

**APPLICATION FOR REVOCABLE PIPELINE PERMIT**

TO THE HONORABLE MAYOR AND CITY COUNCIL  
OKLAHOMA CITY, OKLAHOMA

Come now the Formentera Operations LLC

and applies to the City Council of Oklahoma City for a permit to lay Natural Gas

pipeline within the City of Oklahoma City.

The description of said line is as follows:

Crossing @ a point lying 901' W of the intersection of N Rockwell Ave & W Wilshire Blvd. - also described as 3944.40' N89°46'38"E from the Northwest corner of Section 5-12N-R4W.

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 25TH Day of MARCH, 2025 between Formentera Operations 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, upon payment of an inspection and regulation fee of \$81.50 for each and every rod of said pipeline or pipelines which occupy a portion of any street, alley, easement, or other public right-of-way or public property in the City, and 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:

Crossing @ a point lying 901' W of the intersection of N Rockwell Ave & W Wilshire Blvd. - also described as 3944.40' N89°46'38"E from the Northwest corner of Section 5-12N-R4W.

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 10<sup>th</sup> 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 10<sup>th</sup> 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 31<sup>st</sup> of that year and to and including March 31<sup>st</sup> 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 90 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 a bore permit and a work zone permit.
- \_\_\_\_\_
- \_\_\_\_\_

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.

Formentera Operations LLC

COMPANY

SIGNATURE

TITLE

STEPHANIE REED

PRINT NAME

ATTEST

Amy K Simpson  
CITY CLERK



David Holt  
MAYOR

Reviewed as to form and legality.

[Signature]  
Assistant Municipal Counselor

**PROCEDURE FOR PROCESSING APPLICATION FOR REVOCABLE  
PIPELINE PERMIT  
ON STREET RIGHT-OF-WAY AND PUBLIC EASEMENT CROSSING**

1. SUBMIT A COMPLETED REVOCABLE PIPELINE PERMIT APPLICATION FORM EXECUTED AND CONTAINING AN ORIGINAL SIGNATURE OF THE PRESIDENT OR VICE-PRESIDENT OF THE COMPANY OR A POWER OF ATTORNEY WITH STATEMENT AS FILED OF RECORD IN OKLAHOMA COUNTY, OKLAHOMA WILL BE REQUIRED.
2. SUBMIT COPY OF DETAILED CONSTRUCTION DRAWINGS. PLANS SHOULD SHOW THE PROPERTY LINES, CURB, CENTERLINE OF STREETS, RIGHT-OF-WAY WIDTHS, UTILITY AND/OR DRAINAGE EASEMENTS, DRIVEWAYS AND/OR SIDEWALKS, AND THE PROPOSED ALIGNMENT OF THE PIPELINE. DIMENSIONS SHOULD BE INCLUDED TO SHOW THE RELATIONSHIP OF THE PROPOSED IMPROVEMENTS, CURB LINE, PROPERTY LINE AND CENTER LINE OF ADJACENT STREETS AS WELL AS THE MINIMUM 10-FOET OF COVERAGE UNDER THE RIGHT-OF-WAY. OTHER DIMENSIONS AS APPLICABLE SHOULD BE SHOWN. IN DEVELOPED AREAS OF THE CITY, STANDARD PLAN AND PROFILE SHEETS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER/LAND SURVEYOR ARE REQUIRED.
3. SHOULD A PIPELINE DURING ITS COURSE CROSS MORE THAN ONE STREET RIGHT-OF-WAY OR PUBLIC EASEMENT, INCLUDE ALL CROSSINGS ON ONE APPLICATION. STREET AND DRIVEWAY CROSSINGS SHALL BE BY THE BORING METHOD. CUTTING PAVEMENT ON STREETS REQUIRES SPECIAL APPROVAL AND IS AN EXCEPTION RATHER THAN A STANDARD PRACTICE. ADDITIONALLY, CONTRACTOR INSTALLING THE PIPELINE MUST BE PRE-QUALIFIED, LICENSED, AND OBTAIN ALL REQUIRED CONSTRUCTION PERMITS.
4. SUBMIT LETTERS OF NO OBJECTION FROM THE FOUR FRANCHISED UTILITY COMPANIES. (SEE "UTILITY CONTACTS", SHEET ATTACHED.)
5. SUBMIT LETTERS OF NO OBJECTION FROM THE OWNERS OF THE PROPERTIES ALONG THE ENTIRE ROUTE THAT ABUT THE PROPOSED PIPELINE. A LEASE/EASEMENT AGREEMENT WOULD BE SUFFICIENT.
6. SUBMIT WITH THE APPLICATION A NOTARIZED STATEMENT OF THE GENERAL OR LOCAL MANAGER OR AGENT OF THE COMPANY VERIFYING THAT THE STATEMENT MADE BY THEM IS TRUE AND CORRECT AS TO WHETHER SAID COMPANY SELLS NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE CITY; WHETHER SAID COMPANY ONLY DISTRIBUTES NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE CITY; OR WHETHER SAID COMPANY BOTH SELLS AND DISTRIBUTES NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE CITY.

**PROCEDURE FOR PROCESSING APPLICATION FOR REVOCABLE  
PIPELINE PERMIT  
ON STREET RIGHT-OF-WAY AND PUBLIC EASEMENT CROSSING**

7. APPLICANTS THAT ONLY DISTRIBUTE NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE CITY SHALL BE REQUIRED TO PAY AN INITIAL INSPECTION FEE WITH A CHECK PAYABLE TO THE CITY OF OKLAHOMA CITY IN AN AMOUNT ESTABLISHED IN CHAPTER 60, THE GENERAL SCHEDULE OF FEES.
8. APPLICANTS THAT SELL NATURAL OR ARTIFICIAL GAS TO CONSUMERS IN THE CITY SHALL BE SUBJECT TO A 2% GROSS RECEIPTS TAX PURSUANT TO SECTION 52-181, ARTICLE V OF CHAPTER 52 OF THE OKLAHOMA CITY MUNICIPAL CODE, AND TITLE 68, ARTICLE 26, SECTIONS 2601 AND 2602 OF THE OKLAHOMA STATUTES.
9. SUBMIT EMERGENCY CONTACT INFORMATION FROM THE PIPELINE COMPANY INCLUDING COMPANY NAME, CONTACT NAME, MAILING ADDRESS AND CONTACT PHONE NUMBER.
10. SUBMIT ORIGINAL PROOF OF INSURANCE ON CITY FORM (STANDARD ACORD FORM IS ACCEPTABLE) WITH STANDARD COMPREHENSIVE PUBLIC LIABILITY COVERAGE INCLUDING CONTRACTUAL LIABILITY INSURANCE COVERING BODILY INJURIES AND PROPERTY DAMAGE NAMING THE APPLICANT/PERMITTEE AND THE CITY OF OKLAHOMA CITY AS CO-INSURED, ISSUED BY AN INSURANCE COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE.
11. AFTER THE REVIEW PROCESS IS COMPLETED AND ANY DEFICIENCIES ARE CORRECTED, THE APPLICATION WILL BE DOCKETED FOR CITY COUNCIL CONSIDERATION. THE COUNCIL MEMO WHICH ACCOMPANIES THE APPLICATION HAS TO BE PREPARED THREE WEEKS IN ADVANCE OF THE COUNCIL HEARING. ACCORDINGLY, APPLICATIONS SHOULD BE SUBMITTED WELL IN ADVANCE OF THE DATE THAT THE PERMIT IS NEEDED.

The purpose of this letter is to confirm that I am the owner of the property at:

\_\_\_\_\_

and that I have no objection to the installation of a private:

\_\_\_\_\_

on street right-of-way and/or easement along:

to serve: SEE ATTACHED EASEMENTS & AMENDMENT



SIGNATURE

STEPHANIE REET

NAME (Print or Type)

1-29, 2025

DATE

PHONE NO. (Optional)

PROCEDURE FOR PROCESSING APPLICATION FOR REVOCABLE  
**PIPELINE PERMIT**  
ON STREET RIGHT-OF-WAY AND PUBLIC EASEMENT CROSSING

**WRITTEN CONSENT OF THE SOLE MEMBER AND MANAGER OF  
FORMENTERA OPERATIONS, LLC**

**A Texas Limited Liability Company**

*IN LIEU OF A MEETING*

Pursuant to the Texas Business Organizations Code and that certain Amended and Restated Company Agreement of Formentera Operations, LLC, dated August 10, 2020 (the “*Company Agreement*”), a Texas limited liability company, (the “*Company*”), the undersigned Formentera Partners, LP, the sole member and manager of the Company, by and through its President, Bryan Sheffield, does hereby resolve:

RESOLVED that:

1. **Election of Officers.** The individuals listed below are hereby elected to the offices set forth opposite their name, to serve as such for the ensuing year or until their successor be duly elected and qualified:

Bryan Sheffield	President, CEO
Blake London	Vice President, CFO
Paul Treadwell	Vice President, COO
Stephane Reed	Vice President, CCO
Jordan Steinberg	Secretary
Lindsey Heintz	Secretary
Matthew Hutchison	General Counsel (effective as of July 11, 2022)

All previous Officers unless restated above are removed from office.

