

AGENDA

Regular Meeting of the
Nichols Hills Municipal Authority
Tuesday, September 10, 2024 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

If special assistance is needed for this meeting by any person wishing to attend, please contact the City Clerk's office no later than 48 hours prior to the meeting, and such assistance will be provided.

Official action may be taken by the Municipal Authority only on items that appear on this Agenda. The Municipal Authority may dispose of the business set out on this Agenda by accepting, approving, adopting, rejecting, amending, or postponing action as to each item, as determined by the Municipal Authority.

1. Call to Order
2. Roll Call
3. Minutes
 - a. August 13, 2024 Minutes
4. Total Warrants & Claims
 - a. Consideration of approval, disapproval, and/or postponement of the following: Claims List for 2024-2025

Nichols Hills Municipal Authority	\$133,930.96
Total Warrants & Claims	\$133,930.96
5. Consideration of adoption, approval, acceptance, rejection, amendment, and/or postponement of the following:
 - a. August 2024 Financial Statements
6. Consent Docket - General

Items on Consent Dockets are usually approved as a group upon a motion by one of the Trustees. However, members of the Trust may

request discussion or separate action on any item on the Consent Dockets.

- a. Waterline 11 Relocation Agreement between City of Nichols Hills Oklahoma, Nichols Hills Municipal Authority and Independent School District No. 89 of Oklahoma County, Oklahoma, (Oklahoma City Public Schools) ("Agreement") to accommodate the construction of new Belle Isle Enterprise High School on a 65-acre (MOL) site in Oklahoma City east of the northeast corner of the intersection of Wilshire Boulevard and Broadway Extension, and authorizing the Mayor other municipal officials to execute instruments in furtherance of the Agreement.

7. Adjournment



City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Regular Meeting of the
Nichols Hills Municipal Authority
Tuesday, August 13, 2024 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

1. Call to Order

2. Roll Call

Attendees Present	Arrived
Mayor E. Peter Hoffman	5:30
Vice-Mayor Steven J. Goetzinger	5:30
Council Member Sody Clements	5:30

3. Minutes

a. July 9, 2024 Minutes

MOTION: Sody Clements moved to approve the July 9, 2024 minutes as presented. Steven J. Goetzinger seconded the motion.

RESULT: (UNANIMOUS)

MOVER: Sody Clements

SECONDER: Steven J. Goetzinger

AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

4. Total Warrants & Claims

a. Municipal Authority - CIP

MOTION: Steven J. Goetzinger moved to approve the total warrants and claims as presented. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)

MOVER: Steven J. Goetzinger
SECONDER: Sody Clements
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

5. Consideration of adoption, approval, acceptance, rejection, amendment, and/or postponement of the following:

a. July 2024 Finanacial Statements

MOTION: Sody Clements moved to accept the July 2024 financial statements as presented. Steven J. Goetzinger seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Sody Clements
SECONDER: Steven J. Goetzinger
AYES: Sody Clements, E. Peter Hoffman

6. Adjournment

MOTION: There being no further business, Steven J. Goetzinger moved to adjourn the meeting. Sody Clements seconded the motion.

RESULT: (UNANIMOUS)
MOVER: Steven J. Goetzinger
SECONDER: Sody Clements
AYES: Sody Clements, E. Peter Hoffman , Steven J. Goetzinger

Chairman
Nichols Hills Municipal Authority
City of Nichols Hills, Oklahoma

General Manager
Nichols Hills Municipal Authority
City of Nichols Hills, Oklahoma

Secretary
Nichols Hills Municipal Authority
City of Nichols Hills, Oklahoma

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	OKLAHOMA UNIFORM BUILDING CO	00-32600	Uniform Building Cod	PERMIT FEES AUGUST 2024	252.00
				TOTAL:	252.00
Administration	GRANICUS	02-84400	Software Agreements	AGENDA SOFTWARE	412.88
	VISA	02-84300	Training & Membershi	WALL STREET JOURNAL	8.00
		02-84300	Training & Membershi	PRE COUNCIL MEETING	70.54
		02-84300	Training & Membershi	LUNCH MEETING	29.59
	PETTY CASH	02-84300	Training & Membershi	AUGUST RECEIPTS	158.80
	VISA	02-84300	Training & Membershi	BOTTLED WATER	7.14
	AT&T 831-001-0000 521	02-84700	Telephone	MONTHLY CHARGES	90.40
	VISA	02-84300	Training & Membershi	WATER MAIN BREAK DINNER	28.43
	OML	02-84300	Training & Membershi	2024 REGISTRATION TAYLOR	380.00
				TOTAL:	1,185.78
City Attorney	WILLIAMS BOX FORSHEE & BULLA	04-87100	Legal Services	LEGAL SERVICES	26,305.80
				TOTAL:	26,305.80
Municipal Court	AT&T 831-001-0000 521	05-84700	Telephone	MONTHLY CHARGES	90.40
				TOTAL:	90.40
Police Department	CASEY NIX	06-84950	EV Charging	HOME CHARGING AUGUST	23.00
	ALERT	06-84000	Equipment Maintenanc	RADAR CERTIFICATION	840.00
	GOODYEAR TIRE & RUBBER COMPA	06-84100	Vehicle Maintenance	NEW TIRES UNIT 53	637.35
	VISA	06-84100	Vehicle Maintenance		1.55
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	9.95
		06-84000	Equipment Maintenanc	TRANQUILIZING DART GUN	1,840.70
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	118.96
		06-84300	Training & Membershi	GREENWOOD SWAT CONFERENCE	300.00
		06-83000	Material & Supplies	SUPPLIES	82.35
	TRANSUNION RISK AND ALTERNAT	06-84000	Equipment Maintenanc	ACCESS TO SEARCH DATABASE	100.00
	VISA	06-83000	Material & Supplies	NOTARY SEAL	89.00
	PETROLEUM TRADERS CORPORATIO	06-84900	Fuel	FUEL STATION	5,520.75
	ASPEN BUILDING SERVICES OF O	06-85000	Janitorial Services	CLEANING SERVICES	1,300.00
	ImageNet Consulting, LLC	06-83000	Material & Supplies	PRINTING FEES	202.20
	AT&T 287288038708	06-84700	Telephone	FIRST NET POLICE	878.49
	VIGILANT SOLUTIONS LLC	06-84000	Equipment Maintenanc	ESA BASIC RENEWAL	1,404.00
	AT&T 831-001-0000 521	06-84700	Telephone	MONTHLY CHARGES	361.59
	OFFICE DEPOT 35315277	06-83000	Material & Supplies	PRINTER PAPER	73.64
	OG&E	06-84950	EV Charging	MONTHLY CHARGES	114.02
	ONG	06-84800	Utilities	MONTHLY CHARGES	61.17
	OREILLY AUTOMOTIVE STORES IN	06-84100	Vehicle Maintenance	WSAHER FLUID	27.16
		06-84100	Vehicle Maintenance	HEAD LIGHT BULD	21.77
				TOTAL:	14,007.65
Fire Department	VALVOLINE OIL CHANGE	07-84100	Vehicle Maintenance	OIL CHANGE 35	88.62
	WAL-MART #9502	07-83000	Material & Supplies	STATION SUPPLIES	427.91
		07-83000	Material & Supplies	SUPPLIES	132.42
		07-83000	Material & Supplies	SUPPLIES	57.76
		07-83000	Material & Supplies	SUPPLIES	30.32
	BATTERIES PLUS #093	07-84000	Equipment Maintenanc	FLASHLIGHT BATTERY	15.95
	EMSA	07-85200	EMSA Subsidy	AUGUST 2025 SUBSIDY	2,623.29
	HENRY SCHEIN INC	07-83000	Material & Supplies	MEDICAL GLOVES	377.60
	VISA	07-84300	Training & Membershi	FMAO CONFERENCE	200.00
		07-84300	Training & Membershi	FMAO CONF ROOM	296.64

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	VISA	07-84300	Training & Membershi	EFO LODGING	294.00
		07-84300	Training & Membershi	CPR SUPPLIES	333.06
		07-83000	Material & Supplies	STATION SUPPLIES	177.67
		07-83000	Material & Supplies	STATION SUPPLIES	74.49
		07-83000	Material & Supplies	REFUND ON ORDER	74.49-
		07-84300	Training & Membershi	INSTRUCTOR PREP CLASS	39.06
		07-83000	Material & Supplies	BATTERY CHARGER	169.99
		07-83000	Material & Supplies	STATION SUPPLIES	248.81
	MARK LEY	07-84300	Training & Membershi	TRAVEL CLAIM CLASS	25.46
	PETROLEUM TRADERS CORPORATIO	07-84900	Fuel	FUEL STATION	755.46
		07-84900	Fuel	FUEL DIESEL	765.30
	ImageNet Consulting, LLC	07-84000	Equipment Maintenanc	FD COPY MACHINE	24.63
	CITY CARBONIC LLC	07-84000	Equipment Maintenanc	HYDROSTATIC TESTING	274.60
		07-83000	Material & Supplies	O2 BOTTLE HYDRO	17.00
	AT&T 287288038669	07-84700	Telephone	FIRST NET FIRE	184.72
	AT&T 831-001-0000 521	07-84700	Telephone	MONTHLY CHARGES	180.79
	CHET BIESIADA	07-84300	Training & Membershi	A-EMT	99.00
	VISA	07-83000	Material & Supplies	CHALLENGE COINS	800.00
	FASTSPRING	07-84300	Training & Membershi	BLUECARD SOFTWARE	1,875.00
	FRANK E VALLEY SR	07-83000	Material & Supplies	LOCKER PLATES	250.00
	EASTERN OKLAHOMA COUNTY TECH	07-84300	Training & Membershi	SANDERSON P-EMT TUITION	2,716.00
	OG&E	07-84800	Utilities	MONTHLY CHARGES	52.12
	ONG	07-84800	Utilities	MONTHLY CHARGES	61.17
	OREILLY AUTOMOTIVE STORES IN	07-83000	Material & Supplies	E33 DEF	19.98
	KENNY REYES	07-84300	Training & Membershi	TC: EFO	79.03
			TOTAL:		13,693.36
City Engineer	SMITH ROBERTS BALDISCHWILER	08-86075	Engineering Fees		24,704.56
			TOTAL:		24,704.56
Street Department	TRAVIS VOICE & DATA	09-84700	Telephone	MONTHLY CHARGES	25.98
	VALVOLINE OIL CHANGE	09-84100	Vehicle Maintenance	UNIT 22-17	85.71
	WESTLAKE HARDWARE	09-83000	Material & Supplies	ACE	19.98
	TRAFFIC LOGIX	09-84000	Equipment Maintenanc	EQUIPMENT	10,990.00
	NORTHERN SAFETY & INDUSTRIAL	09-83000	Material & Supplies	SAFETY	271.07
		09-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	09-84100	Vehicle Maintenance	VEHICLE TRACKER	149.75
	VISA	09-83000	Material & Supplies	PARTS	115.57
	SHERWIN-WILLIAMS CO	09-83000	Material & Supplies	SUPPLIES	28.77
	PETROLEUM TRADERS CORPORATIO	09-84900	Fuel	FUEL STATION	1,458.87
		09-84900	Fuel	FUEL DIESEL	573.39
	CINTAS CORP. #064	09-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	457.36
	CRAFCO INC	09-83000	Material & Supplies	COLD PATCH	105.00
	DAVIS SUPPLY	09-83300	Minor Tools	TOOLS	69.32
	VISA	09-83000	Material & Supplies	DECALS	109.00
		09-83000	Material & Supplies	TRASH CANS	140.68
	WEX BANK	09-84900	Fuel	FUEL	82.56
	BRONCO EQUIPMENT RENTAL & SA	09-84600	Lease/Rental	STREETS	198.41
	DOLESE BROS CO	09-83000	Material & Supplies	MATERIALS	690.00
	GELLCO CLOTHING & SHOES INC	09-83500	Safety Supplies	SAFETY	150.00
	HASKELL LEMON CONSTRUCTION	09-83000	Material & Supplies	SUPPLIES	177.60
	HOME DEPOT	09-83000	Material & Supplies	SUPPLIES	59.48
		09-83000	Material & Supplies	SUPPLIES	83.30
		09-83000	Material & Supplies	TRASH CAN	176.83

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		09-83000	Material & Supplies	STREETS	129.66
	J & E SUPPLY CO INC	09-83000	Material & Supplies	TOOLS	103.51
	LUTHER SIGN CO	09-83000	Material & Supplies	SIGNS	208.67
		09-83000	Material & Supplies	NO PARKING SIGN	232.36
	OG&E	09-84800	Utilities	MONTHLY CHARGES	100.44
		09-85500	Street Lighting	MONTHLY CHARGES	7,947.32
		09-85500	Street Lighting	MONTHLY CHARGES	30.74
		09-85500	Street Lighting	MONTHLY CHARGES	33.10
		09-85500	Street Lighting	MONTHLY CHARGES	31.84
		09-85500	Street Lighting	MONTHLY CHARGES	30.30
		09-85500	Street Lighting	MONTHLY CHARGES	29.60
		09-85500	Street Lighting	MONTHLY CHARGES	30.18
		09-85500	Street Lighting	MONTHLY CHARGES	29.73
	ONG	09-84800	Utilities	MONTHLY CHARGES	32.42
	PETROLEUM MARKETERS EQUIPMEN	09-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	413.00
	SMITH FARM & GARDEN	09-83000	Material & Supplies	POLE SAW	161.44
		09-83000	Material & Supplies	POLE SAW	200.29
				TOTAL:	25,994.58
Sanitation	WAL-MART #9502	10-83000	Material & Supplies	PW	139.60
	CITY OF MIDWEST CITY	10-85800	Landfill Disposal	HAZARDOUS WASTE JULY 24	610.00
	NORTHERN SAFETY & INDUSTRIAL	10-83000	Material & Supplies	SAFETY	190.95
		10-83000	Material & Supplies	SAFETY	44.90
		10-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	10-84100	Vehicle Maintenance	VEHICLE TRACKER	89.85
	COMMERCIAL LUBRICATORS INC	10-84100	Vehicle Maintenance	HYDROLICE FLUID	764.23
	PETROLEUM TRADERS CORPORATIO	10-84900	Fuel	FUEL DIESEL	737.13
	CINTAS CORP. #064	10-81100	Uniform Allowance	PUBLIC WORKS UNIFORMS	776.56
	VISA	10-83700	Misc. Supplies	DECALS	109.00
		10-83000	Material & Supplies	TRASH CANS	140.68
	WEX BANK	10-84900	Fuel	CNG	77.10
		10-84900	Fuel	CNG	137.21
		10-84900	Fuel	CNG	109.72
		10-84900	Fuel	CNG	102.58
		10-84900	Fuel	CNG	96.11
		10-84900	Fuel	CNG	100.13
		10-84900	Fuel	CNG GAS	63.28
		10-84900	Fuel	CNG	93.55
		10-84900	Fuel	CNG	107.39
		10-84900	Fuel	CNG FUEL	127.61
		10-84900	Fuel	CNG FUEL	106.55
		10-84900	Fuel	CNG FUEL	124.82
		10-84900	Fuel	FUEL	100.08
		10-84900	Fuel	ACTIVATION FEE	50.00
	REPUBLIC SERVICES	10-85800	Landfill Disposal	COMMERCIAL GARBAGE AUGUST	75.72
		10-85825	Commercial Garbage D	COMMERCIAL GARBAGE AUGUST	11,156.76
	SOUTHEAST LANDFILL - 4061	10-85800	Landfill Disposal	AUGUST 2024	4,154.55
	OG&E	10-84800	Utilities	MONTHLY CHARGES	100.44
	ONG	10-84800	Utilities	MONTHLY CHARGES	32.42
	OREILLY AUTOMOTIVE STORES IN	10-84100	Vehicle Maintenance	SANITATION	84.90
				TOTAL:	20,635.17
Parks Department	BLUE HOUSE URBAN FARM LLC	11-85700	Parks Maintenance	BUTTERFLY GARDEN	320.00
	DOLESE BROS CO	11-85700	Parks Maintenance	MATERIALS	1,270.50

