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AFTER RECORDING RETURN TO

Suze Fleureme-courtney, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408
(561) 694-4678

ETO #1091

(This space reserved for recording information)

TRANSMISSION EASEMENT

THIS TRANSMISSION EASEMENT ("**Agreement**") by and between The Oklahoma City Water Utilities Trust f/k/a Oklahoma City Municipal Improvement Authority ("**OCWUT**"), with an address of 420 N. Walker Ave., Suite 500, Oklahoma City, OK 73102-2230; and The City of Oklahoma City, a municipal corporation, with an address of 200 N. Walker Ave., Suite 200, Oklahoma City, OK 73102-2230 (collectively "**Grantor**"), and NextEra Energy Transmission Southwest, LLC, a Delaware limited liability company, with an address of 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408 ("**Grantee**"). Grantor and Grantee are sometimes individually referred to as a "**Party**" and collectively, as the "**Parties**".

RECITALS

WHEREAS, Grantor, as owner of certain tracts of real property located in Cleveland County, Oklahoma, desires to grant and convey to Grantee certain easements, including, an easement for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of Grantor's property on the terms and conditions contained in this Agreement as depicted in **Exhibit A attached hereto and made a part hereof ("Easement Area")**;

NOW THEREFORE, in consideration of the good and valuable consideration set forth herein, the adequacy and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Easements**. As used herein, the Transmission Easement, Access Easement, and Overhang Easement shall collectively be referred to as "**Easements**". Grantor shall grant to Grantee the right to investigate, inspect, survey, and conduct tests on the Easement Area relating to the Easements, including without limitation, environmental, avian and cultural resource assessments, threatened and endangered species assessments, archeological and geotechnical tests and studies.

a. Grantor grants to Grantee an easement as depicted on Exhibit "A" for so long as Grantee shall use or need it for use in conjunction with the construction, installation,

maintenance, use, operation, repair, replacement, relocation and removal of Facilities ("**Transmission Easement**"). "**Facilities**" shall mean all improvements whose purpose is to deliver electrical power to an electrical power grid or other system, including without limitation transformers, overhead and underground electrical transmission lines, interconnection facilities, guys, anchors, wires, poles, towers, foundations, footings, cross arms, telecommunication lines, computer data systems, radio relay systems, fiber, cables and other structures related to the transmission of electrical power and other structures related to the transmission of electrical power. The width of the Transmission Easement shall not exceed one hundred fifty (150) feet in width.

b. Grantor grants to Grantee an easement as depicted on Exhibit "A" for so long as Grantee shall use or need it for use in conjunction with vehicular and pedestrian ingress and egress over, across and along the Easement Area ("**Access Easement**"). Such access may be achieved by means of any existing roads or lanes thereon, or otherwise by such route or routes as Grantee may construct from time to time for the purposes of constructing, maintaining, removing and operating the Facilities. Grantee will submit to the General Manager or designee of the Oklahoma Water Utilities Trust for review and approval of its plans and specifications of the Access Easement locations that cross over the Grantor's water system. Grantee agrees to maintain and repair all roadway improvements located on the Access Easement for the joint use thereof by the Parties for ingress and egress over, across, and along the Access Easement. Grantee shall have the right to install on the Access Easement an access gate with dual locks, accessible to both Grantor and Grantee, at Grantee's expense, in order that Grantee, together with its contractors, agents and appointees shall have the right to access the Easement Area. Grantee shall be responsible, at its cost and expense, for all maintenance and repair for any access gate installed by Grantee.

c. Grantor grants to Grantee an easement as depicted on Exhibit "A" for so long as Grantee shall use or need it for use in conjunction with the right and privilege to permit the above ground Facilities to overhang Grantor's property adjacent to the Transmission Easement ("**Overhang Easement**").

d. During the final development and construction of the Facilities, Grantee may change the location and route of the Easements so long as the nature and extent of any such relocated or rerouted Easements are not materially different and impose no greater burden on the Easement Area than the original locations or routes and with the approval of the General Manager or designee of the OCWUT. In the event Grantee does relocate the Easements under this Section, Grantee shall provide to Grantor a revised **Exhibit A**, which shall show the location of the Easements and shall substitute for the **Exhibit A**, delivered with the Agreement. Grantee shall have the right to record in the County where the Easement Area is located a notice incorporating the revised **Exhibit A**.

