

RETAIL WASTEWATER SERVICE AGREEMENT

This Retail Wastewater Service Agreement (“Agreement”) by and between The City of Oklahoma City (“Oklahoma City”) and 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 property located at the Southwest Corner of Covell and Meridian (“School Site”) establishes the process for Oklahoma City and OCWUT to provide wastewater services in Oklahoma County outside of the Oklahoma City limits to School Site.

W I T N E S S E T H:

WHEREAS, OKC/OCWUT are organized and established under the provisions of the laws of the State of Oklahoma; and

WHEREAS, OKC owns and operates and OCWUT leases and finances a wastewater collection and treatment system providing wastewater services within Oklahoma City and other areas in and around the City of Oklahoma City (also called the “OKC Wastewater System”); and

WHEREAS, Owner owns the property at the Southwest Corner of Covell and Meridian in Oklahoma County, Oklahoma situated outside the limits of Oklahoma City, more particularly described on **Attachment “A,”** which is incorporated in this Agreement by reference (“School Site”); and

WHEREAS, representatives of Owner and representatives of OKC/OCWUT have discussed the most efficient means of cooperatively delivering and serving the School Site with wastewater services; and

WHEREAS, it is recommended by Oklahoma City staff to facilitate the provision of wastewater services, where available, within drainage basins; and

WHEREAS, this Agreement establishes the process for the provision of wastewater services by and between OKC/OCWUT and Owner for their mutual benefit; and

WHEREAS, this Agreement does not establish any rights in any developer, property owner, or customer to wastewater service nor does it waive any responsibilities now or in the future of developers, property owner, or customers to pay for or contribute to the extension of wastewater systems, service or infrastructure, in whole or in part, for their benefit, nor does it waive the right of Oklahoma City or OCWUT to assess any developer, property owner, or

customer, nor does it relieve or release any developer, property owner, or customer from any future assessment for the cost of wastewater systems, service, treatment or infrastructure; and

WHEREAS, OKC and OCWUT seek to provide uniform procedures for provision of wastewater service as mutually agreed.

NOW, THEREFORE, in consideration of the aforementioned and the mutual agreement hereinafter set forth, Oklahoma City, OCWUT, and Owner agree as follows:

1. POINTS OF CONNECTION

A. **Oklahoma City Wastewater System.** During the term of this Agreement and any renewal or extension hereof, OKC/OCWUT may, as agreed by the Oklahoma City Utilities Director or designee (“Utilities Director”) provide retail wastewater services to Owner, who shall be the sole customer (“Retail Service Customer”) within School Site which is within Oklahoma County but outside the Oklahoma City limits, in accordance with the applicable requirements, conditions, rates and charges in this Agreement and in the Oklahoma City Municipal Code, and any amendment or addition thereto. At the time of execution of this Agreement, the Owner is the sole owner of the School Site and all property within the School Site and as such binds the Owner and all successors and assigns to any property in the School Site and all users of the OKC Wastewater System in the School Site to the terms of this Agreement.

The POC(s) for retail wastewater service by OKC/OCWUT to additions, subdivisions, properties and customers within Oklahoma County but outside the Oklahoma City limits, if any, will be the outlet side of the wye connecting the Retail Service Customer’s service line and OKC Wastewater System as set forth on **Attachment “B”** which is attached hereto and incorporated herein by reference. The Utilities Director is authorized to amend and revise **Attachment “B”** on behalf of OKC/OCWUT by deleting, adding or altering POC(s) and service area(s) for retail wastewater service by OKC/OCWUT to additions, subdivisions, properties and customers within Oklahoma County but outside the Oklahoma City limits.

2. WASTEWATER EXTENSIONS, POCs AND SERVICES.

A. The Owner requesting new or additional retail wastewater service must design or cause to be designed and construct or cause to be constructed, at Owner’s cost and expense, any required public improvements (“Public Improvements”) within an existing easement or an

easement acquired by Owner, at Owner's cost and expense, and dedicated to Oklahoma City and the OCWUT, including but not limited to:

- 1) any necessary extension or improvement of the OKC Retail Wastewater System,
- 2) any necessary extension or improvement of the OKC Wastewater System,
- 3) any necessary measuring devices, meters, meter pits, flumes, and valves, and
- 4) any manholes, lift stations, and other associates and incidental facilities,

in accordance with the requirements and specifications of OKC/OCWUT and the permit, volume, flow rate, and design limitation as determined by the Utilities Director.