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	IRRIGATION STATION	11-85700	Parks Maintenance	PARTS	27.85
		11-85700	Parks Maintenance	SUPPLIES	89.87
		11-85700	Parks Maintenance	PARTS	19.48
		11-85700	Parks Maintenance	PARTS	4.91
	NORTHWEST LAWN MAINTENANCE I	11-85900	Park Maintenance Con	PARK MAINTENANCE	17,621.00
	OG&E	11-84800	Utilities	MONTHLY CHARGES	429.49
			TOTAL:		19,783.10
Public Works Admin	SUMMIT BUSINESS SYSTEM INC	12-84000	Equipment Maintenanc	EQUIPMENT MAINTENANCE	317.65
	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	69.29
	WAL-MART #9502	12-84300	Training & Membershi	PW	79.94
	VISA	12-84200	Building Maintenance	EQUIPMENT	191.10
		12-84300	Training & Membershi	TRAINING	121.79
		12-84300	Training & Membershi	SOFTWARE	239.88
		12-84300	Training & Membershi	MEETING	65.73
	TERMINIX PROCESSING CENTER	12-84200	Building Maintenance	PEST CONTROL	54.00
	NORTHWIND HEAT & AIR	12-84200	Building Maintenance	MAINTENANCE	264.00
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	FUEL STATION	133.13
	WIRING SOLUTIONS	12-84200	Building Maintenance	TO CORRECT VENDOR	95.00
		12-84200	Building Maintenance	SERVICE	95.00
	ASPEN BUILDING SERVICES OF O	12-85000	Janitorial Services	CLEANING SERVICES	800.00
	VISA	12-84300	Training & Membershi	HOMELAND	60.96
		12-84900	Fuel	CODE TEST	305.00
		12-84200	Building Maintenance	AMAZON	200.52
		12-84200	Building Maintenance	AMAZON	89.84
		12-84200	Building Maintenance	AMAZON	56.99
	DENNIS ALBERT	12-84950	EV Charging	HOME CHARGING AUGUST	60.00
	RAPIDFIRE	12-84200	Building Maintenance	SERVICE	95.00
	INTERSTATE BATTERY SUPPLY	12-84100	Vehicle Maintenance	BATTERY	120.97
	OG&E	12-84800	Utilities	MONTHLY CHARGES	100.47
	ONG	12-84800	Utilities	MONTHLY CHARGES	32.43
	OREILLY AUTOMOTIVE STORES IN	12-84250	Fueling Station Main	ABSORBENT	143.88
			TOTAL:		3,602.57
General Government	SUMMIT BUSINESS SYSTEM INC	13-83000	Material & Supplies	MAINTENANCE CONTRACT	592.44
	WAL-MART #9502	13-83000	Material & Supplies	WALMART	79.60
		13-87000	Misc. Expenses	FEE CHARGES	1.55
	RITE WAY SHREDDING	13-87000	Misc. Expenses	SHREDDING AUGUST 2024	114.75
	VISA	13-83000	Material & Supplies	AMZON	71.99
		13-83000	Material & Supplies	ZORO	134.23
		13-83000	Material & Supplies	AMAZON	71.88
		13-87000	Misc. Expenses	AMAZON	16.99
		13-87000	Misc. Expenses	AMAZON	31.50
		13-87000	Misc. Expenses	SPARK	710.00
		13-83000	Material & Supplies	AMAZON	32.61
	TERMINIX PROCESSING CENTER	13-84200	Building Maintenance	PEST CONTROL CYITY HALL	54.00
		13-84200	Building Maintenance	PEST CONTROL CYITY HALL	114.00
	ASPEN BUILDING SERVICES OF O	13-85000	Janitorial Services	CLEANING SERVICES	1,400.00
	PETTY CASH	13-87000	Misc. Expenses	VOYLES SERVICE AWARD	300.00
		13-87000	Misc. Expenses	AUGUST RECEIPTS	150.00
		13-87000	Misc. Expenses	BRADSHAW 30 YRS SERVICE AW	1,000.00
	VISA	13-83000	Material & Supplies	BIRTHDAY CELEBRATION	62.72
	OCD SPECIALISTS LLC	13-87000	Misc. Expenses	DISINFECTION	1,360.00
	AT&T 831-001-0000 521	13-84700	Telephone	MONTHLY CHARGES	45.19

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	TOTAL WELLNESS LLC	13-87000	Misc. Expenses	TOTAL WELLNESS LLC	5,025.00-
		13-87000	Misc. Expenses	HEALTH SCREENS	5,025.00
	CRAWFORD & ASSOCIATES PC	13-86400	Auditing Fees	PROFESSIONAL SERVICES	562.50
	EUREKA WATER CO	13-83000	Material & Supplies	TANK RENTAL	22.49
		13-83000	Material & Supplies	5 GAL WATER	158.40
		13-83000	Material & Supplies	5 GAL WATER	165.60
	FRIDAY	13-86300	Publications	NOTICES AND PUBLICATIONS	81.10
		13-86300	Publications	NOTICES AND PUBLICATIONS	1,381.05
	JOURNAL RECORD PUBLISHING CO	13-86300	Publications	NOTICES AND PUBLICATIONS	59.70
		13-86300	Publications	NOTICES AND PUBLICATIONS	13.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	107.25
		13-86300	Publications	NOTICES AND PUBLICATIONS	109.35
		13-86300	Publications	NOTICES AND PUBLICATIONS	78.88
	QUADIENT INC	13-84600	Lease/Rental	POSTAGE METER RENTAL	150.00
	OG&E	13-84800	Utilities	MONTHLY CHARGES	98.24
	OMAG	13-86100	Liability Insurance/	GEN LIAB 2ND INST 24-25	31,315.50
		13-86100	Liability Insurance/	POLLUTION POLIY	630.00
		13-86100	Liability Insurance/	PROPERTY 2ND INST 24-25	28,032.00
	ONG	13-84800	Utilities	MONTHLY CHARGES	52.62
		13-84800	Utilities	MONTHLY CHARGES	61.19
				TOTAL:	69,422.67
Code Department	TRAVIS VOICE & DATA	14-84700	Telephone	MONTHLY CHARGES	51.98
	VALVOLINE OIL CHANGE	14-84100	Vehicle Maintenance	OIL CHANGE	131.46
	NORTHERN SAFETY & INDUSTRIAL	14-83500	Safety Supplies	SAFETY SUPPLIES	31.35
	US FLEET TRACKING	14-84100	Vehicle Maintenance	VEHICLE TRACKER	149.75
	PETROLEUM TRADERS CORPORATIO	14-84900	Fuel	FUEL STATION	955.58
	CINTAS CORP. #064	14-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	535.36
	VISA	14-83000	Material & Supplies	LICENSE CARD STOCK	274.49
	AT&T 287307218639	14-84700	Telephone	FIRST NET PUBLIC WOR	93.54
	VISA	14-84300	Training & Membershi	ELECTRICAL EXAM	299.00
		14-85300	Animal Welfare	ANIMAL WELFARE	2,145.01
		14-84100	Vehicle Maintenance	CODE	169.99
		14-84300	Training & Membershi	ANIMAL WELFARE	180.54
	T-MOBILE USA INC	14-84100	Vehicle Maintenance	TRACKER GPS	14.00
	HOME DEPOT	14-83000	Material & Supplies	SPRAY	21.88
	OG&E	14-84800	Utilities	MONTHLY CHARGES	100.44
	ONG	14-84800	Utilities	MONTHLY CHARGES	32.43
				TOTAL:	5,186.80
Risk Manager	WAL-MART #9502	15-84300	Training & Membershi	SAFETY MEETING	9.47
	VISA	15-84300	Training & Membershi	DUNKIN DONUTS	43.41
		15-83000	Material & Supplies	IGLOO	114.96
		15-83000	Material & Supplies	ACS STOP THE BLEED	138.22
		15-84700	Telephone	AMAZON	46.00
		15-83000	Material & Supplies	AMAZON	227.98
		15-83000	Material & Supplies	AMAZON	28.77
	PETROLEUM TRADERS CORPORATIO	15-84900	Fuel	FUEL STATION	179.03
	AT&T 831-001-0000 521	15-84700	Telephone	MONTHLY CHARGES	45.20
				TOTAL:	833.04
Information Systems Mg	COX COMMUNICATIONS	16-84600	Lease/Rental	PUBLIC WORKS INTERNET	267.00
		16-84600	Lease/Rental	CITY HALL INTERNET	1,146.99
	TANGENT	16-84000	Equipment Maintenanc	EMAIL ARCHIVE RENEWAL	3,025.00

FUND: General Fund

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
	DIGI SECURITY SYSTEMS, LLC	16-84000	Equipment Maintenanc	SUPPORT CHARGE	98.00
	VISA	16-84000	Equipment Maintenanc	GOOGLE DEVELOPER ACC	25.00
		16-84000	Equipment Maintenanc	NEW DISPATCH MONITORS	279.98
		16-84000	Equipment Maintenanc	DOMAIN REGISTRATION	274.90
		16-84000	Equipment Maintenanc	IT EQUIPMENT	142.86
		16-84000	Equipment Maintenanc	IT EQUIPMENT	153.80
	DAVENPORT GROUP	16-84000	Equipment Maintenanc	VMWARE RENEWAL SUBSCRIPTI	31,712.00
	ARCHIVESOCIAL	16-84000	Equipment Maintenanc	ARCHIVESOCIAL RENEWAL	2,507.40
	AT&T 831-001-0000 521	16-84700	Telephone	MONTHLY CHARGES	45.20
				TOTAL:	39,678.13

FUND: Designated Funds-Pol

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Police Department	VISA	06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	87.38
		06-83000	Material & Supplies	OFFICE SUPPLIES, FOOD	115.01
	VIGILANT SOLUTIONS LLC	06-83000	Material & Supplies	LPR CAMERA	5,320.00
				TOTAL:	5,522.39

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	MISC VENDOR	STUMP, MATTH 00-34150	Utility Refunds	01-00116-01	17.57
				TOTAL:	17.57
Municipal Authority	TECH-LOCK	12-83000	Materials & Supplies	LOCK REPAIR	240.00
	TRAVIS VOICE & DATA	12-84700	Telephone	MONTHLY CHARGES	25.98
	VALVOLINE OIL CHANGE	12-84100	Vehicle Maintenance	OIL CHANGE	162.34
	WESTLAKE HARDWARE	12-83000	Materials & Supplies	SUPPLIES	140.87
		12-83000	Materials & Supplies	PARTS	3.59
		12-83000	Materials & Supplies	SUPPLIES	23.98
	TPSI	12-84950	Printing & Processin	UTILITY LATE NOTICES	107.53
	ACCURATE ENVIRONMENT	12-84550	Water Quality Testin	WATER TESTING	120.00
		12-83400	Lab Chemicals	CHEMICALS	67.55
	NORTHERN SAFETY & INDUSTRIAL	12-83500	Safety Supplies	SAFETY SUPPLIES	31.36
	HOW RUBBER INC	12-83000	Materials & Supplies		389.66
	US FLEET TRACKING	12-84100	Vehicle Maintenance	VEHICLE TRACKER	269.55
	VISA	12-84300	Training & Membershi	MEETING	175.26
	PETROLEUM TRADERS CORPORATIO	12-84900	Fuel	FUEL STATION	2,198.29
		12-84900	Fuel	FUEL DIESEL	1,792.44
	CINTAS CORP. #064	12-81100	Uniform Rental	PUBLIC WORKS UNIFORMS	727.04
	CITY OF OKLAHOMA CITY	12-87700	OKC Sewer Charges	MONTHLY CHARGES	71,882.08
	CORE & MAIN LP	12-83000	Materials & Supplies	SUPPLIES	316.74
	DPM GROUP LLC	12-83200	Office Supplies	DOOR HANGERS	576.52
	AT&T 831-001-0000 521	12-84700	Telephone	MONTHLY CHARGES	45.20
	AT&T 287307218639	12-84700	Telephone	FIRST NET PUBLIC WOR	1,167.16
	DAVIS SUPPLY	12-83000	Materials & Supplies	SUPPLIES	42.26
		12-83300	Minor Tools	TOOLS	69.32
		12-83000	Materials & Supplies	PARTS	34.70
	MADISON TURF FARMS LLC	12-83000	Materials & Supplies	SOD	68.00
		12-83000	Materials & Supplies	SOD	41.00
	PRAIRIE DIRT SOLUTIONS	12-83000	Materials & Supplies	TOPSOIL	342.00
	VISA	12-83000	Materials & Supplies	DECALS	327.00
		12-84100	Vehicle Maintenance	LIGHT PROGRAM	700.00
	TREE SERVICES OK BY MARK BIS	12-84500	Well Maintenance	TREE SERVICE	900.00
	T-MOBILE USA INC	12-84100	Vehicle Maintenance	TRACKER GPS	28.00
	ON THE FENCE OKC LLC	12-84500	Well Maintenance	MAINTENANCE	17,546.78
	CRAWFORD & ASSOCIATES PC	12-86400	Auditing Fees	PROFESSIONAL SERVICES	562.50
	GELLCO CLOTHING & SHOES INC	12-83500	Safety Supplies	BOOTS	143.95
	HOME DEPOT	12-83000	Materials & Supplies	SUPPLIES	265.66
		12-83000	Materials & Supplies	SUPPLIES	189.93
		12-83000	Materials & Supplies	NHMA	163.95
	IRRIGATION STATION	12-83000	Materials & Supplies	SUPPLIES	38.06
		12-83000	Materials & Supplies	SUPPLIES	88.25
	OG&E	12-84800	Utilities	MONTHLY CHARGES	100.44
		12-84800	Utilities	MONTHLY CHARGES	2,837.95
		12-84800	Utilities	MONTHLY CHARGES	1,767.44
		12-84800	Utilities	MONTHLY CHARGES	21,889.86
		12-84800	Utilities	MONTHLY CHARGES	1,569.76
		12-84800	Utilities	MONTHLY CHARGES	1,722.20
	OK CONTRACTORS SUPPLY	12-83000	Materials & Supplies	PARTS	340.00
		12-83000	Materials & Supplies	PARTS	500.00
	ONG	12-84800	Utilities	MONTHLY CHARGES	179.08
		12-84800	Utilities	MONTHLY CHARGES	174.40
		12-84800	Utilities	MONTHLY CHARGES	177.74
		12-84800	Utilities	MONTHLY CHARGES	45.71

