

## **ALTA Commitment for Title Insurance**

ISSUED BY

## **First American Title Insurance Company**

# Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Community Escrow & Title Co. Issuing Office: 623 South Lewis, Stillwater, OK 74074

Issuing Office's ALTA® Registry ID: 1077777 Loan ID No.:

Commitment No.: SW230922291 Issuing Office File No.: SW230922291

Property Address: Lakeview Rd & Brush Creek Rd., Stillwater, OK 74075

Revision No.:

#### **SCHEDULE A**

Commitment Date: September 12, 2023 at 07:00 AM

2. Policy to be issued:

(a) ALTA Owners Policy (06/17/06)

Proposed Insured: TBD

Proposed Policy Amount: TBD

(b) **X** ALTA Loan Policy (06/17/06)

Proposed Insured: TBD, its successors and/or assigns as their respective interests may appear.

Proposed Policy Amount: \$0.00

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. The Title, at the Commitment Date, vested in:

Lowell S. Adams and Marilyn S Adams, Trustees of the Adams Living Trust, dated November 24, 2015 and Brenda Adams Tate

5. The Land is described as follows:

SEE SCHEDULE A (CONTINUED) ATTACHED HERETO

Community Escrow & Title Co.

gh h hartly

Bv:

Community Escrow & Title Co. Lic #10011514, BY: JOHN W. BARTLEY, TL #115832, OBA#6124

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## **ALTA Commitment for Title Insurance**

ISSUED BY

### First American Title Insurance Company

# Schedule BI & BII

Commitment No.: SW230922291

#### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Lowell S. Adams and Marilyn S. Adams, Trustees of the Adams Living Trust, dated November 24, 2015 and Brenda Adams Tate, reflecting her marital status and joined by spouse, if any to TBD.
  - b. Mortgage from TBD to TBD, securing the principal amount of \$0.00.
- 5. NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided for by 68 Okla. Stat. 3202.
- 6. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901
- 7. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
- 8. Pay the agreed amount for the estate or interest to be insured.
- 9. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.

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#### **SCHEDULE BI & BII**

(Continued)

- 10. Final policy cannot be issued, unless abstract certificate date, which is at September 12, 2023, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 Calendar Days after the above date.
- 11. With respect to the trust referred to in the vesting, furnish:
  - (a) Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - (b) Other requirements which the Company may impose following it review of the material required herein and other information which the Company may require.

### **SCHEDULE B, PART II**

#### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not recorded in the Public Records.
- 3. Easements or claims of easements not recorded in the Public Record.
- 4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the Land.
- 5. Any lien, or right to lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public record.
- 6. Ad valorem taxes for Year 2023 amount of which is not ascertainable, due or payable.
- 7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

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#### **SCHEDULE BI & BII**

(Continued)

- 8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
- 9. Water rights, claims or title to water, whether or not shown by the public records.
- 10. 33-foot statutory section line right-of-way along all exterior section lines.
- 11. Right-of-way in favor of OKAN Pipeline Company, recorded on May 13, 1955, in Book 121 Misc., Page 276.
- 12. Sanitary Sewer Easement in favor of the City of Stillwater, recorded on October 17, 1977, in Book 355, Page 17.
- 13. Sanitary Sewer Easement Ratification in favor of the City of Stillwater, recorded on February 3, 1978, in Book 369, Page 171.
- 14. Memorandum of Surface Use Agreement between Brenda Adams Tate and White Star Petroleum, LLC, recorded on November 14, 2016, in Book 2365, Page 572, and further assigned.
- 15. Memorandum of Surface Use Agreement between Lowell S. Adams and Marilyn S Adams, Trustees of the Adams Living Trust, dated November 24, 2015, and White Star Petroleum, LLC, recorded on November 14, 2016, in Book 2365, Page 580, and further assigned.
- 16. Decree of Incorporation of the Conservancy District No. 16, of Payne and Noble Counties, recorded on July 29, 1958, in Book 134 Misc., Page 379. Amendment recorded in Book 152 Misc., Page 483.

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# **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company** 

# Schedule A (Continued)

File No.: SW230922291

#### **LEGAL DESCRIPTION**

The Land referred to in this policy is described as follows:

The East Half (E/2) of the Southeast Quarter (SE/4) AND the North 58 Acres of the West Half (W/2) of the Southeast Quarter (SE/4) of Section Six (6), Township Nineteen (19) North, Range Three (3) East of the Indian Meridian, Payne County, Oklahoma.

