



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 10/10/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-84: A RECIPROCAL EASEMENT AGREEMENT BETWEEN THE CITY OF NORMAN, NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM, AND NEP NORMAN, LP, ESTABLISHING RECIPROCAL BLANKET EASEMENTS, PROMULGATING RULES AND DESIGN STANDARDS FOR CONSTRUCTION, AND GENERALLY SETTING STANDARDS FOR OPERATION AND USE OF COMMON, ADJACENT AND/OR JOINED ACCESSES AND AREAS WITHIN THE PORTER HEALTH CAMPUS.

BACKGROUND:

In October 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality-of-life projects through a one-half percent (½%) sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Recreation Center. After ongoing community input, the project's scope was expanded into a Senior Wellness Center, later named the Adult Wellness and Education Center (AWE).

The AWE will be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Wellness Village, off North Findlay Avenue. The new AWE will include an indoor, heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; a fitness-classroom area; lounge and game rooms; both wet and dry craft areas; a small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

The AWE was authorized in the NORMAN FORWARD initiative in 2015 but was unfunded at that time. The AWE was later funded through two Council actions: re-allocation of Norman Forward funds through securing the Griffin Park land with a long-term land lease instead of a land purchase (\$7.4 million); an allocation of \$4.8 million from federal Coronavirus Aid, Relief & Economic Security (CARES) Act reimbursements (Resolution R-2021-63); and a land exchange with the Norman Regional Hospital System where the City received \$426,000 in cash and what was then appraised for \$1.2 million in property (718 N. Porter) for a total of a \$14 million budget for construction and design. On December 13, 2022, the Council appropriated \$1.2 million in General Fund balance to up-front the anticipated revenue from the sale of the 718 N. Porter

property. The sale proceeds have not been reimbursed to the General Fund; effectively the General Fund has contributed \$1.2 million to the AWE project.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design and construction documents and is assisting with construction administration through the project's completion. The AWE project is scheduled to open in late Fall of this year; final furniture, fixture, and equipment purchases are being made.

The property on which the AWE project is located is within "Porter Campus" for Norman Regional Hospital Authority/Norman Regional Health System ("NRHS"). The Porter Campus was previously rezoned and platted through a joint effort of NRHS and the City, as sole fee title owners of the property lying therein. The Porter Campus was platted pursuant to PP-2122-9 and rezoning was approved as a Planned Unit Development pursuant to Ordinance O-2122-29, both of which were approved by the Norman City Council on January 25, 2022.

NRHS is the majority property owner within the Porter Campus. NRHS's intentions for the property on the Porter Campus include its own utilization and occupation of structures there, as well as sale and/or lease of its property. NRHS desires to ensure that the Campus is developed and operated in a manner that is consistent with its mandate to serve the public interest and provide for the health and wellness needs of regional communities throughout south central Oklahoma, which includes, without limitation, providing quality and compassionate health care services and education to the regional community in a responsive, efficient and safe manner, and to otherwise provide goods and services which improve the quality of life in the regional community. This "NRHS Mission" is set forth within the Reciprocal Easement Agreement considered herein, Contract K-2324-84.

In furtherance of the NRHS Mission, NRHS has previously entered into a certain Ground Lease Agreement dated December 15, 2022 for a long term lease (including extensions, the NEP Ground lease lasts as many as 90 years) of one parcel of the Porter Campus to NEP Norman, LP ("NEP Ground Lease"). The NEP Ground Lease provides for NEP's construction of an Inpatient Behavioral Health Hospital on a parcel ("NEP Parcel") directly adjacent, and to the east of, the parcel owned by the City of Norman within the Porter Campus ("City Parcel") and upon which the AWE Project has been constructed. The NEP Ground Lease provides that NEP shall serve as landlord to the ultimate "Space Tenant," Behavioral Health Porter Village, LLC (a joint venture between Oceans Acquisition Inc. and NRHS) that will occupy and operate the behavioral health facility.

DISCUSSION:

The REA is entered into between the City, NEP (as a Ground Lessee of the NEP Ground Lease) and NRHS (as primary fee owner and "Founder" of the Porter Campus). The REA, in general, provides terms for the common use of paths, easements, drives and sidewalks, for the maintenance and upkeep of common infrastructure and spaces, and sets the ground rules for construction, maintenance and occupation of the Porter Health Campus, subject to the NRHS's authority as "Founder."

More specifically, "Drive Lanes" and "Walkways" are identified and defined within the REA, as well as phased modifications to configurations accounting for the newly platted rights-of-way and

infrastructure, all as demonstrated in part by exhibits D, E, F, G-1 and G-2 of the REA. The Drive Lanes and Walkways are dedicated as blanket easements to be used for vehicular and pedestrian ingress, egress and access (as applicable) within the Porter Campus, and to, from and between the buildings of the Campus and the public rights-of way, for the benefit of the Campus and Benefitted parties. "Benefitted Parties" are defined as the fee owners of property within the Campus (as well as their heirs, successors, assigns, grantees, mortgagees, ground lessees, tenants or subtenants thereof, and the officers, directors, concessionaires, agents, employees, customers, visitors, and other licensees or invitees"). Currently, the only fee owners are the City and NRHS, and the only identified Ground Lessee is NEP. The REA provides terms relating to each property owners modification to the easements, including maintenance responsibilities for each fee owner, in order to ensure minimal disruption to other Campus parcels. The defined "Drive Lanes" include the Fire Circulation Drive addressed by that separate Compensate Agreement currently before City Council for consideration as a companion item, Contract K-2324-68. The Fire Circulation Drive is also demonstrated on Exhibit J to the REA.

The REA provides blanket easements for Utility Facilities and Storm Water Drainage, with similar access and modification language. Additionally, these blanket easements provide parameters for adjacent property owner tie-ins meant to further minimize disruption to other Campus parcels. These easements are identified and defined within the REA and partially demonstrated on Exhibits H, I-1, and I-2 to the REA. Notably, the REA address a "Stormwater Vault" located on Porter Campus, and provides parameters for the access rights as well as maintenance responsibilities for the Vault. However, the REA notes that the City Parcel does not utilize the Vault, as a result, the substance of these provisions do not affect the City. Similarly, the REA provides for Construction and Maintenance Easements "as reasonable and necessary for the construction and maintenance of structures and related activities on the Parcels and within the Campus."

The REA provides locations for and sets standards for the installation of new, or refurbishment of existing, wayfinding signage. NRHS, as founder, is responsible for upkeep and maintenance and all installations must meet applicable regulations, including but not limited to the applicable PUD.

Further, the REA provides for the maintenance of "shared improvements" within the Campus. Again, the Storm Water Vault is referenced, but made expressly inapplicable to the City Parcel. The only "shared improvement" that the City may be called upon, as a property owner within the Porter Campus, to contribute to the operations, maintenance, repair, replacement and reconstruction of elements located within the privately-maintained portions of the "Wellness Way" ROW demonstrated on PP-2122-9, which includes the cleaning and sweeping, lighting, as well as maintaining and replacing landscaping. However, per the REA, any such cost must be offset by any amounts incurred or invested already provided by the City in such areas, in the case that the City directly provides any such services.

Finally, the REA establishes general "Campus Rules," the purpose of which is anticipate unacceptable behaviors and set conditions for operations within the campus. These Rules exempt the City, to the extent its role as a public actor would prevent it from enforcing or imposing certain rules implicating constitutional rights. These rules have been reviewed by City Parks Staff to ensure compatibility with the planned operation of the AWE Project, and are otherwise drafted in a manner consistent with applicable regulations and, namely, the City of Norman

municipal code. The REA provides that NRHS, as Founder, may pass further rules, but exempts the City from application of any such future or additional rules.

Importantly, there are several aspects of the REA that were not compatible with the City's public ownership of the City Parcel or operation of the AWE Project, and thus the REA has been revised to exempt the City Parcel (while it is publicly-owned) from the following provisions:

- Certain use restrictions set forth in Section 10;
- Any rules, excepting those already set forth in Exhibit M, created by the Founder pursuant to Section 11(a);
- Design Guidelines (other than those set forth in Exhibit M) or Sign Guidelines set forth in Section 12;
- Liability Insurance as set forth in Section 14(a) (the City may provide evidence of self-insurance);
- Property Insurance as set forth in Section 14(b) (instead, the City may insure the AWE Project in the same manner it insures all other City buildings);
- Limitations on liability per Section 16(o);
- Waivers of damages, remedies and warranties per Section 16(p);

The REA is designed to operate as a covenant running with land. Therefore, it may only be formally amended, and must be filed of record in order that it attach to the real property within the Porter Campus, including the City Parcel.

The approval of the REA requires the City's concurrent acceptance of Easement E-2324-26, a drainage and utility easement from NRHS to the City of Norman ("NRHS Easement"). In turn, the approval of the Compensation Agreement, K-2324-68, is contingent upon the concurrent approval the REA, K-2324-84. The Compensation Agreement, the REA, and the NRHS Easement are thus presented together as companion items for the City Council's consideration.

RECOMMENDATION:

City Staff recommends approval of K-2324-84 and its companion items, K-2324-68 and E-2324-26, for the ultimate filing of record as a covenant running with the land as to the City Parcel in the NRHS Porter Campus.

THIS INSTRUMENT WAS PREPARED BY AND
THE RECORDED ORIGINAL SHOULD BE
RETURNED TO:

SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY

RECIPROCAL EASEMENT AGREEMENT
(Porter Avenue Campus)

This RECIPROCAL EASEMENT AGREEMENT (“**Agreement**”) is made as of October ____, 2023 by Norman Regional Hospital Authority, an Oklahoma public trust d/b/a Norman Regional Health System (“**NRHS**”) and the City of Norman, Oklahoma, an Oklahoma municipal corporation (the “**City**”). As used herein, the term “**Owner**” or “**Owners**” shall refer to any or all of the fee owners of the Campus or any portion thereof and their successors and assigns, and their delegees subject to Section 13(b) hereof. NEP Norman, LP, a Texas limited partnership (“**NEP Ground Lessee**”) is also a party to this agreement to the extent of, and based upon, its interest in that certain Ground Lease Agreement dated December 15, 2022 between NRHS, as ground lessor, and NEP Ground Lessee, as ground lessee (“**NEP Ground Lease**”).

RECITALS

- A. NRHS is the fee owner of certain real property situated in the City of Norman, County of Cleveland, State of Oklahoma, more particularly described in **Exhibit “A”** attached hereto, which is commonly known as the Porter Avenue Campus (the “**NRHS Parcels**”).
- B. The City is the fee owner of certain real property situated in the City of Norman, County of Cleveland, State of Oklahoma, more particularly described in **Exhibit “B”** attached hereto (the “**City Parcel**”, and, collectively with the NRHS Parcels, the “**Campus**”).
- C. NEP Ground Lessee is leasing from NRHS that portion of the NRHS Parcels which is more particularly described in **Exhibit “C”** attached hereto (the “**NEP Ground Lease Parcel**”).

D. NRHS and the City desire to create certain easements for the purpose of providing for vehicular and pedestrian ingress and egress, parking, utilities and storm water drainage facilities, and other easements and rights for the mutual benefit of the Owners.

E. NRHS desires to ensure that the Campus is developed and operated in a manner that is consistent with NRHS's mandate to serve the public interest and provide for the health and wellness needs of regional communities throughout south central Oklahoma, which includes, without limitation, providing quality and compassionate health care services and education to the regional community in a responsive, efficient and safe manner, and to otherwise provide goods and services which improve the quality of life in the regional community (the "**Mission**"), by retaining certain rights and authority over the Campus as a whole (in such capacity, personally and not including any successor Owner of any of the NRHS Parcels but including any successor Founder as provided in Section 11(b), the "**Founder**"), subject to the City's desire to ensure that the City Parcel is developed, maintained and operated as a part of the overall Campus in a manner consistent with its public and municipal purposes.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Creation of Easements

NRHS and the City, as the Owners of all of the land comprising the Campus as of the Effective Date, create the following easements in favor of the Owners and their respective heirs, successors, assigns, grantees, mortgagees, ground lessees, tenants or subtenants thereof, and the officers, directors, concessionaires, agents, employees, customers, visitors, and other licensees and invitees of any of them (collectively, the "**Benefited Parties**" and as appurtenant easements in favor of the parcels owned in fee by each Owner (each, together with any improvements thereon, a "**Parcel**"). The acceptance of a deed, the exercise of any indicia of ownership, the entering into of a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Parcel constitutes privity of estate and an agreement that the provisions of this Agreement are accepted and ratified by such Benefited Party. All the provisions of this Agreement are covenants running with the land and shall bind any person or entity having at any time an interest or estate in any such Parcel, and upon the respective successors and assigns of each party hereto.

2. Grant of Easements for Drive Lanes and Walkways

a. Excepting dedicated public rights-of-way, NRHS and the City declare perpetual, non-exclusive, right of way easements (the "**Drive Lane Easements**") on, over and across those portions of the Campus which are reasonably located for, identifiable as, accessible to, and used for vehicular access, including any private access roads and access points to adjacent public rights-of-way from any Parcel that may be constructed, modified, or relocated within the Campus and between Parcels within the Campus (the "**Drive Lanes**"). Certain Drive Lanes, including without limitation the Fire Circulation Drive shown on said **Exhibit "D"**, included within this description and relating to the NEP Ground Lease Parcel and the City Parcel are more particularly depicted on a map attached as **Exhibit "D"** attached and incorporated herein by this reference. The Drive Lane Easements shall be used for the purpose of providing vehicular (and as applicable, pedestrian) ingress, egress and access (including construction access) within the Campus, and to, from and between the buildings located within the Campus and the public right of ways,

for the benefit of the Benefited Parties and the Campus. The Drive Lanes on a Parcel may, except as otherwise provided herein, be relocated, enlarged or modified at any time and from time to time by and at the expense of the Owner of the Parcel, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such, and shall be done in compliance with all applicable laws and ordinances, shall not diminish the quality, capacity or functionality of, the vehicular ingress, egress, and access provided to any Parcel, and shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation or modification. Notwithstanding anything to the contrary contained herein, in no event may any use of or changes to the development of the Drive Lanes, including those depicted on **Exhibit "D"** attached hereto, materially and adversely affect the use and operation of the NEP Ground Lease Parcel or the City Parcel, or access, visibility, or parking thereupon. No Owner shall remove, modify, or relocate any Drive Lanes on its Parcel in a manner that impairs, eliminates or reduces another Owner's use of the Drive Lanes on such other Owner's own Parcel (other than temporary impairments or reductions during construction consistent with the previous sentence), without having first obtained the prior written consent of the Founder and the Owner(s) of the Parcel(s) affected by such removal, modification, or relocation of Drive Lanes.

Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge that the offsite access inuring to the benefit of the NEP Ground Lease Parcel and the City Parcel will be as shown in the attached **Exhibit "E"** (the "**Phase I Access Exhibit**"), and the Drive Lanes depicted in such exhibit shall be permanent access drives which may not be changed or altered except as set forth in **Exhibit "F"** herein. Subject to the provisions of the Norman Regional Health System Porter Campus Planned Unit Development documents approved by the Council of the City of Norman, Oklahoma pursuant to Ordinance O-2122-29 (such documents, as modified or amended from time to time, the "**PUD**"), and otherwise in compliance with applicable law, ordinances and regulations, NRHS shall, at NRHS' sole cost and expense, reconfigure the portion of such offsite access that is located upon the NRHS Parcels so as to be consistent with that shown on the attached **Exhibit "F"** (the "**Phase II Access Exhibit**") (including the abandonment of the access area designed on such exhibit as "Abandoned Easement"), in which event the Drive Lanes depicted in such exhibit shall be permanent access drives which may not be changed or altered. At such time as NRHS proceeds to reconfigure the off-site access, NRHS shall deliver not less than thirty (30) days prior written notice to NEP Ground Lessee, together with a proposed construction timeline and NRHS proposed alternative access during such construction. Subject to the PUD and applicable law, ordinances and regulations, such construction shall be performed in a good and workman like manner pursuant to specifications equivalent to or superior to that of the Drive Lanes depicted on the Phase I Access Exhibit and shall use commercially reasonable measures to minimize any interference with the use and operation of the NEP Ground Lease Parcel, as well as access, parking and visibility thereto.

b. NRHS and City declare perpetual, non-exclusive, access easements on, over and across those exterior portions of the Campus which are reasonably located for, identifiable as, accessible to, and used as sidewalks, pedestrian walkways and pedestrian corridors (the "**Walkway Easements**") connecting the buildings within the Campus (the "**Walkways**"). Certain Walkways included within this description are more particularly depicted on a maps attached as **Exhibits "G-1"** and "**G-2"** attached and incorporated herein by this reference. The Walkway Easements shall be used for the purpose of providing pedestrian ingress, egress and access to and from the various portions of the Campus for the benefit of the Benefited Parties and the Campus. The Walkways on a Parcel may be relocated, enlarged or modified at any time and from time to time by and at the expense of the Owner of the Parcel, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such, and shall be done in compliance with

all applicable laws, regulations and ordinances, shall not diminish the quality, capacity or functionality of, the pedestrian ingress, egress, and access provided to any Parcel, and shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation or modification. No Owner shall remove, modify, or relocate any Walkways on its Parcel in a manner that impairs, eliminates or reduces another Owner's use of the Walkways on such other Owner's own Parcel (other than temporary impairments or reductions during construction consistent with the previous sentence), without having first obtained the prior written consent of the Founder and the Owner(s) of the Parcel(s) affected by such removal, modification, or relocation of Walkways. During the term of this REA, the Walkways shall automatically be deemed to include any and all Walkways that may be constructed, modified, or relocated within the Campus. In the event that NRHS shall elect to reconfigure such offsite access so as to be consistent with that shown on the attached Phase II Access Exhibit, then the Walkway Easements as shown on **Exhibit "G-1"** shall be modified and/or relocated as shown on **Exhibit "G-2"** attached hereto and made a part hereof.

3. Grant of Easements for Utility Facilities and Stormwater Drainage Facilities

a. NRHS and the City declare perpetual, non-exclusive easements (the "**Utility Easements**") to tie into and to use, maintain, repair, replace and/or reconstruct (for the benefit of the Benefitted Parties and the Campus) existing and/or future exterior and underground utility lines and facilities as reasonable and necessary for the construction and operation of structures and related activities on the Parcels within the Campus ("**Utility Facilities**"), such as, without limitation, water, gas, electric, telephone and sanitary sewer lines. Following repair, replacement or reconstruction work performed on the Utility Facilities, all property shall be returned to the same or better condition than prior to the work. Certain Utility Facilities included within this description are more particularly depicted on **Exhibit "H"** attached and incorporated herein by this reference. The Utility Easements shall be used for the benefit of the Benefitted Parties and the Campus. The Utility Facilities may be relocated, enlarged or modified by or with the written permission of the Owner of Parcel upon which Utility Facilities are located (such approval to not be unreasonably withheld, conditioned or delayed) at any time and from time to time by and at the expense of the Owner wishing to relocate such utility lines and facilities, provided, that such relocation, enlargement or modification shall be undertaken in a manner and at times so as to cause as little interruption as possible with the use by any affected Parcel of such Utility Facilities, and shall be done in compliance with all applicable laws, regulations and ordinances, shall not unduly increase the cost of, or diminish the quality, capacity or functionality of, such Utility Facilities provided to any Parcel, shall not unreasonably interfere with the flow of traffic or business operations at any Parcel during the period of such relocation, and shall not unreasonably and adversely impact any building structure.

b. NRHS and the City declare perpetual, non-exclusive easements ("**Storm Water Drainage Easements**") for storm water drainage on, over, across and through the Campus, and for perpetual, non-exclusive easements to construct, install and tie into and to use, maintain, repair, replace and/or reconstruct existing and/or future storm drainage, detention and discharge facilities as reasonable and necessary for the construction and operation of structures and related activities on the Parcels within the Campus ("**Storm Water Drainage Facilities**"). Certain Storm Water Drainage Facilities included within this description are more particularly depicted on **Exhibit "I-1"** attached and incorporated herein by this reference. The Storm Water Drainage Facilities shall be used for the benefit of the Benefitted Parties and the Campus, and as further set forth in 8(d)(v) herein. The Storm Water Drainage Facilities include the existing underground stormwater detention area depicted on **Exhibit "I-2"** attached and incorporated herein by this reference (as may be modified, replaced, reconfigured, or relocated, the "**Storm Water Vault**").

c. The Drive Lanes, Walkways, Utility Facilities, and Storm Water Drainage Facilities shall be referred to as the “**Easement Facilities**,” and easements granted for these Easement Facilities, as defined above, shall be referred to as the “**Campus-Wide Easements**.” The term “**Easement Facilities**” does not include Campus Wayfinding Signs (as defined in Section 5 hereof), and the term “**Campus-Wide Easements**” does not include the Wayfinding Signage Easement (as defined in Section 5 hereof).

4. Grant of Construction and Maintenance Easements

NRHS and the City declare reciprocal, non-exclusive appurtenant easements over and between adjacent Parcels during construction or maintenance of improvements or Easement Facilities as reasonable and necessary for the construction and maintenance of structures and related activities on the Parcels within the Campus (the “**Construction and Maintenance Easements**”). The area of the Construction and Maintenance Easements shall encompass only so much of the burdened Parcel as necessary for the use of the Construction and Maintenance Easements by the benefitted Owner, and in no event shall the Construction and Maintenance Easements block or impair the use of any other Campus-Wide Easements by any Benefitted Party. The permitted use of the Construction and Maintenance Easements shall be limited to temporary encroachments of persons and equipment and the use of air space and the right to swing a crane and its load through the air space above the burdened Parcel, but only for so long and only to the extent necessary to complete the construction or maintenance on the benefitted Parcel. The exercise of the Construction and Maintenance Easements shall not extend to permitting entry into the structures located on any Parcel or the right to stage or store materials or equipment on the burdened Parcel, except with the express permission of the Owner of the burdened Parcel. Except in cases of emergency maintenance or repair, prior to using the Construction and Maintenance Easements the Owner of the benefitted Parcel shall provide reasonable written notice to the Founder and the Owner(s) of the burdened Parcel(s) setting forth the anticipated extent and duration of the use of the Construction and Maintenance Easements. The owner of the benefitted Parcel shall cause all parties performing work within the Construction and Maintenance Easements to obtain the liability insurance required by Section 14 with coverage applicable to any activities occurring on the burdened Parcel, and shall cause the Founder and all burdened Owners to be named as additional insured thereunder.

5. Campus Wayfinding Signage

a. Grant of Wayfinding Signage Easement to Founder; Scope of Easement.

NRHS, as Founder and as Owner of the NRHS Parcels, reserves and declares to the Founder an easement (the “**Wayfinding Signage Easement**”) for the construction, installation, maintenance, use, and replacement of multi-panel wayfinding signs for the benefit of the Campus (each generically a “**Campus Wayfinding Sign**” and collectively, the “**Campus Wayfinding Signs**”). The grant and use of the Wayfinding Signage Easement and the allocation of panels on the Campus Wayfinding Signs shall be as provided in this Section 5, and in compliance with applicable governmental regulations, including, without limitation, the PUD. The Wayfinding Signage Easement granted to Founder in this Section 5(a) shall include (i) a permanent and exclusive easement as to the area of the base of each Campus Wayfinding Sign and any electrical meter or other electrical equipment exclusively serving such Campus Wayfinding Signs, all as may be constructed from time to time, (ii) a permanent, non-exclusive easement for electric utility lines or other utility lines or connections serving the Campus Wayfinding Sign, and (iii) a temporary, non-exclusive easement over such portions of the Parcel(s) encumbered by the Wayfinding Signage Easement as may be reasonably necessary from time to time for Founder to construct, install,

maintain, use, repair, and replace the Campus Wayfinding Signs and otherwise exercise its rights and perform its obligations with respect to the Campus Wayfinding Signs. Subject to the provisions of Sections 5(d)(iii) and 5(e)(i), if the Founder adds, removes, reconstructs, or relocates Campus Wayfinding Sign(s) as permitted by this Section 5, the Wayfinding Signage Easement location described in the previous sentence shall automatically be deemed modified to encompass all Campus Wayfinding Signs present on the Campus from time to time.

b. Construction of Initial Campus Wayfinding Signs; Costs and Obligations.

Founder shall construct the initial Campus Wayfinding Signs (including electrical utility connections serving same) at the locations indicated on **Exhibit “K-1”** attached hereto and made a part hereof. The approximate design and dimensions of the initial Campus Wayfinding Signs shall be generally as set forth on **Exhibit “K-2”** attached hereto and made a part hereof, subject to the final approval of the Founder and in compliance with applicable governmental regulations, including, without limitation, the PUD. Numbered references to Campus Wayfinding Sign(s) in this Section 5 shall correspond to the numbered locations indicated on **Exhibit “K-1”** and the numbered sign designs indicated on **Exhibit “K-2”**. Except as otherwise provided in this Section 5, Founder shall bear all costs and perform (or cause to be performed) all responsibilities associated with the Campus Wayfinding Signs, including without limitation initial construction of sign bases and all initial sign panels, the cost of electrical utilities serving the Campus Wayfinding Signs, maintenance and repair of the Campus Wayfinding Signs, insurance covering the Campus Wayfinding Signs (to the extent not covered by the insurance required to be carried by the Owner(s) of the Parcel(s) on which the Campus Wayfinding Sign(s) are located), removal or relocation of Campus Wayfinding Signs, and all governmental approvals or permits required in connection with the foregoing.

c. Allocation of Panels on Campus Wayfinding Signs; NEP Sign Panels.

Except as provided in this Section 5(c) (or as Founder and any Owner or ground lessee of a Parcel in the Campus may agree in a separate written agreement with respect to sign panels related to the business conducted on such Parcel), Founder shall in its sole discretion determine from time to time the content and configuration of the sign panels on each Campus Wayfinding Sign, which panels may include, without limitation, general directional signs, signs related to the business conducted by NRHS and/or Founder at the Campus, or signs related to the business conducted on any Parcel within the Campus (whether or not pursuant to separate agreements between Founder and the Owner or ground lessee of such Parcel). Notwithstanding the foregoing, at such times that a business is being operated on the NEP Ground Lease Parcel during the term of the NEP Ground Lease and in accordance with the NEP Ground Lease and this Agreement, Founder agrees to cause sign panels identifying the business conducted on the NEP Ground Lease Parcel (“**NEP Sign Panels**”) to be displayed on Campus Wayfinding Signs #1 and #2. The NEP Sign Panels shall encompass approximately the same fraction of the total area of the Campus Wayfinding Sign, and have substantially the same prominence and position, as shown on **Exhibit “K-2”**. The design of the initial NEP Sign Panels shall be subject to approval by NEP Ground Lessee, subject to all applicable governmental regulations, including, without limitation, the PUD, and applicable provisions of this Agreement. NEP Ground Lessee may from time to time request that the NEP Sign Panels be updated and, subject to all applicable governmental regulations, including, without limitation, the PUD, and applicable provisions of this Agreement and subject to the Founder’s approval of the updated design of the NEP Sign Panels (not to be unreasonably withheld, delayed, or conditioned), Founder shall cause the NEP Sign Panels to be updated at the reasonable expense of NEP Ground Lessee.

d. Casualty, Condemnation, Relocation, or Replacement of Campus Wayfinding

Signs.

Subject to the provisions of Section 5(e) and all applicable governmental regulations:

i. If a Campus Wayfinding Sign is damaged or destroyed by property casualty, then Founder may elect, but shall not be required, to restore such Campus Wayfinding Sign in the same location, or to construct a replacement Campus Wayfinding Sign in a location reasonably proximate and comparable to the location of the damaged or destroyed Campus Wayfinding Sign. The Owner of the Parcel on which the damaged or destroyed Campus Wayfinding Sign was located, if different from Founder, shall make insurance proceeds available to Founder for restoration or replacement of such Campus Wayfinding Sign.

ii. If the portion of a Parcel on which a Campus Wayfinding Sign is located is taken in condemnation proceedings or is conveyed to a governmental entity by the Owner thereof in lieu of condemnation proceedings, Founder may elect, but shall not be required, to construct a replacement Campus Wayfinding Sign in a location reasonably proximate and comparable to the location of the taken Campus Wayfinding Sign, and the portion of the condemnation proceeds award attributed to the taken Campus Wayfinding Sign shall be made available to Founder for construction of such replacement.

iii. Founder may, from time to time in Founder's sole discretion and at Founder's expense, elect to relocate, remove, replace, or modify any Campus Wayfinding Signs located on Campus from time to time. The style and design of any new, replacement, or modified Campus Wayfinding Sign shall be in the sole discretion of Founder. Construction of a new or relocated Campus Wayfinding Sign shall require Founder to obtain the consent (not to be unreasonably withheld, delayed, or conditioned) of the Owner of the Parcel on which such Campus Wayfinding Sign will be constructed; provided, however, that the consent of such Owner is not required for a replacement Campus Wayfinding Sign pursuant to Section 5(d)(i) or 5(d)(ii). Notwithstanding anything to the contrary contained herein, during such time that the Founder is required to display NEP Sign Panels on Campus Wayfinding Signs #1 and #2, Founder may not relocate, remove, replace or modify such Signs #1 and #2 without the consent of NEP Ground Lessee (such consent to not be unreasonably withheld, conditioned or delayed).

e. Rights of NEP Ground Lessee and Owner of City Parcel.

i. NEP Ground Lessee. Notwithstanding anything to the contrary contained herein, during such time that the Founder is required to display NEP Sign Panels on Campus Wayfinding Signs #1 and #2, if either such Campus Wayfinding Sign is damaged or destroyed or taken in condemnation (or granted in lieu thereof), then Founder's right in Sections 5(d)(i) and 5(d)(ii) to elect in its discretion whether to restore or replace such Campus Wayfinding Sign shall be deemed to require Founder to so restore or replace, but only to the extent (x) insurance or condemnation proceeds are available for such restoration or replacement, unless NEP Ground Lessee elects, in its sole discretion, to pay for same, (y) such restoration or replacement is not commercially unreasonable in the circumstances then existing, and (z) such restoration or replacement is permitted under applicable governmental regulations.

ii. City Parcel. With respect to the City Parcel while the City Parcel is under public ownership, notwithstanding anything in this Section 5 to the contrary, no Campus Wayfinding Sign shall be constructed, replaced, or relocated upon the City Parcel without the consent of the Owner of the City Parcel in its sole and absolute discretion.

6. Non-Interference

All work associated with the exercise of any Campus-Wide Easement or the Wayfinding Signage Easement described in Section 2 through Section 5 of this Agreement shall be performed using commercially reasonable efforts to minimize interference with the use and enjoyment of the Parcel(s) burdened by such easement. Without limiting the foregoing, the Benefitted Parties exercising the easement agrees that it shall use commercially reasonable efforts (i.e., what a similar or same person or entity would do under the same or similar circumstances recognizing the import of financial limitations) not to block the Drive Lanes or Walkways or interfere with Utility Facilities or Storm Water Drainage Facilities. Promptly after completion of the work, the Benefitted Party exercising the easement shall, at its own expense, restore the repair and restore the burdened Parcel and the Drive Lanes and other Easement Facilities to the condition existing prior to construction, except as otherwise agreed by the affected Owner. The exercise of the Campus-Wide easements shall not extend to permitting entry into the structures on any Parcel, nor shall it unreasonably interfere with the use of any Parcel or any Benefitted Party's use and enjoyment of any other Campus-Wide Easement and, except in an emergency, entry onto any Parcel shall be made only as necessary and after reasonable notice to the Owner or occupant.

7. No Dedication

Excepting any uses for the benefit of or available to the public on the City Parcel while it remains subject to public ownership, nothing contained herein shall be deemed to be a gift or dedication of the Campus-wide Easements to the general public or for any public purpose whatsoever it being the intention of the parties hereto that the Campus-wide Easements granted herein shall be strictly limited to and for the purposes herein expressed.

8. Operation, Maintenance and Reimbursement

a. Maintenance Party.