FUND: Municipal Authority

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
		12-84800	Utilities	MONTHLY CHARGES	32.43
	OREILLY AUTOMOTIVE STORES IN	12-83000	Materials & Supplies	PARTS	144.68
		12-84100	Vehicle Maintenance	LIGHT BULB	4.20
	PETROLEUM MARKETERS EQUIPMEN	12-84100	Vehicle Maintenance	VEHICLE MAINTENANCE	413.00
				TOTAL:	133,913.39

FUND: General Fund - CIP

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
Fire Department	STEPHENS TRUCK CENTER, LLC	07-88500	Capital Imp-Equipmen	CIP EV FIRE BLANKET	1,350.00
				TOTAL:	1,350.00

FUND: Health Insurance Fun

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
General Government	TOTAL WELLNESS LLC	13-80520	Health Insurance Cla	HEALTH SCREENS	5,025.00
			TOTAL:		5,025.00

FUND: General Obligation B

DEPARTMENT	VENDOR NAME	GL ACCOUNT	ACCOUNT DESCRIPTION	DESCRIPTION	AMOUNT
2021 GO Bond	SMITH ROBERTS BALDISCHWILER VISA	91-98550	Water Projects	WC-2101 Water Treatment	8,666.90
		91-99800	Other Expense paid f	POLE	1,677.00
		91-99800	Other Expense paid f	MATERIAL	1,460.00
	LANDMARK CONSTRUCTION GROUP,	91-98550	Water Projects	WC-2101 WATER TREATMENT	155,109.17
				TOTAL:	166,913.07
2022 GO Bond	SMITH ROBERTS BALDISCHWILER	92-99800	Expenses paid from I	MISC GO BOND EXPENSE	1,170.00
		92-97550	Paving Projects	PC-2301 RANDEL PAVING	2,758.07
	ECS SOUTHWEST LLP	92-98550	Water Projects	WC-2101 TESTING	1,325.50
				TOTAL:	5,253.57
2023 GO BOND	SMITH ROBERTS BALDISCHWILER	93-97550	Paving Projects	PC-2401 6600-6800 E GRAND	13,074.99
		93-97550	Paving Projects	PC-2302 ENGINEERING	5,550.86
	DA ENGINEERING LLC	93-96550	Public Works Facilit	ENGINEERING	5,000.00
	RUDY CONSTRUCTION CO.	93-97550	Paving Projects	PC-2301 RANDEL ROAD	229,901.11
		93-97550	Paving Projects	PC-2302 PAVING	236,841.17
				TOTAL:	490,368.13
2024 GO BOND	SMITH ROBERTS BALDISCHWILER	94-97550	PAVING PROJECTS	PC-2403 ENGINEERING	9,114.12
		94-97550	PAVING PROJECTS	PC-2402	14,276.93
				TOTAL:	23,391.05

===== FUND TOTALS =====		
01	General Fund	265,375.61
04	Designated Funds-Police	5,522.39
06	Municipal Authority	133,930.96
07	General Fund - CIP	1,350.00
18	Health Insurance Fund	5,025.00
80	General Obligation Bonds	685,925.82

	GRAND TOTAL:	1,097,129.78

TOTAL PAGES: 12

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-City of Nichols Hills
VENDOR: Exclude: 01-1012, 01-1090, 01-1095, 01-1130, 01-1398, 01-1433, 01-1845, 01-1958, 01-1968, 01-2006
CLASSIFICATION: All
BANK CODE: Exclude: PY
ITEM DATE: 8/01/2024 THRU 8/31/2024
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: YES
REPORT TITLE: C L A I M S L I S T
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

06 -Municipal Authority

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
06-00-10099	Claim on Cash	1,311,416.98
06-00-11000	T-Bills and CD's	1,750,000.00
06-00-11100	Interest Receivable	39,160.58
06-00-12150	Utility Receivable	738,341.10
06-00-13900	Unbilled Receivable	162,705.00
06-00-14800	Allowance for Doubtful Account	(26,586.93)
06-00-14850	Bad Debt Receivable	29,280.82
06-00-15000	Deferred outflow of resources	374,590.00
06-00-15500	Deferred Outflow - OPEB	43,637.00
06-00-20000	Fixed Assets	47,398,596.03
06-00-20100	Accumulated Depreciation	(30,746,611.89)
06-00-21000	Land	207,742.00
06-00-21500	Construction in Progress	<u>1,817,431.06</u>
		<u>23,099,701.75</u>
TOTAL ASSETS		23,099,701.75
=====		
LIABILITIES		
=====		
06-00-30090	Payable - Collection AgencyFee	5,735.02
06-00-30099	A/P Due to Pooled Cash	157,443.56
06-00-31800	Comp Absent Payable	5,383.02
06-00-31890	Compensated Absences - Long Te	48,447.00
06-00-34000	City of NH - Garbage	86,069.81
06-00-34100	Unearned Rev (Unapplied Credit	12,778.53
06-00-34325	Deposit - Fire Hydrant Meter	5,200.00
06-00-34500	Due to Tyler Tech (Cr Cd Fees)	1,136.00
06-00-34900	Notes Payable - Current Portio	899.00
06-00-35000	NOTES PAYABLE	14,404.00
06-00-38000	Deferred inflow of resources	38,888.00
06-00-38500	Deferred Inflow - OPEB	50,180.00
06-00-40000	Net Pension Liability	20,673.00
06-00-40100	OPEB Liability	<u>98,791.00</u>
TOTAL LIABILITIES		<u>546,027.94</u>
=====		
EQUITY		
=====		
06-00-50400	Net Investment-Capital Assets	18,419,867.00
06-00-52090	Unrestricted Fund Balance	<u>3,716,140.21</u>
TOTAL BEGINNING EQUITY		22,136,007.21
TOTAL REVENUE		1,366,690.47
TOTAL EXPENDITURES		<u>949,023.87</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		417,666.60
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>22,553,673.81</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		23,099,701.75
=====		

13 -Municipal Authority - CIP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
13-00-10099	Claim on Cash	766,593.60	
13-00-11000	T-Bills and CD's	625,000.00	
13-00-11100	Interest Receivable	<u>10,150.99</u>	
		<u>1,401,744.59</u>	
	TOTAL ASSETS		1,401,744.59
			=====
LIABILITIES			
=====			
13-00-37176	Retainage Payable	<u>76,149.00</u>	
	TOTAL LIABILITIES	<u>76,149.00</u>	
EQUITY			
=====			
13-00-57100	Fund Bal-Capital Improvements	<u>1,306,226.75</u>	
	TOTAL BEGINNING EQUITY	1,306,226.75	
	TOTAL REVENUE	<u>19,368.84</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	19,368.84	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>1,325,595.59</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		1,401,744.59
			=====

06 -Municipal Authority
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
Municipal Auth Revenue	<u>6,242,427</u>	<u>664,944.88</u>	<u>1,366,690.47</u>	<u>0.00</u>	<u>4,875,736.06</u>	<u>78.11</u>
TOTAL REVENUES	6,242,427	664,944.88	1,366,690.47	0.00	4,875,736.06	78.11
<u>EXPENDITURE SUMMARY</u>						
Municipal Authority	5,142,426	447,711.88	949,023.87	4,328.87	4,189,072.79	81.46
General Government	<u>1,100,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100,000.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	6,242,426	447,711.88	949,023.87	4,328.87	5,289,072.79	84.73
REVENUE OVER/ (UNDER) EXPENDITURES	1	217,233.00	417,666.60 (	4,328.87) (	413,336.73)	3,673.00-

CITY OF NICHOLS HILLS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2024

06 -Municipal Authority

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>Municipal Auth Revenue</u> =====						
<u>Water</u>						
06-00-75300 Water Revenue	<u>3,532,007</u>	<u>501,004.87</u>	<u>1,027,056.35</u>	<u>0.00</u>	<u>2,504,950.65</u>	<u>70.92</u>
TOTAL Water	3,532,007	501,004.87	1,027,056.35	0.00	2,504,950.65	70.92
<u>Wastewater</u>						
06-00-75700 Sewer Revenue	341,396	35,464.96	72,213.34	0.00	269,182.66	78.85
06-00-75800 OKC Sewer Charges Revenue	<u>1,039,531</u>	<u>118,336.35</u>	<u>243,575.75</u>	<u>0.00</u>	<u>795,955.25</u>	<u>76.57</u>
TOTAL Wastewater	1,380,927	153,801.31	315,789.09	0.00	1,065,137.91	77.13
<u>Water Taps</u>						
06-00-75900 Water Tap Revenue	<u>26,312</u>	<u>2,700.00</u>	<u>10,125.00</u>	<u>0.00</u>	<u>16,187.00</u>	<u>61.52</u>
TOTAL Water Taps	26,312	2,700.00	10,125.00	0.00	16,187.00	61.52
<u>Fines & Forfeits</u>						
06-00-76000 MXU Installation	<u>320</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>320.00</u>	<u>100.00</u>
TOTAL Fines & Forfeits	320	0.00	0.00	0.00	320.00	100.00
<u>Penalties</u>						
06-00-77750 Penalty Charges	<u>14,662</u>	<u>1,975.03</u>	<u>3,477.11</u>	<u>0.00</u>	<u>11,184.89</u>	<u>76.28</u>
TOTAL Penalties	14,662	1,975.03	3,477.11	0.00	11,184.89	76.28
<u>Investment Earnings</u>						
06-00-78200 Interest Income	<u>146,747</u>	<u>5,438.67</u>	<u>10,167.92</u>	<u>0.00</u>	<u>136,579.08</u>	<u>93.07</u>
TOTAL Investment Earnings	146,747	5,438.67	10,167.92	0.00	136,579.08	93.07
<u>Miscellaneous Revenue</u>						
06-00-79100 Misc Income	<u>1,742</u>	<u>25.00</u>	<u>75.00</u>	<u>0.00</u>	<u>1,667.00</u>	<u>95.69</u>
TOTAL Miscellaneous Revenue	1,742	25.00	75.00	0.00	1,667.00	95.69
<u>Fund Balance Carryover</u>						
06-00-79800 Carryover	<u>1,139,710</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,139,709.53</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	<u>1,139,710</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,139,709.53</u>	<u>100.00</u>
TOTAL Municipal Auth Revenue	6,242,427	664,944.88	1,366,690.47	0.00	4,875,736.06	78.11
TOTAL REVENUE	6,242,427	664,944.88	1,366,690.47	0.00	4,875,736.06	78.11

06 -Municipal Authority

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
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Mun Auth Engineering
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Other Services

Municipal Authority
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Personnel Services

06-12-80100 Salary	717,100	60,117.87	154,244.27	0.00	562,855.68	78.49
06-12-80200 Overtime	9,000	3,557.29	4,197.62	0.00	4,802.38	53.36
06-12-80300 FICA/Medicare	64,759	4,939.24	12,222.56	0.00	52,536.14	81.13
06-12-80400 Dental Insurance	6,202	516.80	1,033.60	0.00	5,168.40	83.33
06-12-80500 Health Insurance	102,243	9,639.45	19,278.90	0.00	82,964.10	81.14
06-12-80600 Workers Comp	20,398	0.00	5,084.80	0.00	15,313.20	75.07
06-12-80700 Unemployment	3,004	0.00	888.47	0.00	2,115.53	70.42
06-12-80800 OMRP Pension	58,064	5,160.01	12,771.35	0.00	45,292.53	78.00
06-12-80900 Stand by Pay	8,000	825.00	1,200.00	0.00	6,800.00	85.00
06-12-81100 Uniform Rental	7,500	727.04	1,634.58	0.00	5,865.42	78.21
06-12-81200 Medical Exams	500	0.00	48.00	0.00	452.00	90.40
TOTAL Personnel Services	996,770	85,482.70	212,604.15	0.00	784,165.38	78.67

Material and Supplies

06-12-83000 Materials & Supplies	45,000	3,700.33	7,880.48	4,328.87	32,790.65	72.87
06-12-83200 Office Supplies	2,200	576.52	576.52	0.00	1,623.48	73.79
06-12-83300 Minor Tools	2,000	69.32	69.32	0.00	1,930.68	96.53
06-12-83400 Lab Chemicals	5,000	67.55	1,064.62	0.00	3,935.38	78.71
06-12-83500 Safety Supplies	3,000	175.31	325.31	0.00	2,674.69	89.16
06-12-83700 Misc Supplies	500	0.00	3.45	0.00	496.55	99.31
TOTAL Material and Supplies	57,700	4,589.03	9,919.70	4,328.87	43,451.43	75.31

Other Services

06-12-84000 Equipment Maintenance	10,000	0.00	245.45	0.00	9,754.55	97.55
06-12-84100 Vehicle Maintenance	15,000	1,577.09	5,543.38	0.00	9,456.62	63.04
06-12-84300 Training & Membership	8,000	175.26	3,939.07	0.00	4,060.93	50.76
06-12-84400 Software Agreements	10,590	0.00	13,055.39	0.00 (	2,465.39)	23.28-
06-12-84500 Well Maintenance	40,000	18,446.78	18,446.78	0.00	21,553.22	53.88
06-12-84550 Water Quality Testing	18,000	120.00	240.00	0.00	17,760.00	98.67
06-12-84600 Equipment Rental	2,000	0.00	0.00	0.00	2,000.00	100.00
06-12-84650 Lease Agreements	77,212	0.00	13,775.00	0.00	63,437.00	82.16
06-12-84700 Telephone	24,127	1,238.34	3,296.85	0.00	20,830.15	86.34
06-12-84800 Utilities	285,000	30,497.01	60,340.33	0.00	224,659.67	78.83
06-12-84900 Fuel	30,000	3,990.73	3,990.73	0.00	26,009.27	86.70
06-12-84950 Printing & Processing - Uti	16,000	107.53	1,482.10	0.00	14,517.90	90.74
06-12-85350 Emergency Repairs	2,500	0.00	0.00	0.00	2,500.00	100.00
06-12-86400 Auditing Fees	36,013	562.50	600.00	0.00	35,413.00	98.33
06-12-87700 OKC Sewer Charges	765,000	71,882.08	143,459.28	0.00	621,540.72	81.25

06 -Municipal Authority

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
06-12-87800 Leasehold Transfer	<u>2,671,678</u>	<u>222,639.83</u>	<u>445,279.66</u>	<u>0.00</u>	<u>2,226,398.34</u>	<u>83.33</u>
TOTAL Other Services	4,011,120	351,237.15	713,694.02	0.00	3,297,425.98	82.21
<u>Transfers Out</u>						
06-12-99000 Transfer to CIP (Depreciati	<u>76,836</u>	<u>6,403.00</u>	<u>12,806.00</u>	<u>0.00</u>	<u>64,030.00</u>	<u>83.33</u>
TOTAL Transfers Out	76,836	6,403.00	12,806.00	0.00	64,030.00	83.33
TOTAL Municipal Authority	5,142,426	447,711.88	949,023.87	4,328.87	4,189,072.79	81.46
General Government						
=====						
<u>Personnel Services</u>						
<u>Transfers Out</u>						
06-13-99900 Transfer out to other funds	<u>1,100,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,100,000.00</u>	<u>100.00</u>
TOTAL Transfers Out	1,100,000	0.00	0.00	0.00	1,100,000.00	100.00
TOTAL General Government	1,100,000	0.00	0.00	0.00	1,100,000.00	100.00
TOTAL EXPENDITURES	6,242,426	447,711.88	949,023.87	4,328.87	5,289,072.79	84.73
REVENUE OVER/ (UNDER) EXPENDITURES	1	217,233.00	417,666.60 (	4,328.87) (	413,336.73)	3,673.00-

