

**AGREEMENT
GAS FACILITIES RELOCATION
JASPER STREET AND ASPEN AVE, INTERSECTION
CITY OF BROKEN ARROW PROJECT NUMBER ST20311
TULSA COUNTY**

Oklahoma Natural Gas Company, a Division of ONE Gas, Inc., hereinafter called "Company," owns various medium-pressure natural gas pipelines within the construction limits of the referenced project in the City of Broken Arrow, Tulsa County, Oklahoma, which Company utilizes in the discharge of its duties as a public service corporation.

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on May 14, 2024. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be \$111,176 all of which is to be reimbursed to Company by City.

City by accepting the proposal agrees that City shall reimburse Company for its share of the total actual relocation costs, said costs being arrived at in the same manner as used in Company's estimated cost of the project attached hereto.

Such relocation costs will be based upon, but not necessarily limited to, material suppliers', work contractors', and equipment-rental invoices; and at then-current rates and prices, company's transfer and stores expense charges for warehoused materials; payroll time sheets; indirect labor charges; auto, truck, and equipment use records; expense statements; and standard allocated overhead charges. Company's award of and payment for contracted work will be based upon competitive bids or continuing contract, whichever appears to the Company will be most practical and economical.

It is further understood, and City by accepting this proposal agrees, that City will reimburse the Company in accordance with this agreement within thirty (30) days after the said relocation work has been completed and Company's statement for City's costs thereof has been submitted. Company agrees that in the event Company should determine prior to commencement of construction that the revised estimated amount of the reimbursement by the City may exceed the estimated cost as stated herein, Company shall notify the City of such determination in writing. City shall have the right to terminate this agreement within ten (10) days of receipt of such said written notice. If City elects to so terminate, City shall pay Company the City's share of any engineering cost incurred to date of termination. If the City does not terminate the agreement within the ten (10) days, it shall remain in full force and effect.

The Company by agreeing to or by abandoning, relocating, or modifying any of its facilities pursuant to this agreement shall not thereby be deemed to have abandoned, modified, released, or otherwise destroyed any of its rights existing at the time of the execution of this agreement under valid and subsisting private right-of-way easements granted to, obtained by or through condemnation, or otherwise vested in the Company unless the Company shall have released same by written instrument.

Further, should the Company in the course of relocating the above-described facilities relocate any of such facilities presently located on private right-of-way onto public right-of-way, the Company shall be deemed in respect to such

facilities to have retained sufficient easement and other rights such that if said facilities are encompassed within any future governmental project requiring relocation, adjustment, or abandonment of such facilities, that the Company shall be entitled to reimbursement for the cost of such relocation, adjustment, or abandonment from the governmental agency requiring the same; provided, however, this provision shall not be construed as requiring reimbursement by the City of Broken Arrow except when such relocation, adjustment, or abandonment is required for a project of the City of Broken Arrow.

Any changes made by the City in this proposal as submitted by the Company shall be subject to the written acceptance thereof by the Company before there is any binding contract between the parties.

City by accepting this proposal warrants that it now has or will have unencumbered funds available with which to pay the relocation costs to the extent herein above provided.

If this proposal is not accepted by the City within one (1) year from the date of this letter, this proposal shall automatically terminate and thereafter shall not be subject to acceptance by the City unless the proposal is reinstated by Company.

Company respectfully requests that the City of Broken Arrow agree to the terms of this proposal by signing in the space provided below and returning one executed copy to us.

ATTEST: **OKLAHOMA NATURAL GAS COMPANY,
A DIVISION OF ONE Gas, INC.**

Secretary - Brian Shore

By: _____
Vice President of Operations – David Williams

Date: _____

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this _____ day of _____, 2024.

