

APPLICATION FOR REVOCABLE PIPELINE PERMIT

**TO THE HONORABLE MAYOR AND CITY COUNCIL
OKLAHOMA CITY, OKLAHOMA**

Come now the Blue Mountain Midstream LLC

and applies to the City Council of Oklahoma City for a permit to lay 6" Natural Gas Pipeline
pipeline within the City of Oklahoma City.

The description of said line is as follows:

1. Crossing S. Richland Rd. @ a point lying 677.30' S of the intersection of S. Richland Rd. & SW 104th St.
- also described as 677.30 S 00°20'08" E from the NE Corner of the NE/4 Section 11-10N-6W,
Canadian County, OK

And the location and depth of said line or lines and all existing utilities are shown on the attached survey.

By: _____


AGENT

REVOCABLE PIPELINE PERMIT

THIS PERMIT, entered into in duplicate this 4TH Day of JUNE, 2024 between Blue Mountain Midstream LLC hereinafter called the "Company" and THE CITY OF OKLAHOMA CITY, a municipal corporation, situated in Oklahoma County, State of Oklahoma, hereinafter called "City",

WITNESSETH:

City, pursuant to the covenants and agreements hereinafter contained to be kept and performed by the Company, does hereby permit the Company to lay said pipelines along, and across certain streets, alleys, easements, public right-of-way and public property within the corporate limits of said City, as shown by the accompanying survey, the location of said pipelines being more particularly described as follows:

1. Crossing S. Richland Rd. @ a point lying 677.30' S of the intersection of S. Richland Rd. & SW 104th St.
- also described as 677.30 S 00°20'08" E from the NE Corner of the NE/4 Section 11-10N-6W,
Canadian County, OK

With the right of ingress and egress to and from the same. This permit is made by said City and accepted by said Company upon the terms set forth herein and subject to the following conditions:

With the right of ingress and egress to and from the same. This permit is made by said City and accepted by said Company upon the terms set forth herein and subject to the following conditions:

1. The method of construction of said pipelines along, over and across the property above described shall be subject to the approval of the City Engineer of said City.

Said pipelines shall be constructed at such grade that the top thereof shall not be less than 48 inches below the surface of said property as above described as now located, and shall thereafter be maintained at such grade. Pressure in any line shall not exceed those permitted by the rules, regulations, or orders of the Corporation Commission now in force.

(1) Special provisions for natural gas pipelines. All pipelines, connections, and fixtures installed or used for the purpose of the transportation of natural gas shall be equivalent to the specifications of the National Gas Safety Code, adopted and approved by the United States Department of Commerce and now in force, as to the thickness, weight, size, strength, and general character of material, workmanship, and manner of installation.

2. Said pipelines shall be constructed, repaired, and renewed and maintained by the Company, at the Company's own cost and expense, in a safe, proper and workmanlike manner, and at such times and in such manner as not to prevent or interfere with the safe, proper and convenient movement of traffic along, over and across said property above described.

All pipelines installed crossing from one side of the public right-of-way to the other shall be constructed as per the following:

(1) Cased crossing. The pipeline crossings must pass through a casing of a design and constructed in accordance with the United States Department of Transportation standards set forth in 49 CFR 192.323 (Casing). For public rights of way, the casing shall be a seamless steel pipe, grade "B" having a minimum wall thickness of 0.250 inches or better.

The casing must be designed to sustain roadway loadings, contain and divert from the roadway the contents of the carrier pipeline and to have a life expectancy equal to or greater than the carrier pipe. The vents must be sized to allow proper release of carrier pipe contents in the case of failure. The minimum pipe size for vents is two inches. If considered necessary, pressure grouting of the voids will be required when the diameter of any bore exceeds the outside diameter of the pipeline by two inches or more.

The carrier pipe in public right-of-way and public property shall be one grade better than could be used in private right-of-way in the same vicinity.

