Outlook

RE: Purchase Agreement | W003770101 | Clinton City - Alley Property | TBD (seller) | Greenhaw (agent) | 114 - PSO-T (buyer) | TRID. 1053220 - 24-0237EH

From Kyle S Greenhaw <kgreenhaw@aep.com>
Date Fri 9/18/2026 4:07 PM
To Ryan Meacham <ryan@meachamlaw-ok.com>; Larry J Oden <ljoden@aep.com>; Gene McCullough <gene.mccullough@clintonok.gov>; Robert Johnston <robert.johnston@clintonok.gov>
Cc Kristina M Pilcher <kmspurlock@aep.com>

1 attachment (768 KB)
PSO - Clinton City Substation - Contract to Purchase an Easement(5148669.1).docx;

Ryan and Robert,

Please see the modified version of the contract reflecting PSOs intention of acquiring easement rights only.

Please review and provide any redlines or comments you would like. Thank you for your patience and understanding while we worked through this process.

AMERICAN ELECTRIC POWER

KYLE S GREENHAW | REAL ESTATE AGENT SR
KGREENHAW@AEP.COM | C:918.282.2177
9434 CEDAR LAKE AVENUE, OKLAHOMA CITY, OK 73114

From: Ryan Meacham <ryan@meachamlaw-ok.com>
Sent: Tuesday, July 14, 2026 8:33 AM
To: Kyle S Greenhaw <kgreenhaw@aep.com>; Larry J Oden <ljoden@aep.com>; Gene McCullough (Clinton Public Works Dir) <gene.mccullough@clintonok.gov>; Robert Johnston <robert.johnston@clintonok.gov>
Subject: [EXTERNAL] Re: Clinton City Easement Discussion

Kyle:

I'm tied up on Wednesday afternoon but I agree that an easement would be the most streamlined approach. As you noted, if the road is formally vacated, it will revert to the ownership of the adjacent landowners. Given that the street is an unimproved street, I believe that the franchise agreement probably provides sufficient authorization for its utilization PSO. That said, if PSO would like a formal easement I believe that the City can grant that interest.

Ryan A. Meacham, P.C.
807 Frisco Ave
Clinton, OK 73601

Phone: 580/323-4370
Fax: 580/323-4968

CONTRACT FOR THE SALE AND PURCHASE OF AN EASEMENT

This Contract for the Sale and Purchase of an Easement (this **"Contract"**) is by and between **CITY OF CLINTON, OKLAHOMA**, whose address is PO Box 1177, Clinton, Oklahoma 73601 (**"Seller"**) and **PUBLIC SERVICE COMPANY OF OKLAHOMA**, an Oklahoma corporation, whose address is 1 Riverside Plaza, Columbus, Ohio 43215-2373 (**"Buyer"**). Seller and Buyer hereby agree as follows:

1. Property to be Conveyed. Seller agrees to grant to Buyer (a) a permanent exclusive easement in approximately 0.21 acres of land, the same being a part of First Street (60' Right-of Way) between Blocks 13 and 14 of the original townsite of Clinton according to the plat recorded in Book 07, Page 491 of the deed records of Custer County, Oklahoma (D.R.C.C.O), the approximate location of which is shown in red on **Exhibit A**, attached hereto and made a part hereof (the **"Alley Property"**), and (b) a permanent easement and right of way in approximately 0.42 acres of land for transmission and distribution lines entering and exiting the Alley Property at the approximate location shown in yellow on **Exhibit A**, attached hereto and made a part hereof (the **"Utility Property"**). The form of Easement granting rights in the Alley Property and the Utility Property (collectively, the "**Premises**") is attached hereto as **Exhibit B** (the "**Easement**").

2. Purchase Price. The purchase price for the easement grant in the Alley Property shall be **ONE THOUSAND FOUR HUNDRED SEVENTY and 00/100 DOLLARS ($1,470.00).** The purchase price for the easement grant in the Utility Property shall be **TWO THOUSAND NINE HUNDRED FOURTY and 00/100 DOLLARS ($2,940.00)** (collectively, the **"Purchase Price"**). The Purchase Price shall be payable in the following manner:

(a) Buyer agrees to pay ONE THOUSAND AND 00/100 DOLLARS ($1,000.00) within ten (10) days following the Effective Date, as earnest money (the **"Deposit"**), to be deposited with a title company that Buyer selects, to serve as escrow agent for this transaction (**"Escrow Agent"**), which shall be credited to the Purchase Price at Closing.

