

## RIGHT OF WAY AGREEMENT

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 easement Ten feet (10') in width, 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 I.M., Oklahoma County, Oklahoma, said easement being more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof.

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; provided, however, that Grantor shall not, impound water or build, construct, create or install, 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.
2. The pipeline constructed and installed by Grantee shall, at the time of initial construction thereof, be buried to a minimum depth of 48 inches (48") below the surface of the ground 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 said pipeline.
4. Grantee shall repair, restore or pay all actual damages to fences and Grantor's Property that may be suffered by reason of laying, relaying, maintaining, operating or removing Grantee's Facilities on the Easement.
5. Grantee shall repair and/or replace portions of the parking lot or streets damaged or removed during construction of the pipeline. Pavement shall be replaced with approved asphalt sections and materials as directed by the City Engineer; utilizing a prequalified contractor approved by the City.

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.

*[Signature page and Exhibit "A" follows.]*

Check No:

Negotiated by: A. Armstrong

Line: Oklahoma Fairgrounds - Coliseum

CUE: 37965

J.O. 021.052.2990.011492.23.137600

Rods: 27.5

Tract FAIR-01.000

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

The City of Oklahoma City, a municipal corporation

\_\_\_\_\_  
By: David Holt, Mayor

ATTEST

\_\_\_\_\_  
City Clerk

STATE OF OKLAHOMA        }  
  } ss.  
COUNTY OF \_\_\_\_\_ }

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

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

Check No:

Negotiated by: A. Armstrong

Line: Oklahoma Fairgrounds - Coliseum

CUE: 37965

J.O. 021.052.2990.011492.23.137600

Rods: 27.5

Tract FAIR-01.000

**Exhibit "A"**

**LEGAL DESCRIPTION**

Oklahoma Natural Gas Company  
City of Oklahoma City  
10' Permanent Easement

March 11, 2024

A 10' permanent easement being a part of the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

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

THENCE North 89°48'54" East, along and with the South line of said Southeast Quarter (SE/4), a distance of 568.12 feet;

THENCE North 00°11'06" West, departing the South line of said Southeast Quarter (SE/4), a distance of 1,839.03 feet to the POINT OF BEGINNING;

THENCE North 65°48'44" West, a distance of 81.22 feet;

THENCE North 56°33'10" West, a distance of 54.68 feet;

THENCE North 41°20'38" West, a distance of 68.27 feet;

THENCE North 69°03'12" West, a distance of 51.64 feet;

THENCE North 46°58'21" West, a distance of 45.91 feet;

THENCE North 68°32'39" West, a distance of 29.73 feet;

THENCE North 77°36'54" West, a distance of 63.58 feet;

THENCE North 69°33'22" West, a distance of 49.30 feet;

THENCE North 23°08'43" East, a distance of 18.74 feet;

THENCE South 66°51'17" East, a distance of 10.00 feet;

THENCE South 23°08'43" West, a distance of 8.26 feet;

THENCE South 69°33'22" East, a distance of 38.11 feet;

THENCE South 77°36'54" East, a distance of 63.67 feet;

THENCE South 68°32'39" East, a distance of 32.43 feet;

THENCE South 46°58'21" East, a distance of 45.87 feet;

THENCE South 69°03'12" East, a distance of 52.16 feet;

THENCE South 41°20'38" East, a distance of 69.40 feet;

THENCE South 56°33'10" East, a distance of 52.53 feet;

