

## RELOCATION AND REIMBURSEMENT AGREEMENT

**THIS RELOCATION AND REIMBURSEMENT AGREEMENT** (“**Agreement**”) is entered into this JUNE 4, 2024, by and between ONEOK Hydrocarbon, L.P., a Delaware limited partnership (“**ONEOK**”) and the **City of Oklahoma City** (the “**City**”). The City and ONEOK may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**, ONEOK owns and operates an **eight (8)** inch natural gas liquids pipeline (the “**Pipeline**”) upon, through, and under pursuant to those certain Right-of-Way Agreements and Partial Release filed of record in Canadian County, Oklahoma, being more specifically described in **Exhibit A** attached hereto and made a part hereof (the “**Original Pipeline Area**”);

**WHEREAS**, City wishes to develop the Original Pipeline Area, among other property, for road expansion purposes and City requests that ONEOK reroute the Pipeline to accommodate the road expansion; and

**WHEREAS**, ONEOK is willing to reroute the Pipeline, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the terms, covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Subject to the terms set out in this Agreement, ONEOK agrees to reroute the Pipeline (the “**Project**”) by construction of a new pipeline segment (“**New Pipeline**”) over and through that certain property described on **Exhibit B** attached hereto and made a part hereof (the “**Pipeline Relocation Area**”).

2. City shall pay all fees, costs and expenses incurred by and/or on behalf of ONEOK in furtherance of all activities necessary to reroute the Pipeline (including but not limited to materials, labor, reasonable overhead, insurance and all other costs identified on **Exhibit “C”** relating directly to or reasonably allocated to such relocation of the Pipeline) (the “**Final Cost**”). Except as otherwise provided herein, the Final Cost will not exceed **\$1,259,139.00** (the “**Estimated Cost**”), as outlined on **Exhibit C**. Prior to the commencement of any work to be performed by ONEOK, City shall deliver to ONEOK good funds in the form of a certified check or wire transfer, in the amount of \$944,354.25 (the “**Estimated Payment**”), which represents seventy-five percent (75%) of the Estimated Cost. When the Project is complete, if the Final Cost exceeds the Estimated Payment, then in that event, City shall pay to ONEOK the difference between the Final Cost and the Estimated Payment within ten (10) days from receipt of an invoice therefore, provided such demand shall be accompanied with such invoices, purchase orders or other documentation to reasonably evidence such excess amounts due. If the Final Cost is less than the Estimated Payment, ONEOK shall refund to City the difference between the Estimated Payment and the Final Costs, within ten (10) days following the completion, closing and final accounting of the Project. ONEOK shall commence construction of the Project as soon as reasonably possible subject to weather, material and contractor availability, following receipt of the Estimated Payment from the City.

3. ONEOK shall use reasonable efforts to commence the Project within ninety (90) days after the receipt of the Estimated Payment. ONEOK shall use reasonable efforts to complete the Project by [11/20/2024] ("Target Date"). If ONEOK is not able to complete the Project by the Target date due to weather, inability to secure materials or rights, or other reasons outside ONEOK's reasonable control, then the Estimated Cost may be revised upward by up to ten percent (10%) to reflect additional actual costs caused by such delay.
4. Subject to the satisfaction of the conditions set forth in this Agreement, ONEOK agrees to perform its obligations under this Agreement and complete the Project in compliance with the applicable statutes, rules and regulations of all federal, state and local governmental entities having jurisdiction.
5. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between ONEOK and City nor between any officer, employee, contractor or representative of ONEOK or City. No joint employment is intended or created by this Agreement for any purpose. ONEOK and City agree to so inform their respective employees, agents, contractors and subcontractors, who are involved in the implementation of or construction under this Agreement.
6. If any Party defaults in the performance of any provision contained herein, the non-defaulting Party shall have all remedies available at law or equity, including, without limitation, the remedy of specific performance, to the extent available. No remedy shall exclude any other remedy. All remedies shall be cumulative. However, neither party will be responsible for the consequential damages of the other party.
7. All notices and communications required or permitted to be given hereunder shall be in writing and mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to ONEOK:

ONEOK, Inc.  
100 West Fifth Street  
Tulsa, OK 74103  
Attn: Susan Bergman

ONEOK, Inc  
100 West Fifth Street  
Tulsa, OK 74103  
Attn: General Counsel

If to City:

City of Oklahoma City  
Department of Public Works  
420 W Main St. 7<sup>th</sup> Floor  
Oklahoma City, OK 73102

Notice shall be deemed to have been given upon receipt or refusal.

