



ETO 10097

## EASEMENT AGREEMENT

This Easement Agreement (Agreement) is made and entered into by and between Oklahoma Gas and Electric Company, an Oklahoma corporation, (Company) and the Trustees of the Oklahoma City Airport Trust (Trust),

### WITNESSETH:

**WHEREAS**, the Trust is a public trust created pursuant to 60 O.S. §176 *et seq.* and the City of Oklahoma City (City) is the sole beneficiary of the Trust; and

**WHEREAS**, the Trust leases, operates and maintains certain real estate for the benefit of The City of Oklahoma City (City) known as the Will Rogers World Airport (Airport) which is located primarily in Oklahoma and Cleveland Counties, Oklahoma; and

**WHEREAS**, the Company has requested the privilege to install an electric distribution line to be operated on Trust property; and in order to provide electrical services, the Company requires a ten foot (10') wide non-exclusive easement for the electric distribution line; and

**WHEREAS**, by providing the Company an easement, the Trust will receive electrical services for certain portions of the Airport and/or its current and future lessees with no negative impact anticipated on the aeronautical activities of the Airport.

**NOW THEREFORE**, in consideration of ten dollars (\$10.00) and other good and valuable consideration, and subject to the covenants and agreements hereinafter contained to be kept and performed by the Company, Trust does hereby provide to the Company, to the extent a Franchise Agreement with City does not cover the property described hereto, a non-exclusive easement, and the right to lay, operate, and maintain an electric distribution line (including, without limitation, internal communications facilities), hereafter referred to as "Electrical Equipment," which are approved by Trust, by and through the Director of Airports (Director) or his designated representative, along, over, under and across certain easement premises located on the Airport, as shown by the legal description and the location of said easement attached hereto as Exhibit "A."

It is understood and agreed by and between the parties that the Electrical Equipment, the location of which is described and depicted in the attached Exhibit "A," is for the purpose of providing electrical services on Airport property.

This provision is made by the Trust and accepted by the Company upon the terms set forth herein and subject to the following conditions:

1. The easement provided for herein shall be for Company's non-exclusive use and is defined as a fourteen (15) foot wide easement for Company's electric distribution line as more particularly described and depicted in Exhibit "A," for the installation, maintenance, and operation of Electrical Equipment.

OKLAHOMA GAS AND ELECTRIC COMPANY  
EASEMENT AGREEMENT

18/52

2. Said Electrical Equipment shall be installed, operated, replaced, removed, and maintained by the Company, at the Company's own cost and expense, in a safe, proper, and workmanlike manner, and at such times and in such manner as not to prevent or interfere with the safe, proper, and convenient movement of air traffic along, over, and across said property above described; and notice of entrance provided to the Director or his designated representative. The Company shall not interfere with the access roads to the Airport, and shall not interfere with any other person or agency having a lawful right to use said premises, or with any buildings, or improvements of any kind thereon, belonging to any other person or agency, nor with their right to enter thereon and remove said buildings or improvements therefrom. Where openings are made in or adjacent to any access road, street, alley, or public place, the Company shall, at its own expense, furnish such barricades, fences, lights, and danger signals, and shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property as are necessary. Neither the materials excavated, nor machinery used in the installation of the Electrical Equipment shall be placed so as to endanger the function of, or prevent free access to all water valves, gas valves, manholes, electric, telephone, or telegraph conduits, or fire alarms or police call boxes in the vicinity. The Trust shall notify the Company in writing if it believes that the Company has neglected or failed to preserve the function or access of such facilities and has not remedied the situation within five (5) days after written notice from Trust then Trust reserves the right to remedy a neglect on the part of the Company as regards the protection of said functions or access, and Company shall reimburse Trust any and all costs and expenses of the remedy within thirty (30) days of Company's receipt from the Trust of the written invoice detailing the remedy and cost. The Company shall notify the State's one call notification center no more than ten (10) days but not less than forty-eight (48) hours, excluding Saturdays, Sundays and legal holidays prior to the commencement of any excavation. The Company shall also contact the Oklahoma City Line Maintenance (405-297-3334) and Airports IT (405-316- 3355) to mark all water, sewer and Trust or City owned fiber or communications lines.
3. If applicable, all street and pavement crossings must be bored, and pavement cuts will not be permitted without prior written authorization from the Director. The Company further agrees to bore under all existing pavements located on or about the Airport premises and replace pavement of like and kind if any pavements are damaged as a cause of this operation. Company shall be solely responsible for obtaining all necessary permits or licenses.
4. Company's electric distribution line must be clearly marked and identified in accordance with federal and state law and local regulation, and a contact number provided in case of emergency.
5. Company agrees to pay for all damages to property to Trust (including, but not limited to, growing crops, pavement, asphalt, and fences), caused by its installation, maintenance and/or operations and provide Director, or his designated representative, with written evidence of all settlements negotiated by Company with any existing lessee of Trust which is affected by the Company's installation of Electrical Equipment.

