

SPECIAL CAPITAL IMPROVEMENT PROGRAM COMMITTEE
MEETING AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

August 08, 2017 - 6:45 PM

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the February 23, 2016 meeting, as submitted.
2. Discussion and consideration of funding availability for Capital Improvement projects.
3. Discussion and consideration of entering into and approving an Agreement to perform traffic engineering services for the City of Midwest City in the amount of \$30,700 for the preparation of construction plans for the construction of traffic signals at Orchard/Douglas intersection and the Air Depot/railroad crossing (pedestrian).
4. Discussion and consideration of a request to fund the construction of approximately two hundred fifty feet of public drainage improvements in the 1300 block of Pineridge Road at the approximate amount of \$10,000 to serve properties located in the Pine Ridge and Three Oaks subdivisions located in Section 1, T11N, R2W, Midwest City.
5. Discussion and consideration of a request to fund the construction of approximately six hundred fifty feet of public drainage improvements in the 9000 block of S.E. 6th Street at the approximate amount of \$100,000 to serve properties located in the Kanaly's Douglas Boulevard Addition located in Section 1, T11N, R2W, Midwest City.
6. Discussion and consideration of a request to fund the construction of approximately one thousand feet of public drainage improvements and one thousand feet of public half street improvements along the western half of 900-1200 block of Caldwell Drive at the approximate amount of \$100,000 to serve properties located along Caldwell Drive located in Section 1, T11N, R2W, Midwest City.
7. Discussion and consideration of a request to fund the construction of approximately six hundred feet of public drainage improvements and three hundred and fifty feet of public half street improvements along the eastern half of 900-1000 block of Caldwell Drive at the approximate amount of \$180,000 to serve properties located along Caldwell Drive located in Section 1, T11N, R2W, Midwest City.

C. ADJOURNMENT.



DISCUSSION ITEMS



Notice of this special Midwest City Capital Improvements Program Committee meeting was filed with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 48 hours in advance of the meeting.

**MINUTES OF THE SPECIAL
CAPITAL IMPROVEMENTS PROGRAM COMMITTEE MEETING**

February 23, 2016 – 6:45 p.m.

This meeting was held in the Midwest City Council Chambers, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Chairman Jay Dee Collins; Committee members Daniel McClure Jr., Richard R. Rice, Rick Dawkins, James L. Ray, Christine Allen, Jeff Moore, Gary Bachman, and Floyd Wicker. Absent: none. Chairman Collins called the meeting to order at 7:09 p.m.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the August 25, 2015 meeting.** Motion was made by Rice, seconded by McClure, to approve the minutes, as submitted. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, Bachman, Wicker, and Chairman Collins. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of a request in the amount of \$200,000 to fund the construction of approximately 1,165 feet of public sanitary sewer main improvements along Sooner Road from S.E. 15th street to S.E. 12th Street, located in Section 4, T11N, R2W, Midwest City.** Motion was made by Wicker, seconded by Dawkins, to approve the request in the amount of \$165,000. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, Bachman, Wicker, and Chairman Collins. Nay: none. Absent: none. Motion carried.

Adjournment. There being no further business, motion was made by Ray, seconded by Wicker, to adjourn. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, Bachman, Wicker, and Chairman Collins. Nay: none. Absent: none. Motion carried. The meeting adjourned at 7:11 p.m.

JAY DEE COLLINS, Chairman



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1207 / Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

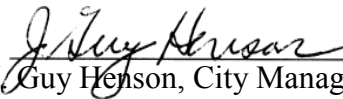
TO: Capital Improvements Committee

FROM: J. Guy Henson, City Manager

DATE: August 8, 2017

SUBJECT: Discussion and consideration of funding availability for Capital Improvement projects.

The primary source of funding for projects of this nature has been the 157 Fund – Capital Improvements. In the FY 2017-18 budget, there is approximately \$955,721 of unappropriated funds. Annual revenue into this account is approximately \$470,000.



J. Guy Henson, City Manager



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Capital Improvements Committee

FROM : Patrick Menefee, P.E., City Engineer

DATE : August 8th, 2017

SUBJECT : Discussion and consideration of entering into and approving an Agreement to perform traffic engineering services for the City of Midwest City in the amount of \$30,700 for the preparation of construction plans for the construction of traffic signals at Orchard/Douglas intersection and the Air Depot/railroad crossing (pedestrian).

The accompanying proposed agreement is for the engineered construction plans for the construction of signals at Orchard/Douglas intersection and the south Air Depot/railroad crossing (pedestrian). The plans will then be submitted to the ACOG STP-UZA program to be constructed using 100% Federal Funds. Both the Traffic and Safety Commission and the City Council have recommended approval.

The funds for the project would be taken from the 157 Capital Improvement Account.

Patrick Menefee, P.E.
City Engineer

Attachment

**SHORT FORM OF AGREEMENT BETWEEN
City of Midwest City and Lee Engineering, LLC
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2017 ("Effective Date") between The City of Midwest City ("Owner") and Lee Engineering, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Data collection of turning movement counts at S Douglas Blvd & Orchard Blvd and Traffic signal design at S Douglas Blvd & Orchard Blvd and Air Depot Blvd & Light Rail Drive ("Project").

Engineer's services under this Agreement are generally identified as follows: See Attached Exhibit A ("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: 75 calendar days after Notice to Proceed.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02a *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of \$26,700 for Tasks 1 through 3 (See Attached Exhibit A for tasks).
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: None
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

and

2.02b *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 3. The total compensation for Services and reimbursable expenses is estimated to be \$4,000 for services described in Task 4 (See Attached Exhibit A for tasks)

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its

consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. After project completion, the Owner shall retain all drawings, documents, study, and design related files.
- L. This Agreement is to be governed by the law of the state in which the Project is located.
- M. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Exhibit A Scope and Fee Proposal of provided services

Attachment A1: Project Location Map (Air Depot and Light Rail Drive)

Attachment A2: Project Location Map (Douglas Blvd and Orchard Blvd)

Attachment B: Sub consultant's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Midwest City

Engineer: Lee Engineering, LLC

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: J. T. Short
Print name: Joseph T. Short
Title: President
Date Signed: 7/20/17

Engineer License or Firm's Certificate No. :
CA No. 5816 Exp. 06/30/2019
State of: Oklahoma

Address for Owner's receipt of notices:
Brandon Bundy, PE
Assistant City Engineer
Community Development Department
City of Midwest City, OK
100 N. Midwest Blvd.
Midwest City, OK 73110
(405) 739-1213

Address for Engineer's receipt of notices:
Esther M. Shaw-Smith, PE, PTOE
Project Manager
Lee Engineering, LLC
1000 W. Wilshire Blvd.
Suite 403-E
Oklahoma City, OK 73116
(405) 384-5127

Lee Engineering
Terms and Conditions
May 11, 2017

NA
Slubm

Additional services as authorized by you will be performed at the following rates:

Principal	\$240.00/per hour
Senior Project Manager	\$205.00/per hour
Project Manager	\$170.00/per hour
Senior Program Manager	\$205.00/per hour
Program Manager	\$170.00/per hour
Senior Engineer	\$150.00/per hour
Project Engineer	\$130.00/per hour
Sr. Engineering Designer	\$115.00/per hour
Engineering Designer	\$ 95.00/per hour
Senior ITS System Designer	\$175.00/per hour
ITS System Designer	\$130.00/per hour
Senior Technician	\$100.00/per hour
Technician	\$ 60.00/per hour
Admin Assistant/Accountant	\$ 75.00/per hour
Secretarial	\$ 50.00/per hour
Intern	\$ 45.00/per hour
Highway travel	IRS Allowable Rate
Meals, lodging, air fares	out-of-pocket costs
Other Direct Expenses	at cost

TERMS AND CONDITIONS:

1. Invoices will be submitted monthly.
2. Invoices are due and payable when received.
3. Interest at the rate of 1.5% per month will be applied to invoices not paid within 30 days of initial billing date.
4. We reserve the right to cease work on delinquent accounts.
5. Contracting party is responsible for paying all fees and expenses associated with all activities related to an engagement. Credit will be given for payments received directly from clients of the contracting party or from others.
6. The retainer fee will be credited against fee with the final invoice.
7. In addition to invoices rendered and interest thereon, contracting party agrees to pay any and all legal fees and costs incurred in collecting overdue accounts.
8. Rates are subject to change annually. Work performed in subsequent years will be charged at the adjusted rates.
9. Draft reports are for review purposes only and are not to be released to any entity that is not party to this agreement.
10. Extra copies of reports will be billed at \$10.00 per copy.
11. All contracts shall be subject to the laws of the State of Arizona.

S:\standard rate2017.doc



1000 W. Wilshire Blvd, Suite 403-E
Oklahoma City, OK – 73116
Phone: 405.384.5127

June 30, 2017

Brandon Bundy, P.E.
Assistant City Engineer
Community Development Department
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

Re: Proposal for Turning Movement Counts at S. Douglas Blvd & Orchard Blvd and Traffic Signal Design at S. Douglas Blvd & Orchard Blvd and Air Depot Blvd & Light Rail in Midwest City, OK

Dear Mr. Bundy:

Lee Engineering, LLC (LEE) is pleased to submit this agreement to perform traffic engineering services for the City of Midwest City (Client). The services outlined below include the collection of turning movement counts at the intersection of S. Douglas Blvd. & Orchard Blvd. In addition this proposal also includes services to design a traffic signal installation at the intersection of S. Douglas Blvd & Orchard Blvd and a trail crossing pedestrian signal at Air Depot Blvd & Light Rail in Midwest City, OK.

Scope of Services

Task 1 – Data Collection

LEE will collect turning movement counts at the intersection of S. Douglas Blvd & Orchard Blvd using a camera that will determine number of cars, pedestrians, and bicycles at the intersection. Classification data will be used to determine percent of medium and heavy trucks. Counts will be collected for a 16-hour period from 5:00am to 9:00pm on a typical weekday. Counts will be taken during dry conditions and will only be performed while Midwest City Public Schools is in session.

Task 2 – Topographic Survey

A topographic survey of the following intersections will be performed:

1. S. Douglas Blvd & Orchard Blvd
2. Air Depot Blvd & Light Rail

Survey will be used to establish existing edge of roadway which will dictate placement of traffic signal poles and controller cabinet. The scope of services for the topographic survey shall include the following:

- Establish control using known primary control points or benchmarks. Permanent control points will be set outside the limits of construction and shall be 5/8" IR with plastic cap.
- Establish a reference base line along the centerline of the major roadway
- Obtain ground elevations and topography of all above ground features within the vicinity of the traffic signal installations. In general, this will include 200-ft along the centerline of each roadway from right-of-way to right-of-way.
- Provide survey shots for all pavement markings and signage.
- Approximately locate underground utilities and/or structures that may be within the limits of the project.
- Topographic survey will be made available in AutoCAD and PDF format.

Task 3 – Traffic Signal Installation Plans

LEE will follow the work items below in preparing design plans, specifications, and cost estimate data for the traffic signal installation at S. Douglas Blvd & Orchard Blvd and a trail crossing pedestrian signal installation at Air Depot Blvd & Light Rail.

Based on signal design plan requirements, our plans will illustrate the proposed signal equipment to be installed at the intersections including signal poles, traffic signal controller cabinet, electrical service, intersection pavement markings (stop bars and crosswalks only), signal heads, ground boxes, detectors or detection system, conduit, and signal cables and conductors.

- LEE will gather data from the Client and/or their representative on the existing and proposed configuration of the intersection and utilities in the area (electronic AutoCAD format). This data will include any proposed roadway or paving files for new development and trail, and existing and proposed right-of-way files. Based on the information provided we will prepare a signal design basemap for the intersection.
- LEE will coordinate with the City on the trail pedestrian crossing to ensure curb radii, sidewalk and wheelchair ramp configurations are appropriate for proper installation of new traffic signal equipment.
- LEE will meet with the Client and/or ODOT or their representatives to discuss any intersection specific concerns, as necessary.
- LEE will prepare all necessary plan sheets for construction of the proposed traffic signal and pedestrian signal installation. The plans will conform with and will utilize ODOT

design standards. It is our understanding these plans will be submitted in one bid package. These plan sheets will include:

1. Title Sheet
2. Pay Items, Quantities and Notes sheet
- 3-4. Signal Plan Layout Sheets
- 5-6. Signal Phase Diagram Sheets with timing information
- 7-8. Wiring Diagrams
- 9-10. Signing and Striping Layouts
- 11-12. Traffic Control Plan Sheets

A draft set of all plan sheets will be provided to the Client for 60% plan-in-hand (PIH) review. After review, LEE will incorporate any necessary changes and prepare 90% Final Review Plans. After review of the 90% Final Review Plans, LEE will produce, sign, and seal 100% final plan sheets (11X17 and full size) for letting.

- LEE will prepare required technical specifications and cost estimate data for the signal installation. We will identify and gather all applicable standards and special specifications required for the signal construction. Quantity estimates for all signal related bid items will be tabulated along with up-to-date unit costs. A draft set of specifications, bid items, and cost estimate data will be submitted to the Client with the 90% Final Review Plan submittal. Upon review, we will incorporate any necessary changes and produce final specifications, bid item list, and estimate data.

Task 4 – Bidding and Construction Phase Assistance

It is our understanding that these signals will be bid and let through the ODOT process and as such LEE will serve in a limited capacity during the bidding and construction phases of this project. The limit of LEE's involvement includes:

- Answering bidder's questions
- Issuing addendum related to the traffic portion of the project
- Providing technical interpretation of the traffic signal plans
- Review of the Contractor's shop drawings and submittals
- Preparing record drawings

ADDITIONAL SERVICES

Any additional services not directly outlined in the above tasks, will be performed on an hourly basis as an amendment to this agreement. No work on additional services will begin until a signed amendment has been received from the Client. A copy of our standard rates is attached for your reference. Specific items not included in this agreement are:

- Preparing ROW plans, plats, or exhibits
- Paving Plans
- Any traffic capacity or operational analysis
- Bid letting through MWC process
- Construction Inspection

FEE AND SCHEDULE

LEE will complete the work outlined in the scope of services above in accordance with the fee and schedule listed below.

Task	Description	Schedule	Basis of Payment	Fee
1	Data Collection (\$75/hr, 16 hours of data collected)	15 calendar days after NTP (MWC PSD in session)	Lump Sum	\$1,200
2	Topographic Survey	30 calendar days (can be concurrent with Task 1)	Lump Sum	\$4,500
3	Traffic Signal Design Plans	45 calendar days for 60% PIH after completion of Task 2	Lump Sum	\$21,000
4	Bidding & Construction Phase Assistance	Throughout Contract	Hourly (NTE)	\$4,000
TOTAL		75 calendar days		\$30,700

If you have any questions, please contact me at (405) 808-9424. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

Accepted By:



Esther M. Shaw-Smith, P.E.
Project Manager

City of Midwest City Date



June 30, 2017

Esther M. Shaw-Smith, PE, PTOE
Project Manager
Lee Engineering, LLC
1000 W Wilshire Boulevard, Suite 403-E
Oklahoma City, OK 73116

RE: Midwest City Intersection Surveys
Midwest City, OK

Dear Ms. Smith:

Pursuant to our conversation, Cowan Group Engineering, LLC (CGE) (Consultant) appreciates your interest in our professional services and welcomes the opportunity to present a proposal to you for the land survey services for the subject project. The following outlines general project data and detailed scope of services for the subject project:

GENERAL PROJECT DATA

Our proposal for services is based on the following site data:

- Project Name – Midwest City Intersection Surveys
- Project Location – Intersection of S. Douglas Blvd & Orchard Blvd; and Air Depot Blvd & Light Rail (Refer to Attachment “A1” & “A2”)
- Project Owner – City of Midwest City (Owner)
- Project Client – Lee Engineering, LLC (Client)
- Project Type – Land Survey

GENERAL CORRESPONDENCE & MEETINGS

- Client/Owner to deliver to Consultant all reports, drawings, sketches in electronic format, as applicable
- General correspondence & meetings with Client/Owner

BASIC SCOPE OF SERVICES

The basic scope of services includes the land survey for traffic signal improvements at the intersections of S Douglas Boulevard & Orchard Boulevard; and Air Depot Boulevard & Light Rail.

Task One – Land Survey

- Coordinate one (1) on-site kick-off review meeting with Client
- Survey extents for the project shall be according to Attachment “A1” & “A2”, approximately 200 feet along the centerline of each intersection roadway from right-of-way to right-of-way.

- Topographic Survey. Field survey of topographic features including: buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, pavement markings, and signage, etc.
- Scope includes horizontal control, vertical control, land ties according Oklahoma State Plane coordinate system and/or City of Midwest City land control. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates North Zone. Establish control using known primary control points or benchmarks. Permanent control points will be set outside the limits of construction and shall be 5/8" IR with plastic cap.
- Set and identify two (2) benchmarks relative to NAVD 88 for vertical control
- Research and secure property ownerships, right-of-way, and easements
- Contact and locate each privately owned Utility
- Provide Client with topographic survey in AutoCAD and/or PDF format

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B".

Additional services may include the following, but not limited to:

- Design or Construction Drawings
- Construction surveying Subsurface Geotechnical Investigation
- Utility relocation design coordination or construction drawings related to off-site
- Phase I environmental study and clearance
- Right of way or easement acquisitions
- ROW/Easement survey staking
- Permit fees for City, County or State
- Construction material testing
- Construction surveying
- Land Survey for record drawings

BASE CONTRACT FEE STRUCTURE (as outlined above)

ITEM	DESCRIPTION	FEE
	Basic Scope of Services	
1	Land Survey	4,500
	Total:	\$4,500

SCHEDULE

Upon Notice to Proceed field work can begin. Call OKIE requires a 48 hour notice before utilities can be marked. The survey will be sent within two (2) weeks of notice to proceed.

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)

COMPENSATION

For BASIC CONTRACT land survey services performed under this agreement, the Owner shall pay the Consultant **a lump sum fee amount of \$4,500.00** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Printing and deliverables will be considered as a Consultant direct expense and will be billed to you at the actual costs.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

- **Attachment "A1"** – Site Location - S. Douglas Blvd & Orchard Blvd
- **Attachment "A2"** – Site Location - Air Depot Blvd & Light Rail
- **Attachment "B"** – CGE 2017 Hourly Rate Schedule

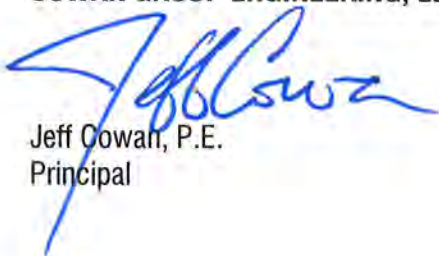
TERMS AND CONDITIONS

See Cowan Group Engineering, LLC's Mandatory STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES at <http://www.cowangroup.co/terms-conditions>

If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted. Should you have any questions, please do not hesitate to contact the undersigned or Mr. Justin Smith, PLS at 405.463.3369 or justin@cowangroup.co.

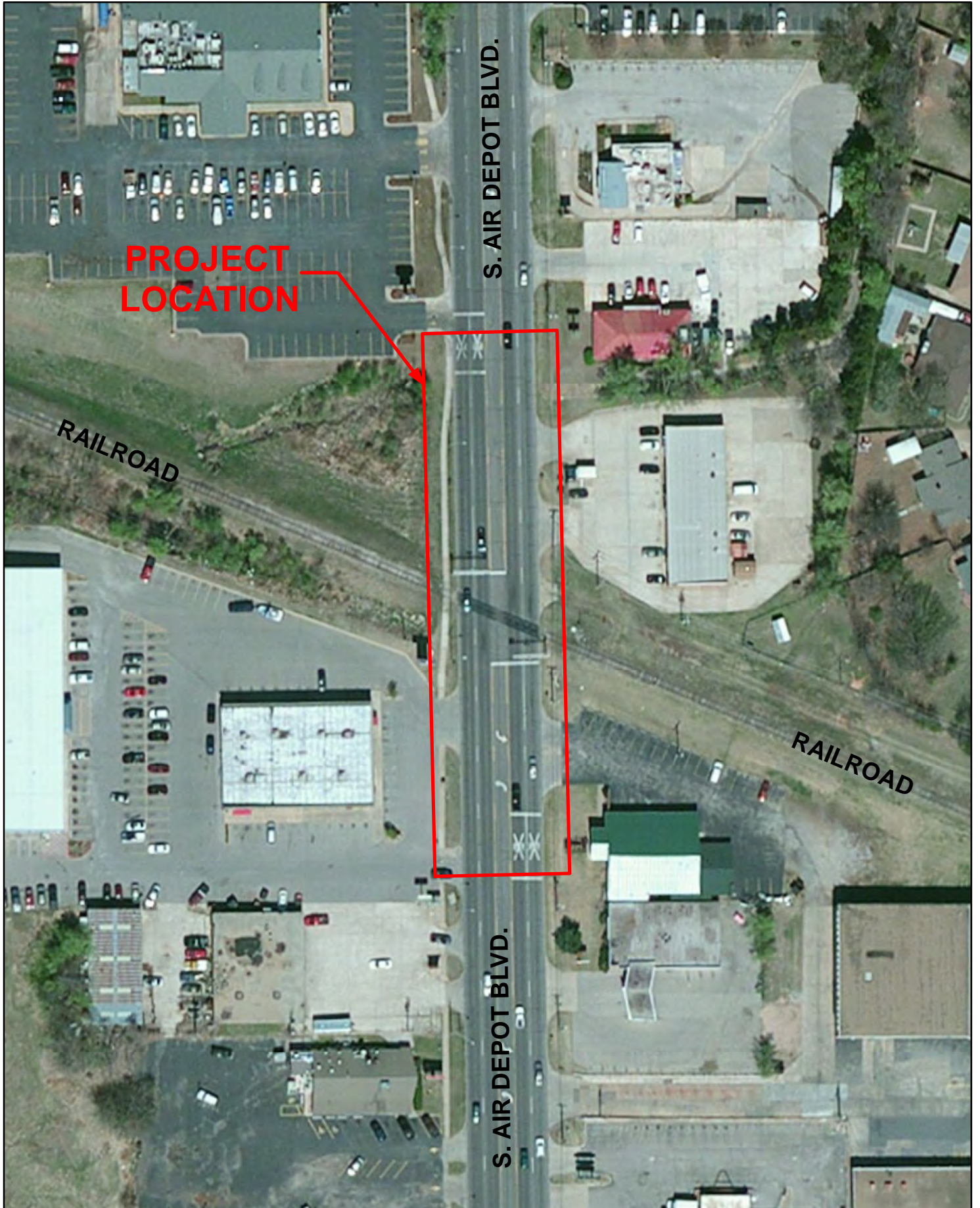
Sincerely,

COWAN GROUP ENGINEERING, LLC

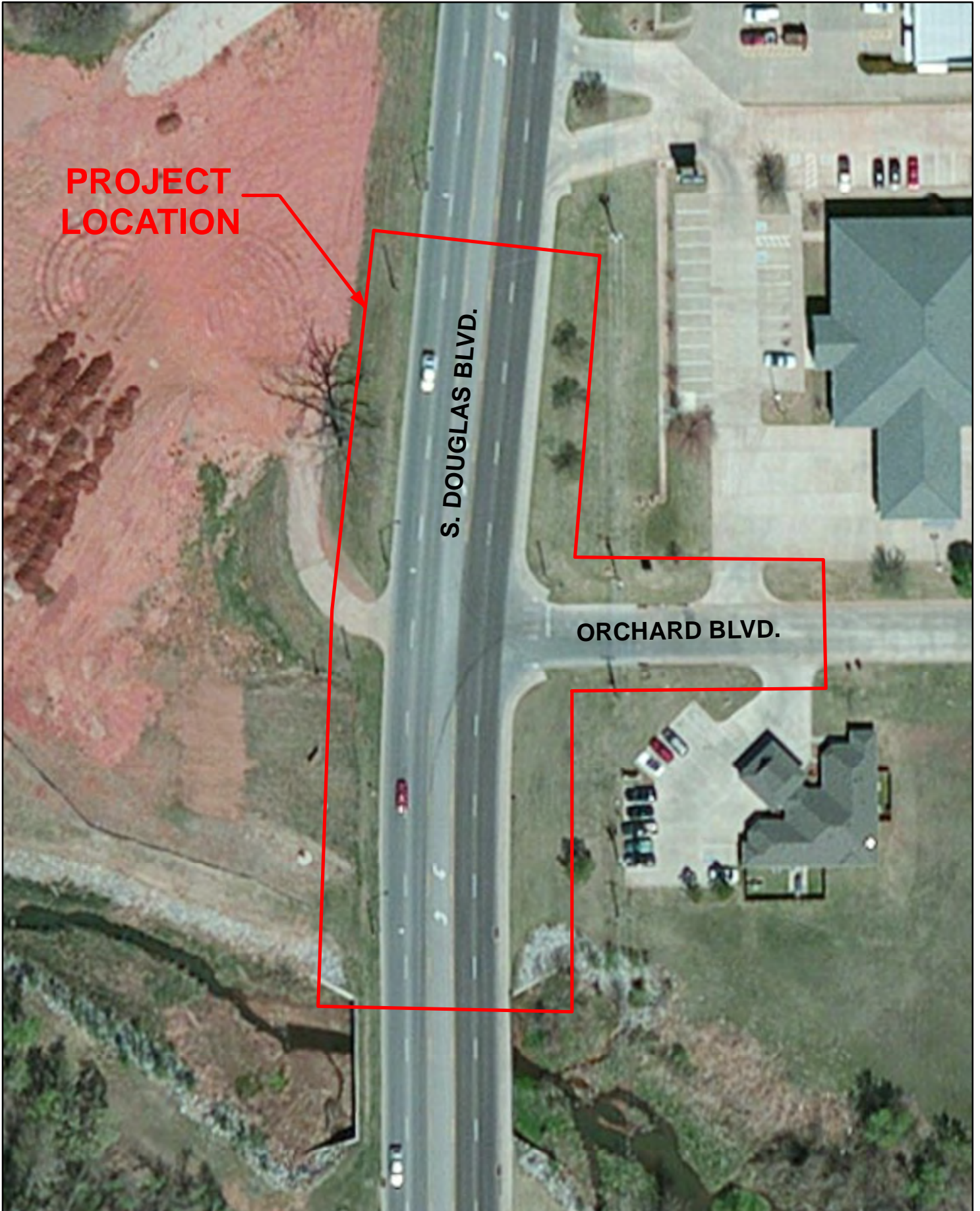


Jeff Cowan, P.E.
Principal

ATTACHMENT "A1"



ATTACHMENT "A2"



ATTACHMENT "B"



2017 Professional Hourly Rates

Professional Services

Principal	\$190.00
Associate	\$169.00
Client Manager	\$162.00
Project Manager	\$159.00
Project Engineer III	\$146.00
Project Engineer II	\$138.00
Project Engineer I	\$128.00
Engineer Level II	\$116.00
Engineer Level I	\$105.00
Engineering Technician II	\$99.00
Engineering Technician I	\$91.00
CAD Technician	\$82.00
Survey Manager	\$133.00
Survey Crew	\$165.00
Survey Crew - Scanner	\$255.00
Construction Services Administrator	\$125.00
Resident Project Representative II	\$98.00
Resident Project Representative I	\$90.00
Administrative	\$95.00
Clerical	\$65.00
Intern	\$45.00

Expenses:

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	IRS Allowable

The rates and expenses described may be revised annually



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Capital Improvements Committee

FROM : Patrick Menefee, P.E., City Engineer

DATE : August 8th, 2017

SUBJECT : Discussion and consideration of a request to fund the construction of approximately two hundred fifty feet of public drainage improvements in the 1300 block of Pineridge Road at the approximate amount of \$10,000 to serve properties located in the Pine Ridge and Three Oaks subdivisions located in Section 1, T11N, R2W, Midwest City.

The proposed item addresses an ongoing drainage problem affecting the properties located in the Pine Ridge and Three Oaks subdivisions. The 1305 Pineridge Road property is the focal point of overland drainage through the backyards of both this property and the adjacent properties located to the east. This drainage runoff collects along an existing brick fence on the north property line, directing the water west, causing erosion. Staff has had on site meetings with the citizens of the area of request, and has obtained a drainage easement allowing the city to address the problem by constructing a concrete flume drainage system. The improvement would begin along the above mentioned east property line and run west to drain into an existing flume, helping direct the water to Three Oaks Circle. The estimated cost to construct this drainage system is approximately \$10,000. If approved, city staff will design the improvement and will enter into an agreement with a local contractor to install the system.

The funds for the project would be taken from the 157 Capital Improvement Account.

Patrick Menefee, P.E.
City Engineer

Attachment

1300 Block Pineridge



1 in = 50 ft

when printed actual size
on 11"x17" paper

DISCLAIMER
This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Capital Improvements Committee

FROM : Patrick Menefee, P.E., City Engineer

DATE : August 8th, 2017

SUBJECT : Discussion and consideration of a request to fund the construction of approximately six hundred fifty feet of public drainage improvements in the 9000 block of S.E. 6th Street at the approximate amount of \$100,000 to serve properties located in the Kanaly's Douglas Boulevard Addition located in Section 1, T11N, R2W, Midwest City.

The proposed item addresses an ongoing drainage problem affecting the intersection of S.E. 6th Street and Margene Drive, located in the Kanaly's Douglas Boulevard subdivision. Over time, the intersection has settled to the point that runoff can no longer drain south in the existing gutter line. The standing water has become a nuisance for vehicles and the adjacent property owners. Staff has had on site meetings with the citizens of the area and has obtained a drainage easement allowing the city to address the problem by constructing an underground drainage system. The improvement would begin at the intersection and would extend west to drain into the existing system that runs along Douglas Boulevard. The estimated cost to construct this drainage system is approximately \$100,000. If approved, city staff will design the improvement and will enter into an agreement with a local contractor to install the system.

The funds for the project would be taken from the 157 Capital Improvement Account.

Patrick Menefee, P.E.
City Engineer

Attachment



1 in = 90 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER
This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Capital Improvements Committee

FROM : Patrick Menefee, P.E., City Engineer

DATE : August 8th, 2017

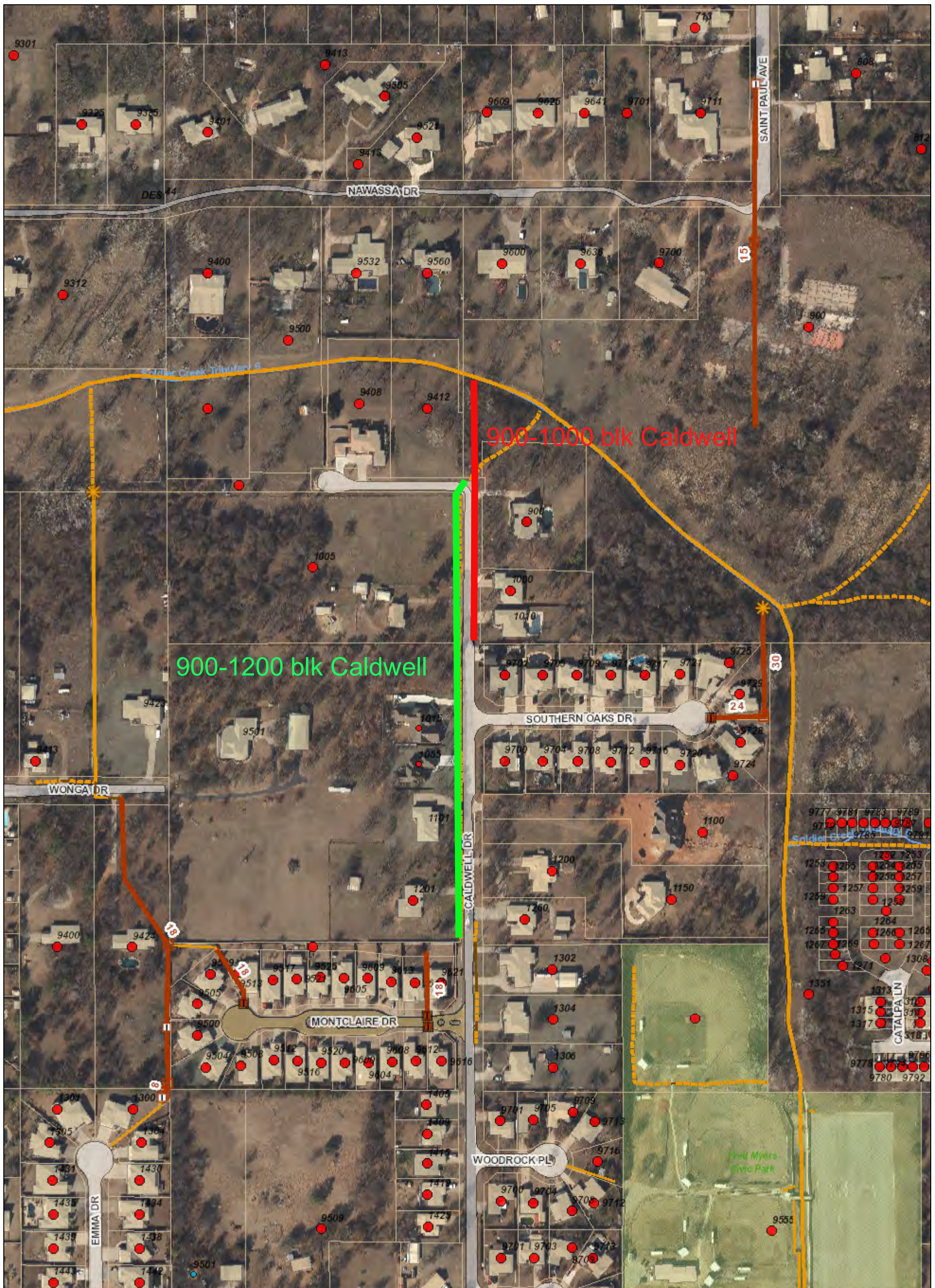
SUBJECT : Discussion and consideration of a request to fund the construction of approximately one thousand feet of public drainage improvements and one thousand feet of public half street improvements along the western half of 900-1200 block of Caldwell Drive at the approximate amount of \$100,000 to serve properties located along Caldwell Drive located in Section 1, T11N, R2W, Midwest City.

The proposed item further addresses the ongoing drainage problem affecting residents located along the northern corridor of Caldwell Drive. The property along Caldwell Drive has developed in small increments over time without any improvements being done to road itself. The street is still unimproved along this area, having no curb and is being drained by bar ditches. Large rain events cause the bar ditches to overflow, impacting the west side of the road. The previous agenda item will allow the city to address the problem by constructing an underground drainage system that would extend north off of the end of Caldwell Drive and along the east side of the road to capture water that currently utilizing the bar ditch. The previous item would also include half street improvements to the east side of Caldwell Drive. This companion item would allow half street improvements to the west side of Caldwell Drive and an underground drainage system to replace the bar ditch. The estimated cost to construct this additional drainage system and road improvement is approximately \$100,000. If approved, city staff will design the improvement in conjunction with the previous agenda item and would advertise both items as one project.

The funds for the project would be taken from the 157 Capital Improvement Account.

Patrick Menefee, P.E.
City Engineer

Attachment



1 in = 200 ft
when printed actual size
on 11"x17" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Capital Improvements Committee

FROM : Patrick Menefee, P.E., City Engineer

DATE : August 8th, 2017

SUBJECT : Discussion and consideration of a request to fund the construction of approximately six hundred feet of public drainage improvements and three hundred and fifty feet of public half street improvements along the eastern half of 900-1000 block of Caldwell Drive at the approximate amount of \$180,000 to serve properties located along Caldwell Drive located in Section 1, T11N, R2W, Midwest City.

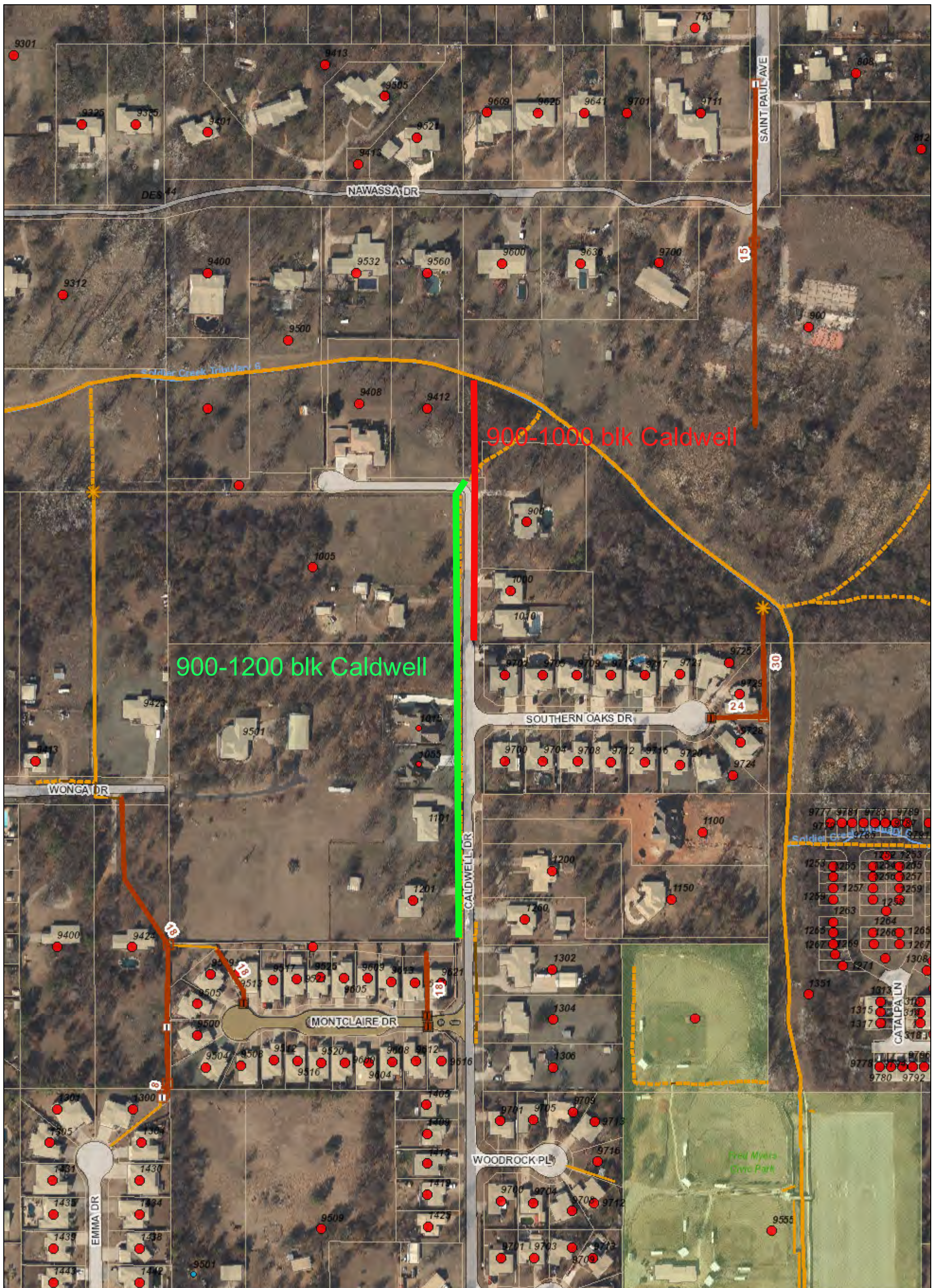
The proposed item addresses an ongoing drainage problem affecting residents located along the northern corridor of Caldwell Drive. Over time, the area has developed in a piecemeal fashion that has never addressed drainage along the corridor. It has also left Caldwell Drive in a condition that is not to city street standards. Staff has had on site meetings with the citizens of the area and has obtained a drainage easement allowing the city to address the problem by constructing an underground drainage system and road improvements. The improvement would begin at the end of the curb north of Southern Oaks Drive and then extend north along the east side of Caldwell Drive, continuing north to Soldier Creek Tributary 6. The estimated cost to construct this drainage system and half street improvements is approximately \$180,000. If approved, city staff will design the improvement and will enter into an agreement with a local contractor to install the system.

Part of this proposal includes 250 feet of drainage improvement that would connect the end of Caldwell Drive to the Soldier Creek, Tributary 6 concrete channel. Following the property owner's condition to granting the easement, staff is proposing a 36 inch diameter pipe connecting these two points. A concrete channel connecting these points was also considered, but after review, it offered no cost savings to this part of the project and was met with objections by the property owner. She wants an underground improvement so as to minimize impact to the tree canopy along this stretch of the property. She would not agree to a concrete channel connection.

The funds for the project would be taken from the 157 Capital Improvement Account.

Patrick Menefee, P.E.
City Engineer

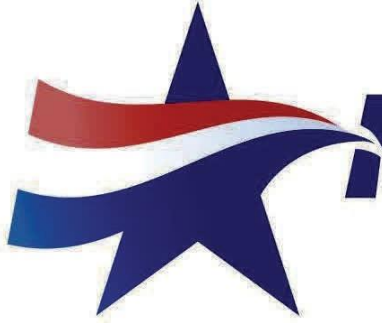
Attachment



1 in = 200 ft
when printed actual size
on 11"x17" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



MIDWEST CITY

Where the Spirit Flies High

MIDWEST CITY
MEETING AGENDAS FOR
August 08, 2017

STAFF BRIEFING

Midwest City Council Conference Room, 100 N. Midwest Boulevard, second floor

August 08, 2017 – 6:00 PM

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the Special Capital Improvement Program Committee, City Council, Municipal Authority, Memorial Hospital Authority, and Special Utilities Authority meetings for August 08, 2017.

CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

August 08, 2017 – 7:00 PM

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by Councilmember Allen
- Community related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Council members, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the July 25, 2017 staff briefing and regular meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: General Gov't Sales Tax Fund, expenses/City Manager (01) \$41,100; expenses/City Clerk (02) \$2,750; expenses/Personnel (03) \$3,730; expenses/Community Development (05) \$218,726; expenses/Park & Recreation (06) \$21,463; expenses/Street (09) \$60,000; expenses/General Gov't (14) \$197,959; expenses/Neighborhood Services (15) \$8,783; expenses/I.T. (16) \$261,656; expenses/Drainage Improvements (72) \$17,500. Street & Alley Fund, expenses/Street (09) \$424,896. Technology Fund, expenses/General Gov't (14) \$26,000. Reimbursed Projects Fund, expenses/Community Development (05) \$26,838; expenses/Park & Rec (06) \$24,733; expenses/Recreation (78) \$8,800. Police Capitalization Fund, expenses/Police (62) \$133,957. Fire Capitalization Fund, expenses/Fire (64) \$458,313. Welcome Center Fund, expenses/Tourism (74) \$2,200. CVB Fund, expenses/Visitors Bureau (07) \$1,300. Dedicated Tax 2012 Fund, expenses/Park & Rec (06) \$84,816; expenses/Parks (23) \$267,905; expenses/Streets (66) \$97,000; expenses/Economic (87) \$84,000. Emergency Operations Fund, expenses/Emergency Operations (21) \$28,144. Fleet Fund, expenses/Fleet Maintenance (25) \$88,895. Surplus Property Fund, expenses/Surplus Property (26) \$3,459. Park & Rec Fund, expenses/Park & Rec (06) \$175,901. Grants Fund, expenses/ Emergency Operations (21) \$6,000. Capital Improvements Fund, expenses/Capital Improvements (57) \$1,138,696. Downtown Redevelopment Fund, expenses/29th Street (92) \$2,494,799. L&H Fund, expenses/Personnel (03) \$1,000. Police Fund, expenses/Police (62) \$60,996. (Finance - C. Barron)
3. Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year beginning August 16, 2017, at a monthly rental rate of \$1,450 for the building located at 2425 South Douglas Boulevard. (Economic Development - R. Coleman)

4. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the Town of Forest Park, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. (Police - B. Clabes)
5. Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support. (Fire - B. Norton)
6. Discussion and consideration of entering into an agreement with Shape Fitness, LLC located at 10006 S.E. 15th Street, Midwest City, OK., to provide the employees of the City of Midwest City a discounted corporate membership rate of \$19.50 per person per month with the City agreeing to pay the \$20.00 fee per enrolled employee for the required access card. (Human Resources - C. Wilson)
7. Discussion and consideration of entering into an agreement with United PF Partners, LLC., DBA Planet Fitness located at 5701 E Reno Avenue, Midwest City, OK., to provide the employees of the City of Midwest City a discounted corporate Black Card membership rate of \$19.99 per person per month with the City agreeing to make Bi-Weekly payroll deductions on behalf of the employee and their family members enrolling in the membership. (Human Resources - C. Wilson)
8. Discussion and consideration of approving and entering into an Instructor Services Agreement with Kim Dull to teach Cheer/Tumbling classes and Ballet/Gymnastics classes at the Nick Harroz Community Center from August 2017 through May 2018 for a fee of 70% of the class registration fees. (Parks and Recreation - F. Gilles)
9. Discussion and consideration of renewing for fiscal year 2017-2018 the contracts with Electronic Storage Corporation in the amount of \$1,439.00 for the Superior data Backups; Park Place Technologies LLC in the amount of \$13,249.80 for SAN maintenance; SHI International Corp. in the amount of \$8,550.00 for software maintenance in connection with the City's GroupWise email system; and Tyler Technologies in the amount of \$10,650.01 for software maintenance for the time and attendance system. (Information Technology - R. Rushing)
10. Discussion and consideration of 1) forming a Council committee to assist with possible construction or reconstruction of an Animal Welfare Center; and 2) appointing Councilmembers Susan Eads, Sean Reed, and Pat Byrne. (City Manager - G. Henson)
11. Discussion and consideration of appointing Cyrus Valanejad to fill the Mayor's representative position on the Citizens' Advisory Committee on Housing and Community Development and reappointing Mike Anderson, Espaniola Bowen and Dr. John Hatfield for additional four year terms. (Grants Management - T. Craft)
12. Discussion and consideration of 1) appointing Jess Huskey to the Parkland Review Committee as Planning Commission's appointment to fill the unexpired term of Floyd Wicker, and 2) to reappoint Jess Huskey to the Parkland Review Committee for an additional 3 year term. (Community Development - B. Harless)

D. DISCUSSION ITEM.

1. Discussion and consideration of reporting on the status, condition, progress or recommendations concerning the latest evaluation of Heritage Park Mall located at 6801 East Reno. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. ADJOURNMENT.



CONSENT AGENDA



Notice of regular staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of this meeting.

MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL

July 25, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:01 p.m. with the following members present: Councilmembers Pat Byrne, Rick Dawkins, Sean Reed, *Christine Allen, and Jeff Moore; and the City Clerk, Sara Hancock. Absent: Susan Eads.

*Councilmember Allen arrived at 6:02 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for July 25, 2017.

Staff briefed the Councilmembers on various items on the agenda, and the Councilmembers sought clarification and discussed individual agenda items with Staff.

Mayor Dukes closed the meeting at 6:48 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

Notice of regular Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

July 25, 2017 – 7:00 p.m.

This regular meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 7:03 p.m. with the following members present: Councilmembers Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and the City Clerk, Sara Hancock. Absent: Susan Eads.

Opening Business.

The meeting opened with community related announcements and comments. The invocation was given by Public Works Director, Vaughn Sullivan; followed by the Pledge of Allegiance led by Councilmember Reed.

Consent Agenda.

Motion was made by Dawkins, seconded by Allen, to approve the items on the Consent Agenda, as submitted.

1. Discussion and consideration of approving the minutes of the July 11, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of June, 2017.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Grants Fund, revenue/Intergovernmental (06) \$17,878; expenses/ Park & Rec (06) \$17,878; revenue/Intergovernmental (21) \$7,500; expenses/Emergency Operations (21) \$13,500; revenue/Intergovernmental (57) \$28,000; expenses/Capital Improvements (57) \$28,000; revenue/Intergovernmental (62) \$59,043; revenue/Transfers In (62) \$3,214; expenses/Police (62) \$62,257; revenue/ Intergovernmental (88) \$23,187; expenses/Disaster Relief (88) \$23,187. Dedicated Tax 2012 Fund, revenue/Transfers In (00) \$17,878. Emergency Operations Fund, revenue/Transfers In (070) \$7,500. Capital Improvements Fund, revenue/Transfers In (00) \$28,000. Police Impound Fees Fund, expenses/Transfers Out (62) \$3,214. Disaster Relief Fund, revenue/Transfers In (88) \$23,187. Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenses/Community Development (05) \$128,273; revenue/Intergovernmental (14) \$16,001; expenses/Neighborhood Services (15) \$64,870; expenses/Housing (37) \$35,000; revenue/Inter- governmental (39) \$14,000; expenses/Economic (87) \$1,671.
4. Discussion and consideration of passing and approving Resolution 2017-30 for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budgets for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budgets as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017.

5. Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's 2016-2017 financial statements in an amount not to exceed \$59,380, and, only if required, \$3,000 for each major Federal program; and discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,500 for compilation of the 2017 SA&I Form 2643.
6. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
7. Discussion and consideration of renewing for the Fiscal Year 2017/2018 contracts with DB Compensation Software in the amount of \$2,000.04 to maintain the City's non-represented employees' compensation plan and job descriptions. There is no cost increase over last year.
8. Discussion and consideration of 1) approval of the proposed 2017 Action Plan, a part of the 2015–2019 Consolidated Plan and Strategy, for the use of 2017 Community Development Block Grant (CDBG) funds, 2) authorization of the Mayor to submit the approved and/or modified certifications to the U.S. Department of Housing and Urban Development, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.
9. Discussion and consideration of approving and entering into a contract for FY 2017-18 in the amount of \$191,058 with Central Oklahoma Transportation and Parking Authority (COTPA) EMBARK for the provision of Route 15 bus service in Midwest City.
10. Discussion and consideration of approving and entering into a Memorandum of Understanding for 2017-18 in the amount of \$75,000 with the Boys and Girls Club of Oklahoma County, Inc. for the operation of a club site at Telstar Elementary School, located at 9521 N.E. 16th Street in Midwest City.
11. Discussion and consideration of approving and entering into a contract for August 2017 – June 2018 between the Parks and Recreation Department and Vann & Associates for marketing and public relations services in the amount of \$1500.00 per month.
12. Discussion and consideration of approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County.
13. Discussion and consideration of accepting a proposal from R L Shears Company for professional landscape architectural services for the Mid-America Park Master Plan at a cost of \$16,000.00.
14. Discussion and consideration of accepting maintenance bonds from J's Plumbing in the amount of \$3450.00.
15. Discussion and consideration of authorizing Staff to seek an amendment to PlanOKC for City-owned property in the Northwest Quarter of Section 13, Township 11 North, Range 02 West (a/k/a 9200 – 9400 SE 29th Street).
16. Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Warren Theatre, Inc.

17. Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's FY 2016 - 2017 Annual Report.
18. Discussion and consideration of the reappointment of Clint Reininger and John Reininger to the ADA Transition Plan Committee for additional three-year terms.
19. Discussion and consideration of reappointing Jim Campbell, Jim Smith, and Dean Hinton to the Planning Commission for additional three-year terms.
20. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried.

Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

Discussion Items.

1. **(PC-1909) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the SW/4 of Section 4, T-11-N, R-2-W, located at 1400 Buena Vista Avenue.** David Box, 5221 Hawthorne Dr., spoke with the Council. Dawkins made a motion to approve Resolution 2017-29, as submitted, seconded by Byrne. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
2. **(PC-1908) Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 5.9, Application for Establishment of Private or Quasi-Private Facility, Section 5.9.1, Group Residential and Group Care Facilities; and providing for repealer and severability and establishing an effective date.** Dawkins made a motion to approve Ordinance 3315, as submitted, seconded by Reed. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
3. **Discussion and consideration of terminating the current Animal Welfare agreements for the City of Choctaw, City of Nicoma Park and the Town of Jones.** Katie Hawk, 701 S. Timber Lane, spoke with the Council. Dawkins made a motion to terminate executed agreements with the City of Choctaw, the City of Nicoma Park and the Town of Jones effective December 31, 2017, seconded by Reed. Voting aye: Byrne, Dawkins, Reed, Moore, and Mayor Dukes. Nay: Allen. Absent: Eads. Motion carried.
4. **Discussion and consideration of the approval of the Collective Bargaining Agreement with the Fraternal Order of Police (FOP) Lodge #127 as negotiated for the Fiscal Year 2017/2018.** Byrne made a motion to approve the Agreement, as submitted, seconded by Moore. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Mayor Dukes adjourned the meeting at 7:25 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1245 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: August 8, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: General Gov't Sales Tax Fund, expenses/City Manager (01) \$41,100; expenses/City Clerk (02) \$2,750; expenses/Personnel (03) \$3,730; expenses/Community Development (05) \$218,726; expenses/Park & Recreation (06) \$21,463; expenses/Street (09) \$60,000; expenses/General Gov't (14) \$197,959; expenses/Neighborhood Services (15) \$8,783; expenses/I.T. (16) \$261,656; expenses/Drainage Improvements (72) \$17,500. Street & Alley Fund, expenses/Street (09) \$424,896. Technology Fund, expenses/General Gov't (14) \$26,000. Reimbursed Projects Fund, expenses/Community Development (05) \$26,838; expenses/Park & Rec (06) \$24,733; expenses/Recreation (78) \$8,800. Police Capitalization Fund, expenses/Police (62) \$133,957. Fire Capitalization Fund, expenses/Fire (64) \$458,313. Welcome Center Fund, expenses/Tourism (74) \$2,200. CVB Fund, expenses/Visitors Bureau (07) \$1,300. Dedicated Tax 2012 Fund, expenses/Park & Rec (06) \$84,816; expenses/Parks (23) \$267,905; expenses/Streets (66) \$97,000; expenses/Economic (87) \$84,000. Emergency Operations Fund, expenses/Emergency Operations (21) \$28,144. Fleet Fund, expenses/Fleet Maintenance (25) \$88,895. Surplus Property Fund, expenses/Surplus Property (26) \$3,459. Park & Rec Fund, expenses/Park & Rec (06) \$175,901. Grants Fund, expenses/Emergency Operations (21) \$6,000. Capital Improvements Fund, expenses/Capital Improvements (57) \$1,138,696. Downtown Redevelopment Fund, expenses/29th Street (92) \$2,494,799. L&H Fund, expenses/Personnel (03) \$1,000. Police Fund, expenses/Police (62) \$60,996.

The first through seventeenth supplements are needed to roll forward remaining capital outlay budgets from fiscal year 2016-2017 to current fiscal year. The eighteenth supplement is needed to budget increase in Police payroll costs based on approved FOP contract.

Christy Barron
Finance Director

SUPPLEMENTS

August 8, 2017

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
01	City Manager			41,100	
02	City Clerk			2,750	
03	Personnel			3,730	
05	Community Development			218,726	
06	Park & Recreation			21,463	
09	Street			60,000	
14	General Government			197,959	
15	Neighborhood Services			8,783	
16	Info. Technology			261,656	
72	Drainage Improvements			17,500	
		<u>0</u>	<u>0</u>	<u>833,667</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			424,896	
		<u>0</u>	<u>0</u>	<u>424,896</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund TECHNOLOGY (014)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			26,000	
		<u>0</u>	<u>0</u>	<u>26,000</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

August 8, 2017

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Community Development			26,838	
06	Park & Rec			24,733	
78	Recreation			8,800	
		<u>0</u>	<u>0</u>	<u>60,371</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police			133,957	
		<u>0</u>	<u>0</u>	<u>133,957</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund FIRE CAPITALIZATION (041)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Fire			458,313	
		<u>0</u>	<u>0</u>	<u>458,313</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
74	Tourism			2,200	
		<u>0</u>	<u>0</u>	<u>2,200</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

August 8, 2017

Fund CVB (046)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
07	Visitors Bureau			1,300	
		0	0	1,300	0
Explanation:					
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.					

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			84,816	
23	Parks			267,905	
66	Streets			97,000	
87	Economic			84,000	
		0	0	533,721	0
Explanation:					
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.					

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Emergency Operations			28,144	
		0	0	28,144	0
Explanation:					
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.					

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
25	Fleet Maintenance			88,895	
		0	0	88,895	0
Explanation:					
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.					

SUPPLEMENTS

August 8, 2017

Fund SURPLUS PROPERTY (081)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
26	Surplus Property			3,459	
		<u>0</u>	<u>0</u>	<u>3,459</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund PARK & REC (123)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			175,901	
		<u>0</u>	<u>0</u>	<u>175,901</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Emergency Operations			6,000	
		<u>0</u>	<u>0</u>	<u>6,000</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			1,138,696	
		<u>0</u>	<u>0</u>	<u>1,138,696</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

August 8, 2017

Fund DOWNTOWN REDEVELOPMENT (194)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
92	29th Street			2,494,799	
		<u>0</u>	<u>0</u>	<u>2,494,799</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund L&H (240)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
03	Personnel			1,000	
		<u>0</u>	<u>0</u>	<u>1,000</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police			60,996	
		<u>0</u>	<u>0</u>	<u>60,996</u>	<u>0</u>

Explanation:
To budget increase in Police payroll costs based on approved FOP contract. Funding to come from fund balance.

