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RIGHT OF WAY AGREEMENT

ETO # 1101

THIS AGREEMENT, made and entered into by and between **The City of Oklahoma City, 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, a permanent non-exclusive easement and right of way 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 Easement (defined below), relay, mark, abandon in place and/or remove pipelines together with above and below ground equipment and appurtenances (collectively, the "Facilities"), with the right of ingress to and egress from the below described land and contiguous land owned by Grantor, in the County of **Oklahoma**, State of **Oklahoma**, and more particularly identified and described as follows, to-wit:

A permanent non-exclusive easement Ten feet (10') in width (the "Easement"), as laid and located on, in, over, under, through, along and across the following tract(s) of land:

Part of the Southeast Quarter (SE/4) of Section 36, Township 12 North, Range 04 West of the 1.M., Oklahoma County, Oklahoma, more accurately described by Exhibit "A" attached hereto and hereby made a part of this Easement.

Following completion of the initial construction of Grantee's Facilities, Grantee shall provide Grantor with an "as-built" survey and attach the same to this Agreement for filing of record with the Oklahoma County Clerk.

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

1. Grantor is to fully use and enjoy said premises subject to the rights herein granted. Grantee understands and acknowledges that Grantee's line is being bored under Grantor's existing Bricktown Canal, which is shown in Exhibit "B" attached hereto and hereby made a part of this Easement, and except for said Bricktown Canal, Grantor shall not, nor permit others to, impound water or build, construct, create or install, any buildings or other structures of a permanent nature upon or over said Easement without Grantee's prior written consent, which shall not be unreasonably withheld. Grantor and Grantee agree that Grantor's Bricktown Canal has priority over this Easement by virtue of the Canal's prior and existing use.
2. The pipeline constructed and installed by Grantee shall, at the time of initial construction thereof, be buried to a minimum depth of sixty inches (60") below the bed of the Bricktown Canal as shown on Exhibit B so that the same will not interfere with the operation of the premises.
3. 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 the Facilities.
4. Grantee shall repair, restore or pay all actual damages for anything damaged or removed on Grantor's property or within Grantor's easements on adjacent property by Grantee, including the Bricktown Canal, sod, trees, fences, crops, curbs, sidewalks, streets, irrigation systems, and premises, which may be suffered by reason of laying, relaying, maintaining, operating or removing Grantee's Facility on the Easement.
5. Grantee shall repair and/or replace portions of the parking lot or streets damaged or removed by Grantee during construction of the Facilities. Pavement shall be replaced with approved asphalt sections and materials as directed by the City Engineer, utilizing a prequalified contractor approved by Grantor.
6. If Grantee abandons this Easement, said Easement shall automatically terminate and revert back to Grantor.

The 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 page and Exhibits "A" and "B" follow.]

Check No:
Negotiated by: A. Armstrong CUE: 37965 Rods: 06.09
Line: Oklahoma Fairgrounds - Coliseum J.O. 021.352.2998.011492.23.137600 Tract FAIR-01.000
4855-4550-2705.v.2

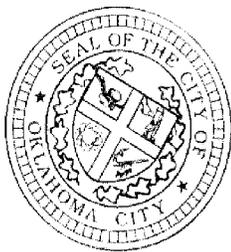
5/26

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IN WITNESS WHEREOF, the undersigned have executed this Right of Way Agreement this day of November 2024.

19th

The City of Oklahoma City, a municipal corporation



By: David Holt
Title: David Holt
Mayor

ATTEST
Cheryl Simpson
City Clerk

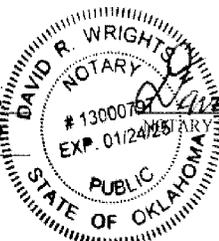
REVIEWED for form and Legality

Jed Bullitt
Assistant Municipal Counselor

STATE OF OKLAHOMA }
COUNTY OF Oklahoma } ss.

This instrument was acknowledged before me on the 19th day of November 2024, by David Holt, Mayor of Oklahoma City, a municipal corporation.

My Commission Expires: 1/24/25
Commission Number: 13000797



David R. Wright
Notary Public

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

APPROVED by OKLAHOMA NATURAL GAS,
a division of ONE GAS, Inc.

Executed by:
David Williams



David Williams
Vice-President, Operations
10/21/2024

Check No. _____
Negotiated by: A Armstrong
Line: Oklahoma Fairgrounds - Coliseum
4865-4550-2725, v.2
CUE: 37965
J.O. 021.052 2590.011492 23.137600
Rods: 00.00
Fract FAIR-01.000

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Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
City of Oklahoma City
Permanent Easement

August 29, 2024

A permanent easement being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (T11) North, Range Three (R3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a portion of Noble Street as shown on the recorded plat AUNGST ADDITION, being more particularly described as follows:

COMMENCING at the Northwest (NW) Corner of the Northeast Quarter (NE/4) of said Section 3;

THENCE South 00°25'56" East, along and with the West line of said Northeast Quarter (NE/4), a distance of 63.00 feet;

THENCE North 89°25'32" East, departing said West line, parallel with and 63.00 feet South of the North line of said Northeast Quarter (NE/4), a distance of 545.45 feet;

THENCE South 00°34'55" East, a distance of 159.91 feet;

THENCE North 89°24'55" East, a distance of 52.46 feet;

THENCE South 39°57'53" West, a distance of 687.87 feet to a point on the South right-of-way line of Oklahoma City Boulevard (old Interstate 40 right-of-way);

THENCE South 89°20'20" West, along and with the South right-of-way line of Oklahoma City Boulevard, a distance of 633.71 feet to the Northwest (NW) Corner of a tract of land recorded in Book 15473, Page 1062 (Cadet 23 Tract), said corner being the POINT OF BEGINNING;

THENCE South 00°11'51" East, along and with the West line of said Cadet 23 Tract, a distance of 10.00 feet;

THENCE South 89°20'20" West, departing said West line, a distance of 157.87 feet;

THENCE North 00°39'40" West, a distance of 10.00 feet to a point on said South right-of-way line;

THENCE North 89°20'20" East, along and with said South right-of-way line, a distance of 157.95 feet to the POINT OF BEGINNING.

Containing 1,579 square feet or 0.0362 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma City GPS Datum, Oklahoma State Plane North Zone, NAD83) The North line of the NW/4 of Section 3, T11N R3W having an assumed bearing of South 89°31'09" West. All Distances are grid distances in U.S. Survey Feet.

Note: It is intended for the edges of this easement to terminate at existing property lines, so as not to create any encroachments.

Exhibit "B"

