



City of Enid
401 W. Owen K. Garriott Road
Enid, Oklahoma 73701
580-234-0400

BOARD OF COMMISSIONERS

NOTICE OF MEETINGS

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 4th day of February, 2020, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2019 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 3rd day of February 2020, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JANUARY 23, 2020.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. CONSENT.

1. **APPROVE CHANGE ORDER NO. 6 WITH LUCKINBILL, INC., FOR PROJECT NO. S-1704A, THE 2017 SANITARY SEWER POINT REPAIR PROGRAM, IN THE DEDUCT AMOUNT OF \$963.14; AND ACCEPT THE PROJECT, AS COMPLETED BY THE CONTRACTOR.**
2. **ACCEPT PROJECT NO. S-1908C, SOCCER PARK SANITARY SEWER IMPROVEMENTS, AS COMPLETED BY THE CONTRACTOR, LUCKINBILL, INC.**
3. **APPROVE CHANGE ORDER NO. 2 WITH EMC SERVICES, LLC, FOR PROJECT NO. F-1812C, CHANNEL IMPROVEMENTS FROM MAYBERRY STREET TO HOOVER STREET, IN THE AMOUNT OF \$76,120.00 AND THE ADDITION OF 50 DAYS TO THE CONTRACT TIME, AND AUTHORIZE THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS.**
4. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT WL000024191047, TO REMOVE AND REPLACE THE EXISTING WATERLINE IN THE 200 BLOCK OF WEST MAPLE AVENUE, ENID, GARFIELD COUNTY, OKLAHOMA.**
5. **AUTHORIZE PAYMENT TO HAROLD AND LISA COFFMAN, GARFIELD COUNTY, OKLAHOMA, FOR DAMAGES RELATED TO A PERMANENT WATERLINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT RELATED TO THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL G-096 IN THE AMOUNT OF \$58,355.00.**
6. **AUTHORIZE PAYMENT TO BARRY AND CHERYL LANE, NOBLE COUNTY, OKLAHOMA, FOR EASEMENTS AND DAMAGES RELATED TO PERMANENT WATERLINE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS RELATED TO THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1 AND W-1912R3, AND ACCEPT THE EASEMENTS, IN THE TOTAL AMOUNT OF \$85,797.00.**
7. **ACCEPT A 27-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM CHRISTOPHER W. SCOTT AND RENEE D. SCOTT, OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-078, IN THE AMOUNT OF \$2,175.00, AND AUTHORIZE PAYMENT.**
8. **ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM CHARLENE F. HERMANSKI AND THE HERMANSKI REVOCABLE TRUST, OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-002, IN THE AMOUNT OF \$19,475.00, AND AUTHORIZE PAYMENT.**
9. **ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM THE EDENS FAMILY LAND TRUST, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-002A, IN THE AMOUNT OF \$7,800.00, AND AUTHORIZE PAYMENT.**

10. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM BLUECAT, LLC., OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-223, IN THE AMOUNT OF \$3,300.00, AND AUTHORIZE PAYMENT.
11. ACCEPT A 60-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM HAROLD BRENT COFFMAN, JR. AND LISA COFFMAN, OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-096, IN THE AMOUNT OF \$8,150.00, AND AUTHORIZE PAYMENT.
12. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM CHARLES K. PRICKETT AND CAROL E. PRICKETT, AND THE DONNA A. TEFFT REVOCABLE TRUST, OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-277, IN THE AMOUNT OF \$19,000.00 AND AUTHORIZE PAYMENT.
13. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM EDGAR D. SNYDER REVOCABLE TRUST, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-028, IN THE AMOUNT OF \$15,550.00, AND AUTHORIZE PAYMENT.
14. ACCEPT A CORRECTION TO A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FOR CARY JEAN WYATT, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-042.
15. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM CARY JEAN WYATT, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-044, IN THE AMOUNT OF \$1,375.00, AND AUTHORIZE PAYMENT.
16. APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF ENID AND DAVID ALLEN MEMORIAL BALLPARK, INC. AND INDEPENDENT SCHOOL DISTRICT NO. 57 OF GARFIELD COUNTY, OKLAHOMA.
17. APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,192,193.73.
7. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
8. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
9. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$178,398.99.
10. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.

11. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
12. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,000.00.
13. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
14. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
15. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,606.45.
16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
17. PUBLIC COMMENTS.
18. CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS THE SUDDENLINK FRANCHISE RENEWAL NEGOTIATIONS, AND RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.
19. ADJOURN.

City Commission Meeting

4.

Meeting Date: 02/04/2020

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JANUARY 23, 2020.

Attachments

Minutes

MINUTES OF REGULAR MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 23RD DAY OF JANUARY 2020

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 23rd day of January 2020, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2019 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 22nd day of January 2020.

-MAYOR AND BOARD OF COMMISSIONERS-

Mayor Pro Tem Ezzell called the meeting to order with the following members present and absent:

PRESENT: Commissioners Allen, Norwood, Waddell, Stallings, Mason and Mayor Pro Tem Ezzell.

ABSENT: Mayor Pankonin.

Staff present were City Manager Jerald Gilbert, Assistant City Manager Scott Morris, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Chris Gdanski, Public Utilities Director Lou Mintz, City Planner Chris Bauer, Fire Chief Joe Jackson, Police Captain Gary Fuxa, Human Resources Director Sonya Key, and Ex-Officio Member Chief Master Sergeant Frank Graziano, Jr.

Pastor Carrell Still of Willow Road Christian Church gave the Invocation, and the Flag Salute was led by Commissioner Johnathan Waddell.

Motion was made by Commissioner Norwood and seconded by Commissioner Waddell to approve the minutes of the regular Commission meeting of January 7, 2020, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Waddell, Stallings, Mason and Mayor Pro Tem Ezzell.

NAY: None.

Adoption Coordinator Erica Huffman presented “Puma”, a 1-year-old female cat available for adoption at the Enid Animal Shelter.

Court Clerk Nancy Chodrick, was recognized for her commitment and service to the City of Enid, as she retires after thirty years of employment.

Major General Michael C. Thompson, Adjutant General of the Oklahoma Army and Air National Guard, presented a Legion of Merit Award, which was the highest medal given and was usually presented at retirement, to Colonel Jerald Gilbert, City Manager of the City of Enid, who recently retired from military service, and recognized his accomplishments and success in his thirty-four years of service and commitment to the Army National Guard.

Mr. Mike Cooper, Vance Development Consultant, was unable to attend the meeting, so the Vance Quarterly update would be presented at a later date.

City Attorney Carol Lahman spoke regarding a proposed ordinance that addressed tobacco and vapor products. She explained that this was mostly a wording change. The police were concerned because in Section 5-6A-2A, the City merely said “purchase, receive, or possess a tobacco product”. In the title, it said tobacco or vapor products, but there was a misunderstanding regarding vapor products and nicotine. In order to clarify, Ms. Lahman included “or vapor product”, because not all vapor products involved nicotine or tobacco. All of the other proposed changes were to make the City ordinance more compatible with State law than it was before.

Motion was made by Commissioner Waddell and seconded by Commissioner Mason to an ordinance amending the Enid Municipal Code 2014, Title 5, “Public Safety”, Chapter 6, “Minors”, Article A “Tobacco And Vapor Products”, Section 5-6a-1, “Definitions” To Add “Proof Of Age” And Standardize Definitions; Section 5-6A-2, “Purchase Or Possession By Minors Of Tobacco Or Vapor Products” to clarify language; exception for minor employees; Section 5-6a-3, “Sell, Give, or Furnish Tobacco or Vapor Products To Minors”; providing for repealer, savings clause, severability and codification, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Waddell, Stallings, Mason and Mayor Pro Tem Ezzell.

NAY: None.

Motion was made by Commissioner Allen and seconded by Commissioner Mason, to approve a resolution amending the 2019-2020 Airport Fund Budget by appropriating additional funds in the amount of \$1,200,000.00 to increase the 2019-2020 appropriated amounts for the Airport Department, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Waddell, Stallings, Mason and Mayor Pro Tem Ezzell.

NAY: None.

Mayor Pro Tem Ezzell explained that he and his wife were donating an easement to the City, at no cost. He noted that he would be abstaining from the vote. He wanted to note, for record, that they were not receiving any type of compensation, aside from returning the property to the condition it was [currently] in, when the project was done.

Motion was made by Commissioner Waddell and seconded by Commissioner Norwood to accept a temporary construction easement of 800 square feet, more or less, from Ben and Stephanie Ezzell, Enid, Garfield County, Oklahoma, for Project No. F-1907C, the 400 East Randolph Avenue North Boggy Creek Bridge Replacement project, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Waddell, Stallings, and Mason.

NAY: Mayor Pro Tem Ezzell (abstained).

Motion was made by Commissioner Norwood and seconded by Commissioner Mason to approve staff recommendation on the following consent items as listed, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Waddell, Stallings, Mason and Mayor Pro Tem Ezzell.

NAY: None.

- (1) Approval of contract award for Project No. M-1902C (R), the ADA Compliance Program for Garfield Elementary School Rebid, to the only responsible bidder, JMB Concrete Construction, Inc., Enid, Oklahoma, in the amount of \$214,408.00, with work to be completed within 60 days; and authorize the Mayor to execute all contract documents;
- (2) Approval of contract award for Project No. M-2002C, Landfill Commercial Scale Access Road Improvements, Phase II, to the lowest responsible bidder, Rick Lorenz Construction, Inc., Enid, Oklahoma, in the amount of \$76,375.11, with a performance period of 75 days; and authorize the Mayor to execute all contract documents;
- (3) Approval of contract award for Project No. M-2003C, Landfill Convenience Center Upgrade, to the lowest responsible bidder, JMB Concrete Construction, Inc., Enid, Oklahoma, for the base bid and Alternate No. 1, in the amount of \$66,344.25, and a period of performance of 30 calendar days; and authorize the Mayor to execute all contract documents;

- (4) Approval of Change Order No. 1 with Luckinbill, Inc., for Project S-1801B, the 2018 Sanitary Sewer Video Inspections Project, to adjust for a reduction in the number of feet of pipe inspected, in the deduct amount of \$104,493.04;
- (5) Approval of Change Order No. 5 with Cimarron Construction Company, for Project W-1801C, the Broadway Avenue Waterline Relocation, US-81 to Washington Street, in the deduct amount of \$454.00; authorize the Mayor to execute all documents; and accept a portion of the project, as completed by the contractor;
- (6) Acceptance of the following described Public Utility Easement, a 10-foot wide public utility easement, at the City of Enid's Municipal Landfill, in Section 29, Township 22 North, Range 6 West of the Indian Meridian, to allow OG&E to extend power service to the facility;

(Copy Description)

- (7) Acceptance of the following described Public Access Easement, located in the north 300.00 feet of the south 332.00 feet of Lot 26, Subdivision of the SW/4 of Section 10, Township 22 North, Range 7 West of the Indian Meridian, Enid, Oklahoma, from Lighthouse C-Store IV, LLC, to provide for access between Jiffy Trip and Tommy's Car Wash; and authorize the Mayor to execute all documents;

(Copy Description)

- (8) Acceptance of the following described Public Easement and Right-of-Way, located in a tract of land situated in the SW/4 and the SE/4 of Section 8, Township 22 North, Range 6 West of the Indian Meridian, located at 524 South 9th Street, from PRGC5, LLC, Enid, Oklahoma, for development of Family Pharmacy; and authorize the Mayor to execute all related documents;

(Copy Description)

- (9) Approval to close projects and cancel Purchase Order 0092320 (R-0814A), Purchase Order 0138257 (R-1504B), Purchase Order 0124155 (R-0814A), Purchase Order 0116804 (G-1302B), Purchase Order 0133083 (R-1311A), Purchase Order 0137842 (R-1311A), Purchase Order 0116768 (W-1406A), and Purchase Order 0128861 (W-1406C), in the total amount of \$816,097.32, for engineering services that are no longer needed;
- (10) Acceptance of the June 30, 2019 Independent Auditor's Report on the financial statements of the City of Enid and its related authorities, as conducted by the firm of RSM US LLP;
- (11) Approval to reject all bids submitted on January 8, 2020 for the solicitation for the 2020 Code Department abatement program, and authorize a rebid;

and

(12) Allowance of the following claims for payment as listed:

(List Claims)

Vice-Chairman Ezzell adjourned the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Allen, Norwood, Waddell, Stallings, Mason and Vice-Chairman Ezzell, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Chairman Pankonin.

Chief Financial Officer Erin Crawford spoke regarding a resolution of the Enid Municipal Authority authorizing staff to pre-pay the outstanding amount of certain Clean Water SRF and Drinking Water SRF loan from the Oklahoma Water Resources Board (OWRB) and/or to accept certain loan payment savings as proposed by the Oklahoma Water Resources Board; and containing other provisions relating thereto. She explained that OWRB had notified staff in December that they had refinanced a series of their notes. In that refinancing, there were two loans that we hold with them there. They gave staff three options for each of those loans. One was to take a portion of the savings from the refinancing up front, for the March 2020 payment on each of those. The second option was for staff to take the cost savings in interest over the life of the remaining maturity. The third option was to pay off the loan.

She reviewed those options, and had spoken with Jon Wolfe, at Municipal Finance Services, about those options, and had Public Finance Law Group, who wrote the proposed resolution, also weigh in. The recommendation was for the wastewater treatment plant loan that was due in 2032, to take Option One, which was taking the same maturity, but would be a reduction of interest for the life of the loan of \$315,461.00. The other loan was for the water tower, and was due to pay off in March of 2021. The

recommendation for that one was to go ahead and pay that loan off, in full, at this time. The savings would be about \$18,000.00 of interest by doing that.

Motion was made by Trustee Waddell and seconded by Trustee Mason to approve said resolution, with the recommended options, and the vote was as follows:

AYE: Trustees Allen, Norwood, Waddell, Mason and Vice-Chairman Ezzell.

NAY: Trustee Stallings (abstained).

Motion was made by Trustee Norwood and seconded by Trustee Mason to allow the following claims for payment as listed, and the vote was as follows:

AYE: Trustees Allen, Norwood, Waddell, Stallings, Mason and Vice-Chairman Ezzell.

NAY: None.

(List Claims)

Vice-Chairman Ezzell adjourned the meeting to convene as the Enid Economic Development Authority.

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

PRESENT: Trustees Allen, Norwood, Waddell, Stallings, Mason, Vice-Chairman Ezzell, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Chairman Pankonin.

Motion was made by Trustee Waddell and seconded by Trustee Mason to allow the following claims for payment as listed, and the vote was as follows:

AYE: Trustees Allen, Norwood, Waddell, Stallings, Mason and Vice-Chairman Ezzell.

NAY: None.

(List Claims)

Vice-Chairman Ezzell adjourned the meeting to convene as the Enid Public Transportation Authority.

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

PRESENT: Trustees Allen, Norwood, Waddell, Stallings, Mason, Vice-Chairman Ezzell, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Chairman Pankonin.

Motion was made by Trustee Waddell and seconded by Trustee Norwood to allow the following claims for payment as listed, and the vote was as follows:

AYE: Trustees Allen, Norwood, Waddell, Stallings, Mason and Vice-Chairman Ezzell.

NAY: None.

(List Claims)

Vice-Chairman Ezzell adjourned the meeting to reconvene as the Enid City Commission.

- MAYOR AND BOARD OF COMMISSIONERS –

Ms. Diane Levesque, 1324 West Oak Avenue, addressed Commissioners, regarding PEG channels, and FCC regulations and compliance. She expressed concern that public access had been denied by the City. Additionally, she spoke regarding the PEG channels being a part of the franchise licensing provisions.

There being no further business to come before the Board at this time, motion was made by Commissioner Mason and seconded by Commissioner Waddell that the meeting adjourn, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Waddell, Stallings, Mason and Mayor Pro Tem Ezzell.

NAY: None.

The meeting adjourned at 6:57 P.M.

City Commission Meeting

6. 1.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 6 WITH LUCKINBILL, INC., FOR PROJECT NO. S-1704A, THE 2017 SANITARY SEWER POINT REPAIR PROGRAM, IN THE DEDUCT AMOUNT OF \$963.14; AND ACCEPT THE PROJECT, AS COMPLETED BY THE CONTRACTOR.

BACKGROUND:

This is an annual project which provides for the repairs of defective sanitary sewer main lines that are identified by video inspection of the sanitary sewer system. The locations that are repaired each year are identified and prioritized based on the lines' conditions.

This change order will adjust the bid quantities to match the final as-built quantities.

The original contract amount was \$346,859.00. Previous Change Orders brought the total amount of the contract to \$1,113,606.11. If Change Order No. 6, which reduces the cost by \$963.14, is approved, the final contract amount will become \$1,112,642.97.

RECOMMENDATION:

Approve Change Order No. 6 and Accept Project.

PRESENTER:

Murali Katta, P.E., City Engineer

Attachments

CO#6


City of Enid Change Order

Project Title: 2017 Sanitary Sewer Point Repair Program
 Project Number: S-1704A
 Change Order No.: Six (6) & Final
 Contractor: Luckinbill Inc.
 Date: February 4, 2020

Description of changed work including location, quantity, and type of change.
 This change order is necessary to adjust quantities to match the field quantities.

No.	Quan.	Unit	Item	Unit Price	Total Price
ADD					
5	6.421	SY	Remove & Replace, Concrete (Driveways & Parking Lot)	\$ (150.00)	\$ (963.14)
Total					\$ (963.14)

Original Contract:	\$ 346,859.00
Revised Contract Amount by any prior change orders:	\$1,113,606.11
Change Order - (deduct):	\$ (963.14)
Revised Contract:	\$1,112,642.97



 City Engineer

Date: 1/30/2020

Luckinbill Inc

 Contractor

By: 

Date: 1-28-20

 Mayor
 Date: _____

City Commission Meeting

6. 2.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT PROJECT NO. S-1908C, SOCCER PARK SANITARY SEWER IMPROVEMENTS, AS COMPLETED BY THE CONTRACTOR, LUCKINBILL, INC.

BACKGROUND:

This project included the installation of sanitary sewer infrastructure at the new soccer park site, located at the Southeast Quarter of Section 16, Township 22 North, Range 7 West of the Indian Meridian.

The contractor has completed all the work, including all punchlist items, and this item is presented to accept the project. The work is covered by a three-year Maintenance Bond which, will begin upon acceptance.

RECOMMENDATION:

Accept project.

PRESENTER:

Murali Katta, P.E., City Engineer

City Commission Meeting

6. 3.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 2 WITH EMC SERVICES, LLC, FOR PROJECT NO. F-1812C, CHANNEL IMPROVEMENTS FROM MAYBERRY STREET TO HOOVER STREET, IN THE AMOUNT OF \$76,120.00 AND THE ADDITION OF 50 DAYS TO THE CONTRACT TIME, AND AUTHORIZE THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS.

BACKGROUND:

This project improves the drainage of the channel from Mayberry Street to Hoover Street. This change order adds an additional 100 feet of channel improvements to the project, bringing the total length of improvements to approximately 554 linear feet out of the total 1,100 linear feet of the channel. Change Order No. 2 will increase the cost of the project by \$76,120.00 and add 50 days to the contract time.

The original contract amount was \$82,015.00. Including previous change orders, the contract amount became \$180,505.00. With the approval of Change Order No. 2, the revised contract amount will be \$256,625.00.

RECOMMENDATION:

Approve Change Order No 2 and authorize the Mayor to execute all Related Documents.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$256,625.00
Funding Source:
43-435-9251

Attachments

CO#2

City of Enid Change Order


Project Title: Paved Channel from West of Mayberry St. to Hoover St.
 Project Number: F-1812C
 Change Order No.: One (2) Two
 Contractor: EMC Services, LLC
 Date: February 4, 2020

The purpose of this change order is to extend the Hoover Drainage Improvement project to include Phase III. Phase III begins at the end of Phase II and extends west approximately 100 feet (Sta. 16+03.86 to Sta. 17+03.86). In addition this change order adds 50 days to the original contract.

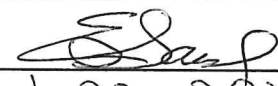
No.	Quan.	Unit	Item	Unit Price	Total Price
DEDUCT					
Subtotal					
					\$ -
ADD					
1	1	LS	Mobilization	\$ 500.00	\$ 500.00
2	1	LS	Cleaning & Grubbing	\$ 1,100.00	\$ 1,100.00
3	145	CY	Excavation Unclassified	\$ 30.00	\$ 4,350.00
4	15	CY	Borrow Unclassified	\$ 32.00	\$ 480.00
5	517	SY	6" Reinforced Concrete Channel	\$ 76.00	\$ 39,292.00
7	166	TON	8" Aggregate Base	\$ 60.00	\$ 9,960.00
8	3,512	LB	Steel	\$ 1.50	\$ 5,268.00
10	1,260	SY	Solid Slabs Sodding	\$ 5.00	\$ 6,300.00
11	1	LS	Vegetation Maintenance	\$ 1,000.00	\$ 1,000.00
12	1	LS	Erosion Control	\$ 650.00	\$ 650.00
13	1	LS	Construction Staking	\$ 1,400.00	\$ 1,400.00
14	1	LS	Bonds & Insurance (3-year)	\$ 1,500.00	\$ 1,500.00
15	36	EA	Wheep holes	\$ 120.00	\$ 4,320.00
Subtotal					
					\$ 76,120.00
Total					
					\$ 76,120.00

Original Contract:	\$ 82,015.00
Revised Contract by any prior change orders:	\$ 180,505.00
Change Order - add or (deduct):	\$ 76,120.00
Revised Contract:	\$ 256,625.00

Original Contract time	80 Days
Changer - add previous (add)	80 Days
Changer - add or (deduct)	50 Days
Revised contract time	210 Days



 City Engineer
 Date: 1/23/2020

EMC Services, LLC
 Contractor
 By: 
 Date: 1-23-2020

 Mayor
 Date: _____

City Commission Meeting

6. 4.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT WL000024191047, TO REMOVE AND REPLACE THE EXISTING WATERLINE IN THE 200 BLOCK OF WEST MAPLE AVENUE, ENID, GARFIELD COUNTY, OKLAHOMA.

BACKGROUND:

ODEQ approved a permit for the construction of 577 linear feet of an eight-inch PVC potable waterline, eight linear feet of a six-inch PVC potable waterline, 114 linear feet of a six-inch PVC fire service line; all the lines are located in and serve the City of Enid, Garfield County, Oklahoma. This work is part of local street improvement program. The replacement of these waterlines is required prior to the reconstruction of the street.

Upon acceptance of Permit No. WL000024191047 by Commissioners, it will be recorded as permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Murali Katta, P.E., City Engineer

Attachments

ODEQ Permit

RECEIVED JAN 21 2020



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

January 07, 2020

Mr. Jerald Gilbert, City Manager
City of Enid
401 W Owen K. Garriott Road
Enid, Oklahoma 73701

Re: Permit No. WL000024191047
City of Enid - West Maple Avenue Waterline Relocation
Facility No. 2002412

Dear Mr. Gilbert:

Enclosed is Permit No. WL000024191047 for the construction of 577 linear feet of eight (8) inch PVC potable waterline, 8 linear feet of six (6) inch PVC potable waterline, 114 linear feet of six (6) inch PVC fire service line, and all appurtenances to serve the City of Enid, Garfield County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on January 07, 2020. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Enid, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads 'Arya Simon'. The signature is written in a cursive, flowing style.

Arya Simon, E.I.
Construction Permit Section
Water Quality Division

AS/RC/ag

Enclosure

c: Bill Kropf, Regional Manager, DEQ
ENID DEQ OFFICE
Brian Ray Cales, PE, Olsson Associates





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000024191047

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

January 07, 2020

Pursuant to O.S. 27A 2-6-304, the City of Enid is hereby granted this Tier I Permit to construct 577 linear feet of eight (8) inch PVC potable waterline, 8 linear feet of six (6) inch PVC potable waterline, 114 linear feet of six (6) inch PVC fire service line, and all appurtenances to serve the West Maple Avenue Waterline Relocation, located in SW/4, NE/4 of Section 7, T-22-N, R-6-W, Garfield County, Oklahoma, in accordance with the plans approved January 07, 2020.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000024191047

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000024191047

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

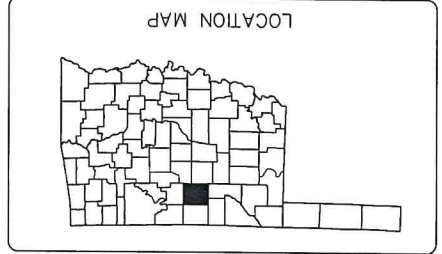
Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in blue ink, appearing to read 'Rocky Chen', is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

Handwritten initials 'AS' in blue ink, located to the right of the signature line.





