

LINE LIST AGREEMENT

In consideration of the granting of the Public Water Line Easement attached hereto as Exhibit "A" and incorporated herein by reference (the "**Easement**"), Waffle House, Inc., a Georgia corporation ("**Waffle House**") and The City of Norman, Oklahoma (the "**City**") agree as follows:

1. Waffle House shall grant the Easement at the same time that the parties sign this Line List Agreement. City shall pay to Waffle House the sum of TWENTY THOUSAND ONE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$20,155.00) in consideration of the granting of the Easement.

2. After the Easement is granted, City will construct a 30-inch PCV water line in the Easement area.

3. City and its contractors and agents shall perform the initial construction and all future repair and maintenance work (the "**Work**") in a professional manner in accordance with this Line List Agreement and the professional standards for contractors engaged in similar work. City shall perform the Work in accordance with the schedule attached hereto as Exhibit "B". Except in the event of emergency, City shall provide at least forty-eight (48) hours advance written notice to Waffle House's corporate management prior to the performance of any Work, and (ii) the date for the Work shall be limited to Monday through Thursday unless otherwise expressly approved by Waffle House's Property Management Department in its sole and absolute discretion. The address for such notices and approval requests is:

Waffle House, Inc.
Attention: Vice President of Property Management
5986 Financial Drive
Norcross, GA 30071.

4. City shall perform all Work in an efficient and timely manner so as to minimize inconvenience, disturbance, restriction, and disruption of Waffle House's business operations or Waffle House's customers or invitees. City shall use flagmen or other directional controls, if necessary, to ensure safe access to Waffle House's premises and to accommodate deliveries and distributions during the conduct of the Work.

5. The City and Waffle House acknowledge and agree that the "Waffle House" sign located on the Waffle House Property (the "Waffle House Sign") is inside the Easement area. The City further agrees that the Waffle House Sign shall remain undisturbed inside the Easement area throughout the duration of the Easement. In the event that the City, its contractors and/or agents need to disturb the Waffle House Sign, then the City, at its sole cost and expense, shall engage a qualified contractor approved by Waffle House (the "Contractor") to temporarily relocate the Waffle House Sign until the Work conducted in the area of the Waffle House Sign's original location is completed. Immediately upon completion of such Work, the City, at its sole cost and expense, shall have the Contractor return the Waffle House Sign to its original location and ensure that it is good working order. If the Waffle House Sign is damaged during such activity (or in

connection with any Work related to the Easement), the City, at its sole cost and expense, shall immediately replace the Waffle House Sign with another sign of equal size, height and condition.

6. On completion of any Work, City shall restore the Easement area to equal or better condition that it was in before the Work. City shall remove all debris, grade the Easement area, backfill all trenches, reseed, mulch, repair curb cuts, re-pave and stripe, as applicable, all areas disturbed by the Work.

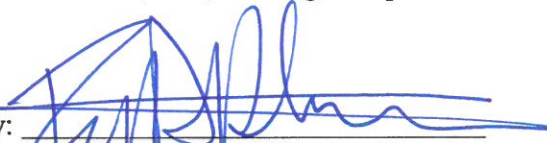
7. This Line List Agreement shall be governed by Oklahoma law.


8. This Line List Agreement is solely for the benefit of the parties hereto and no third parties shall benefit from its terms.

IN WITNESS WHEREOF, the parties have signed this Line List Agreement on the date last written below.

Waffle House, Inc., a Georgia corporation

City of Norman, Oklahoma

By: 

By: 

Name: Ryan D. Peterson

Name: MARK DANIELS

Title: VP Property Management

Title: UTILITIES ENGINEER

Date: 8/29/16

Date: 08-25-16

Approved _____
City Legal Department

PUBLIC WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Project 14039
Parcel No. 13A
Easement E-1516-36

THAT, Waffle House, Inc., in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a Public Water Line Easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A utility easement located in Lot One (1), Block One (1) of Spring Brook Addition, Section 10, an addition to the City of Norman, Cleveland County, Oklahoma according to the recorded plat thereof, and being more particularly described as follows:

*Commencing at the Most Northerly corner of said Lot 1;
Thence S 52°32'00" E along the Northeast line of said Lot 1 a distance of 25.49 feet to the Point of Beginning;
Thence continuing S 52°32'00" E along said Northeast line of said Lot 1 a distance of 33.14 feet;
Thence N 89°39'16" W a distance of 78.16 feet to a point on the West line of said Lot 1 and the beginning of a curve to the left, having a radius of 669.73 feet;
Thence continuing along said West line along said curve a distance of 10.07 feet through a central angle of 00°51'42" (chord bears N 02°20'11" E 10.07 feet);
Thence N 45°18'02" E continuing along said West line of said Lot 1 a distance of 14.04 feet;
Thence S 89°39'16" E a distance of 41.47 feet to the Point of Beginning.*

Containing 0.03 Acres (1,244 Square Feet) more-or-less.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public water line

SIGNED and delivered this 29th day of August, 2016.

