



## ONEOK GAS TRANSPORTATION, L.L.C.

August 31, 2006

Dave Sanders, P.E.  
Sanders Engineering, Inc.

Re: Forest Creek Patio Homes  
Broken Arrow, OK

Dear Mr. Sanders,

This letter is to inform you that ONEOK Gas Transportation, L.L.C. does not object to construction of your addition near 81<sup>st</sup> and Garnett. This is based on agreements we have discussed to install a protective pad over our pipeline where your road will cross, eliminate open ditch drainage in the area of our pipeline, and execute an encroachment agreement for facilities which will be constructed within our easement.

If you have any further questions in regards to this request, please feel free to contact me at (918) 588-7852.

Sincerely,

David A. Rehler, P.E.  
Senior Engineer

*No objection to L/S Plan*

Subj: **ConocoPhillips Pipe Line Easement - Forest Ridge**  
Date: 1/31/2007 10:53:33 AM Central Standard Time  
From:  
To:

Thank you for detailing the plans for me yesterday. ConocoPhillips approves the landscaping and entrance plans presented in Dunlap's office. The approval is subject to the already signed Encroachment Agreement.

We will flag our lines if that is needed in the future. Please give me a couple of days notice.

Let me know if you need anything more.

Michael Kemp  
PTRRC Agent  
Phone: (918) 681-9055  
Fax: (918) 682-2212



P O Box 2650  
Tulsa, Oklahoma 74101  
918-493-5172  
Fax 918-493-5148  
<mailto:pnwakoby@expl.com>

**Patrick A. Nwakoby**  
Project Engineer

January 30, 2007

Mr. Dave Sanders  
Sanders Engineering, Inc.  
11502 South 66<sup>th</sup> East Avenue  
Bixby, Oklahoma 74008

**Re: Forest Hills Patio Homes; Explorer Pipeline Glenpool Station to Wood River Station 24" Line; Dwg. No. 326-AA-1130; Near MP 10, Tulsa County, Oklahoma.**

Dear Mr. Sanders:

This letter is to confirm Explorer Pipeline's approval of the landscape plans for the referenced project. Please note that this approval is based on the revised landscape plans by landscape architect Clare Ashby to eliminate trees and any water features from Explorer's pipeline easement. In addition the walk trail shall be natural grass or gravel.

We look forward to assisting with this project to ensure its safe completion. If I can be of further assistance, please call me at (918) 493-5172.

Sincerely,

Patrick A. Nwakoby

PAN  
E-mail:

L.V. Watkins  
T.A. Graves/Glenpool  
L L Wilson  
W.J Sanders  
2007 Corres.xls

Monday, September 18, 2006



Sanders Engineering, Inc.  
11502 S. 66<sup>th</sup> East Avenue  
Bixby, OK 74008

Network Contract Services  
6929 N. Lakewood Ave., M D. 2.1.-106  
Tulsa, OK 74117

Attn: Robert D. Sanders, P.E.

Re: Forest Creek Patio Homes  
Broken Arrow, OK  
Verizon Business File #076-TU-033

Dear Mr. Sanders:

I reference your letter of August 19<sup>th</sup>, 2006, to Mr. Lester Rutherford of Verizon Business (copy attached). In said letter you set out certain parameters you will maintain relating to our pipeline easement and your continued development of Forest Creek Patio Homes subdivision.

The purpose of my letter today is to advise that Verizon Business does not object to your plans as outlined in the aforesaid August 19<sup>th</sup>, 2006, letter, and further defined in plans you provided titled "Forest Creek Patio Homes" "Paving, Grading and Drainage" "City of Broken Arrow, Okla.", dated July 27, 2006, providing that you carryout your plans in accordance with the following stipulations:

You will maintain or add grade over our pipeline.

You may place sewer line in easement parallel to pipeline providing said sewer pipeline is situated at least ten feet away from the Verizon Business pipeline,

You may place manholes, inflows, and drains, within Verizon Business pipeline easement provided they shall be at least five feet away from the Verizon Business pipeline.

You agree to maintain at least two feet of vertical separation with all pipeline crossings over and/or under the Verizon Business pipeline.

You agree that Verizon Business is not responsible for restoration of any improvements placed with the Verizon Business forty-foot wide pipeline easement in the unlikely event that Verizon Business has a need to access its pipeline as same crosses the land in question. Further, should Verizon Business incur additional expenses as the result of improvement placed within the boundaries of subject forty-foot wide easement, the landowner may, at the option of Verizon Business, be burden with reimbursing Verizon Business for such costs incurred.

Please indicate your acceptance, on behalf of the landowner, of all of the terms and conditions set forth above in the space provided.

Your comments and questions are invited. Simply contact this writer by phoning 918-590-3388 or email to [james.sehl@verizonbusiness.com](mailto:james.sehl@verizonbusiness.com).

Sincerely,

*James F. Sehl*  
James F. Sehl  
Contracts Manager

JFS/jfs  
Attachment  
cc: Lester Rutherford

*My plan OK  
This letter covers it.*

Accepted this \_\_\_\_ day of September, 2006

by *Robert D. Sanders*  
Robert D. Sanders, P.E., on behalf of  
Forest Creek Development Co., LLC