CITY COMMISSIONERS
 GEORGE PANKONIN MAYOR
 WARD 1 JERRY ALLEN
 WARD 2 DERWIN NORWOOD
 WARD 3 BEN EZZELL
 WARD 4 JONATHAN WADDELL
 WARD 5 ROB STALLINGS
 WARD 6 DAVID MASON

UTILITY CONTACTS

COMPANY	CONTACT	PHONE #
A&T	RADRICK CLINE	(405) 743-6180
OKLAHOMA GAS & ELECTRIC	SCOTT BLODGETT	(580) 249-2353
OKLAHOMA NATURAL GAS	KEITH WARD	(405) 556-6401
SUDENLINK (CATV)	MATT WERTHMANN	(405) 334-0064
WATER PRODUCTION	MICHAEL HUMPHRIES	(580) 231-0123
TRAFFIC CONTROL	MICHAEL WILLIAMS	(580) 616-7333
PIONEER TELEPHONE	STEVE LIEBEL	(405) 375-0714

CITY OF ENID CONTACTS

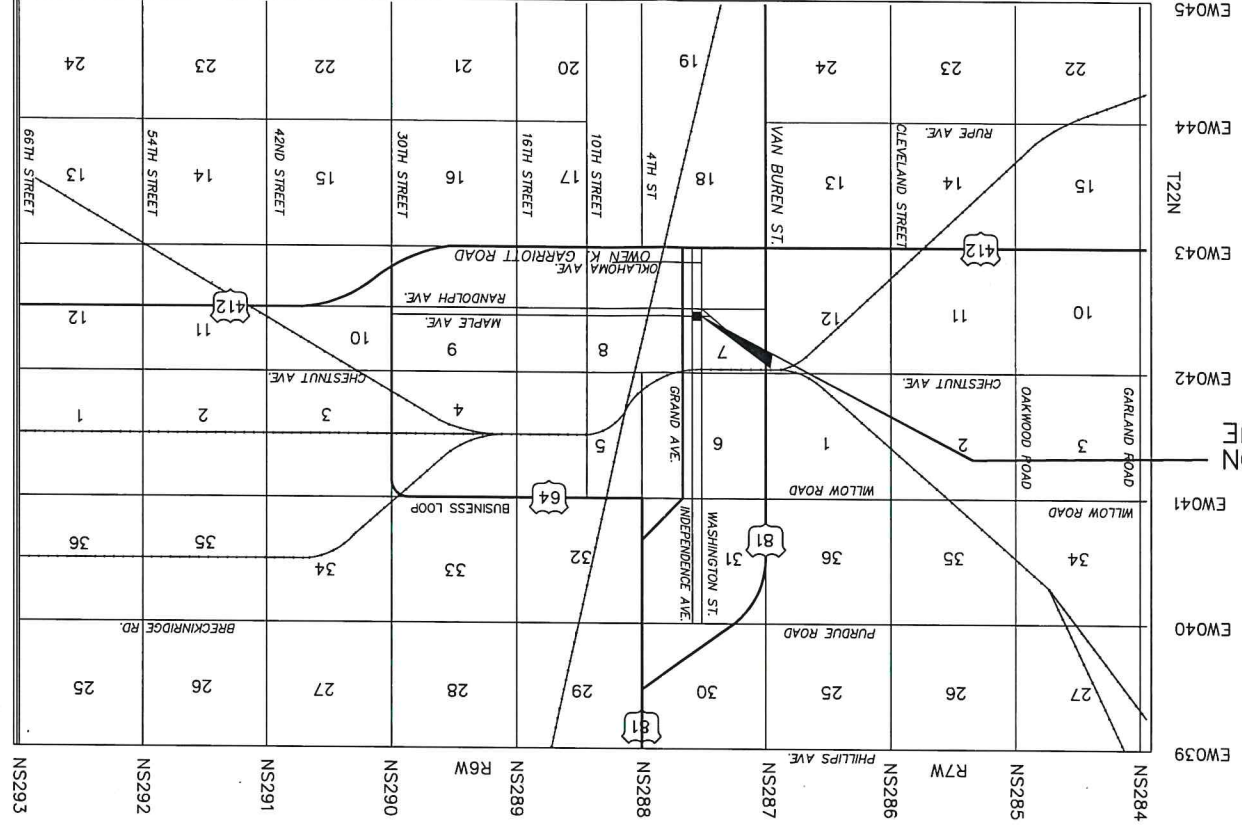
JERALD GILBERT CITY MANAGER
 CHRIS GDANSKI DIRECTOR OF ENGINEERING SERVICES
 MURALI KATTA, P.E. CITY ENGINEER (580) 616-7231
 EVERETT GLENN DIRECTOR OF PUBLIC WORKS
 LOUIS MINTZ DIRECTOR OF PUBLIC UTILITIES
 JASON UNRUH, P.E. PROJECT ENGINEER (508) 616-7233

CONVENTIONAL SYMBOLS

- W EXISTING WATER
- SS SANITARY SEWER
- ST STORM SEWER
- GAS GAS
- UGT TELEPHONE UG
- AT&T AT&T UG
- UGC ELECTRIC UG
- P-OH ELECTRIC OVERHEAD
- X FENCE
- FIBER FIBER OPTIC
- TRC TRAFFIC CONDUIT
- EXISTING PROPERTY LINE
- EXISTING RAILWAY
- SURVEY CONTROL
- SIGN
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- EXISTING MANHOLE
- EXISTING TRAFFIC SIGNAL
- EXISTING PARKING SIGN
- SANITARY MANHOLE
- POWER POLE

SCALES
 1" = 30'
 1" = 500'

PROJECT LOCATION
 WEST MAPLE AVENUE



CITY OF ENID - Garfield County
 WATER CONST. PERMIT FILE: FACILITY #2002412

WL000024191047

200 BLOCK OF W. MAPLE AVE WATERLINE RELOCATION
 W-1907C1
 2019 LOCAL STREET PROGRAM
 PLAN OF PROPOSED



STATE OF OKLAHOMA
 DEPARTMENT OF ENVIRONMENTAL QUALITY
APPROVED
 JAN 07 2020
 Rocky W. Chen, P.E.
 Water Quality Division
 Construction Permitting Section

RECEIVED
 DEC 20 2019
 WATER QUALITY DIVISION
 CONSTRUCTION PERMITS
 CK# 00211461
 \$230.83

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
01	TITLE
02	GENERAL NOTES & PAY QUANTITIES
03	PLAN & PROFILE LINE A
04	PLAN & PROFILE LINE B & ENLARGED VIEWS
05	STANDARD DETAILS

CITY OF ENID STANDARD DRAWINGS USED

- SWD-1: WATER LINE BLOCKING DETAILS
- SWD-2: MISC WATER LINE CONSTRUCTION STDS
- SWD-10: PAVEMENT REPAIR FOR UTILITY CROSSING

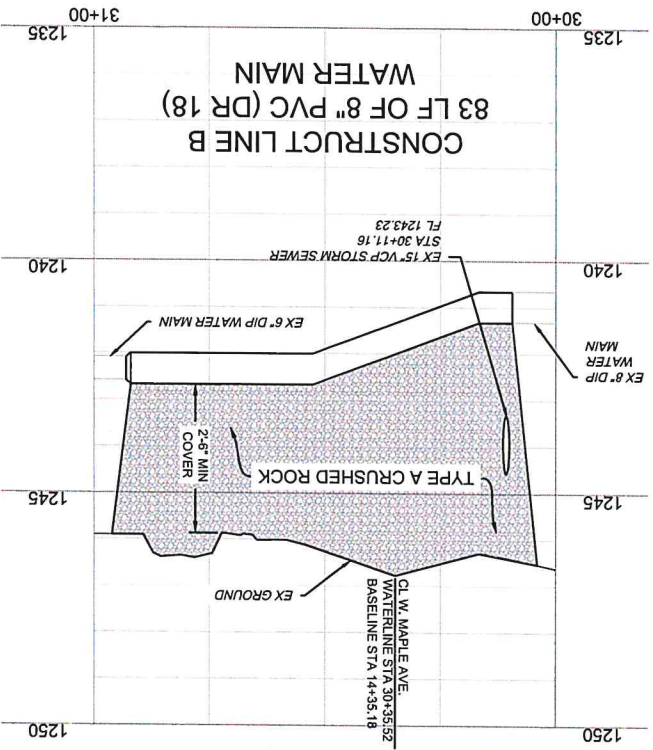
*****CAUTION*****
 CONTRACTOR IS TO HAVE ALL
 UNDERGROUND UTILITIES FIELD
 MARKED PRIOR TO EXCAVATION.
 CALL OKIEONE 1-800-522-6543

UTILITY WARNING
 THE ENGINEER AND SURVEYOR MAKES NO GUARANTEE
 THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE
 ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR
 ABANDONED, AND FURTHER DO NOT WARRANT THAT THE
 UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT
 LOCATION INDICATED. THE SURVEYOR OR ENGINEER HAS
 NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



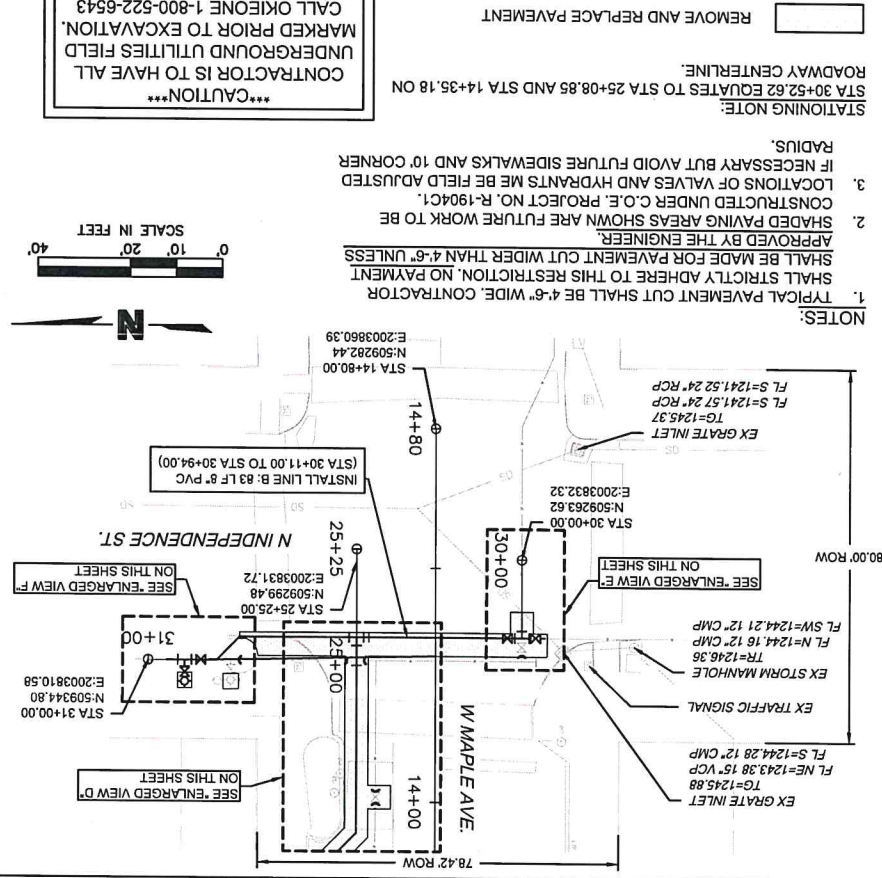
PREPARED BY: OLSSON
 BRIAN CALES, P.E.
 OKLA. REG. NO. 24567
 C.A. 2483
 EXP. 06-30-2021
 DATE 11-22-2019

DATE APPROVED _____
 BY _____
 Project No. W-1907C1
 Sheet No. 01

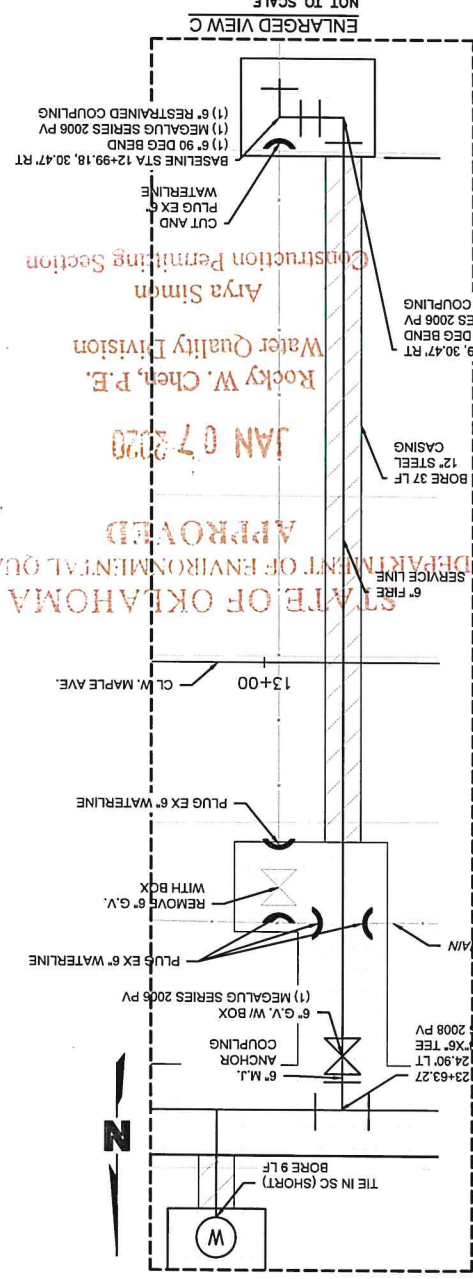
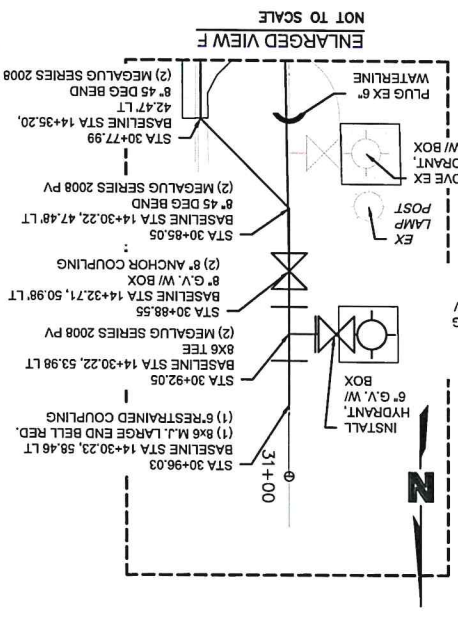
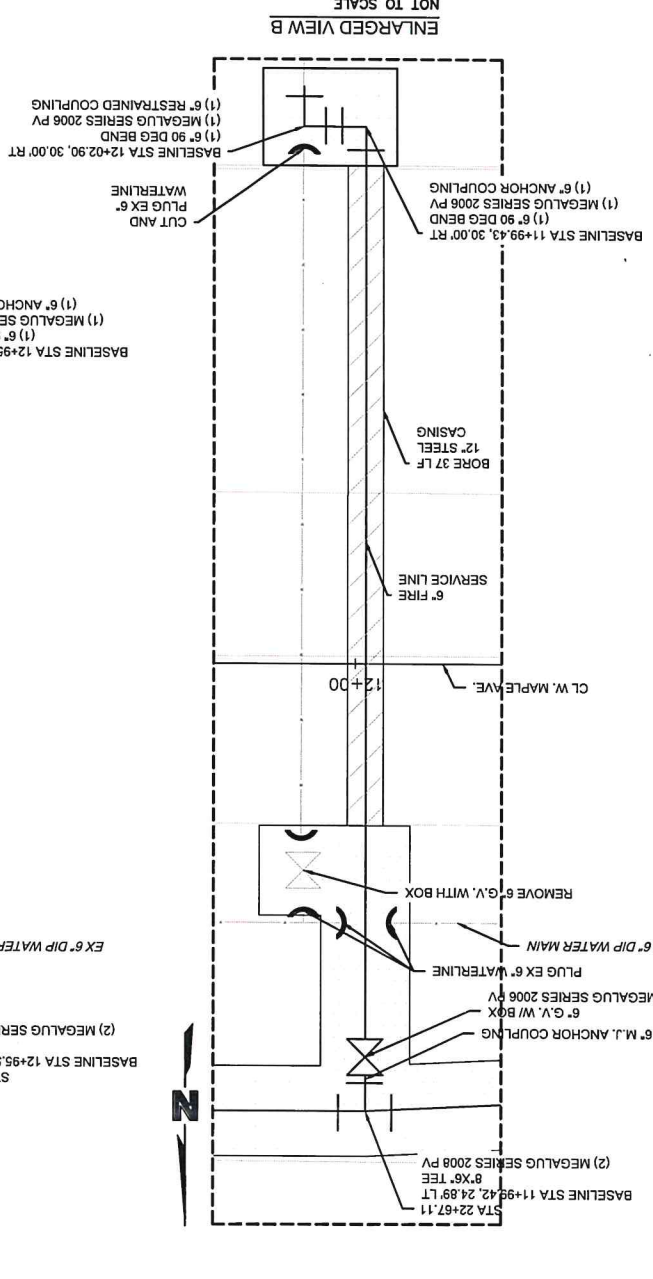
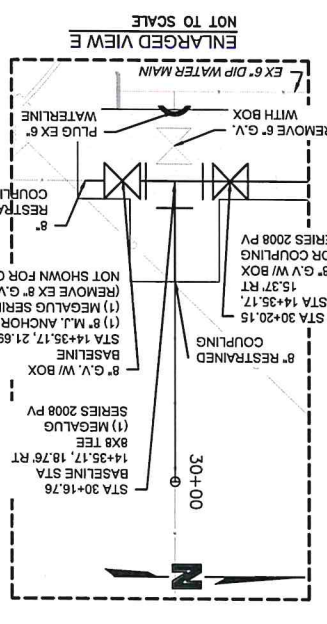
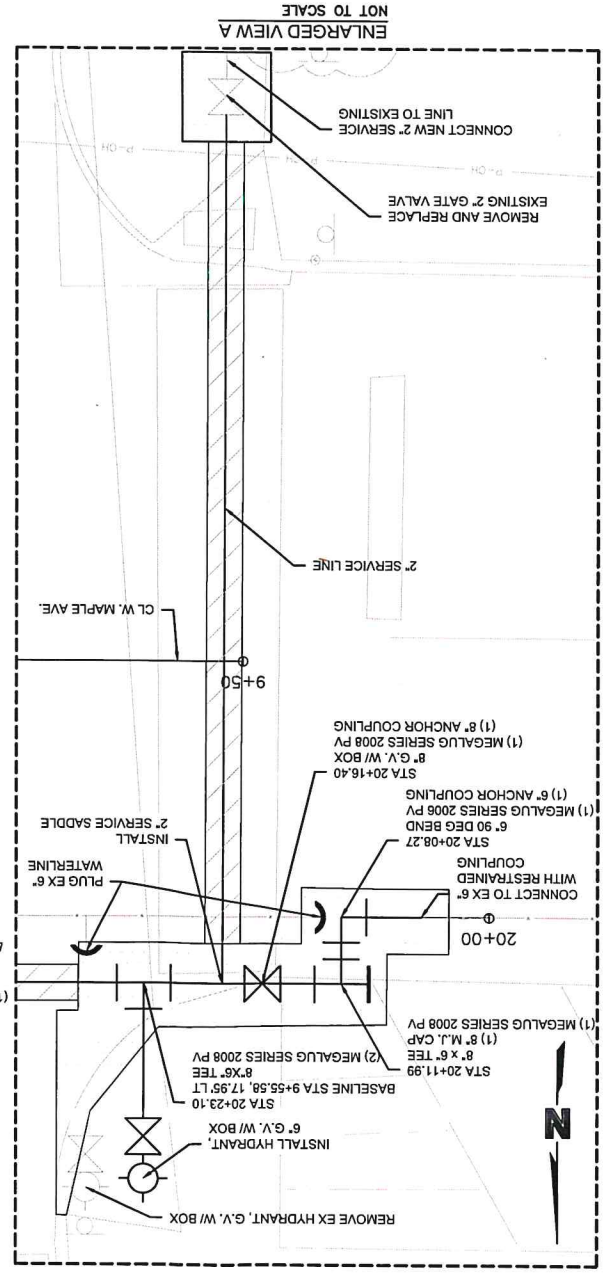
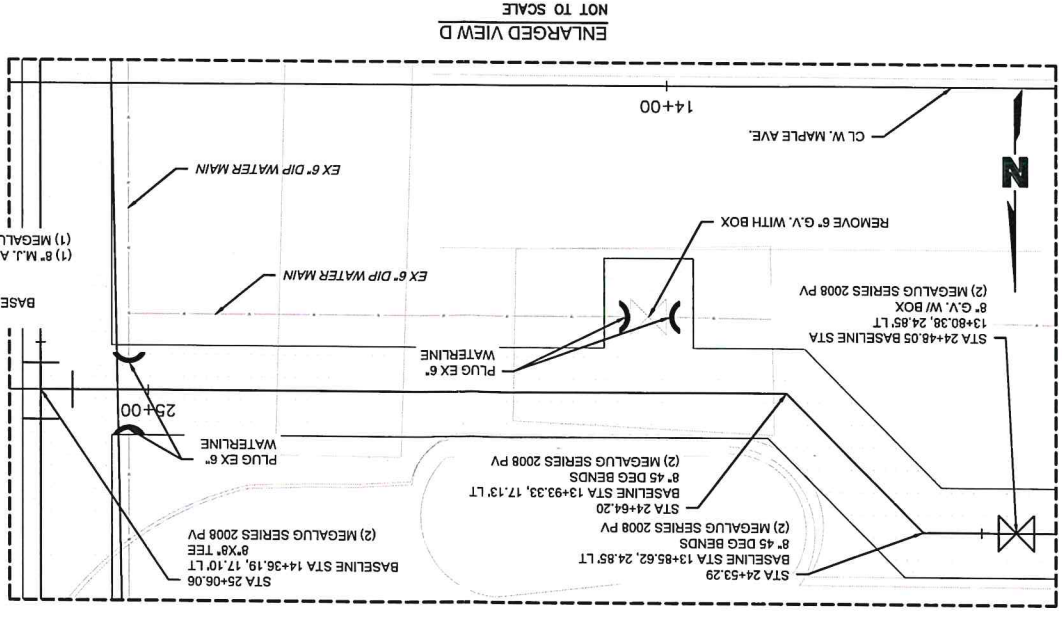


UTILITY WARNING
 THE ENGINEER AND SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, AND FURTHER DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR OR ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

*****CAUTION*****
 CONTRACTOR IS TO HAVE ALL UNDERGROUND UTILITIES FIELD MARKED PRIOR TO EXCAVATION.
 CALL OKIEONE 1-800-522-6543



- NOTES:**
- TYPICAL PAVEMENT CUT SHALL BE 4'-6" WIDE. CONTRACTOR SHALL STRICTLY ADHERE TO THIS RESTRICTION, NO PAVEMENT SHALL BE MADE FOR PAVEMENT CUT WIDER THAN 4'-6" UNLESS APPROVED BY THE ENGINEER.
 - SHADED PAVING AREAS SHOWN ARE FUTURE WORK TO BE CONSTRUCTED UNDER C.O.E. PROJECT NO. R-1904C1.
 - LOCATIONS OF VALVES AND HYDRANTS BE FIELD ADJUSTED IF NECESSARY BUT AVOID FUTURE SIDEWALKS AND 10' CORNER RADIUS.
- STATIONING NOTE:
 STA 30+52.62 EQUATES TO STA 25+08.85 AND STA 14+35.18 ON ROADWAY CENTERLINE.