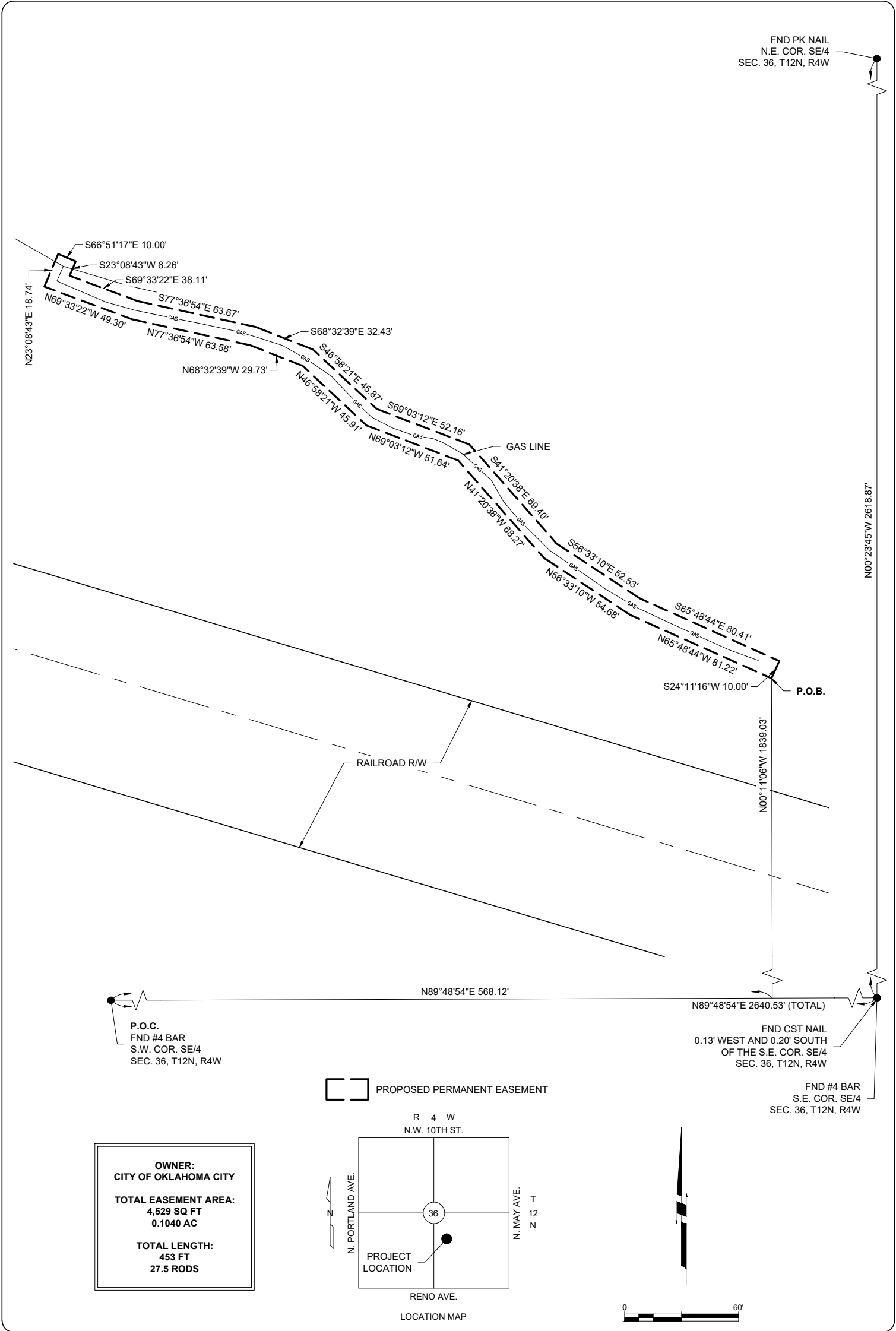
THENCE South 65°48'44" East, a distance of 80.41 feet;

THENCE South 24°11'16" West, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 4,529 square feet or 0.1040 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.

