

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Guarantee Abstract Company  
 Issuing Office: 217 West Broadway Avenue  
 Enid, OK 73701  
 Issuing Office's ALTA® Registry ID: 0002335  
 Loan ID Number:  
 Commitment Number: 23-09-93-42099  
 Issuing Office File Number: 23-09-93-42099  
 Property Address: SE/4 27-22-6 W.I.M, Enid, OK 73701  
 Revision Number:

**SCHEDULE A**

1. Commitment Date: **September 19, 2023 7:50 AM**
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
 Proposed Insured: **"Entity Capable of Holding Title"**  
 Proposed Amount of Insurance: **T.B.D.**

3. The estate or interest in the Land at the Commitment Date is:

**fee simple**

4. The Title is, at the Commitment Date, vested in:

**The Curby-Blake Family Revocable Living Trust**

5. The land is described as follows:

**The land is described as set forth in Exhibit A attached hereto and made a part hereof.**

**GUARANTEE ABSTRACT COMPANY**  
 217 West Broadway Avenue, Enid, OK 73701  
 Telephone: (580) 237-2244

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
 1 First American Way, Santa Ana, CA 92707

Countersigned by:

*Krystal L. Olsen*

Krystal L. Olsen #112711  
 Bailey Hans, LLC dba Guarantee Abstract Company  
 License #0019 (Abstractor's License Number)

*Kenneth D. DeGiorgio*  
 By: \_\_\_\_\_  
 Kenneth D. DeGiorgio, President

*Lisa W. Cornehl*  
 By: \_\_\_\_\_  
 Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

COMMITMENT NO.: 23-09-93-42099

Version No.:

23-09-93-42099

Copyright 2021 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.

Page 5 of 11

AMERICAN  
LAND TITLE  
ASSOCIATION



**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

a) **Deed from The Curby-Blake Family Revocable Living Trust, vesting fee simple title in T.B.D.**

NOTE: The State of Oklahoma requires the payment of a document stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided by 68 Okla. Stat. 3202.

- b) Mortgage from T.B.D. stating marital status and joined by spouse if married, securing your loan.

NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.

5. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises, have been or will be paid.
6. Provide properly executed Buyer/Borrower lien affidavit.
7. Furnish an accurate survey of the premises which would disclose any encroachments, overlaps, boundary line, disputes, or other matters, or exception will remain on the policy.
8. Final policy cannot be issued, unless abstract certificate date, which is September 19, 2023 at 7:50 AM, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before the close of business March 19, 2024, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.
9. Obtain a court search as to any entity taking title subsequent to date of this commitment including T.B.D. in Garfield County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

COMMITMENT NO.: 23-09-93-42099

Version No.:

23-09-93-42099

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Page 6 of 11



10. **File a Correction Quit Claim Deed from Barbara Jean Blake, also known as Barbara J. Blake, stating marital status and joined by spouse if married, to The Curby-Blake Family Revocable Living Trust. This deed is required to address the defects in Quit Claim Deed recorded in Book 2314 at Page 773.**  
**OR**  
**If a Correction Deed cannot be filed of record, an affidavit from someone with reliable and personal knowledge swearing that Barbara Jean Blake is one and the same person as Barbara J. Blake and that she was unmarried at the time of execution and filing of the Quit Claim Deed, dated October 24, 2016 and recorded in Book 2314, Page 773.**
11. **File a Quit Claim Deed from Robert Rutledge and John Duke Rutledge, stating marital status and joined by spouse if married, to address any potential claim made in Affidavit of Heirship recorded in Book 2397 at Page 769.**  
**OR**  
**File a satisfactory affidavit as provided in Title 16 Okl. St. 76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instruments:**  
**Instrument: Affidavit of Heirship**  
**Date Filed: August 24, 2018**  
**Recording Info: Book 2397 Page 769**  
**Party Claiming Interest: Robert Rutledge and John Duke Rutledge**
12. **Record Memorandum of Trust relating to The Curby-Blake Family Revocable Trust. Same should be submitted for review and possible further requirements.**
13. **With respect to The Curby-Blake Family Revocable Trust, furnish:**  
**(a) Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.**  
**(b) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.**
14. **A Memorandum of Solar Generating Facility Land Option and Lease and Easement Agreement recorded in Book 2408 at Page 956 affects the subject Land. This memorandum gives notice of an off-the-record Solar Generating Facility Land Option and Lease and Easement Agreement with an effective date of October 22, 2018. The company has not been provided with a copy of this agreement for review, examination and further requirements and or exceptions. You should acquire a copy of the Agreement and become familiar with all its terms and how it may affect your proposed operations and intended use of the Land. If this Agreement is not released, you will take the property according to all its terms and restrictions. Refer to exceptions #13, #14 and #15 of Schedule B-Part II.**
15. **The notarization of all documents executed in connection with the transaction contemplated by this Commitment shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:**

**EXCEPTION (Owner's policy): Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a properly conducted remote online notary session.**

**EXCEPTION (Loan policy): Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote on line notary session in the transaction vesting the Title or creating the lien of the Insured Mortgage.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

COMMITMENT NO.: 23-09-93-42099

Version No.:

23-09-93-42099

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Page 7 of 11



16. **In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B-Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11 and 16, as set forth in Table A of the Survey Standards.**
17. **The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

COMMITMENT NO.: 23-09-93-42099

Version No.:

23-09-93-42099

**Copyright 2021 American Land Title Association. All rights reserved.**  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Page 8 of 11

**SCHEDULE B, PART II – Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, or gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
7. Water rights, claims or title to water, whether or not shown by the Public Records.
8. Ad valorem taxes for 2023, amount of which is not ascertainable, due or payable.
9. Champlin Oil & Refining Co. Pipe Line Right of Way, recorded in Book 238, Page 176.
10. Order Confirming Report of Commissioners, from District Court Case No. 31634, recorded in Book 332, Page 331.
11. Easement in favor of Cities Service Gas Company, recorded in Book 355, Page 449.
12. Right of Way Agreement in favor of Petro-Western Energy Corporation, recorded in Book 579, Page 148.
13. Memorandum of Solar Generating Facility Land Option and Lease and Easement Agreement, recorded in Book 2408, Page 956.
14. Unrecorded Solar Generating Facility Land Option and Lease and Easement Agreement with an effective date of October 22, 2018, as disclosed to the company.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

COMMITMENT NO.: 23-09-93-42099

Version No.:

23-09-93-42099

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Page 9 of 11



15. **Rights, Terms, Conditions and Restrictions within the Unrecorded Solar Generating Facility Land Option and Lease and Easement Agreement with an effective date of October 22, 2018, as disclosed to the company.**
16. **Ordinance No. 102-72 recorded in Book 367, Page 466.**
17. **Ordinance No. 103-72 recorded in Book 368, Page 74.**
18. **Ordinance No. 86-01 recorded in Book 1019, Page 34.**
19. **Affidavit Re: Memorandum of Agreement, recorded in Book 2283, Page 1074.**
20. **Notice to the Public Regarding Merger of Water District No. 6 Garfield County and Kay County Rural Water District No. 6 into Rural Water District No. 6 Garfield County, recorded in Book 2383, Page 885.**
21. **Memorandum of Agreement, recorded in Book 2403, Page 357.**
22. **Memorandum of Agreement, recorded in Book 2403, Page 361.**
23. **Recording Memorandum, recorded in Book 2415, Page 995.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

COMMITMENT NO.: 23-09-93-42099

Version No.:

23-09-93-42099

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Page 10 of 11



**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Garfield, State of Oklahoma, and is described as follows:

**Southeast Quarter (SE/4) of Section Twenty-seven (27), Township Twenty-two (22) North, Range Six (6) West of the Indian Meridian**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

COMMITMENT NO.: 23-09-93-42099

Version No.:

23-09-93-42099

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Page 11 of 11

AMERICAN  
LAND TITLE  
ASSOCIATION







re: Requirement # 11

2018 Book: 2397 Page: 769 8901  
8/24/18 10:59AM Pg: 769-771  
Fee: \$17.00 Doc: \$0.00  
LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma



**AFFIDAVIT OF HEIRSHIP**  
**James D. Rutledge a/k/a James Duke Rutledge**

STATE OF OKLAHOMA

COUNTY OF GARFIELD

John D. Rutledge a/k/a John Duke Rutledge, residing at 20816 Noble Terrace Unit 210, Sterling, VA. 20165, of lawful age, being first duly sworn states:

That he was well acquainted with James D. Rutledge a/k/a James Duke Rutledge and his family, having known him for more than 31 years prior to the death of said James D. Rutledge a/k/a James Duke Rutledge, hereinafter referred to as the "Decedent", the owner of an interest in a tract of land located in Garfield County, Oklahoma, more particularly described as follows:

Township 21 North Range 6 West  
Section 02: SW/4

Township 22 North Range 6 West  
Section 28: NW/4; W/2 SE/4; W/2 SW/4

Township 22 North Range 6 West  
Section 27: E/2 SE/4

Affiant further states that the answers and statements given in the following questionnaire are based upon Affiant's personal knowledge and are true and correct:

1. How long did you know the Decedent? 31 Years
2. What was your relationship to Decedent? Son
3. The Decedent died at the age of 58 on September 17<sup>th</sup> 1987 at Fort Myers, State of Florida. Did Decedent leave a will? No
4. Have any probate proceedings been commenced with respect to Decedent's estate? No
5. Are there any debts still owing by Decedent's estate, including Federal and State inheritance taxes? No. If so, will the size of the estate be sufficient, in your opinion, to pay such debts? (If none due, so state.) None Due
6. At the time of death was Decedent single, married, divorced, or widow/widower? Married
7. If Decedent was married at the time of death, please state the surviving spouse's name and present address. Marie Wiley 16222 Kelly Wood Drive, Fort Myers, FL. 33908.
8. What was the date of their marriage? \_\_\_\_\_
9. How many times was Decedent married? 2 If Decedent was married more than once, complete the following:

Name of Former Spouse	Date of Marriage	Date Terminated	Terminated by: (Death or Divorce)	Present Address or Date of Death
<u>Betty Jo Rutledge</u>	<u>9/1949</u>	<u>3/1976</u>	<u>Divorced</u>	<u>10/2008</u>

11. Were any of Decedent's children adopted, and, if so, which ones and when? None


12. If a deceased child left descendants, give the following information:

Deceased Child	Spouse/Child of Deceased (please specify relationship)	Age	Address or Date of Death
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. If Decedent did not have any children, natural or adopted, list the names of all known descendants, (i.e. siblings, nieces, nephews):

Name of Descendent	Relation to Decedent	Address Date of Death
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Further affiant saith not.