The operations, maintenance, repair, replacement and reconstruction of the Easement Facilities located on each Parcel shall be performed by the Owner of that Parcel. Each party responsible for maintenance obligations with respect to a portion of the Easement Facilities as set forth in this Section 8(a) shall be referred to as the "**Maintenance Party**" for such Easement Facilities. The Founder is the Maintenance Party for the Wayfinding Signage Easement and Campus Wayfinding Sign(s).

b. Operation and Maintenance

The Maintenance Party shall maintain in good repair and condition and shall maintain and repair, as reasonable and necessary under the circumstances, any damage to all or any portion of the Easement Facilities located on its Parcel. The frequency of maintenance, repair, replacement and reconstruction shall be determined by the Maintenance Party, so long as the Easement Facilities are maintained in first class good condition and repair up to a standard equivalent to other similar health care campus properties, reasonable wear and tear excepted, so that the buildings on the Campus can be operated in a manner consistent with the NRHS Mission (with respect to the NRHS Parcels), and with the municipal purposes of the City of Norman (with respect to the City Parcel), and otherwise in compliance with applicable laws, regulations or ordinances and the terms of any Mortgages.

c. Maintenance Costs

The term “**Maintenance Costs**” shall mean all of the reasonable costs, charges and expenses which are attributable to operations, maintenance, repair, replacement and reconstruction of the Easement Facilities, including without limitation, security, cleaning and sweeping, lighting, maintaining and replacing landscaping adjacent to or on the Easement Facilities, and repairing and replacing paving, curbs and gutters, compensation for labor and materials, use of equipment, premiums for insurance, if applicable, real property taxes, if applicable, separately assessed against the Easement Facilities (if any), and necessary capital expenditures (other than the capital expenditures for the initial construction of the Easement Facilities). Subject to Section 8(d) and unless otherwise agreed between respective Owners each Owner shall be solely responsible for the Maintenance Costs of the portion of the Easement Facilities located on such Owner’s Parcel(s). Notwithstanding the foregoing, the Founder shall be solely responsible for the costs associated with maintaining the Campus Wayfinding Sign(s), except as provided in Sections 5(c), 5(d), and 5(e).

d. Maintenance of Shared Improvements

i. This Section 8(d) shall supersede any contrary provision of this Agreement with respect to the responsibility for, and costs of, the operations, maintenance, repair, replacement and reconstruction of (i) the Storm Water Vault, and (ii) the privately-maintained roadway island elements on Wellness Way, as designated on or required in the PUD, any applicable laws, regulations, ordinances or subdivision documents, as depicted on Exhibit “I-3” attached hereto (the “**Privately-Maintained ROW Elements**”, and, collectively with the Storm Water Vault, the “**Shared-Cost Improvements**”).

ii. NRHS shall maintain, repair, replace, and reconstruct the Privately-Maintained ROW Elements.

iii. The Owner of the Parcel on which the Storm Water Vault is located shall operate, maintain, repair, replace, and reconstruct the Storm Water Vault in accordance with all applicable laws, ordinances, and regulations.

iv. The Shared Maintenance Costs (as hereinafter defined) of maintaining a the Shared-Cost Improvements shall be proportionately shared among the Owners based on a percentage which is the ratio of the number of Cost Units allocated to such Owner’s Parcel relative to the number of Cost Units within the Campus. The number of “**Cost Units**” as used herein are determined by allocating 1 Cost Unit for each 1,000 square foot of land within each Parcel and 1 Cost Unit for each 1,000 gross square foot of each building within the Campus.

v. NRHS, with respect to the Privately-Maintained ROW Elements, and the Owner of the Parcel on which the Storm Water Vault is located, with respect to the Storm Water Vault, shall bill the Shared Maintenance Costs of the applicable Shared-Cost Improvements to the Owners on an annual basis, or such other mechanism as the parties may mutually agree from time to time. All amounts due from any party under this Agreement shall be paid within thirty (30) days of written demand. Notwithstanding anything to the contrary contained herein, in no event shall the NEP Ground Lease Parcel or the NEP Ground Lessee be obligated to contribute to Shared Maintenance Costs with respect to the Storm Water Vault, except to the extent that such Storm Water Vault is the primary receptacle for the drainage and detention of stormwater from the NEP Ground Lease Parcel. The City Parcel shall not be obligated to contribute to Shared Maintenance Costs with respect to the Storm Water Vault.

vi. As used in this Section 8(d), “**Shared Maintenance Costs**” refers to all of

the reasonable costs, charges, and expenses which are attributable to the operations, maintenance, repair, replacement and reconstruction of a Shared-Cost Improvement, including without limitation (A) cleaning and sweeping, lighting, maintaining and replacing landscaping on the Privately-Maintained ROW Elements, (B) maintaining, repairing and replacing the Storm Water Vault, and (C) necessary capital expenditures (other than the capital expenditures for the initial construction of the Storm Water Vault or the Privately-Maintained ROW Elements), provided, however, that only the amortized portion of any such capital expenditure may be included in Shared Maintenance Costs during any calendar year, using an amortization period equal to the useful life the improvement for which the capital expenditure is incurred. The City's portion of Shared Cost Improvements or Shared Maintenance Costs shall be offset by any amounts directly incurred or invested by the City in the Shared Cost Improvements or Shared Maintenance Costs.

9. Parking. This Agreement does not establish easements or cross-easements for parking. Each Owner shall construct and maintain on its Parcel a sufficient number of parking spaces to support the operations occurring on such Parcel, which shall not be less than the number of parking spaces required by zoning or other applicable laws and rules. The Owners of two or more Parcels may enter into separate easement agreements for cross-parking between such Parcels. The Owner of a Parcel may, at its sole cost and expense, use commercially reasonable means to enforce its exclusive right to use the parking located upon its Parcel, including posting signs, towing unauthorized vehicles, and installing gates or access control systems, provided that no such parking control measures shall interfere with the use of any Easement Facilities by the Benefitted Parties.

10. Use Restrictions. During the term of the NEP Ground Lease, NRHS (and its respective successors and assigns), shall not operate or permit to be operated on the Hospital Campus any of the following uses: (a) any use not permitted under the PUD or applicable laws or zoning ordinances, (b) any sale of (i) alcohol for off-premises consumption; (ii) tobacco products; or (iii) marijuana products; (c) any establishment that sells or exhibits drug-related paraphernalia; (d) any mortuary or funeral home; (e) any pet shop, veterinary hospital, or boarding facility (other in connection with uses that have a primary purpose related to service animals trained to provide assistance to individuals with disabilities); (f) any live performance venue or any establishment that can be heard outside of the occupant's premises; (g) any use that emits fumes, dust or smoke that can be smelled outside of the occupant's premises; (h) any tattoo parlor, or tanning beds; (i) the selling, marketing, leasing, advertising, displaying, exhibiting or distributing of pornographic materials, products, or media, sexually oriented materials, products, or media, or materials, products or media involving or depicting nudity or sexual, obscene or lewd acts; provided, however, the restrictions set forth in this clause (i) shall not be applicable to legitimate uses of materials depicting nudity in connection with the practice of medicine and other healthcare operations; (j) any establishment which exhibits either live or by any other means nude or partially clothed dancers or wait staff (k) any massage parlor or similar establishment; (l) any gambling facility or operation; (m) any political offices or causes; (n) any "second hand" store or pawn shop; or (o) any tobacco-funded research or enterprise. **While the City Parcel is subject to public ownership, the City Parcel shall not be subject to the use restrictions set forth herein. For any period of time when the City Parcel is subject to private ownership, the provisions of this this paragraph shall be applied to the City Parcel.**

11. Founder.

a. Rulemaking Authority. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable rules and standards for the operation of the Campus, including Design Guidelines and Sign Guidelines (collectively, as established from time

to time, “**Rules**”). Excepting the Rules set forth in **Exhibit “M”** attached hereto and made a part hereof, which shall apply to all Parcels within the Campus throughout term of this Agreement and which may only be altered by an amendment of this Agreement, the Rules established and maintained by Founder pursuant to this Section 11(a) shall not apply to the NEP Ground Lease Parcel while the NEP Ground Lease remains in force, nor to the City Parcel while it remains subject to public ownership.

b. Succession. NRHS shall remain the Founder of the Campus, regardless of whether NRHS continues to own any Parcel(s) within the Campus, unless and until (i) NRHS assigns the rights and obligations of the Founder under this Agreement to another public trust or government entity with responsibility or authority to promote the Mission of the Campus, in which case such assignee shall become the Founder for purposes of this Agreement; or (ii) NRHS is acquired by or merged into another entity with responsibility or authority to promote the Mission of the Campus, in which case such acquirer or successor shall become the Founder for purposes of this Agreement; and in either case the successor Founder shall give written notice to all Owners within thirty (30) days. If NRHS should cease to exist or cease to be a public trust responsible for the Mission, and a successor Founder is not determined in accordance with the foregoing (i) or (ii), then the rights and obligations of the Founder under this Agreement shall pass to the Owner with the largest ownership of property within the Campus (which need not be a majority of the Campus), as determined by the sum of the square feet of land plus the total gross square feet of all buildings on each Owner’s Parcel(s).

c. Enforcement Authority. With respect to the provisions of this Agreement that reserve to the Founder an exclusive right, the Founder shall enforce such provisions against the Owners in a uniform and non-discriminatory manner. Founder may file a suit at law or in equity, or may itself correct an Owner’s noncompliance, at the expense of the noncompliant Owner, if such Owner fails to correct the noncompliance within thirty (30) days of written notice from Founder.

d. General Provisions as to Rules. In no event shall any Owner or its ground lessee, be obligated to comply with any Rule or Rules except to the extent the same are reasonable, nondiscriminatory, uniformly enforced, and do not increase in more than a de minimis manner, any obligations of the Owner. In no event may any Rule conflict with the terms of the REA and in the event of any such conflict, the REA shall control.

12. Design Guidelines and Sign Guidelines; Approvals of Founder.

a. Design Guidelines. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable standards and guidelines for the design and maintenance of buildings, landscaping, and other improvements located on the Parcels. All site work, landscaping, buildings, structures, improvements, and other items placed in or on any Parcel in a manner or location visible from outside of existing structures are subject to standards for design, landscaping, and aesthetics (“**Design Guidelines**”) adopted by the Founder, and to the approval of Founder. No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme or rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures, and no approval is required for work done to the interior of a structure which does not alter the exterior appearance of the structure or affect adjacent Parcels. Any buildings or improvements constructed in the Campus shall be designed by and built in accordance with plans and specifications prepared, signed and sealed by an Oklahoma licensed architect or professional building designer, and shall be constructed by contractors and subcontractors holding all licenses and permits required by law.

b. Sign Guidelines. The Founder shall have the exclusive right, but not the obligation, to establish, revise, amend, revoke, and enforce reasonable standards and guidelines for the design and maintenance of signs (including signs located on buildings within the Campus) located on the Parcels ("**Sign Guidelines**").

c. Approval Process. Prior to commencing any construction or external renovation of any improvements or sign within the Campus, the Owner of the affected Parcel shall submit to the Founder a written application containing plans and specifications and such other information as the Founder may reasonably require. The Founder shall notify the applicant Owner in writing of Founder's approval or disapproval within thirty (30) days of Founder's receipt of the application. The Design Guidelines and Sign Guidelines are not the exclusive basis for the Founder's decisions, and compliance with the Design Guidelines or Sign Guidelines does not guarantee approval. If Founder does not respond within thirty (30) days, the applicant Owner may notify Founder in writing, by certified mail, return receipt requested, demanding a response, and if Founder fails to respond within fourteen (14) days, the application shall be deemed approved to the extent it is in conformance with the Design Guidelines and/or Sign Guidelines. Approval under this Section 12(c) is not a substitute for any approvals or reviews required by the City of Norman, Oklahoma any municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

d. Rules and Guidelines to be Prospective; Applicability. Notwithstanding anything to the contrary contained herein, the entirety of this Section 12 and the entirety of Rules (n) and (p) in Exhibit M shall not apply to require removal of or modifications to structures existing or already under construction on any portion of the Campus prior to the Effective Date of this Agreement, but shall apply to exterior modifications to such structures undertaken after the initial completion thereof by any Owner other than the Founder, the NEP Ground Lease Parcel while the NEP Ground Lease is in force, or the City Parcel while it is subject to public ownership. The Founder shall have exclusive authority to review and act upon all applications for review of proposed exterior improvements or exterior modifications, and the approval of the Founder to same may not be unreasonably withheld, conditioned or delayed. Subject to the remaining terms and provisions hereof, the Founder shall have exclusive authority to amend the Design Guidelines and Sign Guidelines. New or amended Design Guidelines shall apply prospectively only. They shall not require modification to, or removal of, any structures previously constructed or approved once construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. Notwithstanding anything to the contrary contained herein, the Founder has approved the proposed improvements and buildings to be constructed upon the NEP Ground Lease Parcel as set forth and/or depicted in Exhibit "L" attached hereto and made a part hereof, and Founder has otherwise expressly approved any and all plans and specifications submitted by NEP Ground Lessee and City as to such improvements and buildings to any and all applicable governmental authorities for which permits have been issued. Further, Founder hereby expressly pre-approves any and all future replacements, expansions and/or alteration of said improvements and buildings.

e. General Provisions as to Design Guidelines and Sign Guidelines. In no event shall any Owner be obligated to comply with any Design Guidelines or Sign Guidelines except to the extent the same are reasonable, non-discriminatory, uniformly enforced, do not increase in more than a de minimis manner, any obligations of the Owner hereunder, and do not decrease, in more than a de minimis manner, the rights of the Owner.

13. Direct Enforcement; Delegation to Ground Lessees.

a. Every Owner and occupant of any Parcel shall comply with the terms and conditions

of this Agreement, and each Owner shall be responsible for any violation of the terms of this Agreement by the tenants or occupants of such Owner's Parcel. Any affected Owner shall have the right to file suit at law or in equity to enforce the terms and conditions of this Agreement that are not expressly reserved to the Founder (the "**Enforcement Right**").

b. By written notice to all other Owners, an Owner may expressly delegate to its ground lessee the Enforcement Right. Such delegation shall state whether it is exclusive or non-exclusive, and whether Owner also delegates to such ground lessee Owner's right to give or withhold such consents and approvals as Owner is entitled to make under this Agreement. No delegation of the Enforcement Right by any Owner shall bind any other Owner nor shall it relieve an Owner of liability for compliance with the terms and conditions of this Agreement. The parties acknowledge that NRHS has made such a delegation in favor of NEP Ground Lessee with respect to the NEP Ground Lease Parcel pursuant to the NEP Ground Lease, and that such delegation is non-exclusive and does not delegate the right to give or withhold such consents and approvals as NRHS is entitled to make under this Agreement. The foregoing acknowledgement shall constitute the written notice contemplated in the first sentence of this subparagraph b. Notwithstanding anything to the contrary contained herein, any liability, right or benefit flowing to NEP Ground Lessee under this Agreement shall terminate upon the expiration or earlier termination of the NEP Ground Lease, except for such obligations of NEP Ground Lessee that expressly survive the expiration or termination of such NEP Ground Lease. Notwithstanding, the Owner of the NEP Parcel shall at all times remain obligated under the terms of this Agreement, regardless of previous delegations hereunder.