(2) Un-cased crossing. The pipeline crossing must conform in design, construction and installation to the United States Department of Transportation standards set forth in 49 CFR 192 Subpart C. Construction, installation and use of an un-cased pipeline crossing shall be allowed only when the pipe utilized for the crossing is a minimum of one ASTM grade higher in tensile strength and a minimum of one step greater in wall thickness than the materials otherwise required.

The Company agrees not to place any casing in a public right-of-way having a wall thickness and grade of pipe less than that required and/or recommended by the applicable pipe industry.

3. The Company agrees that it will at all times hereafter indemnify, protect and save harmless the City from and against any and all damages, claims, demands, suits, actions, and causes of action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage default of Company, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or renewing of said pipelines.
4. The Company shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the property above described in a solid and safe condition. The Company shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the City Engineer of said City. If the Company shall fail to make any repairs or do any work required of said Company by the provisions of this permit within ten days after receipt of written notice from the City calling attention thereto and requesting such repairs or work to be done, then the City shall have the right to make such repairs or do such work at the expense of the Company, and the Company shall reimburse the City for the cost and expense of such repairs or work promptly upon receipt of a bill therefore by the City to the Company.
5. This permit shall ensure to the benefit of the successors, lessees and assigns of the Company hereto only upon consent thereto in writing duly executed by said City.
6. It is understood and agreed by the Company that it will, on April 10th of each year, file with the Public Works Director a statement or diagram verified by an affidavit of the general or local manager or agent of such company showing the number of pipelines and the number of rods of the pipelines which occupy the streets, alleys, or public places which are maintained or used by said company.
7. It is understood and agreed by the Company that, on April 10th of each year, it will also file with the City's Supervisor of Licenses, a statement verified by the affidavit of the general or local manager or agent of said company showing the gross receipts of the company for the previous year from March 31st of that year and to and including March 31st of the year in which the statement is made, resulting from any sale of natural or artificial gas to consumers in the City.

8. It is understood and agreed by the Company that if said Company sells natural or artificial gas to consumers in the City, it shall be subject to a 2% gross receipts tax on the revenues from said sales in accordance with Section 52-181, Article V of Chapter 52 of the Oklahoma Municipal Code and Title 68 Article 26, sections 2601 and 2602 of the Oklahoma Statutes.
9. It is understood and agreed by the parties hereto that this permit to the Company is subject to any and all Ordinances now in force or hereafter enacted by said City and to any and all existing rights of any public utility and by virtue of permits or franchises heretofore granted and executed by said City, and that this permit is revocable at any time by said City upon notice thereof to the Company.
10. It is further expressly agreed that the Company will commence said work within 120 days from the date hereof and will prosecute the same vigorously and continuously and complete same on or before 90 days from the date of commencement.
11. Where openings are made in or adjacent to any street, alley or public right-of-way, the Company shall, at its own expense, furnish such barricades, fences, light and danger signals, shall provide such watchman, and shall take such other precautionary measures for the protection of persons, or property, as are necessary.

Neither the materials excavated nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The City reserves the right to remedy a neglect on the part of the Company as regards the protection of the work at the Companies expense.
12. It is expressly agreed that in the event City revokes this permit or directs Company to relocate all or a portion of the pipeline(s) authorized under this permit, Company will, at its sole expense, remove or relocate pipelines(s) within 60 days from the date the notice is given.
13. All street crossings will require dry boring and/or tunneling below the (minimum 10-feet) street surface, unless special permission is receive from the City Engineer to open-cut.
14. The Company shall place identification markers at all points where the pipeline(s) intersect(s) the City's right-of-way boundary. Said marker shall extend a minimum of 36 inches above right-of-way surface.
15. This permit authorizes Company to use and occupy a portion of certain streets, alleys, easements, public right-of-ways and public properties, for the location of its pipeline(s) in a manner which will not interfere with the public use of said rights-of-way.

16. It is expressly understood, that the permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property.
17. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.
18. The Company agrees that this Revocable Permit is subject to the following conditions:
- a. The Company shall Obtain bore permits and use a Bore Contractor that is pre-qualified with the City of Oklahoma City

IN WITNESS WHEREOF, the parties have caused this permit to be executed in duplicate by their proper officers thereunto authorized the day and year first above written.

