



State of Oklahoma
Office of Management and Enterprise Services
Real Estate and Leasing Services

Utility Easement

THIS EASEMENT made and entered into by and between the **STATE OF OKLAHOMA**, acting by and through the **OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES**, on behalf of the **OKLAHOMA DEPARTMENT OF MENTAL HEALTH & SUBSTANCE ABUSE** hereinafter called the GRANTOR, and **THE CITY OF NORMAN**, 3000 East Robinson Street Norman, OK hereinafter called the GRANTEE.

WITNESSETH, GRANTEE, in consideration of the premises, covenants and agrees to pay to the GRANTOR the sum **\$11,142.86** (Eleven Thousand One Hundred Forty Two Dollars and Eighty Six Cents) in consideration of the covenants and agreements hereinafter set forth, and GRANTOR does hereby grant to GRANTEE, its successors and assigns, with the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground, a system of conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress, to and from said system across adjoining lands of GRANTOR, upon and across the following real property and premises, situated in **CLEVELAND** County (The "EASEMENT"):

Part NW/4, Sec 27 T9N-R2W of the Indian Meridian, Cleveland Co., OK.

More particularly described on "Exhibit A" Fiber Optic Easement.

TERMS AND CONDITIONS OF EASEMENT:

1. **TERM:** This Easement shall be for a period of twenty (20) years beginning September 2, 2015 and ending September 1, 2035.
2. **USE OF PROPERTY:** GRANTEE shall use the Property in accordance with any and all applicable federal, state or local laws or ordinances, including but not limited to, environmental, health or safety laws, and common law nuisance. GRANTEE shall not create a condition which is or would be in violation of any such laws, and shall not create a condition which would require remediation under any such laws.
3. **REVERSIONARY INTEREST:** In the event said GRANTEE ceases to use said land at any time in the future for the purpose granted, it is understood and agreed that said Easement will automatically revert back to GRANTOR.
4. **PIPELINES:** For all new construction, or repair/replacement of existing pipe lines, the GRANTEE agrees to bury distribution or main line pipes at a minimum depth of 36 inches; and all transmission lines at a depth of five (5) feet.
5. **MAINTENANCE:** GRANTEE agrees that no other changes shall be made to the Easement other than routine maintenance, without prior written permission of the GRANTOR, other than what's permitted or is necessary for the purpose of the Easement.
6. **RESTORATION:** GRANTEE agrees to return and restore the surface of the land to as near the same condition as prior to construction as is practicable, before vacating the Easement Property at the termination of this Agreement.
7. **INDEMNIFICATION:** GRANTEE agrees on its behalf and that of any successors or assigns to hold harmless, defend and indemnify GRANTOR, its officers, agents and employees, from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments, including, without limitation, attorney's fees and costs of any kind allegedly arising directly or indirectly from (a) any negligent act by, omission by, or negligence of GRANTEE or its contractors, or the officers, agents, or employees of either, while on or about Easement Property or allegedly resulting directly or indirectly from the installation, maintenance, operation, or removal of any equipment, machinery, facilities or structures authorized under this Easement; (b) any accident, injury to or death to GRANTEE or its contractors or any officers, agents or employees of either of them while on or about the Easement Property; (c) injuries or damages to real or personal property and/or persons allegedly resulting directly or indirectly from the negligent installation, maintenance, persons, or removal of any equipment, machinery, facilities or structures authorized under this easement; (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by GRANTEE or its contractors or the officers, agents, or employees of either, under, on or about the above described property subject to this easement or into the environment. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, such indemnification shall exclude any such liability to the extent caused by the negligence or willful misconduct of GRANTOR, its officers, agents and employees while acting within the scope of their employment.
8. **INSURANCE:** GRANTEE shall obtain and maintain insurance at all times during this Easement, from the date of possession of the easement property, and prior to the GRANTEE entering the premises, until termination of this Easement; the required insurance coverage with minimum limits is as follows, unless GRANTEE is subject to the Governmental Tort Claims Act.

<u>Coverage:</u>	<u>Limits:</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000 each accident \$500,000 Disease each employee \$500,000 Disease policy limit
Commercial General Liability (Including Products-Completed Operations, Contractual Liability, Personal & Advertising Injury)	\$10,000,000 each occurrence
Automobile Liability (Any Auto)	\$5,000,000 combined single limit each accident
Pollution Legal Liability	\$25,000,000 per pollution condition

Each insurance policy shall include a clause that states a 30-day notice of cancellation will be sent to the State of Oklahoma, OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, any time the policy is subject to cancellation by the insurance carrier. Required insurance shall be written on a form acceptable to the GRANTOR, and shall be underwritten by an insurance carrier with A.M. Best rating of A- or better.

As proof of insurance required, GRANTEE shall cause a certificate of insurance to be issued to the State of Oklahoma, OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES at the inception of this agreement showing the State of Oklahoma, OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES as the certificate holder and upon renewal of any required insurance policy during the entire term of the agreement.

Any combination of primary and excess insurance may be used to satisfy the limits of coverage for Commercial General Liability and Auto Liability.

Should GRANTEE subcontract any work under this agreement to any other party, each subcontractor shall be subject to all of the insurance requirements of this agreement and shall be required to provide proof thereof to the State of Oklahoma, OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES.