14. Insurance.

a. Liability Insurance. Commercial general liability insurance, written by a responsible insurance company or companies having a Best's Rating of not less than A- / VII, and licensed in the State of Oklahoma, insuring against any and all losses, claims, demands or actions whatsoever for injury to or death of any one or more persons in any one occurrence to the limit of not less than Three Million Dollars (\$3,000,000) and for damage to property in an amount not less than One Million Dollars (\$1,000,000) shall be maintained by the parties on all Parcels within the Campus, and such policy shall name the other Owners, and in the case of the NEP Ground Lease Parcel, the NEP Ground Lessee, and the City in the case of the City Parcel, as additional named insureds. Such policy shall include not less than Three Million Dollars (\$3,000,000) of contractual liability coverage. The coverage limits required herein may be satisfied by any combination of primary and excess or umbrella per occurrence policies. If by reason of changed economic or industry conditions from time to time the insurance amounts or coverages referred to above become inadequate, excessive or unavailable on commercially reasonable terms, the amounts or coverages of such insurance shall be adjusted to commercially reasonable amounts and coverages, at the reasonable agreement of the Owner parties hereto. If the Owner parties cannot reasonably agree on such adjustments within thirty (30) days of request, then such amounts and coverages shall be determined by mediation at the shared cost of all Owner parties. Notwithstanding anything to the contrary contained herein, during such periods of time that the City Parcel is subject to public ownership, the City Parcel shall be exempted from providing the insurance coverage required in this Section 14(a).

b. Property Insurance. Excepting the City Parcel while subject to public ownership, Causes of Loss Special Form Insurance insuring against physical loss or damage caused by the perils insured under a Causes of Loss Special Form policy with no exclusion for named storms in the amount of the full replacement cost of the buildings and other improvements located on any Parcel within the Campus (exclusive of footings, foundations and commercially reasonable deductibles), which insurance shall waive coinsurance limitations, with applicable sub-limits for flood and earthquake, shall be maintained,

or caused to be maintained, by the Owners of each of the Parcels within the Campus. Each such policy will include terrorism as commercially available. Insurances applicable to structures located on parcels within the Campus shall be in place no later than substantial completion of any structure being constructed thereon. The City Parcel, and all structures thereon, shall be insured in the same manner, and to the same extent as all other property and/or structures insured by the public entity, while the City Parcel is subject to public ownership.

c. General Insurance Requirements. Excepting those required by Section 14(b) above, insurances required under this Section 14 may be satisfied by providing a statement of self-insurance. Each applicable party shall provide other applicable parties not less than thirty (30) calendar days' written notice prior to any cancellation or material adverse change in policy provisions (ten (10) days for non-payment of premium) for all policies of insurance required to be maintained hereunder. If liability insurance is written on a "claims made" basis or provided by self-insurance, then the party who has the requirement of providing such insurance shall (a) cause all policies of such insurance (whether renewals or replacements) to use the original inception date of the insured's first claims made policy as the retroactive date in all such policies; and (b) continue to maintain such insurance or self-insurance for not less than two (2) years, or the statute of repose, whichever is longer (the "tail" period) after the termination of this Agreement. If any liability insurance which is written on a claims made basis is ever terminated or changed to an occurrence basis, the period of time in which a claim can be made against the insured must be extended for at least two (2) years, or the statute of repose, whichever is longer, through the purchase of the appropriate extended reporting period option or, with reference to Ground Lessor or any public entity that is an Owner hereunder, a period determined to permit timely claims pursuant to the Oklahoma Governmental Tort Claims Act, 51 O.S. § § 151-172 (the "**Oklahoma Governmental Tort Claims Act**") including as applicable to political subdivisions. Each applicable party shall provide the applicable parties with a certificate of insurance upon reasonable written request from the other party, to show evidence of compliance with the insurance requirements provided herein. Maintaining insurance following the termination of this Agreement, as set forth herein, shall not be interpreted as any admission by any party. Nothing in this paragraph shall be interpreted to require a party to maintain insurance following a complete transfer of ownership.

d. Indemnity. To the extent permitted by law, including the Constitution of the State of Oklahoma, each Owner shall indemnify, and hold harmless each of the other Owners from and against any and all claims, expenses, liabilities, losses, damages and costs, including reasonable attorneys' fees and any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, howsoever caused to any person or property as shall occur in or about the Owner's Parcel, and from any mechanic's or materialman's lien or claim therefor arising by, through or under such Owner, except claims resulting from the negligence or willful act or omission of the indemnified party.

15. Default Rights

a. Monetary Default. Any amount due and payable by a party pursuant to this Agreement which remains unpaid for forty-five (45) or more days after invoice, shall, from the expiration of such forty-five (45) day period until repaid, bear interest at the lesser of ten percent (10%) per annum or the highest rate then allowed by law (the "**Default Rate**"). If such amount remains unpaid for ninety (90) days after written notice to such non-paying party of such default, the unpaid party shall have the right to pursue any and all remedies available under applicable law for such default.

b. Non-Monetary Defaults. If an Owner defaults in an obligation under this Agreement other than the payment of money (and such default is not due to Unavoidable Delay), then if such failure continues for more than forty-five (45) days' following written notice to the defaulting party from any other Owner (or, if such failure cannot reasonably be cured within such 45 day period, then such longer period as may be reasonably required to cure the same, provided the defaulting party promptly commences and diligently prosecutes such cure to completion which in no event shall exceed one hundred twenty (120) days following written notice), then any other Owner may (i) pursue injunctive or declaratory relief, or (ii) pursue a suit for damages; provided, however, that no party privately owning any parcel on Campus shall be entitled to special, punitive, or consequential damages under this Agreement. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel while subject to public ownership.

c. Maintenance Defaults. In addition to the foregoing remedies in Sections 15(a) and (b), with respect to the maintenance obligations set forth in Section 8 hereof, if an Owner fails to perform its maintenance obligations (and such failure is not due to Unavoidable Delay) and such failure continues for more than forty-five (45) days' following written notice to the defaulting party from any other Owner (or, if such failure cannot reasonably be cured within such 45 day period, then such longer period as may be reasonably required to cure the same, provided the defaulting party promptly commences and diligently prosecutes such cure to completion which in no event shall exceed one hundred twenty (120) days following written notice), the notifying Owner shall have the right to cure such failure, and shall have reasonable access to all areas necessary to do so. The reasonable and necessary costs of curing such failure, together with interest thereon at the Default Rate, shall be reimbursed by the defaulting Owner.

d. Liens. No breach or violation of this Agreement shall affect, impair, defeat or render invalid the lien of any mortgage or deed of trust encumbering the fee or ground leasehold interest in any Parcel and securing a loan made in good faith and for value with respect to the development or permanent financing or refinancing of any Parcel ("**Mortgage**").

e. "**Unavoidable Delay**" shall mean means causes beyond such party's reasonable control and without its fault or negligence, including, but not limited to, governmental action or inaction, inability or delay in obtaining permits or approvals from governmental, quasi-governmental or private parties, inability to obtain any required easements or licenses over property of third parties, failure of non-parties to this Agreement to complete any roads, utilities and other infrastructure on a timely basis, acts of God, disease or pandemic, such as COVID-19, underground or other site conditions not known and not reasonably anticipatable, fires, floods, strikes, freight embargoes, unavailability of materials, severe weather conditions, delays caused by acts or omissions of contractors, subcontractors, material or equipment suppliers, architects or engineers.

16. Miscellaneous

a. No Benefit

Except as may be delegated pursuant to Section 13(b), no obligation of an Owner under this Agreement is enforceable by, or is for the benefit of, any creditor of any or all parties hereto or any other third parties.

b. Notices

No notice, request, demand, instruction or other document to be given hereunder to any party shall be effective for any purpose unless (i) personally delivered to the person at the address set forth below, in which event such notice shall be deemed effective upon delivery; (ii) delivered by Federal Express or other reputable courier service, in which event such notice shall be deemed effective upon delivery; or (iii) delivered by registered or certified mail at the address set forth below, return receipt requested, postage prepaid, in which event notice shall be deemed effective upon the earlier to occur of actual receipt or refusal, after deposit in the United States Post Office:

Founder: Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: President & CEO

and

Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: Risk Management & Compliance

and

Faegre Drinker Biddle & Reath LLP
320 S. Canal Street, Suite 3300
Chicago, Illinois 60606
Attn: Neil S. Olderman, Esq.

NRHS: Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: President & CEO

and

Norman Regional Health System
3300 Healthplex Parkway
Norman, Oklahoma 73072
Attn: Risk Management & Compliance

and

Faegre Drinker Biddle & Reath LLP
320 S. Canal Street, Suite 3300
Chicago, Illinois 60606
Attn: Neil S. Olderman, Esq.

City: c/o City Manager
City of Norman

201 West Gray
Norman, OK 73069

and

c/o City Attorney
City of Norman
201 West Gray
Norman, OK 73069

and

c/o Director of Parks and Recreation
City of Norman
225 North Webster Ave.
Norman, OK 73069

NEP Ground Lessee: NEP Norman, LP
c/o: New Era Companies, LLC
801 Hanover Dr., Suite 650
Grapevine, TX 76051
Attn: Daryn Eudaly

Chaiken Legal Group, P.C.
5960 W. Parker Rd., Ste. 278-194
Plano, Texas 75093
Attn: Michael J. Chaiken, Esq.

**And for so long as the following entity
has a lien on the NEP Ground Lessee's
interest in the Ground Lease:**

Stride Bank, N.A.
8811 S. Yale Avenue, Suite 100
Tulsa, OK 74137
Attn: Carol Kinzer
Email: ckinzer@stridebank.com

With a copy to:

Jason B. Coutant
GableGotwals
110 N. Elgin Ave., Ste. 200
Tulsa, Oklahoma 74120
Phone: (918) 595-4800
Fax: (918) 595-4990
Email: jcoutant@gablelaw.com

The foregoing notice addresses may be changed by giving notice of such change in the manner herein provided for giving notice.

c. Attorneys' Fees

Should any Owner bring any action against any other Owner related in any way to this Agreement, its validity, enforceability, scope or subject matter, the prevailing party shall be awarded its reasonable attorneys' fees and costs incurred for prosecution, defense, consultation or advice in connection with such action, together with all costs of proceedings in connection therewith, as allowed by Oklahoma law.

d. No Waiver

The waiver by one party in the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by any party hereto in the time for performing any act shall not constitute the waiver of the time for performing any other act, or any identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

e. Construction

As used in this Agreement, the masculine, feminine and neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for convenience only and not intended to fully describe their defined provisions in the portions of this Agreement to which they pertain.

f. Counterparts

This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts shall constitute but one Agreement.

g. Amendments

This Agreement may not be canceled, changed, modified or amended in whole or in part unless in a written and recorded agreement executed by the then Founder and record Owners of the Campus, as well as, for so long as the NEP Ground Lease remains in effect, executed by NEP Ground Lessee, and consented to by the holders of any Mortgages on each Parcel.

h. Waiver

Except as otherwise provided herein as relates specifically to the NEP Ground Lessee, any party shall be entitled to waive any term or provision which is intended to be solely for the benefit of such party. However, in no event shall any party be deemed to have waived any term or provision of this Agreement unless such waiver is made in writing and signed by such party.

i. Further Assurances

Each of the parties hereto agrees to execute and deliver such other instruments and perform such acts, in addition to the matters specified herein, as may be appropriate or necessary, from time to time, to effectuate the agreements and understandings of the parties.

j. Severability

Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder thereof.

k. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

l. Recordation.

This Agreement, and any amendments thereto, shall be recorded in the County Clerk's Office of Cleveland County, State of Oklahoma.

m. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and no modification or amendment hereto shall be of any force or effect unless it shall be in writing and signed by the parties hereto.

n. Non-Merger of Title

The ownership of the Campus and the Benefitted Property by the same party shall not cause a merger or termination of this Agreement.

o. Limitation of Liability

Whenever an Owner transfers its interest in its property, such transferor shall not be liable for any obligations arising under this Agreement that occur after the transfer date, so long as the applicable transferee has expressly assumed in writing such obligations. Notwithstanding anything to the contrary herein, no party shall be liable hereunder for consequential, special or punitive damages. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel while subject to public ownership.

p. No Rescission

No breach of this Agreement shall entitle an Owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not otherwise affect in any manner any of the rights or remedies that the Owner may have under this Agreement by reason of any breach. However, no limitations or waivers of damages, remedies or warranties anywhere in this Agreement shall apply to the City Parcel

while subject to public ownership.

q. Estoppel Certificate

Upon a bona fide sale or transfer of ownership of leasehold interest relating to a parcel on Campus, or pursuant to the reporting requirements of any financing secured by property within the Campus, each Owner, upon request in writing from another Owner, agrees to execute and deliver to the requesting Owner, or to said Owner's designee, including NEP Ground Lessee or any such requesting mortgagee or financial institution, within 10 days following written request, a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that the responding Owner, to its knowledge, knows of no default (or condition which with the giving of notice or the passage of time or both, would constitute such a default) under this Agreement by the requesting Owner or if there is a default, the general nature thereof; and such other statements as may be reasonably and necessarily requested to serve the purposes of the bona fide sale or transfer or ownership or leasehold interest. The Founder shall have the rights of an owner under this Section 16(q) regardless of whether Founder is an Owner of any Parcels.

r. Lien Subordination.

Each Owner represents and warrants to the Owners that they are the fee simple owners of their respective Parcels free from any mortgage or deed of trust liens that encumber their respective fee simple estates. Each Owner covenants and agrees to cause the holder of any existing mortgage or deed of trust affecting the portion of the Campus owned by such Owner as of the date hereof to consent to this Agreement and subordinate its rights to the terms and provisions of this Agreement.

s. Fire Circulation Drive on City Property and Allocation of the Cost of the Fire Circulation Drive. The City and NEP Ground Lessee have separately agreed to terms regarding the shared cost of construction, and joint access and use of, a fire circulation drive to also be utilized as set forth herein. The Fire Circulation Drive is depicted in the attached **Exhibit "J."**

t. Future Construction.

i. Phase II – NRHS Parcel Design Standards. Notwithstanding anything to the contrary contained herein, NRHS acknowledges and agrees that all future streets, lanes, lines and other infrastructure contemplated by this Agreement shall be designed, constructed and installed substantially as required by the PUD and other applicable City standards, regulations, ordinances or filed subdivision documents, including any plats thereof ("**Regulatory Controls**").

ii. Phase II – NRHS Future Improvements. NRHS shall, at its sole cost and expense, construct or install, cause to be constructed or installed or contract for the construction and installation of certain improvements required to complete the construction of the remainder of the Campus substantially in accordance with the PUD, and otherwise in compliance with the Regulatory Controls. NRHS shall cause the design, construction and installation of the Phase II – Future Improvements to be substantially completed not later than the earliest deadline required by the Regulatory Controls.

iii. Notwithstanding the foregoing (i) and (ii), nothing in this Section 16(u) shall operate to (x) obligate, to a greater extent than is provided for in the Regulatory Controls, NRHS to perform

any future construction or construct any improvements on the Campus, nor (y) constrain, to a greater extent than is provided for the in Regulatory Controls, NRHS's reasonable discretion in performing any such construction or constructing any such improvements

u. **List of Exhibits.** The following Exhibits are attached hereto and incorporated herein:

- Exhibit A Legal Description of NRHS Parcels
- Exhibit B Legal Description of City Parcel
- Exhibit C Legal Description of NEP Ground Lease Parcel
- Exhibit D Depiction of Drive Lanes
- Exhibit E Phase I Access Exhibit
- Exhibit F Phase II Access Exhibit
- Exhibit G-1 Depiction of Walkways
- Exhibit G-2 Depiction of Walkways for Phase II
- Exhibit H Utility Facilities
- Exhibit I-1 Map Depicting the Storm Water Drainage Facilities
- Exhibit I-2 Map Depicting the Stormwater Detention Vault
- Exhibit I-3 Wellness Way
- Exhibit J Fire Circulation Drive
- Exhibit K-1 Campus Wayfinding Signage Locations
- Exhibit K-2 Initial Campus Wayfinding Sign Designs
- Exhibit L NRHS-Approved NEP Ground Lease Parcel Improvements
- Exhibit M Rules and Regulations

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

“NRHS”

NORMAN REGIONAL HOSPITAL AUTHORITY,
an Oklahoma Public Trust, d/b/a Norman Regional Health System

By: _____
Name: Richie Splitt
Title: President and Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared **RICHIE SPLITT**, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that **RICHIE SPLITT** executed the same as the **PRESIDENT AND CHIEF EXECUTIVE OFFICER** of **NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, d/b/a Norman Regional Health System**, as free and voluntary act and deed of such **Oklahoma public trust**, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public: _____

My Commission Expires: _____

“CITY”

THE CITY OF NORMAN, OKLAHOMA,
a municipal corporation of the State of Oklahoma

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

City Attorney’s Office

Signed By: _____
Larry Heikkila
Mayor, City of Norman

(SEAL)

Attested By: _____
Brenda Hall
Norman City Clerk

A notary public or other officer completing verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
COUNTY OF _____)

On _____, 202__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

“NEP GROUND LESSEE”

NEP Norman, LP

By: NEP Norman GP, LLC, its General Partner

By: New Era Companies, LLC, its Manager

By: _____
Daryn Eudaly, ManagerSTATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022 by Daryn Eudaly, as Manager of New Era Companies, LLC, the Manager of NEP Norman GP, LLC, the General Partner of NEP Norman, LP.