13 -Municipal Authority - CIP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
<u>REVENUE SUMMARY</u>						
NHMA CIP - Revenues	<u>2,441,356</u>	<u>9,582.19</u>	<u>19,368.84</u>	<u>0.00</u>	<u>2,421,987.16</u>	<u>99.21</u>
TOTAL REVENUES	2,441,356	9,582.19	19,368.84	0.00	2,421,987.16	99.21
<u>EXPENDITURE SUMMARY</u>						
General Government	2,406,425	0.00	0.00	43,765.00	2,362,660.00	98.18
Information Systems	<u>34,931</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,931.00</u>	<u>100.00</u>
TOTAL EXPENDITURES	2,441,356	0.00	0.00	43,765.00	2,397,591.00	98.21
REVENUE OVER/ (UNDER) EXPENDITURES	0	9,582.19	19,368.84 (	43,765.00)	24,396.16	0.00

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 16.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
NHMA CIP - Revenues =====						
Intergovernmental	_____	_____	_____	_____	_____	_____
Investment Earnings						
13-00-78500 Interest	<u>0</u>	<u>3,179.19</u>	<u>6,562.84</u>	<u>0.00</u>	(<u>6,562.84</u>)	<u>0.00</u>
TOTAL Investment Earnings	0	3,179.19	6,562.84	0.00	(6,562.84)	0.00
Fund Balance Carryover						
13-00-79800 Carryover	<u>1,264,520</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,264,520.00</u>	<u>100.00</u>
TOTAL Fund Balance Carryover	1,264,520	0.00	0.00	0.00	1,264,520.00	100.00
Transfers						
13-00-79920 Deprecation Transfers In	<u>1,176,836</u>	<u>6,403.00</u>	<u>12,806.00</u>	<u>0.00</u>	<u>1,164,030.00</u>	<u>98.91</u>
TOTAL Transfers	<u>1,176,836</u>	<u>6,403.00</u>	<u>12,806.00</u>	<u>0.00</u>	<u>1,164,030.00</u>	<u>98.91</u>
TOTAL NHMA CIP - Revenues	2,441,356	9,582.19	19,368.84	0.00	2,421,987.16	99.21
TOTAL REVENUE	2,441,356	9,582.19	19,368.84	0.00	2,421,987.16	99.21

13 -Municipal Authority - CIP

% OF YEAR COMPLETED: 16.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% BUDGET REMAINING
General Government =====						
Capital Projects						
13-12-88100 Vehicles	144,669	0.00	0.00	43,765.00	100,904.00	69.75
13-12-88400 Capital Imp - Software	75,270	0.00	0.00	0.00	75,270.00	100.00
13-12-88500 Capital Imp - Equipment	1,224,296	0.00	0.00	0.00	1,224,296.00	100.00
13-12-88600 Capital Imp - Radios/Commun	8,283	0.00	0.00	0.00	8,283.00	100.00
13-12-89200 Capital Imp-Water Wells	788,049	0.00	0.00	0.00	788,049.00	100.00
13-12-89300 Capital Imp-Paint Water Tow	<u>165,858</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>165,858.00</u>	<u>100.00</u>
TOTAL Capital Projects	2,406,425	0.00	0.00	43,765.00	2,362,660.00	98.18
TOTAL General Government						
	2,406,425	0.00	0.00	43,765.00	2,362,660.00	98.18
Information Systems =====						
Capital Projects						
13-16-88300 Capital Outlay - Computers	<u>34,931</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,931.00</u>	<u>100.00</u>
TOTAL Capital Projects	34,931	0.00	0.00	0.00	34,931.00	100.00
TOTAL Information Systems						
	34,931	0.00	0.00	0.00	34,931.00	100.00
TOTAL EXPENDITURES						
	2,441,356	0.00	0.00	43,765.00	2,397,591.00	98.21
REVENUE OVER/ (UNDER) EXPENDITURES	0	9,582.19	19,368.84 (	43,765.00)	24,396.16	0.00

Municipal Authority Item Report

MEETING DATE

September 10, 2024

AGENDA ITEM # 6.a

Waterline 11 Relocation Agreement between City of Nichols Hills Oklahoma, Nichols Hills Municipal Authority and Independent School District No. 89 of Oklahoma County, Oklahoma, (Oklahoma City Public Schools) ("Agreement") to accommodate the construction of new Belle Isle Enterprise High School on a 65-acre (MOL) site in Oklahoma City east of the northeast corner of the intersection of Wilshire Boulevard and Broadway Extension, and authorizing the Mayor other municipal officials to execute instruments in furtherance of the Agreement.

ATTACHMENTS

1. MEMORANDUM 2_1
2. Waterline Relocation Agreement
3. Release of Easement
4. Permanent Easement

MEMORANDUM

To: The City Council of the City
of Nichols Hills, Oklahoma
From: Paul Lefebvre for City Attorney, John Michael Williams
Re: Request from the Board of Education of Independent
School District No 89 to Relocate Waterline 11
Date: September 4, 2024

This request from the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma ("School District No 89") is to relocate Nichols Hills Waterline 11 to accommodate the construction of Bell Isle Enterprise High School. All expenses associated with the relocation of Nichols Hills Waterline 11 will be expenses of School District No 89. The approval of the *Waterline Relocation Agreement* is required to accomplish the aforementioned purpose. Both the City of Nichols Hills, Oklahoma, and the Nichols Hills Municipal Authority are parties to the *Waterline Relocation Agreement*

Included within the *Waterline Relocation Agreement* are two exhibits which respectively require execution. The first is a *Permanent Easement for Relocated Waterline 11*, marked as Exhibit L. An execution copy of this instrument has been previously signed by the Chair of the Board of Education on behalf of School District No 89, and will be recorded in the office of the Oklahoma County Clerk following the City's approval of the *Waterline Relocation Agreement*.

The second instrument is a *Release of Easement*, marked as Exhibit M. An execution copy of the *Release of Easement* will require execution by the City following the approval of the *Waterline Relocation Agreement*. The *Release of Easement* will not be recorded in the office of the Oklahoma County Clerk until the relocation of Nichols Hills Waterline 11 is complete and approved by the City. This instrument releases the easement for Nichols Hills Waterline 11 at its existing relocation.

This request, if approved, will accommodate School District No 89's request to relocate Waterline 11, will enable the construction of Belle Isle Enterprise High School at School District No 89's desired location, and will provide a new water pipeline for the City at no expense to the City.

WATERLINE 11 RELOCATION AGREEMENT

THIS WATERLINE 11 RELOCATION AGREEMENT (the "Agreement") dated this 19th day of August 2024, by and among the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (the "City"), the NICHOLS HILLS MUNICIPAL AUTHORITY, a public trust (the "Municipal Authority"), and INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA, a/k/a the OKLAHOMA CITY PUBLIC SCHOOLS (the "School District"),

WITNESSETH:

WHEREAS, the City owns a tract of land (the "Waterwell 11 Property") being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13), Range Three (3) West, I.M., Oklahoma County, Oklahoma, by means of that certain Quit Claim Deed dated August 22, 1955, and recorded August 22, 1955, in Book 1963, Page 45, and that certain Supplemental Journal Entry of Judgment dated December 18, 2015, and recorded December 18, 2015, in Book 13002, Page 1672, both in the office of the Oklahoma County Clerk; and

WHEREAS, the Waterwell 11 Property is described on Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof; and

WHEREAS, by means of that certain Special Warranty Deed dated January 12, 2024, and recorded January 12, 2024, in Book 15650, Page 1532, in the office of the Oklahoma County Clerk, Wilshire Development, LLC, conveyed a tract of land (the "Belle Isle Property") to the School District; and

WHEREAS, the Belle Isle Property is located within the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13), Range Three (3) West, I.M., Oklahoma County, Oklahoma, as is more particularly described on Exhibit C and depicted on Exhibit B, both attached hereto and made a part hereof; and

WHEREAS, a waterwell ("Waterwell 11") owned and operated by the City is located on the Waterwell 11 Property; and

WHEREAS, Waterwell 11 provides the City with a source of potable water and has been in continuous operation since 1956; and

WHEREAS, a waterline ("Existing Waterline 11") currently extends from Waterwell 11 to Wilshire Boulevard, a public street, by means of that certain Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk; and

WHEREAS, Existing Waterline 11 is located as described on Exhibit D and depicted on Exhibit E (the "Existing Waterline 11 Easement Tract"), both attached hereto and made a part hereof; and

WHEREAS, the City and the School District's predecessor in interest, Wilshire Development, LLC, entered into that certain Relocation Agreement dated December 18, 2015 (the "2015 Relocation Agreement"), which granted Wilshire Development, LLC, the right, subject to certain conditions, to relocate Existing Waterline 11 to a specific location (the "Agreed Upon Wilshire Relocation Easement Tract") described on Exhibit F and depicted on Exhibit G, both attached hereto and made a part hereof; and

WHEREAS, the School District desires to relocate Existing Waterline 11 to a location other than the Agreed Upon Wilshire Relocation Easement Tract; and

WHEREAS, the location to which the School District desires Existing Waterline 11 to be relocated to is both described and depicted on Exhibit H ("Relocated Waterline 11 Easement Tract"), attached hereto and made a part hereof; and

WHEREAS, among the purposes of the Municipal Authority is the responsibility to finance, on behalf of the City, the construction, repair and maintenance of water systems, water mains, water facilities, water wells, buildings and other facilities within or without the territorial boundaries of the City; and

WHEREAS, regardless to anything stated herein to the contrary, and except for the initial paragraph to this Agreement, use of the defined term, the City, shall be inclusive of the Municipal Authority; and

WHEREAS, the Waterwell 11 Property and the Belle Isle Property are located within the municipal boundaries of The City of Oklahoma City; and

WHEREAS, the City and the School District desire to enter into this Agreement.

NOW THEREFORE, in consideration of the recitals, \$10.00, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the School District agree as follows:

1.0

Representations, Warranties and Agreement

1.1 The City Property. The City of Nichols Hills, Oklahoma, and the Nichols Hills Municipal Authority, represent to the School District and agree as follows:

(a) That the City of Nichols Hills, Oklahoma, is the owner of the Waterwell 11 Property; and

(b) That there are no leases, mortgages, pending litigation or governmental action that limits the City of Nichols Hills, Oklahoma's or the Nichols Hills Municipal Authority's rights, or prohibits either of them, from entering into this Agreement without the written agreement of another party; and

(c) That by operation of law a municipality in the State of Oklahoma may not incur certain financial obligations beyond the term of a particular fiscal year; therefore, to the extent the terms of this Agreement create financial obligations that extend beyond the current fiscal year, such obligations shall be those of the Nichols Hills Municipal Authority, and not the City of Nichols Hills, Oklahoma. To the extent any provision of this Agreement provides that the City of Nichols Hills, Oklahoma shall be responsible for some action or financial obligation, such action or obligation shall be the responsibility or obligation of the Nichols Hills Municipal Authority where such responsibility or obligation would otherwise be prohibited by operation of law to the City of Nichols Hills, Oklahoma. Conversely, to the extent any such action or obligation is not prohibited by operation of law to the City of Nichols Hills, Oklahoma, the Nichols Hills Municipal Authority shall not be responsible or obligated by any term of this Agreement; and

(d) That the individuals signing this Agreement on behalf of the City of Nichols Hills, Oklahoma and the Nichols Hills Municipal Authority have the authority to respectively bind the City of Nichols Hills, Oklahoma and the Nichols Hills Municipal Authority to the agreements set forth herein.

1.2 **The Belle Isle Property.** The School District represents and warrants to the City as follows:

- (a) That the School District is the owner of the Belle Isle Property; and
- (b) That there are no leases, mortgages, pending litigation or governmental action that limits School District's rights, or prohibits the School District from entering into this Agreement without the written agreement of another party; and
- (c) The School District has all requisite power and authority to execute and deliver, and to perform its duties and obligations under this Agreement. The Agreement has been duly authorized by all necessary action, has been duly executed and delivered by the School District, and is a legal, valid and binding obligation of the School District, enforceable against the School District in accordance with its terms; and
- (d) That the individual signing this Agreement on behalf of the School District has the authority to bind the School District to the agreements set forth herein.

2.0

Agreement to Relocate Existing Waterline 11 and Satisfaction of Certain Provisions of the 2015 Relocation Agreement

2.1 **Relocation of Existing Waterline 11.** Despite the provisions of the 2015 Relocation Agreement not being literally met due to the School District's requested change in location from the Agreed Upon Wilshire Relocation Easement Tract to the Relocated Waterline 11 Easement Tract, the City and the School District agree that the intent of the 2015 Relocation Agreement will be satisfied upon the completion of such relocation work on the following terms:

(a) The School District shall cause a construction manager of its selection, reasonably agreeable to the City, to complete all work associated with relocating Existing Waterline 11 to the Relocated Waterline 11 Easement Tract; provided, however, all such work shall be done in conformance with the City's requirements and specifications based on construction plans previously submitted to and approved by the City, subject to periodic inspections by the City, and requiring "as-built" construction plans be delivered to the City upon completion of such relocation work; and

(b) [Left blank by agreement of the parties hereto]

(c) All the expense of relocating Existing Waterline 11 to the Relocated Waterline 11 Easement Tract shall be the sole expense of the School District; and

(d) Contemporaneous with the relocation of Existing Waterline 11 to the Relocated Waterline 11 Easement Tract, and only in the event OG&E requests a utility easement, the School District shall grant to OG&E a utility easement, in a form reasonably agreeable to OG&E, on, over, under, and across the Belle Isle Property for the purpose of enabling OG&E to provide electrical service for the continuous operation of Waterwell No. 11; and

(e) All expense associated with the relocation of OG&E's electrical facilities as provided herein shall be the sole expense of the School District; and

(f) [Left blank by agreement of the parties hereto]

(g) Contemporaneous with the execution of this Waterline 11 Relocation Agreement, the School District shall grant a permanent twenty (20) foot easement (the "Permanent Easement for Relocated Waterline 11") in favor of the City in the form provided on Exhibit L, attached hereto and made a part hereof, for the purpose of enabling the City to own and operate Relocated Waterline 11 within the Relocated Waterline 11 Easement Tract, and to construct, install, repair, maintain, and replace the same as may be necessary and appropriate; and

(h) Upon the delivery to the City of "as built" construction plans regarding the relocation of Existing Waterline 11 to the Relocated Waterline 11 Easement Tract, the City shall cause the aforementioned Temporary Easement, and the Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded on December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk, to be released; and

(i) The aforementioned release of easements shall be in the form as provided on Exhibit M, attached hereto and made a part hereof; and

(j) The Waterwell 11 Property, the Existing Waterline 11 Easement Tract and the Relocated Waterline 11 Easement Tract are all located within the municipal boundaries of The City of Oklahoma City ("Oklahoma City"), and the School District shall be responsible for obtaining all appropriate building permits from and otherwise complying with the regulations of Oklahoma City in order to accomplish the relocation of Waterline 11.

