



RIGHT OF WAY AGREEMENT
Form 428 (1-00)

ETO # 1082

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 COMPANY, 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 easement and right of way to survey, construct, lay, maintain, inspect, alter, operate, replace with same or different size pipe, protect, repair, relocate within the right of way, relay, mark, and remove pipelines together with above and below ground appurtenances, with the right of ingress to and egress from the below described land and contiguous land owned by Grantor, for the purpose of providing for Grantor's exclusive transmission of natural gas to service the Oklahoma City Zoo and Botanical Garden located at 2101 N.E. 50th Street, Oklahoma City, OK 73111.

The real property covered by this Agreement is situated in the County of Oklahoma, State of Oklahoma, and more particularly identified and described as follows, to wit:

A permanent ten foot (10') wide easement being a part of the (SW/4) of Section (12), Township (12) North, Range (03) West of the Indian Meridian, more accurately described by the Exhibit "A" attached hereto and hereby made a part of this easement.

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, but Grantor agrees that it will 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 pipelines of Grantee without the written consent of the 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.
5. The Grantor agrees that during construction, maintenance, repair, replacement, or removal of any pipeline, Grantee may temporarily utilize such additional workspace adjacent to and parallel with the Pipeline Easement as is necessary for purposes of moving and using vehicles and equipment moreover with the expectation the Grantee agrees to compensate a fair market value for any additional space needed.

This 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. Should Grantee ever abandon or not use said easement for its stated purpose, the rights herein granted shall revert to Grantor, Grantor's successors and assigns.

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IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 15th day of August, 2023

ATTEST:

Amey K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
David Holt, Mayor

Reviewed for form and legality.

By: [Signature]

Assistant Municipal Counselor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }

ss.

COUNTY OF OKLAHOMA }

Before me, a Notary Public in and for said County and State, on this 15th day of August, 2023, personally appeared David Holt, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed for The City of Oklahoma City, for the uses and purposes therein set forth.

My Commission Expires: _____

Commission No.: _____



Joseph Douglas
Notary Public

Return To:

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

Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
Oklahoma City Zoo
10' Permanent Easement

September 9, 2022

A tract of land being a part of the Southwest Quarter (SW/4) of Section Twelve (12), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a 10' wide permanent easement, 5' on either side of the following described centerline:

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

THENCE North 89°40'37" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,589.67 feet;

THENCE North 00°19'23" West, departing said South line, a distance of 37.34 feet to the POINT OF BEGINNING;

THENCE North 85°04'52" West, a distance of 45.29 feet;

THENCE North 60°44'22" West, a distance of 34.94 feet;

THENCE North 51°36'49" West, a distance of 170.51 feet;

THENCE North 25°31'33" West, a distance of 170.50 feet;

THENCE North 29°33'20" East, a distance of 26.28 feet;

THENCE North 30°01'00" East, a distance of 89.01 feet;

THENCE North 34°14'21" East, a distance of 184.04 feet;

THENCE North 26°54'24" East, a distance of 158.96 feet;

THENCE North 00°05'41" East, a distance of 271.02 feet to the POINT OF ENDING.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

EXHIBIT "A"

