

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") is made and entered into as of the _____ day of _____, 2023 ("**Effective Date**") by and between The City of Norman, whose address is: P. O. Box 370, Norman, OK 73070-0370 ("**Landlord**") and NextEra Energy Transmission Southwest, LLC, a Delaware limited liability company, whose address is 700 Universe Blvd., Juno Beach, FL 33408, Attn: Land Services Administration ("**Tenant**").

RECITALS

WHEREAS, Landlord is the fee simple owner of that certain unimproved real property described on the attached **Exhibit A**. A certain portion depicted and described on the **Laydown Yard Exhibit** attached **Exhibit B** hereto, consisting of eighteen acres more or less (the "**Property**" or "**Premises**") is the subject of this Agreement; and

WHEREAS, Tenant desires the option to lease the Property and all of Landlord's right, title and interest in the Existing Driveway (as depicted on Exhibit B) providing ingress to and egress from the Property to Highway 77 (the "**Access Ways**"; the Access Ways and the Property are hereinafter sometimes collectively referred to as the "**Premises**") from Landlord and Landlord desires to grant Tenant the option to lease the Premises to Tenant on the terms set forth in this Lease.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Signing Bonus**. Tenant shall pay to Landlord a signing bonus of \$2,000.00 ("**Signing Bonus**") within sixty (60) days after the Effective Date.

2. **Term**.

(a) The initial term of this Lease shall commence on the date identified with no less than thirty (30) days' advance written notice by Tenant ("**Commencement Date**"), and shall expire on that date which is twelve (12) months thereafter ("**Initial Term**").

(b) If this Lease shall not have been terminated pursuant to any of the provisions hereof, then Tenant may, with Landlord's approval, extend the Term of this Lease, subject to all of the terms and conditions contained herein, on a month-to-month basis for a term that shall not exceed twelve (12) months (individually and collectively "**Additional Term**"). Tenant may exercise the option of this extension by giving Landlord written notice at least thirty (30) days prior to the expiration of the Initial Term. The Initial Term and any Additional Term ultimately exercised by Tenant shall be collectively referred to as "**Term**".

3. **Lease**. Upon the Commencement Date, Landlord leases to Tenant and Tenant leases from Landlord the Premises.

4. **Use.** The Premises shall be used and occupied by Tenant, or its assignee or subtenant, as a construction laydown area, office trailer area, uses incidental to such use. Tenant shall not allow the Premises to be used for any unlawful purpose. Tenant shall not commit or suffer the commission of any waste in, on, or about the Premises. Tenant shall comply with all governmental laws, ordinances, regulations, directives, covenants and restrictions of record (collectively "**Regulations**") applicable to the use and its occupancy of the Premises.

5. **Rent.** If Tenant exercises the Option during the Option Term, it shall pay to Landlord annual rent in the amount of \$2,000.00 per acre per year. The Rent for the Initial Term shall be paid in its entirety upon the Commencement Date. Following the expiration of the Initial Term, rent for the Additional Term shall be pro-rated based on the amount of \$250.00 per acre per month and paid to Landlord on the first day of each month for the Additional Term.

6. **Maintenance and Repair.** Subject to Landlord's obligations as set forth herein, including its obligations regarding Hazardous Substances (as defined below), Tenant shall at all times keep the Premises in good condition and repair, excluding ordinary wear and tear and damage by the elements. Tenant shall restore topsoil upon the expiration of the Lease and restore the Premises to its original condition. If any improvements on or under the Premises have been damaged as a direct result of Tenant's activities, then Tenant shall pay to Landlord the cost to repair or replace the improvements. Tenant shall install an 8-inch thick concrete drive entrance from 12th Avenue NE with culvert as required by applicable regulations at the Premises in accordance with City and State regulations, permits, and requirements at the Tenant's cost and will not be obligated to remove upon expiration of the Lease.

