

DEPARTMENT OF THE AIR FORCE
LICENSE
TO OKLAHOMA CITY WATER UTILITIES TRUST

DEPARTMENT OF THE AIR FORCE

LICENSE

TO OKLAHOMA CITY WATER UTILITIES TRUST AND THE CITY OF OKLAHOMA CITY

TO USE PROPERTY LOCATED ON TINKER AIR FORCE BASE, OKLAHOMA

PREAMBLE

THE SECRETARY OF THE AIR FORCE (the “Grantor” or “Government”), acting under the authority of 10 U.S.C. § 2688, hereby grants to **Oklahoma City Water Utilities Trust, a trust, and The City of Oklahoma City, a municipality, each** organized and doing business under the laws of the State of **Oklahoma** (together the “Grantee”), a License at will for the non-exclusive use of the real property vacant parcel of land as more specifically shown on the map in **Exhibit A** and described by legal description in **Exhibit B** on Tinker Air Force Base, Oklahoma, attached hereto and made a part hereof (the “Premises”). Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties.”

This License is granted to Grantee as the System Owner for the utilities privatization project at the Installation. Grantee has been awarded that certain Utility Service Contract, **SP0600-20-C-8331** dated August 25 2020, attached as **Exhibit F** for the ownership, operation and maintenance of the Potable Water and Wastewater utility system(s) at the Installation (the “Contract”). The purpose of this License is to allow Grantee, including its officers, employees, contractors of any tier, agents, and invitees, to use the Premises in order to facilitate the timely delivery of utility services for the Installation during the term of the Contract.

THIS LICENSE is granted subject to the following conditions.

BASIC TERMS

1. TERM AND USE OF PREMISES

1.1. This License shall be effective commencing **15 MAR 2024** (“Term Beginning Date”) and shall remain in effect until the expiration of the Contract **30 SEP 2071** (“Expiration Date”), unless sooner terminated by Grantee or Grantor in accordance with the terms of this License or the Contract. The obligations of Grantee, including those regarding remediation of environmental damage and removal of equipment, facilities, or improvements installed by Grantee, shall remain in effect after the termination of this License unless otherwise agreed to by the Parties.

1.2. The sole purpose for which the Premises may be used by Grantee is for the installation, construction, renovation, operation, maintenance, repair, and management of equipment, facilities, or improvements necessary for Grantee to provide the timely delivery of utility services in accordance with the terms of the Contract, including without limitation, the use of the Premises for office space, maintenance shops, materials storage, staging areas, or other appropriate uses required for delivery of utility services.

1.3. Unless otherwise provided in the Contract, the installation or construction of new or additional equipment, facilities or improvements by Grantee shall be done at Grantee's sole cost and expense. Title to all such equipment, facilities or improvements shall remain with Grantee. Grantee shall be required to obtain approval from the Installation and contracting officer for the Contract (the "Contracting Officer") prior to the installation, construction, or removal of any fixtures, facilities, or improvements to be owned by Grantee on the Premises.

1.4. In no event shall the Premises be used by Grantee for any services, operations, or activities other than the delivery of utility services as required by the Contract.

2. CONSIDERATION AND COSTS

2.1. Grantee shall not pay a fee to Grantor for this License. This License is granted in consideration of Grantee's agreement to use the Premises to provide utility services in accordance with the terms and conditions of the Contract, which provides a mutual benefit for Grantor and Grantee.

2.2. Unless otherwise provided in the Contract, the use, operation, and occupation of the Premises pursuant to this License shall be without cost or expense to the Government.

3. CORRESPONDENCE

3.0. All correspondence to be sent and notices to be given pursuant to this License shall be addressed, if to Grantor, to:

**Department of the Air Force
72ND ABW/CEI – Real Property Office
7535 5th St, Tinker AFB, OK 73145**

and, if to Grantee, to:

**Oklahoma City Water Utilities Trust
420 W Main St STE 500
Oklahoma City, OK, 73102-4406**

and,

**The City of Oklahoma City
200 North Walker
Oklahoma City, OK 73102**

or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as

aforesaid, deposited, postage prepaid, and postmarked by the United States Postal Service or any recognized delivery service.

4. INSTALLATION RESERVATIONS

4.1. The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation Commander or his duly authorized representative.

4.2. In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit Grantee to interfere with the Installation's military mission. This Installation is an operating military Installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797 and of 18 U.S.C. § 1382. Less and except as provided for Condition 33 below, access to the Installation is subject to the control of its Commanding Officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This License is subject to all applicable regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this License. Violation of any such regulations, orders, or conditions may result in the termination of this License. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this License.

4.3. The provisions on Right of Access in Section C.6.2 of the Contract shall apply to the Premises.

5. DEFAULT AND TERMINATION

5.0.. Grantee's failure to comply with any provision of this License, where such failure to comply continues for thirty (30) days after delivery of written notice by the Grantor to the Grantee, shall constitute an event of default by Grantee under this License. If, however, such default is not reasonably susceptible to cure within such thirty (30) day period, the Grantee shall have such longer period as may be approved in writing in advance by the Grantor, which approval shall not be unreasonably withheld, to cure such default so long as the Grantee commences curing such default within the initial thirty (30) day period and diligently prosecutes such cure to completion in accordance with a schedule approved in writing by the Government. If a default has not been cured by the Grantee, the Grantor may terminate this License upon providing a written termination notice to the Grantee. The written termination notice shall be effective as of the date specified therein, which shall be at least five (5) but not more than thirty (30) days after its receipt by the Grantee.

OPERATION OF THE PREMISES

6. EASEMENTS AND RIGHTS OF WAY

6.0. This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the

Premises with due regard for this License.