Capital Outlay Project Balances

Project	Project Description	Account Number	Department Description	Roll
011501	6 RECEPTION CHAIRS	009-0110-413.40-02	CITY MANAGER	\$3,600
011701	75TH ANNIVERSARY PROJS	009-0110-413.40-06	CITY MANAGER	\$37,500
021503	TYLER COLLECTION SOFTWARE	009-0211-415.40-50	CITY CLERK	\$2,750
031702	LASERFICHE SOFTWARE	009-0310-416.40-50	PERSONNEL DEPARTMENT	\$3,730
051702	3 DESKTOP SCANNERS	009-0510-465.40-02	COMMUNITY DEVELOPMENT	\$3,800
051505	CARPET	009-0510-465.40-14	COMMUNITY DEVELOPMENT	\$10,000
051601	REPLACE CARPET	009-0510-465.40-14	COMMUNITY DEVELOPMENT	\$10,933
051703	2.5 MIL BTU BOILER PH 1	009-0510-465.40-14	COMMUNITY DEVELOPMENT	\$55,000
051706	AIR COOLER CHILLER PH 1	009-0510-465.40-14	COMMUNITY DEVELOPMENT	\$52,500
141505	CITY HALL ACCESS	009-0510-465.40-14	COMMUNITY DEVELOPMENT	\$20,693
051506	MEN'S RESTROOMS	009-0510-465.40-15	COMMUNITY DEVELOPMENT	\$30,000
051704	PC REPLACEMENT	009-0510-465.40-49	COMMUNITY DEVELOPMENT	\$4,000
051404	INSPECTION SOFTWARE	009-0510-465.40-50	COMMUNITY DEVELOPMENT	\$30,000
051701	MAPVIEWER SOFTWARE	009-0510-465.40-50	COMMUNITY DEVELOPMENT	\$1,800
061510	NATURE TRAIL CONCRETE	009-0610-452.40-06	PARK & RECREATION	\$21,463
091704	ASPHALT TRUCK 1ST YR	009-0910-431.40-01	STREET DEPARTMENT	\$45,000
091703	TOP DRESSER/COMPOST SPRD	009-0910-431.40-02	STREET DEPARTMENT	\$15,000
141405	DOC IMAGING - HARDWARE	009-1410-414.40-02	GENERAL GOVERNMENT	\$10,885
991501	EXECUTIME	009-1410-414.40-02	GENERAL GOVERNMENT	\$2,915
141502	REMODEL/FURN ECON DEV	009-1410-414.40-14	GENERAL GOVERNMENT	\$11,042
141501	ELEC BULLETIN BOARDS	009-1410-414.40-15	GENERAL GOVERNMENT	\$27,000
141302	ERP SOFTWARE UPGRADE	009-1410-414.40-50	GENERAL GOVERNMENT	\$138,828
991501	EXECUTIME	009-1410-414.40-50	GENERAL GOVERNMENT	\$7,289
151701	1/2 TON EXT CAB TRUCK	009-1510-463.40-01	NEIGHBORHOOD SERVICES	\$3,783
151705	NIA WIFI	009-1510-463.40-02	NEIGHBORHOOD SERVICES	\$2,000
151605	NS - COMPUTER	009-1510-463.40-49	NEIGHBORHOOD SERVICES	\$1,000
151707	2 COMPUTERS	009-1510-463.40-49	NEIGHBORHOOD SERVICES	\$2,000
161104	PHONE UPGRADE	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$11,517
161502	SECURITY CAMERAS	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$10,201
161601	CORE NETWORK INFRASTR	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$35,971
161602	FLEET/DISASTER REC NET IN	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$17,000
161603	VDI SERVER	009-1610-419.40-50	INFORMATION TECHNOLOGY	\$1,100
161701	OFFICE FURNITURE	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$5,405
161702	LAN & SERVER UPGRADES	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$46,632
161703	ALLWORX SERVER UPRADES	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$17,500
161704	ACTIVE DIRECTORY MONITORI	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$1,000
161706	NAT GAS GEN CONVERSION	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$8,000
161710	VMWARE HOST	009-1610-419.40-02	INFORMATION TECHNOLOGY	\$5,212
161709	SERVER ROOM REMODEL	009-1610-419.40-14	INFORMATION TECHNOLOGY	\$45,000
161707	MONOPOLE REFURBISH	009-1610-419.40-15	INFORMATION TECHNOLOGY	\$10,000
161105	WINDOWS/OFFICE 7 UPGRADE	009-1610-419.40-50	INFORMATION TECHNOLOGY	\$42,118
161506	COMPUTER USAGE ANALYSIS	009-1610-419.40-50	INFORMATION TECHNOLOGY	\$5,000
721301	EQUIP TRAILER	009-7210-431.40-02	DRAINAGE IMPROVEMENTS	\$17,500
091606	MISC CITY WIDE THERMO STR	013-0910-431.40-06	STREET DEPARTMENT	\$50,001
091617	RR CRSNG WESTMNSTR-MATCH	013-0910-431.40-06	STREET DEPARTMENT	\$428
091620	RR CRSNG SOONER - MATCH	013-0910-431.40-06	STREET DEPARTMENT	\$806
091708	RESIDENTIAL STREET REPAIR	013-0910-431.40-06	STREET DEPARTMENT	\$94,998

091710	ROTO RENO MW TO DOUGLAS	013-0910-431.40-06	STREET DEPARTMENT	\$91,163
091711	PED CROSSING ENGINEERING	013-0910-431.40-06	STREET DEPARTMENT	\$7,500
091712	RE-CONST 29TH MW TO DGLS	013-0910-431.40-06	STREET DEPARTMENT	\$180,000
141402	NETWORK UPGRADES	014-1415-419.40-02	GENERAL GOVERNMENT	\$6,000
141503	EQUIPMENT	014-1415-419.40-02	GENERAL GOVERNMENT	\$20,000
051708	MESSAGE SIGN TRAILER	016-0510-465.40-02	COMMUNITY DEVELOPMENT	\$2,838
051709	TRAILS WAYFINDING SIGNAGE	016-0510-465.40-15	COMMUNITY DEVELOPMENT	\$24,000
061532	EMERGENCY BLUE PHONE	016-0610-452.40-02	PARK & RECREATION	\$2,137
061714	BLUE LIGHTS LION'S PARK	016-0610-452.40-02	PARK & RECREATION	\$2,662
061715	SHUTTLE GOLF CARS	016-0610-452.40-02	PARK & RECREATION	\$1,272
061717	KIWANIS LIGHT THE PARK	016-0610-452.40-02	PARK & RECREATION	\$2,662
061713	MID-AMER PARK MASTER PLAN	016-0610-452.40-06	PARK & RECREATION	\$16,000
781602	PARKLAWN BEAUTIFICATION	016-7817-452.40-06	RECREATION	\$8,800
621701	7 PATROL, 1 SIU VEHICLES	021-6210-421.40-01	POLICE DEPARTMENT	\$4,480
621702	EQUIP FOR 7 PATROL VEHICL	021-6210-421.40-01	POLICE DEPARTMENT	\$14,434
621603	MCT'S FOR PATROL	021-6210-421.40-02	POLICE DEPARTMENT	\$58,431
621605	NEW RADIOS	021-6210-421.40-02	POLICE DEPARTMENT	\$41,732
621607	THERMAL IMAGE PRINTERS	021-6210-421.40-02	POLICE DEPARTMENT	\$5,000
621609	VHF RADIO UPGRADE	021-6210-421.40-02	POLICE DEPARTMENT	\$7,459
621704	UPGRADE LINEUP	021-6210-421.40-02	POLICE DEPARTMENT	\$2,421
641504	5 YR FIRE TRUCK REPL	041-6410-422.40-01	FIRE DEPARTMENT	\$100,000
641603	5-YR FIRE TRUCK REPL	041-6410-422.40-01	FIRE DEPARTMENT	\$100,000
641701	5 YR FIRE TRUCK REPL	041-6410-422.40-01	FIRE DEPARTMENT	\$100,000
641505	5 YR SCBA COMPLIANCE	041-6410-422.40-02	FIRE DEPARTMENT	\$25,000
641604	5-YR SCBA COMPLIANCE	041-6410-422.40-02	FIRE DEPARTMENT	\$25,000
641605	SCBA COMPRESSOR	041-6410-422.40-02	FIRE DEPARTMENT	\$45,051
641606	RADIO TRUNKING HRDW/SFTW	041-6410-422.40-02	FIRE DEPARTMENT	\$2,221
641607	800 MHZ RADIO UPGRADE	041-6410-422.40-02	FIRE DEPARTMENT	\$12,501
641608	VHF RADIO UPGRADE	041-6410-422.40-02	FIRE DEPARTMENT	\$7,459
641704	5 SETS BUNKER GEAR	041-6410-422.40-02	FIRE DEPARTMENT	\$6,850
641705	5 PAIR BOOTS	041-6410-422.40-02	FIRE DEPARTMENT	\$640
641706	5 YR SCBA CAP PROGRAM	041-6410-422.40-02	FIRE DEPARTMENT	\$25,000
641707	RADIOS	041-6410-422.40-02	FIRE DEPARTMENT	\$8,591
741705	SQUARE POS EQUIP	045-7410-452.40-02	TOURISM	\$1,300
741705	SQUARE POS EQUIP	045-7410-452.40-49	TOURISM	\$900
071701	CHAIRS	046-0710-464.40-02	VISITORS BUREAU	\$800
071702	INKJET PRINTER	046-0710-464.40-02	VISITORS BUREAU	\$500
061608	ENG-SAFE ROUTES TO SCHL	065-0610-452.40-06	PARK & RECREATION	\$5,404
061702	MID-AMERICA PARK TRAIL	065-0610-452.40-06	PARK & RECREATION	\$12,690
061521	SE 29TH AIR DEPOT-SOONER	065-0610-452.40-15	PARK & RECREATION	\$66,722
231601	PLAYGROUND EQUIP-TRAUB	065-2310-452.40-02	MWC PARKS	\$26,703
061613	JOE BARNES TRAIL	065-2310-452.40-06	MWC PARKS	\$62,818
231504	SPRAY PARK RELOCATION	065-2310-452.40-06	MWC PARKS	\$25,000
231701	BARNES TRAIL REPAVING	065-2310-452.40-06	MWC PARKS	\$48,384
231502	TRAUB PARK	065-2310-452.40-09	MWC PARKS	\$30,000
231504	SPRAY PARK RELOCATION	065-2310-452.40-15	MWC PARKS	\$75,000
091710	ROTO RENO MW TO DOUGLAS	065-6600-431.40-06	STREETS	\$97,000
871502	BUS SHELTERS	065-8710-433.40-15	ECONOMIC	\$84,000
211601	10 CHANNEL RADIO TRANSMIT	070-2100-420.40-02	EMER OPERATION FUND	\$4,259

211603	IP SITECONNECT INTERFACE	070-2100-420.40-02	EMER OPERATION FUND	\$10,000
211605	GPS FREQUENCY REF	070-2100-420.40-02	EMER OPERATION FUND	\$13,885
251601	CNG SKID UNIT	080-2510-480.40-02	FLEET MAINTENANCE	\$20,000
251602	CAR WASH HEATER	080-2510-480.40-02	FLEET MAINTENANCE	\$5,000
251603	CNG SHOP EQUIPMENT	080-2510-480.40-02	FLEET MAINTENANCE	\$7,813
251701	SHOP EQUIP/SW/SCANNERS	080-2510-480.40-02	FLEET MAINTENANCE	\$4,750
251503	INDIRECT HEAT HEATERS,	080-2510-480.40-14	FLEET MAINTENANCE	\$50,000
251605	SOFTWARE	080-2510-480.40-50	FLEET MAINTENANCE	\$1,332
261402	GARAGE DOOR OPENERS	081-2610-417.40-02	SURPLUS PROPERTY	\$1,250
261601	SECURITY CAMERAS	081-2610-417.40-02	SURPLUS PROPERTY	\$2,209
061612	OPTIMIST PARK PH 1	123-0610-452.40-04	PARK & RECREATION	\$50,000
061707	OPTIMIST PARK - PH 2	123-0610-452.40-04	PARK & RECREATION	\$50,000
061613	JOE BARNES TRAIL	123-0610-452.40-06	PARK & RECREATION	\$20,053
061610	TENNIS/BBALL CRT RESTRMS	123-0610-452.40-07	PARK & RECREATION	\$12,848
061614	PARK LAND ACQUISITION	123-0610-452.40-09	PARK & RECREATION	\$40,000
061705	FESTIVAL MGMT SOFTWARE	123-0610-452.40-50	PARK & RECREATION	\$3,000
181702	EMPG16 ADNL-TOWER CJ BLDG	143-2100-420.40-02	EMER OPERATION FUND	\$6,000
231504	SPRAY PARK RELOCATION	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$150,000
571002	I-40/HUDIBURG GRANT	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$542,870
571202	N OAKS NEIGHBORHOOD PARK	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$49,074
571602	MID AMER TRAIL - MATCH	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$13,895
571603	ENG- NE10TH - DGLS POST	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$24,500
571604	RIDGEWOOD DRAINAGE REPL	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$50,000
571702	RECON 29TH-MW TO DGLS PH1	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$180,000
571703	DOUGLAS ROTO/OVRLY PH1	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$121,500
571704	SCIP RECREATIONAL TRAIL	157-5700-431.40-06	CAPITAL IMPROVEMENTS	\$6,857
921604	ORIG SQ MILE IMPLEMENTATI	194-9210-463.40-02	29TH STREET	\$185,900
921302	RECONSTRUCT (MID-AMER/RIC	194-9210-463.40-06	29TH STREET	\$194,310
921501	SWR LINE EXT 29 & DOUGLAS	194-9210-463.40-06	29TH STREET	\$350,000
921604	ORIG SQ MILE IMPLEMENTATI	194-9210-463.40-06	29TH STREET	\$1,411,300
921605	NORTH OAKS PH 3	194-9210-463.40-06	29TH STREET	\$62,028
921304	CLOCK TWR CIVIC SP DESIGN	194-9210-463.40-09	29TH STREET	\$70,000
921404	CLOCK TWR CIVIC SPC CONST	194-9210-463.40-09	29TH STREET	\$103,800
921306	ORIG SQ MILE MONUMENTS	194-9210-463.40-15	29TH STREET	\$46,306
921502	SIGNAGE - CITY HALL	194-9210-463.40-15	29TH STREET	\$17,000
921503	ADA TRAN PLAN IMPLMNT	194-9210-463.40-15	29TH STREET	\$54,155
031703	COMPUTER	240-0310-480.40-49	PERSONNEL DEPARTMENT	\$1,000
TOTAL				<u><u>\$6,411,319</u></u>



Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218
rcoleman@MidwestCityOK.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: August 8, 2017

SUBJECT: Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year beginning August 16, 2017, at a monthly rental rate of \$1,450 for the building located at 2425 South Douglas Boulevard.

Mr. Michael Silsby has agreed to renew the lease for the building that formerly served as the Stormwater Quality office. His business, Silsby Media, applies wraps on vehicles and has been successfully operating on South Douglas Blvd. location for over five years.

Mr. Silsby operates a very clean business requiring very little outdoor storage and is a sales tax collection point. It appears he has done a good job of property upkeep as well.

Attached for your review is a draft of a Lease Agreement memorializing the terms staff and Mr. Silsby have negotiated. There was no increase in rent last year after three consecutive annual increases of 3%. This year's renewal reflects an increase of about 3.065% (\$517.44) .

Staff recommends approval.

A handwritten signature in black ink that reads "R. Coleman". The signature is written in a cursive style and is positioned above a horizontal line.

Robert B. Coleman
Director of Economic Development

Attachment: 2017 – 2018 Lease Agreement

LEASE AGREEMENT

This Lease is made and entered into on the _____ day of August, 2017, wherein the City of Midwest City, a municipal corporation, is referred to as "Lessor" and Michael Silsby, a sole proprietor, d/b/a Silsby Media, is referred to as "Lessee."

WITNESSETH:

Lessor does hereby lease to Lessee the premises known and described as:

A tract of land known as 2425 South Douglas Boulevard, Midwest City, Oklahoma County, Oklahoma, being a part of the Southeast Quarter (SE/4) of Section 11, Township 11 North, Range 2 West, Oklahoma County, Oklahoma, more particularly described as follows: Beginning 588 feet South and 60 feet West of the NE/C of the SE/4; thence West 150 feet; thence South 150 feet; thence East 150 feet; thence North 150 feet to the place of beginning, containing 0.5165 acres, more or less,

including the 2,400 square foot building and appurtenant parking lot thereon, collectively referred to as the "Leased Premises," in their current and "as is" condition, to be used by Lessee as a commercial space for the application of vehicle wraps. Lessee's continuing possession of the Leased Premises shall be conclusive evidence that Lessee continues to accept the Leased Premises "as is" and that the Leased Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing by both parties.

1. Term of Lease. The term of this Lease shall be for one year beginning on August 15, 2017. Lessee may request to renew this Lease for additional terms provided that Lessor reserves the right to renegotiate the rental payments and other provisions of this Lease. Lessee shall, at least sixty (60) days prior to the expiration date of the primary one-year term of this Lease, notify Lessor, in writing, whether or not he intends to renew this Lease.

2. Rent. Rent shall commence on August 16, 2017. The annual rent that Lessee shall pay to Lessor shall be the sum of seventeen thousand, four hundred dollars (\$17,400.00), with monthly installments being fourteen hundred, fifty dollars (\$1,450.00).

3. Parking lot. Lessor agrees to furnish as an appurtenance of the Leased Premises a parking area and shall keep the parking area in good repair. Lessee shall keep the parking area lighted, striped and clean and free from all debris.

4. Utilities. During the term of this Lease, Lessee shall be responsible for managing and paying for all utility services required at the Leased Premises.

5. Maintenance. During the term of this Lease, Lessor shall keep in good repair all exterior parts of the 2,400 square foot building including, but not limited to, the foundation, walls, roof, sewer service lines, sidewalks and exterior painting, and all plumbing, electrical and gas

installations. Lessee shall maintain and keep in good repair the interior of the Leased Premises, including the replacement of any plate glass in the Leased Premises broken or damaged by any means, whether or not any such maintenance or repairs become necessary because of a defect in or damage to the roof and/or exterior of the building or due to defective workmanship or materials, the elements, normal wear and tear, act of God, fire, war, insurrection, civil riot or other casualty, irrespective of the cause thereof.

6. HVAC. Lessee shall service and maintain the air conditioning and heating equipment furnished with the Leased Premises at his own expense at least twice each year, proof of which he shall provide to Lessor. All costs incurred in normal maintenance of the HVAC system including, without limitation, replacement or re-charging of freon or other cooling fluids, cleaning of condensers and filters, and replacement of filters shall be at Lessee's sole expense. Lessee shall replace any worn or damaged parts. Lessor shall replace the condenser as necessary. All work performed on the HVAC system shall be performed only by contractors approved by Lessor.

7. Improvements; fixtures. All alterations, additions or improvements upon the Leased Premises, no matter by whom made, shall be the property of Lessor and remain upon and be surrendered with the Leased Premises, except that movable furniture, trade fixtures and attachments to the Leased Premises made by Lessee, except built-in fixtures, shall remain the property of Lessee and may be removed by Lessee subject to Lessee's restoration of any damage to the Leased Premises caused by any such removal and providing that Lessee has punctually fulfilled all obligations under this Lease. Lessee agrees that where floor covering has been glued, cemented or otherwise fastened to the floor, it is a part of the building and is the property of Lessor. Any signs that Lessee plans to place on any part of the Leased Premises that shall be visible from outside of the building must first be approved by Lessor in writing.

8. Use; assignment. Lessee will not use the Leased Premises or any part of them, or permit them to be used, for any purpose other than as a location for Lessee's business, a place for the application of vehicle wraps. Lessee's business shall be conducted entirely within the building on the Leased Premises and there shall be no outdoor storage or display of any merchandise associated with Lessee's business at the Leased Premises, including vehicles on which Lessee is working. Lessee shall use no mechanical equipment or conduct any activity on the Leased Premises that creates excessive traffic, noise, dust, odor or electrical disturbance beyond the confines of the Leased Premises. Neither Lessee nor any of Lessee's agents, employees, guests or invitees shall engage in any conduct prohibited or proscribed by any local, state or federal law and, further, Lessee agrees to indemnify and hold Lessor harmless from any loss, cost or damage including, without limitation, court costs and/or attorney's fees incurred by Lessor as a result of Lessee's violation of this covenant. No interest in this Lease shall, without Lessor's written consent, be assigned or otherwise disposed of voluntarily or by operation of law or otherwise, nor shall any part of the Leased Premises be sublet without Lessor's written consent.

9. Hazard Insurance. Lessor shall carry adequate hazard insurance to cover the Leased Premises and, in the event the Leased Premises are partially destroyed by fire or other casualty, irrespective of the cause, Lessor may, in its discretion, promptly rebuild or replace the damaged portion of the Leased Premises in as good condition as prior to such casualty in which case this

Lease shall remain in full force and effect, although Lessor agrees to abate the monthly rental due during such reconstruction until the Leased Premises are ready for Lessee to re-occupy. Should Lessor elect not to rebuild the Leased Premises after such casualty, then this Lease shall terminate and all parties shall be released from any further obligation hereunder.

10. Indemnity; insurance. Lessee shall indemnify and hold Lessor harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring on the Leased Premises and resulting from the negligent acts or omissions of Lessee, his employees, agents, representatives, guests or invitees, or the breach of any obligation of Lessee as set out in this Lease. Lessee shall carry public liability insurance on the Leased Premises with limits of not less than \$500,000 for each person and \$1,000,000 for each occurrence, naming Lessor as an additional insured with certificates of such insurance to be furnished to Lessor annually and at such other times as Lessor may reasonably request.

11. Signs. Lessee shall be entitled to install and maintain signs on the Leased Premises at its sole expense, approved as to form and content by Lessor.

12. Notices. All notices required or options granted under this Lease shall be given or exercised in writing and shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Lessor at:

100 North Midwest Boulevard
Midwest City, Oklahoma 73110-4319
Attention: City Clerk

or to Lessee at:

2425 South Douglas Boulevard
Midwest City, Oklahoma 73130

Except as otherwise specifically provided to the contrary in this Lease, the effective date of such notice or option shall be the date that is stamped on the envelope by the United States Post Office and the parties to this Lease shall not refuse to accept delivery of any notices. Such refusal shall constitute receipt.

13. Default. In the event Lessee should default in payment of rent, or default by failing or refusing to perform any other action required under this Lease or by performing any action prohibited by this Lease, Lessor shall give Lessee written notice of such default either in person or by certified mail and Lessee shall have ten (10) days from the date of receiving such notice to correct the default. Should Lessee fail to correct such default within the ten (10) day period, Lessor may, at its option, in addition to all other rights available to Lessor under Oklahoma law, terminate this Lease.

14. Severability. All rights and liabilities herein given or imposed on either of the parties to this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Lease. Should any clause or provision of this Lease be invalid or void for any

reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved and executed this Lease.

CITY OF MIDWEST CITY, a municipal
corporation ("Lessor")

MATTHEW D. DUKES II, Mayor

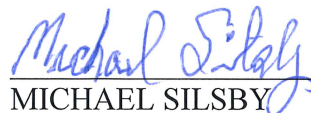
ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of August, 2017.

PHILIP A. ANDERSON, City Attorney

MICHAEL SILSBY, a sole proprietor, dba
Silsby Media ("Lessee")



MICHAEL SILSBY



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: August 8, 2017

SUBJECT: Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the Town of Forest Park, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.

The Midwest City Police Department requests the Council to renew the agreement with the Town of Forest Park, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. The terms of the agreement shall be from July 1, 2017 through June 30, 2018.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the 1st day of July 2017 by and between the **Town of Forest Park**, Oklahoma a municipal corporation (hereinafter referred to as "Forest Park"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the "Jail"); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this 1st day of July, 2017 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2018. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

2. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A "Forest Park prisoner" shall be defined as any prisoner incarcerated in the Jail solely on Forest Park municipal convictions and/or any other person that is otherwise held solely at the request of Forest Park police.
- B. A "hold for municipal/state prisoner" shall be defined as a prisoner arrested by a Forest Park police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Forest Park prisoners when all state charges

have been declined or disposed of and the prisoner is being held only for Forest Park municipal charge(s) or Forest Park municipal conviction(s), or otherwise held at the request of Forest Park police.

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Forest Park prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

5. Termination.

- A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.
- B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

6. Compensation.

- A. Forest Park's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Forest Park agrees to pay Midwest City fifty-eight dollars (\$58.00) per day or 2.42 per hour, prorated to the closest hour interval, per Forest Park prisoner or hold for municipal/state prisoner per day the Forest Park prisoner or hold for municipal/state prisoner is held on behalf of Forest Park. A booking fee of twenty-five dollars (\$25.00) shall be assessed to each Forest Park prisoner upon entry into the jail. If the Forest Park prisoner is held longer than eleven (11) hours, the twenty-five dollar (\$25.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Forest Park prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Forest Park municipal ordinances or Oklahoma state statutes, or otherwise held for Forest Park police.
- B. Midwest City agrees to prepare and submit to Forest Park monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Forest Park agrees to use due

diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

- A. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Forest Park prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Forest Park law enforcement officers and Forest Park's agents, in the pursuance of their official duties, as approved by the Forest Park chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Forest Park assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Forest Park access, at all times, to Forest Park prisoners or hold for municipal/state prisoners. Forest Park assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Forest Park until such time as they are returned to the Jail by Forest Park.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Forest Park prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Forest Park agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Forest Park prisoners or hold for municipal/state prisoners when so required by the Forest Park Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Forest Park to Midwest City upon Forest Park's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Forest Park's financial responsibility for Forest Park prisoners and hold for municipal/state prisoners shall begin upon

the presentation of the necessary documentation to book a prisoner into the Jail.

- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Forest Park prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Forest Park for the posting of bonds for those persons charged with violations of Forest Park ordinances. All fines/bonds will be posted with the Forest Park municipal court clerk. Forest Park will be responsible for authorization of all own-recognizance bonds on Forest Park prisoners. Forest Park municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Forest Park prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Forest Park's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Forest Park prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Forest Park will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Forest Park prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Forest Park ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Forest Park prisoners and hold for municipal/state prisoners with the same level of care and

services provided Midwest City prisoners. Forest Park agrees to provide transportation to and from medical facilities outside of the Jail for any Forest Park prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to Forest Park and to Midwest City at the following addresses:

If to Forest Park:	Town Clerk Town of Forest Park 4203 N. Coltrane Forest Park, Oklahoma 73121
With a copy to police chief:	Chief of Police Town of Forest Park 4203 N. Coltrane Forest Park, Oklahoma 73121
If to Midwest City:	City Clerk City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110

With a copy to police chief:

Chief of Police
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

13. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

14. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Forest Park in a timely manner. This provision does not intend or create any liability and/or indicate that Forest Park has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Forest Park prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Forest Park personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Forest Park to the same extent as Forest Park safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

19. Transportation of Forest Park Prisoners. Forest Park hereby assumes responsibility for the transportation of Forest Park prisoners to all municipal court appearances and shall hereby coordinate with the Forest Park municipal judges for the posting of bonds for those persons charged with violations of Forest Park ordinances. Forest Park hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

20. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

21. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

PASSED AND APPROVED by the mayor and council of the City of Forest Park, Oklahoma on the 27 day of June, 2017 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2017.

TOWN OF FOREST PARK, OKLAHOMA,
a municipal corporation

George H. Smith
Mayor

ATTEST:

Candlyn M. Budarvis
City Clerk

Approved as to form and legality this 27 day of June, 2017.

[Signature]
City Attorney

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

Approved as to form and legality this _____ day of _____, 2017.

Philip W. Anderson, City Attorney

MEMO

To: Honorable Mayor and City Council
From: Bert Norton, Fire Chief
Date: August 8, 2017
Subject: Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support.

Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support. County has given Midwest City a 2000 Ford Chassis that the Midwest City Fire Department has added a used brush fire skid unit to the bed and also a cache of VHF radio's to communicate with in a mutual aid capacity.

Staff recommends approval.



Bert Norton
Fire Chief

#434

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

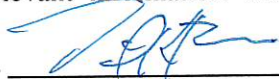
DATE OF REQUEST: 7 /20 / 17 . **COUNTY DEPARTMENT MAKING REQUEST:**
Emergency Management

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

*Please review as to form and legality the attached, **REVISED** Annual Agreement between Oklahoma County and the City of Midwest City (Midwest City Fire Department). **The Midwest City Attorney has requested the addition of the phrase noted on top of page 4. A copy of your previous approval (without the additional phrase) is attached.***

All originals should be returned to OK County Emergency Management for distribution to the jurisdiction and obtaining of applicable signatures prior to submittal for approval by the OK County Board of County Commissioners.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).



COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY

REPLY BY DISTRICT ATTORNEY:

RECEIVED

Reviewed OK 7/24/17

DAVID PRATER
DISTRICT ATTORNEY

By:



JUL 20 2017
CIVIL DIVISION
DISTRICT ATTORNEY

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF MIDWEST CITY

July 1, 2017 through June 30, 2018

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and **THE CITY OF MIDWEST CITY**, a **municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the county may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Midwest City are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Midwest City in return for the City of Midwest City's Fire Department furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 2017, and shall terminate on June 30, 2018. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice of such termination. On the termination of this Agreement either by termination

of the fiscal year for which the agreement is written, or written 30-day notification, the City of Midwest City shall return the Equipment to the County.

2. Equipment. The Board shall provide the City of Midwest City with the following firefighting equipment (hereinafter called the "Equipment"):

Property Description	Serial Number	County ID Number
2000 Ford BP F-450	1FDXF47F9YED42197	SP 302-00012
Brush Guard	N/A	SP 302-00012
Signal Vista Siren w/Speakers		
Federal Signal Vista Light Bar		
Task Force Tip Nozzle	TFTB-317114	
Motorola HT-1250 HH	749TBU4235	SP602-00515
Motorola HT-1250 HH	749TBU4253	SP602-00517
Motorola HT-1250 HH	749TBU4239	SP602-00518
Motorola HT-1250 HH	749TBU4236	SP602-00520
Motorola HT-1250 HH	749TBU4264	SP602-00521
Motorola HT-1250 HH	749TBU4266	SP602-00522
Motorola HT-1250 HH	749TBU4218	SP602-00524
Motorola HT-1250 HH	749TBU4254	SP602-00525
Motorola HT-1250 HH	749TBU4229	SP602-00527
Motorola HT-1250 HH	749TBU4263	SP602-00529
Motorola HT-1250 HH	749TBSE228	SP602-00533
Motorola HT-1250 HH	749TBSE248	SP602-00534
Motorola HT-1250 HH	749TBSE236	SP602-00535
Kenwood TK-7360H-V Mobile Radio	B3202867	N/A
Kenwood TK-7360H-V Mobile Radio	B3202876	N/A
Kenwood TK-7360H-V Mobile Radio	B3202877	N/A
Kenwood TK-7360H-V Mobile Radio	B3202878	N/A
Kenwood TK-7360H-V Mobile Radio	B3202879	N/A
Kenwood TK-7360H-V Mobile Radio	B3202880	N/A
Kenwood TK-7360H-V Mobile Radio	B3202881	N/A
Kenwood TK-7180-K Mobile Radio	B4800064	SP602-00989
Kenwood TK-7180-K Mobile Radio	B4800065	SP602-00990
Kenwood TK-7180-K Mobile Radio	B4800066	SP602-00991
Kenwood TK-7180-K Mobile Radio	B4800067	SP602-00992
Kenwood TK-7180-K Mobile Radio	B4800068	SP602-00993
Kenwood TK-7180-K Mobile Radio	B4800069	SP602-00994
Kenwood TK-7180-K Mobile Radio	B4800070	SP602-00995
Kenwood TK-7180-K Mobile Radio	B4800071	SP602-00996
Kenwood TK-7180-K Mobile Radio	B4800072	SP602-00997
Kenwood TK-2180 HH MIII TFS	B4300171	SP602-00754

Kenwood TK-2180 HH MIII TFS	B4300172	SP602-00755
Kenwood TK-2180 HH MIII TFS	B4300173	SP602-00756
Kenwood TK-2180 HH MIII TFS	B4300174	SP602-00757
Kenwood TK-2180 HH MIII TFS	B4300175	SP602-00758
Kenwood TK-2180 HH MIII TFS	B4300176	SP602-00759
Kenwood TK-2180 HH MIII TFS	B4300177	SP602-00760
Kenwood TK-2180 HH MIII TFS	B4300178	SP602-00761
Kenwood TK-2180 HH MIII TFS	B4300179	SP602-00762
Kenwood TK-2180 HH MIII TFS	B4300180	SP602-00763
Kenwood TK-2180 HH MIII TFS	B4300181	SP602-00764
Kenwood TK-2180 HH MIII TFS	B4300182	SP602-00765
Kenwood TK-2180 HH MIII TFS	B4300183	SP602-00766
Kenwood TK-2180 HH MIII TFS	B4300184	SP602-00767
Kenwood TK-2180 HH MIII TFS	B4300185	SP602-00768
Kenwood TK-2180 HH MIII TFS	B4300186	SP602-00769

3. Purpose. The City of Midwest City shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the City of Midwest City, or, when provided by law or pursuant to an agreement under 63 O.S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

4. Maintenance and Repair. The City of Midwest City will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

5. Indemnification. The City of Midwest City assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The

as allowed by Oklahoma law, R. J. Gresham
City Attorney
6/26/17

City of Midwest City further agrees to indemnify and hold the Board and Oklahoma County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The City of Midwest City agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director
320 Robert S. Kerr Avenue, Suite 101
Oklahoma City, Oklahoma 73102

6. Workers' Compensation Liability. The City of Midwest City shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

7. Use of Equipment. The City of Midwest City shall have the sole responsibility of ensuring that all drivers of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.

8. Notice of Accidents. Any Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.

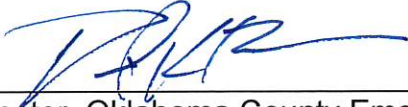
9. Injuries. The City of Midwest City shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.

10. Destruction of Equipment. Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Midwest City may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Midwest City.

11. Breach of Agreement. Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2017.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this _____ day of _____, 2017.



Assistant District Attorney

THE CITY OF MIDWEST CITY

APPROVED AND AGREED TO by the City of Midwest City this _____ day of _____, 2017.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, City Clerk

**BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA**

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2017.

By: _____
Brian Maughan, Chairman

By: _____
Willa Johnson, Member

By: _____
Ray Vaughn, Member

ATTEST:

David B. Hooten, County Clerk



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

MEMORANDUM:

Date: August 8, 2014
To: Honorable Mayor and Council
From: Catherine Wilson, Human Resources Director
Re: Discussion and consideration of entering into an agreement with Shape Fitness, LLC located at 10006 S.E. 15th Street, Midwest City, OK., to provide the employees of the City of Midwest City a discounted corporate membership rate of \$19.50 per person per month with the City agreeing to pay the \$20.00 fee per enrolled employee for the required access card.

Shape Fitness, LLC is excited to renew the City of Midwest City employees a discounted membership rate, this membership will give the city employees access to all of the Shape Fitness locations in Oklahoma. These locations are Chickasha, Choctaw, Duncan, Harrah, Midwest City, Moore, and two locations in Oklahoma City; additionally, city employees will have access to any new location(s) that may open in the future. The Gym has the following amenities and more:

- **24/7 access**, all exercise equipment including toning tables, access to personal trainers, free weights, machines, cardio equipment, group fitness classes, functional training room, basic tanning, showers, non-supervised children's play area and T.V. room. These amenities will have no additional cost(s) associated to the city or its employees.

The membership rates for City employees will be:

- The City of Midwest City will have a minimum of fifty (50) employees enrolled by August 1, 2014.
- The membership rate will be \$19.50 per person per month. (this is a \$35.00 discount from the deluxe membership rate of \$55.00 per month)
- The City of Midwest City agrees to withhold \$9.00 per pay check for each employee and their family member(s) who join the gym.
- The city agrees to make bi-weekly payments on behalf of its employees and their family members who join the gym.

The City will set up a payroll deduction to pay the membership monthly on behalf of the enrolled employees. The City agrees to pay the \$20.00 fee per enrolled employee for their access card.

This agreement will take the place of the old gym membership agreement the city had with Prime Time Fitness which went out of business in late May of this year. This agreement will provide an affordable membership to a local facility that has more equipment than departmental gyms currently offer.

Staff recommends approval of this agreement.

Catherine Wilson
Human Resources Director

Shape Fitness, LLC.

Corporate Gym Membership Agreement with the City of Midwest City

Shape Fitness agrees to offer the employees of Midwest City and their family members a discounted corporate gym membership at our facility located at 10006 S.E. 15th Street, Midwest City Oklahoma. The corporate membership will allow employees of the city and their family members' access to all the Shape Fitness facilities within the state of Oklahoma. There will be a minimum of fifty (50) employees joining the gym under this agreement. This Agreement will begin on the 19th of July 2017, and will run through July 20, 2018. The corporate membership rate is as follows:

- The City of Midwest City will have a minimum of (50) employees enrolled.
- The membership rate will be \$18 per person per month. (This is a \$37.00 discount from the deluxe membership rate of \$55.00 per month)
- The City of Midwest City agrees to withhold \$9.00 per pay check for each employee and their family member(s) who join the gym.
- The city agrees to make bi-weekly payments on behalf of its employees and their family members who join the gym.

The City of Midwest City agrees to pay for the employee's access card at the rate of \$20.00 per access card. The city agrees that all access cards for the employee(s) will be paid for prior to the 1st of each month. If an employee needs additional access card(s) for their family members; the employee will be responsible to purchase said card(s) at a rate of \$20.00 per access card, prior to the 1st of the month in which their gym membership begins. The access card will give the employee and their family member(s) 24/7 access to the Shape Fitness Gyms in the state of Oklahoma. Oklahoma locations include Chickasha, Choctaw, Harrah, Meeker, Midwest City, Moore, Oklahoma City, and Tecumseh; additionally, access to any new location(s) that may open in the future would be included in the membership.

The city agrees to provide the employee with all enrollment forms for the corporate gym membership, and will work with the Shape Fitness staff to process all enrollment forms prior to the 1st of the month in which an employee joins the gym.

The City of Midwest City agrees to set up a payroll deduction for each employee who enrolls to be a member of Shape Fitness under the corporate membership. The city will make a bi-weekly deduction of \$9.00 per employee and family member(s) if applicable. The

City will then pay Shape Fitness on a bi-weekly basis for the duration of the agreement on behalf of the employees who have joined the Gym under the corporate membership.

Shape Fitness agrees to provide a monthly attendance report to the city's Benefits and Wellness Coordinator.

Shape Fitness agrees to provide the following amenities to the employees of Midwest City and their family members: 24/7 access, access to personal trainers, all exercise equipment including toning tables, free weights, machines, cardio equipment, group fitness classes, functional training room, basic tanning, showers, non-supervised children's play area and T.V. room. These amenities will have no additional cost(s) associated to the city or it's employees under the corporate membership.

Either of the parties may terminate this agreement for any reason with a thirty (30) day Notice to the other party.

Andy Copeland Date
Owner, Operator of Shape Fitness

Matthew Dukes Date
Mayor of Midwest City

Catherine Wilson Date
Human Resources Director

Attest:

Signature _____

Title _____ Date _____

ATTEST:

CITY CLERK, Sara Hancock

APPROVED as to form and legality this ____ day of _____, 2017.

CITY ATTORNEY, Philip W. Anderson



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

Date: August 08, 2017
To: Honorable Mayor and Council
From: Catherine Wilson, HR Director

Re: Discussion and consideration of entering into an agreement with United PF Partners, LLC., DBA Planet Fitness located at 5701 E Reno Avenue, Midwest City, OK., to provide the employees of the City of Midwest City a discounted corporate Black Card membership rate of \$19.99 per person per month with the City agreeing to make Bi-Weekly payroll deductions on behalf of the employee and their family members enrolling in the membership.

United PF Partners (Planet Fitness) is excited to offer the City of Midwest City employees a discounted Black Card membership rate, this membership will give employees access to all Planet Fitness locations nationwide. This membership rate will cover the employee and their family members over the age of 13. The bi-weekly deduction from the employee's pay check will be \$9.22 per person the employee enrolls. This is a monthly total of \$19.99 per person.

The Gym has the following amenities:

- 24/7 access to over 1,200 locations nationwide
- Access to a Certified Fitness Trainer at NO additional charge
- Unlimited use of all exercise equipment and free fitness training with 50+ sessions a week with the personal trainer
- Unlimited use of the massage chairs and HydroMassage Beds
- Unlimited use of the tanning equipment
- "Share the Health," allows you to bring a guest free anytime
- Men and Women locker/shower rooms

The Planet Fitness is the home of "the Judgement Free Zone" a comfortable, and non-intimidating environment so that everyone can enjoy their workout free unwanted distractions.

City staff recommends approving this agreement to give our employees a choice of gym memberships.

Sincerely,

Catherine Wilson, MPA.
HR Director



A Special Offer For Midwest City Employees and their Family members.

Black Card Membership: *\$19.99 /month; no enrollment fee, no annual fee- SAVE 15%*

PF Black Card® Benefits Include:

- ⊗ "Share The Health" And Bring a Guest Anytime You Workout- No Charge!
- ⊗ Unlimited Use of Massage Chairs & HydroMassage Beds
- ⊗ Use of 1,200+ Planet Fitness Locations Nationwide
- ⊗ Unlimited Use of Tanning & Total Body Enhancement
- ⊗ Half-Price Cooler Drinks

Planet Fitness is the Home of *The Judgement Free Zone*®

A safe, comfortable, and non-intimidating environment so everyone can enjoy their workout free of unwanted distractions.

**Free and Unlimited Fitness Training
with 50+ sessions each week.**

"Healthy people make for a healthy community". This offer can be shared with family and friends when accompanied by an employee when signing up.*

Planet Fitness

5701 East Reno Avenue, Midwest City, OK



Midwest City Enrollment Authorization

The following employee and/or family member(s) have been approved to receive a Black Card membership paid for by Midwest City-

Employee/Family Member

Approved By

Date

Employees must present their employee ID when signing up at the gym

Planet Fitness

5701 East Reno Avenue, Midwest City, OK

Black Card® Benefits Include:

- ⚙ "Share The Health" And Bring a Guest Anytime You Workout- No Charge!
- ⚙ Unlimited Use of Massage Chairs & HydroMassage Beds
- ⚙ Use of 1,200+ Planet Fitness Locations Nationwide
- ⚙ Unlimited Use of Tanning & Total Body Enhancement
- ⚙ Half-Price Cooler Drinks

Planet Fitness is the Home of *The Judgement Free Zone*®

A safe, comfortable, and non-intimidating environment so everyone can enjoy their workout free of unwanted distractions.


United PF Partners, LLC., DBA Planet Fitness

Corporate Gym Membership Agreement with the City of Midwest City

United PF Partners, LLC agrees to offer the employees of Midwest City and their family members a discounted corporate gym membership at Planet Fitness, 5701 E Reno Avenue, Midwest City, Oklahoma. This agreement will begin on the 1st day of August 2017 and run through July 31, 2018.

- The City of Midwest City will have a minimum of fifty (50) employees enrolled by August 1, 2017.
- The membership rate will be \$19.99 per person per month for Black Card memberships, (no enrollment fee, no annual fee and no cancellation fee, must be 18), paid by the city on the members' behalf. The City may remove an employee or family member at any time with no cancellation fee.
- A list of perspective gym members (pre-approved by City), could be provided to Planet Fitness prior to August 1, 2017 enrollment in lieu of all needing a separate "Enrollment Form", all subsequent new members will be provided a signed copy of the attached "Enrollment Authorization" and all will complete the necessary membership agreement at the gym and receive their membership key card.
- The City agrees to make bi-weekly payments on behalf of its employees and their family members who join the gym. This could also be monthly if chosen by the City.
- Planet Fitness agrees to provide a monthly attendance report to the city's Benefits and Wellness Coordinator.

Either of the parties may terminate this agreement for any reason with a thirty (30) day notice to the other party.



Mallory Frick
Director of Administration, United PF Partners



Date

Matt Dukes
Mayor of Midwest City

Date

Attest:

Phillip W. Anderson, City Attorney

Date

Attached Midwest City Enrollment Authorization

ATTEST:

CITY CLERK, Sara Hancock

APPROVED as to form and legality this ____ day of _____, 2017.

CITY ATTORNEY, Philip W. Anderson



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: August 8, 2017

Subject: Discussion and consideration of approving and entering into an Instructor Services Agreement with Kim Dull to teach Cheer/Tumbling classes and Ballet/Gymnastics classes at the Nick Harroz Community Center from August 2017 through May 2018 for a fee of 70% of the class registration fees.

On June 23, 2017 the Parks and Recreation Department staff sent out dance and cheer instruction request for proposals to Team USAA Athletics, Greater YMCA of Oklahoma City, Gravity Dance Studio, Karen's Dance Studio, Tribe Cheer, Tumble Stars and Ms. Kim Dull. Ms. Kim Dull was the only proposal submitted.

Staff would like the City to enter into an instructor agreement with Kim Dull to teach Cheer/Tumbling classes and Ballet/Gymnastics classes at the Nick Harroz Community Center. She would teach two classes on Monday evenings. The first class would be Cheer/Tumbling for 7-12 year olds from 5:00 PM until 6:00 PM and the second class would be for ages 4-6 year olds 6:00 PM until 7:15 PM. She would receive seventy percent (70%) of the class registration fees as payment for her instruction services.

Ms. Dull is the niece of Mrs. Pam Haynie who taught classes for the Parks and Recreation Department for many years. Ms. Dull has helped Mrs. Haynie for several years and is very qualified to conduct the classes.

These classes are taught on the most basic levels and in a noncompetitive environment. They have remained very popular, reaching maximum capacity almost every time they're offered, and our patrons continue to give us very positive feedback.

Attached is a copy of the Instructor Services Agreement for your review. Staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Agreement

INSTRUCTOR SERVICES AGREEMENT
Parks & Recreation Division

This agreement is made August _____, 2017, by the parties, City of Midwest City (“Midwest City”) and Kim Dull (“Instructor”). Midwest City would like Instructor to conduct Cheer/Tumbling, and Ballet/Gymnastics and Instructor wishes to provide such classes as outlined below:

I. DESCRIPTION OF WORK

A. Under this Agreement Instructor shall:

1. Teach classes in Cheer/Tumbling 7-12 year olds, and Ballet/Gymnastics 4-6 year olds, (the “Classes”) on Monday evenings during from August 2017 through May, 2018 from 5:00pm – 7:15pm at the Midwest City Community Center (or other appropriate facility.)
2. Ensure that all participants in the Classes have enrolled and paid the fee.
3. Distribute information to participants in the Classes on behalf of Midwest City.
4. Understand that Instructor is an independent contractor and not an employee of the City of Midwest City and therefore ineligible for any benefits including, but not limited to, Workers’ Compensation.
5. Be solely responsible for payment of any and all taxes that are due as a result of Instructor receiving payment for services rendered under this Agreement.
6. Be responsible for any and all claims for damage of any nature which may arise from or during the Classes.
7. Abide by all policies and procedures of Midwest City and the Parks and Recreation Department.

B. Under this Agreement Midwest City shall:

1. Provide an area in the Midwest City Community Center (or other appropriate facility) in which Instructor shall conduct the Classes.
2. Enroll and collect fees from participants.
3. Limit the number of participants in each class to 20 for Cheer/Tumbling, and 10 for Ballet/Gymnastics.

II. PAYMENT

Within two weeks of the conclusion of the Classes, the Instructor is responsible for providing the City of Midwest City with an invoice in the amount specified. Midwest City shall pay Instructor a fee of seventy percent (70%) of the total fees collected from participants in the Classes.

III. INSURANCE

Midwest City and Instructor shall provide each other with proof of insurance or self-insurance in compliance with state statutes.

IV. TERMINATION

Either party may terminate this Agreement without cause at any time by giving not less than six (6) weeks written notice to the other party of the intention to terminate this Agreement and the specific termination date.

The instructor may not solicit students for any other programs other than programs provided by the city of Midwest City.

V. COMMUNICATION

Notices or communications required or permitted to be given under this Agreement shall be hand delivered or sent by United States registered or certified mail, postage prepaid with return receipt requested:

If to Instructor:
Kim Dull
P.O. Box 451
Harrah, OK 73045

If to Midwest City:
Parks and Recreation Manager
100 North Midwest Boulevard
Midwest City, OK 73110

VI. CATASTROPHE

Neither Instructor nor Midwest City shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closing, governmental rules or regulations, or similar causes beyond the reasonable control of such party, or real or personal property destroyed or damaged due to such causes.

KIM DULL, INSTRUCTOR DATE

MATTHEW D. DUKES II, MAYOR DATE

ATTEST:

CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2017.

CITY ATTORNEY



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

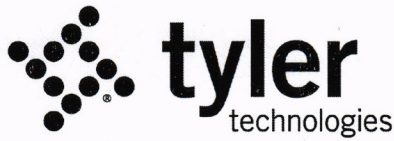
DATE: August 8, 2017

SUBJECT: Discussion and consideration of renewing for fiscal year 2017-2018 the contracts with **Electronic Storage Corporation** in the amount of \$1,439.00 for the Superior data Backups; **Park Place Technologies LLC** in the amount of \$13,249.80 for SAN maintenance; **SHI International Corp.** in the amount of \$8,550.00 for software maintenance in connection with the City's GroupWise email system; and **Tyler Technologies** in the amount of \$10,650.01 for software maintenance for the time and attendance system.

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. The originals of these contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are available in the city clerk's office for your convenience.

Staff recommends approval.

Ryan Rushing
Information Technology Director



Empowering people who serve the public®

Remittance: Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice

Table with Invoice No (045-191430), Date (06/01/2017), and Page (1 of 1)

Questions:

Tyler Technologies - ERP & Schools Phone: 1-800-772-2260 Press 2, then 1 Fax: 1-866-673-3274 Email: ar@tylertech.com



Bill To: City of Midwest City 100 N. Midwest Boulevard Midwest City, OK 73110

Ship To: City of Midwest City 100 N. Midwest Boulevard Midwest City, OK 73110

Summary table with columns: Customer No. (43874), Ord No (94351), PO Number, Currency (USD), Terms (NET30), Due Date (07/01/2017)

Main invoice table with columns: Date, Description, Units, Rate, Extended Price. Includes contract details for Midwest City, OK.

ATTENTION Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Summary table with Subtotal (10,650.01), Sales Tax (0.00), and Invoice Total (10,650.01)

Hi!

Please see below for the renewal of your software as it is coming due. If you have any questions or concerns, please feel free to contact me. Please send all PO's to MOKA@shi.com.

Thanks,
Neil Cotter



Pricing Proposal

Quotation #:	13120401
Description:	Novell(2)
Created On:	Mar-10-2017
Valid Until:	Jun-30-2017

City of Midwest City OK

Matthew Schratwieser

United States
Phone: (405) 732-2281
Fax:
Email: mschratwieser@MidwestCityOK.org

Inside Account Manager

Neil Cotter

290 Davidson Ave
Somerset, NJ 08873
Phone: 888-394-5232
Fax: 888-394-5322
Email: MOKA@SHI.COM

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 GroupWise including Mobile Server 1-Mailbox 1-Year Renewal Total Care Novell - Part#: 877-008002 Coverage Term: Jul-01-2017 – Jun-30-2018 Note: Software, ESD	342	\$25.00	\$8,550.00
		Total	\$8,550.00

Additional Comments

Thank you for choosing SHI !

Please reach out to MOKA@shi.com for all quote requests, purchase orders & questions !

Retrieve your quote:

<https://www.shi.com/Quotes/Quoteinfo.aspx>

The Products offered under this proposal are subject to the [SHI Return Policy](#), unless there is an existing agreement between SHI and the Customer.



Park Place Technologies LLC
 5910 Landerbrook Drive Suite 300, Mayfield Heights, OH 44124 United States
 Phone 800-931-3366 Facsimile 800-531-6303
<http://www.parkplacetechnologies.com>

Service Agreement

Pricing is valid for 30 days from quote date below

Company: City of Midwest City
Address: 100 N Midwest Blvd

 Midwest City, OK 73110-4327

Partner: City of Midwest City
 100 N Midwest Blvd

 Midwest City, OK 73110-4327

Quote #: 98852-0
Quote Date: 3/3/2017
Term Start: 7/1/2017
Term End: 6/30/2018

Contact: Travis, Chuck
Phone: (405)739-1373
Email: mschratwieser@MidwestCityOK.org

Park Place Rep: Keiran, Scott
Partner Contact: Travis, Chuck
Agreement #: D25173M

Billing Frequency: Quarterly
Payment Terms: Net 30
Currency: USD

												Total
OEM	Serial Number	Model Number	Description	SLA	QTY	Location	Host	Action	Start Date	End Date	13,249.80	
1	Brocade	ALJ2527F0NP	BR-300	Brocade 300 16-port Active 4GB SW SFP	7x24x4	1	Midwest City, OK	CHSwitch1	Renewal	7/1/2017	6/30/2018	540.00
2	Brocade	ALJ2527F0NY	BR-300	Brocade 300 16-port Active 4GB SW SFP	7x24x4	1	Midwest City, OK	CHSwitch2	Renewal	7/1/2017	6/30/2018	540.00
3	Brocade	ALJ2505H0HE	BR-300	Brocade 300 16-port Active 4GB SW SFP	7x24x4	1	Midwest City, OK	PWASwitch1	Renewal	7/1/2017	6/30/2018	540.00
4	Brocade	ALJ2505H0JM	BR-300	Brocade 300 16-port Active 4GB SW SFP	7x24x4	1	Midwest City, OK	PWASwitch2	Renewal	7/1/2017	6/30/2018	540.00
5	EMC	APM00121201075	VNX53D153T72	VNX VNX5300 DPE; 15X3.5; 6X3TB DRV EMC RACK	7x24x4	1	Midwest City, OK		Renewal	7/1/2017	6/30/2018	4,944.60
6	EMC		V3-VS07-030	3.5 IN 3TB 7.2K 6GB SAS DISK DRIVE	7x24x4	26	Midwest City, OK		Renewal	7/1/2017	6/30/2018	incl.
7	EMC		V3-VS15-600	VNX 600GB 15K SAS DISK DRIVE	7x24x4	40	Midwest City, OK		Renewal	7/1/2017	6/30/2018	incl.
8	EMC		VNX6GSDAE15	VNX 15X3.5 IN 6GB SAS EXP DAE -EMC RACK	7x24x4	4	Midwest City, OK		Renewal	7/1/2017	6/30/2018	incl.
9	EMC	APM00121200397	VNX53D153T72	VNX VNX5300 DPE; 15X3.5; 6X3TB DRV EMC RACK	7x24x4	1	Midwest City, OK		Renewal	7/1/2017	6/30/2018	6,145.20
10	EMC		V3-VS07-030	3.5 IN 3TB 7.2K 6GB SAS DISK DRIVE	7x24x4	52	Midwest City, OK		Renewal	7/1/2017	6/30/2018	incl.
11	EMC		V3-VS07-040	4TB 7.2K 6Gb NL SAS Drive	7x24x4	32	Midwest City, OK		Renewal	7/1/2017	6/30/2018	incl.
12	EMC		VNX6GSDAE15	VNX 15X3.5 IN 6GB SAS EXP DAE -EMC RACK	7x24x4	5	Midwest City, OK		Renewal	7/1/2017	6/30/2018	incl.

Disclaimer:
 Tax is not included in this quote, but will be listed on the invoice when applicable. If you are exempt, please provide an exemption certificate to avoid being charged sales tax.

PARK PLACE TERMS AND CONDITIONS

By accepting these terms, Park Place Technologies LLC ("Park Place") agrees to provide and the undersigned "Customer" agrees to accept maintenance service listed on Exhibit A, the Equipment and Features List, and for any additional "Equipment" and "Features" that may be added by Customer, subject to written acceptance by Park Place.

1. **TERMS OF AGREEMENT.** The "Term" of this Agreement begins and ends on the dates as listed in Exhibit A, unless sooner terminated in accordance with the provisions of this Agreement. It will automatically renew for successive one-year terms, unless either party exercises its option to terminate this Agreement. To exercise its option to terminate at the end of a Term, a party must deliver a written notice of termination to the other party that is received no later than sixty (60) days before the last day of the then-existing Term. This Agreement may be terminated by either party if the other party has failed to comply with its terms and conditions. The Customer may remove individual Equipment and/or Features by giving sixty (60) days' written notice to Park Place.
2. **RESPONSIBILITIES OF THE CUSTOMER.** The Customer will maintain environmental conditions on its site for the duration of this Agreement as specified by the original equipment manufacturer. The Customer shall provide Park Place with full and free access to the Equipment, and a safe place in which to perform maintenance service. The Customer shall also maintain a current backup of the Operating System and other applicable software programs and data. Should any person other than Park Place service representatives repair, modify, or perform any maintenance service on any Equipment as listed on Exhibit A, and as a result, Park Place is required to restore the Equipment to good operating condition, the Customer will be billed separately per the call rates and terms in effect at that time.
3. **INSPECTION AND REPAIR.** As part of its all-inclusive service, Park Place will provide an on-site or virtual inspection of any Equipment covered by this Agreement. The Equipment shall be made available to determine if it is in good operating condition. Until the inspection has been performed, Park Place cannot guarantee the quality or approach of its maintenance services. Any repairs or adjustments that are required to bring the Equipment into good operating condition are not included in this Agreement. Customer has the choice of using Park Place service representatives to perform the needed repairs under a separately-negotiated contract, or bring the Equipment into good working condition with another vendor. Park Place reserves the right to adjust the Equipment and Features List after the inspection, which shall be negotiated in good faith with the Customer. Park Place may terminate this Agreement if the Equipment is not brought up to good working condition.
4. **RESPONSIBILITIES OF PARK PLACE.** Park Place shall maintain the Equipment and Features listed on Exhibit A or other amendments, in good operating condition, according to the hours of coverage as listed in Exhibit A. Maintenance service includes on-call remedial maintenance including: lubrication, adjustments, and replacement of parts as warranted. Park Place shall exchange faulty hardware for new, or reconditioned to perform as new, hardware. Faulty hardware parts shall then become Park Place property. All services are dependent upon hardware availability on reasonable terms. If hardware cannot be replaced or if parts are no longer available, Park Place shall work with Customer to find a mutually acceptable solution. Maintenance service is limited to only those adjustments or repairs that are the result of normal usage, wear, and tear.
5. **EXCLUSIONS FROM PARK PLACE MAINTENANCE SERVICE.** The following services are outside the scope of maintenance service provided by Park Place service representatives: **(a)** Electrical work external to the Equipment; **(b)** Modems/telephone lines; **(c)** Repair of damage which adversely affects the Equipment's operability or serviceability. Damage is described as follows: caused by fire, flood, water, lightning, transportation, or due to neglect or misuse; **(d)** Repair of damage caused by the Customer's improper use, management, or supervision of the Equipment, including electrical power, air conditioning, or humidity control, or damage which is caused by the use of the Equipment for purposes other than for which it is designed; **(e)** Furnishing platens, drums, batteries, supplies, or other accessories, including media such as tapes and disk packs; **(f)** Furnishing printer consumables: fusers, maintenance kits, feed rollers, separation, transfer toners, ribbons, thermal print heads, jet print head bleeder kits and lines, and scanner lamps or bulbs; **(g)** Systems engineering services or software support, including programming, diagnosis of application software problems, hardware or software upgrades, restoration of operating systems, programs, and files, or preparation of Customer's media for such files; **(h)** Maintenance or repairs based on Customer's unauthorized attempt to repair or maintain the Equipment, or any changes, modifications, or alterations in or to the Equipment. Customer will contact Park Place for authorization prior to attempting repair or maintenance of the covered Equipment. Excluded services noted above may be performed by a separately-negotiated Agreement.
6. **INVOICES, PAYMENTS, AND CHARGES.**
 - a. Maintenance and other charges will be invoiced in advance and are due and payable within 30 days of receipt of invoice. Park Place reserves the right to adjust the specified charges if the Equipment specifications, attachments, or features of any item or Equipment are changed after the start date. Charges for a partial-month's service will be prorated on the basis of a 30-day month. All invoices unpaid thirty (30) days after the invoice date will have interest applied at the rate of 1.5% per month. Customer agrees to pay all costs involved in collecting overdue accounts, including reasonable attorney's fees. Park Place may terminate maintenance service by giving ten (10) days' written notice to the Customer when Customer is in payment default.
 - b. Rates and fees shall remain unchanged for the first term of this Agreement. Park Place may negotiate a price change with the Customer after the first term.

- c. Any unscheduled on-call remedial maintenance not included in Exhibit A will be invoiced to the Customer, based on the current Park Place on-call rates. Travel time and expenses will also be included in this fee.
 - d. All taxes shall be the responsibility of the Customer. Taxes include: import duties, customs, federal, state, municipal, or any other government excise sales, use, occupational, or similar taxes.
 - e. Unpaid maintenance fees (and any associated costs and expenses) shall become immediately due and payable to Park Place, if this Agreement is terminated for any reason. Any pre-payment of services that are part of an early termination, shall be reimbursed according to the date of termination and prorated based on a 30-day month.
- 7. LIMITS OF LIABILITY.** PARK PLACE'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PARK PLACE'S SOLE NEGLIGENCE. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF NEGLIGENCE WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF LIABILITY. PARK PLACE SHALL NOT BE LIABLE IN CONTRACT LAW, TORT, OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGE PERTAINING TO THE MAINTENANCE SERVICE OR EQUIPMENT OUTLINED IN THIS AGREEMENT. NOR WILL PARK PLACE BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR EQUIPMENT, OR SERVICE DOWN-TIME COSTS. THIS LIMIT OF LIABILITY SHALL ALSO EXTEND TO CUSTOMERS OF THE CUSTOMER, NO MATTER HOW SUCH DAMAGES OCCURRED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT, OR DELAY OF PARK PLACE, OR BREACH OR FAILURE TO PERFORM THIS AGREEMENT.
- 8. DISCLAIMER OF WARRANTIES.** PARK PLACE PROVIDES COMPUTER EQUIPMENT MAINTENANCE SERVICES ON AN "AS IS" BASIS AND MAKES NO OTHER WARRANTIES. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING: IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, A WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING PERFORMANCE, OR USAGE OF TRADE.
- 9. PERIOD OF MAINTENANCE SERVICE AVAILABILITY.** The maintenance charges described in Exhibit A entitles the Customer to maintenance service availability as defined on Exhibit A.
- 10. GENERAL.**
- a. Park Place shall not be liable for delays caused by an act of God or any matter beyond Park Place's reasonable control, which can include fire, flood, earthquake, explosion, strike, labor dispute, war, riot or other civil commotion, transportation delay, labor or material shortage, Customer's subcontractor or vendor delay, and government act. The date and time of service shall be extended for a period equal to the time lost by the reason of delay.
 - b. The parties shall have one (1) year after the discovery of a breach of this Agreement in which to file a claim for action.
 - c. Park Place reserves the right to assign or subcontract to third parties all or part of the maintenance services which are included in this Agreement.
 - d. These terms and conditions shall prevail despite any variance that is submitted by the Customer for the repair or maintenance of the Equipment.
- 11. PROPRIETARY AND CONFIDENTIAL INFORMATION.** Park Place and Customer agree not to disclose to any third party, by any means, any proprietary data or confidential information of the other that the parties may have obtained in the performance of its duties without the prior written permission. However, each Party may disclose to a certified partner, who has a bona fide need to know of the Confidential Information, as it pertains to the evaluation or provision of maintenance and service duties.
- 12. SEVERABILITY AND WAIVER.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- 13. GOVERNING LAW.** The laws of Ohio govern all matters with respect to this Agreement.
- 14. ENTIRE AGREEMENT.** This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.
- 15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

To evidence the parties agreement to the Terms and Conditions set forth herein, they have executed this document on the date of signature by Customer.