B. Owner must provide, at its cost and expense, plans and specifications to the Utilities Director for any such Public Improvements prior to commencement of any construction. Owner may not start construction of such Public Improvements until the plans and specifications have been approved by the Utilities Director and all easements and necessary permits have been obtained by Owner and received by the Utilities Director. Upon receipt of written approval by the Utilities Director and the issuance of work order including payment by Owner of all required fees, Owner may commence construction of the Public Improvements in accordance with the approved plans and specifications. The Utilities Director may approve change orders and amendments to the plans and specifications for and to the construction of such Public Improvements. Any design of and any construction of Public Improvements to provide wastewater service hereunder must be designed and constructed to enable the wastewater service to be by gravity flow.

C. Owner, at its cost and expense, must obtain and donate to OKC/OCWUT such permanent and temporary easements as (1) in the name of Oklahoma City and OCWUT, (2) as shown on the plans, (3) as deemed necessary by the Utilities Director, and (4) on forms approved by the Utilities Director to construct, operate and maintain the Public Improvements and any subsequent extensions, POC(s), and associated facilities to provide wastewater services. New Public Improvements must be constructed within a dedicated easement and cannot be located in the statutory or street right-of-way unless deemed necessary by the Utilities Director. Easements must be granted to Oklahoma City and OCWUT but also allow for the future transfer or assignment of Public Improvements and its operation, maintenance, repair or replacement.

D. Owner's contractor performing the construction must obtain all applicable federal, state and city permits and licenses and must pay all applicable development fees, impact fees,

connection fees, license fees, inspection fees, and permit fees. All Public Improvements must comply with all applicable federal, state and city laws and regulations. All construction activities must comply with all applicable federal, state and city laws and regulations.

E. The construction contractor must be prequalified and in good standing with OKC/OCWUT as required by the Utilities Director. The contractor must be a Class "A" Wastewater Contractor prequalified with Oklahoma City.

F. Owner must timely pay all costs and expenses related to the Public Improvements and must provide such construction documentation and releases from contractors, subcontractors, materialmen and suppliers as may be requested or required by the Utilities Director.

G. Upon completion of the Public Improvements in accordance with the approved plans and specifications, and any approved change orders or amendments thereto, Owner must donate the Public Improvements to Oklahoma City as determined by the Utilities Director.

H. The parties acknowledge and agree that the Public Improvements have been properly completed as required by this Agreement.

3. OPERATION AND MAINTENANCE OF WASTEWATER EXTENSIONS

A. Upon completion of Public Improvements to the satisfaction of the Utilities Director, the Public Improvements will be donated by the existing Easement to Oklahoma City. Upon formal acceptance of such donated Public Improvements by the governing body of Oklahoma City, said Public Improvement will be owned by Oklahoma City and its successors and assigns.

B. For Public Improvements to provide retail wastewater services, Oklahoma City as the party providing the retail wastewater services will own, operate, and maintain all the Public Improvements both within its own city limits and within Oklahoma County but outside the Oklahoma City limits.

4. MEASURING WASTEWATER AND METERING EQUIPMENT

A. Measuring wastewater for purposes of billing retail wastewater services will be by individual Retail Service Customer water meter(s) or such other means or method of measure or estimation as provided in Oklahoma City's ordinances and rate schedules or determined by the

Utilities Director, although the Utilities Director may also measure wastewater by master meter(s) at the POC as configured, certified and approved by the Utilities Director for purposes of measuring and billing for wastewater service or for measuring inflow and infiltration into the Public Improvements and assessing charges and fees based upon such flows.

B. If water service is provided by another entity other than Oklahoma City (“Water Service Provider”), then Owner must install an additional water meter after the billing meter for the other entity per OKC/OCWUT standards for wastewater billing as follows:

1. Additional water meter must be installed to OKC/OCWUT standards within the standard OKC/OCWUT meter tile with current automatic meter reading (AMR) technology as specified by OKC/OCWUT; and
2. Easement and access must be provided to read and maintain said OKC/OCWUT water meter; and
3. Additional OKC/OCWUT water meter will be used only for wastewater billing purposes; and
4. OKC/OCWUT shall be held harmless from any leak or damage due to the private water service line prior to or after the OKC/OCWUT water meter; and
5. Payment of all required rates, fees, and charges for the OKC/OCWUT water meter and wastewater service will be required or OKC/OCWUT will have the authority to shut off water service at the OKC/OCWUT meter per standard OKC/OCWUT policies and procedures.