6. Said Electrical Equipment that is placed underground shall be constructed at such grade that the top thereof shall not be less than eighteen (18), nor more than forty-eight (48) inches below the surface of the easement premises as described and depicted in Exhibit "A," and shall thereafter be maintained at such grade unless such other depth deeper than thirty (30) inches are required by local or state law or regulation. In no event shall underground Electrical Equipment be less than eighteen (18) inches below the surface of the easement premises.
7. All lines shall be straight and true to the extent practicable and shall be parallel to established section line or property line boundaries unless otherwise designated in Exhibit "A," and all necessary surveys, layouts, exhibits (which shall include the above-mentioned Exhibit "A"), and permits, incidental thereto, shall be the responsibility of the Company.
8. Line interruption to any services caused by said installation and any damage or loss to the Trust and/or third parties shall be the responsibility of the Company. Furthermore, the Company shall indemnify and save harmless the Trust, the City, and their officers, employees, and agents, from and against any claim or claims of damage, loss, and/or injury resulting from said interruption.
9. The Company shall properly backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt in all cut and fill areas outside the trench, and leave the property in a solid and safe condition and, except with regard to facilities intended by agreement of the parties to remain on the surface of the ground, restore to its original condition, subject to the inspection and approval of the Director or his designated representative, such approval not to be unreasonably withheld. In this connection, Company agrees that all topsoil, grass, landscaping, and/or any pavement cuts allowed shall be restored as nearly as practicable to its condition or better immediately prior to the installation of the Electrical Equipment. All topsoil removed shall remain on the premises, and the placement of any such topsoil by Company shall be at the discretion of the Director or his designated representative.
10. Trust warrants that it holds its title to the Airport premises as set forth in the certain instruments and documents under which Trust acquired said premises, with all terms, conditions, and covenants thereof running with the land; provided, however, Trust does not warrant its title to the premises. This Agreement is intended to provide incidental use of such portions of the premises, and, subject to the provisions of Section 24 hereof, shall remain in effect so long as this easement and Electrical Equipment serve the Trust and/or its current and future Trust lessees. In the event this Agreement and Electrical Equipment fail to serve the intended purpose, then at that time, subject to the provisions of Section 24 hereof, this Agreement shall terminate and title to the easement tract shall revert to the Trust. Trust makes no warranties or representations about the location of other private or public utilities located on or near easement premises. Company shall utilize reasonable means to locate other utilities on or near the Agreement location including use of a one-call service.
11. The maintenance and operation of this easement and Electrical Equipment shall not now, nor hereafter, interfere with the public Airport purposes to which the premises are dedicated. In this connection, Company covenants and agrees that it will not at any time

during the term of this Agreement knowingly allow any condition on the Airport premises, nor knowingly permit the conduct of any activity on such premises, which shall or would materially or adversely affect the development, improvement, operation, or maintenance of the Airport or of any Airport facility now or hereafter existing; nor will Company knowingly use or permit the premises to be used in any manner which might constitute a hazard as defined as causing unreasonable risk of danger or peril to others. If any such proscribed or prohibited condition or activity, as described above, shall now or hereafter exist, or be permitted to exist, on the premises, or any part thereof, then Company, upon receipt of written notice from the Director so to do, shall no later than thirty (30) days after the date of said written notice, take all steps and do all things necessary to abate such proscribed or prohibited condition or activity, including, without limiting the generality thereof, the removal and relocation by Company, at its sole cost and expense, of any of its fixtures or equipment of whatsoever character to a new location on the premises as specified by Trust.

