

AGENDA
Special Meeting of the Oklahoma Industries Authority (the “Authority”)
Thursday, May 30, 2024, at 11:00 a.m.
105 N. Hudson Avenue, Suite 101
Oklahoma City, OK

The following agenda items may include actions, approvals, disapprovals and voting as desired by the Trustees:

- 2428 Call to Order.
- 2429 Consider and Approve Meeting Minutes of the Authority Meeting held on Wednesday, April 24, 2024.
- 2430 Consider and Approve Resolution Ratifying and Approving Addendum No. 1; Awarding Contract to the lowest responsible bidder, United Trenching Inc., for OKC 577 Sanitary Sewer Main Installation Project SD-2023-00083/ARP-23-0010-DPG and Approving Contracts and Bonds.
- 2431 Consider and Approve Purchase of Easement of Parcel No. 3, in the vicinity of 8001 S. Eastern Avenue, Oklahoma City, OK 73149, for project OKC 577 Sanitary Sewer Main Installation Project SD-2023-00083/ARP-23-0010-DPG.
- 2432 Consider and Approve Purchase of Easement of Parcel Nos. 1, 2, and 4, in the vicinity of 1700 Beechwood Avenue, Oklahoma City, OK 73149, for OKC 577 Sanitary Sewer Main Installation Project SD-2023-00061/ARP-23-0010-DPG.
- 2433 Consider and Adopt Resolution Declaring the Necessity for Acquiring Permanent Easements on certain Real Property at 1700 Beechwood Avenue, Oklahoma City, Oklahoma County, Oklahoma for Utility Easements; Authorizing and Directing the Acquisition thereof; and Authorizing General Counsel to condemn said Permanent Easements for said Purposes if said Easements cannot be Purchased by Agreement with the Landowners.
- 2434 Discussion regarding the possible sale of real property owned by the Authority and known as the Maintenance, Repair and Overhaul Technology Center (MROTC) located at 5708 S. Douglas Blvd., Oklahoma City, Oklahoma.
- 2435 Report of General Manager.
- 2436 Adjournment.

**MINUTES OF THE SPECIAL MEETING
OF THE
OKLAHOMA INDUSTRIES AUTHORITY
WEDNESDAY, APRIL 24, 2024 - 2:30 P.M.
105 N. HUDSON AVENUE, SUITE 101**

PRESENT: Clayton I. Bennett
Ronald J. Norick
Kirk Humphreys
Christy Gillenwater

ABSENT: J.W. Mashburn

ALSO: Amanda Carpenter, Williams, Box, Forshee & Bullard
John Michael Williams, Williams, Box, Forshee & Bullard
Kenton Tsoodle, Laurie Barton and Shira Lucky, The Alliance for
Economic Development of OKC
Chris Gander, BOKFS
Scott Randall and Deborah Deck, OKCPS
Jered Davidson, Public Finance Law Group

PRESIDING: Chair, Clayton I. Bennett

The Trustees of Oklahoma Industries Authority (“Authority”) met in the Conference Room at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma, pursuant to public notice thereof in writing, delivered to the County Clerk of Oklahoma County on March 28, 2024. The notice/agenda was posted on Tuesday, April 23, 2024, at 105 N. Hudson Avenue, Suite 101, Oklahoma City, Oklahoma.

2419 *The Chair determined there was a quorum and called the meeting to order at 2:30 p.m.*

2420 *Consider and Approve Minutes for Authority Meeting held on Wednesday, April 3, 2024.*

Mr. Norick moved the approval of the minutes, and upon second by Ms. Gillenwater, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Norick, yes; Mr. Humphreys, yes; and, Ms. Gillenwater, yes.

Minutes Approved.

2421 *Consider and Receive Financial Statements for Oklahoma Industries Authority for periods ending March 31, 2024.*

Discussion: Ms. Barton made presentation to the Trustees on the Financial Statements for the periods ending March 31, 2024.

Ms. Gillenwater moved to receive the financial statements and upon second by Mr. Humphreys, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Norick, yes; Mr. Humphreys, yes; and, Ms. Gillenwater, yes.

Financial Statements Received.

2422 *Resolution electing and appointing officers of the Authority and authorizing its officers to act for and on behalf of the Authority.*

Mr. Humphreys moved to approve the Resolution with correction of “Ronald J. Norick,” and upon second by Ms. Gillenwater, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Norick, yes; Mr. Humphreys, yes; and, Ms. Gillenwater, yes.

Resolution (with Correction) Approved.

2423 *Consider and Receive the Authority’s 2024-2025 Budget with the contractually authorized 3% service fee increase, effective July 1, 2024.*

Discussion: Mr. Tsoodle presented the 2024-2025 Budget and detailed the increase in the service fee.

Mr. Humphreys moved to approve Item 2423, and upon second by Mr. Norick, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Norick, yes; Mr. Humphreys, yes; and, Ms. Gillenwater, yes.

Motion Approved.

2424 *Consider and take action with respect to a Resolution authorizing the Oklahoma Industries Authority (the “Authority”) to issue its Educational Facilities Lease Revenue Bonds, Series 2024 (Oklahoma City Public Schools Project) (the “Bonds”) in the aggregate principal amount of not-to-exceed \$500,000,000; waiving competitive bidding and authorizing the Bonds to be sold on a negotiated basis; designating underwriters with respect to the sale of the Bonds; authorizing a Certificate of Determination setting forth the interest rates, redemption provisions, size and maturities of the Bonds; approving a Bond Purchase Agreement with respect to the sale of the Bonds and*

authorizing and directing execution thereof by the Chairman or Vice Chairman of the Authority; approving and authorizing execution of a Sublease Purchase Agreement by and between the Authority and Independent School District No. 89 of Oklahoma County, State of Oklahoma (the "School District"); approving and authorizing execution of a Bond Indenture authorizing the issuance and securing the payment of the Bonds; providing that the organizational document creating the Authority is subject to the provisions of the Bond Indenture; approving and authorizing execution of a Ground Lease Agreement by and between the Authority and the School District; approving the form of an Official Statement pertaining to the Bonds and authorizing distribution of the same; approving the form of a Continuing Disclosure Agreement; authorizing and directing the execution of the Bonds and other documents relating to the transaction; and containing other provisions relating thereto.

Discussion: Mr. Williams introduced the Resolution to the Trustees, and Scott Randall thanked the Trustees for their consideration of the Resolution.

Mr. Humphreys moved to approve the Resolution, and upon second by Mr. Norick, the vote was as follows:

Upon a vote of the Trustees, the motion carried unanimously to wit: Mr. Bennett, yes; Mr. Norick, yes; Mr. Humphreys, yes; and, Ms. Gillenwater, yes.

Resolution Approved.

2425 *Discussion regarding the possible sale of real property owned by the Authority and known as the Maintenance, Repair and Overhaul Technology Center (MROTC) located at 5708 S. Douglas Blvd., Oklahoma City, Oklahoma.*

Mr. Williams updated the Trustees on the sale.

2426 *Report of General Manager.*

Mr. Tsoodle reminded the Board of the next meeting on May 30, 2024.

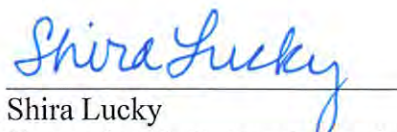
2427 There being no further business to come before the Authority, the meeting was adjourned at 2:52 p.m. by the Chair.

Respectfully submitted:



Kenton Tsoodle
General Manager

Recorded by:



Shira Lucky
Convening & Outreach Specialist

RESOLUTION RATIFYING AND APPROVING ADDENDUM NO. 1; AWARDING THE CONTRACT TO THE LOWEST RESPONSIBLE BIDDER, UNITED TRENCHING, INC. FOR OKC 577 SANITARY SEWER MAIN INSTALLATION PROJECT (SD-2023-00083/ARP-23-0010-DPG); APPROVING CONTRACTS AND BONDS.

WHEREAS, on April 3, 2024, the Trustees approved OKC 577 Sanitary Sewer Main Installation Project SD-2023-00083/ARP-23-0010-DPG Final Plans and Specifications to be advertised for bids; and

WHEREAS, those Plans and Specifications were advertised on April 4, 2024, with bid opening to occur on May 6, 2024; and

WHEREAS, Addendum No. 1 was issued on April 30, 2024, and clarified that construction testing serviced are acquired by the Contractor and will be incidental to the project and the cost will be included in other items; and

WHEREAS, it is recommended that the Trustees ratify and approve Addendum 1 for Project SD-2023-00083/ARP-23-0010-DPG; and

WHEREAS, the mandatory pre-bid meeting was held on April 18, 2024; and

WHEREAS, two bids was received for Project SD-2023-00061/ARP-23-0010-DPG and the sealed bids were opened on May 6, 2024 at 10 a.m., a bid tabulation has been provided for the Trustees' review; and

WHEREAS, legal counsel and the engineer of record have reviewed the bids and the engineer of record has recommended United Trenching, Inc. be awarded the contract for Project SD-2023-00083/ARP-23-0010-DPG as the lowest responsible bidder; and

WHEREAS, the form of the contracts and bonds for Project SD-2023-00083/ARP-23-0010-DPG are attached hereto as Attachment A and it is recommended the Trustees approve the form of the contract and bonds.

NOW THEREFORE BE IT RESOLVED, by the Oklahoma Industries Authority that Addendum No. 1 issued for Project SD-2023-00083/ARP-23-0010-DPG is ratified and approved.

BE IT FURTHER RESOLVED, by the Oklahoma Industries Authority that the contract for Project SD-2023-00083/ARP-23-0010-DPG is awarded to the lowest responsible bidder, United Trenching Company.

BE IT FURTHER RESOLVED, by the Oklahoma Industries Authority that the form of contracts and bonds attached hereto as Attachment A for Project SD-2023-00083/ARP-23-0010-DPG are hereby approved.

APPROVED on _____, 2024.

OKLAHOMA INDUSTRIES AUTHORITY

Chair

ATTEST:

Secretary

THE OKLAHOMA INDUSTRIES AUTHORITY

APPROVAL SHEET

ADDENDUM NO. 1

**SD-2023-00083 / ARP-23-0010-DPG
OKC 577 Sanitary Sewer Main Installation
Along Eastern Avenue North of SE 89th Street**

Prepared by:

CEC Corporation



Kyle Morse, P.E., Engineer



Recommended for Approval



Kenton Tsoodle, Executive Director

ADDENDUM NO. 1

SD-2023-00083 / ARP-23-0010-DPG OKC 577 Sanitary Sewer Main Installation Along S Eastern Avenue North of SE 89th Street

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Items in this Addendum take precedence over the original bidding documents and previously issued addenda, if any.

Addendum Summary:

Addendum No. 1 provides clarifications to questions asked during the pre-bid meeting and questions received via email.

Construction Testing:

The OIA is changing how construction testing services are acquired, they will now be provided by the Contractor. The cost of construction testing will now be incidental to the project and the cost will be included in other items. The Contractor will select the testing company and ask them to send test results to the Engineer and the OIA. The following testing schedule will be required:

Trench Density Field Tests: visit to site to take density twice a week when either trenching and backfill operations are active. Density tests to be taken in two randomly selected locations during each visit.

Concrete cylinders: A set of cylinders will be taken each day concrete is poured. Make concrete cylinders (5) and test at the 7-day and 28-day marks.

Clarifications:

Will the Contractor have to pay for the cost of inspection?

A: No. Inspection will be provided by CEC Corporation and paid for by the OIA.

Will there be tap fees paid by the contractor in order to connect the new SS to existing manholes?

A: Yes, the contractor shall be responsible for the tap fees and permits.

Could you please clarify the extents of SUE for this project?

A: The original SUE exhibits have been attached.

Can trench spoils be temporarily placed on the 577 Acres property?

A: Yes, this is permitted provided spoils are removed before the project's completion

Plans:

Sheet 1 – Title Sheet: Duplicate pay item for “BORING – CASING FOR 12-INCH CARRIER PIPE” has been removed. Additionally, a note pertaining to removal and replacement of fence has been added.

Sheet 14 – Bore Logs: This sheet is being reissued to correct printing error.

ADDENDUM NO. 1

**SD-2023-00083 / ARP-23-0010-DPG
OKC 577 Sanitary Sewer Main Installation
Along S Eastern Avenue North of SE 89th Street**

Specifications:

Detailed Bid Form Items – Reissued for removal of duplicate pay items.

Attachments:

- Sheet 1 – Title Sheet
- Sheet 14 – Bore Logs
- Specifications – Detailed Bid Form Items pages 1 and 4
- SUE Exhibits

-END OF ADDENDUM NO. 1-

SUMMARY OF PUBLIC QUANTITIES - SOUTHWEST				
ITEM #	ITEM	UNIT	QUANTITY	AS-BUILT
1	TRENCH EXCAVATION AND BACKFILL (10'-15')	LF	1,688	
2	TRENCH EXCAVATION AND BACKFILL (15'-20')	LF	1,457	
3	TRENCH EXCAVATION AND BACKFILL (20'-25')	LF	420	
4	BORING - 12-INCH CARRIER PIPE	LF	140	
5	BORING - CASING FOR 12-INCH CARRIER PIPE	LF	140	
6	POLYVINYL CHLORIDE (PVC) (12-INCH, SDR-35)	LF	3,565	
7	STEEL CASING PIPE (12-INCH CARRIER PIPE)	LF	140	
8	SANITARY SEWER MANHOLE (4' DIA.) (0'-6')	EA	14	
9	EXTRA DEPTH MANHOLE WALL (4'-DIA.)	VF	135	
10	SOLID SLAB SODDING	SY	3,961	
11	DEFLECTION TEST (<24-INCH)	LS	1	
12	POST-CONSTRUCTION TELEVISION INSPECTION (CCTV)	LF	3,565	
13	SEWER LEAK TEST (<24-INCH)	LS	1	
14	MANHOLE TESTING	EA	14	
15	CONSTRUCTION STAKING	LS	1	
16	GPS "AS-BUILT" SURVEY	LS	1	
17	CONSTRUCTION TRAFFIC CONTROL	LS	1	
18	MOBILIZATION	LS	1	
19	CLEARING AND GRUBBING	LS	1	
20	COLOR VIDEO/AUDIO RECORDING, PRE AND POST CONSTRUCTION	LS	1	
21	STRUCTURE REMOVAL (SANITARY MANHOLE)	EA	1	
22	REMOVE SANITARY SEWER (12-INCH)	LF	190	
23	REMOVE AND REPLACE DRIVEWAY	SY	122	

SUMMARY OF PUBLIC QUANTITIES - EAST				
ITEM #	ITEM	UNIT	QUANTITY	AS-BUILT
1	TRENCH EXCAVATION AND BACKFILL (10'-15')	LF	1,531	
2	TRENCH EXCAVATION AND BACKFILL (15'-20')	LF	937	
3	TRENCH EXCAVATION AND BACKFILL (20'-25')	LF	538	
4	BORING - 12-INCH CARRIER PIPE	LF	80	
5	BORING - CASING FOR 12-INCH CARRIER PIPE	LF	80	
6	POLYVINYL CHLORIDE (PVC) (12-INCH, SDR-35)	LF	3,006	
7	POLYVINYL CHLORIDE (PVC) (8-INCH, SDR-35)	LF	7	
8	STEEL CASING PIPE (12-INCH CARRIER PIPE)	LF	80	
9	SANITARY SEWER MANHOLE (4' DIA.) (0'-6')	EA	11	
10	SANITARY SEWER DROP MANHOLE (4' DIA.) (0'-6')	EA	1	
11	EXTRA DEPTH MANHOLE WALL (4'-DIA.)	VF	123	
12	SOLID SLAB SODDING	SY	3,340	
13	DEFLECTION TEST (<24-INCH)	LS	1	
14	POST-CONSTRUCTION TELEVISION INSPECTION (CCTV)	LF	3,006	
15	SEWER LEAK TEST (<24-INCH)	LS	1	
16	MANHOLE TESTING	EA	11	
17	ABANDONING SEWER	CY	13	
18	CONSTRUCTION STAKING	LS	1	
19	GPS "AS-BUILT" SURVEY	LS	1	
20	CONSTRUCTION TRAFFIC CONTROL	LS	1	
21	MOBILIZATION	LS	1	
22	CLEARING AND GRUBBING	LS	1	
23	COLOR VIDEO/AUDIO RECORDING, PRE AND POST CONSTRUCTION	LS	1	
24	REMOVE AND REPLACE DRIVEWAY (CONCRETE)	SY	106	
25	ABANDONING MANHOLE (4')	EA	3	
26	REMOVE AND REPLACE CURB AND GUTTER	LF	60	

SUMMARY OF EROSION CONTROL - SOUTHWEST				
ITEM #	ITEM	UNIT	QUANTITY	AS-BUILT
1	SILT FENCE	LF	3,359	
2	TEMPORARY CURB INLET SEDIMENT BARRIER	EA	5	

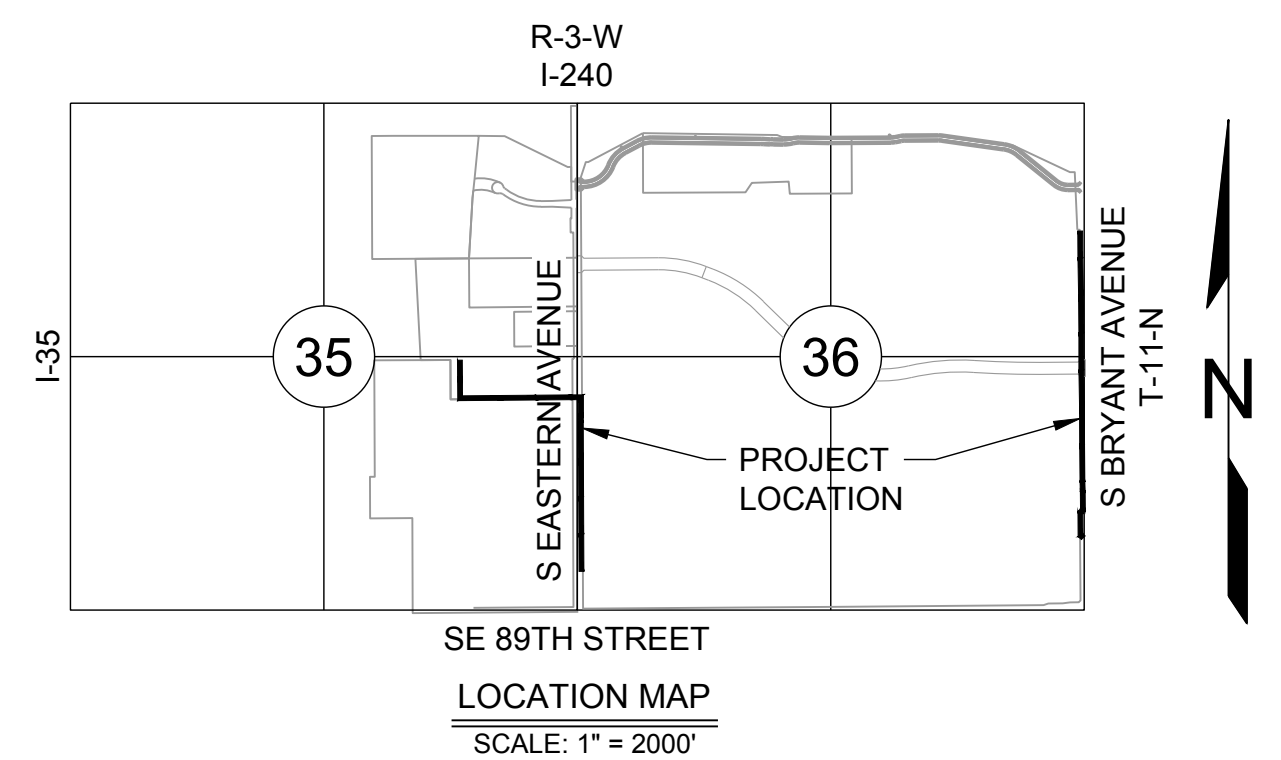
SUMMARY OF EROSION CONTROL - EAST				
ITEM #	ITEM	UNIT	QUANTITY	AS-BUILT
1	SILT FENCE	LF	2,783	
2	TEMPORARY DROP INLET SEDIMENT BARRIER	EA	1	

SWQ PERMIT: SWL-2023-00738	BILLING ADDRESS
BLDC-202X-XXXXX	
BELOW FOR CITY USE ONLY	
<input checked="" type="checkbox"/> DEQ REQUIRED <input checked="" type="checkbox"/> EASEMENT REQUIRED	
REFERENCED SEWER STANDARD DETAILS	BUILDING ADDRESS
S-STD-01 - 3/14/14	
S-STD-02 - 3/14/14	
S-STD-03 - 3/14/14	
S-STD-04 - 3/14/14	
S-STD-05 - 3/14/14 (IF REQ'D)	

PROJECT NO. SD-2023-00083 SANITARY SEWER PLANS TO SERVE OKC 577 ACRES DEVELOPMENT BEING A PART OF THE NW/4 OF SEC. 36, T11N, R3W, I.M., AN ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



The City of
OKLAHOMA CITY
Utilities Engineering
Private Development Division



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SEWER GENERAL LAYOUT
3-6	PLAN AND PROFILE - SEWER LINE A
7-9	PLAN AND PROFILE - SEWER LINE B
10-12	EROSION CONTROL PLAN
13	EROSION CONTROL SHEET
14	BORE LOG SHEET
15-19	OKC SANITARY SEWER STANDARD DETAILS

Review and approval of construction plans for the installation of public water and wastewater facilities, mains, and appurtenances by Oklahoma City is only for conformance with Oklahoma City design requirements or standards. Oklahoma City takes no responsibility for any errors or omissions within the plans or for construction in conformance with the plans and easements. The Professional Engineer that sealed the approved plans and specifications must prepare and submit any revisions or modifications to Oklahoma City for review and approval. The Developer and/or their representative is responsible for ensuring that construction is completed in conformance with the approved plans and specifications.

ONE CALL UTILITY LOCATION NUMBER

840-5032
1-800-522-6543

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

CEC CORPORATION
4555 WEST MEMORIAL ROAD
OKLAHOMA CITY, OKLAHOMA 73142
T: 405-753-4200 & F: 405-260-9504

ADDENDUM NO. 1 - 04-30-2024

PREPARED BY: KYLE MORSE, P.E. CA #32 EXPIRATION 06-30-2024 REGISTERED PROFESSIONAL ENGINEER DATE: 12-22-2014	CONSTRUCTION MUST BEGIN WITHIN ONE (1) YEAR FROM THE DATE OF APPROVAL, OR THAT APPROVAL IS WITHDRAWN. DEPARTMENT OF UTILITIES ENGINEERING PRIVATE DEVELOPMENT DIVISION
	Checked by: _____ Date: _____ Checked by: _____ Date: _____ Checked by: _____ Date: _____
OKC 577 ACRES DEVELOPMENT	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION APPROVED: City Engineer: _____ Date: _____

NOTE: PRICE BID FOR CLEARING AND GRUBBING TO INCLUDE COST TO REMOVE AND REPLACE ANY FENCE REQUIRED FOR CONTRACTIBILITY. REPLACED FENCES TO BE REPLACED WITH LIKE KIND.

