

Return To:
Oklahoma Natural Gas
Real Estate Services
P.O. Box 21049
Tulsa, OK 74121-1049

RIGHT-OF-WAY AGREEMENT

JON: 021.041.2960.010001

LINE No.: TRACT No.: _____ Agent: TB

STATE OF {OKLAHOMA }
COUNTY OF {PAYNE }

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner the CITY OF STILLWATER, (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., with its principal offices in Tulsa, Oklahoma, having a mailing address of 15 E 5th St., Tulsa, Oklahoma, 74103, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, install, maintain, operate, replace, abandon in place, inspect, patrol, protect, test, repair, reconstruct, alter, relocate, change the size of, remove, and any and all related uses thereto (the "Permitted Uses") a pipeline and necessary and incident facilities, equipment and appurtenances including but not limited to valves and markers ("GRANTEE's Facilities"), for the transportation of natural gas transported by pipeline across under and upon the lands of GRANTOR in the County of Payne, State of Oklahoma, To wit:

A part of Lot Five 5, being in part of the Southeast Quarter (SE/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, State of Oklahoma, being a part of a tract described in a deed recorded in Book 2217, Page 238 at the County Clerk of Payne County, more particularly a strip of land, as shown on and described by Exhibit "A", attached hereto and hereby made a part of this easement.

AND

A part of Lot Five 5, being in part of the Southeast Quarter (SE/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, State of Oklahoma, being a part of a tract described in a deed recorded in Book 2217, Page 238 at the County Clerk of Payne County, more particularly a 50' X 100' tract of land, as shown on and described by Exhibit "B", attached hereto and hereby made a part of this easement.

Following completion of the construction of Grantee's Facilities, Grantee may record an amended Exhibit A and B, if adjustments become necessary following actual construction, that reflects the survey of the center line of the pipeline as built, and any such amended easement description shall be included within and constitute the Easement granted by Grantor herein.

GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands to and from said Easement, the right to use all roads over and across said lands and adjacent lands of GRANTOR, and the right from time to time, and at GRANTEE's sole discretion, to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the Permitted Uses for GRANTEE's Facilities located thereon. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of GRANTEE's Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by or is useful to GRANTEE, its successors and assigns, with ingress to and egress from said premises for the Permitted Uses. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records.

GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement and additional workspace which are caused by the Permitted Uses.

It is understood and agreed that this Easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding and obligatory upon the legal representatives, heirs, executors, administrators, devisees, legatees, successors, and assigns of the parties hereto.

GRANTOR represents and warrants that GRANTOR is lawfully seized in fee simple title to the above-described lands and has a good and lawful right to convey the rights as herein done. GRANTOR further covenants and binds itself, its successors and assigns to warrant and forever defend the title to this easement to GRANTEE, its successors and assigns, against the lawful claims of all persons.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this _____ day of August, 2016.

Attest: _____

City of Stillwater

By: _____

Title: _____

(SEAL)

