

**AGREEMENT
GAS FACILITIES RELOCATION
Tucson (121st) and Aspen (145th) Int. (ONG Ph. 1.2 MP)
CITY OF BROKEN ARROW PROJECT NUMBER ST2031 Ph. 2
TULSA COUNTY**

Oklahoma Natural Gas Company, a Division of ONE Gas, Inc., hereinafter called "Company," owns various 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 April 17, 2025. 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 \$135,584 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:

Brian Shore

Signature ID: SMOCEWBPEN
Secretary - Brian Shore

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

By: David Williams

Signature ID: OGDCEFC3P5M
Vice President of Operations – David Williams

Dated: 05/26/2025 PDT

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this _____ day of _____, 2025.

ATTEST:

**CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION**

City Clerk – Deputy

Mayor

APPROVED as to form and legality

D. Graham Parker

City Attorney

OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST

Tucson and Aspen Intersection (COB# ST2031) - MP
CITY OF BROKEN ARROW
5/20/2025

Pipe Footage in Private Easement	=	602	ft
Pipe Footage in Public Easement	=	383	ft
Total Project Footage	=	985	ft
Estimated Project Cost (Like Kind and Size)	=	\$221,887	
Estimated Project Cost (Actual Installation)	=	\$221,887	
Betterment (Actual - Like Kind and Size)	=	\$0	

Breakdown of Estimated Project Cost Like Kind and Size				
ONG Share	+	Entity Share	=	Total
383	+	602	=	985
985	+	985	=	985
38.90%	+	61.10%	=	100.00%
\$86,303	+	\$135,584	=	\$221,887

Betterment Cost Allocation					
Sub-Total Estimated Cost	=	Entity Share	+	Betterment	
Total Estimated ONG Cost	=	\$86,303	+	\$0	= \$86,303
Total Estimated Entity Cost	=	\$135,584	+	\$0	= \$135,584
Total Estimated Cost of Actual Replacement					= \$221,887

Composite Percentage of Project					
ONG SHARE	=	$\frac{\$86,303}{\$221,887}$	=		38.90%
ONG BETTERMENT	=	$\frac{\$0}{\$221,887}$	=		0.00%
ENTITY SHARE	=	$\frac{\$135,584}{\$221,887}$	=		61.10%



Cost Summary Report

CUE Number		47826
CUE Description	ONG BROKEN ARROW 055 NDU - Tucson (121st) and Aspen (145th) Int. (COBA# ST2031 Ph. 2, ONG Ph. 1,2 MP)	
CUE Status	AFEAPPR	
Parent WO	2025-1000475061	
Capital Project Number	021.055.2980.010408	
Project Function	055	
Version Number	1	
Version Description	Actual Install	
Version Estimate Type	DESIGN	
Version Estimate Status	AFEAPPR	
Estimator ID	OKE12478	
Estimator Name	Hubbard, Shane M.	
Cost Center	2980	
Project Funding Number	021.055.2989.FP010001	
Funding Type	NDU	
Target Start Date	Mar 13, 2025	
Target Finish Date	Mar 13, 2028	

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	3349.17	164021.84	736.81	220.92	53558.71	0.00	221887.45	0.00	221887.45
Sub Total	3349.17	164021.84	736.81	220.92	53558.71	0.00	221887.45		221887.45

Table 2

		Materials & Consumables				Labor Breakdown				Overheads		Vehicle OH	Total Costs
WP #	Task Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH				
20	CU Mainline Labor	0	0.00	0.00	1207.20	162760.69	0.00	220.92	52469.72			0.00	216658.53
10	CU Mainline Material	3,349.17	0.00	0.00	0.00	53.95	736.81	0.00	1088.99			0.00	5228.92
Sub Total		3,349.17	0.00	0.00	1,207.20	162,814.64	736.81	220.92	53,558.71			0.00	221,887.45