9. **NO WARRANTIES:** The GRANTOR makes no representations or warranties of any kind in connection with this Easement. The GRANTEE acknowledges their inspection of the Property and is aware of all conditions thereon and hereby accepts the Property in its current condition – "as is". This grant is subject to all existing conditions, restrictions, reservations, easements, servitudes and right of ways of record.
10. **ASSIGNMENT:** GRANTEE may not assign, or transfer, the Easement, nor permit any third parties to occupy the Property or any structures on the EASEMENT Property without prior written consent from the GRANTOR.
11. **APPLICABLE LAW:** This Easement shall supersede any and all previous agreements whether oral or written and shall be governed by the laws of the State of Oklahoma.
12. **NON-WAIVER:** Failure of either GRANTOR or GRANTEE to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of the GRANTOR'S or GRANTEE'S right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.
13. **RECORDING:** GRANTEE shall execute and record this easement in the county clerk's office of Cleveland County, State of Oklahoma and provide a filed, stamped copy of said recorded easement to GRANTOR within thirty days after execution of easement, attention to: REAL ESTATE AND LEASING SERVICES, PO Box 53448, Oklahoma City, OK 73152.
14. **EXTENTION RENEWAL.** It is further agreed that the terms of this EASEMENT may be extended or renewed by the GRANTEE for a like term of years and for consideration paid to the GRANTOR based on the current fair market value at that time.
15. **ENTIRE AGREEMENT:** This Easement constitutes the sole and entire agreement of the parties and is binding upon the GRANTOR and the GRANTEE, their heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned has executed this easement this _____ day of _____, 20_____.

Melissa Milburn, Director, Real Estate and Leasing Services
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

STATE OF OKLAHOMA)
) ss
OKLAHOMA COUNTY)

Before me, _____ in and for this state, on this _____ day of _____, 20_____, personally appeared, **Melissa Milburn**, Director of Real Estate and Leasing Services, of the **OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

Date

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20_____.

City Attorney

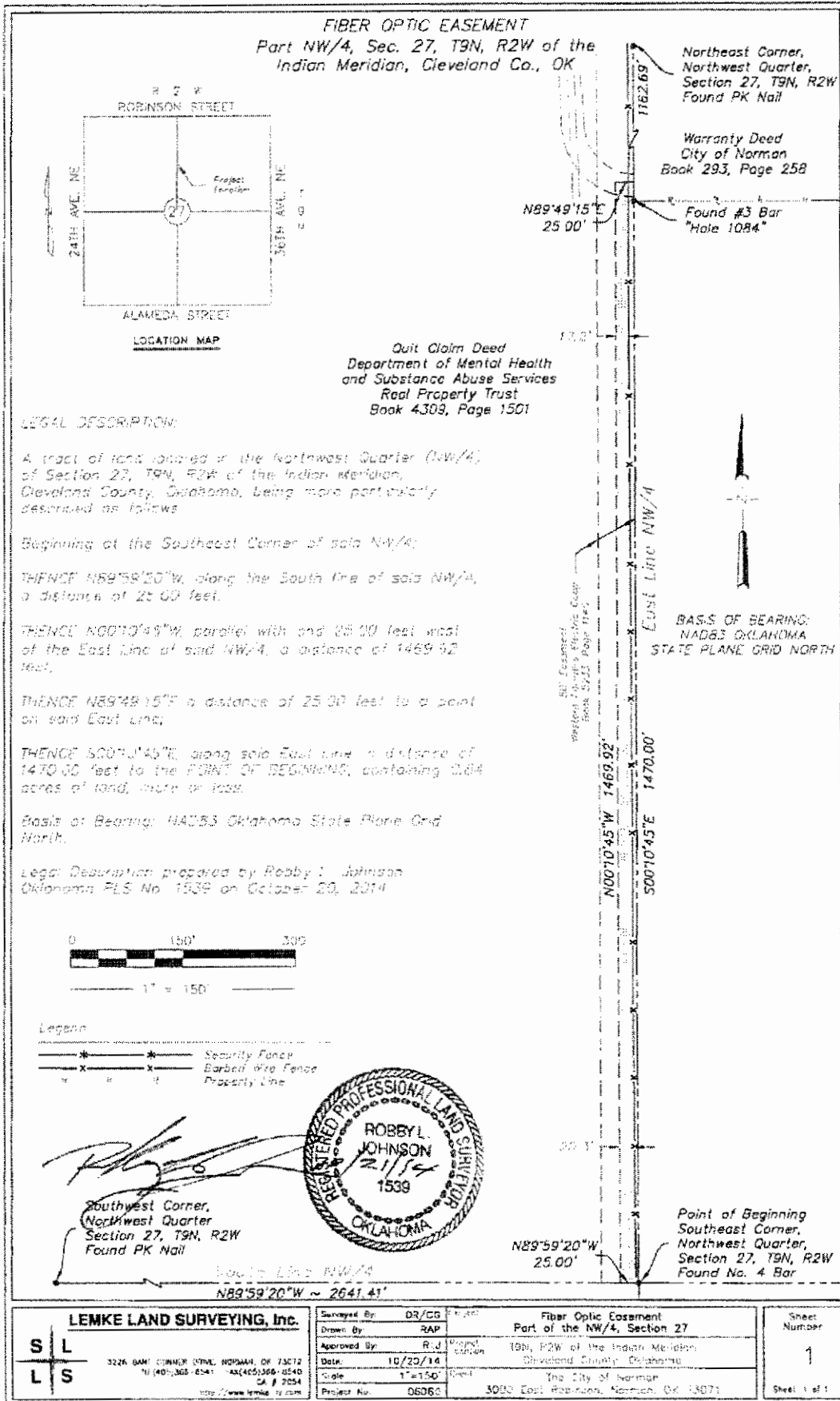
Approved by the City of Norman this _____ day of _____, 20_____.

ATTEST:

City Clerk

Mayor

Exhibit A



Real Estate & Leasing Services

MAR 20 2015

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