Form 5000000-A (7-1-14) Schedule A (Continued)

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together with	the right of ingress ar	nd egress to and fro	Section 6 m said line or lines, or a	ny of them, for the pu	rposes aforesaid.
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execution here establishing th	eof, receipt of which se route of the line ha	is hereby acknowle s been completed, a	iged. Any balance due to the deferment of the deferment o	o be paid to the Grant	ors after the surve
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said damages,	if not mutually agre	ed upon, to be asce	ngs of said Grantors from ertained and determined	n the exercise of the ri by three disinterested	ghts herein granted
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basis of One	Dollar(\$1.00)er li	neal rod, shall be p	aid for each line laid af	ter the first line.	
It is agree	ed that any payment o	due under this agre	ement may be made dir	ect to said Grantors t	or any one of them
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Bank atStil	lwater, Oklahoma	hish	1.1.1. 14		
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thereof, be but thirty six or main ba	nne or lines construct ried to such depth as v ; inches, and sha rn.	ed by said Grantee will not interfere wi .11 not be laid	across lands under cult th such cultivation, suc closer than two l	ivation shall, at the t th depth shall be nundred feet from	ime of construction not less than the residence
The rights	rn. herein granted may b	e assigned in whole	or in part.		
The terms,	, conditions and provi	sions of this contra	et shall extend to and h ssigns of the parties her	e binding upon the h	eirs, executors, ad-
	caronal representative	s, successors and a	ssigns of the parties her	eto.	
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IN WITNE	SS WHEREOF, the G	rantors herein have	hereunto set their hand	s and seals this 17th	day of
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		and Gladys F. Ada	
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# FILED FOR RECORD OCT 171977 3.20 P.M.

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SANITARY SEWER EASEMENT

BOOK 355 FASE 17

THIS AGREEMENT made and entered into this Star day of October,

19 77, by and between LARRY A. MOSS

of MINERAL WELLS, TEXAS, Party of the First Part,
and the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation, Party of the
Second Part, witnesseth:

WHEREAS, the Party of the First Part represents and warrants that he owns and has fee simple title to that certain parcel of real estate located in the County of Payne, State of Oklahoma, more particularly bounded and described herein, and

WHEREAS, the Party of the Second Part desires to use said property for constructing, using, replacing and maintaining a sanitary sewer system and tributary connection.

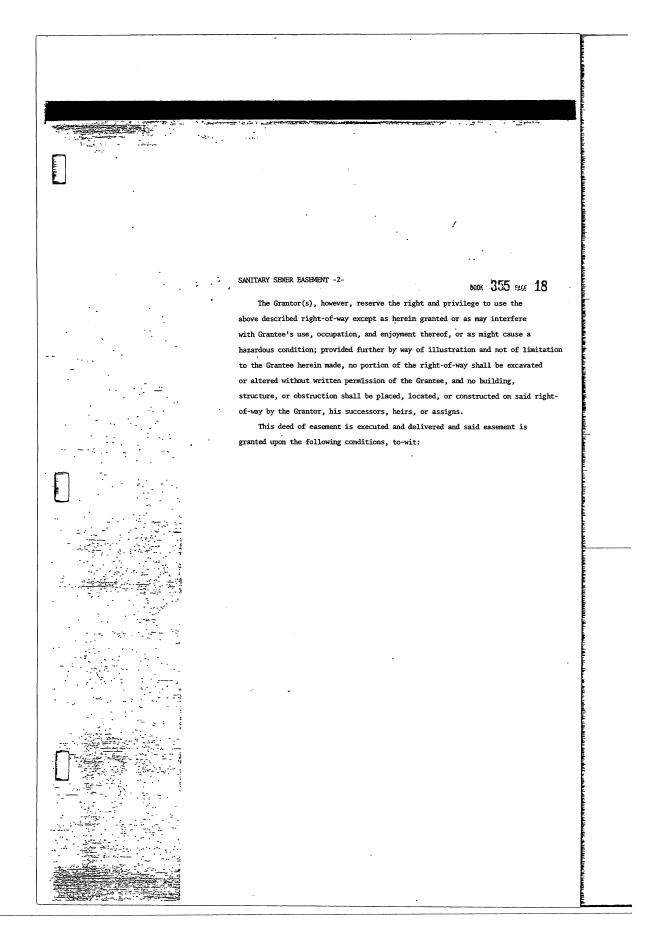
NOW, THEREFORE, it is mutually agreed as follows:

That LARRY A. MOSS the Grantor(s) herein, in consideration of the sum of Ten and No/100, and other valuable considerations paid by the City of Stillwater, Oklahoma, a Municipal Corporation, the Grantee herein, receipt of which is hereby acknowledged, does grant, release and convey to the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, forever, a perpetual easement over, under and through the following described real estate for the purposes of constructing, using, replacing, and maintaining a sanitary sewer, tributary connections, and appurtenant work in any part of said easement, including the right to clean, repair, replace, and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, the permanent easement being described as follows:

