

**SURFACE USE ACCOMMODATION AGREEMENT
AND PARTIAL RELEASE OF EASEMENTS**

This **SURFACE USE ACCOMMODATION AGREEMENT** ("**Agreement**") is entered into effective as of the 15th day of July 2026, by and between The Board of County Commissioners of Oklahoma County, a political subdivision of the State of Oklahoma ("**County Board**") and **S & J Operating Company**, a Texas corporation, ("**SJOC**"), collectively as the "**Parties**" and each a "**Party**." Each successor to a Party, in respect to an ownership interest in the surface of the Justice Center Tract or in the oil and gas leasehold underlying the Justice Center Tract, will likewise be a "**Party**."

WHEREAS, the County Board acquired the surface ownership of an approximate 71 acre tract of land located in the NE/4 of Section 12, Township 11 North, Range 3 West, Oklahoma County, Oklahoma (having an address at 1901 E. Grand Blvd., Oklahoma City, Oklahoma, as depicted on **Exhibit A** hereto (the "**Justice Center Tract**"), by Warranty Deed dated June 10, 2024 and recorded at Book 15777, Page 716 of the records of the County Clerk of Oklahoma County, Oklahoma.

WHEREAS, SJOC owns oil and gas leasehold interest underlying the NE/4 of Section 12 and the SE/4 of Section 1, Township 11 North, Range 3 West, Oklahoma County, Oklahoma, including the oil and gas leasehold estate underlying the Justice Center Tract, as the successor lessee under that certain oil and gas lease granted on September 15, 1927 by Elizabeth B. Theimer, et al., as lessors, to Indian Territory Illuminating Oil Company, as Lessee, recorded in Book 10, Page 329, of the records of the County Clerk of Oklahoma County, Oklahoma (the "**Oil and Gas Lease**").

WHEREAS, SJOC is an owner and the operator of multiple producing and injection wells located on the Oil and Gas Lease, inclusive of the various easements, rights-of-way, surface use easements, production facilities, pipelines, flow lines, injection facilities, power lines, pumping units, well sites, County road crossing easements and permits, gathering lines, and other facilities pertaining to its use of the surface for oil field operations, specifically including the surface use rights granted under the Oil and Gas Lease, under Oklahoma statutory and common law, and under the following easements and agreements filed of record:

Pipe Line Contract between E.H. Theimer and Indian Territory Illuminating Oil Company, recorded July 6, 1931 at Book 178, Page 582 of the records of the County Clerk of Oklahoma County, Oklahoma, granting blanket pipeline easements across, *inter alia*, the NE/4 of Section 12 and the SE/4 of Section 1, Township 11 North, Range 3 West, Oklahoma County, Oklahoma;

Subordination Agreement (with easements) dated June 29, 1967, between the Oklahoma City Housing Authority and Cities Service Oil Company ("Subordination Agreement"), recorded at Book 3503, Page 481 of the records of the County Clerk of Oklahoma County, Oklahoma, including all the specific easement tracts described therein at Book 3503, Pages 484 through 489, inclusive;

Right-of-Way Agreement dated May 29, 1968 between Oklahoma City Housing Authority and Cities Service Oil Company, recorded at Book 3659, Page 30 of the records of the County Clerk of Oklahoma County, Oklahoma, including all the specific easement tracts described therein at Book 3659, Pages 32 through 36, inclusive; and

Right-of-Way Agreement dated May 29, 1968 between Oklahoma City Housing Authority and Cities Service Oil Company, recorded at Book 3659, Page 164 of the records of the County Clerk of Oklahoma County, Oklahoma, including all the specific easement tracts described therein at Book 3659, Pages 166 through 167, inclusive;

(collectively, the "Recorded Easements.")

WHEREAS, SJOC is the successor in interest to Indian Territory Illuminating Oil Company, Cities Service Oil Company, OXY USA Inc., and Occidental Petroleum Corp., under the Oil and Gas Lease and Recorded Easements.