2. **Ownership.** Grantor is the holder of fee simple title to all of the Easement Area, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements. Grantee acknowledges that the Easement Area is part of The City of Oklahoma City's water supply system which is a critical asset under the Federal Public Health Security and

Bioterrorism Preparedness and Response Act of 2002, 42 USC §201 et seq under Title IV, Drinking Water Security and Safety.

3. **Priority.** Grantee acknowledges and agrees that Grantor's water supply system located within the Easement Area has priority over Grantee's Facilities and Easement. If there are conflicting time periods between Grantor and Grantee for any construction, operation, maintenance, repair, expanding, and replacing of Grantor's water system and Grantee's Facilities Grantor's work will be performed and completed before any work is started by Grantee. The Parties will reasonably cooperate with each other on work to be performed.

4. **Atoka Pipeline.** Grantee's Facilities will cross Grantor's existing Atoka pipeline and the second Atoka pipeline which is under construction. Grantee has agreed to provide to Grantor for review Grantee's AC mitigation study prior to Grantor's construction. Grantee shall comply with all applicable Occupational Safety and Health Administration (OSHA) and National Electrical Safety Code (NESC) requirements, including with respect to crane use and safe working distances. If Grantee fails to provide this study and Grantor has to obtain its own study Grantee agrees to pay Grantor for the cost and expense Grantor incurs. During Grantor's construction of the second Atoka pipeline at the point of the crossing within the Easement Area, Grantee and Grantor will reasonably cooperate with each other so that if the need to shut down the transmission line arises, after reasonable notice, a system outage can be scheduled while Grantor's construction of this section is completed to facilitate safe construction. The Parties will reasonably cooperate with each other on what is required for safety concerns.

5. **Interference.** The Parties covenant and agree that neither Party or their agents, lessees, invitees, guests, licensees, successors or assigns will unreasonably impair each other's use of the Easement Area. Grantor will reasonably cooperate with Grantee on all matters impacting safety, including the safety requirements of the National Electric Safety Code. Grantee will reasonably cooperate with Grantor on all matters impacting its water system. The Parties will share relevant design documentation to allow the Parties to avoid negative safety impacts.

6. **Trees.** Grantee shall also have the right and privilege to trim, cut down, or control the growth of trees or any other vegetation on the Easement Area, as in the sole judgment of Grantee may interfere with maintenance or operation of the Facilities. Grantee will not use any herbicides without express written consent of the General Manager or designee of the OCWUT. Grantee shall remove from the Easement Area all underbrush, tree and bush branches, fallen trees, wood and other debris resulting from any such clear-cut activity, and shall dispose of same away from and other than on the Easement Area. Alternatively, Grantee may shred or mulch the trees or other vegetation and leave it on site.

7. **Construction of Facilities.** Grantee will coordinate all construction, operation, maintenance, and repair of its Facilities with the General Manager or designee of the OCWUT. Grantee will provide at its own cost and expense an onsite inspector during the period of initial construction to be agreed upon by General Manager or designee of the OCWUT to ensure that Grantor's water system is not damaged in any way. The onsite inspector will provide daily

reports to the General Manager or designee of the OCWUT. The hourly rate for the onsite inspector shall be \$350.00 per hour.

8. **Damages.** Grantee agrees that any activity by the Grantee must not interfere with the Grantor's water system. If there is damage to the Grantor's water system during construction, operation, maintenance, or repair of Grantee's Facilities, Grantee will stop all activity and report the damage directly to the General Manager or designee of the OCWUT. Grantee specifically agrees to pay any and all damages to the Grantor's water system including but not limited to actual, consequential, compensatory, or otherwise as determined by the General Manager or designee of the OCWUT caused by Grantee, Grantee's contractors, subcontractors, agents, appointees, successors or assigns during construction, operation, maintenance, and repair of Grantee's Facilities. The Parties will reasonably cooperate with each other to resolve these issues.

9. **Restoration.** Grantee shall remove from the Easement Area all unneeded materials and debris resulting from construction, operation, maintenance, and repair and shall dispose of same away from and other than on the Easement Area. The Easement Area that is disturbed or damage incident to construction of the Facilities or Grantee's other use of the Easement Area, Grantee shall, within a reasonable time, restore the surface of the Easement Area and improvements such as fencing as nearly as may be possible to its original condition to the extent compatible with the purpose for which the Easement was granted. Grantee shall provide to Grantor written notice of completion of the restoration and shall coordinate with the Grantor to arrange a date and time for inspection.