7. **Alterations and Additions.** Tenant shall be permitted to make any alterations, improvements, additions, or installations in, on or about the Premises, pursuant to such plans and specifications as Tenant may submit to Landlord for Landlord's discretionary review and written approval. Landlord shall have thirty (30) days after receipt of the request to approve. Failure of the Landlord to respond to any request by Tenant for approval within thirty (30) days shall be deemed an approval. Tenant shall be responsible for payment of all governmental fees and costs imposed in connection with such other improvements. All improvements which may be made on the Premises by Tenant or any subtenant shall be made in compliance with all applicable Regulations, and any such improvements shall be the sole and exclusive property of Tenant. Stripped topsoil must be placed in an orderly stockpile for future reclamation/restoration of the area. Aggregate base used for the Premises must be treated with magnesium chloride after initial placement every six months (or more frequently if required to comply with applicable air quality standards, whether state or federal) and aggregate base, at the end of the Term, shall be stockpiled in an orderly manner at the direction of the Landlord at no additional cost to the Landlord.

8. **Liens.** Tenant shall keep the Premises and Tenant's interest in the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within sixty (60) days following Tenant's receipt of written notice of the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim

giving rise to such lien and Tenant shall reimburse the Landlord for the costs incurred by Landlord to release such lien. If Tenant shall be responsible for its own defense and to pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the Premises, and shall ensure that neither the Premises nor any part thereof ever be in any danger of being sold, forfeited, lost or interfered with. If Tenant does not defend such action against its interest in the property, and Landlord does so to maintain the title from any threatened claims or liens, then Tenant shall reimburse Landlord for all costs and fees incurred by Landlord for such defense of the Tenant's interest in the Premises.

9. **Assignment & Subletting.** Tenant may not assign its interest in this Lease or the Premises without Landlord's written consent. Where Tenant seeks to assign to an affiliate or successor in interest, such consent may not be unreasonably withheld. Tenant may not otherwise transfer or sublet all or any part of Tenant's interest in this Lease or the Premises.

10. **Tenant Environmental Representations.**

(a) As used herein, "**Hazardous Substances**" shall mean all hazardous substances, hazardous wastes, hazardous materials, toxic materials, toxic wastes or toxic substances and any other substances, including asbestos, petroleum and its by-products, the remediation, disposal, storage, production, or use of which is regulated by federal, state or local laws, ordinances, regulations, permit conditions, administrative orders and similar requirements pertaining to health, safety and the environment, including, but not limited to, substances listed under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("**CERCLA**"), 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the regulations of the Occupational Safety and Health Administration, 29 C.F.R. Section 1910.1001; and the National Emission Standard for Hazardous Air Pollutants, 40 C.F.R. Part 61, Subpart M, as each may be amended from time to time (herein referred to as the "**Environmental Laws**").

(b) Tenant hereby agrees that:

(i) Any Hazardous Substances used by Tenant or its agents, employees, contractors, subtenants, assignees and invitees on, in, or about the Premises will be contained, treated, stored, used and disposed of in a safe manner and in accordance with all Environmental Laws.

(ii) Subject to Landlord's obligations as set forth in this Lease, Tenant will use, keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, all Environmental Laws, except for violations which are caused by a party other than Tenant or its agents, employees, contractors, subtenants, invitees or successors or assigns.

(iii) Neither Tenant nor its agents, employees, contractors, subtenants,

assignees and invitees will use the Premises in a manner which causes any Hazardous Substance to be deposited, and will not deposit any Hazardous Substance, except in compliance with Environmental Laws, into the atmosphere, into the soil or into the ground water of the Premises. If Tenant or its agents, employees, contractors, subtenants, assignees or invitees has actual knowledge of a “**release**” of a Hazardous Substance, as those terms are defined in the Environmental Laws, Tenant is obligated to promptly notify Landlord in writing of such release, unless the release is the result of a condition existing on or prior to the Commencement Date or occurs after termination of the Lease or from a site other than the Premises.

(iv) Tenant is not responsible for the acts or omissions of any party except Tenant and its agents, employees, contractors, subtenants, invitees and successors and assigns. Hazardous Substances found after the Commencement Date in, on, under or about the Premises or found to have migrated to or from the Premises shall be presumed to have been released prior to the Commencement Date if the Landlord or any third party caused or contributed in any manner to a release of, on, under or about the Premises of Hazardous Substances of the same kind of Hazardous Substances.

(c) Notwithstanding anything herein to the contrary, Tenant shall have no obligation hereunder for releases of Hazardous Substances at locations other than the Premises if such releases contaminate, or have contaminated, any of the Premises.