WHEREAS, the surface of the Justice Center Tract, including the rights-of-way and easements granted in the Recorded Easements, have been actively utilized by SJOC, and its predecessors, for oil field exploration and development operations since 1927, and SJOC anticipates continued use of the surface for oil field exploration and production operations and associated activities on and under the Justice Center Tract for many decades;

WHEREAS, the Parties desire to develop their respective rights within, underlying, upon and adjacent to the Justice Center Tract to the highest and best use of such rights and desire this Agreement to reflect the mutual accommodations, covenants and agreements that each Party hereto is willing to make on behalf of the other Party hereto in respect to the accommodation of uses of the surface by the County Board, its successors and assigns, as well as to preserve on behalf of SJOC, its successors and assigns, rights of access to, rights of ingress and egress upon, and reasonable use of the surface on and adjacent to the Justice Center Tract to explore, produce, develop and exploit the oil, gas and other hydrocarbon resources under the Oil and Gas Lease.

DEFINED TERMS

1. In addition to the terms defined in the preamble and recitals of this Agreement, the following terms have the following meanings:

15-Foot Setback means a fifteen-foot setback required distance from the boundary of the Tank Battery Easement (as defined below), and a fifteen-foot set back on each side of, and parallel to, the centerline of an SJOC Flow Line Location, setting the minimum setback distance between installation of any improvements or construction activity, including paving, and intended to be a buffer between the development by the County Board of the Justice Center Tract with the facilities, equipment and pipelines within, on and under the Continuing Easements and the Tank Battery Easement. The 15-Foot Setback is depicted in Exhibit A.

Released Easements means that portion, and only that portion, of the tracts or parcels described in the Recorded Easements, but only to the extent same are located within the boundaries of the Justice Center Tract, that are specifically identified in Paragraph 2 as being released by SJOC to accommodate the County Board's development of the Justice Center Tract.

Encroach and **encroachment** mean any surface development activity by the County Board, its successors or assigns, in violation of the 15-Foot Setback.

Flow Lines means SJOC's pipelines, flow lines, injection lines and gathering lines (any of which may be repaired, replaced, or repurposed from time to time by SJOC), located within an SJOC Continuing Easement, as graphically depicted on Exhibit A.

SJOC Continuing Easement means all terms, conditions and parcels described within the Recorded Easements that are not specifically identified as being a parcel that is a Released Easement in Paragraph 1 of this Agreement. Provided, upon completion of the Survey, the legal description of each SJOC Continuing Easement shall be adjusted and amended to the centerline of each SJOC Flow Line Location, inclusive of the 15-Foot Setback.

SJOC Contractor means each of SJOC's contractors or agents designated to perform accommodation work, as described in this Agreement, on behalf of SJOC or the County Board.

SJOC Flow Line Location means the center line of the actual location of each Flow Line located within an SJOC Continuing Easement. The actual location of each Flow Line within the Justin Center Tract shall be surveyed at the expense of the County Board (the "Survey").

Tank Battery Easement means that tract of land described in Paragraph 2 of this Agreement and depicted on Exhibit A, and includes all tanks, inventory, fencing,

machinery, equipment, trailers, skids, and facilities located on, under and within said tract, whether presently or in the future.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, accommodations, and releases set forth in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

AGREEMENTS

1. **SJOC's Partial Release of Certain Easement Parcels.** To accommodate the County Board's development of the Justice Center Tract, SJOC agrees to release a portion of the easement tracts described within Recorded Easements pertaining to pipeline and flow line rights-of-way, but only to the extent located within the Justice Center Tract as same is depicted on **Exhibit A**. The parcels within each Recorded Easement being released are described as:

a. **Pipe Line Contract** between E.H. Theimer and Indian Territory Illuminating Oil Company, recorded July 6, 1931 at Book 178, Page 582 of the records of the County Clerk of Oklahoma County, Oklahoma, granting blanket pipeline easements across the NE/4 of Section 12 and the SE/4 of Section 1, Township 11 North, Range 3 West, Oklahoma County, Oklahoma, is released by SJOC only as to that portion of the NE/4 of Section 12, Township 11 North, Range 3 West, that lies within the boundaries of the Justice Center Tract as same is described in that certain Warranty Deed dated June 10, 2024 and recorded at Book 15777, Page 715 of the records of the County Clerk of Oklahoma County, Oklahoma. For the avoidance of doubt, SJOC specifically excepts and reserves from this partial release all easement rights granted in the Pipe Line Contract as to all lands in the NE/4 of said Section 12 that are not within the boundaries of the Justice Center Tract.