A permanent easement 30 feet wide across a tract in the Southeast Quarter (SE/4) of Section 6, Township 19 North, Range 3 East of the Indian Meridian, Payne County, Okahoma, the center line of said permanent easement being more particularly described as follows:

BEGINNING at a point on the South line of the SE/4 of said Section 6, said point being approximately 172 feet East of the SW/Corner of the SE/4 of said Section 6; thence Northerly a distance of approximately 100 feet; thence Northerly a distance of approximately 253 feet; to a point on the West line of the SE/4 of said Section 6; said point being approximately 298 feet North of the SW/Corner of the SE/4 of said Section 6.





BOOK 355 FAGE 19 1. The City of Stillwater, Oklahoma, Party of the Second Part, agrees to hold Larry A. - Moss, Party of the First Part, free and harmless from any future breaks, leaks, or damages which might occur to the sanitary sewer pipeline and tributary connections referred to herein. 2. Party of the Second Part, Grantec herein, agrees that any and all fences destroyed, damaged, or removed during the construction and maintenance of the sanitary sewer pieplines and tributary connections referred to herein, shall be restored and repaired by said Grantee. 3. Grantee further agrees that where selected topsoil, sod, or other material is removed, such material shall be carefully replaced to its original position. Grantee, Party of the Second Part, further agrees that the top twelve (12) inches of backfill material shall be of as good quality as the original topsoil which was

BOOK 355 FASE 20 This agreement shall be binding upon the heirs, executors; and assigns of the parties hereto. IN WITNESS WHEREOF, the Grantor(s) herein has set his/her hand this 8th day of COUNTY OF PAYNE Before me, a Notary Public in, and for said County and State, on this y day of October, 1978? personally appeared Large A. Moss to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that Accepted the same as Ais free and voluntary act and deed for the uses and purposes therein set forth.

# FILED FOR RECORDED 0 3 1978 AT 3. 20pm.

SANITARY SEWER EASEMENT RATIFICATION

369 4617<u>1</u>

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WHEREAS, Larry A. Moss on the 8th day of October, 1977 did execute and deliver unto the City of Stillwater, Oklahoma, a municipal corporation, a perpetual sanitary sewer easement covering the following described lands sutuate in Payne County State of Oklahoma, to-wit:

A permanent easement 30 feet wide across a tract in the Southease Quarter (SE/4) of Section 6, Township 19 North, Range 3 East of the Indian Meridian, Payne County, Oklahoma, the center line of said permanent easement being more particularly described as follows:

BEGINNING at a point on the South line of the SE/4 of said Section 6, said point being approximately 172 feet East of the SW/Corner of the SE/4 of said Section 6; thence Northerly a distance of approximately 100 feet; thence Northerly a distance of approximately 253 feet; to a point on the West line of the SE/4 of said Section 6; said point being approximately 298 feet North of the SW/ Corner of the SE/4 of said Section 6,and;

WHEREAS, by virtue of a deed dated July 19, 1965 by and between said Larry A. Moss and James L. Moss, said deed recorded in Book 190 D.R., page 84 of the records of the County Clerk of said County and State, the heretofore described property was subject to a restriction against alienation for a period of 15 years beginning on said 19th day of July, 1965; and,

WHEREAS, said perpetual sanitary sewer easement given by the said Larry A. Moss failed to contain and did not contain the ratification and approval of the said James L. Moss as required by the said restriction against alienation referred to hereinbefore; and,

WHEREAS, there currently exists litigation between the City of Stillwater and the said James L. Moss, specifically Case No. C-77-408, Case No. C-77-412, and Case No. C-77-418, all filed in the District Court of Payne County, State of Oklahoma; and,

whereas, it is mutually advantageous to both the City.

of Stillwater and James L. Moss that the issues existing
between the two, and the subject of said litigation beared by
without expenses of court proceedings.