7. CONDITION AND PROTECTION OF PREMISES

7.1. Grantee has inspected and knows the condition of the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. The Grantor has signed a Visual Site Inspection Report, attached as **Exhibit D** hereto, to reflect the condition of the Premises prior to the Premises being occupied by Grantee. The report shall be used to compare the condition of the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises in the condition required by this License.

7.2. Unless otherwise provided in the Contract, Grantee shall, at all times, at its sole cost and expense, protect, repair, and maintain the Premises in good order and condition. Grantee shall exercise due diligence in protecting the Premises against damage or destruction related to Grantee's activities. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee's activities.

8. DAMAGE TO PREMISES OR PROPERTY

8.0. Any of Grantor's property damaged or destroyed by Grantee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of Grantor. If Grantee fails to promptly repair or replace any such property after being notified to do so by Grantor, Grantor may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement. Grantee shall promptly correct to Grantor's satisfaction any interference with the use of property under control of Grantor, incident to the exercise of the rights and privileges herein granted.

9. TAXES

9.0. Grantee Payment of Taxes. Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this License may be imposed on Grantee or the Premises.

10. INSURANCE

10.1. Risk of Loss. To the extent provided by Oklahoma law, Grantee shall, in any event and without prejudice to any other rights of Grantor, bear all risk of loss or damage or destruction to the Premises, including any buildings, improvements, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by Grantor; provided, however, Grantor shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of Grantor to the extent such loss or damage is not covered by coverage of insurance required under this License.

10.2. License Insurance Coverage. During the term of this License, Grantee will carry and maintain the insurance coverage required under the terms of the Contract.

10.3. Damage or Destruction of Premises. In the event all or part of the Premises is damaged (except *de minimis* damage) or destroyed, Grantee shall promptly give notice thereof to Grantor and the Parties shall proceed as follows:

10.3.1. In the event that Grantor, in consultation with Grantee, determines that the magnitude of damage is so extensive that the Premises cannot be used by Grantee for its operations and the repairs, rebuilding, or replacement of the Premises cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Premises"), either Party may terminate this License as provided herein. If this License is terminated, Grantee shall, as soon as reasonably practicable after the casualty, restore the Premises as nearly as possible to the condition that existed immediately prior to such loss or damage.

10.3.2. In the event that Grantor, in consultation with Grantee, shall determine that Extensive Damage or Destruction of the Premises has not occurred, neither Party shall have the right to terminate this License. Grantee shall, as soon as reasonably practicable after the casualty, restore the Premises as nearly as possible to the condition that existed immediately prior to such loss or damage.

11. NEW CONSTRUCTION/ALTERATIONS

11.0. New construction on the Premises, or additions to or alterations of the Premises, shall require prior written approval of the Contracting Officer and Installation, in accordance with the terms of the Contract. If Grantee builds new facilities or remodels existing facilities, any such new or existing facilities shall comply with the Installation architectural standards and must be fully coordinated with the Installation prior to construction.

12. COSTS OF UTILITIES/SERVICES

12.0. Unless otherwise provided in the Contract, Grantee is responsible for obtaining, at its sole cost and expense, all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises. Grantor may, if its capabilities permit, consent to provide certain of these services to the Grantee on a reimbursable basis. Unless otherwise provided in the Contract, reimbursable utilities are paid in advanced annually and are due at the start of the fiscal year.

13. RESTORATION

13.0. The provisions on Restoration in Section C.6.3 of the Contract shall apply to the Premises.

CHANGES IN OWNERSHIP OR CONTROL

14. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL

14.0. Grantee shall not, without the prior written consent of the Grantor, transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (collectively, a "transfer"), this License or any interest therein or any property on the Premises, or otherwise create any interest therein. No transfer of Grantee's rights or interests under this License shall occur except in connection with Grantor's recognition of a successor in interest to the Contract, as further described under the terms of the Contract. This provision shall not impact access to the Premises by Grantee, including its officers, employees, contractors of any tier, agents, and invitees, in order to deliver utility services pursuant to the Contract.

15. LIENS AND MORTGAGES

15.0. Except for liens or other encumbrances already approved by Grantor in connection with the Contract, Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Grantor.

ENVIRONMENT

16. ENVIRONMENTAL COMPLIANCE

16.1. In its activities under this License, Grantee shall comply with all applicable environmental requirements, including without limitation, those requirements concerning environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

16.2. Grantee shall comply with the environmental compliance provisions in the Contract.

16.3. To the extent provided by Oklahoma law, Grantee shall indemnify, defend, save, and hold the Grantor harmless against any and all judgments, expenses, liabilities, claims, and charges of whatever kind or nature, resulting from Grantee's failure to comply with the environmental compliance provisions in this License. Such indemnification shall include, but is not limited to, any costs or claims arising from, or related to, any damage to property, or injury to, or death of, a person to the extent that Grantee's failure to comply with environmental requirements and/or management of contaminated materials caused, or contributed to, such damage, injury, or death. Grantee shall not be required to indemnify Grantor for losses that are both caused by pre-existing environmental conditions and not caused by the negligence, misconduct, or recklessness of Grantee.

17. ASBESTOS- CONTAINING MATERIALS AND LEAD-BASED PAINT

17.1. Asbestos-Containing Materials. Grantee shall comply with the provisions on asbestos-containing materials in the Contract.

17.2. Lead-Based Paint. Grantee shall comply with the provisions on lead-based paint in the Contract.

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Unless otherwise provided in the Contract, Grantee, at its sole cost and expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law and the Contract. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined

in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

18.2. Any unexploded ordnance, as that term is defined in Title 10, United States Code, discovered on the Premises by Grantee is the responsibility of Grantor and will not be disturbed by Grantee but, upon discovery, shall be immediately reported to Grantor.

