

Agreement

This Agreement is made and entered into as of the date of the last signature below (the "Effective Date") by and between The City of Oklahoma City ("Oklahoma City"), the Oklahoma City Water Utilities Trust ("OCWUT") and Enerfin Gathering-East, LLC, a Delaware limited liability company doing business in Oklahoma, ("Enerfin") (the parties may be referred to singularly as "Party" or collectively as the "Parties").

Recitals

A. Oklahoma City is the fee owner of certain tracts of land situated within the West Half of the Southwest Quarter (W/2 SW/4) of Section Eighteen (18) Township Six (6) North, Range Five (5) East of the Indian Meridian, Pottawatomie County, Oklahoma and colloquially known as the "Konawa Pump Station – Tract 3" and "Konawa Pump Station – Tract 4" and being more particularly described in **Attachment A** attached hereto (referred to herein as "Tract 3 and Tract 4").

B. Enerfin owns and holds certain easement rights in and to Tract 3 and Tract 4 by virtue of that certain Grant of Right of Way dated October 17, 1996, from Margaret Kuestersteffen, Fred Kuestersteffen Jr., Sherry Butler, and Brenda Phillips to Enerfin Resources I Limited Partnership, recorded in Book 2616, Page 235 in the County Clerk's office of Pottawatomie County, Oklahoma (the "Right of Way"). The Right of Way was subsequently assigned to Enerfin Gathering-East, LLC, via that certain Conveyance of Pipeline Property and Assignment of Rights of Way dated January 1, 2023, and recorded at Instrument Number 202300001633 in the County Clerk's office of Pottawatomie County, Oklahoma.

C. Pursuant to Enerfin's Right of Way, Enerfin owns and operates a 2" natural gas pipeline which traverses under Tract 3 and Tract 4 (the "Pipeline").

D. The Parties recently entered into negotiations concerning Tract 3 and Tract 4, the Right of Way, and the Pipeline. As a result of said negotiations, the Parties have agreed to enter into this Agreement whereby Enerfin desires to release the Right of Way to Oklahoma City to the extent, and only to the extent, the Right of Way covers the lands within Tract 3 and Tract 4. The Right of Way shall remain in effect as to all additional lands covered thereby. In exchange for the release of Tract 3 and Tract 4, OCWUT agrees to compensate Enerfin as more specifically set forth below.

Terms

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** Every Recital hereinabove is incorporated herein by this reference as though fully set forth hereafter.

2. **Payment by OCWUT.** Within twenty (20) business days after the Effective Date, OCWUT will pay Enerfin Two Hundred Forty Thousand Five Hundred Dollars (\$240,500) in

readily available funds provided by check, to the law firm of Elias, Books, Brown and Nelson who will serve as the escrow agent ("Escrow Agent").

3. **Release of Enerfin's Right of Way.** Within five (5) business days after Escrow Agent confirms receipt of payment from OCWUT, and Enerfin confirms receipt of the executed agreement, Enerfin will properly execute and file of record with the Pottawatomie County Clerk a Partial Release of Right of Way Grant for Tract 3 and Tract 4, **Attachment B**. Enerfin will notify Oklahoma City when the Partial Release of Right of Way Grant has been filed by providing a scanned image of the Pottawatomie County Clerk payment receipt to Oklahoma City via email distribution. Enerfin will follow-up with the Pottawatomie County Clerk in three (3) business days when the recorded copies are available and email scanned images of the recorded agreement to Oklahoma City, and Elias, Books, Brown and Nelson via email distribution. Once a copy of the recorded Partial Release of Right of Way Grant is received by the Escrow Agent, Escrow Agent will release all funds to Enerfin.

4. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties and their respective predecessors, successors, assigns, directors, officers, employees, agents, members, affiliates, and subsidiaries, as applicable.

5. **Entire Agreement; Modification.** This Agreement, together with the Attachments attached to it and documents delivered by its terms and referred to in it, constitutes the entire agreement between the parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the parties are superseded by and merged into this Agreement. This Agreement may not be supplemented or modified except in a written agreement properly executed by the parties. The Attachments and documents referenced in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement.

6. **Choice of Law; Jurisdiction and Venue.** The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply the laws of another jurisdiction) exclusively apply to this Agreement. Any claim arising directly or indirectly from or relating to this Agreement must be filed and maintained exclusively in a court of competent jurisdiction in the state courts located in Pottawatomie County, Oklahoma. The parties submit to that jurisdiction and venue for all purposes.

7. **Waiver.** The terms of this Agreement may be waived only by a written document executed and delivered by the waiving party to the other party. No course of dealing between the parties, delay in the exercise of any rights under this Agreement, or failure to object to any action or omission constitutes a waiver of any terms of this Agreement. A waiver of any term of this Agreement will not constitute a continuing waiver of that term.