PLAN AND PROFILE (LINE B) & ENLARGED VIEWS

SHEET 04

1/22/2019
 drawing no.:
 project no.: 019-0594
 title: ENID LOCAL STREETS PROGRAM
 checked by: KLR
 approved by: KLR
 date: 11/22/2019

200 BLOCK OF WEST MAPLE AVENUE
 W-1907C1 - 2019 ENID LOCAL STREETS PROGRAM
 ENID, OKLAHOMA

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION



olsson

201 N.W. 53rd Street, Suite 130
 Oklahoma City, OK 73118
 TEL: 405.242.6800
 www.olson.com

STATE OF OKLAHOMA
 DEPARTMENT OF ENVIRONMENTAL QUALITY
 APPROVED
 JAN 07 2020
 Rocky W. Chen, P.E.
 Water Quality Division
 Arya Simion
 Construction Permitting Section

City Commission Meeting

6. 5.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AUTHORIZE PAYMENT TO HAROLD AND LISA COFFMAN, GARFIELD COUNTY, OKLAHOMA, FOR DAMAGES RELATED TO A PERMANENT WATERLINE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT RELATED TO THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL G-096 IN THE AMOUNT OF \$58,355.00.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. Harold and Lisa Coffman own a parcel of land along the pipeline alignment. The damages for the easement will total to \$58,355.00.

Approval of this item will authorize the payment to be issued to Harold and Lisa Coffman, to pay for the damages.

RECOMMENDATION:

Authorize payment of the damages for Harold and Lisa Coffman.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$58,355.00
Funding Source:
44-445-9151

Attachments

COFFMAN

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # G-096 / 0000-26-23N-07W-2-100-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Harold Brent Coffman, Jr. and Lisa Coffman, as joint tenants**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 9TH day of DECEMBER, 2019.

OWNER(S):

Harold Brent Coffman, Jr.
Harold Brent Coffman, Jr.

Harold Brent Coffman, Jr.
Printed Name

Lisa Coffman
Lisa Coffman

Lisa Coffman
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF CARFILLD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of DECEMBER, 2019, personally appeared, HAROLD BRENT COFFMAN & LISA COFFMAN me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated December 9th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated December 9th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and HAROLD BRONT LOFFMAN & LISA LOFFMAN ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain all pipeline(s) with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. No pipeline shall be more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Access to Easements. Ingress and egress to the Easements by Grantee shall be limited to the gates provided by the Grantee.
5. Final Pipeline Design. Except as otherwise provided herein, the specifications of the Pipeline, as last amended, prepared for Grantee are incorporated herein by reference and Grantee's work and structures installed on the Easements shall conform to such specifications, unless otherwise agreed to in writing by Grantor. Grantee shall provide a copy of the Final Design Record Drawings for the constructed pipeline associated with this easement to Grantor within 90 days from the completion of the Kaw lake program.
6. Protection of Topsoil. During installation of the Pipeline, topsoil shall be stripped and stockpiled in a windrow along easement and replaced to pre-existing depths. Top soil shall not be mixed with rocks or construction debris.
7. Protection of Terraces. Should there be any terraces or conservation structures within the Easements that are crossed by the Pipeline, all such terraces or conservation structures shall be replaced and reconstructed by Grantee to their pre-construction condition.
8. Above Ground Equipment. Any perpetual above- ground equipment or appurtenances of any kind are to be placed by Grantee on the permanent easement and shall be located as

required by Oklahoma Department of Environmental Quality. Installation of equipment and appurtenances will be minimized to critical high and low elevation locations, and critical water, road, and railroad crossings along the pipeline. Appurtenances will be required for air relief at the high points and drain values at the low points of the buried pipeline. Appurtenances necessary for isolation of the pipeline segments, access into the pipeline, and operational testing locations, will be located at the terminal points of the easement, adjacent to adjoin lands and existing roadways. Grantee shall not house its employees or contractors on the property.

9. As Built Survey. Within 90 days following completion of construction of the Kaw Lake Program, Grantee shall file with the county clerk of the county where the Easements are located an "as built survey" reflecting the actual location of the Pipeline. The Temporary Construction Easement shall expire and the Permanent Easement shall solely exist. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall establish the location of the Permanent Easement.
10. Restoration of Surface. Within 120 days after installation of the Pipeline, weather and soil conditions permitting Grantee shall repair and restore Grantor's property as nearly as possible to its original condition and contour. Grantee recognizes that the Pipeline may be installed across rocky terrain.
11. Rocks. Grantee shall consult with Grantor with regard to the removal of rocks that are displaced or brought to the surface within the Easements because of Grantee's work and dispose of such rocks at the direction of Grantee or remove such rocks from the Property.
12. Removal of Trash. Grantee will take reasonable step to control all trash, waste materials and other debris ("Debris") created from its Work on the Easements and remove all Debris from the Easements (or with Grantor's permission from Grantor's adjacent property should any Debris have blown onto such adjacent property) within thirty (30) days after completion of construction of the Pipeline on the Easements, and within thirty (30) days after any other subsequent work performed by Grantee in the Permanent Easement. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
13. Backfill. Upon installation of the Pipeline and removal of rocks as provided herein, Grantee shall maintain the trench created by the installation of the Pipeline such that any sinking or sink holes are filled with quality top soil. Grantee shall take appropriate steps to monitor the easement for sinking or sink holes and promptly cause such sinking or sink holes to be remedied and this responsibility shall continue for at least 10 years subsequent to completion of the Pipeline construction.
14. Protection from Erosion. Any erosion damage occurring inside or outside of the Easements that is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense for so long as the Permanent Easement remains in effect.
15. Damages. Grantee will pay all reasonable costs and expenses (including without limitation, reasonable attorneys' fees) that result from Grantee's, or anyone acting on the Grantee's behalf, use of the Easements, including, but not limited to, damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems,

produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures, terraces, waterways or timber, except to the extent the damages are caused by Grantor.

16. Adjacent Property of Grantor. Grantee shall not access or enter any adjacent property owned by Grantor.
17. Grantor's Continued Use. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances Grantor, its successors, heirs or assigns, reserve the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area or adjacent property.
18. Fencing. Grantee shall have the right to cut all fences to have access to the Easement Area for construction purposes only, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the Pipeline. If Grantor or assign's livestock escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the Property and any and all related actions arising from such occurrence(s).
19. Indemnity. Grantee, on its own behalf and on behalf of its successors, assigns, contractors and independent contractors (collectively the "Indemnitors") agree to hold harmless, defend, and indemnify Grantor, its lessees, invitees, permittees, successors and assigns (collectively the "Indemnitees") from and against any and all claims, losses, damages, costs and expenses incurred by Indemnitees (including without limitation, those incurred in enforcing Indemnitors' obligations hereunder) as a result of any Indemnitors' construction, use, operation or maintenance of a Pipeline on the Easements or any other authorized or unauthorized use of Grantor's property adjacent to the Easements by any one of the Indemnitors.
20. Abandonment of Easement – Pipeline Stays in Place. Should Grantee abandon the Permanent Easement, the Pipeline and any improvements shall remain in place and become the property of the Grantor indefinitely.
21. Compliance. Grantee agrees that it will comply with all environmental statutes and regulation having jurisdiction over natural gas pipelines.
22. Notices. All notices under this Agreement shall be in writing, addressed to the addresses first set forth in this Agreement and be delivered by certified mail, postage prepaid, and

return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.

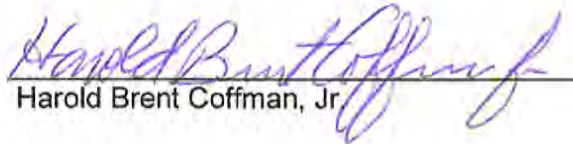
- 23. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

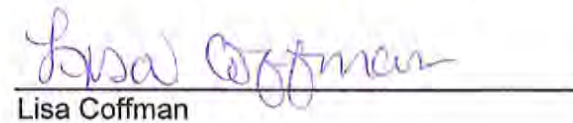
GRANTEE:

GRANTOR:

THE CITY OF ENID, OKLAHOMA,
a municipal corporation

By: _____


Harold Brent Coffman, Jr


Lisa Coffman

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # G-096 / 0000-26-23N-07W-2-100-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Harold Brent Coffman, Jr. and Lisa Coffman, as joint tenants**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 9th day of December, 2019.

OWNER(S):

Harold Brent Coffman Jr
Harold Brent Coffman, Jr.

Harold Brent Coffman Jr
Printed Name

Lisa Coffman
Lisa Coffman

Lisa Coffman
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of December, 2019, personally appeared, Harold Brent Coffman Lisa Coffman to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec. 9th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec 9th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and HAROLD BARNETT COFFMAN & LISA COFFMAN ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain all pipeline(s) with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. No pipeline shall be more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Access to Easements. Ingress and egress to the Easements by Grantee shall be limited to the gates provided by the Grantee.
5. Final Pipeline Design. Except as otherwise provided herein, the specifications of the Pipeline, as last amended, prepared for Grantee are incorporated herein by reference and Grantee's work and structures installed on the Easements shall conform to such specifications, unless otherwise agreed to in writing by Grantor. Grantee shall provide a copy of the Final Design Record Drawings for the constructed pipeline associated with this easement to Grantor within 90 days from the completion of the Kaw lake program.
6. Protection of Topsoil. During installation of the Pipeline, topsoil shall be stripped and stockpiled in a windrow along easement and replaced to pre-existing depths. Top soil shall not be mixed with rocks or construction debris.
7. Protection of Terraces. Should there be any terraces or conservation structures within the Easements that are crossed by the Pipeline, all such terraces or conservation structures shall be replaced and reconstructed by Grantee to their pre-construction condition.
8. Above Ground Equipment. Any perpetual above- ground equipment or appurtenances of any kind are to be placed by Grantee on the permanent easement and shall be located as

required by Oklahoma Department of Environmental Quality. Installation of equipment and appurtenances will be minimized to critical high and low elevation locations, and critical water, road, and railroad crossings along the pipeline. Appurtenances will be required for air relief at the high points and drain valves at the low points of the buried pipeline. Appurtenances necessary for isolation of the pipeline segments, access into the pipeline, and operational testing locations, will be located at the terminal points of the easement, adjacent to adjoin lands and existing roadways. Grantee shall not house its employees or contractors on the property.

9. As Built Survey. Within 90 days following completion of construction of the Kaw Lake Program, Grantee shall file with the county clerk of the county where the Easements are located an "as built survey" reflecting the actual location of the Pipeline. The Temporary Construction Easement shall expire and the Permanent Easement shall solely exist. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall establish the location of the Permanent Easement.
10. Restoration of Surface. Within 120 days after installation of the Pipeline, weather and soil conditions permitting Grantee shall repair and restore Grantor's property as nearly as possible to its original condition and contour. Grantee recognizes that the Pipeline may be installed across rocky terrain.
11. Rocks. Grantee shall consult with Grantor with regard to the removal of rocks that are displaced or brought to the surface within the Easements because of Grantee's work and dispose of such rocks at the direction of Grantee or remove such rocks from the Property.
12. Removal of Trash. Grantee will take reasonable step to control all trash, waste materials and other debris ("Debris") created from its Work on the Easements and remove all Debris from the Easements (or with Grantor's permission from Grantor's adjacent property should any Debris have blown onto such adjacent property) within thirty (30) days after completion of construction of the Pipeline on the Easements, and within thirty (30) days after any other subsequent work performed by Grantee in the Permanent Easement. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
13. Backfill. Upon installation of the Pipeline and removal of rocks as provided herein, Grantee shall maintain the trench created by the installation of the Pipeline such that any sinking or sink holes are filled with quality top soil. Grantee shall take appropriate steps to monitor the easement for sinking or sink holes and promptly cause such sinking or sink holes to be remedied and this responsibility shall continue for at least 10 years subsequent to completion of the Pipeline construction.
14. Protection from Erosion. Any erosion damage occurring inside or outside of the Easements that is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense for so long as the Permanent Easement remains in effect.
15. Damages. Grantee will pay all reasonable costs and expenses (including without limitation, reasonable attorneys' fees) that result from Grantee's, or anyone acting on the Grantee's behalf, use of the Easements, including, but not limited to, damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems,

return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.

23. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:


GRANTOR:

THE CITY OF ENID, OKLAHOMA,
a municipal corporation

By: _____



Harold Brent Coffman, Jr.



Lisa Coffman

EXHIBIT "A"

TRACT - G-096 PARCEL# 0000-26-23N-07W-2-100-00

HAROLD BRENT AND LISA COFFMAN

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-six (26), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, State of Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast corner of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence S 00°01'06" E along the East line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) a distance of 60.00 feet; thence leaving said East line S 89°55'08" W a distance of 1118.50 feet to the West line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence N 00°05'20" W along said West line, a distance of 60.00 feet to the North line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence N 89°55'08" E along said North line, a distance of 1118.58 feet to the **POINT OF BEGINNING**, containing 67,112 square feet or 1.54 acres, more or less.

Also:

A Fifty-foot Temporary Construction Easement containing 55,924 square feet, or 1.28 acres more or less being South of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 12th day of October, 2018.



Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020

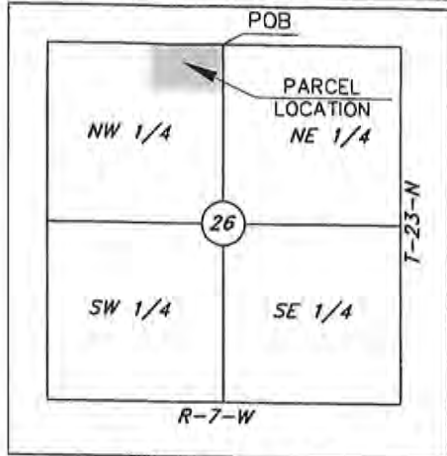


Exhibit "B"

TRACT G-096
 PARCEL# 0000-26-23N-07W-2-100-00
 HAROLD BRENT AND LISA COFFMAN
 BOOK 2072 PAGE 961
 GARFIELD COUNTY, OKLAHOMA
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



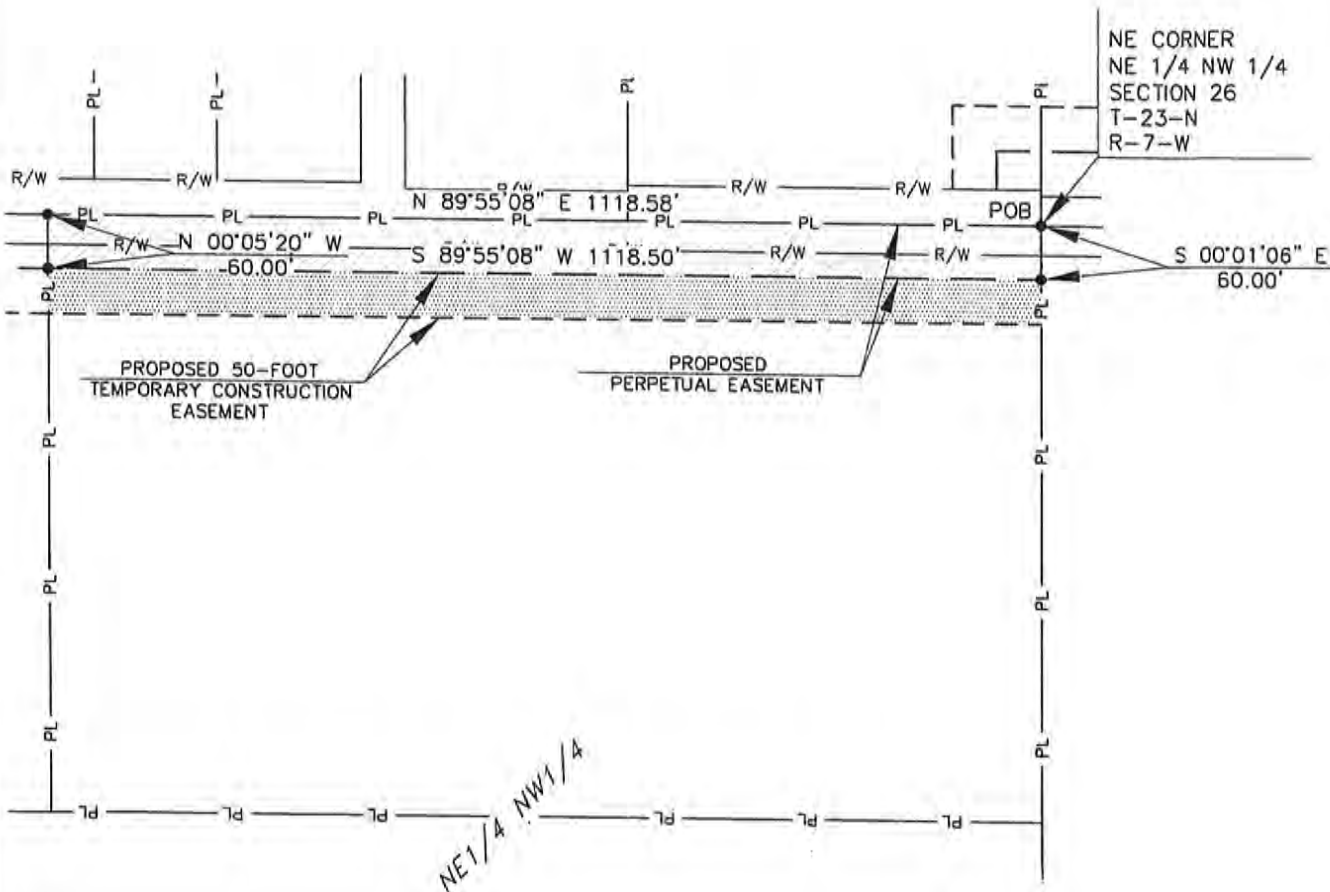
LOCATION MAP
 NOT TO SCALE

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 200'

Perpetual Easement 67,112 S.F. 1.54 Acres
 Temp Construction Easement 55,924 S.F. 1.28 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



NE 1/4 NW 1/4

City Commission Meeting

6. 6.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AUTHORIZE PAYMENT TO BARRY AND CHERYL LANE, NOBLE COUNTY, OKLAHOMA, FOR EASEMENTS AND DAMAGES RELATED TO PERMANENT WATERLINE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS RELATED TO THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1 AND W-1912R3, AND ACCEPT THE EASEMENTS, IN THE TOTAL AMOUNT OF \$85,797.00.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose properties the Kaw Lake raw water pipeline crosses. Barry and Cheryl Lane own three parcels of land along the pipeline alignment. The total cost for the easements and damages will total to \$85,797.00.

K-027	Damages	\$13,666.00
K-027	Easement	\$16,625.00
K-019	Damages	\$8,523.00
K-019	Easement	\$9,400.00
N-027	Damages	\$16,058.00
N-027	Easement	\$21,525.00

Approval of this item will authorize the payment to be issued to Barry and Cheryl Lane to pay for the easements and damages, and will accept the easements.

RECOMMENDATION:

Authorize payment of the easements and damages for Barry and Cheryl Lane, and accept the easements.

PRESENTER:

Murali Katta, P.E., City Engineer

Attachments

- K019
 - K027
 - N027
-

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # K-019/8000-15-025-02E-1-007-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Barry and Cheryl Lane, husband and wife**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises *as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement*, situated in Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2ND day of JANUARY, 2020.

OWNER(S):

Barry Lane

Barry Lane
Printed Name

Cheryl Lane

Cheryl Lane
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2ND day of JANUARY, 2020, personally appeared, Barry Lane & Cheryl Lane to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated ~~JAN 2, 2020~~ 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated ~~JAN 2, 2020~~ 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and BARRY LANE & CHERYL LANE ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee for the sole purpose of transporting water. No additional pipelines may be installed within the Easements under this agreement.
3. Pipeline Depth. Grantee will bury and maintain the pipeline with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
4. Pipeline Size. The pipeline shall be no more than 36 inches of inner diameter. This limitation does not apply to protective casings.
5. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property record.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:



Barry Lane



Cheryl Lane

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # K-019/8000-15-025-02E-1-007-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Barry and Cheryl Lane, husband and wife**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2ND day of JANUARY, 2020.

OWNER(S):

Barry Lane

Barry Lane
Printed Name

Cheryl Lane

Cheryl Lane
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2ND day of JANUARY, 2020, personally appeared, Barry Lane & Cheryl Lane to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated JAN 2, 2020, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated JAN 2, 2020, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and BARRY LANE & CHERYL LANE ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee for the sole purpose of transporting water. No additional pipelines may be installed within the Easements under this agreement.
3. Pipeline Depth. Grantee will bury and maintain the pipeline with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
4. Pipeline Size. The pipeline shall be no more than 36 inches of inner diameter. This limitation does not apply to protective casings.
5. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property record.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:



Barry Lane



Cheryl Lane

EXHIBIT "A"

TRACT - K-019 PARCEL# 8000-15-025-02E-1-007-00

BARRY LANE AND CHERYL LANE

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4); thence S 00°23'35" E along the East line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) a distance of 33.00 feet to the **POINT OF BEGINNING**; thence continuing along said East line S 00°23'35" E a distance of 74.00 feet; thence leaving said East line S 89°38'13" W a distance of 1024.32 feet; thence S 48°54'54" W a distance of 76.64 feet; thence S 89°38'13" W a distance of 190.70 feet to the East Right-of-Way line for Oklahoma State Highway #177; thence N 06°11'07" W along said East Right-of-Way line a distance of 60.31 feet; thence leaving said East Right-of-Way line N 89°38'13" E a distance of 174.55 feet; thence N 48°54'54" E a distance of 98.10 feet to the South Right-of-Way line for E. Fountain Road; thence N 89°38'13" E along said South Right-of-Way line a distance of 1030.29 feet to the **POINT OF BEGINNING**, containing 92,221 square feet or 2.12 acres, more or less.

Also:

A Variable-width Temporary Construction Easement containing 76,791 square feet, or 1.76 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

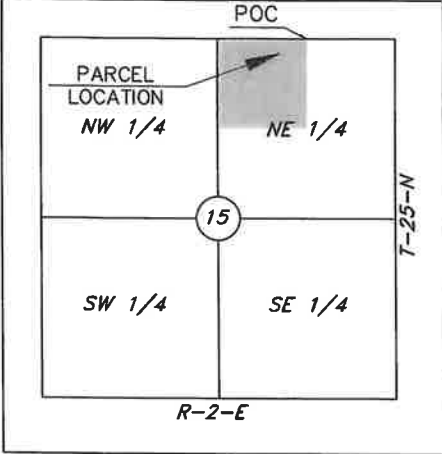
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 10th day of December, 2018.



A handwritten signature in blue ink, appearing to read "Robert L. Johnston Jr.", written over a horizontal line.

Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020



LOCATION MAP
NOT TO SCALE

Exhibit "B"

TRACT K-019
 PARCEL# 8000-15-025-02E-1-007-00
 BARRY LANE AND CHERYL LANE
 BOOK 1731 PAGE 776 - 777
 KAY COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

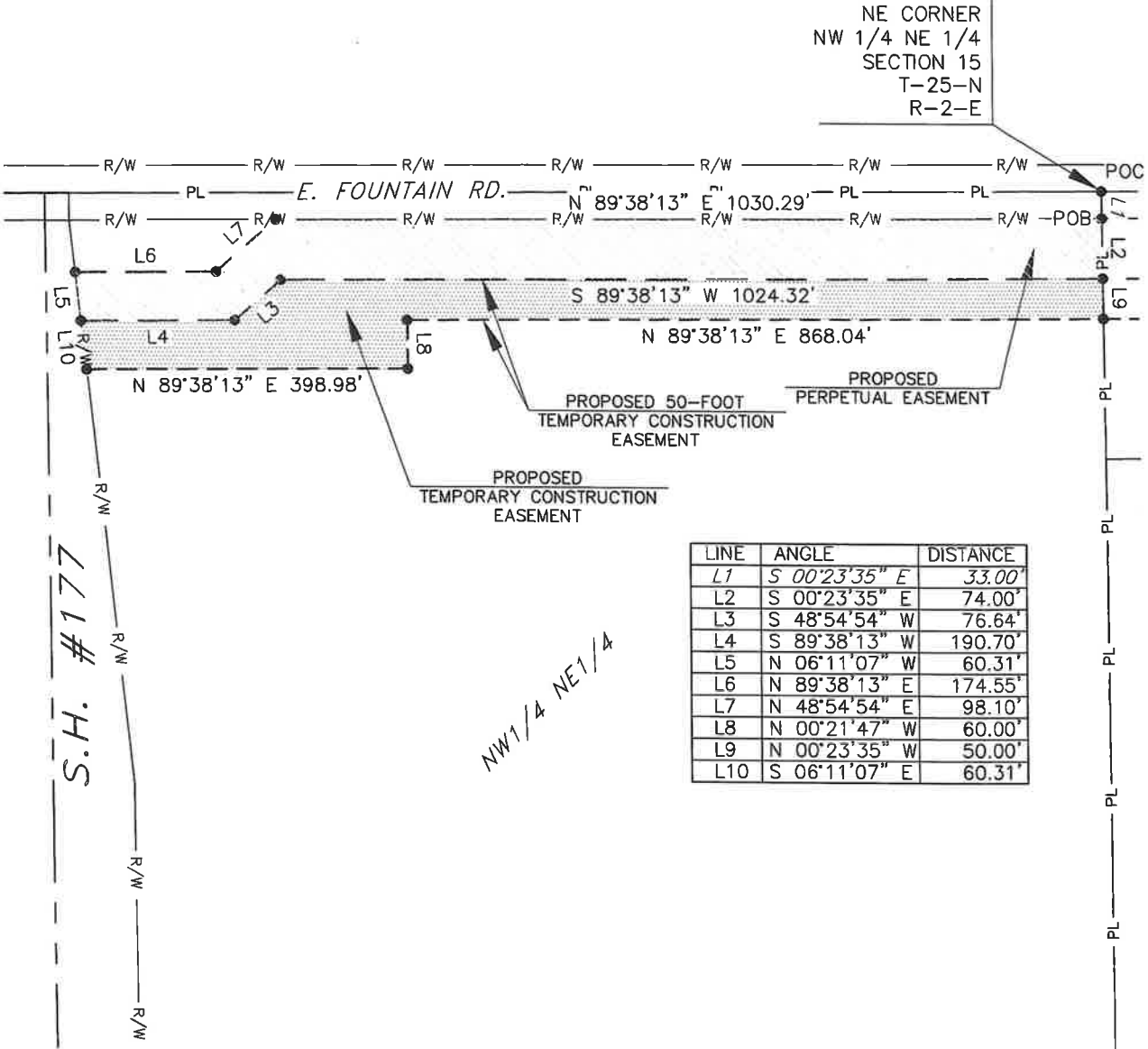
POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
 1" = 200'

Perpetual Easement 92,221 S.F. 2.12 Acres
 Temp Construction Easement 76,791 S.F. 1.76 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



NE CORNER
 NW 1/4 NE 1/4
 SECTION 15
 T-25-N
 R-2-E

LINE	ANGLE	DISTANCE
L1	S 00°23'35" E	33.00'
L2	S 00°23'35" E	74.00'
L3	S 48°54'54" W	76.64'
L4	S 89°38'13" W	190.70'
L5	N 06°11'07" W	60.31'
L6	N 89°38'13" E	174.55'
L7	N 48°54'54" W	98.10'
L8	N 00°21'47" W	60.00'
L9	N 00°23'35" W	50.00'
L10	S 06°11'07" E	60.31'

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # K-027/8000-20-025-02E-0-001-10

KNOW ALL MEN BY THESE PRESENTS:

That, Barry and Cheryl Lane, husband and wife as joint tenants, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20 ____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated ~~JAN 2, 2020~~ 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated ~~JAN 2, 2020~~ 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and BARRY LANE & CHERYL LANE ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee for the sole purpose of transporting water. No additional pipelines may be installed within the Easements under this agreement.
3. Pipeline Depth. Grantee will bury and maintain the pipeline with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
4. Pipeline Size. The pipeline shall be no more than 36 inches of inner diameter. This limitation does not apply to protective casings.
5. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property record.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:



Barry Lane



Cheryl Lane

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # K-027/8000-20-025-02E-0-001-10

KNOW ALL MEN BY THESE PRESENTS:

That, Barry and Cheryl Lane, husband and wife as joint tenants, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2ND day of JANUARY, 2020.

OWNER(S):

Barry Lane

Barry Lane
Printed Name

Cheryl Lane

Cheryl Lane
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2ND day of JANUARY, 2020, personally appeared, Barry Lane & Cheryl Lane to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated ~~JAN 2, 2020~~ ~~2019~~ (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated ~~JAN 2, 2020~~ ~~2019~~ (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and _____ ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee for the sole purpose of transporting water. No additional pipelines may be installed within the Easements under this agreement.
3. Pipeline Depth. Grantee will bury and maintain the pipeline with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
4. Pipeline Size. The pipeline shall be no more than 36 inches of inner diameter. This limitation does not apply to protective casings.
5. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property record.

GRANTEE:

GRANTOR:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____



Barry Lane



Cheryl Lane

EXHIBIT "A"

TRACT - K-027 PARCEL# 8000-20-025-02E-0-001-10

BARRY LANE AND CHERYL LANE

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), and part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) all within Section Twenty (20), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4); thence N 89°44'58" E along the North line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) a distance of 678.09 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said North line S 38°27'41" W along said Centerline a distance of 542.14 feet; thence S 69°19'51" W along said Centerline a distance of 1741.74 feet to the West line of said Northeast Quarter (NE1/4) of Northwest Quarter (NW1/4) and the end of said Centerline, containing 114,194 square feet or 2.62 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the North line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) and at the West line of said Northeast Quarter (NE1/4) of Northwest Quarter (NW1/4).

Also:

A Fifty-foot Temporary Construction Easement containing 118,487 square feet, or 2.72 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 30th day of May, 2019.



Paul E. Davis., PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT K-027
 PARCEL# 8000-20-025-02E-0-001-10
 BARRY LANE AND CHERYL LANE
 BOOK 1486 PAGE 67
 KAY COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

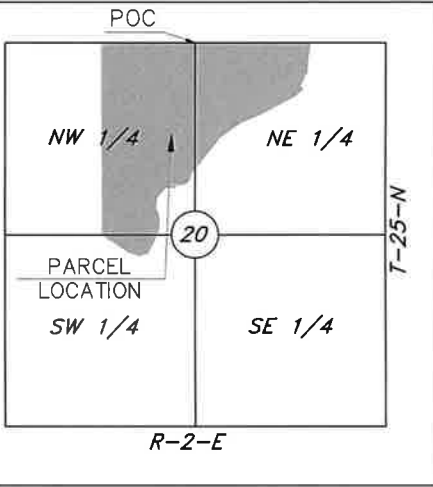
POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

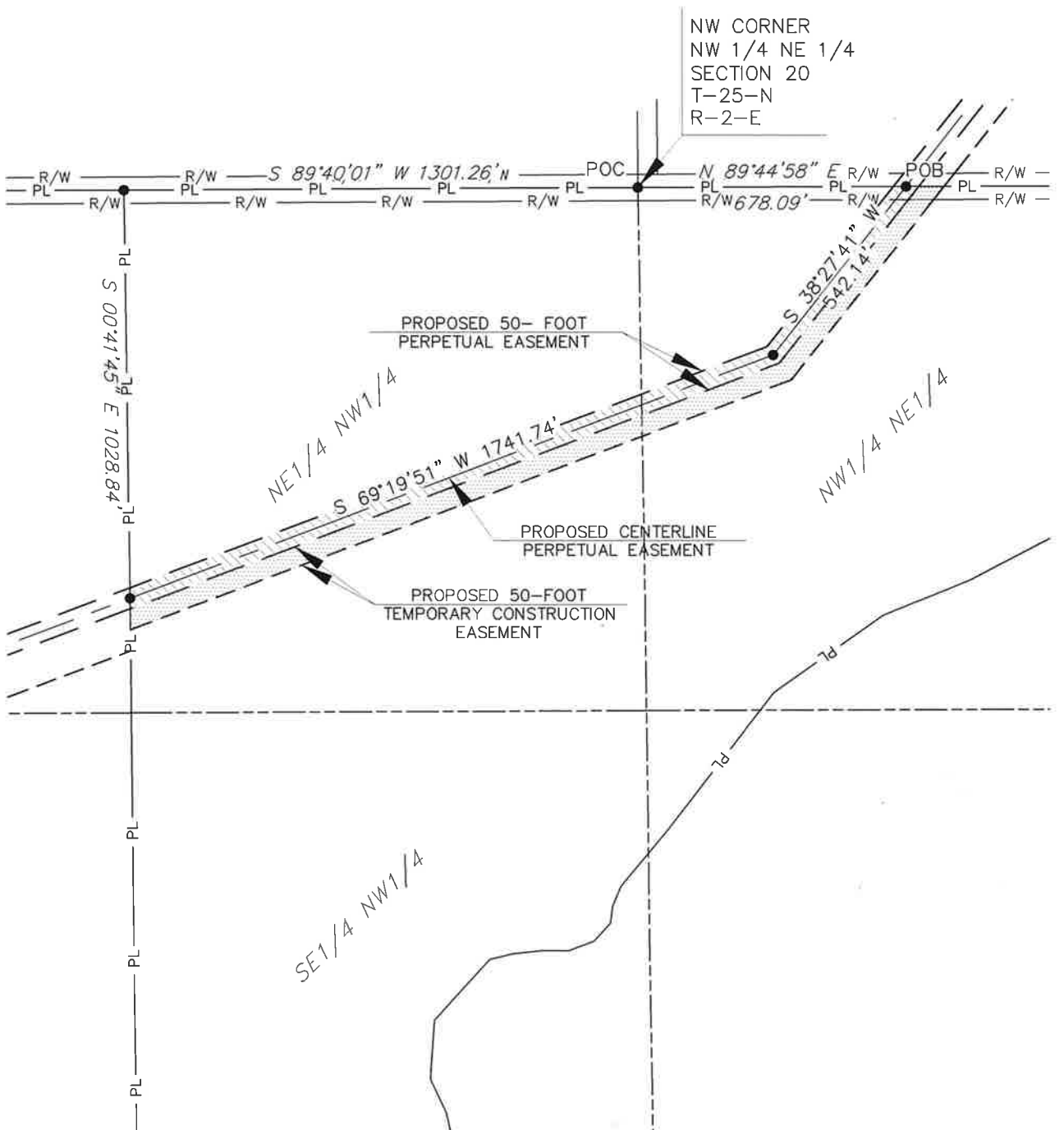
Perpetual Easement 114,194 S.F. 2.62 Acres
 Temp Construction Easement 118,487 S.F. 2.72 Acres

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
1" = 400'

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — — — EXISTING EASEMENT
- — — — — PROPOSED CENTERLINE PERPETUAL EASEMENT
- — — — — PROPOSED PERPETUAL EASEMENT
- — — — — PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT

Parcel # N-027 /0000-17-024-01W-2-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Barry and Cheryl D. Lane, husband and wife as joint tenants, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2nd day of JANUARY, 2020.

OWNER(S):

Barry Lane

Barry Lane
Printed Name

Cheryl Lane

Cheryl Lane
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

) ss:

COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2nd day of JANUARY, 2020, personally appeared, Barry Lane & Cheryl Lane to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the [City of Enid, Oklahoma or Enid Municipal Authority], on this ____ day of _____, 20 ____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated JAN. 2ND, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated JAN 2ND, 2020, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and BARRY LANE & CHERYL LANE ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee for the sole purpose of transporting water. No additional pipelines may be installed within the Easements under this agreement.
3. Pipeline Depth. Grantee will bury and maintain the pipeline with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
4. Pipeline Size. The pipeline shall be no more than 36 inches of inner diameter. This limitation does not apply to protective casings.
5. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property record.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:



Barry Lane



Cheryl Lane

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-027 /0000-17-024-01W-2-001-00

KNOW ALL MEN BY THESE PRESENTS:

That **Barry and Cheryl D. Lane, husband and wife as joint tenants**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2ND day of JANUARY, 2020.

OWNER(S):

Barry Lane

Barry Lane
Printed Name

Cheryl Lane

Cheryl Lane
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)

COUNTY OF NOBLE) ss:
)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2ND day of JANUARY, 2020, personally appeared, Barry Lane + Cheryl Lane to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the [City of Enid, Oklahoma or Enid Municipal Authority], on this ____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated JAN 2ND 2020 ~~2019~~ (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated JAN 2ND 2020 ~~2019~~ (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and BARRY LANE & CHERYL LANE ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee for the sole purpose of transporting water. No additional pipelines may be installed within the Easements under this agreement.
3. Pipeline Depth. Grantee will bury and maintain the pipeline with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
4. Pipeline Size. The pipeline shall be no more than 36 inches of inner diameter. This limitation does not apply to protective casings.
5. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property record.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:



Barry Lane



Cheryl Lane

EXHIBIT "A"

TRACT - N-027 PARCEL# 0000-17-024-01W-2-001-00

BARRY LANE AND CHERYL D. LANE

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Seventeen (17), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW1/4); thence S 00°51'24" E along the West line of said Northwest Quarter (NW1/4) a distance of 1664.81 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 64°04'02" E along said Centerline a distance of 36.75 feet; thence N 63°58'16" E along said Centerline a distance of 198.99 feet; thence S 71°01'44" E along said centerline a distance of 80.00 feet; thence N 63°58'16" E along said centerline a distance of 64.14 feet; thence N 18°58'16" E along said centerline a distance of 80.00 feet; thence N 63°58'16" E along said Centerline a distance of 2499.39 feet to the East line of said Northwest Quarter (NW1/4) and the end of said Centerline, containing 147,965 square feet or 3.40 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West and East lines of said Northwest Quarter (NW1/4).

The intent of this Easement is to be Fifty-foot in width with the Northern line being parallel and contiguous with the Southern line of an existing One hundred-foot Transmission Easement for Oklahoma Gas and Electric Company unrecorded.

Also:

A Fifty-foot Temporary Construction Easement containing 147,965 square feet or 3.40 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 15th day of October, 2019.



Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT N-027
 PARCEL# 0000-17-024-01W-2-001-00
 BARRY LANE AND CHERYL D. LANE
 BOOK 532 PAGE 717
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

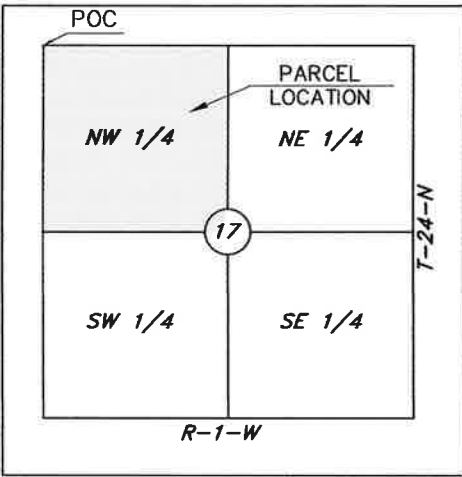
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

Perpetual Easement 147,965 S.F. 3.40 Acres
 Temp Construction Easement 147,965 S.F. 3.40 Acres

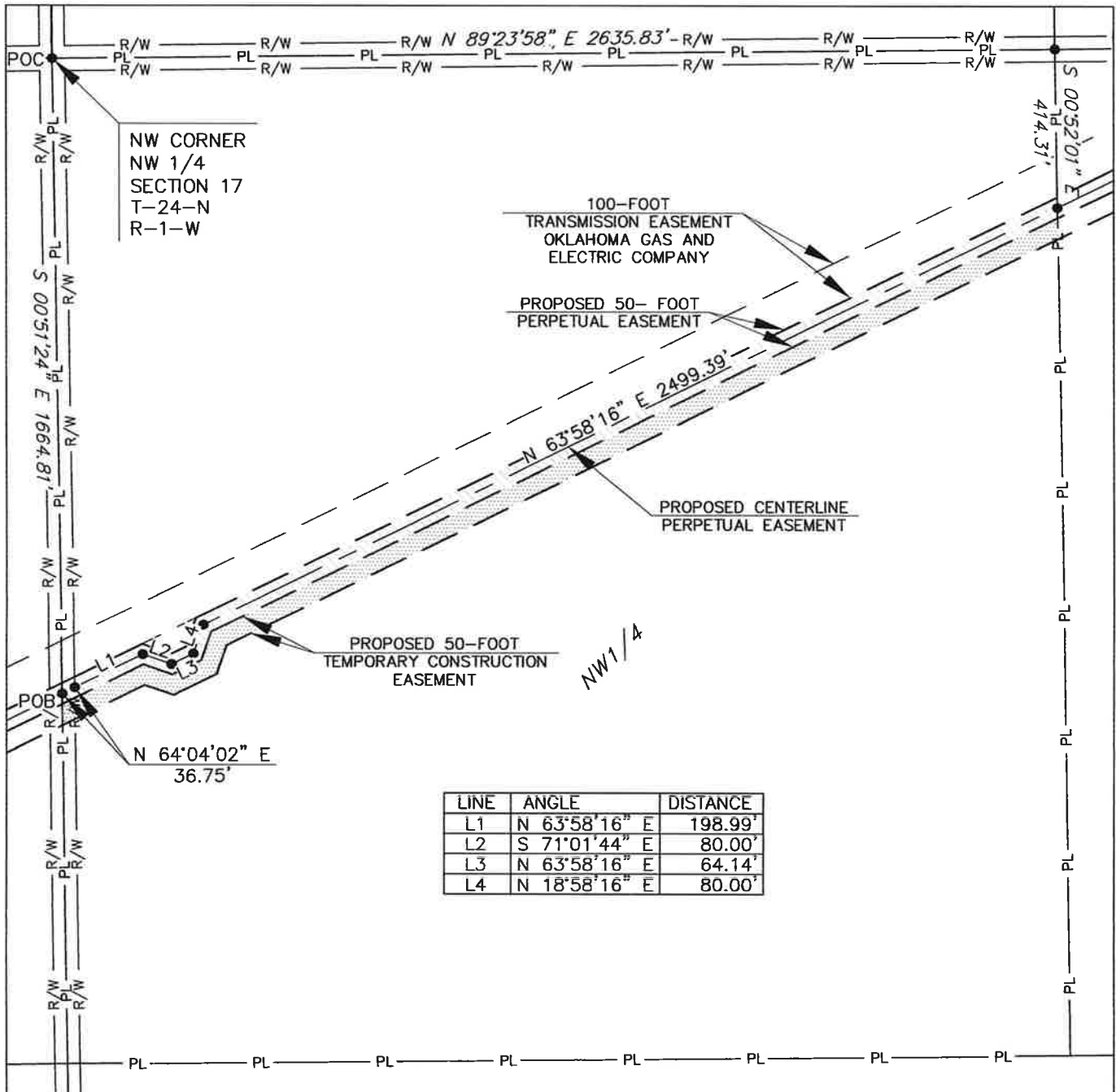
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 400'

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



LINE	ANGLE	DISTANCE
L1	N 63°58'16" E	198.99'
L2	S 71°01'44" E	80.00'
L3	N 63°58'16" E	64.14'
L4	N 18°58'16" E	80.00'

City Commission Meeting

6. 7.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 27-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM CHRISTOPHER W. SCOTT AND RENEE D. SCOTT, OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-078, IN THE AMOUNT OF \$2,175.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. G-078. It is owned by Christopher W. Scott and Renee D. Scott, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of Tract 13 (also known as Block 13), Rose Hill Subdivision, Garfield County, Oklahoma according to the recorded plat thereof, being more particularly described in the attachment, Exhibit "A".

The City of Enid’s offer of \$2,175.00 has been accepted by Christopher W. Scott and Renee D. Scott.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$2,175.00
Funding Source:
44-445-9151

Attachments

G-078

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # G-078 / 4255-00-000-013-0-016-00

KNOW ALL MEN BY THESE PRESENTS:

That, Christopher W. Scott, a/k/a Christopher W. Quintanilla-Scott, and Renee D. Scott, married, Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # G-078 / 4255-00-000-013-0-016-00

KNOW ALL MEN BY THESE PRESENTS:

That, Christopher W. Scott, a/k/a Christopher W. Quintanilla-Scott, and Renee D. Scott, married, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - G-078 PARCEL# 4255-00-000-013-0-016-00

CHRISTOPHER W. SCOTT,
AKA CHRISTOPHER W. QUINTANILLA-SCOTT
AND RENEE D. SCOTT

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of Tract 13 (also known as Block 13), Rose Hill Subdivision, Garfield County, Oklahoma according to the recorded plat thereof, being more particularly described as follows:
COMMENCING at the Northeast corner of said Tract 13; thence S 89°33'58" W along the North line of said Tract 13 a distance of 226.00 feet to the **POINT OF BEGINNING**; thence S 89°33'58" W along the North line of said Tract 13 a distance of 298.00 feet; thence leaving said North line S 00°27'17" E along the West line of said Tract 13 a distance of 27.00 feet; thence leaving said West line N 89°33'58" E a distance of 298.00 feet; thence N 00°27'17" W a distance of 27.00 feet to the **POINT OF BEGINNING**, containing 8,046 square feet or 0.19 acres, more or less.

Also:

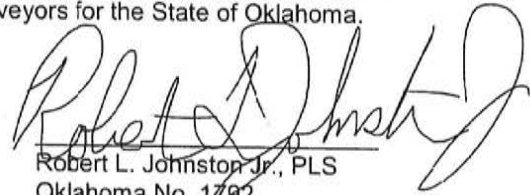
A Fifty-foot Temporary Construction Easement containing 14,900 square feet, or 0.34 acres more or less being South of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 30th day of July, 2019.



Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020



Exhibit "B"

TRACT G-078
 PARCEL# 4255-00-000-013-0-016-00
 CHRISTOPHER W. SCOTT,
 AKA CHRISTOPHER W. QUINTANILLA-SCOTT
 AND RENEE D. SCOTT
 BOOK 2373 PAGE 56
 GARFIELD COUNTY, OKLAHOMA
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

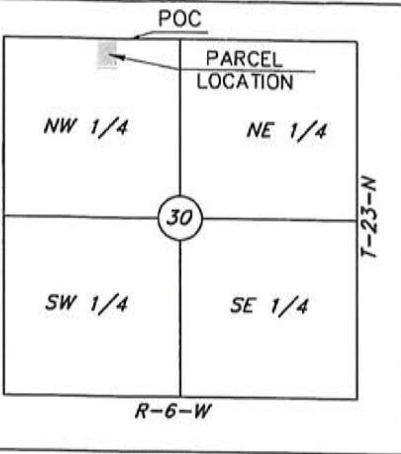
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

Perpetual Easement 8,046 S.F. 0.19 Acres
 Temp Construction Easement 14,900 S.F. 0.34 Acres

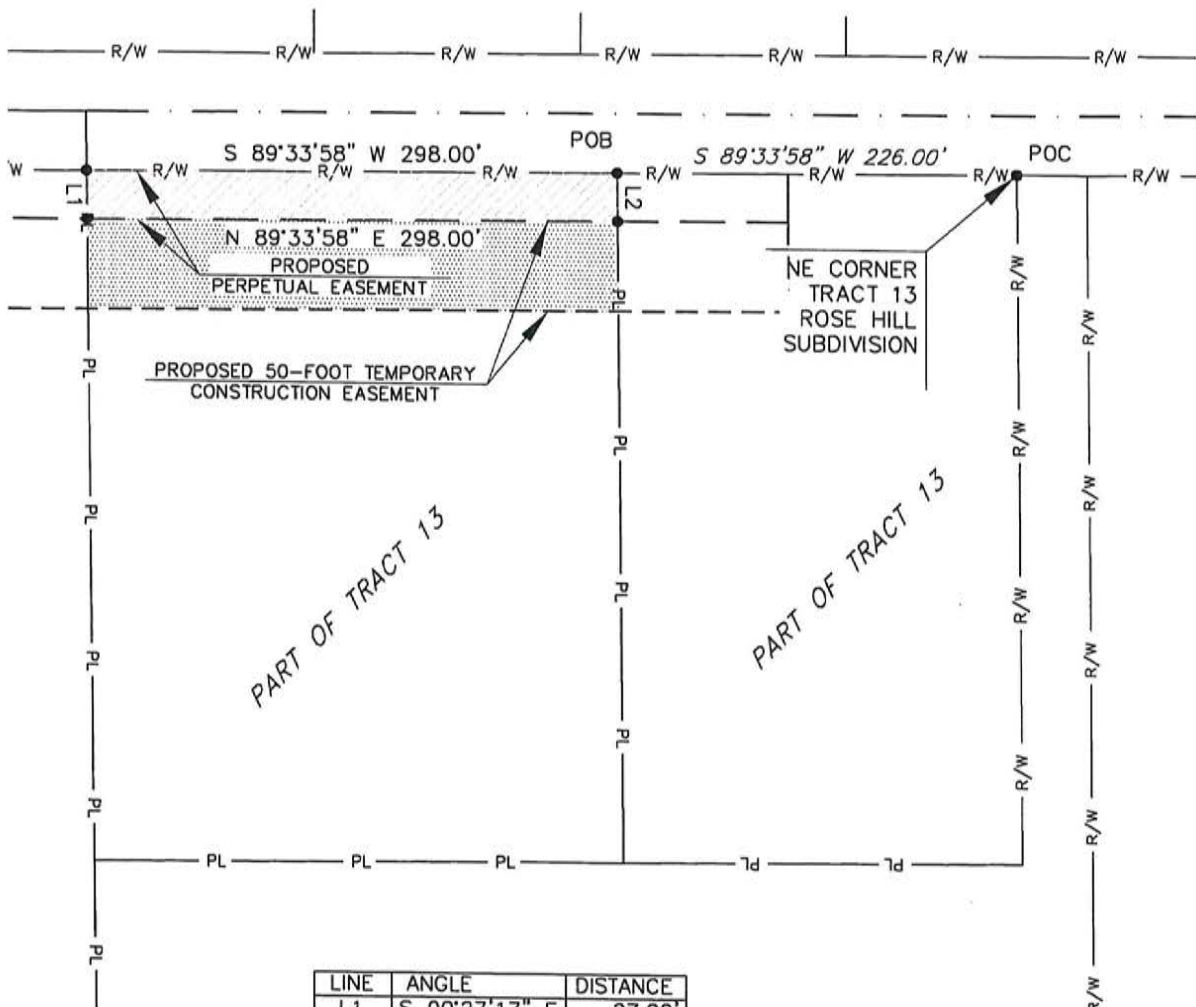
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 100'

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — — — EXISTING EASEMENT
- — — — — PROPOSED CENTERLINE PERPETUAL EASEMENT
- — — — — PROPOSED PERPETUAL EASEMENT
- — — — — PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



LINE	ANGLE	DISTANCE
L1	S 00°27'17" E	27.00'
L2	N 00°27'17" W	27.00'

City Commission Meeting

6. 8.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM CHARLENE F. HERMANSKI AND THE HERMANSKI REVOCABLE TRUST, OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-002, IN THE AMOUNT OF \$19,475.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. G-002. It is owned by Charlene F. Hermanski and the Hermanski Revocable Trust, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of Section Twenty-nine (29), Township Twenty-three (23) North, Range Five (5) West of the Indian Meridian, Garfield County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$19,475.00 has been accepted by Charlene F. Hermanski and the Hermanski Revocable Trust.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$19,475.00
Funding Source:
44-445-9151

Attachments

G-002

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # G-002 / 0000-29-23N-05W-2-100-00

KNOW ALL MEN BY THESE PRESENTS:

That, ½ interest Charlene F. Hermanski, ½ interest Hermanski Revocable Trust dated March 6, 2018, “Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated 12-3, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated 12-3, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and Charlene & Jimmy Hermanski ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Restoration of Surface. Within 120 days after installation of the Pipeline, weather and soil conditions permitting Grantee shall repair and restore Grantor's property as nearly as possible to its original condition and contour. Grantee recognizes that the Pipeline may be installed across rocky terrain.