19. HISTORIC PRESERVATION

19.0. Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify Grantor and protect the site and the material from further disturbance until Grantor gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. Grantor shall provide Grantee access to the IRP records applicable to the Premises, if any, and shall provide to Grantee a copy of any amendments to or restatements of the IRP records affecting the Premises. If the Installation has been listed on the National Priorities List (NPL) at the time this License is granted, or is listed subsequent to the granting of this License, Grantor will provide Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between Grantor and the U.S. Environmental Protection Agency, along with any amendments to the FFA when they become effective. Should any conflict arise between the terms of the FFA, as it may be amended, and the provisions of this License, the terms of the FFA shall govern.

20.2. No Liability for Interference. Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact Grantee's quiet use and enjoyment of the Premises. Grantee agrees that notwithstanding any other provision of this License, Grantor shall have no liability to Grantee should implementation of the IRP or other hazardous waste cleanup requirements interfere with Grantee's use of the Premises, whether imposed by law, regulatory agencies, Grantor or the Department of Defense. To the extent permitted by Oklahoma law, Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this License or otherwise.

20.3. Government Right of Entry. Grantor and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to Grantee, to enter upon the Premises for the purposes enumerated in this Condition.

20.3.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, test pitting, testing soil borings, and other activities related to the IRP;

20.3.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.3.3. To conduct any test or survey related to the implementation of the IRP or

environmental conditions at the Premises or to verify any data submitted to the United States Environmental Protection Agency (EPA) or the State environmental department by the Government relating to such conditions; and

20.3.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, test pitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.3.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.3.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with Grantee's quiet use and enjoyment of the Premises arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.4. Response or Remedial Actions. Grantee agrees to comply with the provisions of any health or safety plan in effect under the IRP or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Grantee. Grantee or its invitees shall have no claim arising from such entries against Grantor or any of its officers, agents, employees, contractors, or subcontractors unless otherwise provided in the Contract. In addition, Grantee shall comply with all applicable Federal, state, and local occupational safety and health regulations.

20.5. Alterations and Environmental Cleanup. Grantee further agrees that it shall deliver to Grantor prior written notice accompanied by a detailed written description of all proposals for any alterations, new construction or renovations (as outlined in Condition 11) ("Grantee Work") that may impede or impair any activities under the IRP, or the FFA Inter Horizontal Plane, or are to be undertaken in certain areas of the Premises identified as "Areas of Special Notice" on **Exhibit C** to this License. These Areas of Special Notice consist of either "Operable Units" (as defined in the National Contingency Plan) or other areas of concern because of the potential to exceed 150 feet and enter the FFA Inter Horizontal Plane, or for environmental contamination and include buffer areas as shown on **Exhibit C**. The notice and accompanying written description of such proposed Grantee Work shall be provided to Grantor sixty (60) days in advance of the commencement of any such proposed Grantee Work. In addition, Grantee Work shall not commence until Grantee has complied with the provisions of Condition 11. The detailed written description must include the effect such planned work may have on site soil and groundwater conditions and the cleanup efforts contemplated under the IRP and the FFA, if applicable. Notwithstanding the preceding three sentences, Grantee shall be under no obligation to provide advance written notice of any Grantee Work that will be undertaken totally within any structure located on the Premises, provided that such work will not impede or impair any activities under the IRP or the FFA, if applicable. However, any work below the floor of any such structure within any Area of Special Notice that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater, or will impede or impair any activities under the IRP or the FFA, will be subject to the sixty (60) day notice requirement imposed by this Condition 20.5.

21. ENVIRONMENTAL BASELINE SURVEY / CONDITION OF PROPERTY

21.1. An Environmental Baseline Survey (EBS) waiver for the Premises dated 21 August 2023 has

been delivered to Grantee and is attached as **Exhibit E** hereto. The EBS waiver shall not constitute a representation or warranty on the part of Grantor regarding the environmental or physical condition of the Premises, and Grantor shall have no liability in connection with the accuracy or completeness thereof. In this regard, Grantee acknowledges and agrees that Grantee has relied, and shall rely, entirely on its own investigation of the Premises in determining whether to enter into this License. A separate restatement of EBS waiver for the Premises shall be prepared by Grantor, after the expiration or earlier termination of this License ("Final EBS Waiver"). Such Final EBS Waiver shall document the environmental conditions and matters on and affecting the Premises on the Expiration Date as determined from the records and analyses reflected therein. The Final EBS Waiver will be used by Grantor to determine whether Grantee has fulfilled its obligations to maintain the Premises pursuant to all the requirements stated under this License.

21.2. Consistent with the last sentence in Section H.4.1 of the Contract, the obligations of Grantee under this License do not include, and Grantee does not assume, any liability or responsibility (including liability to third parties or indemnification obligations to the Grantor) relating to or arising from any injury, damages, or environmental impacts that are: (1) caused by pre-existing conditions that are reasonably determined to have existed prior to the Term Beginning Date of this License; or (2) not caused by the negligence, misconduct, or recklessness of the Grantee.

GENERAL PROVISIONS

22. GRANTOR PROPERTY

22.0. Any interference with the use of or damage to property under control of Grantor, incident to Grantee's exercise of the rights and privileges herein granted shall be promptly corrected by Grantee to the satisfaction of Grantor. If Grantee fails to promptly repair or replace any such property after being notified to do so by Grantor, Grantor may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

23. SPECIAL PROVISIONS

23.0. The Grantee may occupy a temporary facility during the construction of a permanent operations facility on the licensed site. Unless otherwise provided in the Contract, the temporary facility and any utility connections/commodities must be approved by the Installation and be at no cost to the Government. The temporary site must be restored upon completion of the permanent facility, in accordance with Section 13 of this License.

23.1 Due to the proximity of the Tinker AFB Natural Resources Urban Greenway, the Grantee must comply with natural resources conservation principles and standards as outlined in the Tinker Air Force Base Integrated Natural Resources Management Plan's (INRMP) most current version. Any chemical applications (e.g., pesticides) must be coordinated in advance with the Tinker AFB Pest Management Coordinator. The Grantee shall comply with all local, state, and federal laws and regulations regarding protected wildlife species specifically the Texas Horned Lizard.