(k) The relocation of Existing Waterline 11 on the terms provided in this Waterline 11 Relocation Agreement shall satisfy all those terms of the 2015 Relocation Agreement concerning the relocation of Existing Waterline 11 to the Agreed Upon Wilshire Relocation Easement Tract, and neither the City nor the School District shall have any continuing rights or obligations concerning any further relocation of Relocated Waterline 11.

3.0

Ongoing Expense of Repair, Maintenance and Replacement

3.1 Ongoing Expenses. Following delivery of the "as-built" construction plans to the City, the ongoing expense of repair, maintenance, and replacement of Relocated Waterline 11 within the Relocated Waterline 11 Easement Tract shall be the sole expense of the City; unless any damage to Relocated Waterline 11 is the result of action taken by the School District, its employees, agents or contractors during the development of the Belle Isle Property, in which case the cost of repairing such damages shall be the responsibility of the School District.

4.0

Miscellaneous

4.1 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been delivered when delivered personally to the party designated to receive such notice, or on the date following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, directed to the addresses set forth below, or to such other or additional addresses as any party might designate by written notice to the other party.

To the City:

City of Nichols Hills, Oklahoma
6407 Avondale Drive
Oklahoma City, Oklahoma 73116
Attention: Shane Pate, City Manager

With a copy to:

Paul Lefebvre, OBA #16515
Williams, Box, Forshee & Bullard, P.C.
522 Colcord Drive
Oklahoma City, OK 73102

To the School District:

INDEPENDENT SCHOOL DISTRICT NO. 89
OF OKLAHOMA COUNTY, OKLAHOMA
PO Box 36609
Oklahoma City, OK 73136
Attention: Superintendent

With a copy to:
Laura L. Holmes
The Center for Education Law, P.C.
900 N. Broadway, Suite 300
Oklahoma City, OK 73102

4.2 Entire Agreement. This Agreement and the documents to be executed pursuant hereto constitute the entire agreement among the parties hereto relating to the subject matter hereof and there are no agreements, understandings, warranties or representations between any or all of the parties except as set forth herein, and the documents to be executed pursuant hereto.

4.3 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto.

4.4 Attorney's Fees. If any party institutes an action or proceeding against the other party relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorney's fees and costs incurred by the successful party.

4.5 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which taken together will constitute a single agreement. This Agreement will not be binding on or constitute evidence of a contract between the parties hereto until such time as a counterpart of this document has been executed by each party hereto and a copy thereof delivered to the other party to this Agreement.

4.6 Amendment. Neither this Agreement, or any of the provisions hereof, can be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement or the change, waiver, discharge or termination is sought.

4.7 Governing Law. This Agreement is being executed, delivered and is intended to be performed in the State of Oklahoma, and the substantive laws of the State of Oklahoma will govern the validity, construction and enforcement of this Agreement.

4.8 Venue and Jurisdiction. The parties hereto consent to the venue and jurisdiction of any state or federal court sitting in Oklahoma County, Oklahoma, in any action brought to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the City and the School District have executed and delivered this Agreement as of the day and year first above written.

Approved by the Council of the City of Nichols Hills, Oklahoma.

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Name: Steven J Goetzinger
Its: Vice-Mayor
Date: _____

Attest (seal)

Amanda Copeland, City Clerk

Reviewed as to form and legality:

John Michael Williams, City Attorney

Approved by the Chairman and Trustees of the Nichols Hills Municipal Authority.

NICHOLS HILLS MUNICIPAL AUTHORITY

By: _____
Name: Steven J Goetzinger
Its: Vice-Chairman
Date: _____

Attest (seal)

Amanda Copeland, City Clerk

Reviewed as to form and legality:

John Michael Williams, City Attorney

Approved by the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools on this 19th day of August, 2024.



**BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NO. 89 OF OKLAHOMA
COUNTY, OKLAHOMA**

By: 
Name: Paula Lewis,
Its: Chair of the Board of Education

Attest:


Craig Cates, Board Clerk

EXHIBIT A
Description of Waterwell 11 Property

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE North 00°31'47" West, along and with the East line of said Southwest Quarter (SW/4), a distance of 1,332.84 feet to the POINT OF BEGINNING;

THENCE South 89°49'20" West, a distance of 50.23 feet;

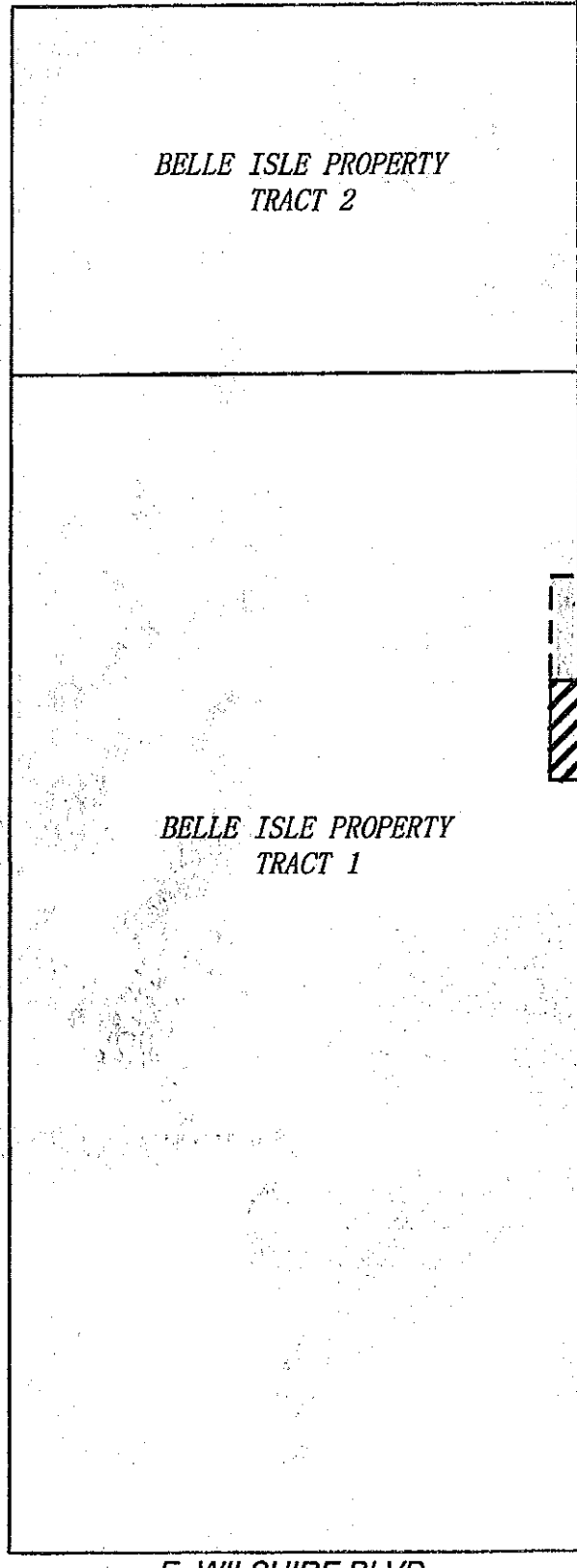
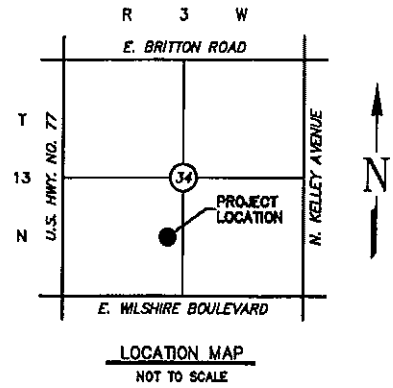
THENCE North 00°09'17" West, a distance of 168.50 feet;

THENCE North 89°49'20" East, a distance of 49.14 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 168.50 feet to the POINT OF BEGINNING.

Containing 8,273 square feet or 0.1899 acres, more or less.

EXHIBIT B
 DEPICTION OF BELLE ISLE PROPERTY, WATERWELL 11
 PROPERTY AND ACCESS EASEMENTS



-  WATERWELL 11 PROPERTY
-  BELLE ISLE PROPERTY
-  ACCESS EASEMENT OVER BELLE ISLE PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1705
-  ACCESS EASEMENT OVER COHFH PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1710



E. WILSHIRE BLVD.
 S. LINE OF THE S.W. QUARTER
 SEC. 34, T. 13 N., R. 3 W., I.M.

Project Number
 117,564

Scale
 1"=300'



**SMITH ROBERTS
 SURVEYING
 & PLANNING, LLC**

OKLAHOMA CITY
 100 N.E. 5th Street
 Oklahoma City, OK 73104
 P: 405.542.7200
 F: 405.542.7115
 www.srbllc.com

NORMAN
 2100 MacArthur Drive
 Suite 100
 Norman, OK 73072
 P: 405.418.2100
 F: 405.418.2100
 nrb@srbllc.com

CERTIFICATE OF AUTHORIZATION NO. 1547 EXPIRES JUNE 30, 2015

FILE Z:\117564-NH G001\2024-2025 GENERAL SURVEY\NICHOLS HILLS WELL 11.DWG

EXHIBIT C
Legal Description of Belle Isle Property

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

THENCE South 00°09'17" East, a distance of 166.50 feet;

THENCE North 89°49'20" East, a distance of 50.23 feet to a point on the east line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said SW4 a distance of 463.52 feet to the Northwest (NW) Corner of Lot 7, Block 24 as shown on the Plat REPLAT OF BLOCK 24 OF MUSGRAVE'S GOLD MEDAL HILLS ADDITION;

THENCE North 89°50'43" East (North 89°59' East record), along and with the North line of said Lot 7, Block 24, a distance of 120.02 feet (120.05 feet Record);

THENCE continuing along and with the North line of said Lot 7, Block 24, on a curve to the left having a radius of 433.91 feet, a chord bearing of North 67°21'13" East, a chord length of 331.98 feet and an arc length of 340.67 feet;

THENCE North 44°51'43" East (North 45°00' East Record), continuing along and with the North line of said Lot 7, Block 24, a distance of 18.00 feet to the Northeast (NE) Corner of said Lot 7, Block 24;

THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a reverse curve to the left having a radius of 489.46 feet, a chord bearing of South 22°21'13" West, a chord length of 374.75 feet and an arc length of 384.56 feet;

THENCE South 00°09'17" East (South 00°01' East Record), continuing along and with the East line of said Lot 7, Block 24, a distance of 80.00 feet to the Southeast (SE) Corner of said Lot 7, Block 24;

THENCE South 89°50'43" West (South 89°59' West), along and with the South line of said Lot 7, Block 24, a distance of 548.19 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE South 00°31'47" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 268.33 feet to a point 33.00 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 2,015.03 feet to the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT D

Description of Existing Waterline 11 Easement Tract

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being 7.50 feet on either side of the centerline of an existing City of Nichols Hills waterline, said centerline being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, along and with the South line of said Southwest Quarter (SW/4), a distance of 421.57 feet;

THENCE North 00°10'40" West, departing said South line, a distance of 33.00 feet to a point on the North right-of-way line of Wilshire Boulevard, said point being the POINT OF

BEGINNING;

THENCE North 00°06'34" West, a distance of 24.77 feet;

THENCE North 07°55'43" West, a distance of 66.20 feet;

THENCE North 00°22'39" West, a distance of 983.99 feet;

THENCE North 88°31'24" East, a distance of 365.53 feet;

THENCE North 42°03'53" East, a distance of 19.14 feet;

THENCE North 03°00'45" East, a distance of 203.33 feet to a point on the South line of a tract of land owned by the City of Nichols Hills as recorded in Book 1963, Page 46, said point being the POINT OF ENDING.

S.W. QUARTER SEC. 34 T13N R3W



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WILSHIRE WATERLINE EASEMENTS



Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Olathe, KS 66061
800 235-4470 FAX 913-235-4470
Credentialed AS Appraisers (KAS) Exp. Date 06-30-2007

EXHIBIT F
Description of Agreed Upon
Wilshire Relocation Easement Tract

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being 7.60 feet on either side of the following described centerline:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, along and with the South line of said Southwest Quarter (SW/4), a distance of 32.30 feet;

THENCE North 00°10'40" West, departing said South line, a distance of 33.00 feet to a point on the North right-of-way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°10'40" West, a distance of 336.33 feet;

THENCE North 45°00'00" West, a distance of 86.30 feet;

THENCE North 14°30'02" West, a distance of 150.67 feet;

THENCE North 61°52'06" West, a distance of 108.36 feet;

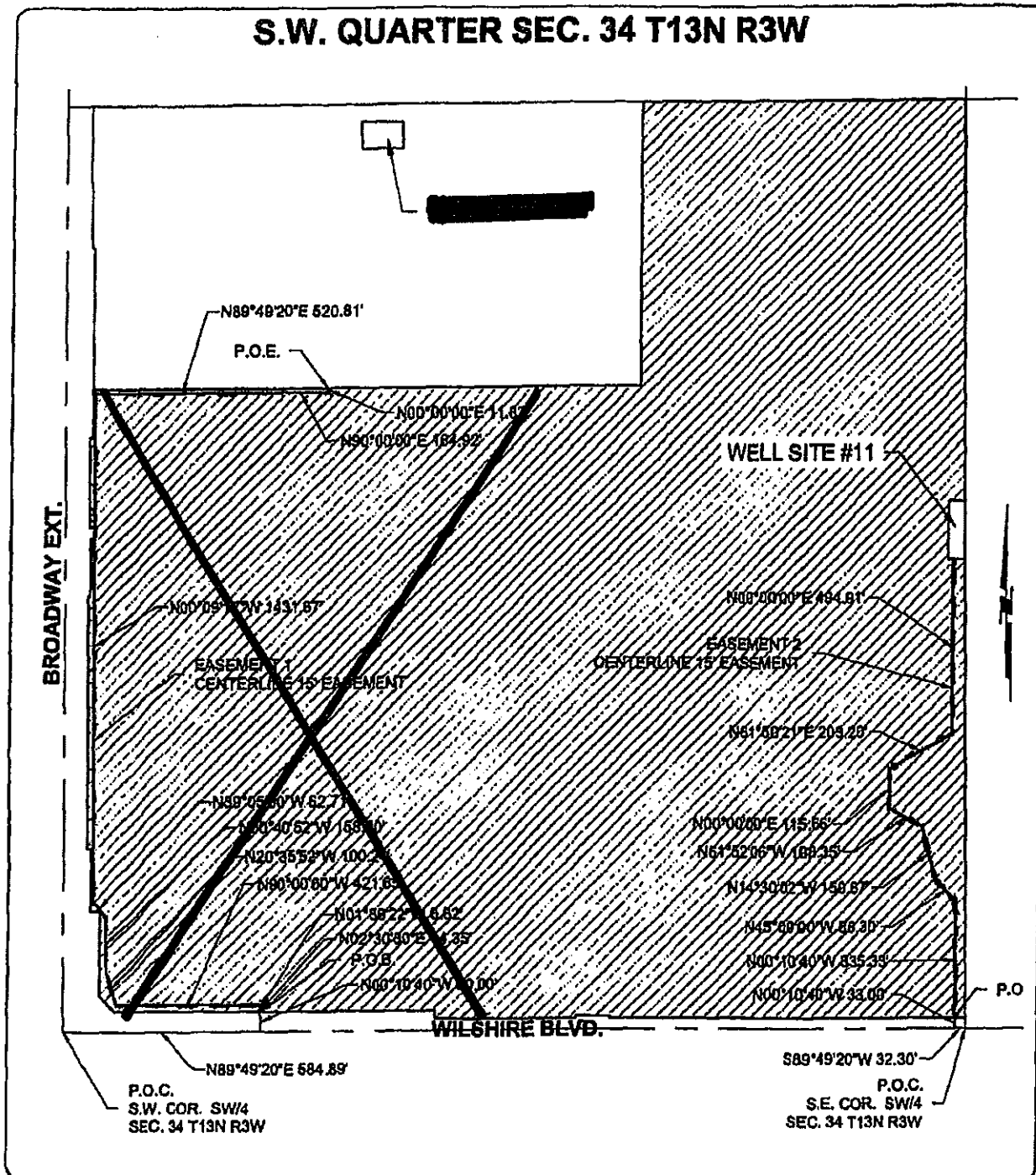
THENCE North 00°00'00" East, a distance of 116.66 feet;

THENCE North 61°50'21" East, a distance of 203.20 feet;

THENCE North 00°00'00" East, a distance of 494.91 feet to a point on the South line of a tract of land owned by the City of Nichols Hills as recorded in Book 1983, Page 45, said point being the POINT OF ENDING.