(b) Buyer shall pay the balance of the Purchase Price by check or wire transfer upon delivery of the Deed at Closing.

3. Due Diligence Review. During the Due Diligence Period, Buyer and its agents shall have the right to enter the Premises at reasonable times to survey and inspect the Premises, as Buyer may deem necessary or advisable to determine the suitability of the Premises for Buyer's intended purposes. The **"Due Diligence Period"** shall commence on the Effective Date of this Contract and shall terminate one hundred eighty (180) days thereafter. During the Due Diligence Period, Buyer shall be entitled to conduct the following:

(a) Title Examination. Buyer shall be responsible for selecting the Escrow Agent, conducting and paying for any examination of the title to the Premises, as Buyer deems appropriate.

i. Upon execution of this Contract, Seller agrees to provide Buyer with copies of any existing abstracts of title, title commitments, or title insurance policies Seller may have

relating to the Premises. **If the Premises is subject to a Mortgage, Deed of Trust, Lease or Easement for the generation of solar or wind energy, Seller shall advise Buyer of the encumbrance and cooperate in obtaining a Release or Partial Release of the Premises from the Mortgage, Deed of Trust, Lease or Easement.**

ii. If Buyer determines that title to the Premises contains encumbrances which are not acceptable to Buyer, then Buyer shall notify Seller within the Due Diligence Period, specifying the title issue(s) to which Buyer objects.

iii. If Buyer gives Seller such notice of objections, then Seller shall have a period of sixty (60) days to correct such issue(s) to Buyer's satisfaction.

iv. In the event Seller fails or refuses to correct such issue(s) to Buyer's satisfaction, Buyer, in its sole discretion, may terminate this Contract. In the event Buyer elects to terminate this Contract, Buyer shall be entitled to receive a prompt refund of the Deposit.

v. If Buyer fails to notify Seller within the Due Diligence Period of any objections to title, then Buyer shall be deemed to have waived any objections and to accept title to the Premises.

(b) Environmental, Surveys & Tests. During the Due Diligence Period, Buyer and Buyer's agents shall have the right to enter upon the Premises to make and conduct such environmental assessments, site surveys, inspections and other engineering and environmental tests on the Premises as Buyer deems necessary, including without limitation, the right to make land and topographical surveys, core drillings, soil and water tests, engineering tests and communication studies.

i. The cost of such assessments, surveys, inspections, and tests shall be borne solely by Buyer.

ii. Buyer agrees to indemnify and hold Seller harmless from any and all loss, liability, claims and expense (including reasonable attorney's fees) arising out of the acts of Buyer or its designees on the Premises, except for matters relating to any pre-existing condition on the Premises.

iii. If Buyer, in its sole discretion, determines that the Premises are not suited to use for Buyer's purposes, then Buyer may terminate this Contact. In the event Buyer elects to terminate this Contract, Buyer shall be entitled to receive a prompt refund of the Deposit.

iv. If Buyer does not purchase the easement grant in the Premises, Buyer shall, at its election, either repair any physical damage caused by such surveys and tests or pay to Seller the amount of said damage.

(c) Governmental Approvals. In the event Buyer determines that it must secure a zoning change or other governmental or regulatory approval to use the Premises for Buyer's intended purpose, Seller agrees to cooperate with Buyer in obtaining such approval, as required.

i. Buyer will prepare at Buyer's expense any required governmental application for Seller's signature. Buyer will submit the application to the applicable authority and pay any submittal or application fees.

ii. Seller agrees to attend, with Buyer, if requested, any hearings related to the application/request.

iii. In the event the governmental application process is not completed to Buyer's satisfaction prior to Closing, the closing on the Premises will be extended for a reasonable period of time until application for the Premises is approved.

iv. In the event Buyer cannot obtain a required approval of the Premises in a timely manner, or on terms that are reasonably acceptable to Buyer, Buyer, at its option, may elect to terminate this Contract, and Buyer shall be entitled to a prompt refund of the Deposit.

(d) Board Approval. Buyer's obligation to purchase an easement right in the Premises is expressly subject to the approval of Buyer's Board of Directors. In the event Buyer does not obtain such Board approval, Buyer may terminate this Contract, and all parties shall be relieved from any further obligations hereunder.

4. Default. If this Contract is terminated or canceled pursuant to Paragraph 4, Due Diligence Review or 10, Risk of Loss hereof, this Contract shall be null and void, and the Deposit shall be refunded promptly and all parties shall be relieved from any further obligation hereunder. If Buyer fails to close for any reason other than those provided for under Paragraph 4 or 10 hereof, then Seller shall be entitled to retain the Deposit as liquidated damages, thereby releasing both parties from any further obligation under this Contract. Seller and Buyer have made this provision for liquidated damages because it would be difficult to calculate the amount of actual damages for such default and Seller and Buyer agree that said amount represents reasonable compensation to Seller for such default.