Notary Public

My commission number is _____
and my commission expires _____

EXHIBIT A

Legal Description of NRHS Parcels

A tract of land being all of Blocks 1 and 2, WHITWELL ADDITION recorded in Book 1 of Plats, Page 26; AND all of Blocks 1 and 2, GRIFFIN HEIGHTS ADDITION recorded in Book 2 of Plats, Page 62; AND part of Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92; AND part of Blocks 1 and 4 (being part of Lot 3A LOT LINE ADJUSTMENT recorded in Book 3168, Page 421) AND Lots 1 through 13, Block 3, all in HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32, together with the platted streets and alleys lying within the aforescribed plats AND those unplatted parts of the Northwest Quarter (NW/4) of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma all lying within the following described tract of land;

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 553.00 feet to the POINT OF BEGINNING;

THENCE North 89°50'59" East a distance of 420.40 feet;

THENCE North 00°09'01" West a distance of 237.84 feet to a point on the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 1 recorded in Book 8 of Plats, Page 77 extended;

THENCE North 89°44'54" East, along the south line of said Lot 1 extended, the south line of said Lot 1 and the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 2 recorded in Book 10 of Plats, Page 39, a distance of 615.57 feet to the southeast corner of said Lot 1, also being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line and the east line of Block 1 of said GRIFFIN HEIGHTS ADDITION extended and the east line of said Block 1, a distance of 859.73 feet;

THENCE South 89°26'27" West a distance of 8.00 feet to a point of intersection with the east line of Block 1, NORTHEAST ADDITION extended;

THENCE South 00°09'01" East, along the east line of said Block 1 extended, the east line of said Block 1 and said west right of way line, a distance of 25.99 feet;

THENCE South 89°26'27" West a distance of 282.90 feet;

THENCE South 44°26'27" West a distance of 92.14 feet;

THENCE South 89°26'27" West a distance of 279.88 feet;

THENCE North $00^{\circ}08'59''$ West a distance of 75.63 feet to a point on a curve;

THENCE Westerly along a non tangent curve to the right having a radius of 250.00 feet (said curve subtended by a chord which bears South $75^{\circ}40'12''$ West a distance of 161.25 feet) for an arc distance of 164.18 feet;

THENCE South $00^{\circ}33'33''$ East a distance of 446.08 feet to a point on the south line of said Block 4, HIGH SCHOOL ADDITION;

THENCE South $89^{\circ}26'27''$ West, along the south line of said Blocks 4 and Block 3, a distance of 214.37 feet to the southwest corner of said Block 3, also being a point on the east right of way line of Porter Avenue;

THENCE North $00^{\circ}09'01''$ West, along the west line of said Block 3, the west line of Block 2 of said HIGH SCHOOL ADDITION, the west line of Block 1, WHITWELL ADDITION and said east right of way line, a distance of 952.35 feet to the northwest corner of said Block 1, WHITWELL ADDITION;

THENCE South $89^{\circ}26'27''$ West a distance of 33.00 feet to a point on the west line of said Northwest Quarter;

THENCE North $00^{\circ}09'01''$ West, along said west line, a distance of 175.84 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-South Zone) using a bearing of South $00^{\circ}09'01''$ East on the west line of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian.

EXHIBIT B

Legal Description of City Parcel

A tract of land being part of Lot 3A, LOT LINE ADJUSTMENT NO. 1103 recorded in Book 3168, Page 421 of Block 4 AND all of Lots 1 and 2, Block 4 AND part of Lot 22, all of Lots 23 and 24, Block 1, NORMAN HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32(57) AND all of Lots 1 through 12, part of Lots 13 through 24, Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92, together with part of the east-west alley lying in said Blocks as vacated by JOURNAL ENTRY OF JUDGEMENT Case No. C-88-1968T AND part of Rich Street as vacated by JOURNAL ENTRY OF JUDGEMENT Case No. CJ-2000-935-BH recorded in Book 3189, Page 918 and JOURNAL ENTRY OF JUDGEMENT Case No. CJ-2002-2210-L recorded in Book 3543, Page 379 AND an unplatted part of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, being more particularly described as follows;

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 1,681.19 feet to a point of intersection with the south line of said Block 4 extended;

THENCE North 89°26'27" East, along said extended line and the south line of said Block 4, a distance of 655.82 feet to the POINT OF BEGINNING;

THENCE North 00°33'33" West a distance of 408.84 feet;

THENCE North 89°26'27" East a distance of 27.51 feet;

THENCE North 44°26'27" East a distance of 92.14 feet;

THENCE North 89°26'27" East a distance of 282.90 feet to a point on the east line of said Block 1, NORTHEAST ADDITION, being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along the east line of said Block 1, said line extended to the centerline of said vacated Rich Street and said west right of way line, a distance of 309.00 feet;

THENCE North 89°26'27" East, along said vacated Street centerline, a distance of 8.00 feet to a point on the west right of way line of said Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line, a distance of 165.00 feet to a point of intersection with the south line of said Block 4 extended;

THENCE South 89°26'27" West, along said extended line and the south line of said Block 4, a distance of 380.18 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83 -South Zone) using a bearing of South 89°26'27" West as the south line of Block 4 of NORMAN HIGH SCHOOL ADDITION.

EXHIBIT C**Legal Description of NEP Ground Lease Parcel**

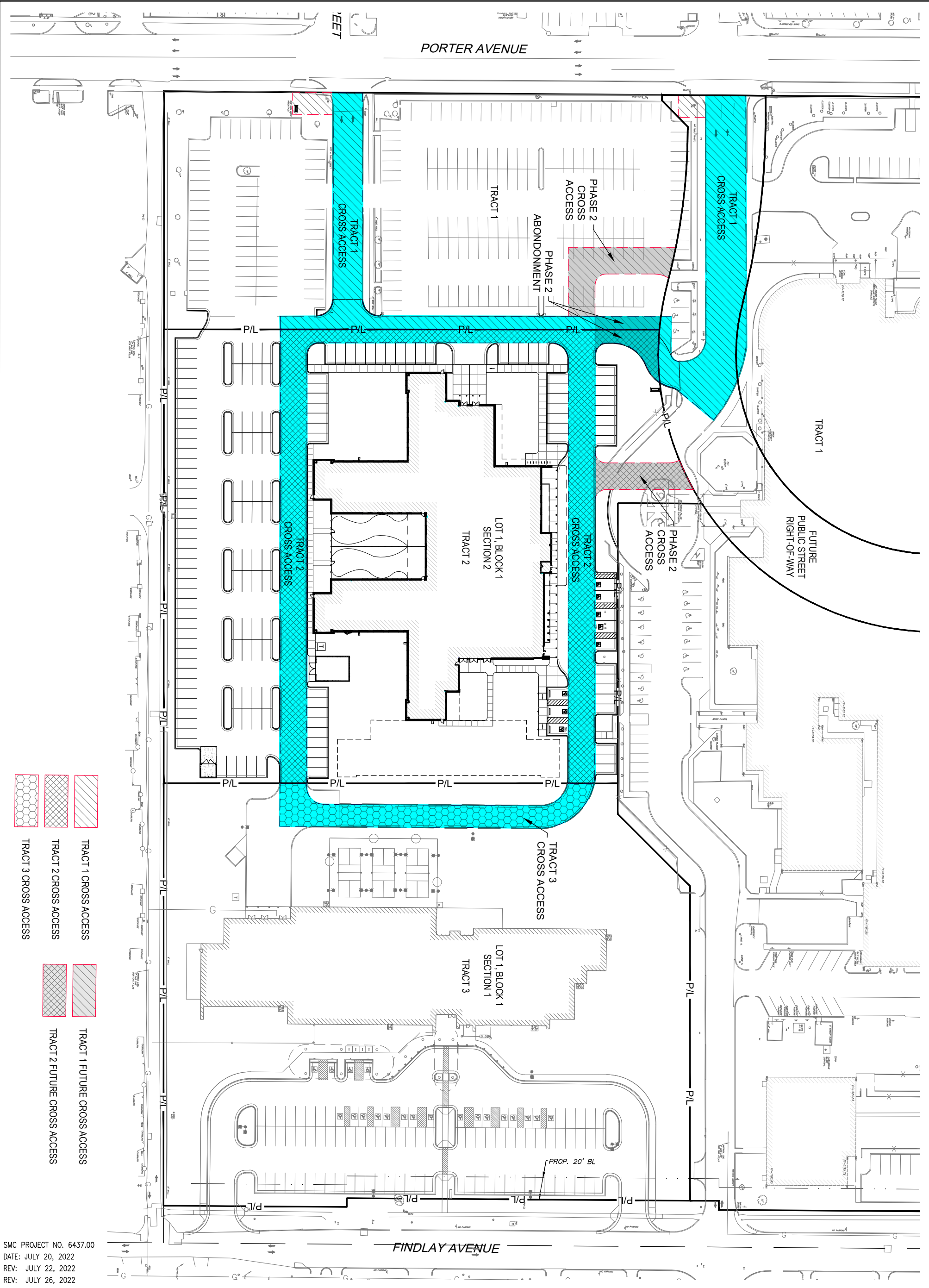
Lot 1, Block 1, NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SECTION 2, a Planned Unit Development to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 25 of Plats, Page 242.

EXHIBIT D
Depiction of Drive Lanes

[exhibit follows this cover page]

EXHIBIT E
Phase I Access Exhibit

[exhibit follows this cover page]



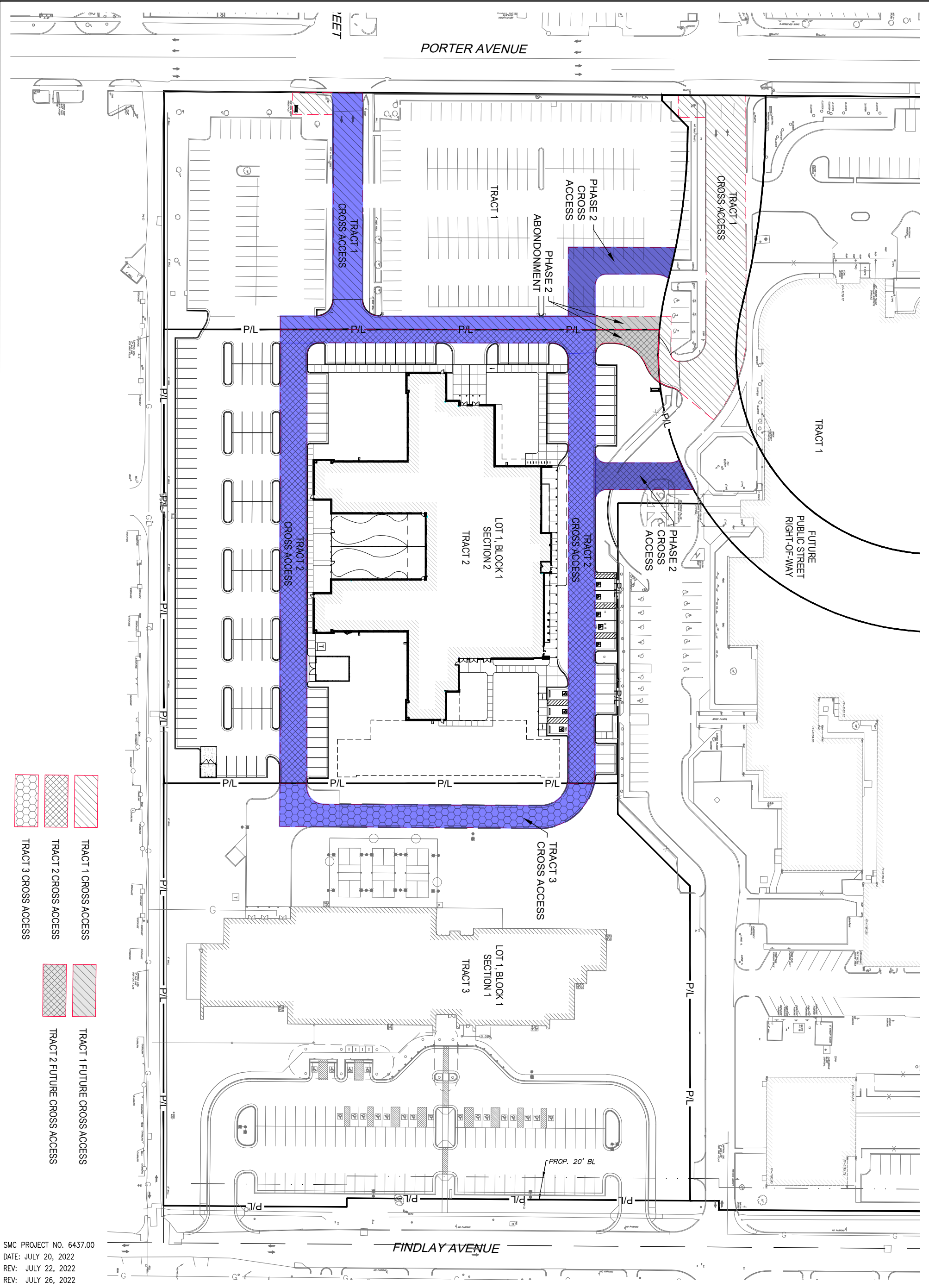
SMC PROJECT NO. 6437.00
 DATE: JULY 20, 2022
 REV: JULY 22, 2022
 REV: JULY 26, 2022

 SMC Consulting Engineers, P.C. 815 West Main - Oklahoma City, OK 73106 PH: 405-232-7715 Fax: 405-232-7859	<p>CROSS ACCESS</p>	<p><u>EXHIBIT E</u></p>	<p>NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS NORMAN, OK</p>	<p>NOT TO SCALE</p> 
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EXHIBIT F
Phase II Access Exhibit

[exhibit follows this cover page]



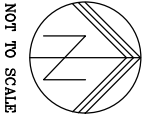
SMC PROJECT NO. 6437.00
DATE: JULY 20, 2022
REV: JULY 22, 2022
REV: JULY 26, 2022

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

CROSS ACCESS

EXHIBIT F

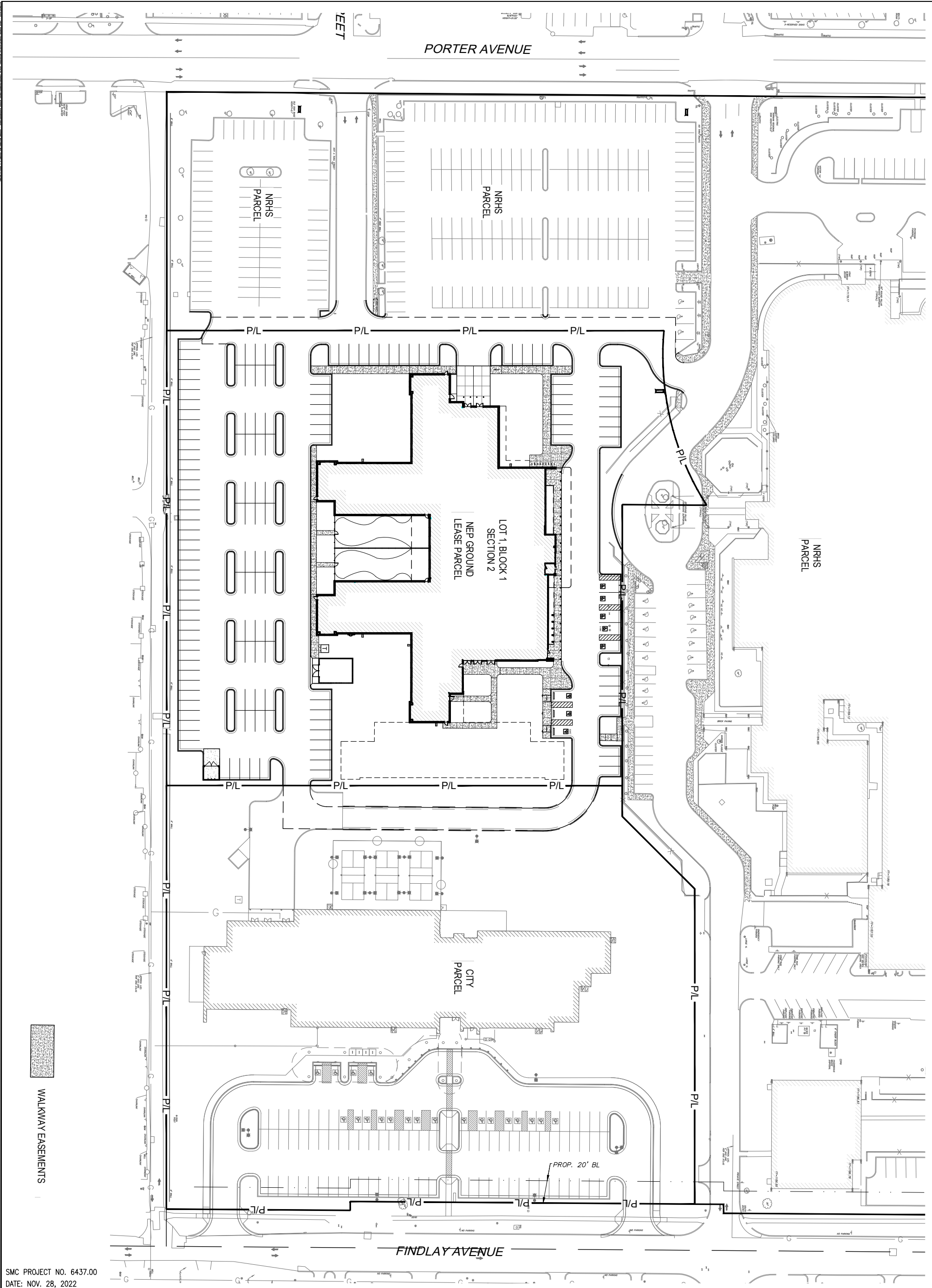
NORMAN REGIONAL
HEALTH SYSTEM
PORTER CAMPUS
NORMAN, OK



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ENGINEERS, P.C.