In this connection, in the event the Trust, by and through the Director, at any time and for any cause notifies the Company that relocation of the Electrical Equipment is necessary, the Company at its sole cost and expense shall make and relocate the Electrical Equipment to another location specified by Trust (for which the requisite easements shall be granted by Trust) within a reasonable time, but no later than ninety (90) days.

12. It is further expressly agreed that upon full execution of this Agreement, the Company will prosecute the installation of this Electrical Equipment vigorously and continuously in order to complete same on or before thirty (30) days. The method of installation of said Electrical Equipment along, over, under and across the Airport property above described shall be subject to the approval of the Director or his designated representative, which approval shall not be unreasonably withheld.
13. A. **Indemnity** – Company hereby agrees to release, to defend, to indemnify, and to save harmless the Trust and the City, and their officers, agents, and employees, from and against any and all loss of or damage to property or injuries to or death of, any person(s), or all claims, damages, suits, costs, expense, liability, actions, demands, liens, fines, encumbrances, or proceedings (including all reasonable legal fees and expenses) of any kind or nature whatsoever in matters resulting from, or arising out of: (a) Company's acts or omissions, negligence, misconduct, operations, or activities under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Company's use of the lands that are subject of this Agreement, and including, without limiting the generality of the foregoing, acts and omissions of Company's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, Company shall not be liable or be required to release Trust for any loss, damage, claims, suits, cost, expense or actions occasioned by the negligence or willful misconduct of the Trust, the City, or their officers, trustees, and employees. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement. Any combination of primary and excess policies satisfies these requirements.



B. **Insurance**— While this Agreement is in effect, Company shall purchase, or cause to be purchased, and maintain insurance with no less than the same coverage limits and other conditions as required in its Franchise Agreement with the City of Oklahoma City, naming the City of Oklahoma City and the Oklahoma City Airport Trust as additional insured, or as otherwise required by State of Oklahoma law or regulation. In the event a Franchise Agreement with the City is not applicable for the easement provided herein or the Franchise Agreement is terminated, expired, or State law or regulation does not require said insurance, Company shall purchase, or cause to be purchased, and maintain in effect during the term of this Agreement, with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma and approved by the Director, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Agreement are considered minimum coverage amounts and Company may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent two (2) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Agreement.

1) **Workers' Compensation and Employer's Liability Insurance**

Company shall maintain during the term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in the amount as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in a recommended amount of no less than \$1,000,000 per accident for bodily injury or disease. Workers' Compensation may be self-insured if approved by the Oklahoma Workers' Compensation Commission.

2) **Commercial General Liability Insurance**

Company shall carry a policy of Commercial General Liability Insurance, which must include coverage for contractual liability, to protect the Company and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Company under this Agreement, whether such activities, omissions, and operations be by the Company, Company's subcontractor, or by anyone employed by or acting for the benefit of the Company in conjunction with this Agreement in a combined single occurrence or accident of \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence. The requirement may be met through any combination of primary and excess liability insurance policies.

C. **Certificates of Insurance**

1) **Deductibles**

Any policy, except Worker's Compensation and Employer's Liability, having a deductible or retained self-insurance that exceeds \$25,000 (or such other limit as provided in Company's Franchise Agreement with the City,

if higher) shall not be allowed unless such insurance program is approved in advance by the Director, and such approval shall not be unreasonably withheld. Company shall notify the Director immediately if Company has deductibles or retains self-insurance in excess of this stated amount. Company shall be solely responsible for any allowed deductible or retained self-insurance amounts. Any elected deductible or self-insured retention of the Company will not diminish Company's liability under this Agreement for claims or losses falling within any such deductible or self-insured retention amounts. Failure by Company to assume and pay for any deductible or retained self-insurance amount may be considered a material breach and may result in immediate termination at the Trust's option. If, during the term of the Agreement, the Company's elected insurance program exceeds any approved deductible or retained self-insurance amount, or if there is a change in the financial conditions of the Company which in the Director's sole discretion may impact the Company's ability to satisfy any deductible or retained self-insurance, then the Director may require Company to take such reasonable actions to ensure first dollar of loss coverage to the Trust and City including reducing or eliminating such deductibles or self-insured retentions or providing a financial guarantee for the deductible or retained self-insurance amount.