- SANITARY SEWER GENERAL NOTES**
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CITY OF OKLAHOMA CITY STANDARD SPECIFICATIONS AND TITLE 252 OKLAHOMA ADMINISTRATIVE CODES.
 - SEPARATION OF OF WATER MAINS AND SEWER MAINS SHALL BE IN ACCORDANCE TO ODEQ 252.626-5-4(C).
 - LEAKAGE TEST SHALL BE IN ACCORDANCE TO ODEQ 252.626-5-5-(b).
 - MANHOLES AND WYE SERVICES MUST SIT OUTSIDE OF PAVING FOR SIDEWALKS AND DRIVEWAYS.
 - CONTRACTOR SHALL "CALL OKIE" AT 811 STATEWIDE OR 1-800-654-8249 OUT-OF-STATE FOR INFORMATION ON UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
 - THE CONTRACTOR MAY REQUEST SUBSTITUTION OF ALTERNATE METHODS OF CONSTRUCTION FROM THAT CALLED FOR, SUBJECT TO APPROVAL BY THE ENGINEER. THE CONTRACTOR SHALL THEN BE PAID THE LESSOR OF THE SUM OF THE ASSOCIATED BID ITEMS FOR THE RESPECTIVE ALTERNATIVE METHODS.
 - WORK THAT DOES NOT HAVE A PAY ITEM WILL BE CONSIDERED INCIDENTAL WITH THE COST INCLUDED IN OTHER PAY ITEMS. NO ADDITIONAL COMPENSATION WILL BE PROVIDED.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GPS "AS-BUILT" SURVEY, FOLLOWING THE COMPLETION OF CONSTRUCTION. FOR EVERY 100 FEET ALONG THE ALIGNMENT OF THE PROJECT. LOCATION OF MANHOLES, RIM ELEVATIONS, INVERTS, CASINGS, VALVES, METERS, PUMPS, AND SIMILAR APPURTENANCES SHALL BE LOCATED. AN AUTOCAD DRAWING AND COORDINATE DATA SHEET SHALL BE SUBMITTED TO THE PRIVATE DEVELOPMENT DIVISION FOR APPROVAL. ALL DRAWINGS MUST BE SIGN AND CERTIFIED BY A REGISTERED PROFESSIONAL LAND SURVEYOR. DATA SUBMITTED SHALL BE TIED TO THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, FENCES, AND LANDSCAPING NOT SHOWN TO BE REMOVED AND SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THESE ITEMS UPON COMPLETION OF CONSTRUCTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING ALL SANITARY SEWER FLOW AND WATERLINE SERVICE DURING CONSTRUCTION IN A MANNER APPROVED BY THE CITY OF OKLAHOMA CITY, AND ALL COSTS SHALL BE INCLUDED IN PRICE BID FOR "SEWER FLOW CONTROL".
 - ON APRIL 30, 2013, THE CITY OF OKLAHOMA CITY ADOPTED A RESOLUTION ESTABLISHING A PERMANENT MANDATORY WATER CONSERVATION PROGRAM RESTRICTING WATERING TO EVERY OTHER DAY WITH PROPERTIES WITH ODD NUMBERED ADDRESSES BEING PERMITTED TO WATER ONLY ON ODD NUMBERED DAYS AND PROPERTIES WITH EVEN NUMBERED ADDRESSES BEING PERMITTED TO WATER ONLY ON EVEN NUMBER DAYS. SHOULD CONDITIONS INCLUDING BUT NOT LIMITED TO DECREASED WATER SUPPLY STORAGE LEVELS OR DROUGHT CAUSE CONDITIONS TO DETERIORATE INCREASED WATER RESTRICTIONS MAY COME INTO EFFECT. THESE CURRENT AND FUTURE CONSERVATION REQUIREMENTS AND WATER AND WATERING RESTRICTIONS ARE APPLICABLE TO ALL PROJECTS AND CONTRACTORS JUST AS THEY ARE APPLICABLE TO OKLAHOMA CITY CITIZENS. SEE DETAILS AT: <http://www.squeezeeverdrop.com/> THE CITY OF OKLAHOMA CITY HAS ALSO ESTABLISHED A VARIANCE PROGRAM FOR IRRIGATION OF NEW LANDSCAPING. CONTRACTOR WILL BE RESPONSIBLE FOR TIMELY OBTAINING AND, IF AND AS GRANTED, FOR COMPLIANCE WITH THE VARIANCE PROGRAM REQUIREMENTS. SEE DETAILS AT: <http://www.squeezeeverdrop.com/WaterConservationProgram/VarianceProgram.aspx> FAILURE TO COMPLY WITH THE CURRENT AND FUTURE RESTRICTIONS AND REQUIREMENTS OF THE MANDATORY WATER CONSERVATION PROGRAM OR THE VARIANCE, IF AND AS GRANTED, MAY RESULT IN THE RECEIPT OF A CITATION AND/OR THE REVOCATION FOR THE VARIANCE.
 - TYPE 'A' AGGREGATE BACKFILL SHALL BE PLACED IN ALL DITCHES UP TO GROUND LEVEL WHERE LINES CROSS UNDER PROPOSED OR EXISTING PAVING. TYPE 'A' AGGREGATE BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH THE CITY OF OKLAHOMA CITY STANDARD SPECIFICATIONS. THE MAXIMUM PAY QUANTITY FOR TYPE 'A' AGGREGATE BACKFILL IS THAT QUANTITY REQUIRED TO FILL A NEAT MINIMUM WIDTH DITCH, LISTED IN THE TRENCH WIDTH DETAIL, FROM THE FLOWLINE OF THE PIPE TO THE PAVEMENT SUBGRADE ELEVATION TO 5' BACK OF CURB ON EACH SIDE OF THE STREET. ANY ADDITIONAL TYPE 'A' AGGREGATE REQUIREMENTS ARE CONSIDERED INCIDENTAL.
 - ANY SUBDIVISION ENTRY SIGN, MARQUEE, SIGN, FENCE, STRUCTURE, ETC. THAT WILL BE OVER ANY PROPOSED WATER AND/OR WASTEWATER MAIN. THE MAIN MUST BE STEEL ENCASED A MINIMUM OF 20 FEET AND EXTEND 5 FEET BEYOND THE EDGE OR FOOTING OF SIGN. FOR ANY EXISTING MAINS, CONCRETE ENCASE EXISTING MAINS AS REQUIRED. A REVOCABLE PERMIT IS REQUIRED TO ALLOW THESE TO BE IN THE ROW AND/OR UTILITY EASEMENT.

- EROSION CONTROL NOTES**
- CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST OBTAIN A PERMIT FROM ODEQ (FORM 606-0024) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. THIS MEANS THAT LAND DISTURBANCE OF ONE (1) ACRE OR MORE MUST PERMIT WITH ODEQ AND THE CITY OF OKLAHOMA CITY, STORM WATER QUALITY.
 - THE USGS 7.5 MINUTES QUADRANGLE SHEETS ARE USED INDICATE THE "WATERS OF THE UNITED STATES" AND "WETLANDS" EXIST WITHIN THIS PROJECT AREAS. THE ISSUE OF "WATERS OF THE UNITED STATES" AND "WETLANDS" FALLS UNDER THE CORP OF ENGINEERS (COE) TULSA DISTRICT REGULATORY DIVISION, BUT THE CITY IS OBLIGATED TO ENSURE THAT ALL NECESSARY STATE AND FEDERAL PERMITS HAVE BEEN OBTAINED, PURSUANT TO 40 CFR 122.21 THEREFORE, THE APPLICANT IS REQUIRED TO SUBMIT DOCUMENTATION FROM THE COE SHOWING COE APPROVAL FOR PROPOSED WORK.
 - LIST EROSION CONTROL QUANTITIES AND WHO WILL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE EROSION CONTROLS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION.
 - A COPY OF THE EROSION CONTROL SITE PLAN MUST ALWAYS BE ON SITE AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.
 - BLOCK OFF ACCESS OR ADD CONSTRUCTION ENTRANCE.
 - ALL SANITARY SEWER BYPASS LINES SHALL BE FREE FROM ANY LEAKS AS TO ELIMINATE CONTAMINATION DURING BYPASS OPERATIONS.
 - A MINIMUM OF 18" OF SOD IS REQUIRED ALONG ALL CURBS & FLUMES.
 - IF A FLOODPLAIN ACTIVITY (FPA) PERMIT IS REQUIRED FOR THIS PROJECT, THIS PERMIT MUST BE OBTAINED BEFORE A STORM WATER QUALITY (SWQ) PERMIT WILL BE ISSUED.
 - A NOTICE OF INTENT (NOI) AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHOULD BE SUBMITTED 30 DAYS PRIOR TO THE INITIAL DISTURBANCE OF SOILS.
- TRAFFIC NOTES**
- A WORK ZONE PERMIT MUST BE OBTAINED FROM THE TRAFFIC MANAGEMENT DIVISION AT LEAST TWO (2) WORKING DAYS PRIOR TO THE START OF WORK AND/OR PLACING OR REMOVING ANY BARRICADES OR MODIFYING EXISTING TRAFFIC CONTROL DEVICES. APPLICATION FOR WORK ZONE PERMIT CAN BE LOCATED AT <https://access.okc.gov/accarDefault.aspx>
 - THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL PAVEMENT MARKINGS THAT WILL BE IN CONFLICT WITH THE PROPOSED WORK.
 - THE CONTRACTOR SHALL CONTACT OKLAHOMA CITY TRAFFIC OPERATIONS AT (405) 297-2085 FOR THE MARKING OF TRAFFIC SIGNAL CONDUIT AND APPURTENANCES AT LEAST TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION AND/OR PLACING OR REMOVING ANY BARRICADES OR MODIFYING EXISTING TRAFFIC CONTROL DEVICES.
 - ALL TRAFFIC CONTROL DEVICES SHALL BE PLACED, RELOCATED, OR REMOVED BY THE CONTRACTOR WHEN REQUIRED. THE COST OF SAID WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "TRAFFIC CONTROL".

CITY OF OKLAHOMA CITY

Project SD-2023-00083 /ARP-23-0010-DPG
OKC 577 Sanitary Sewer Main Installation
Along S Eastern and S Bryant Avenue North of SE 89th Street

DETAILED BID FORM ITEMS

SD-2023-00083: Base Bid Items Along S Eastern Avenue (Southwest, Line A)

Total Bid Price: _____ **Dollars \$** _____
(Dollars per unit written)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
1	1,688	LF	TRENCH EXCAVATION AND BACKFILL (10'-15')		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
2	1,457	LF	TRENCH EXCAVATION AND BACKFILL (15'-20')		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
3	420	LF	TRENCH EXCAVATION AND BACKFILL (20'-25')		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
4	140	LF	BORING – 12-INCH CARRIER PIPE		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
5	140	LF	BORING – CASING FOR 12 INCH CARRIER PIPE		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
6	3,565	LF	POLYVINYL CHLORIDE (PVC) (12-INCH, SDR-35)		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
7	140	LF	STEEL CASING PIPE (12-INCH CARRIER PIPE)		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	

SD-2023-00083: Base Bid Items Along S Eastern Avenue (East, Line B)

Total Bid Price: _____ **Dollars \$** _____
 (Dollars per unit written)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Item Total</u>
1	1,531	LF	TRENCH EXCAVATION AND BACKFILL (10'-15')		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
2	937	LF	TRENCH EXCAVATION AND BACKFILL (15'-20')		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
3	538	LF	TRENCH EXCAVATION AND BACKFILL (20'-25')		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
4	80	LF	BORING – 12-INCH CARRIER PIPE		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
5	80	LF	BORING – CASING FOR 12 INCH CARRIER PIPE		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
6	3,006	LF	POLYVINYL CHLORIDE (PVC) (12-INCH, SDR-35)		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
7	7	LF	POLYVINYL CHLORIDE (PVC) (8-INCH, SDR-35)		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	
8	80	LF	STEEL CASING PIPE (12-INCH CARRIER PIPE)		
				Dollars \$ _____	\$ _____
				(Dollars per unit written)	



PRE-DIG TH #1



BACK FILL TH #1

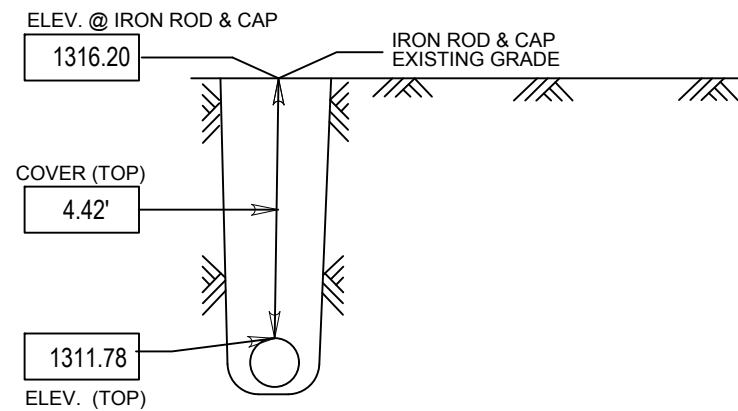


DOWN HOLE PHOTO OF UTILITY
DATE: 08-03-2023



PHOTO OF DEPTH INFORMATION
DATE: 08-03-2023

ADDITIONAL TEST HOLE PHOTOS



UTILITY CROSS-SECTION VIEW
NTS

TEST HOLE WAS MOVED ABOUT 30' WEST OF REQUESTED LOCATION TO UNCOVER INTERSECTION OF SERVICE AND DISTRIBUTION LINES. 1.75' POLY GAS SERVICE ENCOUNTERED AT APPROXIMATELY 3.98' DEPTH.

LEGEND

- G — UTILITY DESCRIPTION
- UTILITY LOCATION
- UTILITY PROFILE

PROJECT CONTROL:

CONTROL POINTS

CP #1	N: 140061.35	E: 2124322.18	ELV: 1289.75
CP #2	N: 142192.09	E: 2124362.11	ELV: 1291.58
CP #3	N: 141112.29	E: 2126494.89	ELV: 1336.63



LOCATION MAP
NOT TO SCALE

LOCATION: OKLAHOMA CITY, OK

UTILITY STATION/OFFSET:	N/A		
HORIZONTAL DATUM:	OK83-NF		
SURFACE ADJUSTMENT FACTOR:	N/A		
VERTICAL DATUM:	N/A		
TEST HOLE NO.:	1	POINT NUMBER:	30011
NORTHING:	138826.33	EASTING:	2129660.04
GROUND ELEVATION:	1316.20	DEPTH OF UTILITY:	4.42-FT
FIELD MANAGER:	RYAN LEDBETTER		
DATE OF WORK:	08-03-2023		
VACUUM TYPE:	AIR/HYDRO EXCAVATION		

DESCRIPTION: 6" STEEL GAS ONG

UTILITY OWNER:	ONG		
UTILITY TYPE:	GAS		
UTILITY SIZE:	6-IN	T.O.U.	1311.78
UTILITY MATERIAL:	STEEL		
UTILITY CONDITION:	GOOD		
SURFACE MATERIAL:	NATURAL GROUND		
PAVEMENT TYPE/DEPTH:	N/A		

4555 W. MEMORIAL RD.
OKC, OK 73142



Aaron Finley
08/23/2023

TEST HOLE DATA FORM
SUE: QUALITY LEVEL - A
PROJECT: 230564 MUNICIPAL OIA
577 ACRE WL SS OKC

PROJECT MANAGER	STATE	DISTRICT	COUNTY	SHEET NO
AARON FINLEY, PE	OK		OKLAHOMA	1
CITY/TOWN	PROJECT NUMBER			
OKLAHOMA CITY	230564			



PRE-DIG TH #2



BACK FILL TH #2

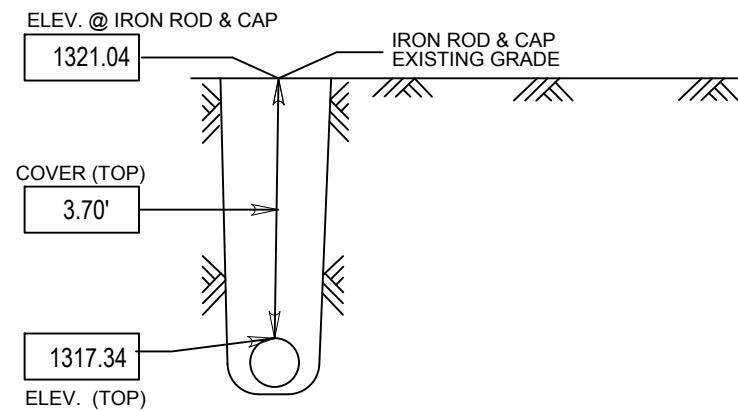


DOWN HOLE PHOTO OF UTILITY
DATE: 08-03-2023



PHOTO OF DEPTH INFORMATION
DATE: 08-03-2023

ADDITIONAL TEST HOLE PHOTOS



UTILITY CROSS-SECTION VIEW
NTS

TEST HOLE WAS MOVED ABOUT 70' NORTH OF REQUESTED LOCATION TO UNCOVER WHERE SERVICE LINE AND DISTRIBUTION LINE INTERSECT. THE PINK WHISKER MARKER IS OFFSET FROM THE TOP OF THE T INTERSECTION 23.5' TO THE EAST.

LEGEND

- G — UTILITY DESCRIPTION
- UTILITY LOCATION
- UTILITY PROFILE

PROJECT CONTROL:

CONTROL POINTS			
CP #1	N: 140061.35	E: 2124322.18	ELV: 1289.75
CP #2	N: 142192.09	E: 2124362.11	ELV: 1291.58
CP #3	N: 141112.29	E: 2126494.89	ELV: 1336.63



LOCATION MAP
NOT TO SCALE

LOCATION: OKLAHOMA CITY, OK

UTILITY STATION/OFFSET:	N/A		
HORIZONTAL DATUM:	OK83-NF		
SURFACE ADJUSTMENT FACTOR:	N/A		
VERTICAL DATUM:	N/A		
TEST HOLE NO.:	2	POINT NUMBER:	30006
NORTHING:	139567.37	EASTING:	2129666.66
GROUND ELEVATION:	1321.04	DEPTH OF UTILITY:	3.70-FT
FIELD MANAGER:	RYAN LEDBETTER		
DATE OF WORK:	08-03-2023		
VACUUM TYPE:	AIR/HYDRO EXCAVATION		

DESCRIPTION:	6" STEEL GAS ONG T'S INTO 0.75" STEEL GAS		
UTILITY OWNER:	ONG		
UTILITY TYPE:	GAS		
UTILITY SIZE:	6-IN	T.O.U.	1317.34
UTILITY MATERIAL:	STEEL		
UTILITY CONDITION:	GOOD		
SURFACE MATERIAL:	NATURAL GROUND		
PAVEMENT TYPE/DEPTH:	N/A		

4555 W. MEMORIAL RD.
OKC, OK 73142



Aaron Finley
08/23/2023

TEST HOLE DATA FORM
SUE: QUALITY LEVEL - A
PROJECT: 230564 MUNICIPAL OIA
577 ACRE WL SS OKC

PROJECT MANAGER	STATE	DISTRICT	COUNTY	SHEET NO
AARON FINLEY, PE	OK		OKLAHOMA	2
CITY/TOWN	PROJECT NUMBER			
OKLAHOMA CITY	230564			

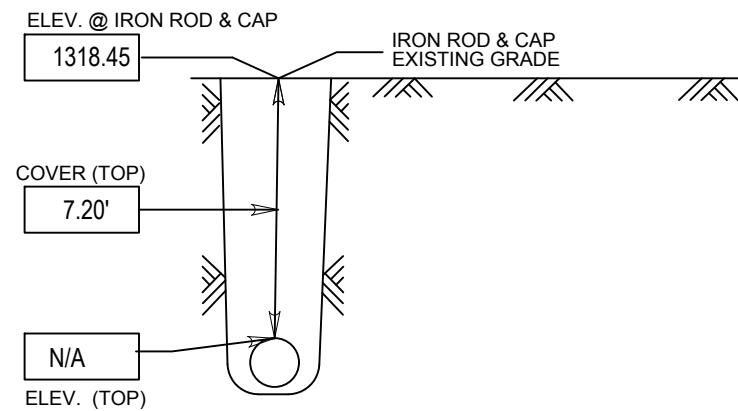


PRE-DIG TH #3A



BACK FILL TH #3A

ADDITIONAL TEST HOLE PHOTOS



UTILITY CROSS-SECTION VIEW
NTS

ENCOUNTERED COMM DUCT PACKAGE WHILE DIGGING TEST HOLE FOR GAS LINE. DUG DOWN TO 7.20' TO TRY AND GET BENEATH THE DUCT PACKAGE. UNABLE TO UNCOVER GAS LINE. DUG TH-3B TO DAYLIGHT THE GAS LINE UTILITY MAIN CROSSING.