ACKNOWLEDGEMENTS

State of Oklahoma
County of _____

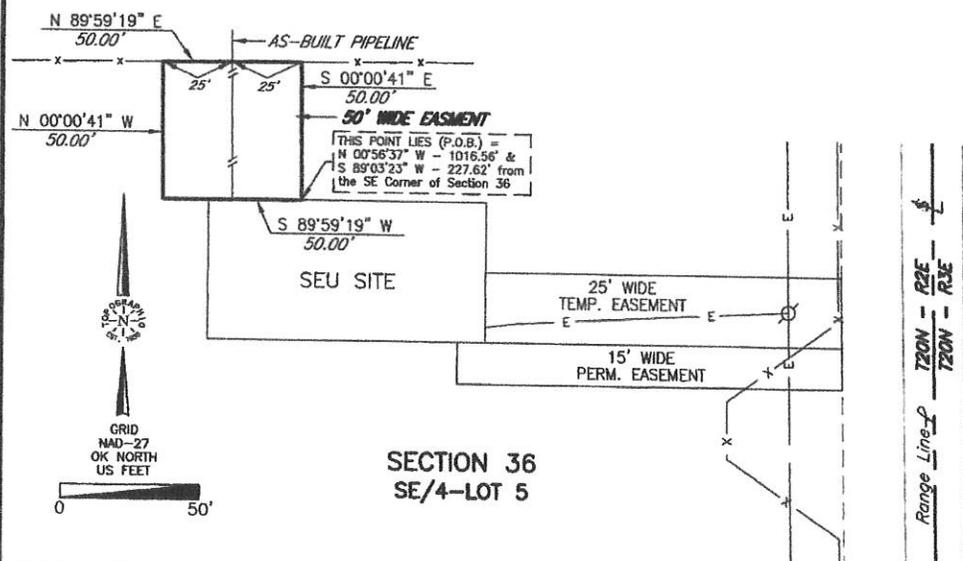
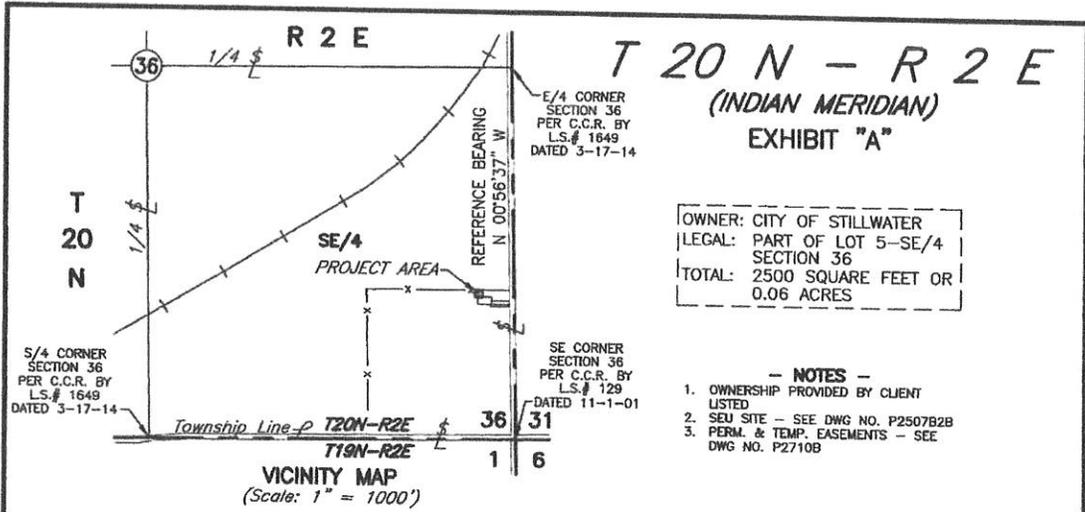
(non-individual)

On this ____ day of August, 2016, before me, a Notary Public in and for said County and State, personally appeared _____, Mayor of the City of Stillwater, to me personally 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.

WITNESS my hand and official seal the day and year first above written.

My commission expires:

Notary Public



METES AND BOUNDS DESCRIPTION: (50' WIDE EASEMENT IN THE SE/4)

A 50 foot wide Easement lying in part of Lot 5 in the Southeast Quarter (SE/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows:
 BEGINNING (P.O.B.) at a point NORTH 00°56'37" WEST on the east line of the SE/4 of said Section 36 a distance of 1016.56 feet and SOUTH 89°03'23" WEST perpendicular to said east line a distance of 227.62 feet from the Southeast Corner of said Section 36; Thence SOUTH 89°59'19" WEST a distance of 50.00 feet; Thence NORTH 00°00'41" WEST a distance of 50.00 feet to an existing fence; Thence NORTH 89°59'19" EAST on existing fence line a distance of 50.00 feet; Thence SOUTH 00°00'41" EAST a distance of 50.00 feet to the POINT OF BEGINNING.

Said easement contains 2500 square feet or 0.06 acre of land.

The Basis of Bearing for this description is Grid, North American Datum 1927, Oklahoma North Zone, U.S. Feet.

The reference bearing is the east line of the SE/4 of said Section 36, being NORTH 00°56'37" WEST as shown above attached hereto and made a part thereof.

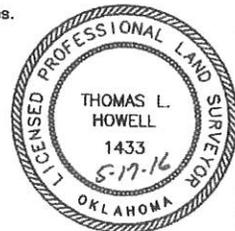
The sidelines of said easement shall be lengthened or shortened to terminate at the property lines.