  
 John D. Rutledge a/k/a John Duke Rutledge

Acknowledgement

STATE OF VA §  
 COUNTY OF Fairfax §  
 §

Subscribed and sworn to before me this 09 day of Aug, 2018

My Commission expires: 01/31/2021   
 Notary Public

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.  
**BUREAU of VITAL STATISTICS**

**CERTIFICATE OF DEATH 7 0 9 1 6 0 2**  
**FLORIDA**

LOCAL FILE NO. 2442

DECEDENT—NAME		FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo. Day, Yr.)
1. <b>JAMES DUKE RUTLEDGE</b>					2. <b>Male</b>	3. <b>September 17, 1987</b>
4. <b>White</b>	AGE—Last Birthday (Yrs.)	UNDER 1 YEAR	UNDER 1 DAY	DATE OF BIRTH (Mo. Day, Yr.)	CITY OF DEATH	
	5a. <b>58</b>	MOS	WAYS	HOURS	MINS	6. <b>August 15, 1929</b>
7a. <b>Fort Myers</b>		7b. <b>Lee Memorial Hospital</b>			7c. <b>Inpatient</b>	
8. <b>Virginia</b>		9. <b>U.S.A.</b>		10. <b>Married</b>		11. <b>Marie Tursi</b>
12. <b>263-38-4762</b>		13a. <b>General Contractor</b>		13b. <b>Construction</b>		13c. <b>YES</b> <input checked="" type="checkbox"/> <b>NO</b> <input type="checkbox"/>
14a. <b>Florida</b>		14b. <b>Lee</b>		14c. <b>3490 North Key Drive</b>		14d. <b>No</b>
15. <b>Holly D. Rutledge</b>		15. <b>Myrtle Estes</b>		16. <b>33903</b>		
17a. <b>Mrs. Marie Rutledge</b>		17b. <b>3490 North Key Drive, Apt. 117-C, N. Fort Myers, FL</b>		17c. <b>Fort Myers, Florida</b>		
18a. <b>Burial</b>		18b. <b>Memorial Gardens</b>		18c. <b>9231 Cypress Lake Dr. Fort Myers, FL 33919</b>		
19a. <b>Thomas E. Teufel</b>		19b. <b>Phil Kiser Funeral Home, Inc.</b>		19c. <b>Fort Myers, FL 33919</b>		
20a. <b>7/18/87</b>		20b. <b>8:16 P.M.</b>		20c. <b>M</b>		20d. <b>Thomas E. Teufel, M.D., 3840 Broadway, Suite B, Ft. Myers, Florida 33919</b>
21a. <b>Thomas E. Teufel</b>		21b. <b>Phil Kiser Funeral Home, Inc.</b>		21c. <b>Fort Myers, FL 33919</b>		
22. <b>Thomas E. Teufel, M.D., 3840 Broadway, Suite B, Ft. Myers, Florida 33919</b>		22a. <b>Mary Lou Holley, Dep. Reg.</b>		22b. <b>September 23, 1987</b>		

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

2018 8/24/18 10:59AM 769-771 8901  
**Bk:2397 Pg:771**  
 LORIE LEGERE-GARFIELD COUNTY CLERK  
 State of Oklahoma \*

*Ken Jones*, State Registrar

Date Issued: **June 25, 2018**  
 REQ: 2019420178

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.  
**WARNING:** THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



Ex. #9

R-6

MISC 238 PAGE 176  
121634

CHAMPLIN OIL & REFINING CO.  
PIPE LINE RIGHT OF WAY

IN CONSIDERATION of the sum of ONE ----- DOLLARS, receipt of which is hereby acknowledged, I or we for ourselves, heirs, successors and assigns hereby grant unto CHAMPLIN OIL & REFINING CO., a corporation, the right to lay, maintain, operate, repair, replace and remove a pipe line for transportation of water, gas, gasoline, petroleum or its products, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary for such operations through and across the following described lands in Garfield County, State of Oklahoma to-wit:

SOUTHEAST QUARTERQUARTER OF SECTION 27 TOWNSHIP 22 North RANGE 6 West

with the right of ingress and egress to and from the same on the following terms and conditions:

1. The aforesaid easement shall cover only the strip of land 16' in width running from the North line of said quarter section to the South line, and is along the fence as presently located on the East line of the said quarter section, provided however, that during the construction, maintenance and repair of the said line, Grantee shall be permitted to use as much land adjacent thereto in addition to the above as is reasonably necessary.
2. Any part or portion of fences now existing which may be removed for purpose of construction of pipeline will be replaced in as good condition as now existing, upon supervision of Grantor, at the expense of Grantee.
3. During the course of construction of such pipeline over the course described, Grantor shall cause sufficient temporary fences to be constructed at place designated by Grantor for purpose of retaining livestock and shall remove same upon replacement of original fences, all at the cost of Grantee.
4. In addition to the consideration of the pipeline grant hereinabove set out, Grantor shall be paid reasonable damages to growing oats on the land over which pipeline is to be constructed, and if agreement cannot be reached as between Grantee and Grantor, then each of the parties shall designate a person in writing as persons to evaluate the damage, and such two persons shall select a third party for such purpose, and the amount fixed by all three such persons as a board of arbitration shall be the amount of damages to be paid to Grantor for the growing oats.
5. After the pipeline has been laid, the ditch shall be filled in and levelled over, and if there be a sinking or lowering of the level of such ditch in due course, then that the Grantee at its expense and without delay shall fill in additional dirt and bring it to level, so that such land can be farmed.
6. If the route of the pipeline traverses any part or portion of the driveway to the home of the Grantor, as now used, then after such laying and levelling and when possible, such driveway shall be re-surfaced for use by the Grantor, at Grantee's expense as such driveway is now hard-surfaced.
7. In the event of said pipeline crossing any part or portion of the driveway of the Grantor the Grantee shall provide at its expense a temporary driveway, so that the Grantor may have access to his property.

8. Grantee may at any time lay one additional line of pipe over the area covered by this grant, upon payment of like consideration, subject to the same terms and conditions as herein provided; Grantee to pay any damage to any crop or crops and also to the land covered by this grant, as well as adjoining land owned by Grantor, his heirs or assigns, which may arise from laying, maintaining, operating, repairing, replacing or removing pipe.

9. The pipe line shall be buried at least 36" below surface level.

10. The Grantor may fully use said property except for the purposes hereinabove granted.

TO HAVE AND TO HOLD, said easement unto CHAMPLIN OIL & REFINING CO., its successors and assigns forever.

WITNESS my hand this 10th day of October, 1960.

*Lyle V. Blake*  
Lyle V. Blake

*Martha H. Blake*  
Martha H. Blake

STATE OF OKLAHOMA }  
County of GARFIELD } SS:

On this 10th day of October, A.D., 1960, before me, a Notary Public, personally appeared Lyle V. Blake and his wife Martha H. Blake to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein.

*Lola Burroughs*  
Notary Public

My Commission Expires  
October 10, 1962  
Draft No. 1653

121634

FILED  
GARFIELD COUNTY

OCT 25 4 09 PM '60

A. G. VADAKIN, County Clerk

REC'D - VADAKIN PHOTO & COPY  
GRANTOR - GRANTEE

STATE OF OKLAHOMA }  
GARFIELD COUNTY } SS

This instrument was filed for record the 25th day of Oct. A. D. 1960 at 2:22 o'clock P. M. and duly recorded in Book 238 on page 176. Fee \$2.10

A. G. VADAKIN, County Clerk

*J. G. ...*

*Champlin Oil & Ref. Co.*  
*P. O. Box 552*  
*Enid*

Ex. # 10

R-6

MISC 332 PAGE 331

FILED

GARFIELD COUNTY, OKLA.

IN THE DISTRICT COURT IN AND FOR 1968

196305

GARFIELD COUNTY, STATE OF OKLAHOMA

WILLIAM S. BURNETT  
COUNTY CLERK

by *Maria Dilbeck*  
DEPUTY

IN THE MATTER OF THE PETITION OF  
CITIES SERVICE GAS COMPANY, A  
CORPORATION, FOR THE APPOINTMENT  
OF COMMISSIONERS TO VIEW CERTAIN  
LANDS ACROSS WHICH PETITIONER  
PROPOSES TO CONSTRUCT A NATURAL  
GAS PIPELINE AND MAKE APPRAISEMENT  
AND ASSESSMENT OF DAMAGES THEREFOR.

CITIES SERVICE GAS COMPANY,	)	
a corporation,	)	
	)	
Petitioner,	)	
vs.	)	No. 31634
	)	
LYLE V. BLAKE and MARTHA H. BLAKE,	)	
husband and wife,	)	
	)	
Defendants.	)	

ORDER CONFIRMING REPORT OF COMMISSIONERS

NOW ON THIS 17th day of November, 1967, this matter comes on for hearing on oral application of the Petitioner for an order confirming the Report of the Commissioners which has been filed herein; the Court finds that proper notice of these proceedings was given to the Defendants and that the appointment, oath and report of said Commissioners appointed by this Court are in all things proper, legal and sufficient; that Petitioner has properly paid to the Court Clerk the sum required by the report of said Commissioners; and the Court further finds that all fees and court costs have been paid in this matter.

The Court further finds that it is necessary for Petitioner to acquire a limited right-of-way easement for a pipeline and its necessary equipment and appurtenances over and across the following described real estate in Garfield County, Oklahoma, to-wit:

NO. 332 PAGE 392

Southeast Quarter (SE/4) of Section 27, Township 22 North,  
Range 6 West of the Indian Meridian, Garfield County, Oklahoma.

the description of said pipeline right-of-way easement and the route of said pipeline being as described in Exhibit "A" attached hereto and made a part hereof. The Court further finds that said right-of-way easement sought by Petitioner in this proceeding is the right to lay, relay, construct, reconstruct, operate, protect, maintain, inspect, alter, repair, reclaim and remove a welded gas pipeline and its necessary equipment and appurtenances on said right-of-way, together with the right of ingress and egress and such other rights necessary to Petitioner for the convenient enjoyment of said gas pipeline right-of-way easement.

The Court further finds that written exceptions filed by Defendants in this case were withdrawn by Defendants upon oral application of Defendants.

The Court further finds that said Petitioner has the right to exercise the power of eminent domain and has properly exercised said right, and having paid the sums and fees to the Court Clerk of the District Court as hereinabove set out, is entitled to take and acquire the above described right-of-way easement.

IT IS, THEREFORE, THE ORDER, JUDGMENT AND DECREE of this Court that the Report of the Commissioners appointed by this Court, Irving Beale, Ike P. Julian, and F. W. Zaloudex, be and the same is hereby approved and confirmed, and that the Petitioner have and is decreed to have a right-of-way easement for a pipeline over and across the herein-described real estate.

F. B. Sullivan  
District Judge  
Garfield County, Oklahoma

APPROVED:

[Signature]  
Counsel for Petitioner  
[Signature]  
Counsel for Defendants

I, ELLISE S. BURNETT, Court Clerk of Garfield County, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears of record in the aforesaid Court of the Court Clerk's Office, of Garfield County, Oklahoma, this 19th day of June, 1918.  
ELLISE S. BURNETT, COURT CLERK,  
By [Signature] Deputy Court Clerk

EXHIBIT "A"

Description of Tract of Land:

Southeast Quarter (SE/4) of Section 27, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma.

Route of the Pipeline Across the Above Described Tract of Land:

Beginning at a point 297 feet West of the Southeast Corner of the Southeast Quarter (SE/4) of Section 27, Township 22 North, Range 6 West; thence in a Northeasterly direction to a point 234 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of said Section 27 for a distance of approximately 23.1 rods.

Description of Pipeline Right-of-Way Easement Strip Across the Above Described Tract of Land:

A strip of land 66 feet wide, being 33 feet on each side of the line beginning at a point 297 feet West of the Southeast Corner of the Southeast Quarter (SE/4) of Section 27, Township 22 North, Range 6 West; thence in a Northeasterly direction to a point 234 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of said Section 27 for a distance of approximately 23.1 rods and containing approximately .58 acre.

Owner:

Lyle V. Blake and Martha H. Blake, Husband and Wife  
Route 5  
Enid, Oklahoma

Mortgagee:

None

Tenants:

None

STATE OF OKLAHOMA ) SS  
GARFIELD COUNTY )  
This instrument was filed for  
record on 25 day of Jan 1968  
A. D. 1968 at 4:16 P. M.  
and recorded in Book 332 on  
page 331 from 3:30 P. M.  
RALPH SPORER, County Clerk  
*Mary M. ...*  
*Opfer & ...*

REC'D BY *Bill* V. ...  
COUNTY CLERK GARFIELD COUNTY

FILED  
GARFIELD COUNTY  
JAN 25 4 13 PM '68  
RALPH SPORER  
COUNTY CLERK  
BY *M. M.* DEPUTY

156305



Ex. #11

FORM—CSG—0890A

224390

1226  
EASEMENT

355 PAGE 449  
30490 ✓

For and in consideration of the sum of Sixty and no/200 -----  
( 30 rods at \$2.00 per rod ) ----- Dollars (\$ 60.00 )

receipt of which is hereby acknowledged Martha H. Blake and Lyle V. Blake

do(es) hereby grant, convey and warrant to Cities Service Gas Company

its successors and assigns, a Right of Way to construct, operate, maintain, inspect, repair, alter, replace and remove a pipe line, ~~and (subject to the payments herein for) provide additional pipelines~~ for the transportation of gas, oil, petroleum, water and other substances, and such ~~drips, valves, fittings, meters, rectifiers, ground beds and other equipment and appurtenances~~ as may be necessary or convenient for such operation, over and through the following real estate in Garfield

County, State of Oklahoma, to-wit: SE/4 Sec. 27-T22N-R6W

Right of way more specifically described as follows: A temporary right of way 66 feet in width for installation of said pipeline. After pipeline is installed a ~~temporary~~ right of way 35 feet in width with the center line of said right of-way to be the pipeline. The pipeline will enter property at a point approximately 380 feet west of the SE corner of the SE/4 Sec. 27-T22N-R6W, thence in a northeasterly direction to exit said property at a point approximately 305 feet north of the southeast corner of the SE/4 Sec. 27-T22N-R6W, Garfield County, Oklahoma.