Cost Summary Report

Table 3 - Materials Detail

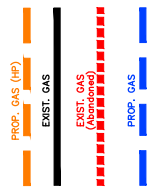
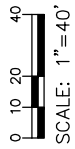
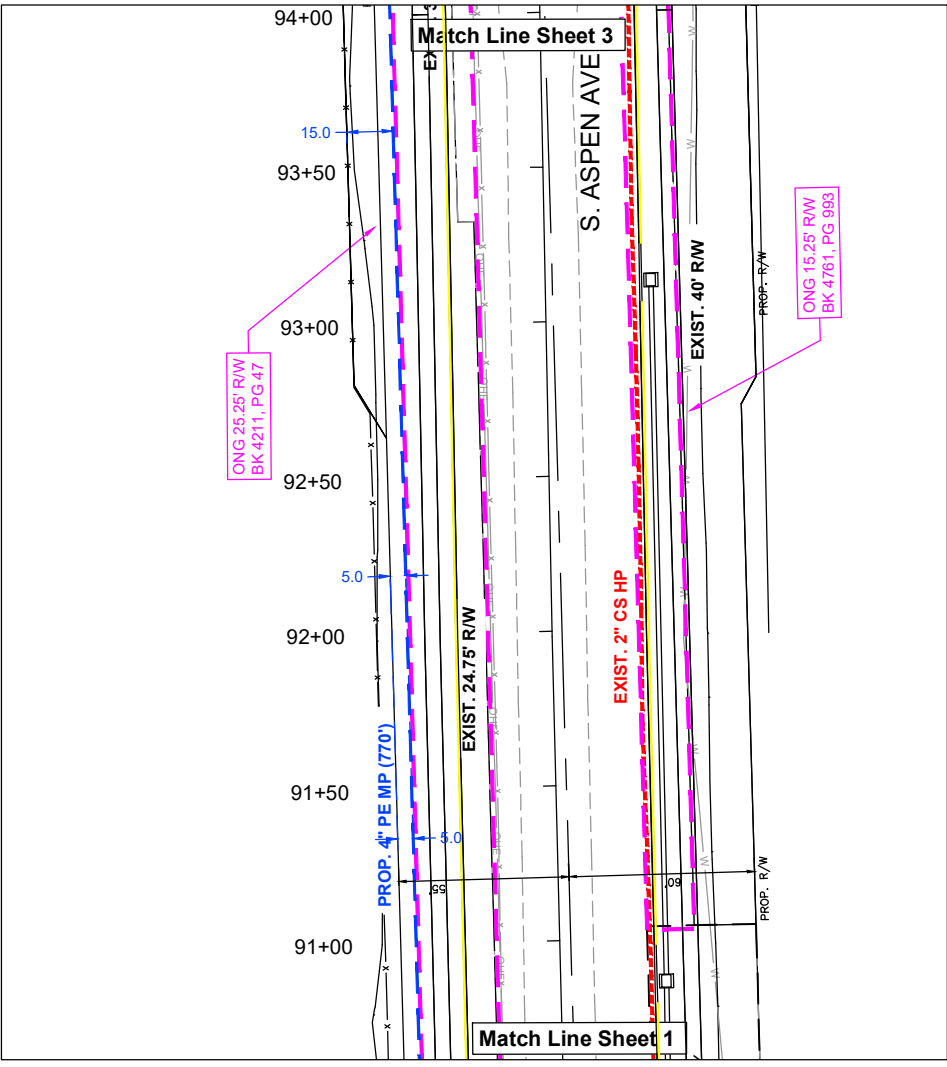
Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		3	2	EACH	340000323
10	I			CONTRACT	0	CAP,END 4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		4.3	1	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		30.26	2	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		29.6	4	EACH	340000365
10	I			CONTRACT	0	WIRE, SOLID, 10 GA, THWN, COPPER, YELLOW, 30 MILL, 1000 FT, HIGH, TRACER, BURIED GAS PIPELINE		207.9	770	FEET	342000081
10	I			CONTRACT	0	TRANSITION,4 IN X 4 IN IPS,ST X PE,WE X FUS, 0.391 IN WT,DR, 11.5,MD,FBE,W/ TRACER		54.55	1	EACH	110000255
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		8.2	20	FEET	330000020



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	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		140.8	40	FEET	330000060
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,COIL,4.00 IN IPS,DR 11.5,500 FT COIL,0.395 IN WALL,NO REGRIND ALLOWED,ASTM D2513, YELLOW		2787.4	770	FEET	330000065
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		83.16	4	EACH	3400000603





OKLAHOMA NATURAL GAS
A Division of ONE Gas

MISSION
Providing reliable natural gas services to customers in Oklahoma.

