

**AGREEMENT BETWEEN THE OKLAHOMA CITY WATER UTILITIES TRUST AND
E & K INVESTMENTS LLC, FOR PROJECT WC-1083-700 WEST MEMORIAL ROAD,
REPLACEMENT AND RELOCATION OF AN EXISTING PUBLIC WATER LINE, FIRE
HYDRANTS, AND DOMESTIC AND IRRIGATION METERS, LOCATED ON WEST
MEMORIAL ROAD**

This Agreement (“Agreement”) is made by and between E & K Investments LLC, an Oklahoma Limited Liability Company, (“Eskridge Lexus”) and the Oklahoma City Water Utilities Trust, a public trust (“OCWUT”) for the replacement and relocation of an existing six (6) inch public water line, including the replacement and relocation of three (3) fire hydrants, one (1) domestic meter, one (1) irrigation meter, and the construction of two (2) six (6) inch double check valve vaults (collectively referred to as “Utility System”).

WITNESSETH:

WHEREAS, OCWUT and Eskridge Lexus find it is to the mutual benefit of the Parties to enter into this Agreement for mutual cooperation pertaining to the construction, replacement, and relocation of the Utility System herein described on **Attachment “A” (“Utility System”)**; and

WHEREAS, Eskridge Lexus and OCWUT have agreed to jointly participate in this project for the relocation and replacement of the Utility System; and

WHEREAS, the existing Utility System is public and is otherwise in need of repair and replacement by OCWUT; and

WHEREAS, OCWUT will incur all costs related to the construction, replacement, and relocation of the Utility System; and

WHEREAS, upon completion of the project, the Utility System shall be privately owned and maintained by Eskridge Lexus.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree to the following:

1. Eskridge Lexus Obligations:

- A. Eskridge Lexus agrees to coordinate with Oklahoma City employees and/or OCWUT’s contractors and subcontractors to allow access to the private property for the construction of the Utility System.
- B. Upon completion of the project, Eskridge Lexus agrees to accept the Utility System as-is.
- C. Eskridge Lexus agrees to take sole responsibility for the ownership, maintenance, and liability of the Utility System including, but not limited to, the six (6) inch water line that extends in the public right-of-way, two (2) six (6) inch double check valve vault enclosures, and three (3) fire hydrants.

- D. Upon the release of OCWUT's existing easement otherwise recorded in Book 5450 at Page 504, Oklahoma County, Eskridge with take sole ownership and liability for the existing water line.

2. OCWUT Obligations:

- A. OCWUT agrees to replace and relocate the existing six (6) inch public water line which is approximately 1,620 linear feet, located on Eskridge Lexus private property as described on **Attachment "A"**.
- B. OCWUT agrees to replace and relocate three (3) fire hydrants located on Eskridge Lexus private property herein described on **Attachment "A"**.
- C. OCWUT agrees to relocate one (1) two (2) inch domestic meter and one (1) two (2) inch irrigation meter to the right-of-way on West Memorial Road and further agrees to maintain the meters as otherwise described on **Attachment "A"**.
- D. OCWUT agrees to construct two (2) six (6) inch double valve vaults necessary for the function of the Utility System.
- E. OCWUT will issue a work order to an on-call contractor and provide all necessary project management and inspections required to complete the project.
- F. OCWUT shall have the sole control and final authority regarding the design, construction, change orders, amendments, acceptance, and any other decisions for the project.
- G. Upon completion of the project, OCWUT agrees to release the existing easement for the water line recorded in Book 5450 at Page 504, Oklahoma County.
- H. OCWUT further agrees to abandon and grout fill the existing six (6) inch public water line located within the easement described herein following the completion of the Utility System.

3. Ownership of Improvements After Completion of Project

- A. All improvements to the Utility System, except for the irrigation and domestic water meters, shall be owned and maintained by Eskridge Lexus.
- B. Eskridge Lexus will comply with any local, state, or federal laws and regulations related to the ownership and maintenance of the Utility System including acquiring any necessary permits. Additional information for permits required by Oklahoma City

Municipal Code §60-20-31.4 is otherwise described on **Attachment “B” (“Privately Owned Hydrants”)**.

- C. Following OCWUT’s release of the existing easement and further abandonment of the current water line, Eskridge Lexus will take ownership of the current water line as-is and have sole responsibility and liability for the asset.