Citizen Energy III, LLC & Blue Mountain Midstream LLC

COMPANY

Robbie Woodard

SIGNATURE

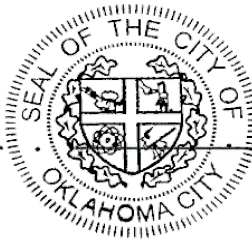
COO
TITLE

Robbie Woodard

PRINT NAME

ATTEST

Amy K Simpson
CITY CLERK

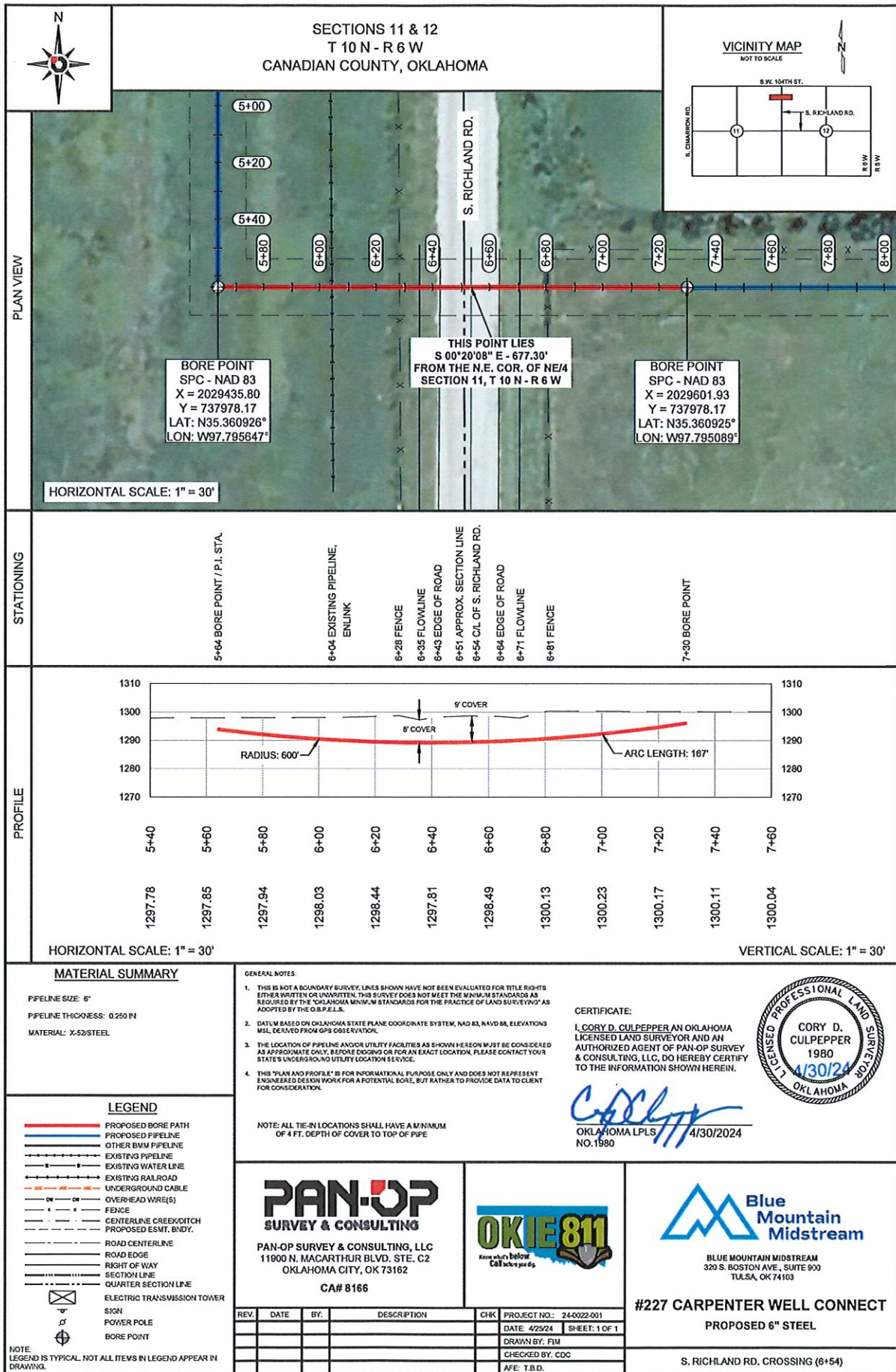


David Holt
MAYOR

Reviewed as to form and legality.

