

RIGHT OF WAY AGREEMENT

FORM 428 (1-00)

THIS AGREEMENT made and entered into by and between the **City of Norman, a municipal corporation**, hereinafter called the Grantor, and **OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., an Oklahoma corporation**, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, an exclusive easement to survey, construct, lay, maintain, inspect, patrol (by surface or air), alter, operate, replace with same or different size pipe, protect, repair, relocate within the right of way, relay, mark, abandon in place and/or remove pipelines together with above and below ground appurtenances, with the right of ingress to and egress from the below described land and contiguous land owned by Grantor, in the County of Cleveland, State of Oklahoma, and more particularly identified and described as follows, to-wit:

A permanent easement Ten (10') feet in width being a part of the (SW/4) of Section (22), Township (9) North, Range (02) West of the Indian Meridian, more accurately described by Exhibit "A" attached hereto and hereby made a part of this easement.

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within ten feet of the pipelines of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipelines and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger, or interfere with the construction, operation, maintenance or removal of said pipeline.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.
5. The Grantor agrees that during construction, maintenance, repair, replacement, or removal of any pipeline, Grantee may temporarily utilize such additional workspace adjacent to and parallel with the Pipeline Easement as is necessary for purposes of moving and using vehicles and equipment moreover with the expectation the Grantee agrees to compensate a fair market value for any additional space needed.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

[Remainder of page intentionally left blank. Signature pages and Exhibit "A" follows.]

Check No:

Negotiated: by Craig Bass

Line: 2705 E Robinson St, Norman MLE

CUE: 36830

J.O. 021.052.2990.011.422.23.137600

Rods: 74.40

RW: 1 of 1

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this _____ day of _____, 2023.

City of Norman

STATE OF _____ }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, 2023, by **City of Norman**.

My Commission Expires: _____
Commission Number: _____

NOTARY PUBLIC

Return To:
Oklahoma Natural Gas
Drew Nixon, Real Estate Services
4901 N. Santa Fe
Oklahoma City, OK 73118

Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Norman
10' Permanent Easement
June 2, 2023

A 10' permanent easement being a part of the Southwest Quarter (SW/4) of Section Twenty-Two (22), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being a part of a deed recorded in Book 3798 Page 537, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of the said Southwest Quarter (SW/4);

THENCE South 89°48'38" West, along and with the South line of said Southwest Quarter (SW/4), a distance of 907.32 feet;

THENCE North 00°11'22" West, departing said South line, a distance of 33.00 feet to a point on the North 33' Statutory Right-of-Way line of E Robinson Street, said point being the POINT OF BEGINNING;

THENCE South 89°48'38" West, along and with the North 33' Statutory Right-of-Way line of said E Robinson Street, a distance of 12.82 feet;

THENCE departing said North line, on a non-tangent curve to the right having a radius of 31.41 feet, a chord bearing of North 18°16'17" West, a chord length of 13.73 feet and an arc length of 13.84 feet;

THENCE along a line non-tangent to said curve, North 00°05'03" West, a distance of 179.54 feet;

THENCE North 00°14'59" West, a distance of 298.01 feet;

THENCE on a curve to the left having a radius of 217.50 feet, a chord bearing of North 21°29'25" West, a chord length of 157.59 feet and an arc length of 161.26 feet;

THENCE on a reverse curve to the right having a radius of 182.50 feet, a chord bearing of North 21°29'25" West, a chord length of 132.23 feet and an arc length of 135.31 feet;

THENCE North 00°14'59" West, a distance of 438.41 feet;

THENCE North 89°45'01" East, a distance of 10.00 feet;

THENCE South 00°14'59" East, a distance of 438.41 feet;

THENCE on a curve to the left having a radius of 172.50 feet, a chord bearing of South 21°29'25" East, a chord length of 124.99 feet and an arc length of 127.90 feet;

THENCE on a reverse curve to the right having a radius of 227.50 feet, a chord bearing of South 21°29'25" East, a chord length of 164.84 feet and an arc length of 168.68 feet;

THENCE South 00°14'59" East, a distance of 298.02 feet;