10. **Right to Mortgage.** Grantee may, upon notice to Grantor, but without Grantor's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Easement Area. These various security interests in all or a part of the Easement Area are collectively referred to as a "**Mortgage**" and each holder of the Mortgage, is referred to as "**Mortgagee**". To the extent permitted by the Mortgage at issue, any Mortgagee shall be permitted to exercise or perform any and all of Grantee's rights and obligations hereunder and Grantor shall accept such exercise and performance thereby. Any Mortgagee under any Mortgage shall be entitled to assign its interest or enforce its rights thereunder, as permitted by applicable law, with notice to Grantor.

11. **Assignment & Sublease.** Grantee shall have the right, upon notice to Grantor but without Grantor's consent, to sell, convey, lease, or assign all or any portion of its interest in the Easement Area, on either an exclusive or a non-exclusive basis, or to grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Easement Area (collectively, "**Assignment**"), to one or more persons or entities (collectively "**Assignee**"). Any such assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by the Assignee.

12. **Indemnity & Insurance.** Grantee acknowledges and agrees that it shall hold Grantor and its successors and assigns in interest harmless for any liability whether known or unknown that arises from Grantee exercising its rights under this Agreement including liability

resulting in injuries to persons who enter onto the Easement Area in the exercise of its rights or any failure of Grantee to maintain its Facilities. Grantee will secure and maintain at all times through the term of the Easements insurance of the types and in the amounts reflected in Exhibit B, Insurance attached hereto. Failure of Grantee to maintain adequate coverage will not relieve Grantee of any contractual responsibility or obligation regardless of whether Grantor reviews or accepts any certificates of insurance.

13. **Termination of Easement.** This Easement may terminate by mutual agreement of the Parties evidenced by written notice to each Party. The Easement may also be terminated for non-use or abandonment by Grantee as evidenced by written notice of Grantee to Grantor. The Parties will reasonably cooperate with each other to resolve termination of the Easement evidencing the termination with a written release of the Easement recorded with the county clerk.

14. **Removal.** If this Agreement is terminated by mutual agreement, and after receiving a written request from Grantor, Grantee shall remove all Facilities on the Easement Area and restore the Easement Area to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense. Such removal by Grantee shall be accomplished within one (1) year after receiving a written request from Grantor and include any Facilities to a depth of forty-eight inches (48") beneath the surface of the Easement Area.

15. **Notice.** All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named in the Preamble; (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party named in the preamble; or (iii) upon receipt after deposit with a nationally recognized courier service addressed by name and address to the party named in the Preamble. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Within 30 days of entering on the Easement Area for the purpose of constructing Facilities, Grantee shall provide Grantor written notice.

16. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity.

18. **Compliance with Applicable Law.** Grantee shall comply with all applicable laws. Grantee will be responsible for securing any license and/ or permits which may be required prior to commencement of construction.

19. **Successors and Assigns.** The Easements and any restrictions of this Agreement shall run with the property and land affected and shall be binding on, the Parties, together with their mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming through them.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties respecting the subject matter. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later in a writing signed by both Parties, is null and void. This Agreement and the easement shall not be modified or amended except for in writing signed by the Parties or their successors in interest.

21. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

22. **Compensation.** The compensation due by Grantee to Grantor for this Agreement is set forth in a separate Compensation Agreement between the Parties which the Parties agree shall not be recorded.

23. **Letter of Credit.** An irrevocable standby Letter of Credit will be provided to Grantor upon execution of the Transmission Easement. Grantor may draw under such Letter of Credit to pay for damages to Grantor's water supply system caused by Grantee, Grantee's contractors, subcontractors, agents, appointees, successors, or assigns during construction. Such Letter of Credit shall expire upon the first moment of transmission of electricity on the Facilities within the Transmission Easement by Grantee, if such letter has not yet otherwise expired in accordance with its terms. Provided, a draw or draws on the Letter of Credit will not act or be deemed to waive or limit any rights of OCWUT or the City to other or additional compensation, losses, expenses, remediation, recovery, or damages permitted by the Easements or under the laws of Oklahoma, it being understood no double-recovery shall occur with respect to such compensation, losses, expenses, remediation, recovery, or damages. Grantee shall immediately provide written notice to Grantor upon the first moment of transmission of electricity on the Facilities within the Transmission Easement by Grantee. If an event occurs, as defined herein, which should result in the expiration or termination of the Letter of Credit then Grantor shall appropriately and promptly notify the issuing institution, in writing, with a copy to Grantee.