Waffle House, Inc.

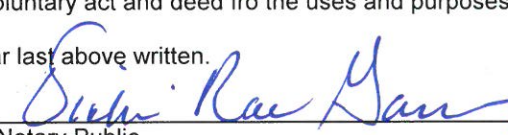
BY: 

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of August, 2016, personally appeared Ryan D. Peterson to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that Ryan D. Peterson executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.


Notary Public
My Commission Expires: 4/15/2018Commission No.: W-00206033

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

SEAL:

“Exhibit B”

Proposed Construction Schedule for City of Norman Project 14039 – Parcel 13A

Work to be performed Monday-Thursdays commencing on 8/29/16 and ending on or before 10/3/16. Contractor is allowing extra time than anticipated in the event of inclement weather conditions. Contractor is to follow the guidelines in the Line List Agreement and shall consider this his compliance with the 48 hour minimum notice of his intentions to proceed.

Construction Specifics

Contractor will dig a bore pit north of the sign and will not affect the sign. They will hand tunnel to the west under the road. They will install a 48-inch steel casing under the road. They can average 15-20 feet per day and the bore total is 70 feet. They will then install water line into casing and backfill and continue east off of the property. They do not plan to affect Waffle House more than by disturbing those 2-3 parking places near the bore pit. Most of the equipment can be on the grass towards the road Right of Way.

J/P: 14039
County: Cleveland
Parcel: 13A

RIGHT OF ENTRY/AUTHORIZATION TO PROCEED

Waffle House, Inc., on this 29th Day of August 20 16

Legal Description:

A utility easement located in Lot One (1), Block One (1) of Spring Brook Addition, Section 10, an addition to the City of Norman, Cleveland County, Oklahoma according to the recorded plat thereof, and being more particularly described as follows:

Commencing at the Most Northerly corner of said Lot 1;

Thence S 52°32'00" E along the Northeast line of said Lot 1 a distance of 25.49 feet to the Point of Beginning;

Thence continuing S 52°32'00" E along said Northeast line of said Lot 1 a distance of 33.14 feet;

Thence N 89°39'16" W a distance of 78.16 feet to a point on the West line of said Lot 1 and the beginning of a curve to the left, having a radius of 669.73 feet;

Thence continuing along said West line along said curve a distance of 10.07 feet through a central angle of 00°51'42" (chord bears N 02°20'11" E 10.07 feet);

Thence N 45°18'02" E continuing along said West line of said Lot 1 a distance of 14.04 feet;

Thence S 89°39'16" E a distance of 41.47 feet to the Point of Beginning.

Containing 0.03 Acres (1,244 Square Feet) more-or-less.

The undersigned owner(s) of said land hereby do/does give permission to The City of Norman, to enter upon said land(s) for the purpose of :

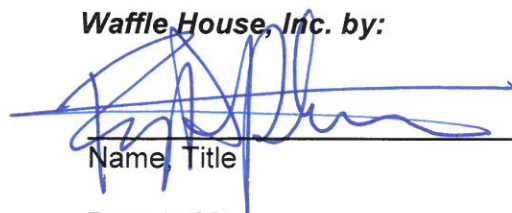
Commencing construction of a public water line and providing a safe work area for construction and all construction activities necessary to complete the project in accordance with attached Line List Agreement and Construction Schedule (Exhibit B)

Other terms or comments:

This Right-of-Entry does not waive the owner's right to just compensation as stated in the Offer Letter dated May 17, 2016. Public Water Line Easement E-1516-36 is pending approval and recordation in the Cleveland County Oklahoma Clerk's office.

Authorized occupant / Owner(s):

Waffle House, Inc. by:


Name Title

Ryan D. Peterson
VP Property Management

SUBSCRIBED and sworn to before me this 29th day of August, 2016.

Vicki Rae Garner

Notary Public

My commission expires: 4/15/2018

My Commission No: W-00206033
(SEAL)