VISION
The customer's choice.

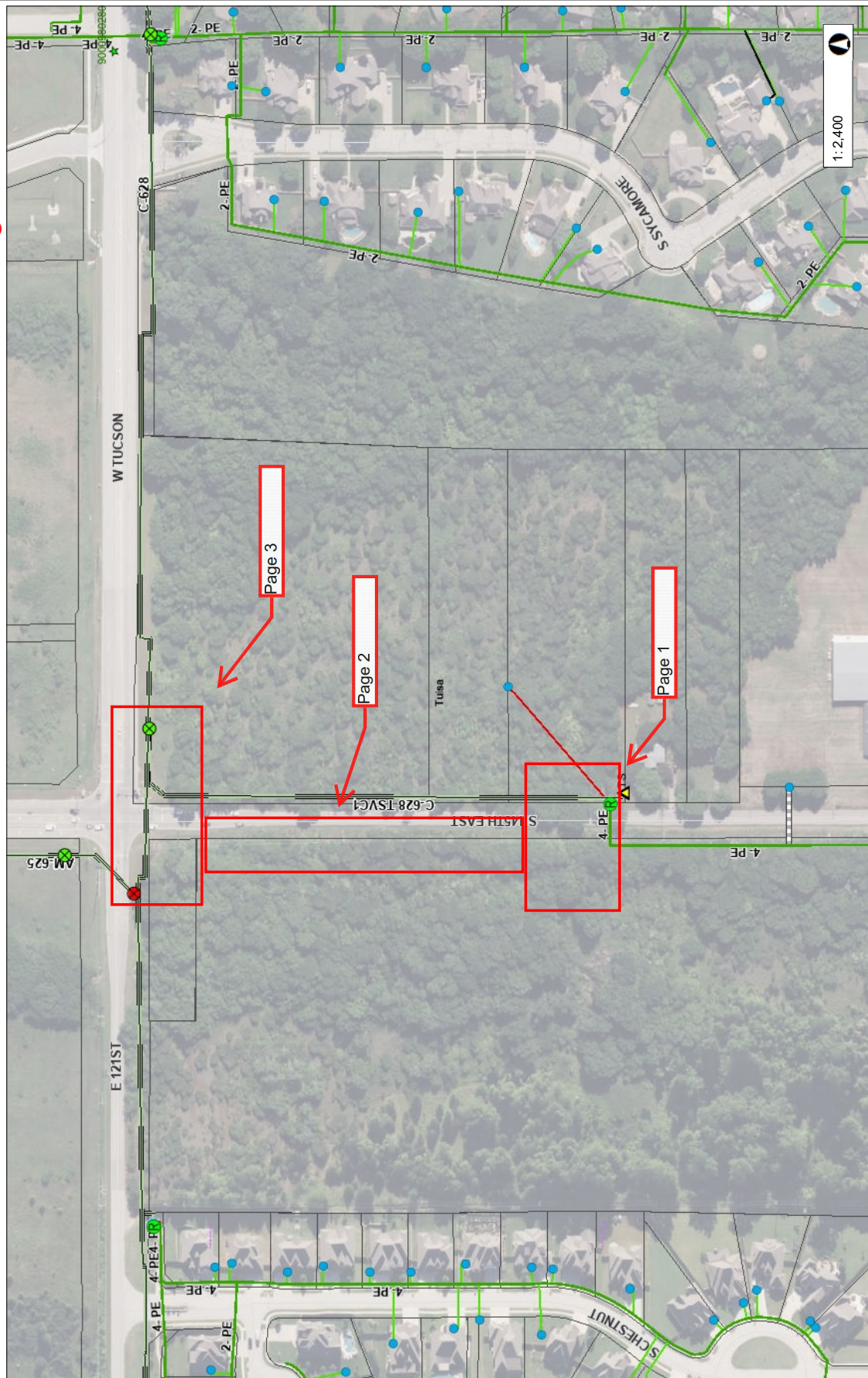
CORE VALUES
Ethics • Quality • Loyalty
Value • Service