GRANTEE:

GRANTOR:

THE CITY OF ENID, an Oklahoma
municipal corporation

By: _____

Jimmy L. Hermanski
Signature

Charlene Hermanski
Signature

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # G-002 / 0000-29-23N-05W-2-100-00

KNOW ALL MEN BY THESE PRESENTS:

That, ½ interest Charlene F. Hermanski, ½ interest Hermanski Revocable Trust dated March 6, 2018, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20 ____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated 12-3, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated 12-3, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and Charlene & Jimmy Hermanski ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Restoration of Surface. Within 120 days after installation of the Pipeline, weather and soil conditions permitting Grantee shall repair and restore Grantor's property as nearly as possible to its original condition and contour. Grantee recognizes that the Pipeline may be installed across rocky terrain.

GRANTEE:

GRANTOR:

THE CITY OF ENID, an Oklahoma
municipal corporation

By: _____

Jimmy L Hermanski
Signature

Charlene Hermanski
Signature

EXHIBIT "A"

TRACT – G-002 PARCEL# 0000-29-23N-05W-2-100-00

1/2 INTEREST CHARLENE F. HERMANSKI
1/2 INTEREST JIMMY L. HERMANSKI AND CHARLENE F. HERMANSKI HUSBAND AND WIFE,
OR THEIR SUCCESSOR(S) IN TRUST UNDER A CERTAIN REVOCABLE LIVING TRUST
ESTABLISHED MARCH 6TH 2018 IDENTIFIED AS THE HERMANSKI REVOCABLE TRUST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Twenty-nine (29), Township Twenty-three (23) North, Range Five (5) West of the Indian Meridian, Garfield County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW1/4); thence S 00°33'29" E along the West line of said Northwest Quarter (NW1/4) a distance of 194.24 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said West line S 89°01'43" E along said Centerline a distance of 135.97 feet; thence N 30°14'52" E along said Centerline a distance of 92.15 feet; thence N 89°40'05" E along said Centerline a distance of 2446.89 feet to the East line of said Northwest Quarter (NW1/4) also being the end of said Centerline, containing 133,750 square feet or 3.07 acres, more or less. The sides of the easement shall be lengthened or shortened to terminate at the East and West lines of said Northwest Quarter (NW1/4).

ALSO:

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement of 50-foot width containing 133,757 square feet, or 3.07 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

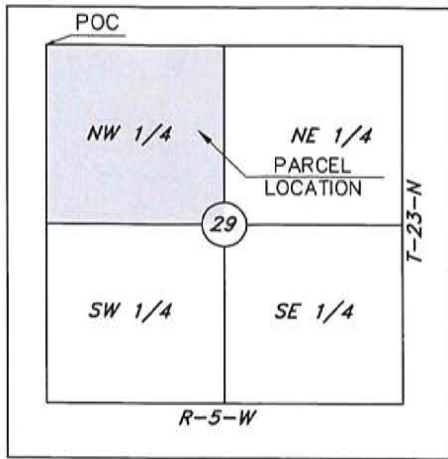
I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 24th day of September, 2019.



Paul E. Davis

Paul E. Davis., PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020



LOCATION MAP
NOT TO SCALE

Exhibit "B"

LEGAL DESCRIPTION
See Exhibit "A"

BEARINGS & DISTANCES
GRID STATE PLANE
OKLAHOMA NORTH
1" = 400'

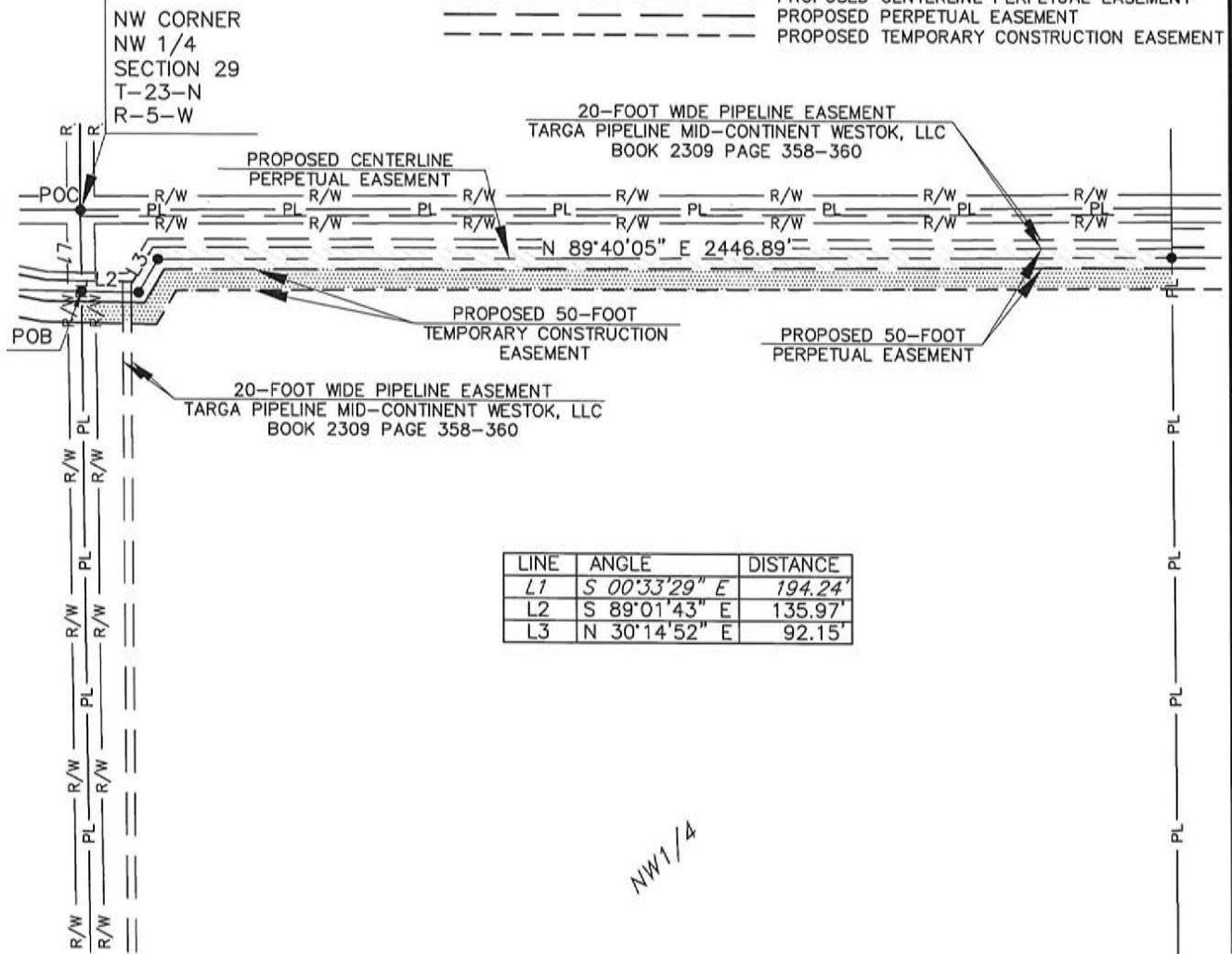
TRACT G-002
PARCEL# 0000-29-23N-05W-2-100-00
1/2 INTEREST CHARLENE F. HERMANSKI
BOOK 1380 PAGE 377-380
1/2 INTEREST JIMMY L. HERMANSKI AND
CHARLENE F. HERMANSKI HUSBAND AND
WIFE, OR THEIR SUCCESSOR(S) IN TRUST
UNDER A CERTAIN REVOCABLE LIVING TRUST
ESTABLISHED MARCH 6TH, 2018 IDENTIFIED
AS THE HERMANSKI REVOCABLE TRUST
BOOK 2384 PAGE 942-944
GARFIELD COUNTY, OKLAHOMA

POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

Perpetual Easement 133,750 S.F. 3.07 Acres
Temp Construction Easement 133,757 S.F. 3.07 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- - - - - - PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LINE	ANGLE	DISTANCE
L1	S 00°33'29" E	194.24'
L2	S 89°01'43" E	135.97'
L3	N 30°14'52" E	92.15'

NW 1/4

City Commission Meeting

6. 9.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM THE EDENS FAMILY LAND TRUST, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-002A, IN THE AMOUNT OF \$7,800.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. O-002A. It is owned by the Edens Family Land Trust, which has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southeast Quarter (SE/4) of Section Three (3), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described in the attachment, Exhibit "A".

The City of Enid’s offer of \$7,800.00 has been accepted by the Edens Family Land Trust.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$7,800.00
Funding Source:
44-445-9151

Attachments

O-002A

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # O-002A / 570038620

KNOW ALL MEN BY THESE PRESENTS:

That, Edens Family Land Trust, dated the 19th day of July, 2019, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20 ____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # O-002A / 570038620

KNOW ALL MEN BY THESE PRESENTS:

That, **Edens Family Land Trust, dated the 19th day of July, 2019,** "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises *as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement,* situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 20 day of November, 2019.

OWNER(S):

JB Edens
Owner

Jim Bob Edens
Printed Name

Widemy
Owner

Whitney Edens
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Osage)

Before me, the undersigned, a Notary Public, in and for said County and State on this 20 day of November, 2019, personally appeared Jim Bob + Whitney Edens to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

D Cooper
Notary Public

My Commission Number: 19003366

My Commission Expires: 4-1-23

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20 ____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - O-002A PARCEL# 570038620

EDENS FAMILY LAND TRUST, DATED 19TH DAY OF JULY, 2019

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southeast Quarter (SE1/4) of Section Three (3), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE1/4); thence S 89°00'01" W along the South line of said Southeast Quarter (SE1/4) a distance of 1031.35 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 44°00'07" E along said Centerline a distance of 136.88 feet; thence N 86°36'32" E along said Centerline a distance of 935.14 feet to the East line of said Southeast Quarter (SE1/4) and the end of said Centerline, containing 53,601 square feet or 1.23 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the South and East lines of said Southeast Quarter (SE1/4).

Also:

A Fifty-foot Temporary Construction Easement containing 58,152 square feet, or 1.34 acres more or less being North of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 20th day of September, 2019.



Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT O-002A
 PARCEL# 570038620
 EDENS FAMILY LAND TRUST,
 DATED 19TH DAY OF JULY, 2019
 BOOK 1723 PAGE 797
 OSAGE COUNTY, OKLAHOMA
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

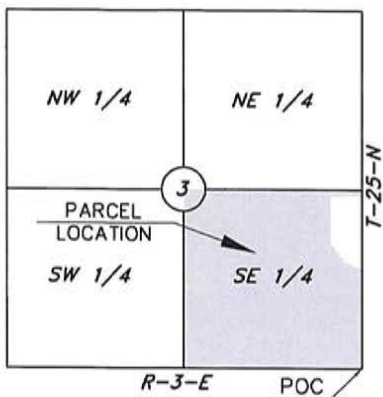
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 200'

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

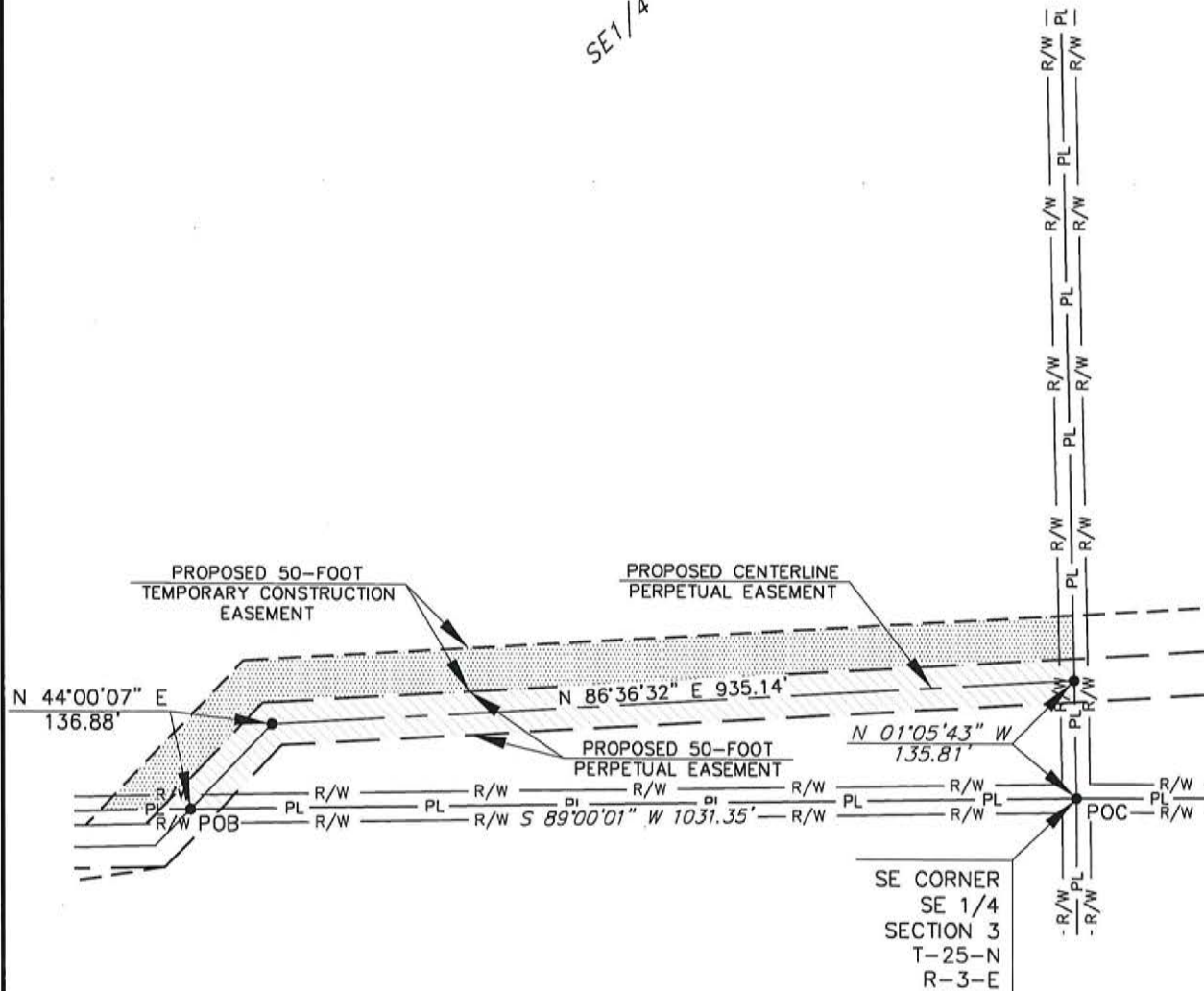
Perpetual Easement 53,601 S.F. 1.23 Acres
 Temp Construction Easement 58,152 S.F. 1.34 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE

SE 1/4



City Commission Meeting

6. 10.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM BLUECAT, LLC., OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-223, IN THE AMOUNT OF \$3,300.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. G-223. It is owned by Bluecat, LLC., which has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southeast Quarter (SE/4) of Section Fifteen (15), Township Twenty-three (23) North, Range Four (4) West of the Indian Meridian, Garfield County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$3,300.00 has been accepted by Bluecat, LLC.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$3,300.00
Funding Source:
44-445-9151

Attachments

BLUECAT

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # G-223 / 0000-15-23N-04W-4-100-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Bluecat, LLC.**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

AFFIDAVIT OF LIMITED LIABILITY COMPANY
Teresa Summers, the Managing Member of the Bluecat LLC

Hereby certifies as follows:

1. Teresa Summers is the record owner of the following described property,
to-wit: Bluecat LLC

See Attached Exhibits A & B

2. The LLC is still in full force and effect.
3. I, Teresa Summers, am the appointed Managing Member of the Bluecat LLC and that I have full power and authority pursuant to said LLC agreement to convey unto the City of ENID the above referenced property.

Teresa Summers
Managing Member

11/29/19

Date

State of OKLAHOMA)
County of GARFIELD)

On this 29TH day of NOVEMBER, 2019, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared TERESA SUMMERS to me known to be the identical person who executed the within and foregoing instrument as its MANAGER/OWNER and acknowledged to me that SHE executed the same as HER free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # G-223 / 0000-15-23N-04W-4-100-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Bluecat, LLC.**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

AFFIDAVIT OF LIMITED LIABILITY COMPANY
Teresa Summers, the Managing Member of the Bluecat LLC

Hereby certifies as follows:

1. Teresa Summers is the record owner of the following described property,
to-wit: Bluecat LLC

See Attached Exhibits A & B

2. The LLC is still in full force and effect.

3. I, Teresa Summers, am the appointed Managing Member of the
Bluecat LLC and that I have full power and authority
pursuant to said LLC agreement to convey unto the City of ENID the above
referenced property.

Teresa Summers
Managing Member

11/29/19
Date

State of OKLAHOMA
County of GARFIELD

On this 29TH day of NOVEMBER, 2019, before me the undersigned, a Notary
Public in and for the county and state aforesaid, personally appeared
TERESA SUMMERS to me known to be the identical person who
executed the within and foregoing instrument as its MANAGER/OWNER
and acknowledged to me that SHE executed the same as HER free and
voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

EXHIBIT "A"

TRACT - G-223 PARCEL# 0000-15-23N-04W-4-100-00

BLUECAT LLC

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township Twenty-three (23) North, Range Four (4) West of the Indian Meridian, Garfield County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE1/4); thence N 00°10'20" W along the East line of said Southeast Quarter (SE1/4) a distance of 408.73 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said East line S 66°14'05" W along said Centerline a distance of 74.20 feet; thence S 00°10'20" E along said Centerline a distance of 379.11 feet to the South line of said Southeast Quarter (SE1/4) and the end of said Centerline, containing 22,670 square feet or 0.52 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and South lines of said Southeast Quarter (SE1/4)

Also:

A Fifty-foot Temporary Construction Easement containing 27,032 square feet, or 0.62 acres more or less being North of, West of, and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 27th day of October, 2018.



Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020



Exhibit "B"

TRACT G-223
 PARCEL# 0000-15-23N-04W-4-100-00
 BLUECAT LLC
 BOOK 2212 PAGE 1244-1245
 GARFIELD COUNTY, OKLAHOMA

LEGAL DESCRIPTION

See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

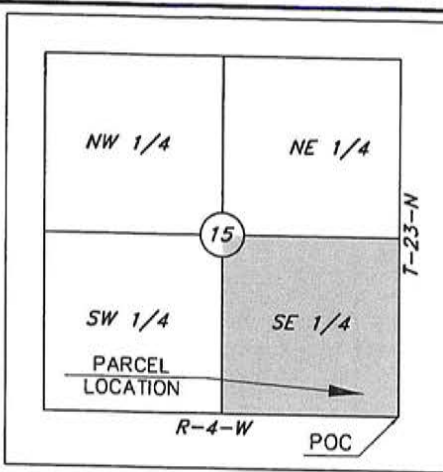
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

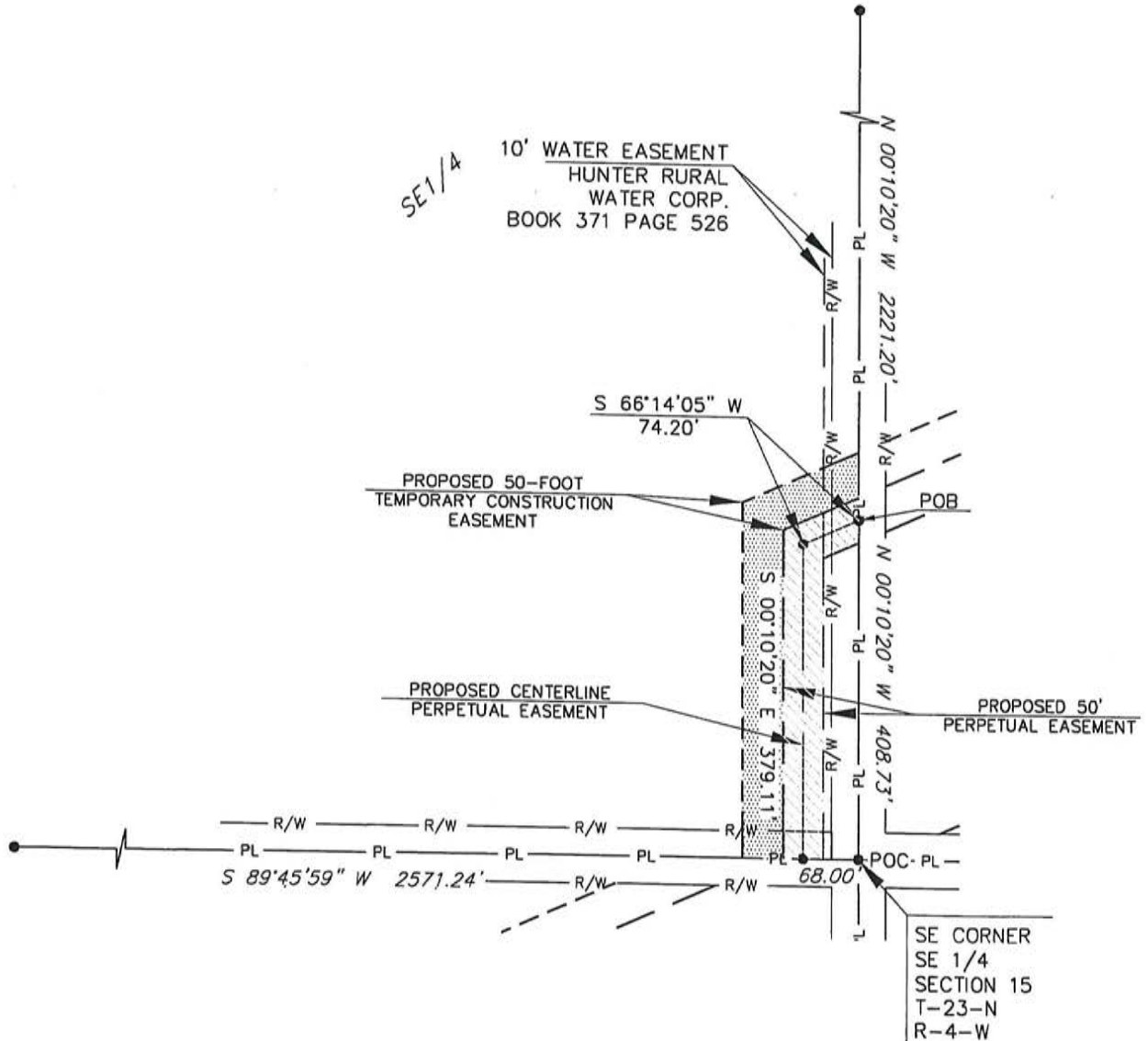
1" = 200'

Perpetual Easement 22,670 S.F. 0.52 Acres
 Temp Construction Easement 27,032 S.F. 0.62 Acres

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — EXISTING EASEMENT
- — — PROPOSED CENTERLINE PERPETUAL EASEMENT
- — — PROPOSED PERPETUAL EASEMENT
- — — PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



City Commission Meeting

6. 11.

