

EXHIBIT D

AFTER RECORDING RETURN TO:
OG&E ELECTRIC SERVICES
ATTN: LAND MANAGEMENT SERVICES
P.O. BOX 321, M/C M109
OKLAHOMA CITY, OK 73101-0321

ELECTRIC EASEMENT AGREEMENT

THIS ELECTRIC EASEMENT AGREEMENT (the "Easement Agreement") dated this _____ day of _____ 2023 (the "Effective Date"), by and between THE CITY OF OKLAHOMA CITY, a municipal corporation (alternatively referenced herein as the "City" or "Grantor"), and OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation (alternatively referenced herein as "OG&E" or "Grantee"),

WITNESSETH:

WHEREAS, the City is the owner of that certain real property located south of NW 10th Street and west of N. May Avenue commonly known as the Oklahoma City Fairgrounds (the "Fairgrounds"), generally described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, the Fairgrounds is subject to an Amended Lease Agreement dated April 3, 1990, by and between the City and the OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, an Oklahoma Public Trust (the "OCPPA"); and

WHEREAS, the Fairgrounds is further subject to a Sublease Agreement dated October 3, 2006, as amended by the First Amendment to Sublease Agreement dated July 1, 2014, by and among the City, OCPA and Oklahoma State Fair, Inc., an Oklahoma not for profit corporation; and

WHEREAS, the Fairgrounds is the site of the Oklahoma State Fair, which is operated by Oklahoma State Fair, Inc.; and

WHEREAS, over a period of years a need has developed for an additional OG&E substation to serve the Fairgrounds; and

WHEREAS, on a date contemporaneous with the Effective Date of the Easement Agreement the City conveyed to OG&E certain real property formerly part of the Fairgrounds described and depicted on Attachment 3 (the "Substation Site"), attached hereto and made a part hereof, suitable for constructing and operating an electrical substation (the "Substation") that will enable OG&E to provide a dependable and sufficient supply of electrical power to the Fairgrounds and the surrounding area in support of recreational and educational purposes for years to come; and

WHEREAS, the City and OG&E desire to enter into this Easement Agreement to provide a location for the installation of underground distribution circuits necessary for the distribution of electric current associated with future customer load demands and service requirements for the Fairground and surrounding area.

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NOW, THEREFORE, in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual obligations, covenants and agreements set forth herein, the City (as Grantor) and OG&E (as Grantee) agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a thirty-five (35) foot wide permanent easement (the "Electric Easement") abutting the west and south boundaries of the Substation Site (referenced herein as the "Easement Tract"). The purpose of this Electric Easement is to provide a location for the installation of underground distribution circuits necessary for the distribution of electric current associated with future customer load demands and service requirements for the Fairground and surrounding area (collectively referenced herein as the "Electric Facilities"). The location of the Easement is described on Attachment 4 and depicted on Attachment 5, both attached hereto and made a part hereof. The relative locations of NW 10th Street, the Substation Site and the Easement Tract are generally shown on the following site plan with the Easement Tract being outlined in yellow:

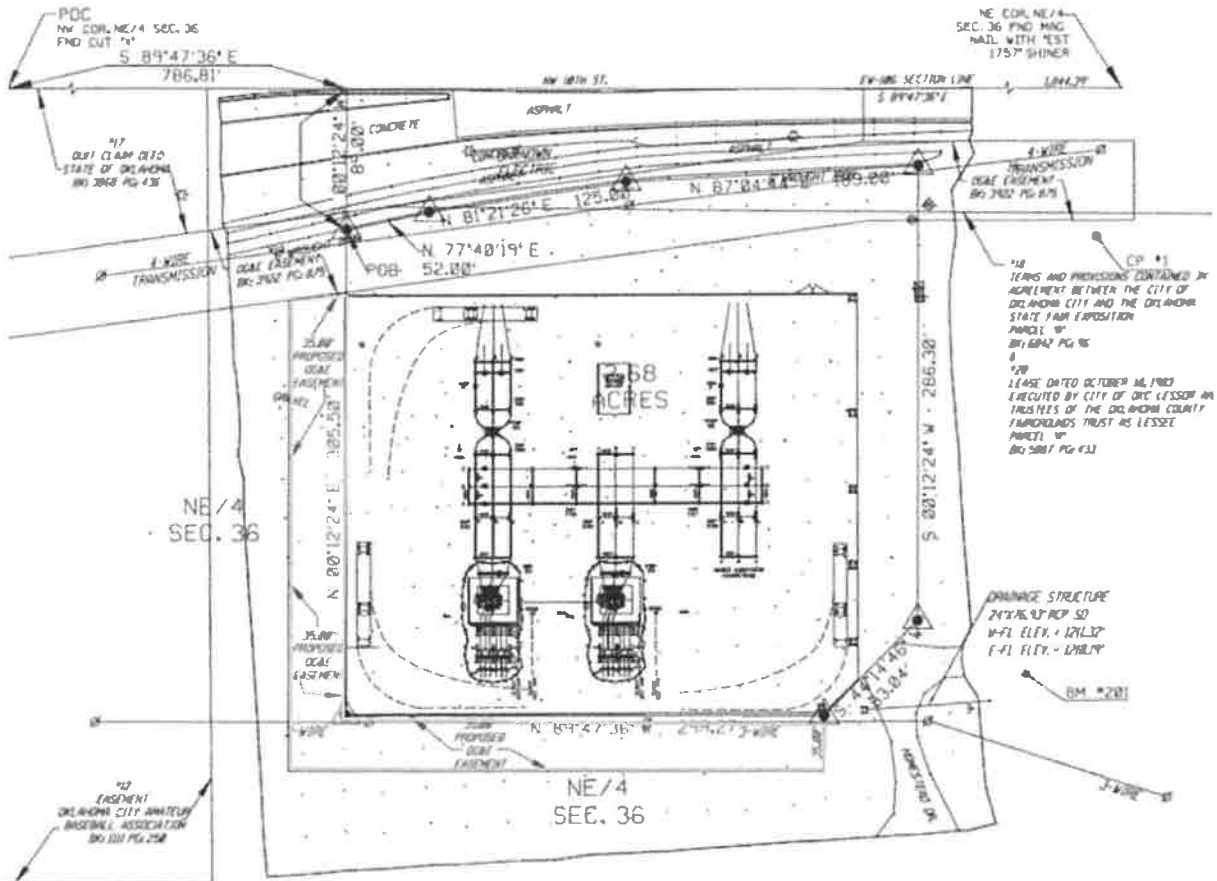


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2. Grantee shall have the right to install, maintain, operate, repair and replace the Electric Facilities; provided, however, the cost of installing, maintaining, operating, repairing and replacing the Electric Facilities shall be the sole expense of Grantee.

3. Grantee shall have the right at any time and from time to time to enter and re-enter upon the Easement Tract to trim and keep trimmed or to cut and permanently remove from the Easement Tract and to treat with selective herbicides all brush and trees within the boundaries of the Easement Tract. Further, Grantee shall have the right at any time and from time to time to enter and re-enter upon the Easement Tract to trim and keep trimmed away from the Easement Tract or to cut and permanently remove and to treat with selective herbicides any brush and trees on the portion of the Fairgrounds situated immediately adjacent to the Easement Tract to the extent such brush or trees encroach into or above the Easement Tract or, in the judgment of Grantee, will interfere with or endanger the installation, maintenance, operation, repair, or replacement of the Distribution Circuits, or the safety and security of the same.

4. Grantor shall not hereafter plant or permit the planting of any tree or brush, erect or permit the erection of any building, sign, billboard or other structure, or permit any excavation or other removal of soil, so as to change the grade of terrain, on the Easement Tract, unless Grantor first obtains the express written consent of Grantee.

5. The consideration paid by Grantee for the Electric Easement includes and constitutes the full and complete compensation to be paid by Grantee for this Electric Easement and all damages Grantor has sustained by reason of Grantee's exercise of the rights and privileges ("Rights and Privileges") granted with the Electric Easement; provided, however, damages not reasonably within the scope of the Rights and Privileges of the Electric Easement, if any, caused by Grantee to the Easement Tract or other parts of the Fairgrounds throughout the term of this Easement Agreement, shall be settled separately.