C. Owner acknowledges and agrees that wastewater services provided to the School Site and wastewater services provided under this Agreement are subject to suspension and/or termination for non-payment and for non-compliance with the provisions of the Oklahoma City Municipal Code, and any amendment and any addition thereto, as contract terms and requirements though the School Site is situated and the wastewater services are provided in Oklahoma County outside the Oklahoma City limits. This provision does not limit the authority of Oklahoma City or OCWUT to pursue other remedies or enforce other terms and requirements in this Agreement or applicable law by other actions, whether administrative, legal, or equitable.

5. OKLAHOMA CITY PERMITS: All Retail Service Customers, though not inside the Oklahoma City limits, must obtain and comply with such permits as may be required by the Oklahoma City Municipal Code, and any amendment and any addition thereto, as a contract term in addition to any permits required by Oklahoma County.

6. CHARGES AND PAYMENT DATE: Owner must pay Oklahoma City for wastewater services and availability of wastewater services, also including any applicable development fees, impact fees, connection fees, meter fees, base fees, and surcharges. Retail Service Customer must pay the Oklahoma City for wastewater services and availability of wastewater services, also including any applicable development fees, system development charges, connection fees, meter fees, base fees, charges, fees, and surcharges, no later than fifteen (15) days from the billing date appearing on the bill. Wastewater rates, charges, surcharges, and fees may be periodically adjusted by the Oklahoma City provided such wastewater rates, charges, surcharges, and fees will be equal for customers of a similar class of users and uses as subsequently adopted in accordance with cost-of-service methodologies (AWWA and WEF) by ordinances of Oklahoma City.

7. FAILURE TO PAY: In the event Retail Service Customer fails to make full and timely payment on wastewater bills issued pursuant hereto, Retail Service Customer must, in addition to the payment of said unpaid balance, pay interest on the unpaid balance at a rate of one and one-half percent (1.5 %) per month, compounded monthly, and calculated from the date payment was due until the date of receipt of such payment by the Oklahoma City (subsequent unpaid balances shall similarly bear interest from the date of the subsequent unpaid balances). All payments shall be credited to the accrued interest first and then to the oldest outstanding balance. The rights granted by this paragraph shall not impair any party's ability to utilize any other paragraph to enforce payment or terminate service. Oklahoma City reserves the right to suspend provision of the wastewater service for non-payment or untimely payment of bills and to request or direct termination of water service. Such suspension will be in effect until all bills and interest, if any, are paid in full. Should Oklahoma City bring a legal action or proceeding to collect delinquent to unpaid bills or interest, then the Retail Service Customer will also pay Oklahoma City's attorney fees, litigation costs, filing fees, and court costs.

8. NONPERFORMANCE: Retail Service Customer shall excuse Oklahoma City and OCWUT from nonperformance and shall not hold Oklahoma City liable for any wastewater service failure in whole or in part, caused by an occurrence or any contingency beyond Oklahoma City's or OCWUT's control, including, but not limited to, acts of third parties, fires, civil disobedience, strikes, riots, rebellions, accidents, explosions, earthquakes, tornados, flood, storms, acts of God, and any other occurrences beyond Oklahoma City's or OCWUT's control, including but not limited to wastewater main breaks, collapses or clogs or in the event of pump failure. In the event of wastewater main breaks, collapses, or clogs, or in the event of pump failure, Oklahoma City will use reasonable efforts to timely cure such failure and resume service.

9. TERM OF CONTRACT: The term of this Agreement shall be from date of execution by the last party here to until June 30, 2019. The parties may renew this Agreement in a writing signed by all parties for an additional period of time from July 1, 2019 to June 30, 2020 for the purpose of designing and constructing the wastewater service and the donation to OKC/OCWUT. Additionally, should Retail Service Customer continue to receive wastewater services after the expiration of the Agreement term, this Agreement will continue from year to year until Oklahoma City, OCWUT, or Retail Service Customer provides notice of termination as provided herein. By having a connection to the Wastewater Service Provider's system or by receiving wastewater service, the Retail Service Customer is deemed to have agreed and re-affirmed agreement to the terms of this Agreement, and any amendment hereto, including but not limited to changes in rates, charges, surcharges and fees pursuant to this Agreement, and any amendment or addition thereto and any right of Oklahoma City, OCWUT or the Water Service Provider to suspend or terminate wastewater service.