EXHIBIT G
 Depiction of Agreed Upon
 Wilshire Relocation Easement Tract

S.W. QUARTER SEC. 34 T13N R3W



ACAD FILE: S:\C\4130\proj\3327\Wilshire Relocation\20-4817.dwg, 10/16/2015 9:02 AM, Neil Johnson
 10/16/2015 (DDED) 3327-dwg.dwg

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Proj. No.: 3327
 Date: 10-13-15
 Scale: 1"=400'

WILSHIRE WATERLINE EASEMENTS



Johnson & Associates, Inc.
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 544-8825 FAX (405) 544-8825
 Certificate of Authorization #184 Exp. Date 10-30-2017
 • ENGINEERS • SURVEYORS • PLANNERS •

EXHIBIT I

[Left blank by agreement of the parties hereto]

EXHIBIT J

[Left blank by agreement of the parties hereto]

EXHIBIT K

[Left blank by agreement of the parties hereto]

EXHIBIT L

**PERMANENT EASEMENT
FOR RELOCATED WATERLINE 11**

THIS PERMANENT EASEMENT FOR RELOCATED WATERLINE 11 ("Permanent Easement") is entered into this _____ day of _____ 2024 (the "Effective Date") by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA, a/k/a the OKLAHOMA CITY PUBLIC SCHOOLS, its successors and assigns (the "Grantor"), in favor of the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (the "Grantee"),

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into a certain Waterline 11 Relocation Agreement of even date herewith; and

WHEREAS, Grantor is the owner of certain real property (the "Belle Isle Property") described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain real property (the "Waterwell 11 Property") described on Attachment 3 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee owns and operates a water well ("Waterwell No. 11") on the Waterwell 11 Property; and

WHEREAS, Grantee owns and operates a waterline ("Existing Waterline 11") located on the Belle Isle Property, extending from the south boundary of the Waterwell 11 Property to Wilshire Boulevard, a public street, by means of that certain Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk; and

WHEREAS, Grantor, for the purpose of developing the Belle Isle Property, desires Existing Waterline 11 be relocated (as relocated "Relocated Waterline 11") to that certain portion of the Belle Isle Property both described and depicted on Attachment 4 (the "Relocated Waterline 11 Tract"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, for the purpose of accommodating Grantor's desire to develop the Belle Isle Property, and to provide a permanent easement for relocated Waterline 11, Grantor desires to execute this instrument.

NOW, THEREFORE, in consideration of the covenants set forth in this Permanent Easement and for the purposes set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants this Permanent Easement in favor of Grantee as follows:

1. Easement Grant. Grantor for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to Grantee, its successors and assigns, and the employees and agents of Grantee, a Permanent Easement for the purpose of constructing, installing, maintaining, repairing, and replacing Relocated Waterline 11 on, over, under and across the Relocated Waterline 11 Easement Tract.

2. Responsibility for Maintenance. Grantor shall have no obligation to maintain, repair, or replace Relocated Waterline 11, except to the extent Grantor's actions, or the actions of any party acting on behalf of or at the direction of Grantor, damages Relocated Waterline 11, in which case Grantor shall be responsible for the cost of any necessary repair or replacement of Relocated Waterline 11.

3. Covenant Running with the Land. The easement and covenants created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land, shall burden the Relocated Waterline 11 Easement Tract, and shall be binding upon Grantor, its legal representatives, tenants, employees, successors and assigns.

4. Not Dedicated to the Public. The easement created herein is solely for the benefit of the Grantee, its employees, tenants, licensees, invitees, agents, representative, independent contractors, successor and assigns, is private and is not intended to grant any rights to the public.

5. Waiver. Failure on the part of the Grantor or Grantee to complain of any action or inaction on the part of the other, no matter how long the same may continue, shall not be deemed to be the waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver at any time of the provisions hereof by Grantor or Grantee shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party hereto, to or for any action by the other party hereto, requiring that party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

6. Amendments; Modifications. This Permanent Easement may not be modified, terminated or amended except by a written agreement signed by Grantor and Grantee, or their respective successors in title, recorded in the real records of the Oklahoma County Clerk.

7. Partial Invalidity. If any terms, provision, or condition contained in this Permanent Easement shall to any extent be invalid or unenforceable, the remainder of this Permanent Easement shall not be affected thereby, and each and every other term, provision, or condition of this Permanent Easement shall be valid and enforceable to the fullest extent permitted by law.

8. Successors and Assigns. The terms of this Permanent Easement shall be binding upon and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed and delivered this Permanent Easement as of the day and year first above written.

Approved by the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools on this ____ day of _____, 2024.

**BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NO. 89 OF OKLAHOMA
COUNTY, OKLAHOMA**

By: _____
Name: Paula Lewis,
Its: Chair of the Board of Education

Attest:

Craig Cates, Board Clerk

EXHIBIT L

**PERMANENT EASEMENT
FOR RELOCATED WATERLINE 11**

THIS PERMANENT EASEMENT FOR RELOCATED WATERLINE 11 ("Permanent Easement") is entered into this ____ day of _____ 2024 (the "Effective Date") by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA, a/k/a the OKLAHOMA CITY PUBLIC SCHOOLS, its successors and assigns (the "Grantor"), in favor of the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (the "Grantee"),

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into a certain Waterline 11 Relocation Agreement of even date herewith; and

WHEREAS, Grantor is the owner of certain real property (the "Belle Isle Property") described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain real property (the "Waterwell 11 Property") described on Attachment 3 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee owns and operates a water well ("Waterwell No. 11") on the Waterwell 11 Property; and

WHEREAS, Grantee owns and operates a waterline ("Existing Waterline 11") located on the Belle Isle Property, extending from the south boundary of the Waterwell 11 Property to Wilshire Boulevard, a public street, by means of that certain Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk; and

WHEREAS, Grantor, for the purpose of developing the Belle Isle Property, desires Existing Waterline 11 be relocated (as relocated "Relocated Waterline 11") to that certain portion of the Belle Isle Property both described and depicted on Attachment 4 (the "Relocated Waterline 11 Tract"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, for the purpose of accommodating Grantor's desire to develop the Belle Isle Property, and to provide a permanent easement for relocated Waterline 11, Grantor desires to execute this instrument.

NOW, THEREFORE, in consideration of the covenants set forth in this Permanent Easement and for the purposes set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants this Permanent Easement in favor of Grantee as follows:

1. Easement Grant. Grantor for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to Grantee, its successors and assigns, and the employees and agents of Grantee, a Permanent Easement for the purpose of constructing, installing, maintaining, repairing, and replacing Relocated Waterline 11 on, over, under and across the Relocated Waterline 11 Easement Tract.

2. Responsibility for Maintenance. Grantor shall have no obligation to maintain, repair, or replace Relocated Waterline 11, except to the extent Grantor's actions, or the actions of any party acting on behalf of or at the direction of Grantor, damages Relocated Waterline 11, in which case Grantor shall be responsible for the cost of any necessary repair or replacement of Relocated Waterline 11.

3. Covenant Running with the Land. The easement and covenants created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land, shall burden the Relocated Waterline 11 Easement Tract, and shall be binding upon Grantor, its legal representatives, tenants, employees, successors and assigns.

4. Not Dedicated to the Public. The easement created herein is solely for the benefit of the Grantee, its employees, tenants, licensees, invitees, agents, representative, independent contractors, successor and assigns, is private and is not intended to grant any rights to the public.

5. Waiver. Failure on the part of the Grantor or Grantee to complain of any action or inaction on the part of the other, no matter how long the same may continue, shall not be deemed to be the waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver at any time of the provisions hereof by Grantor or Grantee shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party hereto, to or for any action by the other party hereto, requiring that party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

6. Amendments; Modifications. This Permanent Easement may not be modified, terminated or amended except by a written agreement signed by Grantor and Grantee, or their respective successors in title, recorded in the real records of the Oklahoma County Clerk.

7. Partial Invalidity. If any terms, provision, or condition contained in this Permanent Easement shall to any extent be invalid or unenforceable, the remainder of this Permanent Easement shall not be affected thereby, and each and every other term, provision, or condition of this Permanent Easement shall be valid and enforceable to the fullest extent permitted by law.

8. Successors and Assigns. The terms of this Permanent Easement shall be binding upon and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed and delivered this Permanent Easement as of the day and year first above written.

Approved by the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools on this ____ day of _____, 2024.

**BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NO. 89 OF OKLAHOMA
COUNTY, OKLAHOMA**

By: _____
Name: Paula Lewis,
Its: Chair of the Board of Education

Attest:

Craig Cates, Board Clerk

Exhibit L Attachment 1

Legal Description of Belle Isle Property

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

THENCE South 00°09'17" East, a distance of 166.50 feet;

THENCE North 89°49'20" East, a distance of 50.23 feet to a point on the east line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said SW4 a distance of 463.52 feet to the Northwest (NW) Corner of Lot 7, Block 24 as shown on the Plat REPLAT OF BLOCK 24 OF MUSGRAVE'S GOLD MEDAL HILLS ADDITION;

THENCE North 89°50'43" East (North 89°59' East record), along and with the North line of said Lot 7, Block 24, a distance of 120.02 feet (120.05 feet Record);

THENCE continuing along and with the North line of said Lot 7, Block 24, on a curve to the left having a radius of 433.91 feet, a chord bearing of North 67°21'13" East, a chord length of 331.98 feet and an arc length of 340.67 feet;

THENCE North 44°51'43" East (North 45°00' East Record), continuing along and with the North line of said Lot 7, Block 24, a distance of 18.00 feet to the Northeast (NE) Corner of said Lot 7, Block 24;

THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a reverse curve to the left having a radius of 489.46 feet, a chord bearing of South 22°21'13" West, a chord length of 374.75 feet and an arc length of 384.56 feet;

THENCE South 00°09'17" East (South 00°01' East Record), continuing along and with the East line of said Lot 7, Block 24, a distance of 80.00 feet to the Southeast (SE) Corner of said Lot 7, Block 24;

THENCE South 89°50'43" West (South 89°59' West), along and with the South line of said Lot 7, Block 24, a distance of 548.19 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE South 00°31'47" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 268.33 feet to a point 33.00 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 2,015.03 feet to the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

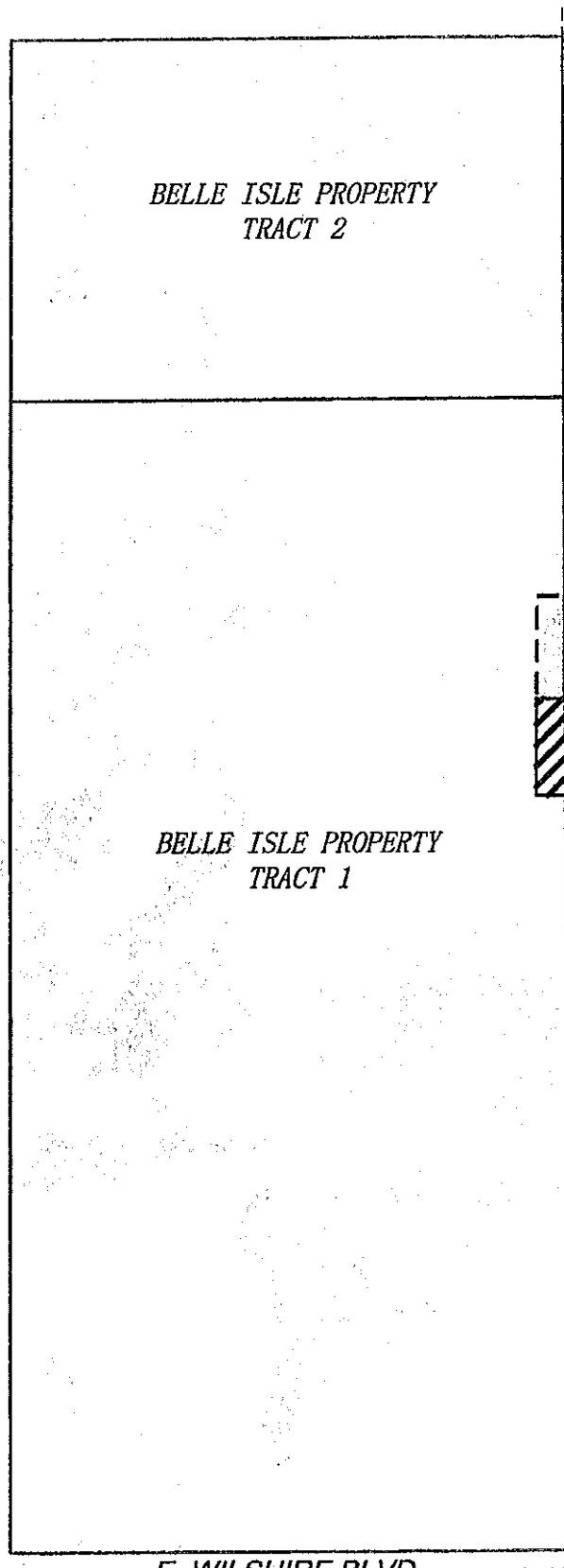
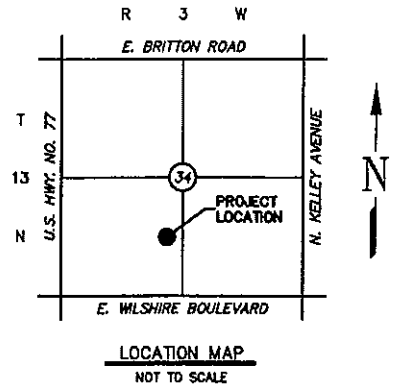
THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT L, ATTACHMENT 2
 DEPICTION OF BELLE ISLE AND WATERWELL 11 PROPERTIES