6. The Rights and Privileges provided herein shall continue in effect without interruption or abatement until surrendered and released by Grantee in a writing recorded in the office of the Oklahoma County Clerk.

APPROVED BY The City of Oklahoma City this _____ day of _____, 2023.

"GRANTOR"

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy Simpson, City Clerk

MAYOR DAVID HOLT

REVIEWED as to form and legality.

Matthew Collin

Assistant Municipal Counselor

EXHIBIT D

CONSENTED TO by the Oklahoma City Public Property Authority this _____ day
of _____, 2023.

"OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY"

By:
Its:

ATTEST: (seal)

By:
Title:

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____ day of
_____, 2023 by _____, as _____ of the
Oklahoma City Public Property Authority.

My Commission Expires: _____

(seal)

Notary

My Commission Number: _____


EXHIBIT D

CONSENTED TO by OKLAHOMA STATE FAIR, INC., this 10th day of August, 2023.

"OKLAHOMA STATE FAIR, INC."


By: Kirk Slaughter
Its: President - CEO

ATTEST: (seal)


By: Kirk Slaughter
Title: President - CEO

STATE OF Oklahoma)
COUNTY OF Canadian) SS.

The foregoing instrument was acknowledged before me this 10th day of August, 2023 by Kirk Slaughter as President & CEO of the Oklahoma State Fair, Inc.

My Commission Expires: 5/2/26

(seal)

My Commission Number: 22006162

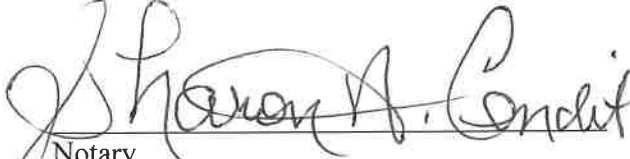

Notary

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EXECUTED by Grantee this 7th day of August, 2023 for the sole purpose of acknowledging and agreeing to the terms of this Electric Easement Agreement to the extent the same create any limitations, obligations or responsibilities with respect to Grantee.

"GRANTEE"

Oklahoma Gas and Electric Company



By: Robert J. Burch
Its: Vice President, Utility
Technical Services

STATE OF Oklahoma)

SS.

COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 7 day of August, 2023 by Robert J. Burch, as Vice President, Utility Technical Services, of Oklahoma Gas and Electric Company.

My Commission Expires: 08/30/25

(seal)



My Commission Number: 17008148


Notary

Attachment 1

Fairgrounds

Real Property

All of the East Half (E/2) of Section 36, Township 12 North, Range 4 West, of the Indian Meridian, Oklahoma County, Oklahoma, less and except the following:

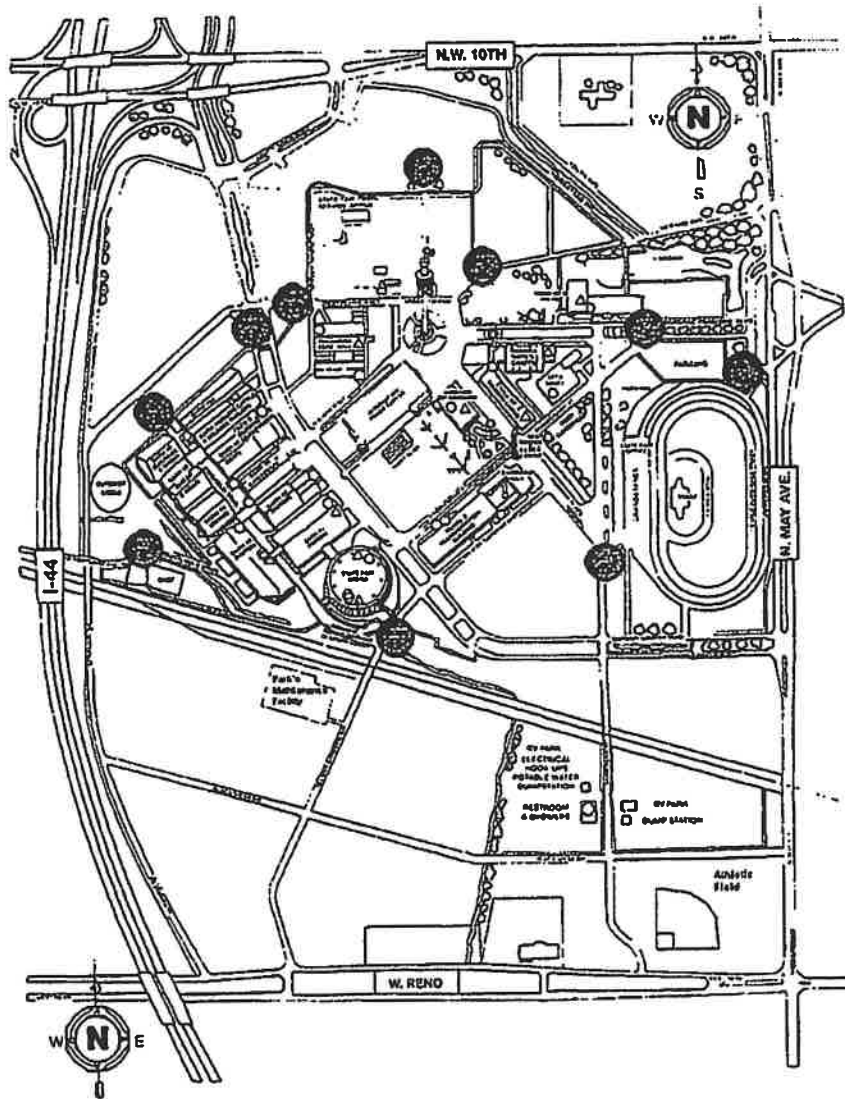
A part of the Southeast Quarter (SE/4) of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at a point 586.17 feet East and 142.00 feet North of the Southwest Corner of the Southeast Quarter (SE/4) of said Section Thirty-six (36); THENCE North 300.00 feet; THENCE East 227.00 feet; THENCE South 300.00 feet; THENCE West 227.00 feet to the POINT OF BEGINNING; and

A part of the Southeast Quarter (SE/4) of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at a point 153.17 feet East and 142.00 feet North of the Southwest Corner of the Southeast Quarter (SE/4) of said Section Thirty-six (36); THENCE North 00°06'26" West 300.00 feet; THENCE South 89°56'26" East 433.00 feet; THENCE South 300.00 feet; THENCE West 433.00 feet to the POINT OF BEGINNING.

And,

All of the West Half (W/2) of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, lying East and South of the East and South right-of-way line of Interstate Highway 44 (I-44) and its interchange with Northwest 10th Street.

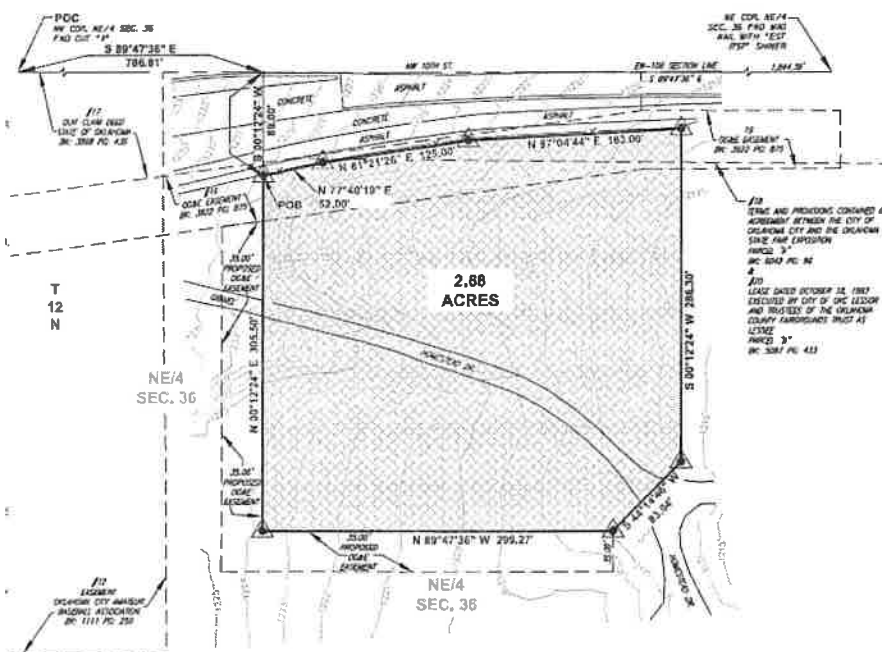
Attachment 2



Attachment 3 - (Exhibit D)