24. RIGHTS NOT IMPAIRED

24.1. Rights Not Impaired. Nothing contained in this License shall be construed to diminish, limit, or restrict any right, prerogative, or authority of Grantor over the Premises relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in

law, regulation, or military custom.

24.2. Installation Access. Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. Grantee further acknowledges that Grantor strictly enforces Federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. Grantor will use reasonable diligence in permitting Grantee access to the Premises at all times, subject to the provisions of this paragraph. Unless otherwise provided in the Contract, Grantee agrees that Grantor will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the base under Federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. Grantor retains the right to refuse access to the Premises by Grantee and its officers, employees, contractors, agents, and invitees. Grantee and its officers, employees, contractors, agents, and invitees fully agree to abide with all access restrictions imposed by Grantor in the interest of national defense.

24.3. Permanent Removal and Barment. Notwithstanding anything contained in this License to the contrary, Grantor has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to Grantee's officers, employees, contractors, agents, and invitees, if Grantor believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4. No Diminishment of Rights. Except as provided in this Condition 24, nothing in this License shall be construed to diminish, limit, or restrict any rights of Grantee under this License.

25. COMPLIANCE WITH APPLICABLE LAWS

25.0. Grantee shall comply with all applicable federal, state, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits to engage in its activities. Grantor is not responsible for obtaining permits for Grantee or for allowing Grantee to use permits obtained by Grantor.

26. AVAILABILITY OF FUNDS / RECOVERY OF COSTS

26.1. The obligations of Grantor and Grantee under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

26.2. Nothing in this License shall be construed to prevent or limit Grantee's ability to recover costs and expenses that may be recovered or reimbursed pursuant to the terms of the Contract.

27. CONGRESSIONAL REPORTING

27.0. This License is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

28.0. This License may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

29. GENERAL INDEMNIFICATION

29.1. Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. To the extent provided by Oklahoma law, Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this License. To the extent provided by Oklahoma law, Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

29.2. To the extent provided by Oklahoma law, Grantee shall indemnify, defend, save, and hold Grantor harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the use or activities of Grantee, its officers, employees, contractors, agents, invitees, or others under this License, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort Claims Act, or, in regard to indemnification, to the extent Grantee is prohibited from doing so by federal or state law.

30. ENTIRE AGREEMENT

30.0. It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein or in the Contract.

31. CONDITION AND PARAGRAPH HEADINGS

31.0. The headings contained in this License are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

32. STATUTORY AND REGULATORY REFERENCES

32.0. Any reference to a statute or regulation in this License shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. CONFLICTS

33.0. If any provision of this License conflicts with any provision of the Contract, the provision of the Contract shall control.

34. PRIOR AGREEMENTS

34.0. This License supersedes all prior agreements, if any, to Grantee for the Premises, but does not

terminate any obligations of Grantee under such prior Licenses or agreements that may by their terms survive the termination or expiration of those Licenses or agreements, except to the extent such obligations are inconsistent with this License or in the Contract.

35. Exhibits

35.0. The following exhibits are attached to and made a part of this License:

Exhibit A – DEPICTION OF PREMISES

Exhibit B – DESCRIPTION OF PREMISES

Exhibit C – AREAS OF SPECIAL NOTICE – URBAN GREENWAY / MONITORING WELLS

Exhibit D – VISUAL SITE INSPECTION CHECKLIST

Exhibit E – ENVIRONMENTAL CONDITION OF THE PROPERTY

Exhibit F – UTILITIES PROVATIZATION WATER/WASTEWATER CONTRACT

GRANTOR SIGNATURE PAGE TO LICENSE

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this 12th day of Mar, 2024 to be effective on the Term Beginning Date.

THE UNITED STATES OF AMERICA,
acting by and through the Secretary of the Air Force

By: Tammy R. O'Neill
TAMMY R. ONEILL, GS-15, DAF
Acting Director, Installations Directorate
Air Force Civil Engineering Center

GRANTEE SIGNATURE PAGE TO LICENSE

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 16TH day of JANUARY, 20 24

ATTEST:

**OKLAHOMA CITY WATER UTILITIES
TRUST**

Amy K. Simpson
SECRETARY



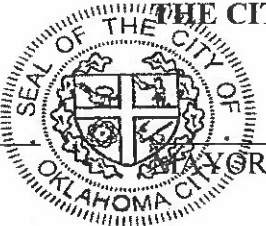
Joe C. Smith
CHAIRMAN

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this 16TH day of JANUARY, 20 24