Each Officer serves at the pleasure of the sole member and manager and may be removed at any time, for any reason (or no reason), at the desire of the sole member and manager. This Consent does not create an employment agreement. The sole member and manager decline to elect other officers at this time.

2. **General Powers and Authority**

(a) The President and CEO shall be the chief executive officer of the Company, with full authority to bind the Company in all things without further action of the sole member and manager required, except as expressed herein.

(b) The Vice President and CFO shall be a second executive officer of the Company, with such authority to bind the Company as granted herein or by the President, but only at the direction of the President, and he may not act contrary to the direction of the President.

(c) The Vice President and COO shall be a third executive officer of the Company, with such authority to bind the Company as granted herein or by the President, but only at the direction of the President, and he may not act contrary to the direction of the President.

(d) The Vice President and CCO shall be a fourth executive officer of the Company, with such authority to bind the Company as granted herein or by the President, but only at the direction of the President, and she may not act contrary to the direction of the President.

(e) The Officers shall have responsibility for the management of the normal and customary day-to-day operations of the Company and act on behalf of, bind and execute and deliver documents in the name and on behalf of the Company, except as may be limited, from time-to-time by the sole member and manager or as set forth in Section 4.

### **3. Banking Authority**

(a) The President and any Vice President may select such bank as it desires to be the depository of the funds of the Company (the “**Bank**”); that all Company checks, drafts, or orders drawn on the funds of the Company on deposit with the Bank shall be signed by any Officer.

(b) The resolutions required to be adopted by the Bank shall be and are hereby adopted, and each Officer shall be and is hereby authorized and directed to certify to the Bank a copy of such resolution form or forms as the Bank may require, and such resolutions, when inserted in the minute book of the Company and attached to this Consent, shall be deemed to have been and are hereby adopted as resolutions of the sole member and manager.

(c) The President and any Vice President are hereby authorized to borrow funds on behalf of the Company and in the Company's name and pledge the Company's assets as security for such Company loans.

### **4. Limitations of Officer Authority**

Notwithstanding the above, authorization of the sole member and manager is required for the following actions:

(a) approving, altering, supplementing, amending or otherwise modifying any approved budget, including approved budgets for selling, general and administrative expenses, acquisitions, capital expenditures or debt financing;

(b) acquiring, in any one transaction or series of related transactions, any assets or any equity interest in any other person,

(c) disposing, in any one transaction or series of related transactions, of any material assets of the Company or any of its subsidiaries;

(d) forming, or acquiring any interest or making any other investment in, any limited or general partnerships, joint ventures, corporations, limited liability companies or other entity;

(e) (i) lending money, (ii) incurring, guaranteeing, securing or assuming, in one or more transactions (whether or not related) indebtedness or (iii) making prepayments or extensions of indebtedness;

(f) entering into any derivative transactions, including hedging, forward sales or similar contracts, or modifying any hedging program of the Company or its subsidiaries;

- (g) issuing additional membership units or any other security;
- (h) admitting any person as a member to the Company;
- (i) repurchasing any issued and outstanding Units;
- (j) approving any transfer of any Units;
- (k) determining the sharing ratio of any member;
- (l) making capital calls;
- (m) making distributions to members, including tax distributions;
- (n) incurring, guaranteeing, or assuming indebtedness;
- (o) effecting a merger, consolidation, business combination or liquidity event;
- (p) effecting a public offering or a reorganization in connection therewith;
- (q) changing the ownership structure of the Company's subsidiaries;
- (r) entering into, amending or waiving any rights under any agreement, contract or other instrument, or any transaction with any Officer or any of their respective Affiliates or, in the case of a natural person, any of their respective spouses, lineal descendants, parents, grandparents, great grandparents or siblings or any lineal descendant of such siblings (in each case whether by blood or legal adoption) or any spouse of such persons;
- (s) hiring or changing the Company's or any of its subsidiaries' independent public accountants or auditors;
- (t) dissolving and liquidating the Company;
- (u) commencing a bankruptcy, winding-up, insolvency or reorganization proceeding involving the Company or any of its subsidiaries;
- (v) initiating any litigation or other legal or administrative proceeding or entering into any settlement agreement or series of settlement agreements with respect to or otherwise resolving any litigation or other legal or administrative proceeding;
- (w) amending the governing documents of the Company or the governing documents of any of the Company's subsidiaries;
- (x) changing the Company's or any of its Subsidiaries' business plan or the purpose of the Company;
- (y) changing the tax characterization of the Company or any of its subsidiaries; and
- (z) committing or agreeing to do any of the foregoing.

5. **Fiduciary Duties and Responsibilities.** Each Officer (in such Person's capacity as an Officer) shall have such fiduciary duties that an officer of the Company would have if the Company were a corporation organized under the laws of the State of Texas.

6. **Filing.** The General Counsel is hereby directed to file a signed copy of this Written Consent of Sole Member and Manager in the Minute Book of the Company.

DATE: Effective this 28th day of March, 2022

**MEMBER**

**Formentera Partners, LP**

**By:**

  
\_\_\_\_\_  
Name: Bryan Sheffield  
Title: President, CEO

# **CERTIFICATE OF INSURANCE**



MARSENT-01

KGARZA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2025

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).

<b>PRODUCER</b> Messer-Bowers Company PO Box 1349 Enid, OK 73702	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (580) 233-1442	<b>FAX (A/C, No):</b> (580) 242-6007
<b>INSURED</b> Marsau Enterprises, Inc. BMC Petroleum, Inc.; Tri-State Supply, Inc. Horizon Structures, LLC 1209 N. 30th Enid, OK 73701	<b>E-MAIL ADDRESS:</b> info@messerbowers.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> BITCO General Insurance Corporation	
	<b>INSURER B:</b> Endurance American Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		
20095		
10641		

## 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 SUBR INSD 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:		CLP 3 744 062	5/19/2024	5/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CAG948 Pollution End		CAP 3 744 060	5/19/2024	5/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUP 3 744 058	5/19/2024	5/19/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 3 744 059	5/19/2024	5/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Pollution Liability		CLP 3 744 064	5/19/2024	5/19/2025	\$2000 DED 5,000,000
B	<input checked="" type="checkbox"/> Motor Truck Cargo		IMU30053617400	2/13/2024	5/19/2025	See Deductible Below 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Waiver of Subrogation provided on a blanket basis when required by written contract on Workers Compensation and Employers Liability, Commercial General Liability, Automobile Liability, Umbrella Liability and Pollution Liability.  
Additional Insured status provided on a blanket basis when required by written contract on Commercial General Liability, Automobile Liability, Umbrella Liability, and Pollution Liability. Additional Insured is Primary and Non-Contributory when required by written contract on General Liability, Automobile Liability, and Umbrella Liability and Pollution Liability.

EXCESS POLLUTION:  
SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

City of Oklahoma City 420 W Main Street, Suite 700 Oklahoma City, OK 73102	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  John BOWEN



LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY <b>Messer-Bowers Company</b>		NAMED INSURED <b>Marsau Enterprises, Inc. BMC Petroleum, Inc.; Tri-State Supply, Inc. Horizon Structures, LLC 1209 N. 30th Enid, OK 73701 Garfield</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

EVANSTON INSURANCE COMPANY (NAIC#35378) - POLICY NO. MKLV3 - EFFECTIVE 5/19/2024 TO 5/19/2025 - \$5,000,000 LIMIT  
EXCESS OF BITCO \$5,000,000 POLLUTION

## MOTOR TRUCK CARGO DEDUCTIBLE:

\$5,000 Per Occurrence except;  
\$10,000 Per Occurrence as respects Property in Vehicles valued \$250,000 and greater but less than \$500,000 except;  
\$25,000 Per Occurrence as respects Property in Vehicles valued \$500,000 and greater but less than \$750,000  
\$50,000 Per Occurrence as respects Property in Vehicles valued \$750,000 and greater

## RIGGERS LIABILITY:

BITCO GENERAL INSURANCE CORP (NAIC #20095) - POLICY NO. CLP 3 744 062 - EFFECTIVE 5/19/2024 TO 5/19/2025 - \$500,000  
LIMIT/\$5000 DED

## CONTRACTORS EQUIPMENT:

BITCO GENERAL INSURANCE CORP (NAIC #20095) - POLICY NO. CLP 3 744 062 - EFFECTIVE 5/19/2024 TO 5/19/2025 - \$28,817,246  
LIMIT/\$2500 DED

## LEASED/RENTED EQUIPMENT:

BITCO GENERAL INSURANCE CORP (NAIC #20095) - POLICY NO. CLP 3 744 062- EFFECTIVE 5/19/2024 TO 5/19/2025 - \$850,000  
LIMIT PER ITEM/\$2,550,000 LIMIT PER OCCURRENCE/\$2500 DED

WC includes All States except HI, NH, NJ, ND, OH, WA, WY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2025

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).