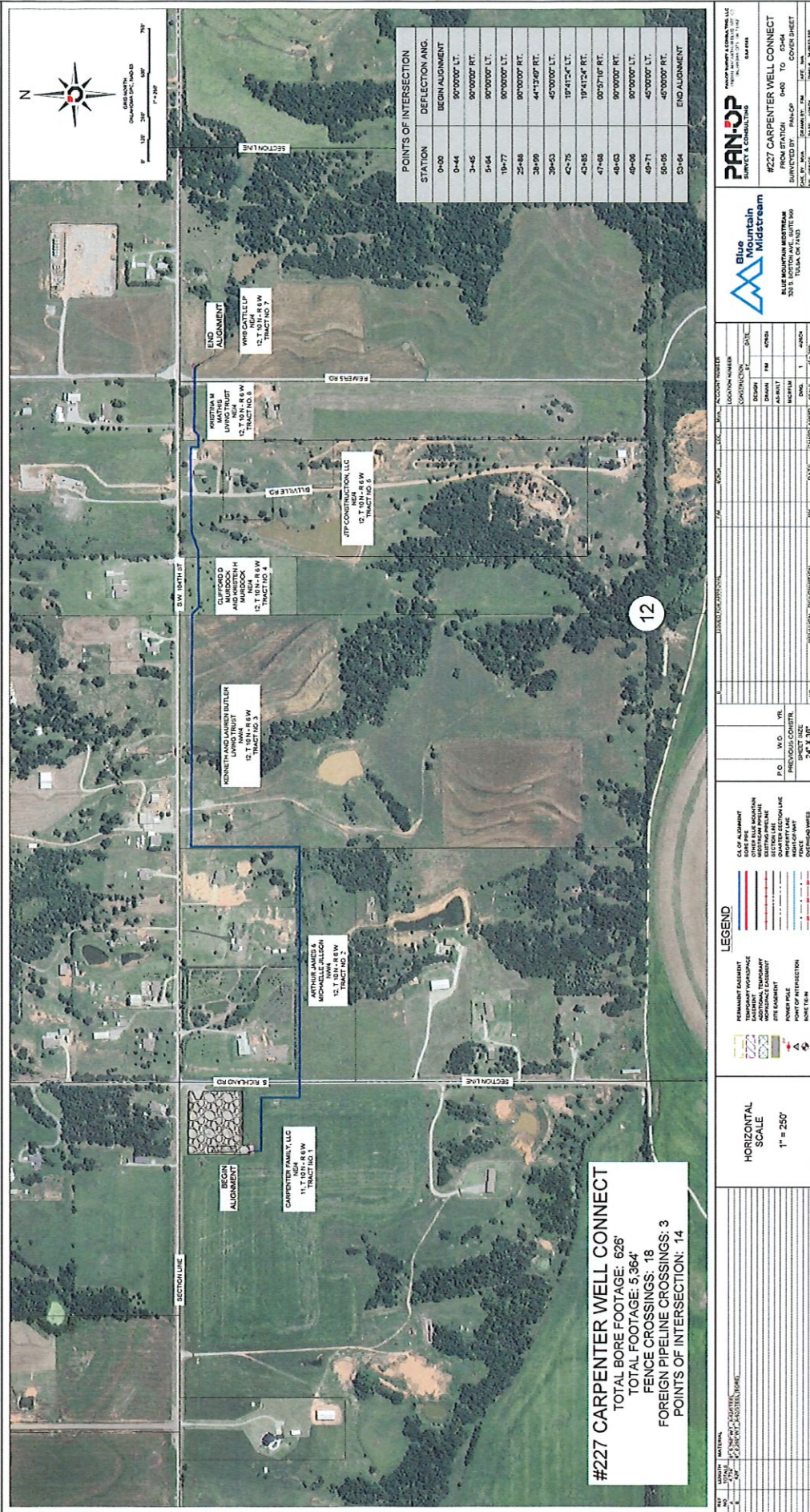
Craig Keith
Assistant Municipal Counselor

