

STATE OF OKLAHOMA

LINE "VO"

COUNTY OF CLEVELAND

TRACT NO. T-23589A & 23672

ENCROACHMENT AGREEMENT

THIS AGREEMENT, entered into by and between **SOUTHERN STAR CENTRAL GAS PIPELINE INC.**, formerly Williams Gas Pipelines Central, Inc., Williams Natural Gas Company, Northwest Central Pipeline Corporation and Cities Service Gas Company, a Delaware corporation with its principal place of business being 4700 KY Highway 56, PO Box 20010, Owensboro, Kentucky 42304, hereinafter referred to as "Company", and the City of Norman, Oklahoma, Cleveland County, Oklahoma, a Oklahoma Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, Company is the owner of a 20 inch natural gas pipeline and an easements therefore covering the South 200 feet of a tract in the Southwest Quarter of Section 10, T8N, R2W, according to that certain pipeline Right of Way contract dated August 28, 1953, recorded in Book 212 at Page 22, and that certain Agreement and Partial Release dated March 27, 1986 recorded in Book 1933 at Page 484 of the records of the County Clerk's Office of Cleveland County, Oklahoma; and that certain pipeline Right of Way contract dated September 21, 1953, covering a part of the Northwest Quarter of Section 15, T8N, R2W, recorded in Book 212 at Page 273, all easements recorded in the office of the County Clerk of Cleveland County, Oklahoma; and

WHEREAS, City is the owner of the Street Right of Way for Cedar Lane Road located in the Southwest Quarter of Section 10 and the Northwest Quarter of Section 15 both in T8N, R2W, Cleveland County, Oklahoma;

WHEREAS, the City proposes to develop, widen, change the grade of, install drainage and traffic signal structures for said Cedar Lane Road in such a manner as to encroach on Company's easement rights at station 72+75 as referenced in drawings for City Street federal aid project No. JP29261(04) sheet No. 35, prepared by Cardinal Engineering, Inc.

WHEREAS, under the terms of this agreement Company is willing to permit the street improvements across its pipeline right-of-way at the above referenced location under the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, Company and City agree as follows:

1. Company will allow additional fill to be placed over its pipeline at road stationing 72+75.
2. Company will allow the construction of the sidewalk over its pipeline at road stationing 72+75.
3. City agrees not to erect, construct, or create any other improvements, structures, or obstructions of any kind either on, above or below the surface of the ground on Company's easement, or cause or permit these things to be done by others, without the express, written permission of Company.
4. Company in no way subordinates or relinquishes any of its rights by allowing said encroachments within its pipeline easement. In the event that during the exercise of its easement rights to construct, maintain and operate the pipeline and appurtenances, Company or its contractors destroy or damage the encroachments herein permitted, all such damage to said permitted items shall be the sole responsibility of City, unless Company is negligent in such actions.

CONTRACT NUMBER K-1213-191

5. City agrees that the construction of the proposed drainage structure shall not at any point be closer than thirty three (33) feet to the center line of Company's above mentioned natural gas pipeline and shall inform Company of any construction activities 48 hours in advance at Company's office located at Edmond, Oklahoma Phone 405-844-5600.
6. To the extent permitted by law, the City agrees to indemnify save and hold Company, its parent and affiliates, and the employees, officers, directors and agents thereof, harmless from and against any loss, cost or expense incurred by Company, including without limitation losses resulting from claims for damages to property or injuries to or deaths of persons, judgments, court costs and attorney' fees which arise out of, or are claimed to have arisen out of the construction, maintenance or other operations of City, their contractors and subcontractors, on the Company easement upon City property, unless such loss, cost or expense is proximately caused by the sole negligence of Company, its contractors and or subcontractors.
7. Prior to commencement of construction of the above reference work, the General Contractor selected by City shall provide Company certificates of insurance expressly naming Southern Star Central Gas Pipeline, Inc., as an additional insured and evidencing coverage in the amount of One Million Dollars (\$1,000,000.00) general liability, One Million Dollars (\$1,000,000.00) auto liability, and One Million Dollars (\$1,000,000.00) workers compensation and employers liability insurance for the construction area described herein, and containing thirty (30) days prior written notice of cancellation.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year indicated below our signatures.

CITY OF NORMAN

BY: _____
Cindy S. Rosenthal, Mayor

Date: _____

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.


BY: _____
Robert S. Bahnick, Sr. Vice President
Vice President & Chief Operations Officer

Date: _____

CONTRACT NUMBER K-1213-191

CITY OF NORMAN

Approved as to form and legality this 23 day of May, 2013.



City Attorney

Approved by the City of Norman this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor

ACKNOWLEDGEMENT FOR CITY

STATE OF OKLAHOMA)
) SS
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this _____ day of _____, 2013, personally appeared Cindy S. Rosenthal, who being duly sworn, did say that she is the Mayor of Norman, Oklahoma, a Oklahoma Municipal Corporation, and that said instrument was signed on behalf of said city by authority of its City Council, said Cindy S. Rosenthal, acknowledged said instrument to be the free act and deed of said City.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

(Seal)

Notary Public

My Commission Expires: _____, _____.

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF KENTUCKY)
) SS
COUNTY OF DAVIESS)

Before me, the undersigned, a Notary Public duly commissioned in and for the county and state aforesaid, on this _____ day of _____, 2013, personally appeared Robert S. Bahnick, who being by me duly sworn, did say that he is the Vice President and Operations Officer of SOUTHERN STAR CENTRAL GAS PIPELINE, Inc., a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Robert S. Bahnick acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public

(Seal)

My Commission Expires: _____, _____.