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

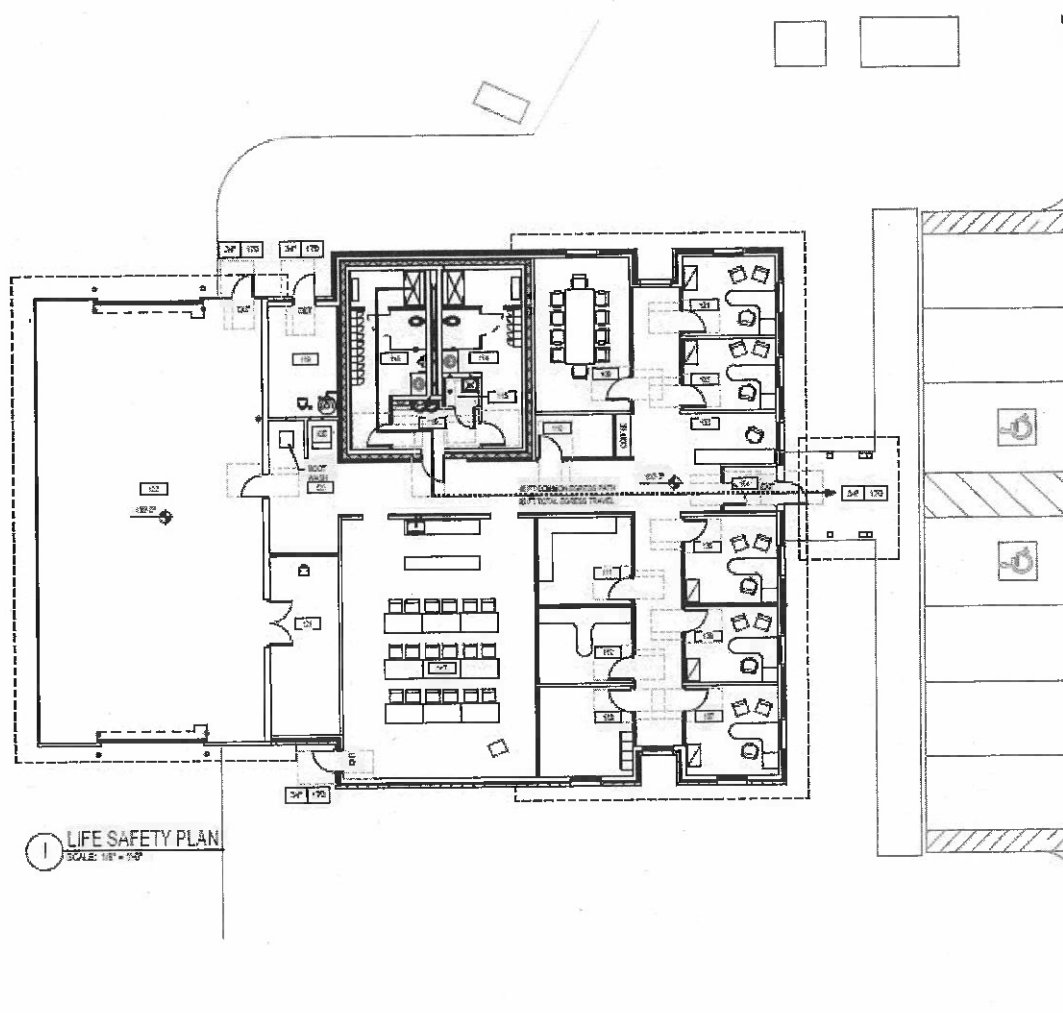
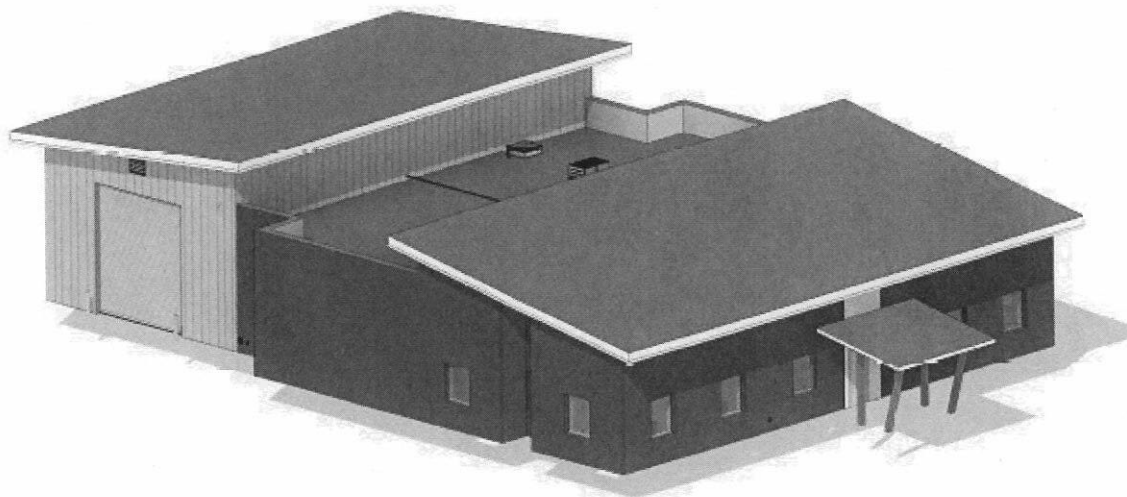
Craig B. Keith
ASSISTANT MUNICIPAL COUNSELOR

EXHIBIT A

DEPICTION OF PREMISES

The Premises is located west of Air Depot Blvd and North of the off-base Boeing Facility. The Premises southern boundary is at the Tinker AFB perimeter fence, the northern and eastern boundaries are at the Natural Recourse Urban Greenway and Air Depot Blvd, and the western boundary is a north/south line approximately 692 feet from the western edge of Air Depot Blvd.





OCWUT Operational Building and Laydown Yard Water and Wastewater Utility Lines:

OCWUT is responsible for paying for the utilities at the Operations Building in accordance to the Contract. Instead of connecting to Tinker AFB utilities as a reimbursable customer under a utility easement, OCWUT will connect to its own Oklahoma City water and wastewater lines at no cost to the Government (unless otherwise provided in the Contract) as part of its Operations Building and Laydown yard license. OCWUT-owned utilities (blue for OCWUT-owned water line and green for OCWUT-owned wastewater line) will be included as part of this instrument for annual compliance review. Any necessary easements outside the Base perimeter are not associated with this license and need to be addressed separately.