[Signatures Follow on Next Pages]

EXECUTED this 30th day of January, 2024.

Grantor:

Attest:
Amy K. Smith
Secretary



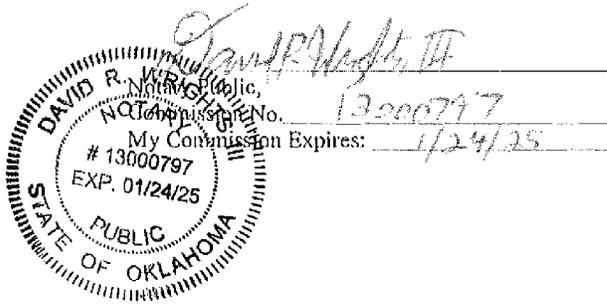
[Signature]
Oklahoma City Water Utilities Trust
Mark K. Stonecipher, Vice-Chairman

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 30 day of January, 2024 by Mark K. Stonecipher, Vice-Chairman of the Oklahoma City Water Utilities Trust, on behalf of the trust.

(SEAL)



REVIEWED for form and legality.

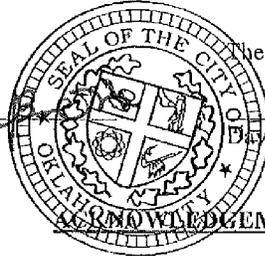
[Signature]
ASSISTANT MUNICIPAL COUNSELOR

EXECUTED this 30th day of January, 2024.

Grantor:

Attest:

Amy K. Sim
City Clerk



David Holt
The City of Oklahoma City
David Holt, Mayor

STATE OF OKLAHOMA)
)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Holt, to me known to be the identical person who executed the within and foregoing instrument as the Mayor of The City of Oklahoma City, and he acknowledged to me that he executed the same as his free and voluntary act and deed and the free voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal this 30th day of January, 2024.

David R. Wagbiller
Notary Public,
Commission No. 13000797
My Commission Expires: 4/24/25

(SEAL)

REVIEWED for form and legality.

Steph Mann
ASSISTANT MUNICIPAL COUNSELOR

Exhibit A

Depiction of Easements and Easement Area

Parcel Number OK-CLE-163

Transmission Line Easement Description

A 150-foot wide Easement for an Overhead Electric Transmission Line located in a part of the Southwest Quarter (SW/4) of Section 25, Township 10 North, Range 2 West, I.M. Cleveland County, Oklahoma, described as follows:

Commencing at the SW Corner of the SW/4 of said Section 25;
Thence S89°25'23"E along the South line thereof, a distance of 607.29 feet to the Point of Beginning;
Thence N00°06'27"E a distance of 2637.16 feet to a point on the North line of said SW/4, said point being 690.39 feet East of the NW Corner thereof;
Thence S89°25'46"E along said North line a distance of 150.00 feet;
Thence S00°09'27"W a distance of 2637.18 feet to a point on the South line of said SW/4;
Thence N89°25'23"W along said South line a distance of 150.01 feet to the Point of Beginning.

The above description contains 9.08 acres more or less.

20-Foot Access Easement-1 Description

A 20-foot Access Easement (40-foot during construction) located in a part of the Southwest Quarter (SW/4) of Section 25, Township 10 North, Range 2 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SW Corner of the SW/4 of said Section 25;
Thence N00°19'45"W along the West line thereof, a distance of 1320.00 feet;
Thence N89°40'15"E a distance of 555.29 feet to the Point of Beginning;
Thence S79°41'45"E along the centerline of Access Easement a distance of 127.06 feet to the Point of Termination.

The above description contains 0.06 acres more or less.