Customer

Park Place Technologies LLC

Signature

Signature

Print Name

Title

Hal Malstrom

EVP Global Service Operations

Print Name

Title

Date

Date

Initial if a purchase order is not required: _____

Initial Here: _____



**Electronic
Storage
Corporation**

Electronic Storage Corporation
 5127 S 95th E Ave
 Tulsa, OK 74145
 Ph: (800) 444-6283 or (918) 664-7276
 Fax: 918-664-6715
 Print Date:02/21/17

Proposal# 060315-164447-03

City of Midwest City
 100 North Midwest Blvd.
 Midwest City OK 73110

Attn: Matthew Schratwieser
 mschratwieser@MidwestCityOK.org

Product Code	Description	Qty	Net Cost Each	Total Cost
LVB-M	LaserVault Backup Yearly Maintenance	1		

Payment Terms:

See Additional Comments

SubTotal:	\$1,439.00
Shipping & Handling:	.00

Total: \$1,439.00



Electronic
Storage
Corporation

Electronic Storage Corporation
5127 S 95th E Ave
Tulsa, OK 74145
Ph: (800) 444-6283 or (918) 664-7276
Fax: 918-664-6715
Print Date:02/21/17

Proposal# 060315-164447-03

Additional Comments:

Payment terms: Prior to expiration date 6/30/2017

Support and maintenance terms: 7/1/2017 Thru 6/30/2018

To Order:

To proceed with this order, sign below and email all pages to orders@laservault.com or fax to: Sharon Wing, 918-664-6715

City of Midwest City - Inq: 1276393 100 North Midwest Blvd. Midwest City OK 73110 Phone: 405-869-8684 Fax: Contact Name: Matthew Schratwieser Contact Title: Systems Administrator	
Accepted By: _____ Title: _____ Purchase Order # (If applicable): _____ Date: _____ (ESC) Approved By: _____ Date: _____ The software license fee, and support and maintenance fees and term can be referenced in the Software License Agreement and Support and Maintenance Agreement. Any changes to this document must be initialed by both parties. Order is not complete until properly signed by an authorized representative of Electronic Storage Corporation.	



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1207 /Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: August 8, 2017

SUBJECT: Discussion and consideration of 1) forming a Council committee to assist with possible construction or reconstruction of an Animal Welfare Center; and 2) appointing Councilmembers Susan Eads, Sean Reed, and Pat Byrne.

During the July 11, 2017 Council meeting, Councilmember Eads made a motion to form of a committee. Staff recommends that the Council appoint Councilmembers Susan Eads, Sean Reed, and Pat Byrne to study, in depth, the needs and feasibility of an Animal Welfare Center and then bring their recommendations to the full Council.

Action is at the Council's discretion.

J. Guy Henson, City Manager



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

To: Honorable Mayor and Council
From: Terri Craft, Grants Manager
Date: August 8, 2017
Subject: Discussion and consideration of appointing Cyrus Valanejad to fill the Mayor's representative position on the Citizens' Advisory Committee on Housing and Community Development and reappointing Mike Anderson, Espaniola Bowen and Dr. John Hatfield for additional four year terms.

Mr. Cyrus Valanejad has indicated his willingness to serve on the committee. The terms of Mike Anderson, Espaniola Bowen and Dr. John Hatfield will expire on August 12, 2017. All wish to be considered for reappointment. Their terms would expire 08/12/21.

The Citizens' Advisory Committee on Housing and Community Development meets on call 4 to 5 times a year. Members of the committee serve 4-year terms and are as follows:

		<u>Term Expires</u>
Mike Anderson	Ward 1 Appointee, Chairman	08/12/17
Tammy Pote	Ward 2 Appointee	08/12/19
Espaniola Bowen	Ward 3 Appointee	08/12/17
John Black	Ward 4 Appointee	08/12/19
Dr. John Hatfield	Ward 5 Appointee, Vice Chairman	08/12/19
Elaine Winterink	Ward 6 Appointee	08/12/19
Jessie Stone	Mayor's Appointee	08/12/17

Staff recommends approval.

Terri L. Craft
Grants Manager



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : August 8, 2017

SUBJECT : Discussion and consideration of 1) appointing Jess Huskey to the Parkland Review Committee as Planning Commission's appointment to fill the unexpired term of Floyd Wicker, and 2) to reappoint Jess Huskey to the Parkland Review Committee for an additional 3 year term.

Floyd Wicker's term on the Parkland Review Committee ends 8/9/17. With his passing, the Planning Commission wishes to appoint Jess Huskey to fill Floyd's unexpired term. Since this term will expire on 8/9/17, Planning Commission requests that Mr. Huskey also be appointed for an additional 3-year term.

This committee was established in the City Charter and is an authorized decision-maker for the implementation of Section 38-51. - Parks and open space dedication. The members are appointed by various City Boards/Commissions with the exception of one Mayor Appointee that serves a three-year term. The current members are

Carolyn Burkes (Mayor's Appointment/3-year terms) term ends 04-09-19

Casey Hurt (Park & Recreation Board Appointment) term ends 03-26-20

Todd Isaac (Builders' Board Appointment) term ends 05-23-20

Floyd Wicker (Planning Commission Appointment) term ends 08-09-17

Grace Sullivan (Tree Board Appointment) term ends 03-26-19

Action is at the discretion of Mayor and Council.

Billy Harless, AICP
Community Development Director



DISCUSSION ITEM





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : August 8, 2017

SUBJECT : Discussion on the status, condition, progress or recommendations concerning the latest evaluation of Heritage Park Mall located at 6801 East Reno.

Staff will provide a verbal report concerning the latest status of Heritage Park Mall, 6801 East Reno. This status report may include reports from Community Development, Fire Department, Neighborhood Services and/or the EDC Director. Mr. Amhad Bahreni, the land owner of Heritage Park Mall, has been notified and encouraged to attend and participate during the discussion.

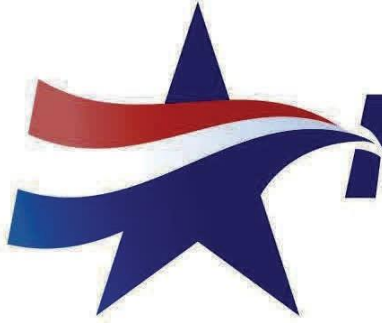
Action is at the discretion of Council.

Billy Harless, AICP
Community Development Director



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY
AGENDA

MIDWEST CITY, OK



EST 1942



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

August 08, 2017 - 7:01 PM

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 25, 2017 as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Capital Drainage Improvements Fund, expenses/Drainage Improvements (72) \$37,343. Storm Water Quality Fund, expenses/Stormwater (61) \$251,550. Capital Water Improvements Fund, expenses/Capital Water Imp. (49) \$385,104. Construction Loan Payment Fund, expenses/Water (42) \$1,349,961. Sewer Constructions Fund, expenses/Sewer Construction (46) \$10,533. Utility Services Fund, expenses/Utility Services (50) \$3,151. Capital Sewer Improvements Fund, expenses/Sewer Improvements (44) \$55,000. Utilities Capital Outlay Fund, expenses/Sanitation (41) \$3,500,000; expenses/Utility Services (50) \$102,197. Sanitation Fund, expenses/Sanitation (41) \$505,754. Water Fund, expenses/Water (42) \$59,630. Wastewater Fund, expenses/Wastewater (43) \$17,579. FF&E Reserve Fund, expenses/Hotel/Conf. Center (40) \$171,687. Golf Fund, expenses/Gold (47) \$12,000. (Finance - C. Barron)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



CONSENT AGENDA



Notice of regular meetings for staff briefings for the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MUNICIPAL AUTHORITY**

July 25, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 6:49 p.m. with the following members present: Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and the Secretary, Sara Hancock. Absent: Susan Eads.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for July 25, 2017. Staff briefed the Trustees on various items on the agenda, and the Trustees sought clarification and discussed individual agenda items with Staff.

Chairman Dukes closed the meeting at 6:50 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of regular Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

MINUTES OF THE REGULAR MIDWEST CITY MUNICIPAL AUTHORITY MEETING

July 25, 2017 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:26 p.m. with the following members present: Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and the Secretary, Sara Hancock. Absent: Susan Eads.

Consent Agenda.

Dawkins made a motion to approve the consent agenda, as submitted, seconded by Byrne.

1. Discussion and consideration of approving the minutes of the June 27, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 11, 2017 as submitted.
3. Discussion and consideration of passing and approving Resolution 2017-02 for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budgets as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017.
4. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending June 30, 2017.
5. Discussion and consideration of declaring a Quantitray Sealer 2X, model number 89-10894-04, serial number 10-350-06867 from the Stormwater Quality Department, surplus property and authorizing its disposal by trade-in on a new replacement from IDEXX Laboratories.

Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Eads. Motion carried.

New Business/Public Discussion. There was no new business or public discussion.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 7:27 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: August 8, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Capital Drainage Improvements Fund, expenses/Drainage Improvements (72) \$37,343. Storm Water Quality Fund, expenses/Stormwater (61) \$251,550. Capital Water Improvements Fund, expenses/Capital Water Imp. (49) \$385,104. Construction Loan Payment Fund, expenses/Water (42) \$1,349,961. Sewer Constructions Fund, expenses/Sewer Construction (46) \$10,533. Utility Services Fund, expenses/Utility Services (50) \$3,151. Capital Sewer Improvements Fund, expenses/Sewer Improvements (44) \$55,000. Utilities Capital Outlay Fund, expenses/Sanitation (41) \$3,500,000; expenses/Utility Services (50) \$102,197. Sanitation Fund, expenses/Sanitation (41) \$505,754. Water Fund, expenses/Water (42) \$59,630. Wastewater Fund, expenses/Wastewater (43) \$17,579. FF&E Reserve Fund, expenses/Hotel/Conf. Center (40) \$171,687. Golf Fund, expenses/Gold (47) \$12,000.

The supplements are needed to roll remaining capital outlay budgets from fiscal year 2016-2017 to current fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

August 8, 2017

Fund CAPITAL DRAINAGE IMPROVEMENTS (060)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
72	Drainage Improvements			37,343	
		<u>0</u>	<u>0</u>	<u>37,343</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund STORMWATER (061)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Stormwater			251,550	
		<u>0</u>	<u>0</u>	<u>251,550</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL WATER IMPROVEMENTS (172)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
49	Capital Water Imp.			385,104	
		<u>0</u>	<u>0</u>	<u>385,104</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund CONSTRUCTION LOAN PAYMENT (178)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			1,349,961	
		<u>0</u>	<u>0</u>	<u>1,349,961</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

August 8, 2017

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
46	Sewer Construction			10,533	
		<u>0</u>	<u>0</u>	<u>10,533</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund UTILITY SERVICES (187)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Utility Services			3,151	
		<u>0</u>	<u>0</u>	<u>3,151</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL SEWER IMPROVEMENTS (188)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
44	Sewer Improvements			55,000	
		<u>0</u>	<u>0</u>	<u>55,000</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			3,500,000	
50	Utility Services			102,197	
		<u>0</u>	<u>0</u>	<u>3,602,197</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

August 8, 2017

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			505,754	
		<u>0</u>	<u>0</u>	<u>505,754</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			59,630	
		<u>0</u>	<u>0</u>	<u>59,630</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Wastewater			17,579	
		<u>0</u>	<u>0</u>	<u>17,579</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Fund FF&E RESERVE (196)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
40	Hotel/Conf. Center			171,687	
		<u>0</u>	<u>0</u>	<u>171,687</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

August 8, 2017

Fund GOLF (197)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	Golf			12,000	
		<u>0</u>	<u>0</u>	<u>12,000</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Capital Outlay Project Balances

Project	Project Description	Account Number	Department Description	Roll
721301	EQUIP TRAILER	060-7210-431.40-02	DRAINAGE IMPROVEMENTS	\$17,343
721701	TRACKHOE (1ST YR)	060-7210-431.40-02	DRAINAGE IMPROVEMENTS	\$20,000
611701	STREET SWEEPER 1ST YR	061-6110-431.40-01	STORM WATER	\$125,000
611407	HHW PERMANENT BLDG	061-6110-431.40-07	STORM WATER	\$100,000
611503	FENCING HHW BLDG	061-6110-431.40-15	STORM WATER	\$13,500
611707	I-PADS	061-6110-431.40-49	STORM WATER	\$3,050
611706	CITY WORKS DATABASE	061-6110-431.40-50	STORM WATER	\$10,000
491601	CEILING IN FILTER BAY	172-4910-461.40-05	CAPITAL WATER IMP	\$95,000
491701	ENG FOR EASTSIDE WATER	172-4910-461.40-05	CAPITAL WATER IMP	\$250,000
491702	BOOSTER STATION COMM LINE	172-4910-461.40-05	CAPITAL WATER IMP	\$40,104
421416	SE 15 ST WIDENING RELOCAT	178-4200-480.40-05	WATER DEPARTMENT	\$119,090
421502	EASTSIDE BOOSTER PH1	178-4200-480.40-05	WATER DEPARTMENT	\$550,000
421602	ROOFS AT WATER PLANT	178-4200-480.40-05	WATER DEPARTMENT	\$134,000
421603	REHAB 2 WELLS	178-4200-480.40-05	WATER DEPARTMENT	\$100,000
421604	EASTSIDE DIST IMP PH4	178-4200-480.40-05	WATER DEPARTMENT	\$181,639
421703	SE 29TH LOOP - DGLS-POST	178-4200-480.40-05	WATER DEPARTMENT	\$250,000
421704	MEAD DR LOOP - 15TH/POST	178-4200-480.40-05	WATER DEPARTMENT	\$15,232
461502	SCADA HARDWARE-FOR PLANT	186-4600-432.40-05	SEWER CONSTRUCTION	\$10,533
501603	COPIER/PRINTER	187-5011-415.40-02	UTILITY SERVICES	\$350
501702	SCANNER	187-5011-415.40-02	UTILITY SERVICES	\$301
501704	PRINTER FOR BILLING RPTS	187-5011-415.40-02	UTILITY SERVICES	\$2,500
441703	16 SECURITY CAMERAS	188-4410-432.40-02	SEWER IMPROVEMENTS	\$25,000
441706	IT UPGRADE AT WWTP	188-4410-432.40-02	SEWER IMPROVEMENTS	\$30,000
411613	FRONT END LOADER	189-4110-432.40-01	SANITATION DEPARTMENT	\$188,000
411614	3 TRANSPORT TRAILERS	189-4110-432.40-02	SANITATION DEPARTMENT	\$223,500
411612	TRANSFER STATION	189-4110-432.40-07	SANITATION DEPARTMENT	\$2,500,000
411615	LAND/CONTINGENCY	189-4110-432.40-09	SANITATION DEPARTMENT	\$588,500
501004	AUTO METER READING SYSTEM	189-5012-434.40-05	UTILITY SERVICES	\$102,197
411701	AUTOM SIDE LOADER W/CNG	190-4110-432.40-01	SANITATION DEPARTMENT	\$335,000
411610	AVL FOR ALL TRUCKS	190-4110-432.40-02	SANITATION DEPARTMENT	\$11,584
411704	AVL INTERFACE	190-4110-432.40-02	SANITATION DEPARTMENT	\$9,500
411705	(25) 8 YD DUMPSTERS	190-4110-432.40-02	SANITATION DEPARTMENT	\$28,700
411706	(20) 6 YD DUMPSTERS	190-4110-432.40-02	SANITATION DEPARTMENT	\$19,600
411707	(15) 4 YD DUMPSTERS	190-4110-432.40-02	SANITATION DEPARTMENT	\$10,170
411710	REBUILD DUMPSTERS	190-4110-432.40-02	SANITATION DEPARTMENT	\$70,000
411711	HD VIDEO CAMERA	190-4110-432.40-02	SANITATION DEPARTMENT	\$2,000
411712	REMODEL SANIT AREA @ PWA	190-4110-432.40-14	SANITATION DEPARTMENT	\$15,000
411611	REPLACE 1 COMPUTER	190-4110-432.40-49	SANITATION DEPARTMENT	\$1,200
411713	ESRI GEOEVENT	190-4110-432.40-50	SANITATION DEPARTMENT	\$3,000
421709	TURBIDITY METER	191-4210-461.40-02	WATER DEPARTMENT	\$6,500
421605	FIRE HYDRANTS	191-4210-461.40-05	WATER DEPARTMENT	\$20,000
421707	WATER METERS & HARDWARE	191-4210-461.40-05	WATER DEPARTMENT	\$29,130
421710	COMPUTERS	191-4210-461.40-49	WATER DEPARTMENT	\$4,000
431602	EBARA SUBMERSIBLE PUMP	192-4310-432.40-02	SEWER DEPARTMENT	\$8,079
431710	ALARM AGENTS	192-4310-432.40-02	SEWER DEPARTMENT	\$7,500
431702	2 DESKTOP COMPUTERS	192-4310-432.40-49	SEWER DEPARTMENT	\$2,000
401709	HOUSEKEEPING CARTS	196-4010-451.40-02	HOTEL/CONF CENTER	\$1,461

401607	DOOR RPLACEMENT 1 FLOOR	196-4010-451.40-14	HOTEL/CONF CENTER	\$38,500
401617	PAINT MTG AREAS -REED CTR	196-4010-451.40-14	HOTEL/CONF CENTER	\$7,910
401701	REED CENTER CARPET	196-4010-451.40-14	HOTEL/CONF CENTER	\$30,240
401702	PTAC HEAT/AIR UNITS	196-4010-451.40-14	HOTEL/CONF CENTER	\$3,967
401703	GUEST RM BATHROOM WALLS	196-4010-451.40-14	HOTEL/CONF CENTER	\$35,000
401705	VANITY REPLACEMENT	196-4010-451.40-14	HOTEL/CONF CENTER	\$40,119
401710	LANDSCAPING	196-4010-451.40-15	HOTEL/CONF CENTER	\$5,000
401608	COMPUTERS/PRINTERS	196-4010-451.40-49	HOTEL/CONF CENTER	\$7,490
401706	COMPUTERS/PRINTERS	196-4010-451.40-49	HOTEL/CONF CENTER	\$2,000
471602	SOFTWARE	197-4710-451.40-50	JOHN CONRAD REGIONAL GOLF	\$12,000
TOTAL				<u>\$6,461,489</u>



MEMORIAL HOSPITAL
AUTHORITY AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

August 08, 2017 - 7:02 PM

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the July 25, 2017 staff briefing and regular meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the Sooner Rose T.I.F. Fund for FY 2017-2018, increase: Sooner Rose T.I.F. Fund, revenue/Transfers In (00) \$16,475,000; expenses/Hospital Authority (90) \$16,475,000. (Finance - C. Barron)
3. Discussion and consideration of approving an Assignment of Contract for Purchase of Property from Sooner Investment Group, Inc. to the Midwest City Memorial Hospital Authority pursuant to the Sooner Rose Phase II-Retail Development Financing and Assistance Agreement dated April 21, 2017, more fully discussed in the attached Assignment of Contract. (Authority Counsel - P. Anderson)
4. Discussion and consideration of approving the revised Reciprocal Driveways and Pylon Sign Easement Agreement between SR2 DEV LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement. (City Attorney - P. Anderson)
5. Discussion and consideration of approving the revised Storm Water Drainage and Utility Easement Agreement between Sooner Rose-A LLC, Sooner Rose LLC, SR-HL LLC, SR2 Dev LLC, Platinum Hospitality LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement. (City Attorney - P. Anderson)

C. DISCUSSION ITEM.

1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. ADJOURNMENT.



CONSENT AGENDA



Notice of regular meetings for staff briefings for the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

July 25, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 6:48 p.m. with the following members present: Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and the Secretary, Sara Hancock. Absent: Susan Eads.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for July 25, 2017. Staff briefed the Trustees on various items on the agenda, and the Trustees sought clarification and discussed individual agenda items with Staff.

Chairman Dukes closed the meeting at 6:49 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of regular Midwest City Memorial Hospital Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

MINUTES OF THE REGULAR MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MEETING

July 25, 2017 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:25 p.m. with the following members present: Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and the Secretary Sara Hancock. Absent: Susan Eads.

Consent Agenda.

Dawkins made a motion to approve the consent agenda, as submitted, seconded by Byrne.

1. Discussion and consideration of approving the minutes of the July 11, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of passing and approving Resolution 2017-04 for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; and amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budget as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017.
3. Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Sooner Investment Group, Inc.
4. Discussion and consideration of approving the First Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Warren Theatre Inc.
5. Discussion and consideration of approving the Storm Water Drainage and Utility Easement Agreement between Sooner Rose-A LLC, Sooner Rose LLC, SR-HL LLC, SR2 Dev LLC, Platinum Hospitality LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement.
6. Discussion and consideration of approving the Reciprocal Driveways and Pylon Sign Easement Agreement between SR2 DEV LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement.
7. Discussion and consideration of authorizing Staff to seek an amendment to PlanOKC for City-owned property in the Northwest Quarter of Section 13, Township 11 North, Range 02 West (a/k/a 9200 - 9400 SE 29th Street).

Voting aye: Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Eads.
Motion carried.

Discussion Item.

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action needed.

New Business/Public Discussion. There was no new business or public discussion.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 7:26 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

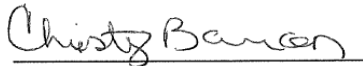
TO: Honorable Chairman and Trustees

FROM: Christy Barron, Finance Director

DATE: August 8, 2017

SUBJECT: Discussion and consideration of supplemental budget adjustments to the Sooner Rose T.I.F. Fund for FY 2017-2018, increase: Sooner Rose T.I.F. Fund, revenue/Transfers In (00) \$16,475,000; expenses/Hospital Authority (90) \$16,475,000.

The supplement is needed to budget proceeds from notes issued by Hospital Authority to be used for costs related to Sooner Rose T.I.F. District construction projects.



Christy Barron
Finance Director

SUPPLEMENTS

August 8, 2017

Fund SOONER ROSE TIF (352)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	16,475,000			
90	Hospital Authority			16,475,000	
		16,475,000	0	16,475,000	0

Explanation:
 To budget proceeds from notes issued by Hospital Authority to be used for costs related to Sooner Rose T.I.F. District construction projects.



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Philip W. Anderson, Authority Council

Date: August 8, 2017

Subject: Discussion and consideration of approving an Assignment of Contract for Purchase of Property from Sooner Investment Group, Inc. to the Midwest City Memorial Hospital Authority pursuant to the Sooner Rose Phase II-Retail Development Financing and Assistance Agreement dated April 21, 2017, more fully discussed in the attached Assignment of Contract.

The Authority and Sooner Investment entered into the Sooner Rose Phase II-Retail Development Financing and Assistance Agreement on April 21, 2017, and pursuant to the Agreement, the Authority agreed, on the closing date, to accept from Sooner assignment of Sooner's rights to acquire the Assignment Property from Vloedman and to purchase the Assignment Property from Vloedman pursuant to the terms of the Vloedman Contract. The attached Assignment of Contract for Purchase of Property details that agreement, listing the sale price of the property and indemnifying Sooner after the assignment of the contract.

Staff recommends approval.

Philip W. Anderson
Authority Counsel

ASSIGNMENT OF CONTRACT FOR PURCHASE OF PROPERTY

1. This Assignment is entered into this ____ day of August, 2017, by and between Sooner Investment Group, Inc. (hereafter "Assignor"), whose address is 2301 West I-44 Service Road, Suite 100, Oklahoma City, Oklahoma 73112, and MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust (hereafter ("Assignee"), whose address is, 100 North Midwest Blvd, Midwest City Oklahoma 73110.

WITNESSETH:

2. Pursuant to that certain **SOONER ROSE PHASE II-RETAIL DEVELOPMENT FINANCING AND ASSISTANCE AGREEMENT** by and between Assignee and Assignor **dated April 21, 2017** as subsequently amended, effective this date first above written Assignor does hereby assign, sell, transfer and convey to Assignee all of Assignor's right, title and interest in and to the purchase of real estate to the extent of the property described in Exhibit "A" attached hereto all as depicted on Surveys of such tracts by Randy Mansfield PE, collectively attached as Exhibit "B" hereto, which constitutes a bifurcation of land acquisitions pursuant to that certain **COMMERCIAL REAL ESTATE CONTRACT** with an Effective Date of October 10, 2016, affecting the property described in Exhibit A of the Contract, which was amended by First Amendment dated effective the 1st day of April, 2017 and by Second Amendment dated effective the 20th day of July, 2017(**collectively the "Contract"**), by and between Sooner Investment Group, Inc, an Oklahoma corporation, (the "Buyer") and G. MICHAEL VLOEDMAN, N CAROLYN HURST REVOCABLE TRUST, AND GARRETT VLOEDMAN AND EMOLY VLOEDMAN LIVING TRUST, (collectively hereinafter "Sellers"), concerning land, improvements, and appurtenances located in Midwest City, Oklahoma County, Oklahoma.

3. Assignor and Assignee agree that Assignee must complete the Closing contemporaneously with closings with Sellers as to other land covered by the Contract. Assignee agrees to assume and pay, pursuant to the Contract all the costs attributable to Buyer to the extent of the Property herein being acquired, and in addition shall pay to the Sellers at Closing the following share of the Purchase Price as described in the Contract:

Eight Million Four Hundred Twenty Five Thousand and Twenty Nine and 50/100 Dollars (\$8,425,029.50)

4. Assignor retains all rights to reimbursement of all Earnest Money Deposits made pursuant to the Contract, and Assignee agrees that such Earnest Money Deposits shall not be credited to the Purchase Price.

5. Assignor hereby covenants, warrants and represents that the Contract is in full force and effect; that Assignor has performed all of Assignor's obligations in the Contract, and will continue to perform said obligations up to the effective date of this Assignment of Contract; and that Assignor has full right and power to execute this Assignment of Contract and to grant the estate demised herein. Post assignment, Assignor agrees, without obligation for costs incurred thereby, to execute reasonable documents necessary to assist Assignee in completing closing of the Contract.

6. Assignee hereby accepts the foregoing Assignment of Contract, and hereby assumes and agrees to be bound by and to fulfill all of the terms, covenants and conditions of the Contract to be performed by the Buyer thereunder to the extent of share of Buyer attributable to the tracts of land being acquired as of the effective date set forth above. Assignee agrees to indemnify and hold harmless Assignor, to the extent allowed by the laws of the State of Oklahoma, from all claims arising from enforcement of each of the Contract.

7. This Assignment of Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

8. This Assignment of Contract may be signed in counterparts, when assembled, become the whole of the document, and copies of document bearing signature shall be considered the same as an original document.

IN WITNESS WHEREOF, the Assignor and Assignee have agreed to the foregoing Assignment of Contract in its entirety as of the day and year first above written, and have executed same on the day and year set forth above.

“Assignor” SOONER INVESTMENT GROUP, INC.

By: _____

Bob Stearns, Vice President

“Assignee” MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

By _____
Matthew D. Dukes II, Chairman

Attest

Sarah Hancock, Secretary

Exhibit A. Land legal descriptions.

Vloedman, et al to MWCMHA

Tract west of Buena Vista, north of SE 15th Street

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southwest Corner of said Southwest Quarter; Thence North 89°24'49" East along the South line of said Southwest Quarter a distance of 1,286.19 feet to the Point of Beginning; Thence North 00°35'11" West perpendicular to the South line of said Southwest Quarter a distance of 399.33 feet; Thence North 01°20'38" West parallel with the West line of said Southwest Quarter a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records; Thence North 89°24'49" East along said centerline and parallel with the South line of said Southwest Quarter a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the East line of the said Southwest Quarter: Thence South 01°23'57" East parallel with the East line of said Southwest Quarter a distance of 1,320.02 feet to a point on the South line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the Southeast corner of said Southwest Quarter: Thence South 89°24'49" West along said South line a distance of 553.73 feet to the Point of Beginning.

Tracts West of Crosby Drive, North of SE 15th Street.

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter; Thence North 01°23'57" West along the East line of said Southwest Quarter a distance of 330.00 feet to the Point of Beginning; Thence South 89°24'49" West parallel with the South line of said Southwest Quarter a distance of 396.00 feet; Thence North 01°23'57" West parallel with the East line of said Southwest Quarter a distance of 440.00 feet; Thence North 89°24'49" East parallel with the South line of said Southwest Quarter a distance of 396.00 feet to a point on the East line of said Southwest Quarter; Thence South 01°23'57" East along said East line a distance of 440.00 feet to the Point of Beginning.

AND

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Commencing at the Southeast Corner of said Southwest Quarter; Thence North 01°23'57" West along the East line of said Southwest Quarter a distance of 1,045.00 feet to the Point of Beginning; Thence South 89°24'49" West parallel with the South line of said Southwest Quarter a distance of 316.80 feet; Thence North 01°23'57" West parallel with the East line of said Southwest Quarter a distance of 275.02 feet (275.00 feet per vesting deed) to a point on the center line of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records; Thence North 89°24'49" East along said centerline and parallel with the South line of said Southwest Quarter a distance of 316.80 feet to a point on the East line of said Southwest Quarter; Thence South 01°23'57" East along said East line a distance of 275.02 feet (275.00 feet per vesting deed) to the Point of Beginning.

SURVEYOR'S CERTIFICATE

To: MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY G. MICHAEL VLOEDMAN, as to an undivided one-third (1/3) interest N. CAROLYN HURST REVOCABLE TRUST DATED 02/19/1991, as to an undivided one-third (1/3) interest THE GARRETT VLOEDMAN AND EMILY VLOEDMAN JOINT LIVING TRUST, as to an undivided one-third (1/3) interest STEWART TITLE GUARANTY COMPANY STEWART TITLE OF OKLAHOMA, INC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ANSI Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a)(1)(c), 6, 9, 11, 13, 16, and 17 of Table A thereof.

The field work was completed on February 13, 2017

Randall A. Mansfield, Professional Land Surveyor No. 1613



Date of Plat of Map: February 14, 2017

Date of Signature: July 24, 2017

GENERAL SURVEY NOTES:

- 1. This plat or map and the survey on which it is based were made in accordance with the Oklahoma Minimum Standards for the Practice of Land Surveying... 2. The property described herein is the same as the property described by Stewart Title Guaranty Company in Commitment No. 01043-53913... 3. Said described property is located within an area having a Zone Designation X (Unshaded) (Non Special Flood Hazard Area) by the Federal Emergency Management Agency (FEMA)...

COMMITMENT DESCRIPTION:

TRACT 1: A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southwest Quarter:

THENCE North 01°23'57" West, along the East line of said Southwest Quarter, a distance of 330.00 feet to the POINT OF BEGINNING;

THENCE South 89°24'49" West, parallel with the South line of said Southwest Quarter, a distance of 396.00 feet;

THENCE North 01°23'57" West, parallel with the East line of said Southwest Quarter, a distance of 440.00 feet;

THENCE North 89°24'49" East, parallel with the South line of said Southwest Quarter, a distance of 396.00 feet to a point on the East line of said Southwest Quarter;

THENCE South 01°23'57" East, along said East line, a distance of 440.00 feet to the POINT OF BEGINNING.

TRACT 2: A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter:

THENCE North 01°23'57" West, along the East line of said Southwest Quarter, a distance of 1,045.00 feet to the POINT OF BEGINNING;

THENCE South 89°24'49" West, parallel with the South line of said Southwest Quarter, a distance of 316.80 feet;

THENCE North 01°23'57" West, parallel with the East line of said Southwest Quarter, a distance of 275.02 feet (275.00 feet per vesting deed) to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the South line of said Southwest Quarter, a distance of 316.80 feet to a point on the East line of said Southwest Quarter;

THENCE South 01°23'57" East, along said East line, a distance of 275.02 feet (275.00 feet per vesting deed) to the POINT OF BEGINNING.

Said described Tract 1 contains a gross area of 174,222 square feet or 3.9996 acres and a net area, less streets rights of way, of 163,222 square feet or 3.7471 acres, more or less. Said described Tract 2 contains a gross area of 87,118 square feet or 1.9989 acres and a net area, less streets rights of way, of 72,946 square feet or 1.6746 acres, more or less.

TITLE COMMITMENT EXCEPTION NOTES:

9. Statutory roadway right of way 33 feet (2 roads) in width created pursuant to Federal Statute Title 43 U.S.C. Section 1085 does not affect subject property.

10. RIGHT OF WAY in favor of the Prairie Pipe Line Company, for a pipeline, recorded in Book 74, Page 277 affects subject property inasmuch as subject property lies within the lands described therein. This is a blanket type easement with no defined width or location of easement, therefore its location and effect upon subject property is unknown. (Non Plottable)(Tracts 1 and 2)

MEMORANDUM OF TRANSFER AND CONTRIBUTION OF TELECOMMUNICATION RIGHTS recorded in Book 7742, Page 1254 affects subject property inasmuch as subject property lies within the lands described therein. A defined location of the easements as assigned therein is not disclosed in said document, therefore the location and effect upon subject property is unknown. (Non Plottable)(Tracts 1 and 2)

11. EASEMENT in favor of Oklahoma County, for a road, recorded in Book 64, Page 70 establishes the right of way for a portion of S.E. 12th Street that abuts Tract 2 and is shown hereon for reference purposes only. Portions of said easement lies within current streets rights of way as dedicated by the plat of CROSBY RICHLAND HILL ADDITION recorded in Book 31 of Plats, Page 94.

12. EASEMENT in favor of Oklahoma County, for a road, recorded in Book 64, Page 69 establishes the right of way for a portion of Buena Vista Avenue, S.E. 12th Street and Crosby Boulevard that affects subject property and is shown hereon. (Abstractor's Entry No. 128)(Tracts 1 and 2)

13. See Note No. 12 (Abstractor's Entry No. 130 has the same easement description)

14. EASEMENT in favor of Oklahoma County, for a road, recorded in Book 64, Page 68 establishes a portion of the right of way for Crosby Boulevard that abuts subject property and is shown hereon for reference purposes only. (Abuts Tracts 1 and 2)

15. RIGHT OF WAY in favor of Magnolia Petroleum Company, for a pipeline, recorded in Book 426, Page 648 affects a portion of Tract 1 inasmuch as said portion lies within the lands described therein. This is a blanket type easement with no defined width or location of easement, therefore its location and effect upon subject property is unknown. The limits of the lands described therein is shown hereon.

MEMORANDUM OF TRANSFER AND CONTRIBUTION OF TELECOMMUNICATION RIGHTS recorded in Book 7744, Page 932 affects subject property inasmuch as subject property lies within the lands described therein. A defined location of the easements as assigned therein is not disclosed in said document, therefore the location and effect upon subject property is unknown. (Non Plottable)(Tract 1)

MEMORANDUM OF TRANSFER AND CONTRIBUTION OF TELECOMMUNICATION RIGHTS recorded in Book 8617, Page 1791 affects subject property inasmuch as subject property lies within the lands described therein. A defined location of the easements as assigned therein is not disclosed in said document, therefore the location and effect upon subject property is unknown. (Non Plottable)(Tract 1)

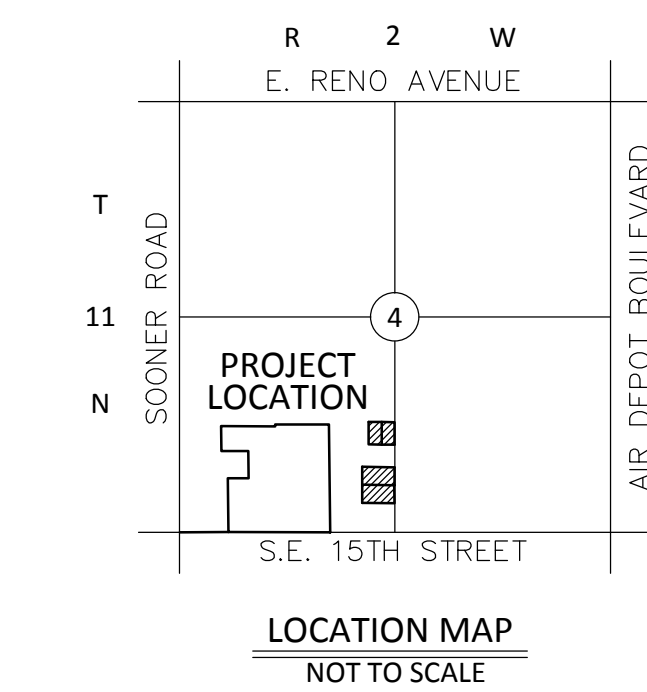
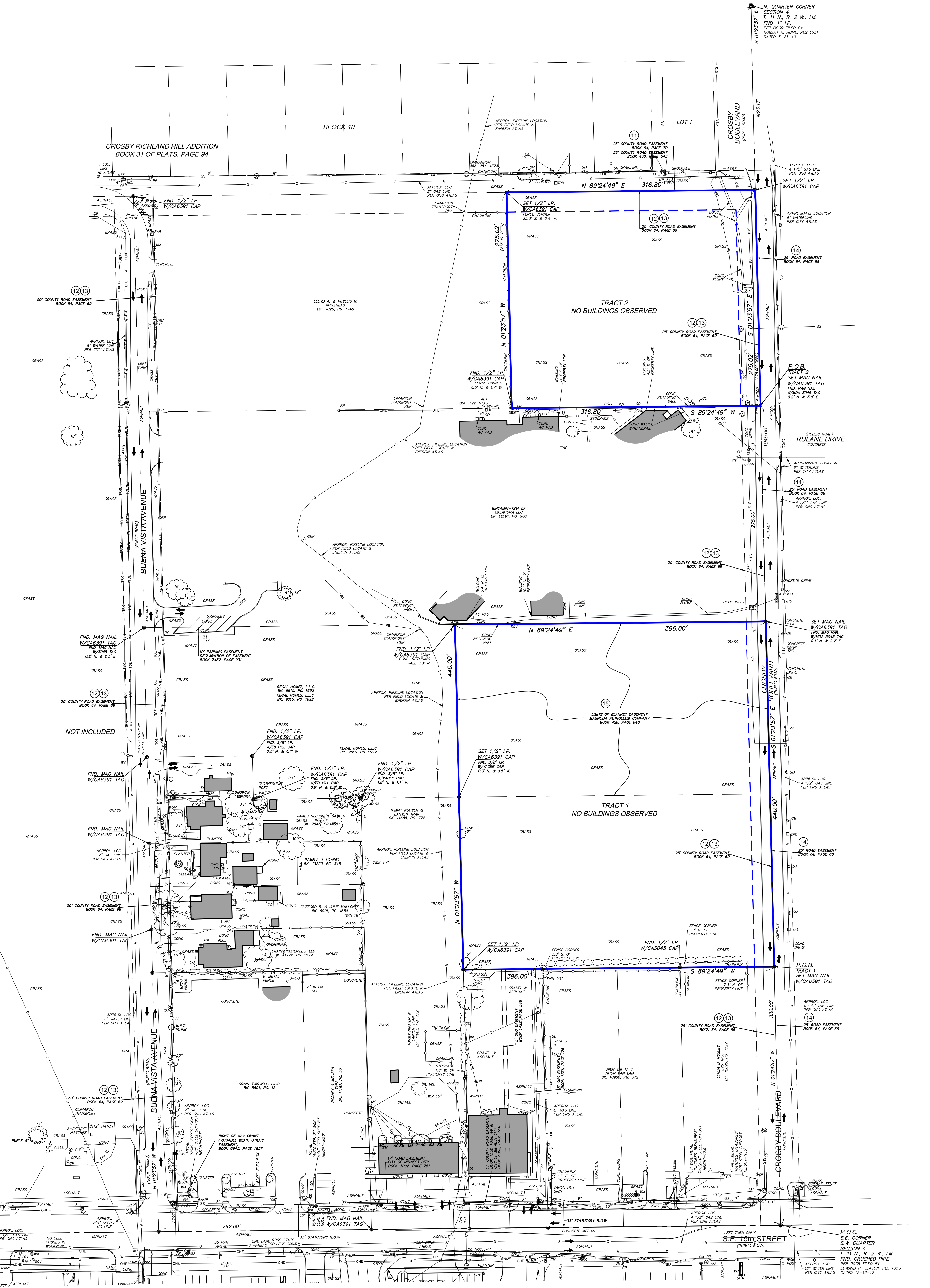
16. Property is subject to AIRPORT ZONING ORDINANCES AND REGULATIONS recorded in Book 906, Page 301 inasmuch as subject property lies within the lands described therein. (Non Plottable)(Tracts 1 and 2)

17. ORDINANCE NO. 511 by the City Council of Midwest City, for a sanitary sewer district, recorded in Book 2489, Page 15 does not affect subject property.

18. Property is subject to FINAL ORDER ESTABLISHING PRIOR WATER GROUND RIGHTS recorded in Book 840, Page 601 inasmuch as subject property lies within the lands described therein. (Non Plottable)(Tracts 1 and 2)

UTILITY STATEMENT:

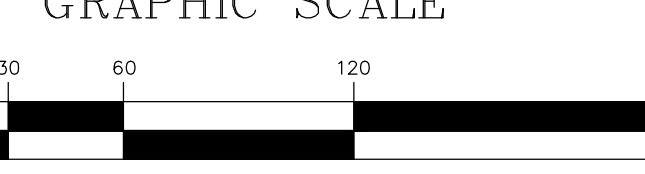
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



LEGEND

Table with 2 columns: Symbol and Description. Includes symbols for Alpha, Auto Sprinkler, Air Conditioner, ELEC. PED., ELEC. TRANS., TRIPLE TELE. PED., CABLE PED., A.D. AREA DRAIN, C.O. CLEAN OUT, F.O.D. FIRE DETECTOR, D.S. DOWN SPOUT, F.O.S. FLOOR OPTIC MARKER, E.M.A. ELEC. MARKER, G.M.A. GAS METER, T.M.A. TRAFFIC MARKER, P.M.A. PIPELINE MARKER, T.M.A. TRAFFIC MARKER, T.M.A. TRAFFIC MARKER, M.M.A. MONITORING WELL, M.O. MAILBOX, S.S. SANITARY SEWER, S.W. STORM WATER, L.H. LAMP-HOLE, TELEPHONE, CABLE TV, ELECTRIC, WATER, POWER POLE, LIGHT POLE, UTILITY POLE, GUY ANCHOR, GUARD POST, GAS METER, WATER METER, WATER METER PIT, VENT PIPE, FIRE HYDRANT, FIRE VALVE, METER BOX, GAS VALVE, VALVE, TRAFFIC CONTROL BOX, TRAFFIC SIGNAL LIGHT, SPRINKLER VALVE, HARD LIGHT, HARD HYDRANT, VENT GRATE, VENT PIPE, HANDICAPPED SIGN, SIGN, BENCHMARK ELEVATION, TREE, BUSH, HANDICAPPED SPACE.

GRAPHIC SCALE



(IN FEET) 1 inch = 60 ft.

Table with columns: NO., DATE, REVISIONS, DESCRIPTION, BY. Includes Project Number 12,054 and Scale 1"=60'.

ALTA/ANSI LAND TITLE SURVEY MWC MEMORIAL HOSPITAL AUTHORITY S.E. 15th STREET and SOONER ROAD MIDWEST CITY, OKLAHOMA COUNTY STATE OF OKLAHOMA

DODSON - THOMPSON - MANSFIELD, PLLC 20 NE 38th Street, Suite 1000, Midwest City, Oklahoma 73150. Phone: 405-601-7400. Fax: 405-601-7421. Email: randall@dtm.com

CERTIFICATE OF AUTHORIZATION NO. 6391 EXPIRES JUNE 30, 2018

Surveying - Engineering - Earthwork

Sheet: 1 of 1

SURVEYOR'S CERTIFICATE

To: MWC WARREN THEATRE, INC. G. MICHAEL VLOEDMAN, as to an undivided one-third (1/3) interest N. CAROLYN HURST REVOCABLE TRUST dated 02/19/1991, as to an undivided one-third (1/3) interest...

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a)(1)(c), 8, 9, 11, 13, 16, and 17 of Table A thereof.

The field work was completed on February 13, 2017

Randall A. Mansfield, Professional Land Surveyor No. 1613



Date of Plat of Map: February 14, 2017

Date of Signature: July 21, 2017

GENERAL SURVEY NOTES:

- 1. This plat or map and the survey on which it is based were made in accordance with the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
2. The property described herein is the same as the property described by Stewart Title Guaranty Company in Commitment No. 01043-3300 with an effective date of July 10, 2017 and that all easements, covenants and restrictions referred to in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.

SUBJECT PROPERTY DESCRIPTION:

A tract of land lying in the Southwest Quarter (SW4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

- COMMENCING at the Southwest Corner of said Southwest Quarter;
THENCE North 89°24'49" East, along the South line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;
THENCE North 00°35'11" West, perpendicular to the South line of said Southwest Quarter, a distance of 399.33 feet;
THENCE North 01°20'38" West, parallel with the West line of said Southwest Quarter, a distance of 520.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

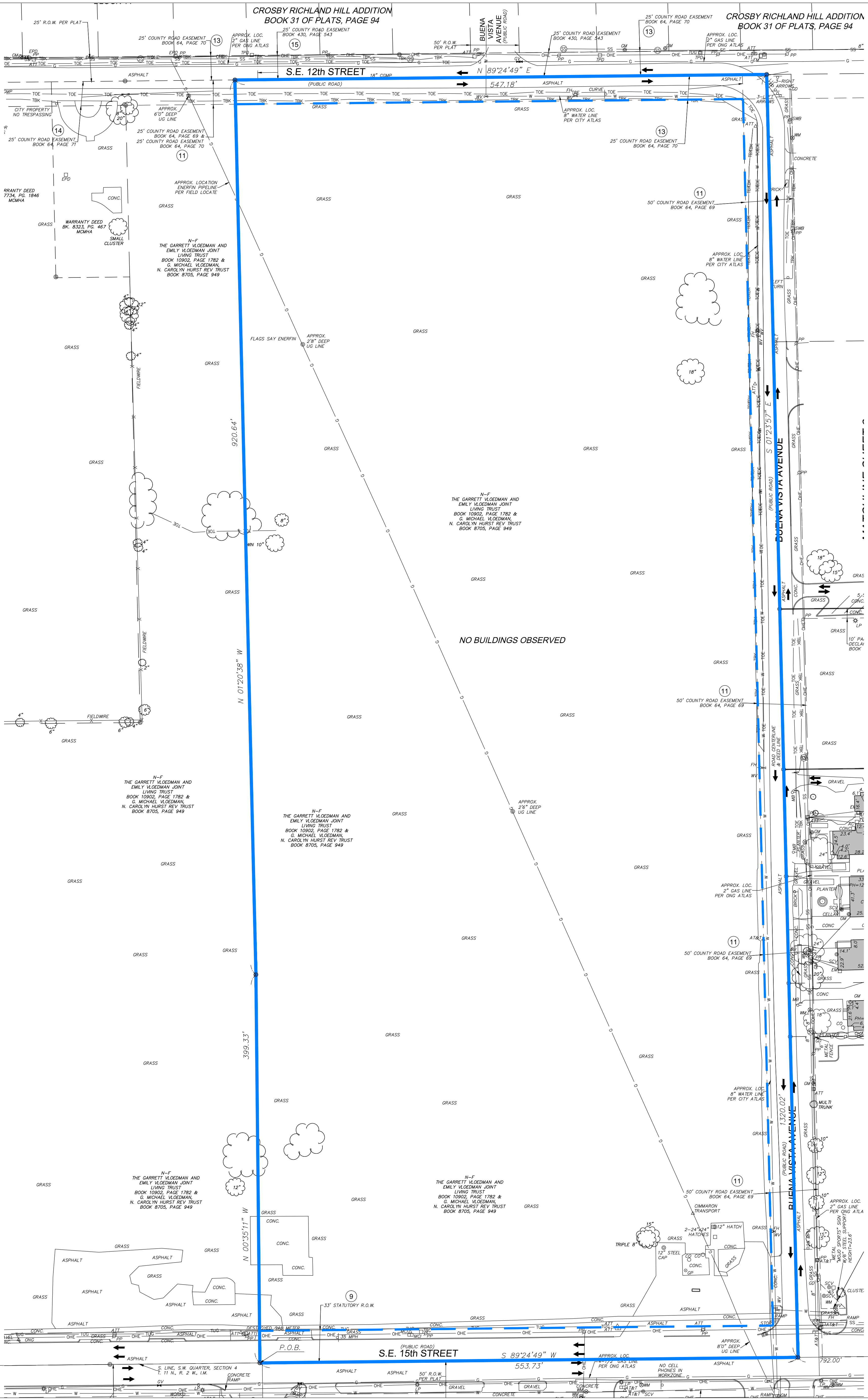
TITLE COMMITMENT EXCEPTION NOTES:

- 9. Statutory roadway right of way 33 feet (2 rods) in width created pursuant to Federal Statute Title 43 U.S.C. Section 1095 affects subject property and is shown hereon.
10. RIGHT OF WAY in favor of the Prairie Pipe Line Company, for a pipeline, recorded in Book 74, Page 277 affects subject property inasmuch as subject property lies within the lands described therein. This is a blanket type easement with no defined width or location of easement, therefore the location of easement and effect upon subject property is unknown. (Non Plottable)
MEMORANDUM OF TRANSFER AND CONTRIBUTION OF TELECOMMUNICATION RIGHTS recorded in Book 7742, Page 1204 affects subject property inasmuch as subject property lies within the lands described therein. A defined location of the easements as assigned therein is not disclosed in said document, therefore the location of easement and effect upon subject property is unknown. (Non Plottable)

5/8" = 5/8" 1/2" IRON PIN WITH CAG391 CAP OR SET MAG NAIL WITH CAG391 TAG UNLESS OTHERWISE SPECIFIED

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



LEGEND

Table with symbols and descriptions for various utility markers and features such as ALPHA, AUTO SPRINKLER, ELEC. FEED, ELEC. TRANS, CABLE FEED, etc.

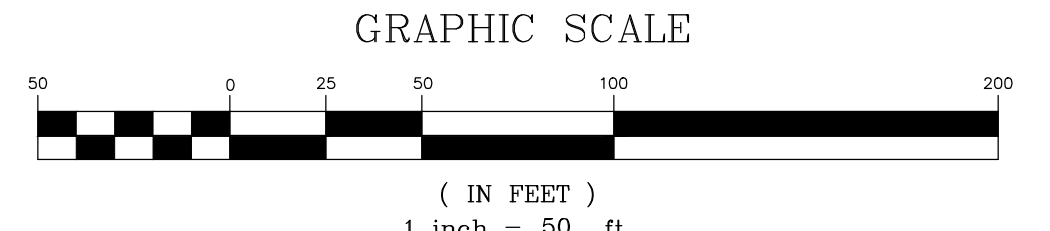


Table with columns for NO., DATE, REVISIONS, and BY. Includes project number 12,054 and scale 1"=60'.

ALTANSPTS LAND TITLE SURVEY MWC WARREN THEATRE, INC. S.E. 15th STREET and SOONER ROAD MIDWEST CITY, OKLAHOMA COUNTY STATE OF OKLAHOMA

DODSON - THOMPSON - MANSFIELD, PLLC logo and contact information including address, phone, email, and website.



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207- Fax (405) 739-1208
E-mail: ghenson@midwestcityok.org

J. Guy Henson
General Manager/
Administrator

Trustees
Matthew D. Dukes II
Susan Eads
Pat Byrne
Rick Dawkins M. Sean
Reed Christine Allen
Jeff Moore

Board of Grantors
Sherry Beaird
John Cauffiel
Marcia Conner
PamDimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees


FROM: Philip Anderson, Council for the Authority

DATE: August 8, 2017

SUBJECT: Discussion and consideration of approving the revised Reciprocal Driveways and Pylon Sign Easement Agreement between SR2 DEV LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement.

On July 25, 2017, the Authority discussed and approved the above Reciprocal Driveways and Pylon Sign Easement Agreement ("Agreement"). Since then, additional changes have been made to the Agreement, adding the subjects of "Maintenance and Repairs, and Other Matters" to Section III. Grant of Easements, addressing such issues as future Owners and Beneficiaries having rights to such Easements, and addressing initial construction and continued maintenance, repair and replacement obligations regarding the Driveways and Pylon Sign. In addition, a new paragraph, 3.8, has been added regarding construction activities and obligations of each owner.

Staff recommends approval.



Philip W. Anderson, Authority Counsel

Attachments (1)

**RECIPROCAL DRIVEWAYS AND PYLON SIGN
EASEMENT AGREEMENT**

THIS RECIPROCAL DRIVEWAY AND PYLON SIGN EASEMENT AGREEMENT (this "Agreement") is entered into as of this 25 day of July 2017, by and between SR2 DEV LLC, an Oklahoma limited liability company ("SR2"), and Midwest City Memorial Hospital Authority, an Oklahoma public trust (the "Authority"). Collectively, SR2, and Authority shall be referred to herein as the "Parties".

I. RECITALS

1.1 SR2 is the owner of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the "SR2 Tract").

1.2 Authority is the owner of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the "Authority Tract") and (the "SE 12th St. Tract").

1.3 SR2 and Authority Tract shall be referred to collectively as the "Development Area", which Development Area is depicted on Exhibit B attached to this Agreement (the "Site Plan"). The Site Plan encompasses and depicts additional information regarding specific proposed improvements to be constructed within the Development Area pursuant to this Agreement. To the extent that portions of the Development Area are dedicated as public rights-of-way associated with the subdivision process ongoing concurrent with the execution of this Agreement, any portions of the Development Area thereby dedicated as public rights-of-way shall thereafter no longer be subject to this Agreement without need for amendment of this Agreement.

1.4 The Parties wish to grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to facilitate the future development of the land within the Development Area and to specifically provide vehicular and pedestrian ingress and egress in, upon, over and across certain portions of the Parties' Tracts as more particularly described herein.

1.5 SR2 desires to grant to Authority, as owner of the Authority Tract and the SE 12th St. Tract, rights to certain sign panels to be installed on the pylon sign to be constructed on the SR2 Tract as more particularly described herein.

1.6 In consideration of the matters set forth above, the Parties have agreed to impose on the Development Area certain covenants, easements, restrictions and obligations set forth hereinafter.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Parties hereby agrees as follows:

II. DEFINITIONS

2.1 "Agreed Rate" means the lesser of (i) the maximum rate allowed by law and (ii) four

percent (4%) above the prime interest rate then published in the Wall Street Journal.

2.2 “Center Drive” means the Driveway (defined below) more particularly described in Section 3.1(c) and (d), including the improvements constructed thereon as described in Section 3.2(b).

2.3 “Driveways” means the driveways shown cross-hatched on the Site Plan and described in Section 3.1.

2.4 “Legal Requirements” means all laws, codes, ordinances and governmental regulations, as applicable at any time.

2.5 “Owner” means an owner of any portion of the property within the Development Area, including Parties, who holds record title to any portion of the Development Area. Any person or entity obtaining title to an Owner’s property subject to this Agreement shall also be deemed an Owner. Those having such interest merely as security for the performance of an obligation are not included as Owners.

2.6 “Pylon Sign” means the pylon sign, including foundation, footings, base, and vertical internal structure and affixed display panels thereto, for use for advertising the existence of businesses within the Development Area, to be constructed in the location shown on the Site Plan, and to be used only by the tenants and occupants of the Development Area in accordance with this Agreement.

2.6 “Tract” shall mean and refer to each parcel of land which is a part of the Development Area herein.

III. GRANT OF EASEMENTS

3.1 Declaration of Common Use Driveways. The following areas of the Development Area are declared to be permanent, nonexclusive easements for vehicular ingress and egress throughout the Development Area in common among the Parties, their successors, assigns, invitees, permittees, licensees, as follows to wit:

(a) The corridor section located on the SE 12th Street Tract shall be an easement grant from the Authority to SR2 for vehicular ingress and egress from the Authority Tract and the SR2 Tract to/from the SE 12th Street public right-of-way, identified as “DE1” on the Site Plan.

(b) The corridor section located on the SR2 Tract shall be an easement grant from SR2 to the Authority for vehicular ingress and egress between the Authority Tract and the SE 12th Street Tract, identified as “DE2” on the Site Plan.

(c) The corridor section located adjacent to the east boundary of the SR2 Tract shall be an easement grant from SR2 to the Authority to the benefit of the Authority and SE 12th Street Tracts along such boundary the to SE 15th Street public right-of-way, identified as “DE3” on the Site Plan. Such corridor shall allow for only vehicular traffic proceeding south bound, and the east boundary thereof shall be considered the center line of what shall hereinafter be designated as “Center Drive”.

(d) The corridor section located adjacent to the west boundary of the Authority Tract shall be an easement grant from the Authority to SR2 to provide connectivity of both the SR2 and SE 12th

Street Tracts along such boundary to the SE 15th Street public right-of-way, identified as “DE4” on the Site Plan. Such corridor shall allow for only vehicular traffic proceeding north bound, and the west boundary thereof shall be considered the center line of what shall hereinafter be designated as “Center Drive”.

(e) The legal descriptions of driveway sections DE1, DE2, DE3, and DE4 are set forth in Exhibit D attached hereto.

3.2 Driveway Easement Area Covenants and Restrictions. The following covenants and restrictions shall apply to the Driveways.

(a) Driveway Construction and Continued Maintenance and Use. The Owner of a Tract burdened by a Driveway installation which benefits other Owners shall be responsible for all the costs associated with the respective initial construction of such Driveway, and thereafter, shall be responsible for the operation, maintenance and repair of the respective Driveway. Such Owner shall keep all such Driveways unobstructed (except as reasonably required for temporary closures needed to undertake any maintenance, repair and replacement). All paved surfaces installed or replaced in the Driveways shall be constructed pursuant to the specifications and requirements set forth in Exhibit E attached hereto (the “Construction Specifications”). All Driveways shall be maintained by the Owner of the Tract on which the respective Driveway is located in a manner consistent with first-class shopping centers in the Midwest City, Oklahoma market. Notwithstanding the foregoing assigned construction responsibilities, in the event that the Owner of the Authority Tract has not initiated construction of paving installation within DE4 on or before the 1st day of December, 2017 any Owner within the SR2 Tract may initiate and complete the construction and installation thereof to match any development requirements applicable for the simultaneous completion of similar installations of improvements within DE3, and such performing Owner may collect all costs incurred thereby from the Owner of the Authority Tract as otherwise provided in this agreement.