<b>PRODUCER</b> McAnally Wilkins Inc. PO Box 60810 Midland TX 79711	<b>CONTACT NAME:</b> Gayla Schweer <b>PHONE (A/C, No, Ext):</b> 580-467-2445 <b>FAX (A/C, No):</b> 855-928-0909 <b>E-MAIL ADDRESS:</b> gayla@mcanallywilkins.com
<b>INSURED</b> Miller Excavation Inc 9000 Choctaw St Union City OK 73090	<b>License#:</b> 15714884 <b>MILLEXC-01</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Berkley National Insurance Com	<b>NAIC #</b> 38911
<b>INSURER B:</b> Westfield Specialty Insurance	<b>NAIC #</b> 16992
<b>INSURER C:</b> Charter Oak Fire Insurance Com	<b>NAIC #</b> 25615
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1916686867**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution <input checked="" type="checkbox"/> UGRE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		EGL003090516	12/15/2024	12/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Pollution \$1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ECA3151621-16	12/15/2024	12/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		EUL003090816 EUX4538914	12/15/2024 12/15/2024	12/15/2025 12/15/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EWC 3151622-16	12/15/2024	12/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C C	Rent/Leased Install Floater		QT-660-OT328461-24 QT-660-OT328461-24	12/15/2024 12/15/2024	12/15/2025 12/15/2025	Per Item 750,000 Per Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies except Workers' Compensation include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30-day notice of cancellation. The General Liability policy includes a special endorsement that contains "primary & non-contributory" wording. Certificate Holder is loss payee with regards to rented/leased equipment as their interest may appear. The Umbrella/Excess Liability follows form of the General Liability including UGRE/Pollution, Auto Liability and Employers Liability, pursuant to the terms, conditions and exclusions of the policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Oklahoma City 420 W Main St Ste 700 Oklahoma City OK 73102	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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**RIGHT OF WAY  
AGREEMENT(S)**

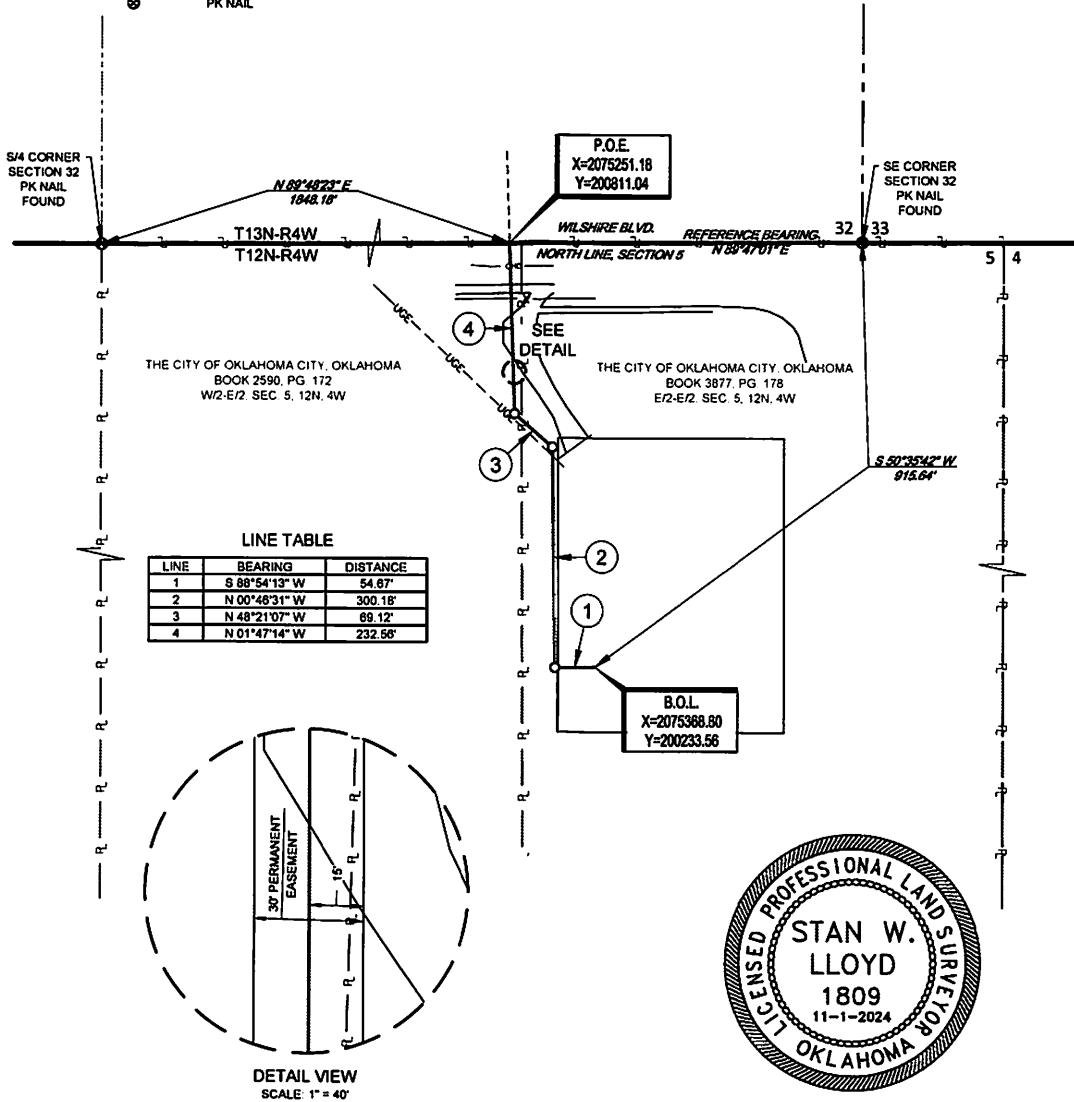
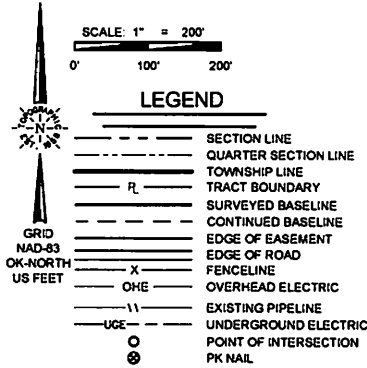
**/**

**LETTERS OF NO  
OBJECTION**

EXHIBIT "A"  
SECTION 5, T12N, R4W, I.M.  
OKLAHOMA COUNTY, OKLAHOMA  
EASEMENT PLAT



TOTAL LENGTH: 656.53 FEET OR 39.79 RODS  
PERMANENT EASEMENT: 0.45 ACRES



*Stan W. Lloyd*

Stan W. Lloyd, P.L.S. No. 1809

SURVEYED ON THE GROUND: October 25, 2024  
Field note description of even date accompanies this plat.

**TOPOGRAPHIC**  
LOYALTY INNOVATION LEGACY

1900 NORTHWEST EXPY, Ste. 1500 • OKLAHOMA CITY, OKLAHOMA 73118  
TELEPHONE: (405) 843-4847 OR (800) 854-3219  
FAX: (405) 843-0875  
CERTIFICATE OF AUTHORIZATION NO. 1292 LS  
WWW.TOPOGRAPHIC.COM

WILEY POST FLOWLINE	REVISION:	
	INT	DATE
DATE: 10/31/2024		
FILE: P WILEY POST FLOWLINE THE CITY OF OKC		
DRAWN BY: KEU		
SHEET: 1 OF 2		

NOTES

1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE OKLAHOMA COORDINATE SYSTEM OF 1983 NORTH ZONE, U.S. SURVEY FEET.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY FORMENTERA OPERATIONS. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. B.O.L.P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
5. E.O.L.P.O.E. = END OF LINE/POINT OF EXIT



OKLAHOMA COUNTY, OKLAHOMA  
30 FOOT WIDE EASEMENT DESCRIPTION

October 31, 2024  
Sheet 2 of 2

A 30 foot wide permanent easement, 15 feet each side of a surveyed baseline as shown on sheet 1 of 2, being situated in the East half (E/2) of Section 5, out a tract of land in deed to The City of Oklahoma City, recorded in Book 3877, Page 178 & Book 2590, Page 172, Township 12 North, Range 4 West, Indian Meridian, Oklahoma County, Oklahoma, said 30 foot wide permanent easement being more particularly described along a surveyed baseline by centerline description as follows:

**BEGINNING** at a point (B.O.L., X=2075368.80 Y=200233.56) within the East half of said Section 5; Said point bears, South 50°35'42" West, a distance of 915.64 feet from a PK Nail found for the Southeast corner of said Section 32, T13N, R4W;

**THENCE**, South 88°54'13" West, a distance of 54.67 feet;

**THENCE**, North 00°46'31" West, a distance of 300.18 feet;

**THENCE**, North 48°21'07" West, a distance of 69.12 feet;

**THENCE**, North 01°47'14" West, a distance of 232.56 feet to the POINT OF EXIT (P.O.E., X=2075251.18 Y=200811.04), to a point on the North line of said Section 5, and END OF THIS DESCRIPTION; Said point bears, North 89°48'23" East, a distance of 1848.18 feet from a PK Nail found for the South Quarter corner of said Section 32, T13N, R4W.

The above surveyed baseline traverses the said East half of Section 5, for a total distance of 656.53 feet or 39.79 rods.