LEGEND

- G — UTILITY DESCRIPTION
- UTILITY LOCATION
- UTILITY PROFILE

PROJECT CONTROL:

CONTROL POINTS			
CP #1	N: 140061.35	E: 2124322.18	ELV: 1289.75
CP #2	N: 142192.09	E: 2124362.11	ELV: 1291.58
CP #3	N: 141112.29	E: 2126494.89	ELV: 1336.63



DOWN HOLE PHOTO OF UTILITY
DATE: 08-08-2023



PHOTO OF DEPTH INFORMATION
DATE: 08-08-2023



LOCATION MAP
NOT TO SCALE

LOCATION: OKLAHOMA CITY, OK

UTILITY STATION/OFFSET:	N/A		
HORIZONTAL DATUM:	OK83-NF		
SURFACE ADJUSTMENT FACTOR:	N/A		
VERTICAL DATUM:	N/A		
TEST HOLE NO.:	3A	POINT NUMBER:	30024
NORTHING:	139772.83	EASTING:	2129667.60
GROUND ELEVATION:	1318.45	DEPTH OF UTILITY:	N/A
FIELD MANAGER:	RYAN LEDBETTER		
DATE OF WORK:	08-08-2023		
VACUUM TYPE:	AIR/HYDRO EXCAVATION		

DESCRIPTION: 6" POLY GAS ONG (PER RECORD)

UTILITY OWNER:	ONG		
UTILITY TYPE:	GAS		
UTILITY SIZE:	6-IN	T.O.U.	N/A
UTILITY MATERIAL:	POLY		
UTILITY CONDITION:	N/A		
SURFACE MATERIAL:	NATURAL GROUND		
PAVEMENT TYPE/DEPTH:	N/A		

4555 W. MEMORIAL RD.
OKC, OK 73142



Aaron Finley
08/23/2023

TEST HOLE DATA FORM
SUE: QUALITY LEVEL - A
PROJECT: 230564 MUNICIPAL OIA
577 ACRE WL SS OKC

PROJECT MANAGER	STATE	DISTRICT	COUNTY	SHEET NO
AARON FINLEY, PE	OK		OKLAHOMA	3
CITY/TOWN	PROJECT NUMBER			
OKLAHOMA CITY	230564			

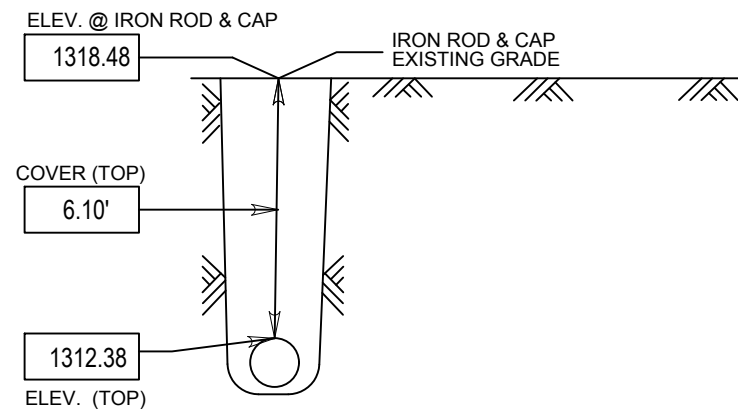


PRE-DIG TH #3B



BACK FILL TH #3B

ADDITIONAL TEST HOLE PHOTOS



UTILITY CROSS-SECTION VIEW
NTS

LEGEND

- G — UTILITY DESCRIPTION
- UTILITY LOCATION
- UTILITY PROFILE

PROJECT CONTROL:

CONTROL POINTS

CP #1	N: 140061.35	E: 2124322.18	ELV: 1289.75
CP #2	N: 142192.09	E: 2124362.11	ELV: 1291.58
CP #3	N: 141112.29	E: 2126494.89	ELV: 1336.63



DOWN HOLE PHOTO OF UTILITY
DATE: 08-08-2023



PHOTO OF DEPTH INFORMATION
DATE: 08-08-2023



LOCATION MAP
NOT TO SCALE

LOCATION: OKLAHOMA CITY, OK

UTILITY STATION/OFFSET:	N/A		
HORIZONTAL DATUM:	OK83-NF		
SURFACE ADJUSTMENT FACTOR:	N/A		
VERTICAL DATUM:	N/A		
TEST HOLE NO.:	3B	POINT NUMBER:	30025
NORTHING:	139776.84	EASTING:	2129671.68
GROUND ELEVATION:	1318.48	DEPTH OF UTILITY:	6.10-FT
FIELD MANAGER:	RYAN LEDBETTER		
DATE OF WORK:	08-08-2023		
VACUUM TYPE:	AIR/HYDRO EXCAVATION		

DESCRIPTION: 6" POLY GAS ONG

UTILITY OWNER:	ONG		
UTILITY TYPE:	GAS		
UTILITY SIZE:	6-IN	T.O.U.	1312.38
UTILITY MATERIAL:	POLY		
UTILITY CONDITION:	GOOD		
SURFACE MATERIAL:	NATURAL GROUND		
PAVEMENT TYPE/DEPTH:	N/A		



CEC

4555 W. MEMORIAL RD.
OKC, OK 73142



Aaron Finley

08/23/2023

TEST HOLE DATA FORM
SUE: QUALITY LEVEL - A
PROJECT: 230564 MUNICIPAL OIA
577 ACRE WL SS OKC

PROJECT MANAGER	STATE	DISTRICT	COUNTY	SHEET NO
AARON FINLEY, PE	OK		OKLAHOMA	4
CITY/TOWN	PROJECT NUMBER			
OKLAHOMA CITY	230564			

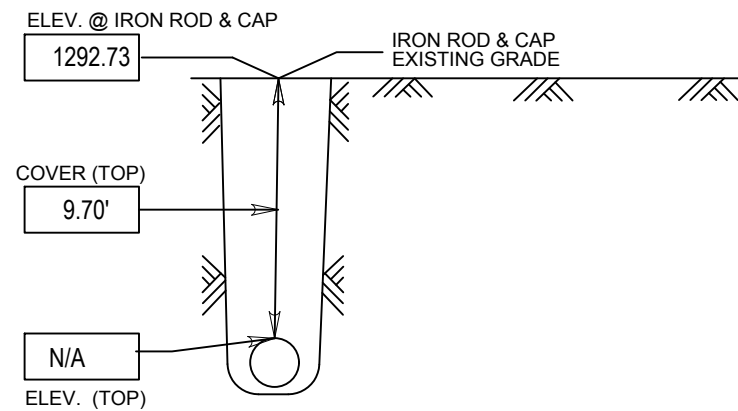


PRE-DIG TH #4



BACK FILL TH #4

ADDITIONAL TEST HOLE PHOTOS



UTILITY CROSS-SECTION VIEW

NTS

ATTEMPTED TO DAYLIGHT 48" WATER MAIN AT THE SPECIFIED LOCATION BY LINING UP TO A WATER VALVE ABOUT 124' SOUTH OF TEST HOLE LOCATION. AT 9.70' ENCOUNTERED GROUND WATER AND ROCK BASE THAT COULDN'T BE PENETRATED. WATER MAIN WASN'T LOCATABLE AND WITHOUT WATER RECORDS FROM THE CITY A SECOND ATTEMPT WAS NOT MADE.

LEGEND

- W — UTILITY DESCRIPTION
- UTILITY LOCATION
- UTILITY PROFILE

PROJECT CONTROL:

CONTROL POINTS

CP #1	N: 140061.35	E: 2124322.18	ELV: 1289.75
CP #2	N: 142192.09	E: 2124362.11	ELV: 1291.58
CP #3	N: 141112.29	E: 2126494.89	ELV: 1336.63



DOWN HOLE PHOTO OF UTILITY
DATE: 08-09-2023



PHOTO OF DEPTH INFORMATION
DATE: 08-09-2023



LOCATION MAP
NOT TO SCALE

LOCATION: OKLAHOMA CITY, OK

UTILITY STATION/OFFSET:	N/A		
HORIZONTAL DATUM:	OK83-NF		
SURFACE ADJUSTMENT FACTOR:	N/A		
VERTICAL DATUM:	N/A		
TEST HOLE NO.:	4	POINT NUMBER:	30027
NORTHING:	142097.06	EASTING:	2124353.44
GROUND ELEVATION:	1292.73	DEPTH OF UTILITY:	N/A
FIELD MANAGER:	RYAN LEDBETTER		
DATE OF WORK:	08-09-2023		
VACUUM TYPE:	AIR/HYDRO EXCAVATION		

DESCRIPTION: 48" RCP WATER (PER RECORD)

UTILITY OWNER: CITY OF OKLAHOMA CITY

UTILITY TYPE: WATER

UTILITY SIZE: 48-IN T.O.U. N/A

UTILITY MATERIAL: CONCRETE

UTILITY CONDITION: N/A

SURFACE MATERIAL: NATURAL GROUND

PAVEMENT TYPE/DEPTH: N/A



CEC

4555 W. MEMORIAL RD.
OKC, OK 73142



Aaron Finley

08/23/2023

TEST HOLE DATA FORM

SUE: QUALITY LEVEL - A

PROJECT: 230564 MUNICIPAL OIA

577 ACRE WL SS OKC

PROJECT MANAGER	STATE	DISTRICT	COUNTY	SHEET NO
AARON FINLEY, PE	OK		OKLAHOMA	5
CITY/TOWN	PROJECT NUMBER			
OKLAHOMA CITY	230564			

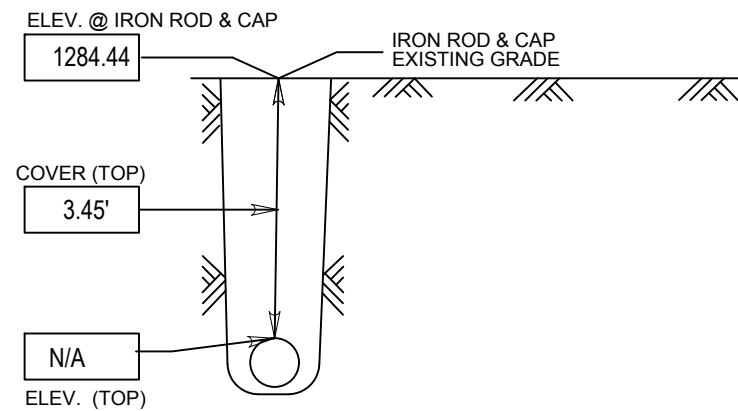


PRE-DIG TH #5



BACK FILL TH #5

ADDITIONAL TEST HOLE PHOTOS



UTILITY CROSS-SECTION VIEW

NTS

ATTEMPTED TO DAYLIGHT 48" WATER MAIN AT THE SPECIFIED LOCATION BY LINING UP TO A WATER VALVE ABOUT 340' SOUTH OF TEST HOLE LOCATION. AT 3.45' ENCOUNTERED SOLID ROCK THAT WE WERE UNABLE TO PENETRATE. WATER MAIN WASN'T LOCATABLE AND WITHOUT WATER RECORDS FROM THE CITY A SECOND ATTEMPT WAS NOT MADE.

LEGEND

- W — UTILITY DESCRIPTION
- UTILITY LOCATION
- UTILITY PROFILE

PROJECT CONTROL:

CONTROL POINTS

CP #1	N: 140061.35	E: 2124322.18	ELV: 1289.75
CP #2	N: 142192.09	E: 2124362.11	ELV: 1291.58
CP #3	N: 141112.29	E: 2126494.89	ELV: 1336.63



DOWN HOLE PHOTO OF UTILITY
DATE: 08-09-2023



PHOTO OF DEPTH INFORMATION
DATE: 08-09-2023



LOCATION MAP
NOT TO SCALE

LOCATION: OKLAHOMA CITY, OK

UTILITY STATION/OFFSET:	N/A		
HORIZONTAL DATUM:	OK83-NF		
SURFACE ADJUSTMENT FACTOR:	N/A		
VERTICAL DATUM:	N/A		
TEST HOLE NO.:	5	POINT NUMBER:	30026
NORTHING:	140004.59	EASTING:	2124389.50
GROUND ELEVATION:	1284.44	DEPTH OF UTILITY:	N/A
FIELD MANAGER:	RYAN LEDBETTER		
DATE OF WORK:	08-09-2023		
VACUUM TYPE:	AIR/HYDRO EXCAVATION		

DESCRIPTION: 48" RCP WATER (PER RECORD)

UTILITY OWNER: CITY OF OKLAHOMA CITY

UTILITY TYPE: WATER

UTILITY SIZE: 48-IN T.O.U. N/A

UTILITY MATERIAL: CONCRETE

UTILITY CONDITION: N/A

SURFACE MATERIAL: CLAY/ROCK

PAVEMENT TYPE/DEPTH: N/A



4555 W. MEMORIAL RD.
OKC, OK 73142



Aaron Finley

08/23/2023

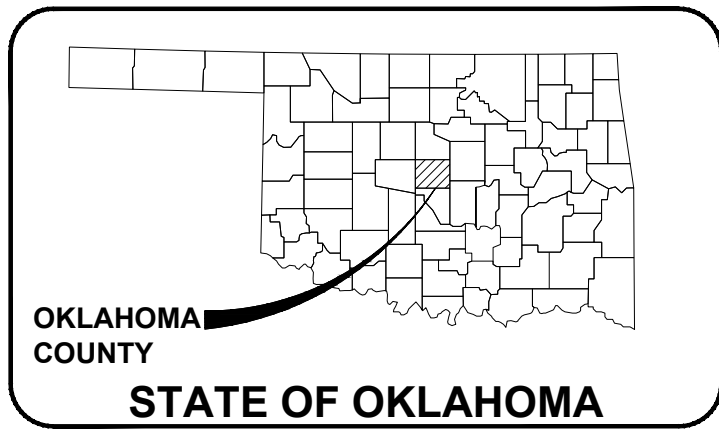
TEST HOLE DATA FORM

SUE: QUALITY LEVEL - A

PROJECT: 230564 MUNICIPAL OIA

577 ACRE WL SS OKC

PROJECT MANAGER	STATE	DISTRICT	COUNTY	SHEET NO
AARON FINLEY, PE	OK		OKLAHOMA	6
CITY/TOWN	PROJECT NUMBER			
OKLAHOMA CITY	230564			



OIA 577 ACRES ADDITIONAL SUE
UTILITIES INVESTIGATION
OKLAHOMA CITY, OKLAHOMA



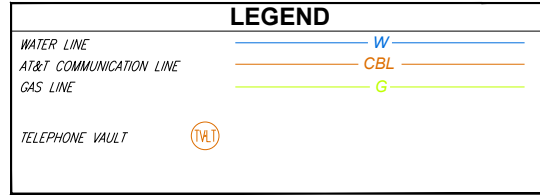
SUE UTILITIES QUALITY LEGEND

QUALITY LEVEL "D"
INFORMATION DERIVED FROM EXISTING RECORDS AND/OR ORAL RECOLLECTIONS.

QUALITY LEVEL "C"
INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL "D" INFORMATION.

QUALITY LEVEL "B"
INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTING AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES (A.K.A. DESIGNATING).

QUALITY LEVEL "A"
PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT (A.K.A. LOCATING).

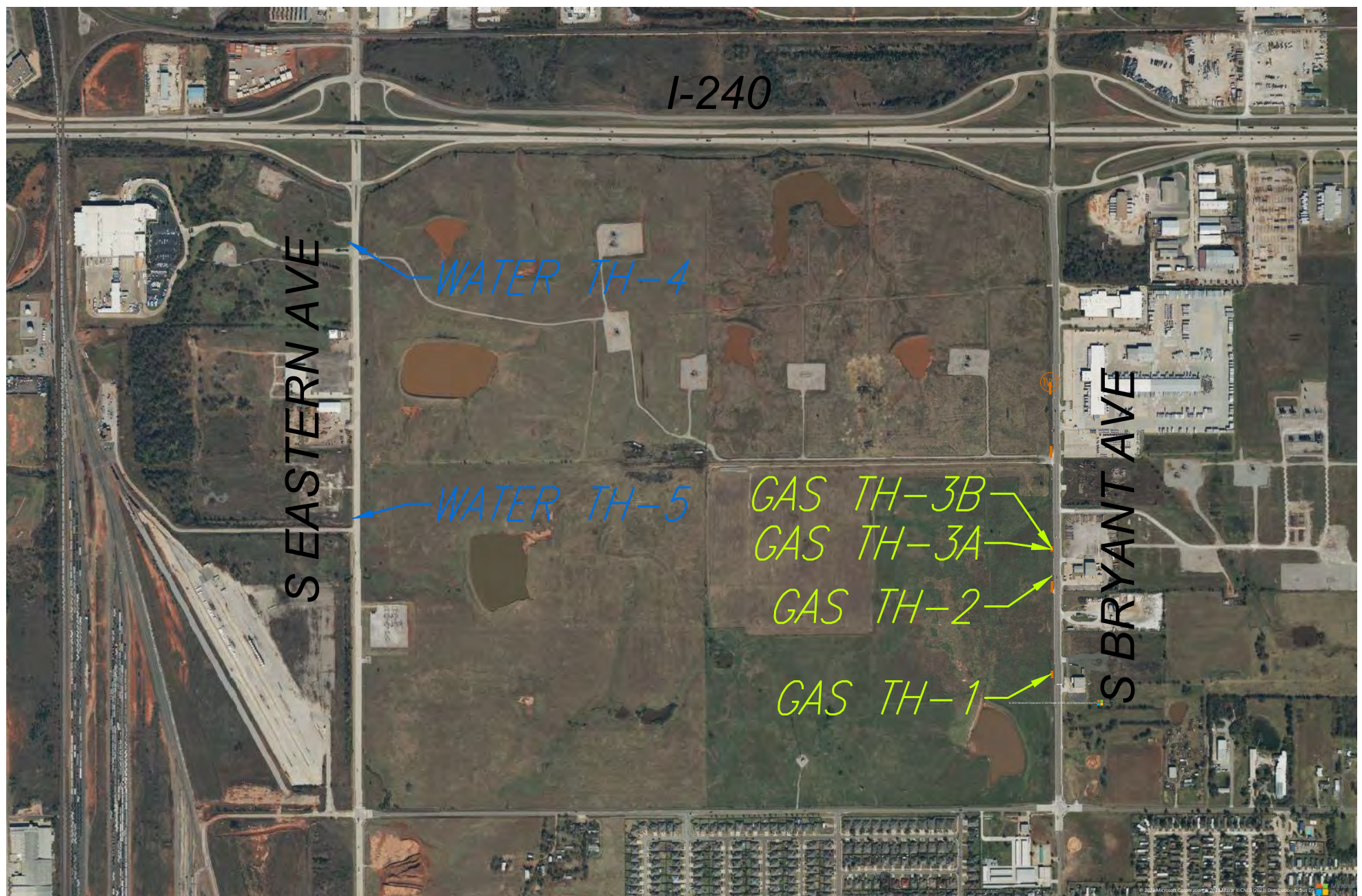


GENERAL NOTES

- No roadway right-of-way research was conducted for this Utility Investigation and any possible right-of-way limits ARE NOT depicted.
- No utility easement research was conducted for this survey and any possible easement limits ARE NOT depicted.

UTILITY NOTES

- CEC performed SUE Designating Quality Level B, C, & D location services throughout the extents of this project.
- The underground utilities shown have been located from field survey information. Underground features are identified by their pertinent surface markings. There is **NO WARRANTY** made that this survey represents a complete inventory of underground utilities, either in service or abandoned on or near the premises. The Surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. There has been no underground investigation performed on the premises in conjunction with this survey and the Surveyor has not physically located the underground utilities.
- Multiple utility lines shown on this survey were drawn from a provided atlas and are noted accordingly (QL-D).
- Multiple utility lines and above ground utility features are located outside of the Present Right of Way limits. Utility Easements may be associated with these features.



Aaron Finley
AARON FINLEY
PROFESSIONAL ENGINEER #24264

8/22/2023



CA 32
EXP. 6-30-2024

FIELD: 08-08-2023	PARTY CHIEF: CC
DATE: 08-18-2023	DRAWN BY: AM
REV. DATE:	REVIEWED BY: AF

FILE NAME: OIA 577 ACRES ADDITIONAL SUE QL-B.dwg

CEC CORPORATION
GEOSPATIAL DIVISION

OKLAHOMA CITY, OKLAHOMA 73142
(405) 753-4200

4555 W. MEMORIAL ROAD

SHEET NO.
1 OF 2

CEC NO.
230564

CONTRACT

Project # SD-2023-00083 /ARP-23-0010-DPG

THIS CONTRACT is made and entered into this ____ day of _____, 2024, by and between Oklahoma Industries Authority, referred to in the Bidding Documents and herein as "Awarding Public Agency", and United Trenching Inc., hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project for the sum of One million seven hundred twenty-two thousand five hundred eighty-one dollars (\$ 1,722,581.00).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, "Standard Specifications for Construction of Public Improvements," any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor's bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer or designee such detailed information as requested.

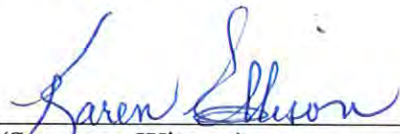
Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the City Engineer or designee to determine that said work has been completely and fully performed in accordance with said Contract Documents, and upon making such determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Contract to be executed the day and year first above written.

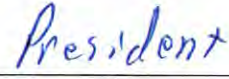
ATTEST:

Contractor: United Trenching, Inc.



(Secretary-Witness)

By:  _____

As:  _____

APPROVED by Oklahoma Industries Authority this ____ day of ____, 2024.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIRMAN

PERFORMANCE BOND #100309315
Project SD-2023-00083 /ARP-23-0010-DPG

KNOW ALL MEN BY THESE PRESENTS:

That we United Trenching Inc., as Contractor, and Merchants National Bonding, Inc., as Surety, are severally and jointly held and firmly bound unto Oklahoma Industries Authority, referred to in the Bidding Documents and herein as “Awarding Public Agency” in the sum One million seven hundred twenty-two thousand five hundred eighty-one dollars (\$ 1,722,581.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and Oklahoma Industries Authority and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees

and shall protect the Awarding Public Agency and The Oklahoma Industries Authority harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor: United Trenching, Inc.



Karen Ellison
(~~Secretary~~ Witness) Karen Ellison

By: Tony Ellison

As: Tony Ellison, President

ATTEST:

Surety: Merchants National Bonding, Inc.

Rob Gill
(~~Secretary~~ Witness)

By: Lisa K Sherman
As: Attorney-in-Fact Lisa K. Sherman

APPROVED by Oklahoma Industries Authority this ____ day of _____, 2024.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIRMAN

STATUTORY BOND #100309315

Project SD-2023-00083 /ARP-23-0010-DPG

KNOW ALL MEN BY THESE PRESENTS:

That we United Trenching Inc., as Contractor, and Merchants National Bonding, Inc., as Surety, are severally and jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor in the sum of One million seven hundred twenty-two thousand five hundred eighty-one dollars (\$ 1,722,581.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors, suppliers and materialmen on this Project, this Bond shall become fully satisfied.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the Bidding Documents and the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed

in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.



ATTEST:

Contractor: United Trenching, Inc

Karen Ellison
(Secretary-~~Witness~~) Karen Ellison

By: Tony Ellison

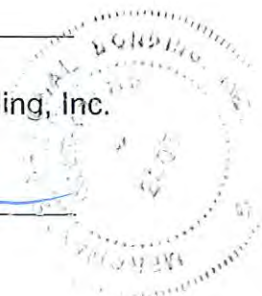
As: Tony Ellison, President

ATTEST:

Surety: Merchants National Bonding, Inc.

Lisa K Sherman
(~~Secretary~~-Witness)

By: Lisa K Sherman
As: Attorney-in-Fact Lisa K. Sherman



APPROVED by Oklahoma Industries Authority this ____ day of _____, 2024.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIRMAN

MAINTENANCE BOND #100309315

Project SD-2023-00061 /ARP-23-0010-DPG

KNOW ALL MEN BY THESE PRESENTS:

That we United Trenching Inc., as Contractor, and Oklahoma Industries Authority, as Surety, are severally and jointly held and firmly bound unto Merchants National Bonding, Inc., referred to in the Bidding Documents and herein as "Awarding Public Agency" in the sum of One million seven hundred twenty-two thousand five hundred eighty-one dollars (\$ 1,722,581.00) such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of Two (2) year(s) from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of Two (2) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in

any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety or the Contractor, or either of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Karen Ellison
(~~Secretary~~-Witness) Karen Ellison

Contractor: United Trenching, Inc.

