

RIGHT OF WAY AGREEMENT

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, 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 and sufficiency of which are hereby acknowledged, does hereby grant, to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay, and remove a pipeline, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated 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; lying in the Southwest Quarter (SW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma

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: provided, however, that Grantor shall 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 pipeline 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 pipeline 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.

This right of way grant contains all 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 page and Exhibits "A" follows.]

E-2223-40

IN WITNESS WHEREOF, the undersigned have executed this Right of Way Agreement this
 _____ day of _____, 2023.

CITY OF NORMAN, a municipal corporation

By: _____

Approved by the City Attorney on the 6th day of June, 2023.

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
 BY Chesaleth D. Duff DATE 6/6/23

**OKLAHOMA NATURAL GAS, a division of
 ONE Gas, Inc., an Oklahoma corporation**

DocuSigned by:
Chris Carr
 By: 999DF43B81E3482
 Chris Carr, Vice President of Operations

STATE OF OKLAHOMA }
 } ss.
 COUNTY OF _____ }

DS
DRE

This instrument was acknowledged before me on the _____ day of _____, 2023, by
 _____ as _____ of CITY OF NORMAN, a municipal corporation.

My Commission Expires: _____
 Commission Number: _____

NOTARY PUBLIC

STATE OF OKLAHOMA }
 } ss.
 COUNTY OF Tulsa }

This instrument was acknowledged before me on the 6th day of May, 2023, by Chris Carr, Vice President of Operations, for OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., an Oklahoma corporation.

My Commission Expires: 06/06/24
 Commission Number: 16005513

NOTARY PUBLIC

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



Check No:
 Linc: Jenkins Ave K1920-91

CUE: 35998
 J.O. 021.2001.2001.1840700.23.000000

DocuSign Envelope ID: E81C1501-245D-4E4E-BEBC-FAE180CA0C24

State of OKLAHOMA

County of TULSA

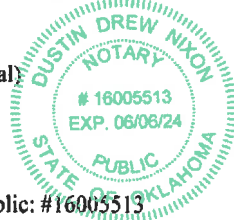
I certify that the preceding or attached document entitled (RIGHT OF WAY AGREEMENT),
(dated the 2nd day of May 2023), containing (DocuSign Envelope ID:

E81C1501-245D-4E4E-BEBC-FAE180CA
0C24 These pages are a true and correct copy
of an electronic document printed by me or under my supervision, and that, at the time of
printing, no security features present on the electronic document indicated any changes or errors
in an electronic signature or other information in the electronic document since its creation or
execution.

Dated: May 2nd, 2023

[Signature]
(Signature of notary public)

(Notary seal)



Notary Public: #16005513

(My commission expires: 06/06/24)

ONG-RIGHT OF WAY AGREEMENT

Exhibit "A"

E-2223-40

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Norman

10' Permanent Easement

April 6, 2023
Revised April 27, 2023

A 10' permanent easement being a part of the Southwest Quarter (SW/4) and Northwest Quarter (NW/4) of Section Five (5), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

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

THENCE North 00°14'41" West, along and with the West line of said Southwest Quarter (SW/4), a distance of 720.69 feet;

THENCE North 89°45'19" East, departing said West line, a distance of 91.42 feet to the POINT OF BEGINNING;

THENCE North 01°47'24" East, a distance of 199.38 feet;

THENCE North 00°49'35" West, a distance of 855.93 feet;

THENCE North 01°23'19" West, a distance of 207.67 feet;

THENCE North 01°58'50" West, a distance of 369.25 feet;

THENCE North 00°41'21" West, a distance of 296.62 feet;

THENCE North 89°43'00" East, a distance of 10.00 feet;

THENCE South 00°41'21" East, a distance of 296.43 feet;

THENCE South 01°58'50" East, a distance of 369.18 feet;

THENCE South 01°23'19" East, a distance of 207.77 feet;

THENCE South 00°49'35" East, a distance of 856.21 feet;

THENCE South 01°47'24" West, a distance of 199.61 feet;

THENCE North 88°12'36" West, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 19,290 square feet or 0.4428 acres, more or less.

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