(b) Center Island (for Center Drive) Construction and Continued Maintenance and Use. Subject to the provisions herein for “Self-Help”, and all governmental regulations and requirements applicable thereto, the Owner of Lot 2 of the SR2 Tract shall be responsible for the construction of, and future periodic continued maintenance of the center island on Center Drive, which contains the Pylon Sign (the “Center Island”). All of the costs of filling, grading, curbing, landscaping, and irrigating landscaping of the Center Island shall be borne equally by the Owners of the Authority Tract, and the Owner of Lot 2 of the SR2 Tract. Initial construction of the improvements and landscaping installations, and irrigation of landscaping on Center Island shall adhere to the construction specifications set forth in the attached Exhibit “F”. All improvements and landscaping within the Center Island shall be maintained in debris free, and good condition (weather and seasonal factors considered). The Center Island shall be used only for landscaping, landscaping irrigation, and construction, operation, and maintenance of the Pylon Sign by the Signage Rights Holders (defined below). No forms of advertising of any kind shall be permitted to be displayed on the Center Island, except for as set forth in the panels of the Pylon Sign by Sign Rights Holders. The Owner which first constructs the driveway in the easement areas comprising Center Drive shall construct the entire Center Island curbing.

3.3 Maintenance of Pylon Sign; Pylon Sign Rights. The Owner of “Lot 2” of the SR2 Tract (as shown on the Site Plan) (“Lot 2”) shall construct, operate, and maintain the Pylon Sign at its sole cost and expense except as otherwise provided for herein, which Pylon Sign shall be constructed and located in accordance and adherence to the diagrams, elevations, materials and specifications set forth in Exhibit C attached hereto. The Pylon Sign shall be completed on schedule for completion as may be determined by

the Lot 2 Owner.

(a) Once the Pylon Sign is completed (i) The Authority Tract Owner shall have the right to install and maintain its standard pylon sign panel in the top position on both sides of the Pylon Sign as shown on Exhibit C; (ii) the Owner of the SE 12th St. Tract shall have the right to install and maintain its standard pylon sign panel on the Pylon Sign with panels in the bottom position on both sides of the Pylon Sign as shown on Exhibit C; and (iii) the Owner of the SR2 Tract shall have the right to determine the party, or parties allowed to install and maintain pylon sign panels in the remaining positions in its sole discretion on both sides of the Pylon Sign as shown on Exhibit C. Each such Owner possessing such right to place a panel on the Pylon Sign, is hereby designated a “Signage-Rights Holder”. The Owner of Lot 2 shall not, without the prior written approval of all Signage-Rights Holders, change the location or design of the Pylon Sign.

(b) All Signage-Rights Holders identified in Section 3.3(a) shall reimburse the Lot 2 Owner for its respective Pro-Rata Share of costs associated with construction, operation and maintenance of the Pylon Sign as set forth in this Section. For purposes of this Section 3.3(b), the term “Pro-Rata Share” shall mean the following:

(1) The Authority Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be twenty-three and fourth tenths percent (23.4%);

(2) The SE 12th St. Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be eleven and seven tenths percent (11.7%); and

(3) The SR 2 Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be sixty-four and nine tenths percent (64.9%).

(c) Upon completing construction of the Center Island, the Lot 2 Owner shall furnish the Authority and SE 12th St. Tract Owners with a written statement executed by a partner or officer of the Lot 2 Owner setting forth in reasonable detail the actual costs paid or incurred by the Lot 2 Owner during construction of the Center Island and showing the calculation of such Signage Rights Holder’s Pro-Rata Share thereof. Thereafter, the Authority and SE 12th St. Tract Owners shall pay to the Lot 2 Owner their respective Pro-Rata Shares of the Center Island construction costs within thirty (30) days of receipt of the written statement.

(d) Within ninety (90) days after the end of each calendar year, the Lot 2 Owner shall furnish the Authority and SE 12th St. Tract Owners with a written statement executed by a partner or officer of the Lot 2 Owner setting forth in reasonable detail the actual costs paid or incurred by the Lot 2 Owner during the preceding calendar year and showing the calculation of such Signage Rights Holder’s Pro-Rata Share thereof. Such statement to each Signage Rights Holder shall be accompanied by any refund of any overpayments of such Signage Rights Holder's share of such costs as may be reflected in said statement. Any deficiency in the total monthly payments for the year in relation to a Signage Rights Holder's share of actual costs associated with construction, operation and maintenance shall be paid by such Signage Rights Holder to the Lot 2 Owner within thirty (30) days after such Signage Rights Holder's receipt of the annual statement. The Lot 2 Owner shall establish and maintain, in accordance with sound accounting practices applied on a consistent basis, adequate books and records of the receipts and disbursements arising in connection with providing such construction, operation and maintenance services for the Pylon Sign. The

Lot 2 Owner shall maintain its books and records relating to the construction, operation and maintenance services for the Pylon Sign for any particular calendar year for a period of two (2) years from and after such calendar year. The Signage Rights Holders and their respective authorized agents and representatives shall have the right to inspect or audit such books and records at the Lot 2 Owner's office at any reasonable time during normal business hours and to make copies thereof. In the event there is an overpayment discrepancy in the costs associated with construction, operation and maintenance services for the Pylon Sign set forth in the Lot 2 Owner's annual statement delivered pursuant to the terms hereof, the Lot 2 Owner shall promptly reimburse the Signage Rights Holders for the amount of the overpayment.

3.4 Reciprocal Boundary Maintenance Easement. Each Owner shall have the right mutually and reciprocally with all other Owners of adjoining Tract(s) to maintain, clean, mow, and otherwise service improvements and landscaping, within five feet of either side of the common boundary of such Owner's Tract and the adjoining Tract. The aforementioned right of entry for service work shall not be considered to allow the using party to remove permanent landscaping or ornamental features that have been thereon installed.

3.5 Defaulting Owner; Self-Help. If the Owner of any portion of the Development Area shall fail to meet its primary initial construction and continued maintenance obligations as set forth in this Agreement, or to otherwise fail to maintain a Driveway or Pylon Sign (as applicable) on its Tract in good condition and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities (a "Defaulting Owner"), any other Owner shall have the right, but not the obligation, to enter the Defaulting Owner's Tract following thirty (30) days' prior written notice having been given to the Defaulting Owner, and perform such maintenance, the reasonable, out-of-pocket cost of which shall be reimbursed by the Defaulting Owner (a "Self-Help Owner").

(a) With regard to such matters involving "Self-Help", all such unpaid amounts shall be properly invoiced by mail to the Defaulting Owner by the Self-Help Owner, and in the event such invoicing is still due and owing after thirty (30) days after a Self-Help Owner has provided invoicing to a Defaulting Owner, such amounts due and owing shall accrue interest thereon after the due date, at the Agreed Rate. The invoiced costs, and costs of collection (if any) of incurred costs and accrued interest on incurred costs, shall be charged as a continuing lien against the Defaulting Owner's Tract, and may be collected by the Self-Help Owner in all manner as is allowed by law. The lien provided in this Agreement shall be subordinated to the lien of any bona fide security interest or device (including but not limited to any mortgage, deed of trust or any sale and leaseback arrangement) obtained by the Defaulting Owner for the purposes of the acquisition or improvement of its portion of the Development Area (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable to the other Owner(s) prior to a sale or transfer of such land pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve any portion of the Development Area from the lien for any amounts thereafter becoming due

(b) Any Self-Help Owner who exercises rights granted herein to such Owner to enter upon the land of a Defaulting Owner shall: (i) comply with all laws and regulations promulgated by all governmental entities governing the completion of any work to be performed by such Owner; (ii) maintain at its sole expense, during the period all incursive activities, insurance coverage in which the burdened land Owner is carried as an additional insured, which during the term of coverage consists of commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence; (iii) complete all construction

activities using industry recognized proper techniques and materials to be considered workmen-like; and (iv) shall assign any construction warranties to the burdened land Owner.

3.6 Liability Limitation. No Owner shall be liable to the other Owner or its tenants for any inconvenience, annoyance, disturbance, or loss of business to the other or its tenants arising out of and during the performance of any construction or repair work permitted hereunder (unless occasioned by the negligence of any Owner). All Owners shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance, or loss of business to the minimum reasonably required by the work in question, and shall conduct any work in easement areas permitted hereunder during non-business hours of the businesses within the Development Area whenever possible.

3.7 Eminent Domain. In the event the whole or any part of any Tract shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the easement areas herein defined as nearly as possible to the condition existing prior to the Taking to the extent necessary to avoid interference with the remaining Development Area without contribution from any other Owner, and repair.

IV. GENERAL PROVISIONS

4.1 No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of any Tract other than the easements, covenants and restrictions specifically set forth herein. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

4.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party to whom notice is given; (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified; or (c) one (1) business day after being deposited with a nationally recognized overnight courier. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses are:

<p><u>If to SR2:</u></p> <p>SR2 DEV LLC c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p>	
<p><u>If to Authority:</u> Midwest City Memorial Hospital Authority 100 North Midwest Blvd, Midwest City, Oklahoma, 73110</p>	<p>With copies to:</p>

4.3 Breach. In the event of a breach or threatened breach of this Agreement, only the Owners shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach (or to otherwise avail themselves of the other remedies contained in this Agreement). The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Agreement will entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

4.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but establishes easements, rights, and obligations which constitute covenants running with the land and the title to the Tracts; whether such Tracts are owned by subsequent Owner or Owners, and whether such Tracts are owned by the same Owner or different Owners. If the Tracts are ever owned by the same person(s), the easements contained in this Agreement shall not merge into the fee simple title of the Owner(s).

4.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

4.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Agreement, upon

an Owner's sale of all of its property comprising a part of the Development Area, such Owner shall be released from all un-accrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. Subject to the other provisions hereto, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

4.8 Usage. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.9 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Development Area by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

4.10 Estoppel Certificates. Any Owner or ground lessee of any portion of a Tract (or any mortgagee holding a first lien security interest in any portion of a Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. An Owner shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.

4.11 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.12 Duration, Modification and Cancellation. The covenants, conditions, and restrictions of this Agreement shall run with and bind the Development Area for a period of forty-one (41) years, after which time they shall extend for successive periods of ten (10) years each unless terminated by the Owners. This Agreement (including exhibits) may be modified or terminated or cancelled only by written Agreement signed by all the Owners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

“SR2”

SR2 DEV LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SR2 DEV LLC, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

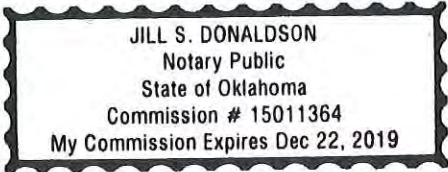
“AUTHORITY”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

By *Matthew D. Dukes II*
MATTHEW D. DUKES II, Chairman

ATTEST:

Sara Hancock
SARA HANCOCK, Secretary



STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the 25 day of July, 2017, by Matthew D. Dukes II, as Chairman of Midwest City Memorial Hospital Authority, a public trust on behalf of said trust.

My Commission Expires: 12-22-19
My Commission No: 15011364

Jill S. Donaldson
Notary Public, State of *Oklahoma*

[NOTARIAL SEAL]

JOINDER OF ADDITIONAL PARTIES

The undersigned Lienholder, **BancFirst**, joins herein for the sole purpose of subordinating the liens it holds on any portion of the Development Area described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

BancFirst

By: _____
Name: Patrick Lippmann
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that Patrick Lippmann, the _____ of **BancFirst**, a bank chartered by the State of Oklahoma, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2016.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

EXHIBIT A

LEGAL DESCRIPTION OF SR2 TRACT

LEGAL DESCRIPTION OF AUTHORITY TRACT.

LEGAL DESCRIPTION OF SE 12TH STREET TRACT.

EXHIBIT B

**SITE PLAN OF DEVELOPMENT AREA-inclusive of driveways described in Exhibit D, Center Island shown in Exhibit F, Pylon Sign foot print from Exhibit C.
With "Proposed Platted Lots" overlay. NO BUILDINGS OR PARKING LOTS shown.**

EXHIBIT C

PYLON SIGN (site plan of traffic island- with diagram of easement areas; drawing of sign structure elevation front and side; construction specifications for foundations, footings, base and vertical structure and panels)

EXHIBIT C-1

LEGAL DESCRIPTIONS OF PYLON SIGN EASEMENT AREAS (2)

EXHIBIT D

LEGAL DESCRIPTIONS OF DE1, DE2, DE3, DE4

EXHIBIT E

Standard Specifications for Construction of Driveways

EXHIBIT F

Specifications for Center Island Improvements (other than Pylon Sign),

Landscaping and Irrigation for Landscaping

Exhibit

EXHIBIT A

**LEGAL DESCRIPTION
OF TRACT SR2 TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, and including within its bounds a part of Lot One (1) in Block One (1) of SOONER ROSE ADDITION, an addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk and being more particularly described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 593.83 feet to a point of intersection with the projected east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk, said point being the POINT OF BEGINNING;

THENCE North 01°20'38" West, along said projected line and the actual east line of said Lot Five (5) and Lot One (1) in Block One (1) of SOONER ROSE ADDITION, passing at a distance of 350.00 feet the northeast corner of said Lot 5, and continuing for a total distance of 369.07 feet;

THENCE North 88°39'22" East, perpendicular to the east line of said Lots 5 and 1, a distance of 85.59 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 289.80 feet to a point on a southerly line of Lot 1, in Block 1, SOONER ROSE ADDITION;

THENCE North 89°24'49" East, along said southerly line of said Lot 1, a distance of 89.06 feet;

THENCE North 01°20'38" West a distance of 331.70 feet to a point on the north line of said Lot 1;

THENCE North 89°24'49" East, passing at a distance of 80.00 feet the northeast corner of said Lot 1, Block 1, SOONER ROSE ADDITION, and continuing for a total distance of 139.18 feet;

THENCE North 33°04'19" East a distance of 94.06 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 130.63 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 250.00 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof

recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 200.00 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet;

THENCE South 00°35'11" East, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 692.36 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE FUSE PARCEL:

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 917.31 feet to the POINT OF BEGINNING:

THENCE North 01°20'38" West a distance of 471.84 feet;

THENCE North 88°39'22" East a distance of 229.16 feet;

THENCE South 00°35'11" East a distance of 98.51 feet;

THENCE South 88°39'22" west a distance of 8.21 feet;

THENCE South 00°35'11" East a distance of 376.22 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along the South line of said Southwest Quarter, a distance of 214.69 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

TLH 07.15.17

EXHIBIT A

**LEGAL DESCRIPTION
OF AUTHORITY TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the east line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the south line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 553.73 feet to the POINT OF BEGINNING.

Said tract of land containing 724,111 square feet or 16.6233 acres more or less.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

GWS 1-18-17

EXHIBIT A

**LEGAL DESCRIPTION
OF S.E. 12TH STREET TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 01°20'38" West, along the west line of said Southwest Quarter, a distance of 1,320.00 feet to the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 518.62 feet (518.50 feet record) to the POINT OF BEGINNING;

THENCE continuing North 89°24'49" East, along said centerline of Southeast 12th Street and parallel with the south line of said Southwest Quarter, a distance of 572.85 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 250.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 130.63 feet;

THENCE South 33°04'19" West a distance of 94.06 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 389.05 feet to the southeast corner of a tract of land described in WARRANTY DEED recorded in Book 10163, Page 1030, said point being 518.62 feet North 89°24'49" East of the west line of said Southwest Quarter;

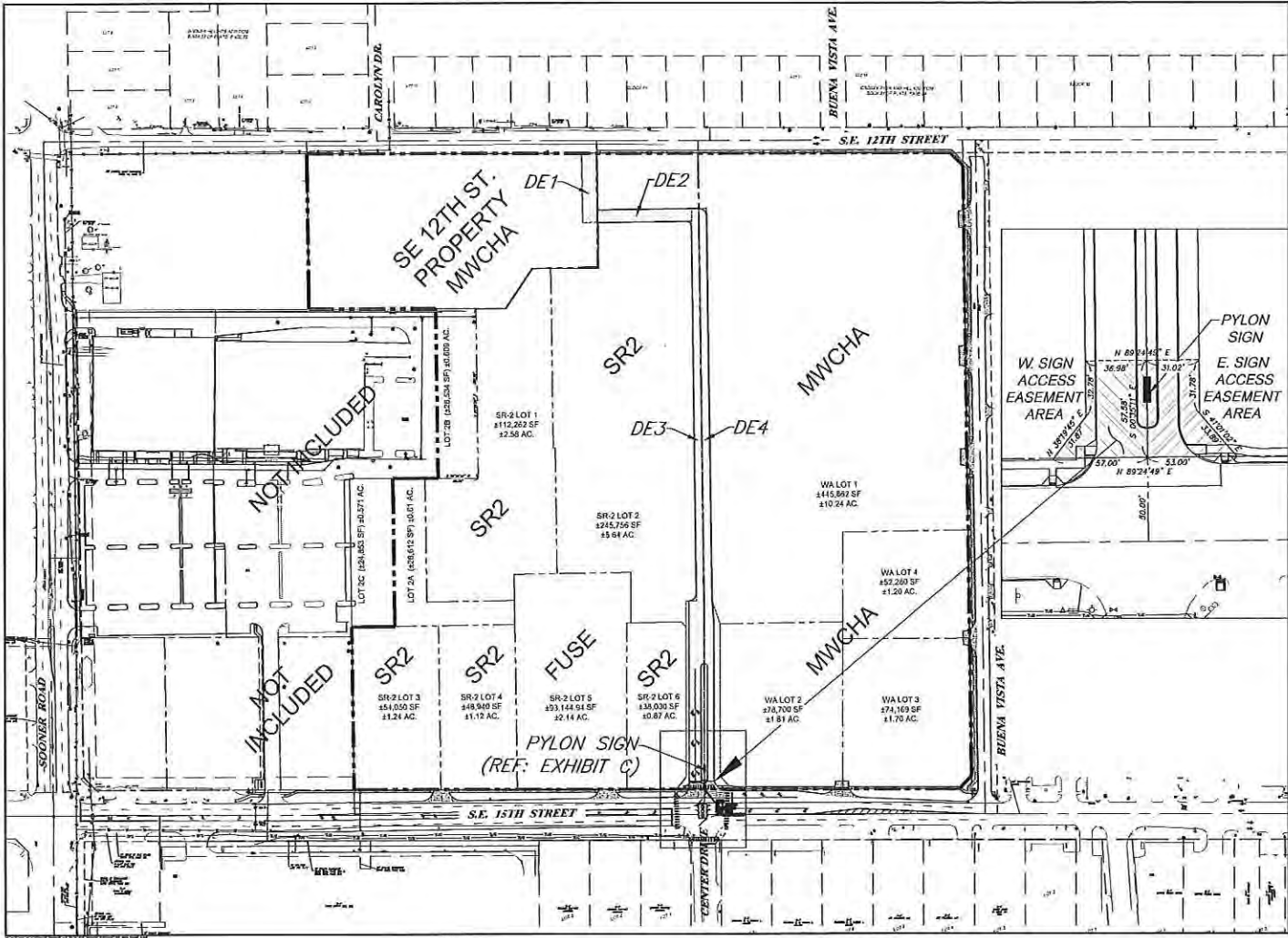
THENCE North 01°20'38" West, along the east line of said tract of land and said line extended, said line parallel with the west line of said Southwest Quarter, a distance of 328.30 feet to the POINT OF BEGINNING.

Said tract of land containing 175,740 square feet or 4.0344 acres more or less.


The foregoing description being all lands described in the WARRANTY DEED recorded in Book 8230, Page 900, and the remainder lands of WARRANTY DEED recorded in Book 7654, Page 1018, and WARRANTY DEED recorded in Book 7734, Page 1846.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma

GWS 6-20-17



3. ALL DIMENSIONS SHOWN ARE APPROXIMATE AND FIELD MEASUREMENTS SHOULD BE USED TO VERIFY DIMENSIONS.

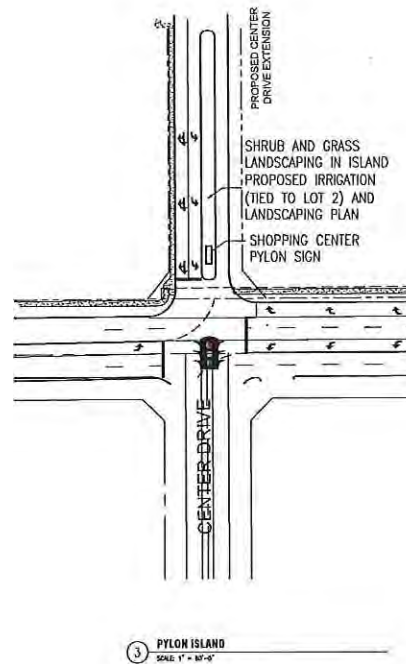
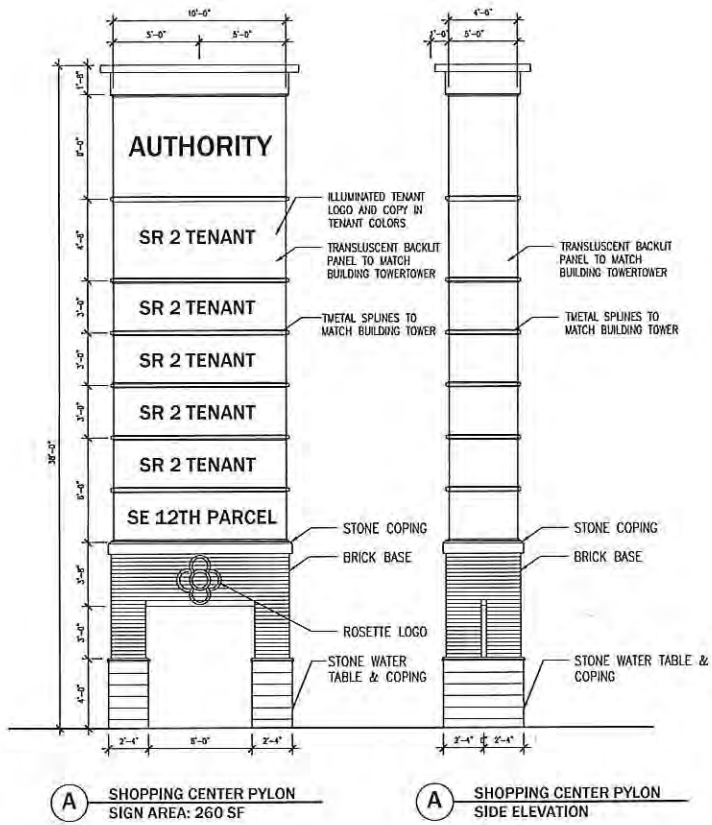


NOT TO SCALE

**SITE PLAN
EXHIBIT B**

RECIPROCAL DRIVEWAYS
AND PYLON SIGN
EASEMENT AGREEMENT
SOONER ROSE PHASE 2
MIDWEST CITY, OK

SMC
SMC Consulting Engineers, P.C.
915 West Main - Oklahoma City, OK 73106
PH: 405-232-7715 Fax: 405-232-7858



THIS DRAWING AND THE DESIGN INFORMATION ARE THE PROPERTY OF GOOD ARCHITECTURE, INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF GOOD ARCHITECTURE, INC. IS STRICTLY PROHIBITED.

SOONER ROSE - PHASE II

MIDWEST CITY, OKLAHOMA

PYLON SIGN

REV	DATE

PROJECT NO.	16.001.00
DATE	07-12-2017
SHEET	EXH-C

EXHIBIT C-1

SR2 PYLON SIGN EASEMENT AREA DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE North 38°19'45" East a distance of 31.87 feet;

THENCE North 00°35'11" West a distance of 32.78 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 36.98 feet;

THENCE South 00°35'11" East a distance of 57.58 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 57.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 2,378 square feet or 0.0546 acres, more or less.

MWCHA PYLON SIGN EASEMENT AREA DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 57.00 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West a distance of 57.58 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 31.02 feet;

THENCE South 00°35'11" East a distance of 31.78 feet;

THENCE South 41°01'02" East a distance of 33.89 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 53.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 2,070 square feet or 0.0475 acres, more or less.

EXHIBIT D

DE 1 VEHICULAR INGRESS & EGRESS EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet;

THENCE North 38°19'45" East a distance of 31.87 feet;

THENCE North 00°35'11" West a distance of 343.67 feet;

THENCE North 88°39'15" East a distance of 21.72 feet;

THENCE North 01°20'38" West a distance of 743.16 feet;

THENCE South 88°39'22" West a distance of 184.98 feet to the POINT OF BEGINNING;

THENCE continuing South 88°39'22" West a distance of 30.00 feet;

THENCE North 01°20'38" West a distance of 135.88 feet to a point on the south right of way line of S.E. 12th Street;

THENCE North 89°27'14" East, along said south right of way line, a distance of 30.01 feet;

THENCE South 01°20'38" East a distance of 135.49 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 4,071 square feet or 0.0935 acres, more or less.

DE 2 VEHICULAR INGRESS & EGRESS EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet;

THENCE North 38°19'45" East a distance of 31.87 feet;

THENCE North 00°35'11" West a distance of 343.67 feet;

THENCE North 88°39'15" East a distance of 21.72 feet;

THENCE North 01°20'38" West a distance of 743.16 feet to the POINT OF BEGINNING;

THENCE South 88°39'22" West a distance of 184.98 feet;

THENCE North 01°20'38" West a distance of 24.00 feet;

THENCE North 88°39'22" East a distance of 184.98 feet;

THENCE South 01°20'38" East a distance of 24.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 4,440 square feet or 0.1019 acres, more or less.

DE 3 VEHICULAR INGRESS & EGRESS EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE North 38°19'45" East a distance of 31.87 feet;

THENCE North 00°35'11" West a distance of 343.67 feet;

THENCE North 88°39'15" East a distance of 21.72 feet;

THENCE North 01°20'38" West a distance of 767.16 feet;

THENCE North 88°39'22" East a distance of 15.00 feet;

THENCE South 01°20'38" East a distance of 786.78 feet;

THENCE South 00°35'11" East a distance of 349.33 feet;

THENCE South 89°24'49" West a distance of 57.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 25,386 square feet or 0.5828 acres, more or less.

DE 4 VEHICULAR INGRESS & EGRESS EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,229.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 50.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 57.00 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West a distance of 349.33 feet;

THENCE North 01°20'38" West a distance of 786.78 feet;

THENCE North 88°39'22" East a distance of 15.00 feet;

THENCE South 01°20'38" East a distance of 767.16 feet;

THENCE South 20°24'29" East a distance of 48.01 feet;

THENCE South 00°35'11" East a distance of 298.18 feet;

THENCE South 41°01'02" East a distance of 33.89 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 53.00 feet to the POINT OF BEGINNING

Said described strip of land contains an area of 22,875 square feet or 0.5251 acres, more or less.

EXHIBIT E

**Standard Specifications for
Construction of Driveways**

**SECTION 02505
CONCRETE PAVING, WALKS, CURBS, & GUTTERS**

PART 1 – GENERAL

1.1 SCOPE OF WORK

- 1.1.1 Furnish all labor, materials, services, equipment and appliances required for Portland cement concrete paving work indicated on the drawings and specified herein.

1.2 WORK INCLUDED, BUT NOT INCLUSIVE

- 1.2.1 Concrete pedestrian traffic surfaces (walks, ramps, etc.)
1.2.2 Concrete vehicular traffic surfaces.
1.2.3 Concrete curbs and gutters.

1.3 REFERENCE PUBLICATIONS AND STANDARDS

- 1.3.1 Governing Authority:
Applicable standards and regulations of state and municipal agencies having governing authority over the work specified in this section shall take priority over items specified herein and shown on the drawings unless the requirements set forth herein require a superior quality work. All work to be constructed in what is or what will become public right-of-way must meet or exceed the City minimum standards for sidewalks and streets.
- 1.3.2 Material Standards:
American Society for Testing Materials (ASTM)
- 1.3.3 Concrete Standards as noted on Drawings:
Oklahoma Department of Transportation Standard Specifications for Highway Construction, latest edition. American Concrete Institute (ACI): ACI-617 "Standard Specifications for Concrete Pavement and Bases." ACI-395 "Manual of Standard Practice for Detailing Reinforced Concrete..."

1.4 SUBMITTALS

- 1.4.1 Testing Laboratory Reports:
Furnish three copies of the test reports to the Owner, indicating results of the cylinder test.

PART 2 – PRODUCTS

2.1 FORMWORK

- 2.1.1 Design, engineer, and construct forms, shores, bracing, and other temporary supports to support loads imposed during construction, in accordance with ACI 347. Design under the direct supervision of a licensed Professional Engineer experienced in design of this work.

- 2.1.1.1 Plywood: PS 1, sound, undamaged sheets with straight edges.
- 2.1.1.2 Lumber: Construction grade.
- 2.1.1.3 Steel: Minimum 16 gauge sheet, well matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- 2.1.1.4 Carton Forms: Moisture resistant treated paper faces, biodegradable, structurally sufficient to support weight of wet concrete until initial set.

2.1.2 Accessories:

- 2.1.2.1 Form Ties: Removable or snap-off metal, of fixed or adjustable length as applicable, with cone ends.
- 2.1.2.2 Form Release Agent: Colorless mineral oil which will not stain concrete.
- 2.1.2.3 Waterstops: Select one of the following:
 - a. Volclay RX-101; by American Colloid Company; Arlington Heights, IL.; (708)392-4600.
 - b. Synko-Flex; by Synko-flex Products (Division of Henry Company); Houston, TX; (800)231-4551.

2.2 BASIC MATERIALS

- 2.2.1 Concrete:
 - As specified in CONCRETE under Project Notes.
- 2.2.2 Reinforcing Steel
 - 2.2.2.1 Bars
 - ASTM A615, grade 60 or as called out in notes on the drawings.
 - 2.2.2.2 Wire Fabric
 - ASTM A185, welded steel wire fabric as noted on the drawings.

2.3 MISCELLANEOUS MATERIALS

- 2.3.1 Air Entraining Agent:
 - ASTM C0260, Master Builders or equal.
- 2.3.2 Dispersing Admixture:
 - ASTM C-494, Master Builders or equal.
- 2.3.3 Curing Compound:
 - ASTM C-309, No. 40W by A. C. Horn Company or equal.
- 2.3.4 Joint Filler:
 - ASTM D1751, pre-molded fiber filler, unless shown otherwise on the drawings.
- 2.3.5 Joint Sealer:
 - ASTM D-1190, Code 2351.

2.4 CONCRETE MIX DESIGN

- 2.4.1 The retention of the testing firm will be determined between the owner and the contractor. Testing firm to determine actual design mix to be used, based on the following:

- 2.4.1.1 Sidewalks: 3500 psi at 28 days in accordance with ODOT Section 701 (AE).
- 2.4.1.2 All other concrete: 4000 psi at 28 days in accordance with ODOT Section 701 (AE).

PART 3 – EXECUTION

3.1 INSPECTION OF SUBGRADE

- 3.1.1 Inspect subgrades prepared as specified in EARTHWORK and report any deficiencies to the Owner before beginning work. Commencement of work shall indicate acceptance of subgrades by this Contractor.

3.2 CONSTRUCTION

- 3.2.1 Paving:
 - Deliver and place concrete as specified in project plans.
- 3.2.2 Curbs and Gutters:
 - 3.2.2.1 Configurations:
 - Construct to cross-sectional details shown on drawings and at indicated locations. Curbs may be fully formed or pulled and troweled to configurations shown on the drawings.
 - 3.2.2.2 Reinforcement:
 - Reinforce as indicated on the drawings with continuous reinforcing bars lapped 30 bar diameters and securely tied at all splices. Metal chairs shall be used to hold the reinforcing steel in the proper plane.
 - 3.2.2.3 Expansion Joints:
 - Construct expansion joints per detail with joint filler across lengths of curb at all tangent points and at not more than sixty foot intervals, unless otherwise noted differently in the paving joint layout. Construct expansion joints per detail with joint filler between curbs and concrete paving. All fixed objects, such as buildings, poles, pipes, catch basins, etc., within or abutting the concrete shall be separated from the concrete by isolation joints.
 - 3.2.2.4 Finishing:
 - Finish surfaces with dense uniform texture equal to burlap drag or using the fine broom finish.
 - 3.2.2.5 Joints:
 - Fill expansion joints with joint filler except for space 3/4" deep at surface. After concrete has set, clean the open joint above filler and fill with joint sealer in accordance with instructions of sealer manufacturer.

3.2.3 Vehicular Traffic Surfaces:

- 3.2.3.1 Configurations:
 - Construct to cross-sectional details shown on drawings and at indicated locations.
- 3.2.3.2 Reinforcement:
 - Reinforce with #5 minimum size reinforcing bars 24" on center both ways, unless otherwise indicated or noted differently on the drawings.

3.2.3.3 Expansion and Construction Joints:

At intentional points for stoppage of concrete placing, use expansion joints. At unintentional points of stoppage of concrete placing, use continuation of reinforcing through joints. Construct ½-inch wide expansion joints with joint filler at locations shown on the drawings or at not more than thirty foot intervals each way if not shown. Construct ½-inch wide expansion joints with joint filler between curbs and concrete paving. All fixed objects, such as buildings, poles, pipes, catch basins, etc., within or abutting the concrete shall be separated from the concrete by expansion joints.

3.2.3.4 Joint Filling and Sealing:

Fill expansion joints with joint filler except for space ¾" deep at surface. After concrete has set, clean the open joint above filler and fill with joint sealer in accordance with instructions of sealer manufacturer.

3.2.3.5 Finishing:

Vibrate, screed and float concrete to level and test the surface, which shall not vary over 1/4" in ten feet when tested with ten foot straight edge. Finish surface to gritty texture with burlap drag or straight continuous strokes with a stiff bristle push broom. Finish all edges smooth with 1/8" or 1/4" radius.

3.2.4 Walks:

3.2.4.1 Configurations:

Construct to cross-sectional details shown on drawings and at indicated locations.

3.2.4.2 Reinforcing:

Reinforce with 6 x 6 x W1.4, WWF, minimum reinforcing unless otherwise indicated or noted on the drawings.

3.2.4.3 Expansion Joints:

Construct expansion joints as detailed in locations shown on the drawings.

3.2.4.4 Finishing

3.2.4.4.1 General:

Finish surfaces not noted on the drawings to be finished otherwise to a "fine broom" or "burlap drag" gritty surface. Tool all joints and all edges to provide a smooth border to each section or division of the walk. Finish all vertical surfaces in a manner that leaves the exposed surfaces free of "honeycombing" and form marks. Any damaged surfaces shall be repaired and stone-rubbed to match adjacent finished surfaces.

3.3 CURING CONCRETE

- 3.3.1 Apply a white-pigmented type curing compound at a uniform rate of approximately 200 sq. ft./gallon, or as recommended by curing compound manufacturer as soon as the finishing operation has been completed and the concrete has lost its water sheen. The curing procedure must protect the concrete, including all exposed surfaces against loss of moisture and rapid temperature change for a period of not less than four days from the beginning of the curing operation and without damage to, or marking of the finished concrete surface. Traffic shall not be allowed on finished concrete for a minimum period of seven days.

3.4 TESTING

3.4.1 Independent Testing Laboratory:

The retention of the testing firm will be determined between the owner and the contractor. The testing firm will perform concrete cylinder testing. Test cylinders shall be taken and tested by the testing laboratory for each different class of concrete poured in any one day. Cylinders shall be taken in accordance with ASTM C31, and cured and tested in accordance with ASTM C39. One set of four cylinders is required for each 50 cubic yards of concrete or less, placed in any one day. Two cylinders shall be tested at 7 days, two cylinders shall be tested at 28 days.

3.4.2 Tests:

3.4.2.1 Slump Tests

Slump tests shall be taken by the Testing lab when cylinders are taken, and shall show maximum slump and minimum slump in accordance with ODOT specifications for required concrete mix design.

3.4.2.2 Air Entrainment

Unless otherwise required differently by ODOT specs for a specified concrete mix, air content by volume: 5% to 8% based on measurements made in concrete mixtures at point of discharge at job site at time slump tests are made. Air content by volume shall be determined in accord with ASTM C231.

3.4.2.3 A Satisfactory Test:

Defined as a test which shows that the quality of the materials of workmanship meets requirements of the specifications. Where test reveal that the quality of materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the owner until the number of these tests shall constitute the evidence that the materials and workmanship meet the requirements of the specifications. Contractor shall pay for the failed test results.

3.4.2.4 Additional Tests:

The Engineer may order tests in addition to the number provided for in the schedule if, in his opinion, such additional tests are necessary.

3.4.2.5 Tolerances:

All test results shall not vary more than the tolerance specified in specification and the "Standard Specifications for Highway Construction" latest edition published by the Oklahoma Department of Transportation.

3.4.2.6 Test Schedule:

Contractor shall coordinate the construction activities with the Owner/testing lab to allow adequate notice for sample collection by the testing lab. Contractor shall make good faith efforts to minimize the time spent in collecting samples by the testing lab. The schedule of tests to be furnished by the testing lab as a minimum is specified as follows:

<u>SUBGRADE TEST SCHEDULE</u>		
<u>DESCRIPTION</u>	<u>METHOD OF TEST LATEST YEAR VERSION</u>	<u>QUANTITY OF ITEM REPRESENTED BY <u>ONE TEST</u></u>
(A) PREPARATION OF SOIL MECHANICAL ANALYSIS	AASHTO T-87	REFER TO SPECIFICATIONS, PLANS & SOILS REPORT
(B) MECHANICAL ANALYSIS OF SOILS	AASHTO T-88	
(C) LIQUID LIMIT OF SOIL	AASHTO T-89	
(D) PLASTIC LIMIT AND PLATIC INDEX	AASHTO T-90	
(E) SOIL CLASSIFICATOIN	AASHTO T145	
(F) FIELD DENSITY TEST	ASTM D2922	

3.5 CLEANING CONCRETE

- 3.5.1 Concrete sidewalks and related work shall be hosed down with water, scrubbed with fiber brushes, allowed to dry and be left broom clean and in condition acceptable to the Owner.

3.6 CLEAN-UP

- 3.6.1 Upon completion of work of this section remove related debris from premises.

END OF SECTION

**SECTION 02511
"ASPHALTIC" CONCRETE PAVING**

PART 1 – GENERAL

1.1 SCOPE OF WORK

- 1.1.1 Furnish labor, materials, services, equipment and appliances for asphalt paving work indicated on the drawings and specified herein. (Refer plans for allowable areas.)

1.2 WORK INCLUDED, BUT NOT INCLUSIVE

- 1.2.1 Paving base
- 1.2.2 Base course and surface course

1.3 REFERENCE STANDARDS

- 1.3.1 American Association of State Highway Officials (AASHO)
- 1.3.2 American Society for Testing Materials (ASTM)
- 1.3.3 Governing Authority:
Oklahoma Department of Transportation

1.4 SUBMITTALS

- 1.4.1 Submit three copies of design mix test reports to Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- 2.1.1 Sub-Base:
If required; as shown on the site plan drawings and specified in other sections of these specifications.
- 2.1.2 Base Course (Binder):
Unless otherwise shown on the drawings; Uniform mix of coarse aggregate and asphalt as determined by "design mix".
- 2.1.3 Surface Course:
Unless otherwise shown on the drawings; Uniform mix of coarse aggregate and fine aggregate (pea gravel will not be acceptable), mineral filler and asphalt as determined by "design mix".

2.2 DESIGN MIXES

- 2.2.1 The retention of the testing firm will be determined between the owner and the contractor. The testing firm will determine design mixes for base and surface courses; including asphalt bitumen content; ASTM D2172, latest edition, entitled, "Quantitative Extraction of Bitumen from Bituminous Paving Mixtures."

PART 3 – EXECUTION

3.1 GRADE CONTROL

- 3.1.1 Establish and maintain lines and grades shown on drawings by means of line and grade stakes.

3.2 TRANSPORTATION

- 3.2.1 Transport paving mixes from approved mixing plant to site in tight vehicles with metal bottoms previously cleaned of foreign materials. Vehicles shall be suitably insulated to avoid heat losses. Cover each load to prevent cooling and loss of ingredients.

3.3 PLACING

- 3.3.1 **General:**
Thickness shown on site plan drawings. Unless otherwise shown on the drawings, place asphaltic concrete in courses per plans. Apply base course to prepared sub-base (when applicable) which has been primed with asphalt MC-1, application temperature 50 to 120 degrees F, at a rate of 0.10 to 0.40 gal/sq yd. Apply surface course to base course to which has been applied a tack coat of asphalt RC-2, application temperature 100 to 175 degrees F, at rate of 0.08 to 0.10 gal/sq yd. Place each course under temperature conditions of 40 to 90 degrees F.
- 3.3.2 **Means:**
Dump and spread mixture on primed base with spreading and finishing machine, so that after compaction, surface will be smooth, of uniform density and meets requirements for typical cross-section shown. Other placing means may be proposed.
- 3.3.3 **Time and Temperature:**
Place and initially roll during daylight hours. Mixture placing temperature; between 225 and 325 degrees F.
- 3.3.4 **Protection of Curbs and Gutters:**
Prevent splattering of adjacent curbs, gutter, concrete paving and structures. Hand spreading may be employed where machine is impractical.
- 3.3.5 **Finish Grades:**
Approximately 6 inches below adjacent concrete sidewalks, and/or curbs, except as specifically shown otherwise on the drawings; true to grades shown

and straight within ¼-inch in 10 feet when checked with a straight edge. No "bird baths" will be allowed.

3.4 ROLLING

- 3.4.1 **General:**
After rolling with medium weight steel-wheeled roller, roll with pneumatic, three wheel, or tandem rollers longitudinally at sides and proceed toward center of pavement, overlapping on successive trips by at least half width of rear wheels. Alternate trips of roller shall be slightly different in length.
- 3.4.2 **Compression and Roller Marks:**
Roll until no further compression can be obtained and roller marks are eliminated. If required, roll diagonally in each direction with tandem roller with second diagonal rolling crossing line of first rolling.
- 3.4.3 **Prevention of Mixture Adhesion to Roller:**
Keep wheels moistened with water; excessive use of water will not be permitted. Do not permit rollers to stand on pavement which has not been fully compacted and which has not cooled to atmospheric temperature.
- 3.4.4 **Displacement:**
Keep movement of roller slow enough to avoid displacement of mixture. Correct any displacement at once by use of rakes and addition of fresh mixture.
- 3.4.5 **Precautions:**
Prevent dropping of oil, gasoline and grease on pavement.
- 3.4.6 **Hand Operations:**
Thoroughly compact edges of pavement along curbs, headers, aprons, manholes, valve boxes and similar places not accessible to roller with lightly oiled hand-operated vibrating rollers or mechanical tampers.

3.5 SPECIAL TESTING: The retention of the testing firm will be determined between the owner and the contractor.

- 3.5.1 **Extraction and Gradation Test:**
ASTM D2172 for each type. Number and location to be determined on the job by Owner or at least two extraction and two gradation tests shall be taken for each day pavement is placed.
- 3.5.2 **Field-In-Place Density Test:**
ASTM D1188 for each type. Number and location to be determined on the job by Owner.
- 3.5.3 **Thickness Test:**
Determine by test borings. Make one test for each 5,000 sq. ft. of paving surface. If average thickness is deficient by no more than ¼-inch, and no individual thickness is deficient by more than 5/8-inch, installation will be held to meet requirements. If average thickness is deficient by more than ¼-inch or if any individual thickness determination is deficient by more than 5/8-inch, pavement thickness will be held to not meet requirements. Deficient areas shall be defined, removed and replaced, or adjusted to design thickness by methods acceptable to Owner.

3.6 CLEAN-UP

3.6.1 Upon completion of work of this section, remove related debris from premises.

END OF SECTION

EXHIBIT F

**Specifications for Center Island Improvements
(other than Pylon Sign)**

Grading, Filling, Curbing, Landscaping and Irrigation for Landscaping

**SECTION 02505
CONCRETE PAVING, WALKS, CURBS, & GUTTERS**

PART 1 – GENERAL

1.1 SCOPE OF WORK

- 1.1.1 Furnish all labor, materials, services, equipment and appliances required for Portland cement concrete paving work indicated on the drawings and specified herein.

1.2 WORK INCLUDED, BUT NOT INCLUSIVE

- 1.2.1 Concrete pedestrian traffic surfaces (walks, ramps, etc.)
1.2.2 Concrete vehicular traffic surfaces.
1.2.3 Concrete curbs and gutters.

1.3 REFERENCE PUBLICATIONS AND STANDARDS

- 1.3.1 Governing Authority:
Applicable standards and regulations of state and municipal agencies having governing authority over the work specified in this section shall take priority over items specified herein and shown on the drawings unless the requirements set forth herein require a superior quality work. All work to be constructed in what is or what will become public right-of-way must meet or exceed the City minimum standards for sidewalks and streets.
- 1.3.2 Material Standards:
American Society for Testing Materials (ASTM)
- 1.3.3 Concrete Standards as noted on Drawings:
Oklahoma Department of Transportation Standard Specifications for Highway Construction, latest edition. American Concrete Institute (ACI): ACI-617 "Standard Specifications for Concrete Pavement and Bases." ACI-395 "Manual of Standard Practice for Detailing Reinforced Concrete..."

1.4 SUBMITTALS

- 1.4.1 Testing Laboratory Reports:
Furnish three copies of the test reports to the Owner, indicating results of the cylinder test.

PART 2 – PRODUCTS

2.1 FORMWORK

- 2.1.1 Design, engineer, and construct forms, shores, bracing, and other temporary supports to support loads imposed during construction, in accordance with ACI 347. Design under the direct supervision of a licensed Professional Engineer experienced in design of this work.

- 2.1.1.1 Plywood: PS 1, sound, undamaged sheets with straight edges.
- 2.1.1.2 Lumber: Construction grade.
- 2.1.1.3 Steel: Minimum 16 gauge sheet, well matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- 2.1.1.4 Carton Forms: Moisture resistant treated paper faces, biodegradable, structurally sufficient to support weight of wet concrete until initial set.

2.1.2 Accessories:

- 2.1.2.1 Form Ties: Removable or snap-off metal, of fixed or adjustable length as applicable, with cone ends.
- 2.1.2.2 Form Release Agent: Colorless mineral oil which will not stain concrete.
- 2.1.2.3 Waterstops: Select one of the following:
 - a. Volclay RX-101; by American Colloid Company; Arlington Heights, IL.; (708)392-4600.
 - b. Synko-Flex; by Synko-flex Products (Division of Henry Company); Houston, TX; (800)231-4551.

2.2 BASIC MATERIALS

- 2.2.1 Concrete:
 - As specified in CONCRETE under Project Notes.
- 2.2.2 Reinforcing Steel
 - 2.2.2.1 Bars
 - ASTM A615, grade 60 or as called out in notes on the drawings.
 - 2.2.2.2 Wire Fabric
 - ASTM A185, welded steel wire fabric as noted on the drawings.

2.3 MISCELLANEOUS MATERIALS

- 2.3.1 Air Entraining Agent:
 - ASTM C0260, Master Builders or equal.
- 2.3.2 Dispersing Admixture:
 - ASTM C-494, Master Builders or equal.
- 2.3.3 Curing Compound:
 - ASTM C-309, No. 40W by A. C. Horn Company or equal.
- 2.3.4 Joint Filler:
 - ASTM D1751, pre-molded fiber filler, unless shown otherwise on the drawings.
- 2.3.5 Joint Sealer:
 - ASTM D-1190, Code 2351.

2.4 CONCRETE MIX DESIGN

- 2.4.1 The retention of the testing firm will be determined between the owner and the contractor. Testing firm to determine actual design mix to be used, based on the following:

- 2.4.1.1 Sidewalks: 3500 psi at 28 days in accordance with ODOT Section 701 (AE).
- 2.4.1.2 All other concrete: 4000 psi at 28 days in accordance with ODOT Section 701 (AE).

PART 3 – EXECUTION

3.1 INSPECTION OF SUBGRADE

- 3.1.1 Inspect subgrades prepared as specified in EARTHWORK and report any deficiencies to the Owner before beginning work. Commencement of work shall indicate acceptance of subgrades by this Contractor.

3.2 CONSTRUCTION

- 3.2.1 Paving:
 - Deliver and place concrete as specified in project plans.
- 3.2.2 Curbs and Gutters:
 - 3.2.2.1 Configurations:
 - Construct to cross-sectional details shown on drawings and at indicated locations. Curbs may be fully formed or pulled and troweled to configurations shown on the drawings.
 - 3.2.2.2 Reinforcement:
 - Reinforce as indicated on the drawings with continuous reinforcing bars lapped 30 bar diameters and securely tied at all splices. Metal chairs shall be used to hold the reinforcing steel in the proper plane.
 - 3.2.2.3 Expansion Joints:
 - Construct expansion joints per detail with joint filler across lengths of curb at all tangent points and at not more than sixty foot intervals, unless otherwise noted differently in the paving joint layout. Construct expansion joints per detail with joint filler between curbs and concrete paving. All fixed objects, such as buildings, poles, pipes, catch basins, etc., within or abutting the concrete shall be separated from the concrete by isolation joints.
 - 3.2.2.4 Finishing:
 - Finish surfaces with dense uniform texture equal to burlap drag or using the fine broom finish.
 - 3.2.2.5 Joints:
 - Fill expansion joints with joint filler except for space 3/4" deep at surface. After concrete has set, clean the open joint above filler and fill with joint sealer in accordance with instructions of sealer manufacturer.

3.2.3 Vehicular Traffic Surfaces:

- 3.2.3.1 Configurations:
 - Construct to cross-sectional details shown on drawings and at indicated locations.
- 3.2.3.2 Reinforcement:
 - Reinforce with #5 minimum size reinforcing bars 24" on center both ways, unless otherwise indicated or noted differently on the drawings.

3.2.3.3 Expansion and Construction Joints:

At intentional points for stoppage of concrete placing, use expansion joints. At unintentional points of stoppage of concrete placing, use continuation of reinforcing through joints. Construct ½-inch wide expansion joints with joint filler at locations shown on the drawings or at not more than thirty foot intervals each way if not shown. Construct ½-inch wide expansion joints with joint filler between curbs and concrete paving. All fixed objects, such as buildings, poles, pipes, catch basins, etc., within or abutting the concrete shall be separated from the concrete by expansion joints.

3.2.3.4 Joint Filling and Sealing:

Fill expansion joints with joint filler except for space ¾" deep at surface. After concrete has set, clean the open joint above filler and fill with joint sealer in accordance with instructions of sealer manufacturer.

3.2.3.5 Finishing:

Vibrate, screed and float concrete to level and test the surface, which shall not vary over ¼" in ten feet when tested with ten foot straight edge. Finish surface to gritty texture with burlap drag or straight continuous strokes with a stiff bristle push broom. Finish all edges smooth with 1/8" or 1/4" radius.

3.2.4 Walks:

3.2.4.1 Configurations:

Construct to cross-sectional details shown on drawings and at indicated locations.

3.2.4.2 Reinforcing:

Reinforce with 6 x 6 x W1.4, WWF, minimum reinforcing unless otherwise indicated or noted on the drawings.

3.2.4.3 Expansion Joints:

Construct expansion joints as detailed in locations shown on the drawings.

3.2.4.4 Finishing

3.2.4.4.1 General:

Finish surfaces not noted on the drawings to be finished otherwise to a "fine broom" or "burlap drag" gritty surface. Tool all joints and all edges to provide a smooth border to each section or division of the walk. Finish all vertical surfaces in a manner that leaves the exposed surfaces free of "honeycombing" and form marks. Any damaged surfaces shall be repaired and stone-rubbed to match adjacent finished surfaces.

3.3 CURING CONCRETE

- 3.3.1 Apply a white-pigmented type curing compound at a uniform rate of approximately 200 sq. ft./gallon, or as recommended by curing compound manufacturer as soon as the finishing operation has been completed and the concrete has lost its water sheen. The curing procedure must protect the concrete, including all exposed surfaces against loss of moisture and rapid temperature change for a period of not less than four days from the beginning of the curing operation and without damage to, or marking of the finished concrete surface. Traffic shall not be allowed on finished concrete for a minimum period of seven days.

3.4 TESTING

3.4.1 Independent Testing Laboratory:

The retention of the testing firm will be determined between the owner and the contractor. The testing firm will perform concrete cylinder testing. Test cylinders shall be taken and tested by the testing laboratory for each different class of concrete poured in any one day. Cylinders shall be taken in accordance with ASTM C31, and cured and tested in accordance with ASTM C39. One set of four cylinders is required for each 50 cubic yards of concrete or less, placed in any one day. Two cylinders shall be tested at 7 days, two cylinders shall be tested at 28 days.

3.4.2 Tests:

3.4.2.1 Slump Tests

Slump tests shall be taken by the Testing lab when cylinders are taken, and shall show maximum slump and minimum slump in accordance with ODOT specifications for required concrete mix design.

3.4.2.2 Air Entrainment

Unless otherwise required differently by ODOT specs for a specified concrete mix, air content by volume: 5% to 8% based on measurements made in concrete mixtures at point of discharge at job site at time slump tests are made. Air content by volume shall be determined in accord with ASTM C231.

3.4.2.3 A Satisfactory Test:

Defined as a test which shows that the quality of the materials of workmanship meets requirements of the specifications. Where test reveal that the quality of materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the owner until the number of these tests shall constitute the evidence that the materials and workmanship meet the requirements of the specifications. Contractor shall pay for the failed test results.

3.4.2.4 Additional Tests:

The Engineer may order tests in addition to the number provided for in the schedule if, in his opinion, such additional tests are necessary.

3.4.2.5 Tolerances:

All test results shall not vary more than the tolerance specified in specification and the "Standard Specifications for Highway Construction" latest edition published by the Oklahoma Department of Transportation.

3.4.2.6 Test Schedule:

Contractor shall coordinate the construction activities with the Owner/testing lab to allow adequate notice for sample collection by the testing lab. Contractor shall make good faith efforts to minimize the time spent in collecting samples by the testing lab. The schedule of tests to be furnished by the testing lab as a minimum is specified as follows:

<u>SUBGRADE TEST SCHEDULE</u>		
<u>DESCRIPTION</u>	<u>METHOD OF TEST LATEST YEAR VERSION</u>	<u>QUANTITY OF ITEM REPRESENTED BY <u>ONE TEST</u></u>
(A) PREPARATION OF SOIL MECHANICAL ANALYSIS	AASHTO T-87	REFER TO SPECIFICATIONS, PLANS & SOILS REPORT
(B) MECHANICAL ANALYSIS OF SOILS	AASHTO T-88	
(C) LIQUID LIMIT OF SOIL	AASHTO T-89	
(D) PLASTIC LIMIT AND PLATIC INDEX	AASHTO T-90	
(E) SOIL CLASSIFICATOIN	AASHTO T145	
(F) FIELD DENSITY TEST	ASTM D2922	

3.5 CLEANING CONCRETE

- 3.5.1 Concrete sidewalks and related work shall be hosed down with water, scrubbed with fiber brushes, allowed to dry and be left broom clean and in condition acceptable to the Owner.

3.6 CLEAN-UP

- 3.6.1 Upon completion of work of this section remove related debris from premises.

END OF SECTION

**SECTION 02810
IRRIGATION SYSTEM**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide irrigation system where shown on the drawings and as specified herein complete in place, tested and approved, including, but not necessarily limited to:
 - 1. Irrigation system.
 - 2. Automatic controller and remote control valves.
 - 3. Water meter and backflow preventer.

- B. Related Work:
 - Section 02938: Sod.
 - Section 02950: Exterior Plants.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 SUBMITTALS

- A. Comply with provisions of Section 01340.

- B. Product data: After the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 3. Manufacturer's recommended installation procedures which, when approved by the Owner's Representative will become the basis for accepting or rejecting actual installation procedures used on the work.
 - 4. One (1) made up head, nozzle and swing joint to lateral of each type required on project. Label each component.
 - 5. Record drawings of complete system. Measurements on record drawings shall be surveyed or triangulated from permanent objects.

PART 2 – PRODUCTS

2.01 PIPE

- A. Main Line Piping:
 - 1. Two and one-half Inch (3") Diameter and Larger: Polyvinyl Chloride (PVC) 1120-1220 SDR 21.0, Class 200 rubber gasketed joint pipe, conforming to ASTM D1784 and

- ASTM D2241. Rubber gasket shall conform to ASTM D3139 and shall be provided by pipe manufacturer.
2. Three Inch (3") and Smaller: Polyvinyl Chloride (PVC) 1120-1220 Schedule 40, belled end solvent weld, and conforming to ASTM D 1784, cell class 12454 and ASTM 1785.
- B. Lateral Piping:
1. One-Half Inch (1/2"): Polyvinyl Chloride (PVC) 1120-1220, SDR 13.0, Class 315 belled end solvent weld, and conforming to ASTM D 1784 cell class 12454 and ASTM D 2241.
 2. Three Quarter Inch (3/4") to Three Inch (3") Diameter: Polyvinyl Chloride (PVC) 1120-1220, SDR 21.0, Class 200 belled end solvent weld, and conforming to ASTM D 1784 cell class 12454 and ASTM D 2241.
 3. Flex Pipe: Rain Bird 1/2" thick walled polyethylene tubing model SPX-FLEX100.
- C. Schedule 80 PVC machined nipples for shrub risers in planting bed area as shown on drawings.
- D. Sleeve Piping to Protect Pipe or Control Wires at Roads, Sidewalks or Below Grade Crossings: Polyvinyl Chloride (PVC) 1120-1220 Schedule 40, belled end solvent weld, and conforming to ASTM D 1784, cell class 12454 and ASTM 1785. Sleeve size not shown on project drawings shall be a sized a minimum of two (2) times the diameter of the crossing pipe. Minimum size of sleeves shall be 2 inches. All irrigation control wires shall be routed in a separate sleeve with a minimum diameter of 2 inches.

2.02 FITTINGS

- A. Main Line Fittings:
1. Main line fittings three inch (3") and smaller at all points of direction change such as 22.5, 45, tees or 90 degree turns shall be solvent weld with a minimum of Schedule 40 dimensions and shall meet the requirements of ASTM Specification D 2466-78. Schedule 40 fittings shall be Spears Manufacturing or approved equal.
 2. Installation of electric control and quick coupling valves on two and one-half inch (2-1/2 diameter and larger main line pipe shall be with the ductile iron saddles (with o'ring seals and full circumferential support and stainless steel straps. PVC Schedule 80 fittings and nipples shall be used on all fittings required between the mainline tap and the electric control valve as well as the threaded connection between the electric control valve and the lateral piping. Schedule 80 fittings shall be Spears Manufacturing or approved equal. Contractor shall use manufacturer's recommended sealing compounds and/or teflon tape according to manufacturer's recommended practice for the specific application
 3. Main line fittings two inch (2") and smaller at all points of direction change such as 22.5, 45, tees or 90 degree turns shall be solvent weld with a minimum of Schedule 40 dimensions and shall meet the requirements of ASTM Specification D 2466-78. Schedule 40 fittings shall be Spears Manufacturing or approved equal.
 4. Service tees attaching the control valves and quick coupling valves onto the main line two and one-half inch (2-1/2") and smaller shall be PVC Schedule 80 solvent welded or threaded fittings and shall meet ASTM D 2467 and ASTM D 2464

respectively. PVC Schedule 80 fittings and nipples shall be used on all fittings required between the main line tap and the electric control valve as well as the threaded connection between the electric control valve and the lateral piping. Schedule 80 fittings shall be Spears Manufacturing or approved equal. Contractor shall use manufacturer's recommended sealing compounds and/or teflon tape according to manufacturer's recommended practice for the specific application

- B. Lateral line Fittings: Solvent welded fittings shall be Schedule 40 dimensions and wall thickness and shall meet the requirements of ASTM Specification D 2466 and shall be used on all piping downstream of electric control valves except threaded connections between the control valve and the piping which shall be Schedule 80 as described in 2.02 A.2..
- C. All 1/2" inlet spray heads and 3/4" inlet rotary heads shall be connected to the irrigation piping utilizing 1/2" thick walled polyethylene tubing (Rain Bird Model SPX-FLEX100) and appropriate insert fittings (Rain Bird Models SBE-050, SBE-075, SBA-050, SBA-075). Sufficient lengths of flexible pipe shall be used to form a sweeping arc to insure that spray heads are supported properly and allow for vertical adjustment and movement during service.