The limits of the permanent easement as shown shall be lengthened or shortened to intersect at all angle points and parcel(s) boundaries impacted by the surveyed baseline.

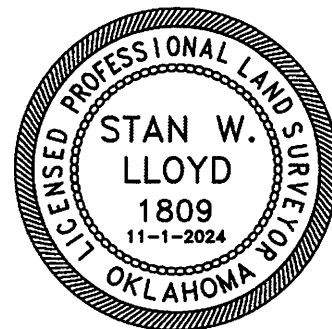
All bearings, distances, and coordinates contained herein are grid, based upon the North American Datum of 1983, Oklahoma North Zone, U.S. survey feet.

The reference bearing is the North line of said Section 5 North 89°47'01" East as shown on sheet 1 of 2.

This description was prepared on October 31, 2024 by Stan W. Lloyd, Licensed Professional Land Surveyor Number 1809, and a Plat of even date accompanies this field note description.

**SURVEYORS CERTIFICATE:**

I, Stan W. Lloyd, Oklahoma Licensed Professional Land Surveyor Number 1809, do hereby certify that this plat of survey meets Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



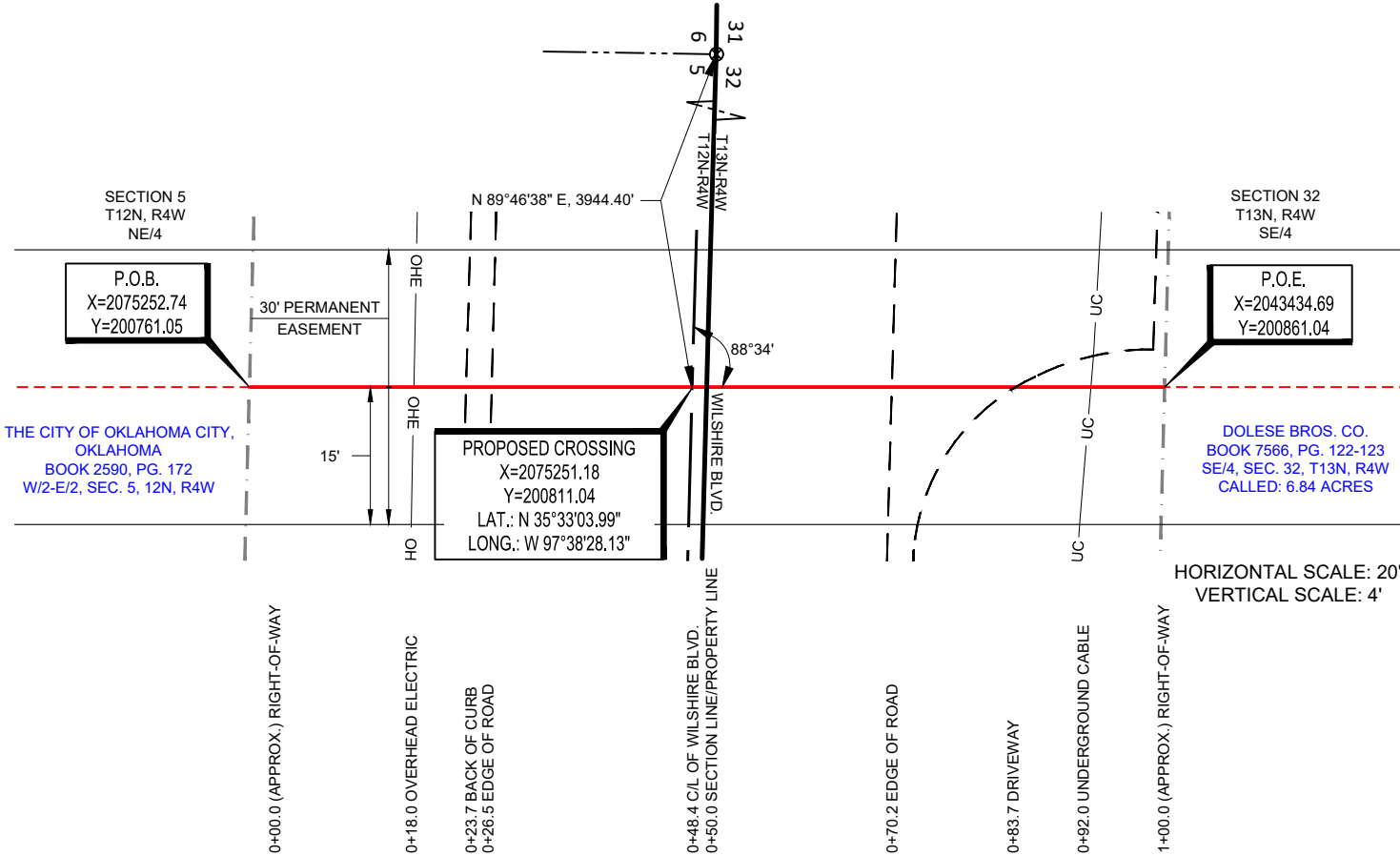
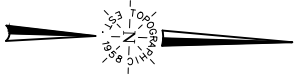
*Stan W. Lloyd*

Stan W. Lloyd, P.L.S. No. 1809

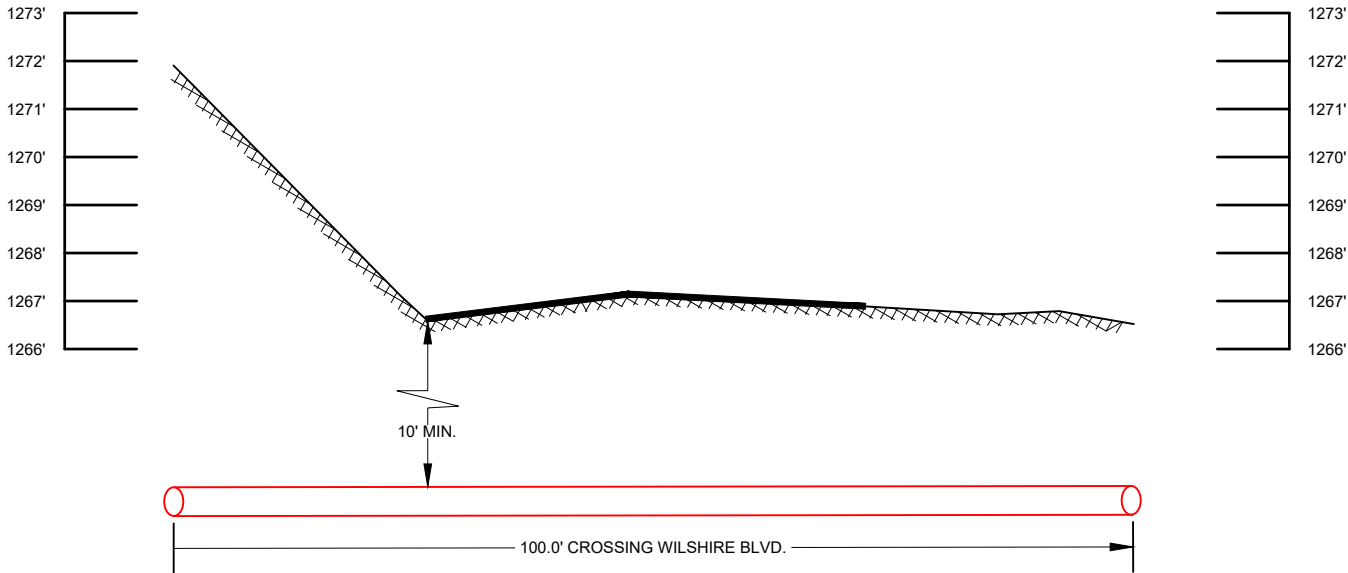
SURVEYED ON THE GROUND: January 31, 2024

Topographic, Co.  
1900 Northwest Expy, Ste. 1500  
Oklahoma City, Oklahoma 73118

EXHIBIT "A"  
SECTION 5, T12N - R4W  
SECTION 32, T13N - R4W  
OKLAHOMA COUNTY, OKLAHOMA



HORIZONTAL SCALE: 20'  
VERTICAL SCALE: 4'



PLAN AND PROFILE OF A PROPOSED  
PIPELINE CROSSING  
WILSHIRE BLVD.  
OKLAHOMA COUNTY, OKLAHOMA

LEGEND

- SECTION LINE
- TOWNSHIP LINE
- SURVEYED BASELINE
- CONTINUED BASELINE
- EDGE OF EASEMENT
- C/L OF ROAD
- EDGE OF ROAD
- UC UNDERGROUND CABLE
- (APPROX.) RIGHT OF WAY
- PK NAIL FOUND

PRELIMINARY  
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY  
PURPOSE AND SHALL NOT BE USED OR VIEWED OR  
RELIED UPON AS A FINAL SURVEY DOCUMENT.  
#1



1900 NORTHWEST EXPY, Ste. 1500 • OKLAHOMA CITY, OKLAHOMA 73118  
TELEPHONE: (405) 843-4847 OR (800) 654-3219  
FAX: (405) 843-0975  
CERTIFICATE OF AUTHORIZATION NO. 1292 LS  
WWW.TOPOGRAPHIC.COM

Stan W. Lloyd , P.L.S. No. 1809  
SURVEYED ON THE GROUND: OCTOBER 25, 2024  
Field note description of even date accompanies this plat.

