

THE CITY OF OKLAHOMA CITY

OFFICE OF CITY CLERK
MUNICIPAL BUILDING
200 NORTH WALKER AVE.
OKLAHOMA CITY, OKLAHOMA 73102

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05/16/2022 09:10:16 AM Pgs: 4
Fee: \$24.00
David B. Hooten, County Clerk
Oklahoma County - State of Oklahoma



RIGHT OF WAY AGREEMENT

Form 428 (1-00)

ETO 1052

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) and the (NW/4) of Section (13), 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:

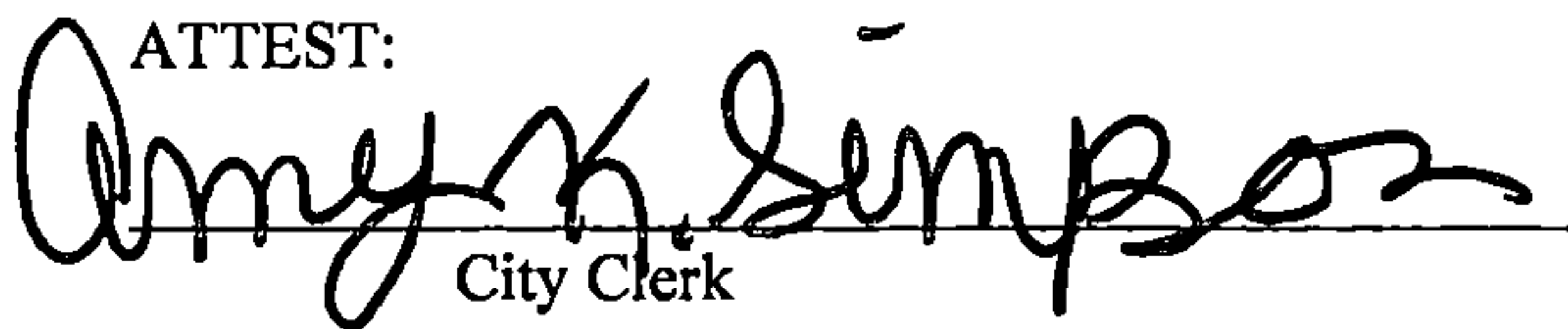
1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings, or other structures of a permanent nature upon or over said right of way or within ten feet 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.