82

see 369 we 172 NOW, therefore, in consideration of the agreements made between the City of Stillwater and the said James L. Moss, I James L. Moss do hereby grant, release, convey and ratify unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assings, forever, that certain sanitary sewer easementdated the 8th day of October, 1977, made and entered into by and between the City of Stillwater and Larry A. Moss, and recorded in Book 355, page 17 of the records of the County Clerk of Payne County, State of Oklahoma. This deed of easement is executed, delivered and ratified heirs, executors, and assigns of the parties hereto. James L. Miss STATE OF OKLAHOMA ) COUNTY OF PAYNE Before me, a Notary Public in and for said County and State, on this and day of And, 1978, personally appeared for the within and foregoing instument and acknowledged to me that he executed the same as the free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above Waitten OTA A) Linda & Smith nmission Expires <u>5-3-20</u>



# MEMORANDUM OF SURFACE USE AGREEMENT

STATE OF OKLAHOMA §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PAYNE

§

THIS MEMORANDUM OF SURFACE USE AGREEMENT is executed this 25 day of October, 2016, by and between Brenda Adams Tate, whose address is 601 W. Downing, Tahlequah, OK 74464 ("Owner") and White Star Petroleum, LLC, whose mailing address is P.O. Box 13360, Oklahoma City, OK 73113, hereinafter called ("Operator"), Owner and Operator respectively under that certain Surface Use Agreement ("SUA") described below.

- 1. This is a memorandum of a Surface Use Agreement entered into as of the 25 day of October, 2016, between Brenda Adams Tate, as Owner, and White Star Petroleum, LLC, as Operator. Pursuant to the SUA and subject to the terms thereof, Operator has the exclusive right to use and occupy the real property more particularly described on the Exhibit "A" attached hereto (the "Premises") beginning on Oct. 25 20/6, 2016. The SUA shall continue in force and effect for so long as the Oil and Gas Leases or any renewal, amendment or replacement of the Oil and Gas Leases, remains in force and effect. However, it is agreed and understood that Operator may access the Premises after the termination of the SUA should such access be necessary to comply with any order or regulation of a regulatory authority having jurisdiction over Operator on the Premises, or to complete Operator's reclamation obligations under the SUA.
- 2. Among other rights, the SUA grants Operator a thirty foot (30') wide permanent easement, more particularly described as, and further depicted on the Exhibit "B" attached hereto and right of way to run pipelines for the transportation of produced water and natural gas across Owner's lands and contains provisions governing the maintenance of insurance covering the Premises, among certain other provisions relating to the Premises.

This Memorandum is executed by Owner and Operator and placed of record in the county in which the Lands are located for the purpose of placing all persons on notice of the existence of the Agreement, which is not, at the request of both parties, being filed of record.

This Memorandum may be signed in any number of counterparts, and when delivered each shall be deemed an original and binding on the party or parties so signing as one and the same Memorandum, regardless of whether all of the recited parties join in the execution hereof. For convenience in recording, the signatures and acknowledgment pages may be detached from any counterpart and attached to a single counterpart.

SIGNATURES ON THE FOLLOWING PAGE

RETURN TO STUDIC ENERGY
450/ N WESTERN
OKINHOM CITY OK
35/18<sup>1</sup>,5

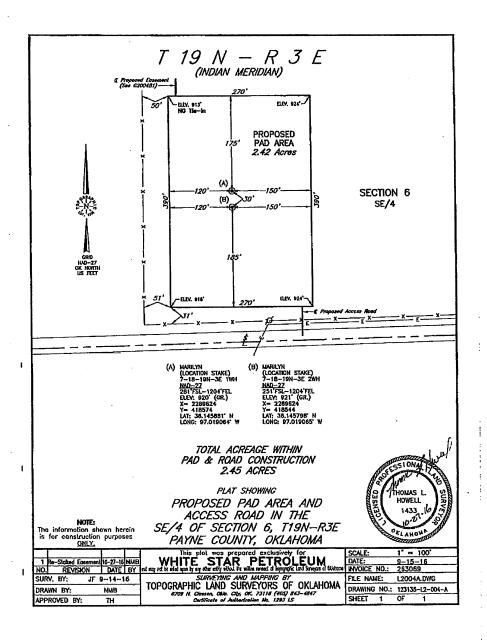
IN WITNESS HEREOF, Owner and Operator have executed this Memorandum of Surface Use Agreement this \_\_\_\_ day of October, 2016. 1-2016-014965 Book: 2365 pg: 573 11/14/2016 11:14 AM pgs: 572 - 575 Fees: \$19.00 Doc: \$0.00 OWNER: enda Adams Late OPERATOR: White Star Petroleum, LLC Adam Doty, Director-Field & Water Management STATE OF Oklahoma SS: COUNTY OF Churcke . BEFORE ME, the undersigned authority, on this 25 day of October, 2016, personally appeared Brenda Adams Tate, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that she/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated. My Commission Expires My Commission Number: 11009810 #11009810 EXP. 10/28/19 STATE OF OKLAHOMA SS: COUNTY OF Oklahoma } BEFORE ME, the undersigned authority, on this 312 day of October, 2016, personally appeared Adam Doty, Director-Field & Water Management, of White Star Petroleum, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated. My Commission Expires 12- 23-19 BRIDGAIL MRY BRIDGE My Commission Number:

# 15011377

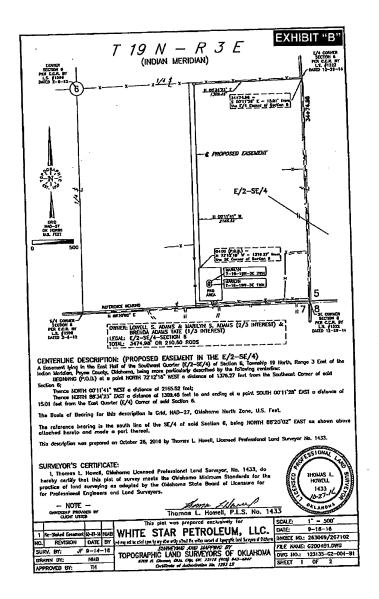
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### **EXHIBIT "A"**



### **EXHIBIT "B"**





### MEMORANDUM OF SURFACE USE AGREEMENT

STATE OF OKLAHOMA	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF PAYNE	§	•

THIS MEMORANDUM OF SURFACE USE AGREEMENT is executed this <u>25</u> day of October, 2016, by and between Lowell S. Adams and Marilyn S. Adams, Trustees of the Adams Living Trust Dated November 24, 2015, whose address is 1503 Forest Green Drive, Ogden, UT 84403 ("Owner") and White Star Petroleum, LLC, whose mailing address is P.O. Box 13360, Oklahoma City, OK 73113, hereinafter called ("Operator"), Owner and Operator respectively under that certain Surface Use Agreement ("SUA") described below.

- 1. This is a memorandum of a Surface Use Agreement entered into as of the 25th day of October, 2016, between Lowell S. Adams and Marilyn S. Adams, Trustees of the Adams Living Trust Dated November 24, 2015, as Owner, and White Star Petroleum, LLC, as Operator. Pursuant to the SUA and subject to the terms thereof, Operator has the exclusive right to use and occupy the real property more particularly described on the Exhibit "A" attached hereto (the "Premises") beginning on October 25, 2016. The SUA shall continue in force and effect for so long as the Oil and Gas Leases or any renewal, amendment or replacement of the Oil and Gas Leases, remains in force and effect. However, it is agreed and understood that Operator may access the Premises after the termination of the SUA should such access be necessary to comply with any order or regulation of a regulatory authority having jurisdiction over Operator on the Premises, or to complete Operator's reclamation obligations under the SUA.
- 2. Among other rights, the SUA grants Operator a forty foot (40') wide permanent easement, more particularly described as, and further depicted on the Exhibit "B" attached hereto and right of way to run pipelines for the transportation of produced water and natural gas across Owner's lands and contains provisions governing the maintenance of insurance covering the Premises, among certain other provisions relating to the Premises.

This Memorandum is executed by Owner and Operator and placed of record in the county in which the Lands are located for the purpose of placing all persons on notice of the existence of the Agreement, which is not, at the request of both parties, being filed of record.

This Memorandum may be signed in any number of counterparts, and when delivered each shall be deemed an original and binding on the party or parties so signing as one and the same Memorandum, regardless of whether all of the recited parties join in the execution hereof. For convenience in recording, the signatures and acknowledgment pages may be detached from any counterpart and attached to a single counterpart.

SIGNATURES ON THE FOLLOWING PAGE

RETURN TO STUBLE FINANCY

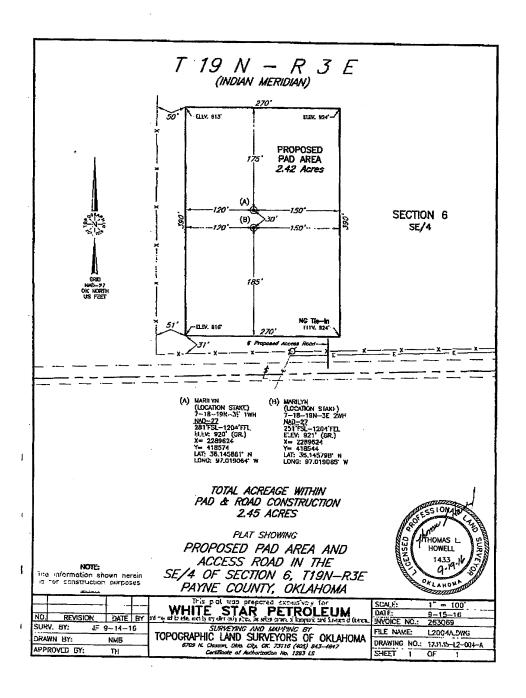
4501 N WESTERN

OK WHOME City OK 1

IN WITNESS HEREOF, Owner and Operator have executed this Memorandum of Surface Use Agreement this <u>25</u> day of October, 2016.

