

TO APPROVE A RIGHT OF WAY IN FAVOR OF OKLAHOMA NATURAL GAS COMPANY ON CHOCTAW TRIBAL FEE LAND IN CHOCTAW COUNTY, OKLAHOMA, FOR THE HUGO TRAVEL PLAZA

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING BILL

A COUNCIL BILL

TO APPROVE a Right of Way in favor of Oklahoma Natural Gas Company (ONG), in Choctaw County, Oklahoma.

WHEREAS, in accordance with Article VII, Section 1 of the Constitution of the Choctaw Nation of Oklahoma, the Chief shall perform all duties pertaining to the Office of the Chief Executive. He shall sign official papers on behalf of the Nation, and

WHEREAS, ONG has proposed a right of way for a natural gas pipeline on Choctaw Tribal Fee land at the site of the Hugo Travel Plaza located in part of the NW/4 of Section 21, Township 6 South, Range 17 East, I.B.&M., Choctaw County, Oklahoma, being more particularly a 17.5' wide strip of land shown and described with metes and bounds description on the attached "Exhibit A"; and

WHEREAS, the easement will benefit the Choctaw Nation, and therefore there will not be a monetary payment. It will be a permanent easement.

THEREFORE BE IT ENACTED by the Tribal Council of the Choctaw Nation of Oklahoma that this Bill be cited as approval of the proposed right of way in favor of ONG on Choctaw Tribal Fee land located in Choctaw County, Oklahoma.

CERTIFICATION

I, the undersigned, as Speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that eleven (11) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on November 12, 2016. I further certify that the foregoing Council Bill CB- 35 -17 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) abstaining.

Ronald Perry, Secretary
Choctaw Nation Tribal Council

Delton Cox, Speaker
Choctaw Nation Tribal Council

Date: 11-18-16

Gary Patton, Chief
Choctaw Nation of Oklahoma

RIGHT OF WAY AGREEMENT

Form 428 (1-00)

THIS AGREEMENT, made and entered into by and between Choctaw Nation of Oklahoma hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, 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, non-exclusive 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 Choctaw, State of Oklahoma, and more particularly identified and described as follows, to-wit:

A part of the NW/4 of Section 21, Township 6 South, Range 17 East, I.B.&M., being more particularly a 17.5' wide strip of land shown and described with metes and bounds description on the attached exhibit and made a part of this agreement. (See Exhibit "A")

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 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 _____ day of _____, 2016.

 Chief of Choctaw Nation of Oklahoma

(Acknowledgement)

STATE OF Oklahoma)
) SS
 COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2016 by _____ as Chief of Choctaw Nation of Oklahoma.

