

**OKLAHOMA CITY WATER UTILITIES TRUST**  
**LAND USE PERMIT AGREEMENT**  
**AC-24-0022-MA**

This Land Use Permit Agreement (“**Agreement**”) is entered into by and between the Oklahoma City Water Utilities Trust (“**OCWUT**”), The City of Oklahoma City (“**The City**”) and the Board of Regents of the University of Oklahoma by and through the Office of Research Services (“**OU**”), and Oklahoma State University, Division of Agricultural Sciences and Natural Resources (“**OSU**”), (**OU** and **OSU** collectively as “**Permittees**”), each a “**Party**” and collectively “**Parties**”.

**WHEREAS**, **OU** and **OSU** collaboratively operate the Oklahoma Mesonet, a network of environmental monitoring stations covering Oklahoma; and

**WHEREAS**, **The City** owns, maintains, and operates and **OCWUT** leases and finances municipal reservoirs, reservations, and facilities and wastewater systems and facilities for the primary purpose of providing potable water and treating wastewater for the inhabitants and industries of Oklahoma City; and

**WHEREAS**, **OCWUT** grants permits for certain subordinate uses of reservoir, reservation, and facility, and related property that do not conflict with or inhibit the aforementioned primary purposes.

**NOW THEREFORE**, in consideration of the covenants, terms, and agreements of the **Parties** hereto, it is agreed by all **Parties** as follows:

1. **PERMIT AND PURPOSES: OCWUT** hereby grants to **Permittees**, their officers, agents, employees, and all persons under contract with **Permittees**, the right to use and occupy, for one dollar and other valuable consideration, the following described real property (“**Permit Property**”):

A plot of land, thirty-two by thirty-two feet square,  
located in the southwest ¼ of the northeast ¼ of  
Section 36, Township 12N, Range 3W, County of  
Oklahoma, State of Oklahoma,

for the purposes of surveying, implementation, construction, installation, operation, maintenance, and repair of a station for monitoring meteorological, agricultural, and hydrologic parameters. Any other use of the **Permit Property** must be expressly approved by the General Manager (“**General Manager**”), in writing, prior to said uses. The **Permit Property** is currently used by **The City** as a Lift Station Office Facility located at 2701 NE 4<sup>th</sup> Street in Oklahoma City.

**Permittees’** right to use the **Permit Property** includes the right of ingress and egress to the above-described tract and on and over any contiguous or adjacent land owned by **The City**

only during regular Oklahoma City working hours for the purposes above stated.

2. **TERM AND TERMINATION:** The effective date of this **Agreement** shall be upon execution hereof by the last **Party** for a period of three (3) years unless terminated by a **Party** upon ninety (90) days' prior written notice to the other **Parties**. Upon termination, **Permittees** shall have an additional ninety (90) days to remove all equipment, machinery, facilities, and fixtures owned by **Permittees**. This **Agreement** may be renewed upon written consent of all **Parties** for additional one (1) year renewal term, under mutually agreeable terms and conditions, if timely approved in writing by the **Permittees** and **General Manager** on or before (60) days of the expiration of the current term.

3. **FENCES:** **Permittees** agrees to install suitable and adequate fencing around the **Permit Property**, provided such fencing does not already exist, and to perform such regular fence inspection and maintenance to prevent unauthorized persons or children from accessing the **Permit Property**.

4. **LIABILITY FOR DAMAGES AND MAINTENANCE OF STATION:** The **Parties** intend that each will be solely and severally responsible for the intentional and negligent acts and omissions of themselves, their agents and employees in accordance with Oklahoma law. **OCWUT** shall not be responsible for any inspection, maintenance, replacement or repair of said equipment, machinery, facilities and/or fixtures of the **Permittees**. **OCWUT** shall not be responsible for any damage, vandalism or acts by third parties (known or unknown) that may cause damage to the Mesonet equipment.

5. **PERMITTEES' PROPERTY:** Any and all machinery, equipment, facilities, and fixtures installed by **Permittees** shall be in and all times shall remain the property of the **Permittees**. **Permittees** shall have ninety (90) days following termination of this **Agreement** within which to remove such machinery, equipment, facilities, and fixtures. Unless a written extension of the ninety (90) day period is granted by the **General Manager**, any machinery, equipment, facilities, and fixtures remaining after the ninety (90) day period shall be deemed abandoned and may be disposed of by **OCWUT** at **Permittees'** expense without further notice.

6. **DUTIES OF PERMITTEES:** **Permittees** have examined the **Permit Property** and accepts the **Permit Property** "as is." **Permittees** shall not remove, alter, or damage any signs, fencing, access roads, or other structures on or adjacent to the **Permit Property**. **Permittees** must keep **Permit Property** safe, clean and sanitary; all ashes, garbage, and other waste must be disposed of in a safe, clean and sanitary manner at **Permittees'** cost.

7. **INDEMNIFICATION:** To the extent permitted by State law, **Permittees** hereby agree to release, to defend, to indemnify and to save harmless **OCWUT** and **THE CITY** and their officers, agents, and employees from and against all loss or damage to property or injuries to, or death of, any person or persons in any way resulting from, or arising out of, directly or indirectly, **Permittees'** activities, omissions, or operations under or in connection with this **Agreement**, or **Permittees'** use and occupancy of any portion of the **Permit**

**Property** and including, without limitations, acts and omissions of **Permittees'** officers, employees, representatives, suppliers, invitees, contractors, or agents. Provided, however, **Permittees** need not release, defend, indemnify or save harmless **OCWUT** and **THE CITY** from the acts or omissions of their officers, agents or employees, respectively. This provision shall survive the termination of this **Permit** and shall not be limited by any other provision of this **Agreement**.