8. **Severability.** If any provision of this Agreement is determined to be to any extent invalid, illegal, or unenforceable, it will be deemed stricken from the Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the parties' original intent.

9. **Further Assurances.** The parties will cooperate in the execution and delivery of such further instruments and documents and take such further actions as the other party reasonably requests to effectuate the intent of this Agreement.

10. **Costs and Expenses.** Each party will bear its own costs and expenses related to this Agreement, including all expenses incurred for their own respective legal representation in connection with the negotiation and execution of this Agreement.

11. **Counterparts.** This Agreement may be signed in counterparts, each one of which will be considered an original, but all of which will constitute the same document. Counterparts may be delivered by electronic communication in portable document form (.pdf) or tagged image format (.tif), and electronically transmitted signatures will have the same effect as manually transmitted signatures.

12. **Authority.** Each party represents and warrants to the other that: (1) it has full authority and power to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement is fully empowered to do so; and (3) no consent or authorization is necessary from any third party.

Signatures on following page.

Enerfin Gathering-East LLC,
a Delaware limited liability company

By: 

Printed Name: D.C. Cremer RS JET

Title: Manager

Executed the 31st day of January 2025.

APPROVED by the Trustees and signed by the Chairman of the OKLAHOMA CITY WATER UTILITIES TRUST this 25TH day of FEBRUARY, 2025.

ATTEST:

Amy K. Simpson
Secretary



John D. Couch

APPROVED by the Council of THE CITY OF OKLAHOMA CITY this 11TH day of MARCH, 2025.

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

Reviewed for form and legality.

Patricia Mann
Assistant Municipal Counselor

Attachment A
Legal Description of Oklahoma City's Land

KONAWA PUMP STATION – TRACT 3

LEGAL DESCRIPTION

A tract of land being a part of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Eighteen (18), Township Six (6) North, Range Five (5) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows:

Beginning at the Southwest (SW) Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), said point being the POINT OF BEGINNING;

THENCE North 00°45'07" West, along and with the West line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), 1,218.56 feet to a point 100.00 feet South of the Northwest (NW) Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18);

THENCE North 89°22'08" East, parallel with and 100.00 feet South of the North line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 500.00 feet;

THENCE North 00°45'07" West, parallel with and 500.00 feet East of the West line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 100.00 feet to a point on the North line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18);

THENCE North 89°22'08" East, along and with the North line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 774.42 feet to the Northeast (NE) Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18);

THENCE South 00°33'23" East, along and with the East line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 1,318.41 feet to the Southeast (SE) Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18);

THENCE South 89°21'44" West, along and with the South line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 1,269.92 feet to the POINT OF BEGINNING.

Containing 1,627,334 square feet or 37.3584 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane South Zone NAD83)

**Attachment A (Cont.)
Legal Description of Oklahoma City's Land**

KONAWA PUMP STATION – TRACT 4

LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter (SW/4) of Section Eighteen (18), Township Six (6) North, Range Five (5) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of the Southwest Quarter (SW/4) of said Section 18;

THENCE North 00°45'06.66" West along the West Section line a distance of 1318.56 feet;

THENCE North 00°44'22.82" West along the West line of said Southwest Quarter (SW/4) a distance of 660.00 feet to the POINT OF BEGINNING;

THENCE North 00°44'22.82" West a distance of 100.00 feet;

THENCE North 89°22'08.07" East a distance of 500.00 feet;

THENCE South 00°44'22.82" East a distance of 100.00 feet;

THENCE South 89°22'08.07" West a distance of 500.00 feet to the POINT OF BEGINNING.

Said tract of land contains 50,000.00 square feet or 1.15 acres, more or less.

Attachment B
Partial Release of Right of Way Grant

After recording, return to:
Bill Irvin Land Services, LLC
13186 N. MacArthur Blvd.
Oklahoma City, OK 73142

PARTIAL RELEASE OF RIGHT OF WAY GRANT

This PARTIAL RELEASE OF RIGHT OF WAY (this “Partial Release”) is made and granted by **Enerfin Gathering-East LLC, successor in interest to Enerfin Resources I Limited Partnership** whose address is 1001 South Dairy Ashford Rd., Suite 220, Houston, Texas 77077 (hereinafter “Enerfin”) and **The City of Oklahoma City** whose address is 200 North Walker Ave., Oklahoma City, OK 73102 (hereinafter “Owner”).

