

IN THE DISTRICT COURT OF OSAGE COUNTY
STATE OF OKLAHOMA

LAND LEGACY, INC. an Oklahoma Domestic	)	
Not For Profit Corporation,	)	
Plaintiff,	)	
	)	Case No.
v.	)	
	)	
ALAN J. RINGLE, SUSAN A. RINGLE,	)	
MARK A. RINGLE, AARON J. RINGLE,	)	
THE RINGLE FAMILY, LLC, and	)	
RINGLE DEVELOPMENT, L.L.C.,	)	
Defendants.	)	

PETITION

Plaintiff, Land Legacy, Inc. for its cause of action against Defendants, Alan J. Ringle, Susan A. Ringle, Mark A. Ringle, Aaron J. Ringle, The Ringle Family, LLC, Ringle Development, LLC and John Does 1-10 alleges and states as follows:

1. Plaintiff, Land Legacy, Inc. (Land Legacy) is a qualified 501(c)(3) charitable corporation the purpose of which includes protecting the natural, scenic, or open-space values of real property, assuring the availability of real property for agricultural, forest, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property as the holder of conservation easements under the Oklahoma Uniform Conservation Easement Act (60 O.S. §§ 49.1 - 49.8).

2. Defendants Alan J. Ringle, Susan A. Ringle, Mark A. Ringle, and Aaron J. Ringle (the "Ringles") are residents of Oklahoma who hold, directly or indirectly, ownership or contractual interests in the land which is the subject of this lawsuit.

3. Defendant The Ringle Family, LLC (Ringle Family) is an Oklahoma Limited Liability Company which holds ownership or contractual interests in the land which is the subject of this lawsuit.

4. Defendant Ringle Development, L.L.C. (Ringle Development) is an Oklahoma Limited Liability Company through which the Ringles engage in business conduct related to the land which is the subject of this lawsuit.

5. On information and belief, John Does 1-10 are individuals or business entities which have induced, coerced, persuaded or otherwise caused the Ringles, Ringle Family, Ringle Development and other entities or individuals to engage in the conduct alleged herein and giving rise to Plaintiff's claims against Defendants. The identities of John Does 1-10 are not yet known by Plaintiff.

6. The real property which is the subject of this lawsuit is located in Osage County, Oklahoma, making venue proper in this Court.

SUMMARY

7. Plaintiff, Land Legacy is a charitable organization which exists for the purpose of protecting land, air, and water resources to ensure they are available for agricultural, forest, recreational, or open space uses. In 2013 Land Legacy and the Ringles signed an agreement titled the *Deed of Conservation Easement* (the "*Easement*"). The Easement covers 270 acres (the "Protected Property" and prohibits industrial development of the 720 acres ("Ringle Ranch"). Land Legacy, under the *Easement* has the right and duty to enforce the Easement. The *Easement* enabled the Ringles to claim tax deductions totaling more than \$3,800,000. In 2025, the Ringles began pursuing a plan to develop Ringle Ranch as massive industrial facility known as a Hyperscale Data Center (HDC). In concert with others, the Ringles acted with silence, secrecy, and made misrepresentations to Land Legacy, governmental officials, and the public to conceal their plans

to violate the *Easement*. Through nondisclosure agreement, the Ringles, in concert with others, caused City of Sand Springs's elected officials, employees, civic leaders and others to participate in their strategy of secrecy, silence, and misrepresentation. The actions alleged herein have and continue to damage Land Legacy's property rights and interfere with Land Legacy's rights before the City of Sand Springs, Osage County, and the State of Oklahoma. As required by the *Easement*, Land Legacy provided the Ringles with notice of violation of the *Easement* set forth herein. The Ringles have not disputed Land Legacy's claims and have continued to pursue industrial development of the Protected Property and Ringle Ranch. Land Legacy brings this lawsuit to enforce the *Easement* and protect its private property rights.

FACTS

8. Prior to December 19, 2013, the Ringles acquired title to 780 acres ("Ringle Ranch") located north of the City of Sand Springs and in Osage County, Oklahoma.

9. On or about December 19, 2013, the Ringles signed a *Deed of Conservation Easement*, (the "*Easement*") and thereby granted to Land Legacy a conservation easement on 270 acres (the "Protected Property") on Ringle Ranch.

10. The purpose of the Easement is to ensure the Protected Property is "retained forever predominantly in its natural, scenic, and open space condition" and to prevent any use that would significantly impair its conservation values.

