

3. Access To Grantor's Property Limited

Grantee shall have no right of ingress or egress over and across Grantor's property other than that contained within the boundaries of the Easement and the Temporary Construction Easement during the initial construction of the Pipeline and within the Easement following the completion of the initial construction of the Pipeline. Said ingress and egress by Grantee into Grantor's property shall be from public roads which adjoin the Easement or from other easements of Grantee, except that Grantee, upon the express written consent of Grantor, may access the Easement from established private roads of Grantor. Grantor may refuse to give such consent for any reason. Grantee shall not have the right to enter upon any of the other lands of Grantor. Grantee's right of entry upon the Easement and the Temporary Construction Easements is limited to carrying out the intent and purposes of the rights granted to Grantee hereunder. Neither Grantee nor anyone claiming by, through or under Grantee shall be permitted to (1) hunt or fish upon the Easement or other lands of Grantor or (2) smoke or bring alcohol, illegal substances, firearms, fishing equipment or dogs upon the Temporary Construction Easement or the Easement or other lands of Grantor.

4. Above Ground Devices

No above-ground equipment, surface level manholes or above ground devices of any type other than Pipeline markers and cathodic protection equipment, may be installed by Grantee within the Temporary Construction Easement or Easement. To the extent feasible, all such markers and cathodic protection equipment shall be installed in the perimeter boundary or cross fences of the Grantor's property. However, in the event such above ground devices are required in locations other than boundary or cross fences, they may be so installed.

5. Installation of Pipeline

In order to minimize Grantor's inconvenience and damages, Grantee shall diligently and judiciously proceed to complete construction and installation of the Pipeline once the initiation of the construction is begun on Grantor's property.

6. Damages

The compensation paid by Grantee to Grantor as specified herein is compensation paid to Grantor for damages to Grantor's lands caused by the burdening of said lands with this Easement, the initial clearing, excavation and burying of the Pipeline subject to the conditions required hereunder and the expected damages to be caused to the grass lands or growing crops upon the property within the Easement or Temporary Construction Easement. Any and all other actual damages to Grantor's lands incurred during initial construction this Pipeline to livestock, crops or grass lands outside the Easement, roads whether or not express permission to use them was given, fences, wells, water wells, surface water or underground water reservoirs, buildings, structures, equipment, or anything else belonging to Grantor, whether similar or dissimilar (but excluding normal removal of brush, etc., on the Easement, and normal and minor disturbance of vegetation and tire tracks caused by "four-wheelers" and trucks during routine operations and inspections), shall be paid by Grantee to Grantor, in addition to the initial compensation at Grantor's address set out below. Upon the completion of construction and requirement for an as-built survey after the initial construction is completed, Grantor and Grantee shall meet to determine the amount of

damages payable by Grantee for actual damages incurred to Grantor's lands and property in connection with the initial construction beyond that contemplated or permitted under the terms of this Agreement. Grantee shall additionally pay to Grantor the fair market value of any damages to grass lands, growing crops, livestock, roads, fences or any other property of Grantor or Grantor's tenant which are caused by the operations or activities of Grantee subsequent to the initial construction and installation of the pipeline. Grantee will use all reasonable efforts to ensure that its operations will not change or pollute Grantor's property. Grantee will be liable for, and responsible to repair, replace, and clean up any of Grantor's real or personal property damages by Grantee's operations hereunder, whether through the acts of Grantee's employees, or its independent contractors or subcontractors, or anyone else that may direct or control, or enter upon Grantor's property for the purpose of Grantee's operations hereunder. Additionally, in the event that any livestock are killed or injured, as a result of Grantee's operations, the damages to be paid by Grantee to Grantor will take into account Grantor's reasonable cost of transporting replacement livestock. Grantee will transport off of Grantor's property all cedar, brush, trees, etc., cut during construction or maintenance of the Easement. All debris or resulting brush must be removed from the property and not burned or buried on the Grantor's property.