OWNER:		
		ms Living Trust Dated November 24, 2015
By: Lowell S. Adams, Trustee		I.2016.014967 Book: 2365 pg; 581 11/14/2016 11:41 AM pgs: 580 - 583 Fees: \$19.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma
By: Marilyn S. Adams, Trustee		rajilo dalah
OPERATOR:		
By: Adam Doty, Director-yield & W.	ater Management	
STATE OF Whah } SI	S:	
Lowell S. Adams and Marilyn S. Ad 2015, known to me to be the person	dams, Trustees of the a whose name is subscri- executed the same fo	Adams Living Trust Dated November 24 bed to the foregoing instrument, and who the purposes and consideration therein
My Commission Expires  Guly 14, 2019  My Commission Number:  667981		Notary Public  ESTRELLITA DOMINGO Notary Public State of Utah Comm. No. 667781
STATE OF OKLAHOMA } COUNTY OF Oklahoma }	SS:	My Comm. Expires Jul 14, 2017
Doty, Director-Field & Water Man person whose name is subscribed to	agement, of White Stathe foregoing instrument	October, 2016, personally appeared Adam or Petroleum, LLC, known to me to be the ent, and who acknowledged to me that he rein expressed and in the capacity therein
My Commission Expires  12-13-19  My Commission Number:  150/1377	# 15011377 EXP. 12/23/19  # 150 LOC ACTION OF OKAMINI	Notary Public

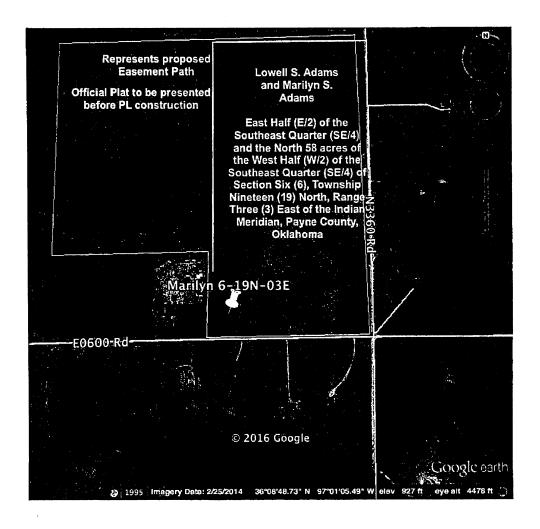
### **EXHIBIT "A"**



I-2016-014967 Book: 2365 pg: 583 11/14/2016 11:41 AM pgs: 580 - 583 Fees: \$19.00 Doc: \$0.00 Glenna Craig, Payne County Clerk Payne County - State of Oklahoma

### **EXHIBIT "B"**

(To serve as placeholder until official plat and pipeline coordinates are provided)



R. L. HERT, Judge of the District Court of Payne County, Oklahoma

DECREE OF INCORPORATION

TO

DATED: June 30, 1958

FILED: July 29, 1958

CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA

at 8:35 A.M.

RECORDED: Book 134 Misc.

at Page 379

# IN THE DISTRICT COURT OF PAYNE COUNTY, OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16, No. 18,279

IN PAYNE AND NOBLE COUNTIES, OKLAHOMA FILED: June 30, 1958

#### DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 30th day of June, 1958, pursuant to assignment, before the Honorable R. L. Hert, Judge of the District Court of Payne County, Oklahoma, said cause having heretofore been assigned to the District Court of Payne County, Oklahoma, by the Supreme Court of the State of Oklahoma, on the 7th day of April, 1958, in Cause No. 38,223. Said Supreme Court having ordered that the District Court of Payne County is most conveniently near the center or middle of said District and can conveniently hear and determine said Petition with greatest convenience to the people within said proposed district; this matter coming on to be heard upon the Petition and proper notices praying for a conservancy district co-extensive with the drainage area of Stillwater Creek, said Stillwater Creek arising and beginning in Noble County and flowing across Payne County, Oklahoma, and that the said Stillwater Creek is a tributary of the Cimarron River in Oklahoma.

IT APPEARING TO THE COURT that a sufficient number of landowners in said proposed district have signed a Petition herein, and it further appearing to the Court that the City of Stillwater, Payne County, Oklahoma, a city of the first class, has signed said Petition and a resolution authorizing and directing the City of Stillwater to participate in said conservancy district, and from the evidence submitted herein, and the witnesses sworn and examined in open Court, the Court FINDS that said Petition of the landowners of the City of Stillwater are sufficient to grant this Court jurisdiction.