WILEY POST FLOWLINE  
WILSHIRE BLVD.  
CROSSING

REVISION:

INT	DATE
JSR	01/07/2025

DATE: 10/31/2024

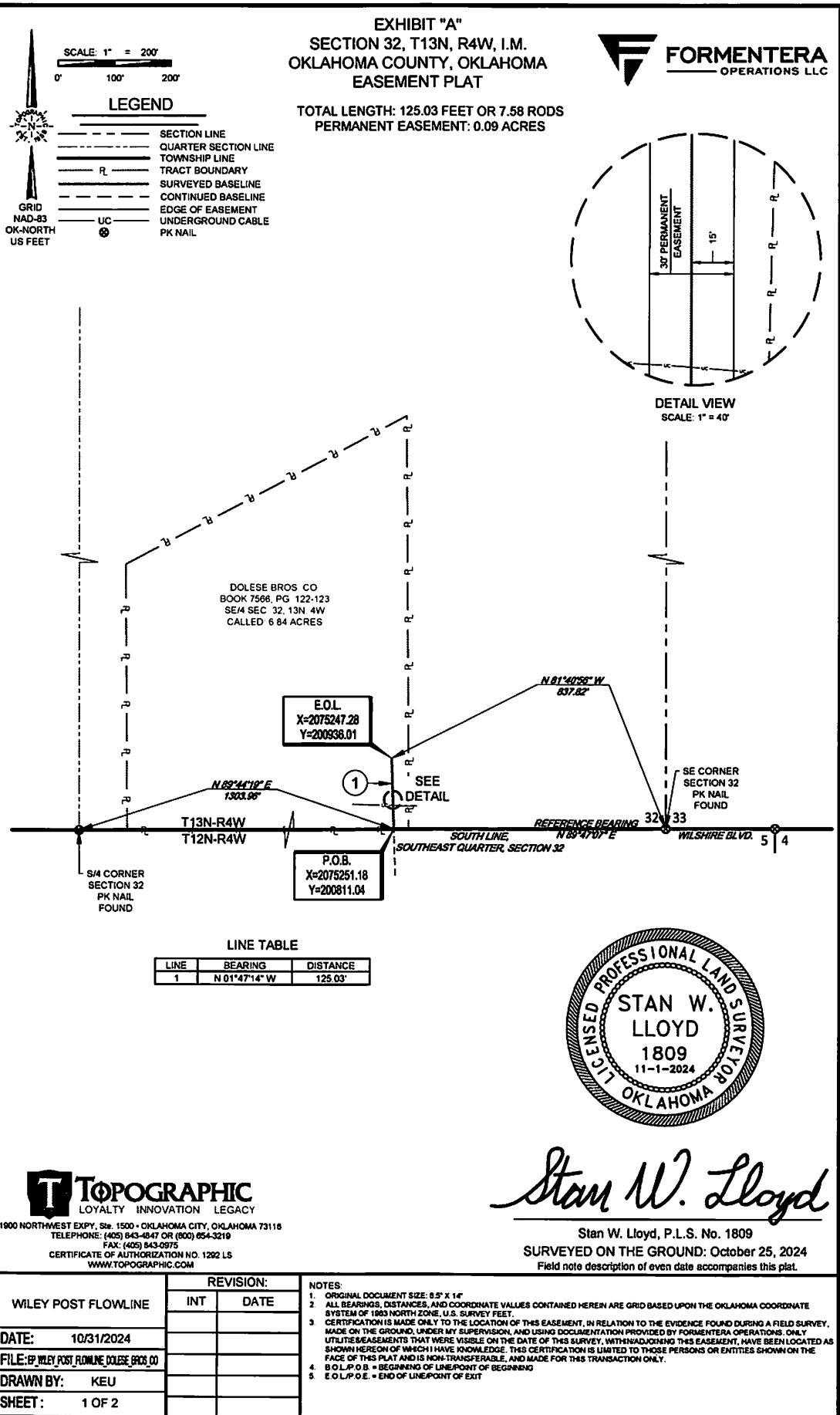
FILE: RP\_WILEY\_POST\_FLOWLINE\_WILSHIRE\_BLDV\_REV1

DRAWN BY: KEU

SHEET : 1 OF 1

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE, U.S. SURVEY FEET.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY FORMENTERA OPERATIONS. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. B.O.L./P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
6. E.O.L./P.O.E. = END OF LINE/POINT OF EXIT
7. O.P.R.O.C.O. = OFFICIAL PUBLIC RECORDS, OKLAHOMA COUNTY, OKLAHOMA





OKLAHOMA COUNTY, OKLAHOMA  
30 FOOT WIDE EASEMENT DESCRIPTION

October 31, 2024  
Sheet 2 of 2

A 30 foot wide permanent easement, 15 feet each side of a surveyed baseline as shown on sheet 1 of 2, being situated in the Southeast Quarter (SE/4) of Section 32, out a tract of land in deed to Dolese Bros. Co., recorded in Book 7566, Page 122-123, Township 13 North, Range 4 West, Indian Meridian, Oklahoma County, Oklahoma, said 30 foot wide permanent easement being more particularly described along a surveyed baseline by centerline description as follows:

**BEGINNING** at a point (P.O.B., X=2075251.18 Y=200811.04) on the South line of said Southeast Quarter of Section 32; Said point bears, North 89°44'19" East, a distance of 1303.96 feet from a PK Nail found for the South Quarter corner of said Section 32, T13N, R4W;

**THENCE**, North 01°47'14" West, a distance of 125.03 feet to the **END OF LINE** (E.O.L., X=2075247.28 Y=200936.01), to a point within said Section 32, and **END OF THIS DESCRIPTION**; Said point bears, North 81°40'56" West, a distance of 837.82 feet from a PK Nail found for the Southeast corner of said Section 32, T13, R4W.

The above surveyed baseline traverses the said Southeast Quarter of Section 32, for a total distance of 125.03 feet or 7.58 rods.

The limits of the permanent easement as shown shall be lengthened or shortened to intersect at all angle points and parcel(s) boundaries impacted by the surveyed baseline.

All bearings, distances, and coordinates contained herein are grid, based upon the North American Datum of 1983, Oklahoma North Zone, U.S. survey feet.

The reference bearing is the South line of the SE/4 of said Section 32 North 89°49'07" West as shown on sheet 1 of 2.

This description was prepared on October 31, 2024 by Stan W. Lloyd, Licensed Professional Land Surveyor Number 1809, and a Plat of even date accompanies this field note description.

**SURVEYORS CERTIFICATE:**

I, Stan W. Lloyd, Oklahoma Licensed Professional Land Surveyor Number 1809, do hereby certify that this plat of survey meets Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



*Stan W. Lloyd*

Stan W. Lloyd, P.L.S. No. 1809

SURVEYED ON THE GROUND: January 31, 2024

Topographic, Co.  
1900 Northwest Expy, Ste. 1500  
Oklahoma City, Oklahoma 73118



21 January 2025

Phillip M. York  
Osage Oil & Gas  
9520 N May Ave, Ste 301  
Oklahoma City OK 73112  
405-841-7600  
[pyork@osageoilandgas.com](mailto:pyork@osageoilandgas.com)

Attn: Phillip York

RE: Revocable Permit –Letter of No Objection for location at *W Wilshire Blvd, between Northside Dr and Glade Ave.*

Cox Communications has no objection to the City of Oklahoma City granting a revocable permit to construct and maintain private natural gas pipeline that will impede into the utility easement. For the property located at *W Wilshire Blvd, between Northside Dr and Glade Ave.*

Please be advised that Cox Communications does have an underground and aerial facility in the vicinity; therefore, proceeding with caution is recommended and requested. If relocation of said facilities is necessary to accommodate your excavation or construction, Cox will provide a cost estimate upon request. A geographical depiction of our facilities is attached; however, this is not engineering scale and for the exact location of our facilities, Cox recommends calling in utility locates.

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 833-850-0590 or email [OKCROW@cox.com](mailto:OKCROW@cox.com).

Sincerely,

*Mel Garner*

Mel Garner  
Cox Communications  
Land Use Agent  
833-850-0590

Cox Communications, Inc., 2330 NW 10<sup>th</sup> St., Oklahoma City, Oklahoma 73107





**Oklahoma  
Natural Gas.**

*A Division of ONE Gas*

4901 N Santa Fe  
Oklahoma City, OK 73118  
405-990-7912  
oklahomanaturalgas.com

January 13<sup>th</sup>, 2025

Phillip York  
Osage Oil & Gas  
9520 North May Avenue, Suite 301  
Oklahoma City, Oklahoma 73112

RE: Request for Letter of No Objection  
Revocable Permit

### **Letter of No Objection**

Dear Mr. York,

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 Osage Oil & Gas for the directional boring installation of natural gas pipeline as indicated below, located at approx. 7901 Northside Dr, Oklahoma City, Oklahoma, 73132. Please be advised that ONG requires the following:

- A minimum of 2 feet undisturbed separation from underground/aboveground facilities in the area.
- Customer's conduit shall be installed at right angles or as near right angles to ONG's assets as reasonably practicable, so long as such installation provides for a minimum of two feet (2') of horizontal and vertical separation from all ONG assets.