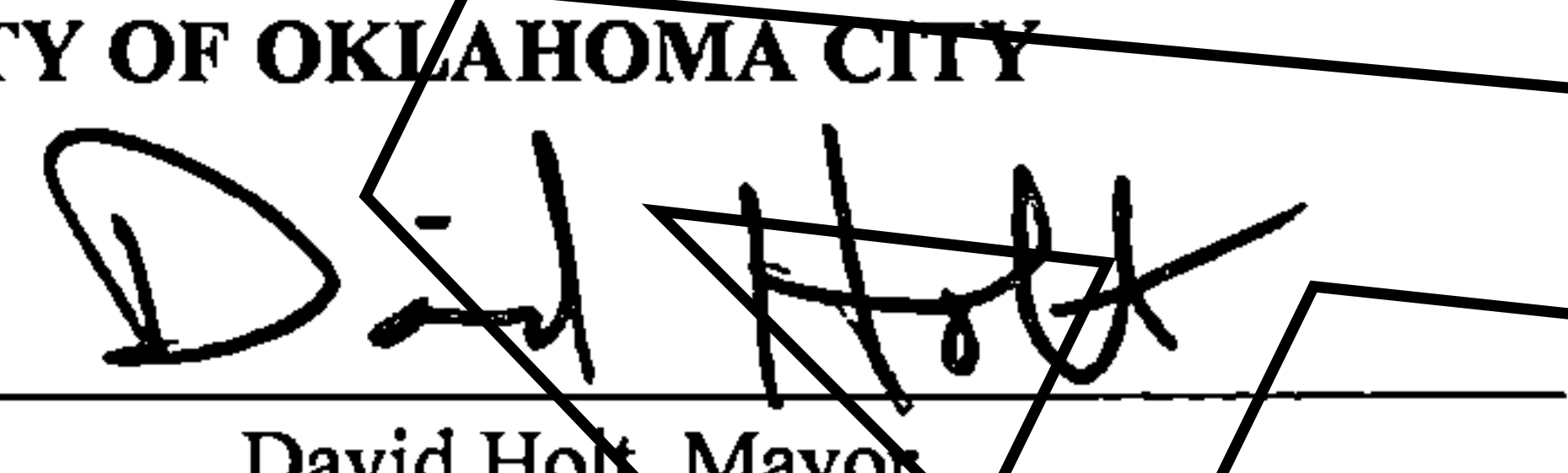
This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns. Should Grantee 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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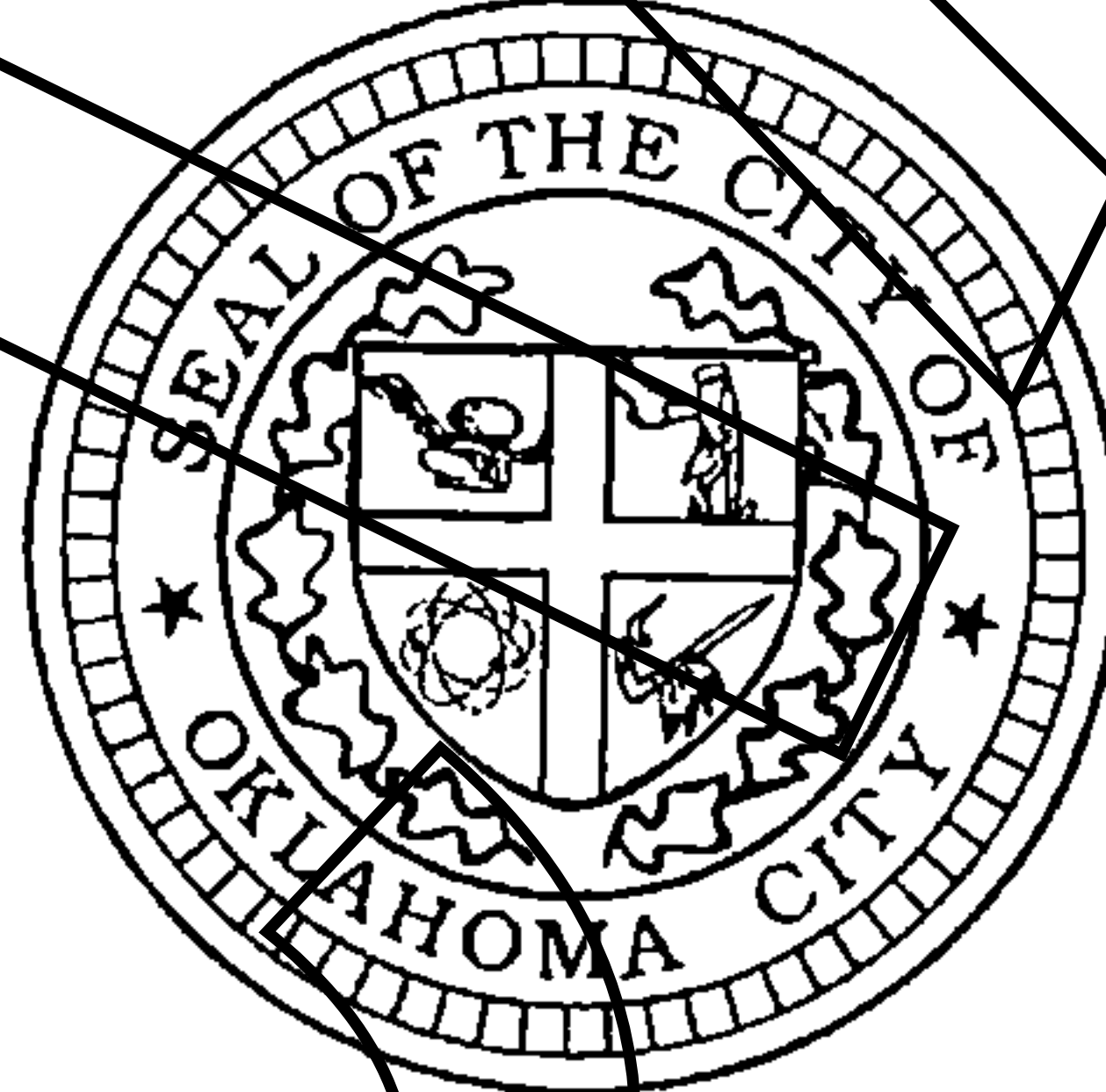
IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 26th day of April, 2022

ATTEST:

 City Clerk

THE CITY OF OKLAHOMA CITY
 By: 
 David Holt, Mayor

Reviewed for form and legality.