Meeting Date: 02/04/2020

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 60-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM HAROLD BRENT COFFMAN, JR. AND LISA COFFMAN, OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-096, IN THE AMOUNT OF \$8,150.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. G-096. It is owned by Harold Brent Coffman, Jr. and Lisa Coffman, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$8,150.00 has been accepted by Harold Brent Coffman, Jr. and Lisa Coffman.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$8,150.00
Funding Source:
44-445-9151

Attachments

G-096

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # G-096 / 0000-26-23N-07W-2-100-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Harold Brent Coffman, Jr. and Lisa Coffman, as joint tenants**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 9th day of December, 2019.

OWNER(S):

Harold Brent Coffman, Jr.
Harold Brent Coffman, Jr.

Harold Brent Coffman, Jr.
Printed Name

Lisa Coffman
Lisa Coffman

Lisa Coffman
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of December, 2019, personally appeared, HAROLD BRENT COFFMAN & LISA COFFMAN me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated December 9th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated December 9th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and HAROLD BREWSTER COFFMAN & LISA COFFMAN ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain all pipeline(s) with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. No pipeline shall be more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Access to Easements. Ingress and egress to the Easements by Grantee shall be limited to the gates provided by the Grantee.
5. Final Pipeline Design. Except as otherwise provided herein, the specifications of the Pipeline, as last amended, prepared for Grantee are incorporated herein by reference and Grantee's work and structures installed on the Easements shall conform to such specifications, unless otherwise agreed to in writing by Grantor. Grantee shall provide a copy of the Final Design Record Drawings for the constructed pipeline associated with this easement to Grantor within 90 days from the completion of the Kaw lake program.
6. Protection of Topsoil. During installation of the Pipeline, topsoil shall be stripped and stockpiled in a windrow along easement and replaced to pre-existing depths. Top soil shall not be mixed with rocks or construction debris.
7. Protection of Terraces. Should there be any terraces or conservation structures within the Easements that are crossed by the Pipeline, all such terraces or conservation structures shall be replaced and reconstructed by Grantee to their pre-construction condition.
8. Above Ground Equipment. Any perpetual above- ground equipment or appurtenances of any kind are to be placed by Grantee on the permanent easement and shall be located as

required by Oklahoma Department of Environmental Quality. Installation of equipment and appurtenances will be minimized to critical high and low elevation locations, and critical water, road, and railroad crossings along the pipeline. Appurtenances will be required for air relief at the high points and drain values at the low points of the buried pipeline. Appurtenances necessary for isolation of the pipeline segments, access into the pipeline, and operational testing locations, will be located at the terminal points of the easement, adjacent to adjoin lands and existing roadways. Grantee shall not house its employees or contractors on the property.

9. As Built Survey. Within 90 days following completion of construction of the Kaw Lake Program, Grantee shall file with the county clerk of the county where the Easements are located an "as built survey" reflecting the actual location of the Pipeline. The Temporary Construction Easement shall expire and the Permanent Easement shall solely exist. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall establish the location of the Permanent Easement.
10. Restoration of Surface. Within 120 days after installation of the Pipeline, weather and soil conditions permitting Grantee shall repair and restore Grantor's property as nearly as possible to its original condition and contour. Grantee recognizes that the Pipeline may be installed across rocky terrain.
11. Rocks. Grantee shall consult with Grantor with regard to the removal of rocks that are displaced or brought to the surface within the Easements because of Grantee's work and dispose of such rocks at the direction of Grantee or remove such rocks from the Property.
12. Removal of Trash. Grantee will take reasonable step to control all trash, waste materials and other debris ("Debris") created from its Work on the Easements and remove all Debris from the Easements (or with Grantor's permission from Grantor's adjacent property should any Debris have blown onto such adjacent property) within thirty (30) days after completion of construction of the Pipeline on the Easements, and within thirty (30) days after any other subsequent work performed by Grantee in the Permanent Easement. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
13. Backfill. Upon installation of the Pipeline and removal of rocks as provided herein, Grantee shall maintain the trench created by the installation of the Pipeline such that any sinking or sink holes are filled with quality top soil. Grantee shall take appropriate steps to monitor the easement for sinking or sink holes and promptly cause such sinking or sink holes to be remedied and this responsibility shall continue for at least 10 years subsequent to completion of the Pipeline construction.
14. Protection from Erosion. Any erosion damage occurring inside or outside of the Easements that is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense for so long as the Permanent Easement remains in effect.
15. Damages. Grantee will pay all reasonable costs and expenses (including without limitation, reasonable attorneys' fees) that result from Grantee's, or anyone acting on the Grantee's behalf, use of the Easements, including, but not limited to, damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems,

produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures, terraces, waterways or timber, except to the extent the damages are caused by Grantor.

16. Adjacent Property of Grantor. Grantee shall not access or enter any adjacent property owned by Grantor.
17. Grantor's Continued Use. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances Grantor, its successors, heirs or assigns, reserve the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area or adjacent property.
18. Fencing. Grantee shall have the right to cut all fences to have access to the Easement Area for construction purposes only, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the Pipeline. If Grantor or assign's livestock escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the Property and any and all related actions arising from such occurrence(s).
19. Indemnity. Grantee, on its own behalf and on behalf of its successors, assigns, contractors and independent contractors (collectively the "Indemnitors") agree to hold harmless, defend, and indemnify Grantor, its lessees, invitees, permittees, successors and assigns (collectively the "Indemnitees") from and against any and all claims, losses, damages, costs and expenses incurred by Indemnitees (including without limitation, those incurred in enforcing Indemnitors' obligations hereunder) as a result of any Indemnitors' construction, use, operation or maintenance of a Pipeline on the Easements or any other authorized or unauthorized use of Grantor's property adjacent to the Easements by any one of the Indemnitors.
20. Abandonment of Easement – Pipeline Stays in Place. Should Grantee abandon the Permanent Easement, the Pipeline and any improvements shall remain in place and become the property of the Grantor indefinitely.
21. Compliance. Grantee agrees that it will comply with all environmental statutes and regulation having jurisdiction over natural gas pipelines.
22. Notices. All notices under this Agreement shall be in writing, addressed to the addresses first set forth in this Agreement and be delivered by certified mail, postage prepaid, and

return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.

23. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

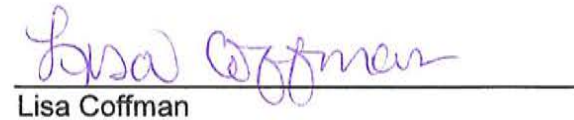
GRANTEE:

GRANTOR:

THE CITY OF ENID, OKLAHOMA,
a municipal corporation

By: _____


Harold Brent Coffman, Jr.


Lisa Coffman

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # G-096 / 0000-26-23N-07W-2-100-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Harold Brent Coffman, Jr. and Lisa Coffman, as joint tenants**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 9th day of December, 2019.

OWNER(S):

Harold Brent Coffman, Jr.
Harold Brent Coffman, Jr.

Harold Brent Coffman, Jr.
Printed Name

Lisa Coffman
Lisa Coffman

Lisa Coffman
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of December, 2019, personally appeared, Harold Brent Coffman, Jr. Lisa Coffman to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec. 9th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec 9th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and HAROLD BRAUNLOCKMAN & LISA COFFMAN ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain all pipeline(s) with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. No pipeline shall be more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Access to Easements. Ingress and egress to the Easements by Grantee shall be limited to the gates provided by the Grantee.
5. Final Pipeline Design. Except as otherwise provided herein, the specifications of the Pipeline, as last amended, prepared for Grantee are incorporated herein by reference and Grantee's work and structures installed on the Easements shall conform to such specifications, unless otherwise agreed to in writing by Grantor. Grantee shall provide a copy of the Final Design Record Drawings for the constructed pipeline associated with this easement to Grantor within 90 days from the completion of the Kaw lake program.
6. Protection of Topsoil. During installation of the Pipeline, topsoil shall be stripped and stockpiled in a windrow along easement and replaced to pre-existing depths. Top soil shall not be mixed with rocks or construction debris.
7. Protection of Terraces. Should there be any terraces or conservation structures within the Easements that are crossed by the Pipeline, all such terraces or conservation structures shall be replaced and reconstructed by Grantee to their pre-construction condition.
8. Above Ground Equipment. Any perpetual above- ground equipment or appurtenances of any kind are to be placed by Grantee on the permanent easement and shall be located as

required by Oklahoma Department of Environmental Quality. Installation of equipment and appurtenances will be minimized to critical high and low elevation locations, and critical water, road, and railroad crossings along the pipeline. Appurtenances will be required for air relief at the high points and drain valves at the low points of the buried pipeline. Appurtenances necessary for isolation of the pipeline segments, access into the pipeline, and operational testing locations, will be located at the terminal points of the easement, adjacent to adjoin lands and existing roadways. Grantee shall not house its employees or contractors on the property.

9. As Built Survey. Within 90 days following completion of construction of the Kaw Lake Program, Grantee shall file with the county clerk of the county where the Easements are located an "as built survey" reflecting the actual location of the Pipeline. The Temporary Construction Easement shall expire and the Permanent Easement shall solely exist. The filing made by Grantee with respect to the "as built survey" shall reference this Agreement and shall establish the location of the Permanent Easement.
10. Restoration of Surface. Within 120 days after installation of the Pipeline, weather and soil conditions permitting Grantee shall repair and restore Grantor's property as nearly as possible to its original condition and contour. Grantee recognizes that the Pipeline may be installed across rocky terrain.
11. Rocks. Grantee shall consult with Grantor with regard to the removal of rocks that are displaced or brought to the surface within the Easements because of Grantee's work and dispose of such rocks at the direction of Grantee or remove such rocks from the Property.
12. Removal of Trash. Grantee will take reasonable step to control all trash, waste materials and other debris ("Debris") created from its Work on the Easements and remove all Debris from the Easements (or with Grantor's permission from Grantor's adjacent property should any Debris have blown onto such adjacent property) within thirty (30) days after completion of construction of the Pipeline on the Easements, and within thirty (30) days after any other subsequent work performed by Grantee in the Permanent Easement. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
13. Backfill. Upon installation of the Pipeline and removal of rocks as provided herein, Grantee shall maintain the trench created by the installation of the Pipeline such that any sinking or sink holes are filled with quality top soil. Grantee shall take appropriate steps to monitor the easement for sinking or sink holes and promptly cause such sinking or sink holes to be remedied and this responsibility shall continue for at least 10 years subsequent to completion of the Pipeline construction.
14. Protection from Erosion. Any erosion damage occurring inside or outside of the Easements that is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense for so long as the Permanent Easement remains in effect.
15. Damages. Grantee will pay all reasonable costs and expenses (including without limitation, reasonable attorneys' fees) that result from Grantee's, or anyone acting on the Grantee's behalf, use of the Easements, including, but not limited to, damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems,

produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures, terraces, waterways or timber, except to the extent the damages are caused by Grantor.

16. Adjacent Property of Grantor. Grantee shall not access or enter any adjacent property owned by Grantor.
17. Grantor's Continued Use. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances Grantor, its successors, heirs or assigns, reserve the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area or adjacent property.
18. Fencing. Grantee shall have the right to cut all fences to have access to the Easement Area for construction purposes only, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the Pipeline. If Grantor or assign's livestock escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the Property and any and all related actions arising from such occurrence(s).
19. Indemnity. Grantee, on its own behalf and on behalf of its successors, assigns, contractors and independent contractors (collectively the "Indemnitors") agree to hold harmless, defend, and indemnify Grantor, its lessees, invitees, permittees, successors and assigns (collectively the "Indemnitees") from and against any and all claims, losses, damages, costs and expenses incurred by Indemnitees (including without limitation, those incurred in enforcing Indemnitors' obligations hereunder) as a result of any Indemnitors' construction, use, operation or maintenance of a Pipeline on the Easements or any other authorized or unauthorized use of Grantor's property adjacent to the Easements by any one of the Indemnitors.
20. Abandonment of Easement – Pipeline Stays in Place. Should Grantee abandon the Permanent Easement, the Pipeline and any improvements shall remain in place and become the property of the Grantor indefinitely.
21. Compliance. Grantee agrees that it will comply with all environmental statutes and regulation having jurisdiction over natural gas pipelines.
22. Notices. All notices under this Agreement shall be in writing, addressed to the addresses first set forth in this Agreement and be delivered by certified mail, postage prepaid, and

return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.

23. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

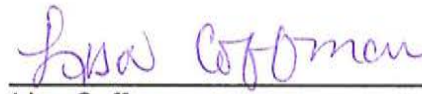
THE CITY OF ENID, OKLAHOMA,
a municipal corporation

By: _____

GRANTOR:



Harold Brent Coffman, Jr.



Lisa Coffman

EXHIBIT "A"

TRACT - G-096 PARCEL# 0000-26-23N-07W-2-100-00

HAROLD BRENT AND LISA COFFMAN

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-six (26), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, State of Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast corner of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence S 00°01'06" E along the East line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) a distance of 60.00 feet; thence leaving said East line S 89°55'08" W a distance of 1118.50 feet to the West line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence N 00°05'20" W along said West line, a distance of 60.00 feet to the North line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4); thence N 89°55'08" E along said North line, a distance of 1118.58 feet to the **POINT OF BEGINNING**, containing 67,112 square feet or 1.54 acres, more or less.

Also:

A Fifty-foot Temporary Construction Easement containing 55,924 square feet, or 1.28 acres more or less being South of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

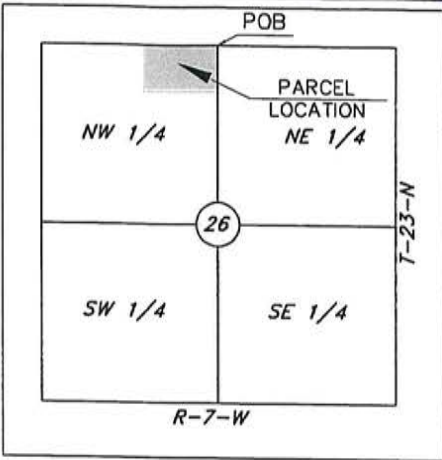
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 12th day of October, 2018.



Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020





LOCATION MAP
NOT TO SCALE

Exhibit "B"

TRACT G-096
 PARCEL# 0000-26-23N-07W-2-100-00
 HAROLD BRENT AND LISA COFFMAN
 BOOK 2072 PAGE 961
 GARFIELD COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

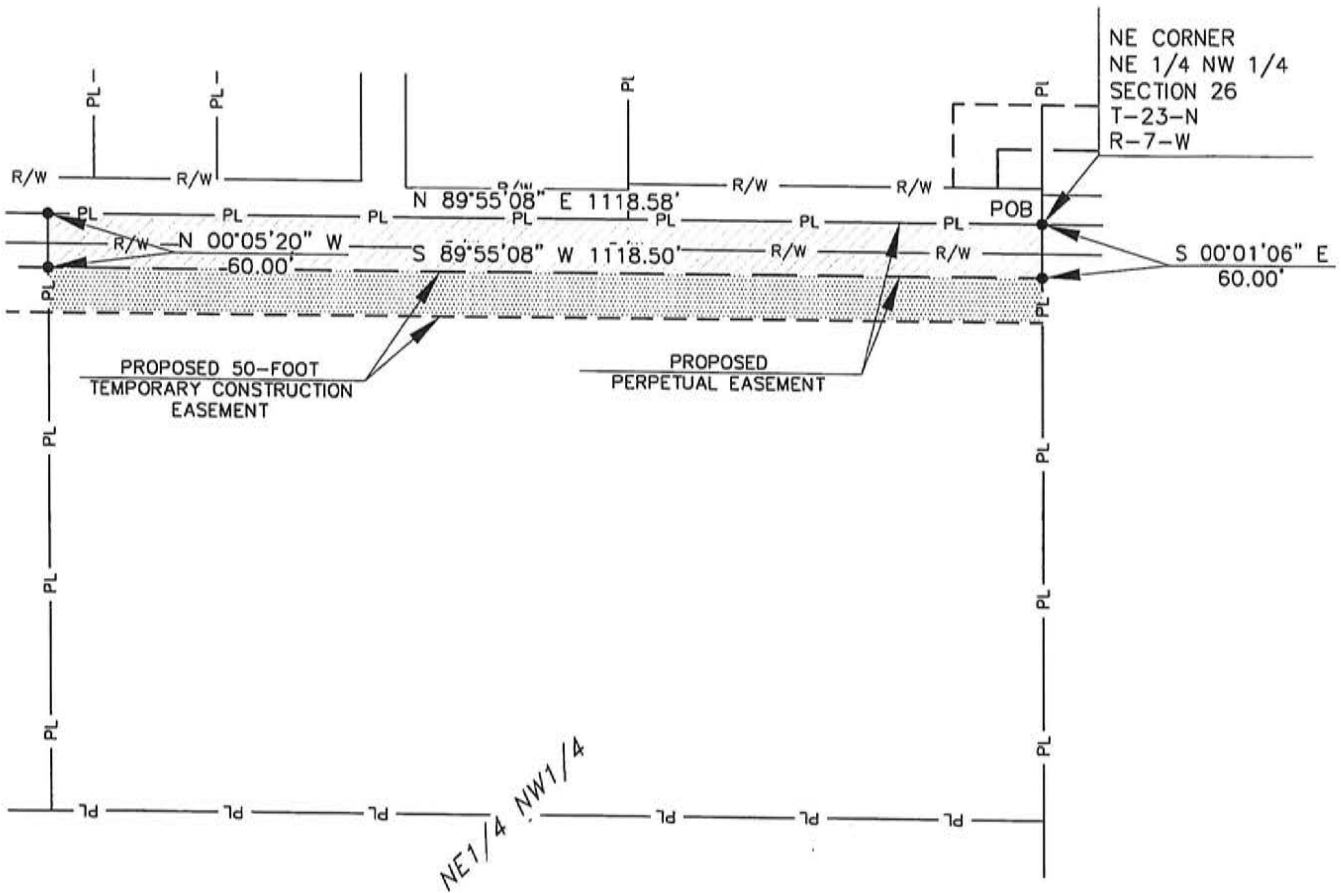
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 200'

Perpetual Easement 67,112 S.F. 1.54 Acres
 Temp Construction Easement 55,924 S.F. 1.28 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



NE 1/4 NW 1/4

City Commission Meeting

6. 12.

Meeting Date: 02/04/2020

Submitted By: Jennifer Jensen, Engineering Executive Assistant

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM CHARLES K. PRICKETT AND CAROL E. PRICKETT, AND THE DONNA A. TEFFT REVOCABLE TRUST, OF GARFIELD COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R4, PARCEL NO. G-277, IN THE AMOUNT OF \$19,000.00 AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. G-277. It is owned by Charles K. Prickett and Carol E. Prickett, and the Donna A. Tefft Revocable Trust, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of Section Thirty-three (33), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$19,000.00 has been accepted by Charles K. Prickett and Carol E. Prickett, and the Donna A. Tefft Revocable Trust.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$19,000.00
Funding Source:
44-445-9151

Attachments

G277

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # G-277 / 0000-33-23N-07W-1-100-00, 0000-33-23N-07W-1-100-91

KNOW ALL MEN BY THESE PRESENTS:

That, Charles K. Prickett and Carol E. Prickett, husband and wife as joint tenants, ½ interest and The Donna A. Tefft Revocable Trust created May 1st, 2000, ½ interest, “Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 14TH day of DECEMBER, 2019.

Donna A. Tefft
Donna A. Tefft

OWNER(S):
Charles K Prickett

Charles K Prickett
Printed Name

Carol E Prickett

Carol E. Prickett
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 14TH day of DECEMBER, 2019, personally appeared, CHARLES K PRICKETT, CAROL E PRICKETT & DONNA A TEFFT to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

TRUST ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

14th Before me, the undersigned, a Notary Public, in and for said County and State on this day of DECEMBER, 2019, personally appeared, DONNA A. TEFET, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514
My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec. 14th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec. 14th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and CHARLES E. PRICHETT, CAROL E. PRICHETT + DONNA A. TERRY ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain all pipeline(s) with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. No pipeline shall be more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Protection of Topsoil. During installation of the Pipeline, topsoil shall be stripped and stockpiled in a windrow along easement and replaced to pre-existing depths. Top soil shall not be mixed with rocks or construction debris.
5. Abandonment of Easement – Pipeline Stays in Place. Should Grantee abandon the Permanent Easement, the Pipeline and any improvements shall remain in place and become the property of the Grantor indefinitely.
6. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:



Charles K. Prickett



Carol E. Prickett



Donna A. Tefft, Trustee

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # G-277 / 0000-33-23N-07W-1-100-00, 0000-33-23N-07W-1-100-91

KNOW ALL MEN BY THESE PRESENTS:

That, Charles K. Prickett and Carol E. Prickett, husband and wife as joint tenants, ½ interest and The Donna A. Tefft Revocable Trust created May 1st, 2000, ½ interest, “Grantor,” in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Garfield County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 14TH day of DECEMBER, 20 19.

Donna A. Tefft
Donna A Tefft

OWNER(S):
Charles K Prickett

Charles K Prickett
Printed Name

Carol E. Prickett

Carol E. Prickett
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 14TH day of DECEMBER, 20 19, personally appeared, CHARLES K PRICKETT, CAROL E PRICKETT ^{DONNA A. TEFFT.} to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec 14th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec. 14th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and CHARLES K. PRICHETT, CAROL E. PRICHETT & DONNA B. TUFFY ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain all pipeline(s) with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. No pipeline shall be more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Protection of Topsoil. During installation of the Pipeline, topsoil shall be stripped and stockpiled in a windrow along easement and replaced to pre-existing depths. Top soil shall not be mixed with rocks or construction debris.
5. Abandonment of Easement – Pipeline Stays in Place. Should Grantee abandon the Permanent Easement, the Pipeline and any improvements shall remain in place and become the property of the Grantor indefinitely.
6. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:



Charles K. Prickett



Carol E. Prickett



Donna A. Tefft, Trustee

EXHIBIT "A"

TRACT - G-277

PARCEL# 0000-33-23N-07W-1-100-00 CHARLES K. PRICKETT AND CAROL E. PRICKETT
1/2 INTEREST

PARCEL# 0000-33-23N-07W-1-100-91 DONNA A. TEFFT REVOCABLE TRUST
CREATED MAY 1ST, 2000 – 1/2 INTEREST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of Section Thirty-three (33), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter (NE1/4); thence N 89°54'40" W along the South line of said Northeast Quarter (NE1/4) a distance of 58.00 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said South line N 00°02'07" E along said Centerline a distance of 2611.56 feet to the North line of said Northeast Quarter (NE1/4) and the end of said Centerline, containing 130,559 square feet or 3.00 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the North and South lines of said Northeast Quarter (NE1/4).