If you need our facilities relocated to accommodate your excavation or construction, ONG will provide you a cost estimate.

Prior to any excavation, please contact OKIE-ONE 1-800-522-6543 a minimum of forty-eight (48) hours for exact location of our facilities. 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.



**Oklahoma  
Natural Gas.**

*A Division of ONE Gas*

4901 N Santa Fe  
Oklahoma City, OK 73118  
405-990-7912  
[oklahomanaturalgas.com](http://oklahomanaturalgas.com)

Sincerely,

*Caleb Lee*

Caleb Lee  
Pipeline Systems Engineer II



January 10, 2025

Oklahoma Natural Gas  
OKC Project Coordinators  
[OKCMetroProjectCoordinators@ong.com](mailto:OKCMetroProjectCoordinators@ong.com)

RE: Letter of no objection request  
Formentera Operations – Boring Installation of Gas Pipeline  
SE/4 SE//4 of Section 32-13N-04W of Oklahoma County, Oklahoma

Dear OKC Franchise Utility,

Formentera Operations is requesting a letter of no objection (OKC Bore Permit application) for the directional boring installation of natural gas pipeline as indicated on the attached survey plat. Either sign this request below or provide your Company letter of no objection and return either to [pyork@osageoilandgas.com](mailto:pyork@osageoilandgas.com). Kindly let me know if you have any questions by email or at 405-409-5044.

Regards,

Phillip M. York

Date: \_\_\_\_\_

The purpose of this letter is to confirm that **Oklahoma Natural Gas** has no objection to the installation of a private natural gas pipeline under and across Wilshire Blvd., and/or easement to serve Formentera Operations.

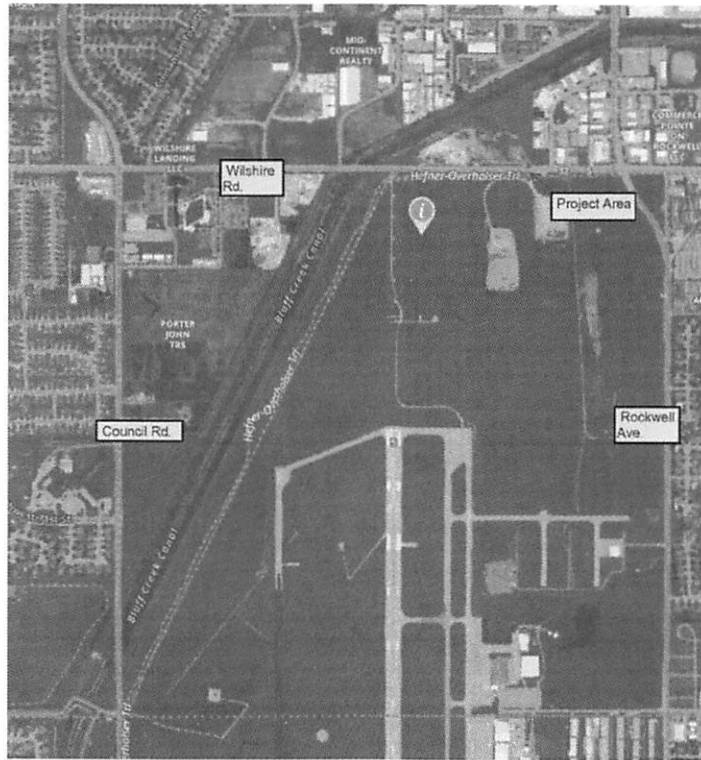
NAME (PRINT OR TYPE) : \_\_\_\_\_

Signature: \_\_\_\_\_

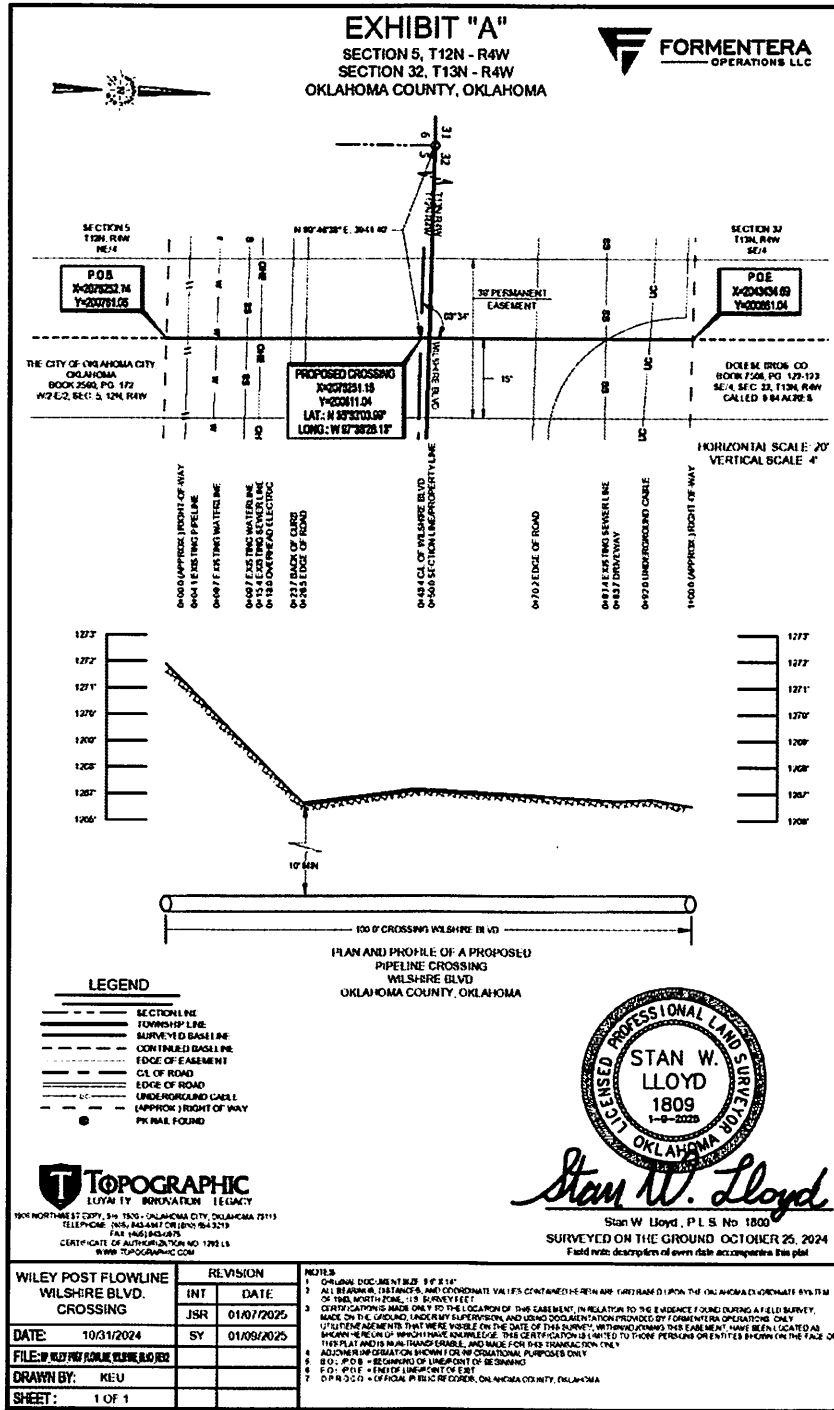
Phone No. (Optional) \_\_\_\_\_



## LOCATION MAP



**OSAGE OIL & GAS**  
Excellence In Land Services



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: 1/20/25

Formentera Operations  
9520 North May Ave, Suite 301  
Oklahoma City, Oklahoma 73112  
Phillip York  
405.841.7601  
Pyork@osageoilandgas.com

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

**LEGALS OF WORK LOCATION:** NE/4 Section 05-T12N-R4W & SE/4 Section 12-T13N-R4W, Oklahoma County, Oklahoma, as shown per attached Job sketch

Dear Phillip York

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 of the City of Oklahoma City, 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, Formentera Operations, Phillip York, 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





January 14, 2025

Formentera Operations, LLC  
21273 N MacArthur Blvd  
Edmond, OK 73012  
ATT: Phillip York

RE: Formentera Operations - Letter of no objection request; Proposed plan for directional boring installation of natural gas pipeline. Generally located in SE/4 SE//4 of Section 32-13N-04W of Oklahoma County, Oklahoma

AT&T has no objection to the above project.

*Noted by Engineer: No objections, however, please take note that AT&T has a duct run in this area.*

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. In addition, this letter will only be deemed valid if the proposed construction correctly maintains a minimum of 3' of separation to any of AT&T's existing aerial attachments on any pole structure that it may be encroaching on, and maintains 15.5' clearance from ground level to any of AT&T's existing aerial attachments on any pole structure that it may be encroaching on per the National Electrical and Safety Code (NESC) Rule 232.