4. Notices.

All notices given pursuant to this Agreement shall be in writing, and hand delivered or mailed by United States mail, with postage prepaid or faxed, with hard copy follow up by mail or delivery, and addressed as follows:

To OCWUT:

Oklahoma City Water Utilities Trust
Attn: General Manager
420 West Main St, 5th Floor
Oklahoma City, OK 73102

To Eskridge Lexus:

E & K Investments LLC
700 W Memorial Road
Oklahoma City, OK 73113

5. Miscellaneous

- A. This Agreement is governed by the laws of the State of Oklahoma.
- B. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiary or otherwise. This Agreement shall not be deemed to have conferred any right, expressed, or implied, upon any other person.
- C. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party.
- D. This Agreement does not create any partnership or joint venture between the parties or render any party liable for any of the debts or obligations of any other party.
- E. The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- F. This Agreement does not create any obligation or liability on OCWUT to repair or maintain the Utility System including the existing water line. OCWUT is not liable for any cost, losses, expenses, liabilities, damage, consequential damages, fines, penalties, claims, actions, or causes of action, liability for injuries or death to persons,

and damages to or loss of property caused by or occurring incident to the acts or omissions of Eskridge Lexus or the acts or omissions of its agents, employees, contractors, subcontractors, patrons, or participants under this Agreement.

- G. Eskridge Lexus waives any and all claims against OCWUT and/or The City of Oklahoma City arising after the construction, replacement, and relocation of the Utility System and existing water line.
- H. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective upon the execution of the last party to sign herein.

E & K INVESTMENTS, LLC

By: _____

Name: _____

Title: _____

STATE OF Oklahoma)

) ss:

COUNTY OF Oklahoma)

This instrument was acknowledged before me on the 24 day of July, 2024,
by Frank Eskridge as President of
E & K INVESTMENTS, LLC.

(SEAL)

Notary Public Signature

My Commission Expires: 5-17-26

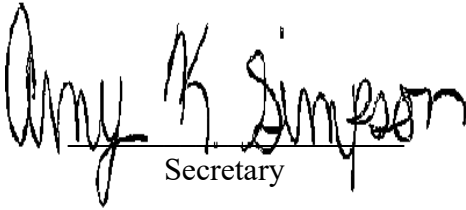
My Commission No. 22006904



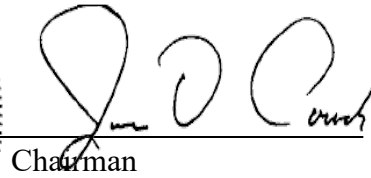
APPROVED by Oklahoma City Water Utilities Trust this 13TH day of AUGUST, 2024.

ATTEST:

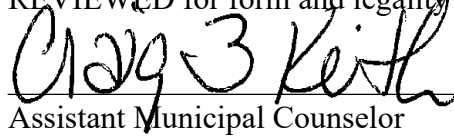
Oklahoma City Water Utilities Trust


Secretary




Chairman

REVIEWED for form and legality


Assistant Municipal Counselor

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City
this 27TH day of AUGUST, 2024.

ATTEST:

Amy K Simpson
CITY CLERK



**THE CITY OF OKLAHOMA
CITY**

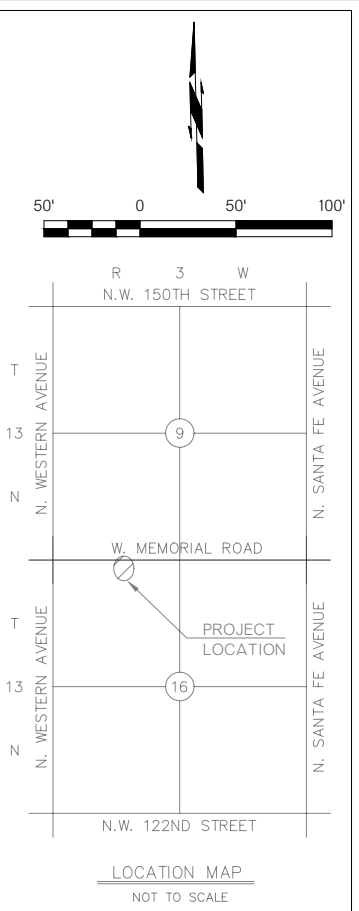
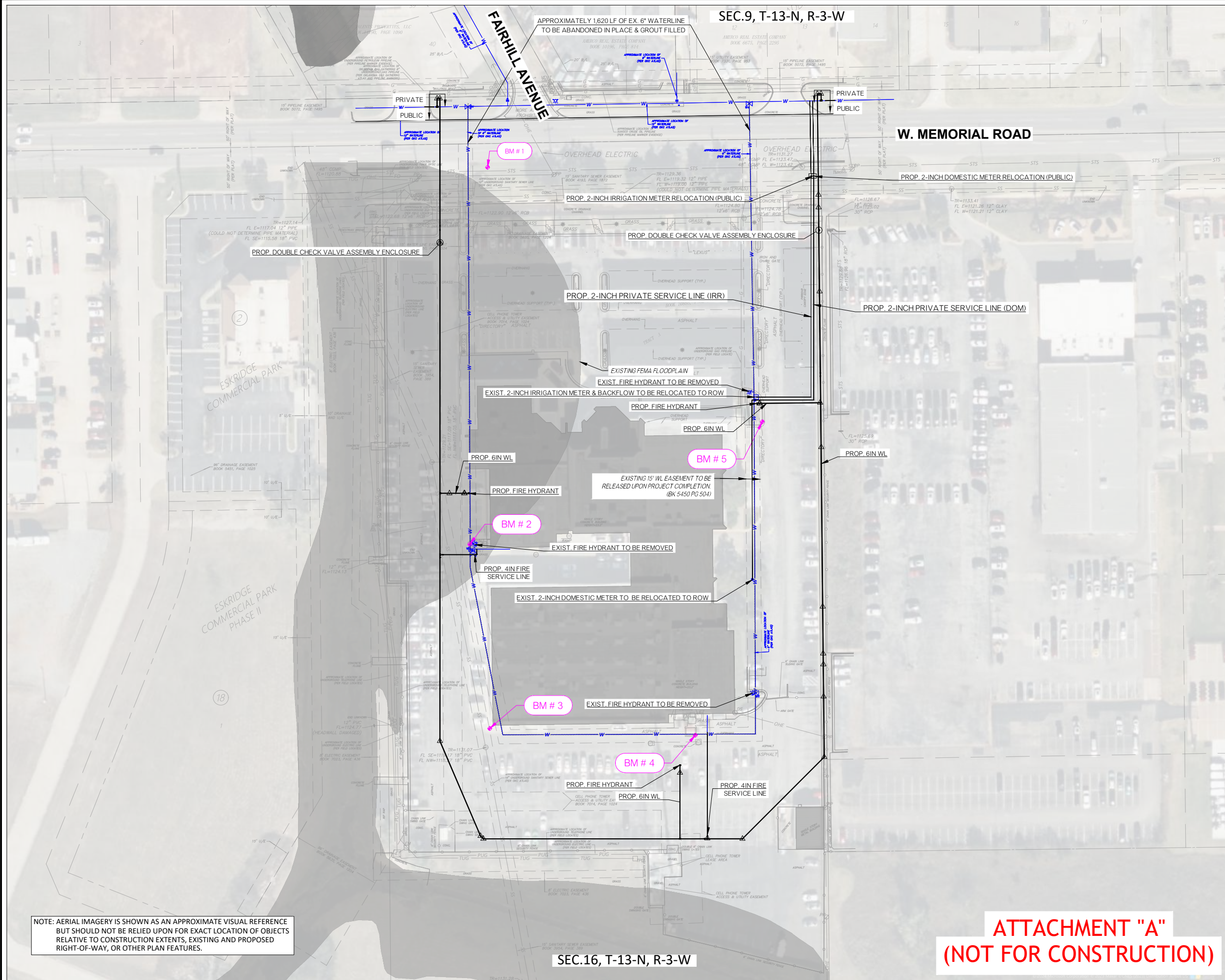
David Holt
MAYOR

REVIEWED for form and legality.

Craig Keith
ASSISTANT MUNICIPAL COUNSELOR

Attachment A
(Utility System)

7/20/2024 7:13 AM LAUREN.FRANZE Z:\117054 TO 23-024 - WC-1083 710 W MEMORIAL RD\TASK 2-ENGINEERING\DRAWINGS\EXHIBITS\117054-MOU EXHIBIT.DWG



ENGINEERING
SURVEYING
PLANNING

REVISIONS	
NO.	DATE

OCWUT

WC-1083

WATERLINE REPLACEMENT

MOU ATTACHMENT "A"

DATE: 6/21/24

DRAWN BY: LAF

CHECKED BY: AOW

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST ACCORDINGLY.