7. Allocation of Compensation.

The compensation paid to Grantor by Grantee as described in paragraph 6 or other paragraph herein may be paid in one combined lump sum but shall be specifically allocated for tax purposes as provided on the receipt and release document which shall be prepared with the input and consent of both parties.

8. Surface Repair

Grantee will, insofar as is reasonably practicable, level and re-grade the ground disturbed by Grantee's use of the Easements and will construct and maintain soil conservation devices on the Easements immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the property of Grantor from soil erosion resulting from construction of the Pipeline. Upon completion of construction and installation of the Pipeline, Grantee shall restore the surface of the Easements. As a part of such restoration work Grantee shall sprig or reseed and revegetate the Easements consistent with regulatory requirements and restore any damage to the Property caused by Grantee to as good a condition, as near as practicable that existed immediately prior to commencement of construction. The same practice as to the restoration of the Easement shall be followed upon any future entry for maintenance, repair or replacement. Grantee shall not, during the initial construction period and any subsequent work on property as herein allowed, cause the discharge of pollutants into any of Grantor's ponds or lakes adjacent to such work. Whenever Grantee removes rock from the trench created for installation for the Pipeline during excavation, Grantee shall replace such rock in the trench at least twenty-four inches (24") below the surface elevation of the property prior to construction. or in its sole discretion, Grantee may remove such rock from the property or deposit the same on the property at a place that shall be designated in writing by Grantor. Grantee shall transport off of Grantor's property all debris and cedar, brush, trees, etc., cut during construction or maintenance of the Easement.

9. Creek Crossings

Wherever it is required for the Pipeline to cross a creek, the Pipeline shall be installed in such a manner that the integrity of the creek bottom and creek embankments are preserved and will not erode.

10. Fences

If fences exist within the boundaries of either the permanent Easement or Temporary Construction Easement and they must be cut during construction, Grantee shall install a temporary wire gap in each place where a fence is cut. The structural integrity of the fence with such wire gap must be the same or better than that which existed prior to the placement of such wire gap within the fence by Grantee. Each such wire gap shall be reinforced as to be strong enough to prevent livestock from passing through the same. Prior to cutting any of Grantor's fences, Grantee shall, to the satisfaction of Grantor, brace the existing fence to be cut on both sides of the proposed cut by placing pipe double H-braces, with angle braces on each side of the proposed cut, such posts to be properly braced with horizontal braces and wired so that when the fence is cut, there will be no slackening of, nor damage to, the fence wires. Upon completion of the construction of the Pipeline, Grantee shall replace such wire gap with a gate or a fence (in which case the quality of the fence shall be at least equivalent to the quality of the fence removed) utilizing six and one-half (6 1/2') foot metal t-posts. All posts, pipe and fences installed shall remain the original color as manufactured. In the event that Grantee installs a gate, such gate shall be locked but Grantor shall be afforded an opportunity to place his own on the gate so that both Grantor and Grantee shall have independent access. Said gate shall be reinforced with four inch (4") pipe double H braces or better.

11. Pipeline Depth-Topsoil Protection

Grantee shall bury the Pipeline and devices (other than the agreed upon above-ground markers equipment and devices) with a minimum cover of thirty-six inches (36") from the top of the Pipeline, except in rock where a minimum cover of twenty-four inches (24") will be provided. Grantee will make an effort to place the Pipeline even deeper in areas where Grantor will have a crossing over the Pipeline as described in paragraph 16. Grantee agrees to utilize the "double ditch" construction method when digging the trench for the installation and future maintenance or replacement of the Pipeline. Grantee agrees to segregate the top soil from the sub-soil to the lesser of (i) the depth of topsoil present or (ii) 12 inches. During backfill of the pipeline trench, the soil will be returned to the ditch in such a way that the topsoil is placed at the top of the ditch. As soon as reasonably possible, and after the Pipeline is installed or repairs are completed, Grantee agrees to level the Easement and all Temporary Construction Easement to its original elevations and contours, and to re-establish and fertilize at rates recommended by the applicable County Extension Agency, all of the affected areas, with the same type grass or grasses, if any, growing in such areas prior to such disturbance. Grantee shall reseed and fertilize the affected areas at such time or times when there is sufficient natural moisture content in the soil for germination and shall not be obligated to manually apply water to the reseeded and fertilized areas to accomplish germination and reestablishment. In addition, Grantee shall replace and restore all existing terraces and waterways as near as practicable to the same condition they existed before the disturbance, including the replacement of any grasses as specified above. During all operations, Grantee shall

