

## United States Department of the Interior

BUREAU OF RECLAMATION Oklahoma-Texas Area Office Oklahoma City Field Office 5924 NW Second Street, Suite 200 Oklahoma City, OK 73127-6514



OK-AD

2.2.3.19

## VIA ELECTRONIC MAIL

Mr. Zach Holland Director of Land Development Premium Land, LLC 305 W. Memorial Rd. Oklahoma City, OK 73114

Subject: Proposed Road Crossings of the Norman Pipeline in the Northwest Quarter of Section 25, Township 9 North, Range 2 West of the Indian Meridian in Cleveland County, Oklahoma (Norman Project)

Dear Mr. Holland:

This letter describes the conditions under which the Bureau of Reclamation does not object to the subject crossings, shown on the enclosed Preliminary Plat for Sterling Fields and located at approximate Station 319+31 and 327+47 along the Norman Pipeline as shown on the enclosed plan and profile drawing. The referenced conditions are:

- 1. Premium Land, LLC (hereinafter referred to as Developer) and/or their successors and assigns shall contact the Central Oklahoma Master Conservancy District by phone at (405) 329-5228 in sufficient time to permit, if necessary, inspection on behalf of the United States of any approved work in progress and at the completion of work within the United States right-of-way.
- 2. Developer and/or their successors and assigns shall accomplish installation, operation, and maintenance of the roads on United States rights-of-way in a manner which avoids damage to or obstruction of Norman Project facilities or interference in any way with the operation and maintenance of these facilities.
- 3. Developer and/or their successors and assigns shall construct the roadways on grade within the United States right-of-way.
- 4. Developer and/or their successors and assigns shall not remove or place additional overburden on United States rights-of-way. Developer and/or their successors and assigns are advised that deep-rooted vegetation planted within the pipeline easement is subject to removal.

- 5. The minimum requirements Developer and/or their successors and assigns shall follow for permanent road crossings over Reclamation pipeline easements are as follows:
  - a. The pipeline easement grants Reclamation the exclusive right to add or remove material in the easement area. Therefore, no removal or placement of additional overburden (soil, rock, etc.) on the easement shall occur without the prior written approval of Reclamation.
  - b. Reclamation requires a road crossing composed of a steel reinforced concrete pad to be placed over the pipeline for protection. The concrete pad shall be six inches thick with #5 reinforcing bars at 12 inches on center each direction. The slabs shall be continuous and extend at least six feet on either side of the center of the pipeline. Other paving materials are acceptable for the remaining portion of the road that lies within the Reclamation easement.
- 6. The minimum requirements Developer and/or their successors and assigns shall follow for temporary road crossings over Reclamation pipeline easements are as follows:
  - a. The pipeline easement grants Reclamation the exclusive right to add or remove material in the easement area. Therefore, no removal or placement of additional overburden (soil, rock, etc.) on the easement shall occur without the prior written approval of Reclamation.
  - b. Temporary crossings shall consist of three layers of wooden railroad ties laid over the pipeline, for a total roadway width of 16 feet and a length that extends a minimum of 5 feet on each side of the pipeline centerline. Each layer shall be laid perpendicular to the previous, and dirt ramps shall be constructed on either side of the temporary crossing to facilitate vehicle use.
- 7. During the entirety of the construction activities and future maintenance activities, all vehicular traffic needing to cross over the pipeline shall be required to cross via an approved crossing. All heavy equipment shall remain outside of the easement area except when conducting Reclamation approved construction activities.
- 8. Developer and/or their successors and assigns assume the entire responsibility for the installation, maintenance, and use of the subject roadways within the United States rights-of-way. Developer and/or their successors and assigns understand that should damage occur to the roadways as a result of the operation, maintenance, repair or replacement of the Norman Pipeline, repairs to the roadways shall be Developer and/or their successors and assigns' sole responsibility. Nothing herein shall ever be construed to place upon the United States or the District any manner of liability for injury to or death of person or persons, or for damage to or loss of property arising from or in any manner connected with the installation, maintenance, or use of the subject roadways; less and except the gross negligence or willful misconduct of the United States or the District, its employees, agents, or assigns.

- 9. Developer and/or their successors and assigns agree that the United States, its officers, agents, employees, and successors and assigns shall not be held liable for any improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed in any manner as limiting other reservations in favor of the United States contained in this letter.
- 10. The conditions of this letter shall inure to the benefit of and be binding upon the successors and assigns of Reclamation and Developer and/or their successors and assigns.
- 11. The conditions of this letter shall continue so long as the subject roadways remain in the United States rights-of-way.
- 12. All rights acquired by the United States at the crossing locations, including the right of ingress and egress, remain in full force and effect.
- 13. This letter only supplies concurrence for installation of the subject roadways at the location indicated in the plans supplied by Developer and/or their successors and assigns. Requests for other uses such as utilities within the United States right-of-way shall be submitted to the United States for review and concurrence prior to installation.

Please acknowledge receipt and acceptance of these conditions by completing the signature and date spaces below and returning an electronic copy to this office. If you have any questions, please feel free to contact me at 405-470-4800.

