

Exhibit 15: State of Oklahoma, Choctaw Nation of Oklahoma, Chickasaw Nation, City of Oklahoma  
City Water Settlement

File No.  
Allottee:  
Parcel No.

AFTER RECORDING RETURN TO:  
City of Oklahoma City  
Office of City Clerk  
200 N. Walker Ave.  
Oklahoma City, OK 73102

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
CHICKASAW AGENCY

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Superintendent, Bureau of Indian Affairs, Department of the Interior, Chickasaw Agency, Ada, Oklahoma, hereinafter referred to as "Grantor" pursuant to the provisions of \_\_\_\_\_

in consideration of \$ \_\_\_\_\_  
and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant to THE CITY OF OKLAHOMA CITY, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", an easement for right-of-way for the following:

EASEMENT PURPOSES.

- a) For the permanent right to construct, reconstruct, maintain, repair, modify, expand, replace, remove, monitor, and operate public utility water pipelines within the Easement Area for the transportation of water and for public utility water pipeline purposes and to construct improvements related thereto, including but not limited to all the usual and customary associated facilities, connections and appurtenances thereto.
- b) for the permanent right to use, cross over, and through Grantor's property as a means of access, ingress and egress between the Easement Area and any other adjoining easement area involved in the Atoka Pipeline System.
- c) all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Easement Area, incidentally removed during the use of this Easement.
- d) the right to monitor by electronic and other means, including but not limited to the use of drones, other aerial or electronic monitoring, video or satellite, as well as other means of monitoring the Easement Area and surrounding areas of

the Grantor's property, whether on, above or below the surface, at all times during the term of this Easement, all subject to the terms and conditions set forth herein.

Said easement shall be over, under, across, and through the restricted interest in the following described land located in the County of Coal, State of Oklahoma, referred to as "Easement Area":

100 foot wide across the North half of the Southwest Quarter (SW/4) of Section Thirteen (13), Township One (1) North, Range Nine (9) East of the Indian Meridian, same being 50 feet on either side of the following described center line: Beginning at a point on the East line of the North half of the Southwest Quarter (SW/4) of said Section Thirteen (13), said point being North 00°58'09" West 480 feet from the Southeast corner of said North half of Southwest Quarter (SW/4); THENCE North 47°03'33" West, a distance of 1199.27 feet to a point on the North line of the North half of the Southwest Quarter (SW/4), said point being South 88°42'10" West, 864 feet from the Northeast corner of the North half of the Southwest Quarter (SW/4).

#### CULTURAL FINDINGS.

- a. Should any previously unrecorded and/or previously undetected cultural material be discovered during any construction operation on the Easement Area, all work shall be stopped in the immediate area of the exposed resources, which shall then be clearly marked. Grantee may proceed with its work outside of that immediate area, but shall suspend work within the marked area. In such an event, the Grantee will immediately notify the BIA and the Chickasaw Tribe to arrange for an immediate on-site inspection to determine the significance and disposition of the cultural remains identified, and verify if, in fact, they are cultural remains.
- b. If it is determined that the material found is in fact cultural material, then the BIA and the Chickasaw Tribe shall give Grantee written notice within ten (10) calendar days of the exact location to be protected, the nature or description of the cultural finding (e.g., burial site, other...), and how they intend to proceed and appropriate disposition. Absent written objection from the USA or the Tribe to the Grantee prior thereto, Grantee may resume work after thirty (30) calendar days after such notice to the BIA and the Chickasaw Tribe of the discovery of the material.
- c. Grantee will make a reasonable effort to protect the items discovered or hire a competent company to remove and then relocate the items to a location approved by the BIA or Chickasaw Tribe.