construct such barriers and take such actions or conservation practices as are necessary to prevent erosion on and around the Easement and therefore return the surface of the ground to as near its original condition as possible.

12. As-built Drawings

No later than one hundred eighty (180) days after completion of construction and the installation of the Pipeline, Grantee shall provide to Grantor a drawing which will reflect the as-built location of the Pipeline with sufficient detail to locate the Pipeline as installed, both from above and cross section.

13. Maintenance

Grantee shall maintain the Pipeline in a state of good repair and shall promptly correct any defect in the Pipeline which may from time to time occur or appear. Grantee agrees to report promptly to Grantor, upon Grantee's determination of same, of any leaks which have occurred in the Pipeline, and any damages which have been caused to the surface of the Easement or to Grantor's adjoining lands occasioned thereby. To the extent that any damages were caused by (1) a leak, release, or discharge of product from the Pipeline and/or (2) the negligence of Grantee and/or anyone acting at Grantee's behest or under Grantee's direction and control, Grantee agrees to pay Grantor for any actual damages within one hundred twenty (120) days after such damages occur. Grantee shall construct, install, and operate the Pipeline in compliance with all state and federal laws and all rules and regulations of those governmental authorities and agencies having jurisdiction of Grantee and/or the Pipeline.

14. Hazardous Substances

Grantee shall not cause or permit the leak, release, or discharge of any Hazardous Substances (as hereinafter defined) on or into the Easement or Grantor's lands lying outside the boundaries of the Easement (i) from the Pipeline or (ii) from activities on the Easement of Grantee or any person acting with Grantee's permission or under Grantee's control; further, Grantee shall not do, or allow anyone else to do, anything affecting the Easement or Grantor's property lying outside the boundaries of the Easement, that is in violation of any Environmental Law (as hereinafter defined). Grantee shall promptly give Grantor written notice of any knowledge it has of (i) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party under any Environmental Law involving the Easement or Grantor's property lying outside the boundaries of the Easement and/or (ii) any Hazardous Substance introduced on or into or otherwise affecting the Easement or Grantor's property lying outside the boundaries of the Easement. If Grantee has knowledge of, or is notified by any governmental or regulatory authority, that it has become necessary to remove or otherwise remediate any Hazardous Substance affecting the Easement or Grantor's property lying outside the boundaries of the Easement resulting from Grantee's activities or the activities of any person acting with Grantee's permission or under Grantee's control, Grantee shall promptly take all necessary remedial actions in accordance with Environmental Law; and Grantee (the "Indemnifying Parties"), agrees to indemnify, protect, defend and hold Grantor and Grantor's heirs, legal representatives, successors, affiliates, assigns, directors, officers, shareholders, employees, agents, attorneys, and insurers