REVISION		PRINTS ISSUED		CITY OF BROKEN ARROW	
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

ASPEN AVENUE FROM
JASPER TO TUCSON (Phase 3)
COBA PROJECT NO. ST2031

DESIGNED	S.H.	SURVEY	NONE	DATE	10/9/24
DRAWN	S.B.II	J.O.F.		SCALE	AS SHOWN
CHECKED				SHEET NO.	2
FILE NO.				OF	3



Notes

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400.0	0	200.00	400.0 Feet
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[illegible]

- | Legend | |
|--------|------------------------------------|
| | Hazard Point |
| | Verified |
| | <all other values> |
| | Threat Point |
| | Verified |
| | <all other values> |
| | Hazard Area |
| | Verified |
| | <all other values> |
| | Designer Drip |
| | Designer Test Point |
| | Designer Anode |
| | Designer Rectifier |
| | Designer Bond Junction |
| | Designer Ground Bed |
| | Designer Cable |
| | Bond Wire |
| | Rectifier Cable |
| | Designer Rung Tap |
| | Designer Gas Pipe |
| | Ceiling |
| | Insertion |
| | Designer Meter Setting |
| | Designer Non-Controllable Fitting |
| | Coupling |
| | Ell |
| | End Cap |
| | Flange |
| | Riser |
| | Reinforcing Sleeve |
| | Snow |
| | Tee |
| | Transition |
| | Purge Point |
| | Threaded O-ring |
| | Unknown |
| | Designer Gas Valve |
| | Designer Location Notes |
| | Designer Controllable Fitting |
| | Short Stop |
| | Three-Way Tee |
| | Designer Regulator Station |
| | Designer Town Border Station |
| | Designer Utility Easement |
| | Designer Abandon Service Line |
| | to be Removed (Contains Gas) |
| | to be Abandoned (Contains Gas) |
| | Removed (No Longer Contains Gas) |
| | Abandoned (No Longer Contains Gas) |
| | Proposed |
| | Approved |
| | Under Construction |
| | New Design - Status Pending |
| | Status Not Available |
| | Designer Abandon Mains |
| | to be Removed (Contains Gas) |
| | to be Abandoned (Contains Gas) |
| | Removed (No Longer Contains Gas) |
| | Abandoned (No Longer Contains Gas) |
| | Designer Mains |
| | Proposed |
| | Approved |
| | Under Construction |
| | Operating |
| | New Design - Status Pending |
| | Status Not Available |
| | Service Point |
| | Valves |
| | Emergency Valve |
| | Non-Emergency Valve |
| | Coupling |
| | Gas Valve - Emergency |
| | Emergency Valve |
| | Non-Emergency Valve |
| | Regulator Station |