b. **Subordination Agreement** dated June 29, 1967, between the Oklahoma City Housing Authority and Cities Service Oil Company, recorded at Book 3503, Page 481 of the records of the County Clerk of Oklahoma County, Oklahoma, partially released only insofar as the following described tracts, to wit:

- (i) The Tract designated as Easement No. 3 to the Subordination Agreement, at Book 3503, Page 487, and more specifically described as:

A pipe line easement 20' wide in the NE ¼ Section 12, T11N, R3W lying 10' each side of a centerline described as follows:

**(a) Beginning at a point 232' east of the SW corner of said NE ¼,
thence N 8° 36' 14" W a distance of 307.47';
thence N 32° 36' 17" E a distance of 131.77';
thence N 51° 45' 58" E a distance of 126.04';
thence N 46° 07' 56" E a distance of 178.93';
thence N 29° 44' 41" E a distance of 185.43';
thence N 16° 12' 06" W a distance of 430.08';
thence N 1° 31' 29" E a distance of 263.09';**

**thence N 24° 35' 13" E a distance of 298.02';
thence N 53° 31' 33" E a distance of 410.22';
to a point on the north boundary of Housing Project being 929' east of the
NW corner;**

**and Beginning at a point 83' east of the SW corner of said NE ¼;
thence N 74° 16' 05" E a distance of 147.53'
to a point 225' east and 40' north of the SW corner of said NE ¼.**

- (ii) The Tract designated as Easement No. 5 to the Subordination Agreement, at Book 3503, Page 489, and more specifically described as:

**A pipe line easement 20' wide in the NE ¼ Section 12, T11N, R3W,
Beginning at a point 975' west of the SE corner of the Low Rent Public
Housing Project in the NE/4 of Section 12, T11N, R3W and on the south
line of said NE/4; thence west 575'; thence north 20'; thence east 575' to the
point of beginning.**

- c. **Right-of-Way Agreement** dated May 29, 1968, between the Oklahoma City Housing Authority and Cities Service Oil Company, recorded at Book 3659, Page 30 of the records of the County Clerk of Oklahoma County, Oklahoma, partially released only insofar as the following described tract, to wit:

- (i) The Tract designated as Parcel 5 to the Right-of-Way Agreement, at Book 3659, Page 35, and more specifically described as:

A pipe line easement described as a parcel of land in the NE/4 of Section 12, T11N, R3W. Beginning at a point 890' east of the SW corner of the Low Rent Public Housing Project in the NE/4 of Section 12, T11N, R3W and on the south line of said NE/4; thence west 575'; thence north 20'; thence east 575'; thence south 20' to the point of beginning.

- d. **Right-of-Way Agreement** dated May 29, 1968, between the Oklahoma City Housing Authority and Cities Service Oil Company, recorded at Book 3659, Page 164 of the records of the County Clerk of Oklahoma County, Oklahoma, partially released only insofar as the following described tracts, to wit:

The Tract designated as Easement No. 1 to the Right-of-Way Agreement, at Book 3659, Page 167, but only in respect to the easements designated therein as (a) and (b), which are more specifically described as:

A pipe line easement 20' wide in the NE ¼ Section 12, T11N, R3W lying 10' each side of a centerline described as follows:

(b) Beginning at a point 232' east of the SW corner of said NE ¼,
thence N 8° 36' 14" W a distance of 307.47';
thence N 32° 36' 17" E a distance of 131.77';
thence N 51° 45' 58" E a distance of 126.04';
thence N 46° 07' 56" E a distance of 178.93';
thence N 29° 44' 41" E a distance of 185.43';
thence N 16° 12' 06" W a distance of 430.08';
thence N 1° 31' 29" E a distance of 263.09';
thence N 24° 35' 13" E a distance of 298.02';
thence N 53° 31' 33" E a distance of 410.22';
to a point on the north boundary of Housing Project being 929' east of the
NW corner.

and

(c) Beginning at a point 83' east of the SW corner of said NE ¼;
thence N 74° 16' 05" E a distance of 147.53'
to a point 225' east and 40' north of the SW corner of said NE ¼.

