

RIGHT OF WAY AGREEMENT

FORM 428 (2-98)

THIS AGREEMENT, made and entered into by and between the CITY OF NORMAN, OKLAHOMA, a municipal corporation, hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK, 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 lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Cleveland, State of Oklahoma, and more particularly identified and described as follows, to-wit:

A 10 foot wide right of way lying in the SW/4 of Section 5, T8N, R2W, I.M., , being more particularly described on EXHIBITS "A" and "B" attached hereto and made a part hereof:

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 pipe line 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 pipe line 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 pipe line.
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.

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.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this ____ day of November, 2012.

CITY OF NORMAN

By: _____
Cindy Rosenthal, Mayor

Brenda Hall, City Clerk

Approved by the City Attorney on the ____ day of _____, 2012.

CITY ATTORNEY

OKLAHOMA NATURAL GAS

By: _____
Steve P. Wood, Regional Vice-President

STATE OF OKLAHOMA)
) ss
COUNTY OF CLEVELAND)

This instrument was acknowledged before me on the ____ day of _____, 2012, by Cindy Rosenthal,
Mayor, City of Norman.

NOTARY PUBLIC

My Commission Expires:

STATE OF Oklahoma,)
) ss
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ____ day of _____, 2012, by:
Steve P. Wood, Regional Vice-President, Oklahoma Natural Gas.

NOTARY PUBLIC

My Commission Expires: _____

Negotiated by H. Bluejacket
Line Norman/CP J.O. 021.054.2267.010146

Rods 145.64
RW# 1 of 1