ATTEST: **CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION**

City Clerk – Deputy

Mayor

APPROVED as to form and legality

City Attorney

OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST

ASPEN AND JASPER INTERSECTION (COBA# ST20311) / State Job # 36587(04)
 CITY OF BROKEN ARROW
 9/23/2024

Pipe Footage in Private Easement	=	138	ft
Pipe Footage in Public Easement	=	418	ft
Total Project Footage	=	556	ft
Estimated Project Cost (Like Kind and Size)	=	\$448,006	
Estimated Project Cost (Actual Installation)	=	\$516,622	
Betterment (Actual - Like Kind and Size)	=	\$68,616	

Breakdown of Estimated Project Cost Like Kind and Size				
ONG Share	+	Entity Share	=	Total
418	+	138	=	556
<u>556</u>	+	<u>556</u>	=	<u>556</u>
75.18%	+	24.82%	=	100.00%
\$336,830	+	\$111,176	=	\$448,006

Betterment Cost Allocation				
Sub-Total Estimated Cost	=	Entity Share	+	Betterment
Total Estimated ONG Cost	=	\$336,830	+	\$68,616 = \$405,446
Total Estimated Entity Cost	=	\$111,176	+	\$0 = \$111,176
Total Estimated Cost of Actual Replacement				= \$516,622

Composite Percentage of Project				
ONG SHARE	=	<u>\$336,830</u>	=	65.20%
		<u>\$516,622</u>		
ONG BETTERMENT	=	<u>\$68,616</u>	=	13.28%
		<u>\$516,622</u>		
ENTITY SHARE	=	<u>\$111,176</u>	=	21.52%
		<u>\$516,622</u>		

Cost Summary Report

CUE Number	44739
CUE Description	BABA - ONG BROKEN ARROW 055 NDU - Aspen Ave (145th) and Jasper (131st) Intersection (COBA# ST20311)
CUE Status	SUBMITAFE
Parent WO	2024-1001192224
Capital Project Number	
Project Function	055
Version Number	1
Version Description	Actual Install
Version Estimate Type	DESIGN
Version Estimate Status	SUBMITAFE
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Jul 24, 2024
Target Finish Date	Jul 24, 2025

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
<i>Install Cost</i>	11474.43	352333.09	3396.43	257.13	149161.08	0.00	516622.16	0.00	516622.16
<i>SubTotal</i>	11474.43	352333.09	3396.43	257.13	149161.08	0.00	516622.16		516622.16

Table 2

WP #	Task Number	WP Description	Materials & Consumables			Labor Breakdown		Overheads			Total Costs	
			Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH		Vehicle OH
20	CU	Mainline Labor	0	0.00	0.00	1207.20	351125.89	0.00	257.13	144456.57	0.00	497046.79
10	CU	MainLine Material	11,474.43	0.00	0.00	0.00	0.00	3396.43	0.00	4704.51	0.00	19575.37
<i>SubTotal</i>			11,474.43	0.00	0.00	1,207.20	351,125.89	3,396.43	257.13	149,161.08	0.00	516,622.16

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		9	6	EACH	340000323
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		12.69	1	EACH	340000215
10	I			CONTRACT	0	ELBOW,6 IN IPS,MDPE,BUTT FUSION,90 DEG,DR 11,80 PSIG,ASTM D2513		406	20	EACH	340000370
10	I			CONTRACT	0	CAP,END,6 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		11.8	1	EACH	340000090
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		5.5	2	EACH	340000345
10	I			CONTRACT	0	REDUCER,6 IN IPS X 4 IN IPS,MDPE,BUTT FUSION,DR 11,80 PSIG,ASTM D2513		49.5	3	EACH	340000470
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		21.5	5	EACH	340000080
10	I			CONTRACT	0	COUPLING,6 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		875.71	11	EACH	340000241