Parcel Number OK-CLE-164

Transmission Line Easement Description

A 150-foot wide Easement for an Overhead Electric Transmission Line located in a part of the Northwest Quarter (NW/4) of Section 25, Township 10 North, Range 2 West, I.M. Cleveland County, Oklahoma, described as follows:

Commencing at the NW Corner of the NW/4 of said Section 25;
Thence S89°24'44"E along the North line thereof, a distance of 691.80 feet to the Point of Beginning;

Thence S00°06'27"W a distance of 2640.40 feet to a point on the South line of said NW/4, said point being 690.39 feet East of the SW Corner thereof;
Thence S89°25'46"E along said South line a distance of 150.01 feet;
Thence N00°06'27"E a distance of 2640.35 feet to a point on the North line of said NW/4;
Thence N89°24'44"W along said North line a distance of 150.00 feet to the Point of Beginning.

The above description contains 9.09 acres more or less.

20-Foot Access Easement-1 Description

A 20-foot Access Easement (40-foot during construction) located in a part of the Northwest Quarter (NW/4) of Section 25, Township 10 North, Range 2 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the NW Corner of the NW/4 of said Section 25;
Thence S00°04'37"W along the West line of said NW/4 a distance of 476.64 feet;
Thence N49°55'53"E a distance of 32.08 feet;
Thence S70°08'55"E a distance of 98.08 feet;
Thence S62°44'11"E a distance of 52.91 feet;
Thence S38°37'02"E a distance of 57.62 feet;
Thence S18°49'27"E a distance of 24.03 feet;
Thence S47°02'47"E a distance of 27.50 feet;
Thence S75°15'13"E a distance of 38.56 feet;
Thence S89°35'59"E a distance of 49.02 feet;
Thence N75°41'19"E a distance of 108.49 feet;
Thence N58°06'18"E a distance of 54.20 feet;
Thence N74°35'15"E a distance of 75.86 feet;
Thence N58°06'17"E a distance of 57.03 feet;
Thence N83°54'16"E a distance of 27.36 feet to the Point of Termination.

The above description contains 0.36 acres more or less.

20-Foot Access Easement-2 Description

A 20-foot Access Easement (40-foot during construction) located in a Part of the Northwest Quarter (NW/4) of Section 25, Township 10 North, Range 2 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SW Corner of the NW/4 of said Section 25;
Thence N00°04'13"E along the West line of said NW/4 a distance of 665.75 feet to the Point of Beginning;
Thence N78°53'13"E along the centerline of Access Easement a distance of 112.27 feet;
Thence S36°01'39"E a distance of 44.51 feet;
Thence S84°48'20"E a distance of 90.36 feet;
Thence S02°07'16"E a distance of 176.83 feet;
Thence S35°50'15"E a distance of 108.98 feet;
Thence S72°45'31"E a distance of 149.04 feet;
Thence S65°30'35"E a distance of 275.65 feet to the Point of Termination.

The above description contains 0.44 acres more or less.

Parcel Number OK-CLE-166

Transmission Line Easement Description

A 150-foot wide Easement for an Overhead Electric Transmission Line located in a part of the South Half (S/2) of Section 24, Township 10 North, Range 2 West, I.M. Cleveland County, Oklahoma, described as follows:

Commencing at the SE Corner of the SE/4 of said Section 24;
Thence N00°29.09"W along the East line thereof, a distance of 124.60 feet to the Point of Beginning;
Thence continuing N00°29'09"W a distance of 150.00 feet;
Thence S89°50'57"W a distance of 1289.00 feet;
Thence N71°23'12.4"W a distance of 513.19 feet;
Thence N09°18'11.8"E a distance of 107.64 feet;
Thence N80°41'42"W a distance of 20.00 feet;
Thence S09°18'18"W a distance of 107.64 feet;
Thence N90°00'00"W a distance of 2687.06 feet;
Thence N00°06'27"E a distance of 99.98 feet;
Thence N89°53'33"W a distance of 20.00 feet;
Thence S00°06'27"W a distance of 100.02 feet;
Thence N90°00'00"W a distance of 65.00 feet;
Thence S00°06'27"W a distance of 65.00 feet;
Thence N90°00'00"W a distance of 58.83 feet;
Thence S33°28'30"W a distance of 23.98 feet;
Thence N90°00'00"E a distance of 72.02 feet;
Thence S00°06'27"W a distance of 305.70 feet to a point on the South line of the SW/4;
Thence S89°24'44"E along said South line a distance of 150.01 feet;
Thence N00°06'27"E a distance of 242.24 feet;
Thence N90°00'00"E a distance of 2607.90 feet;
Thence S71°23'24"E a distance of 523.52 feet;
Thence N89°50'57"E a distance of 1314.66 feet to the Point of Beginning.

