

RELOCATION AGREEMENT

THIS RELOCATION AGREEMENT (the "Agreement") is entered into this 24th day of April, 2013, by and between ONEOK Gas Transportation, LLC, a Delaware limited liability company ("ONEOK") and the City of Norman an Oklahoma municipality ("City").

WHEREAS, ONEOK is the successor and current owner of all rights, title and interest in and to that certain Right of Way Agreement dated May 14, 1942 which was filed May 22, 1942 and recorded in Book 98 at Page 5 of the records of the County Clerk of Cleveland County, Oklahoma and that certain Right of Way Agreement dated April 8th, 1942 which was filed April 16, 1942 and recorded in Book 97 at Page 357 of the records of the County Clerk of Cleveland County, Oklahoma subject to that Partial Release of Right of Way dated May 24, 1972 which was filed May 30, 1942 and recorded in Book 536 at Page 337 of the records of the County Clerk of Cleveland County, Oklahoma (collectively the "Easement") which Easement covers that certain property described on Exhibit A attached hereto (the "Easement Property").

WHEREAS, ONEOK is operating a twelve inch (12") natural gas pipeline (the "Pipeline") over and through a portion of the Easement which crosses Franklin Road, Norman, Oklahoma (the "Street") owned by City where the City intends to complete certain renovations in the area where the Pipeline crosses the Street as depicted and described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, City has requested ONEOK relocate the Pipeline within the Easement for which portions of such relocation will be within the Street and portions of such relocation will be within private property, and ONEOK has agreed to relocate the Pipeline, provided that City shall pay a proportionate share of the costs of such relocation as more particularly set out herein; and

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

1. Subject to the terms set out in this Agreement, ONEOK (or a subcontractor of ONEOK) agrees to relocate the Pipeline to a new site on the Easement Property as more specifically shown and described on Exhibit B attached hereto and made a part hereof (the "Pipeline Relocation Area"), the design and specifications for which shall be subject to ONEOK's discretion and approval. ONEOK will be responsible for that portion of the cost of the relocation within the existing public right of way (105 ft. out of 188 ft.) and City agrees to pay that portion of the relocation costs within private right of way (83 feet out of 188 ft.). ONEOK's total estimated cost to accomplish such relocation is \$392,633.00 and City's proportionate share is estimated to be \$173,347.00 (the "Estimate") as shown on the attached Exhibit C. City agrees to pay half of its proportionate share (Partial Payment) of the Estimate within 15 days of execution of this Agreement (said half being \$86,673.50). Notwithstanding the Estimate, City agrees to pay the total of its proportionate cost to relocate the Pipeline (including but not limited to materials, labor, reasonable overhead, insurance, incidentals, the cost of a double stopple and bypass to support flow, if necessary, and all other costs and expenses relating to its proportionate costs of the relocation of the Pipeline) (the "Final Cost"), less the Partial Payment within ten (10) days from written demand therefore, provided such demand shall be accompanied with such invoices, purchase orders or other documentation to reasonably evidence such Final Cost.

2. Subject to the terms set out in this Agreement, ONEOK agrees to move and relocate the Pipeline to the Pipeline Relocation Area. ONEOK further agrees to complete such relocation work in compliance with the applicable statutes, rules and regulations of all federal, state and local governmental entities having jurisdiction. ONEOK shall use reasonable efforts to keep City fully informed regarding the progress and status of the relocation work. ONEOK agrees to

commence the relocation upon the City of Norman's written notice to proceed and estimates that such work shall be substantially completed and operational within 270 days after such commencement, subject to adequate weather conditions and events of force majeure.

3. City hereby authorizes ONEOK and its contractors and representatives to enter upon the Street and surrounding area for the purpose of performing all work and construction activities necessary to relocate the Pipeline as contemplated by this Agreement.

4. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between ONEOK and City nor between any officer, employee, contractor or representative of ONEOK or City. No joint employment is intended or created by this Agreement for any purpose. ONEOK and City agree to so inform their respective employees, agents, contractors and subcontractors, who are involved in the implementation of or construction under this Agreement.

5. If any party defaults in the performance of any provision contained herein, the non-defaulting party shall have all remedies available at law or equity, including, without limitation, the remedy of specific performance, to the extent available. No remedy shall exclude any other remedy. All remedies shall be cumulative.

6. All notices and communications required or permitted to be given hereunder shall be in writing and mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to ONEOK:

ONEOK Gas Transportation, L.L.C.
100 West 5th Street
Tulsa, OK 74103
Attn: General Counsel

If to City:

Norman, OK

Attn:

Notice shall be deemed to have been given upon receipt or refusal.

7. Each party represents to the other that this Agreement and all documents to be executed in connection herewith, have been duly authorized, and each party has the corporate power necessary for, the execution and delivery of each of such documents and the performance of their respective terms and the individuals executing this Agreement and all other documents to be delivered hereto on behalf of the applicable party hereto have been duly appointed and authorized to do so.

8. This Agreement shall be construed under the laws of the State of Oklahoma.

9. This Agreement constitutes the entire agreement between the parties hereto.

10. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

11. Contemporaneously with the execution hereof, for no further permit fees or consideration, the City shall grant and does hereby grant to ONEOK all permits and approvals necessary for the construction, location, operation and maintenance of the Pipeline within the Street, as relocated pursuant to this Agreement.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED this 24th day of April, 2013.