BORE PROFILE



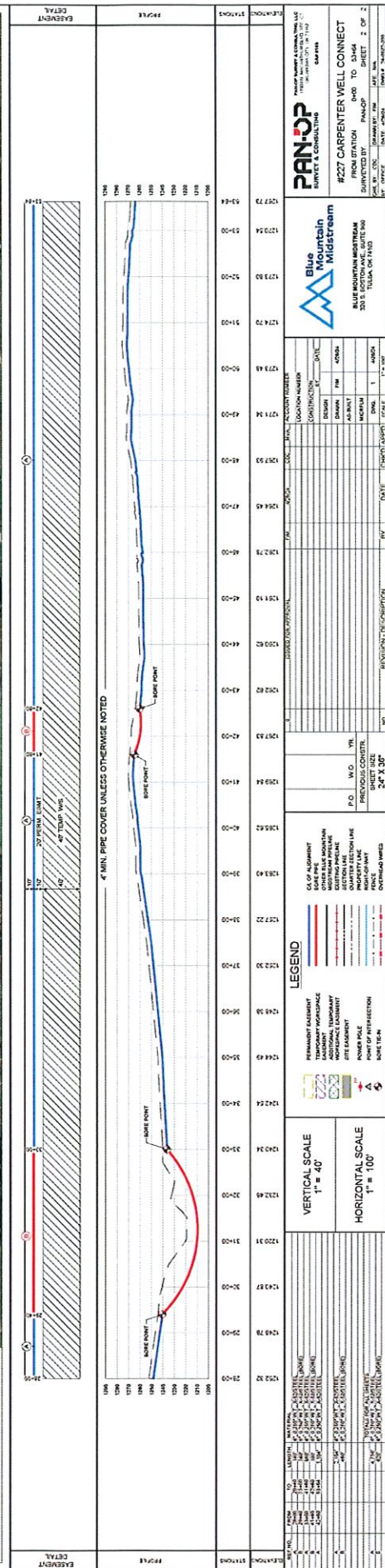
ALIGNMENT

#227 CARPENTER WELL CONNECT



CANADIAN COUNTY, OKLAHOMA

GEOMETRY POINT COORDINATES		
STATION	LATITUDE	LONGITUDE
38490	N43.362375	W87.766657
38491	N43.362375	W87.766657
38492	N43.362375	W87.766657
42476	N43.362375	W87.766657
42477	N43.362375	W87.766657
42478	N43.362375	W87.766657
42479	N43.362375	W87.766657
42480	N43.362375	W87.766657
42481	N43.362375	W87.766657
42482	N43.362375	W87.766657
42483	N43.362375	W87.766657
42484	N43.362375	W87.766657
42485	N43.362375	W87.766657
42486	N43.362375	W87.766657
42487	N43.362375	W87.766657
42488	N43.362375	W87.766657
42489	N43.362375	W87.766657
42490	N43.362375	W87.766657
42491	N43.362375	W87.766657
42492	N43.362375	W87.766657
42493	N43.362375	W87.766657
42494	N43.362375	W87.766657



UTILITY LETTERS OF NO OBJECTION



February 15, 2024

James Davis Land
11900 N. MacArthur Blvd., Ste. C1
Oklahoma City, OK 73162
ATT: Derek James

RE: Letter of No Objection Needed - Blue Mountain Midstream (S. Richland Rd.); Proposed pipeline crossing at S. Richland Rd south of SW 104th Street Mustang, OK.

AT&T has no objection to the above project.

Prior to beginning any digging/trenching activities, please notify CALL-OKIE, 1-800-522-6543 or 811 to have utilities located. Cost to repair any AT&T facility damaged during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, AT&T is not responsible for any damages to any structures placed on or in the utility easement.