2) **Form of Certificate**

Certificates of Insurance, acceptable to the Trust, in the form as shown on Exhibit "B" attached to this Agreement or a form substantially similar thereto such as an approved ACORD form which includes the applicable line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible or self-insurance retainage, coverage amounts, all additional insured parties, and contractual liability coverage, shall be submitted to the Trust in conjunction with the signed Agreement.

3) **Additional Insured**

The Certificates of Insurance shall name Company as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured (including any actual policy endorsement numbers) on any general liability insurance policy, in a manner of equal standing to that of any named insured under said policy. Any insurance policy or liability coverage of the City or the Trust shall be considered subordinate, if applicable at all, to the primary coverage of the Company. Copies of additional insured, or notice provision endorsements, shall be submitted to the Trust along with the Certificates of Insurance. Copies of all insurance policies required herein naming the City or Trust as an additional insured shall be made available for review by the Trust or the City at the Trust's principal place of business on a timely basis when requested.

4) **Notice of Change in Policy**

Company must provide the Trust and the City at least thirty (30) days prior

written notice of any cancellation or material coverage change in their policies or to have an endorsement made to each policy to include such notice periods in the event the policy provides a different notice period for any additional insured(s). For the purpose of this provision, a material change shall be considered any deductible or self-insurance that exceeds \$25,000 or any coverage amount that does not meet the minimum requirements contained herein or any coverage that is adverse to any terms that received approval by the Director.

5) **Signatory**

The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company(s) shown on the certificate with proof that he/she is an authorized representative thereof.

6) **Contractual Liability**

The Certificate of Insurance for the Commercial General Liability Insurance shall also include evidence of coverage for Company's contractual liabilities, as required herein. In the event the Certificate of Insurance does not delineate coverage for Company's contractual liabilities or the Company's insurance policy does not provide sufficient coverage for the Company's contractual obligations contained in this Agreement, Company agrees that Company's contractual obligations to the Trust are not diminished by the Company's elected insurance provisions.

14. Company shall be responsible for any civil penalties which may be assessed upon it, or the Trust, or the City, for violations occurring at the Airport or on Airport premises by Company, its officers, invitees, employees, suppliers, contractors, and/or agents. Should a civil penalty assessment be made to Company and upheld upon any appeal thereof by Company, the Trust, or the City as a result of the actions of Company, its officers, invitees, employees, suppliers, contractors, and/or agents, the Trust shall also charge Company a processing fee of two hundred fifty dollars (\$250.00). In this connection, the Trust shall bill Company for the amount of the civil penalty fee imposed upon Trust and/or City plus two hundred fifty dollars (\$250.00). Company shall pay Trust such amount immediately upon receipt of such invoice.

In this regard, Company will indemnify, defend and hold the Trust and the City harmless from and against any claims, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such civil penalty assessment, or claim of such civil penalty assessment. This provision shall survive the termination of this Agreement.

15. Trust is to fully use and enjoy said premises, except and subject to the purposes hereinabove granted, and Company's operational activities shall be conducted in such manner as not to injure or destroy any of the presently constructed facilities on the Airport and easement premises, and in such manner as not to materially and adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities.

16. Company shall initiate any repairs or do any work required of Company by the provisions of this instrument within ten (10) days after receipt of written notice from the Trust calling attention thereto and requesting such repairs or work. In the event Company shall fail to initiate such repairs or work, the Trust, after giving ten (10) days prior written notice to Company, during which period (or a longer period of time, if necessary to remedy the problem), Company may abate or correct the failure so set forth in Trust's notice. Provided, however, in the event Company does not act upon Trust's notice in a timely manner, Trust may thereupon perform such repairs or work, without waiving any liability of the Company; and Company agrees to pay Trust the actual expenses incurred in the above connection within thirty (30) days after submission to Company of an invoice showing the actual expenditure or the incurring of such reasonable expenditure by the Trust

17. **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

If the Company transfers its obligation to another, the transferee is obligated in the same manner as the Company. The above provision obligates the Company for the period during which the property is owned, used, or possessed by the Company and the Trust remains obligated to the Federal Aviation Administration.

