

EASEMENT

This Agreement made and entered into by and between Public Service Company of Oklahoma, an Oklahoma corporation, Grantor, and City of Broken Arrow, Oklahoma, Grantee.

WITNESSETH:

For valuable consideration and the considerations hereinafter expressed, Grantor hereby grants to Grantee, its successors and assigns, a right-of-way and easement, to construct, maintain, operate, tap into, repair, replace and or remove a 8" diameter PVC, SDR -35 sanitary/storm sewer line in, on, under, through, and across lands owned by Grantor situated in Section 36, Township 18 North, Range 14 East, Tulsa County, Oklahoma, and acquired by deed dated February 5, 2003, recorded in Book 6931, Page 2660. Said right of way and easement shall be a strip of land 22.5 feet in width and 50 feet in length, described as follows:

TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION THIRTY-SIX (36); THENCE NORTH 88°38'02" EAST ALONG THE SOUTHERLY LINE OF SAID SW/4 FOR 371.00 FEET; THENCE NORTH 01°13'25" WEST FOR 70.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 01°13'25" WEST FOR 22.50 FEET; THENCE NORTH 88°38'02" EAST PARALLEL WITH SAID SOUTHERLY LINE FOR 50.00 TO A POINT ON THE WESTERLY LINE OF RESERVE "C" IN BRIGHTON VILLAGE SUBDIVISION, A SUBDIVISION IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 01°13'25" EAST ALONG SAID WESTERLY LINE FOR 22.50 FEET; THENCE SOUTH 88°38'02" WEST PARALLEL WITH SAID SOUTHERLY LINE FOR 50.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,125.00 SQUARE FEET 0.026 ACRES, MORE OR LESS.

As additional consideration for the rights herein granted, Grantee, by its acceptance hereof, agrees to be bound by the following terms and conditions.

1. All work relating to said facilities shall be at Grantee's expense and Grantee shall, after construction, maintenance, repair, replacement or removal of said facilities, restore the affected area to the grade and condition existing prior to such activity and in a manner

satisfactory to Grantor. Grantee shall bury its facilities so as to maintain a minimum cover of four (4) feet.

2. Grantee agrees to maintain a minimum distance of thirty (30) feet from any tower leg, pole, foundation, guy anchor or other facilities and associated equipment located on the property.

3. Grantee acknowledges that the easement is located in close proximity to high voltage electric facilities. The Grantor shall not be liable for any ground faults, induced voltage, current, or any electrical interference whatsoever that may be imposed, or that would affect the Grantee's facilities as constructed and maintained in the easement areas herein granted. If any of the above described events or other events caused by the Grantor's facilities occur, any remedy to eliminate the event shall be at the sole cost of Grantee.

A. Grantor excepts and reserves, for itself, its successors and assigns, the right to use, operate, maintain, repair, replace, renew, upgrade, install, or remove, all existing electric lines, access roads, and all other facilities now existing or hereafter installed on the above described Premises.

B. All work shall be conducted in accordance with applicable OSHA safety regulations, and in such manner as to avoid contact with energized high voltage overhead electric lines present on said Premises.

C. Grantor's towers, structures, conductors and other facilities shall not be disturbed. Access to Grantor's electrical facilities shall be maintained and available at all times.

D. No drilling or trenching shall be conducted directly beneath the electric lines or immediately adjacent to towers or other structures without the consent of Grantor.

E. No equipment shall be refueled while under, or in the vicinity of the electric lines.

4. No work done by Grantee in connection with the construction, operation, maintenance, replacement, repairing and removal of said facilities shall disturb or damage the property, fences, gates, drains, ditches, and Grantor's property markers; and in the event it does, Grantee shall immediately notify Grantor and shall reimburse Grantor for its expense incurred in repairing or replacing said property, fences, gates, drains, ditches and property markers. In addition, Grantee shall reimburse Grantor for all damages to crops and timber and to any other property owned by the Grantor.

5. Grantor shall have the right to use, occupy and enjoy the above described premises for any and all purposes not inconsistent with rights herein expressly granted to Grantee. By acceptance of this grant, Grantee covenants and agrees to relocate all or any part of the facilities installed on this easement within six (6) months after Grantor requests such relocation, and Grantor agrees to provide Grantee with an alternate right-of-way therefore. Grantee shall bear the cost of relocating its facilities one time only, and Grantor shall provide the new right-of-way

at no cost to Grantee. Thereafter, Grantor shall be required to pay for any relocation it may request.

6. This easement and the rights herein granted may be terminated by declaration of Grantor for nonuse for a period of one year or for abandonment. Upon such termination, Grantee shall, at its sole expense and within such reasonable time as Grantor may indicate, remove said facilities and restore the premises to a condition satisfactory to Grantor. In the event Grantee should fail to remove said facilities and make said restoration, Grantor shall have the right to remove it and perform the restoration work, and Grantee shall reimburse Grantor for its expense as incurred in so doing and in no event shall Grantee have any claim for damage against Grantor, its officers, agents, successors or assigns on account of said removal. Grantee, upon request by Grantor, shall execute and deliver to Grantor an appropriate recordable instrument evidencing such termination.

7. Grantee shall at all times maintain said facilities in a thoroughly safe operating condition, and shall at any time upon the written request of Grantor promptly repair said facilities in such manner as shall be satisfactory to Grantor.

8. Grantee shall be liable, to Grantor and to third parties, for loss resulting from Grantee's negligent acts and omissions and the negligent acts and omissions of Grantee's employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151-172.

9. Insurance: Grantee is Self-Insured by Permit from the State of Oklahoma. Should Grantee become insured with an outside insurance carrier, Grantee shall provide Grantor with a Certificate of Insurance naming Grantor as an additional insured and specifying coverage limits.

This easement is granted subject to all existing outstanding rights, including but not limited to, leases, easements, exceptions, reservations, covenants, conditions, highways, uses, liens, and encumbrances of record affecting the above described land which are now in force and effect, if any, and to any state of facts an examination of the premises or an accurate survey would disclose.

This indenture shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

DATED this 25th day of June, 2018.

PUBLIC SERVICE COMPANY OF OKLAHOMA

By: P. Todd Ireland

Mr. P. Todd Ireland
Manager, Real Estate Asset Management
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 25th day of June, 2018, by P. Todd Ireland, Manager, Real Estate Asset Management, American Electric Power Service Corporation, as Authorized Signer for Public Service Company of Oklahoma, an Oklahoma corporation on behalf of the corporation.



Joyce H Leachman
Notary Public - Ohio
My Commission Expires
August 1, 2020

Jane H. Leach
Notary Public
My commission expires: 8/1/2020

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: AW Checked: 7-25-18
Project: _____

This document prepared by Real Estate Asset Management for and on behalf of Public Service Company of Oklahoma.