Thank you,

Trina Mefford
AT&T Engineering



February 15, 2024

James David Land
11900 N MacArthur Blvd Ste. C1
Oklahoma City, OK 73162

Attn: Derek James

RE: Revocable Permit –Letter of No Objection for S. Richland Rd south of SW 104th St, Oklahoma City, Oklahoma

Cox Communications has no objection to the City of Oklahoma granting a revocable permit to construct and maintain pipeline crossing that will encroach in the right-of-way or public easement for the property located at S. Richland Rd south of SW 104th St, Oklahoma.

Prior to beginning any digging and/ or trenching activities, please call OKIE–ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any questions or concerns, please feel free to contact our office at (405) 850-0813 or email OKCROW@cox.com.

Sincerely,
Tara Cassidy
Cox Communications
Land Use Agent
405-850-0813

PO Box 321
Oklahoma City, OK 73101-0321 MC: WN-51
405-553-5855

www.oge.com



OG&E Electric Services
An OGE Energy Corp. Company

Date: 2/20/24

Blue Mountain Midstream
Ryan Woodard
Ryan@ce2ok.com
Office: (918) 949-4680
Cell: (918) 406-4422
320 S Boston Ave.
Suite 900
Tulsa, OK 74103

DESCRIPTION OF WORK: Request to install Natural Gas Pipeline line, as shown per attached Job sketches.

LEGALS OF WORK LOCATION: NW/4 Section 12-T10N-R6W & NE/4 Section 11-T10N-R6W, Canadian County, Oklahoma as shown per attached Job sketch

Dear Derek James

Your request for Letter of No Objection from Oklahoma Gas & Electric Company to allow the installation of Natural Gas Pipeline in location as shown per attached Job sketch has been reviewed. Our records show OG&E has facilities in these locations. With this in mind, OG&E does not object to the proposed work, provided the applicant abides by all OSHA, NESC, and otherwise applicable guidelines for this type of work described, and that the applicant does the following:

- 1.) Notify "Call-Okie at (405) 840-5032 at least 48 hours before digging to have all lines marked.
- 2.) If equipment is involved and is as high as the lowest OG&E overhead wire, approximately 18 feet, and it will be operating within 6 feet of our wire, you should call OG&E construction at (405) 553-5143, to have wires covered.
- 3.) Call OG&E construction at (405) 553-5143 two days before drilling and/or trenching closer than six feet to an OG&E utility pole, or four feet to an OG&E underground line.
- 4.) OG&E shall not be held responsible for damaging a private line in a (public/platted) easement.
- 5.) OG&E shall be reimbursed for any damage to its facilities.
- 6.) OG&E shall be reimbursed ahead of time for the cost of relocating any facilities.
- 7.) OG&E require you maintain at least eight feet of overhead clearance from its overhead facilities, and five feet clearance of underground facilities.

Should local service be disrupted to any OG&E customer because of work performed during the construction and installation of the above referenced project, Blue Mountain Midstream, LLC, Ryan Woodard, and/or any associated contractor(s)/sub-contractor(s) will be responsible for any costs incurred by OG&E to restore service. Obtaining a Revocable Permit for or beginning the above referenced work constitutes acceptance of the terms of this letter. If you have any questions, or if I can provide you with any other information, please contact me at (405) 553-5855.

Sincerely,

Matt Uhr

Matt Uhr

OG&E Land Management Services-West District



**Oklahoma
Natural Gas®**

A Division of ONE Gas

4901 N Santa Fe
Oklahoma City, OK 73118
405-556-5910
oklahomanaturalgas.com

February 22, 2024

Derek James
Blue Mountain Midstream
11900 N. MacArthur Blvd., Ste. C1
Oklahoma City, OK 73162

RE: Request for Letter of No Objection
Revocable Permit

Letter of No Objection

Dear Mr. James,

Oklahoma Natural Gas Company, a division of ONE Gas, Inc. ("ONG") has no objection to the City of Oklahoma City granting a revocable permit to Blue Mountain Midstream to install a pipe crossing south of SW 104th on S Richland Rd, Canadian County, OK. ONG does not have any underground/aboveground facilities in the area.