EXHIBIT G-1
Depiction of Walkways

[exhibit follows this cover page]



SMC PROJECT NO. 6437.00
DATE: NOV. 28, 2022

SMC

SMC Consulting Engineers, P.C.

815 West Main - Oklahoma City, OK 73106

PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OK

EXHIBIT G-1

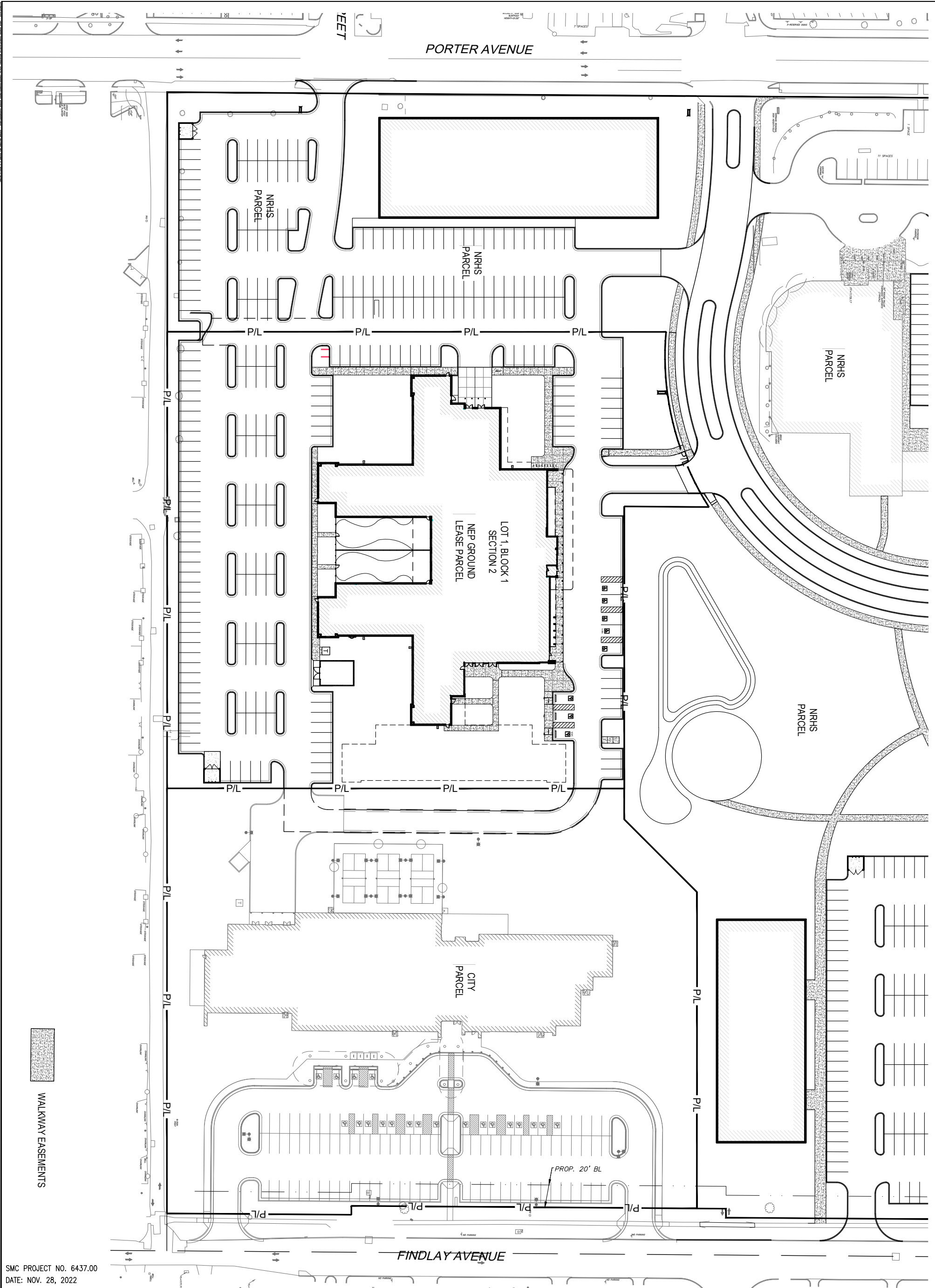
REA
WALKWAY EASEMENTS
PHASE I

NOT TO SCALE

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EXHIBIT G-2
Depiction of Walkways for Phase II

[exhibit follows this cover page]



SMC PROJECT NO. 6437.00
DATE: NOV. 28, 2022
REV: AUG. 21, 2023

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OK

EXHIBIT G-2

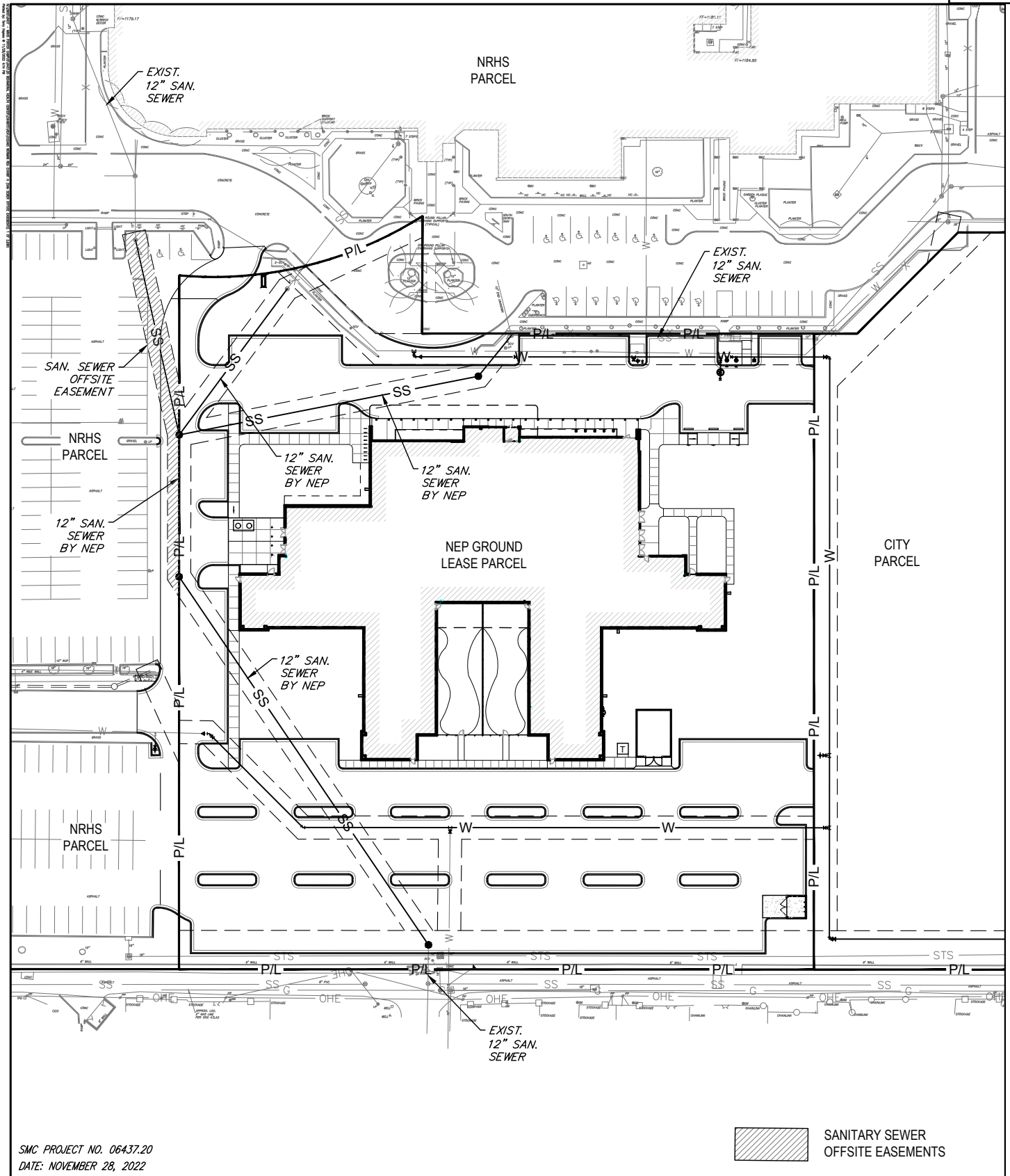
REA
WALKWAY EASEMENTS
PHASE II

NOT TO SCALE

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OTHER THAN THAT FOR WHICH IT
WAS PREPARED BY SMC CONSULTING ENGINEERS, P.C.

EXHIBIT H
Utility Facilities

[[two (2)] page exhibit follows this cover page]



SMC PROJECT NO. 06437.20
DATE: NOVEMBER 28, 2022

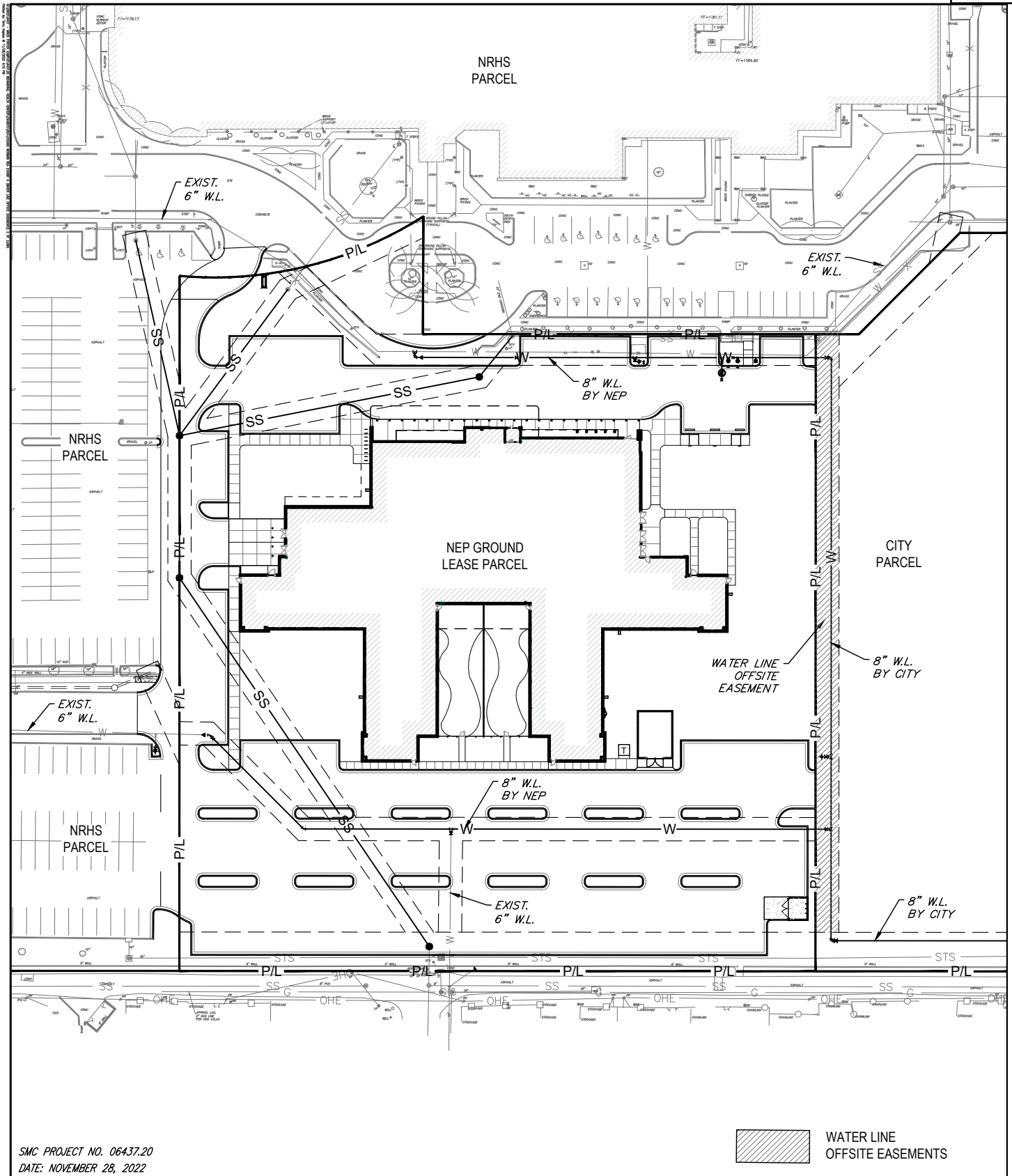
SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

REA
EXHIBIT H
(1 OF 2)


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PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