5. Conveyance. Rights to the Premises shall be conveyed by Seller to Buyer at Closing, or thereafter as the discretion of Buyer, by executing the Easement.

Seller agrees to execute customary closing affidavits and documents and provide all necessary information as required by the Escrow Agent for the closing of this transaction and that will enable the Escrow Agent to delete the standard exceptions to title from the title commitment.

6. Closing. The date for delivery of the Easement and the closing of this transaction shall be tentatively set as two hundred ten days (210) from the Effective Date, or at such other date as may be agreed upon in writing by the parties (the **"Closing"**). The Closing shall be held at a place mutually agreeable to the parties.

7. Environmental. Seller represents to Buyer that, to the best of Seller's knowledge, information and belief that: (a) the Premises does not contain, and at no time has contained, any underground storage tanks; (b) no hazardous substances have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in, or located on the

Premises in violation of any environmental laws, nor has any activity been undertaken on the Premises that would cause or contribute to the Premises becoming a treatment, storage or disposal facility within the meaning of any environmental law; (c) no part of the Premises is presently being used, nor at any time in the past has been used as a dump or other waste disposal site or for the purpose of holding or storing hazardous substances; and (d) there are no hazardous wastes or deposits stored or buried thereon or therein. Buyer acknowledges that Buyer will conduct or has conducted its own inspection of the Premises and is relying solely upon such inspection to determine the condition of the Premises. The Premises shall be delivered at Closing in substantially the same condition as it was as of the Effective Date of this Contract.

8. Escrow. Buyer and Seller hereby agree that:

(a) The terms contained in Paragraph 4 Default of this Contract shall govern the actions of the Escrow Agent and the disposition of the funds held in escrow.

(b) The Escrow Agent shall incur no liability whatsoever in connection with its good faith performance hereunder. Escrow Agent shall be liable only for loss or damage caused directly by its acts of negligence or intentional misconduct.

(c) In the event of any disagreement or dispute between the parties as to the terms of escrow, the Escrow Agent may refuse to comply with said instructions and/or claims until: (i) the dispute has been settled between the parties and joint, written instructions are delivered to Escrow Agent by the parties, or (ii) the dispute has been settled by a court of competent jurisdiction.

9. Time of the Essence. Time is expressly declared to be of the essence in this transaction, unless the parties otherwise agree in writing.

10. Entire Agreement. The parties acknowledge and agree that this Contract constitutes their entire agreement and that no oral or implied agreement exists.

11. Survival of Representations and Warranties. This Contract shall be binding upon the parties and their respective heirs, legal representatives, successors and assigns, and the covenants contained herein shall survive the Closing of this transaction.

12. Broker's Fees or Commissions. Each party represents that no real estate broker, consultant, finder or like agent has an interest in this transaction. Each party shall indemnify and hold the other harmless from and against any and all claims whatsoever arising out of any claim by any broker, consultant, finder or like agent with whom the indemnifying party has dealt or negotiated.

13. Effective Date. The Effective Date of this Contract shall be the last date this Contract is signed by Buyer or Seller.

14. Notice. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing and shall be deemed given when: personally delivered; or when

deposited, U.S. certified mail, postage prepaid, return receipt requested; sent by overnight mail; or sent via email to the following:

To Buyer:	Public Service Company of Oklahoma Attn: Real Estate Asset Management 1 Riverside Plaza, 16th Floor Columbus, Ohio 43215 Phone: (614) 716-6837 Email: realestateassetmanagement@aep.com
With copy to:	Public Service Company of Oklahoma Kyle Greenhaw, Agent 212 S. 6th Street Tulsa, OK 74119 Phone: (918) 282-2177 Email: kgreenhaw@aep.com
To Seller:	City of Clinton, Oklahoma Attn: _____ PO Box 1177 Clinton, Oklahoma 73601 Phone: _____ E-mail: _____
Seller's Street Address:	City of Clinton, Oklahoma Attn: _____ _____ _____

15. Governing Law. This Contract shall be governed by the laws of the state of where the Premises is located.

16. Authority. The parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Contract according to its terms.

17. Confidentiality. For a period of twenty-four (24) months after the Effective Date of this Contract, Buyer and Seller agree that this Contract and its contents, including the amount of the Purchase Price, shall remain confidential and shall not be disclosed to any third party, without the prior written consent of the other party, except to (i) attorneys, accountants, financial advisors, tax professionals and/or other representatives retained by and working for party who have a legitimate need to know such information; (ii) a federal, state, or local governmental taxing or regulatory authority having jurisdiction; (iii) a party's management, officers, Board of Directors or affiliated companies; and/or (iv) as required by law or court order.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto as of the dates written below, to be effective as of the Effective Date.