TERM OF EASEMENT. The Easement described herein is intended to be permanent, except and unless it permanently ceases to be used for the purposes described herein, and shall remain in full force and effect provided that said Easement shall be terminable in whole or in part by the

Grantee for any of the following causes upon 30 days written notice and failure to correct the basis for termination:

- a. Failure to comply with any term or condition of the grant or the applicable regulations.
- b. A non-use of the Easement for any consecutive two-year period (for the purpose for which it was granted), except and unless such use was interrupted under circumstances where Grantee intends and demonstrates its intent to resume and continue the use of the Easement for the purposes defined herein. Such period of non-use may be extended in the event a longer period of time is reasonably required in order to re-establish the use for the purposes described herein if such use was interrupted as a result of natural disaster, force majeure, acts of God, acts of war, terrorism or vandalism, provided that in good faith Grantee takes reasonable measures of due diligence and continues to pursue same to do those things necessary to reconstruct and/or re-establish the improvements to be able to function as the improvements did prior to the interruption, and resume the use of the Easement for the purposes described herein.
- c. A complete abandonment of the Easement, as evidenced by the written notice by Grantee to Grantor as to same.
- d. Any attempts of the Grantee to convey to another entity or person any right or claim to utilize the subject Easement or rights hereunder for any purpose separate and distinct from the purposes described herein, without the prior written consent of Grantor.

The terms and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantor and of the Grantee.

IN WITNESS WHEREOF, GRANTOR has executed this grant of easement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

UNITED STATES OF AMERICA

By: DRAFT  
Superintendent, Chickasaw Agency,  
Eastern Oklahoma Region,  
Bureau of Indian Affairs,  
Department of Interior



SCALE: 1" = 1000'

# ATOKA WATER LINE EASEMENT

SHEET 1 OF 3

LEGAL DESCRIPTION  
PORTION OF N/2 OF SW/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, INDIAN MERIDIAN, COAL COUNTY, OKLAHOMA

## BROOKS LAND SURVEYING AND MAPPING, INC.

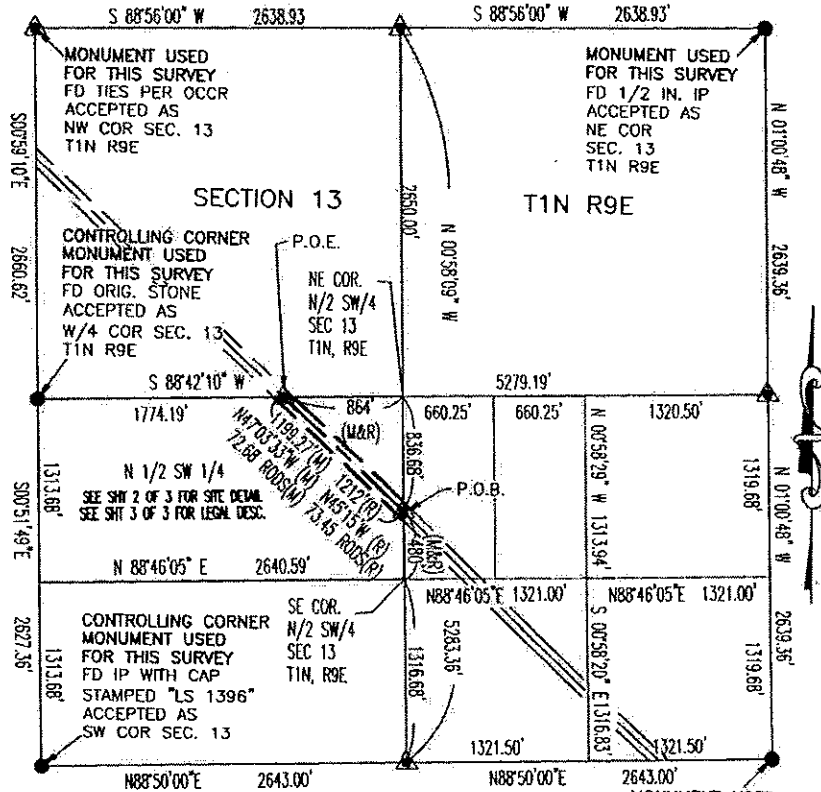
811 LAKE SHORE DRIVE  
PHONE: (580) 745-9190

DURANT, OKLAHOMA 74701  
FAX: (580) 745-9109

### BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED UPON  
THE WEST LINE OF THE SW/4 OF SECTION 13,  
T1N, R9E, I.M. AS HAVING A TRUE BEARING OF  
S00°15'49"E DERIVED FROM GPS OBSERVATIONS.

