

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into, and is effective, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Enable Oklahoma Intrastate Transmission, LLC** whose mailing address is Attention, Senior Manager, Right of Way, 1300 Main Street, Houston, Texas 77002 (hereinafter referred to as "**COMPANY**") and The **City of Broken Arrow**, an Oklahoma Municipal Corporation, whose mailing address is 220 South First Street, Broken Arrow, Oklahoma 74012, (hereinafter referred to as "**City**"),

### RECITAL:

WHEREAS, Company is the owner of that certain 24 inch natural gas pipeline, (hereinafter referred to as the "Facilities") located in Tulsa County, Oklahoma; and

WHEREAS, City wishes to construct a street improvement project (hereinafter referred to as the "Project") covering a section of West Houston Street located in the City of Broken Arrow, Oklahoma (the "Project"); and

WHEREAS, to accommodate the Project, it may become necessary for the Company to adjust, relocate and or re-condition its Facilities ("Work") to allow City to construct the Project as shown on "Exhibit A" attached hereto and becoming a part hereof, and

WHEREAS, Company, under the terms hereinafter stated, is willing to perform the Work, provided City reimburses Company for 100% of its final actual costs, both direct and indirect, and including, without limitation, all preliminary conflict assessments, for undertaking and completing the Work. Unless as otherwise provided in this Agreement, such reimbursement shall not exceed 125% of the total estimate of costs and expenses stated in Section 3 below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Company agrees to perform the Work subject to the following terms and provisions:

1. City agrees to bear 100% of all direct and indirect costs incurred by Company to complete the Work, in an amount not to exceed 125% of the total estimate of costs and expenses stated in Section 3 below, unless otherwise provided in this Agreement. Such costs and expenses will include, but not limited to, labor, materials, construction damages, administrative overhead, taxes and legal fees incurred for the engineering, modification and relocation of the Facilities required to complete the Project ("Project Estimate"); provided, however, that to the extent that the actual costs exceed 125% of the Project Estimate, Company shall provide City notice, with an estimate of such excess costs before they are incurred by Company; and City shall have the right to approve or disapprove of such excess costs within three (3) days of City's receipt of such notice, such approval not to be unreasonably withheld, conditioned or delayed. In the event City does not approve of such excess costs, in addition to all costs and expenses incurred to date, City shall bear 100% of all direct and indirect costs and expenses incurred by Company to return the relocated pipe segment to its original location and condition prior to commencement of the Work, and Company and City shall execute all such documents, including easements and releases, as are deemed necessary by each of the parties to evidence such return to the original location.
2. Within ten (10) business days after the date of this Agreement City shall advance 100% of the Project Estimate of **\$109,097.00** payable to Company and addressed to 8801 South Yale Ave., Suite 200, Tulsa, OK 74137. Attention to Dwight Kouri. Within thirty (30) days after receipt of an invoice stating the final cost for completion of the Work, the remaining costs, if any, will be provided to Company at the address in this Paragraph 2.
3. Within ninety (90) days following the completion of the Work, Company shall make an accounting of final costs and provide City an invoice of the same. The final cost may be greater

or less than the Project Estimate. City shall be liable to Company for the full amount of the final cost regardless of whether that amount exceeds the Project Estimate, so long as such costs have been approved by City in accordance with this Agreement, and do not exceed 125% of the Project Estimate. Should the final costs be less than the Project Estimate, a refund shall be made to the City within sixty (60) days after the final accounting.