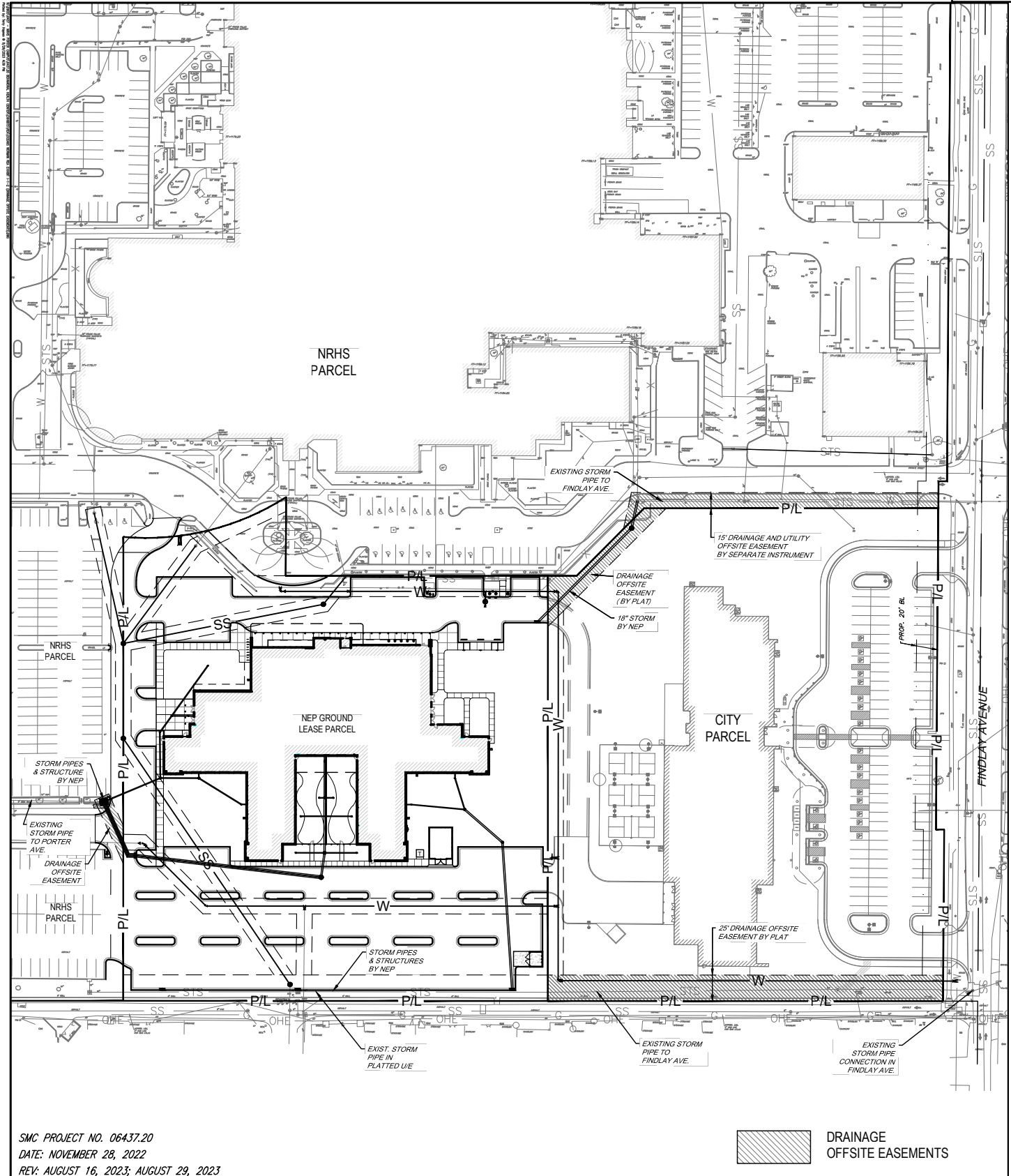
REA
EXHIBIT H
(2 OF 2)

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EXHIBIT I-1
Map Depicting the Storm Water Drainage Facilities

[exhibit follows this cover page]



SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
 NRHS PORTER HEALTH VILLAGE
 NORMAN, OKLAHOMA

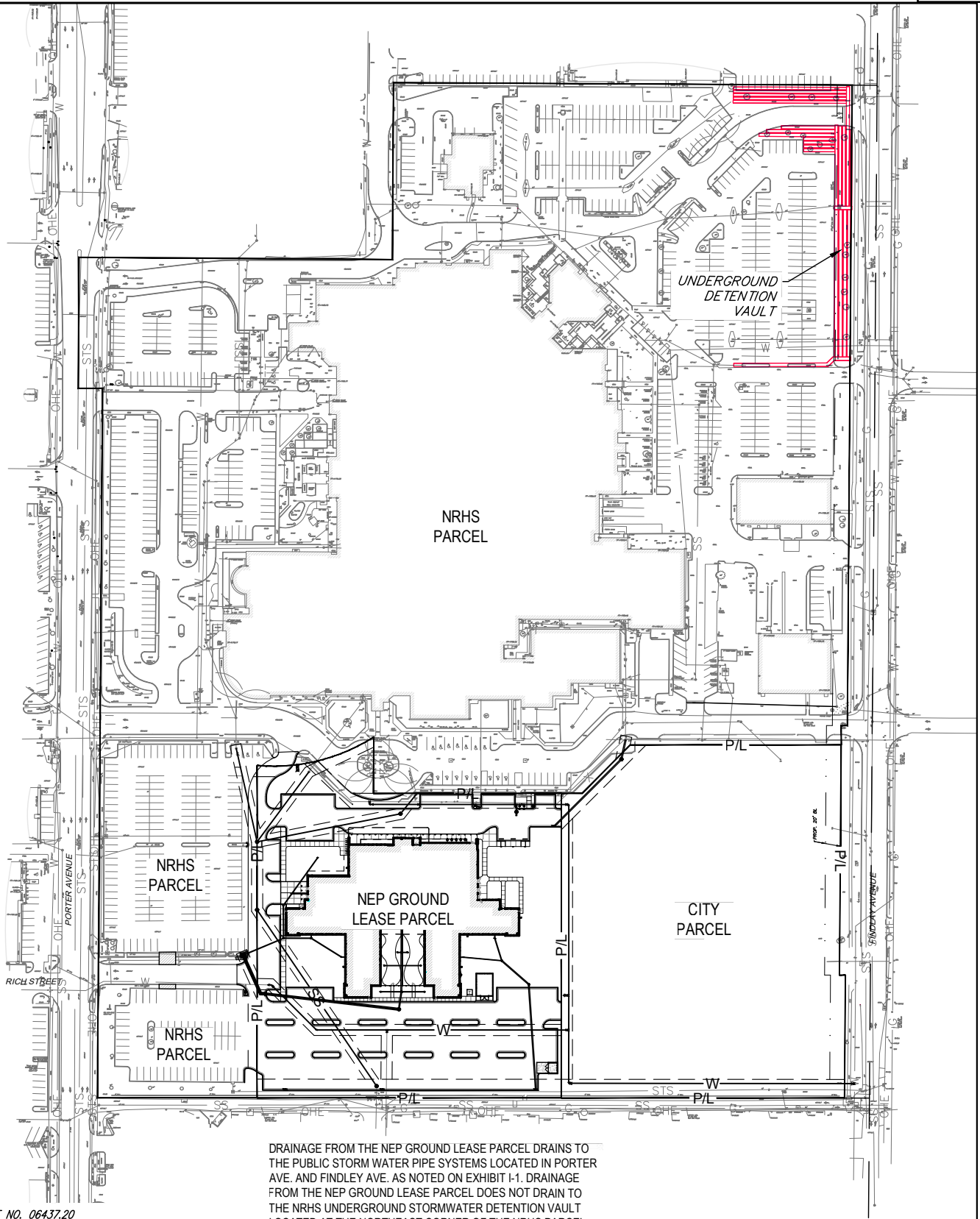
REA
 EXHIBIT I-1



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EXHIBIT I-2
Map Depicting the Stormwater Detention Vault

[exhibit follows this cover page]



DRAINAGE FROM THE NEP GROUND LEASE PARCEL DRAINS TO THE PUBLIC STORM WATER PIPE SYSTEMS LOCATED IN PORTER AVE. AND FINDLEY AVE. AS NOTED ON EXHIBIT I-1. DRAINAGE FROM THE NEP GROUND LEASE PARCEL DOES NOT DRAIN TO THE NRHS UNDERGROUND STORMWATER DETENTION VAULT LOCATED AT THE NORTHEAST CORNER OF THE NRHS PARCEL.

SMC PROJECT NO. 06437.20
DATE: NOVEMBER 30, 2022

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

REA
EXHIBIT I-2

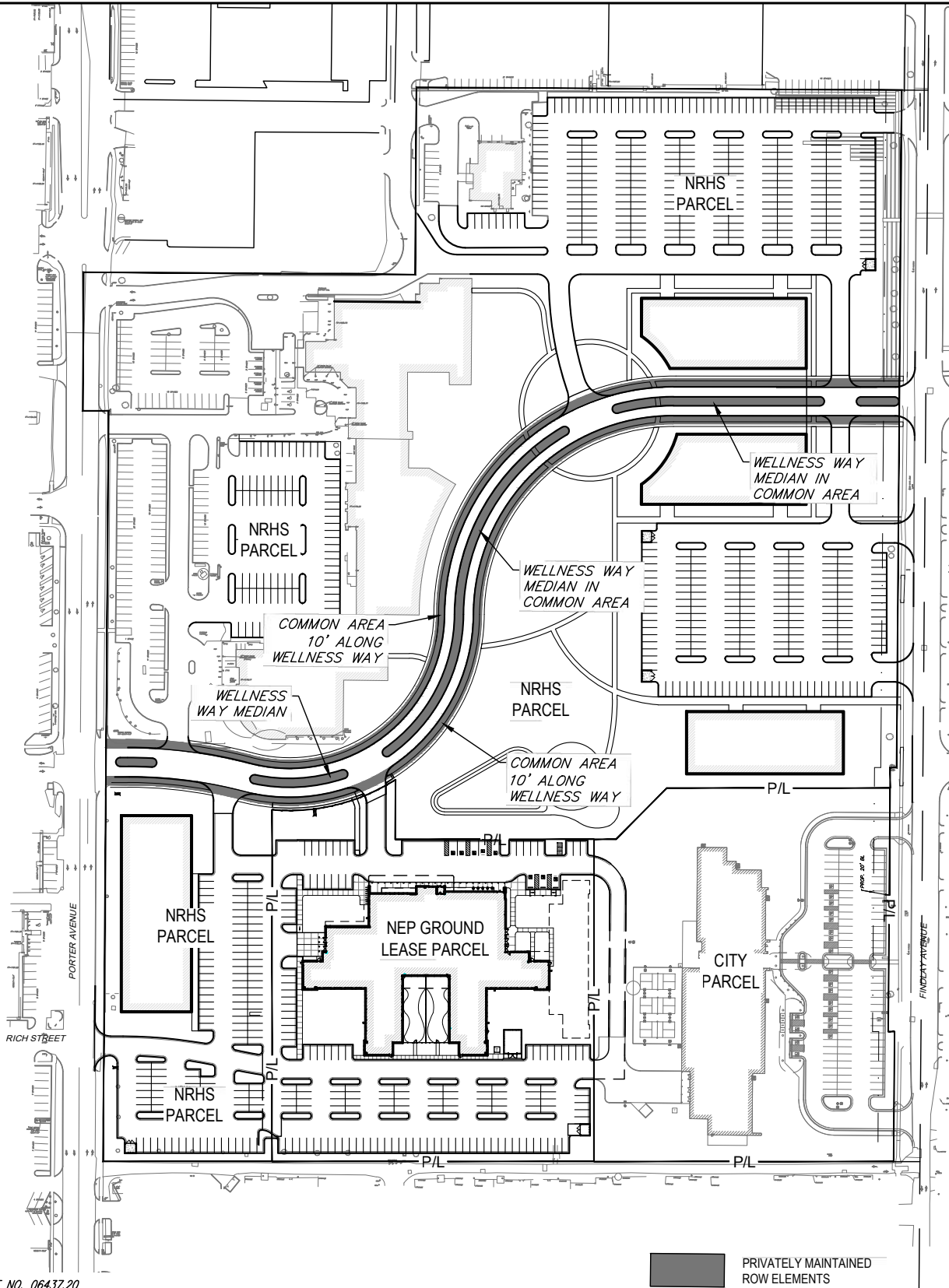


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EXHIBIT I-3
Wellness Way

[exhibit follows this cover page]



SMC PROJECT NO. 06437.20
DATE: DECEMBER 2, 2022

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

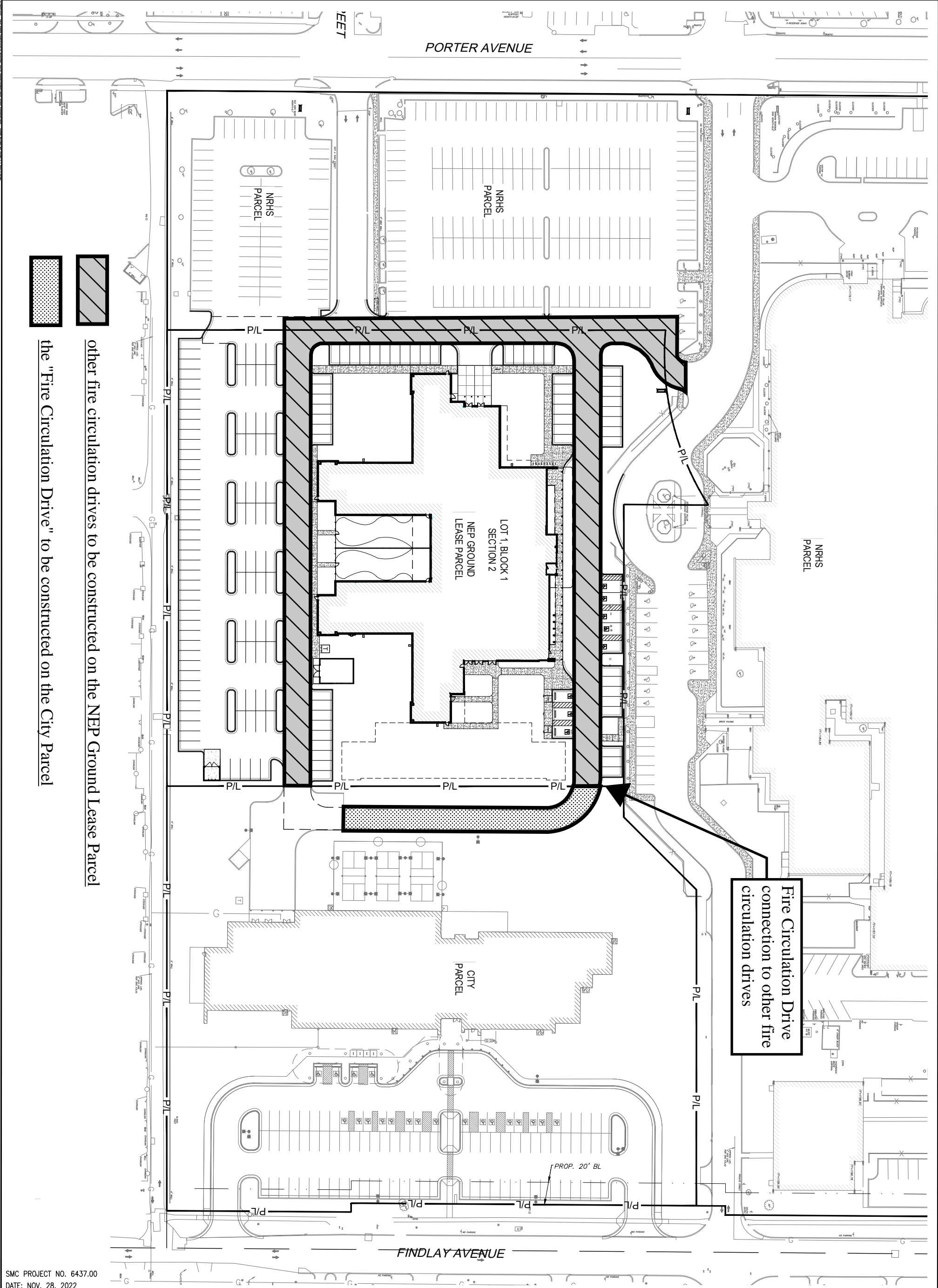
REA
EXHIBIT I-3

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EXHIBIT J
Fire Circulation Drive

[exhibit follows this cover page]



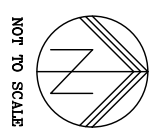
SMC PROJECT NO. 6437.00
DATE: NOV. 28, 2022