Thank you,

Trina Mefford  
AT&T Engineering



**PIPELINE RIGHT-OF-WAY EASEMENT**

STATE OF OKLAHOMA        )  
                                      )  
COUNTY OF OKLAHOMA    )

KNOW ALL MEN BY THESE PRESENTS:

That, **Dolese Bros., Co.**, whose address is PO Box 677, Oklahoma City, OK 73101, the undersigned, hereinafter referred to as Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by **FP Overlook, LLC**, whose address is 300 Colorado Street, Austin, Texas 78701, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns a right-of-way and easement, sixty (60) feet in width to construct and thirty (30) feet in width, to maintain and operate a single pipeline and appurtenances thereto; (said pipeline and appurtenances being hereinafter sometimes collectively called the "facilities") over and through the following described property lying and being situated in Oklahoma County, State of Oklahoma, to wit:

Legal Description as shown on the attached survey plat marked "Exhibit A" hereto attached

- **This agreement shall include an above-ground valve site as shown in Exhibit "A" hereto attached**

Grantee agrees to re-seed all disturbed surface areas. All fence gaps shall be H-braced, pulled tight and left in "as good as, or better than" the condition in which they existed prior to Grantees operations.

The said facilities are to be constructed approximately along the line designated by a survey, hereby attached and made a part hereto, under, through and over the property hereinbefore described; and this grant shall carry with it the right of ingress and egress to and from said land (with the right to use existing roads) as necessary for the purpose of constructing, inspecting, repairing and maintaining said facilities and the right of removal; or replacement of the same with same size pipe. Further, grantee shall have the right to construct a wire gap, or install a gate, aluminum or otherwise and erect necessary braces in each wire fence traversed on the property.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and shall upon permanent abandonment of said right-of-way, execute and record a re-conveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein granted shall be fully canceled and terminated.

This agreement is effective upon execution by Grantor and shall remain in full force and effect until such time as Grantee permanently abandons the right-of-way herein described also at which time Right of Way shall revert back to landowner.

Upon permanent abandonment, or at such time as Grantee deems appropriate, Grantee shall remove the facilities constructed on said right-of-way.

The Grantor shall fully use and enjoy said premises except for the purposes herein granted but such use shall not hinder, conflict or interfere with the exercise of the Grantee's rights hereunder, and no building, reservoir, or structure shall be constructed upon the rights-of-way or easements herein granted; provided, however, nothing in this easement shall be construed as limiting Grantor's ability to access to the property via any entries to the property (now existing or created hereafter), nor shall this easement be construed as limiting Grantor's ability to extend the utility infrastructure through, on, or over the easement area. Grantor specifically reserves the right to extend utility infrastructure through, on, or over the easement area, and Grantee shall not obstruct or unreasonably delay any such infrastructure improvements made by Grantor within the easement area.

Grantee shall pay all damages to crops, livestock and fences which may arise directly from construction, maintenance and operation of said facilities. It is mutually understood and agreed that in the event any dispute arises relative to the amount of damages suffered, which are caused by the exercise of the rights granted, said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, or by the person or persons claiming an interest in the land derived from Grantor, one by the Grantee, its successor or assigns, and the third person by the two persons before mentioned, and the decision of the arbitrators thus selected shall be final and conclusive.

The Grantee shall bury all facilities to a minimum depth of thirty-six (36) inches or a sufficient depth so as not to interfere with the cultivation of the soil.

Grantee makes no representations, warranties, covenants or agreements either written or oral except those expressed herein, and no contractor, representative or agent is authorized to make any such agreements or modifications to the terms of this easement.

WITNESS THE EXECUTION HEREOF the 3<sup>rd</sup> day of January, 2025.  
Scott Brewer  
 By: Scott Brewer, Chief Operating Officer  
 Dolese Bros., Co. *Exec. Vice president*

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA )

COUNTY OF OKLAHOMA )

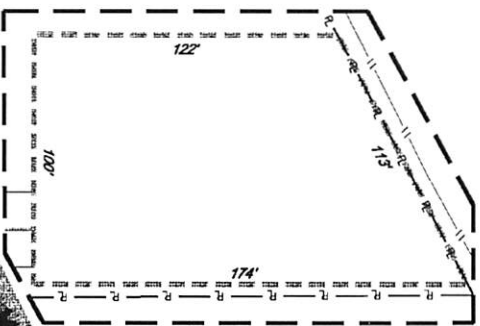
Before me, the undersigned, a Notary Public, in and for said County and State, on this 3<sup>rd</sup> day of January, 2025, personally appeared, Scott Brewer, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, in the capacity stated therein.

My Commission Expires:

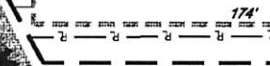
6-15-2027  
Savannah Owen  
 Notary Public

SAVANNAH OWEN  
 NOTARY PUBLIC - STATE OF OKLAHOMA  
 MY COMMISSION EXPIRES JUN. 15, 2027  
 COMMISSION # 23006093

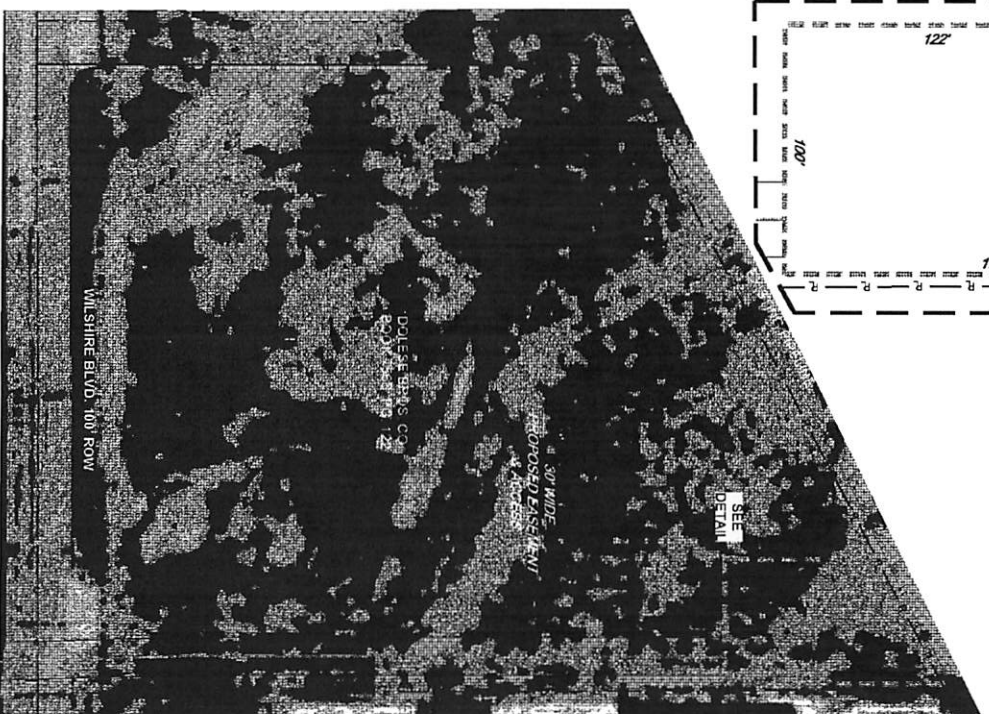
TOTAL LENGTH: 562.67 OR 33.50 RODS  
PERMANENT EASEMENT: 0.38 ACRES  
PROPOSED SITE: 0.34 ACRES



**DETAIL VIEW**  
**SCALE: 1" = 50'**



SEE  
DETAIL



NORTHSIDE BUSINESS  
PARK ADDITION  
BOOK 4388, PG 1511

[illegible]

OSURVEYVOMENTEINIA OPERATIONS, BLOWLEY, POST, FLOWNEVPA, PRODUCTBKEFORAS, WADDEN, TELN, DOLEEL, BURENOC, NEVAD, 137/72224 14821 PM 8908

## **AMENDMENT NO. 1 TO THE SURFACE DAMAGES AND USE AGREEMENT**

THIS AMENDMENT NO. 1 TO THE SURFACE DAMAGES AND USE AGREEMENT (this "Amendment") is made and entered into this 1st day of November, 2024 (the "Amendment Effective Date"), by and between the Trustees of The Oklahoma City Airport Trust (the "Airport Trust"), a public trust created and established for the use and benefit of The City of Oklahoma City (the "City"), and FP Overlook LLC, a Delaware limited liability company, with an address of 300 Colorado Street, Suite 1900, Austin, Texas 78701 (herein referred to as "FP Overlook").

### **RECITALS**

**WHEREAS**, the Airport Trust previously entered into that certain Surface Damages and Use Agreement (the "Agreement") dated effective April 1, 2022 with FP Overlook's predecessor in interest, Revolution Resources, LLC ("Revolution"); and

**WHEREAS**, Revolution assigned the Agreement with the Airport Trust's approval to FP Overlook effective as of February 1, 2023; and

**WHEREAS**, the Airport Trust and FP Overlook now desire to amend the Agreement to contemplate adding an additional gas transmission line (the "New Line") that will exit the Well Site and traverse another area of the Airport Lands than the existing as-built active gas transmission line (the "Existing Line"); and

**WHEREAS**, any capitalized terms used herein, but not defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Airport Trust and FP Overlook hereby agree to amend the Agreement as follows:

1. **Revision to Exhibit B.** Page 17 of 20 on Exhibit B of the Agreement associated with the Existing Line shall be replaced with the attached Exhibit B of this Amendment. This revision to the Agreement is associated with adding the New Line on Page 17 of 20 on Exhibit B (as shown in red) in addition to the Existing Line (as shown in green).