Also:

A Fifty-foot Temporary Construction Easement containing 130,567 square feet, or 3.00 acres more or less being West of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Paul E. Davis, of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 9th day of September 2019.



Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT G-277
 PARCEL# 0000-33-23N-07W-1-100-00
 CHARLES K. PRICKETT AND
 CAROL E. PRICKETT - 1/2 INTEREST
 BOOK 1995 PAGE 80
 PARCEL# 0000-33-23N-07W-1-100-91
 DONNA A. TEFFT REVOCABLE TRUST
 CREATED MAY, 1ST, 2000 - 1/2 INTEREST
 BOOK 1491 PAGE 152-153
 GARFIELD COUNTY, OKLAHOMA

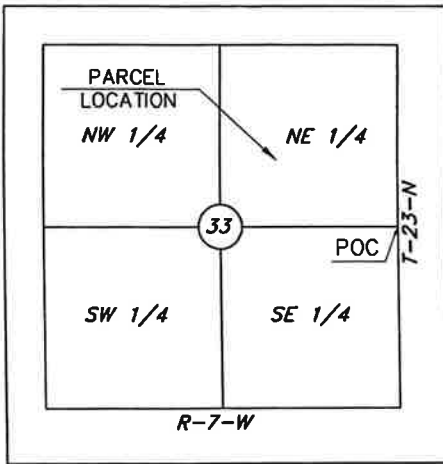
LEGAL DESCRIPTION
 See Exhibit "A"

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
 1" = 400'

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

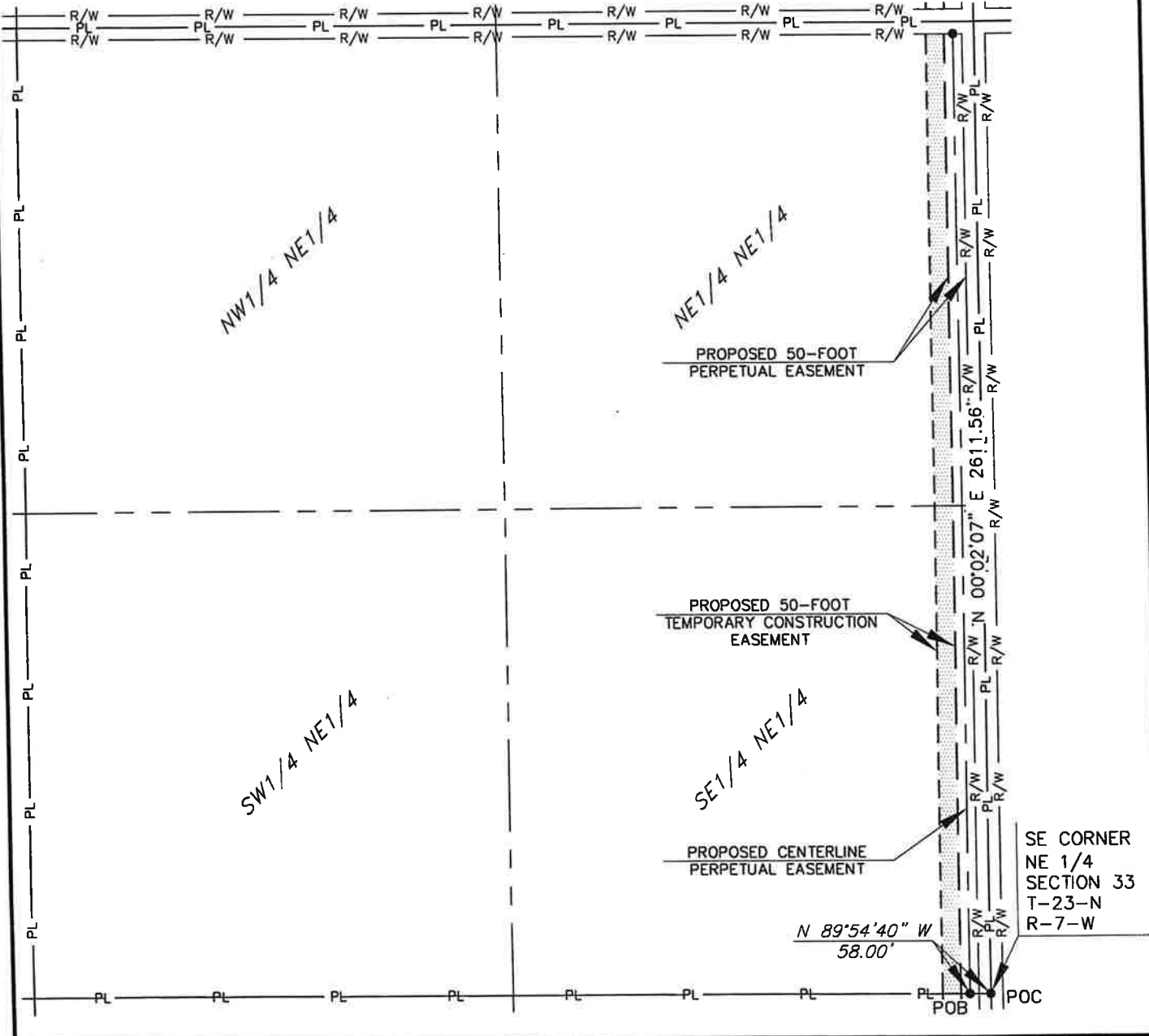
Perpetual Easement 130,559 S.F. 3.00 Acres
 Temp Construction Easement 130,567 S.F. 3.00 Acres

- PL _____ PL _____ PROPERTY LINE
- R/W _____ R/W _____ EXISTING RIGHT OF WAY
- _____ EXISTING EASEMENT
- _____ PROPOSED CENTERLINE PERPETUAL EASEMENT
- _____ PROPOSED PERPETUAL EASEMENT
- _____ PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT



City Commission Meeting

6. 13.

Meeting Date: 02/04/2020

Submitted By: Jennifer Jensen, Engineering Executive Assistant

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM EDGAR D. SNYDER REVOCABLE TRUST, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-028, IN THE AMOUNT OF \$15,550.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. K-028. It is owned by Edgar D. Snyder Revocable Trust, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southwest Quarter (SW/4) of Section Nineteen (19), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$15,550.00 has been accepted by Edgar D. Snyder Revocable Trust.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$15,550.00
Funding Source:
44-445-9151

Attachments

K028

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT

Parcel # K-028 / 8000-19-025-02E-2-002-00

KNOW ALL MEN BY THESE PRESENTS:

That, Edgar D. Snyder Revocable Trust, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 13th day of DECEMBER, 2019.

OWNER(S):
Edgar D. Snyder Revocable Trust U/I/D 7-13-1999

Deceased by EDS.
Edgar D. Snyder, Trustee

Printed Name

Barbara J. Snyder Trustee
Barbara J. Snyder, Trustee

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day of DECEMBER, 2019, personally appeared, BARBARA J. SNYDER to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

TRUST ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 13th day of DECEMBER, 2019, personally appeared, BARBARA J. SWYDER, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514
My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec. 13th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec. 13th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and BARBARA J. SWYDER, TRUSTEE ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee for the sole purpose of transporting water. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain the pipeline with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. The pipeline shall be no more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Access to Easements. Ingress and egress to the Easements by Grantee shall be limited to the gates provided by the Grantee.
5. Protection of Topsoil. During installation of the Pipeline, topsoil shall be stripped and stockpiled in a windrow along easement and replaced to pre-existing depths. Top soil shall not be mixed with rocks or construction debris.
6. Protection of Terraces. Should there be any terraces or conservation structures within the Easements that are crossed by the Pipeline, all such terraces or conservation structures shall be replaced and reconstructed by Grantee to their pre-construction condition.
7. Above Ground Equipment. Any perpetual above-ground equipment or appurtenances of any kind are to be placed by Grantee on the permanent easement and shall be located as required by Oklahoma Department of

Environmental Quality. Installation of equipment and appurtenances will be minimized to critical high and low elevation locations, and critical water, road, and railroad crossings along the pipeline. Appurtenances will be required for air relief at the high points and drain values at the low points of the buried pipeline. Appurtenances necessary for isolation of the pipeline segments, access into the pipeline, and operational testing locations, will be located at the terminal points of the easement, adjacent to adjoin lands and existing roadways. Grantee shall not house its employees or contractors on the property.

8. **As Built Survey.** Within 90 days following completion of construction of the Kaw Lake Program, Grantee shall file with the county clerk of the county where the Easements are located an “as built survey” reflecting the actual location of the Pipeline. The Temporary Construction Easement shall expire and the Permanent Easement shall solely exist. The filing made by Grantee with respect to the “as built survey” shall reference this Agreement and shall establish the location of the Permanent Easement.
9. **Restoration of Surface.** Within 120 days after installation of the Pipeline, weather and soil conditions permitting Grantee shall repair and restore Grantor’s property as nearly as possible to its original condition and contour. Grantee recognizes that the Pipeline may be installed across rocky terrain.
10. **Removal of Trash.** Grantee will take reasonable steps to control all trash, waste materials and other debris (“Debris”) created from its Work on the Easements and remove all Debris from the Easements (or with Grantor’s permission from Grantor’s adjacent property should any Debris have blown onto such adjacent property) within thirty (30) days after completion of construction of the Pipeline on the Easements, and within thirty (30) days after any other subsequent work performed by Grantee in the Permanent Easement. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
11. **Backfill.** Upon installation of the Pipeline and removal of rocks as provided herein, Grantee shall maintain the trench created by the installation of the Pipeline such that any sinking or sink holes are filled with quality top soil. Grantee shall take appropriate steps to monitor the easement for sinking or sink holes and promptly cause such sinking or sink holes to be remedied and this responsibility shall continue for at least 10 years subsequent to completion of the Pipeline construction.
12. **Protection from Erosion.** Any erosion damage occurring inside or outside of the Easements that is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense for so long as the Permanent Easement remains in effect.

13. Future Damages. Grantee has compensated Grantor for the granting of the Easements and damages caused by the construction of the Pipeline. Grantee shall pay for all additional crop, surface and ground water damages caused by its repair, maintenance or other operations with regard to the Pipeline or Permanent Easement which occur in the future after the initial construction of the Pipeline unless Grantor has already been compensated.
14. Abandonment of Easement - Pipeline Stays in Place. Should Grantee abandon the Permanent Easement, the Pipeline and any improvements shall remain in place and become the property of the Grantor.
15. Grantor's Continued Use. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances Grantor, its successors, heirs or assigns, reserve the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area or adjacent property.
16. Fencing. Grantee shall have the right to cut all fences to have access to the Easement Area for construction purposes only, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the Pipeline. If Grantor or assign's livestock escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the Property and any and all related actions arising from such occurrence(s).
17. Hold Harmless. Grantee agrees to hold Grantor harmless from any loss, cost, expense, claims or demands (including reasonable attorney's fees) arising from any damage or injury to persons or property (other than damages previously compensated by Grantee) by reason of Grantee's construction of a pipeline(s) over and across Grantor's property EXCEPT for damage caused by the negligence or willful action of Grantor or Grantor's agents and employees.
18. Pipeline Placement. The KLWS Pipeline is to be located within the 50-foot Perpetual Easement offset 20 feet from the North easement boundary line. The

offset is intended to provide necessary workspace within the perpetual easement for conducting maintenance or repairs on the pipeline without trespassing on landowner property. In the event of unforeseen construction obstacles, Grantee may adjust the pipeline location anywhere within the 50-foot Perpetual Easement as needed.

19. Notices. All notices under this Agreement shall be in writing, addressed to the addresses first set forth in this Agreement and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.

20. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

GRANTOR:

THE CITY OF ENID,
an Oklahoma municipal corporation

By: _____


Owner Signature

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # K-028 / 8000-19-025-02E-2-002-00

KNOW ALL MEN BY THESE PRESENTS:

That, Edgar D. Snyder Revocable Trust, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 13TH day of December, 20 19.

OWNER(S):
Edgar D. Snyder Revocable Trust U/I/D 7-13-1999

Deceased
Edgar D. Snyder, Trustee

Printed Name

Barbara J. Snyder Trustee
Barbara J. Snyder, Trustee

BARBARA J. SNYDER
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 13TH day of December, 20 19, personally appeared, BARBARA J. SNYDER to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

TRUST ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 13TH day of December, 2019, personally appeared, BARBARA J. SNYDER, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514
My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec. 13th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec. 13th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and BARBARA J. SNYDER TRUSTEE ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee for the sole purpose of transporting water. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain the pipeline with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. The pipeline shall be no more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Access to Easements. Ingress and egress to the Easements by Grantee shall be limited to the gates provided by the Grantee.
5. Protection of Topsoil. During installation of the Pipeline, topsoil shall be stripped and stockpiled in a windrow along easement and replaced to pre-existing depths. Top soil shall not be mixed with rocks or construction debris.
6. Protection of Terraces. Should there be any terraces or conservation structures within the Easements that are crossed by the Pipeline, all such terraces or conservation structures shall be replaced and reconstructed by Grantee to their pre-construction condition.
7. Above Ground Equipment. Any perpetual above- ground equipment or appurtenances of any kind are to be placed by Grantee on the permanent easement and shall be located as required by Oklahoma Department of

Environmental Quality. Installation of equipment and appurtenances will be minimized to critical high and low elevation locations, and critical water, road, and railroad crossings along the pipeline. Appurtenances will be required for air relief at the high points and drain values at the low points of the buried pipeline. Appurtenances necessary for isolation of the pipeline segments, access into the pipeline, and operational testing locations, will be located at the terminal points of the easement, adjacent to adjoin lands and existing roadways. Grantee shall not house its employees or contractors on the property.

8. As Built Survey. Within 90 days following completion of construction of the Kaw Lake Program, Grantee shall file with the county clerk of the county where the Easements are located an “as built survey” reflecting the actual location of the Pipeline. The Temporary Construction Easement shall expire and the Permanent Easement shall solely exist. The filing made by Grantee with respect to the “as built survey” shall reference this Agreement and shall establish the location of the Permanent Easement.
9. Restoration of Surface. Within 120 days after installation of the Pipeline, weather and soil conditions permitting Grantee shall repair and restore Grantor’s property as nearly as possible to its original condition and contour. Grantee recognizes that the Pipeline may be installed across rocky terrain.
10. Removal of Trash. Grantee will take reasonable steps to control all trash, waste materials and other debris (“Debris”) created from its Work on the Easements and remove all Debris from the Easements (or with Grantor’s permission from Grantor’s adjacent property should any Debris have blown onto such adjacent property) within thirty (30) days after completion of construction of the Pipeline on the Easements, and within thirty (30) days after any other subsequent work performed by Grantee in the Permanent Easement. If such Debris is not removed within such time period, Grantee will reimburse Grantor for all expenses incurred by Grantor to remove such Debris.
11. Backfill. Upon installation of the Pipeline and removal of rocks as provided herein, Grantee shall maintain the trench created by the installation of the Pipeline such that any sinking or sink holes are filled with quality top soil. Grantee shall take appropriate steps to monitor the easement for sinking or sink holes and promptly cause such sinking or sink holes to be remedied and this responsibility shall continue for at least 10 years subsequent to completion of the Pipeline construction.
12. Protection from Erosion. Any erosion damage occurring inside or outside of the Easements that is caused by the construction, maintenance or operation of the Pipeline shall be promptly repaired by Grantee, at its expense for so long as the Permanent Easement remains in effect.

13. Future Damages. Grantee has compensated Grantor for the granting of the Easements and damages caused by the construction of the Pipeline. Grantee shall pay for all additional crop, surface and ground water damages caused by its repair, maintenance or other operations with regard to the Pipeline or Permanent Easement which occur in the future after the initial construction of the Pipeline unless Grantor has already been compensated.
14. Abandonment of Easement - Pipeline Stays in Place. Should Grantee abandon the Permanent Easement, the Pipeline and any improvements shall remain in place and become the property of the Grantee.
15. Grantor's Continued Use. Provided its use of the Easement does not in any manner interfere in any material respect with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline or its appurtenances Grantor, its successors, heirs or assigns, reserve the right to farm, graze and otherwise fully use and enjoy the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush structures and other obstructions or facilities in the Easement Area being conveyed that are reasonably deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of the Pipeline as long as Grantor is notified prior to any clearing or removal operations and Grantor is properly compensated for any additional damage done to the Easement Area or adjacent property.
16. Fencing. Grantee shall have the right to cut all fences to have access to the Easement Area for construction purposes only, and Grantee shall repair all such fences to at least their original condition promptly upon completion of construction on Grantor's Property. Before a fence is cut it shall be supported by an H-Frame brace on either side of contemplated opening. All fences which are cut or disturbed shall be repaired in a good and workmanlike manner acceptable to Grantor and shall be equal or better in quality than the existing fence. Grantee will be responsible for keeping all fences closed during construction and maintenance of the Pipeline. If Grantor or assign's livestock escape from the premises as a result of construction or maintenance of said line, Grantee will be responsible for all expense in securing the livestock back on the Property and any and all related actions arising from such occurrence(s).
17. Hold Harmless. Grantee agrees to hold Grantor harmless from any loss, cost, expense, claims or demands (including reasonable attorney's fees) arising from any damage or injury to persons or property (other than damages previously compensated by Grantee) by reason of Grantee's construction of a pipeline(s) over and across Grantor's property EXCEPT for damage caused by the negligence or willful action of Grantor or Grantor's agents and employees.
18. Pipeline Placement. The KLWS Pipeline is to be located within the 50-foot Perpetual Easement offset 20 feet from the North easement boundary line. The

offset is intended to provide necessary workspace within the perpetual easement for conducting maintenance or repairs on the pipeline without trespassing on landowner property. In the event of unforeseen construction obstacles, Grantee may adjust the pipeline location anywhere within the 50-foot Perpetual Easement as needed.

19. Notices. All notices under this Agreement shall be in writing, addressed to the addresses first set forth in this Agreement and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.

20. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

GRANTOR:

THE CITY OF ENID,
an Oklahoma municipal corporation

By: _____



Owner Signature

EXHIBIT "A"

TRACT - K-028 PARCEL# 8000-19-025-02E-2-002-00

EDGAR D. SNYDER REVOCABLE TRUST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southwest Quarter (SW1/4) of Section Nineteen (19), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter (SW1/4); thence S 00°22'30" E along the West line of said Southwest Quarter (SW1/4) a distance of 777.34 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said West Line N 88°21'44" E along said Centerline a distance of 482.37 feet; thence N 64°07'12" E along said Centerline a distance of 1648.61 feet to the East line of a property described in Book 1121 at pages 498-500 and the end of said Centerline, containing 106,549 square feet or 2.45 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West line of said Southwest Quarter (SW1/4) and at said East property line.

Also:

A Temporary Construction Easement containing 448,041 square feet, or 10.29 acres more or less being adjacent to, North of, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 31st day of May, 2019.



Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT K-028
 PARCEL# 8000-19-025-02E-2-002-00
 EDGAR D. SNYDER REVOCABLE TRUST
 BOOK 1121 PAGES 498 - 500
 KAY COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

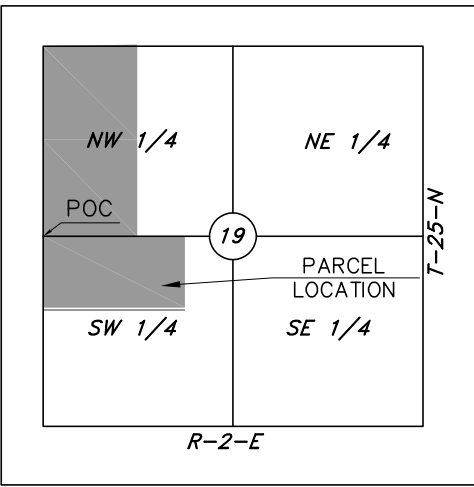
POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

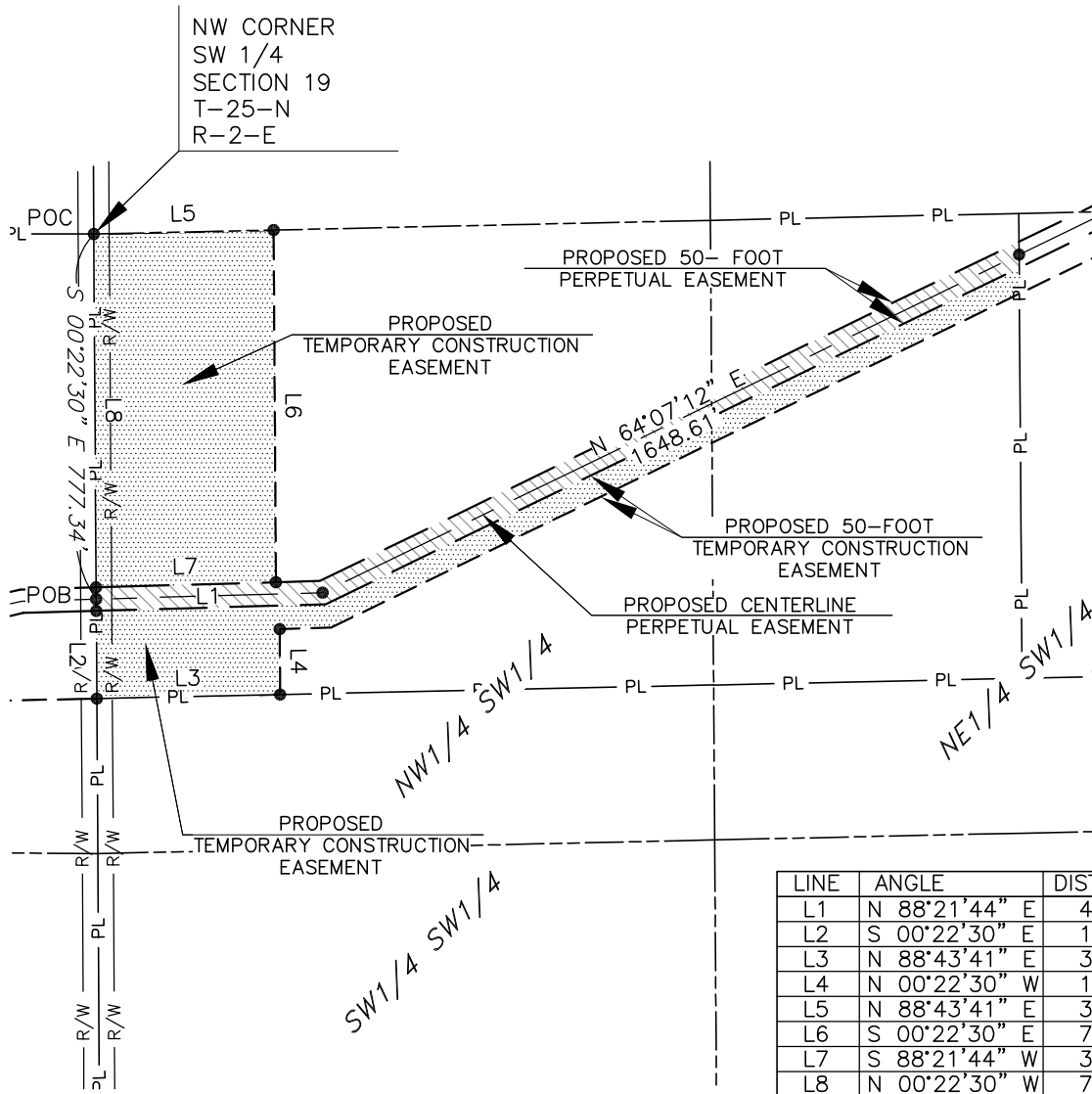
Perpetual Easement 106,549 S.F. 2.45 Acres
 Temp Construction Easement 448,041 S.F. 10.29 Acres

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
 1" = 400'

- _____ PL _____ PL _____ PROPERTY LINE
- _____ R/W _____ R/W _____ EXISTING RIGHT OF WAY
- _____ _____ _____ EXISTING EASEMENT
- _____ _____ _____ PROPOSED CENTERLINE PERPETUAL EASEMENT
- _____ _____ _____ PROPOSED PERPETUAL EASEMENT
- _____ _____ _____ PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



LINE	ANGLE	DISTANCE
L1	N 88°21'44" E	482.37'
L2	S 00°22'30" E	186.78'
L3	N 88°43'41" E	390.45'
L4	N 00°22'30" W	139.26'
L5	N 88°43'41" E	383.05'
L6	S 00°22'30" E	749.89'
L7	S 88°21'44" W	383.09'
L8	N 00°22'30" W	752.33'

City Commission Meeting

6. 14.