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OK

EXHIBIT J

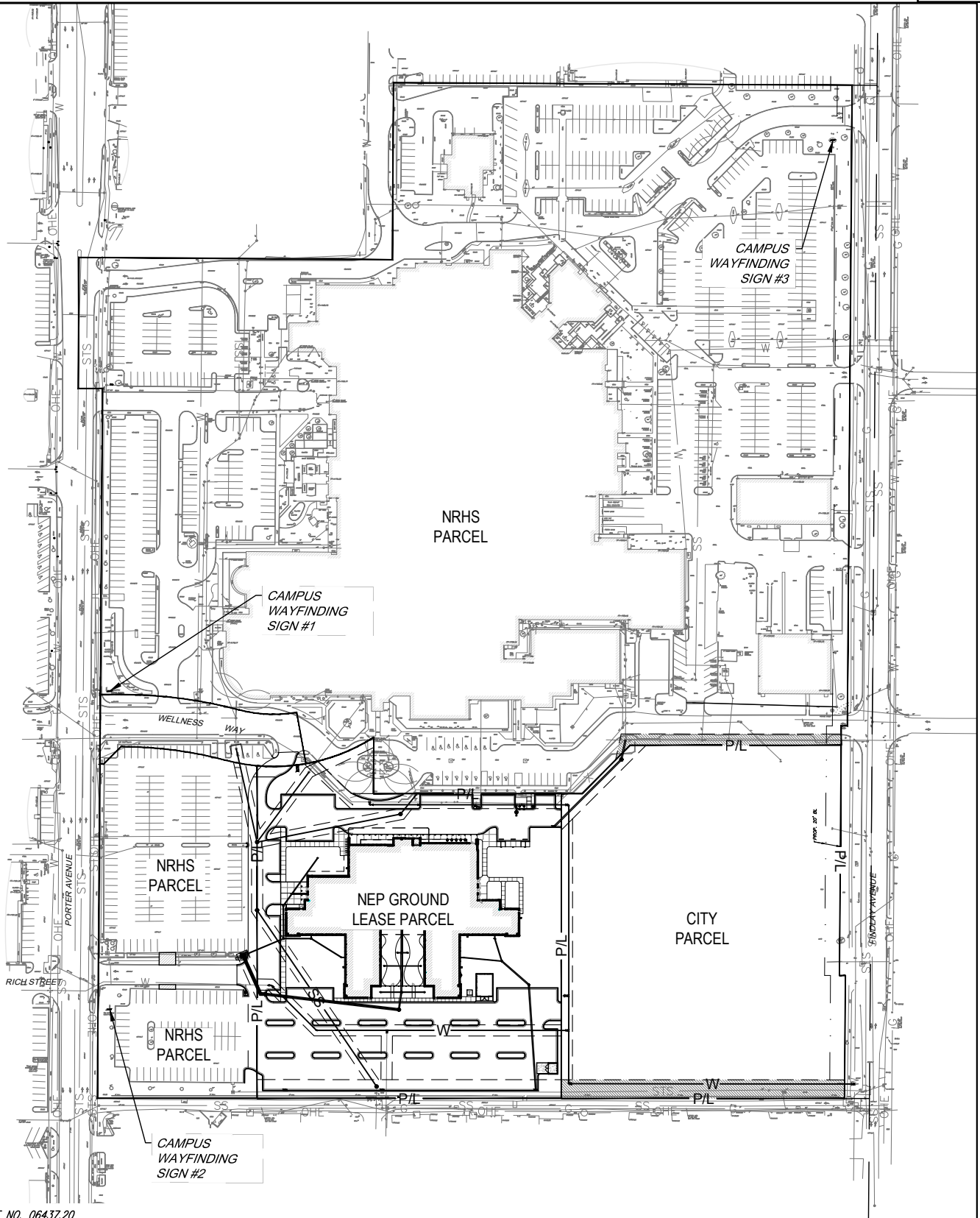
REA
Fire Circulation Drive



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EXHIBIT K-1
Campus Wayfinding Signage Locations

[exhibit follows this cover page]



SMC PROJECT NO. 06437.20
DATE: SEPTEMBER 27, 2023

SMC

SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

REA
EXHIBIT K-1
CAMPUS WAYFINDING
SIGNAGE LOCATIONS



NOT TO SCALE

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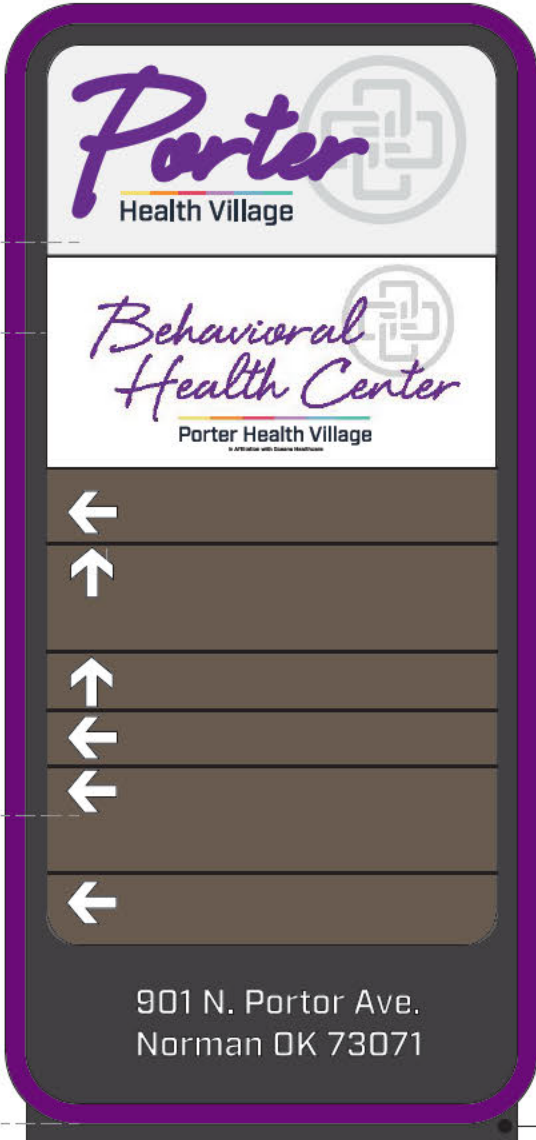
EXHIBIT K-2
Initial Campus Wayfinding Sign Designs

[exhibit follows this cover page]

1



2



3

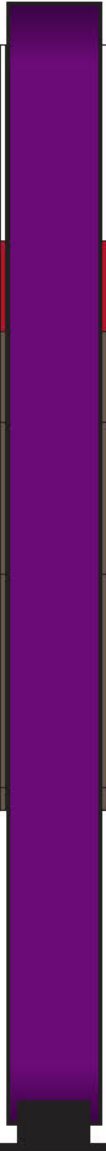
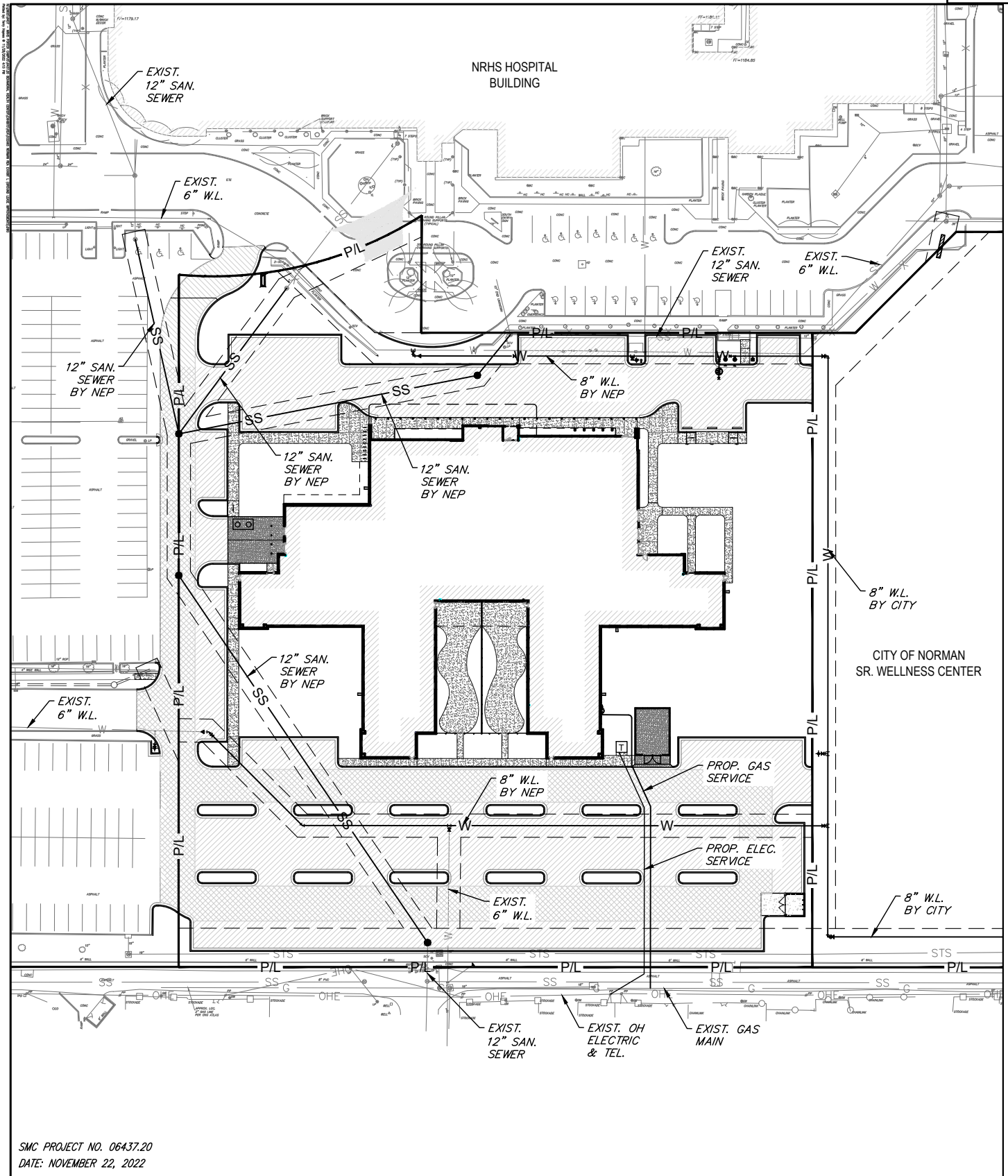


EXHIBIT L
NRHS-Approved NEP Ground Lease Parcel Improvements

[exhibit follows this cover page]



SMC PROJECT NO. 06437.20
DATE: NOVEMBER 22, 2022

SMC
SMC Consulting Engineers, P.C.
815 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7859

OCEANS NORMAN
NRHS PORTER HEALTH VILLAGE
NORMAN, OKLAHOMA

REA - EXHIBIT L
GROUND LEASE
IMPROVEMENTS



NOT TO SCALE

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EXHIBIT M

Campus Rules

1. **Purpose.** The purpose of these Campus Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of “the norm.” In fact, it is expressly intended that the Founder have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Rules, based on aesthetic or other considerations consistent with the REA and other established guidelines. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approved or enforcement rights, nor shall it preclude the Founder from taking enforcement action in any appropriate circumstances.

2. **Restricted Activities and Conditions.** Unless expressly authorized by, and then subject to such conditions as may be imposed by the Founder, the following activities or conditions shall not be (i) undertaken or caused anywhere on the Campus by any Owner or occupant of any Parcel within the Campus or by its tenants, employees, customers, or invitees, (ii) permitted or invited to occur or continue on any Parcel by the Owner or occupant of such Parcel; except (x) to the extent undertaken by or authorized by the Founder in the course of development of the Campus, or (y) to the extent such activities occur on a parcel subject to public ownership and may be reasonably construed as subject to the protections of the First Amendment to the United States Constitution and any equivalent protections under the laws of the state of Oklahoma:

(a) Soliciting, posting of handbills, posters, flyers, or leaflets, or distribution of commercial or advertising materials;

(b) Outdoor use of amplified sound or speakers, excepting authorized public events (subject to applicable government regulations);

(c) Parking of commercial equipment, trucks, trailers, or delivery vehicles on public streets or thoroughfares or areas subject to the Drive Lane Easements; provided, however, that construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to an Owner or other permitted occupant of a Parcel.

(d) Outdoor overnight parking of commercial vehicles, trailers, construction equipment, or other any vehicles other than passenger automobiles in any part of the Campus; provided, however, that an Owner or permitted occupant of a Parcel may, subject to all applicable laws and ordinances, permit overnight parking in the parking areas of a Parcel in the case of (i) any commercial vehicles or trailers used in connection with the business or operations conducted by such Owner or occupant on the Parcel, or (ii) vehicles or trailers used in connection with construction activities approved under the Agreement

(e) Raising, breeding, or keeping animals for any commercial purpose, or bringing animals onto the Campus other than (i) therapy animals in connection with the medical services provided by the Owner or occupant, or (ii) service animals trained to provide assistance to a person with a disability. Any permitted animals that are allowed to roam free or that, in the Founder's determination, make noise that disturbs the peace on any other Parcel, endanger the health and safety of other Owners or users of the Campus, or constitute a nuisance shall be removed at the Founder's request.

(f) Any activity that emits foul or obnoxious odors, hazardous fumes, or other pollutants outside an Owner's Parcel or creates noise, vibration, shock, heat, glare, or other conditions that tend to disturb the peace or threaten the safety of Owners or occupants of other Parcels or persons using the public street within the Campus;

(g) Any activity that violates local, state, or federal laws or regulations; however, the Founder shall have no obligation to take enforcement action in the event of a violation;

(h) Creating, or allowing to continue, any unsanitary, unclean, rusty, or dilapidated condition to arise or continue with respect to any equipment or the exterior portions of any improvement on a Parcel.

(i) Outside burning of trash, leaves, debris, or other materials;

(j) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be reasonably likely to disturb the peace on other Parcels, except alarm devices used exclusively for security purposes or use in the course of authorized public events (subject to applicable governmental regulations);

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers;

(l) Discharge of firearms in violation of applicable law, including Norman Municipal Code 24-402 and Oklahoma law; provided, the Founder shall have no obligation to take action to prevent or stop such discharge;

(m) Use of revolving, rotating, or other moving light beams specifically designed and intended to project light beams beyond the boundaries of the Parcel;

(n) Posting or placement of any banners, signs, or other form of advertising on or adjacent to a Parcel or on the rights-of-way of public streets (in compliance with applicable governmental regulations) within the Campus, excepting, however, materials approved pursuant to the Minimum Design Guidelines then in effect under the Agreement and as required by applicable City signage regulations; provided that this provision shall not prohibit parking on a Parcel of service or delivery vehicles with commercial lettering and logos of the size and kind customarily used in the type of business conducted by the Owner or occupant from such Parcel, provided that such vehicle

is primarily used to make deliveries **or** provide service to customers (i.e., not as a substitute for, or to avoid the requirement of approval for, signs) and the total area of such advertising does not exceed 6 square feet on any side of the vehicle;

(o) Outdoor storage of equipment or inventory, or use of any trailer, portable storage unit, or temporary structure for storage of equipment or inventory;

(p) Any modification of any thing, permanently, on the outside portions of the improvements on a Parcel, except in strict compliance with the applicable laws and regulations and Design Guidelines then in effect under the Agreement; **except** that:

(i) An antenna designed to receive direct broadcast satellite services, including direct-to-home or direct-to-business satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multi-point distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, **“Permitted Antennas”**) shall be permitted on Parcels, subject to such reasonable requirements as to location and screening that may be set forth in the Design Guidelines, consistent with applicable law, to minimize obtrusiveness as viewed from public streets and other portions of the Campus.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

“NRHS”

NORMAN REGIONAL HOSPITAL AUTHORITY,
an Oklahoma Public Trust, d/b/a Norman Regional Health System

By: *Richie Splitt*
Name: Richie Splitt
Title: President and Chief Executive Officer

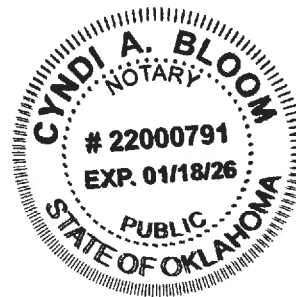
STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of September, 2023, personally appeared **RICHIE SPLITT**, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that **RICHIE SPLITT** executed the same as the **PRESIDENT AND CHIEF EXECUTIVE OFFICER** of **NORMAN REGIONAL HOSPITAL AUTHORITY, an Oklahoma public trust, d/b/a Norman Regional Health System**, as free and voluntary act and deed of such **Oklahoma public trust**, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public: *Cyndi A. Bloom*

My Commission Expires: 01-18-2026



“NEP GROUND LESSEE”

NEP Norman, LP

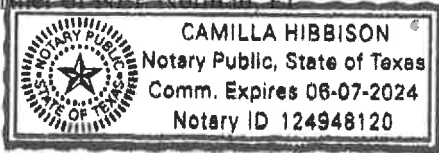
By: NEP Norman GP, LLC, its General Partner

By: New Era Companies, LLC, its Manager

By: 
 Daryn Eudaly, Manager

STATE OF Texas)
) ss.
 COUNTY OF Tarrant)

This instrument was acknowledged before me on September 27th, 2023 by Daryn Eudaly, as Manager of New Era Companies, LLC, the Manager of NEP Norman GP, LLC, the General Partner of NEP Norman, LP.




 Notary Public

My commission number is 124948120
 and my commission expires 06-07-2024