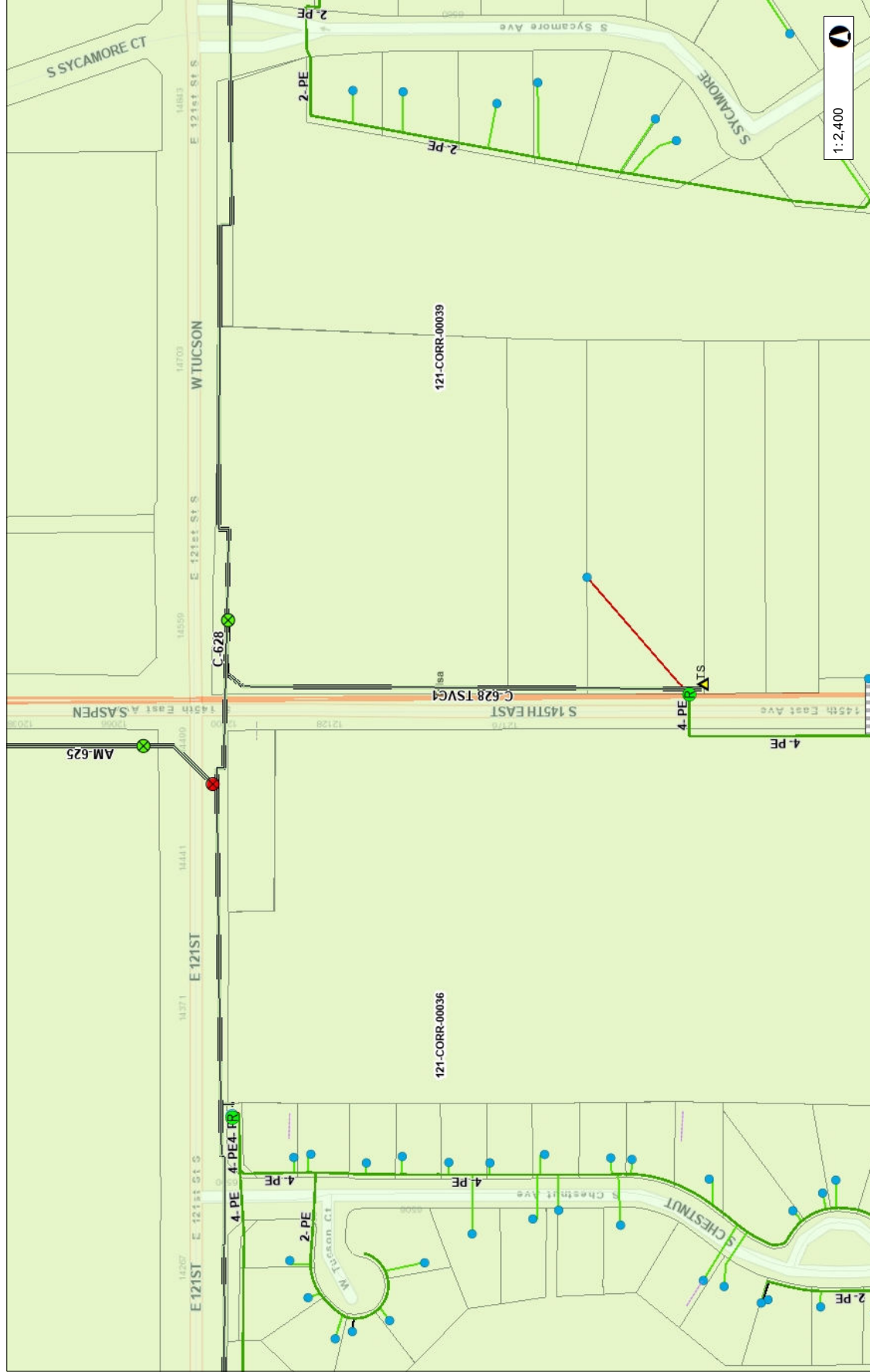
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-