8. Each Party represents to the other that this Agreement and all documents to be executed in connection herewith, have been duly authorized, and each Party has the corporate power necessary for, the execution and delivery of each of such documents and the performance of their respective terms and the individuals executing this Agreement and all other documents to be delivered hereto on behalf of the applicable Party hereto have been duly appointed and authorized to do so.
9. This Agreement shall be construed under the laws of the State of Oklahoma.
10. This Agreement including its Exhibits constitute the entire agreement between the Parties hereto.
11. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.
12. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[Rest of page intentionally left blank. Signature page follows.]

**ONEOK Hydrocarbon, L.P.**

**By: ONEOK Hydrocarbon GP, L.L.C., a Delaware limited liability company, Its General Partner**

DocuSigned by:  
*Matthew Gillett*  
BEBB16314437405...



DS  
*Dk*

**By: Matt Gillett**

**Title: Title: VP Natural Gas Liquids Pipelines and Terminals**

**APPROVED** by the Council and signed by the Mayor of The City of Oklahoma City this

4TH day of JUNE, 2024.

ATTEST:

*Amy K Simpson*  
CITY CLERK



**THE CITY OF OKLAHOMA CITY**

*David Holt*

MAYOR

REVIEWED for form and legality.

*Craig Keith*  
Assistant Municipal Counselor

## **EXHIBIT A**

### **Original Pipeline Area**

- **A Right of Way Agreement dated September 2, 1965 and filed of record September 8, 1965 under Book 393 Page 231 in the County Records of Canadian County, Oklahoma. ONEOK ROW: OK-7771779**

The Northeast Quarter (NE/4) of Section 25, Township 11 North, Range 5 West, Canadian County, Oklahoma.

- **A Right of Way Agreement dated August 12, 1965 and filed of record August 23, 1965 under Book 392 Page 523 in the County Records of Canadian County, Oklahoma. ONEOK ROW: OK-7772115**

The Southeast Quarter (SE/4) of Section 24, Township 11 North, Range 5 West, Canadian County, Oklahoma.

- **A Partial Release of Right of Way Agreement dated July 18, 1988 and filed of record August 8, 1988 under Book 1539 Page 0330 in the County Records of Canadian County, Oklahoma. ONEOK ROW: OK-7772115**

A strip of land 50 feet wide being 25 feet on each side of the following described centerline survey located in the SE/4 of Section 24, Township 11 North, Range 5 West, Canadian County, Oklahoma.

Beginning at a point 48 feet West of the SE/4 corner of the said SE/4.

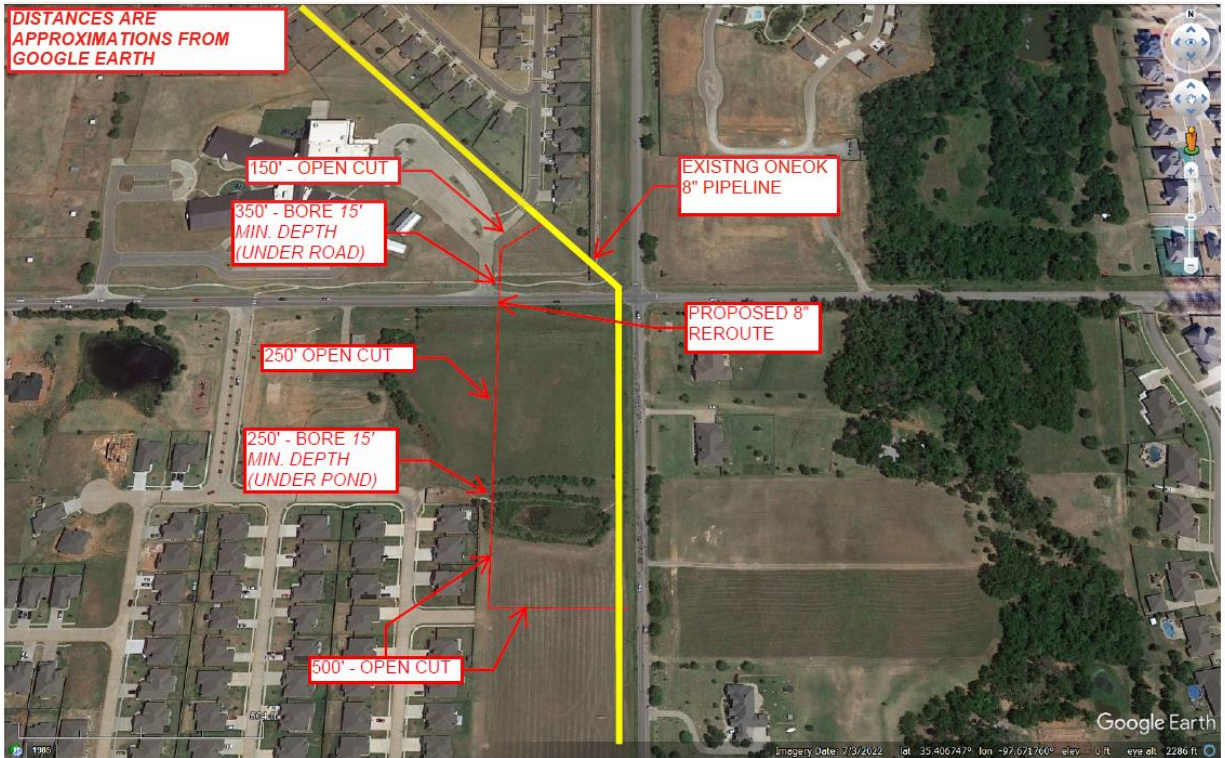
Thence N00°16'W for a distance of 58 feet;  
Thence N45°30'W for a distance of 3616 feet;  
Thence N00°13'W for a distance of 20 feet;