IT FURTHER APPEARING THAT statutory notice of this hearing has been given by publication in two (2) newspapers of general circulation in each county affected by the proposed conservancy district of the pendency of this action, more than thirty (30) days prior to the date

DECREE OF INCORPORATION (cont'd) Book 134 Misc. at Page 379

HEREOF. Said notices having been published in the Stillwater Gazette and the Perkins Journal in Payne County, Oklahoma, and in the Perry Daily Journal and the Billings News in Noble County, Oklahoma, as shown by the proofs and affidavits of publication on file herein. Therefore, said notice of this hearing is hereby approved and ordered sufficient for jurisdiction and determination of the issues as presented in said Petition.

THE COURT FINDS that no objections have been filed and none heard in said cause protesting the formation of such conservancy district, and the Court calls three (3) times in open court for persons to state their objections as to why such district should not be organized and incorporated, and there being no objections, either written or oral, the COURT FINDS ALL ISSUES PRESENTED IN SAID Petition in favor of said Petitioners, and hereby orders that the corporate name of said district shall be CONVERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, which comprises the drainage area of Stillwater Creek in said counties, more specifically described hereafter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT THAT CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, should be, and is hereby ordered to be a legal entity, a body corporate and vested with all the powers, authorities, duties and responsibilities as contemplated and set forth in Title 82, Oklahoma Statutes Annotated, Section 541 and 545, it being found by this Court that the conditions stated in Title 82, Oklahoma Statutes Annotated, Section 541, is found to exist in the drainage area of Stillwater Creek, which comprises the land hereinafter described, said corporation to have perpetual existence with all the powers of a corporation, with the power to sue and be sued to the same extent as an individual in like cases, to incur debts, liabilities and obligations; to exercise the right of imminent domain and of assessment and taxation as 'provided by the laws of the State of Oklahoma; to issue bonds and to do and perform all acts necessary and proper for the carrying out of the purposes for which said district was created and for executing the power with which it is vested.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the District shall be composed of the drainage area of Stillwater Creek arising in Noble County, Oklahoma, and flowing across Payne County, Oklahoma, and that the lands composed in said district shall consist of the City of Stillwater, Payne County, Oklahoma, and the bottom land affected in the following described property, to-wit:

NOBLE COUNTY, OKLAHOMA (Lands in Noble County omitted herein)

PAYNE COUNTY, OKLAHOMA

DECREE OF INCORPORATION (cont'd) Book 134 Misc. at Page 379

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Township 19 North, Range 1 West N/2 of Section 3; W/2 and the SE/4
                                 of Section 4; Section 5; NE/4 of
                                  Section 6; E/2 of Section 8; Section
                                  9; S/2 Section 10; Section 11;
                                 N/2 of Section 15;
                                 W/2 of Section 1; N/2 and the SE/4
Township 19 North, Range 1 East
                                 of Section 2; SE/4 of Section 10;
                                 N/2 and the SW/4 of Section 11;
                                 Section 12; Section 13; N/2 and the
                                 SW/4 of Section 14; Section 23;
                                 NW/4 of Section 24;
Township 20 North, Range 2 East
                                 Lots 1, 2, 3, 4, 5 and 6, Section 32,
                                 Section 26; Section 35;
                                 E/2 of Section 5; Section 7; SE/4
Township 19 North, Range 2 East
                                 of Section 8; Section 9; NE/4 of
                                 Section 11; Section 13; Section 14;
                                 Section 16; Section 17; Section 18;
                                 NE/4 of Section 19; Section 20;
                                 Section 21; Section 22; Section 23;
                                 Section 24; Section 25; Section 26;
                                 Section 27; N/2 NE/4 of Section 28;
                                 Section 29;
Township 20 North, Range 3 East
                                 Lots 4, 5, 6, 7, 8, 9 and 10, Section
                                 31;
                                 Section 2; E/2 NE/4 and the SE/4 of
Township 19 North, Range 3 East
                                 Section 5; Section 6; Section 7;
                                 E/2 of Section 8; E/2 of Section 11;
                                 SW/4 of Section 13; E/2 of Section 14
                                 Section 17; the E/2 of Section 18;
                                 Section 20; W/2 of Section 24;
                                 W/2 of Section 25; W/2 SE/4 of Section
                                 29; Section 30; SE/4 of Section 31;
                                 Section 32; Section 33; Section 34;
                                 Section 36;
                                 Section 1; Section 2; Section 3;
Township 18 North, Range 3 East
                                 N/2 of Section 4; SE/4 of Section 10;
                                 Section 11; W/2 of Section 12;
                                 E/2 and the NW/4 of Section 13;
                                 NE/4 of Section 14;
Township 18 North, Range 4 East
                                 Section 18; N/2 of Section 19.
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DECREE OF INCORPORATION (cont'd) Book 134 Misc. at Page 379

IT IS FURTHER ORDERED THAT the principal place of business shall be 201 West 9th Street, Stillwater, Oklahoma, and that the official records and files of said district shall be kept in said office.