This description was prepared on May 17, 2016 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

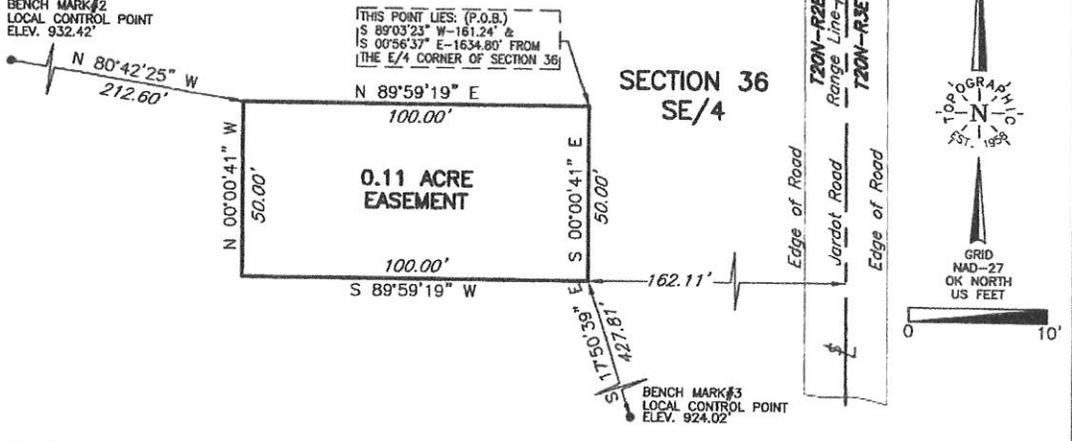
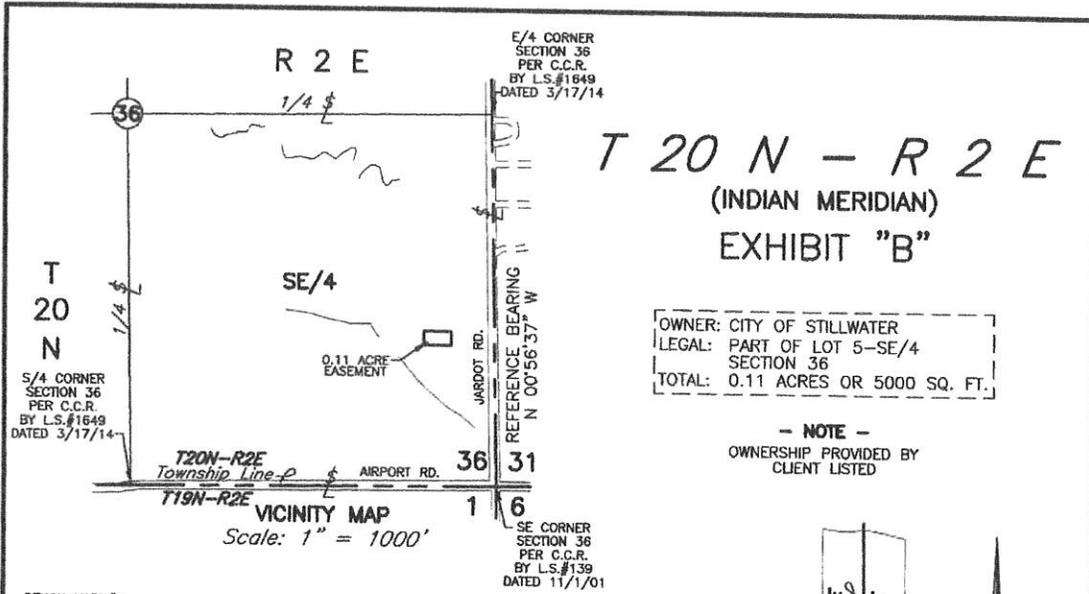
SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plot of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Thomas L. Howell
Thomas L. Howell, P.L.S. No. 1433



1 REVISE DESCRIPTION 5-17-16 NMB				This plot was prepared exclusively for OKLAHOMA NATURAL GAS		SCALE: 1" = 50'
NO. REVISION DATE BY				and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.		DATE: 5-16-16
SURVEY BY: PJ 4-29-16				SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Classen, Okla. City, OK. 73116 (405) 843-4947 Certificate of Authorization No. 1293 LS		INVOICE NO.: 259847
DRAWN BY: NMB/RKM						FILE NAME: P2710BA.DWG
APPROVED BY: TH						JOB NO.: 021.056.2960.010002
						SHEET 1 OF 1