By: *Tony Ellison*

As: Tony Ellison, President



ATTEST:

Rob B...
(~~Secretary~~-Witness)

Surety: Merchants National Bonding, Inc.

By: *Lisa K Sherman*

As: Attorney-in-Fact Lisa K. Sherman



APPROVED by Oklahoma Industries Authority this ____ day of _____, 2024.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIRMAN

DEFECT BOND #100309315

Project SD-2023-00083 /ARP-23-0010-DPG

KNOW ALL MEN BY THESE PRESENTS:

That we United Trenching Inc., as Contractor, and Oklahoma Industries Authority, as Surety, are severally and jointly held and firmly bound unto Merchants National Bonding, Inc., referred to in the Bidding Documents and herein as “Awarding Public Agency” in the sum of One million seven hundred twenty-two thousand five hundred eighty-one dollars (\$ 1,722,581.00), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, should the Contractor, during the term of this Defect Bond, timely and expeditiously repair or replace, or cause to be repaired or replaced, any defective, inferior or non-compliant workmanship, work and material regarding or relating to the Project, and should the Surety, at the end of the term of this Defect Bond, pay, or cause to be paid, to the Awarding Public Agency all damages, losses, costs and expenses which directly or indirectly may result from: (1) the untimely repair or replacement of inferior, non-compliant or defective materials, work and workmanship in connection with said Project; (2) the failure to timely and expeditiously maintain, repair or replace same; and (3) the cost and expense incurred by the Awarding Public Agency of any defective, inferior or non-compliant work, material or workmanship repaired, replaced or maintained, timely and expeditiously, by staff and/or third parties, then this Defect Bond shall terminate at the end of the term provided in the Bidding Documents; otherwise, this Defect Bond shall remain in effect.

The term of this Defect Bond shall commence upon the formal final acceptance of the entire Project by the Awarding Public Agency as fully and totally complete and shall run for (1) the total number of years as provided in the Bidding Documents for this Project ("term of years"); or (2) until all repairs and replacement of defective, inferior or non-compliant materials, work or workmanship, occurring or discovered prior to the termination of this Defect Bond have been completed and all sums due from the Surety and the Contractor therefore have been paid, whichever is later.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Contractor: United Trenching, Inc.

Karen Ellison
(Secretary-~~Witness~~) Karen Ellison

By: Tony Ellison



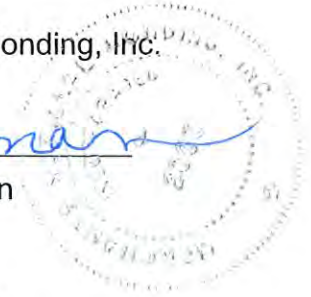
As: Tony Ellison, President

ATTEST:

Surety: Merchants National Bonding, Inc.

Lisa K Sherman
(~~Secretary~~-Witness)

By: Lisa K Sherman
As: Attorney-in-Fact Lisa K. Sherman



APPROVED by Oklahoma Industries Authority this ____ day of _____, 2024.

ATTEST:

OKLAHOMA INDUSTRIES AUTHORITY

Secretary

CHAIRMAN

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aaron Hart; Cody M McNeill; John D Rogers Jr; Kyle D Reser; Lisa K Sherman; Todd Triplett; Wendy Hollen; William Michael McNeill

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

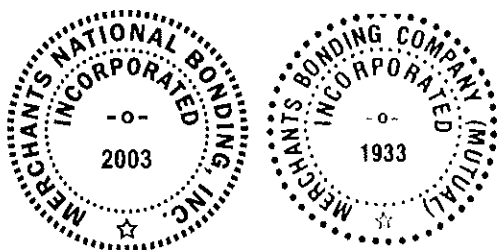
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

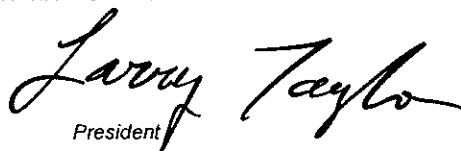
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

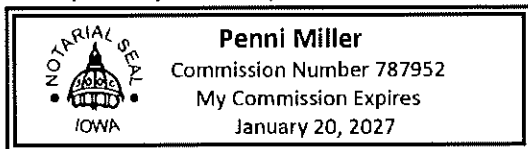


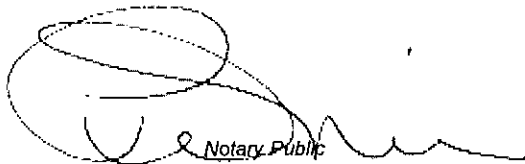
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

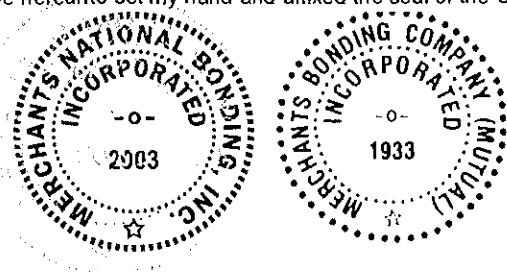



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____




Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Jamie Ritz	
	PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: jritz@midamericainc.com	
INSURED United Trenching Inc 5506 Stewart Drive Mustang OK 73064	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Fire Ins Co of Hartford	20478
	INSURER B: Continental Insurance Company	35289
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2024/2025 Casualty REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7091865619	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Ltd. Pollution \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	7091865605	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			7091865586	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7018634467	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INSTALLATION FLOATER			C 7015648227	04/01/2024	04/01/2025	LIMIT \$750,000 DEDUCTIBLE \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project # SD-2023-00083 /ARP-23-0010-DPG Sanitary Sewer Main Installation
As required by written contract, Certificate Holder and the City of Oklahoma City are included as Additional Insureds as respects General Liability and Auto Liability. Waiver of subrogation applies in favor of Additional Insureds as respects General Liability and Auto Liability. Coverage is subject to the insuring agreements, conditions and exclusions in the policy forms.

CERTIFICATE HOLDER

CANCELLATION

Oklahoma Industries Authority 105 N Hudson Ave. Suite 101 Oklahoma City OK 73102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Additional Named Insureds

Other Named Insureds

Ellison Investments LLC

Additional Named Insured

KRLE, LLC

Additional Named Insured



CEC

May 7, 2024

Daisy Muñoz, MRCP
Project Manager
The Alliance for Economic
Development of Oklahoma City
105 N. Hudson Ave, Suite 101
Oklahoma City, OK 73102

RE: SD-2023-00083 / ARP-23-0010-DPG: OKC 577 Sanitary Sewer Main Installation Along S Eastern and S Bryan Avenue North of SE 89th Street

Dear Daisy,

We have reviewed the bid for the above referenced project received on May 6, 2024. The apparent low bidder was **United Trenching, Inc.** in the amount of **\$1,722,581.00**.

We recommend that this project be awarded to United Trenching, Inc. as the best and lowest bid.

Thank you for the opportunity of allowing CEC to provide engineering design services on this project. If you have any questions or require additional information, please call me at (405) 753-4644.

Sincerely,
CEC Corporation

Kyle Morse, P.E.
Project Engineer

Enclosure

ALONG S EASTERN AVENUE (SOUTHWEST, LINE A)

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNITED TRENCHING, INC		DOWNEY CONTRACTING, LLC	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	TRENCH EXCAVATION AND BACKFILL (10'-15')	LF	1,688	\$ 15.00	\$ 25,320.00	\$ 163.00	\$ 275,144.00
2	TRENCH EXCAVATION AND BACKFILL (15'-20')	LF	1,457	\$ 20.00	\$ 29,140.00	\$ 296.00	\$ 431,272.00
3	TRENCH EXCAVATION AND BACKFILL (20'-25')	LF	420	\$ 25.00	\$ 10,500.00	\$ 426.00	\$ 178,920.00
4	BORING - 12-INCH CARRIER PIPE	LF	140	\$ 675.00	\$ 94,500.00	\$ 1,120.00	\$ 156,800.00
6	POLYVINYL CHLORIDE (PVC) (12-INCH, SDR-35)	LF	3,565	\$ 144.00	\$ 513,360.00	\$ 96.00	\$ 342,240.00
7	STEEL CASING PIPE (12-INCH CARRIER PIPE)	LF	140	\$ 120.00	\$ 16,800.00	\$ 166.00	\$ 23,240.00
8	SANITARY SEWER MANHOLE (4' DIA.) (0'-6')	EA	14	\$ 2,500.00	\$ 35,000.00	\$ 8,360.00	\$ 117,040.00
9	EXTRA DEPTH MANHOLE WALL (4'-DIA.)	VF	135	\$ 250.00	\$ 33,750.00	\$ 398.00	\$ 53,730.00
10	SOLID SLAB SODDING	SY	3,961	\$ 5.00	\$ 19,805.00	\$ 16.00	\$ 63,376.00
11	DEFLECTION TEST (<24-INCH)	LS	1	\$ 500.00	\$ 500.00	\$ 13,331.00	\$ 13,331.00
12	POST-CONSTRUCTION TELEVISION INSPECTION (CCTV)	LF	3,565	\$ 5.00	\$ 17,825.00	\$ 3.00	\$ 10,695.00
13	SEWER LEAK TEST (<24-INCH)	LS	1	\$ 750.00	\$ 750.00	\$ 13,242.00	\$ 13,242.00
14	MANHOLE TESTING	EA	14	\$ 500.00	\$ 7,000.00	\$ 767.00	\$ 10,738.00
15	CONSTRUCTION STAKING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 17,125.00	\$ 17,125.00
16	GPS "AS-BUILT" SURVEY	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 11,475.00	\$ 11,475.00
17	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 31,239.00	\$ 31,239.00
18	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 83,626.00	\$ 83,626.00
19	CLEARING AND GRUBBING	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 47,563.00	\$ 47,563.00
20	COLOR VIDEO/AUDIO RECORDING, PRE AND POST CONSTRUCTION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,375.00	\$ 3,375.00
21	STRUCTURAL REMOVAL (SANITARY MANHOLE)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 9,634.00	\$ 9,634.00
22	REMOVE SANITARY SEWER (12-INCH)	LF	190	\$ 5.00	\$ 950.00	\$ 19.00	\$ 3,610.00
23	REMOVE AND REPLACE DRIVEWAY (CONCRETE)	SY	61	\$ 105.00	\$ 6,405.00	\$ 853.00	\$ 52,033.00
EROSION CONTROL							
1	SILT FENCE	LF	3,359	\$ 3.50	\$ 11,756.50	\$ 3.00	\$ 10,077.00
2	TEMPORARY CURB INLET SEDIMENT BARRIER	EA	5	\$ 500.00	\$ 2,500.00	\$ 608.00	\$ 3,040.00
				TOTAL:	\$ 932,861.50		\$ 1,962,565.00
				No Errors		No Errors	

ALONG S BRYANT AVENUE (EAST, LINE B)

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNITED TRENCHING, INC		DOWNEY CONTRACTING, LLC	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	TRENCH EXCAVATION AND BACKFILL (10'-15')	LF	1531	\$ 15.00	\$ 22,965.00	\$ 175.00	\$ 267,925.00
2	TRENCH EXCAVATION AND BACKFILL (15'-20')	LF	937	\$ 20.00	\$ 18,740.00	\$ 263.00	\$ 246,431.00
3	TRENCH EXCAVATION AND BACKFILL (20'-25')	LF	538	\$ 25.00	\$ 13,450.00	\$ 412.00	\$ 221,656.00
4	BORING - 12-INCH CARRIER PIPE	LF	80	\$ 675.00	\$ 54,000.00	\$ 1,120.00	\$ 89,600.00
6	POLYVINYL CHLORIDE (PVC) (12-INCH, SDR-35)	LF	3006	\$ 144.00	\$ 432,864.00	\$ 96.00	\$ 288,576.00
7	POLYVINYL CHLORIDE (PVC) (8-INCH, SDR-35)	LF	7	\$ 100.00	\$ 700.00	\$ 93.00	\$ 651.00
8	STEEL CASING PIPE (12-INCH CARRIER PIPE)	LF	80	\$ 120.00	\$ 9,600.00	\$ 166.00	\$ 13,280.00
9	SANITARY SEWER MANHOLE (4' DIA.) (0'-6')	EA	11	\$ 2,500.00	\$ 27,500.00	\$ 8,360.00	\$ 91,960.00
10	SANITARY SEWER DROP MANHOLE (4' DIA.) (0'-6')	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 11,923.00	\$ 11,923.00
11	EXTRA DEPTH MANHOLE WALL (4'-DIA.)	VF	123	\$ 250.00	\$ 30,750.00	\$ 398.00	\$ 48,954.00
12	SOLID SLAB SODDING	SY	3340	\$ 5.00	\$ 16,700.00	\$ 16.00	\$ 53,440.00
13	DEFLECTION TEST (<24-INCH)	LS	1	\$ 500.00	\$ 500.00	\$ 13,331.00	\$ 13,331.00
14	POST-CONSTRUCTION TELEVISION INSPECTION (CCTV)	LF	3006	\$ 5.00	\$ 15,030.00	\$ 3.00	\$ 9,018.00
15	SEWER LEAK TEST (<24-INCH)	LS	1	\$ 750.00	\$ 750.00	\$ 12,993.00	\$ 12,993.00
16	MANHOLE TESTING	EA	11	\$ 500.00	\$ 5,500.00	\$ 767.00	\$ 8,437.00
17	ABANDONING SEWER	CY	13	\$ 200.00	\$ 2,600.00	\$ 1,467.00	\$ 19,071.00
18	CONSTRUCTION STAKING	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 21,100.00	\$ 21,100.00
19	GPS "AS-BUILT" SURVEY	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 10,125.00	\$ 10,125.00
20	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 32,819.00	\$ 32,819.00
21	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 77,626.00	\$ 77,626.00
22	CLEARING AND GRUBBING	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 82,682.00	\$ 82,682.00
23	COLOR VIDEO/AUDIO RECORDING, PRE AND POST CONSTRUCTION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,375.00	\$ 3,375.00
24	REMOVE AND REPLACE DRIVEWAY (CONCRETE)	SY	106	\$ 105.00	\$ 11,130.00	\$ 1,092.00	\$ 115,752.00
25	ABANDONING MANHOLE (4')	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 3,370.00	\$ 10,110.00
26	REMOVE AND REPLACE CURB AND GUTTER	LF	60	\$ 45.00	\$ 2,700.00	\$ 121.00	\$ 7,260.00
EROSION CONTROL							
1	SILT FENCE	LF	2,783	\$ 3.50	\$ 9,740.50	\$ 3.00	\$ 8,349.00
2	TEMPORARY CURB INLET SEDIMENT BARRIER	EA	1	\$ 500.00	\$ 500.00	\$ 608.00	\$ 608.00
				TOTAL:	\$ 789,719.50		\$ 1,767,052.00
				No Errors		Arithmetic Error on Bid Form	
TOTAL FOR ENTIRE BID					\$ 1,722,581.00		\$ 3,729,617.00

The Apparent low bidder is United Trenching, Inc in the amount of \$1,722,581.00

Bids Verified By: Kyle Morse Date: 5-7-24





OKLAHOMA
Water Resources Board

May 29, 2024

Mr. Clay Bennett, Chairman
Oklahoma Industries Authority
105 N. Hudson suite 101
Oklahoma City, OK 73102

Re: Oklahoma Industries Authority, American Rescue Plan Act (ARPA) Loan ARP-23-0010-
DPG, Sanitary Sewer Installation at 577 Industrial Park.: Bid Documents Approval.

Dear Chairman Bennett:

We have reviewed the Bid Documents for the above referenced project, and found them to be in compliance with appropriate ARPA regulations. You are hereby authorized to award the construction contract to ***United Trenching, Inc.*** for the bid amount of ***\$1,722,581.00***. After award and signing of the contract, a pre-construction conference should be scheduled and conducted.

After receipt of the contractor's bonds and insurance certificate, a notice to proceed may be issued. Please submit copies of the agreement, bonds, power of attorney, insurance certificate, notice to proceed, and other documentation when executed in accordance with Form ARP-150 (Executed Construction Contract Documents Checklist).

If your contractor awards additional sub-agreements, they must follow the Good Faith Efforts for soliciting disadvantaged businesses. Your contractor should maintain documentation that these steps were taken on all sub-agreements awarded.

Please contact Zachary Bradley at (405) 530-8823 if you have any questions,

Sincerely,

Zachary Bradley, P.E..
Project Engineer
Financial Assistance Division

Cc: Mr. Kyle Morse, Connect CEC



The City of OKLAHOMA CITY

SUMMARY OF ACQUISITION

PROJECT: SD-2023 CITY Oklahoma City, PARCEL(S) 3

PROPERTY LOCATION: Section 35, Township 11N, Range 3W, Oklahoma County

BUYER: City of Oklahoma City, Oklahoma

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Carbon Estate LLC
5740 Melton Dr.
Oklahoma City, OK 73132

ASSIGNMENT: Carbon Estate LLC

MORTGAGES AND LIENS: None

IMPROVEMENTS: None

DAMAGES: None

PROPERTY OWNER(S) / SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

Permanent Easement	for Parcel <u>3</u> for <u>0.70</u>	<u>Acres</u>
Permanent Easement	for Parcel _____ for _____	<u>Acres</u>
Permanent Easement	for Parcel _____ for _____	<u>Acres</u>
Permanent Easement	for Parcel _____ for _____	<u>Sq. Ft.</u>
Permanent Easement	for Parcel _____ for _____	<u>Sq. Ft.</u>

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$45,000.00

BUYER AND SELLER AGREE:

Payment includes any and all damages.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER WILL PREPARE THE FOLLOWING:

Check in the amount of \$45,000.00 to Carbon Estate LLC
Check in the amount of _____ to _____
Check in the amount of _____ to _____
Check in the amount of _____ to _____

PROPERTY OWNER / SELLER
David Fitzgerald, Managing Member

5/15/24
DATE

PROPERTY OWNER / SELLER

ACQUISITION AGENT
George Smith

DATE
5-20-24
DATE

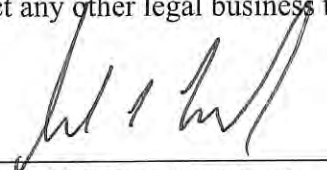
OKLAHOMA INDUSTRIES AUTHORITY

DATE

Project: SD-2023
City: Oklahoma City
Parcel: 3

Business Certification and Affidavit

I, David Fitzgerald as Managing Member do hereby state that I have the legal authority to act on behalf of Carbon Estate LLC and to grant, convey, bargain or sell any real property and conduct any other legal business transactions.



David Fitzgerald, Managing Member

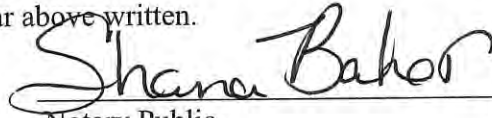
5/16/24

Date

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss.

Before me, Shana Baker a Notary Public in and of this State, on this 16th day of May, ~~2023~~, ²⁰²⁴ personally appeared David Fitzgerald, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Managing Member, and acknowledged to me that he executed the same as his free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.



Notary Public

My Commission Expires: 7/20/2027
My Commission No.: 23009675



The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) SD-2023 Parcel 3

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Carbon Estate LLC, an Oklahoma limited liability company, its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto **THE CITY OF OKLAHOMA CITY, a municipal corporation, and its public trusts and **OKLAHOMA INDUSTRIES AUTHORITY**, a public trust (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in Oklahoma County, Oklahoma, shown on **Attachment "A" ("Subject Property")** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Utility Systems") and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.**

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over, under, across or through the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems.
4. This Permanent Easement does not create an obligation upon the Grantees to construct the Utility Systems or provide services or functions. Once the Utility System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Utility System in accordance with Grantees' standards and policies.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run together with and be appurtenant to the Subject Property and shall be binding upon the parties, hereto, their successors and assigns.

Carbon Estate LLC, an Oklahoma limited liability company

Dated this 20TH day of MAY, 2023, ²⁰²⁴

By: [Signature]
David Fitzgerald, Managing Member

STATE OF Oklahoma, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 20th day of May, 2023 by David Fitzgerald as Managing Member of Carbon Estate LLC, an Oklahoma limited liability company.

[Signature]
Notary Public



My Commission Expires: 9-20-25
My Commission No. 21012394

ACCEPTED by The City of Oklahoma City
this ___ day of _____, 2023.

REVIEWED for form and legality

City Clerk

Assistant Municipal Counselor

Parcel NO. 3

Sanitary Sewer Easement

A Sanitary Sewer Easement in the Southeast Quarter of Section 35 Township 11 North Range 3 West I.M. Oklahoma County, Oklahoma. Said Easement being twenty feet (20') in width, ten feet (10') on each side of a centerline, the sides of which are either trimmed or extended to abut the applicable Property Line, Right of way line, and existing easement line. Said Centerline being more particularly described as follows:

Commencing at the Northeast Corner of said Southeast Quarter;
Thence S 00°15'34" E on the East line of said Southeast Quarter a distance of 398.98 feet;
thence S 89°29'54" W a distance of 50.00 feet to a point on the West Right of Way line of South Eastern Avenue, said point being the point of beginning.
thence continuing S 89°29'54" W a distance of 1170.76 feet;
thence N 00°09'13" W a distance of 353.92 feet to the point of termination, said point being on the South line of a Sanitary Sewer Easement described in Book 4468 Page 1809 filed for record at the Oklahoma County Clerk's Office.


Containing 0.70 Acres (30,493.6 Sq.Ft.) more or less.