The above description contains 16.78 acres more or less.

20-Foot Access Easement-1 Description

A 20-foot Access Easement (40-foot during construction) located in a part of the Southeast Quarter (SE/4) of Section 24, Township 10 North, Range 2 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SE Corner of the SE/4 of said Section 24;
Thence N89°23'56"W along the South line thereof, a distance of 619.42 feet to the Point of Beginning;
Thence N12°47'55"E along the centerline of Access Easement a distance of 119.50 feet to

the Point of Termination.

The above description contains 0.05 acres more or less.

20-Foot Access Easement-2 Description

A 20-foot Access Easement (40-foot during construction) located in a part of the Southeast Quarter (SE/4) of Section 24, Township 10 North, Range 2 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SE Corner of the SE/4 of said Section 24;
Thence N89°23'56"W along the South line thereof, a distance of 1252.00 feet to the Point of Beginning;
Thence N33°10'38"W along the centerline of Access Easement a distance of 91.94 feet;
Thence N01°18'58"W a distance of 31.09 feet to the Point of Termination.

The above description contains 0.06 acres more or less.

Parcel Number OK-CLE-167

Transmission Line Easement Description

A 150-foot wide Easement for an Overhead Electric Transmission Line located in a part of the South Half (S/2) of the Southwest Quarter (SW/4) of Section 19, Township 10 North, Range 1 West, I.M. Cleveland County, Oklahoma, described as follows:

Commencing at the SE Corner of the SW/4 of said Section 19;
Thence N00°11'42"E along the East line thereof, a distance of 552.93 feet to the Point of Beginning;
Thence continuing N00°11'42"E a distance of 166.24 feet;
Thence S72°18'07"W a distance of 65.91 feet;
Thence S47°41'14"W a distance of 688.43 feet;
Thence S89°50'58"W a distance of 1918.07 feet to a point on the West line of said SW/4;
Thence S00°29'09"E along said West line a distance of 150.00 feet to a point, said point being 124.60 feet North of the SW Corner of said SW/4;
Thence N89°50'58"E a distance of 1975.01 feet;
Thence N47°41'14"E a distance of 693.86 feet to the Point of Beginning.

The above description contains 9.20 acres more or less.

20-Foot Access Easement-1 Description

A 20-foot Access Easement (40-foot during construction) located in a part of the South Half (S/2) of the Southwest Quarter (SW/4) of Section 19, Township 10 North, Range 1 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SW Corner of the SW/4 of said Section 19;
Thence N88°59'13"E along the South line thereof, a distance of 28.53 feet to the Point of Beginning;

Thence N02°09'43"E along the centerline of Access Easement a distance of 124.27 feet to the Point of Termination.

The above description contains 0.06 acres more or less.

20-Foot Access Easement-2 Description

A 20-foot Access Easement (40-foot during construction) located in a part of the South Half (S/2) of the Southwest Quarter (SW/4) of Section 19, Township 10 North, Range 1 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SW Corner of the SW/4 of said Section 19;
Thence N88°59'13"E along the South line thereof, a distance of 929.81 feet to the Point of Beginning;
Thence N40°50'12"W along the centerline of Access Easement a distance of 145.85 feet to the Point of Termination.

The above description contains 0.07 acres more or less.

20-Foot Access Easement-3 Description

A 20-foot Access Easement (40-foot during construction) located in a part of the South Half (S/2) of the Southwest Quarter (SW/4) of Section 19, Township 10 North, Range 1 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SE Corner of the SW/4 of said Section 19;
Thence S88°59'13"W along the South line thereof, a distance of 933.20 feet to the Point of Beginning;
Thence N06°59'00"E along the centerline of Access Easement a distance of 102.02 feet to the Point of Termination.

The above description contains 0.05 acres more or less.