2.03 SWING JOINT RISERS

- A. Swing Joints: All 1" inlet rotary heads shall be installed on prefabricated, manufactured swing joint assembly rated for 315 psi with prelubricated buttress threads and O'ring seals equal to Spears Manufacturing Co. Series 5806-01012 (SpigxMipt) or 5807-01012 (MiptxMipt). All 1" inlet quick coupling valves shall be installed on prefabricated, manufactured swing joint assembly rated for 315 psi with prelubricated buttress threads and O'ring seals equal to Spears Manufacturing Co. Series 5807-01012.

2.04 VALVES

- A. Main Line Isolation Gate Valves:
 - 1. Solvent Weld Pipe (three inch (3") and smaller) shall be bronze, threaded, screw-in bonnet with non-rising stem rated for a 125 psi WSP and 200 psi non-shock WOG. The valve shall be of domestic manufacture, shall meet Federal Specifications MSS SP-80 equal to Hammond Model IB645.
- B. Electric Control Valve Isolation Valves: 2" and smaller shall be of the ball type, plastic construction, tru-union threaded ends and have a maximum pressure rating of 235 psi at 73 degrees F. The valves shall be equal to Spears Model 3629-XX size the same as the control valve.
- C. Electric Control Valves:
 - 1. Valve shall be glass filled high strength nylon body and bonnet, electrical solenoid operated, normally closed, diaphragm globe valves. The valve shall have a 200 psi CWP rating and shall have a five year trade warranty. The valve shall be activated by a 24 V.A.C. solenoid. Flow control stem shall be non-rising. The valve cover shall be secured to the body with stainless steel threaded studs and nuts. Bleeding of

- water during manual operations shall be either internal or external. The valve shall be as manufactured by Rain Bird Sprinkler Mfg. Inc. Model 100-PEB 1", 150-PEB 1 1/2" or 200-PEB 2" as shown on the drawings.
2. Drip zone valves shall be as specified in 1. above with the addition of a self-cleaning stainless steel screen designed for use in dirty water applications. Valves shall be manufactured by Rain Bird Sprinkler Mfg. Inc. Model 100-PESB 1" or 150-PESB 1 1/2" as shown on the drawings or approved equal.
- D. Quick Coupling Valves and Keys: Valve equal to Rain Bird 44LRC with spring loaded locking rubber cover. Valve key shall be same manufacturer of valve equal to Rain Bird 55DK with bronze hose swivel adapters, Rain Bird SH-1. Quick coupling valve shall be prevented from rotation with Leemco Model LS-120 valve stabilizer.
- E. Automatic Drain Valves: Drain valves shall be model 22163 (1/2") or 22167 (3/4") as manufactured by King Innovation, Inc. At least four (4) drains per piping zone shall be installed at the points of lowest elevation to permit proper drainage in areas susceptible to freezing.
- F. Inline check valves to prevent low head drainage shall be the same size as the line they are installed in. They shall be PVC, 200 PSI pressure rating at 72 degrees F. and shall be spring adjustable from 5 lbs to 15 lbs of spring tension. Check valves shall be equal to FLO Model 1205-XX (XX denotes size of valve) or approved equal.
- G. Backflow Preventer and Enclosure:
1. Provide backflow preventer equal to Wilkins Model 975XLSE or Pressure Vacuum Breaker - Wilkins Model 720a as shown on drawings meeting the requirements of the local governing municipality for irrigation system use. The backflow preventer shall be installed using Type L copper pipe and shall incorporate two (2) unions for ease of installation and maintenance.
 2. The backflow preventer shall be protected from freeze damage by covering it with an insulated cover and using thermostatically controlled "heat tape". The insulated box shall be constructed of fiberglass, hinged to provide full access to the preventer. The enclosure shall be designed to accommodate the heat tape, for the recommended drain size and for the size of the backflow preventer to be installed. The box shall be "Hot Box", Model HB2.0 as manufactured by Northeast Florida Enterprises, Inc. or approved equal.
 3. The backflow preventer protective cover shall be installed on a concrete footing constructed of a minimum 3500 psi concrete and shall meet the requirements of the backflow preventer cover manufacturer's recommendation for size and mounting requirements including hardware. Contractor shall reference installation detail drawings for details of the base. The ground shall be hand excavated to provide a solid surface for the concrete foundation. The surface of the concrete base must be finished level to insure proper installation of the cover.

2.05 VALVE BOXES

- A. Valve boxes for isolation valves, quick coupling valves, low-volume (drip) air relief valves and in-line check valve locations shall be 10-inch round valve boxes with bolt down covers equal to Carson Industries, Inc. model 910-12 or NDS Pro Series model 212-BC with 8" I.D. corrugated polyethylene pipe, as manufactured by Advanced Drainage Systems, Inc. (ADS), cut to length as required for extensions.
- B. Valve boxes for automatic electric control valves (non drip zones) and master control valves shall have green body and lid with bolt down cover, minimum 14" x 19" rectangular with 6" rectangular extensions as required, as manufactured by Carson Industries, Inc. models 1419-13 (box) with 1419E-1 (6" extensions) or NDS Pro Series model 214-BC with model 214-6 6" extensions or approved equal.
- C. Valve boxes for automatic electric control valves (drip zones) shall be 13"x20" ("jumbo") valve boxes with green body and lid with bolt down covers equal to Carson Industries Inc. model 1220-12 with model 1220E-1 6" extensions or NDS Pro Series model 218-BC with model 218-6 6" extensions.
- D. Valve boxes for wire splices shall be 10-inch round valve boxes with bolt down covers equal to Carson Industries, Inc. model 910-12 or NDS model 212-BC with 8" I.D. corrugated polyethylene pipe, as manufactured by Advanced Drainage Systems, Inc. (ADS), cut to length as required for extensions. All splices shall be in separate valve boxes and not included with isolation valves.

2.06 SPRINKLER HEADS

- A. Turf Spray Heads: 4" Pop-up - Rain Bird 1804-SAM-PRS with internal check valve and pressure regulator incorporated into stem or approved equal. Nozzles for spray heads shall be manufactured with matched precipitation rates such that nozzles of different radii can be valved together on the same zone.
- B. Planter Spray Heads: 6" Pop-up - Rain Bird 1806-SAM-PRS with internal check valve and pressure regulator incorporated into stem or approved equal. Nozzles for spray heads shall be manufactured with matched precipitation rates such that nozzles of different radii can be valved together on the same zone.
- C. Shrub Spray Heads: Shrub Spray Heads: 12" Pop-up - Rain Bird 1812-SAM-PRS with internal check valve and pressure regulator incorporated into stem or approved equal. Nozzles for spray heads shall be manufactured with matched precipitation rates such that nozzles of different radii can be valved together on the same zone.
- D. Rotary Sprinkler Heads:
 - 1. Mid-Range Rotor Heads (3/4" Inlet): 4" Pop-up, top screwdriver adjust, rubber cover, water lubricated gear drive with radius reduction adjustment of at least 25

percent. Rotor shall have a 3/4" inlet and a pressure activated wiper seal. Sprinkler shall have enhanced water distribution nozzles with "Rain Curtain" technology to insure even water distribution throughout the spray pattern. Flow shut-off capability shall be provided in the flow path to permit servicing the sprinkler head with the system is under pressure. The rotor shall have an in-stem pressure regulator reducing the pressure to 45 psi for optimal nozzle performance. The sprinkler shall have at least a 5 year trade warranty. 4" pop-up rotors shall be Rain Bird model 5004-PL-PC (part circle) or 5004-PL-FC (full circle) or approved equal.

2. Long-Range Rotor Heads (1" Inlet): 4" Pop-up, top screwdriver adjust, rubber cover, water lubricated gear drive with radius reduction adjustment of at least 25 percent. Rotor shall incorporate nozzles with advanced water distribution assuring near-head water placement and uniformity ("Rain Curtain"). A check valve shall be provided to prevent low head drainage. Rotor shall have a 1" inlet, a pressure activated wiper seal and tapered stainless steel riser to protect internal assembly from debris and ensure positive pop-up and retraction. Rotor shall have at least a 5 year trade warranty. Rotor shall be Rain Bird model F4-PC-SS (part circle) or F4-FC-SS (full circle) or approved equal.
3. Long-Range Rotor Heads (1" Inlet) For Dust Control: 4" Pop-up, top screwdriver adjust, rubber cover, water lubricated gear drive with radius reduction adjustment of at least 25 percent. Rotor shall incorporate nozzles with advanced water distribution assuring near-head water placement and uniformity ("Rain Curtain"). Rotor shall be equipped with high speed of rotation option for dust control. A check valve shall be provided to prevent low head drainage. Rotor shall have a 1" inlet, a pressure activated wiper seal and tapered stainless steel riser to protect internal assembly from debris and ensure positive pop-up and retraction. Rotor shall have at least a 5 year trade warranty. Rotor shall be Rain Bird model F4-PC-SS (part circle) or approved equal.

2.07 LOW VOLUME (DRIP) IRRIGATION EQUIPMENT

- A. Irrigation in planting zones shall incorporate a pressure compensating sub-surface emitter tubing with emitters spaced on 12" or 18" centers with a flow rate of 0.6 gallons per hour (GPH) and shall be model XFS-06-12 or XFS-06-18 as manufactured by Rain Bird Corporation, Inc. or approved equal.
- B. Pressure regulating filters shall Rain Bird model PRB-QKCHK-200M Pressure-Regulating Quick Check Basket Filter for flows between 3 and 20 gpm.
- C. The Air/Vacuum Relief Valve shall be equal to Rain Bird model ARV-12 with adapter fittings. Valve shall be placed in 6" round valve box as shown on detail drawings.
- D. The fittings used to connect the dripline to PVC pipe, PVC fittings, valves and other dripline tubing shall be manufactured by the dripline manufacturer specifically for the installed tubing and for the pressure rating of the pressure regulator. Stakes to hold the dripline tubing in place shall be equal to Rain Bird model TDS-050 w/ bend or approved equal.

2.08 AUTOMATIC IRRIGATION CONTROLLER AND RAIN/FREEZE SENSOR

- A. Controller shall be electronic, compatible with electric control valves have multistation, mounted in a U.L. approved rainproof housing and have the following features:
1. Four independent program with multiple start times for each program. Program start times shall be stackable.
 2. Non-volatile program memory in case of power supply failure.
 3. Four cycle modes (odd days, even days, cyclical or custom) for each program.
 4. Water budgeting by program from 0 to 300 percent in 1 percent increments.
 5. Environmental sensor inputs and override switch with LED indicator light.
 6. Test program with variable times and manual and semi-automatic starts of individual stations and programs.
 7. Master valve/pump start circuit, programmable by station

The wall mount controller shall be as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California Model ESP-XXME or approved equal with size as required by irrigation design.

- B. Wireless Rain and Freeze Sensor. The rain sensor shall shut off the irrigation system when the measured rainfall equals or exceeds the shutoff setting of the sensor device. The freeze sensor shall be adjustable between 33 degrees F. and 41 degrees F. and shall shut off the irrigation system when the temperature reaches at or below the set point. The device shall be adjustable with positive stops from 1/8th inch to 1/2 inch. Sensor shall have quick shut-off capability to suspend irrigation during a rain event. The device shall be U.L. rated, maintenance free and shall absorb water and shall dry out at rates similar to turf. The device shall have a self-leveling bracket which can be mounted to flat surfaces or rain gutters. Sensor shall be installed within 700 feet line-of-sight between sensor and irrigation controller. The wireless device shall be manufactured by Rain Bird Mfg, Model WR2RFC or approved equal. Provide one (1) combination rain and freeze sensor per controller.

2.09 CONTROL CABLE AND SPLICING MATERIALS

- A. Wire types and installation procedures shall be checked to conform to local codes.
- B. All control wiring to be used for connecting the remote control valves to the controller shall be 14 gauge and all common wire shall be 14 gauge. The wire shall be Type UF, 600 Volt, single conductor solid copper wire with PVC insulation and shall bear UL approval for direct underground burial feeder cable. Insulation shall be 4/64" thick minimum covering ICC-100 compound for positive waterproofing protection.

- C. All electrical connections shall be waterproof so that there is no chance for leakage of water and corrosion build-up in the joint. The type of connection to be used shall be 3M DBY direct bury splice kits or King Silicone Filled Safety Connectors, King Model 6T Tan or approved equal.

2.10 OTHER MATERIALS

- A. Provide other materials, not specifically described, but required for a complete and proper installation, as selected by the Contract and subject to the approval of the Owner's Representative.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until satisfactory conditions are corrected.

3.02 FIELD MEASUREMENTS

- A. Make necessary measurements in the field to ensure precise fit of items in accordance with the approved design.

3.03 TRENCHING AND BACKFILLING

- A. Perform all excavations as required for installation of work included under this Section, including shoring of earth banks, if any hazard of cave-in exists, or if required by federal, state or local codes or ordinances, if necessary.
- B. Restore all surfaces, existing underground installations, etc., damaged or cut as a result of the excavations, to their original condition.
- C. Dig trenches wide enough to allow a minimum of six inches (6") between parallel pipe lines. Trenches shall be of sufficient depth to provide minimum cover from finish grade as follows:
 - 1. Twenty (20") inches of cover on all main line pressurized pipe. Fifteen (15") of cover on all lateral lines.
 - 2. All PVC pipe under paving shall be bedded with minimum of four inches (4") of sand backfill on all sides and have two feet (2') cover.
 - 3. Manual drain valves shall be located as shown on plans.
 - 4. All pipe in rock to be a minimum of six inches (6") from rock in any direction, then sand backfill as in 3.03 C.2.
- D. With Owner's Representative permission and only when necessary, saw cut existing paving.

3.04 INSTALLATION OF PIPING

- A. General: Lay out the piping system in accordance with arrangement shown on the drawings.
- B. Piping Depth: Install piping with at least twenty (20") inches of cover over the main irrigation line and fifteen (15") over the lateral piping.
- C. Conduits and Sleeves:
 - 1. Contractor is responsible for the placement and installation of all sleeves whether shown on the drawings or not. Install sleeves under paving and other improvements prior to construction. Install where required to accommodate piping at proper depth to prevent damage by other construction activities and to provide specified burial depth for irrigation pipe. Location of sleeves shall be recorded and marked on as-built drawings.
 - 2. Install sleeves for all pipes passing through or under walls, walks and paving as shown on drawings. Inside diameter of sleeving to be at least two times outside diameter of pipe and adequate to accommodate retrieval of wiring or piping for repair and shall extend one foot (1') beyond edge of paving or other construction. Minimum sleeve size shall be 2". A separate minimum 2" conduit shall be installed for 24 volt control wires.
 - 3. Furnish and install conduit where control wires pass under or through walls. Conduits shall be of adequate size to accommodate retrieval for repair of wiring and shall extend one foot (1') beyond edge of walls.
- D. Inspection of Materials: Carefully inspect pipe and fittings before installation, removing all dirt, scale and burrs and reaming as required. Install pipe with markings facing up for visual inspection.
- E. Plastic Pipe:
 - 1. Exercise care in handling, loading, unloading and storing plastic pipe and fittings:
 - a. Store under cover until ready to install.
 - b. Transport only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load.
 - 2. Damaged pipe may only be used by cutting out and discarding the dented or damaged section and for necessary short sections only.
 - 3. Solvent weld pipe and fitting connections shall be made according to ASTM D 2855-83 Standard Practice for making solvent-cemented joints with Poly (Vinyl Chloride) (PVC) pipe and fittings. Special care shall be taken to:
 - a. Cut pipe square, remove burrs and chamfer 2 inch pipe and larger.
 - b. Apply uniform coating on all parts with lighter coats on sockets.
 - c. Avoid pockets of cement left in joints.
 - d. Use small cans to maintain cement's original viscosity.
 - e. Make joints immediately and hold to prevent pipe from pushing out.
 - 4. In joining, use only the cement rated for the specific class and size of pipe being connected and make joints in accordance with the manufacturer's recommendations as approved by the Owner's Representative.

- a. Give solvent welds at least one (1) hour set-up time before moving or handling and 24 hours curing time before filling with water.
 - b. Cement: "Rain-R-Shine" as manufactured by Oatey.
 - c. Primer: "Purple Primer" as manufactured by Oatey.
 - d. Cold Weather Cement (temperatures below 40 degrees F): "Polarweld" as manufactured by Weldon.
- 5. Center load plastic pipe with a small amount of backfill to prevent arching and whipping under pressure.
 - 6. Plastic-to-steel connections:
 - a. Work the steel connections first.
 - b. Use a non-hardening pipe dope on threaded plastic-to-steel connections.
 - c. Use only a light wrench pressure.
 - 7. Threaded joints for plastic pipes:
 - a. Use Teflon tape on the threaded PVC fittings.
 - b. Use strap-type friction wrench only. Do not use metal jawed wrench.
- F. Galvanized Pipe:
- 1. Make cuts square with cuts thoroughly reamed and rough edges and burrs removed.
 - 2. Make threads sure, clean cut and well fitting.
 - 3. Use pipe dope on male fittings only.
 - 4. Make screwed joints tight with all necessary wrenches but without handle extensions.
- G. Pipe Installation:
- 1. Bed pipes in sand per paragraph 3.03 C.2. as accepted by Owner's Representative on all sides of piping (only if very rocky) with no rocks or clods over 1" diameter to provide a uniform bearing.
 - 2. Pipe shall be snaked from side to side of trench bottom to allow for expansion and contraction. One (1) additional foot per one hundred (100) feet of pipe is the minimum allowance for snaking.
 - 3. Do not lay PVC pipe when there is water in the trench.
- H. Concrete Thrust Blocks for main line pipe three inches (3") and larger:
- 1. Install minimum of two (2) cubic foot thrust blocks of 3,500 psi concrete where the irrigation main changes direction at ells and tees, where the main terminates and under gate valves.
 - 2. Size blocks for these mains and place in strict accordance with the pipe manufacturer's specifications. Size shall be adequate and so placed as to take all thrust created by the maximum internal water pressure.
 - 3. Do not pressure test for a period of 36-48 hours following the completion of pouring of blocks.

3.05 INSTALLATION OF EQUIPMENT

- A. Gate Valves:
- 1. Install valves as shown on plans with a minimum of twenty (24") inches apart. For

larger rubber gasketed pipe, anchor with thrust block. Install valve box flush with finish grade.

B. Sprinkler Heads:

1. All sprinklers shall be installed on flexible connections or swing joints as specified in Section 2.02 "Fittings" and shall be set plumb and level with the final turf grade.
2. Rotary heads to be installed as detailed on the plans. Part-circle rotary heads shall be six inches (4") from adjacent walks, curbs and paved areas.
3. Lawn spray heads to be installed as detailed on the plans. Part-circle heads shall be six (4") inches from adjacent walks, curbs and paved areas.
4. Copper shrub risers to be installed as detailed on the plans. Part-circle heads shall be six (6") inches from adjacent walks, curbs and paved areas.
5. All sprinklers shall be installed on flexible connections or swing joints as specified in Section 2.02 "Fittings" and shall be set plumb and level with the final turf grade.

C. Sub-surface Dripline Installation

1. Sub-surface in-line emitter drip tubing shall be installed in designated areas by hand excavation or trenching.
2. In-line emitter drip tubing is to be installed 4 inches from all planter edges, curbs and walls. Spacing of in-line emitter tube is to be either 12 inches center-to-center or 18 inches center to center in all irrigated areas as shown on the irrigation plan drawings and details.
3. In-line drip tubing shall be secured with stakes. Stakes shall be spaced to ensure that tubing does not shift location in presence of foot traffic, operations, gravity on slope installations, or environmental effects. Stake in-line drip tubing at minimum 3-foot intervals and at either side of tubing fittings, such as tee, elbow and crosses to prevent movement.

C. Quick Coupling Valves:

1. Install on a swing joint assembly as detailed on the drawings.

D. Automatic Controller:

1. The irrigation controller shall be mounted level and plumb at the specified location shown on the contract drawings according to manufacturer's recommendations. Electrical conduit PVC sweep ells shall be used for the entering and exiting of building footings/foundations or pedestal pads for the 24 volt wires. Electrical conduit shall be used for protection of 24 volt wires entering the controller.
2. Hard wire 120 volt controller power wires to electrical junction box provided by others. All electrical work to supply power to the controller shall be by contractor and shall be installed according to local electrical codes.
3. Connect valves per local code and manufacturer's latest printed instructions.
4. Connect remote control valves to controller in sequence specified on drawings or by Owner's Representative to correspond with station setting.
5. Connect telephone line to controller with electrical conduit.
6. Affix controller name (i.e. "Main Controller") on inside of controller cabinet door with minimum of one inch (1") high letters.

7. Install weather proof tag as to name of installer and dates of warranty.
- E. Control Wiring:
1. Install control wires with sprinkler mains and laterals in common trenches wherever possible. Lay to the side of pipe line. The side of the trench in which the wires are located shall be free of stones and other hard material which might injure the wire insulation. Backfill material placed against the wires shall be select material especially free from stones or other material with might injure the insulation. Provide ten feet (10') looped slack at valves and snake wires in trench to allow for contraction of wires. Tie wires in bundles of ten feet (10') intervals.
 2. Control wire splices at remote control valves to be crimped and sealed with specified splicing materials. Line splices will be allowed only on runs of more than five hundred feet (500'). Splices to be made in valve boxes only and with a minimum of 24 inches (24") of slack. All splices shall be made in a minimum 10" round valve box. All connections at the electric control valves and splice points shall be water-proofed with the system specified in Section 2.09. All electrical connections shall meet local codes.
 3. When wire runs do not follow pipe trenches, lay them in a straight line which will be carefully located on the "as-built" drawing. If a change of direction is required in these runs, make it as an angle between two straight runs, and not as a sweeping curve. Install a 10" round valve box, as described above, at the angle point and leave sufficient slack in all wires to allow them to be raised at least 24 inches above grade. Contractor shall accurately locate the 10" round box with measurements on the "as-built" drawing.
 4. Electrical Service: All electrical equipment and wiring shall comply with local and state codes and be installed by those skilled and licensed in the trade. Unless governing codes specify otherwise, low-voltage (24 VAC) control wire may be installed by the Contractor. All electrical connections shall conform to the National Electrical Code, latest addition.
- F. Backflow Preventer and Protective Enclosure:
1. Install where indicated on the drawings and in accordance with all pertinent codes, regulations, installation detail drawings and the manufacturer's recommendations as approved by the Owner's Representative.
 2. Install pre-fabricated enclosure over backflow preventer. Place on 6" minimum thick concrete pad sized to accommodate attachment per manufacturer's requirements. Provide electrical connection and install heater or heat cable.
- G. Set valve box covers level at finish grade. Rectangular valve boxes to be placed parallel to nearby curbs and walks or other improvements. Valves and valve boxes shall be installed where shown or directed, and shall be set plumb. Valve boxes shall be centered on the valves. Where feasible, valves shall be located outside the area of natural walkways or paths and shall be placed in groundcover areas where possible. Earth fill shall be carefully tamped around each valve box. Valve boxes should be supported or blocked such that any surface loads on the valve boxes will not be transmitted below to the pipe or valves. Washed gravel sumps shall be provided below all valve boxes to permit drainage of water away from valves. Minimum depth of gravel sump is 6 inches.

- H. Install at least four (4) automatic drain valves per zone at all low points sections of lateral piping (lines downstream from valves) to insure complete drainage of system when not in use.
- I. Combination rain and freeze sensors shall be installed according to manufacturer's recommendations and shall be installed at locations approved by Owner.

3.06 TESTING AND INSPECTING

- A. Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been inspected, tested and approved by the Owner's Representative.
- B. Before backfilling the main line, and with control valves in place, but before lateral pipes are connected, completely flush and test the main line.
 - 1. Repair leaks.
 - 2. Flush out each section of lateral pipe before sprinkler heads are attached.
- C. Pressure Testing:
 - 1. Make necessary provisions for thoroughly bleeding the line of air and debris.
 - 2. Before testing, fill the line with water for a period of at least 24 hours.
 - 3. After valves have been installed, test live water lines for leaks at a pressure of 100 psi or more for a period of two hours, with couplings exposed and with pipe sections center loaded. Water test only, no air.
 - 4. Provide required testing equipment and personnel.
 - 5. Repair leaks and retest until acceptance by the Owner's Representative.
- D. Performance Test:
 - 1. Upon completion of the irrigation system installation including all pressure tests, Contractor shall conduct a performance test of the complete system to insure that all components are functioning properly. Performance test shall consist of operating the system through a complete irrigation cycle per day for two (2) consecutive days. Contractor shall be at the site to monitor the performance tests and make any adjustments and corrections as needed during the testing period.
 - 2. The Contractor shall balance and adjust the various components of the system so that overall operation of the system is most efficient. This includes but is not limited to adjustments to pressure regulators, part-circle sprinkler heads, spray head and rotary head radius adjustments and individual station adjustments on the controllers.
- E. Final Inspection:
 - 1. Clean, adjust and balance all systems. Verify that:
 - a. Remote control valves are properly balanced.
 - b. Heads are properly adjusted for radius and arc of coverage.
 - c. The installed system is workable, clean and efficient.

3.07 BACKFILL AND COMPACTING

- A. After system is operating and required tests and inspections have been made, backfill excavations and trenches with existing excavated material as accepted by Owner's Representative.
- B. Backfill for all trenches, regardless of the type of pipe covered, shall be compacted to minimum 95% density under pavements, 85% under planted areas.
- C. Compact trenches in areas to be planted by thoroughly flooding the backfill. Jetting process may be used in those areas.
- D. Dress all areas to finish grade.

3.08 RESODDING

- A. Sod around heads only. In fescue, seed and fertilize only.

3.09 INSTRUCTIONS

- A. Submit maintenance instructions on all items requiring manufacturer's standard detail submittal.
- B. Record drawings: Submit reproducible mylar plan of completed facilities as installed. It shall show any changes from the original layout, location of all heads and pipe sizing, valve location or sprinkler heads. It shall dimension the location of all valves from permanently fixed objects and indicate the path of control wiring to all remote valves.

3.10 CLEAN UP

- A. Keep all areas of work clean, neat and orderly at all times. Keep paved areas clean during installation. Clean up and remove all barricades and debris from the entire work area prior to final acceptance of the Owner's Representative.

3.11 WARRANTY

- A. Contractor shall guarantee 100% coverage of the areas to be irrigated.
- B. Contractor shall guarantee trenches from future settlement and shall be responsible for repair of any grading and sod damage in repairing a trench for one year.
- C. All materials, equipment and installation shall be fully guaranteed for a period of one year from the date of final acceptance. Adjustments for proper operation shall be accomplished by the Contractor at no cost throughout the guarantee period. The need for adjustments will be at the discretion of the Owner.

END OF SECTION

**SECTION 02938
SODDING**

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Maintenance.

1.02 RELATED SECTIONS

- A. Section 02218. - Landscape Grading: Preparation of subsoil and placement of topsoil in preparation for the work of this Section.
- B. Section 02811 - Underground Sprinkler System.
- C. Section 02950 – Exterior Plants.

1.03 REFERENCES

- A. ASPA (American Sod Producers Association) - Guideline Specifications to Sodding.
- B. FS 0-F-241 - Fertilizers, Mixed, Commercial.

1.04 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble will, Bindweed, Bent Grass, Wild Garlic, Perrenial Sorrel, and Brome Grass.

1.05 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience.
- B. Installer: Company approved by the sod producer.
- C. Sod: Minimum age of 24 months, with root development that will support its own weight, without tearing, when suspended vertically by holding the upper two corners.

D. Submit sod certification for grass species and location of sod source.

1.06 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.07 TESTS

A. Provide analysis of topsoil fill.

1. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

1.08 MAINTENANCE DATA

A. Submit maintenance data for continuing Owner.

B. Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

1.10 COORDINATION

A. Coordinate the work of this Section with installation of underground sprinkler system piping and watering heads.

1.11 MAINTENANCE SERVICE

A. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition, or until date of substantial completion, whichever is longer with a minimum of two cuttings.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Sod: ASPA Field grown grade; cultivated grass sod; type indicated below; with strong fibrous root system, free of stones, burned or bare spots; containing no weeds.

1. Sod species noted on plans.

- B. Sod to be grown in material qualifying as topsoil. Mostly impervious clay will not be accepted as topsoil.
- C. Topsoil: Fertile. agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.
- D. Fertilizer: FS 0-F-241C, Type 1, Grade A; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil as indicated in analysis to the following proportions: nitrogen 16 percent, phosphoric acid 16 percent, soluble potash 8 percent.
- E. Water: Clean, fresh, and free of substances or matter that could inhibit vigorous growth of grass.

2.03 ACCESSORIES

- A. Sod Staple as per sod producer recommendation.

2.04 HARVESTING SOD

- A. Machine cut sod and load on pallets in accordance with ASPA guidelines.
- B. Cut sod in area not exceeding one sq yd, with minimum 3/4 inch and maximum one-inch topsoil base.

PART 3 – EXECUTION

3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded. Remove contaminated subsoil.
- C. Scarify subsoil to a depth of 4 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

3.03 PLACING TOPSOIL

- A. Spread topsoil to a minimum depth of 4 inches over area to be sodded.
- B. Place topsoil during dry weather and on dry unfrozen subgrade.
- C. Remove vegetable matter and foreign non-organic material while spreading.
- D. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage.
- E. Install edging at periphery of sodded areas in straight lines to consistent depth.

3.04 FERTILIZING

- A. Apply fertilizer per soil test recommendation.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 24 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.05 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod within 24 hours after harvesting to prevent deterioration.
- C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth. Finish grade of sodding to be smooth and free of bumps and depressions. Align with adjoining grass areas. Place top elevation of sod 1/2 inch below adjoining edging or paving curbs.
- E. Lay sod perpendicular to slopes and direction of water flow.
- F. Secure sod on slopes with sod staples as necessary.
- G. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding 300 lbs.

3.06 WARRENTY

- A. Sod to be in healthy condition and growing at the time of final acceptance. If sod is installed during the dormancy period, warranty to extend to one month into growing season.

3.07 MAINTENANCE

- A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming.
- D. Water to prevent grass and soil from drying out.
- E. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- F. Immediately replace sod to areas that show deterioration or bare spots.
- G. Protect sodded areas with warning signs during maintenance period.
- H. Roll or top-dress lawn area to eliminate any bumps or depressions.
- I. Control weeds with appropriate herbicide per manufacture's recommendations.

END OF SECTION

**SECTION 02950
EXTERIOR PLANTS**

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Trees, plants, and ground cover.
- B. Topsoil bedding.
- C. Temporary support.
- D. Maintenance service.

1.02 RELATED SECTIONS

- A. Section 02811 - Underground Sprinkler System.
- B. Section 02938 - Sodding

1.03 REFERENCES

- A. American Standard for Nursery Stock ANSI Z60.1 –American Association of Nurserymen – latest edition.
- B. FS O-F-241 - Fertilizers, Mixed, Commercial.

1.04 OPERATION AND MAINTENANCE DATA

- A. The Contractor shall submit instructions for continuing Owner maintenance.
- B. Data shall include cutting and trimming methods; types, application frequency, and recommended coverage of fertilizer; and seasonal care considerations.

1.05 QUALITY ASSURANCE

- A. Nursery: Company specializing in growing and cultivating the plants specified in this section with minimum three years' experience. Plants shall be in accordance with the American Standard for Nursery Stock. Plants shall be symmetrical; well branched, typical for variety and species; sound; healthy; vigorous; free from disease, insect pests and their eggs; with normal root systems. Plants shall not be pruned prior to delivery. In no case shall trees be topped before delivery. Plants not meeting the above criteria will be rejected and will be replace at no additional cost to the Owner.
- B. Installer: Company specializing in installation of plant material with a minimum of three years' documented experience.

1.07 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with regulatory requirements for fertilizer, pre-emergent and herbicide composition.
- B. The Contractor shall provide certificate of compliance from authority having jurisdiction indicating approval of fertilizer and herbicide mixture.
- C. Plant Materials: Certified by state department of agriculture free of disease or hazardous insects.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall be responsible for delivery, storage, protection, and handling of products used on site.
- B. Fertilizer shall be delivered in waterproof bags showing weight, chemical analysis, and name of manufacturer.
- C. Plant material shall be protected until planted. Plants not immediately planted shall be protected from freezing and drying out by heeling the root ball or container with mulch.
- D. The Contractor shall deliver plant life materials immediately prior to placement. Plants shall be kept moist according to nursery instructions.

1.09 ENVIRONMENTAL REQUIREMENTS

- A. Plant life shall not be installed when ambient temperatures drop below 40 degrees F (4.5degrees C) or above 90 degrees F (32 degrees C).
- B. Plants Do shall not be installed when wind velocity exceeds 30 mph (48 k/hr).

1.10 SEQUENCING AND SCHEDULING

- A. The Contractor shall coordinate the work of this section with installation, repair, or maintenance of underground irrigation system, utilities, piping, and watering heads.

1.11 WARRANTY

- A. The Contractor shall provide a warranty on work of this section for a minimum one year, including one continuous growing season. The warranty shall commence on date identified in the Certificate of Completion.
- B. The warranty shall include coverage of plants from death or unhealthy conditions.
- C. Replacements: Plants of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

1.12 ESTABLISHMENT SERVICE

- A. The Contractor shall establish and maintain landscape improvements during construction period and for 90 calendar days after issue of Notice of Completion and University approval of all landscape punch list items.
- B. Establishment and maintenance shall include:
 - 1. Water, weed, cultivate, fertilize, mow, edge, spray, and prune as necessary to promote a healthy growing condition, keep project neat and attractive, during construction and throughout the establishment period.
 - 2. Apply herbicides for weed control, as needed or directed by Owner's Representative, in accordance with manufacturer's instructions. Remedy damage resulting from the use of herbicides.
 - 3. Exterminate rodents and insects as required. Remedy damage from use of insecticides.
 - 4. Adjust irrigation system to sufficiently saturate root zone.
 - 5. Prune, including removal of dead or broken branches, and treat pruned areas or other wounds.
 - 6. Disease control.
 - 7. Repair or replace any damaged item caused by vehicles, vandals, bicycles, or foot traffic during the establishment period.
 - 8. Fertilize per manufacture's recommendation rates every 30 days, commencing on the 5th calendar day after installation has been completed and throughout the establishment period.
- C. Establishment period may be extended if all plant material is not in a healthy growing condition.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

- A. Plant Material: Species and size as identified in the plant list, nursery grown in climatic conditions similar to those in locality of the Work.

2.02 SOIL MATERIALS

- A. Imported Topsoil: Fertile, agricultural soil, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, impurities, plants, weeds and roots; clod and stones larger than 1-inch in greatest dimension. Topsoil shall have the same relative composition and structure, a friable sandy loam character. Minimum

Ph value of 5.4 and maximum 7.0. It shall not be infested with nematodes or other undesirable insects and plant disease organisms.

1. Gradation Limits. Sand, 50-80 percent, Clay 20 percent maximum, Silt 30 percent maximum. Sand, Clay and Silt gradation limits shall be as defined in ASTM D 422.
2. Permeability Rate. Not less than 0.5 inches per hour nor more than 2 inches per hour when tested in accordance with ASTM D 2434, Calif. Test 220, or approved methods.
3. Agricultural Suitability. The topsoil shall be suitable to sustain the growth of the plants specified.

2.03 SOIL AMENDMENT MATERIALS

- A. Fertilizer: FS O-F-241, Type 1, Grade A; with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil. 16-8-8 commercial analysis / 200 lbs. per 1000 sq. ft.
- B. Amendments: "Back to Earth" composted cottonseed hulls as manufactured by Back to Earth Resources, Inc. PO Box 291, 1380 FM 211, New Home, Texas 79393, ph: 806.924.7600
- C. Peat Moss: Shredded, loose, sphagnum moss; free of lumps, roots, inorganic material or acidic materials; minimum of 85 percent organic material measured by oven dry weight; 4 to 5 pH range; moisture content of 30 percent.
- D. Pine Park: Finely ground.
- E. Lime: Ground limestone, dolomite type, minimum 95 percent carbonates.
- F. Sulfur: pelleted or granular
- G. Water: Clean, fresh, and free of substances or matter that could inhibit vigorous growth of plants.
- H. Steel Edging: Painted commercial steel edging, 3/16 inch (4.8 mm) thick by 4 inches (100 mm) high, with loops pressed from or welded to face to receive stakes at 36 inches (900mm) o.c., and steel stakes 15 inches (380 mm) long for each loop.
Manufacturers:
 1. Border Concepts, Inc.
 2. Ryerson, J. T. & Son, Inc.

2.04 MULCH MATERIALS

- A. Mulching Material: Shredded cedar or cypress.

2.05 ACCESSORIES

- A. Stakes: Green steel fence tee-post, 6' height
- B. Guying material: green ¾" wide Flat, woven polypropylene; 900 lb. Break strength, equal to ArborTie. by DeepRoot Partners L.P. 81 Langton Street, Suite 4, San Francisco, CA 94103 1800-458-7668

2.05 SOURCE QUALITY CONTROL

- A. The Contractor shall provide inspection and testing for verifying acceptability of plants.

2.06 TESTS

- A. Provide analysis of topsoil fill.
 - 1. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. The Contractor shall verify that prepared subsoils are ready to receive work of this section.
- B. Verify topsoil is ready to receive the work of this Section. All areas to be planted with shrub or ground cover masses to have minimum 12 inch depth of topsoil.
- C. The Contractor shall verify that required underground utilities are available, in proper location, and ready for use.
- D. The Contractor shall verify that the irrigation system is completed and operational, prior to installation of plant material.

3.02 PREPARATION

- A. Remove all weeds and grasses from planting beds. Bermuda grass, if present, to be exterminated by approved means or all soil removed to 6 inch depth and replaced with topsoil free of bermuda grass.
- B. Stake tree locations, place shrubs, vines, and ground covers and outline bed edges for approval for review and final orientation by Owner's Representative prior to installation.

- C. Prepare topsoil for shrub and ground cover beds, after removing any vegetation with approved procedure, by tilling 2 inch layer (165 CF per 1000 sq. ft.) of compost into the upper 6 inches of soil.

3.02 INSTALLATION

- A. Excavate for plant materials. Tree pits shall be three times the diameter of the root ball. Tree pit to be no deeper than to accommodate the rootball at specified depth. Circle to be centered on tree and true in form. Slope cut edge to 4" depth. Shrub pits shall be 12 inches greater in diameter than root ball.
- B. Set trees with top of root ball with 2 inches above surrounding grade, and other plant materials 1 inch above surrounding grade, after settlement.
- C. Remove containers from container-grown stock. Set plants in center of pits and backfill with topsoil in 6 inch layers. Pull away ropes, wires, etc. from the top 1/3 of the ball.
- D. Final 6 inch layer of backfill around trees to consist of 1:1 mixture of compost and topsoil.
- E. Thoroughly water soil when the hole is half full, and again when full.
- F. Apply 1/2 pound fertilizer evenly over cultivated area around each tree and 1 pound per 100 square feet to shrub and ground cover plantings.
- G. Evenly spread a 3 inch layer of mulch over tree pits and 2" of mulch in planting beds.
- H. Prune trees and shrubs after planting to improve form and to remove dead and broken branches.
- I. Circular area around trees to be mulched and free of vegetation. For trees 2 inch and greater in caliper, area to be 8 feet in diameter. For trees less than 2 inch caliper, area to be 6 feet in diameter. Circle to be centered on tree and true in form.
- J. After planting trees, form a 4' diameter ridge of topsoil around edge of excavation to retain water.

3.06 PLANT SUPPORT

- A. The Contractor shall brace plants vertically with guying material and stakes as detailed and to the following:

<u>Tree Caliper</u>	<u>Tree Support Method</u>
<1 1/2 inch	1 stake with one tie
1 ½-3 inch	2 stakes with two ties
>3 inches	3 stakes with three ties

3.07 STEEL EDGING

- A. All planting bed areas to be separated for lawn area with steel edging and locations shown on plan.
- B. Install edging vertical with top 1" above grade
- C. Secure edging with metal stakes provided by manufacturer.
- D. Curve to be smooth and unbroken, straight lines to be free off bends and irregularities as shown on plans.

3.08 FIELD QUALITY CONTROL

- A. Plants shall be rejected if a ball of earth surrounding roots has been disturbed or damaged prior to or during planting.
- B. Pruning shall be limited to the minimum necessary to remove injured twigs and branches or to compensate for loss of roots during transplanting, but not exceeding one-third of the branch structure.

3.09 ESTABLISHMENT

- A. The Contractor shall water to prevent soil from drying out and promote growth. Seeded areas shall be hand watered until turf is established. The Contractor shall adjust irrigation system to sufficiently to saturate root zone.
- B. Control Growth of Weeds. Herbicides shall be applied in accordance with manufacturer's instructions. The Contractor shall remedy damage resulting from improper use of herbicides. The Contractor shall hand weed bi-weekly for duration of establishment period.
- C. The Contractor shall neatly trim shrubs, mow, and edge turf where necessary (minimum 1 time per week). Clippings shall be immediately removed after trimming. All green waste resulting from maintenance operations shall be hauled off University property and recycled in an appropriate manner.
- D. The Contractor shall immediately re-seed areas which show bare spots.

- E. Pesticides shall be applied in accordance with manufacturer's instructions. The Contractor shall remedy damage resulting from improper use of pesticides.
- F. The Contractor shall exterminate rodents, slugs, snails, and cutworms as required and shall remedy damage.
- G. The Contractor shall adjust irrigation system for optimum performance, preventing overspray onto walks, roadways, walls and structures as much as possible.
- H. Depressions caused by vehicles, bicycles, or foot traffic shall be filled and damage repaired.
- I. All paved areas shall be cleaned weekly and a neat and clean site maintained at all times.
- J. Plant material indicating weakness and probability of dying shall be replaced with new and healthy stock.
- K. The Contractor shall protect landscaped areas with warning tape and signs throughout the construction period and establishment period.

END OF SECTION

**RECIPROCAL DRIVEWAYS AND PYLON SIGN
EASEMENT AGREEMENT**

THIS RECIPROCAL DRIVEWAY AND PYLON SIGN EASEMENT AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____ 2017, by and between SR2 DEV LLC, an Oklahoma limited liability company (“SR2”), and Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”). Collectively, SR2, and Authority shall be referred to herein as the “Parties”.

I. RECITALS

1.1 SR2 is the owner of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR2 Tract”), and depicted on the Site Plan (as defined in Section 1.3 below).

1.2 Authority is the owner of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Authority Tract”) and (the “SE 12th St. Tract”) as depicted on the Site Plan.

1.3 SR2 and Authority Tract shall be referred to collectively as the “Development Area”, which Development Area is depicted on Exhibit B attached to this Agreement (the “Site Plan”). The Site Plan encompasses and depicts additional information regarding specific proposed improvements to be constructed within the Development Area pursuant to this Agreement. To the extent that portions of the Development Area are dedicated as public rights-of-way associated with the subdivision process ongoing concurrent with the execution of this Agreement, any portions of the Development Area thereby dedicated as public rights-of-way shall thereafter no longer be subject to this Agreement without need for amendment of this Agreement.

1.4 The Parties wish to grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to facilitate the future development of the land within the Development Area and to specifically provide vehicular and pedestrian ingress and egress in, upon, over and across certain portions of the Parties’ Tracts as more particularly described herein.

1.5 SR2 desires to grant to Authority, as owner of the Authority Tract and the SE 12th St. Tract, rights to certain sign panels to be installed on the pylon sign to be constructed on the SR2 Tract as more particularly described herein.

1.6 In consideration of the matters set forth above, the Parties have agreed to impose on the Development Area certain covenants, easements, restrictions and obligations set forth hereinafter.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Parties hereby agrees as follows:

II. DEFINITIONS

2.1 “Agreed Rate” means the lesser of (i) the maximum rate allowed by law and (ii) four percent (4%) above the prime interest rate then published in the Wall Street Journal, adjusted the first day of each calendar year quarter.

2.2 “Center Drive” means the ~~Driveway~~Driveways (defined below) more particularly described in Section 3.1(c) and (d), including the improvements constructed thereon as described in Section 3.2(b).

2.3 “Driveways” means the driveways shown cross-hatched on the Site Plan and described in Section 3.1. A specific reference to one of the Driveways is referred to as a “Driveway.”

2.4 “Legal Requirements” means all laws, codes, ordinances and governmental regulations, as applicable at any time.

2.5 “Owner” means an owner ~~of who holds record title to~~ any portion of the property within the Development Area, including, at this time, the Parties, who holds record title to any portion of the Development Area. Any person or entity hereafter obtaining title to ~~an Owner’s property subject to this Agreement shall also~~ a portion of the Development Area shall automatically be deemed an Owner. Those having such interest merely as security for the performance of an obligation are not included as Owners.

2.6 “Pylon Sign” means the pylon sign, including foundation, footings, base, and vertical internal structure and affixed display panels thereto, for use for advertising the existence of businesses within the Development Area, to be constructed in the location shown on the Site Plan, and to be used only by the tenants and occupants of the Development Area in accordance with this Agreement.

~~2.6.7~~ “Tract/Tracts” shall mean and refer to each parcel/the tracts of land which is/are a part of the Development Area herein as shown on the Site Plan. One of the Tracts is referred to as a “Tract”.

III. GRANT OF EASEMENTS: MAINTENANCE AND REPAIRS; AND OTHER MATTERS

3.1 Declaration of Common Use Driveways. The following areas of the Development Area are hereby declared and granted by the Owners thereof to be permanent, nonexclusive easements (an “Easement”) appurtenant to the Tracts as specified below for vehicular ingress and egress throughout the Development Area ~~in common among the Parties, for the benefit of the Owners as specified below, and their~~ respective successors, assigns, invitees, permittees, licensees (collectively, “Beneficiaries”), as follows to wit:

(a) The corridor section located on the SE 12th ~~Street~~St. Tract ~~shall be an easement grant from~~is an Easement granted by the Authority to SR2 for the benefit of the SR 2 Tract and the Beneficiaries of such Tract for vehicular ingress and egress ~~from over~~ the Authority Tract and the SR2 Tract ~~corridor~~ to/from the SE 12th Street public right-of-way, which corridor section is identified as “DE1” on the Site Plan. The Authority expects to sell the Authority Tract in the future. Accordingly, the Authority hereby grants, declares and establishes an Easement, appurtenant to the Authority Tract and for the future

Owners and Beneficiaries of such Tract, for vehicular traffic over the DE1 corridor in the SE 12th St. Tract to and from the SE 12 Street public right-of-way.

(b) The corridor section located on the SR2 Tract ~~shall be an easement grant from~~ is an Easement granted by SR2 to the Authority, and is appurtenant to the Authority Tract and for the benefit of the Beneficiaries of such Tract, for vehicular ingress and egress over the corridor between the Authority Tract and the SE 12th ~~Street~~ St. Tract, which corridor section is identified as “DE2” on the Site Plan.

(c) The corridor section located adjacent to the east boundary of the SR2 Tract ~~shall be an easement grant from~~ is an Easement granted by SR2 to the Authority ~~to the benefit of,~~ appurtenant to the Authority Tract and SE 12th Street St. Tract, and for the benefit of the Beneficiaries of such Tracts, along such ~~boundary~~ corridor towards the to SE 15th Street public right-of-way, completing connection thereon between public rights-of-way of SE 12th Street and SE 15th Street, which corridor section is identified as “DE3” on the Site Plan. Such corridor shall allow for only vehicular traffic proceeding south bound, and the east boundary thereof shall be considered the center line of what ~~shall hereinafter be~~ is herein designated as “Center Drive”.

(d) The corridor section located adjacent to the west boundary of the Authority Tract ~~shall be an easement grant from~~ is an Easement granted by the Authority to SR2, appurtenant to the SR2 Tract and for the benefit of the Beneficiaries of such Tract, to provide connectivity of ~~both the SR2 and SE 12th Street Tracts~~ Tract along such ~~boundary to~~ corridor toward the SE 15th Street completing connection thereon between public rights-of-way of SE 12th Street and SE 15th Street, which corridor section is identified as “DE4” on the Site Plan. Such corridor shall allow for only vehicular traffic proceeding north bound, and the west boundary thereof shall be considered the center line of what ~~shall hereinafter be~~ is herein designated as “Center Drive”. In view of the likelihood of its sale of the SE 12th St. Tract, the Authority hereby grants, declares and establishes an Easement appurtenant to the SE 12th St. Tract, and for the benefit of the future Owners and Beneficiaries of the SE 12th St. Tract, for vehicular traffic in a north bound direction over the DE4 corridor.

Formatted: Superscript
Formatted: Superscript

(e) The legal descriptions of driveway Driveway, corridor sections DE1, DE2, DE3, and DE4 are set forth in Exhibit D attached hereto.

3.2 Driveway Easement Area Covenants and Restrictions. The following covenants and restrictions shall apply to the Driveways.

(a) Driveway Construction and Continued Maintenance and Use. The Owner of a Tract burdened by a Driveway installation which benefits other Owners shall be responsible for all the costs associated with the respective initial construction of such Driveway, and thereafter, shall be responsible for the operation, maintenance ~~and,~~ repair and replacement of the respective Driveway. Such Owner shall keep ~~all such~~ Driveways Driveway unobstructed (except as reasonably required for temporary closures needed to undertake any maintenance, repair and replacement). All paved surfaces installed or replaced in the Driveways shall be constructed pursuant to the specifications and requirements set forth in Exhibit E attached hereto (the “Construction Specifications”). All Driveways shall be maintained by the applicable Owner of the Tract on which the respective Driveway is located in a manner consistent with first-class shopping centers in the Midwest City, Oklahoma market. Notwithstanding the foregoing assigned construction responsibilities, in the event that the Owner of the Authority Tract has not initiated construction of ~~paving the~~ Driveway installation within DE4 on or before the 1st day of December, ~~2017~~ 2017, such Owner shall not be in default hereunder, and any Owner within the SR2 Tract may initiate

and complete the construction and installation thereof to match any development requirements applicable for the simultaneous completion of similar installations of improvements within DE3, and such performing Owner may collect all costs incurred thereby from the Owner of the Authority Tract as otherwise provided in this ~~agreement~~ Agreement. The plans and specifications for the Driveway constructed on the Authority Tract by such other Owner shall be approved in writing by the Owner of the Authority Tract and the Owner of Lot 2 in advance of such work.

(b) Center Island (for Center Drive) Construction and Continued Maintenance and Use. Subject to the provisions herein for “Self-Help”, and all ~~governmental regulations and requirements~~ Legal Requirements applicable thereto, the Owner of Lot 2 (as defined in Section 3.3 below) of the SR2 Tract shall be responsible for the construction of, and future periodic continued maintenance, repair and replacement, of the center island on Center Drive, which contains the Pylon Sign (the “Center Island”). All of the costs of filling, grading, curbing, landscaping, maintaining, repairing, replacing and irrigating landscaping of the Center Island shall be borne equally by the Owners of the Authority Tract, and the Owner of Lot 2 of the SR2 Tract. Initial construction of the improvements and landscaping installations, and irrigation of landscaping on Center Island shall adhere to the construction ~~specifications~~ specifications set forth in the attached Exhibit “F²,” together with plans and specifications approved in writing by the Owner of the Authority Tract. All improvements and landscaping within the Center Island shall be maintained in substantially debris free, and good condition (weather and seasonal factors considered). The Center Island shall be used only for landscaping, landscaping irrigation, and construction, operation, and the maintenance, repair and replacement, of the Pylon Sign by the Signage Rights Holders (defined below). No forms of advertising of any kind shall be permitted to be displayed on the Center Island, except for as set forth in the panels of the Pylon Sign by Sign Rights Holders. The Owner which first constructs the ~~driveway~~ Driveway in the easement areas comprising Center Drive shall construct the entire Center Island curbing.

3.3 Maintenance of Pylon Sign; Pylon Sign Rights. The Owner of “Lot 2” of the SR2 Tract (as shown on the Site Plan) (“Lot 2”) shall construct, operate, and maintain, repair and replace the Pylon Sign at its sole cost and expense except as otherwise provided for herein, which Pylon Sign shall be constructed and located in accordance and adherence to the diagrams, elevations, materials and specifications set forth in Exhibit C attached hereto. The Pylon Sign shall be completed on schedule for completion as may be determined by the Lot 2 Owner prior to the construction of the initial building on the Authority Tract.

(a) Once the Pylon Sign is completed (i) ~~The~~ the Authority Tract Owner shall have the right to install and maintain, repair and replace its ~~standard~~ pylon sign panel in the top position on both sides of the Pylon Sign as shown on Exhibit C; (ii) the Owner of the SE 12th St. Tract shall have the right to install and maintain its ~~standard~~ pylon sign panel on the Pylon Sign with panels in the bottom position on both sides of the Pylon Sign as shown on Exhibit C; and (iii) the Owner of the SR2 Tract shall have the right to determine the party, or parties allowed to install and maintain pylon sign panels in the remaining positions in its sole discretion on both sides of the Pylon Sign as shown on Exhibit C. Each such Owner possessing such right to place a panel on the Pylon Sign, is hereby designated a “Signage-Rights Holder”. The Owner of Lot 2 shall not, without the prior written approval of all Signage-Rights Holders, change the location or design of the Pylon Sign.

(b) All Signage-Rights Holders identified in Section 3.3(a) shall reimburse the Lot 2 Owner for its respective Pro-Rata Share of costs associated with construction, operation and maintenance.

repair and replacement of the Pylon Sign as set forth in this Section. For purposes of this Section 3.3(b), the term “Pro-Rata Share” shall mean the following:

(1) The Authority Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be twenty-three and fourth tenths percent (23.4%);

(2) The SE 12th St. Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be eleven and seven tenths percent (11.7%); and

(3) The SR 2 Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be sixty-four and nine tenths percent (64.9%).

(c) Upon completing construction of the Center Island, the Lot 2 Owner shall furnish the Authority Tract and SE 12th St. Tract Owners with a written statement executed by a partner or officer of the Lot 2 Owner setting forth in reasonable detail the actual costs paid or incurred by the Lot 2 Owner during construction of the Center Island and showing the calculation of such Signage Rights Holder’s Pro-Rata Share thereof. Thereafter, the Authority and SE 12th St. Tract Owners shall pay to the Lot 2 Owner their respective Pro-Rata Shares of the Center Island construction costs within thirty (30) days of receipt of the written statement, together with such additional information and verification as may be reasonably required by such Owners.

(d) Within ninety (90) days after the end of each calendar year, the Lot 2 Owner shall furnish the Authority Tract and SE 12th St. Tract Owners with a written statement executed by a partner or officer of the Lot 2 Owner setting forth in reasonable detail the actual costs paid ~~or incurred~~ by the Lot 2 Owner during the preceding calendar year and showing the calculation of such Signage Rights Holder’s Pro-Rata Share thereof. ~~Such statement to each Signage Rights Holder shall be accompanied by any refund of any overpayments [Why would there be an over payment?] of such Signage Rights Holder's share of such costs as may be reflected in said statement. Upon request, the Lot 2 Owner shall provide such additional information and verification as may be reasonably requested by the other Owners.~~ Any deficiency in the total monthly payments for the year in relation to a Signage Rights Holder's share of actual costs associated with construction, operation and maintenance shall be paid by such Signage Rights Holder to the Lot 2 Owner within thirty (30) days after such Signage Rights Holder's receipt of the annual statement and other requested information. The Lot 2 Owner shall establish and maintain, in accordance with sound accounting practices applied on a consistent basis, adequate books and records of the receipts and disbursements arising in connection with providing such construction, operation and maintenance services for the Pylon Sign. The Lot 2 Owner shall maintain its books and records relating to the construction, operation and maintenance, maintenance and repairs, services for the Pylon Sign for any particular calendar year for a period of two (2) years from and after such calendar year. The Signage Rights Holders and their respective authorized agents and representatives shall have the right to inspect or audit such books and records at the Lot 2 Owner’s office at any reasonable time during normal business hours and to make copies thereof. In the event there is an overpayment discrepancy in the costs associated with construction, operation and maintenance services for the Pylon Sign set forth in the Lot 2 Owner’s annual statement delivered pursuant to the terms hereof, the Lot 2 Owner shall promptly reimburse the Signage Rights Holders for the amount of the overpayment.

3.4 Reciprocal Boundary Maintenance Easement. Each Owner shall have the right mutually and reciprocally with all other Owners of adjoining Tract(s) to maintain, clean, mow, and otherwise service improvements and landscaping, within five feet of either side of the common boundary of such

Owner's Tract and the adjoining Tract. The aforementioned right of entry for service work shall not be considered to allow the using party to remove permanent landscaping or ornamental features that have been thereon installed.

3.5 ~~Defaulting Owner; Self-Help; Insurance.~~ If the Owner of any portion of the Development Area shall fail to meet its primary initial construction and continued maintenance, repair and replacement obligations as set forth in this Agreement, or to otherwise fail to maintain, repair and replace, a Driveway or Pylon Sign (as applicable) ~~on its Tract as required hereunder~~ in good condition and in compliance with all ~~applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities~~ Legal Requirements (a "Defaulting Owner"), any other Owner shall have the right, but not the obligation, to enter the Defaulting Owner's Tract following a minimum of thirty (30) days' prior written notice having been given to the Defaulting Owner, and perform such maintenance, repair and replacement and the reasonable, out-of-pocket cost of which shall be reimbursed by the Defaulting Owner (a "Self-Help Owner").

(a) With regard to such matters involving "Self-Help", all such unpaid amounts shall be properly invoiced by mail to the Defaulting Owner by the Self-Help Owner, and in the event such invoicing is still due and owing after thirty (30) days after a Self-Help Owner has provided invoicing to a Defaulting Owner, such amounts due and owing shall accrue interest thereon after the due date, at the Agreed Rate. The invoiced costs, and costs of collection (if any) of incurred costs and accrued interest on incurred costs, shall be charged as a continuing lien against the Defaulting Owner's Tract, and may be collected by the Self-Help Owner in all manner as is allowed by law. The lien provided in this Agreement shall be subordinated to the lien of any bona fide security interest or ~~device~~ instruments (including but not limited to any mortgage, deed of trust or any sale and leaseback arrangement) ~~obtained previously granted~~ by the Defaulting Owner ~~for the purposes of the acquisition or improvement of~~ as to its portion of the Development Area (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable to the other Owner(s) ~~I do not know what is intended,~~ prior to a sale or transfer of such land pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve any portion of the Development Area from the lien for any amounts thereafter becoming due

(b) Any Self-Help Owner who exercises rights granted herein to such Owner to enter upon the land of a Defaulting Owner shall: (i) comply with all ~~laws and regulations~~ Legal Requirements promulgated by all governmental entities governing the completion of any work to be performed by such Owner; (ii) maintain at its sole expense, during the period all incursive activities, insurance coverage in which the burdened land Owner is carried as an additional insured, which during the term of coverage consists of commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence; (iii) complete all construction activities using industry recognized proper techniques and materials to be considered workmen-like; and (iv) shall assign any construction warranties to the burdened ~~land~~ Tract Owner.

(c) The provisions of this Section 3.5 are in addition to all other rights and remedies permitted under this Agreement.

3.6 Liability Limitation. No Owner shall be liable to the other Owner or its tenants for any inconvenience, annoyance, disturbance, or loss of business to the other or its tenants arising out of and during the performance of any construction, maintenance, replacement or repair work permitted

hereunder (unless occasioned by the negligence of any Owner). All Owners shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance, or loss of business to the minimum reasonably required by the work in question, and shall conduct any work in easement areas permitted hereunder during non-business hours of the businesses within the Development Area whenever possible.