8. **NO SUBLEASE OR ASSIGNMENT:** **Permittees** may not assign this **Agreement** or any rights and privileges granted by this **Agreement** without the prior express written consent of the **General Manager**. The execution of any such assignment by the **Permittees**, without the prior written consent of the **General Manager**, shall act to immediately cancel and terminate this **Agreement** without prior notice by the **General Manager**.

9. **WAIVER:** No waiver of any default by any **Party** hereto of any terms, covenants, or conditions hereof to be performed, kept or observed shall be construed to be a waiver of any subsequent default of any of the terms, covenants or conditions herein contained. However, should this **Agreement** be terminated by **OCWUT** by reason of breach or default of the **Permittees**, **OCWUT** shall be entitled to recovery for costs, losses, and expenses incurred by **OCWUT** or any damages to the **Permit Property**.

10. **AMENDMENT:** This **Agreement** may not be amended except by express written agreement of all **Parties** hereto. This **Agreement** shall constitute the entire agreement between the **Parties** and any prior understanding or representation of any kind preceding the date of this **Agreement** shall not be binding upon a **Party** except to the extent incorporated. This **Agreement** shall not be varied in its terms by any oral agreement or representation, or otherwise, than by an instrument in writing of subsequent date hereto executed by the **Parties**, their respective officers, or other persons duly authorized.

11. **NOTICES:** Any notice provided for or concerning this **Agreement** must be in writing and will be deemed sufficiently given when sent by certified or registered mail, if sent to the respective address of each **Party** as set forth at the end of this **Agreement**.

**OCWUT:** Oklahoma City Water Utilities Trust  
c/o Utilities Department  
ATTN: Trust Section  
420 W. Main Street, Suite 500  
Oklahoma City, OK 73102  
405-297-2422  
[ocwut-support@okc.gov](mailto:ocwut-support@okc.gov)

The City: The City of Oklahoma City  
c/o Utilities Department  
ATTN: Trust Section  
420 W. Main Street, Suite 500

Oklahoma City, OK 73102  
405-297-2422  
[ocwut-support@okc.gov](mailto:ocwut-support@okc.gov)

**OU (Contract Management):**

Office of Research Services  
University of Oklahoma  
Attn: Michael Purcell, Executive Director  
201 Stephenson Parkway, Suite 3100  
Norman, OK 73019  
405-325-4757 office  
405-325-6029 fax

**OU (Technical):**

Dr. Christopher A. Fiebrich  
Executive Director, Oklahoma Mesonet  
Email: [fiebrich@ou.edu](mailto:fiebrich@ou.edu)

Phone: (405) 325-6877

12. **SEVERABILITY:** Should it be determined that any provision or the application of any provision of this **Agreement** to any **Party** is prohibited by law, such prohibition shall not affect the validity of the remaining provisions of this **Agreement** or its effectiveness against the remaining **Parties**.

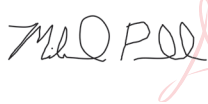
13. **GENERAL MANAGER:** The “**General Manager**” shall mean the **General Manager** of the **OCWUT** or designated representative, who is also hereby authorized and empowered to act on behalf of **OCWUT** under this **Agreement**.

14. **WHOLE AGREEMENT:** It is mutually understood and agreed by the **Parties** hereto that this **Agreement** contains all of the covenants, stipulations and provisions agreed upon by said **Parties** and no agent or any **Party** to this **Agreement** has authority to alter or change the terms hereof, except as provided herein, and no **Party** is or shall be bound by any statement or representation not in conformity herewith.

15. **NO LIABILITY BY THE CITY OR OCWUT:** To the extent permitted by State law, **Permittees** agree that neither **The City** nor **OCWUT** shall be liable for any property damage, injury, or death arising from the exercise of rights under this **Agreement**.

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**OU:**

 Digitally signed by  
Michael Purcell  
Date: 2024.02.22  
13:51:35 -06'00'

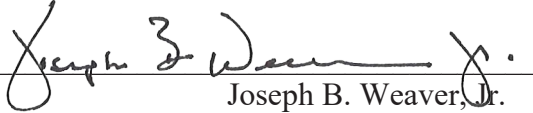
**By:**

Michael Purcell, JD  
Associate Vice President for Research and Partnerships  
Executive Director, Office of Research Services  
Board of Regents of the University of Oklahoma

**Date:**

02/22/2024

**OSU:**

**By:** 

Joseph B. Weaver, Jr.  
Vice President for Administration and Finance  
Oklahoma State University

**Date:**

4/24/2024

**By:**



Jason L. Lusk  
Vice President and Dean of the Division of Agricultural Sciences and  
Natural Resources  
Oklahoma State University

**Date:**

4/24/2024

Approved by The Trustees of the Oklahoma City Water Utilities Trust this 30TH  
day of JANUARY, 2024.

ATTEST:

Amy K Simpson  
Secretary



[Signature]  
Vice Chairman

Approved by The City of Oklahoma City this 30TH day of  
JANUARY, 2024.

ATTEST:

Amy K Simpson  
City Clerk



David Holt  
Mayor

Reviewed for form and legality.

Craig B Keith  
Assistant Municipal Counselor