CITY OF CLINTON, OKLAHOMA

By: _____

Name: _____

Title: _____

Date: _____

PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma corporation

By: _____
Leigh Anne Strahler
President and Chief Operating Officer

Date: _____

EXHIBIT A

The approximate location of the Premises is depicted below.

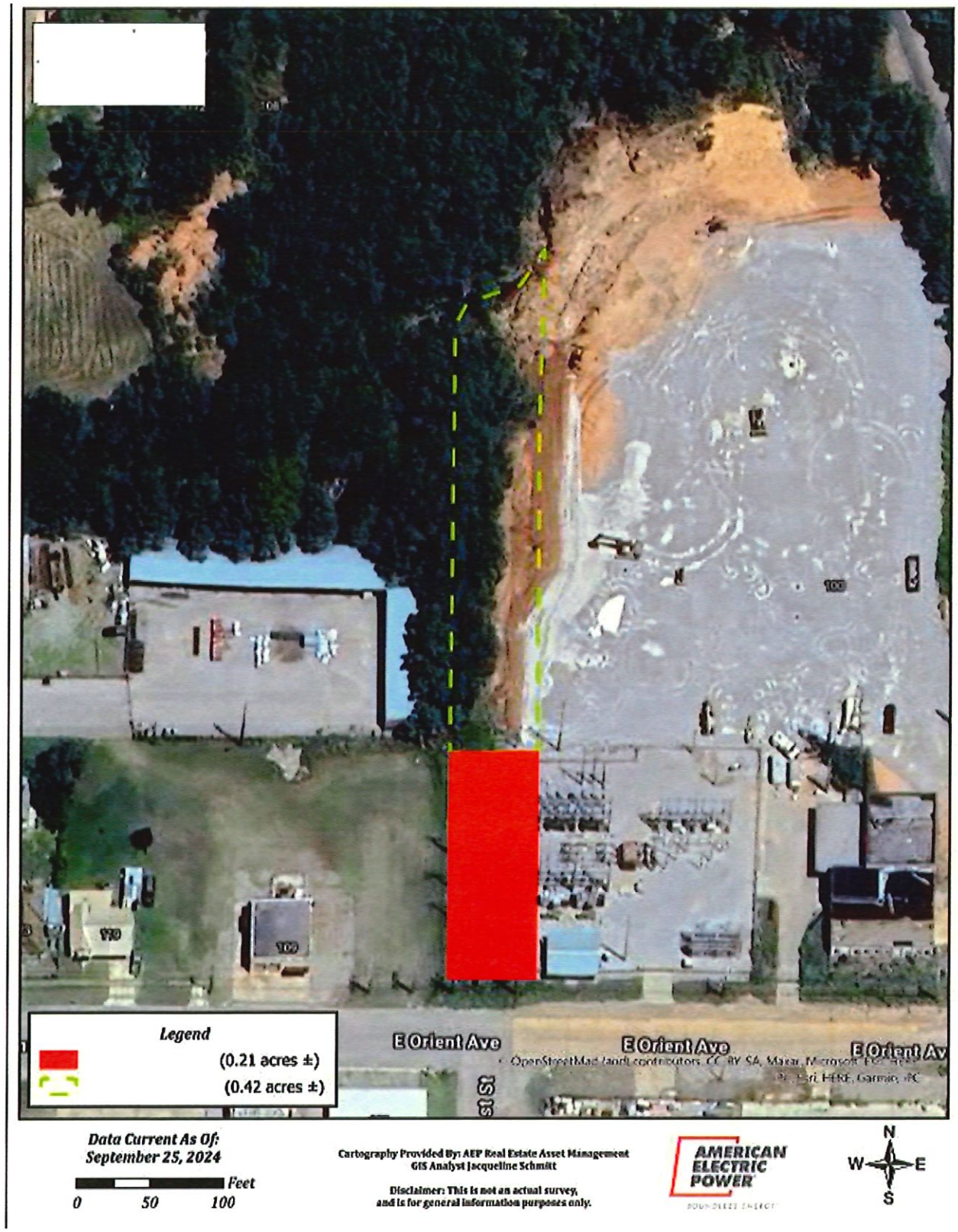


Exhibit B

Form of Easement and Right of Way

EASEMENT AND RIGHT OF WAY

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Clinton, Oklahoma**, whose address is PO Box 1177, Clinton, Oklahoma 73601 ("Grantor") hereby grants, sells and conveys unto **Public Service Company of Oklahoma**, an Oklahoma corporation, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("Grantee") the following easement rights (collectively, the "Easement Area"):