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11558 Oklahoma Fairgrounds Colliseum\Working Folder\11558 EX.dwg, 3/12/2024 8:30 AM, Braxon Birsner  
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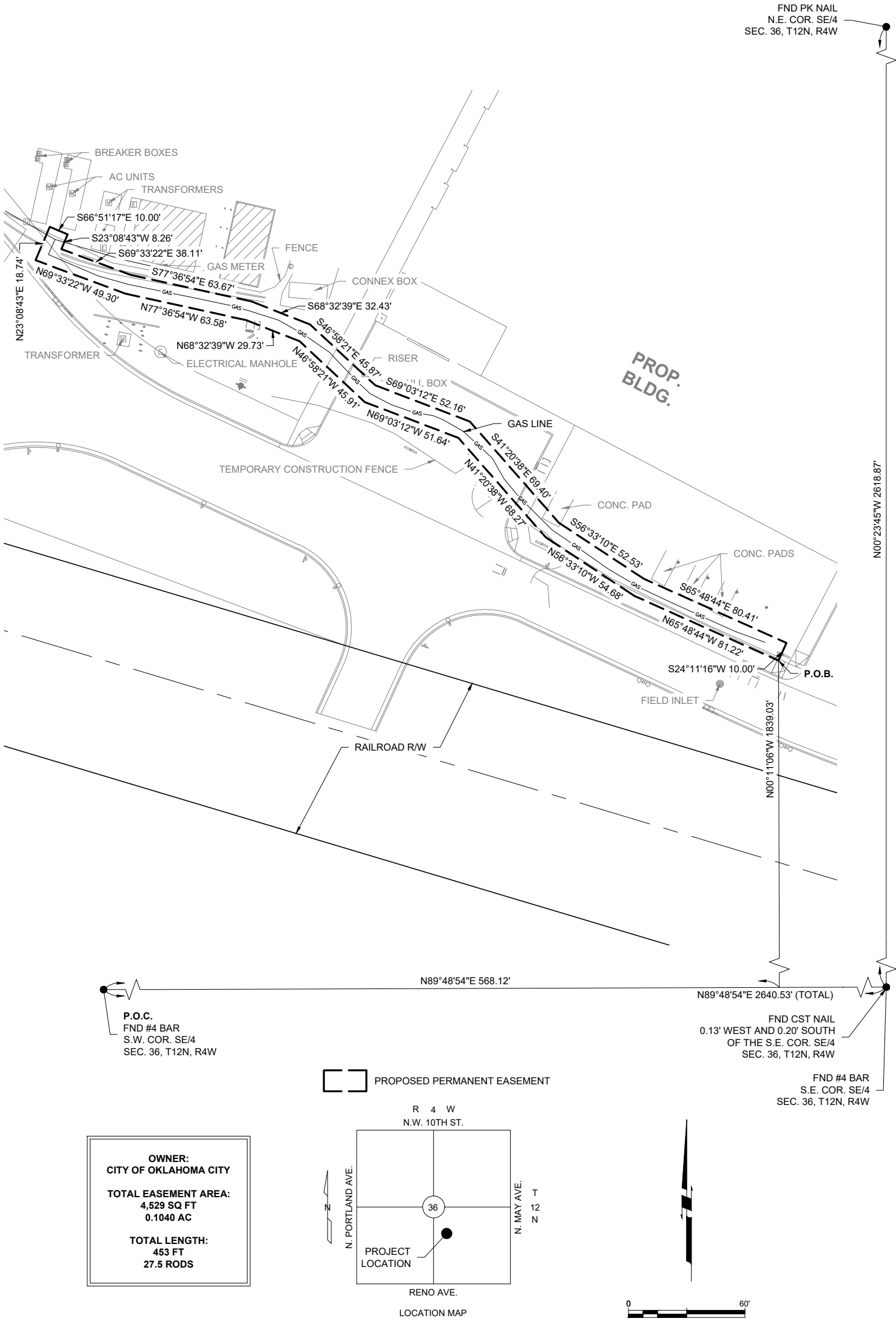
Proj. No.: 11558  
Date: 3-11-24  
Scale: 1"=60'

**OKLAHOMA NATURAL GAS COMPANY**  
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**CITY OF OKLAHOMA CITY**  
**10' PERMANENT EASEMENT**



**Johnson & Associates**  
1 E. Sheridan Ave., Suite 200  
Oklahoma City, OK 73104  
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com  
Certificate of Authorization #1484 Exp. Date: 06-30-2025  
• ENGINEERS • SURVEYORS • PLANNERS •

EXHIBIT "A"



ACAD FILE: S:\Civil 3D proj\9000 ONG\11558 Oklahoma Fairgrounds Colliseum\Working Folder\11558 EX.dwg, 3/12/2024 8:30 AM, Braxon Birsner  
XREFS LOADED: 4741-bdy.dwg 4741-BKGD.dwg

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Proj. No.:	11558
Date:	3-11-24
Scale:	1"=60'

**OKLAHOMA NATURAL GAS COMPANY**

OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

**CITY OF OKLAHOMA CITY**

**10' PERMANENT EASEMENT**

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