10. INFLOW AND INFILTRATION: Retail Service Customer must periodically inspect its private wastewater system and connections and must use its best efforts to reduce and eliminate inflow and infiltration. Should Retail Service Customer fail to take all reasonable actions to actively reduce inflow and infiltration, then Oklahoma City may adopt a cost-of-service rate, fee or charge to recover such costs and potential costs.

11. WASTEWATER QUALITY: For all industrial and commercial customers directly or indirectly connected to or contributing to Oklahoma City's Wastewater System, Retail Service Customer agrees to comply with Oklahoma City Municipal Code, and any amendments and any additions thereto, as a contract provision though not within the Oklahoma City limits.

12. REGULATORY AGENCIES: This Agreement is subject to such rules, regulations, or laws as may be applicable to similar municipally owned utilities and utility agreements in Oklahoma and their customers and contributors to the Oklahoma City's Wastewater System. Retail Service Customer will obtain any permits, certificates, or the like as may be required by the Oklahoma City Municipal Code (and any amendment and any addition thereto), Oklahoma County, ODEQ, and/or the State of Oklahoma.

13. PROPERTY RIGHTS: It is expressly understood and agreed by the parties that none of the provisions of this Agreement shall be construed to grant Owner or any Retail Service Customer any property rights of any nature or kind in the OKC Wastewater System or the OKC Retail Wastewater System. Owner and Retail Service Customers expressly covenant and agree to make no claim of any nature or kind under this Agreement upon such properties, systems, facilities, or rights of Oklahoma City or OCWUT. Retail Service Customer shall maintain all rights and ownership and responsibilities for all systems and facilities on Retail Service Customer's side of the POC(s) (outlet side of the wye connecting the private service line and Oklahoma City's Wastewater System).

14. NOT ASSIGN OR THIRD-PARTY RIGHTS: This Agreement binds the Owner, and any successors or transferees of the Owner in the School Site but may not be assigned by any party except upon the prior written consent of Oklahoma City and OCWUT. This Agreement does not establish and shall not be deemed to establish or recognize any right of any third-parties. No third-party beneficiaries are created or deemed to be created by this Agreement.

15. NOTICE: Notices or other communications to OKC/OCWUT pursuant to the provisions hereto will be emailed, and will be effective from date of email if subsequently confirmed first-class mail, postage prepaid, or hand delivered within three business days, to:

General Manager
Oklahoma City Water Utilities Trust
420 W. Main Street, Suite 500,
Oklahoma City, OK 73102
Email: chris.browning@okc.gov

Utilities Director
City of Oklahoma City
420 W. Main Street, Suite 500,
Oklahoma City, OK 73102
Email: chris.browning@okc.gov

and

City Clerk
City of Oklahoma City
200 N. Walker Avenue, 2nd Floor,
Oklahoma City, OK 73102
Email: cityclerk@okc.gov,

respectively, and bills, statements, notices, or communications to Owner shall be emailed, and will be effective from date of email if subsequently confirmed first-class mail, postage prepaid, or if hand delivered within three business days, to:

Deer Creek Public Schools
20701 N. MacArthur
Edmond, OK 73012

or such other addressees or to such other addresses as a party may notify all other parties hereto as provided in this provision.

16. CAPTIONS AND INTERPRETATIONS: The captions, titles, and headings contained herein are for convenience of reference only and do not control the interpretation of any provision hereof. When any word in this Agreement is used in the singular, it includes the plural, except where contrary intention plainly appears. When any word in this Agreement is used in the plural, it includes the singular, except where contrary intention plainly appears. When any word is used in the masculine, it includes the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

17. EXECUTE: The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

18. TIME IS OF THE ESSENCE: For the purpose of this Agreement, time shall be deemed to be of the essence.

19. LAW AND VENUE: This Agreement will be interpreted by and in accordance with Oklahoma law. The applicable venue for interpreting this Agreement and for any dispute among the parties is the appropriate state court in Oklahoma County, Oklahoma.