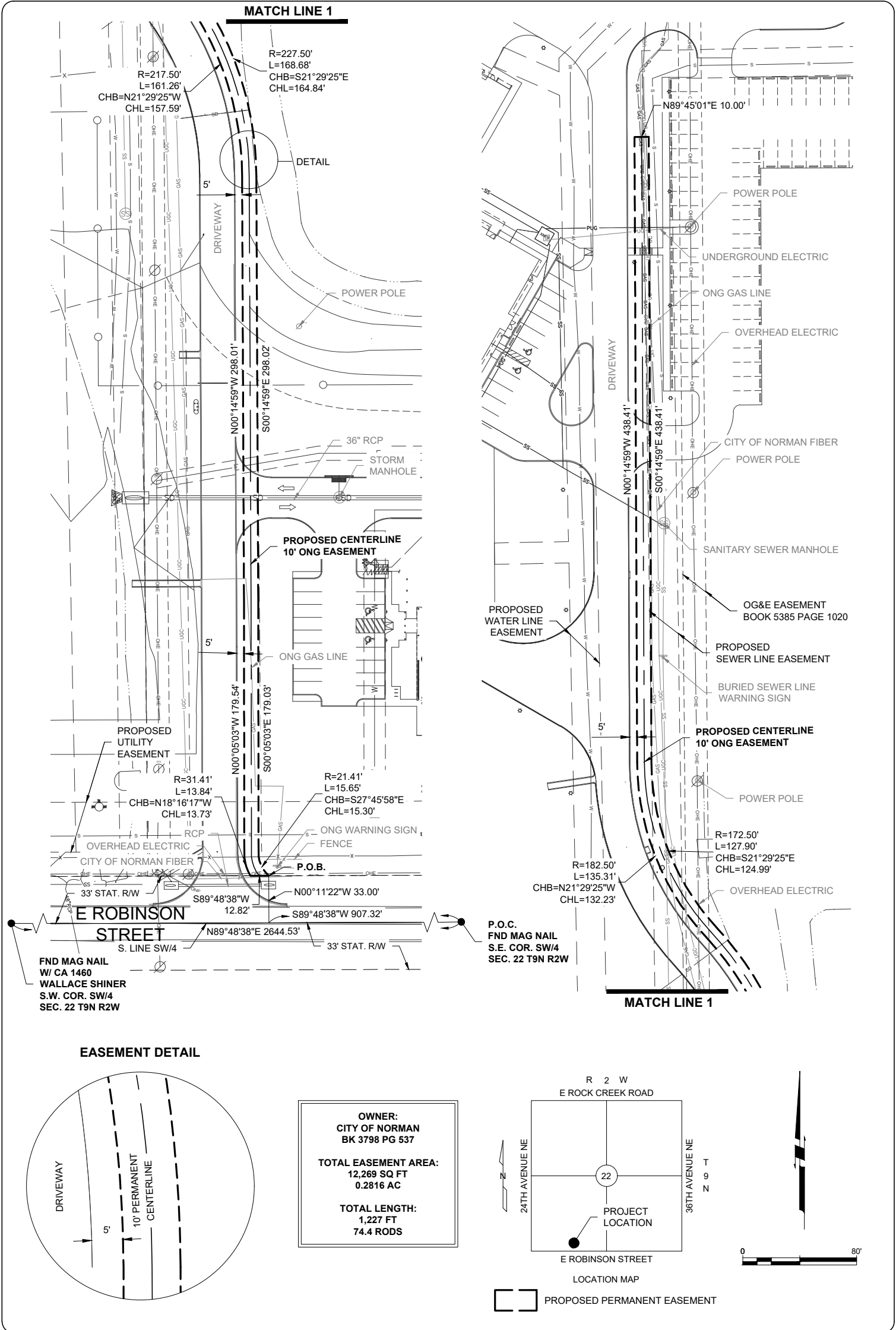
THENCE South 00°05'03" East, a distance of 179.03 feet;

THENCE on a non-tangent curve to the left having a radius of 21.41 feet, a chord bearing of South 27°45'58" East, a chord length of 15.30 feet and an arc length of 15.65 feet to the POINT OF BEGINNING.

Containing 12,269 square feet or 0.2816 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane South Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\10951 2705 E Robinson St, Norman\Working Folder\10951 EX.dwg, 6/5/2023 8:37 AM, Tela Wilcox
XREFS LOADED: 10951 BDY.dwg LMF Site Plan 053023.dwg

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Proj. No.: 10951
Date: 6-2-23
Scale: 1"=80'

OKLAHOMA NATURAL GAS COMPANY
NORMAN, CLEVELAND COUNTY, OKLAHOMA
CITY OF NORMAN
10' PERMANENT EASEMENT

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2023
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