3.7 Eminent Domain. In the event the whole or any part of any Tract shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the easement areas herein defined as nearly as possible to the condition existing prior to the Taking ~~to the extent necessary to avoid interference with the remaining Development Area~~ without contribution from any other Owner, and repair.

3.8 Construction Activities. Each Owner (each, a “Constructing Owner”) shall pay all reasonable costs and expenses incurred by any other Owner due to damage to such other Owner’s Tract arising from or related to such Constructing Owner’s construction, installation, maintenance, repair, and replacements (collectively, “Construction Activity”) within the any area located on such other Owner’s Tract as established under this Agreement. Each Constructing Owner shall minimize the obstruction or the free flow of vehicular traffic upon and across such easements and the other Owner’s Tract during any period of Construction Activity. During such period of Construction Activity, Constructing Owner shall cause the Driveways and the Tracts of any other Owner to be maintained reasonably free of materials and supplies arising out of or resulting from such Constructing Owner’s Construction Activity and otherwise in a reasonably neat and orderly condition due to such Constructing Owner’s Construction Activity. Any vehicle or equipment used in such construction or any materials used in such construction shall be parked or stored only in an area approved by the Owner of the Tract upon which the Construction Activity are being conducted. Subject to limitations imposed by the laws of the State of Oklahoma, Each Constructing Owner agrees to defend, indemnify and hold harmless each other Owner and its tenants and occupants from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys’ fees and costs) arising from or relating to such Constructing Owner’s Construction Activity. All Construction Activity shall be performed in a lien-free manner, in accordance with all Legal Requirements. No Constructing Owner shall permit or suffer any mechanic’s or materialmen’s liens claims to be filed or otherwise asserted against any other Owner’s Tract in connection with such Constructing Owner’s Construction Activity, and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof, or in the event such Constructing Owner in good faith desires to contest the validity or amount of any such lien, such Constructing Owner shall have the right to contest the validity or amount of any such lien, provided that (i) such Constructing Owner deposits with the Owner of the Tract affected by such lien cash, a letter of credit, an endorsement to such affected Tract Owner’s (and its lender’s) policy(ies) of title insurance insuring against loss or damages sustained by reason of such mechanic’s lien in form and substance reasonably acceptable to such affected Tract Owner (and its lender), or other security reasonably acceptable to such affected Tract Owner in an amount equal to one hundred fifty percent (150%) of the amount of said lien to insure payment and prevent any sale or forfeiture of any part of the affected Tract by reason of nonpayment; (ii) neither the affected Tract nor any part thereof or interest therein would be in any substantial danger of being sold, forfeited, or lost, (iii) such affected Tract Owner would not be in any substantial danger of any civil or criminal liability for failure to comply therewith; and (iv) such Constructing Owner promptly notifies such affected Tract Owner, in writing, of such contest. Any such contest shall be prosecuted with due diligence and such Constructing Owner shall promptly after the final determination thereof pay the amount of any such lien, together with all interest, penalties and other costs payable in connection therewith. Any such letter of credit deposited hereunder shall be issued by a national bank reasonably acceptable to such affected Tract Owner. Each Constructing Owner and its respective contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with such Constructing Owner’s Construction Activity, and for the removal of waste and debris resulting therefrom. In the event any Constructing Owner’s construction operations detrimentally affect the condition of any portion of any other Owner’s Tract, such Constructing Owner shall promptly restore the other Owner’s Tract, or part thereof, to its condition existing prior to commencement of such Constructing Owner’s Construction Activity, including without limitation, any filling and compacting of all excavations, repaving of paved areas and replacement of landscaping. No such Construction Activity shall result in a labor dispute or encourage labor disharmony.

IV. GENERAL PROVISIONS

4.1 No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of any Tract ~~other than the easements, covenants and restrictions, except as~~ specifically ~~set forth herein~~ permitted hereunder. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

4.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party to whom notice is given; (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified; or (c) one (1) business day after being deposited with a nationally recognized overnight courier. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses are:

If to SR2:

SR2 DEV LLC
c/o Sooner Investment Realty, Inc.
2301 West I-44 Service Road, Suite 100
Oklahoma City, Oklahoma 73112
Attention: Bob Stearns, President

If to Authority:

With copies to:

Midwest City Memorial Hospital Authority
100 North Midwest Blvd,
Midwest City, Oklahoma, 73110

4.3 Breach. In the event of a breach or threatened breach of this Agreement, ~~only the Owners shall be by an Owner, or any occupant on such Owner's Tract, the other Owners affected or damaged as a result of such breach shall have all rights and remedies available at law or equity, including being~~ entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach (or to otherwise avail themselves of the other remedies contained in this Agreement). The unsuccessful party or parties in any action shall pay to the prevailing party or parties a reasonable sum for attorneys' fees, costs and expenses which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Agreement will entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement. A breach of any of the

terms, conditions, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by all Owners in the same manner as required by this document.

4.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but this Agreement establishes easements, rights, covenants, and obligations which constitute covenants running with the land and the title to the Tracts; whether such Tracts are owned by a subsequent Owner or Owners, and whether such Tracts are owned by the same Owner or different Owners. ~~If the Tracts are ever owned by the same person(s), the easements contained in this Agreement shall not merge into the fee simple title of the Owner(s).~~

4.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

4.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Agreement, upon an Owner's sale of all of its ~~property~~Tract comprising a part of the Development Area, such Owner shall be released from all un-accrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. Subject to the other provisions hereto, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

4.8 Usage. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.9 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Development Area by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

4.10 Estoppel Certificates. Any Owner or ground lessee of any portion of a Tract (or any mortgagee holding a first lien security interest in any portion of a Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. An Owner

shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.

4.11 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in ~~two~~^{three} or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.12 Duration, Modification and Cancellation. The covenants, conditions, and restrictions of this Agreement shall run with and bind the Development Area for a period of forty-one (41) years, after which time they shall extend for successive periods of ten (10) years each unless terminated by the Owners. This Agreement (including exhibits) may be modified or terminated or cancelled only by written ~~Agreement~~^{instrument} signed by all the Owners: and recorded in the real estate records for the county in which the Development Area is located

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

“SR2”

SR2 DEV LLC, an Oklahoma limited liability company

By: _____
Name: Bob Stearns
Title: Manager
Date: _____

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bob Stearns, as Manager of SR2 DEV LLC, on behalf of said company.

My Commission Expires: _____
My Commission No: _____
Notary Public, State of _____
[NOTARIAL SEAL]

REA-SR2 20170505

“AUTHORITY”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

By _____
Matthew D. Dukes II Chairman

ATTEST:

Sara Hancock, Secretary

STATE OF OKLAHOMA

§
§
§

COUNTY OF OKLAHOMA

by Jay Dee Collins, as

This instrument was acknowledged before me on this the ___ day of _____, 2019, on behalf of said trust.
Chairman of Midwest City Memorial Hospital Authority, a public trust

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

JOINDER OF ADDITIONAL PARTIES

The undersigned Lienholder, **BancFirst**, joins herein for the sole purpose of subordinating the liens it holds on any portion of the Development Area described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

BancFirst

By: _____
Name: Patrick Lippmann
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that Patrick Lippmann, the _____ of **BancFirst**, a bank chartered by the State of Oklahoma, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2016.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

EXHIBIT A

LEGAL DESCRIPTION OF SR2 TRACT
LEGAL DESCRIPTION OF AUTHORITY TRACT.
LEGAL DESCRIPTION OF SE 12TH STREET TRACT.

EXHIBIT B

SITE PLAN OF DEVELOPMENT AREA-inclusive of driveways described in Exhibit D, Center Island shown in Exhibit F, Pylon Sign foot print from Exhibit C.
With "Proposed Platted Lots" overlay. NO BUILDINGS OR PARKING LOTS shown.

EXHIBIT C

PYLON SIGN (site plan of traffic island- with diagram of easement areas; drawing of sign structure elevation front and side; construction specifications for foundations, footings, base and vertical structure and panels)

EXHIBIT C-1

LEGAL DESCRIPTIONS OF PYLON SIGN EASEMENT AREAS (2)

EXHIBIT D

LEGAL DESCRIPTIONS OF DE1, DE2, DE3, DE4

EXHIBIT E

Standard Specifications for Construction of Driveways

EXHIBIT F

Specifications for Center Island Improvements (other than Pylon Sign),
Landscaping and Irrigation for Landscaping

Exhibit

Document comparison by Workshare 9 on Tuesday, August 01, 2017 7:40:12 AM

Input:	
Document 1 ID	PowerDocs://DOCS/562665/1
Description	DOCS-#562665-v1- Reciprocal_Driveways_and_Pylon_Sign_Easement_-_Midwest_City_and_SR_2
Document 2 ID	PowerDocs://DOCS/562665/3
Description	DOCS-#562665-v3- Reciprocal_Driveways_and_Pylon_Sign_Easement_-_Midwest_City_and_SR_2
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	<u>Moved from</u>
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	112
Deletions	59
Moved from	1
Moved to	1
Style change	0
Format changed	0

Total changes	173
---------------	-----

**RECIPROCAL DRIVEWAYS AND PYLON SIGN
EASEMENT AGREEMENT**

THIS RECIPROCAL DRIVEWAY AND PYLON SIGN EASEMENT AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____ 2017, by and between SR2 DEV LLC, an Oklahoma limited liability company (“SR2”), and Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”). Collectively, SR2, and Authority shall be referred to herein as the “Parties”.

I. RECITALS

1.1 SR2 is the owner of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR2 Tract”), and depicted on the Site Plan (as defined in Section 1.3 below).

1.2 Authority is the owner of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Authority Tract”) and (the “SE 12th St. Tract”), as depicted on the Site Plan.

1.3 SR2 and Authority Tract shall be referred to collectively as the “Development Area”, which Development Area is depicted on Exhibit B attached to this Agreement (the “Site Plan”). The Site Plan encompasses and depicts additional information regarding specific proposed improvements to be constructed within the Development Area pursuant to this Agreement. To the extent that portions of the Development Area are dedicated as public rights-of-way associated with the subdivision process ongoing concurrent with the execution of this Agreement, any portions of the Development Area thereby dedicated as public rights-of-way shall thereafter no longer be subject to this Agreement without need for amendment of this Agreement.

1.4 The Parties wish to grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to facilitate the future development of the land within the Development Area and to specifically provide vehicular and pedestrian ingress and egress in, upon, over and across certain portions of the Parties’ Tracts as more particularly described herein.

1.5 SR2 desires to grant to Authority, as owner of the Authority Tract and the SE 12th St. Tract, rights to certain sign panels to be installed on the pylon sign to be constructed on the SR2 Tract as more particularly described herein.

1.6 In consideration of the matters set forth above, the Parties have agreed to impose on the Development Area certain covenants, easements, restrictions and obligations set forth hereinafter.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Parties hereby agrees as follows:

II. DEFINITIONS

2.1 “Agreed Rate” means the lesser of (i) the maximum rate allowed by law and (ii) four percent (4%) above the prime interest rate then published in the Wall Street Journal, adjusted the first day of each calendar year quarter.

2.2 “Center Drive” means the Driveways (defined below) more particularly described in Section 3.1(c) and (d), including the improvements constructed thereon as described in Section 3.2(b).

2.3 “Driveways” means the driveways shown cross-hatched on the Site Plan and described in Section 3.1. A specific reference to one of the Driveways is referred to as a “Driveway.”

2.4 “Legal Requirements” means all laws, codes, ordinances and governmental regulations, as applicable at any time.

2.5 “Owner” means an owner who holds record title to any portion of the property within the Development Area, including, at this time, the Parties. Any person or entity hereafter obtaining title to a portion of the Development Area shall automatically be deemed an Owner. Those having such interest merely as security for the performance of an obligation are not included as Owners.

2.6 “Pylon Sign” means the pylon sign, including foundation, footings, base, and vertical internal structure and affixed display panels thereto, for use for advertising the existence of businesses within the Development Area, to be constructed in the location shown on the Site Plan, and to be used only by the tenants and occupants of the Development Area in accordance with this Agreement.

2.7 “Tracts” shall mean and refer to the tracts of land which are a part of the Development Area herein as shown on the Site Plan. One of the Tracts is referred to as a “Tract”.

III. GRANT OF EASEMENTS; MAINTENANCE AND REPAIRS; AND OTHER MATTERS

3.1 Declaration of Common Use Driveways. The following areas of the Development Area are hereby declared and granted by the Owners thereof to be permanent, nonexclusive easements (an “Easement”) appurtenant to the Tracts as specified below for vehicular ingress and egress throughout the Development Area for the benefit of the Owners as specified below, and their respective successors, assigns, invitees, permittees, licensees (collectively, “Beneficiaries”), as follows to wit:

(a) The corridor section located on the SE 12th St. Tract is an Easement granted by the Authority to SR2 for the benefit of the SR 2 Tract and the Beneficiaries of such Tract for vehicular ingress and egress over the corridor to/from the SE 12th Street public right-of-way, which corridor section is identified as “DE1” on the Site Plan. The Authority expects to sell the Authority Tract in the future. Accordingly, the Authority hereby grants, declares and establishes an Easement, appurtenant to the Authority Tract and for the future Owners and Beneficiaries of such Tract, for vehicular traffic over the DE1 corridor in the SE 12th St. Tract to and from the SE 12 Street public right-of-way.

(b) The corridor section located on the SR2 Tract is an Easement granted by SR2 to the Authority, and is appurtenant to the Authority Tract and for the benefit of the Beneficiaries of such

Tract, for vehicular ingress and egress over the corridor between the Authority Tract and the SE 12th St. Tract, which corridor section is identified as “DE2” on the Site Plan.

(c) The corridor section located adjacent to the east boundary of the SR2 Tract is an Easement granted by SR2 to the Authority, appurtenant to the Authority Tract and SE 12th St. Tract, and for the benefit of the Beneficiaries of such Tracts, along such corridor, completing connection thereon between public rights-of-way of SE 12th Street and SE 15th Street, which corridor section is identified as “DE3” on the Site Plan. Such corridor shall allow for only vehicular traffic proceeding south bound, and the east boundary thereof shall be considered the center line of what is herein designated as “Center Drive”.

(d) The corridor section located adjacent to the west boundary of the Authority Tract is an Easement granted by the Authority to SR2, appurtenant to the SR2 Tract and for the benefit of the Beneficiaries of such Tract, to provide connectivity of the SR2 Tract along such corridor, completing connection thereon between public rights-of-way of SE 12th Street and SE 15th Street, which corridor section is identified as “DE4” on the Site Plan. Such corridor shall allow for only vehicular traffic proceeding north bound, and the west boundary thereof shall be considered the center line of what is herein designated as “Center Drive”. In view of the likelihood of its sale of the SE 12th St. Tract, the Authority hereby grants, declares and establishes an Easement appurtenant to the SE 12th St. Tract, and for the benefit of the future Owners and Beneficiaries of the SE 12th St. Tract, for vehicular traffic in a north bound direction over the DE4 corridor.

(e) The legal descriptions of Driveway, corridor sections DE1, DE2, DE3, and DE4 are set forth in Exhibit D attached hereto.

3.2 Driveway Easement Area Covenants and Restrictions. The following covenants and restrictions shall apply to the Driveways.

(a) Driveway Construction and Continued Maintenance and Use. The Owner of a Tract burdened by a Driveway installation which benefits other Owners shall be responsible for all the costs associated with the respective initial construction of such Driveway, and thereafter, shall be responsible for the operation, maintenance, repair and replacement of the respective Driveway. Such Owner shall keep such Driveway unobstructed (except as reasonably required for temporary closures needed to undertake any maintenance, repair and replacement). All paved surfaces installed or replaced in the Driveways shall be constructed pursuant to the specifications and requirements set forth in Exhibit E attached hereto (the "Construction Specifications"). All Driveways shall be maintained by the applicable Owner of the Tract on which the respective Driveway is located in a manner consistent with first-class shopping centers in the Midwest City, Oklahoma market. Notwithstanding the foregoing assigned construction responsibilities, in the event that the Owner of the Authority Tract has not initiated construction of the Driveway installation within DE4 on or before the 1st day of December, 2017, such Owner shall not be in default hereunder, and any Owner within the SR2 Tract may initiate and complete the construction and installation thereof to match any development requirements applicable for the simultaneous completion of similar installations of improvements within DE3, and such performing Owner may collect all costs incurred thereby from the Owner of the Authority Tract as otherwise provided in this Agreement. The plans and specifications for the Driveway constructed on the Authority Tract by such other Owner shall be approved in writing by the Owner of the Authority Tract and the Owner of Lot 2 in advance of such work.

(b) Center Island (for Center Drive) Construction and Continued Maintenance and Use. Subject to the provisions herein for "Self-Help", and all Legal Requirements applicable thereto, the Owner of Lot 2 (as defined in Section 3.3 below) of the SR2 Tract shall be responsible for the construction of, and future periodic continued maintenance, repair and replacement of the center island on Center Drive, which contains the Pylon Sign (the "Center Island"). All of the costs of filling, grading, curbing, landscaping, maintaining, repairing, replacing and irrigating landscaping of the Center Island shall be borne equally by the Owners of the Authority Tract, and the Owner of Lot 2 of the SR2 Tract. Initial construction of the improvements and landscaping installations, and irrigation of landscaping on Center Island shall adhere to the construction specifications set forth in the attached Exhibit "F," together with plans and specifications approved in writing by the Owner of the Authority Tract. All improvements and landscaping within the Center Island shall be maintained in substantially debris free, and good condition (weather and seasonal factors considered). The Center Island shall be used only for landscaping, landscaping irrigation, and construction, operation, and the maintenance, repair and replacement of the Pylon Sign by the Signage Rights Holders (defined below). No forms of advertising of any kind shall be permitted to be displayed on the Center Island, except for as set forth in the panels of the Pylon Sign by Sign Rights Holders. The Owner which first constructs the Driveway in the easement areas comprising Center Drive shall construct the entire Center Island curbing.

3.3 Maintenance of Pylon Sign; Pylon Sign Rights. The Owner of "Lot 2" of the SR2 Tract (as shown on the Site Plan) ("Lot 2") shall construct, operate, and maintain, repair and replace the Pylon Sign at its sole cost and expense except as otherwise provided for herein, which Pylon Sign shall be constructed and located in accordance and adherence to the diagrams, elevations, materials and specifications set forth in Exhibit C attached hereto. The Pylon Sign shall be completed on schedule for completion as may be determined by the Lot 2 Owner prior to the construction of the initial building on the Authority Tract.

(a) Once the Pylon Sign is completed (i) the Authority Tract Owner shall have the right to install and maintain, repair and replace its pylon sign panel in the top position on both sides of the Pylon Sign as shown on Exhibit C; (ii) the Owner of the SE 12th St. Tract shall have the right to install and maintain its pylon sign panel on the Pylon Sign with panels in the bottom position on both sides of the Pylon Sign as shown on Exhibit C; and (iii) the Owner of the SR2 Tract shall have the right to determine the party, or parties allowed to install and maintain pylon sign panels in the remaining positions in its sole discretion on both sides of the Pylon Sign as shown on Exhibit C. Each such Owner possessing such right to place a panel on the Pylon Sign, is hereby designated a “Signage-Rights Holder”. The Owner of Lot 2 shall not, without the prior written approval of all Signage-Rights Holders, change the location or design of the Pylon Sign.

(b) All Signage-Rights Holders identified in Section 3.3(a) shall reimburse the Lot 2 Owner for its respective Pro-Rata Share of costs associated with construction, operation and maintenance, repair and replacement of the Pylon Sign as set forth in this Section. For purposes of this Section 3.3(b), the term “Pro-Rata Share” shall mean the following:

(1) The Authority Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be twenty-three and fourth tenths percent (23.4%);

(2) The SE 12th St. Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be eleven and seven tenths percent (11.7%); and

(3) The SR 2 Tract’s Owner’s Pro-Rata Share of all costs associated with the Pylon Sign shall be sixty-four and nine tenths percent (64.9%).

(c) Upon completing construction of the Center Island, the Lot 2 Owner shall furnish the Authority Tract and SE 12th St. Tract Owners with a written statement executed by a partner or officer of the Lot 2 Owner setting forth in reasonable detail the actual costs paid or incurred by the Lot 2 Owner during construction of the Center Island and showing the calculation of such Signage Rights Holder’s Pro-Rata Share thereof. Thereafter, the Authority and SE 12th St. Tract Owners shall pay to the Lot 2 Owner their respective Pro-Rata Shares of the Center Island construction costs within thirty (30) days of receipt of the written statement, together with such additional information and verification as may be reasonably required by such Owners.

(d) Within ninety (90) days after the end of each calendar year, the Lot 2 Owner shall furnish the Authority Tract and SE 12th St. Tract Owners with a written statement executed by a partner or officer of the Lot 2 Owner setting forth in reasonable detail the actual costs paid by the Lot 2 Owner during the preceding calendar year and showing the calculation of such Signage Rights Holder’s Pro-Rata Share thereof. Upon request, the Lot 2 Owner shall provide such additional information and verification as may be reasonably requested by the other Owners. Any deficiency in the total monthly payments for the year in relation to a Signage Rights Holder's share of actual costs associated with construction, operation and maintenance shall be paid by such Signage Rights Holder to the Lot 2 Owner within thirty (30) days after such Signage Rights Holder's receipt of the annual statement and other requested information. The Lot 2 Owner shall establish and maintain, in accordance with sound accounting practices applied on a consistent basis, adequate books and records of the receipts and disbursements arising in connection with providing such construction, operation and maintenance services for the Pylon Sign. The Lot 2 Owner shall maintain its books and records relating to the construction, operation and maintenance, maintenance and repairs, services for the Pylon Sign for any particular calendar year for a

period of two (2) years from and after such calendar year. The Signage Rights Holders and their respective authorized agents and representatives shall have the right to inspect or audit such books and records at the Lot 2 Owner's office at any reasonable time during normal business hours and to make copies thereof. In the event there is an overpayment discrepancy in the costs associated with construction, operation and maintenance services for the Pylon Sign set forth in the Lot 2 Owner's annual statement delivered pursuant to the terms hereof, the Lot 2 Owner shall promptly reimburse the Signage Rights Holders for the amount of the overpayment.

3.4 Reciprocal Boundary Maintenance Easement. Each Owner shall have the right mutually and reciprocally with all other Owners of adjoining Tract(s) to maintain, clean, mow, and otherwise service improvements and landscaping, within five feet of either side of the common boundary of such Owner's Tract and the adjoining Tract. The aforementioned right of entry for service work shall not be considered to allow the using party to remove permanent landscaping or ornamental features that have been thereon installed.

3.5 Defaulting Owner; Self-Help; Insurance. If the Owner of any portion of the Development Area shall fail to meet its primary initial construction and continued maintenance, repair and replacement obligations as set forth in this Agreement, or to otherwise fail to maintain, repair and replace a Driveway or Pylon Sign (as applicable) as required hereunder in good condition and in compliance with all Legal Requirements (a "Defaulting Owner"), any other Owner shall have the right, but not the obligation, to enter the Defaulting Owner's Tract following a minimum of thirty (30) days' prior written notice having been given to the Defaulting Owner, and perform such maintenance, repair and replacement and the reasonable, out-of-pocket cost of which shall be reimbursed by the Defaulting Owner (a "Self-Help Owner").

(a) With regard to such matters involving "Self-Help", all such unpaid amounts shall be properly invoiced by mail to the Defaulting Owner by the Self-Help Owner, and in the event such invoicing is still due and owing after thirty (30) days after a Self-Help Owner has provided invoicing to a Defaulting Owner, such amounts due and owing shall accrue interest thereon after the due date, at the Agreed Rate. The invoiced costs, and costs of collection (if any) of incurred costs and accrued interest on incurred costs, shall be charged as a continuing lien against the Defaulting Owner's Tract, and may be collected by the Self-Help Owner in all manner as is allowed by law. The lien provided in this Agreement shall be subordinated to the lien of any bona fide security interest or instruments (including but not limited to any mortgage, deed of trust or any sale and leaseback arrangement) previously granted by the Defaulting Owner as to its portion of the Development Area (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable to the other Owner(s) prior to a sale or transfer of such land pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve any portion of the Development Area from the lien for any amounts thereafter becoming due

(b) Any Self-Help Owner who exercises rights granted herein to such Owner to enter upon the land of a Defaulting Owner shall: (i) comply with all Legal Requirements promulgated by all governmental entities governing the completion of any work to be performed by such Owner; (ii) maintain at its sole expense, during the period all incursive activities, insurance coverage in which the burdened land Owner is carried as an additional insured, which during the term of coverage consists of commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence; (iii) complete all construction

activities using industry recognized proper techniques and materials to be considered workmen-like; and (iv) shall assign any construction warranties to the burdened Tract Owner.

(c) The provisions of this Section 3.5 are in addition to all other rights and remedies permitted under this Agreement.

3.6 Liability Limitation. No Owner shall be liable to the other Owner or its tenants for any inconvenience, annoyance, disturbance, or loss of business to the other or its tenants arising out of and during the performance of any construction, maintenance, replacement or repair work permitted hereunder (unless occasioned by the negligence of any Owner). All Owners shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance, or loss of business to the minimum reasonably required by the work in question, and shall conduct any work in easement areas permitted hereunder during non-business hours of the businesses within the Development Area whenever possible.

3.7 Eminent Domain. In the event the whole or any part of any Tract shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the easement areas herein defined as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner, and repair.

3.8 Construction Activities. Each Owner (each, a “Constructing Owner”) shall pay all reasonable costs and expenses incurred by any other Owner due to damage to such other Owner’s Tract arising from or related to such Constructing Owner’s construction, installation, maintenance, repair, and replacements (collectively, “Construction Activity”) within the any area located on such other Owner’s Tract as established under this Agreement. Each Constructing Owner shall minimize the obstruction or the free flow of vehicular traffic upon and across such easements and the other Owner’s Tract during any period of Construction Activity. During such period of Construction Activity, Constructing Owner shall cause the Driveways and the Tracts of any other Owner to be maintained reasonably free of materials and supplies arising out of or resulting from such Constructing Owner’s Construction Activity and otherwise in a reasonably neat and orderly condition due to such Constructing Owner’s Construction Activity. Any vehicle or equipment used in such construction or any materials used in such construction shall be parked or stored only in an area approved by the Owner of the Tract upon which the Construction Activity are being conducted. Subject to limitations imposed by the laws of the State of Oklahoma, each Constructing Owner agrees to defend, indemnify and hold harmless each other Owner and its tenants and occupants from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys’ fees and costs) arising from or relating to such Constructing Owner’s Construction Activity. All Construction Activity shall be performed in a lien-free manner, in accordance with all Legal Requirements. No Constructing Owner shall permit or suffer any mechanic’s or materialmen’s liens claims to be filed or otherwise asserted against any other Owner’s Tract in connection with such Constructing Owner’s Construction Activity, and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof, or in the event such Constructing Owner in good faith desires to contest the validity or amount of any such lien, such Constructing Owner shall have the right to contest the validity or amount of any such lien, provided that (i) such Constructing Owner deposits with the Owner of the Tract affected by such lien cash, a letter of credit, an endorsement to such affected Tract Owner’s (and its lender’s) policy(ies) of title insurance insuring against loss or damages sustained by reason of such mechanic’s lien in form and substance reasonably acceptable to such affected Tract Owner (and its lender), or other security reasonably acceptable to such affected Tract Owner in an amount equal to one hundred fifty percent (150%) of the amount of said lien to insure payment and prevent any sale or forfeiture of any part of the affected Tract by reason of nonpayment; (ii) neither the affected Tract nor any part thereof or interest therein would be in any substantial danger of being sold, forfeited, or lost, (iii) such affected Tract Owner would not be in any substantial danger of any civil or criminal liability for failure to comply therewith; and (iv) such Constructing Owner promptly notifies such affected Tract Owner, in writing, of such contest. Any such contest shall be prosecuted with due diligence and such Constructing Owner shall promptly after the final determination thereof pay the amount of any such lien, together with all interest, penalties and other costs payable in connection therewith. Any such letter of credit deposited hereunder shall be issued by a national bank reasonably acceptable to such affected Tract Owner. Each Constructing Owner and its respective contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with such Constructing Owner’s Construction Activity, and for the removal of waste and debris resulting therefrom. In the event any Constructing Owner’s construction operations detrimentally affect the condition of any portion of any other Owner’s Tract, such Constructing Owner shall promptly restore the other Owner’s Tract, or part thereof, to its condition existing prior to commencement of such Constructing Owner’s Construction Activity, including without limitation, any filling and compacting of all excavations, repaving of paved areas and replacement of landscaping. No such Construction Activity shall result in a labor dispute or encourage labor disharmony.

IV. GENERAL PROVISIONS

4.1 No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of any Tract, except as specifically permitted hereunder. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

4.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party to whom notice is given; (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified; or (c) one (1) business day after being deposited with a nationally recognized overnight courier. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses are:

If to SR2:

SR2 DEV LLC
c/o Sooner Investment Realty, Inc.
2301 West I-44 Service Road, Suite 100
Oklahoma City, Oklahoma 73112
Attention: Bob Stearns, President

If to Authority:

With copies to:

Midwest City Memorial Hospital Authority
100 North Midwest Blvd,
Midwest City, Oklahoma, 73110

4.3 Breach. In the event of a breach or threatened breach of this Agreement by an Owner, or any occupant on such Owner's Tract, the other Owners affected or damaged as a result of such breach shall have all rights and remedies available at law or equity, including being entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach (or to otherwise avail themselves of the other remedies contained in this Agreement). The unsuccessful party or parties in any action shall pay to the prevailing party or parties a reasonable sum for attorneys' fees, costs and expenses which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Agreement will entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by all Owners in the same manner as required by this document.

4.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but this Agreement establishes easements, rights, covenants, and obligations which constitute covenants running with the land and the title to the Tracts; whether such Tracts are owned by a subsequent Owner or Owners, and whether such Tracts are owned by the same Owner or different Owners.

4.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

4.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Agreement, upon an Owner's sale of all of its Tract comprising a part of the Development Area, such Owner shall be released from all un-accrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. Subject to the other provisions hereto, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

4.8 Usage. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.9 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Development Area by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

4.10 Estoppel Certificates. Any Owner or ground lessee of any portion of a Tract (or any mortgagee holding a first lien security interest in any portion of a Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. An Owner shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.

4.11 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in three or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.12 Duration, Modification and Cancellation. The covenants, conditions, and restrictions of this Agreement shall run with and bind the Development Area for a period of forty-one (41) years, after which time they shall extend for successive periods of ten (10) years each unless terminated by the Owners. This Agreement (including exhibits) may be modified or terminated or cancelled only by written instrument signed by all the Owners and recorded in the real estate records for the county in which the Development Area is located

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

“SR2”

SR2 DEV LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SR2 DEV LLC, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“AUTHORITY”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

By _____
Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, Secretary

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Jay Dee Collins, as Chairman of Midwest City Memorial Hospital Authority, a public trust on behalf of said trust.

My Commission Expires: _____

My Commission No: _____ Notary Public, State of _____

[NOTARIAL SEAL]

JOINDER OF ADDITIONAL PARTIES

The undersigned Lienholder, **BancFirst**, joins herein for the sole purpose of subordinating the liens it holds on any portion of the Development Area described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

BancFirst

By: _____
Name: Patrick Lippmann
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that Patrick Lippmann, the _____ of **BancFirst**, a bank chartered by the State of Oklahoma, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2016.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

EXHIBIT A

LEGAL DESCRIPTION OF SR2 TRACT

LEGAL DESCRIPTION OF AUTHORITY TRACT.

LEGAL DESCRIPTION OF SE 12TH STREET TRACT.

EXHIBIT B

**SITE PLAN OF DEVELOPMENT AREA-inclusive of driveways described in Exhibit D, Center Island shown in Exhibit F, Pylon Sign foot print from Exhibit C.
With “Proposed Platted Lots” overlay. NO BUILDINGS OR PARKING LOTS shown.**

EXHIBIT C

PYLON SIGN (site plan of traffic island- with diagram of easement areas; drawing of sign structure elevation front and side; construction specifications for foundations, footings, base and vertical structure and panels)

EXHIBIT C-1

LEGAL DESCRIPTIONS OF PYLON SIGN EASEMENT AREAS (2)

EXHIBIT D

LEGAL DESCRIPTIONS OF DE1, DE2, DE3, DE4

EXHIBIT E

Standard Specifications for Construction of Driveways

EXHIBIT F

**Specifications for Center Island Improvements (other than Pylon Sign),
Landscaping and Irrigation for Landscaping**

EXHIBIT A
SR 2 DEV, LLC LEGAL DESCRIPTION

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 593.83 feet to a point of intersection with the extended east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk, said point being the POINT OF BEGINNING;

THENCE North 01°20'38" West, along said extended line and the actual east line of said Lot 5, a distance of 369.08 feet;

THENCE North 88°39'22" East a distance of 85.59 feet;

THENCE North 01°20'38" West a distance of 289.80 feet;

THENCE North 89°24'49" East a distance of 89.06 feet;

THENCE North 01°20'38" West a distance of 331.70 feet;

THENCE North 89°24'49" East a distance of 139.18 feet;

THENCE North 33°10'23" East a distance of 93.82 feet;

THENCE North 89°24'49" East a distance of 130.63 feet;

THENCE North 01°20'38" West a distance of 250.29 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94;

THENCE North 89°24'49" East , along said centerline and parallel with the south line of said Southwest Quarter, a distance of 200.00 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet;

THENCE South 00°35'11" East, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 154.19 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 376.23 feet;

THENCE North 88°39'22" East a distance of 8.21 feet;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 98.51 feet;

THENCE South 88°39'22" West a distance of 229.16 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 471.85 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 323.48 feet to the POINT OF BEGINNING.

Said tract of land containing 581,975 square feet or 13.3603 acres, more or less.

RM 20170803

**LEGAL DESCRIPTION
OF AUTHORITY TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the east line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the south line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 553.73 feet to the POINT OF BEGINNING.

Said tract of land containing 724,111 square feet or 16.6233 acres more or less.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

GWS 1-18-17

**LEGAL DESCRIPTION
OF S.E. 12TH STREET TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 01°20'38" West, along the west line of said Southwest Quarter, a distance of 1,320.00 feet to the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 518.62 feet (518.50 feet record) to the POINT OF BEGINNING;

THENCE continuing North 89°24'49" East, along said centerline of Southeast 12th Street and parallel with the south line of said Southwest Quarter, a distance of 572.85 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 250.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 130.63 feet;

THENCE South 33°04'19" West a distance of 94.06 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 389.05 feet to the southeast corner of a tract of land described in WARRANTY DEED recorded in Book 10163, Page 1030, said point being 518.62 feet North 89°24'49" East of the west line of said Southwest Quarter;

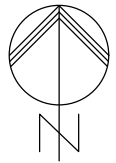
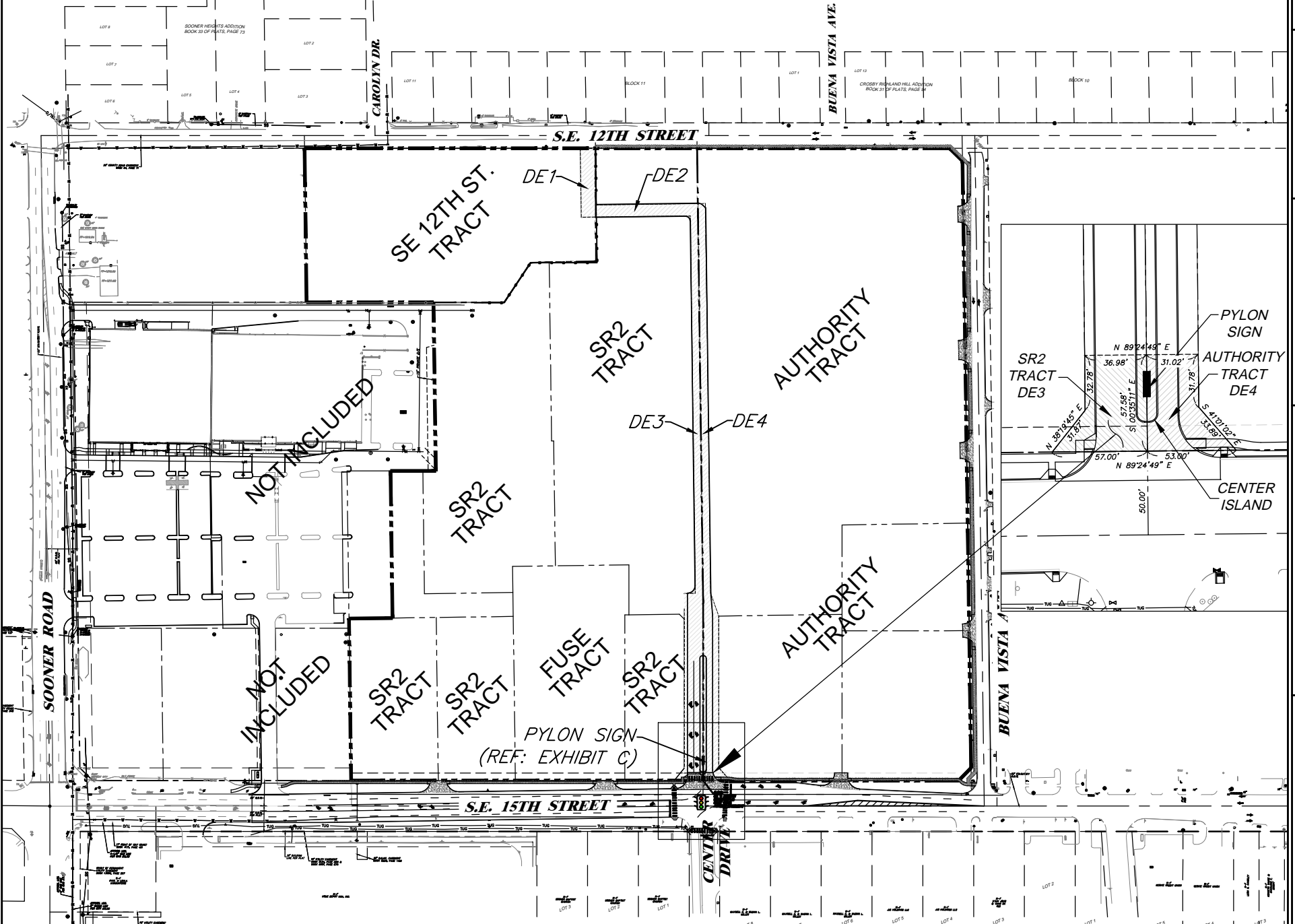
THENCE North 01°20'38" West, along the east line of said tract of land and said line extended, said line parallel with the west line of said Southwest Quarter, a distance of 328.30 feet to the POINT OF BEGINNING.

Said tract of land containing 175,740 square feet or 4.0344 acres more or less.

The foregoing description being all lands described in the WARRANTY DEED recorded in Book 8230, Page 900, and the remainder lands of WARRANTY DEED recorded in Book 7654, Page 1018, and WARRANTY DEED recorded in Book 7734, Page 1846.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma

GWS 6-20-17



NOT TO SCALE

SITE PLAN
EXHIBIT B

RECIPROCAL DRIVEWAYS
AND PYLON SIGN
EASEMENT AGREEMENT
SOONER ROSE PHASE 2
MIDWEST CITY, OK



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



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Philip W. Anderson, Authority Counsel

Date: August 8, 2017

Subject: Discussion and consideration of approving the revised Storm Water Drainage and Utility Easement Agreement between Sooner Rose – A LLC., Sooner Rose LLC, SR-HL LLC, SR2 Dev. LLC., Platinum Hospitality LLC., and Midwest City Memorial Authority, as more fully discussed in the attached Agreement.

On July 25, 2017, the Authority approved the above mentioned Agreement. Since then, additional changes to Section 3 and 3.1 have been made to the Agreement, along with the addition of Section 3.6 Construction Activity and obligations of each owner.

Staff recommends approval.



Philip W. Anderson, Authority Counsel

Attachments

STORM WATER DRAINAGE and UTILITY EASEMENT AGREEMENT

THIS STORM WATER DRAINAGE and UTILITY EASEMENT AGREEMENT (this "Agreement") is entered into as of this 25 day of July 2017, (the "Effective Date") by and between Sooner Rose-A LLC., an Oklahoma limited liability company, ("SR-A"), Sooner Rose LLC, an Oklahoma limited liability company ("Rose") and SR-HL LLC, an Oklahoma limited liability company, ("SR-HL"), SR2 DEV LLC, an Oklahoma limited liability company ("SR2"), Platinum Hospitality LLC, an Oklahoma limited liability company, ("Fuse"), and Midwest City Memorial Hospital Authority, an Oklahoma public trust (the "Authority"). Collectively, SR-A, Rose, SR-HL, SR2, Fuse and Authority shall be referred to herein as the "Parties".

I. RECITALS

1.1 SR-A is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the "SR-A Tract").

1.2 Rose is the owner of two tracts of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the "Rose Tracts").

1.3 SR2 is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the "SR2 Tract").

1.4 Fuse is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the "Fuse Tract")

1.5 Authority is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the "Authority Tract").

1.6 SR-HL is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the "SR-HL Tract").

1.7 SR-A, Rose, SR-HL, SR2, Fuse and Authority Tracts are represented on the site plan of the development area, attached hereto as Exhibit B to this Agreement (the "Site Plan").

1.8 The SR-A Tract is subject to that certain Lease Agreement between Academy Ltd., a Texas limited partnership, and Sooner Rose LLC, dated March 22, 2016 (the "Academy Lease").

1.9 The SR-HL Tract is subject to that certain Lease Agreement between Sooner Rose, LLC and Hobby Lobby Stores, Inc., dated March 4, 2016, (the "HL Lease").

1.10 The SR-HL Tract, and the SR-A Tract are fully developed with paving, buildings, utility lines and storm water drainage infrastructure, except for a portion of the SR-A Tract depicted as "Future Parking", all as shown on the Site Plan.

1.11 The Rose Tracts are vacant land parcels, which tracts have utility lines and storm water drainage infrastructure installed, as shown on the Site Plan.

1.12 The Rose, SR-HL and SR-A Tracts are part of a platted development under documentation of the Final Plat of Sooner Rose Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma, filed of record in the land records of Oklahoma County, Oklahoma at Book PL75, Pages12-13 (the "SR1 Plat").

1.13 Sooner Investment Group, Inc. ("SIG"), the Authority, and the City have entered into a certain Development Finance Assistance Agreement, dated April 21, 2017, for the purpose of developing the SR2 Tract with mixed retail and restaurant uses, and outparcels uses, which will require installation of utility lines; and storm water drainage infrastructure proposed as shown on the Site Plan. SR2 is the successor-in-interest to Sooner Investment Group, Inc.'s rights and interests in the Development Finance Assistance Agreement. SIG has concurrently herewith assigned all rights and obligations of SIG pursuant to such agreement to SR2.

1.14 SR2 and Fuse have concurrently herewith entered into a commercial site development agreement which will require installation of utility lines, and storm water drainage infrastructure proposed as shown on the Site Plan.

1.15 The Parties wish to grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to provide ingress and egress in, upon, over and across certain portions of the Parties' Tracts as more particularly described herein for the purposes of providing efficient drainage of storm water over, under, across and throughout the Parties' Tracts.

1.16 In consideration of the matters set forth above, the Parties have agreed to impose on the Parties' Tracts certain restrictions and obligations set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Parties hereby agrees as follows:

II. DEFINITIONS

2.1 "Agreed Rate" means the lesser of (i) the maximum rate allowed by law and (ii) four percent (4%) above the prime interest rate then published in the Wall Street Journal.

2.2 "Legal Requirements" means all laws, codes, ordinances and governmental regulations, as applicable at any time.

2.3 "Owner" means an owner of any portion of the Parties' Tracts, which owner holds record title to any portion of the Parties' Tracts. Any person or entity obtaining title to a tract subject to this Agreement shall also be deemed an Owner. Those having such interest merely as security for the performance of an obligation are not included as Owners.

III. GRANT OF EASEMENTS

3.1 Utility Line Easements. The Parties hereby dedicate, grant and convey, for the use and benefit of each Owner and each such Owner's Tract, an easement in, to, over, under and across the Parties' respective Tracts for the installation, operation, maintenance, repair, replacements, removal and relocation of underground storm drainage lines, sanitary sewer pipes, water lines ("Utility Lines") to serve the facilities located on the Parties' Tracts, in the locations as more particularly shown on the Site Plan and as more particularly described in this Section 3.1.

(a) Water Lines and Sanitary Sewer Lines. In the locations depicted on Exhibit B-1, and legally described in attached Exhibit C, and as specifically referenced hereinafter in such depiction, SR2 shall be responsible to install underground the following in easement areas to be dedicated to the public, at the sole cost and expense of SR2: (1) extend existing potable water supply from the SR-A Tract, through the SR2 Tract through depicted easement areas "WL1", "WL2" and "WL3", to provide the Authority Tract and SR2 Tract with direct tap on access thereto; and (2) sanitary sewer lines from Authority Tract, through the SR2 Tract as to depicted easement area "SS1" to provide the Authority Tract and the SR2 Tract with sanitary sewer drainage through the SR2 Tract into drainage structures already completed and publicly dedicated pursuant to SR1 Plat; and, from the Authority Tract, through the SR2 Tract and Fuse Tract of the Rose Tract through depicted easement area "SS2" and "SS3", to provide Authority Tract, SR2 Tract, and Fuse Tract, with sanitary sewer drainage from the Authority Tract through SR2 and Fuse Tract to connect to existing sanitary sewer drainage lines publicly dedicated by the SR1 Plat. In the SS3 location on the Fuse Tract, Fuse grants to SR2 and the Authority a permanent easement to construct and maintain sanitary sewage drain line. Reciprocally SR2 grants Fuse a permanent easement to construct and maintain sanitary sewer drain line depicted as SS2 lying west of the Fuse Tract. In the location on the Authority Tract as depicted on Exhibit B-1 as "UE1" and legally described in Exhibit C, Authority grants to SR2 the right to construct and install wiring and conduit for Utility Lines and/or conduit only, and for installing electrical services, cable television and data, telephone lines to provide such services to the SR2 Tract. Notwithstanding the foregoing, Authority shall have the assignable right of a construction easement to install paving structures only over such easement areas pertaining to said Utility Lines, and to construct said Utility Lines in the event that SR2 fails to complete such installations on or before one hundred eighty (180) days after the Effective Date. In addition, Authority grants to SR2 Tract a construction easement only for the purposes of extending stub outs for future use of Authority; as to the depicted on Exhibit B-1, (i) "UE2" and "UE3" for the water line; (ii) "UE2" and "UE4" for sanitary sewer line, and (iii) "UE2" and "UE4" for general wired utility services. In the event that Authority is ready to pave over any sections of UE1, UE2, UE3, or UE4 area, and if SR2 has not already installed the conduit necessary for use by SR2 development, Authority may only proceed with such paving installations after providing SR2 written notice ten (10) business days prior to the start thereof, and afford such period therein for SR2 to complete the laying of all needed conduit and service piping. Notwithstanding the identity of the performer of such Utility Work hereinbefore described, upon completion thereof, SR-A, SR2 and Authority, and Fuse as owners of Tracts respectively burdened by such afore described easements, as applicable to specific sections of such Utility Lines, shall execute all necessary documentation for the acceptance by the City of Midwest City, Oklahoma, of the dedication of each of the easement areas and line installations therein to the public. If such Utility Work is completed by party other than SR2, SR2 shall promptly reimburse the completing parties to the full extent of such costs each completing party.

(b) Private Storm Water Drainage Lines.

(1) SR-A grants to SR2 an easement in perpetuity, and exclusively, for the purposes of installing, maintaining and repairing as needed a storm water drainage line connecting through the SR-A Tract to the

underground detention facility located on the SR2 Tract which line crosses through the SR-A Tract in the location depicted as "SD-1" on Exhibit B , and which is legally described in Exhibit C Additionally, SR-A grants to SR2 an easement in perpetuity for the purpose of installing, maintaining and repairing as needed an underground storm water drainage line connecting the underground water detention facility on the SR2 Tract across the SR-A Tract in the location depicted as "SD-2" on Exhibit B, and which is legally described, respectively, in Exhibit C, which will provide storm water flow continuation through SR2 Tract to the junction box connecting to the private storm water drainage system already existing in the location as depicted on the SR1 Plat, the use of which shall be governed by the terms of Section 3.2 herein.

(2) SR-A, SR2 and Fuse hereby grant to Authority, and successors in interest, an easement in perpetuity, and exclusively, for the purposes of maintaining and repairing as needed a storm water drainage line connecting an underground detention facility on Authority Tract across underground through SR2 Tract, Fuse Tract and SR-A Tract to connect to the junction box on the SR2 Tract which connects to the private storm water drainage system already existing in the location as depicted on the SR1 Plat, the use of which shall be governed by the terms of Section 3.2 herein, and which line shall be installed in the location depicted (and respectively burdening Tracts) as "SD2" (SR-A) , "SD-3" (SR2), "SD4"(SR2) and "SD5"(Fuse) on Exhibit B-2 attached hereto, and which is legally described in Exhibit C attached hereto. Authority shall be responsible for all the costs and expense of operation and maintenance of this foregoing described storm drainage line, however. SR2 shall construct all such storm drainage line on behalf of Authority pursuant to a separate agreement.

(3) Fuse grants to SR2 a non- exclusive easement crossing the Fuse Tract to construct, and maintain a storm drain line providing storm water drain conduit from SR2 Tract east of Fuse Tract through Fuse Tract to detention area "UG2", located as depicted "SD6" on Exhibit B-2. SR2 and Fuse shall jointly in common be entitled to use such line for storm drainage off the Fuse Tract. SR2 shall construct such line in accordance with the terms of a separate agreement.

(4) SR2 grants to Fuse a permanent easement to construct and maintain a storm water drainage line connecting to "SD6" to UG2, located as depicted "SD7" on Exhibit B-2, provided however, SR2 shall construct such line in accordance with the terms of a separate agreement.

(5) For the future benefit of future Owners within the SR2 Tract, SR2 shall also construct additional storm drain lines located north and east of SD1, south of SD3, south of SD7, and east of SD6, as part of the construction of all hereinbefore legally described storm drain lines that are required among the Parties to this Agreement, the locations of which through exact legal descriptions shall be formalized as part of the finalization of the plat of the SR2, Fuse and Authority Tracts, once all infrastructure improvements relevant to providing the ability to construct and use buildings suitable for occupancy are completed, and which shall be governed by the provisions of Section 3.2 herein.

3.2 Storm Water Detention System. Each of the Owners of a drain field of lower elevation than another Owner grants and conveys other Owners of drain fields of higher elevation an easement for the construction, operation, maintenance and repair of the underground storm water system underground detention facilities which are located on the Tracts as more particularly shown on the Site Plan, and the SR1 Plat to keep all storm water drainage directed through the underground detention facilities designed for such tracts. Such maintenance shall include, without limitation, repairing and replacing paving; keeping storm water detention and drainage channels thereon and therein clear of debris and other obstructions to normal storm water flow, subject to allocation of responsibilities as herein set forth. Each Owner of a tract

containing a detention facility shall be responsible for all the costs of maintaining and repairing and cleaning such facility on such Owner's Tract, except as may lawfully assigned by separate agreements by multiple tract Owners having a common detention facility. Any storm water drain line lying within the Tract of an Owner not benefitted by such line shall be maintained solely at the responsibility and cost of the Owner whose Tract is thereby benefitted.

3.3 Defaulting Owner; Self-Help. If the Owner of any Tract subject to this Agreement shall fail to meet its maintenance obligations (a "Defaulting Owner"), or to otherwise fail to maintain the storm water detention system on its Tract in good condition and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities, any other Owner shall have the right, but not the obligation, to enter the Defaulting Owner's Tract following thirty (30) days' prior written notice to the Defaulting Owner and perform such maintenance, the reasonable, out-of-pocket cost of which shall be reimbursed by the Defaulting Owner. Any such unpaid amounts, together with interest thereon at the Agreed Rate and the costs of collection (if any), shall be charged as a continuing lien against the Defaulting Owner's Tract. The lien provided in this Agreement shall be subordinated to the lien of any bona fide security interest or device (including but not limited to any mortgage, deed of trust or any sale and leaseback arrangement) obtained by the Defaulting Owner for the purposes of the acquisition or improvement of its portion of the Shopping Center (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable to the other Owner(s) prior to a sale or transfer of such land pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve any portion of the Shopping Center from the lien for any amounts thereafter becoming due. Any Owner of any Tract affected by this Agreement who exercises self-help rights granted herein to such Owner to enter upon the land of another Owner affected by this Agreement shall: (i) comply with all laws and regulations promulgated by all governmental entities governing the completion of any work to be performed by such Owner; (ii) maintain at its sole expense, during the period all incursive activities, insurance coverage in which the burdened land Owner is carried as an additional insured, which during the term of coverage consists of commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence; (iii) complete all Utility Work using proper techniques and materials to be considered workmen-like and free of mechanics and materialmens liens; and (iv) assign any construction warranties to the burdened land Owner.

3.4 Liability Limitation. No Owner shall be liable to the other Owner or its tenants for any inconvenience, annoyance, disturbance, or loss of business to the other or its tenants arising out of and during the performance of any construction or repair work permitted hereunder (unless occasioned by the negligence of any Owner). All Owners shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance, or loss of business to the minimum reasonably required by the work in question, and shall conduct any work permitted hereunder during non-business hours whenever possible.

3.5 Eminent Domain. In the event the whole or any part of any Tract shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce

the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the Common Areas of the Tract as nearly as possible to the condition existing prior to the Taking to the extent necessary to avoid interference with the remaining Common Areas of the Shopping Center without contribution from any other Owner, and repair or raze any affected buildings, and any portion of any condemnation award necessary therefor shall be held in trust and applied for such purpose.

IV. GENERAL PROVISIONS

4.1 No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of any Tract other than the easements, covenants and restrictions specifically set forth herein. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

4.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party to whom notice is given; (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified; or (c) one (1) business day after being deposited with a nationally recognized overnight courier. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses are:

<p><u>If to Sooner-A:</u> Sooner Rose-A LLC. c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p>	
<p><u>If to Authority:</u> Midwest City Memorial Hospital Authority 100 North Midwest Blvd, Midwest City, Oklahoma, 73110</p>	<p>With copies to:</p>
<p><u>If to SR-HL</u> SR-HL LLC c/o Sooner Investment Realty, Inc.. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p><u>If to Rose</u> Sooner Rose LLC</p>	

<p>c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p><u>If to SR2</u> <u>SR2 DEV LLC</u> c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p>If to Fuse</p> <hr/> <p><u>If to Fuse</u> <u>Platinum Hospitality LLC</u> c/o Bing Lu 17721 Ptarmigan Lane, Edmond, OK73012 Fax _____ Tel 405.361.2589</p>	
--	--

4.3 Breach. In the event of a breach or threatened breach of this Agreement, only the Owners shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach (or to otherwise avail themselves of the other remedies contained in this Agreement). The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Agreement will entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

4.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but establishes easements, rights, and obligations which constitute covenants running with the land and the title to the Tracts; whether such Tracts are owned by subsequent Owner or Owners, and whether such Tracts are owned by the same Owner or different Owners. If the Tracts are ever owned by the same person(s), the easements contained in this Agreement shall not merge into the fee simple title of the Owner(s).

4.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

4.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Agreement, upon an Owner's sale of all of its property comprising a part of the Shopping Center, such Owner shall be released from all unaccrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. Subject to the other provisions hereto, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

4.8 Usage. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.9 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Shopping Center by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

4.10 Estoppel Certificates. Any Owner or ground lessee of any portion of a Tract (or any mortgagee holding a first lien security interest in any portion of a Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. An Owner shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.

4.11 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.12 Duration, Modification and Cancellation. The covenants, conditions, and restrictions of this Agreement shall run with and bind the Shopping Center for a period of forty-one (41) years, after which time they shall extend for successive periods of ten (10) years each unless terminated by the Owners. This Agreement (including exhibits) may be modified or terminated or cancelled only by written agreement signed by all the Owners. Any construction easement which has been created by this Agreement shall be released by the holder thereof, upon request of the Owner whose Tract has been thereupon burdened, once the necessity for such easement has ended, which requests shall not be unreasonably delayed or withheld.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

“SR-HL”

SR-HL LLC, an Oklahoma limited liability company

By its Manager, SOONER ROSE LLC.,
an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, as manager on behalf SR-HL LLC, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“SR-A”

SOONER ROSE-A LLC, an Oklahoma limited liability company

By its Manager, SOONER ROSE LLC.,
an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, as manager on behalf SOONER ROSE-A LLC, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“SR2”

SR2 DEV LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA

§

COUNTY OF OKLAHOMA

§

§

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SR2 DEV LLC, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“ROSE”

SOONER ROSE LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA

§

COUNTY OF OKLAHOMA

§

§

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

FUSE: Platinum Hospitality LLC, an Oklahoma limited liability companu

By: _____
Name: Bing Lu
Title: Manager
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bing Lu, as Manager of Platinum Hospitality LLC, an Oklahoma limited liability company, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

"AUTHORITY"

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

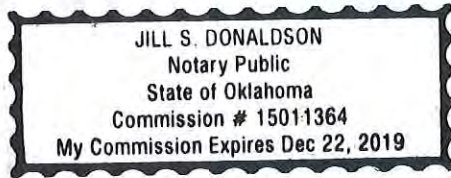
By *Matthew D. Dukes II*

MATTHEW D. DUKES II, Chairman

ATTEST:

Sara Hancock

SARA HANCOCK, Secretary



STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the 25 day of July, 2017, by Matthew D. Dukes II, as Chairman of Midwest City Memorial Hospital Authority, a public trust on behalf of said trust.

Jill S. Donaldson

My Commission Expires: 12-22-19

JOINDER OF ADDITIONAL PARTIES

The undersigned Lienholder, **BancFirst**, joins herein for the sole purpose of subordinating the liens it holds on any portion of the TRACTS described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

BancFirst

By: _____
Name: Patrick Lippmann
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that Patrick Lippmann, the _____ of **BancFirst**, a bank chartered by the State of Oklahoma, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2016.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

The undersigned Lienholder, First State Bank, joins herein for the sole purpose of subordinating the liens it holds on any portion of the Development AREA described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

First State Bank

By: _____
Name: _____
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that _____, the _____ of First State Bank, a bank chartered by the _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2017.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

EXHIBIT A

**LEGAL DESCRIPTION OF SR-HL TRACT
LEGAL DESCRIPTION OF ROSE TRACTS**

LEGAL DESCRIPTION OF SR-A TRACT

LEGAL DESCRIPTION OF SR2 TRACT (w/o Fuse)

LEGAL DESCRIPTION OF FUSE TRACT

LEGAL DESCRIPTION OF AUTHORITY TRACT.