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 4450  
EXPIRES: JUNE 30, 2016  
DATE OF LAST SITE VISIT: 06/29/2015



### LEGEND:

- FD MONUMENT AS SHOWN SET 3/8" IRON PIN W/CAP STAMPED "BROOKS CA 4450"
- ▲ MEASURED BEARING AND DISTANCES AS SHOWN
- (M) RECORD BEARING AND DISTANCES PER EASEMENT NO. 46 FILED IN BOOK 255 PG. 73, RECORDS OF COAL COUNTY

MONUMENT USED FOR THIS SURVEY  
FD IP WITH YELLOW CAP ACCEPTED AS SE COR SEC. 13 T1N R9E



I, WM. ALAN BROOKS, PLS 1593, PROFESSIONAL LAND SURVEYOR OF THE STATE OF OKLAHOMA, CERTIFIES THAT THE ABOVE PLAT SHOWS THE LOCATION OF A PUBLIC RIGHT-OF-WAY AS DESCRIBED ON SHEET 3 OF 3 AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND THAT SAID RIGHT-OF-WAY IS LOCATED AS SHOWN THIS 27TH DAY OF AUGUST, 2015.

AND THAT THIS MAP HAS BEEN PREPARED TO BE FILED FOR THE APPROVAL OF THE SECRETARY OF THE INTERIOR OR HIS DULY AUTHORIZED REPRESENTATIVE.

PREPARED UNDER THE SUPERVISION OF:

*Wm. Alan Brooks* 8/10/2015  
DATE

WM. ALAN BROOKS  
P.L.S. NO. 1593  
REG. EXP. 09/30/15  
BLSM JN: 15-039

STATE OF OKLAHOMA

SS

COUNTY OF BRYAN

Before me, the undersigned, a notary public in and for said county and state on the 10th day of September, 2015, personally appeared Wm. Alan Brooks

to me known to be the identical person who the name of the maker thereof to the foregoing instrument as its president, and duly acknowledged to me that he executed the same as his free and voluntary act and deed of such partnership for the uses and purposes therein set forth. Given under my hand and seal the day and year last written above.

My Commission Expires: 01-20-2017  
Date

Notary Public



SCALE: 1" = 400'

# ATOKA WATER LINE EASEMENT

SHEET 2 OF 3

## LEGAL DESCRIPTION

PORTION OF N/2 OF SW/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, INDIAN HERBMAN, COAL COUNTY, OKLAHOMA

## BROOKS LAND SURVEYING AND MAPPING, INC.

811 LAKE SHORE DRIVE  
DURANT, OKLAHOMA 74701  
PHONE: (580) 745-9190

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 4450

EXPIRES: JUNE 30, 2016

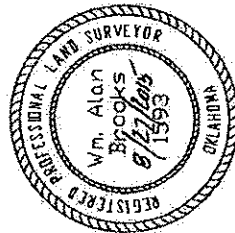
DATE OF LAST SITE VISIT: 06/29/2015

## LEGEND:

- FD MONUMENT AS SHOWN
- ▲ SET 3/8" IRON PIN W/CAP  
STAMPED "BROOKS CA 4450"
- (M) MEASURED BEARING AND  
DISTANCES AS SHOWN
- (R) RECORD BEARING AND  
DISTANCES PER EASEMENT NO. 46  
FILED IN BOOK 235 PG. 73,  
RECORDS OF COAL COUNTY.

**BASIS OF BEARINGS:**  
BEARINGS SHOWN HEREON ARE BASED UPON  
THE WEST LINE OF THE SW/4 OF SECTION 13,  
T1N, R9E, I.M. AS HAVING A TRUE BEARING OF  
S00°15'49" E DERIVED FROM GPS OBSERVATIONS.