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE,4 IN IPS X 2 IN IPS,TAPPING,HIC VOLUME,MDPE,E FUSION,DR 11,1.88 IN CUTTER,100 PSIG,ASTM D2513,NO SLEEVE		104.9	1	EACH	340000625
10	I			CONTRACT	0	TEE,6 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		44	2	EACH	340000710
10	I			CONTRACT	0	WIRE,SOLID,10 GA,THWN,COPPE 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		216	900	FEET	342000080
10	I			CONTRACT	0	TEE,6 IN IPS X 2 IN IPS,TAPPING, HIGH VOLUME,MDPE,E FUSION,100 PSIG,ASTM D2513,BUTT FUSION OUTLET (GFCP)		78.49	1	EACH	340000635
10	I			CONTRACT	0	MARKER BALL, 1405 XR,4 IN DIA,PASSIVE TUNED,SELF LEVELING,ANTEI IN WATER RESISTANT,POL SHELL, YELLOW,I DEPTH 5 FT		61.2	4	EACH	300000001

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,† REGRIND ALLOWED,ASTM D2513,YELLOW		12.3	30	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE MDPE,STICK, 2.00 IN IPS,DR 11,20 FT STICKS,0.216 IN WALL,BIMODAL,† REGRIND ALLOWED,ASTM D2513,YELLOW		10.2	10	FEET	330000045
10	I	37600	1590060	CONTRACT	0	PIPE MDPE,STICK, 6.00 IN IPS,DR 11.5,40 FT STICKS,0.576 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		1526	200	FEET	330000075
10	I	37600	1590060	CONTRACT	0	PIPE MDPE,COIL,6.00 IN IPS,DR 11.5,500 FT COIL,0.576 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		5544	700	FEET	330000080
10	I	37600	1832060	CONTRACT	0	VALVE,BALL,6 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		2248.64	4	EACH	340000920

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE, 4 IN IPS X 0.750 IN IPS, TAPPING, M 0.80 IN CUTTER, ASTM D2513, BUTT OUTLET, W/ 12 IN SLEEVE, W/ ALCOHOL WIPE		107.76	6	EACH	340000603
10	I			CONTRACT	0	VALVE, IDENTIFIC TUBE, HEIGHT 60 IN, ABS, YELLOW LID STAMPED GAS VALVE BALL PLASTIC, 1/4 TURN, HANDLEY,		129.24	4	EACH	070000115

Cost Summary Report

CUE Number	44739
CUE Description	BABA - ONG BROKEN ARROW 055 NDU - Aspen Ave (145th) and Jasper (131st) Intersection (COBA# ST20311)
CUE Status	SUBMITAFE
Parent WO	2024-1001192224
Capital Project Number	
Project Function	055
Version Number	2
Version Description	Like Kind and Size
Version Estimate Type	DESIGN
Version Estimate Status	ESTIMATED
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Jul 24, 2024
Target Finish Date	Jul 24, 2025

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
<i>Install Cost</i>	5060.21	311429.90	1497.82	257.13	129760.94	0.00	448006.00	0.00	448006.00
<i>SubTotal</i>	5060.21	311429.90	1497.82	257.13	129760.94	0.00	448006.00		448006.00

Table 2

WP #	Task Number	WP Description	Materials & Consumables			Labor Breakdown		Overheads			Total Costs	
			Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH		Vehicle OH
20	CU	Mainline Labor	0	0.00	0.00	1207.20	310222.70	0.00	257.13	127686.26	0.00	439373.29
10	CU	MainLine Material	5,060.21	0.00	0.00	0.00	0.00	1497.82	0.00	2074.68	0.00	8632.71
<i>SubTotal</i>			5,060.21	0.00	0.00	1,207.20	310,222.70	1,497.82	257.13	129,760.94	0.00	448,006.00

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		9	6	EACH	340000323
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		12.69	1	EACH	340000215
10	I			CONTRACT	0	ELBOW,4 IN IPS,HDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		316	20	EACH	340000369
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		25.8	6	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		149.38	11	EACH	340000235
10	I			CONTRACT	0	TEE,4 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		17	2	EACH	340000705
10	I			CONTRACT	0	WIRE,SOLID,10 GA,THWN,COPPE 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		216	900	FEET	342000080
10	I			CONTRACT	0	MARKER BALL, 1405 XR,4 IN DIA,PASSIVE TUNED,SELF LEVELING,ANTEI IN WATER RESISTANT,POL SHELL,YELLOW,I DEPTH 5 FT		61.2	4	EACH	300000001