EXHIBIT B

– OVERALL SITE PLAN SR-A, SR-HL, ROSE, SR2, FUSE, AUTHORITY (Existing development storm drainage and utilities on SR1 area; proposed center driveway and Outparcel Service Driveway, proposed sanitary sewer, proposed water lines, proposed Storm Water System and Detention)

EXHIBIT B-1 – Water and Sanitary Sewer depictions for SR2, Fuse and Authority

EXHIBIT B-2 – Storm Water System overall, DEPICTING each easement section of legally described SD1-, SD2, SD3 SD4, SD5, SD6, SD7

EXHIBIT C

– Legal descriptions of each respective section of WL1-SS1, WL2, WL3, SS2, SS3

- Legal description of each respective section of SD1, SD2, SD3, SD4, SD5, SD6, SD7

-Legal Description of UE1, UE2, UE3, UE4, construction easements only

Exhibit

EXHIBIT A

**LEGAL DESCRIPTION
OF SR-A TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, and containing within its bounds a part of Lot One (1), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot One (1), said point being on the northerly line of said plat of SOONER ROSE ADDITION;

THENCE North 89°24'49" East, along the north line of said Lot One (1), and parallel with the south line of said Southwest Quarter, a distance of 435.22 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 331.70 feet to a point on a southerly line of said Lot One (1);

THENCE North 89°24'49" East, along said southerly line, and parallel with the south line of said Southwest Quarter, a distance of 89.06 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 289.80 feet;

THENCE South 88°39'22" West a distance of 85.60 feet to a point on the east line of said Lot One (1);

THENCE South 01°20'38" East, along said easterly line of Lot One (1) and parallel with the west line of said Southwest Quarter, a distance of 19.07 feet to a southeasterly corner of said Lot One (1);

THENCE South 89°24'49" West, along a southerly line of said Lot One (1) and parallel with the south line of said Southwest Quarter, a distance of 145.21 feet to a corner of said Lot One (1);

THENCE South 01°20'38" East, along the most southerly east line of said Lot One (1), a distance of 300.00 feet to a point 50.00 feet north of the south line of said Southwest Quarter also being the most southerly southeast corner of said Lot One (1);

THENCE South 89°24'49" West, along the south line of said Lot One (1) and parallel with said south line of the Southwest Quarter, a distance of 44.27 feet;

THENCE North 00°35'11" West, along the west line of said Lot One (1), a distance of 20.00 feet;

THENCE North 88°39'22" East, along a line of said Lot One (1), a distance of 12.00 feet;

THENCE North 01°20'38" West, along the west line of said Lot One (1) and parallel with the west line of said Southwest Quarter, a distance of 279.84 feet to a corner of said Lot One (1);

THENCE South 89°24'49" West, along a southerly line of said Lot One (1) and parallel with the south line of said Southwest Quarter, a distance of 71.48 feet to a southwesterly corner of said Lot One (1);

THENCE North 01°20'38" West, along the west line of said Lot One (1), a distance of 178.29 feet;

THENCE South 88°39'22" West, along a line of said Lot One (1), a distance of 20.22 feet;

THENCE North 01°20'38" West, along the west line of said Lot One (1), a distance of 160.36 feet

THENCE North 90°00'00" East, along a line of said Lot One (1) a distance of 1.24 feet;

THENCE North 00°00'00" East along the west line of said Lot One (1), a distance of 303.31 feet to the POINT OF BEGINNING.

**LEGAL DESCRIPTION
OF ROSE TRACTS**

Tracts of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, and containing within its bounds all of Lots Four (4) and Five (5), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk.

**LEGAL DESCRIPTION
OF SR2 TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, and including within its bounds a part of Lot One (1) in Block One (1) of SOONER ROSE ADDITION, an addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk. and being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 593.83 feet to a point of intersection with the projected east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk, said point being the POINT OF BEGINNING;

THENCE North 01°20'38" West, along said projected line and the actual east line of said Lot Five (5) and Lot One (1) in Block One (1) of SOONER ROSE ADDITION, passing at a distance of 350.00 feet the northeast corner of said Lot 5, and continuing for a total distance of 369.07 feet;

THENCE North 88°39'22" East, perpendicular to the east line of said Lots 5 and 1, a distance of 85.59 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 289.80 feet to a point on a southerly line of Lot 1, in Block 1, SOONER ROSE ADDITION;

THENCE North 89°24'49" East, along said southerly line of said Lot 1, a distance of 89.06 feet;

THENCE North 01°20'38" West a distance of 331.70 feet to a point on the north line of said Lot 1;

THENCE North 89°24'49" East, passing at a distance of 80.00 feet the northeast corner of said Lot 1, Block 1, SOONER ROSE ADDITION, and continuing for a total distance of 139.18 feet;

THENCE North 33°04'19" East a distance of 94.06 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 130.63 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 250.00 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 200.00 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet;

THENCE South 00°35'11" East, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 692.36 feet to the POINT OF BEGINNING.

LESS AND ACCEPT FUSE TRACT

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 917.31 feet to the POINT OF BEGINNING:

THENCE North 01°20'38" West a distance of 471.84 feet;

THENCE North 88°39'22" East a distance of 229.16 feet;

THENCE South 00°35'11" East a distance of 98.51 feet;

THENCE South 88°39'22" west a distance of 8.21 feet;

THENCE South 00°35'11" East a distance of 376.22 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along the South line of said Southwest Quarter, a distance of 214.69 feet to the POINT OF BEGINNING.

The basis of bearings for the above legal descriptions is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

**LEGAL DESCRIPTION
OF AUTHORITY TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the east line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the south line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 553.73 feet to the POINT OF BEGINNING.

**LEGAL DESCRIPTION
OF SR-HL TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, and containing within its bounds all of Lot Two (2), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk.

**LEGAL DESCRIPTION
OF FUSE TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter;

THENCE North $89^{\circ}24'49''$ East, along the south line of said Southwest Quarter, a distance of 917.31 feet to the POINT OF BEGINNING:

THENCE North $01^{\circ}20'38''$ West a distance of 471.84 feet;

THENCE North $88^{\circ}39'22''$ East a distance of 229.16 feet;

THENCE South $00^{\circ}35'11''$ East a distance of 98.51 feet;

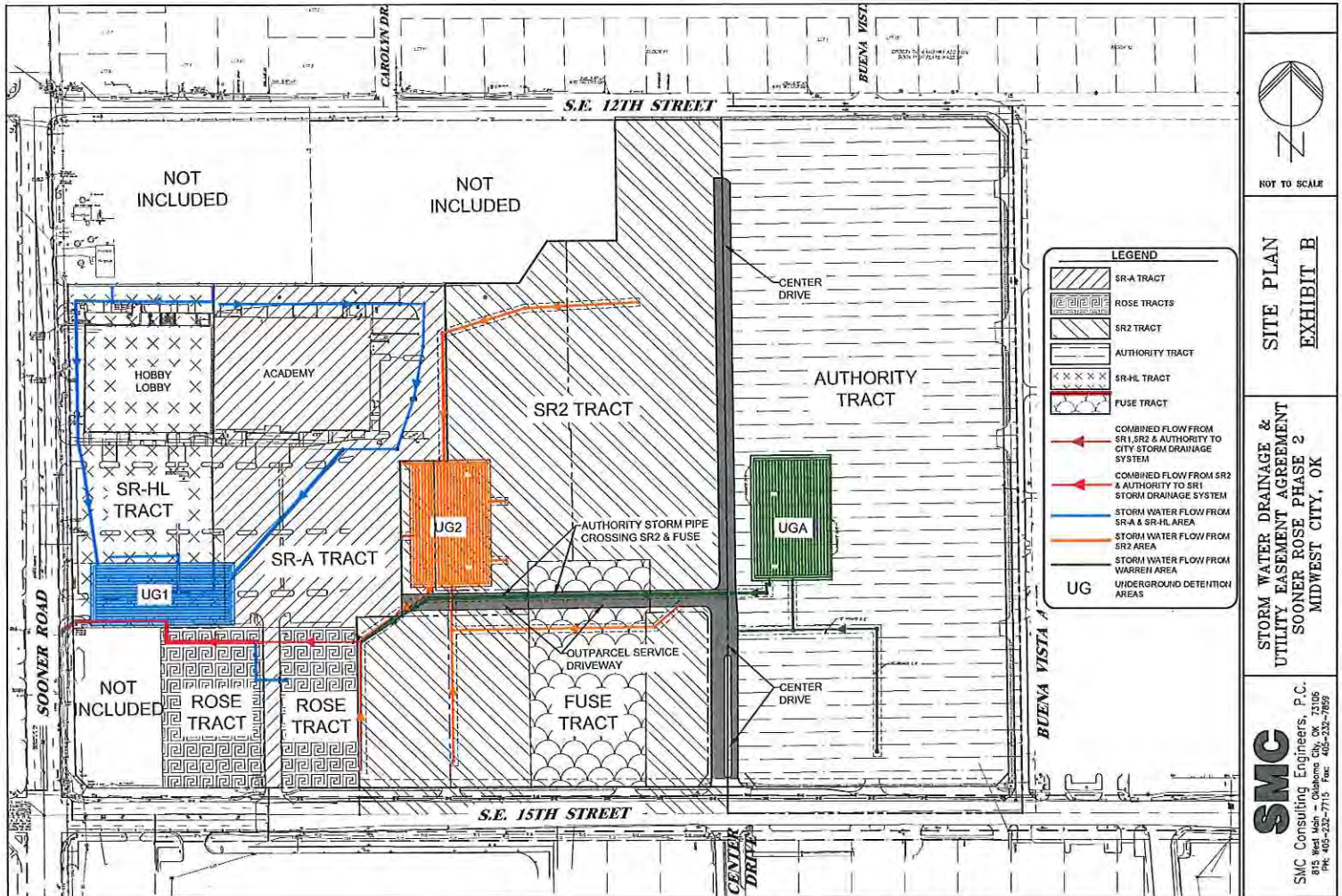
THENCE South $88^{\circ}39'22''$ west a distance of 8.21 feet;

THENCE South $00^{\circ}35'11''$ East a distance of 376.22 feet to a point on the south line of said Southwest Quarter;

THENCE South $89^{\circ}24'49''$ West, along the South line of said Southwest Quarter, a distance of 214.69 feet to the POINT OF BEGINNING.

The basis of bearings for the above legal descriptions is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South $89^{\circ}24'49''$ West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

TLH 07.15.17

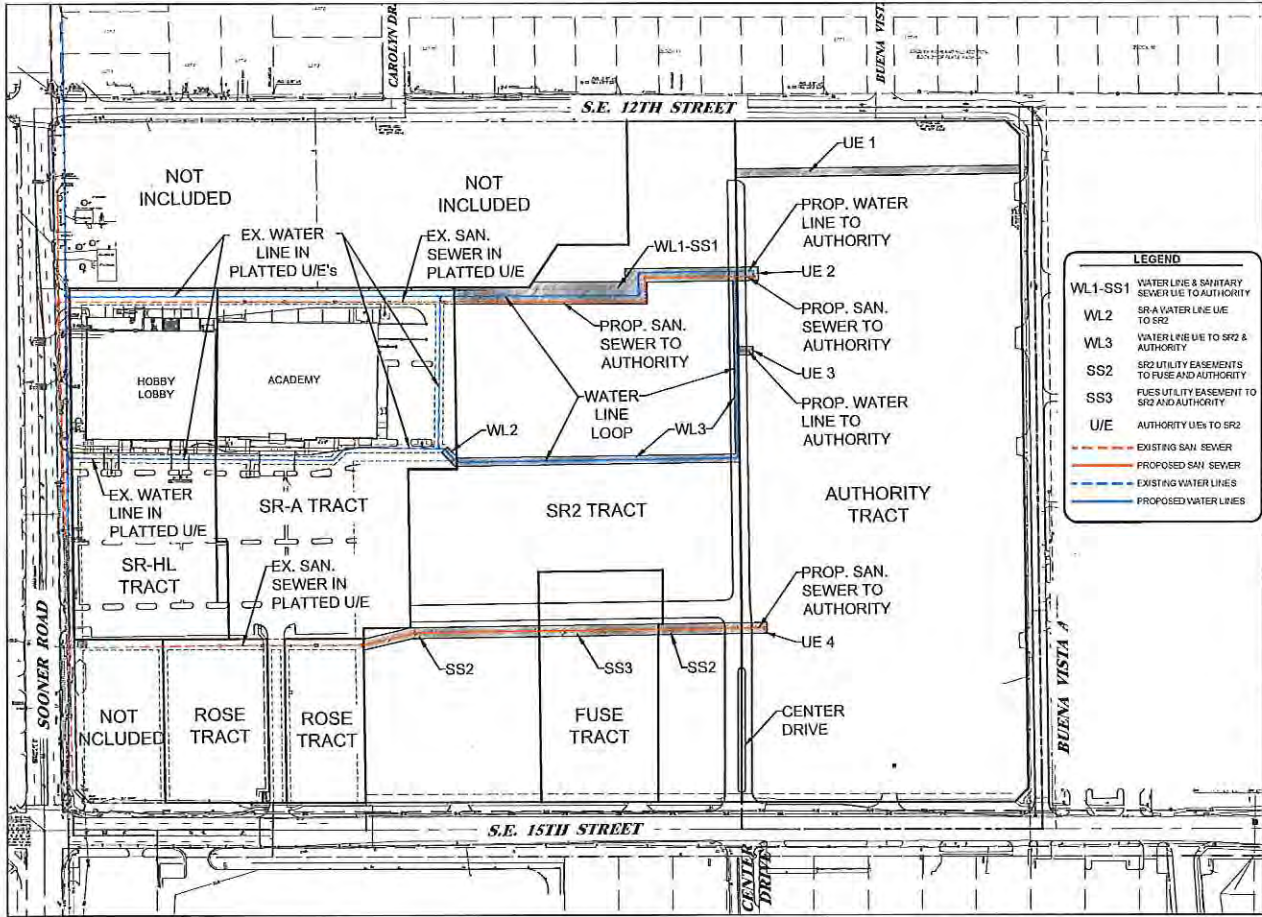


NOT TO SCALE

SITE PLAN
EXHIBIT B

STORM WATER DRAINAGE &
UTILITY EASEMENT AGREEMENT
SOONER ROSE PHASE 2
MIDWEST CITY, OK

SMC
S.M.C. Consulting Engineers, P.C.
10000 N. Mayfield
Midwest City, OK 73106
PH: 405-232-7710 Fax: 405-232-7959



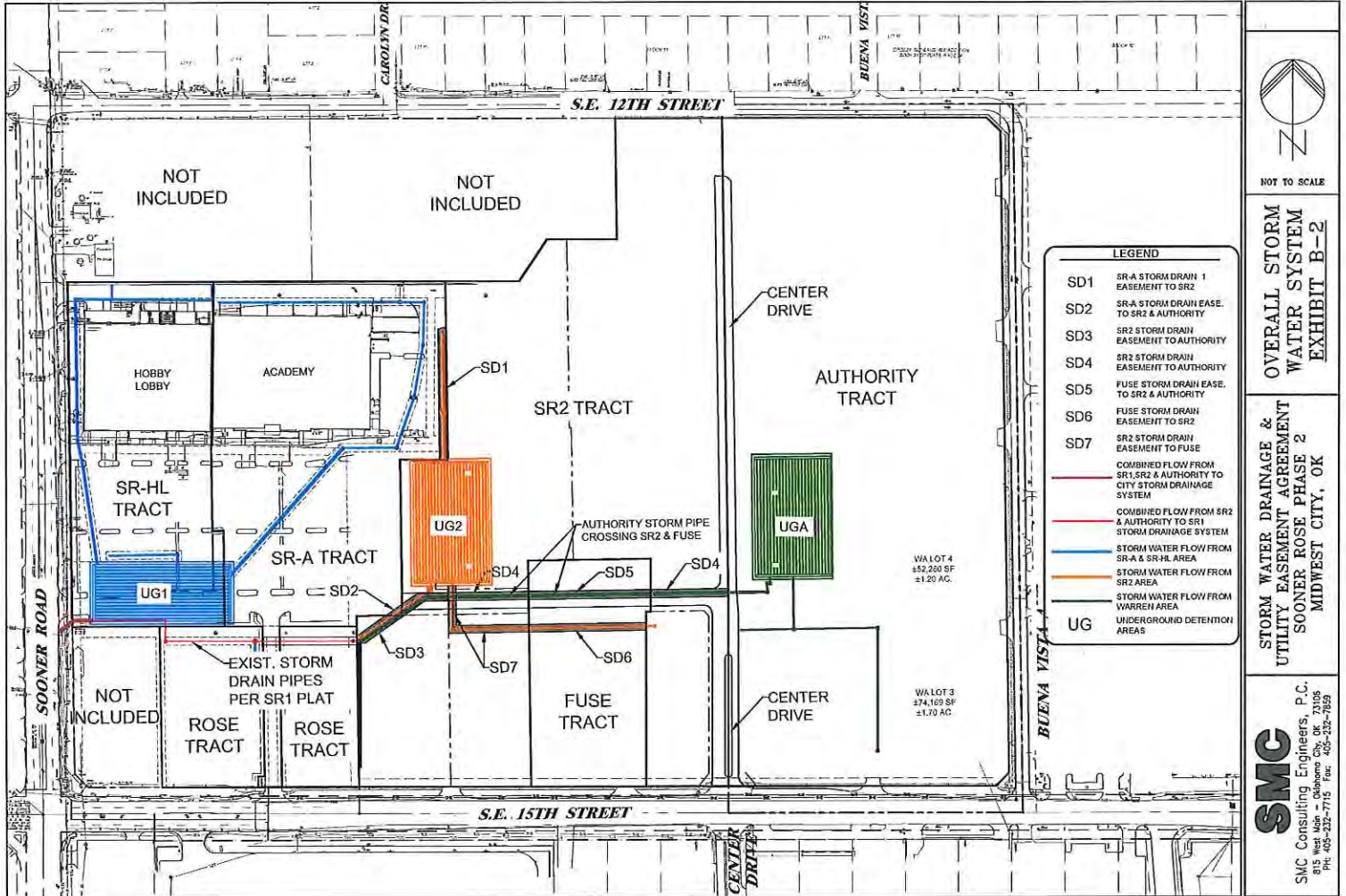
NOT TO SCALE

WATER & SAN. SEWER SYSTEMS EXHIBIT B-1

LEGEND	
WL1-SS1	WATER LINE & SANITARY SEWER USE TO AUTHORITY
WL2	SR-A WATER LINE USE TO SR2
WL3	WATER LINE USE TO SR2 & AUTHORITY
SS2	SR2 UTILITY EASEMENTS TO FUSE AND AUTHORITY
SS3	FUSE UTILITY EASEMENT TO SR2 AND AUTHORITY
U/E	AUTHORITY USE TO SR2
	EXISTING SAN SEWER
	PROPOSED SAN SEWER
	EXISTING WATER LINES
	PROPOSED WATER LINES

STORM WATER DRAINAGE & UTILITY EASEMENT AGREEMENT
 SOONER ROSE PHASE 2
 MIDWEST CITY, OK

SMC
 Consulting Engineers, P.C.
 1000 N. W. 10th St., Suite 200
 Ft. Lauderdale, FL 33309
 Ph: 407-332-7715 Fax: 407-332-7839



STORM WATER DRAINAGE and UTILITY EASEMENT AGREEMENT

THIS STORM WATER DRAINAGE and UTILITY EASEMENT AGREEMENT (this “Agreement”) is entered into as of this ___ day of _____ ~~2017~~, 2017 (the “Effective Date”), by and between Sooner Rose-A LLC, an Oklahoma limited liability company (“SR-A”), Sooner Rose LLC, an Oklahoma limited liability company (“Rose”) ~~and~~, SR-HL LLC, an Oklahoma limited liability company (“SR-HL”), SR2 DEV LLC, an Oklahoma limited liability company (“SR2”), Platinum Hospitality LLC, an Oklahoma limited liability company (“Fuse”), and Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”). Collectively, SR-A, Rose, SR-HL, SR2, Fuse and Authority shall be referred to herein as the “Parties”.

I. RECITALS

1.1 SR-A is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma (“City”), legally described in Exhibit A attached hereto (the “SR-A Tract”).

1.2 Rose is the owner of two tracts of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Rose Tracts”).

1.3 SR2 is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR2 Tract”).

1.4 Fuse is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Fuse Tract”).

1.5 Authority is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Authority Tract”).

1.6 SR-HL is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR-HL Tract”).

1.7 SR-A, Rose, SR-HL, SR2, Fuse and Authority Tracts are represented on the site plan of the development area, attached hereto as Exhibit B to this Agreement (the “Site Plan”).

1.8 The SR-A Tract is subject to that certain Lease Agreement between Academy Ltd., a Texas limited partnership, and Sooner Rose LLC, dated March 22, 2016 (the “Academy Lease”).

1.9 The SR-HL Tract is subject to that certain Lease Agreement between Sooner Rose, LLC and Hobby Lobby Stores, Inc., dated March 4, 2016, (the “HL Lease”).

1.10 The SR-HL Tract, and the SR-A Tract are fully developed with paving, buildings, utility lines and storm water drainage infrastructure, except for a portion of the SR-A Tract depicted as “Future Parking”, all as shown on the Site Plan.

1.11 The Rose Tracts are vacant land parcels, which tracts have utility lines and storm water drainage infrastructure installed, as shown on the Site Plan.

1.12 The Rose, SR-HL and SR-A Tracts are part of a platted development under documentation of the Final Plat of Sooner Rose Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma, filed of record in the land records of Oklahoma County, Oklahoma at Book PL75, Pages 12-13 (the "SR1 Plat").

1.13 Sooner Investment Group, Inc. ("SIG"), the Authority, and the City have entered into a certain ~~Sooner Rose Phase II TheatreRetail~~ Development ~~FinanceFinancing~~ Assistance Agreement, dated April 24, 2017, ("~~RDFAA~~") for the purpose of developing the SR2 Tract with mixed retail and restaurant uses, and outparcels uses, which will require installation of utility lines, and storm water drainage infrastructure proposed as shown on the Site Plan. SR2 is the successor-in-interest to ~~Sooner Investment Group, Inc.'s~~ rights and interests of SIG in the ~~Development FinanceFinancing Assistance AgreementRDFAA~~. SIG has concurrently herewith assigned all rights and obligations of SIG pursuant to such agreement to SR2.

1.14 SR2 and Fuse have concurrently herewith entered into a commercial site development agreement which will require installation of utility lines, and storm water drainage infrastructure proposed as shown on the Site Plan.

1.15 The Parties wish to grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to provide ingress and egress in, upon, over and across certain portions of the Parties' Tracts as more particularly described herein for the purposes of providing efficient drainage of storm water over, under, across and throughout the ~~Parties'~~ Tracts.

1.16 In consideration of the matters set forth above, the Parties have agreed to impose on the Parties' Tracts certain restrictions and obligations set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Parties hereby agrees as follows:

II. DEFINITIONS

2.1 "Agreed Rate" means the lesser of (i) the maximum rate allowed by law and (ii) four percent (4%) above the prime interest rate then published in the Wall Street Journal, as adjusted on the first day of each calendar year quarter.

2.2 "Legal Requirements" means all laws, codes, ordinances and governmental regulations, as applicable at any time.

2.3 "Owner" means an owner ~~of any portion of the Parties' Tracts~~, which ~~owner~~ holds record title to any portion of the ~~Parties'~~ Tracts. Any person or entity hereafter obtaining title to a ~~tract subject to this Agreement shall also~~ Tract, or portion thereof, shall automatically be deemed an Owner. Those having such interest merely as security for the performance of an obligation are not included as Owners.

2.4 “Tracts” mean the real property tracts described on Exhibit A hereto, and depicted on the Site Plan. A specific reference to one of the Tracts herein is referred to as a “Tract.”

III. GRANT OF EASEMENTS

3.1 Utility Line Easements. The Parties hereby dedicate, grant and convey, for the use and benefit of each Owner and each such Owner’s Tract, ~~an perpetual, non-exclusive~~ easement ~~in, to, over,~~ under and across the ~~Parties’~~ respective Tracts for the installation, operation, maintenance, repair, replacements, removal and relocation of underground storm drainage lines, sanitary sewer pipes, water lines (collectively, “Utility Lines”) to serve the facilities located on the ~~Parties’~~ Tracts, which easements are in the locations as more particularly shown on the Site Plan and as more particularly described in this Section ~~3-1-3.1, all as provided below.~~

(a) Water Lines and Sanitary Sewer Lines. In the locations depicted on Exhibit B-1, and legally described in attached Exhibit C, and as specifically referenced hereinafter in such depiction, SR2 shall be responsible to install underground the following improvements in easement areas to be dedicated to the public as provided later in this subsection, at the sole cost and expense of SR2: (1) extend existing potable water supply line from the SR-A Tract, through the SR2 Tract through depicted easement areas “WL1”, “WL2” and “WL3”, to provide the Authority Tract and SR2 Tract with direct tap on access thereto; and (2) sanitary sewer lines from Authority Tract, through the SR2 Tract as to depicted easement area “SS1” to provide the Authority Tract and the SR2 Tract with sanitary sewer drainage line extending through the SR2 Tract into drainage structures already completed and publicly dedicated pursuant to SR1 Plat; and, from the Authority Tract, through the SR2 Tract and Fuse Tract ~~eto~~ the Rose Tract through depicted easement area “SS2” and “SS3”, to provide Authority Tract, SR2 Tract, and Fuse Tract, with sanitary sewer drainage from the Authority Tract through SR2 and Fuse Tract to connect to existing sanitary sewer drainage lines publicly dedicated by the SR1 Plat. ~~In~~ With regard to the SS3 location on the Fuse Tract, Fuse grants to SR2 and the Authority ~~a permanent, appurtenant to the SR2 Tract and Authority Tract, and for benefit of future Owners of the SR2 Tract and Authority Tract, a permanent, nonexclusive~~ easement to construct and maintain, repair and replace an underground sanitary sewage drain line. Reciprocally, SR2 grants Fuse a permanent easement to construct and maintain sanitary sewer drain line depicted as SS2 lying west of the Fuse Tract. In the location on the Authority Tract as depicted on Exhibit B-1 as “UE1” and legally described in Exhibit C, Authority grants to SR2 the right to construct and install wiring and conduit for Utility Lines and/or conduit only, and for installing electrical services, cable television and data, telephone lines to provide such services to the SR2 Tract. Notwithstanding the foregoing, the Owner of the Authority Tract shall have the ~~assignable right of a construction easement to construct and~~ install only sidewalks, curbs, paving and similar structures, and maintain, repair and replace the same, only over such easement areas ~~pertaining to said Utility Lines specified above~~, and to construct said Utility Lines in the event that SR2 fails to complete such installations on or before one hundred eighty (180) days after the Effective Date. In addition, Authority grants to SR2 Tract a temporary construction easement only for the purposes of extending underground stub outs for future use of Authority; ~~as to the, which easement areas are~~ depicted on Exhibit B-1, and designated as, (i) “UE2” and “UE3” for the water line; (ii) “UE2” and “UE4” for sanitary sewer line, and (iii) “UE2” and “UE4” for general wired utility services. In the event that Authority is ready to pave and curb over any sections of ~~UE1~~-UE2, UE3, or UE4 area, and if SR2 has not already installed the conduit necessary for use by SR2 development, Authority may only proceed with such paving and curbing installations after providing SR2 written notice a minimum ten (10) business days prior to the start thereof, and afford such reasonable period ~~therein~~ for SR2 to complete the laying of all needed conduit and service piping— within the applicable easement

areas. Upon the completion of the construction of such Utility Lines on the Authority Tract, the temporary construction easement granted above shall automatically expire. Notwithstanding the identity of the performer of such Utility Work hereinbefore described, upon completion thereof, SR-A, SR2 and Authority, and Fuse as ~~owners~~Owners of Tracts respectively burdened by such afore described easements, as applicable to specific sections of such Utility Lines, shall execute all necessary documentation reasonably required for the acceptance by the City ~~of Midwest City, Oklahoma~~, of the public dedication of each of the easement areas and line installations therein to the public. SR-A shall obtain such survey or engineering information required by the City for its acceptance of the public dedication. If such Utility Work is completed by party other than SR2, SR2 shall promptly (no later than twenty (20) days following SR2's receipt of the reasonable documentation therefor) reimburse the completing ~~parties~~Parties or Party to the full extent of ~~such~~the costs and expenses incurred by each completing ~~party~~Parties or Party.

(b) Private Storm Water Drainage Lines.

(1) SR-A grants to SR2 an easement in perpetuity, and exclusively, for the purposes of installing, maintaining and repairing as needed a storm water drainage line connecting through the SR-A Tract to the underground detention facility located on the SR2 Tract which line crosses through the SR-A Tract in the location depicted as "SD-1" on Exhibit B, and which is legally described in Exhibit C~~Additionally~~Additionally, SR-A grants to SR2 an easement in perpetuity for the purpose of installing, maintaining and repairing as needed an underground storm water drainage line connecting the underground water detention facility on the SR2 Tract across the SR-A Tract in the location depicted as "SD-2" on Exhibit B, and which is legally described, respectively, in Exhibit C, which will provide storm water flow continuation through SR2 Tract to the junction box connecting to the private storm water drainage system already existing in the location as depicted on the SR1 Plat, the use of which shall be governed by the terms of Section 3.2 herein.

(2) SR-A, SR2 and Fuse hereby grant to Authority, and successors in interest, as an appurtenance to the Authority Tract, an easement in perpetuity, and exclusively, for the purposes of installing, maintaining and, repairing and replacing as needed a storm water drainage line connecting an underground detention facility on Authority Tract across underground through SR2 Tract, Fuse Tract and SR-A Tract to connect to the junction box on the SR2 Tract which connects to the private storm water drainage system already existing in the location as depicted on the SR1 Plat, the use of which shall be governed by the terms of Section 3.2 herein, and which line shall be installed in the location(s) depicted (and respectively burdening Tracts) as "SD2" (SR-A Tract), "SD-3" (SR2 Tract), "SD4" (SR2 Tract) and "SD5" (Fuse Tract) on Exhibit B-2 attached hereto, and which ~~is~~are legally described in Exhibit C attached hereto. The Owner of the Authority Tract shall be responsible for all the costs and expense of operation ~~and~~, maintenance, repair and replacement of this foregoing described storm drainage line, however. SR2 shall initially construct ~~all~~ such storm drainage line on behalf of Authority pursuant to a separate agreement.

(3) Fuse grants to SR2 a non- exclusive easement crossing the Fuse Tract to construct, and maintain a storm drain line providing storm water drain conduit from SR2 Tract east of Fuse Tract through Fuse Tract to detention area "UG2", located as depicted "SD6" on Exhibit B-2. SR2 and Fuse shall jointly in common be entitled to use such line for storm drainage off the Fuse Tract. SR2 shall construct such line in accordance with the terms of a separate agreement.

(4) SR2 grants to Fuse a permanent easement to construct and maintain a storm water drainage line connecting to "SD6" to UG2, located as depicted "SD7" on Exhibit B-2, provided however, SR2 shall construct such line in accordance with the terms of a separate agreement.

(5) For the future benefit of future Owners ~~within~~ of the SR2 Tract, SR2 shall also construct additional storm drain lines located north and east of SD1, south of SD3, south of SD7, and east of SD6, as part of the construction of all hereinbefore legally described storm drain lines that are required among the Parties to this Agreement, the locations of which through exact legal descriptions shall be formalized as part of the finalization of the plat of the SR2, Fuse and Authority Tracts, once all infrastructure improvements ~~relevant to providing the ability~~ necessary to construct and use buildings suitable for occupancy are completed, and which shall be governed by the provisions of Section 3.2 herein.

3.2 Storm Water Detention System. Each of the Owners of a drain field of lower elevation than ~~another Owner~~ the drain fields on other Tracts ~~[What are these? Should they be identified? Cannot tell from the drawings.]~~ grants and conveys to the other Owners, as an appurtenance to and their respective Tracts, of drain fields of higher elevation ~~as a~~ perpetual, non-exclusive easement for the construction, operation, maintenance ~~and,~~ repair and replacement of the underground storm water system and underground detention facilities which are located on the Tracts as more particularly shown on the Site Plan, and the SR1 Plat to keep all storm water drainage directed through the underground detention facilities designed for such tracts. Such maintenance shall include, without limitation, repairing and replacing paving; keeping storm water detention and drainage channels thereon and therein clear of debris and other obstructions to normal storm water flow, subject to allocation of responsibilities as herein set forth. Each Owner of a tract containing a detention facility shall be responsible for all the costs of maintaining ~~and,~~ repairing, replacing and cleaning such facility on such Owner's Tract, except as may lawfully assigned by separate agreements by multiple ~~tract~~ Tract Owners having a common detention facility. Any storm water drain line lying within the Tract of an Owner not benefitted by such line shall be maintained, repaired and replaced solely at the responsibility and cost of the Owner whose Tract is thereby benefitted.

3.3 Defaulting Owner; Self-Help. If the Owner of any Tract subject to this Agreement shall fail to meet its maintenance, repair or replacement obligations contained herein (a "Defaulting Owner"), or to otherwise fail to maintain, repair or replace the storm water detention system on its Tract in good condition and in compliance with all ~~applicable laws, statutes, ordinances, codes, rules and regulations~~ Legal Requirements of applicable governmental authorities, any other Owner shall have the right, but not the obligation, to enter the Defaulting Owner's Tract following a minimum of thirty (30) days' prior written notice to the Defaulting Owner and perform such maintenance, repairs and replacements, the reasonable, out-of-pocket cost of which shall be reimbursed by the Defaulting Owner. Any such unpaid amounts, together with interest thereon at the Agreed Rate and the costs of collection (if any), shall be charged as a continuing lien against the Defaulting Owner's Tract. The lien provided in this Agreement shall be subordinated to the lien of any bona fide security interest or ~~device~~ instrument (including but not limited to any mortgage, deed of trust or any sale and leaseback arrangement) ~~obtained previously granted~~ by the Defaulting Owner ~~for the purposes of the acquisition or improvement of its portion of the Shopping Center~~ (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable to the other Owner(s) prior to a sale or transfer of such land pursuant to or in lieu of foreclosure by the holder of such security interest. ~~Such~~ [Not sure what this means.] The sale or transfer of the Defaulting Owner's Tract shall not

~~relieve any portion of the Shopping Center~~ release such Tract from the lien for any amounts thereafter becoming due hereunder. Any Owner of any Tract ~~affected by this Agreement who~~ which exercises self-help rights granted herein to such Owner to enter upon the land of another Owner ~~affected by this Agreement's Tract~~ shall: (i) comply with all laws and ~~regulations promulgated by all governmental entities~~ Legal Regulations requirements governing the completion of any work to be performed by such Owner; (ii) maintain at its sole expense, during the period all incursive activities, insurance coverage in which the burdened land Owner is carried as an additional insured, which during the term of coverage consists of commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence; (iii) complete all Utility Work using proper techniques and materials to be considered workmen-like and free of mechanics and materialmens liens; and (iv) assign any construction warranties to the burdened ~~land Owner~~ Tract Owner. The provisions of this Section 3.3 are in addition to all other rights and remedies permitted in this Agreement.

3.4 Liability Limitation. No Owner shall be liable to the other Owner or its tenants for any inconvenience, annoyance, disturbance, or loss of business to the other or its tenants arising out of and during the performance of any construction, maintenance, replacement or repair work permitted hereunder (unless occasioned by the negligence of any Owner). All Owners shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance, or loss of business to the minimum reasonably required by the work in question, and shall conduct any work permitted hereunder during non-business hours whenever possible.

3.5 Eminent Domain. In the event the whole or any part of any Tract shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the ~~Common Areas of the Tract~~ easement areas granted herein as nearly as possible to the condition existing prior to the Taking ~~to the extent necessary to avoid interference with the remaining Common Areas of the Shopping Center~~ without contribution from any other Owner, ~~and repair or raze any affected buildings, and any portion of any condemnation award necessary therefor shall be held in trust and applied for such purpose.~~

3.6 Construction Activity. Each Owner (each, a "Constructing Owner") shall pay all reasonable costs and expenses incurred by any other Owner due to damage to such other Owner's Tract arising from or related to such Constructing Owner's construction, installation, maintenance, repair, and replacement (collectively, "Construction Activity") within any area located on such other Owner's Tract as established under this Agreement. Each Constructing Owner shall minimize the obstruction or the free flow of vehicular traffic upon and across such easements and the other Owner's Tract during any period of Construction Activity. During such period of Construction Activity, Constructing Owner shall cause the easement areas and the Tracts of any other Owner to be maintained reasonably free of materials and supplies arising out of or resulting from such Constructing Owner's Construction Activity and otherwise in a reasonably neat and orderly condition due to such Constructing Owner's Construction Activity. Any

vehicle or equipment used in such Construction Activity or any materials used in such construction shall be parked or stored only in an area approved by the Owner of the Tract upon which the Construction Activity is being conducted. Subject to limitations of the laws of Oklahoma, Each Constructing Owner agrees to defend, indemnify and hold harmless each other Owner and its tenants and occupants from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to such Constructing Owner's Construction Activity. All Construction Activity shall be performed in a lien-free manner, in accordance with all Legal Requirements. No Constructing Owner shall permit or suffer any mechanic's or materialmen's liens claims to be filed or otherwise asserted against any other Owner's Tract in connection with such Constructing Owner's Construction Activity, and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof, or in the event such Constructing Owner in good faith desires to contest the validity or amount of any such lien, such Constructing Owner shall have the right to contest the validity or amount of any such lien, provided that (i) such Constructing Owner deposits with the Owner of the Tract affected by such lien cash, a letter of credit, an endorsement to such affected Tract Owner's (and its lender's) policy(ies) of title insurance insuring against loss or damages sustained by reason of such mechanic's lien in form and substance reasonably acceptable to such affected Tract Owner (and its lender), or other security reasonably acceptable to such affected Tract Owner in an amount equal to one hundred fifty percent (150%) of the amount of said lien to insure payment and prevent any sale or forfeiture of any part of the affected Tract by reason of nonpayment; (ii) neither the affected Tract nor any part thereof or interest therein would be in any substantial danger of being sold, forfeited, or lost, (iii) such affected Tract Owner would not be in any substantial danger of any civil or criminal liability for failure to comply therewith; and (iv) such Constructing Owner promptly notifies such affected Tract Owner, in writing, of such contest. Any such contest shall be prosecuted with due diligence and such Constructing Owner shall promptly after the final determination thereof pay the amount of any such lien, together with all interest, penalties and other costs payable in connection therewith. Any such letter of credit deposited hereunder shall be issued by a national bank reasonably acceptable to such affected Tract Owner. Each Constructing Owner and its respective contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with such Constructing Owner's Construction Activity, and for the removal of waste and debris resulting therefrom. In the event any Constructing Owner's construction operations detrimentally affect the condition of any portion of any other Owner's Tract, such Constructing Owner shall promptly restore the other Owner's Tract, or part thereof, to its condition existing prior to commencement of such Constructing Owner's Construction Activity, including without limitation, any filling and compacting of all excavations, repaving of paved areas and replacement of landscaping. No such Construction Activity shall result in a labor dispute or encourage labor disharmony.

IV. GENERAL PROVISIONS

4.1 No Dedication. No provision of this Agreement, shall ever be construed to grant or create any rights whatsoever in or to any portion of any Tract ~~other than the easements, covenants and restrictions~~ except as specifically set forth herein permitted hereunder. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

4.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set

forth hereinafter for the party to whom notice is given; (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified; or (c) one (1) business day after being deposited with a nationally recognized overnight courier. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses are:

<p><u>If to Sooner-A:</u> Sooner Rose-A LLC. c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p>	
<p><u>If to Authority:</u> Midwest City Memorial Hospital Authority 100 North Midwest Blvd, Midwest City, Oklahoma, 73110</p>	<p>With copies to:</p>
<p><u>If to SR-HL</u> SR-HL LLC c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p><u>If to Rose</u> Sooner Rose LLC c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p><u>If to SR2</u> <u>SR2 DEV LLC</u> c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p>If to Fuse</p> <hr/> <p><u>If to Fuse</u> <u>Platinum Hospitality LLC</u> <u>c/o Bing Lu</u> 17721 Ptarmigan Lane, Edmond, OK 73012</p>	

Fax _____ Tel 405.361.2589	
-------------------------------	--

4.3 Breach. In the event of a breach or threatened breach of this Agreement, ~~only the Owners shall be~~ by an Owner, or any occupant on such Owner's Tract, the other Owners affected or damaged as a result of such breach shall have all rights and remedies available at law or equity, including being entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach (or to otherwise avail themselves of the other remedies contained in this Agreement). The unsuccessful party or parties in any action shall pay to the prevailing party or parties a reasonable sum for attorneys' fees, costs and expenses which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Agreement will entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by all Owners in the same manner as required by this document.

4.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but this Agreement establishes easements, rights, covenants and obligations which constitute covenants running with the land and the title to the Tracts; whether such Tracts are owned by a subsequent Owner or Owners, and whether such Tracts are owned by the same Owner or different Owners. ~~If the Tracts are ever owned by the same person(s), the easements contained in this Agreement shall not merge into the fee simple title of the Owner(s).~~

4.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

4.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Agreement, upon an Owner's sale of all of its ~~property comprising a part of the Shopping Center Tract~~, such Owner shall be released from all ~~un-accrued~~unaccrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. Subject to the other provisions hereto, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

4.8 Usage. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.9 No Merger. It is expressly understood and agreed that the parties hereto do not intend that

there be, and there shall in no event be, a merger of the dominant and servient tenements in the [Shopping Center Tract](#) by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

4.10 Estoppel Certificates. Any Owner or ground lessee of any portion of a Tract (or any mortgagee holding a first lien security interest in any portion of a Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. An Owner shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.

4.11 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.12 Duration, Modification and Cancellation. The covenants, conditions, and restrictions of this Agreement shall run with and bind the [Shopping Center Tracts](#) for a period of forty-one (41) years, after which time they shall extend for successive periods of ten (10) years each unless terminated by the Owners. This Agreement (including exhibits) may be modified or terminated or cancelled only by written agreement signed by all the Owners, [which instrument shall be recorded in the real estate records for the county in which the Tracts are located.](#) Any construction easement which has been created by this Agreement shall be released by the holder thereof, upon request of the Owner whose Tract has been thereupon burdened, once the necessity for such easement has ended, which requests shall not be unreasonably delayed or withheld.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

“SR-HL”

SR-HL LLC, an Oklahoma limited liability company

By its Manager, SOONER ROSE LLC.,
an Oklahoma limited liability company

By: _____
Name: Bob Stearns
Title: Manager
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, as manager on behalf SR-HL LLC, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

“SR2”

SR2 DEV LLC, an Oklahoma limited liability company
By its Manager, SOONER INVESTMENT GROUP, INC. an Oklahoma corporation

Formatted: Indent: Left: 7.62 cm

By: _____
Name: Bob Stearns
Title: Vice President~~Manager~~
Date: _____

Formatted: Indent: Left: 6.35 cm, First line: 1.27 cm

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Vice President of Sooner Investment Group, Inc., the Managers~~Manager~~ of SR2 DEV LLC, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

“ROSE”

SOONER ROSE LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

 §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“FUSE”

Platinum Hospitality LLC, an
Oklahoma limited liability ~~company~~company.

By: _____
Name: ~~Nasher G. Patel~~Bing Lu
Title: Manager
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by ~~Bing Lu, Nashe G. Patel~~ as Manager of Platinum Hospitality LLC, an Oklahoma limited liability company, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

“AUTHORITY”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

By _____
Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, Secretary

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Jay Dee Collins, as Chairman of Midwest City Memorial Hospital Authority, a public trust on behalf of said trust.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

Storm Water Drainage and Utility Easement Agreement REA-SR2-20170505

JOINDER OF ADDITIONAL PARTIES

Formatted: Left, Indent: Left: 2.54 cm, First line: 1.27 cm, Right: 0 cm, Widow/Orphan control, Pattern: Clear

The undersigned Lienholder, **BancFirst**, joins herein for the sole purpose of subordinating the liens it holds on any portion of the TRACTS described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

BancFirst

By: _____
Name: Patrick Lippmann
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that Patrick Lippmann, the _____ of **BancFirst**, a bank chartered by the State of Oklahoma, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2016.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

The undersigned Lienholder, First State Bank, joins herein for the sole purpose of subordinating the liens it holds on any portion of the Development AREA described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

First State Bank

By: _____
Name: _____
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that _____, the _____ of First State Bank, a bank chartered by the _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2017.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

RATIFICATION BY TENANT IN POSSESSION

Storm Water Drainage and Utility Easement Agreement REA-SR2-20170505

The undersigned, a tenant under a lease agreement, **HOBBY LOBBY STORES, INC. an Oklahoma corporation** ("Tenant) joins herein for the sole purpose of ratifying the terms, covenants, and restrictions that have effect upon the Lease tenancy that said tenant holds on any portion of the lands described herein and other matters imposed under the foregoing AGREEMENT.

TENANT:

Hobby Lobby Stores, Inc.

By: _____

Randy Childers, Vice President

Date

Tenant Acknowledgement

SS:

Oklahoma County _____)

State of Oklahoma _____)

This Ratification was acknowledged before me on this _____ day of _____, 20____, by Randy Childers in his capacity of as Vice President of Hobby Lobby Stores, Inc.

Notary Public _____ (seal)

My Commission No. _____

My Commission Expires: _____

RATIFICATION BY TENANT IN POSSESSION

Storm Water Drainage and Utility Easement Agreement REA-SR2-20170505

The undersigned, a tenant under a lease agreement, ACADEMY LTD, a Texas Limited Partnership, joins herein for the sole purpose of ratifying the terms, covenants, and restrictions that have effect upon the Lease tenancy that said tenant holds on any portion of the lands described herein and other matters imposed under the foregoing AGREEMENT.

TENANT:

ACADEMY, LTD., a Texas limited partnership

By: Academy Managing Co., L.L.C., a Texas limited liability company, its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

_____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of Academy Managing Co., L.L.C., a Texas limited liability company, general partner of Academy, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

My Commission Expires: _____

My Commission No. _____

EXHIBIT A

**LEGAL DESCRIPTION OF SR-HL TRACT
LEGAL DESCRIPTION OF ROSE TRACTS**

LEGAL DESCRIPTION OF SR-A TRACT

LEGAL DESCRIPTION OF SR2 TRACT (w/o Fuse)

LEGAL DESCRIPTION OF FUSE TRACT

LEGAL DESCRIPTION OF AUTHORITY TRACT.

EXHIBIT B

– OVERALL SITE PLAN SR-A, SR-HL, ROSE, SR2, FUSE, AUTHORITY (Existing development storm drainage and utilities on SR1 area; proposed center driveway and Outparcel Service Driveway, proposed sanitary sewer, proposed water lines, proposed Storm Water System and Detention)

EXHIBIT B-1 – Water and Sanitary Sewer depictions for SR2, Fuse and Authority

EXHIBIT B-2 – Storm Water System overall, DEPICTING each easement section of legally described SD1-, SD2, SD3 SD4, SD5, SD6, SD7

EXHIBIT C

– Legal descriptions of each respective section of WL1-SS1, WL2, WL3, SS2, SS3

- Legal description of each respective section of SD1, SD2, SD3, SD4, SD5, SD6, SD7

-Legal Description of UE1, UE2, UE3, UE4, construction easements only

Exhibit

4832-1643-3198.2

Document comparison by Workshare 9 on Tuesday, August 01, 2017 8:56:25 AM

Input:	
Document 1 ID	PowerDocs://DOCS/562678/1
Description	DOCS-#562678-v1-Storm_Water_Drainage_and_Utility_Easement__ - M_idwest_City_and_SR2
Document 2 ID	PowerDocs://DOCS/562678/3
Description	DOCS-#562678-v3-Storm_Water_Drainage_and_Utility_Easement__ - M_idwest_City_and_SR2
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	<u>Moved from</u>
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	120
Deletions	71
Moved from	0
Moved to	0
Style change	0
Format changed	0

Total changes	191
---------------	-----

STORM WATER DRAINAGE and UTILITY EASEMENT AGREEMENT

THIS STORM WATER DRAINAGE and UTILITY EASEMENT AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____ 2017 (the “Effective Date”), by and between Sooner Rose-A LLC, an Oklahoma limited liability company (“SR-A”), Sooner Rose LLC, an Oklahoma limited liability company (“Rose”), SR-HL LLC, an Oklahoma limited liability company (“SR-HL”), SR2 DEV LLC, an Oklahoma limited liability company (“SR2”), Platinum Hospitality LLC, an Oklahoma limited liability company (“Fuse”), and Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”). Collectively, SR-A, Rose, SR-HL, SR2, Fuse and Authority shall be referred to herein as the “Parties”.

I. RECITALS

1.1 SR-A is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma (“City”) legally described in Exhibit A attached hereto (the “SR-A Tract”).

1.2 Rose is the owner of two tracts of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Rose Tracts”).

1.3 SR2 is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR2 Tract”).

1.4 Fuse is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Fuse Tract”).

1.5 Authority is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “Authority Tract”).

1.6 SR-HL is the owner of a tract of land located in the City of Midwest City, Oklahoma County, Oklahoma legally described in Exhibit A attached hereto (the “SR-HL Tract”).

1.7 SR-A, Rose, SR-HL, SR2, Fuse and Authority Tracts are represented on the site plan of the development area, attached hereto as Exhibit B to this Agreement (the “Site Plan”).

1.8 The SR-A Tract is subject to that certain Lease Agreement between Academy Ltd., a Texas limited partnership, and Sooner Rose LLC, dated March 22, 2016 (the “Academy Lease”).

1.9 The SR-HL Tract is subject to that certain Lease Agreement between Sooner Rose, LLC and Hobby Lobby Stores, Inc., dated March 4, 2016, (the “HL Lease”).

1.10 The SR-HL Tract, and the SR-A Tract are fully developed with paving, buildings, utility lines and storm water drainage infrastructure, except for a portion of the SR-A Tract depicted as “Future Parking”, all as shown on the Site Plan.

1.11 The Rose Tracts are vacant land parcels, which tracts have utility lines and storm water drainage infrastructure installed, as shown on the Site Plan.

1.12 The Rose, SR-HL and SR-A Tracts are part of a platted development under documentation of the Final Plat of Sooner Rose Addition, an addition to the City of Midwest City,

Oklahoma County, Oklahoma, filed of record in the land records of Oklahoma County, Oklahoma at Book PL75, Pages 12-13 (the "SR1 Plat").

1.13 Sooner Investment Group, Inc. ("SIG"), the Authority, and the City have entered into a certain Sooner Rose Phase II Retail Development Financing Assistance Agreement, dated April 24, 2017, ("RDFAA") for the purpose of developing the SR2 Tract with mixed retail and restaurant uses, and outparcels uses, which will require installation of utility lines, and storm water drainage infrastructure proposed as shown on the Site Plan. SR2 is the successor-in-interest to rights and interests of SIG in the RDFAA. SIG has concurrently herewith assigned all rights and obligations of SIG pursuant to such agreement to SR2.

1.14 SR2 and Fuse have concurrently herewith entered into a commercial site development agreement which will require installation of utility lines, and storm water drainage infrastructure proposed as shown on the Site Plan.

1.15 The Parties wish to grant, declare and impose non-exclusive, reciprocal perpetual easements and rights to provide ingress and egress in, upon, over and across certain portions of the Parties' Tracts as more particularly described herein for the purposes of providing efficient drainage of storm water over, under, across and throughout the Tracts.

1.16 In consideration of the matters set forth above, the Parties have agreed to impose on the Parties' Tracts certain restrictions and obligations set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the easements, covenants, restrictions and encumbrances contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Parties hereby agrees as follows:

II. DEFINITIONS

2.1 "Agreed Rate" means the lesser of (i) the maximum rate allowed by law and (ii) four percent (4%) above the prime interest rate then published in the Wall Street Journal, as adjusted on the first day of each calendar year quarter.

2.2 "Legal Requirements" means all laws, codes, ordinances and governmental regulations, as applicable at any time.

2.3 "Owner" means an owner which holds record title to any portion of the Tracts. Any person or entity hereafter obtaining title to a Tract, or portion thereof, shall automatically be deemed an Owner. Those having such interest merely as security for the performance of an obligation are not included as Owners.

2.4 "Tracts" mean the real property tracts described on Exhibit A hereto, and depicted on the Site Plan. A specific reference to one of the Tracts herein is referred to as a "Tract."

III. GRANT OF EASEMENTS

3.1 Utility Line Easements. The Parties hereby dedicate, grant and convey, for the use and benefit of each Owner and each such Owner's Tract, perpetual, non-exclusive easement under and across the respective Tracts for the installation, operation, maintenance, repair, replacements, removal and

relocation of underground storm drainage lines, sanitary sewer pipes, water lines (collectively, "Utility Lines") to serve the facilities located on the Tracts, which easements are in the locations as more particularly shown on the Site Plan and as more particularly described in this Section 3.1, all as provided below.

(a) Water Lines and Sanitary Sewer Lines. In the locations depicted on Exhibit B-1, and legally described in attached Exhibit C, and as specifically referenced hereinafter in such depiction, SR2 shall be responsible to install underground the following improvements in easement areas to be dedicated to the public as provided later in this subsection, at the sole cost and expense of SR2: (1) extend existing potable water supply line from the SR-A Tract, through the SR2 Tract through depicted easement areas "WL1", "WL2" and "WL3", to provide the Authority Tract and SR2 Tract with direct tap on access thereto; and (2) sanitary sewer lines from Authority Tract, through the SR2 Tract as to depicted easement area "SS1" to provide the Authority Tract and the SR2 Tract with sanitary sewer drainage line extending through the SR2 Tract into drainage structures already completed and publicly dedicated pursuant to SR1 Plat; and, from the Authority Tract, through the SR2 Tract and Fuse Tract to the Rose Tract through depicted easement area "SS2" and "SS3", to provide Authority Tract, SR2 Tract, and Fuse Tract, with sanitary sewer drainage from the Authority Tract through SR2 and Fuse Tract to connect to existing sanitary sewer drainage lines publicly dedicated by the SR1 Plat. With regard to the SS3 location on the Fuse Tract, Fuse grants to SR2 and the Authority, appurtenant to the SR2 Tract and Authority Tract, and for benefit of future Owners of the SR2 Tract and Authority Tract, a permanent, nonexclusive easement to construct and maintain, repair and replace an underground sanitary sewage drain line. Reciprocally, SR2 grants Fuse a permanent easement to construct and maintain sanitary sewer drain line depicted as SS2 lying west of the Fuse Tract. In the location on the Authority Tract as depicted on Exhibit B-1 as "UE1" and legally described in Exhibit C, Authority grants to SR2 the right to construct and install wiring and conduit for Utility Lines and/or conduit only, and for installing electrical services, cable television and data, telephone lines to provide such services to the SR2 Tract. Notwithstanding the foregoing, the Owner of the Authority Tract shall have the right to construct and install only sidewalks, curbs, paving and similar structures, and maintain, repair and replace the same, over such easement areas specified above, and to construct said Utility Lines in the event that SR2 fails to complete such installations on or before one hundred eighty (180) days after the Effective Date. In addition, Authority grants to SR2 Tract a temporary construction easement only for the purposes of extending underground stub outs for future use of Authority, which easement areas are depicted on Exhibit B-1 and designated as, (i) "UE2" and "UE3" for the water line; (ii) "UE2" and "UE4" for sanitary sewer line, and (iii) "UE2" and "UE4" for general wired utility services. In the event that Authority is ready to pave and curb over any sections of UE2, UE3, or UE4 area, and if SR2 has not already installed the conduit necessary for use by SR2 development, Authority may only proceed with such paving and curbing installations after providing SR2 written notice a minimum ten (10) business days prior to the start thereof, and afford such reasonable period for SR2 to complete the laying of all needed conduit and service piping within the applicable easement areas. Upon the completion of the construction of such Utility Lines on the Authority Tract, the temporary construction easement granted above shall automatically expire. Notwithstanding the identity of the performer of such Utility Work hereinbefore described, upon completion thereof, SR-A, SR2 and Authority, and Fuse as Owners of Tracts respectively burdened by such afore described easements, as applicable to specific sections of such Utility Lines, shall execute all necessary documentation reasonably required for the acceptance by the City, of the public dedication of each of the easement areas and line installations therein to the public. SR-A shall obtain such survey or engineering information required by the City for its acceptance of the public dedication. If such Utility Work is completed by party other than SR2, SR2 shall promptly (no later than twenty (20) days following SR2's receipt of the reasonable documentation

therefor) reimburse the completing Parties or Party to the full extent of the costs and expenses incurred by each completing Parties or Party.

(b) Private Storm Water Drainage Lines.

(1) SR-A grants to SR2 an easement in perpetuity, and exclusively, for the purposes of installing, maintaining and repairing as needed a storm water drainage line connecting through the SR-A Tract to the underground detention facility located on the SR2 Tract which line crosses through the SR-A Tract in the location depicted as “SD-1” on Exhibit B, and which is legally described in Exhibit C. Additionally, SR-A grants to SR2 an easement in perpetuity for the purpose of installing, maintaining and repairing as needed an underground storm water drainage line connecting the underground water detention facility on the SR2 Tract across the SR-A Tract in the location depicted as “SD-2” on Exhibit B, and which is legally described, respectively, in Exhibit C, which will provide storm water flow continuation through SR2 Tract to the junction box connecting to the private storm water drainage system already existing in the location as depicted on the SR1 Plat, the use of which shall be governed by the terms of Section 3.2 herein.

(2) SR-A, SR2 and Fuse hereby grant to Authority, and successors in interest, as an appurtenance to the Authority Tract, an easement in perpetuity, and exclusively, for the purposes of installing, maintaining, repairing and replacing as needed a storm water drainage line connecting an underground detention facility on Authority Tract across underground through SR2 Tract, Fuse Tract and SR-A Tract to connect to the junction box on the SR2 Tract which connects to the private storm water drainage system already existing in the location as depicted on the SR1 Plat, the use of which shall be governed by the terms of Section 3.2 herein, and which line shall be installed in the location(s) depicted (and respectively burdening Tracts) as “SD2” (SR-A Tract) , “SD-3” (SR2 Tract), “SD4” (SR2 Tract) and “SD5”(Fuse Tract) on Exhibit B-2 attached hereto, and which are legally described in Exhibit C attached hereto. The Owner of the Authority Tract shall be responsible for all the costs and expense of operation, maintenance, repair and replacement of this foregoing described storm drainage line, however. SR2 shall initially construct such storm drainage line on behalf of Authority pursuant to a separate agreement.

(3) Fuse grants to SR2 a non- exclusive easement crossing the Fuse Tract to construct, and maintain a storm drain line providing storm water drain conduit from SR2 Tract east of Fuse Tract through Fuse Tract to detention area “UG2”, located as depicted “SD6” on Exhibit B-2. SR2 and Fuse shall jointly in common be entitled to use such line for storm drainage off the Fuse Tract. SR2 shall construct such line in accordance with the terms of a separate agreement.

(4) SR2 grants to Fuse a permanent easement to construct and maintain a storm water drainage line connecting to “SD6” to UG2, located as depicted “SD7” on Exhibit B-2, provided however, SR2 shall construct such line in accordance with the terms of a separate agreement.

(5) For the future benefit of future Owners of the SR2 Tract, SR2 shall also construct additional storm drain lines located north and east of SD1, south of SD3, south of SD7, and east of SD6, as part of the construction of all hereinbefore legally described storm drain lines that are required among the Parties to this Agreement, the locations of which through exact legal descriptions shall be formalized as part of the finalization of the plat of the SR2, Fuse and Authority Tracts, once all infrastructure improvements necessary to construct and use buildings suitable for occupancy are completed, and which shall be governed by the provisions of Section 3.2 herein.

3.2 Storm Water Detention System. Each of the Owners of a drain field of lower elevation than the drain fields on other Tracts grants and conveys to the other Owners, as an appurtenance to and their respective Tracts, of drain fields of higher elevation a perpetual, non-exclusive easement for the construction, operation, maintenance, repair and replacement of the underground storm water system and underground detention facilities which are located on the Tracts as more particularly shown on the Site Plan, and the SR1 Plat to keep all storm water drainage directed through the underground detention facilities designed for such tracts. Such maintenance shall include, without limitation, repairing and replacing paving; keeping storm water detention and drainage channels thereon and therein clear of debris and other obstructions to normal storm water flow, subject to allocation of responsibilities as herein set forth. Each Owner of a tract containing a detention facility shall be responsible for all the costs of maintaining, repairing, replacing and cleaning such facility on such Owner's Tract, except as may lawfully assigned by separate agreements by multiple Tract Owners having a common detention facility. Any storm water drain line lying within the Tract of an Owner not benefitted by such line shall be maintained, repaired and replaced solely at the responsibility and cost of the Owner whose Tract is thereby benefitted.