Commission Expires: _____

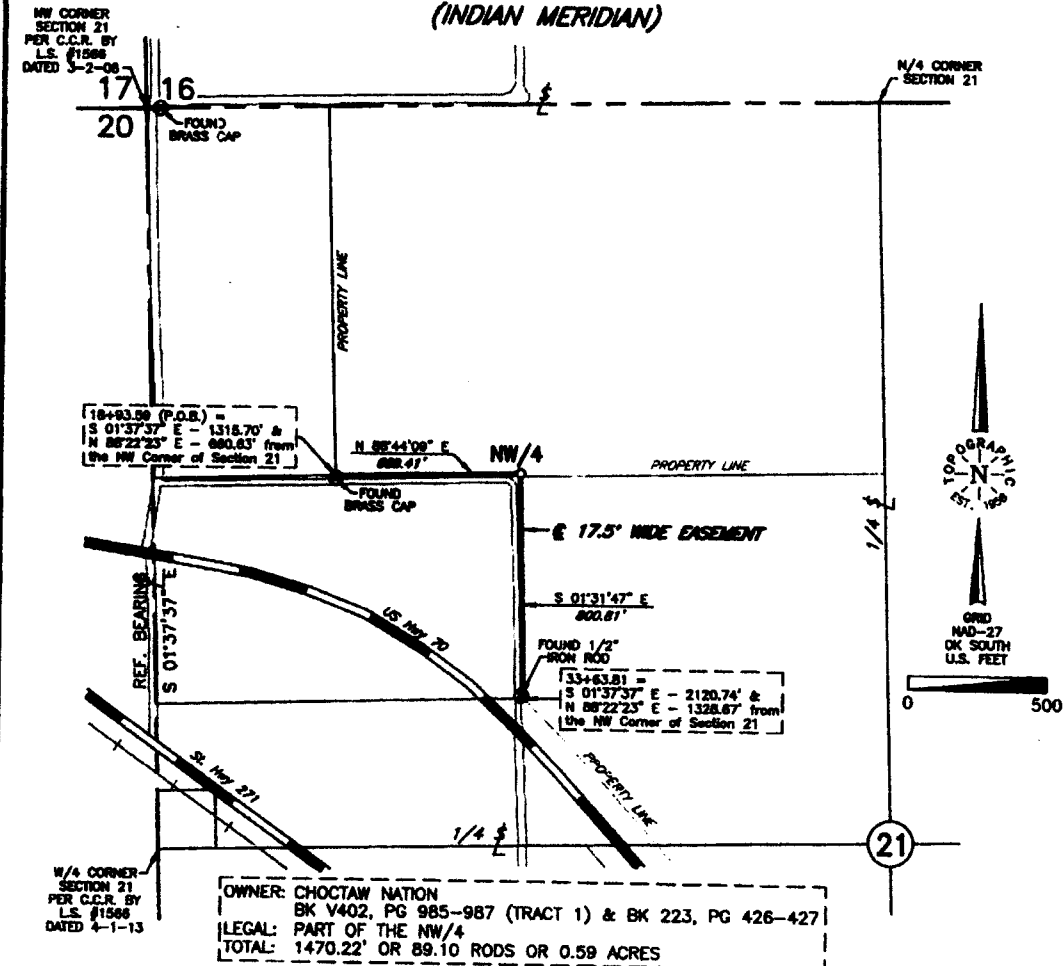
Commission # _____

 NOTARY PUBLIC

Agent: T.Birdsall Rods: Line: Hugo Dist. Job#: 021.051.2910.010014.137600 Tract#:

T 6 S - R 17 E
(INDIAN MERIDIAN)

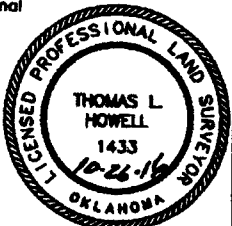
EXHIBIT "A"



CENTERLINE DESCRIPTION: (17.5' WIDE EASEMENT IN PART OF THE NW/4)
A 17.5 foot wide Easement lying in part of the Northwest Quarter (NW/4) of Section 21, Township 6 South, Range 17 East of the Indian Meridian, Choctaw County, Oklahoma, being 8.75 feet each side of the following described centerline:
BEGINNING (P.O.B.) at a point SOUTH 01°37'31" EAST on the west line of said NW/4 a distance of 1315.70 feet and NORTH 88°22'23" EAST perpendicular to the west line of said NW/4 a distance of 660.63 feet from the Northwest Corner of said Section 21;
Thence NORTH 88°44'09" EAST a distance of 669.41 feet;
Thence SOUTH 01°31'47" EAST a distance of 800.81 feet to and ending at a point SOUTH 01°37'37" EAST on the west line of said NW/4 a distance of 2120.74 feet and NORTH 88°22'23" EAST perpendicular to the west line of said NW/4 a distance of 1328.67 feet from the Northwest Corner of said Section 21.

The Basis of Bearing for this description is Grid, North American Datum 1927, Oklahoma South Zone, U.S. Feet. The reference bearing is the west line of the NW/4 of said Section 21, being SOUTH 01°37'37" EAST 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 October 26, 2015 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.



- NOTE -
OWNERSHIP PROVIDED BY CLIENT LISTED

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

| | | | | |
|---|----------|------|----|-------------------------------------|
| This plat was prepared exclusively for | | | | SCALE: 1" = 500' |
| OKLAHOMA NATURAL GAS | | | | DATE: 10-26-16 |
| and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors of Oklahoma. | | | | INVOICE NO.: 287139 |
| NO. | REVISION | DATE | BY | FILE NAME: G2B25B2.DWG |
| SURVEY BY: SO 10-25-16 | | | | JOB NO.: 021.051.2810.010014.157800 |
| DRAWN BY: NMB | | | | SHEET 2 OF 2 |
| APPROVED BY: TH | | | | |

SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS OF OKLAHOMA
6700 N. Cimarron, Okla. City, OK 73116 (405) 843-1047
Certificate of Authorization No. 1283 LS

40023967100

T 6 S R17E

Subject

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