Cost Summary Report

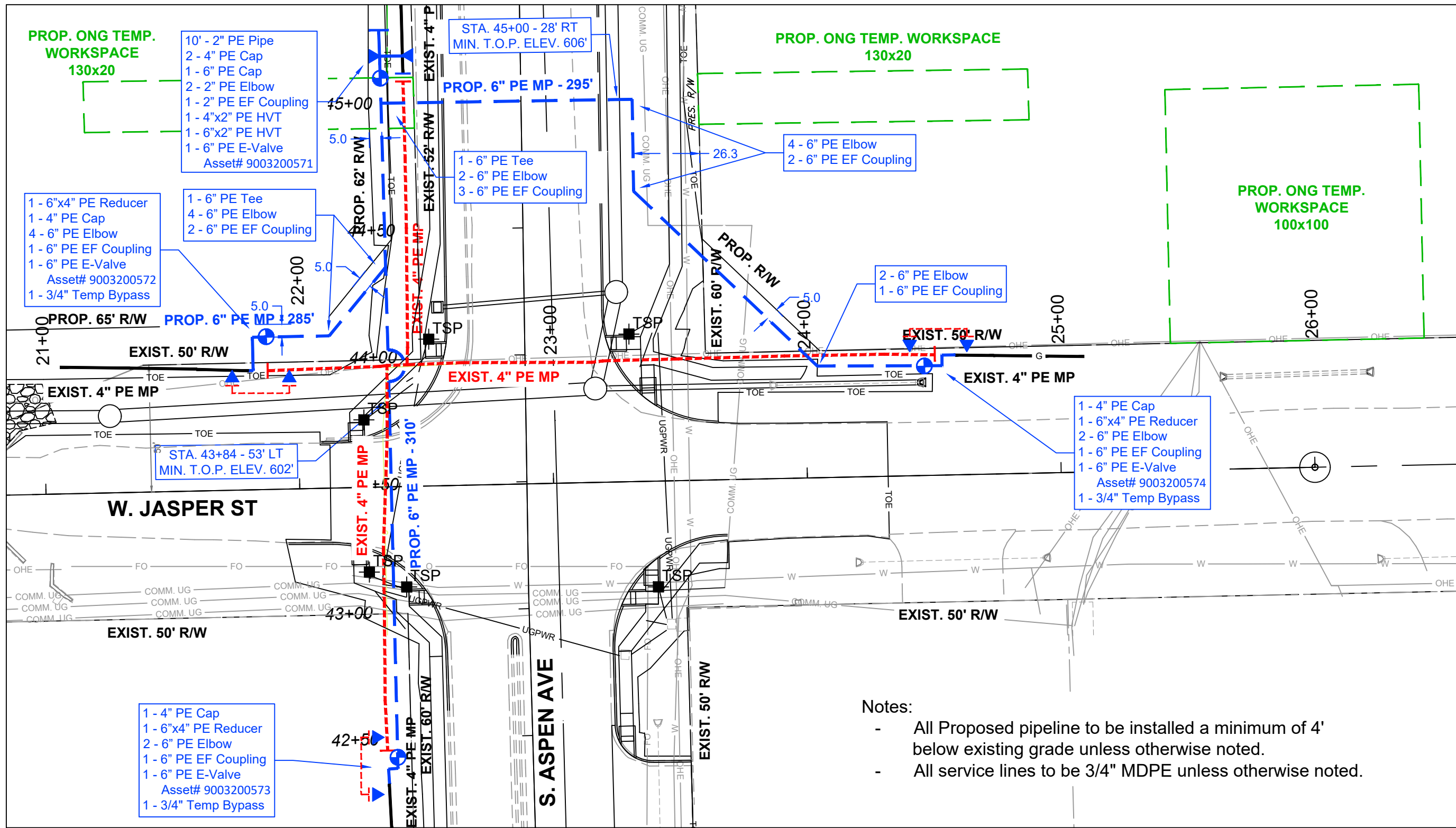
Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,↑ REGRIND ALLOWED,ASTM D2513,YELLOW		12.3	30	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,↑ REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		10.2	10	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		704	200	FEET	330000060
10	I	37600	1590040	CONTRACT	0	PIPE,MDPE, PRETEST,4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		2023	700	FEET	330000061
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		1266.64	4	EACH	340000905