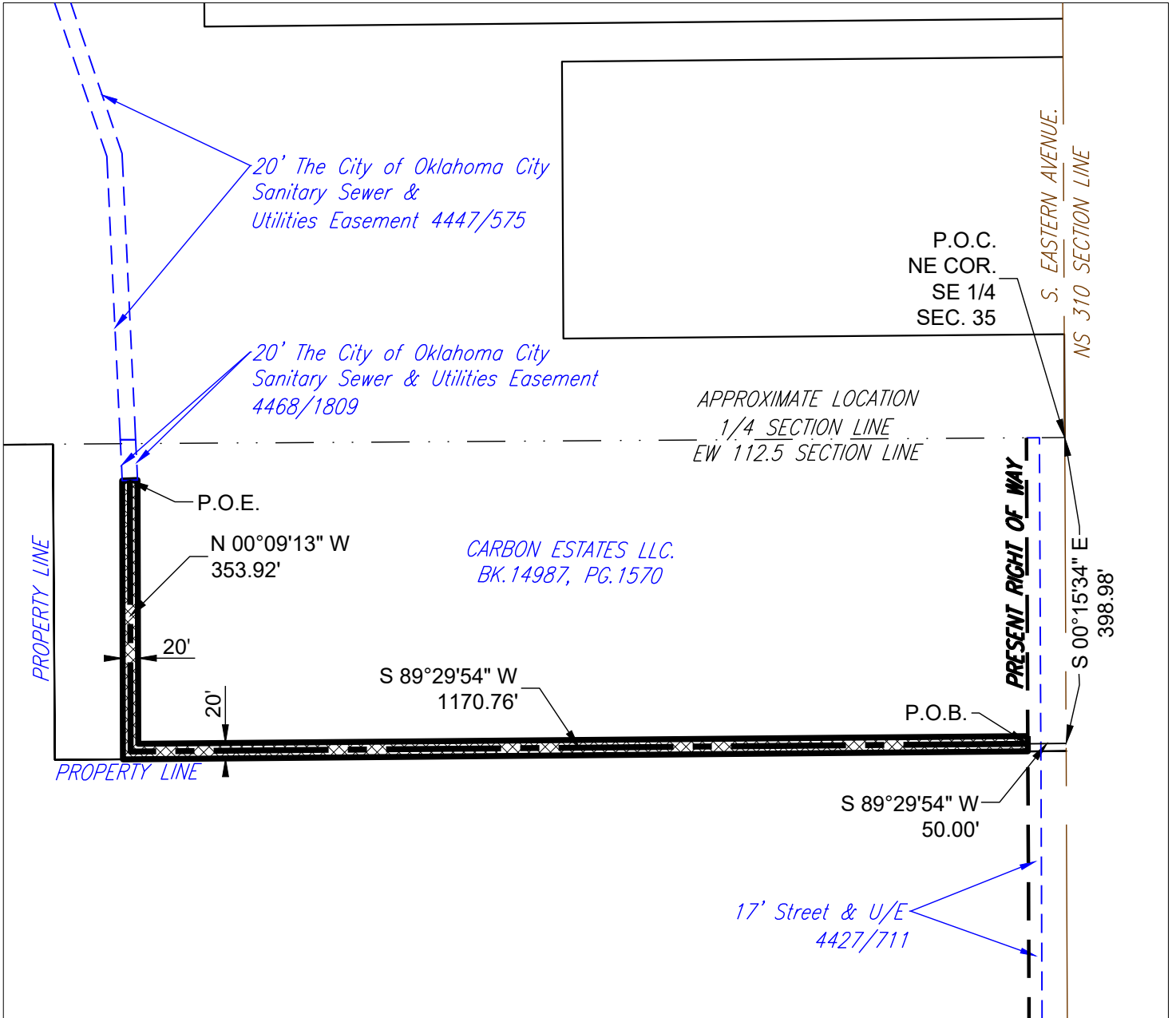
Basis of Bearing:

Grid North as established by Oklahoma State Plane System, NAD 83 (2011), North zone

This Description was prepared by:

Darren M. Smith, PLS #1552
CEC Corporation, CA #32
07-19-2023

 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 07/19/2023
	CEC PROJECT #: 230564
	OIA MUNICIPAL
	PARCEL 3
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

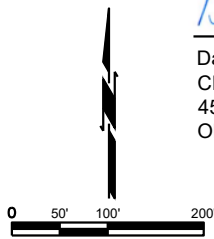
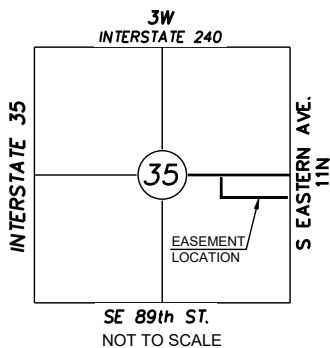


SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.

Handwritten signature of Darren M. Smith

Darren M. Smith, PLS No. 1552
CEC Corporation
4555 W. Memorial Rd.
Oklahoma City, OK 73142

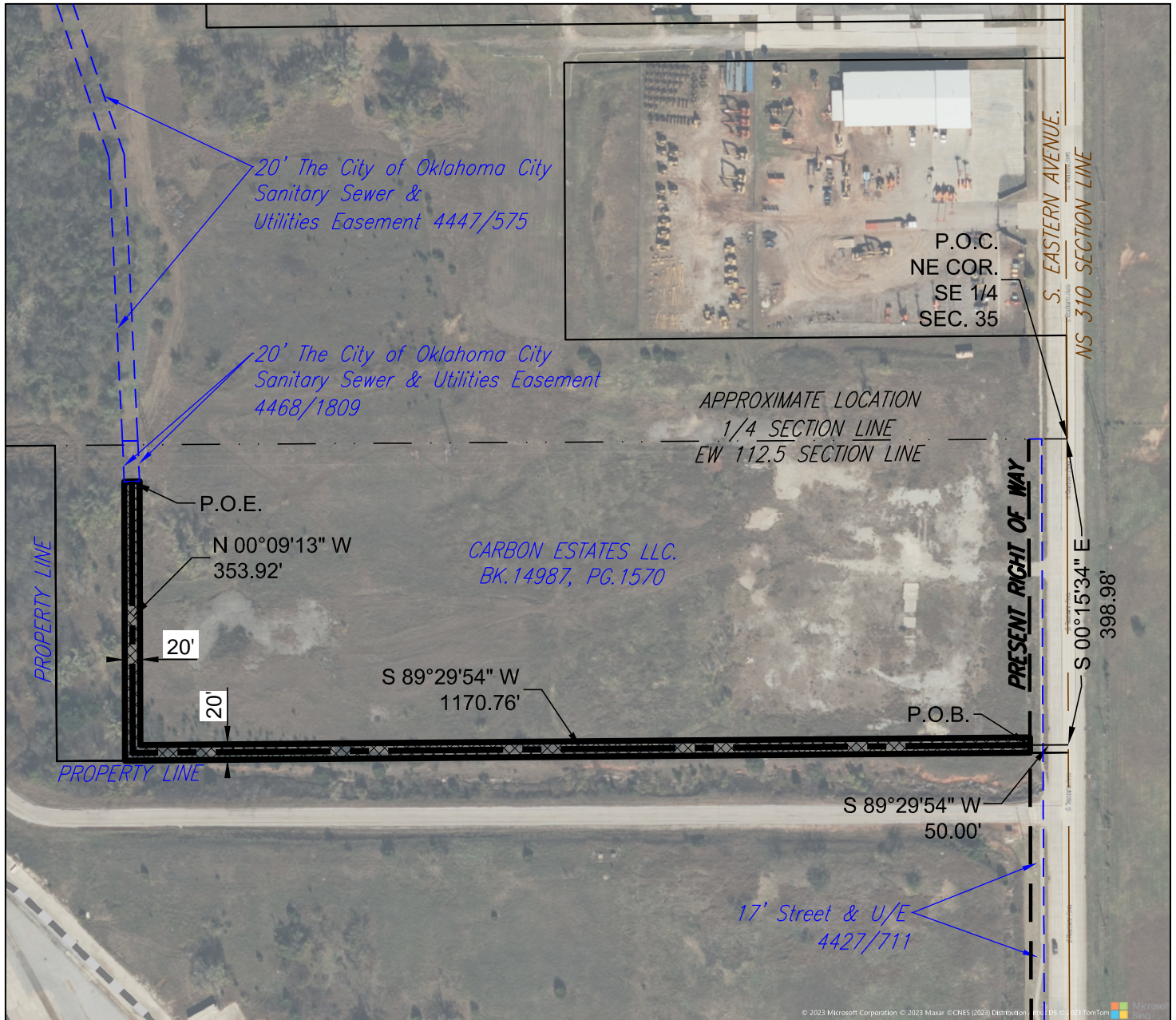


BASIS OF BEARING

Note: Bearings Are Based On Oklahoma State Plane System, NAD83/2011, North Zone.

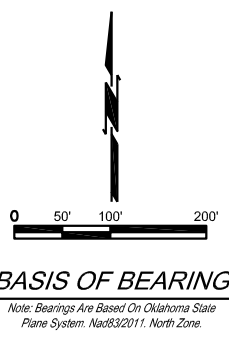
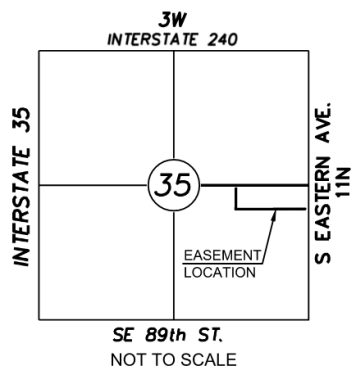
CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-24

DATE: 07/19/2023
CEC PROJECT #: 230564
OIA MUNICIPAL
PARCEL 3
SANITARY SEWER EASEMENT ATTACHMENT "A"
PROJECT NO. _____



SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.



<p>CEC</p> <p>4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24</p>	DATE: 07/19/2023 CEC PROJECT #: 230564 OIA MUNICIPAL PARCEL 3
	<p>SANITARY SEWER EASEMENT ATTACHMENT "A"</p>
	PROJECT NO. _____

TITLE INVESTIGATION REPORT

TAKE OFF NO. _____ JOB PIECE NO. S. Eastern Ave. SS PARCEL NO. 3
A tract in the NE/4 and SE/4 as Described in Exhibit "A". (See Attachment)

Lot(s) _____ Block(s) _____

Subdivision _____ To _____

Section 35 Township 11N Range 3W County Oklahoma

Owner Carbon Estate LLC, an Oklahoma limited liability company

Address 5740 Melton Dr., Oklahoma City, OK 73132

Book 14987 Page 1570 Inst. WD Dated 12//2021 Filed 12/03/2021

From BCM Oklahoma LLC, a Delaware limited liability company

Book 10595 Page 632 Inst. WD Dated 08/10/2007 Filed 09/05/2007

From Schwarz Property, L.L.C., a/k/a Schwarz Properties, L.L.C., a Limited Liability Company

Book _____ Page _____ Inst. _____ Dated _____ Filed _____

From _____

Book _____ Page _____ Inst. _____ Dated _____ Filed _____

From _____

Book _____ Page _____ Inst. _____ Dated _____ Filed _____

From _____

Book _____ Page _____ Inst. _____ Dated _____ Filed _____

From _____

Mortgage:

BancFirst, OKC-Main & Broadway, 100 North Broadway, PO Box 26788

Bk. 14987 Pg. 1573 Dated 12/02/2021 Filed 12/02/2021 Amt. \$ 305,468.07

Other _____

Bk. _____ Pg. _____ Dated _____ Filed _____ Amt. \$ _____

Other _____

Bk. _____ Pg. _____ Dated _____ Filed _____ Amt. \$ _____

Other _____

Bk. _____ Pg. _____ Dated _____ Filed _____ Amt. \$ _____

Additional Comments see Attached Page(s) YES NO

This investigation covers ownership of the above property for the past five years or until good title is found. On the date shown below, I certify that I have made a diligent search of the county courthouse stated above for public records in regards to verifying and / or updating ownership of the above parcel.

Signature Jason Morris Digitally signed by Jason Morris
Date: 2023.08.10 12:21:10 -05'00' Date 08/08/2023 Mapping _____

Signature _____ Date _____ Appraisal _____

Signature _____ Date _____ Acquisition (Prior to owner contact.) _____

Signature _____ Date _____ Acquisition (Prior to document execution) _____

Exhibit "A"

A part of the East Half (E/2) of Section Thirty-five (35), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, State of Oklahoma; said 33.98 acre tract also being out of those certain Tracts A, B and C, as conveyed to Portable Milling Corporation by deed recorded in Book 6808, Page 1315, in the Office of the County Clerk of Oklahoma County, Oklahoma, said tract being described by metes and bounds as follows: Commencing at the Northeast corner of said Section 35; Thence South, along the east line of said Section 35, a distance of 2089.83 feet to the Point of Beginning of the herein described tract and the Northeast corner of said Tract B; Thence South, along the East line of said Section 35, a distance of 50.00 feet to a point; Thence South 89°46'31" West, a distance of 653.45 feet to a point; Thence South, a distance of 361.38 feet to a point; Thence North 89°48'27" East, a distance of 653.45 feet to a point; Thence South, a distance of 543.81 feet to a point; Thence South 89°47'57" West, a distance of 1320.00 feet to a point; Thence North 00°01'44" West, a distance of 410.17 feet to a point; thence South 89°47'59" West a distance of 309.57 feet to a point; Thence North 02°40'02" West a distance of 1057.10 feet to a point; thence North 89°50'22" East, a distance of 559.29 feet to a point; Thence South, a distance of 510.83 feet to a point; thence North 89°46'31" East, a distance of 1119.71 feet to the Point of Beginning of the herein described tract.

The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) SD-2023 Parcel 1

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Anheuser-Busch, LLC, a Missouri limited liability company, its successors, and assigns (collectively “Grantor”) for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto **THE CITY OF OKLAHOMA CITY, a municipal corporation, and its public trusts and **OKLAHOMA INDUSTRIES AUTHORITY**, a public trust (collectively “Grantees”) this Permanent Easement over, under, across, through and to the following described property situated in Oklahoma County, Oklahoma, shown on **Attachment “A” (“Subject Property”)** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively “Utility Systems”) and including the right of ingress and egress through Grantor’s property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.**

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over, under, across or through the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor’s improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas located within the Subject Property whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems. Notwithstanding the foregoing, to the extent the Grantees performs any grading, levelling or digging on the Subject Property, Grantees shall restore and repair the Subject Property to the condition existing prior to the Grantees’ work, reasonable wear and tear and casualty excepted.
4. This Permanent Easement does not create an obligation upon the Grantees to construct the Utility Systems or provide services or functions. Once the Utility System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Utility System in accordance with Grantees’ standards and policies.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.
6. Grantees will require its contractors to name Grantor as an additional insured on its general liability policy during any construction activity occurring on the Subject Property. Grantees acknowledge it is assuming any and all risk associated with its entry upon and occupation of the Subject Property pursuant to this agreement, and that it shall be responsible for adjudicating any claims or causes of actions arising from its acts or omissions, and those acts or omissions of its employees and agents in accordance with the Oklahoma Tort Claims Act (OTCA) or other applicable state law. If Grantees contract out any authorized undertakings or actions on the Subject Property, Grantees shall require its contractors to carry general liability insurance in amounts not less than \$1,000,000 per occurrence.
7. To the extent permitted by law, Grantees will require its contractors to indemnify Grantor during any construction activity occurring on the Subject Property.
8. Grantees’ use of the Subject Property will not materially affect Grantor’s use of, enjoyment of, and operations being conducted on the adjacent property.
9. During construction of the Utility Systems, Grantee agrees to provide Grantor reasonable notice of its use/presence on the Subject Property. Generally, reasonable notice is 48 hours notice.
10. Grantees shall comply with all applicable laws relating to the construction and maintenance of the Utility Systems and Grantees shall construct and maintain such Utility Systems in a good and workmanlike manner, free from all liens.
11. Grantee shall perform all construction activities minimizing Grantor and/or tenant disruption with no interruptions to business operations. Grantee shall use reasonable efforts to ensure that Grantor has unimpeded access to presently existing public highways and/or roads.

[signature pages immediately follow]

The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) SD-2023 Parcel 1

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run together with and be appurtenant to the Subject Property and shall be binding upon the parties, hereto, their successors and assigns.

Anheuser-Busch, LLC, a Missouri limited liability company

Dated this ____ day of _____, 2024.

By: _____
David Koeper – Authorized Representative

By: _____
James Mathis – Authorized Representative

STATE OF MISSOURI, CITY OF ST. LOUIS, SS.

This instrument was acknowledged before me on this ____ day of _____, 2024 by David Koeper as Authorized Representative of Anheuser-Busch, LLC.

Notary Public

My Commission Expires: _____
My Commission No. _____

STATE OF MISSOURI, CITY OF ST. LOUIS, SS.

This instrument was acknowledged before me on this ____ day of _____, 2024 by James Mathis as Authorized Representative of Anheuser-Busch, LLC.

Notary Public

My Commission Expires: _____
My Commission No. _____

ACCEPTED by The City of Oklahoma City
this ____ day of _____, 2024.

REVIEWED for form and legality

City Clerk

Assistant Municipal Counselor

PARCEL NO. 1

Sanitary Sewer Easement

A Sanitary Sewer Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West I.M. Oklahoma County, Oklahoma.

Commencing at the Northeast Corner of said Northeast Quarter;

Thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 947.50 feet to a point on the North line of an Oklahoma Natural Gas Company Pipeline Right of Way described on Book 9917, Page 1126 filed for record at the Oklahoma County Clerk's Office;

thence S 84°49'20" W on the North line of said Pipeline Right of Way a distance of 52.69 feet to a point on the West Present Right of Way line of South Eastern Avenue, said point being the Point of Beginning;

thence on the North line of said Pipeline Right of Way the following six courses;

S 84°49'20" W for a distance of 218.47 feet;

N 87°41'40" W a distance of 193.63 feet;

N 74°16'00" W a distance of 140.12 feet;

N 59°03'20" W a distance of 165.13 feet;

N 31°07'00" W a distance of 53.78 feet;

N 70°01'40" W a distance of 57.20 feet;

thence departing with the North line of said Pipeline Right of way and continuing N 70°01'40" W a distance of 3.95 feet;

thence N 63°47'23" W a distance of 217.35 feet;

thence N 03°30'01" E a distance of 317.48 feet;

thence Westerly on the arc of a curve to the Left, with a radius of 57045.80 feet, an arc length of 20.97 feet, a central angel of 00°01'16", a chord bearing of N 89°32'10" W and a chord length of 20.97 feet to a point on the East line of a property described as "Tract 1 (A)" described in Book 11812, Page 1359 filed for record at the Oklahoma County Clerk's Office;

thence N 05°40'45" E on the East line of said "Tract 1 (A)" a distance of 20.08 feet to a point on the South line of a Cities Services Oil Company Right of Way Agreement described on Book 3948, Page 817 filed for record at the Oklahoma County Clerk's Office;

thence on the South line of said Right-of-Way Agreement, Easterly on the arc of a curve to the Right, with a radius of 57065.80 feet, an arc length of 40.23 feet, a central angel of 00°02'25", a chord bearing of S 89°31'28" E and a chord length of 40.23 feet;

thence S 03°30'01" W and departing the South line of said Cities Services Oil Company Right of Way Agreement a distance of 325.25 feet;

thence S 63°47'23" E a distance of 202.95 feet;

thence S 70°01'40" E a distance of 67.12 feet;

thence S 31°07'00" E a distance of 55.87 feet;

thence S 59°03'20" E a distance of 157.49 feet;

thence S 74°16'00" E a distance of 135.09 feet;

thence S 87°41'40" E a distance of 189.96 feet;

thence N 84°49'20" E a distance of 218.87 feet to a point on the West Present Right of Way line of South Eastern Avenue;

thence S 00°17'21" E on said West Present Right of Way line a distance of 20.07 feet to the Point of Beginning.

Containing 0.638 Acres (27808.98 Sq.Ft.) more or less.

Basis of Bearing:


Grid North as established by Oklahoma State Plane System,
NAD 83 (2011), North zone

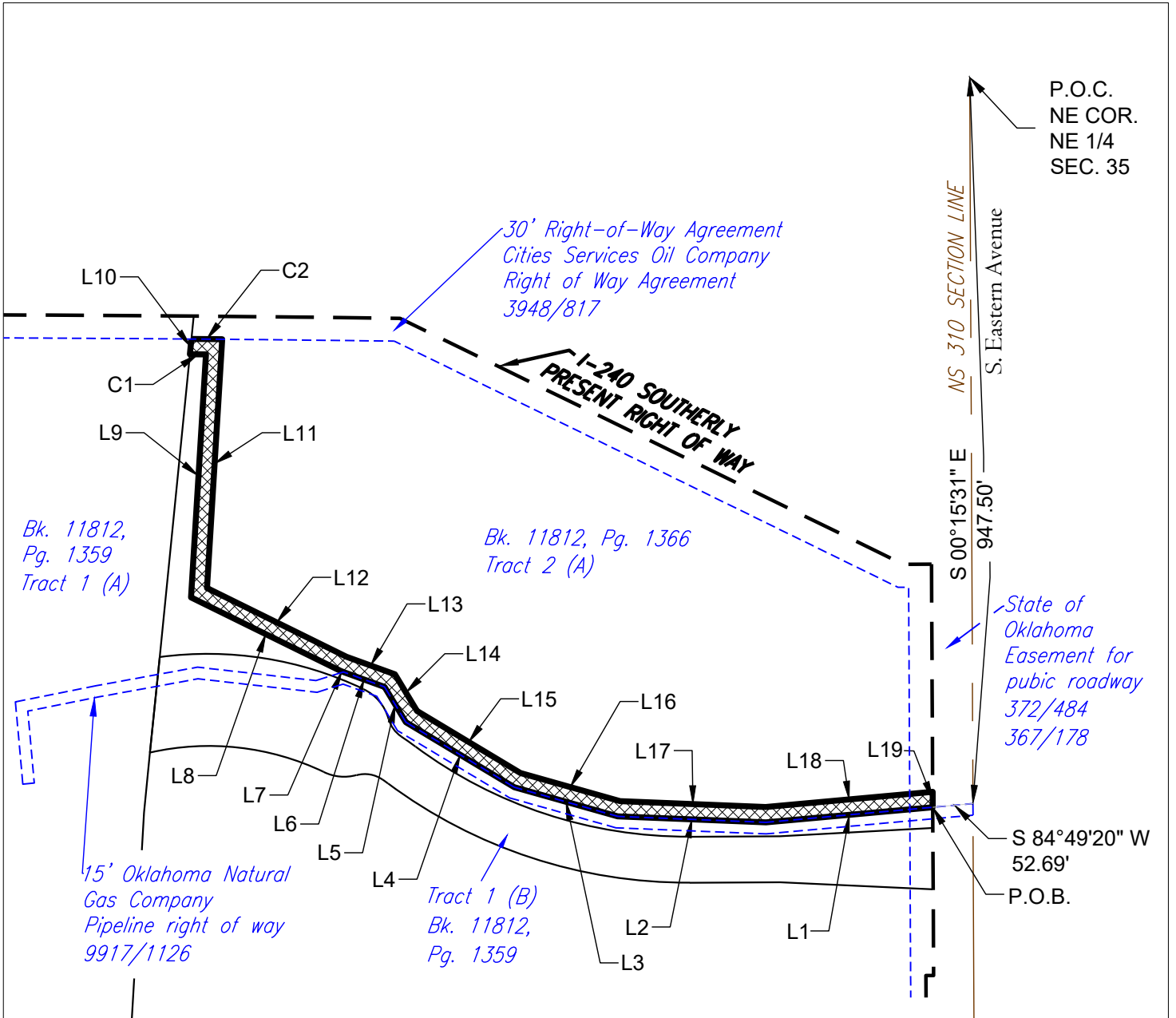
This Description was prepared by:

Darren M. Smith, PLS #1552

CEC Corporation, CA #32

07/19/2023

 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 07/19/2023
	CEC PROJECT #: 230564
	OIA MUNICIPAL
	PARCEL 1
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

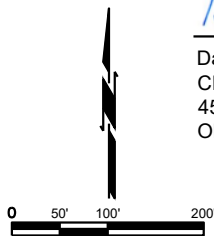
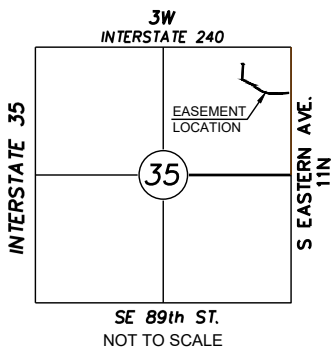


SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.