SHEET NUMBER

1

Project #:

WC-1083

Attachment “B”
Privately Owned Hydrants

Requirements and Responsibility What to do...

Annual permit fee- \$85.00

New and existing hydrants shall obtain operational and construction permits as required and submit documentation of annual inspection's and flow tests as required.

Temporarily inoperative hydrants should be wrapped or otherwise provided with temporary indication of their condition. (NFPA 291, 5,2,3)

Hydrants shall be painted, canary yellow, #ffef00, to distinguish them from public hydrants.

Fire hydrants shall be subject to periodic tests as required by the fire code official and shall be maintained in an operative condition at all times and shall be repaired where defective.

Understanding The Results

- The Inspector is there to help you and will be glad to explain the results and answer any questions you may have.
- At any time, you may contact Code Inspector in Fire Prevention Services by calling **405-297-3584**.

The Oklahoma City Fire Department is confident that through education and awareness your place of business can be a fire safe facility.

Requirements for maintenance of privately owned hydrants

Required to obtain a permit for removal, use, or operation of a privately owned hydrant. Permit Issued by the Okc Fire Marshal's Office, which will conduct an annual inspection to ensure compliance with city code.

Why - IAW the 2009 IFC, NFPA 291, NFPA 25, NFPA 24, regulations.

When - Upon notice, current owners, shall have 60 days to be in compliance with city code and continued thereafter on an annual basis.

How - Uniformed personnel will conduct inspections, by personal contact, the initial, annual and all related inspections.

Annual Inspections

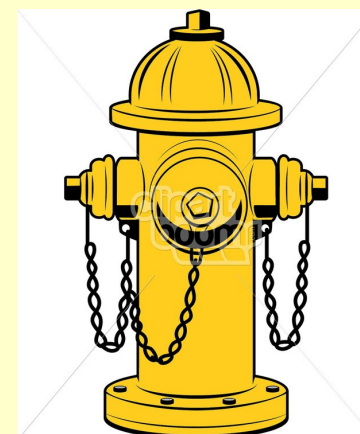
Fire Inspections are routine inspections that are conducted annually

- Fire code compliance is the primary goal of the Company Fire Inspections
- Inspections ensures the jurisdiction's fire and life safety program
- Ensure access to fire department water supplies and fire department connections are maintained
- Avoid placement of obstructions (fences, landscaping, etc.) that would prevent operation of hydrant.



**Fire Prevention Services
Fire Marshal's Office**

ARE YOU UP TO CODE?



**Owner's Guide for
privately owned
hydrants**

**Oklahoma City Fire Department
Fire Prevention Services
2300 General Pershing Blvd.
Oklahoma City, OK 73107**

Phone: 405-297-3584 / Fax: 297-3330

Inspections

Why?

It is the law. The International Fire Code (IFC) require that every business receive a fire inspection regularly. These inspections will greatly reduce the occurrence of injury and fire in your business.

What You Can Do?

The best way for you to prepare for your upcoming inspection is to follow the preventative measures outlined in this brochure.

How We Can Help?

Each Oklahoma City Firefighter is trained in the current fire code requirements and will be glad to answer any questions that you may have about your upcoming inspection.

What you can expect:

- ~ visit your facility during normal business hours.
- ~ always be courteous and considerate of your time.
- ~ comply with the best time to conduct the required inspection.
- ~ Explain the basis and importance of the fire and life safety inspection



Fire Department Inspections

ment In-

What you should know..

Hydrants will be painted—Canary Yellow (ffef00)



Privately Owned Hydrants, is the responsibility of the owners and shall be maintained at all times: IAW NFPA 25, Municipal Code

**Operational
Identifiable
Accessible**

The private hydrant system shall be inspected, tested and serviced annually and any deficiencies are to be corrected immediately.

Records maintained on premises a minimum of 3 yrs. And available to Fire Code Official upon request.

Payments can be made..

**By mail: Oklahoma City Fire Department
2300 General Pershing Blvd, Okc, Ok 73107**

By phone: 405-297-3584

**In person: Fire Marshal's Office
2300 General Pershing Blvd
Okc, Ok, 73107**



A qualified contractor or the qualified property owners representative, shall provide the necessary testing, maintenance, and inspection ,of all components that are unique to the property's systems, at the proper times and any maintenance required.