

AFTER RECORDING RETURN TO:

Orin Shakerdge
NextEra Energy Resources, LLC 700 Universe Blvd.,
LAW/JB Juno Beach, FL 33408
(561) 694-4678

(This space reserved for recording information)

TRANSMISSION EASEMENT

THIS TRANSMISSION EASEMENT (“**Agreement**”) is dated this ____ day of _____, 2023 (“**Effective Date**”) by and between The City of Norman, a municipal corporation, with an address of P.O. Box 370, Norman, OK 73070-0370 (“**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 is the owner of a certain tract of real property located in Cleveland County, Oklahoma more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Grantor desires to grant and convey to Grantee certain easements, including without limitation, an exclusive easement, subject only to potential future crossings for any utility lines necessary to serve Grantor’s future development of the Property, for the erection, installation and maintenance of certain facilities for the transmission of electric power over and across a certain portion of the Property on the terms and conditions contained in this Agreement as depicted in **Exhibit B (“Easement Area”)** and **Exhibit C (“Easement Boundary Survey”)**;

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**” and the “**Easements shall be confined to the Easement Area** depicted in **Exhibits B and C**. Grantor shall grant to Grantee the right to investigate, inspect, survey, and conduct tests on the Property 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 irrevocable exclusive

easement as depicted in size and dimension on Exhibits B and C for the construction, installation, maintenance, use, operation, repair, replacement, relocation and removal of Facilities ("**Transmission Easement**"). "**Facilities**" shall mean all improvements installed for the purpose of delivering 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.

b. Grantor grants to Grantee an irrevocable, non-exclusive easement for vehicular and pedestrian ingress and egress over, across and along the Property, only as depicted on Exhibit C or by means of any existing roads or lanes depicted thereon, for the purposes of constructing, maintaining, removing and operating the Facilities ("**Access Easement**"). 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; provided, however, Grantor shall be responsible to repair any damage or perform any special maintenance of the roadway caused by any person using the roadway with Grantor's permission. Grantee shall have the right to install on the Access Road depicted within the Transmission Easement on Exhibit C an access gate with dual locks, at its expense, in order that it, together with its contractors, agents and appointees shall have the right to access the Transmission Easement. 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 a permanent, exclusive easement for the right and privilege to permit the above ground Facilities to overhang the Property within the Transmission Easement ("**Overhang Easement**").

2. **Ownership.** Grantor warrants that it is the holder of fee simple title to all of the Property, and has the right, without the joinder of any other party, to enter into this Agreement and grant the Easements

3. **Interference.** Grantor covenants and agrees that neither Grantor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; or (ii) take any action which will interfere with or impair Grantee's access to the Easements for the purposes specified in this Agreement.

4. **Assignment.** Grantee must seek Grantor's consent, to sell, convey, lease, or assign all or any portion of its interest in the Easements, on either an exclusive or a non-exclusive basis, and Grantor's consent shall not be unreasonably withheld. Grantee may not grant subeasements, co-easements, separate leases, easements, licenses or similar rights with respect to the Easements (collectively, "Assignment"), to one or more persons or entities (collectively "Assignee").

5. **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 Property in the exercise of its rights or any failure of Grantee to maintain its Facilities. Grantee acknowledges and agrees that it shall maintain sufficient liability insurance that is standard in the industry, and shall list Grantor as an additional insured on said policies with respect to Grantee's interest in the Easements on the Property.

6. **Removal.** Upon any termination of this Agreement, Grantee shall timely remove all Facilities on the Property and restore the Property to its approximate original condition that existed before Grantee constructed its Facilities all at Grantee's sole cost and expense.

7. **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 address listed 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, directed to the party's address as set forth 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. The names and/or titles of the persons entitled to receive service for each party pursuant to this paragraph are: (a) for Grantor: the City Manager and City Attorney, P.O. Box 370/201 W Gray, Norman, OK 3070/73069; and (b) for Grantee: Nick Fuhr, Project Director Development, NextEra Energy Transmission, LLC, 700 Universe Blvd., Juno Beach, FL 33408. 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.

8. **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.

9. **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, whether formal or informal. 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.

10. **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.

11. **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.

12. **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.

13. **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.

[Signatures Follow on Next Pages]

EXECUTED effective the day and year first hereinabove written.

Grantor:

The City of Norman, a municipal corporation

By:

Larry Heikkila, Mayor

ATTEST: _____
Brenda Hall, City Clerk

Approved as to form and legality this 30 day of June, 2023.

Elizabeth C. Muchala
City Attorney's Office

[illegible]

This instrument was acknowledged before me on the__ day of_____, 2023
by_____ for the City of Norman, a municipal corporation.

Notary Public,
Commission No. _____
My Commission Expires: _____

(SEAL)

EXHIBIT A

Legal Description of Property

The Southeast Quarter (SE¼) of Section 5, in Township 9 North, Range 2 West, of the I. M., Cleveland County, Oklahoma, LESS AND EXCEPT: A strip, piece or parcel of land lying in the Southeast Quarter (SE¼) of Section 5, Township 9 North, Range 2 West, in Cleveland County, Oklahoma, Said Parcel of land being described by metes and bounds as follows: Beginning at the SE Corner of said Southeast Quarter (SE¼), Thence West along the South line of said Southeast Quarter (SE¼) a distance of 150.00 feet, Thence N 00°15'08"W a distance of 33.00 feet, Thence N 66°31'29"E a distance of 81.61 feet, Thence N 00°15'08" W a distance of 850.00 feet, Thence N 13°47'03" E a distance of 103.08 feet, Thence N 00°15'08" W a distance of 1623.58 feet to a point on the North line of said Southeast Quarter (SE¼), Thence East along said North line a distance of 50.00 feet to the Northeast Corner of said Southeast Quarter (SE¼), Thence South along the East line of said SE/4 a distance of 2639.42 feet to point of beginning.

Approximately 158 acres

EXHIBIT B

Legal Description of Easement Area

An Easement for an Overhead Electric Transmission Line located in part of the Southeast Quarter (SE/4) of Section 5, Township 9 North, Range 2 W, I.M. Cleveland County, Oklahoma, described as follows:

Commencing at the NE Corner of said SE/4;
Thence S89°52'15"W along the North line thereof a distance of 50 feet to a point on the West Right of Way line of Highway 77 and Point of Beginning;
Thence S00°15'28"E along said Right of Way line a distance of 101.3 feet;
Thence S89°49'22" W a distance of 684.64 feet;
Thence N88°50'48"W a distance of 964.05 feet;
Thence N89°31'31"W a distance of 933.34 feet to a point on the West line of SE/4;
Thence N00°21'46"W along the West line thereof, a distance of 70.30 feet to the NW Corner of said SE/4;
Thence N89°52'15"E along the North line thereof, a distance of 2581.51 feet to the Point of Beginning;

The above description contains **5.22 acres** more or less.

EXHIBIT C

Easement Boundary Survey