(d) Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, employees, shareholders, affiliates, successors and assigns (collectively “**Indemnified Parties**”), against any and all damages, claims (including without limitation, third party claims or personal injury or real or personal property damage), costs, losses, legal, accounting, actions, causes of actions, consulting, engineering, investigation, remediation and removal costs, and other expenses whether at law, in equity or administrative (including without limitation attorneys fees and court costs), including liability under the CERCLA, 42 U.S.C. Section 9601, et seq., as currently written or as it may be amended (hereinafter collectively referred to as “**Claims**”), which may be imposed upon, incurred by or asserted against any of the Indemnified Parties by any other party or parties, including without limitation a governmental entity, arising out of or in connection with (i) the use, generation, manufacture, production, storage, release, threatened release, or presence of a Hazardous Substance on, under or about the Premises as a result of Tenant’s acts or omissions during the term of this Lease or (ii) any violation or claim of violation of any federal, state or local Environmental Law with respect to the Premises by Tenant during the Term of this Lease. This indemnity shall survive the termination or expiration of this Lease.

11. **Insurance.**

(a) Tenant shall, at Tenant’s expense, obtain and keep in force during the entire term of this Lease the following insurance:

(i) Comprehensive general liability insurance. Such policy shall contain inclusive limits per occurrence of not less than \$1,000,000.00 per occurrence/2,000,000.00 annual aggregate, which provides coverage for claims and claims arising from personal injury, bodily injury and property damage, and shall name Landlord as an additional insured.

(ii) Automobile liability coverage, including for non-owned and hired autos, in the amount of \$1,000,000.00 per occurrence which protects from claims for bodily injury and property damage.

(iii) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

Tenant hereby indemnifies Landlord for any damage resulting to it from failure of Tenant to obtain and maintain such insurance according to the terms of this agreement. Prior to the Commencement Date, and as needed thereafter, Tenant shall, if requested, provide Landlord with certificates of insurance establishing and attesting to the existence of the insurance coverage required by this Agreement. Such certificates shall provide that no coverage shall be cancelled without 10 days written notice to Landlord. In the event Tenant does not obtain or maintain the coverage required by this Agreement, Landlord may, at its option, immediately terminate this Agreement.

12. **Waiver of Subrogation.** To the extent permitted by each party carrier and to the extent they receive payment for any loss or damage arising out of or incident to the perils insured against under this Lease, which perils occur in, on or about the Premises, Tenant hereby releases and relieves Landlord, and waives its entire right of recovery against Landlord for any and all loss or damage.

13. **Utilities and Services.** Tenant shall, during the entire term of this Lease, procure and pay for electricity, telephone, and trash services supplied to the Premises, together with any taxes thereon.

14. **Condemnation.** If any part of the Premises shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Tenant, at its sole discretion, shall have the option to terminate the Lease (subject to Tenant award, as provided below) as of the day possession or title shall be taken by such public authority, whichever is earlier (the "**Taking Date**"), whereupon the Rent and all other charges shall be paid up to the Taking Date. Except as provided otherwise herein, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of Landlord without any participation by Tenant. Nothing contained herein, however, shall be construed to preclude Tenant, at its cost, from prosecuting independently any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of trade fixtures, furniture, and other personal property belonging to Tenant and for the value of the leasehold estate created hereby.

15. **Defaults by Tenant.** A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (i) Any amount due under the Lease is not paid within thirty (30) days of written notice from Landlord; or (ii) Tenant has breached any of its other obligations under this Lease and Tenant fails to remedy such breach within thirty (30) days of notice from Landlord specifying such breach, or fails to remedy the breach within a reasonable time thereafter in cases where the breach cannot be remedied reasonably within such thirty (30) days.

16. **Remedies.** Upon the continuation of a default by Tenant beyond the applicable cure period, Landlord shall be entitled to terminate the Lease and collect any Rent which is due through the date of such termination, and pursue any other such remedies that may exist in law or in equity.

17. **Defaults by Landlord.** If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure or Landlord has not undertaken to cure the default within such thirty (30) day period and diligently pursued such efforts to complete such cure, Tenant may, upon written notice to Landlord, terminate this Lease.

18. **No Warranty by Landlord.** Landlord makes no warranties, express or implied, regarding the condition or suitability of the Premises for any uses potentially contemplated by Tenant for the Premises, and as provided for in this Lease.