20-Foot Access Easement-4 Description

A 20-foot Access Easement (40-foot during construction) located in a part of the South Half (S/2) of the Southwest Quarter (SW/4) of Section 19, Township 10 North, Range 1 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SE Corner of the SW/4 of said Section 19;
Thence S88°59'13"W along the South line thereof, a distance of 516.34 feet to the Point of Beginning;
Thence N01°48'04"W along the centerline of Access Easement a distance of 94.99 feet to the Point of Termination.

The above description contains 0.04 acres more or less.

Parcel Number OK-CLE-172

Transmission Line Easement Description

A 150-foot wide Easement for an Overhead Electric Transmission Line located in a part of the Southeast Quarter (SE/4) of Section 19, Township 10 North, Range 1 West, I.M. Cleveland County, Oklahoma, described as follows:

Commencing at the SE Corner of the SE/4 of said Section 19;
Thence N00°07'23"W along the East line thereof, a distance of 1744.46 feet to the Point of Beginning;
Thence S48°02'46"W a distance of 937.89 feet;
Thence S29°49'33"E a distance of 106.44 feet;
Thence S60°10'27"W a distance of 20.00 feet;
Thence N29°49'33"W a distance of 106.44 feet;
Thence S72°18'07"W a distance of 1667.54 feet to a point on the North line of the S/2 SW/4 SE/4;
Thence S88°42'27"W along said North line a distance of 321.40 feet to the NW Corner of said S/2 SW/4 SE/4;
Thence N00°11'42"E along the West line of the SE/4 a distance of 62.24 feet;
Thence N72°18'07"E a distance of 1934.72 feet;
Thence N48°02'46"E a distance of 1050.14 feet to a point on the East line of said SE/4;
Thence S00°07'23"E along said East line a distance of 201.31 feet to the Point of Beginning.

The above description contains 9.94 acres more or less.

20-Foot Access Easement Description

A 20-foot Access Easement (40-foot during construction) located in a part of the Southeast Quarter (SE/4) of Section 19, Township 10 North, Range 1 West, I.M. Cleveland County, Oklahoma, described by the centerline as follows:

Commencing at the SE Corner of the SE/4 of said Section 19;
Thence N00°07'23"W along the East line thereof, a distance of 1381.02 feet to the Point of Beginning;
Thence S29°49'09"W along the centerline of Access Easement a distance of 276.99 feet to the Point of Termination.

The above description contains 0.13 acres more or less.

Parcel Number OK-CLE-177

Transmission Line Easement Description

A 150-foot wide Easement for an Overhead Electric Transmission Line located in a part of the West Half (W/2) of the Northwest Quarter (NW/4) of Section 20, Township 10 North, Range 1 West, I.M. Cleveland County, Oklahoma, described as follows:

Commencing at the SW Corner of the NW/4 of said Section 20;
Thence N89°40'45"E along the South line thereof, a distance of 745.42 feet to the Point of Beginning;
Thence N48°02'46"E a distance of 632.67 feet;
Thence N52°44'04"E a distance of 138.44 feet to a point on the East line of the W/2 NW/4;
Thence S00°09'47"W along said East line a distance of 188.89 feet;
Thence S52°44'04"W a distance of 17.50 feet;
Thence S48°02'46"W a distance of 457.77 feet to a point on the South line of W/2 NW/4;
Thence S89°40'45"W along said South line a distance of 225.78 feet to the Point of Beginning.

The above description contains 2.15 acres more or less.

Exhibit B

Insurance

Grantee shall procure and maintain such insurance as will protect Grantor, Grantee and any subcontractors from claims under Workers' Compensation Acts, and against loss by reason of any liability imposed by law for or on account of damages to property or injuries or death sustained by any person or persons, arising from operations under the Agreement by Grantee or any of its subcontractors. Said insurance shall contain such certificates of insurance and forms and be placed with company or companies deemed satisfactory to Grantor. These coverages shall be primary and non-contributory to any self-insurance or any insurance held by Grantor. Failure of Grantee to maintain adequate coverage will not relieve Grantee of any contractual responsibility or obligation. Grantee will be liable for all deductibles under the insurance policies.

Grantee shall, before commencing work, deliver to Grantor two (2) original copies of satisfactory evidence of coverage as specified herein by Certificates of Insurance satisfactory to Grantor. Thirty (30) days advance written notice will be provided to Grantor via Certified Mail notifying Grantor of any cancellation or material change in insurance coverage as certified. Ten days' notice will be provided for cancellation due to nonpayment of premium.