(collectively referred to in this Paragraph 14 as the "Indemnified Parties") harmless from and against, and to reimburse the Indemnified Parties for, any and all damages, losses, claims, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit) and liability of every kind incurred or arising in respect of or in connection with (i) the leak, release, or discharge of any Hazardous Substances on or into the Easement or Grantor's property lying outside the boundaries of the Easement resulting from Grantee's activities or the activities of any person acting with Grantee's permission or under Grantee's control, (ii) any action in violation of any Environmental Law by Grantee or any person acting with Grantee's permission or under Grantee's control affecting the Easement or Grantor's property lying outside the boundaries of the Easement, (iii) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party under any Environmental Law involving the Grantee's use of the Easement or Grantor's lands lying outside the boundaries of the Easement resulting from Grantee's activities or the activities of any person acting with Grantee's permission or under Grantor's control, (iv) the leak, release, or discharge of any Hazardous Substance on or into or otherwise affecting the Easement or Grantor's lands lying outside the boundaries of the Easement resulting from Grantee's activities or the activities of any person acting with Grantee's permission or under Grantee's control, (v) all necessary actions in accordance with Environmental Law required by any governmental or regulatory authority to remove or otherwise remediate any Hazardous Substance affecting the Easement or Grantor's lands lying outside the boundaries of the Easement resulting from Grantee's activities or the activities of any person acting with Grantee's permission or under Grantee's control. As used in this Paragraph 14, the term "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, or other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials; provided however, for the purposes of this Agreement the term hazardous substances shall specifically exclude natural gas and other fluids containing hydrocarbons. As used in this Paragraph 14, "Environmental Law" means federal laws and laws of the State of Texas that relate to health, safety or environmental protection.

15. Indemnification; Insurance

The Grantee agrees to indemnify, protect, defend and hold Grantor, his successors and assigns, harmless from and against, and to reimburse the Grantor for, any and all damages, losses, claims, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit) and liability of every kind incurred or arising in respect of injury (including death) or damage to any person or property, directly or indirectly, as a result of or with respect to the exercise of any rights hereunder by Grantee and/or Grantee's licensees, employees, contractors, subcontractors, or any other person or entity acting in virtue of the rights granted to Grantee hereunder. The Grantee shall not be liable for claims to the extent resulting from the negligent acts or omissions, unlawful conduct or illegal acts of Grantor, its contractors, tenants, employees, agents, successors or assigns. Grantee shall obtain and maintain in full force and effect during the term of the Easements the following types and amounts of insurance with insurers authorized to do business in the State of Texas and that maintain an A.M. Best Rating of A- VIII or better:

- a. Commercial general liability insurance with bodily injury and property damage combined single limits of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such insurance shall include specific coverage for losses for premises/ongoing operations, sudden and accidental pollution, contractor's protective liability, blanket contractual liability encompassing the Easements, XCU hazards, property damage liability, personal injury liability, products and completed operations liability.
- b. Business auto liability insurance providing a combined single limit of \$1,000,000 per occurrence for owned, hired, and non-owned autos.
- c. Excess/umbrella liability insurance with combined limits of \$5,000,000 per occurrence/\$10,000,000 annual aggregate providing coverage in excess of the terms and limits of the insurance coverages specified in a. and b. above.
- d. Workers Compensation Insurance providing statutory coverage under the laws of the State of Texas, and said policy shall waive all rights of subrogation in favor of Grantor.

Grantee agrees to deliver certificates of such insurance confirming such insurance to Grantor before or on the date Grantor executes this Agreement and annually thereafter, upon the request of Grantor. The policies of insurance and the certificates provided to Grantor described in this Paragraph 15 shall, to the extent allowed by law and Grantee's indemnification obligations hereunder, (i) name Grantor as additional insureds (with the exception of Worker's Compensation) in the policy, and (ii) provide a full waiver of subrogation against Grantor (including Worker's Compensation). The limits of insurance required herein may be met by any combination of self-insurance, primary and/or excess liability insurance limits.

16. Grantor's Use

Grantor retains the right to use and enjoy the property within the Easement so long as such use and enjoyment will not unreasonably impair or interfere with the exercise by Grantee of any of the rights granted herein. Grantor is permitted to construct, or allow the construction of, any and all streets and roadways across the Easement, private or public, at any angle of not less than forty-five (45) degrees to the Pipeline, which do not interfere or damage the Pipeline and appurtenant facilities related to this project so long as cover is not removed from overtop of the Pipeline and Grantor makes appropriate Texas ONE-calls. Grantor may also construct and/or install, or allow the construction and/or installation of, pipelines, water, sewer, gas, electric, cable TV, telephone or other utility lines across the Easement at any angle of not less than forty five (45) degrees to Grantee's Pipeline, provided that all required and applicable spacing, including depth separation limits and casing requirements, are met by Grantor. The use of the Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Easement.