By: 
 Assistant Municipal Counselor

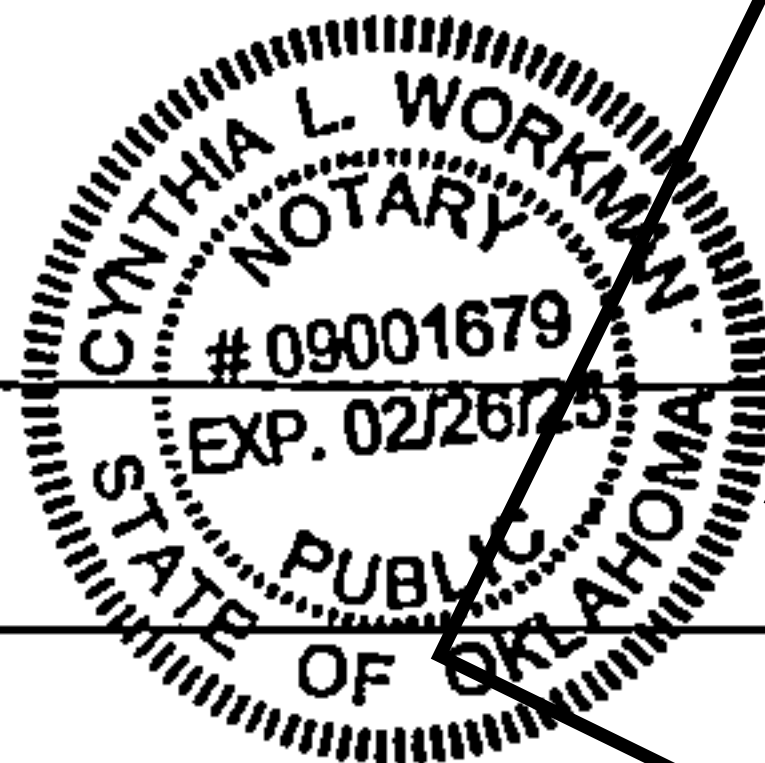



ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 ss.
 COUNTY OF OKLAHOMA }

Before me, a Notary Public in and for said County and State, on this 26th day of April, 2022, 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.: _____




 Notary Public

mem

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



Check No: N/A
 Negotiated: by Misti Smith
 Line: Oklahoma/CP

CUE: 28550
 J.O. 021.052.2990.011070.23.137600

Rods: 38.7
 RW: 2 of 2

Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
Oklahoma City Zoo
10' Permanent Easement

January 26, 2022

A tract of land being a part of the Southwest Quarter (SW/4) of Section Twelve (12) and the Northwest Quarter (NW/4) of Section Thirteen (13), 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) Section 12;

THENCE North 89°40'37" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 235.22 feet to a point on the West boundary of the Oklahoma City Zoo;

THENCE along and with said West boundary the following three (3) calls:

1. North 02°41'54" West, a distance of 11.37 feet to a corner on the West boundary of said Oklahoma City Zoo;
2. on a non-tangent curve to the left having a radius of 1,151.82 feet, a chord bearing of North 77°08'38" East, a chord length of 178.98 feet and an arc length of 179.16 feet;
3. North 73°04'28" East, a distance of 3.80 feet to the POINT OF BEGINNING;

THENCE South 35°53'23" East, departing said West line, a distance of 71.29 feet;

THENCE on a non-tangent curve to the right having a radius of 216.94 feet, a chord bearing of South 59°28'10" East, a chord length of 124.48 feet and an arc length of 126.25 feet;

THENCE on a non-tangent curve to the left having a radius of 10.00 feet, a chord bearing of South 55°15'45" East, a chord length of 4.45 feet and an arc length of 4.48 feet;

THENCE South 68°06'22" East, a distance of 7.94 feet;

THENCE on a curve to the left having a radius of 102.50 feet, a chord bearing of North 87°20'16" East, a chord length of 85.19 feet and an arc length of 87.86 feet;

THENCE North 62°46'54" East, a distance of 33.64 feet;

THENCE South 27°13'06" East, a distance of 41.72 feet;

THENCE South 84°40'29" East, a distance of 72.64 feet;

THENCE South 76°42'40" East, a distance of 49.08 feet;

THENCE South 41°26'47" East, a distance of 142.61 feet to the POINT OF ENDING.

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