(i) a permanent and exclusive right of way and easement for electric substation purposes on, over, along, across and under that certain property located in Custer County, Oklahoma, as more particularly described and/or depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the "Substation Parcel"); and

(ii) a permanent and non-exclusive right of way and easement ____ feet wide for electric line purposes from the Substation Parcel on, over, along, across and under certain property, as more particularly described and/or depicted on **Exhibit A** (the "Line Easement").

Grantor claims title to the Easement Area by virtue of Dedication for the Town of Clinton, Volume 07, Page 491, recorded on June 6, 1910; in the Custer County Recorder's Office.

Grantor conveys all necessary and convenient rights for the use and enjoyment of the Easement Area, including the rights to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, protect, repair, remove, replace, upgrade, add to the number of and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, electric distribution substation facilities, electric line and communication facilities, including but not limited to conductors, wires, cables, crossarms, guys, anchors, supporting structures, conductors, transformers, circuit breakers, bus bars, grounding systems, foundations, and all other appurtenant and/or associated equipment and fixtures, as Grantee may deem appropriate for the above-stated purposes (collectively, the "Facilities").

Grantee may also perform any grading or filling within the Easement Area as is necessary for the operation of the substation and/or the Facilities. Grantor shall not access the Substation Parcel or otherwise conduct any activities within the Substation Parcel without the consent of Grantee. Grantor shall not interfere with lateral support of the Substation Parcel, or permit any construction or other activities outside of the Substation Parcel that would be inconsistent with Grantee's operation of an electric distribution substation. Grantee is granted the right, in Grantee's discretion, to fence the entire Substation Parcel or a portion thereof and to restrict all access thereto.

Grantee, its successors, assigns, lessees, service providers and licensees are granted the right of unobstructed access to, and ingress and egress on, over, under, across and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary to access the

Easement Area and access across the adjoining lands of Grantor by utilizing existing roads and driveways (except in an emergency situation that reasonably requires Grantee to have alternative ingress and egress rights), to the extent necessary to access the Easement Area for the above-referenced purposes and the right to do anything necessary, useful or convenient for the enjoyment of the easement herein granted, together with the privilege of removing at any time any or all of said facilities erected within the Easement Area.

Grantee is granted the right, in Grantee's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. Grantee shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of, Grantee's facilities or ingress or egress to, from or along the Easement Area.

Grantor reserves the right to use the roads and lands encumbered by the Line Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its successors, or assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, or permit any alteration of the ground elevation, over, or within the Easement Area. Grantee may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

Grantee agrees to repair or pay Grantor for actual damages to Grantor's lands and personal property caused by Grantee and sustained during construction and maintenance of Grantee's Facilities, if any.

Grantee agrees to indemnify and hold harmless Grantor against any and all suits, claims, losses and damages by reason of bodily injury, including death, to person or persons, or damage or destruction of property of any kind or character, including loss of use thereto, arising out of or resulting from any act of Grantee relating to the construction, maintenance, repair, or removal of the lines and facilities within the Easement Area.

The easement rights granted herein are permanent in nature. The failure of Grantee to exercise any of the rights granted hereby, in whole or in part, for any period of time shall not be deemed to constitute a waiver, release, abandonment or limitation of the easement, rights, privileges or authority granted herein. This instrument contains the complete agreement between Grantor and Grantee and no additional or different representation, promise or agreement, oral or otherwise, shall be binding on either Grantor or Grantee, with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this instrument and signed by both the Grantor and Grantee.

TO HAVE AND TO HOLD the above-described easement, rights and privileges unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, assigns, and legal representatives to warrant and forever defend, all and singular, the

easement, rights and privileges unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED to be effective as of the _____ day of _____, 2026.

GRANTOR
City of Clinton, Oklahoma

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of **City of Clinton, Oklahoma**, for and on behalf of the City.

_____
Notary Public

This instrument was prepared by: Mary F. Brenning, Senior Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, 29th Floor, Columbus, Ohio 43215

Exhibit A
(To Form of Easement and Right of Way)

The Easement Area