17. Additional Pipeline or Other Landowner Compensation

Nothing contained in this paragraph shall be deemed to be a consent of Grantor for any additional uses or easements which such additional uses or easements shall be permitted only in the sole and arbitrary discretion of Grantor after the payment of compensation acceptable to Grantor.

18. Assignment

Grantee shall have the right to assign this Easement in whole or in part. Grantee shall provide Grantor in writing by Certified Mail the name and address of any such transfer or assignment within sixty (60) days of the proposed assignment. Any assignment of any right or obligation in this Easement by Grantee to a third party shall not relieve Grantee of Grantee's obligations hereunder which accrued prior to such assignment.

19. Abandonment

Grantee shall have this grant and all of the rights herein, unless and until, Grantee ceases use or maintenance of the Easement for twenty-four (24) consecutive months for any reason other than force majeure, meaning an event that can be neither anticipated or controlled, including acts of nature and acts of people, such as riots, war, and/or strikes. Upon termination of the Easement, Grantee agrees, at Grantee's option, either to remove said Pipeline, level and fill the ditch, seed the area and restore the area in the same manner as provided in paragraph 8, or sever such Pipeline, purge the line of all substances, and seal the ends of the Pipeline, in which case the pipe shall be deemed abandoned and shall become the property of Grantor. Grantee shall advise Grantor of the option it selects, within thirty (30) days of Grantee's notice to Grantor of the termination of this Easement. In either case, Grantee shall be obligated to remove all of its surface equipment, and restore the surface and subsurface (including aquifers and water wells) distributed by its operations to as near the original condition of the surface of the Easement at the time of removal as is reasonably possible.

20. Default

If Grantee defaults in the timely and complete performance of any material covenant, condition or limitation contained herein, then Grantor shall have the right to terminate the Easement and all rights of Grantee in addition to such other rights and remedies as may be available under the terms hereof or at law or in equity. Prior to the exercise of any remedy occasioned by Grantee's default, Grantor shall provide written notice to Grantee by certified mail, return receipt requested, specifying the instance or instances of Grantee's default and providing Grantee sixty (60) days opportunity to cure such default.

21. Notification of Entry To Property

After completion of the installation of the Pipeline, Grantee shall be obligated to notify Grantor in writing, by email or by telephone all at Grantor's last known contact in paragraph 22 no less than twenty-four (24) hours prior to Grantee entering Grantor's property for any reason unless Grantee is required to enter the property due to an emergency or responds to line locates as required by applicable laws or regulations (e.g. Texas ONE-call). In the case of an emergency, Grantee shall notify Grantor that Grantee has entered Grantor's property as soon as is reasonably

practical. Grantee shall be obligated to pay Grantor for any actual damages sustained by any such entry.

22. Delivery of Notices

Any notice which may be required herein (other than entry under paragraph 21) shall be in writing and shall be deemed to have been given and delivered (a) as of the date delivered if delivered personally or (b) upon deposit in the United States Mail, Registered or Certified Mail, Postage Prepaid, Return Receipt Requested, at the following address:

If to Grantor:

Name: Jack and Paula Tardy
Address: 116 HCR 4241, Hillsboro, TX 76645
Phone Number: 254/ 221-0965

If to Grantee:

Name: ONE:OK Arbuckle II Pipeline, L.L.C.
Attention: Vice-President - Operations
Address: P.O. Box 871, Tulsa, OK 74102-0871
Phone Number: 918/588-7000

Either party may change its address for delivery of notices under this paragraph by delivery of a notice to the initial address of the other party specified above or to the last address provided by the other party.