20. FORCE MAJEURE: Oklahoma City covenants to use their best efforts to furnish wastewater services pursuant to this Agreement as the same is generally delivered to similarly situated customers of their wastewater systems in the area of the POC(s). No party shall be considered in breach of this Agreement, less and except the Retail Service Customer's obligation to pay for the availability of wastewater service and for wastewater services provided, if prevented from fulfilling such obligations due to uncontrollable circumstances that neither party could reasonably have avoided. Such circumstances include, but are not limited to, flood, fire, earthquake, tornado, storm, lightning, war, riot, failure of facilities, freezing, or restraint by a court or public authority with jurisdiction over facility operations. A party unable to fulfill its obligations due to uncontrollable circumstances must promptly notify the other party and must remove or remediate the inability as soon as reasonably possible.

21. PLANNED REPAIRS AND EMERGENCIES: In the event that it is necessary for Oklahoma City to make planned or emergency repairs to its retail wastewater system, Oklahoma City will notify Owner as soon as practicable in the case of an emergency and in a reasonable time period in advance in the case of a planned repair of: (1) the location(s); (2) the estimated period during which repairs will affect service; and (3) the purpose for said repairs. In case of emergency, Oklahoma City will endeavor to receive and treat all wastewater discharged by Retail Service Customer as provided for herein.

22. WASTEWATER DISCHARGE.

A. Wastewater Volume

Oklahoma City has no obligation to accept or treat wastewater discharges in excess of the quality standards, characteristics, volume and flow rate set forth in this Agreement, the Oklahoma City Municipal Code (and any amendment and any addition thereto), or the design of the POC. Should Oklahoma City determine it advisable and prudent to expand Oklahoma City's Wastewater System to satisfy the additional discharges or services caused or requested by Retail Service Customers, Oklahoma City will amend its ordinances to increase the rates, charges, and fees to provide for funding and construction of the necessary improvements to the Retail Service Customer's wastewater system.

B. Wastewater Quality

Each party hereto shall have the right to sample effluent from and within the School Site and within Oklahoma County outside the Oklahoma City limits to ensure discharge standards and requirement are maintained.

23. BINDING EFFECT: This Agreement and the covenants and conditions contained herein shall apply to and be binding upon and inure to the benefit of the administrators, executors, legal representatives, heirs, assignees, successors, agents and assigns of the parties hereto, and shall run with the title of Owner in and to interests in the land described herein.

24. RECORDING: For any property served under this Agreement, a Memorandum of Retail Wastewater Service Agreement in the form attached as "Attachment C" shall be filed and indexed against the property in the School Site and maintained in the records of the County Registrar of Deeds for the County in which the property is situated. This Retail Wastewater Service Agreement must set out that the property is served subject to the terms and provisions of this Agreement. The Memorandum of Retail Wastewater Service Agreement must also set out and document that the property owner agrees to the conditions, requirements, and restrictions in this Agreement. In addition, the Memorandum of Retail Wastewater Service Agreement shall set out that the wastewater rates and charges to the property will be different from the wastewater

rates and charges in Oklahoma City. Additionally, the Memorandum of Retail Wastewater Service Agreement shall set out that wastewater service, flow rates and volumes is subject to the ability of Oklahoma City to provide service to the POC and neither OCWUT nor Oklahoma City warrant an unlimited quantity of wastewater to be accepted and treated. Finally, the Memorandum of Retail Wastewater Service Agreement must set out and document that the property owner agrees that should this Agreement or service from Oklahoma City be terminated or transferred that the property owner, and all successors and assigns, unconditionally and irrevocably agrees and consents to the creation of a wastewater or sewer assessment district (in accordance with Oklahoma Statutes Title 11 Chapter 37 or 39 or any amendment, revision or replacement thereof) and consent and agrees to pay for any costs and expenses may be necessary to provide and extend wastewater service to the property in accordance with the requirements of and as determined by Oklahoma City. A sample Memorandum of Retail Wastewater Service Agreement is attached hereto and incorporated herein.

APPROVED and SIGNED by the Mayor of The City of Oklahoma City, Oklahoma this
30TH day of JANUARY, 2024.

ATTEST: (Seal)

THE CITY OF OKLAHOMA CITY

Amy K Simpson
City Clerk



David Holt
Mayor

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

ATTEST: (Seal)

**OKLAHOMA CITY WATER UTILITIES
TRUST**

Amy K Simpson
Secretary



[Signature]
Vice Chairman

REVIEWED for form and legality.