To a point of exit said point being 21 feet East of the NW corner of said SE/4.

## **EXHIBIT B**



### SW 59th Street - CANADAIN COUNTY,OK - PROPOSED RELOCATION PLAN



- ONEOK Hydrocarbon, L.P.  
Line No. 10026

NE Section 25-11N-5W, Canadian County, OK  
ONEOK ROW: OK-7771779

SE Section 24-11N-5W, Canadian County, OK  
ONEOK ROW & Partial Release: OK-7772115

## EXHIBIT C

### Costs, Fees, Expenses and Other Forecasted Amounts

		ESTIMATED 09-NOV-2023 COST
<b>I.</b>	<b>ENG. ,PROJ. MGMT., &amp; CONST. MGMT.</b>	
A.	Project Management, Engineering & Construction Support	\$51,400
B.	Mapping/Drafting	\$10,800
C.	FEED Study and Bid Package Preparation	\$11,700
<b>Total I.</b>		<b>\$73,900</b>
<b>II.</b>	<b>ENVIRONMENTAL &amp; ENVIR. PERMITTING</b>	
A.	Desktop Review w/ Permit Matrix	\$6,000
B.	BMP Plan w/Mapping	\$1,210
C.	Permit Applications	\$3,500
D.	Field Investigation and Report	\$3,000
<b>Total II.</b>		<b>\$13,710</b>
<b>III.</b>	<b>SURVEY</b>	
A.	Preliminary	\$11,800
B.	Construction Staking, As-Built	\$16,900
C.	ROW	\$55,000
<b>Total III.</b>		<b>\$83,700</b>
<b>IV.</b>	<b>PIPELINE MATERIAL</b>	
A.	8.625", 0.250" WT API 5L X52 FBE (Line Pipe), 900' Tie-In	\$43,800
B.	8.625", 0.250" WT API 5L X52 FBE/ARO (Bore Pipe), 350' & 250' HDD	\$37,300
C.	8.625", 0.250" WT Segmentable Elbows 90	\$2,600
C.	8.625", 0.250" WT Segmentable Elbows 45	\$900
E.	Line Stop Materials	\$50,000
F.	Freight (5%)	\$6,700
<b>Total IV.</b>		<b>\$141,300</b>
<b>V.</b>	<b>PIPELINE INSTALLATION</b>	
A.	Line Pipe Installation	\$385,700
B.	X-Ray	\$3,900
C.	Water Hauling	\$2,200
D.	Frac Tank Rental	\$3,300
E.	3rd Party Stopple Crew	\$120,000
F.	Stopple Labor	\$135,000
G.	Remove 900' of 8" Pipe	\$64,300
<b>Total V.</b>		<b>\$714,400</b>
<b>VI.</b>	<b>CONSTRUCTION INSPECTION</b>	
A.	Chief Inspector (10 weeks)	\$60,000
<b>Total VI.</b>		<b>\$60,000</b>
<b>VII.</b>	<b>COMMISSIONING &amp; START-UP</b>	
A.	Nitrogen Purge	\$5,000
B.	Pipeline Integrity Tool	\$3,500
<b>Total VII.</b>		<b>\$8,500</b>
<b>VIII.</b>	<b>SALES TAX on PIPELINE MATERIALS (6.75%)</b>	<b>\$9,100</b>
<b>Total Direct Pipeline Costs</b>		<b>\$1,104,610</b>
<b>IX.</b>	<b>CONTINGENCY (20%)</b>	<b>\$220,900</b>
<b>X.</b>	<b>COMPANY G &amp; A (Overheads)</b>	<b>\$14,000</b>
<b>NON-REIMBURSABLE (6% OR 100')</b>		<b>\$80,371</b>
<b>TOTAL COST ESTIMATE</b>		<b>Grand Total \$1,259,139</b>