Handwritten signature of Darren M. Smith

Darren M. Smith, PLS No. 1552
CEC Corporation
4555 W. Memorial Rd.
Oklahoma City, OK 73142



BASIS OF BEARING

Note: Bearings Are Based On Oklahoma State Plane System, NAD83/2011, North Zone.

CEC
 4555 W. MEMORIAL ROAD
 OKLAHOMA CITY, OK 73142
 (405) 753.4200
 CA #32 EXP. 06-30-24


DATE: 07/19/2023
CEC PROJECT #: 230564
OIA MUNICIPAL
PARCEL 1
SANITARY SEWER EASEMENT ATTACHMENT "A"
PROJECT NO. _____

PARCEL NO. 1

Sanitary Sewer Easement

<i>Curve Table</i>					
<i>Curve #</i>	<i>Length</i>	<i>Radius</i>	<i>Delta</i>	<i>Chord Direction</i>	<i>Chord Length</i>
<i>C1</i>	<i>20.97'</i>	<i>57045.80'</i>	<i>00°01'16"</i>	<i>N 89°32'10" W</i>	<i>20.97'</i>
<i>C2</i>	<i>40.23'</i>	<i>57065.80'</i>	<i>00°02'25"</i>	<i>S 89°31'28" E</i>	<i>40.23'</i>

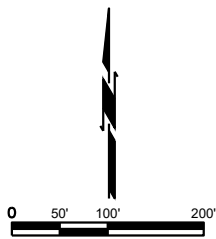
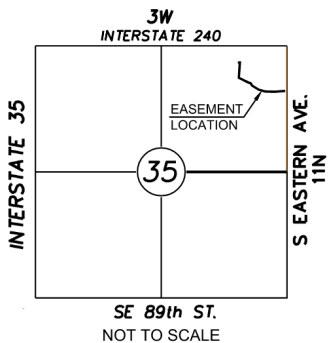
<i>Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
<i>L1</i>	<i>218.47'</i>	<i>S 84°49'20" W</i>
<i>L2</i>	<i>193.63'</i>	<i>N 87°41'40" W</i>
<i>L3</i>	<i>140.12'</i>	<i>N 74°16'00" W</i>
<i>L4</i>	<i>165.13'</i>	<i>N 59°03'20" W</i>
<i>L5</i>	<i>53.78'</i>	<i>N 31°07'00" W</i>
<i>L6</i>	<i>57.20'</i>	<i>N 70°01'40" W</i>
<i>L7</i>	<i>3.95'</i>	<i>N 70°01'40" W</i>
<i>L8</i>	<i>217.35'</i>	<i>N 63°47'23" W</i>
<i>L9</i>	<i>317.48'</i>	<i>N 03°30'01" E</i>
<i>L10</i>	<i>20.08'</i>	<i>N 05°40'45" E</i>
<i>L11</i>	<i>325.25'</i>	<i>S 03°30'01" W</i>
<i>L12</i>	<i>202.95'</i>	<i>S 63°47'23" E</i>
<i>L13</i>	<i>67.12'</i>	<i>S 70°01'40" E</i>
<i>L14</i>	<i>55.87'</i>	<i>S 31°07'00" E</i>
<i>L15</i>	<i>157.49'</i>	<i>S 59°03'20" E</i>
<i>L16</i>	<i>135.09'</i>	<i>S 74°16'00" E</i>
<i>L17</i>	<i>189.96'</i>	<i>S 87°41'40" E</i>
<i>L18</i>	<i>218.87'</i>	<i>N 84°49'20" E</i>
<i>L19</i>	<i>20.07'</i>	<i>S 00°17'21" E</i>

 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 07/19/2023
	CEC PROJECT #: 230564
	OIA MUNICIPAL
	PARCEL 1
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	




SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.



BASIS OF BEARING
 Note: Bearings Are Based On Oklahoma State Plane System, NAD83/2011, North Zone.

 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 07/19/2023
	CEC PROJECT #: 230564
	OIA MUNICIPAL
	PARCEL 1
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) SD-2023 Parcel 2

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Anheuser-Busch, LLC, a Missouri limited liability company, its successors, and assigns (collectively “Grantor”) for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto **THE CITY OF OKLAHOMA CITY, a municipal corporation, and its public trusts and **OKLAHOMA INDUSTRIES AUTHORITY**, a public trust (collectively “Grantees”) this Permanent Easement over, under, across, through and to the following described property situated in Oklahoma County, Oklahoma, shown on **Attachment “A” (“Subject Property”)** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively “Utility Systems”) and including the right of ingress and egress through Grantor’s property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.**

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over, under, across or through the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor’s improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas located within the Subject Property whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems. Notwithstanding the foregoing, to the extent the Grantees performs any grading, levelling or digging on the Subject Property, Grantees shall restore and repair the Subject Property to the condition existing prior to the Grantees’ work, reasonable wear and tear and casualty excepted.
4. This Permanent Easement does not create an obligation upon the Grantees to construct the Utility Systems or provide services or functions. Once the Utility System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Utility System in accordance with Grantees’ standards and policies.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.
6. Grantees will require its contractors to name Grantor as an additional insured on its general liability policy during any construction activity occurring on the Subject Property. Grantees acknowledge it is assuming any and all risk associated with its entry upon and occupation of the Subject Property pursuant to this agreement, and that it shall be responsible for adjudicating any claims or causes of actions arising from its acts or omissions, and those acts or omissions of its employees and agents in accordance with the Oklahoma Tort Claims Act (OTCA) or other applicable state law. If Grantees contract out any authorized undertakings or actions on the Subject Property, Grantees shall require its contractors to carry general liability insurance in amounts not less than \$1,000,000 per occurrence.
7. To the extent permitted by law, Grantees will require its contractors to indemnify Grantor during any construction activity occurring on the Subject Property.
8. Grantees’ use of the Subject Property will not materially affect Grantor’s use of, enjoyment of, and operations being conducted on the adjacent property.
9. During construction of the Utility Systems, Grantee agrees to provide Grantor reasonable notice of its use/presence on the Subject Property. Generally, reasonable notice is 48 hours notice.
10. Grantees shall comply with all applicable laws relating to the construction and maintenance of the Utility Systems and Grantees shall construct and maintain such Utility Systems in a good and workmanlike manner, free from all liens.
11. Grantee shall perform all construction activities minimizing Grantor and/or tenant disruption with no interruptions to business operations. Grantee shall use reasonable efforts to ensure that Grantor has unimpeded access to presently existing public highways and/or roads.

[signature pages immediately follow]

The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) SD-2023 Parcel 2

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run together with and be appurtenant to the Subject Property and shall be binding upon the parties, hereto, their successors and assigns.

Anheuser-Busch, LLC, a Missouri limited liability company

Dated this ____ day of _____, 2024.

By: _____
David Koeper – Authorized Representative

By: _____
James Mathis – Authorize Representative

STATE OF MISSOURI, CITY OF ST. LOUIS, SS.

This instrument was acknowledged before me on this ____ day of _____, 2024 by David Koeper as Authorized Representative of Anheuser-Busch, LLC.

Notary Public

My Commission Expires: _____
My Commission No. _____

STATE OF MISSOURI, CITY OF ST. LOUIS, SS.

This instrument was acknowledged before me on this ____ day of _____, 2024 by James Mathis as Authorized Representative of Anheuser-Busch, LLC.

Notary Public

My Commission Expires: _____
My Commission No. _____

ACCEPTED by The City of Oklahoma City
this ____ day of _____, 2024.

REVIEWED for form and legality

City Clerk

Assistant Municipal Counselor

PARCEL NO. 2

Sanitary Sewer Easement

A Sanitary Sewer Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West I.M. Oklahoma County, Oklahoma.

Commencing at the Northeast Corner of said Northeast Quarter;
thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 356.66 feet;
thence S 89°44'29" W a distance of 1019.20 feet to a point on the East line of a property described as "Tract 1 (A)" recorded in Book 11812, Page 1359 filed for record at the Oklahoma County Clerk's Office, said point being the Point of Beginning;
thence Westerly on the arc of a curve to the Left, with a radius of 57045.80 feet, an arc length of 131.49 feet, a central angel of 00°07'55", a chord bearing of N 89°36'45" W and a chord length of 131.49 feet;
thence N 00°28'28" E a distance of 20.00 feet to a point on the South line of a Cities Services Oil Company Right-of-Way Agreement recorded in Book 3948, Page 817;
thence on the South line of said Cities Services Oil Company Right-of-Way Agreement Easterly on the arc of a curve to Right, with a radius of 57065.80 feet, an arc length of 133.31 feet, a central angel of 00°08'02", a chord bearing of S 89°36'42" E and a chord length of 133.31 feet a point on the East line of said Property described as "Tract 1 (A)";
Thence S 05°40'45" W on the East line of said property a distance of 20.08 feet to the Point of Beginning.


Containing 0.061 Acres (2,647.94 Sq.Ft.) more or less.

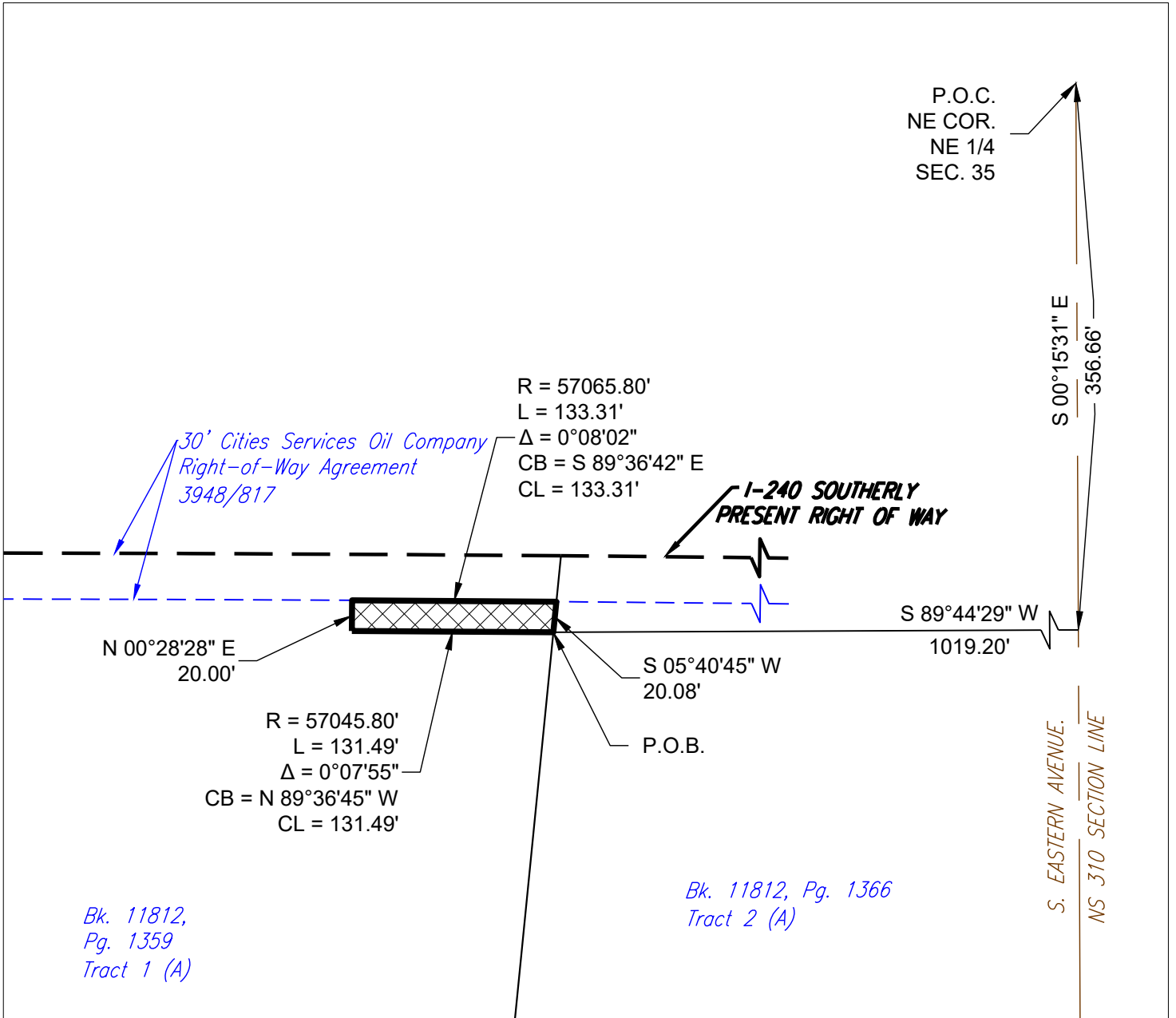
Basis of Bearing:

Grid North as established by Oklahoma State Plane System, NAD 83 (2011), North zone

This Description was prepared by:

Darren M. Smith, PLS #1552
CEC Corporation, CA #32
07-19-2023

 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 07/19/2023
	CEC PROJECT #: 230564
	OIA MUNICIPAL
	PARCEL 2
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	



*Bk. 11812,
Pg. 1359
Tract 1 (A)*

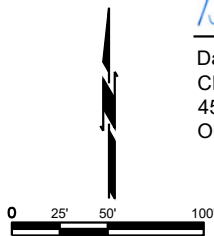
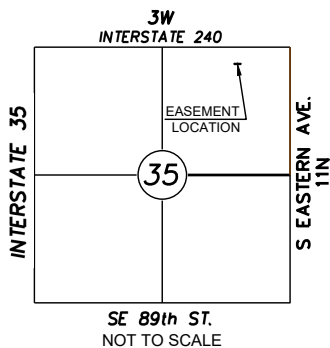
*Bk. 11812, Pg. 1366
Tract 2 (A)*

SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.

Darren M. Smith

Darren M. Smith, PLS No. 1552
CEC Corporation
4555 W. Memorial Rd.
Oklahoma City, OK 73142

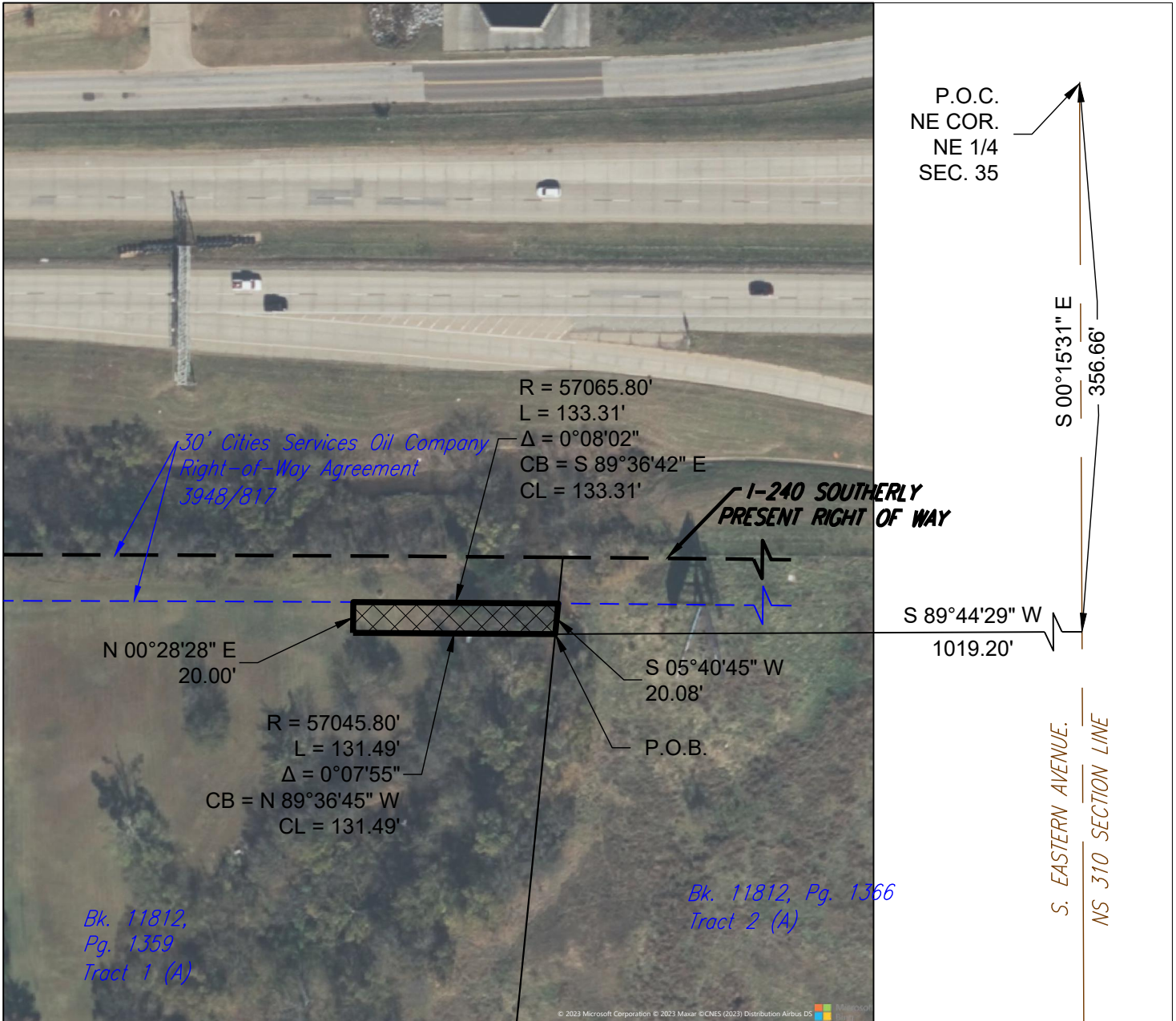


BASIS OF BEARING

Note: Bearings Are Based On Oklahoma State Plane System, NAD83/2011, North Zone.

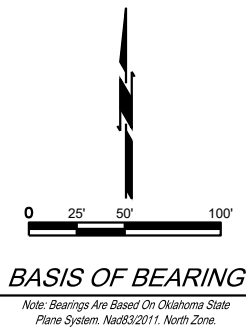
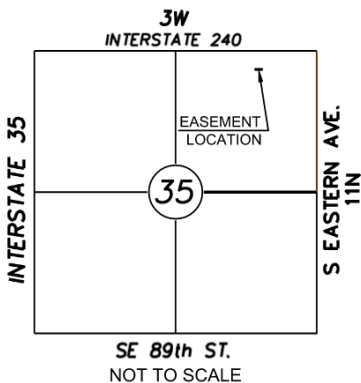
CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-24


DATE: 07/19/2023
CEC PROJECT #: 230564
OIA MUNICIPAL
PARCEL 2
SANITARY SEWER EASEMENT ATTACHMENT "A"
PROJECT NO. _____



SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.



 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 07/19/2023
	CEC PROJECT #: 230564
	OIA MUNICIPAL
	PARCEL 2
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

TEMPORARY WORKSPACE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Anheuser-Busch, LLC, a Missouri limited liability company, the owner of property located at 1700 Beechwood Ave., Oklahoma City, OK 73149, (Grantor), does hereby grant and convey unto **OKLAHOMA INDUSTRIES AUTHORITY**, a public trust, (Grantee), for Project SD-2023, a Temporary Workspace Agreement with Right-of-Entry through the Grantor's property to and from, the following described property situated in Oklahoma County, Oklahoma, to wit:

See Attachment "A" (Subject Property)

for the use of **OKLAHOMA INDUSTRIES AUTHORITY** for the purpose of driveway construction and finish grading, including the right of ingress and egress through Grantor's property to and from the Subject Property, as described on the aforementioned Attachment "A" and the excavating of land and relocation of land, material, and personal property thereto, over, through and upon the same.

Grantee shall perform all construction activities in accordance with the law minimizing property owner and/or tenant disruption with no interruptions to business operations. Anheuser-Busch, LLC, will have no construction costs or fees for this project. The Grantee and/or its contractors will follow Oklahoma City's specifications regarding driveways and sidewalks and be required to:

- Provide access for ingress and egress for the duration of the construction process.
- Remove and replace any existing driveway disturbed during construction, at grade, while allowing ingress and egress to the property at 1700 Beechwood Ave., Oklahoma City, OK 73149.
- No staging or construction equipment used by the contractor will be left on the property owner's land.
- Said property will be restored to the same or improved condition once said driveway improvements have been made.
- Grantee will require its contractors to name Grantor as an additional insured on its general liability policy during any construction activity occurring on the Subject Property.
- To the extent permitted by law, Grantee will require its contractors to indemnify Grantor during any construction activity occurring on the Subject Property.
- Grantee's use of the Subject Property will not materially affect Grantor's use of, enjoyment of, and operations being conducted on the adjacent property.
- During construction of the Utility Systems, Grantee agrees to provide Grantor reasonable notice of its use/presence on the Subject Property. Generally, reasonable notice is 48 hours notice.
- Grantee acknowledges it is assuming any and all risk associated with its entry upon and occupation of the Subject Property pursuant to this agreement, and that it shall be responsible for adjudicating any claims or causes of actions arising from its acts or omissions, and those acts or omissions of its employees and agents in accordance with the Oklahoma Tort Claims Act (OTCA) or other applicable state law. If Grantee contracts out any authorized undertakings or actions on the Subject Property, Grantee shall require its contractors to carry general liability insurance in amounts not less than \$1,000,000 per occurrence.

Grantee will ensure that all affected areas are repaired where appropriate and will be responsible for any repairs to Grantor's property.

This Workspace Agreement with Right-of-Entry shall expire and automatically revert back to Grantor, its successors and/or assigns at final formal acceptance of this particular portion of above said referenced project by Grantee.

[signature pages immediately follow]

The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) SD-2023 Parcel 4

Anheuser-Busch, LLC, a Missouri limited liability company

Dated this ____ day of _____, 2024.

David Koeper – Authorized Representative

James Mathis – Authorized Representative

STATE OF MISSOURI, CITY OF ST. LOUIS, SS.

This instrument was acknowledged before me on this ____ day of _____, 2024 by David Koeper as Authorized Representative of Anheuser-Busch, LLC.

Notary Public

My Commission Expires: _____

My Commission No. _____

STATE OF MISSOURI, CITY OF ST. LOUIS, SS.

This instrument was acknowledged before me on this ____ day of _____, 2024 by James Mathis as Authorized Representative of Anheuser-Busch, LLC.

Notary Public

My Commission Expires: _____

My Commission No. _____

PARCEL NO. 4

Temporary Right of Way Easement

A Temporary Right of Way Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West I.M. Oklahoma County, Oklahoma.