-  **WATERWELL 11 PROPERTY**
-  **BELLE ISLE PROPERTY**
-  **ACCESS EASEMENT OVER BELLE ISLE PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1705**
-  **ACCESS EASEMENT OVER COHFH PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1710**



E. WILSHIRE BLVD.
 S. LINE OF THE S.W. QUARTER
 SEC. 34, T. 13 N., R. 3 W., I.M.

Project Number 117,584 Scale 1"=300'		ENGINEERING SURVEYING PLANNING CERTIFICATE OF AUTHORIZATION NO. 3915 EXPIRES JUNE 30, 2021	OKLAHOMA CITY 100 N.E. 5th Street Oklahoma City, Oklahoma 73104 T: 405.840.7254 F: 405.840.9118 www.sreb.com	NORMAN 2500 Kitchell Drive Norman, OK 73019 T: 405.418.2288 F: 405.418.2289 info@sreb.com
---	--	---	--	--

File: Z:\117564\NH 6081 2024-2025 GENERAL SURVEY\NICHOLS HILLS WELL 11.DWG

EXHIBIT L, Attachment 3
Description of Waterwell 11 Property

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE North 00°31'47" West, along and with the East line of said Southwest Quarter (SW/4), a distance of 1,332.84 feet to the POINT OF BEGINNING;

THENCE South 89°49'20" West, a distance of 60.23 feet;

THENCE North 00°08'17" West, a distance of 168.60 feet;

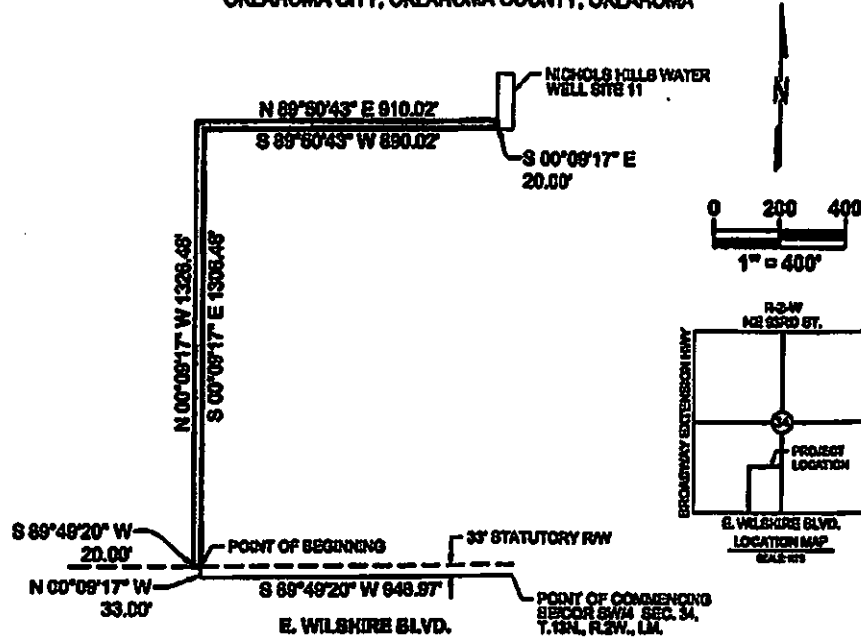
THENCE North 89°49'20" East, a distance of 48.14 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 168.60 feet to the POINT OF BEGINNING.

Containing 8,273 square feet or 0.1888 acres, more or less.

EXHIBIT L, ATTACHMENT 4

WATER LINE EASEMENT A PART OF THE SW/4 OF SEC. 34, T.13N., R.2W., 1M., CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



Legal Description

A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of said Section Thirty-Four (34);
 THENCE South 89°49'20" West along the South line of the Southwest Quarter (SW/4) of said section, a distance of 948.97 feet;
 THENCE North 00°09'17" West, a distance of 33.00 feet to the North Statutory Right of Way line of East Wilshire Boulevard, being the POINT OF BEGINNING;
 THENCE South 89°49'20" West along said Right of Way, a distance of 20.00 feet;
 THENCE North 00°09'17" West, a distance of 1328.48 feet;
 THENCE North 89°50'43" East, a distance of 910.02 feet to the West line of Nichols Hills Water Well Site 11;
 THENCE South 00°09'17" East along the West line of Nichols Hills Water Well Site 11, a distance of 20.00 feet;
 THENCE South 89°50'43" West, a distance of 890.02 feet;
 THENCE South 00°09'17" East, a distance of 1308.48 feet to the POINT OF BEGINNING.
 Containing 44,329 square feet or 1.018 acres, more or less.

NOTES:

- This exhibit is for a water line easement and does not represent a boundary survey.

**BELLE ISLE
ENTERPRISE HIGH
SCHOOL**
OKLAHOMA CITY, OK



**wallace
design
collective**

wallace design collective, pc
 a national civil engineering survey
 418 north walnut ave.
 oklahoma city, oklahoma 73104
 405.236.8838
 wallace.design
 ok 00 7480 exp. 04-30-2023

WATER LINE EASEMENT

DATE	DESCRIPTION	DATE
PROJECT NO. 2240430	SHEET 1 OF 1	

Exhibit M

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT made on _____, 202__ by the CITY OF NICHOLS HILLS, OKLAHOMA (the "Grantee"), a municipal corporation (the "Grantee"), having a mailing address of 6407 Avondale Drive, Oklahoma City, Oklahoma 73116,

WITNESSETH:

WHEREAS, Grantee is the beneficiary of the following easement (the "Easement") recorded in the office of the Oklahoma County Clerk:

1. Wilshire Property Interim Waterline Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk.

WHEREAS, the Easement encumbers certain real property located in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13), Range Three (3) West, I.M., Oklahoma County, Oklahoma, owned by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA (the "School District"), described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof (the "School District's Property").

NOW, THEREFORE, in consideration of the recitals, \$10.00, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby release that portion of the Easement which encumbers the School District's Property in the same manner as if the Easement had never been made.

Approved by the Council of the City of Nichols Hills, Oklahoma.

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Name: Sody McCampbell Clements
Its: Mayor
Date: _____

Attest (seal)

Amanda Copeland, City Clerk

Reviewed as to form and legality:

John Michael Williams, City Attorney

Exhibit M Attachment 1

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

THENCE South 00°09'17" East, a distance of 166.50 feet;

THENCE North 89°49'20" East, a distance of 50.23 feet to a point on the east line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said SW4 a distance of 463.52 feet to the Northwest (NW) Corner of Lot 7, Block 24 as shown on the Plat REPLAT OF BLOCK 24 OF MUSGRAVE'S GOLD MEDAL HILLS ADDITION;

THENCE North 89°50'43" East (North 89°59' East record), along and with the North line of said Lot 7, Block 24, a distance of 120.02 feet (120.05 feet Record);

THENCE continuing along and with the North line of said Lot 7, Block 24, on a curve to the left having a radius of 433.91 feet, a chord bearing of North 67°21'13" East, a chord length of 331.98 feet and an arc length of 340.67 feet;

THENCE North 44°51'43" East (North 45°00' East Record), continuing along and with the North line of said Lot 7, Block 24, a distance of 18.00 feet to the Northeast (NE) Corner of said Lot 7, Block 24;

THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a reverse curve to the left having a radius of 489.46 feet, a chord bearing of South 22°21'13" West, a chord length of 374.75 feet and an arc length of 384.56 feet;

THENCE South 00°09'17" East (South 00°01' East Record), continuing along and with the East line of said Lot 7, Block 24, a distance of 80.00 feet to the Southeast (SE) Corner of said Lot 7, Block 24;

THENCE South 89°50'43" West (South 89°59' West), along and with the South line of said Lot 7, Block 24, a distance of 548.19 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE South 00°31'47" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 268.33 feet to a point 33.00 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 2,015.03 feet to the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

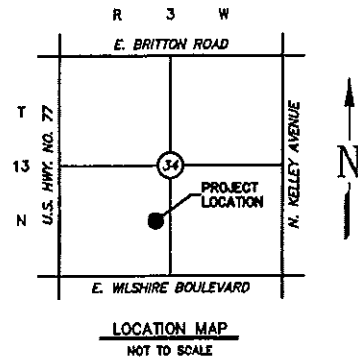
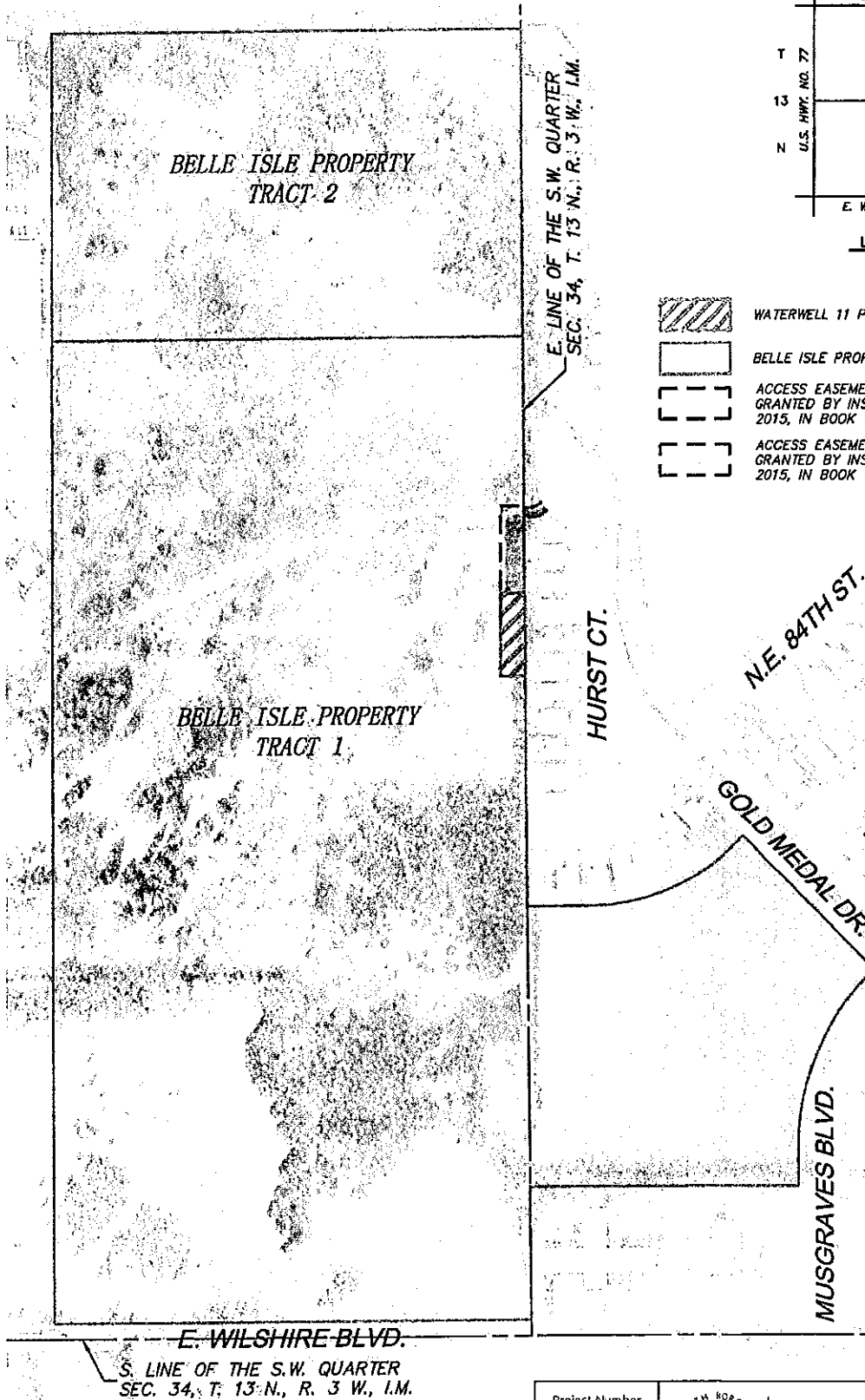
THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT M, ATTACHMENT 2
DEPICTION OF BELLE ISLE AND WATERWELL 11 PROPERTIES



-  **WATERWELL 11 PROPERTY**
-  **BELLE ISLE PROPERTY**
-  **ACCESS EASEMENT OVER BELLE ISLE PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1705**
-  **ACCESS EASEMENT OVER COHFF PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1710**



File: 2117564-INT-G081 2024-2029 GENERAL SURVEY NICHOLS HILLS WELL 11.DWG

Project Number
117,564

Scale
1"=300'



**ENGINEERING
SURVEYING
PLANNING**

OKLAHOMA CITY
120 N.E. 8th Street
Oklahoma City,
OKLAHOMA 73104
T: 405.440.5044
F: 405.440.5116
www.srbok.com

NORMAN
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Suite 100
Norman, OK 73079
T: 405.418.2788
F: 405.418.2389
srb@srbook.com

CERTIFICATE OF AUTHORIZATION NO. 3543 EXPIRES JUNE 30, 2025

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT made on _____, 202__ by the CITY OF NICHOLS HILLS, OKLAHOMA (the "Grantee"), a municipal corporation (the "Grantee"), having a mailing address of 6407 Avondale Drive, Oklahoma City, Oklahoma 73116,

WITNESSETH:

WHEREAS, Grantee is the beneficiary of the following easement (the "Easement") recorded in the office of the Oklahoma County Clerk:

1. Wilshire Property Interim Waterline Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk.

WHEREAS, the Easement encumbers certain real property located in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13), Range Three (3) West, I.M., Oklahoma County, Oklahoma, owned by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA (the "School District"), described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof (the "School District's Property").

NOW, THEREFORE, in consideration of the recitals, \$10.00, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby release that portion of the Easement which encumbers the School District's Property in the same manner as if the Easement had never been made.

Approved by the Council of the City of Nichols Hills, Oklahoma.