Craig Keith
Assistant Municipal Counselor
The City of Oklahoma City

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

D. Barnes
President, Board of Education

STATE OF OKLAHOMA)

OKLAHOMA COUNTY) 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 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: 7/6/20



ATTACHMENT "A"
LEGAL DESCRIPTION OF THE SCHOOL SITE

Exhibit A

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.

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 N00°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 S89°38'05"W, a distance of 348.83 feet, more or less, to a set 3/8" Iron Rod;

Thence N34°56'09"E a distance of 100.58 feet, more or less, to a set 3/8" Iron Rod;

Thence N58°20'22"E a distance of 121.12 feet, more or less, to a set 3/8" Iron Rod;

Thence N88°08'56"E a distance of 156.79 feet, more or less, to a set 3/8" Iron Rod;

Thence N89°38'05"E a distance of 33.00 feet, more or less, to a set Mag Nail on east line of the northeast quarter;

Thence S00°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.

[illegible]

Attachment C

Return to:
The City of Oklahoma City
Office of City Clerk
Municipal Building
200 North Walker Ave.
Oklahoma City, Oklahoma 73102

Memorandum of Retail Wastewater Service Agreement

MEMORANDUM OF RETAIL WASTEWATER SERVICE AGREEMENT

This Memorandum of Retail Wastewater Service Agreement ("Memorandum") is entered into on this ____ day of _____, 2017, 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 Southwest Corner of Covell and Meridian ("School Site").

1. The Parties have entered into a certain agreement on the ____ day of _____, 2018, for the purpose of Oklahoma City and OCWUT to provide wastewater services in Oklahoma County outside of the Oklahoma City limits to the School Site ("Agreement"). All of the foregoing is set forth in the Agreement.
2. The initial agreement term will commence the ____ day of _____, 2018 and expire on June 30, 2019 unless renewed in writing signed by all of the parties for the period of time from July 1, 2019 to June 30, 2020. Additionally, should Retail Service Customer, as defined in the Agreement, continue to receive wastewater services after the expiration of the Agreement term, this Agreement will continue from year to year for such Retail Service Customer until Oklahoma City, OCWUT or Retail Service Customer provides notice of termination of service to that Retail Service Customer as provided therein.
3. The Agreement affects the real properties ("School Site") described in Attachments "A" which is attached hereto and incorporated herein.
4. Owner and the Retail Service Customer may receive wastewater services subject to the terms and provisions of the Agreement. Owner and its successors and assigns agree to the conditions, restrictions and requirements in the Agreement and the Oklahoma City Municipal Code, and any amendments and additions thereto, as contract terms though outside the Oklahoma City limits.

5. The wastewater rates and charges to Owner and Retail Service Customer will be different from the wastewater rates and charges to other properties.
6. The wastewater service for the School Site and the Retail Service Customer is subject to the terms, conditions, restrictions, and requirements in the Oklahoma City Municipal Code, and any amendments and additions thereto, as contract terms though outside the Oklahoma City limits.
7. This Memorandum is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, 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 Agreement, the provisions of the Agreement shall control. The Agreement 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 Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

Approved by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this _____ day of _____, 2018.

ATTEST: (SEAL)

THE CITY OF OKLAHOMA CITY

Frances Kersey, City Clerk

David Holt, **MAYOR**

STATE OF OKLAHOMA _____)

) **SS:**

OKLAHOMA COUNTY _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument as the _____ of _____, 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 _____ day of _____, 2018.

Notary Public # _____

My Commission expires: _____

APPROVED by the Oklahoma City Water Utilities Trust this ____ day of _____, 2018.

ATTEST: (SEAL)

OKLAHOMA CITY WATER UTILITIES TRUST

Secretary

CHAIRMAN

STATE OF OKLAHOMA _____)

_____) **SS:**
OKLAHOMA COUNTY _____)

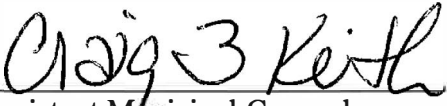
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument as the _____ of _____, and he acknowledged to me that he executed the same as his free and voluntary act and 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 ____ day of _____, 2018.

Notary Public # _____

My Commission expires: _____

REVIEWED as to form and legality.



Assistant Municipal Counselor
City of Oklahoma City

ATTACHMENT "A"
LEGAL DESCRIPTION OF THE SCHOOL SITE

Exhibit A

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Thence N00°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;

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