METES AND BOUNDS DESCRIPTION: (EASEMENT IN THE SE/4 OF SECTION 36)
 AN EASEMENT LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGGINING (P.O.B) at a point South 89°03'23" West a distance of 161.24 feet and South 00°56'37" East a distance of 1634.80 feet from the East Quarter Corner of said Section 36;
 Thence South 00°00'41" East a distance of 50.00 feet;
 Thence South 89°59'19" West a distance of 100.00 feet;
 Thence North 00°00'41" West a distance of 50.00 feet;
 Thence North 89°59'19" East a distance of 100.00 feet to the POINT OF BEGINNING.

Said Easement contains 0.11 acres or 5000 Square Ft.
 The Basis of Bearing for this description is Grid, North American Datum 1927, Oklahoma North Zone, U.S. Feet.
 The reference bearing is the East line of said SE/4 of Section 36, being NORTH 00°56'37" WEST, as shown above attached hereto and made a part thereof.
 This easement description was prepared on May 17, 2016 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plat of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Thomas L. Howell
 Thomas L. Howell, P.L.S. No. 1433



2	GENERAL REVISION	5-17-16	NMB	This plat was prepared exclusively for OKLAHOMA NATURAL GAS	SCALE:	1" = 40'
1	REVISED OWNERSHIP	5-10-16	NMB		DATE:	4-14-2015
NO.	REVISION	DATE	BY	and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma	INVOICE NO.:	259847
SURVEY BY: PJ 4-5-2015				SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Classen, Okla. City, OK. 73116 (405) 843-4847 Certificate of Authorization No. 1293	FILE NAME:	P2507B2B.DWG
DRAWN BY: JGW					JOB NO.:	021.056.2960.010002
APPROVED BY: TH					SHEET	2 OF 2

Return To:
Oklahoma Natural Gas
Real Estate Services
P.O. Box 21049
Tulsa, OK 74121-1049

RIGHT-OF-WAY AGREEMENT

JON: 021.056.2960.010002

STATE OF {OKLAHOMA }
COUNTY OF {PAYNE }

LINE No.: _____ TRACT No.: _____ Agent: TB

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner the CITY OF STILLWATER, (hereinafter called GRANTOR, whether one or more), does hereby GRANT, BARGAIN, SELL and CONVEY to OKLAHOMA NATURAL GAS, a division of ONE Gas, Inc., with its principal offices in Tulsa, Oklahoma, having a mailing address of 15 E 5th St., Tulsa, Oklahoma, 74103, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which has been agreed to by the parties herein (the location of the pipeline, as constructed, to evidence such agreed route), to construct, install, maintain, operate, replace, abandon in place, inspect, patrol, protect, test, repair, reconstruct, alter, relocate, change the size of, remove, and any and all related uses thereto (the "Permitted Uses") a pipeline and necessary and incident facilities, equipment and appurtenances including but not limited to valves and markers ("GRANTEE's Facilities"), for the transportation of natural gas transported by pipeline across under and upon the lands of GRANTOR in the County of Payne, State of Oklahoma, To wit:

A part of Lot Five 5, being in part of the Southeast Quarter (SE/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, State of Oklahoma, being a part of a tract described in a deed recorded in Book 2217, Page 238 at the County Clerk of Payne County, more particularly a strip of land, as shown on and described by Exhibit "A", attached hereto and hereby made a part of this easement.

Following completion of the construction of Grantee's Facilities, Grantee may record an amended Exhibit A, if adjustments become necessary following actual construction, that reflects the survey of the center line of the pipeline as built, and any such amended easement description shall be included within and constitute the Easement granted by Grantor herein.

GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to the free right of ingress and egress over and across said lands and from said Easement, the right to use all roads over and across said lands and adjacent lands of GRANTOR, and the right from time to time, and at GRANTEE's sole discretion, to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the Permitted Uses for GRANTEE's Facilities located thereon. GRANTOR may continue to use the surface of the Easement for agricultural, pasturage, or other purposes which will not interfere with the use of the Easement by GRANTEE or any of the rights herein granted (the "Retained Rights"); provided, however, that GRANTOR shall not impound water upon the Easement, change the ground elevation or grade of the Easement, or construct or permit to be constructed any building, structure, improvement or obstruction, or plant any trees or shrubs upon the Easement which would interfere with GRANTEE'S exercise of the rights hereby conveyed, including access to the Easement, and the safe operation of GRANTEE'S Facilities. The GRANTEE shall have the absolute right to assign, sell, lease or otherwise transfer this Easement in whole or in part.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, for so long as said Easement is used by or is useful to GRANTEE, its successors and assigns, with ingress to and egress from said premises for the Permitted Uses. However, GRANTEE shall have the right to abandon and terminate all or any part of the rights granted herein, by filing a release of same in the county records.

GRANTEE agrees to pay for any physical damage to growing crops, timber, fences, or other structural improvements located outside the above-described Easement and additional workspace which are caused by the Permitted Uses.

It is understood and agreed that this Easement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding and obligatory upon the legal representatives, heirs, executors, administrators, devisees, legatees, successors, and assigns of the parties hereto.

GRANTOR represents and warrants that GRANTOR is lawfully seized in fee simple title to the above-described lands and has a good and lawful right to convey the rights as herein done. GRANTOR further covenants and binds itself, its successors and assigns to warrant and forever defend the title to this easement to GRANTEE, its successors and assigns, against the lawful claims of all persons.

It is agreed that this grant covers all the agreements between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

IN TESTIMONY WHEREOF, the GRANTORS herein have executed this conveyance this _____ day of August, 2016.

Attest: _____

City of Stillwater

By: _____

Title: _____

(SEAL)

ACKNOWLEDGEMENTS

State of **Oklahoma**

County of _____

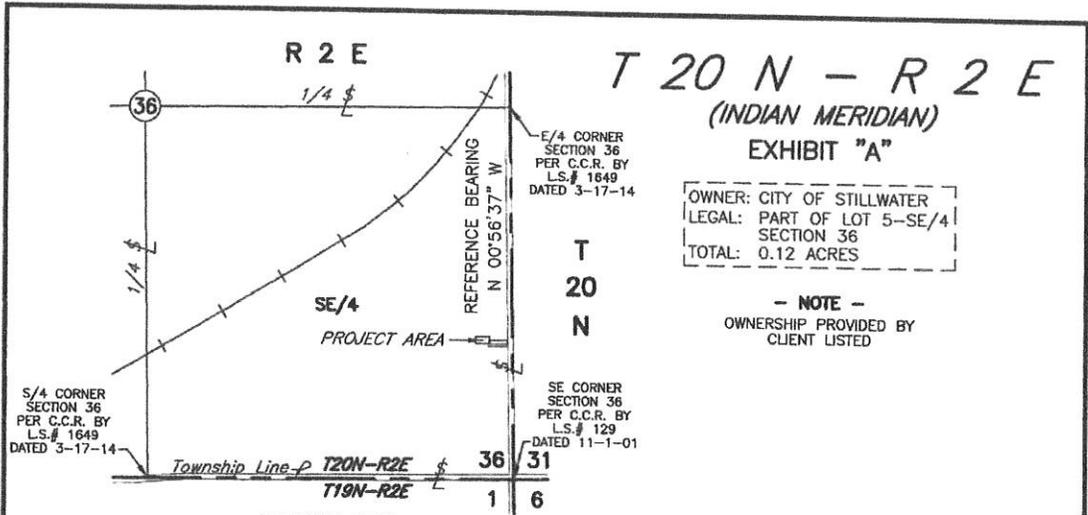
(non-individual)

On this ____ day of August, 2016, before me, a Notary Public in and for said County and State, personally appeared _____, Mayor of the City of Stillwater, to me personally 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.

WITNESS my hand and official seal the day and year first above written.