CITY OF NICHOLS HILLS, OKLAHOMA

By: _____
Name: Steven J. Goetzinger
Its: Vice-Mayor
Date: _____

Attest (seal)

Amanda Copeland, City Clerk

Reviewed as to form and legality:

John Michael Williams, City Attorney

Exhibit M Attachment 1

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

THENCE South 00°09'17" East, a distance of 166.50 feet;

THENCE North 89°49'20" East, a distance of 50.23 feet to a point on the east line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said SW4 a distance of 463.52 feet to the Northwest (NW) Corner of Lot 7, Block 24 as shown on the Plat REPLAT OF BLOCK 24 OF MUSGRAVE'S GOLD MEDAL HILLS ADDITION;

THENCE North 89°50'43" East (North 89°59' East record), along and with the North line of said Lot 7, Block 24, a distance of 120.02 feet (120.05 feet Record);

THENCE continuing along and with the North line of said Lot 7, Block 24, on a curve to the left having a radius of 433.91 feet, a chord bearing of North 67°21'13" East, a chord length of 331.98 feet and an arc length of 340.67 feet;

THENCE North 44°51'43" East (North 45°00' East Record), continuing along and with the North line of said Lot 7, Block 24, a distance of 18.00 feet to the Northeast (NE) Corner of said Lot 7, Block 24;

THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a reverse curve to the left having a radius of 489.46 feet, a chord bearing of South 22°21'13" West, a chord length of 374.75 feet and an arc length of 384.56 feet;

THENCE South 00°09'17" East (South 00°01' East Record), continuing along and with the East line of said Lot 7, Block 24, a distance of 80.00 feet to the Southeast (SE) Corner of said Lot 7, Block 24;

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THENCE South 00°31'47" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 268.33 feet to a point 33.00 feet North of the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 2,015.03 feet to the POINT OF BEGINNING;

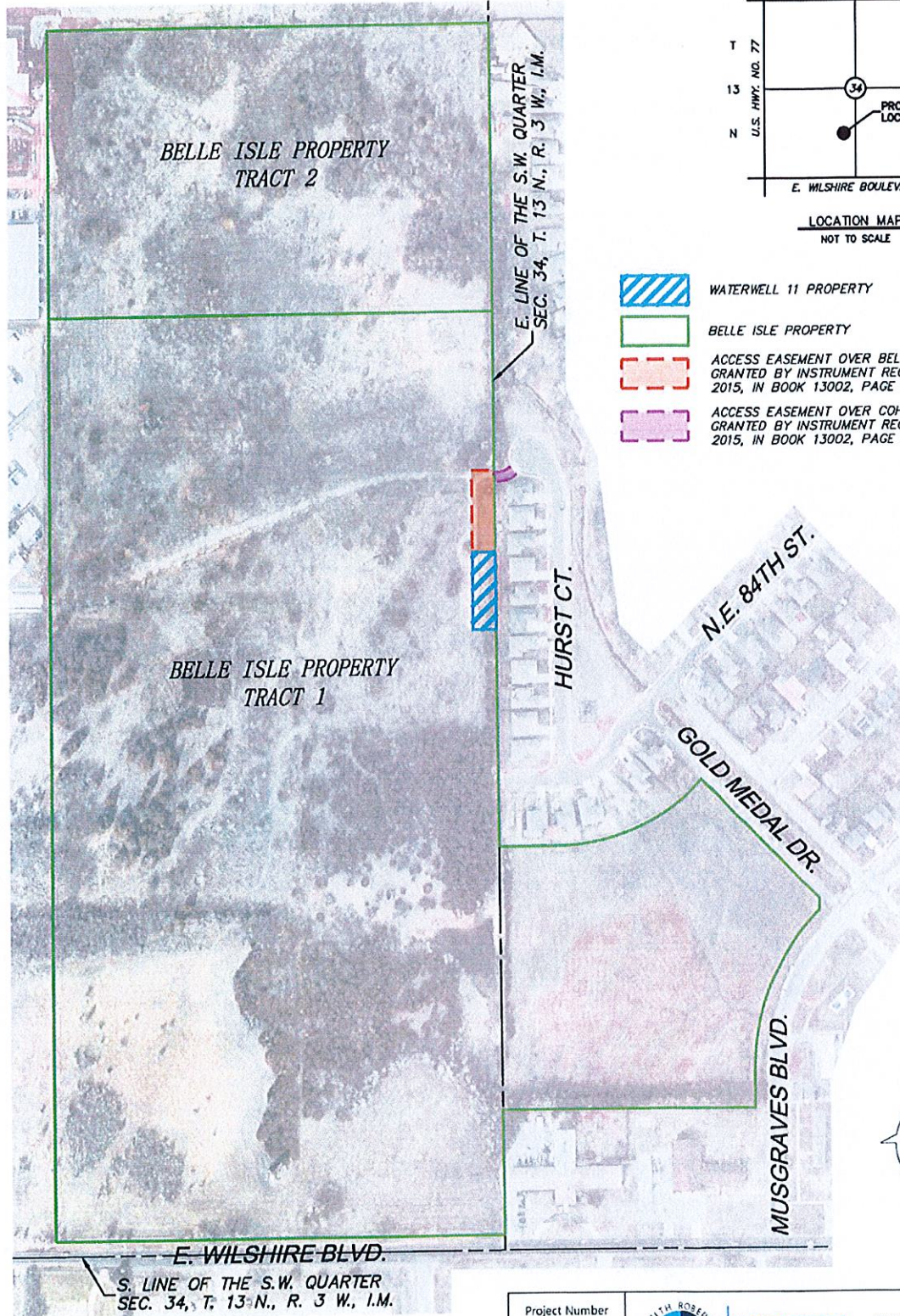
THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);
THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT M, ATTACHMENT 2
 DEPICTION OF BELLE ISLE AND WATERWELL 11 PROPERTIES



-  WATERWELL 11 PROPERTY
-  BELLE ISLE PROPERTY
-  ACCESS EASEMENT OVER BELLE ISLE PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1705
-  ACCESS EASEMENT OVER COHFH PROPERTY GRANTED BY INSTRUMENT RECORDED DECEMBER 18, 2015, IN BOOK 13002, PAGE 1710

File: Z:\117564 NH COB\ 2024-2029 GENERAL SURVEY\NICHOLS HILLS WELL 11.DWG

Project Number
117,564

Scale
1"=300'



**ENGINEERING
SURVEYING
PLANNING**

Oklahoma City
100 N.E. 1st Street
Oklahoma City, OK 73104
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F: 405.843.9118
www.srb-llc.com

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2520 Lincoln Drive
Suite 105
Norman, OK 73072
T: 405.418.2788
F: 405.418.2789
info@srb-llc.com

CERTIFICATE OF AUTHORIZATION NO 2468 EXPIRES JUNE 30, 2025

**PERMANENT EASEMENT
FOR RELOCATED WATERLINE 11**

THIS PERMANENT EASEMENT FOR RELOCATED WATERLINE 11 ("Permanent Easement") is entered into this 19th day of August 2024 (the "Effective Date") by INDEPENDENT SCHOOL DISTRICT NO. 89 OF OKLAHOMA COUNTY, OKLAHOMA, a/k/a the OKLAHOMA CITY PUBLIC SCHOOLS, its successors and assigns (the "Grantor"), in favor of the CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation (the "Grantee"),

WITNESSETH:

WHEREAS, Grantor and Grantee have entered into a certain Waterline 11 Relocation Agreement of even date herewith; and

WHEREAS, Grantor is the owner of certain real property (the "Belle Isle Property") described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee is the owner of certain real property (the "Waterwell 11 Property") described on Attachment 3 and depicted on Attachment 2, both attached hereto and made a part hereof; and

WHEREAS, Grantee owns and operates a water well ("Waterwell No. 11") on the Waterwell 11 Property; and

WHEREAS, Grantee owns and operates a waterline ("Existing Waterline 11") located on the Belle Isle Property, extending from the south boundary of the Waterwell 11 Property to Wilshire Boulevard, a public street, by means of that certain Wilshire Property Interim Water Line Easement Instrument dated November 10, 2015, and recorded December 18, 2015, in Book 13002, Page 1683, in the office of the Oklahoma County Clerk; and

WHEREAS, Grantor, for the purpose of developing the Belle Isle Property, desires Existing Waterline 11 be relocated (as relocated "Relocated Waterline 11") to that certain portion of the Belle Isle Property both described and depicted on Attachment 4 (the "Relocated Waterline 11 Tract"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, for the purpose of accommodating Grantor's desire to develop the Belle Isle Property, and to provide a permanent easement for relocated Waterline 11, Grantor desires to execute this instrument.

NOW, THEREFORE, in consideration of the covenants set forth in this Permanent Easement and for the purposes set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants this Permanent Easement in favor of Grantee as follows:

1. Easement Grant. Grantor for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to Grantee, its successors and assigns, and the employees and agents of Grantee, a Permanent Easement for the purpose of constructing, installing, maintaining, repairing, and replacing Relocated Waterline 11 on, over, under and across the Relocated Waterline 11 Easement Tract.

2. Responsibility for Maintenance. Grantor shall have no obligation to maintain, repair, or replace Relocated Waterline 11, except to the extent Grantor's actions, or the actions of any party acting on behalf of or at the direction of Grantor, damages Relocated Waterline 11, in which case Grantor shall be responsible for the cost of any necessary repair or replacement of Relocated Waterline 11.

3. Covenant Running with the Land. The easement and covenants created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land, shall burden the Relocated Waterline 11 Easement Tract, and shall be binding upon Grantor, its legal representatives, tenants, employees, successors and assigns.

4. Not Dedicated to the Public. The easement created herein is solely for the benefit of the Grantee, its employees, tenants, licensees, invitees, agents, representative, independent contractors, successor and assigns, is private and is not intended to grant any rights to the public.

5. Waiver. Failure on the part of the Grantor or Grantee to complain of any action or inaction on the part of the other, no matter how long the same may continue, shall not be deemed to be the waiver of any such party's rights hereunder. Furthermore, it is covenanted and agreed that no waiver at any time of the provisions hereof by Grantor or Grantee shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of either party hereto, to or for any action by the other party hereto, requiring that party's consent or approval shall not be deemed to waive or render unnecessary the party's consent or approval to or of any subsequent similar act by the other party.

6. Amendments; Modifications. This Permanent Easement may not be modified, terminated or amended except by a written agreement signed by Grantor and Grantee, or their respective successors in title, recorded in the real records of the Oklahoma County Clerk.

7. Partial Invalidity. If any terms, provision, or condition contained in this Permanent Easement shall to any extent be invalid or unenforceable, the remainder of this Permanent Easement shall not be affected thereby, and each and every other term, provision, or condition of this Permanent Easement shall be valid and enforceable to the fullest extent permitted by law.

8. Successors and Assigns. The terms of this Permanent Easement shall be binding upon and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed and delivered this Permanent Easement as of the day and year first above written.

Approved by the Board of Education of Independent School District No. 89 of Oklahoma County, Oklahoma a/k/a Oklahoma City Public Schools on this 19th day of August, 2024.



**BOARD OF EDUCATION OF INDEPENDENT
SCHOOL DISTRICT NO. 89 OF OKLAHOMA
COUNTY, OKLAHOMA**

By: 
Name: Paula Lewis,
Its: Chair of the Board of Education

Attest:


Craig Cates, Board Clerk

Exhibit L Attachment 1

Legal Description of Belle Isle Property

TRACT 1:

A tract of land being a part of the Southwest Quarter (SW/4) and Southeast Quarter (SE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

THENCE North 00°09'17" West, departing the South line of said Southwest Quarter (SW/4), a distance of 33.00 feet to a point on the North Right-of-Way line of Wilshire Boulevard, said point being the POINT OF BEGINNING;

THENCE continuing North 00°09'17" West, a distance of 1,982.03 feet;

THENCE North 89°41'29" East, a distance of 955.77 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 517.91 feet;

THENCE South 89°49'20" West, departing said East line, a distance of 49.14 feet;

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THENCE South 45°08'17" East (South 45°00' East Record), along and with the East line of said Lot 7, Block 24, a distance of 362.00 feet;

THENCE continuing along and with the East line of said Lot 7, Block 24, on a curve to the right having a radius of 18.00 feet, a chord bearing of South 00°08'17" East, a chord length of 25.46 feet and an arc length of 28.27 feet;

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THENCE South 89°49'20" West, parallel with and 33 feet North of the South line of said Southwest Quarter (SW/4), a distance of 968.75 feet to the POINT OF BEGINNING.

Containing 2,265,120 square feet or 52.0000 acres, more or less.

TRACT 2:

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

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THENCE North 89°49'20" East, along and with the South line of said Southwest Quarter (SW/4), a distance of 1,683.00 feet;

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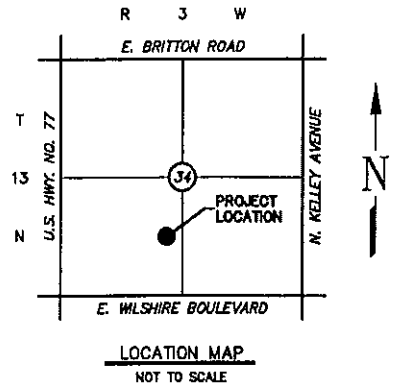
THENCE continuing North 00°09'17" West, a distance of 617.89 feet to a point on the North line of said Southwest Quarter (SW/4);

THENCE North 89°41'29" East, along and with the North line of said Southwest Quarter (SW/4), a distance of 951.73 feet to the Northeast (NE) Corner of said Southwest Quarter (SW/4);
THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 617.89 feet;

THENCE South 89°41'29" West, departing the East line of said Southwest Quarter (SW/4), a distance of 955.77 feet to the POINT OF BEGINNING.

Containing 589,314 square feet or 13.5288 acres, more or less.

EXHIBIT L, ATTACHMENT 2
 DEPICTION OF BELLE ISLE AND WATERWELL 11 PROPERTIES



**BELLE ISLE PROPERTY
TRACT 2**

**E. LINE OF THE S.W. QUARTER
SEC. 34, T. 13 N., R. 3 W., I.M.**

-  **WATERWELL 11 PROPERTY**
-  **BELLE ISLE PROPERTY**
-  **ACCESS EASEMENT OVER BELLE ISLE PROPERTY
GRANTED BY INSTRUMENT RECORDED DECEMBER 18,
2015, IN BOOK 13002, PAGE 1705**
-  **ACCESS EASEMENT OVER COHFH PROPERTY
GRANTED BY INSTRUMENT RECORDED DECEMBER 18,
2015, IN BOOK 13002, PAGE 1710**

**BELLE ISLE PROPERTY
TRACT 1**

HURST CT.

N.E. 84TH ST.

GOLD MEDAL DR.

MUSGRAVES BLVD.

--- E. WILSHIRE BLVD. ---
**S. LINE OF THE S.W. QUARTER
SEC. 34, T. 13 N., R. 3 W., I.M.**



Project Number
117,564

Scale
1"=300'



**LAND SURVEYING
SURVEYING
PLANNING**

CERTIFICATE OF AUTHORIZATION NO. 3348 EXPIRES JUNE 30, 2025

OKLAHOMA CITY
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 Oklahoma City,
 Oklahoma 73104
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 F 405.842.9118
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MOORE
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 Suite 100
 Moore, OK 73103
 T 405.418.2068
 F 405.418.2299
 a@srbccllc.com

File: Z:\117564 NH GOBI 2024-2025 GENERAL SURVEY\NICHOLS HILLS WELL 11.DWG

EXHIBIT L, Attachment 3
Description of Waterwell 11 Property

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southwest Quarter (SW/4);

THENCE North 00°31'47" West, along and with the East line of said Southwest Quarter (SW/4), a distance of 1,392.84 feet to the POINT OF BEGINNING;

THENCE South 89°49'20" West, a distance of 60.23 feet;

THENCE North 00°09'17" West, a distance of 168.60 feet;

THENCE North 89°49'20" East, a distance of 48.14 feet to a point on the East line of said Southwest Quarter (SW/4);

THENCE South 00°31'47" East, along and with the East line of said Southwest Quarter (SW/4), a distance of 168.60 feet to the POINT OF BEGINNING.

Containing 2,273 square feet or 0.1693 acres, more or less.