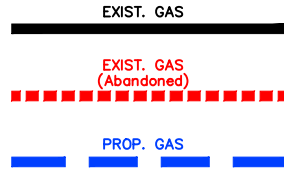
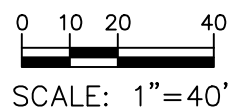
Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE, 4 IN IPS X 0.750 IN IPS, TAPPING, M 0.80 IN CUTTER, ASTM D2513, BUTT OUTLET, W/ 12 IN SLEEVE, W/ ALCOHOL WIPE		107.76	6	EACH	340000603
10	I			CONTRACT	0	VALVE, IDENTIFIC TUBE, HEIGHT 60 IN, ABS, YELLOW LID STAMPED GAS VALVE BALL PLASTIC, 1/4 TURN, HANDLEY,		129.24	4	EACH	070000115



- Notes:
- All Proposed pipeline to be installed a minimum of 4' below existing grade unless otherwise noted.
 - All service lines to be 3/4" MDPE unless otherwise noted.





OKLAHOMA NATURAL GAS
A Division of ONE Gas

MISSION
Providing reliable natural gas services to customers in Oklahoma.

VISION
The customer's choice.

CORE VALUES
Ethics • Quality • Loyalty
Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

ODOT

**INTERSECTION IMPROVEMENTS
JASPER ST AND ASPEN AVE
STATE JOB NO. 36587(04)**

DESIGNED	S.H.	SURVEY	NONE	DATE	6/11/24
DRAWN	SJBII	JO#		SCALE	AS SHOWN
CHECKED				SHEET NO.	1
FILE NO.		DWG. NO.		OF	1



M-OK-168057

RIGHT OF WAY AGREEMENT

FORM 428 (1-00)

6849 2384

THIS AGREEMENT, made and entered into by and between CELINDA D. DYER and RICHARD D. DYER,

CO TRUSTEES (or successors) of The CELINDA D. DYER TRUST dated October 5, 1998

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 \$ 10.00 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 TULSA State of OKLAHOMA, and more particularly identified and described as follows, to-wit:

The East 10 ft. of that part of the North 312 ft. of the South 362 ft. of the E/2 SE/4 SE/4 SE/4 Sec.4-T17N-R14E, that is parallel and adjoining the new and relocated West R/W line of Aspen Ave. (145th E. Ave.).

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 11th day of OCTOBER 2002.

THE CELINDA D. DYER TRUST

Celinda D Dyer
TRUSTEE
Richard D Dyer

Notary to:
ONG
R/W Department
Box 871
Tulsa, OK 74102-0871

TRUSTEE;
(Individual[s])

STATE OF _____ }
COUNTY OF _____ } ss.

ENTERED 10-24-02

SCANNED _____

INDEXED _____

This instrument was acknowledged before me on the _____ day of _____, by _____ and _____

My Commission Expires: _____

NOTARY PUBLIC



Negotiated by DAVID J. RENTFROW

Rods 20
137600

Line Broken Arrow Dist J.O.021.055.2112.010027 R/W# _____

At: Oneok Ave, PO Box 871, Tulsa OK 74102

(Individual[s])

STATE OF _____
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ and _____

My Commission Expires: _____

NOTARY PUBLIC

STATE OF _____
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ and _____

My Commission Expires: _____

NOTARY PUBLIC

(Non-Individual)*

STATE OF OKLAHOMA
COUNTY OF DEWELP } ss.