Commencing at the Northeast Corner of said Northeast Quarter;
thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 341.70 feet;

thence S 90°00'00" W a distance of 966.90 feet to a point on the South line of a Cities Service Oil Company Right-of-Way Agreement recorded in Book 3948, Page 817, said point being the Point of Beginning;

thence S 03°30'01" W a distance of 329.96 feet to a point on a Northerly line of a proposed City of Oklahoma City Sanitary Sewer Easement;

thence N 63°47'23" W on a Northerly line of said proposed Sanitary Sewer Easement a distance of 10.84 feet;

thence N 03°30'01" E on an Easterly line of said proposed Sanitary Sewer Easement a distance of 325.25 feet to a point on the South line of said Cities Service Oil Company Right-of-Way Agreement;

thence on the South line of said Cities Service Oil Company Right-of-Way Agreement Easterly on a curve to the Right with a radius of 57065.80 feet, an arc length of 10.01 feet, a chord bearing of S 89°29'57" E, and a chord length of 10.01 feet to the Point of Beginning.


Containing 0.075 Acres (3276.05 Sq.Ft.) more or less.

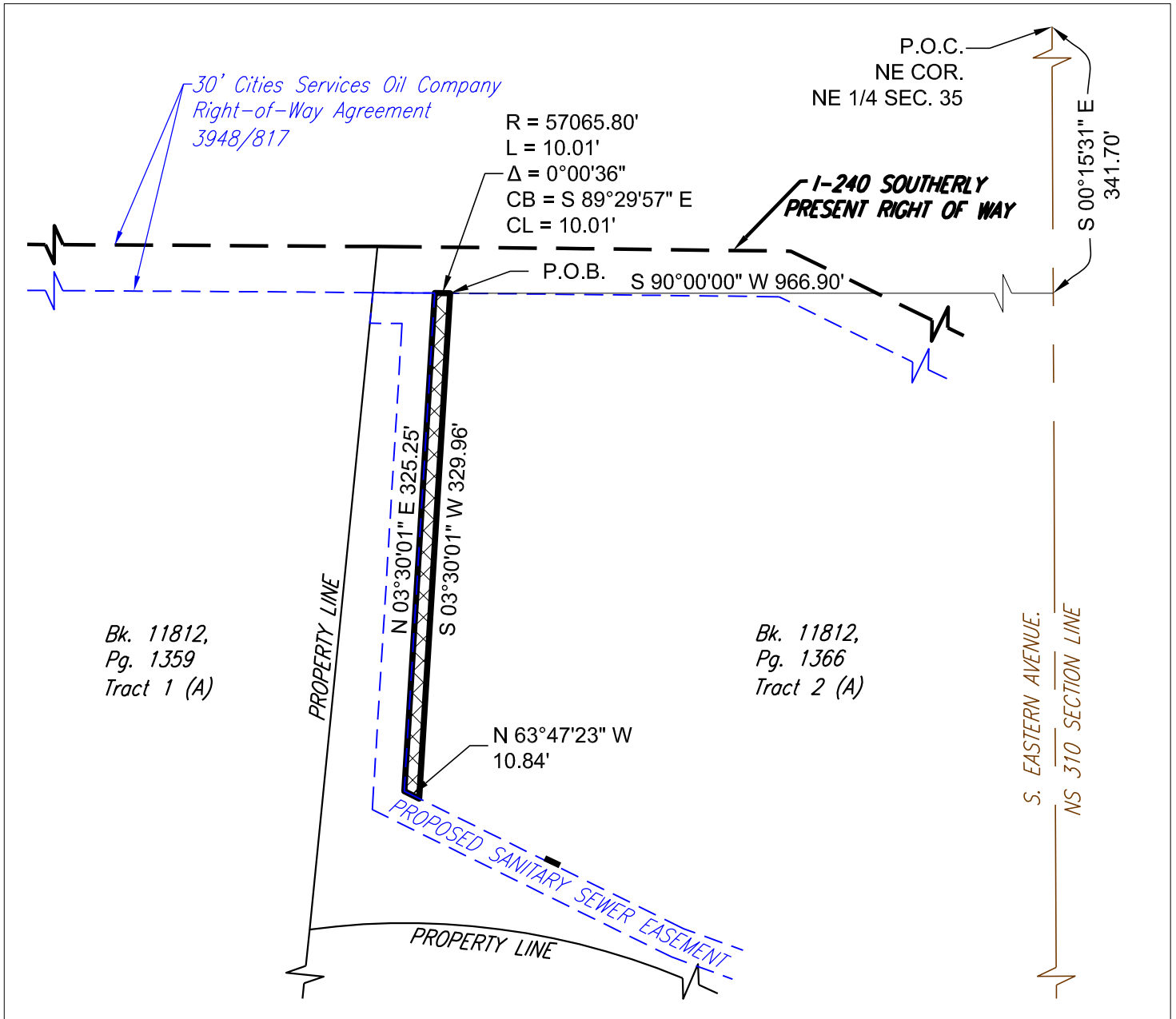
Basis of Bearing:

Grid North as established by Oklahoma State Plane System, NAD 83 (2011), North zone

This Description was prepared by:

Darren M. Smith, PLS #1552
CEC Corporation, CA #32
08-31-2023

 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 08/31/2023
	CEC PROJECT #: 230564
	OIA MUNICIPAL
	PARCEL 4
TEMPORARY ROW EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

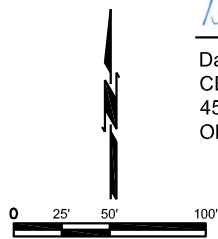
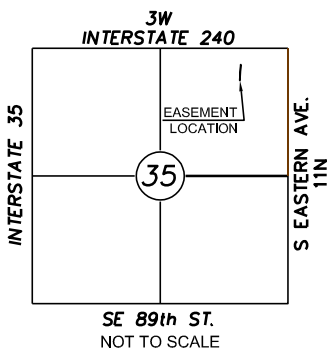


SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.

Darren M. Smith

Darren M. Smith, PLS No. 1552
 CEC Corporation
 4555 W. Memorial Rd.
 Oklahoma City, OK 73142



BASIS OF BEARING

Note: Bearings Are Based On Oklahoma State Plane System, NAD83/2011, North Zone.

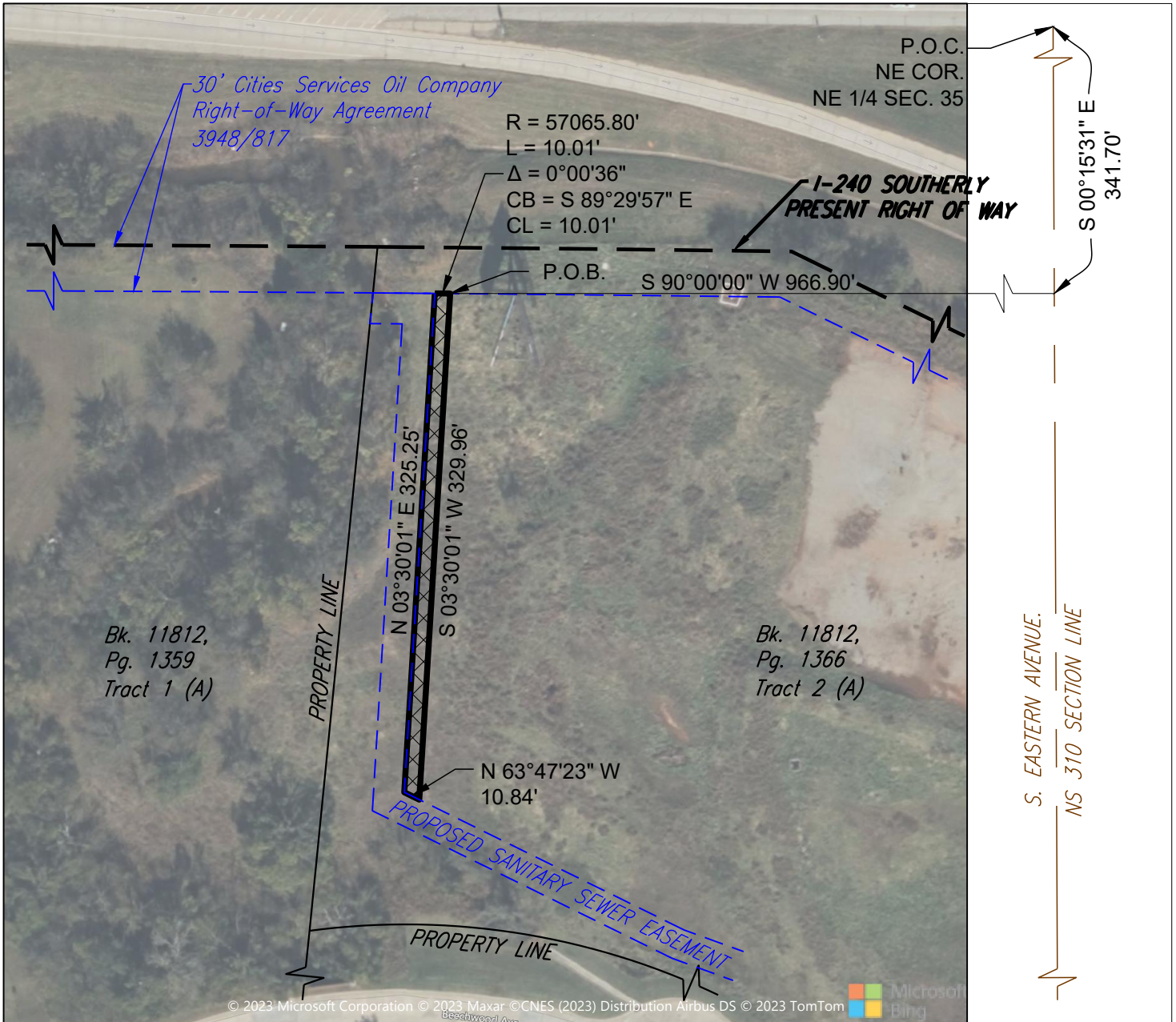
CEC
 4555 W. MEMORIAL ROAD
 OKLAHOMA CITY, OK 73142
 (405) 753.4200
 CA #32 EXP. 06-30-24

DATE: 08/31/2023
CEC PROJECT #: 230564
OIA MUNICIPAL
PARCEL 4
TEMPORARY ROW EASEMENT ATTACHMENT "A"
PROJECT NO. _____

ATTACHMENT "A"

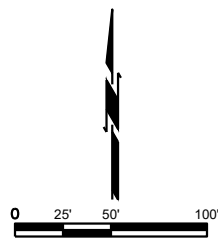
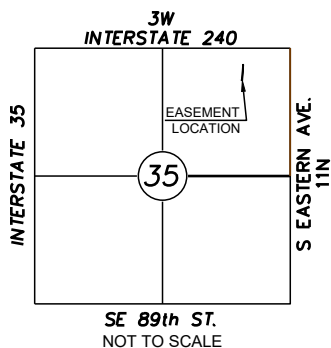
PARCEL NO. 4

PAGE 3 OF 3



SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.



BASIS OF BEARING

Note: Bearings Are Based On Oklahoma State Plane System, NAD83/2011, North Zone.

CEC

4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-24

DATE: 08/31/2023
CEC PROJECT #: 230564
OIA MUNICIPAL
PARCEL 4
TEMPORARY ROW EASEMENT ATTACHMENT "A"
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RESOLUTION OF NECESSITY

RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PERMANENT EASEMENTS ON CERTAIN REAL PROPERTY AT 1700 BEECHWOOD AVENUE, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA FOR UTILITY EASEMENTS; AUTHORIZING AND DIRECTING THE ACQUISITION THEREOF; AND AUTHORIZING GENERAL COUNSEL TO CONDEMN SAID PERMANENT EASEMENTS FOR SAID PUBLIC PURPOSES IF SAID EASEMENTS CANNOT BE PURCHASED BY AGREEMENT WITH THE LANDOWNERS.

WHEREAS, it is deemed necessary and advisable by the Oklahoma Industries Authority, a public trust (“OIA”), to acquire permanent easements on certain real property located in Oklahoma City, Oklahoma County, Oklahoma for constructing and establishing public utilities, infrastructure and facilities, supporting facilities, and uses incidental thereto for the benefit of Oklahoma City and Oklahoma County (“Public Purposes”); and

WHEREAS, said parcels of permanent easements are located generally at 1700 Beechwood Avenue, Oklahoma City, Oklahoma County, Oklahoma and are legally described in Attached A included herein (“Permanent Easement”); and

WHEREAS, said parcels of Permanent Easement are not owned by OIA and it is deemed necessary for OIA to acquire said Permanent Easements for the Public Purposes.

NOW, THEREFORE, BE IT RESOLVED by Oklahoma Industries Authority that OIA, pursuant to its power of eminent domain, declares it necessary to acquire the Permanent Easements described on Attachment A and authorizes and directs the General Manager to acquire said Permanent Easements for the Public Purposes.

BE IT FURTHER RESOLVED by Oklahoma Industries Authority that in the event the General Manager is unable to secure the above described Permanent Easements or any part thereof, General Counsel is hereby authorized, instructed and directed to institute condemnation proceedings against the owners of said real property, and condemn the Permanent Easements under the power of eminent domain for the Public Purposes, and to take such further legal steps or proceedings as may, in his judgment, appear to be proper to acquire said Permanent Easements for the Public Purposes, and the immediate possession thereof.

AND BE IT FINALLY RESOLVED, by Oklahoma Industries Authority as it being immediately necessary for the preservation of the peace, health, and safety of Oklahoma City and Oklahoma County and inhabitants thereof, by reason whereof this Resolution shall take effect and be in force from and after its passage, as provided by law.

ADOPTED and **APPROVED** by the Trustees of Oklahoma Industries Authority this 30th day of May, 2024.

OKLAHOMA INDUSTRIES AUTHORITY

Chair

ATTEST:

Secretary

PARCEL NO. 1

Sanitary Sewer Easement

A Sanitary Sewer Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West I.M. Oklahoma County, Oklahoma.

Commencing at the Northeast Corner of said Northeast Quarter;

Thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 947.50 feet to a point on the North line of an Oklahoma Natural Gas Company Pipeline Right of Way described on Book 9917, Page 1126 filed for record at the Oklahoma County Clerk's Office;

thence S 84°49'20" W on the North line of said Pipeline Right of Way a distance of 52.69 feet to a point on the West Present Right of Way line of South Eastern Avenue, said point being the Point of Beginning;

thence on the North line of said Pipeline Right of Way the flowing six courses;

S 84°49'20" W for a distance of 218.47 feet;

N 87°41'40" W a distance of 193.63 feet;

N 74°16'00" W a distance of 140.12 feet;

N 59°03'20" W a distance of 165.13 feet;

N 31°07'00" W a distance of 53.78 feet;

N 70°01'40" W a distance of 57.20 feet;

thence departing with the North line of said Pipeline Right of way and continuing N 70°01'40" W a distance of 3.95 feet;

thence N 63°47'23" W a distance of 217.35 feet;

thence N 03°30'01" E a distance of 317.48 feet;

thence Westerly on the arc of a curve to the Left, with a radius of 57045.80 feet, an arc length of 20.97 feet, a central angel of 00°01'16", a chord bearing of N 89°32'10" W and a chord length of 20.97 feet to a point on the East line of a property described as "Tract 1 (A)" described in Book 11812, Page 1359 filed for record at the Oklahoma County Clerk's Office;

thence N 05°40'45" E on the East line of said "Tract 1 (A)" a distance of 20.08 feet to a point on the South line of a Cities Services Oil Company Right of Way Agreement described on Book 3948, Page 817 filed for record at the Oklahoma County Clerk's Office;

thence on the South line of said Right-of-Way Agreement, Easterly on the arc of a curve to the Right, with a radius of 57065.80 feet, an arc length of 40.23 feet, a central angel of 00°02'25", a chord bearing of S 89°31'28" E and a chord length of 40.23 feet;

thence S 03°30'01" W and departing the South line of said Cities Services Oil Company Right of Way Agreement a distance of 325.25 feet;

thence S 63°47'23" E a distance of 202.95 feet;

thence S 70°01'40" E a distance of 67.12 feet;

thence S 31°07'00" E a distance of 55.87 feet;

thence S 59°03'20" E a distance of 157.49 feet;

thence S 74°16'00" E a distance of 135.09 feet;

thence S 87°41'40" E a distance of 189.96 feet;

thence N 84°49'20" E a distance of 218.87 feet to a point on the West Present Right of Way line of South Eastern Avenue;

thence S 00°17'21" E on said West Present Right of Way line a distance of 20.07 feet to the Point of Beginning.

Containing 0.638 Acres (27808.98 Sq.Ft.) more or less.

Basis of Bearing:


Grid North as established by Oklahoma State Plane System, NAD 83 (2011), North zone

This Description was prepared by:

Darren M. Smith, PLS #1552

CEC Corporation, CA #32

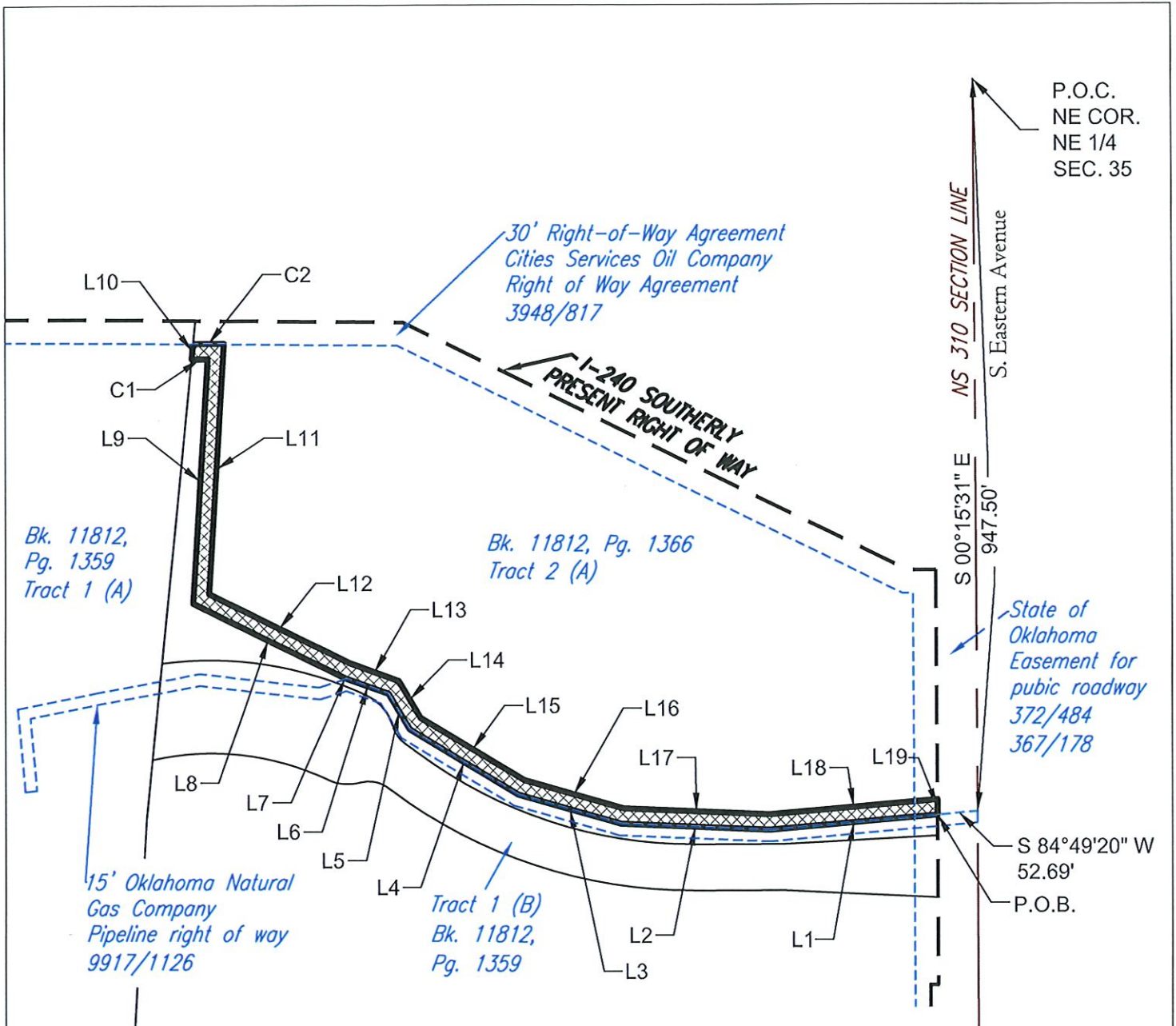
07/19/2023

 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 07/19/2023
	CEC PROJECT #: 230564
	OIA MUNICIPAL
	PARCEL 1
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

ATTACHMENT "A"

PARCEL NO. 1

PAGE 2 OF 4

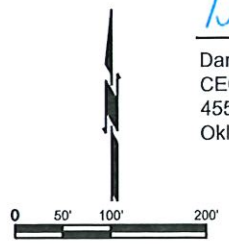
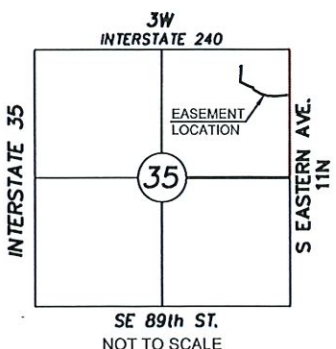


SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.

Darren M. Smith

Darren M. Smith, PLS No. 1552
 CEC Corporation
 4555 W. Memorial Rd.
 Oklahoma City, OK 73142



BASIS OF BEARING
 Note: Bearings Are Based On Oklahoma State Plane System, NAD83/2011, North Zone.