4. City shall perform all operations and construction activity abutting or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and reasonable conditions that may be imposed by Company from time to time. No construction activity by City shall be performed over, across, or adjacent to the Facilities until the Work of Company has been completed. Company shall perform the Work in a workmanlike and safe manner and in conformance within all applicable industry and governmental standards and reasonable conditions that may be imposed by City from time to time (subject to reimbursement as provided herein for any costs incurred as a result of such conditions).
5. Exclusive of Saturday, Sunday and legal holidays, notice shall be given to Company by City, at least seventy-two (72) hours in advance of commencement of any construction activity on or adjacent to the Facilities, except only in cases of emergency when such advance notice shall not be required. Said notice shall be given to OKIE One-Call (811). In the event either party commences any litigation to enforce any provisions of this Agreement or of the easements of Company relating thereto, the prevailing party will be entitled to recover from the other party the cost of reasonable attorneys' fees, interest and the attendant expenses.
6. TO THE EXTENT PERMITTED BY LAW, CITY SHALL INDEMNIFY, SAVE, HOLD HARMLESS, AND AT COMPANY'S OPTION, DEFEND COMPANY AND ITS AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, COST (INCLUDING REASONABLE ATTORNEY AND EXPERT WITNESS FEES AND COURT COSTS), EXPENSES, LOSSES, CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY), FINES, CIVIL PENALTIES, ENVIRONMENTAL DAMAGE CLAIMS AND ADMINISTRATIVE PROCEEDINGS ("DAMAGES") FOR INJURY OR DEATH TO PERSONS OR DAMAGE OR LOSS TO PROPERTY OR OTHER DIRECT BUSINESS LOSSES INCLUDING THOSE MADE OR INCURRED BY COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, ARISING FROM OR IN CONNECTION WITH CITY'S ACTIONS OR OMISSIONS ON THE PROPERTY, RELATED TO THE , EXISTENCE, CONSTRUCTION AND/OR USE OF THE PROJECT.
7. It is expressly understood by the parties hereto that Company is not abandoning any right, title or interest it may have in the above-described land.
8. Company shall maintain and preserve and shall cause contractors and subcontractors of the Work to maintain and preserve, complete and accurate documentation and data pertaining to performance of the Work sufficient for City to determine Company's compliance with all terms and conditions of the Agreement. Such documentation and data shall include, without limitation, (1) change orders and any gift or entertainment expenses incurred by Company or other contractors and subcontractors performing the Work, (2) written and electronic records, (3) books of account, (4) correspondence, (5) plans, (6) instructions, (7) permits and licenses, (8) drawings, (9) payroll records, (10) memoranda, (11) receipts, (12) vouchers, (13) data stored in computer libraries, (14) documentation of transactions subject to export controls, and (15) documentation of related systems and controls. All documentation and data necessary for City's accurate audit and verification of Costs shall be prepared in accordance with Generally Accepted Accounting Principles published by the Financial Accounting Standards Board. This documentation and data will be maintained and preserved for a period of five (5) years after termination of the Work or Acceptance. Company corporate policy calls for automatically deleting email correspondence at

a minimum of ninety (90) days and maximum of 365 days after it enters the Company email system. To the extent that such email correspondence relates to the terms, conditions and compliance with this Agreement, such email correspondence over ninety (90) or 365 days old will not be available for examination.

- a. At all reasonable times during performance of the WORK and for five (5) years after termination of the Work or Acceptance, Company shall permit and cause its other contractors and subcontractors to permit personnel and other representatives of City to have access to their respective offices and other locations to examine, reproduce, and retain copies of the documentation and data and to interview the personnel of Company and its contractors and subcontractors in connection with such documentation and data as necessary for City to verify and monitor the following:
  - i. Completeness and accuracy of reimbursable costs;
  - ii. Existence and effectiveness of Company's business standards; and
  - iii. Compliance with all other terms of the Agreement.
9. Company shall permit City's personnel and other representatives to have sufficient audit access to reasonable satisfy City that the Work to be compensated pursuant to Exhibit A is invoiced or otherwise valued properly. In addition, City will have access to the documentation and data necessary to ensure that materials and services are provided in accordance with Exhibit "A". City will not be liable for costs incurred by Company or any other contractor or any other subcontractor resulting from such audit, unless such costs are otherwise reimbursable under Exhibit "A". If errors or deficiencies are identified by an audit or otherwise, Company shall make appropriate invoice adjustments or promptly refund any overpayment.
10. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Company and City, but such limitation does not include any other agreements with respect to the Facilities, such as rights-of way and easements.
11. The provisions of this Agreement and the documents delivered pursuant hereto shall be governed by and construed and enforced in accordance with the Laws of the State of Oklahoma (without regard to any conflicts-of-law rule or principle that would require the application of same to the Laws of another jurisdiction).
12. This Agreement shall not be assigned in whole or in part by Company or City without the written consent of the other party, except that Company or City may upon written notice to the other party assign its interest hereunder to any corporation or other business entity which is a subsidiary of or affiliated with the assignor. Any assignment not in compliance with this article shall be void and of no force or effect.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies (such as .pdf files delivered by electronic mail) of signatures will constitute original signatures for all purposes of this Agreement and any enforcement hereof.
14. The Parties agree that from and after the date hereof, each of them shall, and shall cause their respective Affiliates to, execute and deliver such further instruments and take such other action as may reasonably be requested by any Party hereto to carry out the purposes and intents hereof. Without limiting the foregoing, in the event Company determines, in its sole discretion, that an amendment to its existing easements, or new easement(s), are necessary or desirable in connection

with its Facilities and the foregoing Work, City shall execute such recordable documents to reflect Company's rights with respect to the relocated pipeline.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

**COMPANY:**

**Enable Oklahoma Intrastate Transmission, LLC**

**By: ET Intrastate Holdings LLC, its sole member**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY:**

**City of Broken Arrow, a Municipal Corporation**

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

Approved as to form:

D. Graham Parker                      4/11/2025  
Assistant City Attorney

**VERIFICATION**

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared \_\_\_\_\_, known to be the (President, Vice-President, Corporate Officer, Member, or other of Enable Oklahoma Intrastate Transmission, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public