It being the intent of the Parties that the above-described tracts, and only the above-described tracts, are released from the easement burdens set forth in said Subordination Agreement and the Pipeline Right-of-Way Agreements, each constituting a Released Easement, permitting the County Board to utilize the released tracts for development purposes. As to all other easement tracts and parcels granted within the Subordination Agreement (as amended and modified in Paragraph 2 in respect to the Tank Battery Easement) and within each Pipeline Right-of-Way Agreement, the privileges and rights granted to SJOC, as well as the burdens imposed upon the County Board as to its ownership, development and use of the Justice Center Tract, such tracts and parcels shall constitute an SJOC Continuing Easement that remains in full force and effect.

2. **Agreement of SJOC and County Board to Amendment of Tank Battery Easement.** As an accommodation for the development of the Justice Center Tract, SJOC and County Board agree to amend the Subordination Agreement in respect to the description of Easement No. 1 "Tank Area", recorded at Book 3503, Page 485, by deleting the metes and bounds description of the "Tank Area" easement described in the Subordination Agreement and replacing with the following described tract:

A tract of land being part of the Northeast (NE) Quarter of Section Twelve (12), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, said tract being more particularly described as follows:

**COMMENCING at the Southwest (SW) Corner of said NE/4;
THENCE South 89°40'07" East, along and with the South line of said NE/4,
a distance of 890' to the POINT OF BEGINNING;
THENCE North 01°23'12" West, a distance of 175.00 feet;
THENCE South 89°40'07" East, a distance of 291.60 feet, said point on the
West boundary of the 10-foot wide OGE easement as described in**

EASEMENT from THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, as Grantor, to the OKLAHOMA GAS AND ELECTRIC COMPANY, as Grantee, recorded in Book 16215, Page 702; THENCE South 01°23'12" East, along and with the West boundary of said 10-foot wide OGE easement, a distance of 175 feet; THENCE North 89°40'07" West, along and with the South line of said NE/4, a distance of 291.60 feet to the POINT OF BEGINNING,

(as amended and described herein, the "**Tank Battery Easement**").

It being the intent of the Parties that such portion of the original Tank Area easement, as described in Book 3503, Page 485, that lies outside of the above-described tract, is released from the easement burdens described in the Subordination Agreement, permitting the County Board to utilize the released portion of the Tank Area easement for development purposes, subject to the terms and conditions of this Agreement, including the 15-Foot Setback. The Parties specifically agree the privileges and rights granted to SJOC under the Subordination Agreement, as well as the burdens imposed upon the County Board as to its ownership, development, and use of the Justice Center Tract, remain in full force and effect as to the above-described Tank Battery Easement, same being an SJOC Continuing Easement.

3. **Acknowledgement and Agreement as to SJOC's Continuing Easements.** The County Board specifically agrees that, except as set forth in Paragraph 1, and subject to the amendment described in Paragraph 2 for the Tank Battery Easement, the Oil and Gas Lease, the Pipe Line Contract, Subordination Agreement and each Pipeline Right-of-Way Agreement shall remain in full force and effect as to each unreleased easement, each constituting an SJOC Continuing Easement, as same may be amended under this Agreement.

4. **Use Accommodations.** To accommodate the development of the Justice Center Tract and the exploitation of the oil, gas and other minerals underlying the Justice Center Tract, the County Board and SOJC, for themselves and all of their collective successors and assigns, covenant and agree to the following surface use conditions and restrictions until the Oil and Gas Lease terminates and is released of record:

- a. **Additional Wells.** SJOC shall not drill wells within the confines of the Justice Center Tract, as same is depicted on **Exhibit A**, without the express written agreement of the County Board.
- b. **Use of Tank Battery Easement.** SJOC shall have the right to install, use, repair, replace, and/or store production equipment, pumps, chemical treatment facilities, compression facilities, storage tanks, pipeline equipment and well equipment on and within the Tank Battery Easement without payment of compensation, rental, or surface damages to the County Board.

