

**RIGHT OF WAY AGREEMENT**

FORM 428 (1-00)

ETO # 1063

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 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 right of way, relay, mark, abandon in place 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, in the County of Oklahoma, State of Oklahoma, and more particularly identified and described as follows, to-wit:

A variable width permanent easement being located in the Southwest Quarter (SW/4) of Section (05), Township (11) North, Range (04) West of the Indian Meridian, more accurately described by 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 pipeline of Grantee without the written consent of 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 easements for its stated purpose, the rights herein granted shall revert to Grantor, Grantor's successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 27th day of September, 2022.

ATTEST:

Amy K Simpson
City Clerk

THE CITY OF OKLAHOMA CITY

By: David Holt
David Holt, Mayor

Reviewed for form and legality.

By: Joe Buntt
Assistant Municipal Counselor



ACKNOWLEDGEMENT

STATE OF Oklahoma }

COUNTY OF Oklahoma }

ss.

Before me, a Notary Public in and for said County and State, on this 27th day of September, 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 Number: _____



Mike Graham

NOTARY PUBLIC

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

W1

Exhibit "A"

LEGAL DESCRIPTION

Oklahoma Natural Gas Company
The City of Oklahoma City

Permanent Easement

July 25, 2022

A permanent easement being a part of the Southwest Quarter (SW/4) of Section Five (5), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being a part of a deed recorded in Book 12405 Page 1227 (OKC Tract), being more particularly described as follows:

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

THENCE South 00°45'49" East, along and with the West line of said Southwest Quarter (SW/4), a distance of 70.00 feet to Northwest (NW) Corner of said OKC Tract;

THENCE North 89°40'49" East, along and with the North line of said OKC Tract, a distance of 90.00 feet the POINT OF BEGINNING;

THENCE continuing North 89°40'49" East, along and with the North line of said OKC Tract, a distance of 20.00 feet;

THENCE South 00°45'49" East, departing said North line, a distance of 889.79 feet to a point on the South line of said OKC Tract;

THENCE along and with the South line of said OKC Tract the following two (2) calls:

1. South 64°49'54" West, a distance of 30.62 feet;
2. South 59°09'06" West, a distance of 8.23 feet;

THENCE North 00°45'49" West, departing said South line, a distance of 153.02 feet to the Southwest (SW) Corner of a 10' Right-of-Way line, recorded in Book 4817 Page 310;

THENCE North 89°47'19" East, along and with the South line of said 10' Right-of-Way line, a distance of 10.00 feet to the Southeast (SE) Corner of said Right-of-Way line,;

THENCE North 00°45'49" West, along and with the East line of said 10' Right-of-Way line, a distance of 200.09 feet to a point on the South line of a 10' ONG easement, recorded in Book 4817 Page 310;

THENCE North 89°40'49" East, along and with the South line of said 10' ONG easement, a distance of 5.00 feet to the Southeast (SE) Corner of said 10' ONG easement;