23. Venue; Binding Effect

The terms and provisions hereof shall be performed in Hill County, Texas. The terms and provisions hereof shall be binding on Grantor and Grantee and their heirs, legal representatives, successors and assigns. Grantor and Grantee agree that venue for any dispute involving the Easement or the terms and provisions hereof, shall lie in the state or federal, if appropriate, courts for Hill County, Texas. Should either party prevail any litigation and enforcement of the terms and provisions hereof, the prevailing party shall be entitled to reasonable attorneys' fees, costs and prejudgment interest as provided herein or determined by law.

24. Successors

This agreement, together with the provisions of this grant, shall constitute covenants running with the land, binding upon the Grantor and Grantees heirs, assigns, agents, successors, and legal representatives of both Grantor and Grantee.

25. Survival

All covenants which contemplate action by Grantee after the termination of the Easement, all covenants which impose monetary obligations upon Grantee and all covenants of indemnity by Grantee in favor of Grantor shall survive termination of the Easement no matter how such termination is brought about.

26. Reservation

Grantor hereby reserves all of the oil, gas and other minerals, in, on or under the Easement, as well as all coal, uranium, lignite, limestone, gravel, caliche and sand, in, on or under the Easement. Grantee acknowledges and agrees that in no event whatsoever is Grantor conveying any interest in and to any of the above referenced elements of the Easement including, any and all gas or other minerals, as well as any soils or other elements of the Easement. However, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Easement, but it will be permitted to extract oil and other minerals from and under the Easement by directional drilling or other means so long as such activities do not damage, destroy, injure and/or interfere with the Grantee's use of the Easement for the purposes for which the Easement is being sought by Grantee.

27. No Oral Agreements

This Easement includes all of the agreements between the parties with respect to the subject matter. No representations or statements, whether verbal or written have been made modifying, adding to or changing the terms hereof. This document may only be amended by a written document signed by both the owner of the land and the holder of this Easement.

DATED this the 22 day of February, 2019.

Grantor:

Jack Tardy
Jack Tardy

Paula Tardy
Paula Tardy

Grantee:

ONEOK Arbuckle II Pipeline, L.L.C.,

By: Todd McKimmey
Printed Name: Todd McKimmey
Title: VP construction Projects

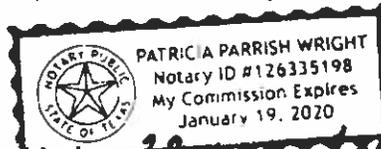


STATE OF TEXAS §
COUNTY OF HILL §

This instrument was acknowledged before me on this the 22 day of February, 2019, by **Jack Tardy**.

Patricia P. Wright
Notary Public, State of Texas

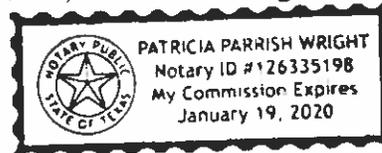
STATE OF TEXAS §
COUNTY OF HILL §



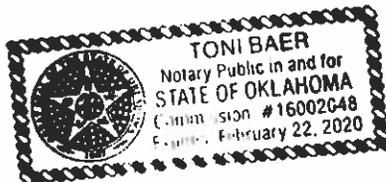
This instrument was acknowledged before me on this the 22 day of February, 2019, by **Paula Tardy**.

Patricia P. Wright
Notary Public, State of Texas

STATE OF OKLAHOMA §
COUNTY OF TULSA §



This instrument was acknowledged before me on this the 15 day of March, 2019, by **Todd McKimmey, VP Construction Projects of ONEOK ARBUCKLE II PIPELINE, L.L.C.**, on behalf of said entity.



Toni Beer
Notary Public, State of Oklahoma

AFTER RECORDING RETURN TO:
Percheron, LLC
P. O. Box 410
Groesbeck, TX 76642