"ONEOK"	"CITY"
ONEOK GAS TRANSPORTATION, L.L.C.	CITY OF NORMAN, OK
By: <i>Craig Forsander</i>	By:
Name: <i>Craig Forsander</i>	Name:
Title: <i>Vice President</i>	Title:



APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
 BY *[Signature]* DATE *5/9/13*

ATTEST:

 City Clerk

ACKNOWLEDGEMENTS

State of Oklahoma §
 County of Tulsa §

This instrument was acknowledged before me this 30th day of April, 2013, by Craig Ferrando as Vice President of ONEOK GAS TRANSPORTATION, L.L.C., on behalf of said Limited Liability Company.



Kristy L. Smith
 Notary Public

My commission expires: 8/14/13

State of Oklahoma §
 County of _____ §

This instrument was acknowledged before me this _____ day of _____, 2013, by _____ of CITY OF
 NORMAN, OK on behalf of said Municipality.

Witness my hand and official seal.

 Notary Public

My commission expires: _____

EXHIBIT A**Easement Property**

1. 63.9 acres being a tract of land in the West Half of Section 1, Township 9 North, Range 3 West described as follows: Beginning at a point 1051.2 ft. North of SW corner of said half section, thence easterly to a point 1061.1 ft North of SE corner of said half Section thence South 1061.1 ft. to SE corner of said Half Section, thence West 2635 ft. to SW corner of said half section, thence North 1051.2 ft to place of beginning, Cleveland County, Oklahoma.

2. Northwest Quarter of Section 12, Township 9 North, Range 3 West, Cleveland County, Oklahoma except as modified by the following release:

a. [Released] That part of the NW1/4 Section 12-9N-3W lying Easterly and Northerly of the AT & SF Railroad right of way, EXCEPT: A 66 foot right of way, 33 feet either side of the center line, beginning at the NE/c NW1/4 Section 12-9N-3W; thence West along the North line of said NW1/4 311.7 feet to the point of beginning; thence South 51° 45' West a distance of 167.3 feet; thence South 71° 41' West a distance of 1422.6 feet; thence South 58° 44' West a distance of 370.4 feet to a point on the Easterly right of way line of the AT & SF Railroad.

EXHIBIT B

Pipeline Relocation Area

See attached Plats



Exhibit C

See Attached Cost Estimate

**ONEOK
ESTIMATED GAS FACILITIES RELOCATION COST
FRANKLIN ROAD, NORMAN, OK
STATE PROJ. NO. 26635(04)**

MATERIAL COST:	QTY	UNIT COST	AMOUNT
12" 30" PIPE-STEEL, .375 WALL, 48.51#/FT, API-5L, A-63-B, 6MLS, BEV, AND	200 ft.	49.59	\$9,918
12" FITTING-STPL 500 D-89 W/BUNA-N O-RINGS	4 ea.	14,294.00	\$57,072
12" PLUG L-O-R W/SCARTED NIPPLE F/600# STOPPLE FITTING	4 ea.	3,109.00	\$12,436
12" KIT-BLIND FLANGE 500# RF W/STUDS, NUTS & GASKET	4 ea.	3,346.00	\$13,382
2" FITTING T-O-R, A-323 ONE CARBON STEEL & BUNNA	4 ea.	1,600.00	\$6,000
12" ELBOW-ST-WELD 48 DEG L/R STD GRADE B, 6MLS	4 ea.	892.77	\$3,572
12" CAP-STEEL-WELD .375	2 ea.	117.59	\$236
12" NIPPLE-TRANSITION 1/2-42, .375 WALL-.380 WALL 70.59#/FT	2 ea.	500.00	\$1,000
4"x6" WRAP-PIPE, MICROCRYSTALLINE #2 WAX, BROWN	60 ea.	9.11	\$547
PRIMER-TEMCOAT 300 PRIMER	4 gal.	28.35	\$118
COATING-PIPE, LIQUID EPOXY, HIGH BUILD, TWO PART KIT, 2LT	3 ea.	48.25	\$139
MISC. MATERIAL			\$29,835
TOTAL ESTIMATED MATERIAL COST			\$125,265
INSTALLATION COST:			AMOUNT
Stores Expense			\$32,457
Contract Labor			\$19,800
Contract Design & Drafting Services			\$8,369
Company Labor			\$11,085
Indirect Labor, Payroll, Insurance, and Taxes			\$4,550
Automotive Expense			\$2,597
Right of Way Damages			\$1,500
TOTAL			\$260,473
Administrative and General Expense			\$66,619
Omissions and Contingencies			\$49,064
ESTIMATED INSTALLATION COST			\$257,791
ESTIMATED MATERIAL COST			\$125,265
ESTIMATED ABANDONMENT COST			\$9,577
TOTAL ESTIMATED RELOCATION COST			\$392,633

FINANCIAL RESPONSIBILITY

Total within Private Right of Way = 83 ft.
Total within Public Right of Way = 106 ft.

<u>City Share</u> 83 ft. within additional required ROW	44.16%	=	\$173,347
166 ft. within total required ROW			
<u>ONEOK Share</u> 106 ft. within present public ROW	25.65%	=	\$219,286
166 ft. within total required ROW			

Operations Engineer(Brandon Johnson)

Prepared By:
Utility Design Services Inc. (Shelby Baughn)
4/2/2013