IT IS FURTHER ORDERED THAT the Clerk of this Court shall transmit to the Secretary of State of the State of Oklahoma, and the County Clerk of Payne County and Noble County, Oklahoma, copies of these findings and this Decree of Incorporation, and that the County Clerk of each county and the Secretary of State of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Decree.

R. L. HERT, Judge of the District Court of Payne County, Oklahoma.

APPROVED AS TO FORM: SWANK & SWANK

By: CHILTON SWANK, Attorneys for Petitioners.

(Certificate of True Copy omitted)

## AMENDED DECREE OF INCORPORATION

DISTRICT COURT OF PAYNE COUNTY.

STATE OF OKLAHOMA

TO

CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLA. Dated:

December 21, 1962

Filed:

March 21, 1963

3:30 P. M.

In the office of the County Clerk,

Payne County, Oklahoma.

Recorded in Book 152 Misc. Page 483

Consideration:

IN THE DISTRICT COURT OF PAYNE COUNTY. STATE OF OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA. ) No. 18,279

Filed: December 21, 1962

#### AMENDED DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 21st day of December, 1962, pursuant to assignment before the Honorable R. L. HERT, Judge of the District Court of Payne County, Oklahoma, upon the Application by Conservancy District No. 16 in Payne and Noble Counties Oklahoma, for an Order Nunc Pro Tunc amending the Decree of Incorporation heretofore entered in this Court on the 30th day of June, 1958, and filed of record in the office of the Court Clerk of Payne County, Oklahoma, on June 30, 1958, and also filed in the office of the County Clerk of Payne and Noble Counties, Oklahoma, and with the Secretary of the State of Oklahoma.

UPON consideration of seid Application for an Order Nunc Pro Tunc correcting the said Decree of Incorporation, it is hereby ORDERED that said Decree heretofore entered be, and the same is hereby in all things approved.

THE COURT FURTHER FINDS that in addition to the property descriptions included in the original Decree of Incorporation, that the following property descriptions should be added to Conservancy District No. 16 in Payne and Noble Counties, Oklahoma, as follows, to-wit:

## PAYNE COUNTY, OKLAHOMA

Township 19 North, Range 2 East -

Section 2; Section 3; Section 4; the Northeast Quarter of Section 8; Section 10; the South half and the Northwest Quarter of Section 11; Section 12; Section 15; the South half of the Northeast Quarter of Section 28; Section 30;

(AMONG OTHER LANDS NOT BEING ABSTRACTED)

THE COURT FURTHER FINDS that the above-described property is in addition to the property described in the original Decree of Incorporation and should be included in the Decree of Incorporation of Conservancy District No. 16 in Payne and Noble Counties, Oklahoma.

IT IS THEREFORE ORDERED that the above-described property be, and the same is hereby included in the Decree of Incorporation of Conservancy District No. 16 in Payne and Noble Counties, Oklahoma.

IT IS FURTHER SHOWN TO THE COURT that the office of the Conservancy District and principal place of business formerly located at 201 West Ninth Street, in Stillwater, Oklahoma, is now located in the Stillwater National Bank Building in Room No. 303, and that the official records and files of said District shall be kept in said office.

IT IS FURTHER ORDERED that the Clerk of this Court shall transmit to the Secretary of the State of Oklahoma, and the County Clerk of Payne County and Noble County, Oklahoma copies of this Amended Decree of Incorporation, and that the County Clerk of each county and the Secretary of the State of Oklahoma shall receive a fee of \$2.00 for diling, recording and preserving this Amended Decree.

/S/ R. L. HERT R. L. HERT, Judge of the District Court of Payne County, Oklahoma.

APPROVED AS TO FORM:
SWANK & SWANK
BY: CHILTON SWANK
Chilton Swank
Attorney for Conservancy
District No. 16.

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS.

I, the undersigned COURT CLERK, hereby certify that the foregoing is a true copy of the original instrument now on file in this office.

Witness my hand and seal this 21st day of December, 1962.

(SEAL)

ROSE I. JARVIS, COURT CLERK, PAYNE COUNTY, OKLA. BY: OLIVEGEL PARROTT, Deputy