Grantee further agrees that no appurtenances are to be installed above ground level, except vents and markers at property lines. Grantee further agrees that ~~if~~ the cost of installation of a domestic meter and necessary regulation to Grantor will be approximately \$75.00 with a \$10.00 deposit. Grantee will furnish all necessary meters and regulators.

As part of the consideration hereof, Grantee agrees, upon Grantor's written request therefor, to make a tap upon its gas pipe line constructed hereunder at a point nearest the principal dwelling house now on said land, and sell, or cause to be sold, to Grantor at said connection natural gas for domestic purposes in the principal dwelling house now on said land under and subject to such Seller's rules and regulations now and from time to time hereafter governing such sales, at the price from time to time charged domestic consumers of natural gas from this or Seller's pipe line and continue to so sell, or cause to be sold, such gas as long as Grantee transports gas through said pipe line, all subject to governmental restrictions upon the sale, delivery and use of natural gas.

~~And also from time to time additional such pipe lines and appurtenances~~ together with the right of ingress and egress at convenient points for such purposes, together with all rights necessary for the convenient enjoyment of the privileges herein granted. To have and to hold the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any pipeline or appurtenance thereto installed hereunder is used or remains thereon.

Grantee shall ~~pay the same consideration~~ ~~expressed for each additional pipeline and its appurtenances~~ and pay reasonable damages to growing crops, fences and other improvements occasioned in laying, repairing or removing all lines, drips, valves, fittings, meters, rectifiers, ground beds and other equipment and appurtenances.

Executed this 23 day of December, 19 69

Martha H. Blake  
Martha H. Blake

Lyle V. Blake  
Lyle V. Blake

STATE OF OKLAHOMA }  
GARFIELD COUNTY } SS  
This instrument was filed for record this 23 day of Dec, 1969.  
A. D. No. 355 and recorded in Book 355 on  
page 449 Fees 260 ROBERT G. GRAF, County Clerk  
Russell  
Deputy

355 450  
FORM C-56-DB90A-(BACK)

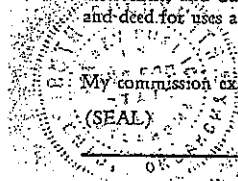
STATE OF Oklahoma }  
Garfield COUNTY } SS:

Before me, a Notary Public in and for said county and state, on this 23rd day of December 19 69, personally appeared Martha H. Blake and Lyle V. Blake, wife and husband

and \_\_\_\_\_  
to me personally known to be the identical and same ~~persons~~ persons who executed the within and foregoing instrument and duly acknowledged to me that they executed same as their free and voluntary act and deed for uses and purposes therein set forth.

My commission expires: 2-28-72

Ruth Goldsmith  
Notary Public  
Ruth Goldsmith



STATE OF \_\_\_\_\_ }  
\_\_\_\_\_ COUNTY } SS:

Before me, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
to me personally known to be the identical and same person or persons who executed the within and foregoing instrument and duly acknowledged to me that \_\_\_\_\_ executed same as \_\_\_\_\_ free and voluntary act and deed for uses and purposes therein set forth.

My commission expires: \_\_\_\_\_

Notary Public

FILED  
GARFIELD COUNTY  
3 10 AM '70  
ROBERTS, GRAY  
COMMISSIONER  
NOTARY

224390

*Blaine Co. State of Okla. 2/12/70*

STATE OF \_\_\_\_\_ }  
\_\_\_\_\_ COUNTY } SS:

CORPORATE FORM

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned, a Notary Public, duly commissioned in and for the county and state aforesaid, came \_\_\_\_\_, President of \_\_\_\_\_, a corporation, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires: \_\_\_\_\_  
(SEAL)

Ex. # 12

EX 579 RC 148

PETRO-WESTERN ENERGY CORP.  
1616 PARK HARVEY CENTER  
200 N. HARVEY  
OKLAHOMA CITY, OKLA. 73102

298645

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Martha H. Blake and Lyle V. Blake, her husband  
Rt. 5, Box 139  
Enid, Oklahoma 73701

hereinafter called Grantor, and Petro-Western Energy Corporation  
1616 Park Harvey Center, Oklahoma City, Oklahoma 73102, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of the sum of \$ 10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathode protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through the following described land situated in the County of Garfield, State of Oklahoma, to wit:

Section 27-22N-6W

STATE OF OKLAHOMA } SS  
GARFIELD COUNTY }  
This instrument was filed for  
record the 16 day of August  
A. D. 1976 at 10:32 A.M.  
and recorded in Book 577 on  
page 148 Fees 2.60  
ROBERT C. GRAF, County Clerk  
Dorcas Robinson  
Deputy

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that he will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way, which shall be fifty (50) feet in width, without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe at least 48 inches below the surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and to keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops and premises which may be suffered by reason of laying, relaying, maintaining, operating or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have entered into this agreement this 5th day of August, 1976.

Martha H. Blake  
Martha H. Blake SS# 443-05-2205  
Lyle V. Blake  
Lyle V. Blake

STATE OF Oklahoma )  
COUNTY OF Garfield ) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of August, 1976, personally appeared Martha H. Blake and Lyle V. Blake, her husband to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires June 4, 1978

H. L. Glasby  
Notary Public

171

MS



2018 Book: 2408 Page: 956 12240  
11/13/18 03:38PM Pg: 956-964  
Fee: \$29.00 Doc: \$0.00  
LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

~~Recording Requested By And  
When Recorded Mail to:  
  
451ST 8ME LLC  
c/o 8minutenergy Renewables LLC  
Attn: Thomas Buttgenbach  
5455 Wilshire Boulevard, Suite 2010  
Los Angeles, CA 90036~~

Return: Old Republic Title  
Attn: Pianne Newman  
4040 N. Tulsa  
Okla. City, OK  
73112

18320801

(Space above this line for Recorder's Use)

**MEMORANDUM OF  
SOLAR GENERATING FACILITY LAND OPTION  
AND LEASE AND EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR GENERATING FACILITY LAND OPTION AND LEASE AND EASEMENT AGREEMENT (this "Memorandum") is dated as of 10-22-2018, 2018, by and between The Curby-Blake Family Trust ("Landlord") and 451ST 8ME LLC, a Delaware limited liability company ("Lessee").

Landlord is the lessor of the real property described on Exhibit A ("Site"). Landlord has granted and hereby does grant to Lessee and Lessee has accepted and hereby does accept from Landlord, pursuant to the terms of that certain Solar Generating Facility Land Option and Lease and Easement Agreement, with an effective date of 10-22-2018, 2018 (the "Lease"), an option to lease the Site pursuant to the terms of the Lease.

This instrument is a memorandum of the Lease and is subject to all of the terms, covenants and conditions provided in the unrecorded Lease and in no way modifies the provisions of the Lease. If the terms of this instrument are inconsistent with the terms of the Lease, the terms of the Lease shall prevail. This instrument may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Capitalized terms in this Memorandum have the meanings given them in the Lease.

Landlord and Lessee have agreed to record this Memorandum to give notice of the Lease and significant provisions thereof, including, without limitation, the following.

- 1. **No Interference; Subordination.** Landlord's activities and any grant of rights Landlord makes to any third party, whether located on the Site or elsewhere, shall not, now or in the future, interfere in any way with Lessee's exercise of any rights granted under the Lease. Lessee shall have quiet and peaceful possession of the Site throughout the Term of the Lease. The Lease provides that from and after its effective date, any right, title or interest created by

24  
5  
a

H

Landlord in favor of or granted to any third party shall be subject and subordinate to (i) the Lease and all of Lessee's rights, title and interests created thereby, (ii) any lien of any lender of Lessee's then in existence on the option rights, leasehold and easement estate created by the Lease, and (iii) Lessee's right to create a lien in favor of any lender of Lessee's.

**2. Term and Renewal.** The Option Period under the Lease shall last up to sixty (60) months. The Initial Term of the Lease is twenty-one (21) years after the Option Period and begins upon exercise of the Lease option by Lessee, and shall end on the stated expiration or termination date(s) as provided in the Lease. The Initial Term of the Lease may be renewed for an additional term of four (4) consecutive periods of five (5) years each.

**3. Termination.** On termination of the Lease, Lessee will record a quitclaim deed or release of this Memorandum in the public records.

**4. Right to Mortgage and Assign.** Lessee shall have the absolute right to assign this Agreement in its entirety or any of its rights, duties and/or obligations hereunder to any third party, provided, that such Assignee assumes in writing all of Assignor's rights, duties and obligations hereunder. Pursuant to the Lease, any Lender of Lessee or Lessee's assignees has certain rights regarding notice and right to cure any default of Lessee under the Lease, and the right to take possession of the Property, and to acquire the leasehold and easement estate by foreclosure, as well as other rights as set forth in the Lease.

**5. No Ownership or Liens.** Landlord shall have no ownership, lien, security or other interest in any part of the Generating Facility, the Generating Facility Assets, or any profits derived therefrom. Landlord hereby waives all rights, statutory or common law, or claims that it may have in the Generating Facility and the Generating Facility Assets, including, without limitation, any landlord's lien on any property of Lessee.

**6. Grant of Rights.** Among other things, the Lease grants to Lessee the following rights:

(a) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited; and

(b) the exclusive easement and right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with the Generating Facility, whether such Generating Facility is located on the Property or elsewhere on one or more solar energy projects (in such locations as Lessee shall determine from time to time in the exercise of its sole discretion after notice to Landlord): (a) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, above ground and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables; (b) facilities consisting of: (A) one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service Generating Facility, regardless where located, and (B) an operations and maintenance building, equipment and storage yard for purposes of performing

operations and maintenance service on Generating Facility, regardless where located, together with the right to perform all other ancillary activities normally associated with such an operation, including the installation of a well to provide water to such operations and maintenance building; and (c) with all necessary easements therefore.

7. **Notices.** All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing except where this Agreement expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of Section 27 in the Lease by hand delivery, overnight delivery, or facsimile). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile. A Party may change its address by providing notice of the same in accordance with the provisions of Section 27 in the Lease.

If to Landlord:

The Curby-Blake Family Trust

*Barbara J. Blake*

Phone: [ ] 405-794-6459

Facsimile: [ ]

E-mail: [ ] BJBLAKE35@GMAIL.COM

With a copy to:

None

If to Lessee:

451 ST 8ME LLC  
c/o 8minutenergy Renewables, LLC  
Attn: Tom Buttgenbach  
5455 Wilshire Boulevard, Suite 2010  
Los Angeles, CA 90036  
Phone: (323) 525-0900  
Facsimile: (310) 424-7112  
E-mail: Tom@8minutenergy.com  
With a copy to:

**Bk:2408 Pg:960**

LORE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Solar Generating Facility Land Option and Lease and Easement Agreement affecting the Property, as of the date first above written.

**LANDLORD:**

**The Curby-Blake Family Trust**

By: *Barbara J. Blake*  
Name: BARBARA J. BLAKE  
Title: Trustee

**LESSEE:**

**451 ST 8ME LLC,**  
a Delaware limited liability company

By: *Martin Hermann*  
Name: Martin Hermann  
Title: Co-President

By: *Thomas Bruggenbach*  
Name: Thomas Bruggenbach  
Title: Co-President

**Signature Page to Memorandum of  
Solar Generating Facility Land Option and Lease and Easement Agreement**

**EXHIBIT A**

**Legal Description of Site**

The land referred to herein is situated in the State of Oklahoma, County of Garfield consisting of approximately **160 acres** and described as follows:

Property ID No. 0000-27-22N-06W-4-100-00

SE/4 Section 27, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Oklahoma )  
County of Cleveland ) §

Before me, ~~Samantha Barton, Notary~~ in and for this state, on this 22ND day of October, personally appeared BARBARA BLAKE to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that SHE executed the same as ~~HER~~ free and voluntary act and deed for the uses and purposes therein set forth.