11. The Ringles expressly assigned to Land Legacy any and all rights to use the Protected Property for industrial development. Section 4(a) of the Easement provides:

Any activity on or use of the Property, inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing (those relating to ranching, farming and agriculture and accepted activities that are subordinate to and directly supportive of the land as a farm or ranch, **the following activities are expressly prohibited:**

(a) The right to establish or maintain any residential, commercial, recreational,

or **industrial facility** on the Property or any other structure not specifically reserved herein;

12. Under paragraph 5(E), the Ringles may, subject to approval by Land Legacy, construct roads, and utilities across the Protected Property for residential purposes only. Paragraph 5(E) of the Easement provides:

The Grantor may construct roads and utilities on the Property in order to provide **residential access for residents and visitors of adjacent properties**. Should construction of a road on the Property be necessary and **approved by the Grantee**, the Grantor shall minimize to the fullest extent possible any damage to the Conservation Values protected by this Easement.

13. The *Easement* does not allow, permit, provide for, or otherwise contemplate that the Protected Property could be used to construct roads or utilities or otherwise crossed for industrial purposes or to otherwise facilitate the industrial development of Ringle Ranch

14. Because of the *Deed of Conservation Easement*, the Ringles were able to claim tax deductions totaling more than Three Million, Eight Hundred Thousand Dollar (\$3,800,000)

15. On May 5, 2025, Defendants Alan Ringle, Susan Ringle, and Ringle Development, L.L.C., requested that the City of Sand Springs annex Protected Property and Ringle Ranch.

16. On June 23, 2025, the City of Sand Springs annexed the Protected Property and Ringle Ranch (the “Annexation”).

17. On information and belief, the City of Sand Springs unlawfully annexed the Protected Property and Ringle Ranch, and the Annexation is null and void *ab initio*. The illegality of the Annexation is the subject of pending Case No. CV-2026-509 in Tulsa County, Oklahoma, (the “Annexation Lawsuit”).

18. On information and belief, the Defendants sought and obtained the Annexation pursuant to plans to develop Ringle Ranch and the Protected Property as a massive industrial facility known as a hyperscale data center (the “Hyperscale Data Center” or “HDC”).

19. Defendants knowingly and intentionally, through silence, secrecy, misrepresentations, and omissions concealed the fact that the Annexation was for the purpose of plans for the HDC from Land Legacy. This concealment is referred to here as the “Cover Up”.

20. Defendants’ Cover Up prevented, hindered, and otherwise interfered with Land Legacy’s ability to exercise its legal rights and fulfill its obligations and duties under the *Easement* and its rights to access the governing boards, councils, commissions, and other subdivisions of the City of Sand Springs, Osage County, and the State of Oklahoma.

21. As part of the Cover Up, on or about May 30, 2025, Defendants, Alan Ringle and Susan Ringle, conveyed some or all of their interests in the Protected Property and the Ringle Ranch to Ringle Family, LLC and did so without notice to Land Legacy as required by paragraph 15 of the Easement which states:

Grantor agrees to incorporate the terms of this Easement in any deed, other legal instrument, subsurface mineral lease, or permitted surface extraction agreement by which Grantor enters into or divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. **Grantor shall notify Grantee prior to the transfer of this interest.**

22. As part of the Cover Up, on or about October 8, 2025, Defendants induced elected officials and employees of the City of Sand Springs to agree to participate in the Cover Up by executing agreements (the “Nondisclosure Agreements” or “NDAs”).

23. On or about October 30, 2025, the Ringle Family asked City of Sand Springs to approve the industrial development the Protected Property and Ringle Ranch through rezoning. (the “Rezoning Application”).

24. The Ringle Family pursued the Rezoning Application so that the Protected Property and Ringle Ranch could be developed as a Hyperscale Data Center, a massive industrial facility consisting of three million, five hundred thousand (3,500,000) square feet of building space, an industrial scale electrical substation, a massive banks of batteries, enormous diesel, gas or

hydrogen generators, large chillers or cooling towers, and other installments ancillary to construction, maintenance, and operation of an HDC.

25. In furtherance of the Cover Up, the Ringle Family, in the *Rezoning Application* of October 30, 2025, falsely represented that there were no private restrictions or deed restrictions controlling the use of the tract to be rezoned, and the Ringle Family did not correct this misrepresentation until January 29, 2026.

26. In furtherance of the Cover Up, on January 29, 2026, the Ringle Family falsely represented that the Ringle Family was not aware of the *Easement* when the *Rezoning Application* was filed.

27. On information and belief, in furtherance of the Cover Up, the Ringles, Ringle Family, Ringle Development, and John Does 1-10 made numerous other and additional misrepresentations and misleading or fraudulent omissions to the City of Sand Springs and to the public.

28. The City of Sand Springs approved the industrial rezoning on February 3, 2026. (the "Rezoning")

29. On information and belief, the Rezoning was unlawful and is null and void ab initio. The illegality of the Rezoning is the subject of pending Case No. CV-2026-439 in Tulsa County, Oklahoma, (the "Rezoning Lawsuit").

30. On information and belief, the Ringles, Ringle Family, Ringle Development and John Does 1-10 have violated the terms of the *Easement* and have engaged in conduct which will directly result in violation of the terms of the *Easement*.