- c. **Security Fencing.** SJOC, at SJOC's option and expense, may install fencing on or parallel to the Tank Battery Easement, including gates at the entrance(s) to same. In such event, SJOC will properly maintain all such fencing and gates.
- d. **Agreement to the Setbacks for the Tank Battery Easement.** The County Board agrees that there shall be no improvements, including paving, constructed, installed, or that Encroaches upon or within the 15-Foot Setback to the Tank Battery Easement and/or SJOC's access for ingress and egress to the Tank Battery Easement. The 15-Foot Setback for and to the Tank Battery Easement shall apply to the exterior boundaries of the Tank Battery Easement described in Paragraph 2 of Agreement, as graphically depicted on **Exhibit A.**
- e. **Agreement to the Setbacks for each SJOC Flow Line Location.** The County Board agrees that there shall be no construction activity and/or the installation of improvements, including paving, which Encroaches upon or within a 15-Foot Setback to any SJOC Flow Line Location. The SJOC Flow Line Location and the 15-Foot Setback for and to each SJOC Flow Line Location is graphically depicted on **Exhibit A.** The Parties further agree that each SJOC Continuing Easement description shall be amended to conform to the actual SJOC Flow Line Location as determined by the Survey, inclusive of the 15-Foot Setback running parallel and on each side of the surveyed SJOC Flow Line Location.
- f. **Site Elevations; Retaining Walls.** The County Board agrees to maintain the pre-construction elevation of the surface as to all land within the 15-Foot Setback of the Tank Battery Easement and within the 15-Foot Setback for each SJOC Flow Line Location. Any slope within the 15-Foot Setback shall not exceed a Rise over Run ratio greater than 1 to 3. The County Board agrees, at the County Board's expense, to install and maintain Bermuda grass or other natural grass vegetation within the 15-Foot Setback for each Flow Line Location to prevent slope and soil erosion. The County Board agrees, at the County Board's expense, to install and maintain Bermuda grass, native grass vegetation or other landscaping within the 15-Foot Setback from the Tank Battery Easement to prevent slope and soil erosion. In the event the County Board deems it necessary to cut down the elevation of the surface adjacent to the 15-Foot Setback from the Tank Battery Easement, the County Board, at its sole expense, shall promptly install and maintain retaining walls of sufficient height and material to support and retain all dirt and soils supporting the facilities and equipment within the Tank Battery Easement. If retaining walls are required, same will be constructed on, or outside, the perimeter of the 15-Foot Setback for the Tank Battery Easement.
- g. **Maintenance of SJOC Flow Line Depth.** During and after the development of the Justice Center Tract by the County Board, and thereafter, the County Board shall ensure the SJOC Flow Lines remain buried at an approximate depth of four feet (4') below the surface. In the event a grade is required to be changed, the County Board shall coordinate such work with SJOC to ensure such work is expeditiously completed. The County Board shall be responsible for payment to SJOC of the entire reasonable and actual cost and expense of re-establishing the SJOC Flow Line at a buried depth of approximately four feet (4') below final grade.