(Seal, if any)



*Samantha J. Barton*  
Signature of Notary Officer  
Title (and Rank)  
Notary Public

My commission expires  
09/11/2020

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On November 1, 2018 before me, Avalon Diana Willows, Notary Public  
(insert name and title of the officer)

personally appeared Martin Anton Hermann  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On October 29, 2018 before me, Avalon Diana Willows, Notary Public  
(insert name and title of the officer)

personally appeared Thomas Hubertus Buttgenbach  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Avalon Willows (Seal)

Ex. # 16

MISC 367 PAGE 466

STATE OF OKLAHOMA, COUNTY OF GARFIELD, SS

FILED October 18, 1931, at 9:02 A.M.  
and RECORDED IN OFFICE OF ROBERT G. GRAF, County Clerk

No. 237499 Fee \$ 7.30 By Ross Bain  
(SEAL) Deputy

Ordinance No. 102-72

237499

An ordinance extending the corporate limits of the <sup>Town</sup> City of Fairmont, Oklahoma and designating the area or tracts included in such extension; repealing all ordinances or parts of ordinances in conflict herewith; providing that if any part or parts thereof be held invalid or ineffective the remaining portions shall not be affected; and declaring an emergency.

Be it ordained by the Chairman and Board of Trustees of the <sup>Town</sup> City of Fairmont, Oklahoma.

Section 1. Property Annexed

That the corporate limits of the <sup>Town</sup> City of Fairmont, Oklahoma, shall be and the same are hereby extended to include the following described lands situated in Garfield County, Oklahoma, to wit:

A. Tract 1. -The East 33 feet of Section 22, Township 22, North, Range 5 W.I.M. The West 33 feet of Section 23; Township 22, North, Range 5 W.I.M. The West 33 feet of Section 26, Township 22 North, Range, 5 W.I.M. except that part of Section 26 that has heretofore been annexed to the Town of Fairmont. The East 33 feet of Section 27, Township 22, North, Range 5 W.I.M. All of sections 15, 16, and the Northeast 1/4 of Section 17. The Southwest 1/4 of Section 22, the North 1/2 of Section 21. All of Section 20 except the Southeast 1/4 and the West 33 feet, The South 1/2 of Section 19 except the East 33 feet, The Southeast 1/4 of Section 28, All of Section 29 except the Southeast 1/4 and the West 33 feet, All of Section 30 except the Northwest 1/4 and the East 33 feet, All of 31 except the East 33 feet, The West 33 feet and the South 33 feet, The Southwest 1/4 except the West 33 feet and the Northeast 1/4 of Section 32, All of Section 33, All of Section 34, All laying in Township 22 North, Range 5 West. Also the Northeast 1/4 of Section 19, Township 22 North, Range 5 W.I.M. except the East 33 feet and North 33 feet of said 1/4.

B. Tract 2. -The Northwest 1/4 of Section 5, The North 1/2 of Section 6

except the North 33 feet, all laying in Township 21 North, Range 5, W.I.M.

C. Tract 3. -The South 1/2 of Section 36 except the East 33 feet, The Southwest 1/4 and the Northeast 1/4 of Section 35, The East 1/2 of Section 34, The East 1/2 of Section 33 and the South 33 feet of the West 1/2, All of Section 32 except the Northeast 1/4, The Southeast 1/4 of Section 31, The South 1/2 of Section 30 except that portion laying West of Old U.S. Highway 81, And the east 33 feet of the North 1/2 of Section 30, The Southwest 1/4 of Section 29, And the West 33 feet of the Northwest 1/4 of Section 29, The East 1/2 of Section 28, The South 1/2 of Section 27, All of Section 26, The North 33 feet of the West 1/2 of the Section 25, And the East 1/2 of Section 25, The Southeast 1/4 of Section 24 except that portion that has been annexed by the City of Knid, and the South 33 feet of the Southwest 1/4 of Section 24, All of Section 23, The Northwest 1/4 of Section 22, All of Section 21, except the West 1/2 of the Southwest 1/4, All of Section 19 laying East of the Rock Island Railroad, All in Township 22 North, Range 6, W.I.M. *Also Southeast 1/4 of Section 20, Township 22 N Range 6 W.I.M.*

D. Tract 4. \* The North 33 feet of the West 1/4 of Section 4 laying in Township 21, Range 6 W.I.M. The Northeast 1/4 of Section 1, All laying in Township 21, Range 6 W.I.M.

#### Section 2. Authority

The Chairman and Board of Trustees find that the above described area is adjacent and contiguous to the present corporate limits of said Town and that such annexation has been consented to in writing by owners of a majority of the whole number of acres owned by residents of the said territory to be annexed; and that the annexation of said area is authorized by the Statutes of the State of Oklahoma, and in particular Sections 481 and 482 of Title 11, Oklahoma Statutes 1969 Supplement.

MISC 367 PAGE 468

Page 3. Ordinance No. 102-72, Town of Fairmont, Oklahoma

Section 3. Repealing Clause

All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. Severance

If any part or parts hereof be held invalid or ineffective, the remaining portion shall be effective.

Section 5. Emergency

It being immediately necessary for the preservation of the public use, health, and safety an emergency is hereby declared by reason whereof this Ordinance shall be in full force and effect from and after the passage and approval as provided by law.

Passed And Approved this 16th day of October, 1971.

Raymond Pralle  
Chairman,  
Board of Trustees  
Fairmont, Oklahoma

ROBERT E. GIBBY, County Clerk  
has reviewed in person  
this instrument in person  
at the office of the County  
Clerk and has certified  
that the same was duly  
filed for recording  
this 22nd day of October,  
1971.

BY  
MARILU PRALLE  
TOWN CLERK  
GARFIELD COUNTY  
OKLAHOMA

CC34733

ATTEST:  
Marilu Pralle  
Town Clerk

Subscribed and sworn to before me this 16th day of October, 1971.

Joyce Postier  
Notary Public

STATE OF Oklahoma 1971  
COUNTY OF Garfield } SS.

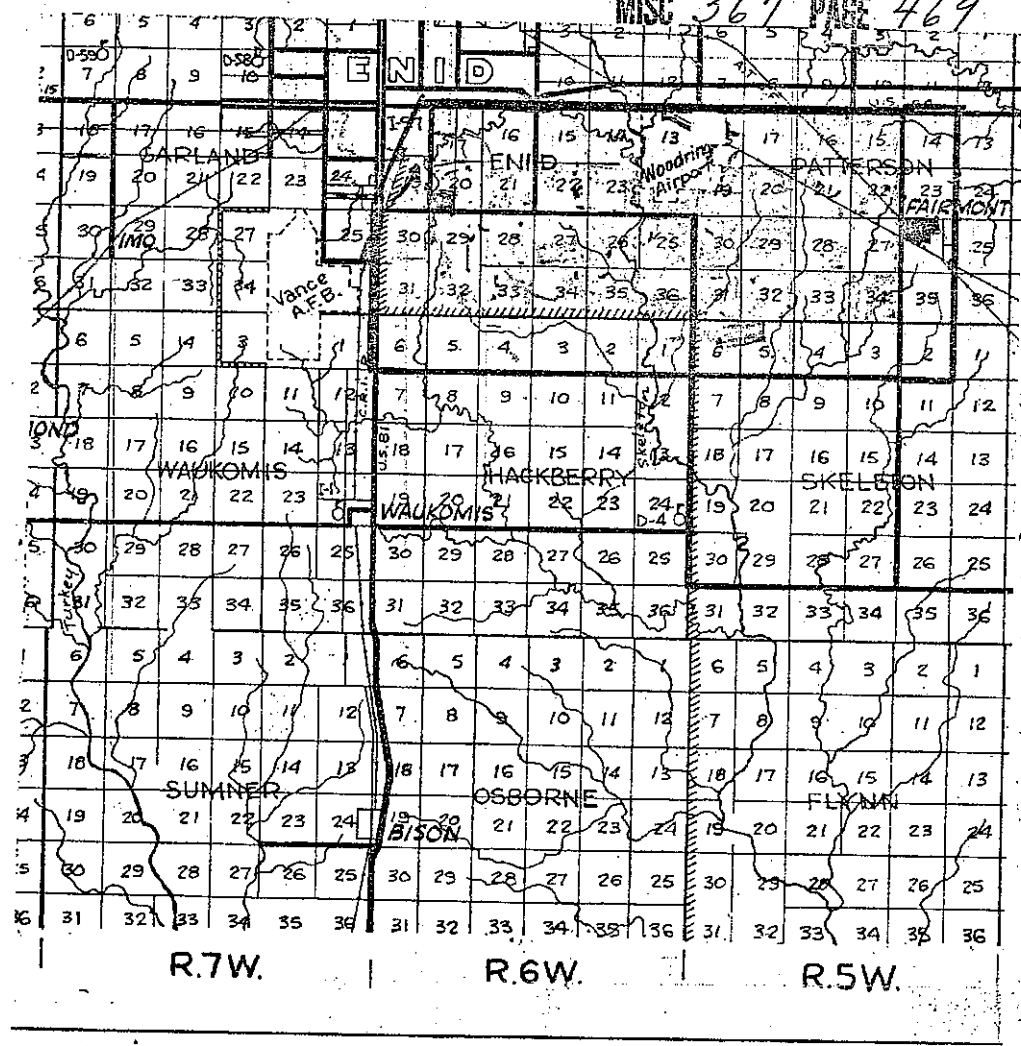
ACKNOWLEDGMENT, CORPORATION

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of October 1971, personally appeared Raymond Pralle, Chairman and Marilu Pralle, Town Clerk

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chairman & Town Clerk and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.  
My commission expires June 11, 1975  
Joyce Postier Notary Public

MISC 367 PAGE 469



Ex. # 27

MISC 368 PAGE 74

STATE OF OKLAHOMA, COUNTY OF GARFIELD, SS.

FILED October 29 1971 at 4:41 P.M.

RECORDED IN OFFICE OF COUNTY CLERK

237869 Ordinance No. 106-72

An ordinance extending the corporate limits of the Town of Fairmont, Oklahoma and designating the area or tracts included in such extension; repealing all ordinances or parts of ordinances in conflict herewith; providing that if any part or parts thereof be held invalid or ineffective the remaining portions shall not be affected; and declaring an emergency.

Be it ordained by the Chairman and Board of Trustees of the Town of Fairmont, Oklahoma.

Section 1. Property annexed.

That the corporate limits of the Town of Fairmont, Oklahoma, shall be and the same are hereby extended to include the following described lands situated in Garfield County, Oklahoma, to-wit:

A. Tract 1. -The East 53 feet of Section 22, Township 22, North, Range 5 W.I.M. The West 33 feet of Section 23, Township 22, North, Range 5 W.I.M. The West 53 feet of Section 26, Township 22 North, Range 5 W.I.M. except that part of Section 26 that has heretofore been annexed to the Town of Fairmont. The East 53 feet of Section 27, Township 22 North, Range 5 W.I.M. All of sections 15, 16, and the Northeast 1/4 of Section 17. The Southwest 1/4 of Section 22, the North 1/2 of Section 21. All of Section 20 except the Southeast 1/4 and the West 33 feet, the South 1/2 of Section 19 except the East 53 feet, Southeast 1/4 of Section 28, All of Section 29 except the Southeast 1/4 and the West 23 feet, All of Section 30 except the Northwest 1/4 and the East 33 feet, All of 31 except the East 53 feet, The West 33 feet and the South 33 feet, The Southwest 1/4 except the West 53 feet and the Northeast 1/4 of Section 32, All of Section 33, All of Section 34, All laying in Township 22 North, Range 5 West. Also the Northeast 1/4 of Section 19, Township 22 North, Range 5 W.I.M. except the East 53 feet and North 33 feet of said 1/4.

B. Tract 2. -The Northwest 1/4 of Section 5, the North 1/2 of Section 6 except the North 33 feet, all laying in Township 21 North, Range 5 W.I.M.



C. Tract 3. -The South 1/2 of Section 36 except the East 35 feet, the Southwest 1/4 and the Northeast 1/4 of Section 35, the East 1/2 of Section 34, the East 1/2 of Section 33 and the South 33 feet of the West 1/2, All of Section 32 except the Northeast 1/4, the Southeast 1/4 of Section 31, the South 1/2 of Section 30 except that portion laying West of Old U. S. Highway 81, and the East 35 feet of the North 1/2 of Section 30, the Southwest 1/4 of Section 29, and the West 33 feet of the Northwest 1/4 of Section 29, the East 1/2 of Section 28, the South 1/2 of Section 27, All of Section 26, the North 33 feet of the West 1/2 of the Section 25, and the East 1/2 of Section 25, the Southeast 1/4 of Section 24 except that portion that has been annexed by the City of Enid, and the South 33 feet of the Southwest 1/4 of Section 24, All of Section 23, the Northwest 1/4 of Section 22, All of Section 21, except the West 1/2 of the Southwest 1/4, All of Section 19 laying East of the Rock Island Railroad, All in Township 22 North, Range 6 W.I.M. Also, the Southwest 1/4 of Section 20, Township 22 North, Range 6 W.I.M.