19. **Indemnity by Tenant.** Lessee shall indemnify, defend and hold harmless the City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever kind or nature, including but not limited to those arising under the Federal Employer's Liability Act, or under any Workers Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit initiated to enforce the obligations of this provision, which the City may sustain or incur, or for which it may become liable, by reason of use of, damage to or destruction of the Property, including the loss thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees (hereafter "Loss and Damage"):

- (1) Arising out of any failure by Lessee to satisfy, promptly and faithfully, its obligations under this Lease;
- (2) Arising out of any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss or use thereof and lost profits, resulting from the use, occupancy or condition of the Premises and Improvements by Lessee, its employees and invitees; and
- (3) Arising out of any mechanic's lien or other lien, tax assessment or charge or any and every nature that may at any time be established against the Property, or any part thereof including improvements by Lessee, as a consequence, direct or indirect, of the existence of Licensee's interest under this Lease.

20. **Notices.** All notices and demands that may or are required to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered or sent by United States certified mail, postage prepaid, or by prepaid express mail or overnight courier addressed to Landlord and Tenant according to the information set forth below, or such other person or to such other place as Landlord or Tenant may from time to time designate

in a notice to the other party. Notices and demands delivered personally shall be deemed given on the date of delivery; notices and demands delivered by certified mail shall be deemed given three (3) days after deposit in the United States mail; and notices and demands delivered by express mail or overnight courier shall be deemed given one (1) day after deposit.

City of Norman:

City of Norman
Attn: Director of Utilities and City Attorney
PO Box 370 / 201 W Gray
Norman, OK 73070 / 73069

Tenant:

NextEra Energy Transmission Southwest, LLC
Attn: Land Services Administration
700 Universe Blvd. Juno Beach, FL 33408

21. **Enforceability**. If for any reason whatsoever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in force and effect to the fullest extent permitted by law.

22. **Broker Commission**. Landlord and Tenant each represent and warrant to the other that no broker, agent or finder has been engaged by it respectively, in connection with the transactions contemplated by this Lease.

23. **Applicable Law**. This Lease shall in all respects be governed by the laws of the State of Oklahoma.

24. **Successors & Assigns**. The terms, covenants and conditions contained herein shall be binding upon and inure to the benefit of the valid heirs, successors, executors, administrators, and assigns of the parties hereto.

25. **Entire Agreement**. This Lease contains all agreements of the parties hereto and supersedes any previous negotiations. There have been no representations or understandings made between the parties regarding the leasing of the Premises other than those set forth in this Lease.

26. **Survival**. Except as otherwise expressly provided herein, all obligations, covenants, warranties and representations shall survive the expiration or prior termination of this Lease.

27. **Counterparts**. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

28. **Neutral Interpretation**. This Lease is the product of negotiations of the parties

hereto, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to construction or interpretation for or against any party by reason of that party having drafted or caused to be drafted this Lease, or any portion hereof, shall not be effective in regard to the interpretation hereof.

29. **Amendment.** This Lease or any provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by both parties to this Lease, subject, however, to Landlord's or Tenant's rights to terminate this Lease as expressly provided herein.

[Remainder of Page is Blank]

[Signatures on Next Page]

The parties hereto have executed this Lease as of the date written below.

Landlord:

THE CITY OF NORMAN

By: _____

Larry Heikkila, Mayor

ATTEST: _____

Brenda Hall, City Clerk


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

Christine C. Chickale

City Attorney's Office

Tenant:

NextEra Energy Transmission Southwest, LLC,
A Delaware limited liability company

By: 

Sarah Michelle Powers,
Assistant Vice President

ATTEST: 

Corporate Secretary

EXHIBIT A

Legal Description of Property

The Southeast Quarter (SE/4) of Section Five (5), in Township Nine (9) North, Range Two (2) West, of the I. M., Cleveland County, Oklahoma, LESS AND EXCEPT: A strip, piece or parcel of land lying in the SE/4 of Section 5, T9N, R2W, in Cleveland County, Oklahoma, Said Parcel of land being described by metes and bounds as follows:

Beginning at the SE Corner of said SE/4,
Thence West along the South line of said SE/4 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 SE/4,
Thence East along said North line a distance of 50.00 feet to the NE Corner of said SE/4,
Thence South along the East line of said SE/4 a distance of 2639.42 feet to point of beginning.

EXHIBIT B

Laydown Yard Exhibit