

RIGHT OF WAY AGREEMENT

FORM 428 (1-00)

THIS AGREEMENT made and entered into by and between **The City of Norman, Oklahoma, a Municipal Corporation**, hereinafter called the Grantor, and **OKLAHOMA NATURAL GAS COMPANY, 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, a 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:

Variable width easements shown on **THE FINAL PLAT OF YFAC ADDITION, A PLANNED UNIT DEVELOPMENT**, being a part of the NE/4 Section 23 and NW/4 and Section 24, T9N-R03W of the Indian Meridian, being more particularly described by the **Exhibit "A"** attached. The facilities and pipelines installed under this agreement are located the streets and utility easements as shown on the Exhibit. This agreement will become void upon recordation of said plat dedicating the streets and utility easements to the public, but Grantor agrees to relocate the Grantees facilities and pipelines at their cost if revised differently or doesn't reflect the attached **Exhibit "A"** when recorded to the public.

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.
6. The Grantor agrees that during construction and maintenance the Grantee has access to the gate for entry and "road" to the easement.

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]

Check No;
Negotiated: by Misti Smith
Line: Norman/CP

CUE: 35052
J.O. 021.052.2990.011345.23.137600

Rods:
RW: 2 of 2

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

City of Norman, a municipal corporation

Mayor, City of Norman

ATTEST: City Clerk

REVIEWED BY CITY OF NORMAN LEGAL DEPARTMENT

BY Brian Roale DATE January 20, 2023

STATE OF _____ }
COUNTY OF _____ } ss.

Before me, the undersigned a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me to be the identical person (s) who executed the following grant of Right of Way and acknowledged to me that _____ executed the same _____ Free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: _____

NOTARY PUBLIC

Commission Number: _____

Return To:

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