D. Tract 4 -The North 33 feet of the West 1/4 of Section 4 laying in Township 21, Range 6 W.I.M. The Northeast 1/4 of Section 1, All laying in Township 21 Range 6 W.I.M.

Section 2. Authority

The Chairman and Board of Trustees find that the above described area is adjacent and contiguous to the present corporate limits of said Town and that such annexation has been consented to in writing by three-fourths of the legal voters and by the owners of not less than 5/4 (in value) of the whole number of acres of the said territory to be annexed; and that the annexation of said area is authorized by the Statutes of the State of Oklahoma, and in particular Sections 481 and 482 of Title 11, Oklahoma Statutes 1969 Supplement.

Section 3. Repealing Clause

All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

MSC 368 PAGE 76

Page 5. Ordinance No. 103-72, Town of Fairmont, Oklahoma

Section 4. Severance

If any part or parts hereof be held invalid or ineffective, the remaining portion shall be effective.

Section 5. Emergency

It being immediately necessary for the preservation of the public use, health, and safety an emergency is hereby declared by reason whereof this Ordinance shall be in full force and effect from and after the passage and approval as provided by law.

Passed and Approved this 27th day of October, 1971.

*Raymond Pralle*  
Chairman, Board of Trustees  
Town of Fairmont, Oklahoma

ATTEST:  
*Martha Pralle*  
Town Clerk

STATE OF OKLAHOMA )  
COUNTY OF GARFIELD ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of October, 1971, personally appeared Raymond Pralle, known to me to be the identical person who executed the within and foregoing instrument as Chairman of the Board of Trustees of the Town of Fairmont, Oklahoma, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Board of Trustees, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

*Shirley Waller*  
Notary Public

NOTARY PUBLIC  
COUNTY OF GARFIELD  
STATE OF OKLAHOMA  
(SEAL)  
My Commission Expires: June 14th, 1972.



Ex. # 18

ORDINANCE NO. 86-01  
DETACHMENT OF TERRITORY

164006

AN ORDINANCE DETACHING CERTAIN TERRITORY FROM THE CORPORATE LIMITS OF THE TOWN OF FAIRMONT, GARFIELD COUNTY, OKLAHOMA; DESIGNATING THE TERRITORY SO DETACHED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FAIRMONT, OKLAHOMA.

Section 1. The property described below is hereby detached from the corporate limits of the Town of Fairmont, Garfield County, Oklahoma.

Section 2. The real estate so detached is described as:

A. Tract 1. The East 33 feet of Section 22, Township 22 North, Range 5 W.I.M. The West 33 feet of Section 25, Township 22 North, Range 5 W.I.M. The East 33 feet of Section 27, Township 22 North, Range 5 W.I.M. All of Sections 15, 16 and the Northeast 1/4 of Section 17. The Southwest 1/4 of Section 22, the North 1/2 of Section 21. All of Section 20 except the Southeast 1/4 and the West 33 feet the South 1/2 of Section 19 except the East 33 feet, the Southeast 1/4 of Section 28. All of Section 29, except the Southeast 1/4 and the West 33 feet. All of Section 30 except the Northwest 1/4 and the East 33 feet. All of Section 31 except the East 33 feet the West 33 feet and the South 33 feet. The Southeast 1/4 except the West 33 feet and the Northeast 1/4 of Section 32. All of Section 33. All of Section 34. All laying in Township 22 North, Range 5 West. Also the Northeast 1/4 Section of 19, Township 22 North, Range 5 W.I.M. except the East 33 feet and North 33 feet of said 1/4.

B. Tract 2. The Northwest 1/4 of Section 5, the North 1/2 of Section 6 except the North 33 feet, all laying in Township 21 North, Range 5 W.I.M.

C. Tract 3. The South 1/2 of Section 36 except the East 33 feet, the Southwest 1/4 and the Northeast 1/4 of Section 35, the East 1/2 of Section 34. The East 1/2 of Section 33 and the South 33 feet of the West 1/2. All of Section 32 except the Northeast 1/4, the Southeast 1/4 of Section 31, the South 1/2 of Section 30 except that portion laying West of Old U.S. Highway 81, and the East 33 feet of the North 1/2 of Section 30, the Southwest 1/4 of Section 29, and the West 33 feet of the Northwest 1/4 of Section 29, the East 1/2 of Section 28, the South 1/2 of Section 27. All of Section 26, the North 33 feet of the West 1/2 of Section 25, and the East 1/2 of Section 25, the Southeast 1/4 of Section 24 except that portion that has been annexed by the City of Enid, and the South 33 feet of the Southwest 1/4 of Section 24. All of Section 23, the Northwest 1/4 of Section 22. All of Section 21 except the West 1/2 of the Southwest 1/4. All of Section 19 laying East of the Rock Island Railroad. All in Township 22 North, Range 6 W.I.M. Also, the Southwest 1/4 of Section 20, Township 22 North, Range 6 W.I.M.

D. Tract 4. The North 33 feet of the West 1/4 of Section 4 laying in Township 21, Range 6 W.I.M. The Northeast 1/4 of Section 1. All laying in Township 21, Range 6 W.I.M.

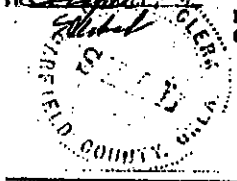
E. Tract 5. The Northwest 1/4 of Section 4, Township 21 North, Range 6, W.I.M., Garfield County, Oklahoma.

*Jean Carson P.O. Box 75, Fairmont OK 73736*

STATE OF OKLAHOMA  
COUNTY OF GARFIELD  
RECORDED

DEC 8 1 43 PM '86

BOOK 1019 PAGE 34  
ROBERT G. DEAF  
COUNTY CLERK



BOOK 1019 PAGE 34

*JW*

F. Tract 6. The East 1/2 of Section 8, Township 22 North, Range 5 W.I.M.

G. Tract 7. The Northeast 1/4 of Section 28, Township 22 North, Range 5 W.I.M., and the Southeast 1/4 of Section 21, Township 22 North, Range 5 W.I.M.

H. Tract 8. The West 33 feet of Section 14, Township 22 North, Range 5 W.I.M. The East 33 feet of the Southeast 1/4, Section 18, Township 22 North, Range 5 W.I.M. The South 33 feet of the Northwest 1/4 of Section 22, Township 22 North, Range 5 W.I.M. The East 33 feet of the Southeast 1/4 of Section 21, Township 22 North, Range 5 W.I.M. The East 33 feet of the Northeast 1/4 of Section 28, Township 22 North, Range 5 W.I.M. The West 33 feet of Section 27, Township 22 North, Range 5 W.I.M. The West 33 feet of Section 35, Township 22 North, Range 5 W.I.M. The East 66 feet of the Northwest 1/4 of Section 32, Township 22 North, Range 5 W.I.M.

I. Tract 9. The West 33 feet of the Northwest 1/4 of Section 36, Township 22 North, Range 6 W.I.M. The East 33 feet of the Southeast 1/4 of Section 35, Township 22 North, Range 6 W.I.M.

J. Tract 18. The South 66 feet of the Southwest 1/4 of Section 33, Township 22 North, Range 6 W.I.M.

**Section 3.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed. Specifically Ordinances 78-1, 78-2, 82-1 and 84-1 are hereby repealed.

**Section 4.** It being immediately necessary for the preservation of the peace, health, and safety and public good of the Town of Fairmont, Oklahoma, and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an Emergency is hereby declared to exist by reason whereof this Ordinance shall take effect and be in full force from and after its passage, as provided by law.

PASSED AND APPROVED AND THE EMERGENCY CLAUSE VOTED SEPARATELY THIS 25  
DAY OF Nov, 1986.

Jean Carson  
MAYOR



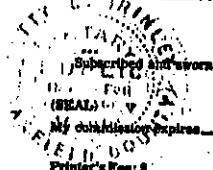
**AFFIDAVIT OF PUBLICATION**

Steve R. Taylor being duly sworn, deposes and says that he is publisher of The ENID MORNING NEWS a daily newspaper printed and published in Garfield County, Oklahoma, having a general paid circulation therein and having an entrance into the United States mails as second class matter and published in said county where it is delivered to the United States mails. That said ENID MORNING NEWS has been continuously and uninterruptedly published in said county during a period of 184 weeks consecutively prior to the first publication of notice or advertisement hereto attached without cessation. That the place of publication of said paper has not been moved, the name has not been changed and the continuity of its regular issues has not been broken. That the ENID MORNING NEWS comes within the prescriptions and requirements of Section 1, Chapter 4, Title 28 of Session Laws of 1943 of Oklahoma.

That the attached notice of publication was published in said ENID MORNING NEWS wholly in the regular edition, and not in a supplement, for a period of 1 consecutive Monday issues being consecutive Monday issues between the 21st and 22nd days of December, 1986.

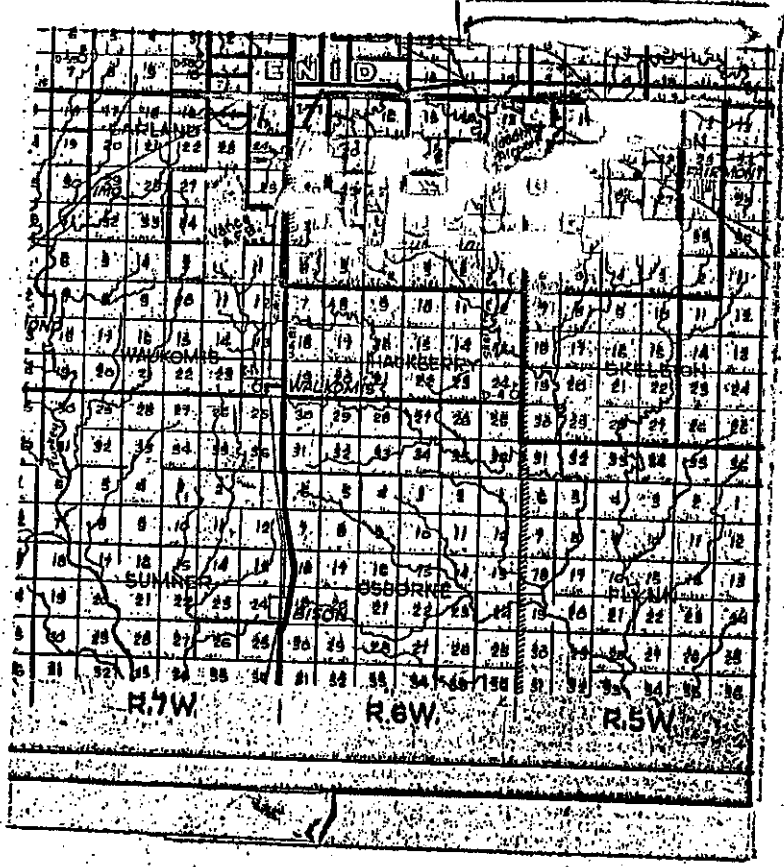
That said notice was published on the following dates:

1st publication <u>Dec 2, 1986</u>	5th publication _____
2nd publication _____	6th publication _____
3rd publication _____	7th publication _____
4th publication _____	8th publication _____



Subscribed and sworn to before me this 2 day of Dec, 1986.  
Steve R. Taylor  
 Notary Public.  
 My commission expires FEB 8 1987, 1987.