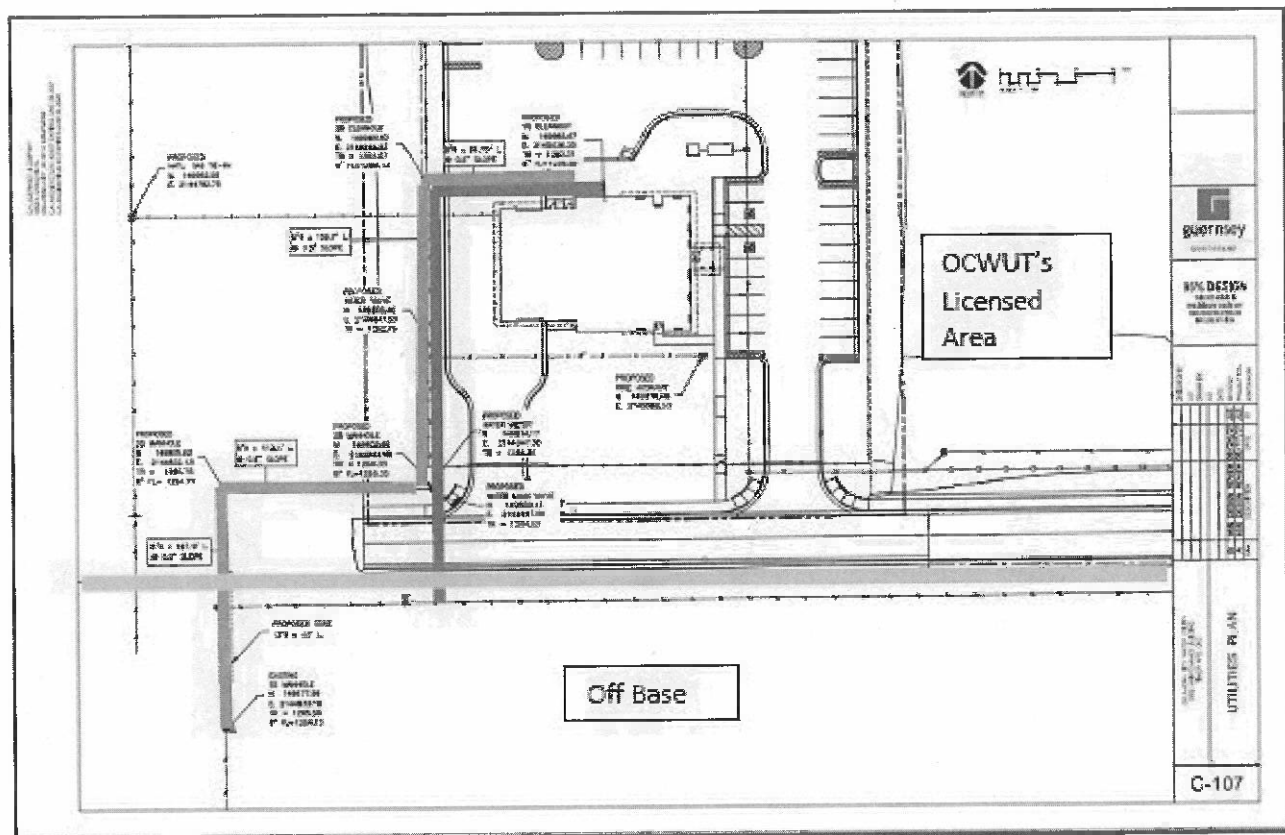
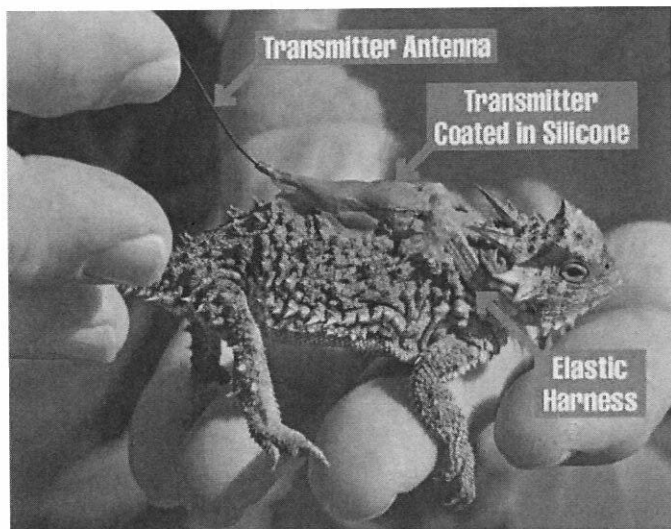


EXHIBIT C

AREAS OF SPECIAL NOTICE – TEXAS HORNED LIZARDS, SOIL RECLAMATION MONITORING WELLS, AND URBAN GREENWAY



Texas Horned Lizards - Tinker Air Force Base and the Oklahoma City Zoo have partnered to Research a colony of 50-60 Texas Horned Lizards located on Tinker AFB's Urban Greeways. If a Texas Horned Lizard is sited on Premises contact the Tinker AFB Natural Resource Office at (405) 734-7074. The Natural Resource Office will capture and relocate any lizards found.

Soil Reclamation Monitoring Wells - AFCEC provides environmental restoration investigation and clean-up efforts on Tinker AFB to remediate soil and groundwater contamination both on base as well as any off-base contamination attributable to Tinker AFB activities. Four (4) ground water monitoring wells are located on the Premises. Contact the AFCEC Installation Support Section at (405) 734-4576 for any concerns related to soil or groundwater reclamation monitoring equipment.