This instrument was acknowledged before me on the 11th day of OCTOBER, 2002, by Celinda D. Dyer as Co-Trustees of the Celinda D. Dyer Trust dated October 5, 1998

My Commission Expires: 4/7/2005

D. J. Ruffow 01007418
NOTARY PUBLIC

STATE OF _____
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ as _____ of _____

a(n) _____

My Commission Expires: _____

NOTARY PUBLIC

STATE OF _____
COUNTY OF _____ } ss.

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ as _____ of _____

a(n) _____

My Commission Expires: _____

NOTARY PUBLIC

* (When completing a non-individual acknowledgment, note name of person executing the easement, title of such person, name of corporation or other entity granting easement and form of entity.)

5849 2385

FORM 428 11-59

RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA
TULSA COUNTY

FILED OR RECORDED

JUL 23 8 58 AM '69

CLYDE WHITEHERRINGER
COUNTY CLERK

THIS AGREEMENT, made and entered into by and between D. G. Dyer and Bessie D. Dyer

husband and wife

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a 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 Tulsa

State of Oklahoma, and more particularly identified and described as follows, to-wit: the East 50' of the south 462 feet of the SouthEast SouthEast, section 4, R. 17N, T 14 E

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, said damages are to be 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 16 day of July, 1969

D. G. Dyer
D. G. Dyer

Bessie D. Dyer
Bessie D. Dyer

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 16 day of July, 1969, personally appeared D. G. Dyer and Bessie D. Dyer, husband and wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires Sept. 14, 1971

J. R. Lillard
Notary Public

RECORDING DATA



Return to:
OKLAHOMA NATURAL GAS COMPANY
Land & Geological Department
Box 871,
Tulsa, Oklahoma

Negotiated by J. R. Lillard

Rods 28

Line Service Line "C" J.O. 515-13-66
to Dom. Cons.

R/W#

Entered _____ Indexed _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of
_____, 19____, personally appeared _____

to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instru-
ment as its _____ 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 of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, the day and year last above written.

My Commission Expires _____

Notary Public.

285388

FORM 42B 11-59

BOOK **3630** PAGE **450**

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Bessie D. Dyer and D. G. Dyer, her husband

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$ 100 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 Tulsa

State of Oklahoma, and more particularly identified and described as follows, to-wit:

The E 1/2 SE 1/4 SE 1/4 SE 1/4 of Section 4, Township 17 North, Range 14 East.

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, said damages are to be 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 13th day of AUGUST, 1965.

Bessie D. Dyer
Bessie D. Dyer

D. G. Dyer
D. G. Dyer

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

OCT 1 11 55 AM '65

Clyde Whittier
CLYDE WHITTIER
COUNTY CLERK

STATE OF Oklahoma

COUNTY OF Tulsa

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 13 day of August, 1965, personally appeared Bessie D. Dyer and D. G. Dyer, her husband

to me known to be the identical person s who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

J. R. Lillard
Notary Public

My Commission Expires Sept. 14, 1967

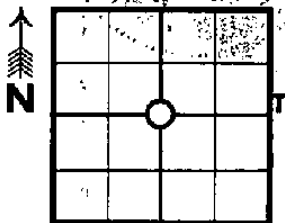
RECORDING DATA



Negotiated by J. R. Lillard Rods 20

Line Service Line "C" J. O. 515-19-55 R/W#
to Domestic Consumers

Entered _____ Indexed JL



STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal. _____
Notary Public.
My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal. _____
Notary Public.
My Commission expires _____

285888
E-7

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal. _____
Notary Public.
My Commission expires _____

DIRECT
INDIRECT

STATE OF _____ }
COUNTY OF _____ } ss.

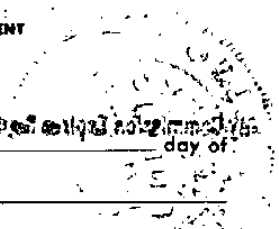
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its _____ 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 of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written. _____
Notary Public.
My Commission Expires _____

CORPORATION ACKNOWLEDGMENT

Return to:
OKLAHOMA NATURAL GAS COMPANY
Land & Geological Department
Box 871,
Tulsa, Oklahoma



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