Published in the Enid Morning News Dec. 2, 1986.  
 ORDINANCE NO. 85-01  
 DETACHMENT OF TERRITORY  
 AN ORDINANCE DETACHING CERTAIN TERRITORY FROM THE CORPORATE LIMITS OF THE TOWN OF FARMONT, GARFIELD COUNTY, OKLAHOMA; DESIGNATING THE TERRITORY SO DETACHED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY. PASSED AND APPROVED AND THE EMERGENCY CLAUSE VOTED SEPARATELY THIS 25th DAY OF NOV., 1986.  
 (SEAL)  
 ATTEST:  
 Donna Will, Town Clerk



County  
of  
North  
Carolina  
Eastern

183



2016 Book: 2283 Page: 1074 3478  
4/08/16 11:54AM Pg: 1074-1121  
Fee: \$107.00 Doc: \$0.00  
KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

GARFIELD COUNTY,  
OKLAHOMA

**AFFIDAVIT RE:  
MEMORANDUM OF AGREEMENT  
BETWEEN TARGA PIPELINE MID-CONTINENT WESTOK LLC  
(formerly ATLAS PIPELINE MID-CONTINENT WESTOK, LLC) and  
SANDRIDGE EXPLORATION AND PRODUCTION, LLC**

STATE OF OKLAHOMA )  
COUNTY OF GARFIELD )

COMES NOW, Patrick J. McDonie, as President and COO of TARGA PIPELINE MID-CONTINENT WESTOK LLC, a Delaware limited liability company (formerly Atlas Pipeline Mid-Continent WestOk, LLC) ("Affiant"), does hereby declare and state as follows:

1. That a Memorandum of Agreement dated December 27, 2012 by and between Atlas Pipeline Mid-Continent WestOk, LLC and Sandridge Exploration and Production, LLC ("Memorandum") was executed to memorialize a certain Gas Purchase Agreement dated January 1, 2013 ("Agreement") entered into by the parties.
2. The Agreement contemplates the filing of the Memorandum in the applicable real property records to give third parties notice of the existence of the Agreement and certain provisions contained therein, including covenants that run with the land as between the parties.
3. A true and correct executed copy of the Memorandum of Agreement is attached hereto as Exhibit "A".
4. The Agreement involves or affects property within the Dedicated Areas (as defined in the Agreement) described on Exhibit "B" attached hereto.

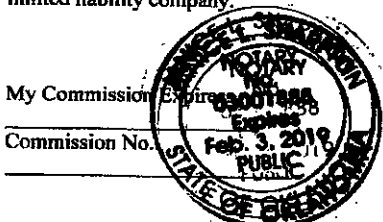
Further this affiant sayeth not.

TARGA PIPELINE MID-CONTINENT  
WESTOK LLC (formerly Atlas Pipeline Mid-Continent WestOk LLC)

By: [Signature]  
Patrick J. McDonie, President and COO

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

This instrument was acknowledged before me on March 22, 2016, by Patrick J. McDonie as President and COO of TARGA PIPELINE MID-CONTINENT WESTOK LLC, a Delaware limited liability company.



[Signature]  
Notary Public

**NOTE TO COUNTY RECORDER: THIS DOCUMENT SHOULD BE INDEXED UNDER THE FOLLOWING NAMES:**

TARGA PIPELINE MID-CONTINENT WESTOK LLC  
ATLAS PIPELINE MID-CONTINENT WESTOK, LLC  
SANDRIDGE EXPLORATION AND PRODUCTION, LLC

Record & Return to:  
FRAY WALKER, P.C.  
Attorneys at Law  
100 West 5th St., Suite 900  
Tulsa, Oklahoma 74103-4282

102-  
5-  
48

224



EXHIBIT "A"

MEMORANDUM OF AGREEMENT

This Memorandum of Gas Purchase Agreement ("Memorandum of Agreement") is made and entered into on December 21, 2012 by and between ATLAS PIPELINE MID-CONTINENT WESTOK, LLC, a Delaware limited liability company ("Atlas"), located at 14900 Quail Springs Parkway, Suite 215, Oklahoma City, Oklahoma 73134 and SANDRIDGE EXPLORATION AND PRODUCTION, LLC, a Delaware limited liability company ("Producer"), located at 123 Robert S. Kerr, Oklahoma City, Oklahoma 73102-6406 (collectively, the "Parties").

WHEREAS, Atlas and Producer entered into that certain Gas Purchase Agreement dated January 1, 2013 (the "Effective Date"), as may be amended from time to time (the "Agreement"); and

WHEREAS, the Parties desire to file this Memorandum of Agreement in the applicable real property records to give notice of the existence of the Agreement and certain provisions contained therein.

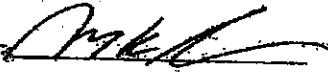
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties as follows:

1. **Term.** The term of the Agreement commenced on the Effective Date and, unless terminated sooner in accordance with its terms, continues in effect for five (5) years following the Effective Date (the "Primary Term"), with Producer having an option (upon satisfaction of certain conditions) to extend the Primary Term for an additional four (4) years (for a total of nine (9) years), and year to year thereafter until terminated by either Party upon not less than thirty (30) days written notice to the other Party in advance of the expiration of the Primary Term (as then existing), or of any extension thereof.
  2. **Purchase and Sale of Gas.** Subject to the terms and conditions of the Agreement, Producer agrees to deliver and sell, and Atlas agrees to receive and purchase, Gas.
  3. **Dedicated Area.** The Agreement involves or affects property within the Dedicated Area, as described on Exhibit A attached hereto.
  4. **Incorporation of Terms.** The terms and conditions of the Agreement are incorporated herein and made a part hereof for all purposes by this reference. This Memorandum of Agreement is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement in any way. Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Agreement.
  5. **Counterparts.** This Memorandum of Agreement may be executed in one or more originals, but all of which together shall constitute one and the same instrument.
- IN WITNESS WHEREOF, the Parties executed this Memorandum of Agreement on the date first above written.

ATLAS PIPELINE MID-CONTINENT  
WESTOK, LLC

SANDRIDGE EXPLORATION AND  
PRODUCTION, LLC

By:   
Tony Aurich  
Vice President

By:   
Name: Matthew K. Grubb  
Title: President and Chief Operating Officer

Attest: \_\_\_\_\_  
Secretary

**Bk:2283 Pg:1076**

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

STATE OF OKLAHOMA §  
§ ss  
COUNTY OF OKLAHOMA §

Before me on December 27, 2012, Tony Aldrich personally appeared in his capacity as Vice President of ATLAS PIPELINE MID-CONTINENT WESTOK, LLC, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed, and as the free and voluntary act of the company, for the uses, purposes and consideration therein set forth. Witness my hand and official seal:

Ronald L. Moore  
Notary Public, State of Oklahoma  
My commission expires: 9/3/2014



STATE OF OKLAHOMA §  
§ ss  
COUNTY OF OKLAHOMA §

Before me, on December 27, 2012, Matthew K. Gault personally appeared in the capacity as President and Chief Executive Officer of SANBRIDGE EXPLORATION AND PRODUCTION, LLC, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same as free and voluntary act and deed, and as the free and voluntary act of the company, for the uses, purposes and consideration therein set forth. Witness my hand and official seal:

Ronald L. Moore  
Notary Public, State of Oklahoma  
My commission expires: 9/3/2014



**EXHIBIT "A"**

Attached to and made a part of that certain  
Memorandum of Agreement  
between

**SANDRIDGE EXPLORATION AND PRODUCTION, LLC, as "Producer"**  
and  
**ATLAS PIPELINE MID-CONTINENT WESTOK, LLC, as "Atlas"**

Dated: January 1, 2013

**DEDICATED AREA**

The Property referred to in the Memorandum of Agreement is the following legally described land:

**DEDICATION AREA 1**

<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>COUNTY</u>	<u>STATE</u>
ALL	ALL	ALL	ALFALFA	OK
ALL	ALL	ALL	GRANT	OK
ALL *	ALL *	ALL *	WOODS *	OK

\* With respect to Woods County, Oklahoma, Dedication Area 1 includes the lands located in all Townships in Woods County, Oklahoma *save and except* the lands located in Township 29 North, Range 20 West and Township 28 North, Range 20 West.

**DEDICATION AREA 2**

<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>COUNTY</u>	<u>STATE</u>
ALL	ALL	ALL	BARBER	KS
ALL	33 SOUTH	16 WEST	COMANCHE	KS
ALL	34 SOUTH	16 WEST	COMANCHE	KS
ALL	35 SOUTH	16 WEST	COMANCHE	KS
ALL	33 SOUTH	17 WEST	COMANCHE	KS
ALL	34 SOUTH	17 WEST	COMANCHE	KS
ALL	35 SOUTH	17 WEST	COMANCHE	KS
ALL	ALL	ALL	COWLEY	KS
ALL	ALL	ALL	HARPER	KS
ALL	ALL	ALL	SUMNER	KS
ALL	ALL	ALL	GARFIELD	OK
ALL	ALL	ALL	MAJOR	OK
ALL	ALL	ALL	WOODWARD	OK

**Bk:2283 Pg:1100**

KATHY R. HUGHES-GARFIELD COUNTY CLERK  
State of Oklahoma

<i>TOWNSHIP</i>	<i>RANGE</i>	<i>SECTION</i>	<i>LEGAL DESCRIPTION</i>
22N	6W	7	All
22N	6W	8	All
22N	6W	9	All
22N	6W	10	All
22N	6W	11	All
22N	6W	12	All
22N	6W	13	All
22N	6W	14	All
22N	6W	15	All
22N	6W	16	All
22N	6W	17	All
22N	6W	18	All
22N	6W	19	All
22N	6W	20	All
22N	6W	21	All
22N	6W	22	All
22N	6W	23	All
22N	6W	24	All
22N	6W	25	All
22N	6W	26	All
22N	6W	27	All
22N	6W	28	All
22N	6W	29	All
22N	6W	30	All
22N	6W	31	All

... and other properties...

2018 Book: 2383 Page: 885 4968  
5/16/18 02:49PM Pg. 885-890  
Fee: \$23.00 Doc: \$0.00  
LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma



**NOTICE TO THE PUBLIC REGARDING:**

1. **MERGER OF RURAL WATER DISTRICT No. 6 GARFIELD COUNTY and KAY COUNTY RURAL WATER DISTRICT No. 6;**
2. **MERGED DISTRICTS TO USE THE NAME RURAL WATER DISTRICT No. 6 GARFIELD COUNTY**
3. **PROPERTY INTERESTS IN GARFIELD, GRANT AND NOBLE COUNTY NOW OWNED AND OPERATED BY RURAL WATER DISTRICT No. 6 GARFIELD COUNTY.**

On February 9<sup>th</sup>, 2012 the Board of Directors for Rural Water District No.6 Garfield County and the Kay County Rural Water District No. 6 approved an Agreement of Merger of the two entities and agreed that operations would be conducted under the name of Rural Water District No. 6, Garfield County (Agreement attached as Exhibit A)

The Agreement of Merger was approved by the Garfield County Commissioners and Kay County Commissioners. (Exhibit B)

The Agreement of Merger provided that all operation of the merged entities would be continue under the name of the Garfield County Rural Water District No. 6 and that all property interests and business records would be changed to show that the business merged districts would continue operations under the name of Rural Water District No. 6 Garfield County. The legal descriptions attached as Exhibit C reflect the area in which Kay County Rural Water District No. 6 may have owned property interests which are now owned and operated by Rural Water District No. 6, Garfield County.

Signed this 16 day of May 2018.

E. W. "Bill" Shaw, OBA# 8138  
MITCHELL DECLERCK  
202 West Broadway  
Enid, Oklahoma 73701

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA     )  
  ) SS:  
COUNTY OF GARFIELD    )

18-  
5-  
6

This instrument was acknowledged before me this 16<sup>th</sup> day of May 2018, by E. W. "Bill" Shaw, attorney for Rural Water District No.6 Garfield County.

  
Notary Public

My Commission Expires: 03/05/2019  
Commission No. 07002241



Return to:  
E. W. "Bill" Shaw  
Mitchell DeClerck  
202 W. Broadway  
Enid, OK 73701

**AGREEMENT OF MERGER**

This Agreement of Merger ("Agreement") is made and entered this 9th day of February 2012 by and between Garfield County Rural Water District No. 6, an Oklahoma Rural Water District and Kay County Rural Water District No. 6, and Oklahoma Rural Water District

**WHEREAS**, the parties have agreed that the two districts will be merged into a single district as set forth in the Proposal for Merger signed by each entity and approved by the County Commissioners of Garfield Count and Kay County, Oklahoma.

**ACCORDINGLY**, the parties enter into this Agreement for the purposes of describing the merger.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree, as follows:

1. **Merger: Effective Date.** Pursuant to the agreement of the parties Garfield County Rural Water District No. 6 shall be merged with and into Kay County Rural Water District No. 6 and all future operations of the District will be conducted under the name of Garfield County Rural Water District No. 6 (hereinafter referred to as the "District"). A copy of this agreement will be filed with the Oklahoma Water Resources Board and other state offices as required by law.

2. **Articles of Organization and Operating Agreement.** The By-Laws and operational procedures used by Kay County Rural Water District shall continue to be the operational documents of the District.

