

ATTACHMENT “C”
Amended Memorandum of Retail Wastewater Service Agreement



Return to:
The City of Oklahoma City
Office of the City Clerk
Municipal Building - Second Floor
200 North Walker Avenue
Oklahoma City, Oklahoma 73102

MEMORANDUM OF AMENDED RETAIL WASTEWATER SERVICE AGREEMENT

This Memorandum of Amended Retail Wastewater Service Agreement ("Memorandum") is entered into on this 30th day of January, 2024, by and among the City of Oklahoma City ("Oklahoma City"), the Oklahoma City Water Utilities Trust ("OCWUT"), (collectively, "OKC/OCWUT"), and Independent School District No. 6 of Oklahoma County, Oklahoma, a/k/a Deer Creek Public Schools ("Owner") as the sole owner of the School Site as more particularly set forth on **Attachment "A"** hereto ("School Site").

1. The Parties have entered into an Amended Retail Wastewater Service Agreement ("Amendment") approved by Oklahoma City on the 20th day of January, 2024, for the purpose of authorizing Oklahoma City and OCWUT to provide wastewater services in Oklahoma County, outside of the Oklahoma City limits, to the School Site. All of the foregoing is set forth in the Amendment.
2. The initial Retail Wastewater Service Agreement was ratified and approved by the Amendment. Retail wastewater service was made available to the Deer Creek Schools 4th and 5th Grade Center and will be made available to the Deer Creek Schools 4th and 5th Grade Center, the Deer Creek Schools Middle School, and the related Deer Creek Schools Middle School facilities on the School Site for the term and as provided in the Amendment until terminated as provided in the Amendment.
3. The Agreement affects the real properties described in **Attachment "A"** ("School Site"), which is attached hereto and incorporated herein.
4. Owner may receive wastewater services on the School Site subject to the terms of the Amendment. Owner, and its successors and assigns, agree to and are subject to the conditions, restrictions, and requirements in the Amendment and the Oklahoma City Municipal Code, and any amendments and additions thereto, as contract terms, though outside the Oklahoma City limits. In the event of a conflict between the Amendment and the Oklahoma City Municipal Code, the Oklahoma City Municipal Code will control; however, any provision or portion of the Amendment not directly in conflict with the Oklahoma City Municipal Code will apply and be enforced.
5. The wastewater rates and charges to the Owner will be different from the wastewater rates and charges to other properties but shall be equal to similarly situated classes of users, if any.

6. The Owner may not connect and may not authorize to another to make a connection to any of Owner's private sanitary sewer main(s), which discharges into the OKC Wastewater System.
7. This Memorandum is not intended to amend or modify, and this Memorandum shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Amendment, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Amendment, the provisions of the Amendment shall control. The Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Amendment.

IN WITNESS WHEREOF, the parties have executed this Memorandum.

APPROVED by Independent School District No. 6 of Oklahoma County, Oklahoma
a/k/a Deer Creek Public Schools this 8th day of January, 2024.

Attest: (Seal)



INDEPENDENT SCHOOL DISTRICT NO. 6
OF OKLAHOMA COUNTY, OKLAHOMA

Clerk

[Signature]
President, Board of Education

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

ss.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel Barnes, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal this 8th day of January, 2024.



Catherine Birks
Notary Public

My Commission Expires: 12-06-27 My Commission Number: 19012198

APPROVED by Oklahoma City Water Utilities Trust and signed by the Chairman this 30th day of January, 2024

Attest: (Seal)
TRUST

Amy K. Simpson
Secretary



OKLAHOMA CITY WATER UTILITIES

Mark K. Storiepher
Chairman

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

ss.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark K. Storiepher, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this 30th day of January, 2024.

Willi Cochran
Notary Public

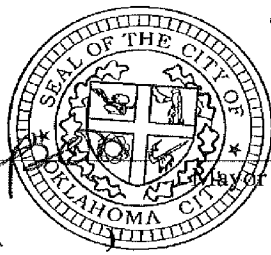


My Commission Expires: _____ My Commission Number: _____

APPROVED by The City of Oklahoma City and signed by the Mayor this 30th day of January, 2024

Attest: (Seal)
OKLAHOMA

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY,

David Holt
Mayor

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

ss.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Holt, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this 30th day of January, 2024.

Willi Cochran



Notary Public

My Commission Expires: _____ My Commission Number: _____



ATTACHMENT "A"
LEGAL DESCRIPTION OF THE SCHOOL SITE

The northeast quarter of Section 22, Township 14 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma according to the Government Survey thereof, less and except the south 16.5 feet deeded to Oklahoma County and less and except the southeast quarter of the northeast quarter of Section 22, Township 14 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, according to the Government Survey thereof.

And less and except:

A part of the northeast quarter of Section 22, Township 14 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at an Aluminum Monument found at the southeast corner of said northeast quarter;

Thence N 00°03'04" E along the east line of said northeast quarter, a distance of 1320.90 feet, more or less, to a set Mag Nail set for the point of beginning:

Thence S 89°38'05" W a distance of 348.83 feet, more or less, to a set 3/8" Iron Rod;

Thence N 34°56'09" E a distance of 100.58 feet, more or less, to a set 3/8" Iron Rod;

Thence N 58°20'22" E a distance of 121.12 feet, more or less, to a set 3/8" Iron Rod;

Thence N 88°08'56" E a distance of 156.79 feet, more or less, to a set 3/8" Iron Rod;

Thence N 89°38'05" E a distance of 33.00 feet, more or less, to a set Mag Nail on the east line of the northeast quarter;

Thence S 00°03'04" W along the east line of the northeast quarter a distance of 150.00 feet, more or less, to the point of beginning.

APPROVED by Independent School District No. 6 of Oklahoma County, Oklahoma
a/k/a Deer Creek Public Schools, this 23 day of October, 2018.

ATTEST: (Seal)

**INDEPENDENT SCHOOL DISTRICT NO. 6
OF OKLAHOMA COUNTY, OKLAHOMA**

Andi Newell
Clerk

DL Barnes
President, Board of Education

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel Barnes, to me known to be the identical person who executed the within and foregoing instrument as the President of Board of Education and he acknowledged to me that he executed the same as his free and voluntary act and deed and the free voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal this 23 day of October, 2018.

Notary Public # 16000580


Jennie Brandon
My Commission expires: 7/5/20



APPROVED by Independent School District No. 6 of Oklahoma County, Oklahoma
a/k/a Deer Creek Public Schools, this 23 day of October, 2018.

ATTEST: (Seal)

**INDEPENDENT SCHOOL DISTRICT NO. 6
OF OKLAHOMA COUNTY, OKLAHOMA**


Clerk


President, Board of Education