18. **CIVIL RIGHTS – TITLE VI ASSURANCE**

A. **Title VI Clauses for Compliance with Nondiscrimination Requirements**

During the performance of this Permit the Company, for itself, its assignees, and successors in interest agrees as follows:

1) **Compliance with Regulations**

The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Permit.

2) **Nondiscrimination**

The Company with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.



3) Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) Information and Reports

The Company will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance

In the event of a Company's noncompliance with the nondiscrimination provisions of this Permit, the sponsor will impose such contract sanctions [in accordance with any applicable notice and cure provisions provided for in this Permit] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withhold payments to the Company under the Permit until the Company complies; and/or
- b. Cancelling, terminating, or suspending the Permit, in whole or in part.

6) Incorporation of Provisions

The Company will include the provisions of [Paragraph 18, subparagraphs] one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Permit, the Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to::

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C § 12101, *et seq.*), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

19. **TITLE VI CLAUSES FOR THE TRANSFER OF OR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

A. **Property Acquired/Improved Under Airport Improvement Program**

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Company for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Permit for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Company will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. **Construction/Use/Access to Property Under Activity, Facility, or Program**

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Company for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Company will use the Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

- C. With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants and upon due notice to Company and the expiration of ten days for Company to cure such breach, Trust will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.
20. Trust reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Company from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Trust, would limit the usefulness of the Airport or constitute a hazard to aircraft.
  21. During the time of war or national emergency declared by Congress, Trust shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the United States Government shall be suspended.
  22. Any other provision of this Agreement notwithstanding, this Agreement and the Agreement rights permitted herein shall be subordinate to the provisions of any existing or future agreement between Trust and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Trust of Federal funds for the development of Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on the Trust by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Company shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Trust.
  23. Trust, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter all Airport premises, including the easement described and depicted in Exhibit "A" attached, for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement. To the extent access may be limited based on federal or state law, Company will make reasonable accommodations to ensure that Trust has the ability to do the same upon receiving notice from Trust pursuant to the notice requirements herein.
  24. The easement granted herein, and the rights and obligations accompanied therewith shall continue so long as the same shall be used for the purpose of the above mentioned. Subject to the other provisions herein contained, this Agreement shall remain in force until such time that Company ceases to use the easement or transmission line located in the easement or the Trust has been notified by Company in writing that the Electrical Equipment is no longer needed by Company. However, should Company remove the Electrical Equipment from the Airport's premises and abandon the easement herein granted, then the rights granted in this Agreement shall terminate. Upon termination hereof, Company shall



remove all of its property from the premises above described, and said premises will be delivered to Trust in as good condition or better as when received, reasonable wear and tear excepted. It is agreed by the parties hereto that the failure of the Company to accomplish the removal of its property as set forth herein, within ninety (90) days after termination of this Agreement or after Company's notification to Trust as above set forth, shall irrefutably constitute the Company's voluntary abandonment of all property not timely removed, whereupon Trust, in its sole discretion, may take ownership of said property, commence to exercise its rights as stated herein to remove said property, and to restore the premises, and/or dispose of Company's property without recourse by the Company.

25. It is understood and agreed by the parties hereto that the permission provided herein to the Company is subject to any and all Federal and State laws and statutes and The City of Oklahoma City Ordinances where applicable, now in force or hereafter enacted. Company shall comply with all applicable ordinances, laws, rules, and regulations of any city, county, State, or federal government or agency that has jurisdiction to pass laws or ordinances or make and enforce rules and regulations governing conduct on and operations at the Airport.
26. This Agreement is subject to all orders, rules and regulations of the Federal Aviation Administration now in force or hereafter promulgated; and Company agrees to abide by and enforce all of the same, and all such regulations and orders are made a part hereof, the same as if set out in full herein.
27. This Agreement shall inure to the benefit of the successors, lessees, and assigns of the Company upon prior consent thereto in writing duly executed by said Trust.
28. Company shall not, in connection with any of its activities or operations, use any of the Airport's facilities or permit the same to be used by any of its officers, representatives, agents, employees, contractors, subcontractors, licensees, invitees, or suppliers for any illegal purpose.
29. This Agreement shall be interpreted and enforced in accordance with the statutory and decisional law of the State of Oklahoma. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumption or inferences concerning its terms or interpretation may be construed against any party to this Agreement. Any litigation filed by Company or Trust against the other regarding the terms of this Agreement, performance of a party's obligation hereunder or any other reason related in any way to this Agreement shall be filed in the District Court of Oklahoma County, Oklahoma.
30. The recitals hereinabove are contractual in nature, are made a part of this Agreement and are true and correct.