Prior to any excavation, please contact OKIE-ONE 1-800-522-6543 a minimum of forty-eight (48) hours. ONG will hold the damaging party responsible for any repairs to our facilities. If any repairs are necessary, ONG is not responsible for any damage to any structures or landscaping on or in the utility easement.

Sincerely,

Caleb Lee

Caleb Lee
Engineer II

**RIGHT OF WAY
AGREEMENT(S)**

/

**LETTERS OF NO
OBJECTION**

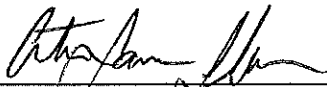
May 2, 2024

To Whom It May Concern:

The **Arthur James Jillson and Michele Jillson, husband and wife**, whose address is **10900 S Richland Rd., Mustang, OK 73064**, has no objection to Oklahoma City issuing a revocable permit to Blue Mountain Midstream LLC, to install, construct and maintain up to a 8" steel gas pipeline under S. Richland Rd. which adjoins the following property owned by the **Arthur James Jillson and Michele Jillson, husband and wife**, to-wit: Section 12, Township 10 North, Range 6 W.I.M., Canadian County, Oklahoma.

This consent to the issuance of a revocable permit by Oklahoma City to Blue Mountain Midstream LLC, for up to a 8" steel gas pipeline under S. Richland Rd. shall not be construed as and is not intended to be a grant of an easement to, nor an authorization for, Blue Mountain Midstream LLC, to install, construct or maintain up to a 8" steel gas pipeline over, under and across any part or portion of the Section 12, Township 10 North, Range 6 W.I.M., Canadian County, Oklahoma, until such a grant of easement is signed.

Landowner:

By: 
Name: **Arthur James Jillson**

By: 
Name: **Michele Jillson**

AFFIDAVIT OF NATURAL GAS SALES

Affidavit

I, Robbie Woodard, of Citizen Energy III, LLC & Blue Mountain Midstream LLC as Chief Operating Officer verify that Citizen Energy III, LLC & Blue Mountain Midstream LLC do not sell Natural or Artificial Gas to consumers in the Oklahoma City market.

Company:

Citizen Energy III, LLC
Blue Mountain Midstream LLC

Robbie Woodard

Robbie Woodard, Chief Operating Officer

ACKNOWLEDGEMENT

STATE OF Oklahoma }
COUNTY OF Oklahoma } §

On this 4 day of May, 2024, before me, the undersigned authority, personally came and appeared Robbie Woodard, who acknowledged to me that he, in his capacity as Chief Operating Officer of Citizen Energy III, LLC & Blue Mountain Midstream LLC, executed and delivered the above and foregoing instrument for and on behalf of said company on the date indicated herein.

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



[Signature]
Notary Public

My commission expires: 11/08/27

Commission #: 15010448

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charter Insurance & Consulting, Inc. PO Box 421159 Atlanta, GA 30342		CONTACT NAME: Benjamin McGarity PHONE (A/C, No, Ext): 404-256-7900 E-MAIL ADDRESS: bmcgarity@charterenergy.com FAX (A/C, No): 404-256-9257	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lloyds / GSR	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Blue Mountain Midstream LLC;
320 S. Boston Ave. Suite 900
Tulsa OK 74103

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	USGL1512808	10/8/2023	10/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured, but only for liability arising out of operations of the Named Insured. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER The City of Oklahoma City 420 W Main St. Oklahoma City, OK 73102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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BILLING INFORMATION

COMPANY NAME: BLUE MOUNTAIN MIDSTREAM LLC

CONTACT NAME: DEREK JAMES

CONTACT EMAIL: DEREK.JAMES@JAMESDAVISLAND.COM

CONTACT PHONE: 405-388-0670

**CONTACT ADDRESS: 11900 N MACARTHUR BLVD., STE C1,
OKLAHOMA CITY, OK**