My commission expires:

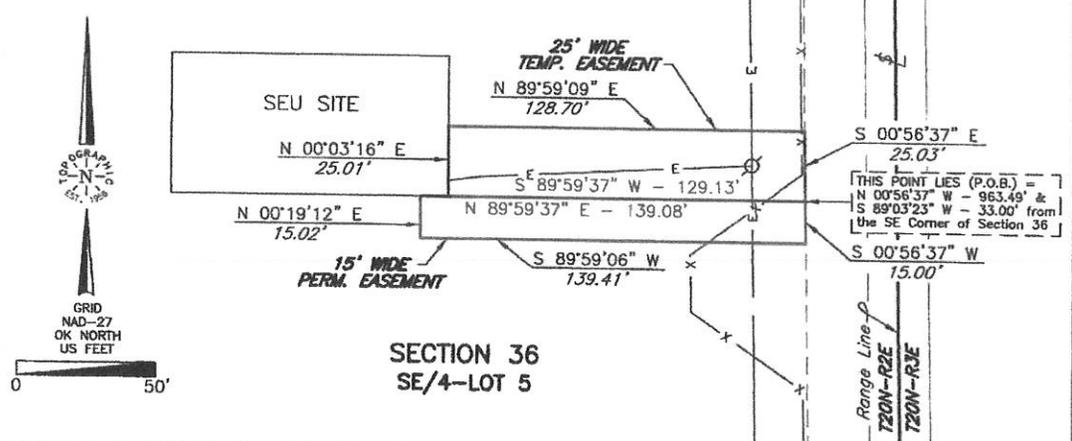
Notary Public



OWNER: CITY OF STILLWATER
LEGAL: PART OF LOT 5-SE/4 SECTION 36
TOTAL: 0.12 ACRES

- NOTE -
OWNERSHIP PROVIDED BY CLIENT LISTED

VICINITY MAP
(Scale: 1" = 1000')



METES AND BOUNDS DESCRIPTION: (EASEMENTS IN THE SE/4)

A 15 foot wide Permanent Easement lying in Lot 5 in the Southeast Quarter (SE/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows:

BEGINNING (P.O.B.) at a point NORTH 00°56'37" WEST on the east line of the SE/4 of said Section 36 a distance of 963.49 feet and SOUTH 89°03'23" WEST perpendicular to said east line a distance of 33.00 feet from the Southeast Corner of said Section 36; Thence SOUTH 00°56'37" WEST a distance of 15.00 feet; Thence SOUTH 89°59'06" WEST a distance of 139.41 feet; Thence NORTH 00°19'12" EAST a distance of 15.02 feet; Thence NORTH 89°59'37" EAST a distance of 139.08 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A 25 foot wide Temporary Easement lying in Lot 5 in the Southeast Quarter (SE/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows:

BEGINNING (P.O.B.) at a point NORTH 00°56'37" WEST on the east line of the SE/4 of said Section 36 a distance of 963.49 feet and SOUTH 89°03'23" WEST perpendicular to said east line a distance of 33.00 feet from the Southeast Corner of said Section 36; Thence SOUTH 89°59'37" WEST a distance of 129.13 feet; Thence NORTH 00°03'16" EAST a distance of 25.01 feet; Thence NORTH 89°59'09" EAST a distance of 128.70 feet; Thence SOUTH 00°56'37" EAST a distance of 25.03 feet to the POINT OF BEGINNING.

The Basis of Bearing for this description is Grid, North American Datum 1927, Oklahoma North Zone, U.S. Feet. The reference bearing is the east line of the SE/4 of said Section 36, being NORTH 00°56'37" WEST as shown above attached hereto and made a part thereof. The sidelines of said easement shall be lengthened or shortened to terminate at the property lines. This description was prepared on May 10, 2016 by Thomas L. Howell, Licensed Professional Land Surveyor No. 1433.

SURVEYOR'S CERTIFICATE:

I, Thomas L. Howell, Oklahoma Licensed Professional Land Surveyor, No. 1433, do hereby certify that this plot of survey meets the Oklahoma Minimum Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Thomas L. Howell
Thomas L. Howell, P.L.S. No. 1433



This plot was prepared exclusively for				SCALE: 1" = 50'
OKLAHOMA NATURAL GAS				DATE: 5-3-16
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma.				INVOICE NO.: 259847
NO.	REVISION	DATE	BY	FILE NAME: P2710B.DWG
1	REVISED OWNERSHIP	5-10-16	NMB	JOB NO.: 021.056.2960.010002
SURVEY BY: PJ 4-29-16				SHEET 1 OF 1
DRAWN BY: NMB				
APPROVED BY: TH				
SURVEYING AND MAPPING BY TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA 6709 N. Classon, Okla. City, OK 73116 (405) 843-4847 Certificate of Authorization No. 1293 LS				