3.3 Defaulting Owner; Self-Help. If the Owner of any Tract subject to this Agreement shall fail to meet its maintenance, repair or replacement obligations contained herein (a "Defaulting Owner"), or to otherwise fail to maintain, repair or replace the storm water detention system on its Tract in good condition and in compliance with all Legal Requirements of applicable governmental authorities, any other Owner shall have the right, but not the obligation, to enter the Defaulting Owner's Tract following a minimum of thirty (30) days' prior written notice to the Defaulting Owner and perform such maintenance, repairs and replacements, the reasonable, out-of-pocket cost of which shall be reimbursed by the Defaulting Owner. Any such unpaid amounts, together with interest thereon at the Agreed Rate and the costs of collection (if any), shall be charged as a continuing lien against the Defaulting Owner's Tract. The lien provided in this Agreement shall be subordinated to the lien of any bona fide security interest or instrument (including but not limited to any mortgage, deed of trust or any sale and leaseback arrangement) previously granted by the Defaulting Owner (or a refinancing thereof); provided, however, that such subordination shall apply only to amounts which have become due and payable to the other Owner(s) prior to a sale or transfer of such land pursuant to or in lieu of foreclosure by the holder of such security interest. The sale or transfer of the Defaulting Owner's Tract shall not release such Tract from the lien for any amounts thereafter becoming due hereunder. Any Owner of any Tract which exercises self-help rights granted herein to such Owner to enter upon the land of another Owner's Tract shall: (i) comply with all laws and Legal Requirements governing the completion of any work to be performed by such Owner; (ii) maintain at its sole expense, during the period all incursive activities, insurance coverage in which the burdened land Owner is carried as an additional insured, which during the term of coverage consists of commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, per occurrence; (iii) complete all Utility Work using proper techniques and materials to be considered workmen-like and free of mechanics and materialmens liens; and (iv) assign any construction warranties to the burdened Tract Owner. The provisions of this Section 3.3 are in addition to all other rights and remedies permitted in this Agreement.

3.4 Liability Limitation. No Owner shall be liable to the other Owner or its tenants for any inconvenience, annoyance, disturbance, or loss of business to the other or its tenants arising out of and during the performance of any construction, maintenance, replacement or repair work permitted hereunder (unless occasioned by the negligence of any Owner). All Owners shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance, or loss of business to the minimum

reasonably required by the work in question, and shall conduct any work permitted hereunder during non-business hours whenever possible.

3.5 Eminent Domain. In the event the whole or any part of any Tract shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Tract so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Tract which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land and any improvements being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Tract taken. In the event of a partial Taking, the Owner of the portion of the Tract so taken shall restore the improvements located on the easement areas granted herein as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner.

3.6 Construction Activity. Each Owner (each, a "Constructing Owner") shall pay all reasonable costs and expenses incurred by any other Owner due to damage to such other Owner's Tract arising from or related to such Constructing Owner's construction, installation, maintenance, repair, and replacement (collectively, "Construction Activity") within any area located on such other Owner's Tract as established under this Agreement. Each Constructing Owner shall minimize the obstruction or the free flow of vehicular traffic upon and across such easements and the other Owner's Tract during any period of Construction Activity. During such period of Construction Activity, Constructing Owner shall cause the easement areas and the Tracts of any other Owner to be maintained reasonably free of materials and supplies arising out of or resulting from such Constructing Owner's Construction Activity and otherwise in a reasonably neat and orderly condition due to such Constructing Owner's Construction Activity. Any vehicle or equipment used in such Construction Activity or any materials used in such construction shall be parked or stored only in an area approved by the Owner of the Tract upon which the Construction Activity is being conducted. Subject to limitations imposed by the laws of the State of Oklahoma, Each Constructing Owner agrees to defend, indemnify and hold harmless each other Owner and its tenants and occupants from and against any and all loss, cost, damage, liability, claim or expense (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to such Constructing Owner's Construction Activity. All Construction Activity shall be performed in a lien-free manner, in accordance with all Legal Requirements. No Constructing Owner shall permit or suffer any mechanic's or materialmen's liens claims to be filed or otherwise asserted against any other Owner's Tract in connection with such Constructing Owner's Construction Activity, and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof, or in the event such Constructing Owner in good faith desires to contest the validity or amount of any such lien, such Constructing Owner shall have the right to contest the validity or amount of any such lien, provided that (i) such Constructing Owner deposits with the Owner of the Tract affected by such lien cash, a letter of credit, an endorsement to such affected Tract Owner's (and its lender's) policy(ies) of title insurance insuring against loss or damages sustained by reason of such mechanic's lien in form and substance reasonably acceptable to such affected Tract Owner (and its lender), or other security reasonably acceptable to such affected Tract Owner in an amount equal to one hundred fifty percent (150%) of the amount of said lien to insure payment and prevent any sale or forfeiture of any part of the affected Tract by reason of nonpayment; (ii) neither the affected Tract nor any part thereof or interest therein would be in any substantial danger of being sold, forfeited, or lost, (iii) such affected Tract Owner would not be in any substantial danger of any civil or criminal liability for failure to comply therewith; and (iv) such

Constructing Owner promptly notifies such affected Tract Owner, in writing, of such contest. Any such contest shall be prosecuted with due diligence and such Constructing Owner shall promptly after the final determination thereof pay the amount of any such lien, together with all interest, penalties and other costs payable in connection therewith. Any such letter of credit deposited hereunder shall be issued by a national bank reasonably acceptable to such affected Tract Owner. Each Constructing Owner and its respective contractors and subcontractors shall be solely responsible for the transportation, safekeeping and storage of materials and equipment used in connection with such Constructing Owner's Construction Activity, and for the removal of waste and debris resulting therefrom. In the event any Constructing Owner's construction operations detrimentally affect the condition of any portion of any other Owner's Tract, such Constructing Owner shall promptly restore the other Owner's Tract, or part thereof, to its condition existing prior to commencement of such Constructing Owner's Construction Activity, including without limitation, any filling and compacting of all excavations, repaving of paved areas and replacement of landscaping. No such Construction Activity shall result in a labor dispute or encourage labor disharmony.

IV. GENERAL PROVISIONS

4.1 No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of any Tract except as specifically permitted hereunder. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

4.2 Notice. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the party to whom notice is given; (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified; or (c) one (1) business day after being deposited with a nationally recognized overnight courier. Any party may change its address for notices by giving five (5) days' advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses are:

<p><u>If to Sooner-A:</u> Sooner Rose-A LLC. c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p>	
<p><u>If to Authority:</u> Midwest City Memorial Hospital Authority 100 North Midwest Blvd, Midwest City, Oklahoma, 73110</p>	<p>With copies to:</p>
<p><u>If to SR-HL</u> SR-HL LLC c/o Sooner Investment Realty, Inc.</p>	

<p>2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p><u>If to Rose</u> Sooner Rose LLC c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p><u>If to SR2</u> <u>SR2 DEV LLC</u> c/o Sooner Investment Realty, Inc. 2301 West I-44 Service Road, Suite 100 Oklahoma City, Oklahoma 73112 Attention: <u>Bob Stearns, President</u></p> <p>If to Fuse</p> <hr/> <p><u>If to Fuse</u> <u>Platinum Hospitality LLC</u> <u>c/o Bing Lu</u> 17721 Ptarmigan Lane, Edmond, OK 73012 Fax _____ Tel 405.361.2589</p>	
--	--

4.3 Breach. In the event of a breach or threatened breach of this Agreement, by an Owner, or any occupant on such Owner's Tract, the other Owners affected or damaged as a result of such breach shall have all rights and remedies available at law or equity, including being entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach (or to otherwise avail themselves of the other remedies contained in this Agreement). The unsuccessful party or parties in any action shall pay to the prevailing party or parties a reasonable sum for attorneys' fees, costs and expenses which shall be deemed to have accrued on the date such action was filed. It is expressly agreed that no breach of this Agreement will entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, all other rights or remedies which the parties may have by reason of any breach of this Agreement. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement will not defeat or render invalid the lien of any mortgage or deed of trust, made in good faith and for value, but such term, condition, covenant, or restriction will be binding on and effective against any of the Owners whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by all Owners in the same manner as required by this document.

4.5 Covenants Running with the Land. The easements hereby created do not constitute a conveyance of fee title, but this Agreement establishes easements, rights, covenants and obligations which constitute covenants running with the land and the title to the Tracts; whether such Tracts are owned by a subsequent Owner or Owners, and whether such Tracts are owned by the same Owner or different Owners.

4.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

4.7 Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes. Notwithstanding anything to the contrary in this Agreement, upon an Owner's sale of all of its Tract, such Owner shall be released from all unaccrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. Subject to the other provisions hereto, this Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

4.8 Usage. The singular number includes the plural and the masculine gender includes the feminine and neuter.

4.9 No Merger. It is expressly understood and agreed that the parties hereto do not intend that there be, and there shall in no event be, a merger of the dominant and servient tenements in the Tract by virtue of the present or future ownership of any portion of said tenements being vested in the same person(s) or entity, but instead intend that the easement servitudes shall not be extinguished thereby and that said dominant and servient tenements be kept separate.

4.10 Estoppel Certificates. Any Owner or ground lessee of any portion of a Tract (or any mortgagee holding a first lien security interest in any portion of a Tract) may, at any time and from time to time, in connection with the leasing, sale or transfer of its property, or in connection with the financing or refinancing of its property by any bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver a written notice to any other Owner requesting such Owner to execute a certificate certifying that, to the best of such Owner's knowledge, (i) the Owner or ground lessee requesting such certificate is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and amount or degree of such default and (ii) such other information regarding the status of the obligations under this Agreement as may be reasonably requested. An Owner shall execute and return such certificate within fifteen (15) days following its receipt of a request therefore.

4.11 Counterparts; Multiple Originals. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

4.12 Duration, Modification and Cancellation. The covenants, conditions, and restrictions of this Agreement shall run with and bind the Tracts for a period of forty-one (41) years, after which time they shall extend for successive periods of ten (10) years each unless terminated by the Owners. This Agreement (including exhibits) may be modified or terminated or cancelled only by written agreement signed by all the Owners, which instrument shall be recorded in the real estate records for the county in which the Tracts are located. Any construction easement which has been created by this Agreement shall

be released by the holder thereof, upon request of the Owner whose Tract has been thereupon burdened, once the necessity for such easement has ended, which requests shall not be unreasonably delayed or withheld.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature Page Follows)

“SR-HL”

SR-HL LLC, an Oklahoma limited liability company

By its Manager, SOONER ROSE LLC.,
an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, as manager on behalf SR-HL LLC, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“SR-A”

SOONER ROSE-A LLC, an Oklahoma limited liability company

By its Manager, SOONER ROSE LLC,
an Oklahoma limited liability company

By: _____
Name: Bob Stearns
Title: Manager
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, as manager on behalf SOONER ROSE-A LLC, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

“SR2”

SR2 DEV LLC, an Oklahoma limited liability company,
By SOONER INVESTMENT GROUP, INC, an
Oklahoma corporation, Manager

By: _____
Name: Bob Stearns
Title: Vice-President
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ___ day of _____, 2017, by Bob Stearns, as Vice President of SOONER INVESTMENT GROUP, INC, the Manager of SR2 DEV LLC, on behalf of said company.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

“ROSE”

SOONER ROSE LLC, an Oklahoma limited liability company

By: _____

Name: Bob Stearns

Title: Manager

Date: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bob Stearns, as Manager of SOONER ROSE LLC., an Oklahoma limited liability company, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“FUSE”

Platinum Hospitality LLC, an
Oklahoma limited liability company.

By: _____
Name: Bing Lu
Title: Manager
Date: _____

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Bing Lu, as Manager of Platinum Hospitality LLC, an Oklahoma limited liability company, on behalf of said company.

My Commission Expires: _____

My Commission No: _____

Notary Public, State of _____

[NOTARIAL SEAL]

“AUTHORITY”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

By _____
Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, Secretary

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Jay Dee Collins, as Chairman of Midwest City Memorial Hospital Authority, a public trust on behalf of said trust.

My Commission Expires: _____
My Commission No: _____

Notary Public, State of _____
[NOTARIAL SEAL]

JOINDER OF ADDITIONAL PARTIES

The undersigned Lienholder, **BancFirst**, joins herein for the sole purpose of subordinating the liens it holds on any portion of the TRACTS described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

BancFirst

By: _____
Name: Patrick Lippmann
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that Patrick Lippmann, the _____ of **BancFirst**, a bank chartered by the State of Oklahoma, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2016.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

The undersigned Lienholder, First State Bank, joins herein for the sole purpose of subordinating the liens it holds on any portion of the Development AREA described herein to the covenants, conditions, restrictions and other matters imposed under the foregoing AGREEMENT.

LIENHOLDER:

First State Bank

By: _____
Name: _____
Title: _____

THE STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

I, _____, the undersigned Notary Public for the said County and State, do hereby certify that _____, the _____ of First State Bank, a bank chartered by the _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this ____ day of _____, 2017.

(Signature of Officer)

Notary Expires: _____ [Notary Seal]

RATIFICATION BY TENANT IN POSSESSION

The undersigned, a tenant under a lease agreement, **HOBBY LOBBY STORES, INC. an Oklahoma corporation** ("Tenant") joins herein for the sole purpose of ratifying the terms, covenants, and restrictions that have effect upon the Lease tenancy that said tenant holds on any portion of the lands described herein and other matters imposed under the foregoing AGREEMENT.

TENANT:

Hobby Lobby Stores, Inc.

By: _____

Randy Childers, Vice President

Date

Tenant Acknowledgement

SS:

Oklahoma County)

State of Oklahoma)

This Ratification was acknowledged before me on this ___ day of _____, 20___, by Randy Childers in his capacity of as Vice President of Hobby Lobby Stores, Inc.

Notary Public (seal)

My Commission No. _____

My Commission Expires: _____

RATIFICATION BY TENANT IN POSSESSION

The undersigned, a tenant under a lease agreement, ACADEMY LTD, a Texas Limited Partnership,, joins herein for the sole purpose of ratifying the terms, covenants, and restrictions that have effect upon the Lease tenancy that said tenant holds on any portion of the lands described herein and other matters imposed under the foregoing AGREEMENT.

TENANT:

ACADEMY, LTD., a Texas limited partnership

By: Academy Managing Co., L.L.C., a Texas limited liability company, its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, _____ of Academy Managing Co., L.L.C., a Texas limited liability company, general partner of Academy, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Notary Public, State of Texas

My Commission Expires: _____

My Commission No. _____

EXHIBIT A

**LEGAL DESCRIPTION OF SR-HL TRACT
LEGAL DESCRIPTION OF ROSE TRACTS**

LEGAL DESCRIPTION OF SR-A TRACT

LEGAL DESCRIPTION OF SR2 TRACT (w/o Fuse)

LEGAL DESCRIPTION OF FUSE TRACT

LEGAL DESCRIPTION OF AUTHORITY TRACT.

EXHIBIT B

– OVERALL SITE PLAN SR-A, SR-HL, ROSE, SR2, FUSE, AUTHORITY (Existing development storm drainage and utilities on SR1 area; proposed center driveway and Outparcel Service Driveway, proposed sanitary sewer, proposed water lines, proposed Storm Water System and Detention)

EXHIBIT B-1 – Water and Sanitary Sewer depictions for SR2, Fuse and Authority

EXHIBIT B-2 – Storm Water System overall, DEPICTING each easement section of legally described SD1-, SD2, SD3 SD4, SD5, SD6, SD7

EXHIBIT C

– Legal descriptions of each respective section of WL1-SS1, WL2, WL3, SS2, SS3

- Legal description of each respective section of SD1, SD2, SD3. SD4, SD5, SD6, SD7

-Legal Description of UE1, UE2, UE3, UE4, construction easements only

EXHIBIT A

LEGAL DESCRIPTION OF SR-HL TRACT

All of Lot One (1), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk.

LEGAL DESCRIPTION OF ROSE TRACTS

All of Lots Four (4) and Five (5), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk.

LEGAL DESCRIPTION OF SR-A TRACT

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, and containing within its bounds a part of Lot One (1), in Block One (1), of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot One (1), said point being on the northerly line of said plat of SOONER ROSE ADDITION;

THENCE North 89°24'49" East, along the north line of said Lot One (1), and parallel with the south line of said Southwest Quarter, a distance of 435.22 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 331.70 feet to a point on a southerly line of said Lot One (1);

THENCE North 89°24'49" East, along said southerly line, and parallel with the south line of said Southwest Quarter, a distance of 89.06 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 289.80 feet;

THENCE South 88°39'22" West a distance of 85.59 feet to a point on the east line of said Lot One (1);

THENCE South 01°20'38" East, along said easterly line of Lot One (1) and parallel with the west line of said Southwest Quarter, a distance of 19.07 feet to a southeasterly corner of said Lot One (1);

THENCE South 89°24'49" West, along a southerly line of said Lot One (1) and parallel with the south line of said Southwest Quarter, a distance of 145.21 feet to a corner of said Lot One (1);

THENCE South 01°20'38" East, along the most southerly east line of said Lot One (1), a distance of 300.00 feet to a point 50.00 feet north of the south line of said Southwest Quarter also being the most southerly southeast corner of said Lot One (1);

THENCE South 89°24'49" West, along the south line of said Lot One (1) and parallel with said south line of the Southwest Quarter, a distance of 44.27 feet;

THENCE North 00°35'11" West, along the west line of said Lot One (1), a distance of 20.00 feet;

THENCE North 88°39'22" East, along a line of said Lot One (1), a distance of 12.00 feet;

THENCE North 01°20'38" West, along the west line of said Lot One (1) and parallel with the west line of said Southwest Quarter, a distance of 279.84 feet to a corner of said Lot One (1);

THENCE South 89°24'49" West, along a southerly line of said Lot One (1) and parallel with the south line of said Southwest Quarter, a distance of 71.48 feet to a southwesterly corner of said Lot One (1);

THENCE North 01°20'38" West, along the west line of said Lot One (1), a distance of 178.29 feet;
THENCE South 88°39'22" West, along a line of said Lot One (1), a distance of 20.22 feet;
THENCE North 01°20'38" West, along the west line of said Lot One (1), a distance of 160.36 feet
THENCE North 90°00'00" East, along a line of said Lot One (1) a distance of 1.24 feet;
THENCE North 00°00'00" East along the west line of said Lot One (1), a distance of 303.31 feet to the POINT OF BEGINNING.
TLH 07.15.17 Revised 07.24.17

**LEGAL DESCRIPTION
SR2 TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;
THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 593.83 feet to a point of intersection with the extended east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk, said point being the POINT OF BEGINNING;
THENCE North 01°20'38" West, along said extended line and the actual east line of said Lot 5, a distance of 369.08 feet;
THENCE North 88°39'22" East a distance of 85.59 feet;
THENCE North 01°20'38" West a distance of 289.80 feet;
THENCE North 89°24'49" East a distance of 89.06 feet;
THENCE North 01°20'38" West a distance of 331.70 feet;
THENCE North 89°24'49" East a distance of 139.18 feet;
THENCE North 33°10'23" East a distance of 93.82 feet;
THENCE North 89°24'49" East a distance of 130.63 feet;
THENCE North 01°20'38" West a distance of 250.29 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94;
THENCE North 89°24'49" East , along said centerline and parallel with the south line of said Southwest Quarter, a distance of 200.00 feet;
THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet;
THENCE South 00°35'11" East, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet to a point on the south line of said Southwest Quarter;
THENCE South 89°24'49" West, along said south line, a distance of 154.19 feet;
THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 376.23 feet;
THENCE North 88°39'22" East a distance of 8.21 feet;
THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 98.51 feet;
THENCE South 88°39'22" West a distance of 229.16 feet;
THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 471.85 feet to a point on the south line of said Southwest Quarter;
THENCE South 89°24'49" West, along said south line, a distance of 323.48 feet to the POINT OF BEGINNING.
Said tract of land containing 581,975 square feet or 13.3603 acres, more or less.

**LEGAL DESCRIPTION
OF FUSE TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 917.31 feet to the POINT OF BEGINNING;

THENCE North 01°20'38" West a distance of 471.84 feet;

THENCE North 88°39'22" East a distance of 229.16 feet;

THENCE South 00°35'11" East a distance of 98.51 feet;

THENCE South 88°39'22" West a distance of 8.21 feet;

THENCE South 00°35'11" East a distance of 376.22 feet to a point on the South line of said Southwest Quarter;

THENCE South 89°24'49" West, along the South line of said Southwest Quarter, a distance of 214.69 feet to the POINT OF BEGINNING

TLH 07.15.17 Revised 07.24.17

**LEGAL DESCRIPTION
OF AUTHORITY TRACT**

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

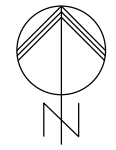
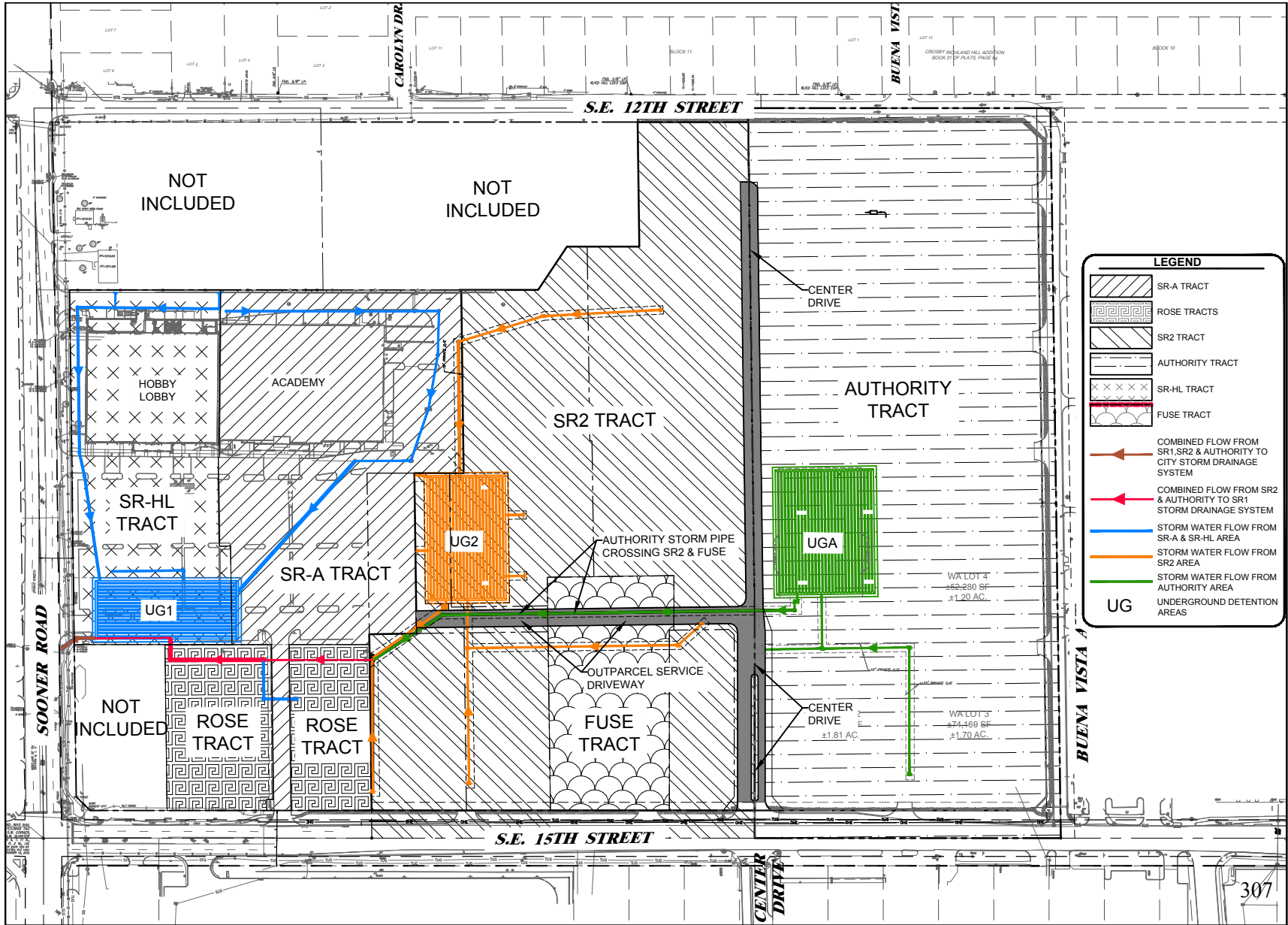
THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the east line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the south line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 553.73 feet to the POINT OF BEGINNING.

The basis of bearings for the above legal descriptions is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

TLH 07.15.17 Revised 07.24.17



NOT TO SCALE

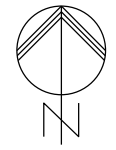
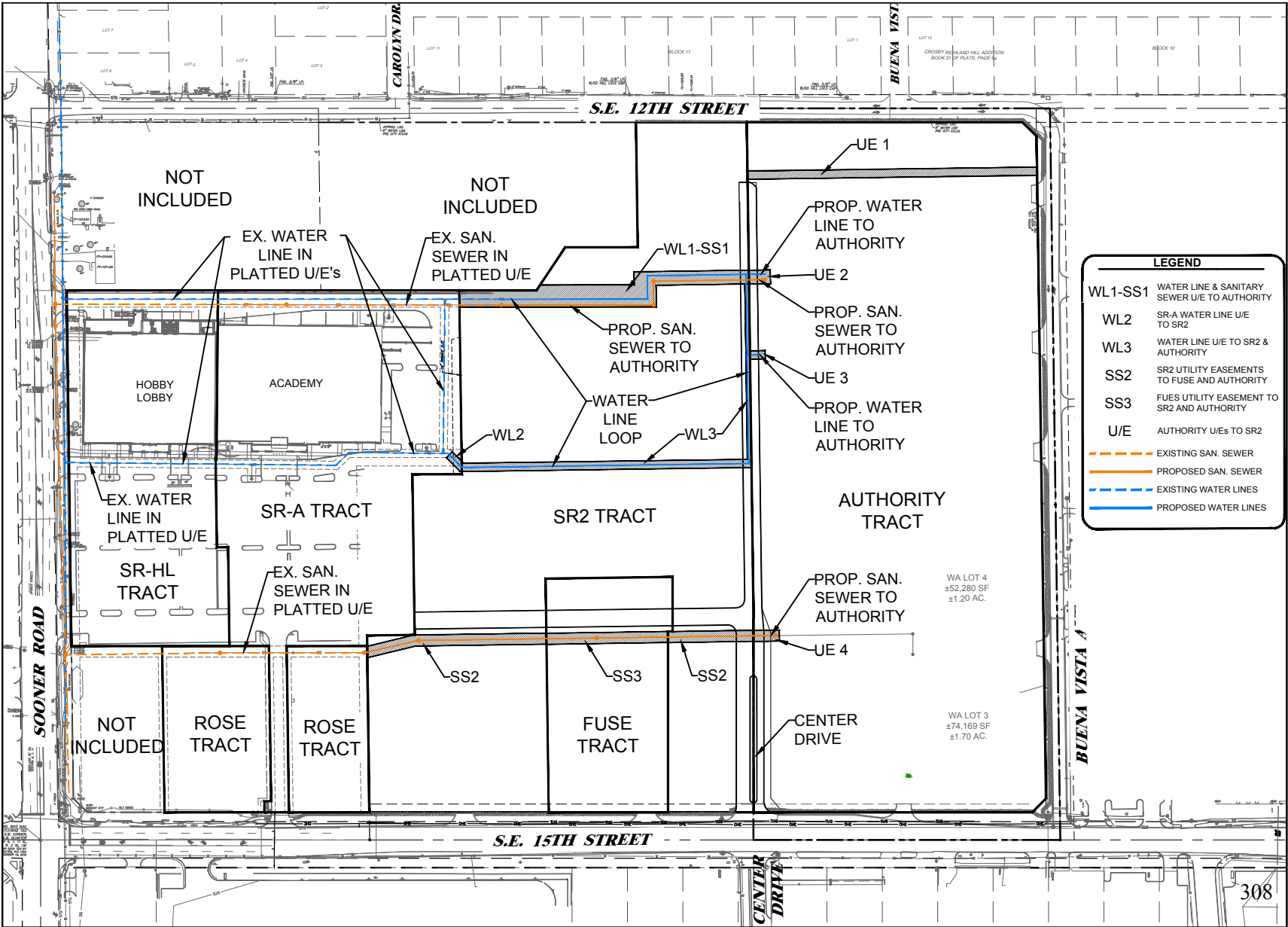
**SITE PLAN
EXHIBIT B**

**STORM WATER DRAINAGE &
UTILITY EASEMENT AGREEMENT
SOONER ROSE PHASE 2
MIDWEST CITY, OK**

LEGEND

	SR-A TRACT
	ROSE TRACTS
	SR2 TRACT
	AUTHORITY TRACT
	SR-HL TRACT
	FUSE TRACT
	COMBINED FLOW FROM SR1, SR2 & AUTHORITY TO CITY STORM DRAINAGE SYSTEM
	COMBINED FLOW FROM SR2 & AUTHORITY TO SR1 STORM DRAINAGE SYSTEM
	STORM WATER FLOW FROM SR-A & SR-HL AREA
	STORM WATER FLOW FROM SR2 AREA
	STORM WATER FLOW FROM AUTHORITY AREA
	UNDERGROUND DETENTION AREAS

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



NOT TO SCALE

WATER & SAN. SEWER SYSTEMS EXHIBIT B-1

LEGEND	
WL1-SS1	WATER LINE & SANITARY SEWER U/E TO AUTHORITY
WL2	SR-A WATER LINE U/E TO SR2
WL3	WATER LINE U/E TO SR2 & AUTHORITY
SS2	SR2 UTILITY EASEMENTS TO FUSE AND AUTHORITY
SS3	FUSE UTILITY EASEMENT TO SR2 AND AUTHORITY
U/E	AUTHORITY U/Es TO SR2
	EXISTING SAN. SEWER
	PROPOSED SAN. SEWER
	EXISTING WATER LINES
	PROPOSED WATER LINES

STORM WATER DRAINAGE & UTILITY EASEMENT AGREEMENT SOONER ROSE PHASE 2 MIDWEST CITY, OK

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

SD 4 (PART A) STORM DRAINAGE EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 593.83 feet to a point of intersection with the extended east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma according to the plat thereof recorded in Book 75 of Plats at Page 12;

THENCE North 01°20'38" West, along said extended line, the actual east line of said Lot 5 and east line of Lot 1 of said SOONER ROSE ADDITION, a distance of 369.07 feet;

THENCE North 88°39'22" East a distance of 85.59 feet to the POINT OF BEGINNING;

THENCE North 01°20'38" West a distance of 21.31 feet;

THENCE North 54°29'38" East a distance of 53.42 feet;

THENCE North 88°39'22" East a distance of 15.00 feet;

THENCE South 01°10'22" East a distance of 10.63 feet;

THENCE North 88°39'22" East a distance of 178.68 feet;

THENCE South 01°20'38" East a distance of 15.00 feet;

THENCE South 88°39'22" West a distance of 195.81 feet;

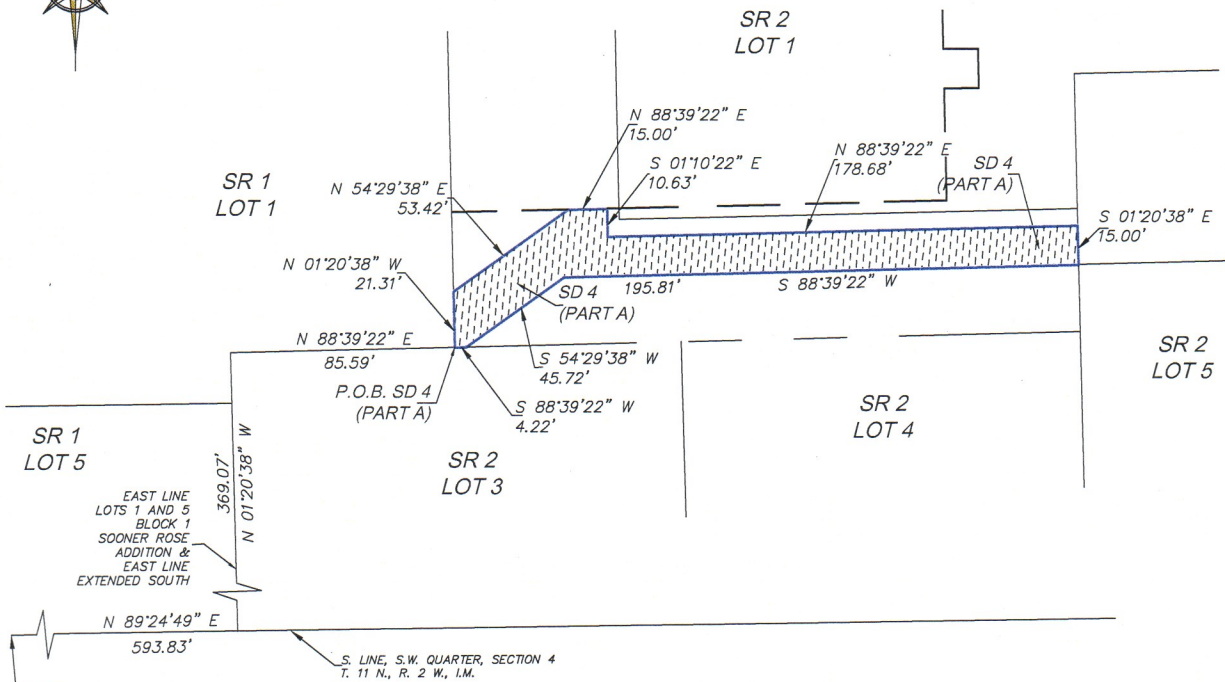
THENCE South 54°29'38" West a distance of 45.72 feet;

THENCE South 88°39'22" West a distance of 4.22 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 4,128 square feet or 0.0948 acres, more or less.



SD 4 (PART A) STORM DRAINAGE EASEMENT EXHIBIT



SR 1 LOT 5
EAST LINE LOTS 1 AND 5 BLOCK 1 SOONER ROSE ADDITION & EAST LINE EXTENDED SOUTH
N 01°20'38" W 369.07'

P.O.C. S.W. CORNER S.W. QUARTER, SECTION 4 T. 11 N., R. 2 W., I.M.

NOT TO SCALE



DODSON - THOMPSON - MANSFIELD, PLLC
20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-ok.com
Oklahoma City, OK 73105 Fax: 405-601-7421
Surveying - Engineering - Earthwork
CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2018

SD 7 STORM DRAINAGE EASEMENT DESCRIPTION

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North $89^{\circ}24'49''$ East, along the south line of said Southwest Quarter, a distance of 765.47 feet;

THENCE North $01^{\circ}20'38''$ West a distance of 336.34 feet to the POINT OF BEGINNING;

THENCE continuing North $01^{\circ}20'38''$ West a distance of 86.31 feet;

THENCE North $88^{\circ}49'22''$ East a distance of 15.00 feet;

THENCE South $01^{\circ}20'38''$ East a distance of 71.27 feet;

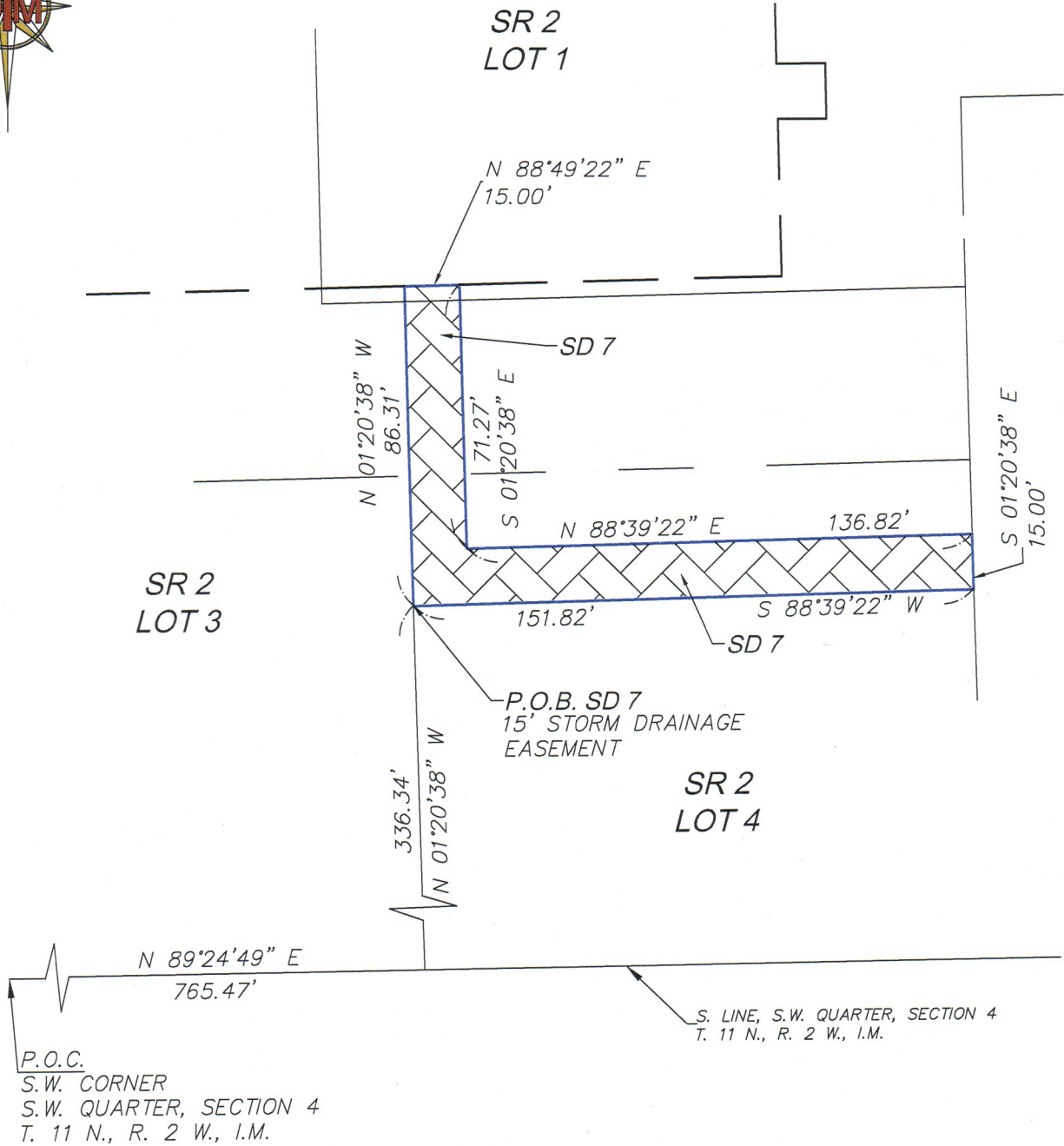
THENCE North $88^{\circ}39'22''$ East a distance of 136.82 feet;

THENCE South $01^{\circ}20'38''$ East a distance of 15.00 feet;

THENCE South $88^{\circ}39'22''$ West a distance of 151.82 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 3,347 square feet or 0.0768 acres, more or less.

SD 7 STORM DRAINAGE EASEMENT EXHIBIT



NOT TO SCALE



DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-ok.com
Oklahoma City, OK 73105 Fax: 405-601-7421

Surveying - Engineering - Earthwork

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2018



DISCUSSION ITEM





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Susan Eads
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: August 8, 2017

SUBJECT: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Sara Hancock

Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





UTILITIES AUTHORITY
AGENDA



MIDWEST CITY UTILITIES AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

August 08, 2017 - 7:03 PM

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
 - 1. Discussion and consideration of approving the minutes of the special meetings of July 25, 2017, as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Utilities Authority Fund, expenses/Economic (87) \$581,365. (Finance - C. Barron)
 - 3. Discussion and consideration of approving an Operating Agreement with the Arkansas – Oklahoma Railroad Company for Soldier Creek Industrial Park. (Economic Development - R. Coleman)
- C. ADJOURNMENT.



CONSENT AGENDA



Notice of this special Midwest City Utilities Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting and copies of the agenda were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE SPECIAL MIDWEST CITY
UTILITIES AUTHORITY STAFF BRIEFING MEETING**

July 25, 2017 – 6:00 p.m.

This special meeting was held in the Midwest City Council conference room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 6:50 p.m. with the following members present: Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and the Secretary, Sara Hancock. Absent: Susan Eads.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Utilities Authority agenda for July 25, 2017. The Trustees had no questions for Staff.

Chairman Dukes closed the meeting at 6:50 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of this special Midwest City Utilities Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting and copies of the agenda were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE SPECIAL MIDWEST CITY
UTILITIES AUTHORITY MEETING**

July 25, 2017 – 7:03 p.m.

This special meeting was held in the Midwest City Council Chambers of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:27 p.m. with the following members present: Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and the Secretary, Sara Hancock. Absent: Susan Eads.

Consent Agenda.

Dawkins made a motion to approve the consent agenda, as submitted, seconded by Allen.

1. Discussion and consideration of approving the minutes of the special meetings of June 13, 2017, as submitted.
2. Discussion and consideration of passing and approving Resolution 2017-02 for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2017 to be made available for fiscal year 2017-2018; amending the budget for fiscal year 2017-2018 to include the released appropriations from the fiscal year 2016-2017 budget as supplemental appropriations; and, effective July 1, 2017, renewing encumbrance commitments canceled at the close of day June 30, 2017.

Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Eads. Motion carried.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 7:28 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Utilities Authority

FROM: Christy Barron, Finance Director

DATE: August 8, 2017

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Utilities Authority Fund, expenses/Economic (87) \$581,365.

The supplement is needed to roll forward remaining capital outlay budget from fiscal year 2016-2017 to current fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

August 8, 2017

Fund UTILITIES AUTHORITY (193)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
87	Economic			581,365	
		<u>0</u>	<u>0</u>	<u>581,365</u>	<u>0</u>

Explanation:
To roll remaining capital outlay budgets forward from fiscal year 2016-2017 to current fiscal year. Funding to come from fund balance.

Capital Outlay Project Balances

Project	Project Description	Account Number	Department Description	Roll
871001	SOLDIER CRK INDUST PARK	193-8710-433.40-05	ECONOMIC	\$2,940
871001	SOLDIER CRK INDUST PARK	193-8710-433.40-06	ECONOMIC	\$578,425
TOTAL				<u>\$581,365</u>



Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218
rcoleman@MidwestCityOK.org

MEMORANDUM

TO: Chairman Dukes and Utilities Authority Trustees

FROM: Robert Coleman, Director of Economic Development

DATE: August 8, 2017

SUBJECT: Discussion and consideration of approving an Operating Agreement with the Arkansas – Oklahoma Railroad Company for Soldier Creek Industrial Park.

The attached agreement governs usage and responsibilities between the Authority and the Arkansas – Oklahoma Railroad Co. (“AOK”) the proposed railroad switch and spur to service the Soldier Creek Industrial Park (“SCIP”).

The agreement provides the Authority’s obligations as follows:

- Permitting, construction and operation of switch and industry track.
- Maintain clear space between the tracks and any potential obstructions.
- Continue our self-insurance liability coverage of \$250,000 with a stop loss of \$1 million aggregate limit including bodily injury and property damage.
- Notify any potential conditions that may interfere or endanger AOK operations.
- To indemnify AOK from operational liabilities.

The agreement is valid for one year and automatically renews and allows the Authority or AOK can opt out with sixty days advance notice.

We are currently in discussion with two prospects that have an interest in SCIP. Both would utilize rail service if it were available; however, we will not move forward with bidding the rail switch construction or the spur until a development agreement is ready for consideration.

Staff recommends approval.

Robert B. Coleman
Director of Economic Development

Attachment: Agreement
SCIP Preliminary Plat

ARKANSAS – OKLAHOMA RAILROAD COMPANY
OPERATING AGREEMENT

THIS AGREEMENT (“Agreement”) made as of this 8th day of August, 2017, (**Effective Date**) by and between the **ARKANSAS – OKLAHOMA RAILROAD COMPANY**, an Oklahoma corporation (“AOK”) and the **CITY OF MIDWEST CITY UTILITIES AUTHORITY**, a Title 60 Oklahoma Public Trust, (AUTHORITY).

WHEREAS, the Authority and AOK agree to enter into an Operating Agreement in which AOK will serve and operate over a portion of railroad track located in city of Midwest City, county of Oklahoma, state of Oklahoma, to serve the Soldier Creek Industrial Park, located at 7450 NE 23rd St., Midwest City, Oklahoma, operated by the Authority (“**Park**”). AOK agrees to provide such service, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **MAINTENANCE AND OPERATION**. AOK shall, at its own expense, operate, maintain, and otherwise manage the track located outside the boundaries of the Park (herein “AOK TRACK”), in accordance with the lease agreement between AOK and Union Pacific Railroad, the owner of the track located outside the boundaries of the Park. The Authority shall at its sole expense, own, manage, maintain or enable the maintenance, including all changes, repairs, or alterations of all track within the boundaries of the Park (herein “Industry Track”).
 - (a) The Authority shall be responsible for obtaining, without expense to AOK, all necessary real property rights and public authority and permission, including applicable permits, for the maintenance and operation of the track inside the Park. The Authority shall strictly comply with all laws, statutes, regulations, ordinances, orders, covenants, restrictions or decisions of any court of competent jurisdiction, including, without limitation, those pertaining to environmental matters (collectively, “Legal Requirements”) and other AOK requirements relating to the use of the Track, Facilities or Equipment. Prior to entering AOK Track, the Authority shall and shall cause its contractor(s) to comply with all of AOK’s applicable safety rules and regulations. In the event the City of Midwest City, having jurisdiction there over orders the separation of grade of the Industry Track and any street, road, highway, other rail line or the like, the Authority hereby consents to the removal and/or relocation of the Industry Track at its sole expense.
 - (b) The Authority shall not place, permit to be placed, or allow to remain, any permanent or temporary material, structure, pole, container, storage vessel, above-ground or underground tank or other obstruction within eight and one-half (8½) feet laterally from the center (nine and one-half [9½] feet on either side of the centerline of a curve in the Industry Track) or within twenty-three (23) feet vertically from the top of the rail of said Industry Track (“Minimal Clearances”), provided that if any Legal Requirement requires greater clearances from those provided for in this Section 1(b), then the Authority shall strictly comply with such Legal Requirement. The Authority shall not place or allow to be placed any freight car within two hundred fifty (250) feet of either side of any at-grade crossings on the Industry Track.
2. **TERM**. Unless earlier terminated as provided herein, this Agreement will be in force for the term of ONE (1) YEAR from its date and will automatically continue thereafter until terminated by either party giving the other sixty (60) days written notice.

3. **INDEMNITY.**

- (a) INDEMNITIES ACKNOWLEDGE THAT THE AUTHORITY'S POWERS TO CARRY OUT THE TERMS OF SECTION 3 ARE LIMITED BY OKLAHOMA LAW.
- (b) PURSUANT TO 3(A), FOR PURPOSES OF THIS AGREEMENT: (I) "**INDEMNITIES**" MEANS **AOK AND AOK'S** AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, CONTRACTORS AND AGENTS; (II) "**LIABILITIES**" MEANS ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGEMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE; AND (III) "**AUTHORITY PARTNERS**" MEANS THE AUTHORITY, OR THE AUTHORITY'S OFFICERS, AGENTS, INVITEES, LICENSEES, EMPLOYEES OR CONTRACTORS, OR ANY PARTY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANY PARTY THEY CONTROL OR EXERCISE CONTROL OVER.
- (c) PURSUANT TO 3(A), THE AUTHORITY SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY CLAIM THAT BY VIRTUE OF THE USE OF THE INDUSTRY TRACK CONTEMPLATED IN THIS AGREEMENT, UNDER CERCLA OR OTHER ENVIRONMENTAL LAWS AOK IS (I) AN "OWNER," "OPERATOR," "ARRANGER" OR "TRANSPORTER" OF THE AUTHORITY'S INDUSTRY TRACK OR PARK; (II) OTHER THAN A COMMON CARRIER WITH RESPECT TO THE INDUSTRY TRACK REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNITEE.
- (d) PURSUANT TO 3(A), IF ANY EMPLOYEE OF ANY AUTHORITY PARTNER IS AN EMPLOYEE OF ANY INDEMNITEE, THE AUTHORITY SHALL INDEMNIFY AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH CLAIM INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATED TO PROCEEDINGS UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- (e) PURSUANT TO 3(A), UPON WRITTEN NOTICE FROM AOK, THE AUTHORITY AGREES TO ASSUME THE DEFENSE OF ANY LAWSUIT OR OTHER PROCEEDING BROUGHT AGAINST ANY INDEMNITEE BY ANY ENTITY, RELATING TO ANY MATTER COVERED BY THIS AGREEMENT FOR WHICH THE AUTHORITY HAS AN OBLIGATION TO ASSUME LIABILITY FOR AND/OR SAVE AND HOLD HARMLESS ANY INDEMNITEE. THE AUTHORITY SHALL PAY ALL COSTS INCIDENTAL TO SUCH DEFENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, INVESTIGATORS' FEES, LITIGATION AND APPEAL EXPENSES, SETTLEMENT PAYMENTS AND AMOUNTS PAID IN SATISFACTION OF JUDGMENTS.
4. **INSURANCE.** For the duration of the Agreement, the Authority shall maintain its self-insured liability coverage of \$250,000 with a stop loss of \$1,000,000 aggregate limit including Bodily Injury and Property Damage.
5. **DEFAULT AND TERMINATION.** The following events shall constitute defaults hereunder: (a) creating or allowing to remain any condition, including without limitation, any condition to the physical track or surrounding environment that interferes with or endangers the operations of AOK. Upon discovery of said condition, AOK will notify the Authority in writing of the specific defect(s), after which the Authority

will then have sixty (60) days to make the necessary repair(s) to restore safe service conditions to the area(s) in question.

6. **SURVIVAL.** Neither termination nor expiration will release either party from any liability or obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year herein first under above written.

AUTHORITY:
MIDWEST CITY UTILITIES AUTHORITY,
MIDWEST CITY, OKLAHOMA

AOK:
ARKANSAS – OKLAHOMA RAILROAD COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

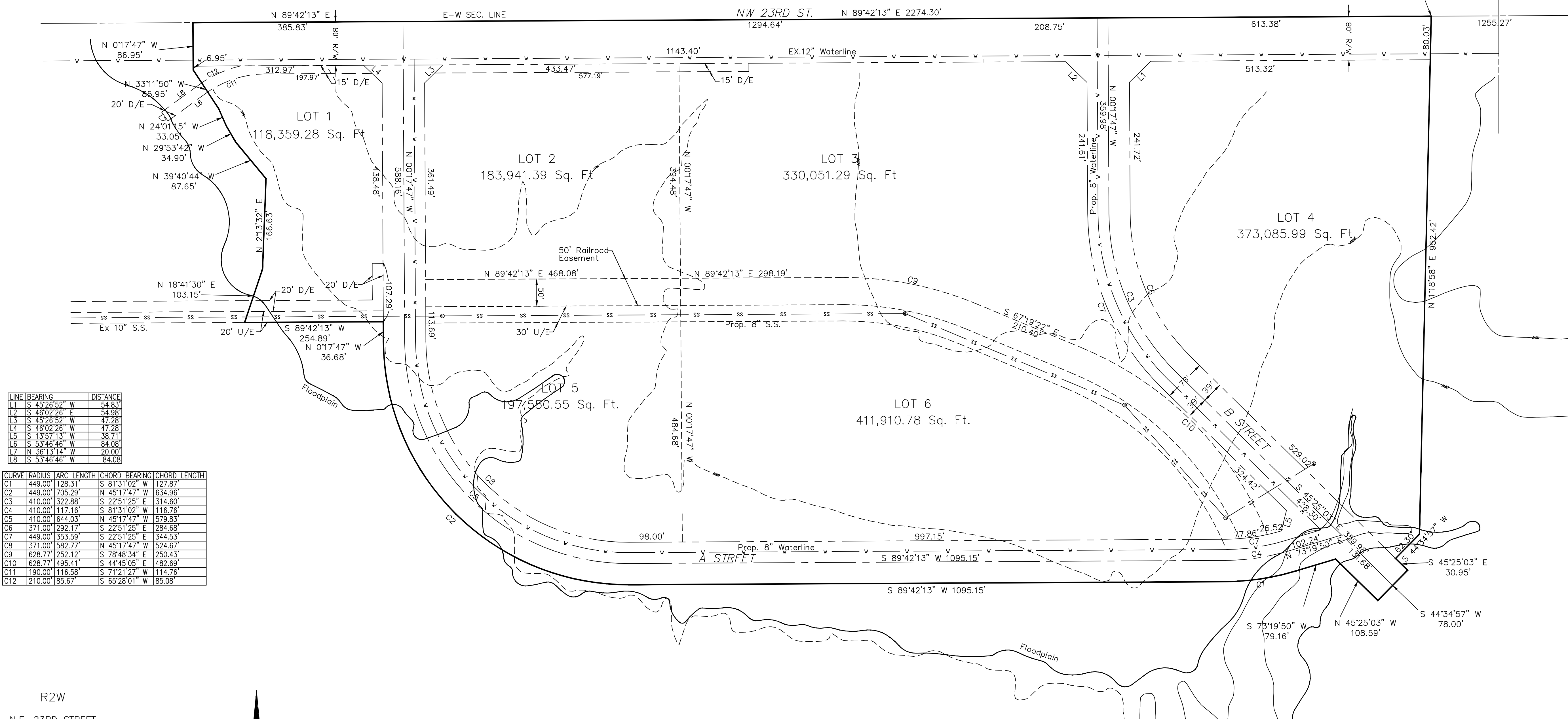
Title: _____

MIDWEST CITY UTILITIES AUTHORITY
100 N MIDWEST BLVD
MIDWEST CITY, OK 73110

ARKANSAS – OKLAHOMA RAILROAD COMPANY
PO BOX 366
WILBURTON, OK 74578
ATTN: Track Agreements

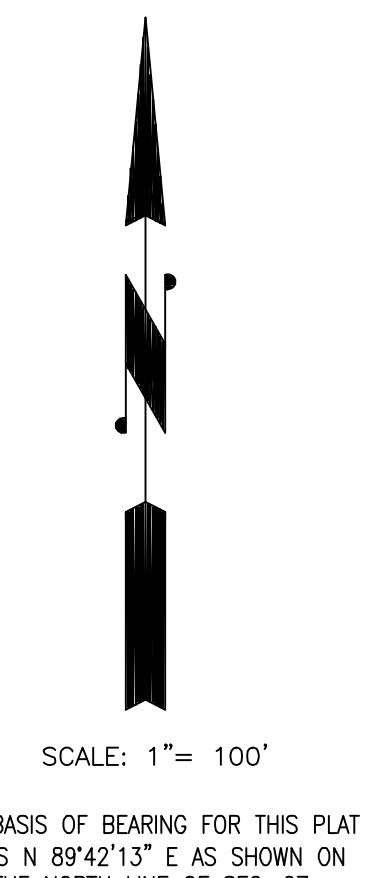
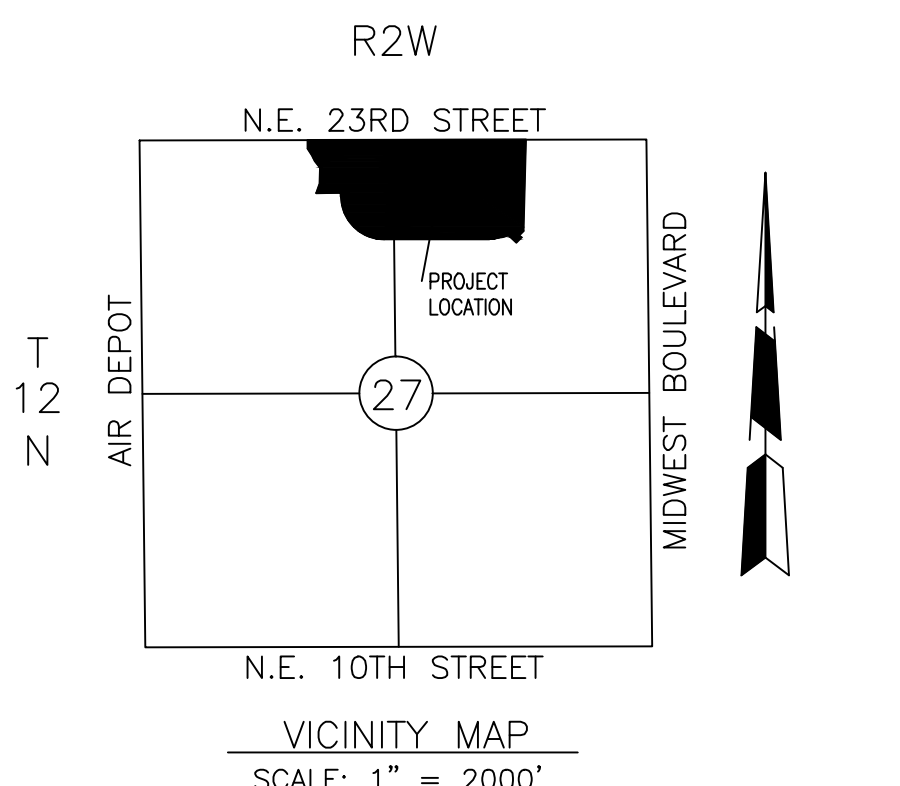
PRELIMINARY PLAT
SOLDIER CREEK INDUSTRIAL PARK
 A PART OF THE NORTH HALF, SECTION 27, T12N, R2W, I.M. AND
 CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

P.O.C.
 N.E. COR., N.E. 1/4, SEC. 27
 T12N, R2W, I.M.



LINE	BEARING	DISTANCE
L1	S 45°26'52" W	54.83'
L2	S 46°02'26" E	54.98'
L3	S 45°26'52" W	47.28'
L4	S 46°02'26" W	47.28'
L5	S 13°57'13" W	38.71'
L6	S 53°46'46" W	84.08'
L7	N 36°13'14" W	20.00'
L8	S 53°46'46" W	84.08'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	449.00'	128.31'	S 81°31'02" W	123.87'
C2	449.00'	705.29'	N 45°17'47" W	634.96'
C3	410.00'	322.88'	S 22°51'25" E	314.60'
C4	410.00'	117.16'	S 81°31'02" W	116.76'
C5	410.00'	644.03'	N 45°17'47" W	579.83'
C6	371.00'	292.17'	S 22°51'25" E	284.68'
C7	449.00'	353.59'	S 22°51'25" E	344.53'
C8	371.00'	582.77'	N 45°17'47" W	524.67'
C9	628.77'	252.12'	S 78°48'34" E	250.43'
C10	628.77'	495.41'	S 44°45'05" E	482.69'
C11	190.00'	116.58'	S 71°21'27" W	114.76'
C12	210.00'	85.67'	S 65°28'01" W	85.08'



- NOTES:
1. A SIDEWALK IN ACCORDANCE WITH CITY SPECIFICATIONS SHALL BE REQUIRED ON EACH LOT AT THE BUILDING PERMIT STAGE WITH INSTALLATION PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 2. UNLESS OTHERWISE NOTED, THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
 3. EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING DATA ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED AS A PART OF THIS PLAT.

Soldier Creek Industrial Park Sheet 2 of 2

Golden Land Surveying
 920 N.W. 139th St. Pkwy, Oklahoma City, Oklahoma 73013
 Telephone: (405) 802-7883
 C.A. #7263 Exp. 6/30/2018
 troy1745@gmail.com