**Remainder of page intentionally left blank**

IN WITNESS WHEREOF, this Easement Agreement is executed by the parties hereto.

ATTEST:

  
Signature/Title

  
OKLAHOMA GAS AND ELECTRIC COMPANY  
SEAL  
OKLAHOMA

OKLAHOMA GAS AND ELECTRIC COMPANY  
Company Name  
Ch. B. Helan DIRECTOR CAPITAL PROJECTS  
Signature/Title

AFFIDAVIT OF AUTHORITY

STATE OF Oklahoma )  
COUNTY OF Cleveland ) SS

MARY A. Bublis, the undersigned a Notary Public in and for said County and State on the 28<sup>th</sup> day of May, 2024, personally appeared Christopher B. Helan (title) of Director of Capital Projects to me known to be the identical person who executed the within and foregoing instrument on behalf of Oklahoma Gas and Electric Company, and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of Oklahoma Gas and Electric Company, for the uses and purposes therein set forth.

Mary A. Bublis  
Notary Public

My Commission Expires: 12-9-24

My Commission No.: 20014875



OKLAHOMA GAS AND ELECTRIC COMPANY  
EASEMENT AGREEMENT

**APPROVAL RECOMMENDED:**

*J. J. Medina*  
Director of Airports

**OKLAHOMA CITY AIRPORT TRUST**

**ATTEST:**

*Amy K. Simpson* Trust Secretary      *Terry Salmon* Chairman

SEAL OF THE OKLAHOMA CITY AIRPORT TRUST

**AFFIDAVIT OF AUTHORITY**

STATE OF Oklahoma )  
COUNTY OF Cleveland ) SS

*Sharon D. Jones*, the undersigned a Notary Public in and for said County and State on the 27th day of June, 2024, personally appeared *Terry Salmon* to me known to be the identical person who executed the within and foregoing instrument on behalf of the Oklahoma City Airport Trust, and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma City Airport Trust, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

*Sharon D. Jones*  
Notary Public

My Commission Expires: 1/10/27

My Commission No.: 23000492



APPROVED by the City Council of The City of Oklahoma City this 30<sup>th</sup> day of July, 2024.

ATTEST:

Amy K. Simpson  
City Clerk



THE CITY OF OKLAHOMA CITY

Dan Holt  
Mayor

AFFIDAVIT OF AUTHORITY

STATE OF Oklahoma )  
COUNTY OF Cleveland ) SS

Sharon D. Jones, the undersigned a Notary Public in and for said County and State on the 30<sup>th</sup> day of July, 2024, personally appeared Dan Holt to me known to be the identical person who executed the within and foregoing instrument on behalf of the City of Oklahoma City, Oklahoma, to the foregoing instrument as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the City of Oklahoma City, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Sharon D. Jones  
Notary Public

My Commission Expires: 1/10/27

My Commission No.: 23000492



REVIEWED for form and legality.

Jordan Medeiros  
Assistant Municipal Counselor/  
Attorney for the Trust



**EXHIBIT "A" DESCRIPTION**

An Easement in the Southwest Quarter (SW1/4) of Section Twenty-six (26), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, written by Timothy G. Pollard, PLS 1474, on April 18, 2024. Bearings are Based on an arbitrary bearing of S89°56'09"E on the North Line of said SW1/4 and as shown on the attached Easement Sketch, said easement is further described as being Fifteen (15) feet in width, Seven and One half (7.50) feet each side of a centerline described as:

COMMENCING at the NW corner of said SW1/4;