Grantee shall, upon request by Grantor, provide within ten (10) days of such request, a certified duplicate copy of any current or expired insurance policy of the type required below that has been or is in force during the term of this agreement.

A. Statutory Workers' Compensation and Employer's Liability Insurance with a Part Two policy limit of not less than \$1,000,000.

B. Commercial General Liability Insurance with a per-occurrence limit of not less than \$1,000,000 and a general aggregate and products-completed operations aggregate limit of not less than \$2,000,000.

C. Business Automobile Liability Insurance covering any auto with an each accident limit of not less than \$1,000,000.

D. Excess Liability (Umbrella Form) Insurance with a per-occurrence and general aggregate limit of not less than \$10,000,000 Policy should not have a wildfire exclusion.

E. The above-required insurance indicates minimum limits of protection to be carried by Grantee and is not to be construed as a limitation of liability. The requirement to carry insurance hereunder shall include the coverage(s) listed above or such other types or amounts Grantor may from time to time require.

F. Grantor shall be designated as Additional Insureds for both ongoing and completed operations on all certificates of insurance.

G. Subrogation Waivers. All required Grantee's policies will provide for a waiver of subrogation rights against Grantor and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy. Grantee releases and waives any and all rights of recovery against Grantor that Grantee may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by Grantee pursuant to the Agreement or because of deductible clauses in, or inadequacy of limits of, any such policies of insurance.

H. Other Insurance:

1. Grantee may procure and maintain, at his own expense, such insurance as may protect him against other hazards or higher limits than set forth herein. Any such policy of insurance shall include an endorsement providing that underwriters have waived their rights of subrogation against Grantor and its insurance carrier(s).
2. The Grantee and subcontractor shall provide their own insurance protection to cover the Grantee's and/or subcontractor's machinery, tools, equipment and property of a similar nature. Any policy of insurance covering Grantee's or subcontractor's owned or leased machinery, tools and equipment against loss or physical damage shall provide a waiver of subrogation rights against Grantor.
3. Grantee shall also carry insurance covering its employees for benefits mandated under the U.S. Longshore and Harbor Workers' Compensation Act if the work to be performed is on or near U.S. waterways.

I. Should any of the Work:

1. Involve aircraft (fixed wing or helicopter) owned or operated by the Grantee, liability arising out of such aircraft shall be insured for a combined single limit of not less than \$10,000,000 each occurrence and such limit shall apply to Bodily Injury (excluding passengers), Property Damage and Passenger Bodily Injury Liability. Such insurance shall name Grantor as additional insureds and contain a cross-liability or severability of interest clause. This coverage shall be primary and non-contributory to any self-insurance or any insurance held by Grantor. Any policy of insurance shall provide for an insurer's waiver of subrogation rights in favor of Grantor.
2. If the utilization of such aircraft is to be subcontracted to a third party, Grantee must provide to Grantor either evidence of non-owned aviation coverage or Subcontractor's Certificate of Insurance consistent with the requirements stated above.
3. Involve drones (unmanned aircraft) owned or operated by the Grantee, liability arising out of such aircraft shall be insured for a combined single limit of not less than \$5,000,000 each occurrence and such limit shall apply to Bodily Injury and Property

Damage. Such insurance shall name Grantor as additional insureds and contain a cross-liability or severability of interest clause. This coverage shall be primary and non-contributory to any self-insurance or any insurance held by Grantor. Any policy of insurance shall provide for an insurer's waiver of subrogation rights in favor of Grantor.

4. If the utilization of such aircraft is to be subcontracted to a third party, Grantee must provide to Grantor either evidence of non-owned aviation coverage or Subcontractor's Certificate of Insurance consistent with the requirements stated above.

J. Mailing Address:

Certificates of Insurance, Notice of Cancellation, Termination or Alteration of Policies shall be sent to the Certificate Holder:

Grantor

The Oklahoma City Water Utilities Trust
f/k/a Oklahoma City Municipal Improvement Authority
420 N. Walker Ave., Suite 500
Oklahoma City, OK 73102-2230

The City of Oklahoma City
200 N. Walker Ave., Suite 200
Oklahoma City, OK 73102-2230