- h. **No Construction Staging.** The County Board agrees that the area within the Tank Battery Easement and the associated 15-Foot Setback shall not be used by the County Board and/or their contractors or agents, as staging or storage sites for construction or other surface development activities. SJOC shall have exclusive use of the area within the Tank Battery Easement at all times.
 - i. **Survey and Marking of the SJOC Pipeline Locations.** Within 20 days of the execution of this Agreement, the County Board, at its sole expense, shall cause the SJOC Flow Line Location that extends Northwest from the Tank Battery Easement to be surveyed and permanently marked with posts in accordance with pipeline industry standards. The County Board shall supply SJOC with a sealed copy of the Survey.
 - j. **Storm Water Drainage; Erosion.** The County Board acknowledges that the development of the Justice Center Tract involves changes in the surface topography and water drainage patterns and drainage courses. The County Board shall be responsible for managing and directing all storm water drainage within the Justice Center Tract, including drainage from the Tank Battery Easement. The County Board shall not permit any impoundment of water within the 15-Foot Setback for SJOC's Flow Lines or within the Tank Battery Easement. SJOC shall have no obligation to prevent and/or redirect drainage from the Tank Battery Easement.
 - k. **Abandoned Flow Lines.** As to Flow Lines within a Released Easement that were installed or operated by SJOC, same shall be cut and capped by SJOC, at its expense, with the flow lines and pipelines within Released Easement tracts being abandoned in place.
 - l. **Road Crossing over a Flow Line.** In the event an interior road within the Justice Center Tract crosses over a Flow Line, the County Board shall be responsible for causing the Flow Line under the road (and extending a distance of ten feet (10') on both sides of the road) to be encased in steel conduit of appropriate size and wall thickness to ensure the integrity of the SJOC Flow Line and shall backfill the trench with at least two feet (2') of gravel pack above the SJOC Flow Line. The County Board shall be solely responsible for promptly reimbursing SJOC for the reasonable and actual cost and expense incurred by SJOC for SJOC Contractors to complete the work.
5. **Reservation of Oil and Gas Lease Development Rights.** SJOC agrees to a limited release of its surface use rights inherent to SJOC as a working interest owner in, and operator of, the Oil and Gas Lease, limited to the specific releases set forth herein in respect to the Recorded Easements and, as to the Tank Battery Easement, as same has been amended herein, to accommodate the construction and use of improvements by the County Board upon the surface within the Justice Center Tract. SJOC specifically reserves the rights, privileges, licenses and easements granted, reserved or preserved within this Agreement. As to further development of the Oil and Gas Lease, SJOC shall have no obligation to further accommodate any surface use or development, except as specified herein pertaining solely to the Justice Center Tract, that

would, in the reasonable judgment of SJOC, impair or impede the further development and exploitation of the mineral estate underlying the Oil and Gas Lease.

6. **SJOC's Operations.** SJOC shall conduct its operations in accordance with the rules and regulations of the OCC and all applicable laws. This Agreement does not relieve SJOC from liability due to its negligence or wrongful act or from liability due to the negligence or wrongful act of any SJOC Contractors. As to all work to be performed pursuant to this Agreement by SJOC and/or an SJOC Contractor, SJOC will use best efforts to ensure that such work is expeditiously and properly completed.
7. **Cost, Expense and Timing of Accommodation Work.** For the avoidance of doubt, the County Board agrees to pay or reimburse the reasonable and actual costs and expense of all accommodation work to be performed under this Agreement, not to exceed \$75,000, unless same is specifically stated to be performed at SJOC's expense. Provided, SJOC shall not be required to perform any accommodation work under this Agreement that is reasonably estimated by SJOC to exceed \$75,000, without a separate agreement between the Parties. All such work shall be performed exclusively by an SJOC Contractor or by contractors approved by SJOC (for work to be performed by the County Board), such approval not to be unreasonably withheld, conditioned or delayed. Whenever this Agreement requires the County Board to pay or reimburse SJOC for the actual and reasonable expense associated with work to be performed under this Agreement by SJOC or an SJOC Contractor, SJOC shall estimate the anticipated reasonable cost of the work and provide the County Board with such estimate. SJOC shall not be required to commence the work and/or shut-down production until SJOC receives payment of the estimated cost of the work. After the work is complete, SJOC shall provide the County Board with the actual and reasonable cost of the work (with supporting documentation), after which any balance owed to SJOC, or any amount overpaid to SJOC in advance of the work shall be settled by the Parties and paid within thirty (30) calendar days.
8. **Oil Field and Construction Activity.** The Parties covenant and agree that the accommodations pertaining to surface use set forth in this Agreement apply only to the Justice Center Tract, and that encroachments upon the rights of a counter party to this Agreement beyond the terms of this Agreement are not permitted in absence of a written agreement executed by the Parties pertaining to such encroachment. The County Board covenants and agrees that customary nuisances and inconveniences associated with SJOC's current and future production and abandonment operations and activities, including, but not limited to, noise, dust, traffic, trucks, security, fire hazards, remedial work, odors, fumes, lights, surface drainage and erosion, and other nuisances and inconveniences associated with active oil field operations, shall not be considered encroachments and/or nuisances within the Justice Center Tract, now or in the future. Likewise, SJOC covenants and agrees that customary nuisances and inconveniences associated with the development and operation of the Justice Center Tract, including, but not limited to, noise, dust, traffic, trucks, and other nuisances and inconveniences associated with active construction operations shall not be considered encroachments and/or nuisances, now or in the future.
9. **Release of Environmental Liabilities.** The County Board acknowledges it has conducted environmental assessments in respect to historic oil and gas development operations in and