**CONTROLLING CORNER  
MONUMENT USED  
FOR THIS SURVEY**  
FD ORIG. STONE  
ACCEPTED AS  
W/4 COR SEC. 13  
T1N R9E

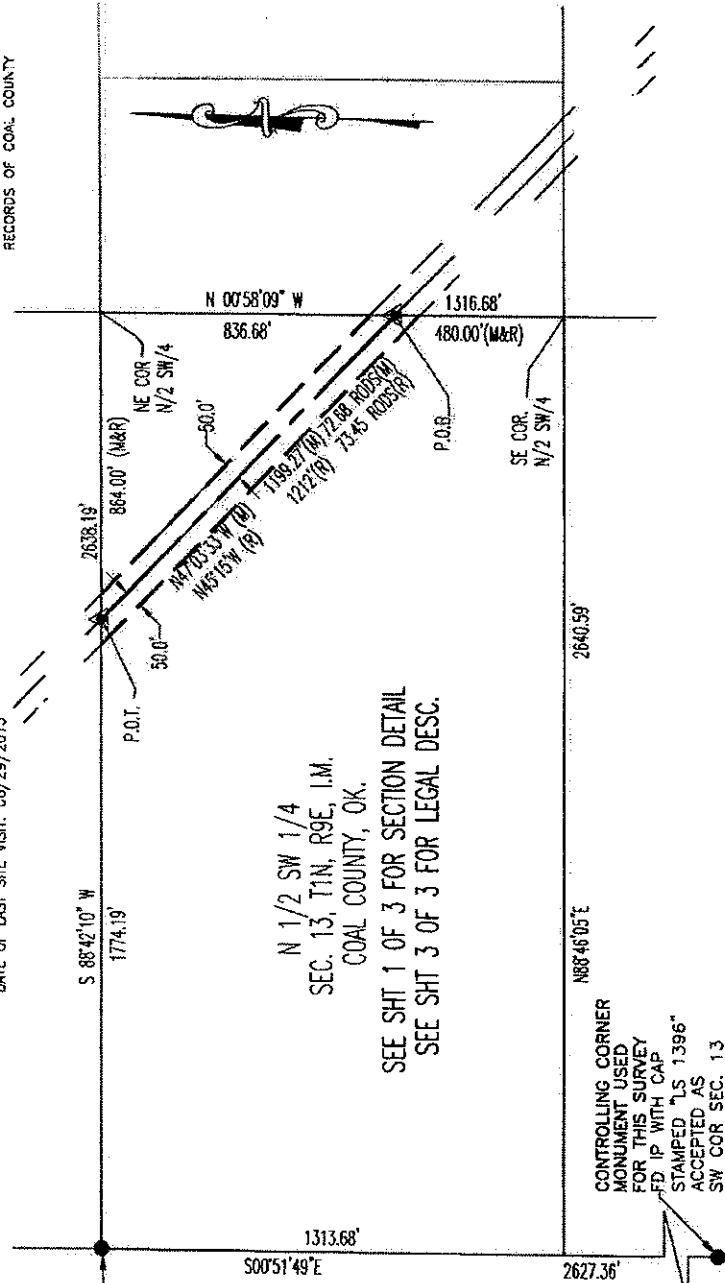


I, Wm. ALON BROOKS, PLS. 1593, PROFESSIONAL LAND  
SURVEYOR OF THE STATE OF OKLAHOMA, CERTIFIES THAT  
THE ABOVE PLAT SHOWS THE LOCATION OF A PUBLIC  
RIGHT-OF-WAY AS DESCRIBED ON SHEET 3 OF 3 AND  
THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND  
THAT SAID RIGHT-OF-WAY IS LOCATED AS SHOWN THIS  
27TH DAY OF AUGUST, 2015.

AND THAT THIS MAP HAS BEEN PREPARED TO BE FILED  
FOR THE APPROVAL OF THE SECRETARY OF THE INTERIOR  
OR HIS DULY AUTHORIZED REPRESENTATIVE.  
PREPARED UNDER THE SUPERVISION OF:

*Wm. Alon Brooks* *8/29/15*  
DATE

Wm. ALON BROOKS  
P.L.S. NO. 1593  
REG. EX. 08/10/15  
BLSM Jtr. 15-039



N 1/2 SW 1/4  
SEC. 13, T1N, R9E, I.M.  
COAL COUNTY, OK.  
SEE SHT 1 OF 3 FOR SECTION DETAIL  
SEE SHT 3 OF 3 FOR LEGAL DESC.