ONE Gas Map

Corridor Map



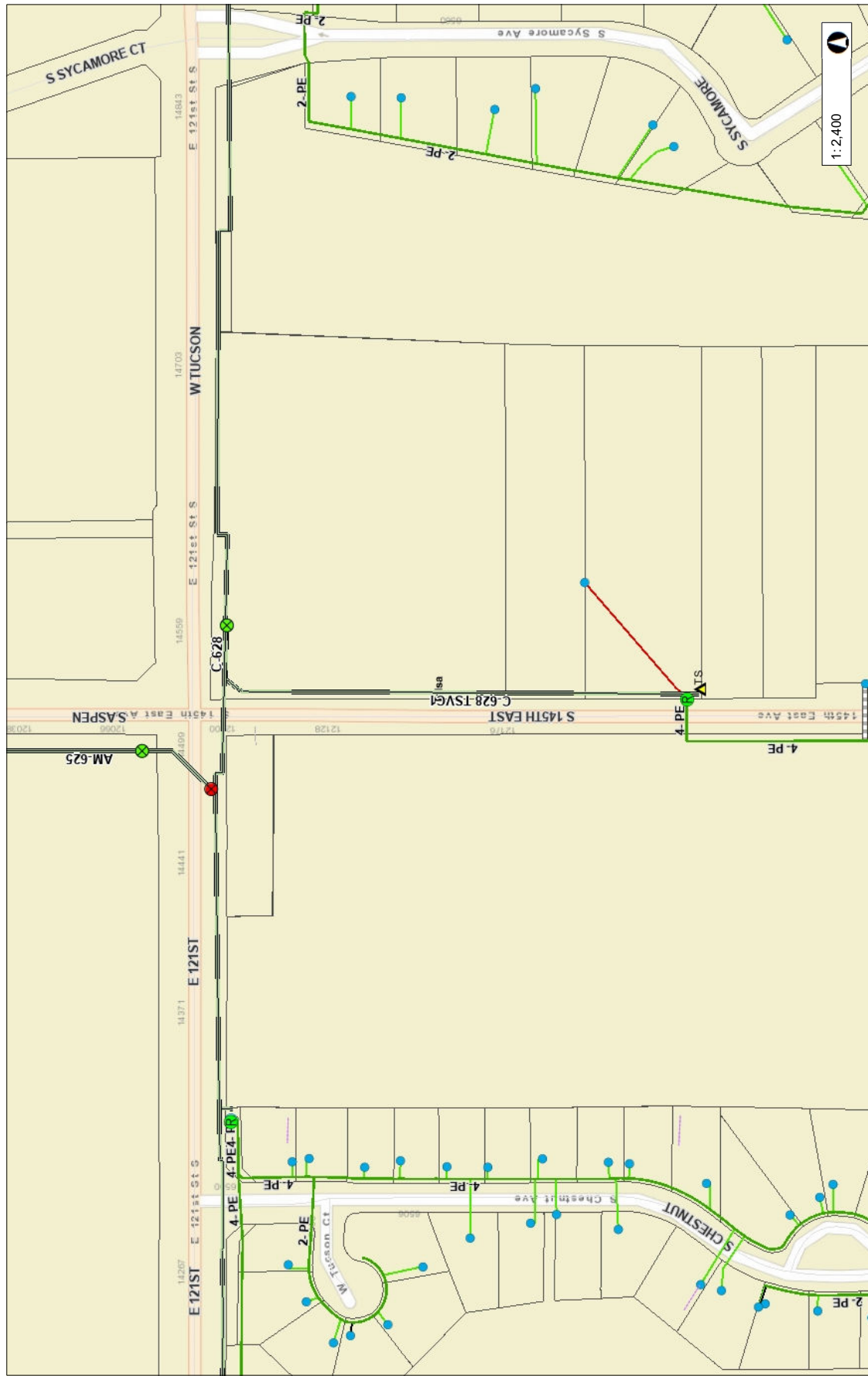
Legend	
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	<all other values>
	Threat Point
	Verified
	<all other values>
	Hazard Area
	Verified
	<all other values>
	Designer Drip
	Designer Test Point
	Designer Anode
	Designer Rectifier
	Designer Bond Junction
	Designer Ground Bed
	Designer Cable
	Bond Wire
	Rectifier Cable
	Designer Rural Tap
	Designer Gas Pipe Casing
	Casing
	Insertion
	Designer Meter Setting
	Designer Non-Controllable Fitting
	Coupling
	End Cap
	Expansion Joint
	Flange
	Reducer
	Reinforcing Sleeve
	Screw
	Transition
	Purge Point
	Threaded O-ring
	Unknown
	Designer Gas Valve
	Designer Location Notes
	Designer Controllable Fitting
	Short Stop
	Three-Way Tee
	Designer Regulator Station
	Designer Town Border Station
	Designer Utility Easement
	Designer Abandon Service Line
	to be Removed (Contains Gas)
	to be Abandoned (Contains Gas)
	Removed (No Longer Contains Gas)
	Abandoned (No Longer Contains Gas)
	Designer Service Line
	Proposed
	Approved
	Under Construction
	Operating
	New Design - Status Pending
	Status Not Available
	Designer Abandon Mains
	to be Removed (Contains Gas)
	to be Abandoned (Contains Gas)
	Removed (No Longer Contains Gas)
	Abandoned (No Longer Contains Gas)
	Designer Mains
	Proposed
	Approved
	Under Construction
	Operating
	New Design - Status Pending
	Status Not Available
	Service Point
	Valves
	Emergency Valve
	Non-Emergency Valve
	Coupling
	Gas Valve - Emergency
	Emergency Valve
	Non-Emergency Valve
	Regulator Station