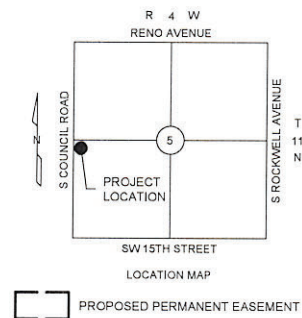
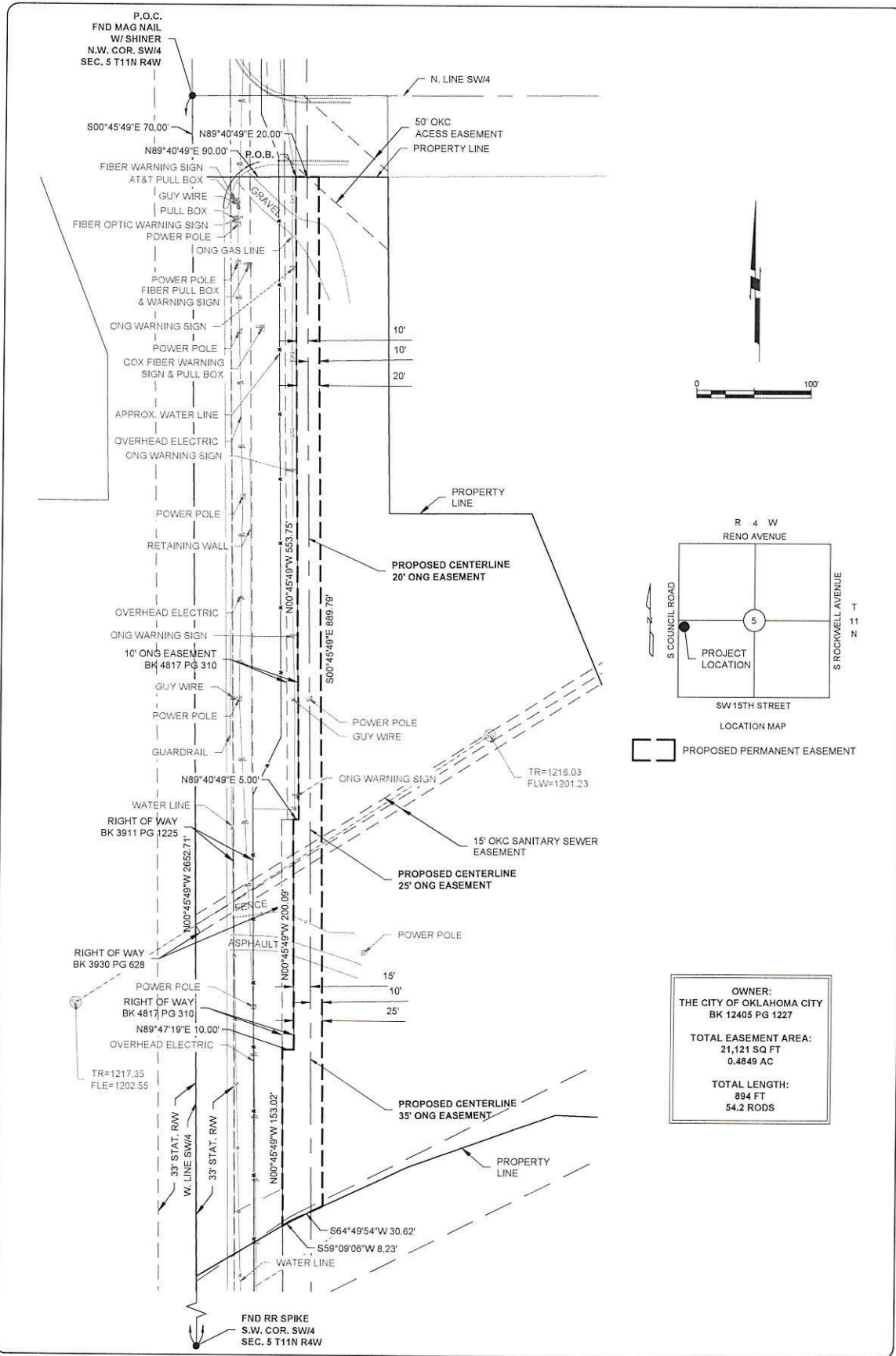
THENCE North 00°45'49" West, along and with the East line of said 10' ONG easement, a distance of 553.75 feet to the POINT OF BEGINNING.

Containing 21,121 square feet or 0.4849 acres, more or less.

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

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

EXHIBIT "A"



OWNER:
THE CITY OF OKLAHOMA CITY
BK 12405 PG 1227

TOTAL EASEMENT AREA:
21,121 SQ FT
0.4849 AC

TOTAL LENGTH:
894 FT
54.2 RODS

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Proj. No.: 10188
Date: 7-25-22
Scale: 1"=100'
REVISED 8-12-22

OKLAHOMA NATURAL GAS COMPANY
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
THE CITY OF OKLAHOMA CITY
PERMANENT EASEMENT

JA
Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 335-8075 FAX: (405) 233-8076 www.jaoc.com
Certificate of Authorization #1434 Exp. Date 05-30-2023
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