CEC
 4555 W. MEMORIAL ROAD
 OKLAHOMA CITY, OK 73142
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ATTACHMENT "A"

PARCEL NO. 1


PAGE 3 OF 4

PARCEL NO. 1

Sanitary Sewer Easement

<i>Curve Table</i>					
<i>Curve #</i>	<i>Length</i>	<i>Radius</i>	<i>Delta</i>	<i>Chord Direction</i>	<i>Chord Length</i>
<i>C1</i>	20.97'	57045.80'	00°01'16"	N 89°32'10" W	20.97'
<i>C2</i>	40.23'	57065.80'	00°02'25"	S 89°31'28" E	40.23'

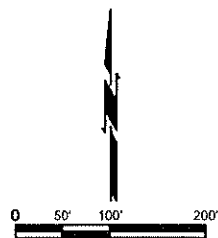
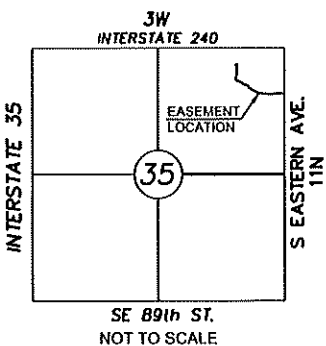
<i>Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
<i>L1</i>	218.47'	S 84°49'20" W
<i>L2</i>	193.63'	N 87°41'40" W
<i>L3</i>	140.12'	N 74°16'00" W
<i>L4</i>	165.13'	N 59°03'20" W
<i>L5</i>	53.78'	N 31°07'00" W
<i>L6</i>	57.20'	N 70°01'40" W
<i>L7</i>	3.95'	N 70°01'40" W
<i>L8</i>	217.35'	N 63°47'23" W
<i>L9</i>	317.48'	N 03°30'01" E
<i>L10</i>	20.08'	N 05°40'45" E
<i>L11</i>	325.25'	S 03°30'01" W
<i>L12</i>	202.95'	S 63°47'23" E
<i>L13</i>	67.12'	S 70°01'40" E
<i>L14</i>	55.87'	S 31°07'00" E
<i>L15</i>	157.49'	S 59°03'20" E
<i>L16</i>	135.09'	S 74°16'00" E
<i>L17</i>	189.96'	S 87°41'40" E
<i>L18</i>	218.87'	N 84°49'20" E
<i>L19</i>	20.07'	S 00°17'21" E

 CEC 4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753.4200 CA #32 EXP. 06-30-24	DATE: 07/19/2023
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BASIS OF BEARING

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4555 W. MEMORIAL ROAD
 OKLAHOMA CITY, OK 73142
 (405) 753.4200
 CA #32 EXP. 06-30-24

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OIA MUNICIPAL
PARCEL 1
SANITARY SEWER EASEMENT ATTACHMENT "A"
PROJECT NO. _____

SC-1113
PARCEL NO. 2

Sanitary Sewer Easement

A Sanitary Sewer Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West I.M. Oklahoma County, Oklahoma.

Commencing at the Northeast Corner of said Northeast Quarter;
thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 356.66 feet;
thence S 89°44'29" W a distance of 1019.20 feet to a point on the East line of a property described as "Tract 1 (A)" recorded in Book 11812, Page 1359 filed for record at the Oklahoma County Clerk's Office, said point being the Point of Beginning;
thence Westerly on the arc of a curve to the Left, with a radius of 57045.80 feet, an arc length of 131.49 feet, a central angel of 00°07'55", a chord bearing of N 89°36'45" W and a chord length of 131.49 feet;
thence N 00°28'28" E a distance of 20.00 feet to a point on the South line of a Cities Services Oil Company Right-of-Way Agreement recorded in Book 3948, Page 817;
thence on the South line of said Cities Services Oil Company Right-of-Way Agreement Easterly on the arc of a curve to Right, with a radius of 57065.80 feet, an arc length of 133.31 feet, a central angel of 00°08'02", a chord bearing of S 89°36'42" E and a chord length of 133.31 feet a point on the East line of said Property described as "Tract 1 (A)";
Thence S 05°40'45" W on the East line of said property a distance of 20.08 feet to the Point of Beginning.


Containing 0.061 Acres (2,647.94 Sq.Ft.) more or less.

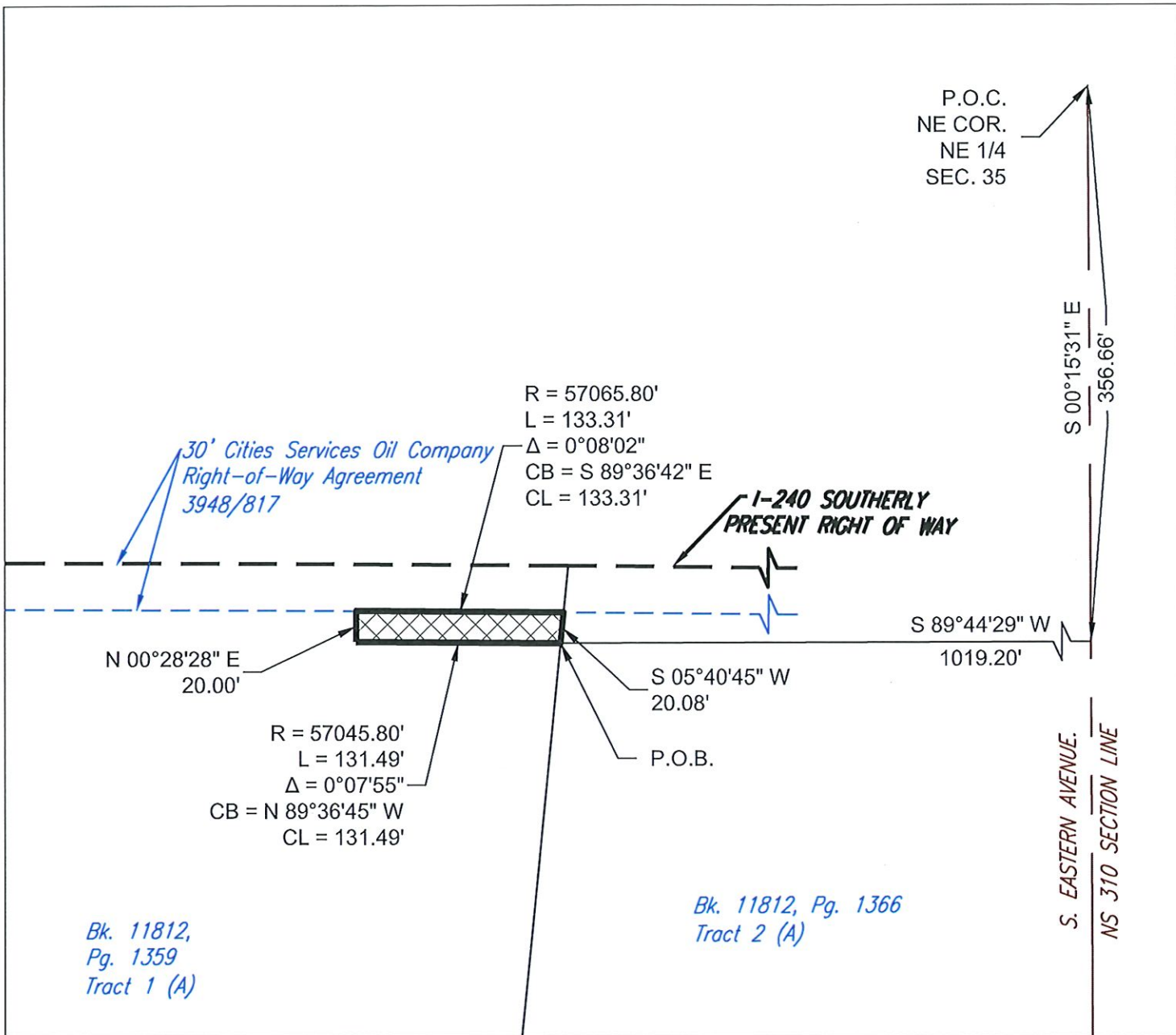
Basis of Bearing:

Grid North as established by Oklahoma State Plane System, NAD 83 (2011), North zone

This Description was prepared by:

Darren M. Smith, PLS #1552
CEC Corporation, CA #32
07-19-2023

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	PARCEL 2
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

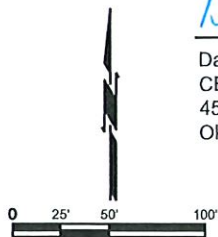
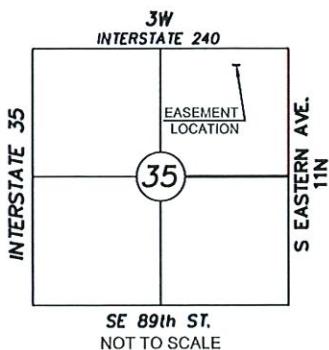


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Darren M. Smith, PLS No. 1552
 CEC Corporation
 4555 W. Memorial Rd.
 Oklahoma City, OK 73142



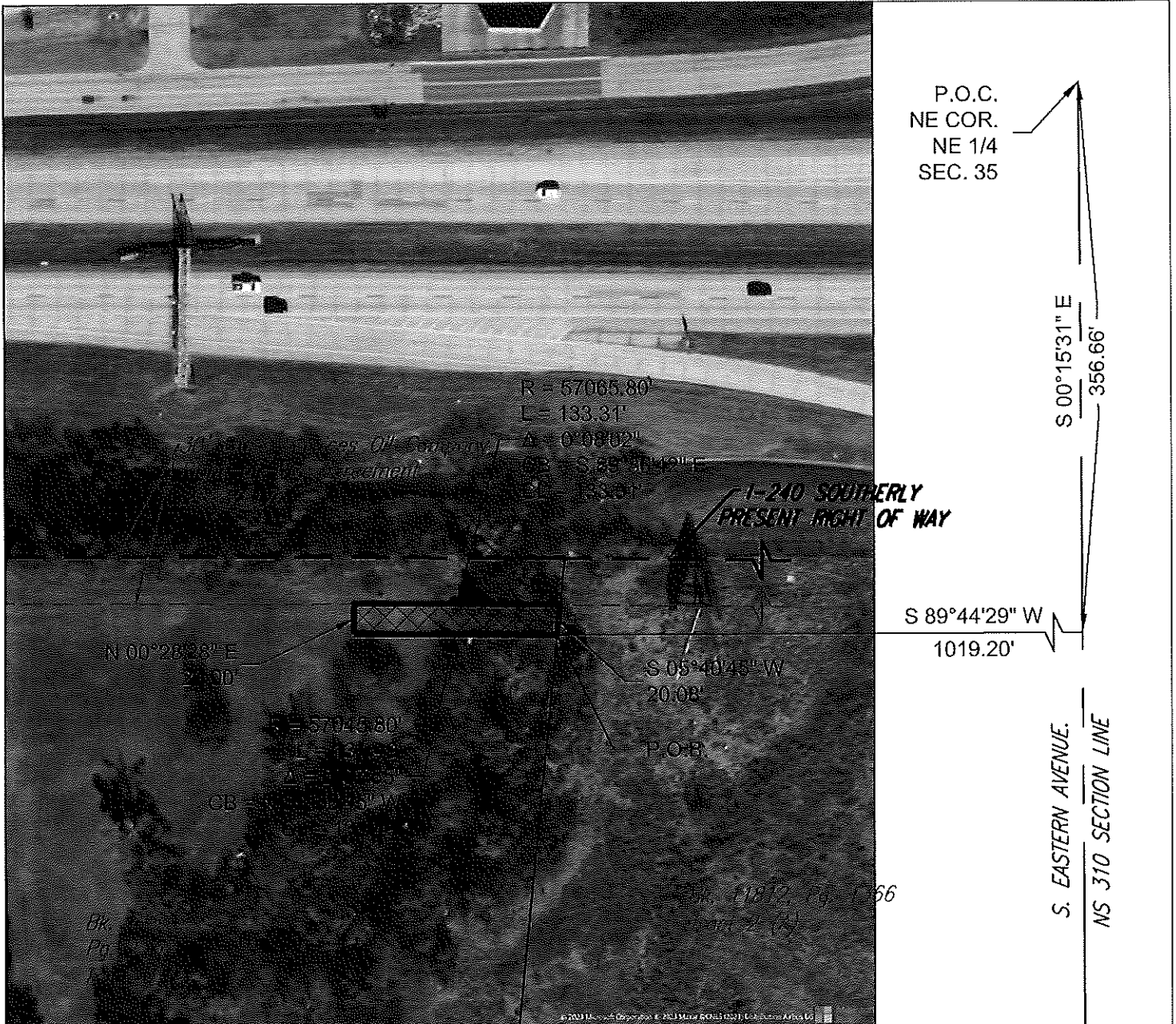
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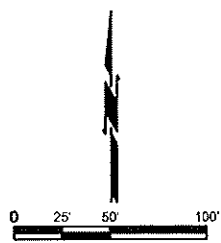
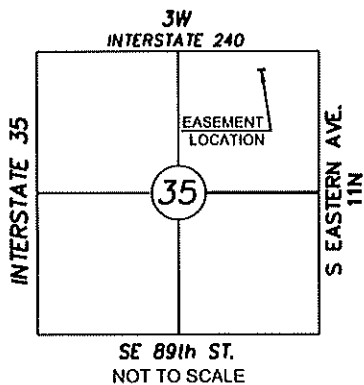
CEC
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DATE: 07/19/2023
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PARCEL 2
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	CEC PROJECT #: 230564
	OIA MUNICIPAL PARCEL 2
SANITARY SEWER EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

SC-1113
PARCEL NO. 1

Temporary Right of Way Easement

A Temporary Right of Way Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West I.M. Oklahoma County, Oklahoma.

Commencing at the Northeast Corner of said Northeast Quarter;
thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 341.70 feet;

thence S 90°00'00" W a distance of 966.90 feet to a point on the South line of a Cities Service Oil Company Right-of-Way Agreement recorded in Book 3948, Page 817, said point being the Point of Beginning;

thence S 03°30'01" W a distance of 329.96 feet to a point on a Northerly line of a proposed City of Oklahoma City Sanitary Sewer Easement;

thence N 63°47'23" W on a Northerly line of said proposed Sanitary Sewer Easement a distance of 10.84 feet;

thence N 03°30'01" E on an Easterly line of said proposed Sanitary Sewer Easement a distance of 325.25 feet to a point on the South line of said Cities Service Oil Company Right-of-Way Agreement;

thence on the South line of said Cities Service Oil Company Right-of-Way Agreement Easterly on a curve to the Right with a radius of 57065.80 feet, an arc length of 10.01 feet, a chord bearing of S 89°29'57" E, and a chord length of 10.01 feet to the Point of Beginning.


Containing 0.075 Acres (3276.05 Sq.Ft.) more or less.

Basis of Bearing:

Grid North as established by Oklahoma State Plane System, NAD 83 (2011), North zone

This Description was prepared by:

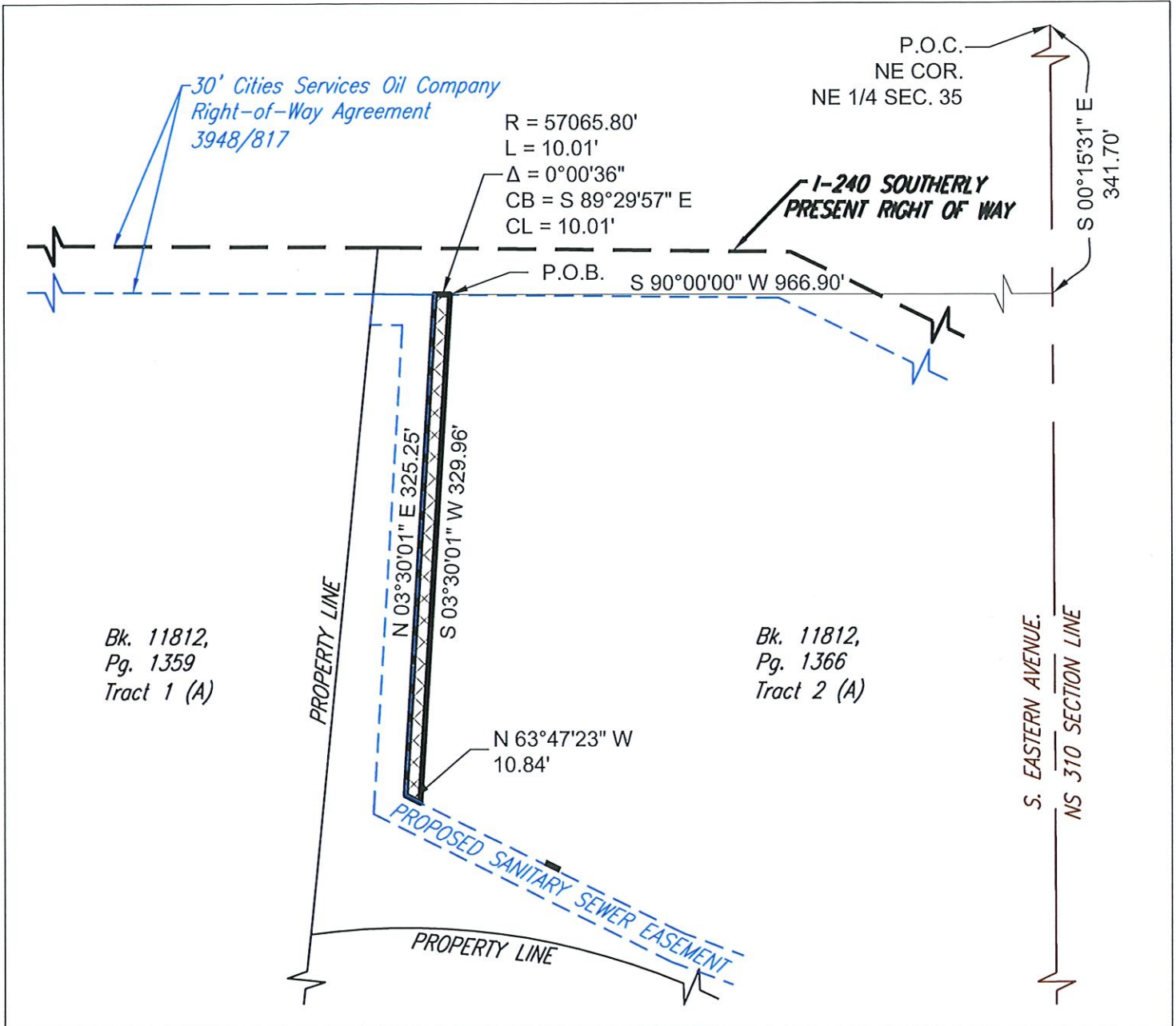
Darren M. Smith, PLS #1552
CEC Corporation, CA #32
08-31-2023

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	PARCEL 4
TEMPORARY ROW EASEMENT ATTACHMENT "A"	
PROJECT NO. _____	

ATTACHMENT "A"

PARCEL NO. 4

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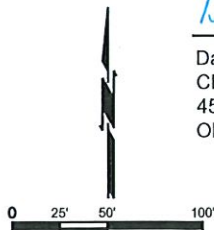
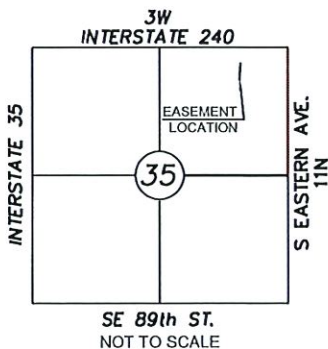


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Darren M. Smith

Darren M. Smith, PLS No. 1552
 CEC Corporation
 4555 W. Memorial Rd.
 Oklahoma City, OK 73142



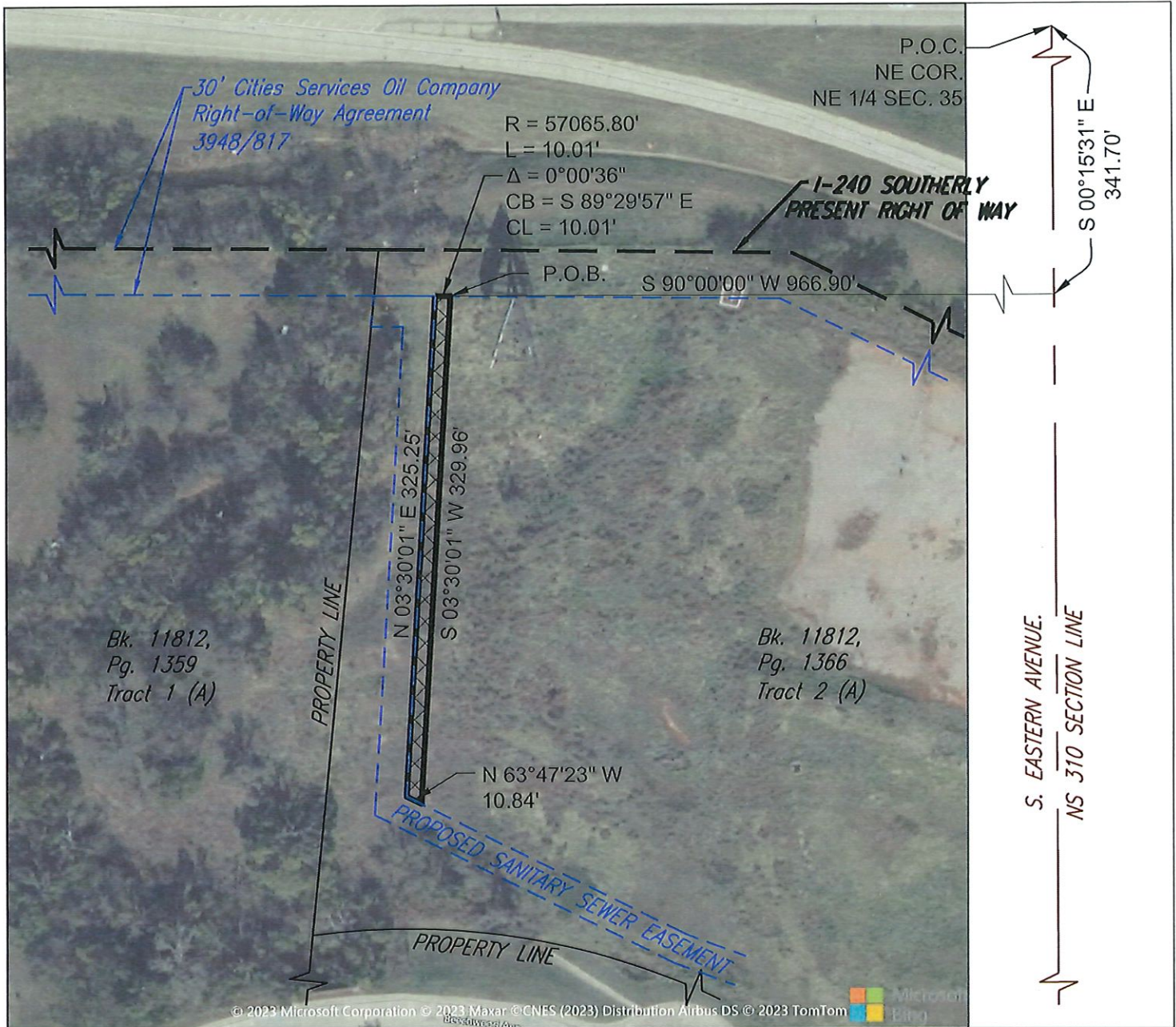
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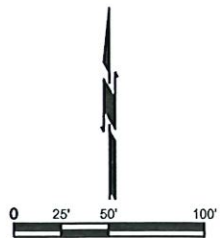
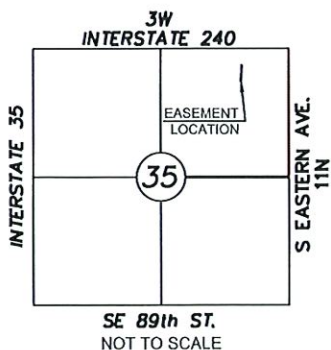
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