under the Justice Center Tract. IN FURTHER CONSIDERATION OF THE ACCOMMODATIONS AND COVENANTS SET FORTH HEREIN, THE COUNTY BOARD RELEASES, DISCHARGES AND ACQUITS SJOC FROM ANY ALL CLAIMS, DEMANDS, CHARGES, REMEDIAL COSTS, OBLIGATIONS, AND EXPENSES RELATING TO ANY RELEASES, DISCHARGES, ENVIRONMENTAL DEFECTS, INCLUDING ANY CLAIM FOR VIOLATION OF ENVIRONMENTAL LAWS (FEDERAL, STATE AND LOCAL) PERTAINING TO THE HISTORICAL USE OF THE JUSTICE CENTER TRACT FOR OIL AND GAS DEVELOPMENT AND EXPLOITATION, ARISING FROM RELEASES OF HAZARDOUS SUBSTANCES, SPILLS, DISCHARGES, OR OTHERWISE, PRIOR TO THE DATE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN.

10. **Termination.** This Agreement shall terminate after the plugging and abandonment of all oil, gas and/or injection wells and termination of the Oil and Gas Lease, whichever event is later.
11. **Covenants Binding Upon Successors and Assigns.** The covenants set forth in this Agreement are intended to, and do, touch and concern the land. As such, the covenants shall be deemed to run with the land and for so long as the Oil and Gas Lease, or any renewal oil and gas lease covering the Justice Center Tract or any portion thereof, are in force and effect. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto, their sublessees, successors and assigns.
12. **Recording.** The Parties agree that SJOC shall file this fully executed Agreement, with its Exhibits, in the real property records of the County Clerk of Oklahoma County, Oklahoma, indexed against the NE/4 of said Section 12, to give public notice of this Agreement, the Released Easements, and the SJOC Continuing Easements. In addition, the Parties further agree to jointly execute and file a Memorandum authenticating the Survey and the Parties' agreement that each SJOC Continuing Easement has been amended to conform to the surveyed location and 15-Foot Setback. Upon termination of this Agreement, if requested by a Party, each of the Parties will execute and deliver to the requesting Party an appropriate release and termination of this Agreement, in form proper for recording in the real property records of the County Clerk of Oklahoma County, Oklahoma.
13. **Further Assurances.** The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and their intentions.

Remainder of Page Left Blank Intentionally; Signature Pages Follows

Signature Page – Surface Use Accommodation Agreement

“County Board”

Board of County Commissioners of Oklahoma County,
an Oklahoma body politic

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

 This instrument was acknowledged before me on the _____ day of _____ 2026 by
_____, as Chairman of the Board of County Commissioners of
Oklahoma County.

Notary Public

Notary Commission No. _____

My commission expires: _____

[SEAL]

Signature Page – Surface Use Accommodation Agreement

“SJOC”

S & J Operating Company,
a Texas corporation

By: 

Printed Name: Bob Gilmore

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF Wichita) ss:

This instrument was acknowledged before me on the 30 day of July 2026 by Bob Gilmore, as Vice President of S & J Operating Company, a Texas corporation.


Notary Public

Notary Commission No. 8-07-2029
My commission expires: 123969239
[SEAL]

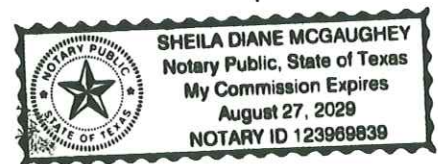


Exhibit A

PLAT OF JUSTICE CENTER TRACT