**CONTROLLING CORNER  
MONUMENT USED  
FOR THIS SURVEY**  
FD IP WITH CAP  
STAMPED "LS 1396"  
ACCEPTED AS  
SW COR SEC. 13

# ATOKA WATER LINE EASEMENT

SHEET 3 OF 3

LEGAL DESCRIPTION  
PORTION OF N/2 OF SW/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, INDIAN MERIDIAN, COAL COUNTY, OKLAHOMA

## BROOKS LAND SURVEYING AND MAPPING, INC.

811 LAKE SHORE DRIVE  
PHONE: (580) 745-9190

DURANT, OKLAHOMA 74701  
FAX: (580) 745-9109

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 4450  
EXPIRES: JUNE 30, 2016  
DATE OF LAST SITE VISIT: 06/29/2015

### RECORD LEGAL DESCRIPTION:

EASEMENT NO. 46 PER EASEMENT DEED FILED IN BOOK 255 PAGE 73,  
RECORDS OF COAL COUNTY, OKLAHOMA

A PERMANENT EASEMENT 100 FOOT WIDE ACROSS N1/2 SW1/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, SAME BEING 50 FEET ON EITHER SIDE OF  
THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE N1/2 SW1/4 OF SAID SECTION 13,  
SAID POINT BEING 480 FEET NORTH OF THE SOUTHEAST CORNER OF THE N1/2 SW1/4  
OF SAID SECTION 13;  
THENCE NORTH 45°15' WEST, A DISTANCE OF 1212 FEET TO A POINT ON THE NORTH LINE  
OF THE N1/2 SW1/4 OF SAID SECTION 13, SAID POINT BEING 864 FEET WEST OF THE  
NORTHEAST CORNER OF THE N1/2 SW1/4 OF SAID SECTION 13.

### MEASURED LEGAL DESCRIPTION:

A PERMANENT EASEMENT 100 FOOT WIDE ACROSS N1/2 SW1/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, SAME BEING 50 FEET ON EITHER SIDE OF  
THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE N1/2 SW1/4 OF SAID SECTION 13,  
SAID POINT BEING NORTH 00°58'09" WEST 480 FEET FROM THE SOUTHEAST CORNER OF  
SAID N1/2 SW1/4 OF SAID SECTION 13;  
THENCE NORTH 47°03'33" WEST, A DISTANCE OF 1199.27 FEET TO A POINT ON THE  
NORTH LINE OF THE N1/2 SW1/4 OF SAID SECTION 13, SAID POINT BEING  
SOUTH 88°42'10" WEST, 864 FEET FROM THE NORTHEAST CORNER OF THE N1/2 SW1/4  
OF SAID SECTION 13.

THE SIDELINES OF SAID TRACT TO BE SHORTENED OR LENGTHENED SO AS TO COMMENCE  
ON SAID EAST LINE OF N1/2 SW1/4 OF SAID SECTION 13, AND TERMINATE ON SAID  
NORTH LINE OF SAID N1/2 SW1/4;

SAID EASEMENT CONTAINS 119,927 S.F. OR 2.75 ACRES MORE OR LESS.  
SAID EASEMENT HAS A TOTAL LENGTH OF 72.68 RODS;

THE BASIS OF BEARINGS OF ABOVE EASEMENT IS THE WEST LINE OF SAID SW1/4 OF  
SECTION 13, TOWNSHIP 1 NORTH, RANGE 9 EAST HAVING A TRUE BEARING OF  
SOUTH 00°51'49" EAST AS DERIVED FROM GPS OBSERVATIONS;

THE ABOVE DESCRIPTION PREPARED BY BROOKS LAND SURVEYING AND MAPPING, INC.  
UNDER THE SUPERVISION OF WM. ALAN BROOKS, PLS 1593 MEETS THE MINIMUM STANDARDS  
FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA BOARD OF LICENSURE FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS.

SEE SH1 1 OF 3 FOR SECTION DETAIL  
SEE SH1 2 OF 3 FOR SITE DETAIL

*Wm. Alan Brooks* 8/29/2015  
WM. ALAN BROOKS  
P.L.S. NO. 1593  
REC. EXP. 09/30/15  
BLSM JK: 15-039