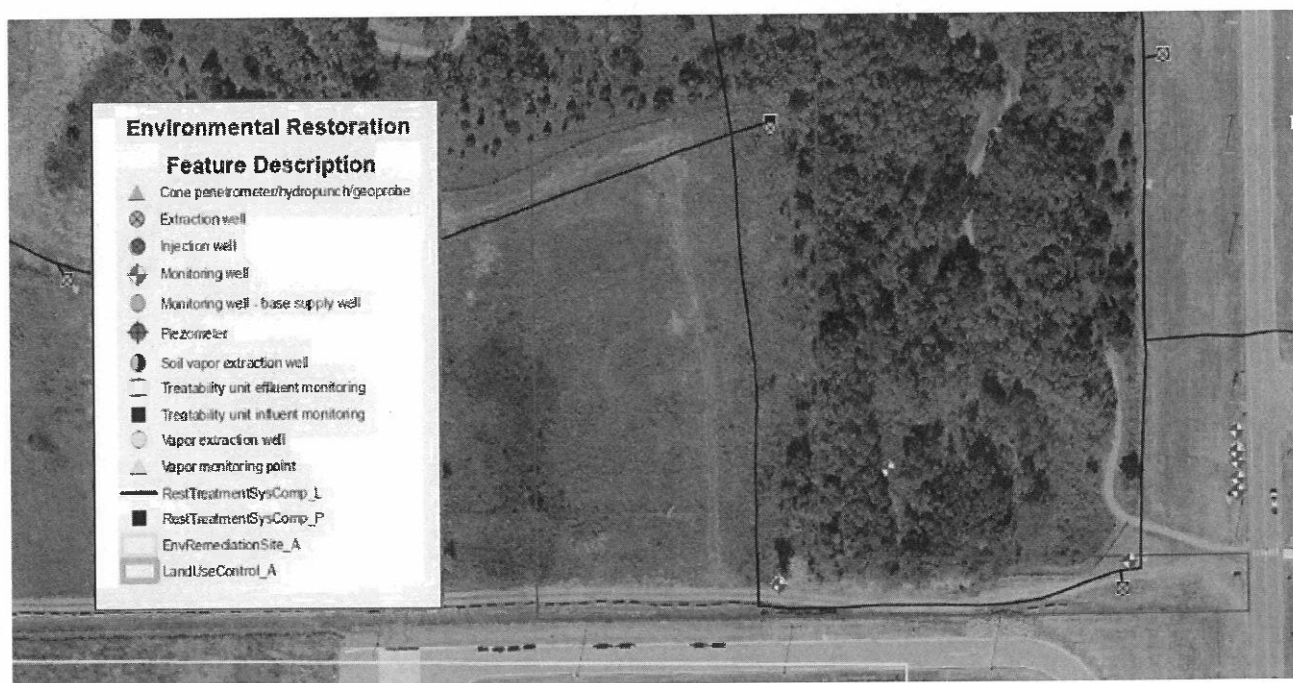


EXHIBIT D

VISUAL SITE INSPECTION (VSI) CHECKLIST

TINKER AFB, OK
GENERAL INFORMATION

License Number: USAF-AFMC-WWYK-21-2-0001

Property Use: Allow Oklahoma City Water Utilities Trust (OCWUT) to use a 2-acre vacant parcel on Tinker AFB in order to facilitate the timely delivery of privatized water and wastewater utility services for the Installation during the 50-year term of Contract SP0600-20-C-8331.

Inspected: by Mr. Tim Taylor

Type of Building: N/A

Area (Acres): 2

Type of Construction: N/A

Year of Construction: N/A

Description of Facility: **Undisturbed Land**

PHYSICAL SETTING

Current Uses of the

Are any current uses likely to involve treatment, storage, disposal, or generation of hazardous substances or petroleum products? No

Past Uses of the

Were any past uses likely to have involved treatment, storage, disposal, or generation of Hazardous substances or petroleum? No

Report all past uses based on observations, interviews, and records review.

PHYSICAL CONDITIONS and FINDINGS:

N = No Y=Yes X=Excellent G=Good F=Fair P=Poor

Comments

Condition of Paint	N/A
Condition of Building	N/A
Air Emissions Sources	N/
PCB Containing Equipment	N/
Historical Property	No historic buildings or archaeological sites.
Observed Wetlands	Wetlands are within a 100 yards of the site.
Drinking Water	None
Remedial	None
Monitoring Wells	Four monitoring well onsite. One in the northeast corner, southeast corner, and two near Air Depot Blvd.

Hazardous Material and Waste, Petroleum, Oil,

Describe the condition of and materials handled by the following units (use the abbreviations listed below for Waste Stream column).

N=No Y=Yes HM=Hazardous Material HW=Hazardous Waste POL=Petroleum Oil & Lubricant Product POLW=POL OTH=Other

UNITS

	WASTE	
INDUSTRIAL	STREA	COMMENTS

Floor Drains	N/A
---------------------	-----

Waste Water System	N/A
---------------------------	-----

Oil/Water Separators	N/A
-----------------------------	-----

Wash racks	N/A
-------------------	-----

INDUSTRIAL	WASTE STREAM	COMMENTS
Above Ground Storage		None
Underground Storage		None
Other		None
Sumps		None
Silver Recovery Units		None
Hydrant System		None
Radioactive Units		None
Container Storage Area		None
Munitions		None
Other		None
SURFACE WATER		Comments
Storm Water		None
Pits, Ponds,		None
Other		N/A
MUNICIPAL		Comments
Sanitary Sewer (utilityownership)		No

INDUSTRIAL	WASTE STREAM	COMMENTS
------------	-----------------	----------

Septic Tanks

None

Grease Traps

None

Drains

None

Other

N/A

Site Conditions

Y=Yes N=None

Comments

Odors

None

Pools of Liquid

None

Stained Soil

None

Stains (*walls, floor, etc.*)

None

Stressed Vegetation

None

Other Areas of Concern

There is a petroleum line within 100 feet of the proposed site.

AIR FORCE
REPRESENTATIVE:

TAYLOR.TIMOTHY
Y.T.1150426037

Digitally signed by
TAYLOR.TIMOTHY.T.1150426037
Date: 2021.06.24 13:45:45 -0500

24 June 2021

DATE

EXHIBIT E

ENVIRONMENTAL BASELINE SURVEY/ENVIRONMENTAL CONDITION OF THE PREMISES

WAIVER FOR ENVIRONMENTAL BASELINE SURVEY

SUBJECT: The Oklahoma City Water Utilities Trust (OCWUT) requires a license (License No. USAF-AFMC-WWYK-23-2-012). OCWUT has been awarded a Utility Service Contract, SP0600-20-C- 8331, dated August 25 2020, for the ownership, operation and maintenance of the Potable Water and Wastewater utility systems at Tinker AFB. The purpose of this License is to allow OCWUT, including its officers, employees, contractors of any tier, agents, and invitees, to construct, renovate, operate, maintain, and repair an operations building with associated facilities (parking lot, sidewalk, access road, utilities, etc.), and to manage equipment, supplies, or improvements in an adjacent lay-down yard in order to facilitate the timely delivery of utility services for Tinker AFB during the term of the Contract.