3. **Assets and Liabilities.** The bank accounts, accounts receivable, machinery, vehicles, equipment, easements and inventory of supplies owned by Kay County Rural Water District No. 6 shall be considered assets of the District and the name shall be changed on all bank accounts, stationary, billing statements and other documents used in the operation of the District shall be changed to reflect the new name. The Internal Revenue Service will be advised of the change in name of the District. If the Internal Revenue Service will not change the name and all continuation under the existing tax number, then a new number shall be secured for the District.

All loan, mortgages, accounts payable and other liabilities of the Kay County Rural Water District No. 6 are unchanged except for the adoption of the new name of the District.

4. **Board of Directors.** The members of the Board of Directors of Kay County Rural Water District No. 6 shall continue as the Board of Directors of the District, with the current officers retaining their respective office until the next election required by the by-laws.

02/10/2012 15:54 5888535317

GARFIELD RWD6

PAGE 03/04  
2018 5/16/18 02:49PM 885-890 4968

**Bk:2383 Pg:887**

LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

5. **Employees.** All employees of Kay County Rural Water District No. 6 shall be employees of the District and all benefits accrued by virtue of their employment shall be unchanged by this merger. District will take the steps necessary to notify all entities providing health insurance, workers compensation insurance, and other employee benefit programs of the change in name of the District.

6. **Notice of Merger.** If a Certificate of Merger is issued upon the filing of this agreement with the required state offices, then that certificate shall be filed of record in each county where the District. If no formal certificate is issued, this agreement shall be filed in each county as evidence of the merger.

Executed as of the 9th day of February, 2012.

Garfield County Rural Water  
District No. 6

Willard Brakhage  
Willard Brakhage

Anton Vencil  
Anton Vencil

Roger D. Hafner  
Roger D. Hafner

Kay County Rural Water  
District No. 6

R.J. Parrish  
R.J. Parrish

Bill White  
Bill White

Ben Reinschmidt  
Ben Reinschmidt


Carl Smith  
Carl Smith

Brady Hostetler  
Brady Hostetler

**APPROVAL OF MERGER**

Based on the Report of Merger with the attached documents showing the approval of the action of the Board of Directors for the Rural Water District No. 6, Garfield County, Oklahoma and the Rural Water District No. 6, Kay County, Oklahoma, the Garfield County Commissioners affirm the decision of the Rural Water District No. 6, Garfield County and hereby approve its merger with the Rural Water District No. 6, Kay County, Oklahoma with the surviving entity operating under the name of the Rural Water District No. 6, Garfield County, Oklahoma

Approved by affirmative vote of the Commissioners of Garfield County, Oklahoma this 31 day of October, 2011.

*Attest!*  
 *County Clerk*  
*10-31-11*

  
Michael Postier

  
Marc Bolz

  
James Simunek



**APPROVAL OF MERGER**

Based on the Report of Merger with the attached documents showing the approval of the action of the Board of Directors for the Rural Water District No. 6, Garfield County, Oklahoma and the Rural Water District No. 6, Kay County, Oklahoma, the Garfield County Commissioners affirm the decision of the Rural Water District No. 6, Garfield County and hereby approve its merger with the Rural Water District No. 6, Kay County, Oklahoma with the surviving entity operating under the name of the Rural Water District No. 6, Garfield County, Oklahoma

3/ Approved by affirmative vote of the Commissioners of Garfield County, Oklahoma this day of October, 2011.

Attest:  
*Lorie Legere*  
County Clerk  
10/31/11



*Michael Postier*  
Michael Postier

*Marc Bolz*  
Marc Bolz

*James Simunek*  
James Simunek

Rural Water District No. 6, Garfield County, Oklahoma			
GARFIELD COUNTY LOCATIONS			
EXHIBIT C-1			
TOWNSHIP	RANGE	SECTIONS	LEGAL DESCRIPTION
20N	6W	1 thru 36	ALL
21N	6W	1 thru 36	ALL
22N	6W	1 thru 36	ALL
23N	6W	1 thru 36	ALL
24N	6W	1 thru 36	ALL
20N	5W	1 thru 36	ALL
21N	5W	1 thru 36	ALL
22N	5W	1 thru 36	ALL
23N	5W	1 thru 36	ALL
24N	5W	1 thru 36	ALL
20N	4W	1 thru 36	ALL
21N	4W	1 thru 36	ALL
22N	4W	1 thru 36	ALL
23N	4W	1 thru 36	ALL
24N	4W	1 thru 36	ALL
20N	3W	1 thru 36	ALL
21N	3W	1 thru 36	ALL
22N	3W	1 thru 36	ALL
23N	3W	1 thru 36	ALL
24N	3W	1 thru 36	ALL



**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF SALTWATER TRUCKING AND DISPOSAL AGREEMENT (this "Memorandum") is entered into effective July 3, 2018 (the "Effective Date"), by and among Chaparral Energy, L.L.C. ("Chaparral"), with an address of 701 Cedar Lake Boulevard, Oklahoma City, Oklahoma 73114, and Lagoon Water Logistics LLC, an Oklahoma limited liability company ("Lagoon") and Triple Crown Services LLC, an Oklahoma limited liability company ("TCS" and together with Lagoon, the "Gatherer"), both with an address of 16224 Muirfield Place, Edmond, OK 73013.

**WHEREAS**, Chaparral and Gatherer entered into that certain Saltwater Trucking and Disposal Agreement effective July 3, 2018 (the "Agreement"), pursuant to which Gatherer will provide certain trucking, disposal, and other services as therein set forth;

**WHEREAS**, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Agreement; and

**WHEREAS**, the Parties desire to file this Memorandum of record in the real property records of Garfield County, Oklahoma, described on Attachment 1 hereto (the "AOD"), to give notice of the existence of the Agreement and certain provisions contained therein;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Notice.** Notice is hereby given of the existence of the Agreement and all of its terms, covenants, and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 through 3 below.

2. **Dedication.** Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, Chaparral has exclusively dedicated the AOD to Gatherer for all trucking and disposal of Saltwater as set forth under the Agreement and commits to deliver to Gatherer, as and when produced, all Saltwater within the AOD into the Facilities as set forth under the Agreement.

3. **Covenant Running with the Land.** Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, the Parties intend that the dedication and commitment made by Chaparral under the Agreement be a covenant running with (a) the AOD, as a burden on Chaparral's title thereto and binding on successors-in-interest in and to the AOD, and (b) the Facilities, as a benefit accruing to Gatherer's title thereto and inuring to the benefit of successors-in-interest to the Facilities. Chaparral shall not transfer any or all of its interest in any AOD unless (i) Chaparral obtains and delivers to Gatherer a written acknowledgment by the transferee in favor of Gatherer acknowledging that the transferred AOD shall remain subject to the Agreement in all respects and (ii) each instrument of conveyance expressly so states.

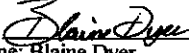
4. **No Amendment to Agreement.** This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend or modify the Agreement in any way.

[Signature Page to Follow]


14-5-4

**IN WITNESS WHEREOF**, this Memorandum has been signed by or on behalf of each of the Parties as of the Effective Date.


**Triple Crown Services LLC**

By:   
Name: Blaine Dyer  
Title: CEO

**Lagoon Water Logistics LLC**

By:   
Name: Blaine Dyer  
Title: CEO

**Chaparral Energy, L.L.C.**

By:   
Name: Lincoln McElroy  
Title: Attorney-in-Fact

**ACKNOWLEDGEMENTS**

**STATE OF OKLAHOMA**

**COUNTY OF OKLAHOMA**

Before me, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared Blaine Dyer, CEO of Lagoon Water Logistics LLC & Triple Crown Services LLC known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same, on behalf of Lagoon Water Logistics LLC & Triple Crown Services LLC for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 7 day of September, 2018.



Lorie Legere  
Notary Public, State of Oklahoma

My commission expires: 10/11/21

**STATE OF OKLAHOMA**

**COUNTY OF OKLAHOMA**

Before me, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared Lincoln McElroy known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same, on behalf of Chaparral Energy LLC for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 7<sup>th</sup> day of September, 2018.



Kip Emerson  
Notary Public, State of Oklahoma

My commission expires: 08/07/2021

Attached 1

**AOD – Legal Description**

Sections	Township	Range
1-36	20N	05W
1-36	20N	06W
1-36	20N	07W
1-36	20N	08W
1-36	21N	05W
1-36	21N	06W
1-36	21N	07W
1-36	21N	08W
1-36	22N	05W
1-36	22N	06W
1-36	22N	07W
1-36	22N	08W

Return To:

Lagoon Midstream LLC  
Attn: Brian Rickard  
16224 Muirfield Place  
Edmond, OK 73013



**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF SALTWATER GATHERING AND DISPOSAL AGREEMENT (this "Memorandum") is entered into effective July 3, 2018 (the "Effective Date"), by and among Chaparral Energy, L.L.C. ("Chaparral"), with an address of 701 Cedar Lake Boulevard, Oklahoma City, Oklahoma 73114, and Lagoon Water Logistics LLC ("Lagoon"), with an address of 16224 Muirfield Place, Edmond, OK 73013.

WHEREAS, Chaparral and Lagoon entered into that certain Saltwater Gathering and Disposal Agreement effective July 3, 2018 (the "Agreement"), pursuant to which Lagoon will provide certain gathering, disposal, and other services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Agreement; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of Garfield County, Oklahoma, described on Attachment 1 hereto (the "AOD"), to give notice of the existence of the Agreement and certain provisions contained therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Notice.** Notice is hereby given of the existence of the Agreement and all of its terms, covenants, and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 through 3 below.
2. **Dedication.** Subject to the exceptions, exclusions, and reservations set forth in the Agreement and the other terms and conditions of the Agreement, Chaparral has exclusively dedicated the AOD to Lagoon for all gathering and disposal of Saltwater as set forth under the Agreement and commits to deliver to Lagoon, as and when produced, all Saltwater within the AOD into the Facilities as set forth under the Agreement.
3. **Covenant Running with the Land.** Subject to the exceptions, exclusions and reservations set forth in the Agreement and the other terms and conditions of the Agreement, the Parties intend that the dedication and commitment made by Chaparral under the Agreement be a covenant running with (a) the AOD, as a burden on Chaparral's title thereto and binding on successors-in-interest in and to the AOD, and (b) the Facilities, as a benefit accruing to Lagoon's title thereto and inuring to the benefit of successors-in-interest to the Facilities. Chaparral shall not transfer any or all of its interest in any AOD unless (i) Chaparral obtains and delivers to Lagoon a written acknowledgment by the transferee in favor of Lagoon acknowledging that the transferred AOD shall remain subject to the Agreement in all respects and (ii) each instrument of conveyance expressly so states.
4. **No Amendment to Agreement.** This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend or modify the Agreement in any way.

{Signature Page to Follow}

12-  
5-  
3

**IN WITNESS WHEREOF**, this Memorandum has been signed by or on behalf of each of the Parties as of the Effective Date.

**Lagoon Water Logistics LLC**

By: *Blaine Dyer*  
Name: Blaine Dyer  
Title: CEO

**Chaparral Energy, L.L.C.**

By: *Lincoln McElroy*  
Name: Lincoln McElroy  
Title: Attorney-in-Fact

**ACKNOWLEDGEMENTS**

**STATE OF OKLAHOMA**

**COUNTY OF OKLAHOMA**

Before me, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared Blaine Dyer, CEO of Lagoon Water Logistics LLC known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same, on behalf of Lagoon Water Logistics LLC for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 7 day of September, 2018.



*Austin Leffler*  
Notary Public, State of Oklahoma

My commission expires: 10/11/21

**STATE OF OKLAHOMA**

**COUNTY OF OKLAHOMA**

Before me, the undersigned authority, a Notary Public in and for the State of Oklahoma, on this day personally appeared Lincoln McElroy known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same, on behalf of Chaparral Energy LLC for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 7 day of September, 2018.