2. **Conflict of Terms.** Except as set forth in this Amendment, the Agreement, including Exhibit B, is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment shall prevail.

3. **Miscellaneous.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument; provided, however, that this Amendment shall be effective and binding only if it is fully executed by both the Airport Trust and FP Overlook. Photographic or scanned copies of such signed counterparts shall be deemed to be valid and binding for all purposes herein and may be used in lieu of the originals for any purpose. This Amendment shall inure to the benefit of, and be

binding on, the Parties and their respective successors and assigns.

**[signature pages follow]**

**IN WITNESS WHEREOF**, this Amendment is executed by the Parties on the date of the acknowledgments shown below but is effective for all purposes as of the Amendment Effective Date.

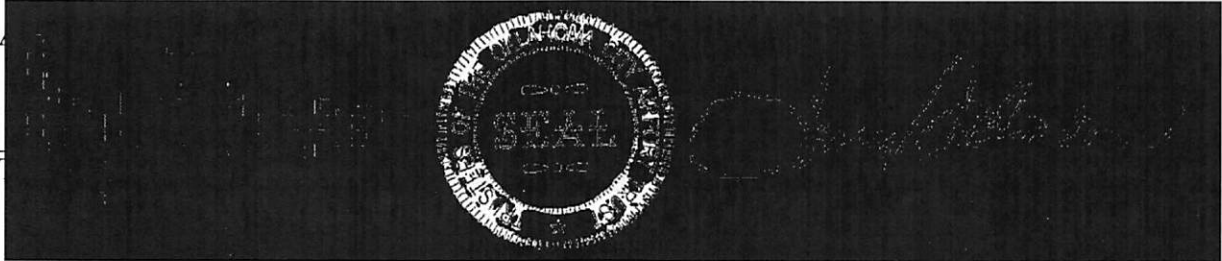
**FP OVERLOOK LLC**

By: 

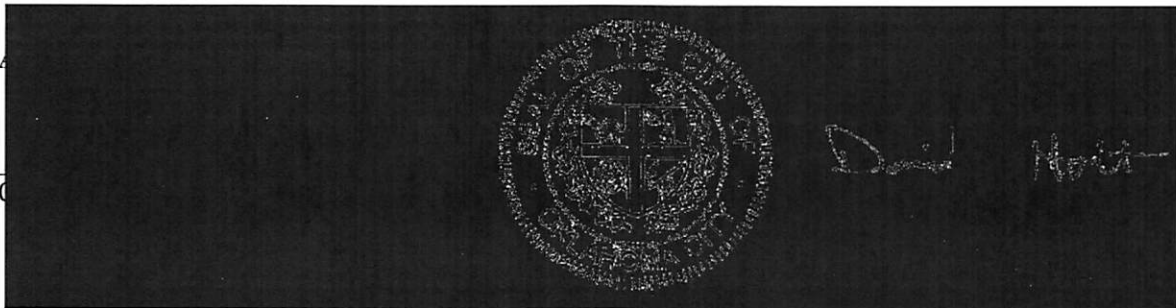
Name: Stephanie Reed

Title: Vice President

**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 21ST day  
of NOVEMBER, 2024.



**APPROVED** by the Council and signed by the Mayor of The City of Oklahoma City this  
3RD day of DECEMBER, 2024.



**REVIEWED** for form and legality.

As \_\_\_\_\_  
Attorney for the Trust

## EXHIBIT B

### 10. Gas Transmission lines



# **AFFIDAVIT OF NATURAL GAS SALES**

**Affidavit**

I, Jarrod Lock, of Formentera Operations, LLC as Senior Production Engineer verify that Formentera Operations, LLC does not sell Natural or Artificial Gas to consumers in the Oklahoma City market.

**Company:**

Formentera Operations, LLC



Jarrod Lock, Sr. Production Engineer

**ACKNOWLEDGEMENT**

STATE OF Oklahoma

COUNTY OF Oklahoma

On this 4<sup>th</sup> day of February, 2025, before me, the undersigned authority, personally came and appeared Jarrod Lock, who acknowledged to me that he, in his capacity as Senior Production Engineer of Formentera Operations, 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 written above



Notary Public



My commission expires:

03-17-2027

Commission #: 23003804

# **EMERGENCY CONTACT INFORMATION**

**Stephen Unger**

**(405) 431-5897**

**Stephen.unger@formenteraops.com**

**Jarrold Lock**

**(918) 760-3297**

**Jarrold.lock@formenteraops.com**

**Bill Bender:**

**(307) 851-7929**

**Bill.Bender@formenteraops.com**

**All at 9520 North May, Ave Suite 110**

**Oklahoma City, OK 9520**

# BILLING INFORMATION

COMPANY NAME: Osage Oil and Gas

CONTACT NAME: Phillip M York

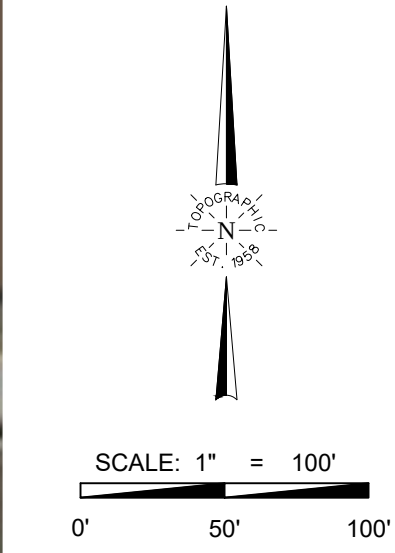
CONTACT EMAIL: pyork@osageoilandgas.com

CONTACT PHONE: 405-409-5044

CONTACT ADDRESS: 9520 N. May Ave STE 301, OKC, OK 73120

# **CONSTRUCTION DRAWINGS**

WALDEN TIE-IN  
8" FLOWLINE



NUMBER	STATION	LATITUDE	LONGITUDE	DEFLECTION
BEGIN LINE	0+00.0	35.54952	-97.64076	
1	0+54.7	35.54952	-97.64094	90°19'
2	3+54.6	35.55034	-97.64095	-47°34'
3	4+24.0	35.55047	-97.64113	46°33'
4	7+81.5	35.55145	-97.64116	1°47'
END LINE	12+09.2	35.55263	-97.64115	--

PLAN  
SCALE: 1" = 100'



LEGEND	
	CIL PROPOSED PIPELINE
	FENCE LINE
	SURVEY/SECTION LINE
	TRACT BORDER
	COUNTY LINE
	EXISTING PIPELINE
	ROAD WAY
	PERMANENT EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE
	POINT OF INTERSECTION
	TEST LEAD
	BLOCK VALVE
	BORE ENTRY/EXIT

GENERAL INFORMATION	
ISSUED FOR REVIEW	
M.A.O.P. - XXXX PSIG, MINIMUM REQ. TEST PRESSURE - XXXX PSIG	
ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREON ARE GRID BASED UPON THE OKLAHOMA COORDINATE SYSTEM OF 1983, NORTH ZONE, U.S. SURVEY FEET	
WARNING	
A REASONABLE ATTEMPT HAS BEEN MADE TO LOCATE ALL UNDERGROUND OBSTRUCTIONS BUT UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY AND THERE MAY ALSO BE OTHER UNDERGROUND UTILITIES THAT ARE NOT SHOWN. IT IS STILL THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UNDERGROUND FACILITIES WITHIN WORKING AREA. CONTRACTOR MUST CONTACT ONE CALL UTILITY LOCATION SERVICES AND THE OWNERS OF THE UTILITIES TO VERIFY THEIR LOCATION.	
THIS DOCUMENT IS FOR CONSTRUCTION PURPOSES ONLY AND IS NOT INTENDED TO BE FILED OF RECORD FOR EASEMENT OR ANY OTHER PURPOSE.	
ORIGINAL DOCUMENT SIZE: 24" X 36"	

REVISION		
NO.	DESCRIPTION	DATE

SUMMARY OF MATERIALS		
ITEM #	LINEAR FT./QTY.	DESCRIPTION
1	851.7	8" x .188 WT, ERW, 14-16 MILS FBE
2	357.5	8" x .188 WT, ERW, 14-16 MILS FBE (BORE)
3	1209.2	TOTAL FOOTAGE
4	1	FOREIGN PIPELINE CROSSINGS
5	1	FENCE CROSSINGS
6	4	POINTS OF INTERSECTION

PRELIMINARY CONSTRUCTION ALIGNMENT		
PROPOSED WALDEN TIE-IN 8" FLOWLINE 0+00.0 TO 12+09.2		
FILE: AL_WILEY_POST_FLOWLINE	REVISION:	
DRAFT: DMG	CHECK: JSR	0
SHEET: 1 OF 2	DATE: 2/04/2025	