Sincerely,

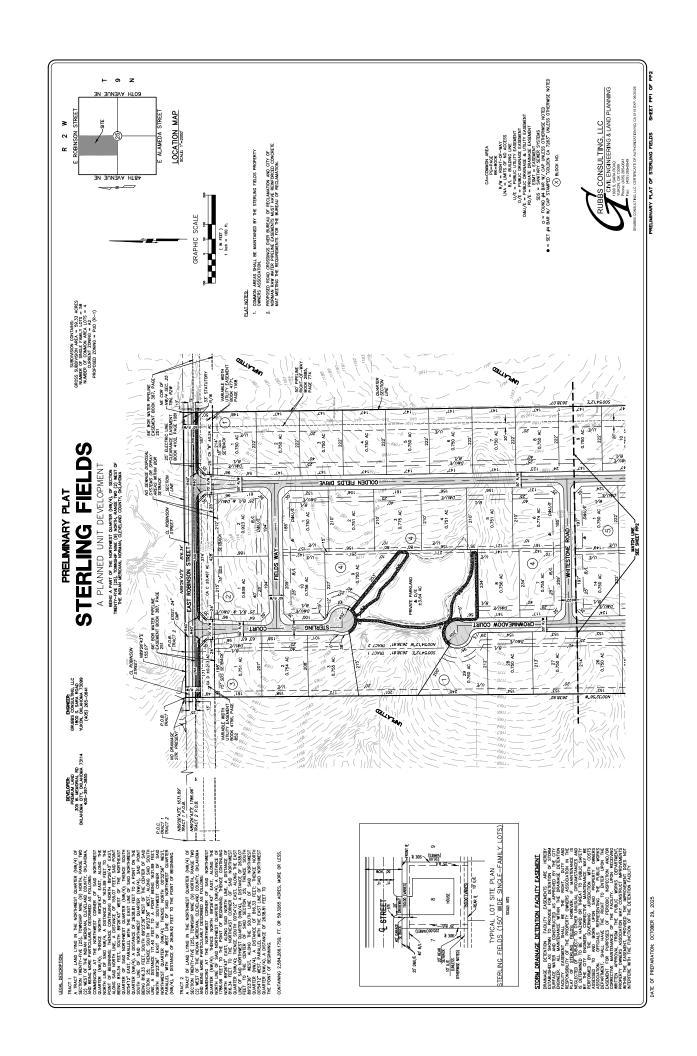
Jeff Tompkins Supervisor, Resource Management Division

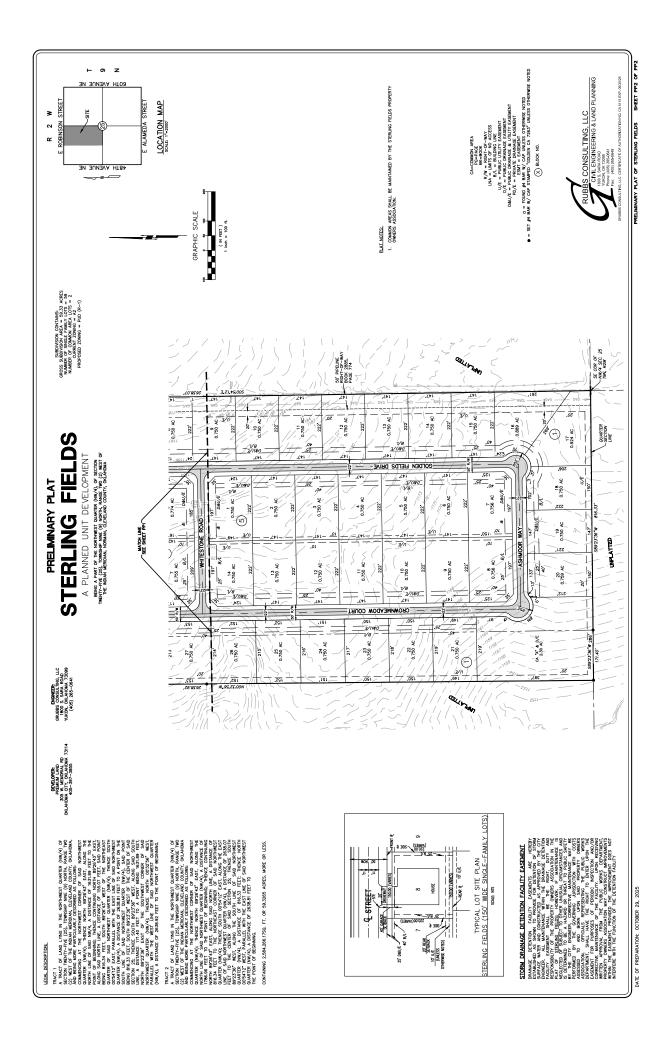
Enclosures – 2

cc: Kyle Arthur
General Manager
Central Oklahoma Master Conservancy District
12500 Alameda Drive
Norman, Oklahoma 73026
(by email; w/encl)

<b>ACCEPTANCE</b> :	AC	CEPT	ΓΑΝ	CE:
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SIGNATURE	DATE	
TITLE		





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22" x 36"