31. On information and belief, the Ringles, Ringle Family, Ringle Development and John Does 1-10 have been compensated, promised compensation, or have entered into agreements

to violate the terms of the *Easement* or engage in conduct which will result in violation of the terms *Easement*.

32. On information and belief, the Ringles, Ringle Family, Ringle Development and John Does 1-10 have functioned as agents for each other, alter egos, or have otherwise agreed to act in concert to the detriment and damage of Land Legacy.

33. On information and belief, the Ringles, Ringle Family, Ringle Development and John Does 1-10 have been unjustly enriched by the actions alleged herein.

34. On information and belief, Defendants disagree with Plaintiff's interpretation of the *Easement* and maintain that the *Easement* does not prohibit the industrial development of the Protected Property and Ringle Ranch.

35. On information and belief, Defendants have acted intentionally and with knowledge that their actions and course of conduct violate the *Easement* and constitute trespass, interference with contract and business opportunities, and otherwise breached common law duties owed to Plaintiff.

36. On information and belief, Defendants individually and collectively have acted intentionally and with knowledge that they were causing damage to Plaintiff or with reckless disregard for the damage sustained by Plaintiff.

37. Plaintiff has sustained actual, compensatory damages directly and proximately cause by the Defendants breaches and trespasses.

DECLARATORY JUDGMENT

38. Pursuant to 12 O.S. § 1651, *et seq.*, Plaintiff is entitled to judgment declaring that the *Easement* prohibits the industrial development of the Protected Property and Ringle Ranch.

BREACH OF EASEMENT

39. The Ringles and Ringle Family have violated the terms of the *Easement*.

40. Due to Defendants' violation of the *Easement*, Plaintiffs are entitled to recover from Defendants all actual damages including but not limited to the costs of enforcing the *Easement*.

TRESPASS

41. Defendants' violation of the terms of the *Easement* constitutes a trespass on the property rights of Land Legacy.

42. Defendants had actual knowledge that they were violating the terms of the *Easement* and are continuing to knowingly trespass on the property rights of Land Legacy.

43. Due to Defendants' knowing and intentional act of trespass, Plaintiffs are entitled to recover from Defendants jointly and severally, actual damages, damages in an amount of the unjust enrichment of the Defendants, and punitive damages in an amount sufficient to deter Defendants from engaging in such intentional acts in the future.

TORTIOUS INTERFERENCE

44. All the Defendants have, at all pertinent times, owed a duty of care to not negligently or intentionally interfere with Land Legacy's contractual rights and business opportunities.

45. Defendants, including their agents or employees, knew, or in the exercise of reasonable care, should have known that their actions and omissions would interfere with the Land Legacy's contractual rights and business opportunities.

46. Defendants' acts and/or omissions mentioned herein were the direct and proximate cause of the damages sustained by the Plaintiffs, which Plaintiff would not have sustained absent negligence and gross negligence upon the part of Defendants in course of their actions and omission alleged herein.

47. Plaintiffs damages are caused by, and are the direct result of, acts and omissions by Defendants which are grossly, recklessly and wantonly negligent, and were done with utter

Respectfully submitted,

Harlan Hentges, OBA # 17911
Hentges & Associates, PLLC
1041 N. Bryant Ave., Ste. 150
Edmond, OK 73034
Telephone: (405) 340-6554
Facsimile: (866) 712-1093
harlan@organiclawyers.com
Attorney for Plaintiff, Land Legacy, Inc.

VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I have read the above and foregoing petition and state under the penalty of perjury that the facts stated therein are true and accurate to the best of my knowledge and belief.

MICHAEL PATTON

Sworn and signed before me this 23rd day of March, 2026.

Janet Rhodes, Notary Public

(Seal)

My Commission expires: _____

disregard for the consequences to the Plaintiffs, for which conduct, Plaintiffs are entitled to an award of punitive damages against Defendants and for damages in an amount of the unjust enrichment of the Defendants.

PRAYER FOR RELIEF

WHEREFORE, premises considered, Plaintiff Land Legacy, Inc. respectfully requests that this Court enter its order that Plaintiff shall have:

1. judgment declaring that the Easement prohibits the industrial development of the Protected Property and Ringle Ranch;
2. permanent prohibitory injunction terminating and permanently prohibiting Defendants' violation of the *Deed of Conservation Easement*;
3. from Defendants disgorgement of all monies with which Defendants have been unjustly enriched;
4. from Defendants, jointly and severally, compensatory damages for the injuries enumerated above, in an amount in excess of Seventy-five Thousand Dollars and No/100 (\$75,000.00) for:
5. from Defendants, jointly and severally, punitive damages in an amount in excess of Seventy-five Thousand Dollars and No/100 (\$75,000.00)
6. from Defendants jointly and severally, reasonable attorney fees and costs of this action, plus pre-judgment and post judgment interest and the costs of this action;
7. Other remedies, relief, and damages to which Plaintiffs may show itself entitled.