OG&E
BOUNDARY SURVEY
 PART OF THE NE/4 SECTION 36
 TOWNSHIP 12 NORTH, RANGE 4 WEST, 11M.
 OKLAHOMA COUNTY

R-4-W



LEGAL DESCRIPTION

A TRACT OF LAND LYING IN PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY SIX (36), TOWNSHIP TWELVE (12) NORTH, RANGE FOUR (4) WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SECTION THIRTY SIX (36), SAID POINT BEING A CUT X;
 THENCE S 89°47'36" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 786.81 FEET;
 THENCE S 00°12'24" W A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN WITH CA32 CAP;
 THENCE N 77°40'19" E A DISTANCE OF 52.00 FEET TO A 5/8" IRON PIN WITH CA32 CAP;
 THENCE N 81°21'26" E A DISTANCE OF 125.00 FEET TO A 5/8" IRON PIN WITH CA32 CAP;
 THENCE N 87°04'44" E A DISTANCE OF 183.00 FEET TO A 5/8" IRON PIN WITH CA32 CAP;
 THENCE S 00°12'24" W A DISTANCE OF 286.30 FEET TO A 5/8" IRON PIN WITH CA 32 CAP;
 THENCE S 44°14'46" W A DISTANCE OF 83.04 FEET TO A 5/8" IRON PIN WITH CA 32 CAP;
 THENCE N 89°47'36" W ON A LINE PARALLEL WITH AND 394.50 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 299.27 FEET TO A 5/8" IRON PIN WITH CA32 CAP;
 THENCE N 00°12'24" E A DISTANCE OF 305.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.68 ACRES AS DESCRIBED.

THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHEAST QUARTER NE/4 OF SECTION 36, TOWNSHIP 12 NORTH, RANGE 4 WEST, INDIAN MERIDIAN HAVING A BEARING OF S 89°47'36" E UTILIZING GRID NORTH AS ESTABLISHED BY OKLAHOMA STATE PLANE SYSTEM, NAD-83/2011, NORTH ZONE, U.S. SURVEY FEET.
 LEGAL DESCRIPTION WAS PREPARED ON 02-13-2023 BY OR UNDER THE DIRECT SUPERVISION OF
 DARREN M. SMITH PLS #1552.

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY THE UNDERSIGNED, THAT THE SURVEY WAS DONE ON THE GROUND IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AS SET FORTH BY THE STATE OF OKLAHOMA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT THE ACCURACY SPECIFICATION AND POSITION TOLERANCE ARE IN ACCORDANCE WITH THE LAND OR BOUNDARY SURVEYS.

Darren M. Smith
 DARREN M. SMITH
 PROFESSIONAL LAND SURVEYOR #1552



Attachment - 4

LEGAL DESCRIPTION

An OG&E Easement located in part of the NE/4 of Section 36, Township 12 North, Range 4 West, I.M., Oklahoma County, Oklahoma. Said Easement being more particularly described as follows:

Commencing at the Northwest corner of said NE/4; Thence S 89°47'36" E on the North line of said NE/4 a distance of 786.81 feet; Thence S 00°12'24" W a distance of 127.90 feet to a point on the South line of an existing OG&E Easement described in Book 3922 Page 875 filed for record at the Oklahoma County Clerk's Office, said point being the POINT OF BEGINNING; Thence continuing S 00°12'24" W a distance of 266.60 feet; Thence S 89°47'36" E a distance of 299.27 feet;

Thence S 00°12'24" W a distance of 35.00 feet; Thence N 89°47'36" W a distance of 334.27 feet; Thence N 00°12'24" E a distance of 296.79 feet to a point on the South line of said existing OG&E Easement; Thence N 82°22'53" E on the South line of said existing OG&E Easement a distance of 35.33 feet to the point of termination for said easement description.

Containing 0.48 Acres (20,946.5 Sq. Ft.), more or less.