Meeting Date: 02/04/2020

Submitted By: Jennifer Jensen, Engineering Executive Assistant

SUBJECT:

ACCEPT A CORRECTION TO A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FOR CARY JEAN WYATT, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-042.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. O-042. It is owned by Cary Jean Wyatt, who has previously accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section Eighteen (18), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The corrected easement has been accepted by Cary Jean Wyatt.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Attachments

O042

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

CORRECTION
UTILITY AND WATER LINE EASEMENT
Parcel # O-042/ 570081322

KNOW ALL MEN BY THESE PRESENTS:

That, **Cary Jean Wyatt**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This Easement is given for the purpose of replacing in its entirety an Easement that was previously recorded on 10/10/2019, in Book 1733, Page(s) 0147-0152 of the County Clerk of Osage County, Oklahoma.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 18th day of DECEMBER 2019.

OWNER(S):

Cary Jean Wyatt
Cary Jean Wyatt
Cary Jean Wyatt
Printed Name

Owner

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day of DECEMBER 2019, personally appeared CARY JEAN WYATT to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec. 18th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec. 18th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and CARY JEAN WYATT ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

GRANTOR:

THE CITY OF ENID, an Oklahoma
municipal corporation

By: _____


Signature

Signature

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # O-042/ 570081322

KNOW ALL MEN BY THESE PRESENTS:

That, Cary Jean Wyatt, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional workspace for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec 18th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec 18th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and CARY JEAN WYATT ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

GRANTOR:

THE CITY OF ENID, an Oklahoma
municipal corporation

By: _____

Signature



Signature

EXHIBIT "A"

TRACT - O-042 PARCEL# 570081322

CARY JEAN WYATT

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4); thence S 00°44'11" E along the West line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) a distance of 35.00 feet to the **POINT OF BEGINNING**; thence N 88°44'07" E a distance of 1232.69 feet; thence N 00°36'18" W a distance of 35.00 feet to the North line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4); thence N 88°44'07" E along said North line a distance of 50.00 feet; thence S 00°36'18" E a distance of 97.17 feet; thence N 89°47'08" W a distance of 521.82 feet; thence S 88°37'45" W a distance of 760.80 feet; thence N 00°44'11" W a distance of 50.11 feet to the **POINT OF BEGINNING**, containing 68,263 square feet or 1.57 acres, more or less.

Also:

A Fifty-foot Temporary Construction Easement containing 65,909 square feet, or 1.51 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B". And A Fifty-foot Temporary Construction Easement containing 1,750 square feet, or 0.04 acres more or less being adjacent to, and West of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma
Witness my hand and seal this 21st day of October 2019.



Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT 0-042
 PARCEL# 570081322
 CARY JEAN WYATT
 BOOK 1540 PAGE 763 - 746
 OSAGE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

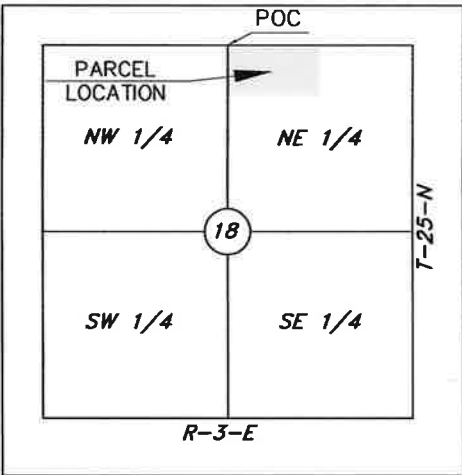
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

Perpetual Easement 68,263 S.F. 1.57 Acres
 Temp Construction Easement 67,659 S.F. 1.55 Acres

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

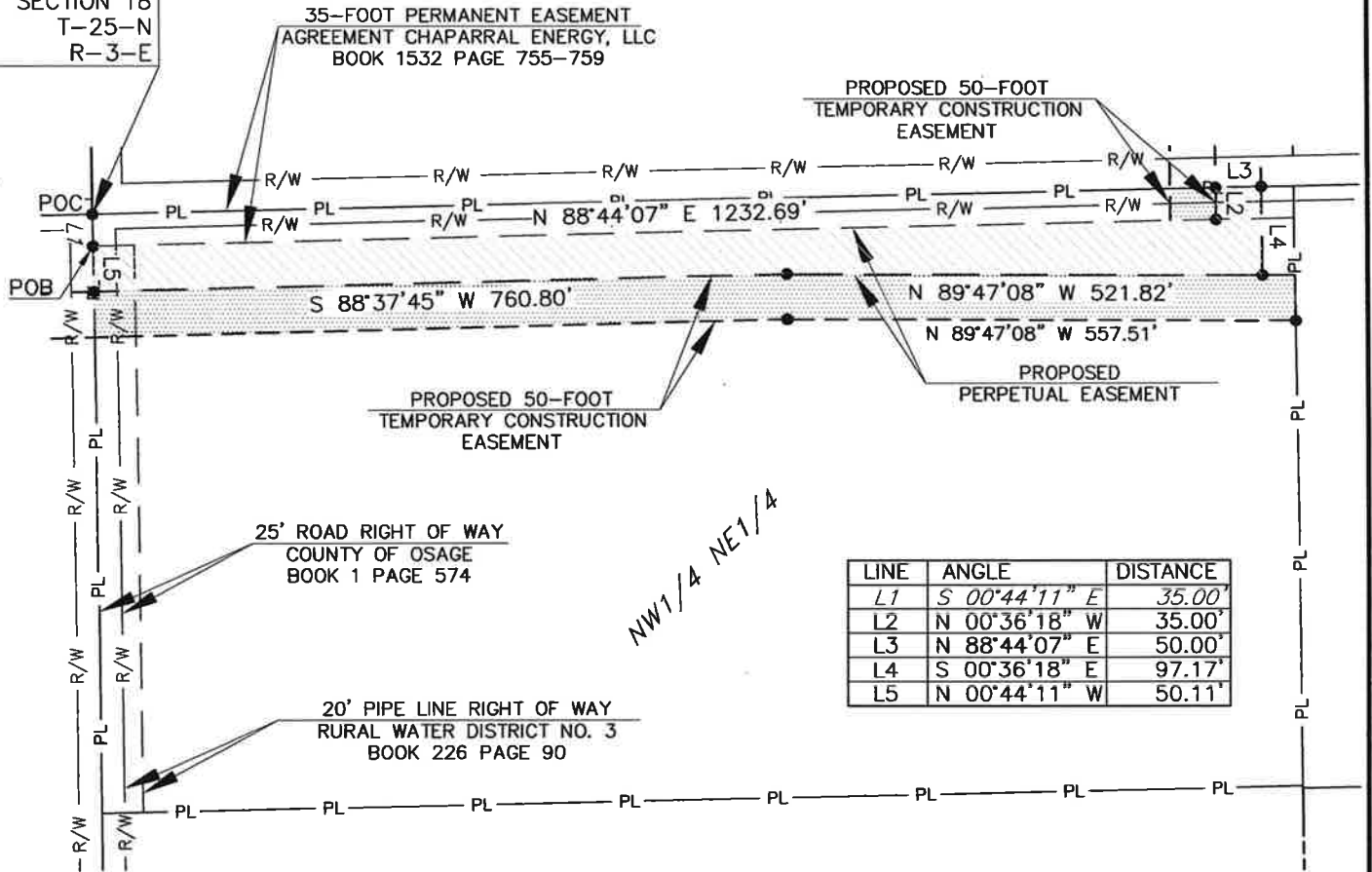
1" = 200'

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE

NW CORNER
 NW 1/4 NE 1/4
 SECTION 18
 T-25-N
 R-3-E



LINE	ANGLE	DISTANCE
L1	S 00°44'11" E	35.00'
L2	N 00°36'18" W	35.00'
L3	N 88°44'07" E	50.00'
L4	S 00°36'18" E	97.17'
L5	N 00°44'11" W	50.11'

City Commission Meeting

6. 15.

Meeting Date: 02/04/2020

Submitted By: Jennifer Jensen, Engineering Executive Assistant

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM CARY JEAN WYATT, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-044, IN THE AMOUNT OF \$1,375.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. O-044. It is owned by Cary Jean Wyatt, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Tract 5 Subdivision of the Southeast Quarter (SE/4) of Section Seven (7), Township Twenty-five (25), Range Three (3) east of the Indian Meridian line, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$1,375.00 has been accepted by Cary Jean Wyatt.

RECOMMENDATION:

Accept Permanent Utility Easement and Temporary Construction Easement.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$1,375.00

Funding Source:

44-445-9151

Attachments

O044

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # Q-044 / 570012622

KNOW ALL MEN BY THESE PRESENTS:

That, Carv Jean Wvatt, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 18th day of December 2019.

OWNER(S):
Cary Jean Wyatt
Cary Jean Wyatt
Cary Jean Wyatt
Printed Name

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day of December, 2019, personally appeared, CARY JEAN WYATT to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20_____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec. 18th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec 18th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and CARY JEAN WYATT ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.

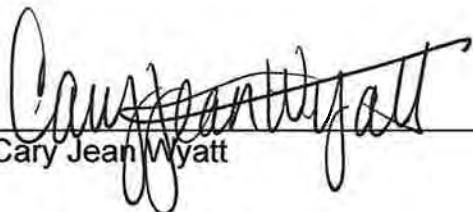
2. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property record.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:


Cary Jean Wyatt

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # O-044 / 570012622

KNOW ALL MEN BY THESE PRESENTS:

That, Cary Jean Wyatt, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 18th day of DECEMBER 2019.

OWNER(S):
Cary Jean Wyatt
Cary Jean Wyatt
Cary Jean Wyatt
Printed Name

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 18th day of DECEMBER, 2019, personally appeared, CARY JEAN WYATT to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this
_____ day of _____, 20____.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated Dec 18th, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated Dec. 18th, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and CARY JEAN WYATT ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.

2. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property record.

GRANTEE:

The City of Enid,
An Oklahoma Municipal Corporation

By: _____

GRANTOR:



Cary Jean Wyatt

EXHIBIT "A"

TRACT - O-044 PARCEL# 570012622

CARY JEAN WYATT

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Tract 5 Subdivision of the Southeast Quarter (SE1/4) of Section Seven (7), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Tract 5; thence S 88°44'07" W along the South line of said Tract 5 a distance of 35.36 to the **POINT OF BEGINNING**; thence S 88°44'07" W along said South line a distance of 50.00 feet; thence leaving said South line N 00°36'18" W a distance of 101.16 feet; thence N 84°23'40" E a distance of 85.62 feet to the East line of said Tract 5; thence along said East line S 00°38'13" E a distance of 50.19 feet; thence S 84°23'40" W a distance of 35.46 feet; thence S 00°36'18" E a distance of 54.77 feet to the **POINT OF BEGINNING**, containing 6,926 square feet or 0.16 acres, more or less.

Also:

A Fifty-foot Temporary Construction Easement containing 11,753 square feet, or 0.27 acres more or less being adjacent to, and North and West of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Paul E. Davis of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma
Witness my hand and seal this 21st day of October 2019.



Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT 0-044
 PARCEL# 570012622
 CARY JEAN WYATT
 BOOK 1540 PAGE 763 - 746
 OSAGE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

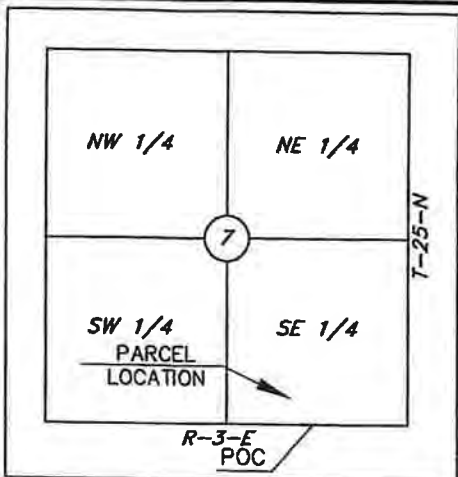
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

Perpetual Easement 6,926 S.F. 0.16 Acres
 Temp Construction Easement 11,753 S.F. 0.27 Acres

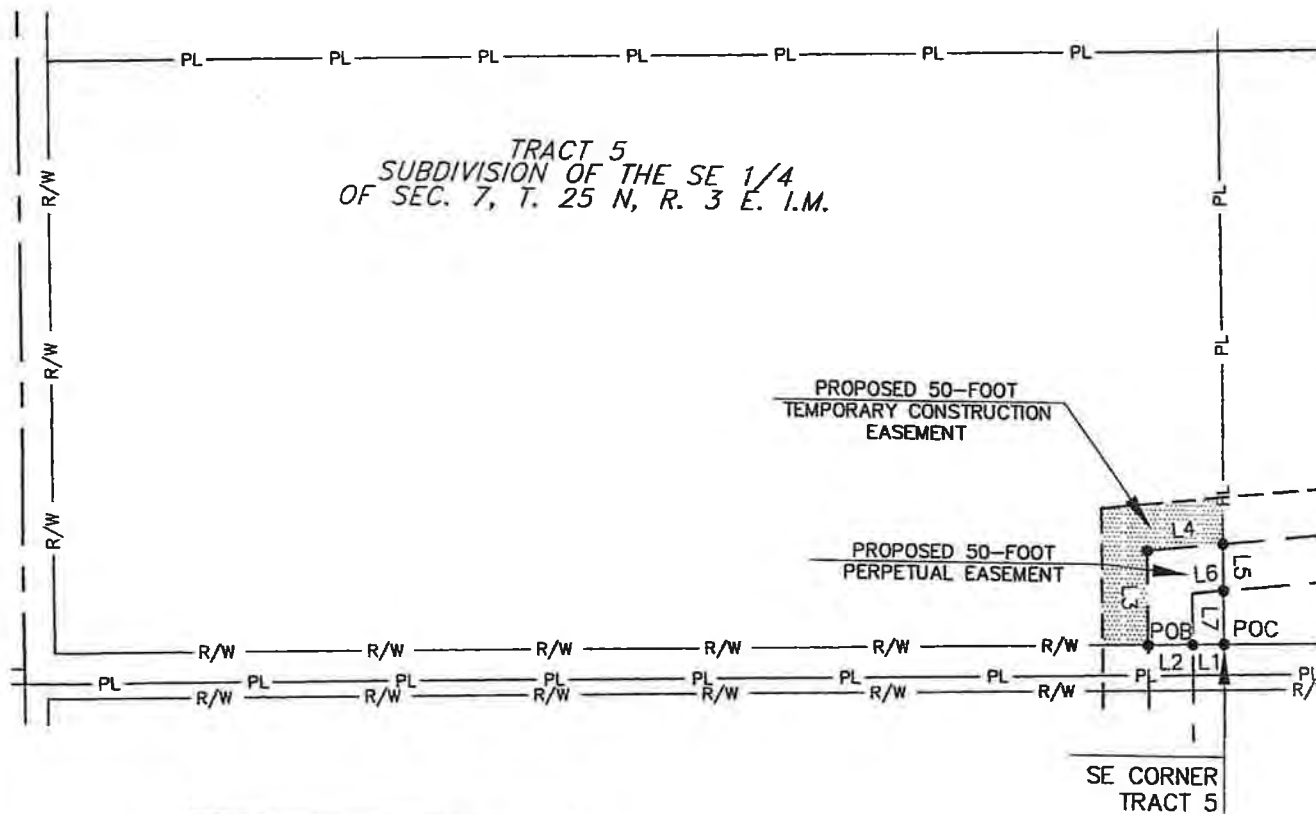
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 200'

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



LINE	ANGLE	DISTANCE
L1	S 88°44'07" W	35.36'
L2	S 88°44'07" W	50.00'
L3	N 00°36'18" W	101.16'
L4	N 84°23'40" E	85.62'
L5	S 00°38'13" E	50.19'
L6	S 84°23'40" W	35.46'
L7	S 00°36'18" E	54.77'

City Commission Meeting

6. 16.

Meeting Date: 02/04/2020

Submitted By: Chelsea Ehalt, Legal Executive Assistant

SUBJECT:

APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF ENID AND DAVID ALLEN MEMORIAL BALLPARK, INC. AND INDEPENDENT SCHOOL DISTRICT NO. 57 OF GARFIELD COUNTY, OKLAHOMA.

BACKGROUND:

This item was reviewed at the January 23, 2020 Study Session. The original agreement was entered into between the Ballpark and the City in October 1998. The agreement provided a lease term of twenty-five years, with an additional renewals option. If approved, the agreement will formalize the partnership between Enid Public Schools and the David Allen Memorial Ballpark concerning the upkeep and operation of the Ballpark.

Under the amended agreement, Enid Public Schools is provided an option to take over the obligations and rights of David Allen Memorial Ballpark, Inc., if the Ballpark exercises the option to terminate the lease, or defaults under the agreement.

RECOMMENDATION:

Approve the lease agreement.

PRESENTER:

Carol Lahman

Attachments

David Allen Memorial Ballpark Contract_2020

**LEASE AGREEMENT BETWEEN THE CITY OF ENID,
DAVID ALLEN MEMORIAL BALLPARK, INC., AND INDEPENDENT SCHOOL
DISTRICT NO. 57 OF GARFIELD COUNTY, OKLAHOMA**

THIS LEASE AGREEMENT amends the original lease agreement made and entered into October 6, 1998, by and between the City of Enid, a municipal corporation, hereinafter "City" and David Allen Memorial Ballpark, Inc., an Oklahoma non-profit corporation, hereinafter "Ballpark" to add Independent School District No. 57 of Garfield County, Oklahoma, hereinafter "Enid Public Schools" as an additional party.

WHEREAS, the City owned the real property on which Paul Allen and Joan Allen, citizens of Enid, Oklahoma, in memory of their beloved son, David Allen, and for the purpose of providing a baseball field, field house and bleachers for the benefit and enjoyment of the citizens of Enid, Oklahoma and for the purpose of improving downtown Enid, donated approximately \$1,000,000 to have a baseball field, concession area, press box, museum room, box seating, and bleachers ("David Allen Memorial Ballpark") constructed; and

WHEREAS, Ballpark is a non-profit corporation organized for the purpose of providing an ongoing entity to maintain and promote the David Allen Memorial Ballpark and the sport of baseball in Enid for the use, benefit, and enjoyment of the citizens of Enid; and

WHEREAS, Ballpark has been performing this function for over 20 years; and,

WHEREAS, Enid Public Schools has recently agreed to make a substantial investment by replacing the surface of the field and providing primary maintenance of the David Allen Memorial Ballpark;

NOW THEREFORE, it is agreed as follows:

1. For and in consideration of the recitations, covenants and conditions contained herein, and in consideration of the benefits conferred upon the citizens of Enid, Oklahoma, the City hereby leases the above-described real property and all improvements thereon to Ballpark for a term of fifty (50) years beginning October, 1998, and continuing until October, 2048, reserving unto Ballpark the right to renew for additional terms of twenty-five (25) years under the same terms and conditions set forth herein. Ballpark shall utilize the property for the purposes of Enid High school Baseball, and any other event which promotes entertainment in the

community and is not inconsistent with the use of the premises for baseball, i.e., professional baseball, semi-professional baseball, and/or college baseball, softball, public concerts, Tri-State, and other musical events, etc.

2. The Ballpark further covenants that it will;

(a) Carry public liability insurance in a sum not less than the Oklahoma Governmental Tort Claims limits currently set at \$100,000 per person and \$1,000,000 per accident, injury or death, with the City named as an additional insured, and to hold the City harmless from any injury or damage, and any and all claims arising as a result of the operation and to defend the City in any lawsuit alleging said claim,

(b) Provide maintenance of, repairs and renovations to the property and all improvements thereon and keep the field and all other improvements in good order, clean and free from debris and trash, and

(c) Immediately notify the City if any part of the property or improvements requires major repair or replacements that cannot be resolved by the Ballpark on a timely basis.

(d) Use the concession sites for the sale of food, drink and promotional products only and shall not make or suffer any unlawful, improper or offensive use of the concession sites, or any use or occupancy thereof contrary to any law of the state or ordinance of the City now or hereafter made, or which shall be injurious to any person or property.

3. Enid Public Schools covenants that it will:

Take over the Ballpark's responsibility under paragraph 2(b) (c) and (d) of the agreement. Such responsibility includes general maintenance, improvements, and keeping the David Allen Memorial Ballpark free from debris or trash, it also includes providing the personnel such as ticket takers, the press box, and concessions.

4. The City covenants that it will:

(a) Maintain property insurance coverage for the real property and all of the improvements located thereon in amounts not

less than the repair and/or replacement costs of the land and property.

(b) Consider on an annual basis, upon request by the Ballpark or Enid Public Schools, paying for the cost of utilities, other than telephone services.

5. Right of re-entry or termination of lease:

(a) The City shall have the right to re-enter and terminate this lease in the event that the facilities are no longer being used for the purposes set forth herein.

(b) The City shall have the right to re-enter and terminate this lease in the event of insolvency or bankruptcy of the Ballpark, or in the event the Ballpark is unable or unwilling to continue the activities anticipated by this lease agreement and Enid Public Schools is unable or unwilling to take on the Ballpark's responsibility under this lease.

(c) In the event the facilities or grounds are destroyed, or rendered untenable, in whole or in part, from whatever cause, then either party shall have the option of canceling the remaining portion of this lease without further obligation.

(d) The Ballpark may terminate its lease and vacate the premises upon 60 days written notice to the City and Enid Public Schools. Enid Public Schools shall have 45 days to provide the City its intention to take on the responsibility for operating the David Allen Memorial Ballpark. If Enid Public Schools does not provide the notice of its intention to operate the David Allen Memorial Ballpark within the time provided, the lease shall terminate. If Enid Public Schools provides timely notice that it will take on the responsibilities of the Ballpark, the Ballpark's right to renew the lease for additional 25 year terms will become Enid Public Schools' right under this lease.

6. All permanent improvements made to the real property shall be the property of the City.

7. All income monies or other compensation paid by any person or entity for use of the facilities, or for the purpose of advertising either on the premises or in connection with the facility shall be the property of the Ballpark and/or Enid Public Schools and be used to meet the shared

objectives and obligations of the Ballpark and Enid Public School in managing David Allen Memorial Ballpark outlined in this agreement. It is understood that Enid Public School may recoup the cost associated with hosting non-Enid Public Schools events at the David Allen Memorial Ballpark by entering into agreements with event sponsors for this purpose or by other similar arrangement.

8. The City's Rules and Regulations For Use of the Parks and Recreation Facilities by the City shall not apply to the David Allen Memorial Ballpark, but use of the facility shall be controlled by the terms of this Lease Agreement.

9. The Ballpark and Enid Public Schools agree to charge a reasonable price for the food and drink items sold to the public.

10. The Ballpark and Enid Public Schools shall have the right to contract with others for the performance of any obligation required by the Ballpark under this Lease Agreement.

11. The risk of injury, loss, damage or destruction of any persons or personal property of any kind that may be on the premises during the term of this lease shall be assumed by the Ballpark and Enid Public Schools, and the City shall not be liable to the Ballpark, Enid Public Schools, or any other person for any injury, loss or damage to any person or personal property on the real property.

12. Anti-discrimination. No person shall be excluded from an opportunity to use or attend the facility on the basis of color, race, national origin, religion, handicap, or other non-merit factors except that certain minimum physical fitness requirements may be established by the Ballpark or Enid Public Schools for participants in events.

13. Assignment and Binding Effect. None of the parties shall assign this Agreement or any interest herein without the express written consent of the other parties. This Agreement will be binding upon the successors and assignees assigned as parties hereto.

14. Disclaimer of Intent to Become Partners. The parties shall not be deemed to be partners or joint ventures.

15. Interpretation of Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

City Commission Meeting

18.

Meeting Date: 02/04/2020

Submitted By: Chelsea Ehalt, Legal Executive Assistant

SUBJECT:

CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS THE SUDDENLINK FRANCHISE RENEWAL NEGOTIATIONS, AND RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

BACKGROUND:

The City Attorney recommends that the Mayor and Board of Commissioners go into Executive Session pursuant to 25 O.S. 307 (B)(4), to discuss cable franchise negotiations and the attorney/client privilege, to engage in confidential communication between the public body and its attorney, since disclosure would seriously impair the ability of the public body to proceed with this matter in the public's interest.

RECOMMENDATION:

PRESENTER:

Carol Lahman.