Notes

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400.0 200.00 400.0 Feet

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- Legend**
- Hazard Point
 - Verified
 - <all other values>
 - Threat Point
 - Verified
 - <all other values>
 - Hazard Area
 - Verified
 - <all other values>
 - Designer Drip
 - Designer Test Point
 - Designer Anode
 - Designer Rectifier
 - Designer Bond Junction
 - Designer Ground Bed
 - Designer Cable
 - Bond Wire
 - Refill Cable
 - Designer Rural Tap
 - Designer Gas Pipe Casing
 - Insertion
 - Designer Meter Setting
 - Designer Non-Controllable Fitting
 - Coupling
 - End Cap
 - Expansion Joint
 - Flange
 - Reducer
 - Reinforcing Sleeve
 - Screw
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 - Purge Point
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 - Short Stop
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 - Removed (No Longer Contains Gas)
 - Abandoned (No Longer Contains Gas)
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 - Proposed
 - Approved
 - Under Construction
 - Operating
 - New Design - Status Pending
 - Status Not Available
 - Designer Abandon Mains
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 - to be Abandoned (Contains Gas)
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400.0 200.00 0 200.00 400.0 Feet

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P.O. Box 871
Tulsa 74102

BOOK 4264 PAGE 160

561481

MY 16F 087 L00002.70 .1
MY 16F 087 L00002.70 .I

FORM 428 (REV. 12-63)

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Ernest B. Day, Jr., and Frances M. Day, husband and wife; and

Jon T. Vrooman

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a 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 south 25 feet of the north 50 feet of the north 528 feet of the W/2 W/2 NW/4

Section 3-T17N-R14E.

STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD

77 MAY 16 PM 1 33

ANITA NESBITT
COUNTY CLERK

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. However, hard surface driveways and entryways may be constructed over this pipeline.

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. The Grantee shall not install any above ground level appurtenances.

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, driveways, entryways 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 4th day of May, 1977.

x Ernest B. Day, Jr.
Ernest B. Day, Jr.

x Frances M. Day
Frances M. Day

x Jon T. Vrooman
Jon T. Vrooman

STATE OF Oklahoma }
COUNTY OF Tulsa } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 4th day of May, 1977 personally appeared Ernest B. Day, Jr., Frances M. Day and Jon T. Vrooman 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 3-31-81

RECORDING DATA



Return to:
OKLAHOMA NATURAL GAS COMPANY
Land & Geological Department
Box 871
Tulsa, Oklahoma 74102

Negotiated by E. E. Smith Rods 40

Line Tulsa Distb. J.O. 515-90-27 R/W#

Entered ✓ Indexed ✓

0880000180 0880000180

001 1-01-1-002

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 UJO 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 _____
COUNTY OF _____ } ss.

CORPORATION ACKNOWLEDGMENT

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.

Return to:
OKLAHOMA NATURAL GAS COMPANY
Right-of-Way & Damages Department
Box 871
Tulsa, Oklahoma 74102
FORM 428 (REV. 2-81)

233457

BOOK 4761 PAGE 993

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between Ernest B. Day, Jr., and Jon T. Vrooman

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK Inc., a Delaware 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 15.25 feet of the West 40 feet of the North 528 feet of the South 2,640 feet of the W/2 W/2 NW/4 Section 3-T17N-R14E.

At the option of the Grantors, Gas taps and regulators will be provided at various locations along said pipeline, and the rate charged will be the same as the nearest city or town served by ONG.

2-inch m-p regulator setting will be located at least 859 feet South of the NW/corner of Section 3-T17N-R14E.

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 9th day of January, 1984.

Ernest B. Day, Jr.
Ernest B. Day, Jr.

Jon T. Vrooman
Jon T. Vrooman

STATE OF Oklahoma

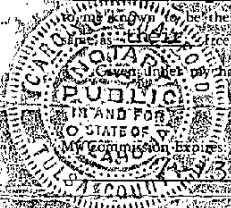
COUNTY OF Tulsa

SS.

Before me the undersigned, a Notary Public, in and for the State aforesaid, on this 9th day of January, 1984, personally appeared Ernest B. Day, Jr. and Jon T. Vrooman

and know 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.



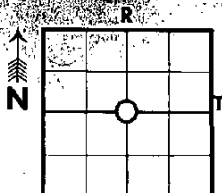
STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

RECORDING DATA

1984 JAN 24 AM 10:31

ANITA NESBITT
COUNTY CLERK

Carol J. Crawford
Notary Public



Negotiated by Walt R. Hoppensteadt
Broken Arrow
Line Distb. J. O. 515-84-51

Entered ☒ Indexed ☒



AGREE

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 _____

STATE OF _____

COUNTY OF _____

CORPORATION ACKNOWLEDGMENT

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.