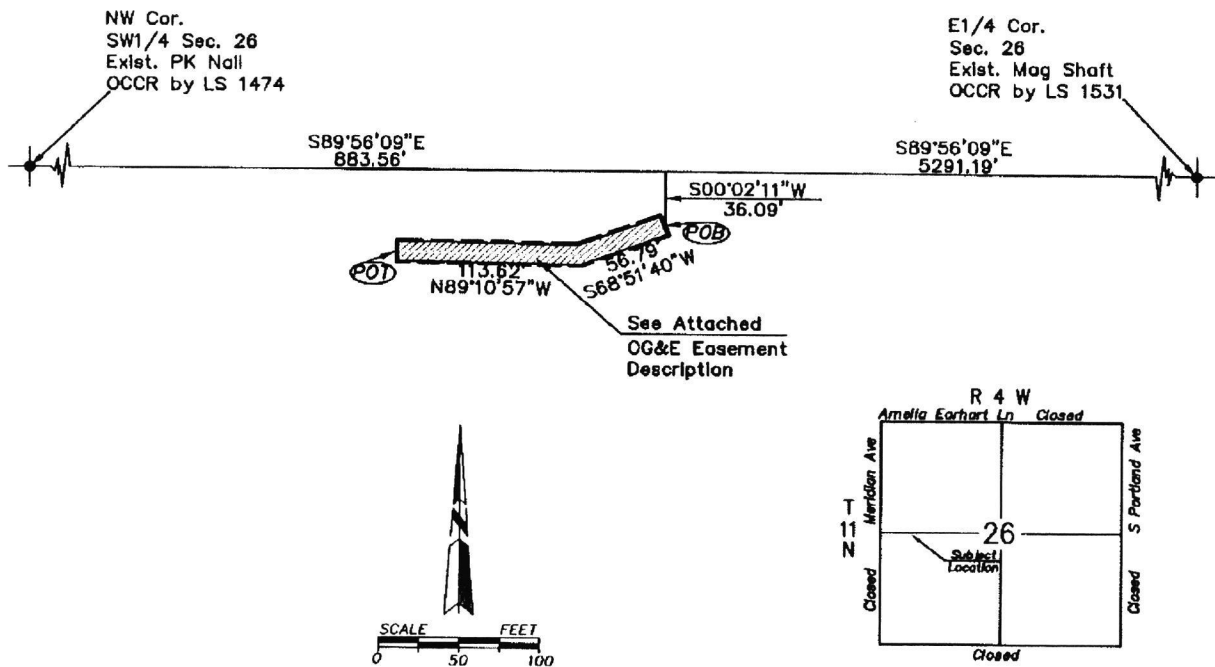
Thence S89°56'09"E, on the North Line of said SW1/4 for a distance of 883.56 feet;

Thence S00°02'11"W, for a distance of 36.09 feet to the POINT OF BEGINNING;

Thence S68°51'40"W, on said centerline for a distance of 56.79 feet;

Thence N89°10'57"W, on said centerline for a distance of 113.62 feet to the POINT OF TERMINATION.

## EXHIBIT "A" Depiction

EASEMENT SKETCH

Note: Bearings Are Based On An Arbitrary Bearing Of S89°56'09"E Between Existing Monuments On The North Line Of The SW1/4 Section 26, T11N, R4W, I.M Oklahoma County, Oklahoma.

(●) - Indicates Existing 1/2" Iron Pin Or Monument as Noted.

(OCCR) - Indicates Oklahoma Certified Corner Record On File With The Oklahoma Department Of Libraries Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached description and is subject to all notes and qualifying statements.

*Timothy D. Pollard*  
Timothy G. Pollard, PLS 1474  
Dated: April 18, 2024



OKLAHOMA GAS AND ELECTRIC COMPANY			
POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2380 EXP 06-30-25 405-366-0001	OG&E EASEMENT SKETCH WO# 8437325 PART OF THE SW1/4 SEC 26, T11N, R4W, I.M. OKLAHOMA COUNTY, OKLAHOMA	REVISIONS:	
DRAWN BY: J. THOMAS	DATE: April 18, 2024	DATE: April 18, 2024	SCALE: 1" = 100'
APPROVED BY: D. WEEKS	DATE: April 18, 2024	DATE: April 18, 2024	SHEET 1 OF 1