*Anna Emerson*  
Notary Public, State of Oklahoma

My commission expires: 06/07/21



Attached 1

**AOD - Legal Description**

Sections	Township	Range
1-36	20N	05W
1-36	20N	06W
1-36	20N	07W
1-36	20N	08W
1-36	21N	05W
1-36	21N	06W
1-36	21N	07W
1-36	21N	08W
1-36	22N	05W
1-36	22N	06W
1-36	22N	07W
1-36	22N	08W

Return To:

Lagoon Midstream LLC  
Attn: Brian Rickard  
16224 Muirfield Place  
Edmond, OK 73013

Alta Mesa Solutions  
OKLAHOMA ENERGY ACQUISITIONS, LP  
15021 Katy Freeway, Suite 400  
Houston, Texas 77094

**RECORDING MEMORANDUM**



STATE OF OKLAHOMA

COUNTIES OF BLAINE, CANADIAN,  
GARFIELD, KINGFISHER, LOGAN  
AND MAJOR

§  
§  
§  
§  
§  
§

2019 Book: 2415 Page: 995 358  
1/11/19 11:29AM Pg: 995-1002  
Fee: \$27.00 Doc: \$0.00  
LORIE LEGERE-GARFIELD COUNTY CLERK  
State of Oklahoma

This Memorandum of Water Gathering and Disposal Agreement (this "Memorandum") is made and entered into this 9<sup>th</sup> day of November, 2018, by and between Oklahoma Energy Acquisitions, LP, a Texas limited partnership, located at 15021 Katy Freeway, Suite 400, Houston, Texas 77094, Attn: Michael M. McCabe ("Producer"), and Oklahoma Produced Water Solutions, LLC, a Delaware limited liability company, located at 1070 Evergreen Circle, The Woodlands, Texas 77380, Attn: David McClure ("OPWS").

WHEREAS, Producer and OPWS have entered into a Water Gathering and Disposal Agreement (the "Agreement") dated the 1st day of October, 2018 (the "Effective Date"); and

WHEREAS, Producer and OPWS desire to file this Memorandum to provide record notice of the Agreement.

**1. Dedication.**

(a) Subject to the terms of the Agreement, during the Term, Producer for itself and its Affiliates, and its and their successors and/or assigns, exclusively, dedicates and commits to deliver to OPWS under the Agreement, as and when produced, all Committed Produced Water and agrees not to deliver any Committed Produced Water to any other gatherer, purchaser, marketer, disposal well operator or owner, or other Person prior to delivery to OPWS at the Delivery Points (the "Product Dedication").

(b) Subject to the terms of the Agreement, during the Term, Producer for itself and its Affiliates, and its and their successors and/or assigns, exclusively dedicates and commits all of the Dedicated Interests to OPWS for performance of the Services with respect to Committed Produced Water pursuant to the Agreement (the "Real Property Dedication").

(c) In the event that Producer or any of its Affiliates after the Effective Date acquires any Dedicated Interest in the Dedicated Area (each a "Future Dedicated Interest"), such Future Dedicated Interest shall automatically become a Dedicated Interest under the Agreement for all purposes, unless such Future Dedicated Interest is subject to a Conflicting Dedication, in which case such Future Dedicated Interest shall automatically become a Dedicated Interest under the Agreement for all purposes on such date that the Conflicting Dedication expires or terminates.

22-  
5-  
8

**2. Covenant Running with Land.** The rights and obligations under the Agreement, including without limitation the Product Dedication and the Real Property Dedication are (a) real covenants binding on the Dedicated Interests (including the underlying lands, leases and Wells)

and Easements and on Producer's and OPWS's respective successors and assigns, (b) equitable servitudes on the Dedicated Interests (including the underlying lands, leases and Wells), (c) covenants running with the Dedicated Interests (including the underlying lands, leases and Wells) and the System to the performance of the Agreement, binding upon the successors and assigns of the Dedicated Interests, the Committed Produced Water, the System and/or the Easements and (d) touching and concerning Producer's interests in the Dedicated Interests (including the underlying lands, leases and Wells). Notwithstanding anything in the Agreement to the contrary, to the extent that all or a portion of such Dedicated Interests (including the underlying lands, leases and Wells) are sold, assigned, or otherwise transferred to a non-Affiliated Person, such acquiring Person shall only be required to dedicate for delivery under the Agreement Committed Produced Water that is produced from such Dedicated Interests acquired by such non-Affiliated Person from Producer. The acquiring Person shall only assume the Product Dedication and the Real Property Dedication insofar as the Dedicated Interests are acquired by such non-Affiliated Person and shall not be required to dedicate Produced Water produced from Interests already held or controlled by or acquired or controlled after such date by such acquiring Person.

**3. Dedicated Area.** Subject to the terms and condition contained in the Agreement, the Dedicated Area means the dedicated area described in Exhibit "B-1" of the Agreement and depicted on the plat attached as Exhibit "B-2" to the Agreement. The legal descriptions described in Exhibit "B-1" and the plat in Exhibit "B-2" of the Agreement have been attached hereto as Exhibit "A-1" and Exhibit "A-2," respectively.

**4. Term.** Subject to the terms and conditions contained therein, the Agreement shall be in full force and effect as of the Effective Date and shall continue in full force and effect for a period of fifteen (15) Years from the Effective Date, being the primary term of this Agreement, and, unless terminated by either Party effective as of the end of the last Day of the primary term upon at least ninety (90) Days' prior written notice, and will continue Year to Year until the end of a Yearly term extension when either Party provides at least ninety (90) Days' prior written notice of termination (such term, together with the primary term, being the "Term"). The termination of the Agreement will not excuse any obligations incurred under the Agreement prior to the effective date of termination.

**5. Incorporation of Agreement and Effect of Memorandum.** The sole purpose of this Memorandum is to give notice of the existence of the Agreement. This Memorandum shall not modify in any manner any of the terms and conditions of the Agreement, and nothing in this Memorandum is intended to and shall not be used to interpret the Agreement. The provisions of the Agreement are hereby incorporated into this Memorandum as if set out fully herein. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall govern and control for all purposes.

**6. Defined Terms.** All capitalized terms not defined herein shall have the same meaning assigned such terms in the Agreement.

[Signature pages follow]



**OPWS:**

**OKLAHOMA PRODUCED WATER SOLUTIONS, LLC**  
a Delaware Limited Liability Company

By: *Craig W. Collins*  
Name: Craig W. Collins  
Title: Vice President and Chief Operating Officer

STATE OF TEXAS

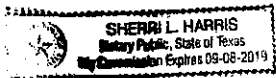
§  
§  
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 9th day of November, 2018 by Craig W. Collins, the Vice President and Chief Operating Officer of Oklahoma Produced Water Solutions, LLC, a Delaware limited liability company, on behalf of said limited liability company.

In witness whereof I hereunto set my hand and official seal.

NOTARIAL SEAL:



*Sherril L. Harris*  
Notary Public in and for the  
State of Texas

My Commission Expires: 9-8-19  
Commission No.: 459642-2

**Exhibit A-1**

**Dedicated Area (Description)**

All lands within Blaine, Canadian, Garfield, Kingfisher, Logan and Major Counties, Oklahoma

Sections	Township	Range	County
1 to 36	21N	7W	Garfield
1 to 36	21N	8W	Garfield
1 to 36	22N	3W	Garfield
1 to 36	22N	4W	Garfield
1 to 36	22N	5W	Garfield
1 to 36	22N	6W	Garfield
1 to 36	22N	7W	Garfield
1 to 36	22N	8W	Garfield
1 to 36	23N	3W	Garfield
1 to 36	23N	4W	Garfield
1 to 36	23N	5W	Garfield
1 to 36	23N	6W	Garfield
1 to 36	23N	7W	Garfield
1 to 36	23N	8W	Garfield
1 to 36	24N	3W	Garfield
1 to 36	24N	4W	Garfield
1 to 36	24N	5W	Garfield
1 to 36	24N	6W	Garfield
1 to 36	24N	7W	Garfield
1 to 36	24N	8W	Garfield
1 to 36	15N	5W	Kingfisher
1 to 36	15N	6W	Kingfisher
1 to 36	15N	7W	Kingfisher
1 to 36	15N	8W	Kingfisher
1 to 36	15N	9W	Kingfisher
1 to 36	16N	5W	Kingfisher
1 to 36	16N	6W	Kingfisher
1 to 36	16N	7W	Kingfisher
1 to 36	16N	8W	Kingfisher
1 to 36	16N	9W	Kingfisher
1 to 36	17N	5W	Kingfisher
1 to 36	17N	6W	Kingfisher
1 to 36	17N	7W	Kingfisher
1 to 36	17N	8W	Kingfisher

Sections	Township	Range	County
1 to 36	17N	9W	Kingfisher
1 to 36	18N	5W	Kingfisher
1 to 36	18N	6W	Kingfisher
1 to 36	18N	7W	Kingfisher
1 to 36	18N	8W	Kingfisher
1 to 36	18N	9W	Kingfisher
1 to 36	19N	5W	Kingfisher
1 to 36	19N	6W	Kingfisher
1 to 36	19N	7W	Kingfisher
1 to 36	19N	8W	Kingfisher
1 to 36	19N	9W	Kingfisher
31 to 36	20N	5W	Kingfisher
31 to 36	20N	6W	Kingfisher
31 to 36	20N	7W	Kingfisher
31 to 36	20N	8W	Kingfisher
31 to 36	20N	9W	Kingfisher
1 to 36	15N	1E	Logan
1 to 36	15N	1W	Logan
1 to 36	15N	2W	Logan
1 to 36	15N	3W	Logan
1 to 36	15N	4W	Logan
1 to 36	16N	1E	Logan
1 to 36	16N	1W	Logan
1 to 36	16N	2W	Logan
1 to 36	16N	3W	Logan
1 to 36	16N	4W	Logan
6 to 8; 12 to 14; 16 to 36	17N	1E	Logan
1 to 36	17N	1W	Logan
1 to 36	17N	2W	Logan
1 to 36	17N	3W	Logan
1 to 36	17N	4W	Logan
27 to 34	18N	1W	Logan
1 to 36	18N	2W	Logan

...and other properties...

# Tax Roll Inquiry

**Garfield County Treasurer**

**Kevin Postier, Treasurer**

114 W. Broadway, Room 104 Enid, OK 73701

Phone: 580-237-0246

Fax: 580-548-2460

E-Mail: kpostier@gctreasurer.org



20220233943

**Owner Name and Address**

**CURBY-BLAKE FAMILY TRUST**

%BRENT BLAKE

12660 HILLCREST RD CONDO #3203

DALLAS TX 73230-0000

**Taxroll Information**

Tax Year : 2022  
 Property ID : 0000-27-22N-06W-4-100-00  
 Location : 4110 S 42 ND ST  
 School District : R56 RURAL 56 Mills : 89.81  
 Type of Tax : Real Estate  
 Tax ID : 233943

**Legal Description and Other Information:**

SE/4 27-22-6 Acres-160 sd-R56 160.00 Acres

**Assessed Valuations**

	Amount
Land	4695
Improvements	0
Net Assessed	4695

**Tax Values**

	Amount
Base Tax	422.00
Penalty	0.00
Fees	0.00
Payments	422.00
Total Paid	428.33
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
01/25/2023	33303	Other	Penalty	6.33	
01/25/2023	33303	Other	Taxes	422.00	BARBARA BLAKE->814381A4-A93F-45B7-BE3A-495369...

Login (build: 19462:20230831.2)

© 2020 All Rights Reserved. Powered by TM Consulting, Inc.



# Garfield County Treasurer

[Home](#)

[State Map](#)

[View or Pay Tax Info](#)

[Mortgage Tax Calculator](#)

[Menu](#)



## History

### Browse the Taxroll File

Year	Tax Id	Type	Owner Name	Base Tax	Fees	Penalty	Total Paid	Total Due
2022	233943	Real Estate	CURBY-BLAKE FAMILY TRUST	422.00	0.00	0.00	422.00	0.00
2021	233943	Real Estate	CURBY-BLAKE FAMILY TRUST	428.00	0.00	0.00	428.00	0.00
2020	233943	Real Estate	CURBY-BLAKE FAMILY TRUST	433.00	0.00	0.00	433.00	0.00
2019	233943	Real Estate	CURBY-BLAKE FAMILY TRUST	397.00	0.00	0.00	397.00	0.00
2018	233943	Real Estate	CURBY-BLAKE FAMILY TRUST	409.00	0.00	0.00	409.00	0.00
2017	233943	Real Estate	CURBY-BLAKE FAMILY TRUST	413.00	0.00	0.00	413.00	0.00
2016	233943	Real Estate	BLAKE, BARBARA J	415.00	0.00	0.00	415.00	0.00

[< Back](#)

Login (build: 19482:20230831.2)

© 2020 All Rights Reserved. Powered by TM Consulting, Inc.