WAIVER QUALIFICATION: The Base Civil Engineer or authorized designee, in consultation with the base real property staff, may waive EBS requirements under the provisions of DAFI 32-7020 "*Environmental Restoration Program*" for real property transactions involving non-BRAC property. Records review, interviews, or site inspections indicate there are no new potential sources, releases, or disposal of environmental contamination on the property and the examination of the proposed use of the property indicates that the following criteria are met:

1. The condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents.
2. The allowable use of the property will not introduce any new hazardous substances or petroleum products in quantities greater than the legally allowable minimum levels.
3. The allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc.).
4. The real property transaction documents are renewing a temporary interest in real property with no change in the premises or in allowable use will occur.

CERTIFICATION: Under the proposed terms of this real estate instrument and IAW DAFI 32-7020 "*Environmental Restoration Program*," I certify License No. USAF-AFMC-WWYK-23-2-012 meets the requirements for a waiver from an Environmental Baseline Survey.

APPROVAL: WILSON,STEPHAN
IE.PETERENIA.106
3234377
STEPHANIE P. WILSON, NH-IV
Director, 72 ABW/CE

Digitally signed by
WILSON,STEPHANIE.PETEREN
IA.1063234377
Date: 2023.08.21 14:45:00 -0500

DATE: 8/21/23

EXHIBIT F

UTILITIES PRIVATIZATION WATER/WASTEWATER CONTRACT NO. SP0600-20-C-8331

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 72	
2. CONTRACT (Proc. Inst. Ident.) NO. SP0600-20-C-8331		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SPE600-14-R-0800			
5. ISSUED BY DLA Energy FEE - Utility Services (Lorton) 8725 John J. Kingman Road, STP 10400 Fort Belvoir, VA 22060-8221 Email: timothy.f.stark@dla.mil Phone: (571) 767-1448		CODE SP0600		6. ADMINISTERED BY (Other than item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Oklahoma City Water Utilities Trust 420 W MAIN ST STE 500 OKLAHOMA CITY, OK, 73102-4406 Phone: 405.297.2827 POC: Chris Browning E-mail: chris.browning@okc.gov				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 5DG20		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM See Section G	
11. SHIP TO MARK FOR		CODE		12. PAYMENT WILL BE MADE BY Defense Finance and Accounting Services DFAS DEAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216		CODE F87700	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 3304(a)(1)				14. ACCOUNTING AND APPROPRIATION DATA See Section G			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See Section B.3 - Schedule						
15G. TOTAL AMOUNT OF CONTRACT					\$617,452,596.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	48
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/PECS/WORK STATEMENT	9	X	J	LIST OF ATTACHMENTS	72
X	D	PACKAGING AND MARKING	31	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	32		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	33		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	35		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	41				
<small>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</small>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ONE copies to listing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) each provision, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (c) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or Print) DAVID HOLT, MAYOR				20A. NAME OF CONTRACTING OFFICER CARL SILVERSTONE			
19B. NAME OF CONTRACTOR BY <u>David Holt</u> (Signature of person authorized to sign)		19C. DATE SIGNED <u>8/13/2020</u>		20B. UNITED STATES OF AMERICA BY <u>Carl Silverstone</u> (Signature of Contracting Officer)		20C. DATE SIGNED <u>8/25/2020</u>	

TINKER AFB, OK
SP0600 20-G-8331
WATER AND WASTEWATER UTILITY SYSTEMS

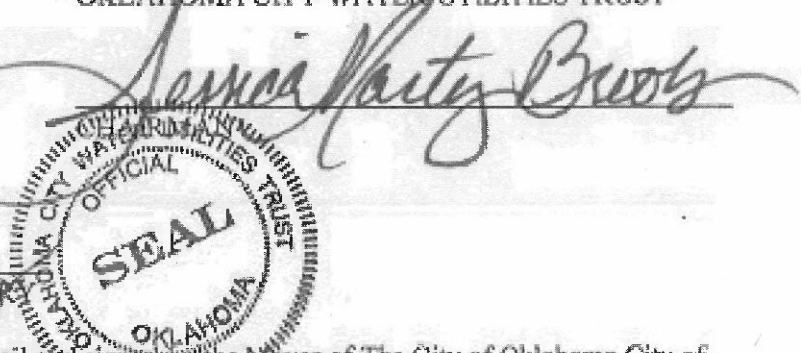
PAGE 2 OF 72

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 4th day of August, 2020.

OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Frances Kersey
FRANCES KERSEY, SECRETARY

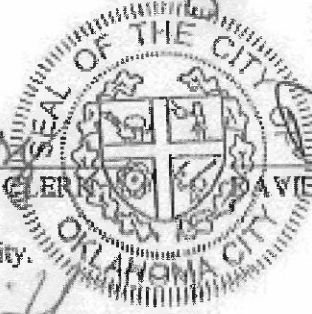


APPROVED by the Council and signed by the Mayor of The City of Oklahoma City of Oklahoma City this 4th day of August, 2020.

The City of Oklahoma City

ATTEST:

Frances Kersey
FRANCES KERSEY, CITY CLERK



David Holt
DAVID HOLT, MAYOR

Reviewed for form and legality.

Craig Keith
ASSISTANT MUNICIPAL COUNSELOR