RECITALS

1. Owner is the fee owner of certain tracts of land situated within the West Half of the Southwest Quarter (W/2 SW/4) of Section Eighteen (18) Township Six (6) North, Range Five (5) East of the Indian Meridian, Pottawatomie County, Oklahoma and colloquially known as the “Konawa Pump Station – Tract 3” and “Konawa Pump Station – Tract 4” and being more particularly described in **Exhibit A** attached hereto (referred to herein as “Tract 3 and Tract 4”).
2. Enerfin owns and holds certain easement rights in and to Tract 3 and Tract 4 by virtue of that certain Grant of Right of Way dated October 17, 1996, from Margaret Kuestersteffen, Fred Kuestersteffen Jr., Sherry Butler, and Brenda Phillips to Enerfin Resources I Limited Partnership, recorded in Book 2616, Page 235 in the County Clerk’s office of Pottawatomie County, Oklahoma (the “Right of Way”). The Right of Way was subsequently assigned to Enerfin Gathering-East, LLC, via that certain Conveyance of Pipeline Property and Assignment of Rights of Way dated January 1, 2023, and recorded at Instrument Number 202300001633 in the County Clerk’s office of Pottawatomie County, Oklahoma.
3. Pursuant to the Right of Way, Enerfin owns and operates a 2” natural gas pipeline which traverses under Tract 3 and Tract 4 (the “Pipeline”).
4. Whereas Enerfin desires to release the Right of Way to Owner to the extent, and only to the extent, the Right of Way covers lands within Tract 3 and Tract 4. The Right of Way shall remain in effect as to all additional lands therein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Enerfin hereby releases, surrenders, abandons, and quitclaims unto Owner, its successors, and assigns, and any additional owners of record, all of Enerfin's right, title and interest in, under, and by virtue of the Right of Way **insofar and only insofar** as it pertains to Tract 3 and Tract 4. Further, and for the avoidance of doubt, Enerfin, by and through this Partial Release, hereby abandons in place and conveys unto Owner all right, title, and interest in and to all portions of the Pipeline underlying Tract 3 and Tract 4. Said abandoned Pipeline is conveyed without warranty, "As Is, Where Is," and in its present condition, with all faults.

Enerfin, its successors and assigns, expressly reserves and excepts from the Partial Release herein, all easements, rights, and rights-of-ways granted under the terms of the Right of Way as to all additional lands within the West Half of the Southwest Quarter (W/2 SW/4) of Section Eighteen (18) Township Six (6) North, Range Five (5) East.

This Partial Release may be separately executed in counterparts, which together shall be deemed to constitute one and the same agreement.

Executed this ____ day of _____, 2025

[signature page follows]

Executed this ____ day of _____, 2025.

ENERFIN GATHERING-EAST LLC,
a Delaware limited liability company

By: _____
D. C. Cremer, Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2025, by D. C. Cremer, Manager of Enerfin Gathering LLC, on behalf of such limited liability company. I certify that the preceding document entitled Release of Easement, dated _____, 2025, containing _____() pages is a true and correct copy of an electronic document printed by me or under my supervision, and that, at the time of printing, no security features present on the electronic document indicated any changes or errors in an electronic signature or other information in the electronic document since its creation or execution.

(Signature of Notary)

(Print Name)

Notary Public in and for the State of Texas
My Commission Expires _____

Attachment A
Legal Description of Oklahoma City's Land

KONAWA PUMP STATION – TRACT 3

LEGAL DESCRIPTION

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Beginning at the Southwest (SW) Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), said point being the POINT OF BEGINNING;

THENCE North 00°45'07" West, along and with the West line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), 1,218.56 feet to a point 100.00 feet South of the Northwest (NW) Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18);

THENCE North 89°22'08" East, parallel with and 100.00 feet South of the North line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 500.00 feet;

THENCE North 00°45'07" West, parallel with and 500.00 feet East of the West line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 100.00 feet to a point on the North line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18);

THENCE North 89°22'08" East, along and with the North line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 774.42 feet to the Northeast (NE) Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18);

THENCE South 00°33'23" East, along and with the East line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 1,318.41 feet to the Southeast (SE) Corner of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18);

THENCE South 89°21'44" West, along and with the South line of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section Eighteen (18), a distance of 1,269.92 feet to the POINT OF BEGINNING.

Containing 1,627,334 square feet or 37.3584 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane South Zone NAD83)

Attachment A (Cont.)
Legal Description of Oklahoma City's Land

KONAWA PUMP STATION – TRACT 4

LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter (SW/4) of Section 18, Township 6 North, Range 5 East of the Indian Meridian, Pottawatomie County, Oklahoma, and being more particularly described as follows:

Commencing at the Southwest Corner (SW/C) of the Southwest Quarter (SW/4) of Section 18, Township 6 North, Range 5 East; Thence North 00°45'06.66" West along the West Section line a distance of 1318.56 feet; Thence North 00°44'22.82" West along the West line of said Quarter (SW/4) a distance of 660.00 feet to the Point of Beginning:

Thence North 00°44'22.82" West a distance of 100.00 feet;

Thence North 89°22'08.07" East a distance of 500.00 feet;

Thence South 00°44'22.82" East a distance of 100.00 feet;

Thence South 89°22'08.07" West a distance of 500.00 feet to the Point of Beginning.

Said tract of land contains 50,000.00 square feet or 1.15 acres, more or less.