

LIFT STATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of September 2019, by and between the Norman Utilities Authority (hereinafter referred to as the "Authority") and SHAZ Investment Group, an Oklahoma limited liability company (hereinafter referred to as the "Developer").

1. WHEREAS, the Developer applying for the approval of developing and subdividing their property, which would otherwise be served by septic tanks or sewage lagoons maintained privately, and desires that their property be served by a lift station which would pump wastewater into the Authority's wastewater system; and
2. WHEREAS, this alternative, if approved by the Authority would require additional operation, maintenance, and replacement costs which are unique to the particular subdivision being served; and
3. WHEREAS, the Developer of the proposed Eagle Cliff South Section 7 subdivision requests that the subdivision be provided wastewater service through the existing Eagle Cliff South Lift Station pumping into the Authority's wastewater system; and
4. WHEREAS, the Developer requests that this alternative be approved as part of the platting process and that an administrative lift station fee be established for each lot in Eagle Cliff South Section 7 to provide for the operation, maintenance, and replacement of said lift station serving said subdivision; and
4. WHEREAS, the existing Eagle Cliff South Lift Station was constructed and placed into service in 2006 and is subject to a lift station fee pursuant to Contract K-0304-57 which requires that the lift station fee be established for all lots connecting to the lift station; and
5. WHEREAS, connecting to the existing Eagle Cliff South Lift Station and the servicing of Eagle Cliff South Section 7 by the lift station will be of great advantage to the property owners within the subdivision by reducing their costs for the installation, operation and maintenance of septic systems or privately maintained sewage lagoons.

BE IT THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO:

6. THAT the parties do establish an operation, maintenance, and replacement monthly lift station fee for the Eagle Cliff South Section 7 subdivision whose sanitary sewage will flow to the existing Eagle Cliff South Lift Station for the purpose of pumping wastewater into the City's wastewater system and that said monthly fee be billed each lot in all subdivisions served by the lift station by the City of Norman through the utility billing process. Said provisions shall be included in the restrictive covenants covering said subdivisions.
7. THAT the procedure for establishing said operation, maintenance, and replacement fee for each individual subdivision shall be as follows:
 - (a) The Developer shall cause a professional engineer registered in Oklahoma to prepare an Engineering Report detailing the proposed additional wastewater loading from Eagle Cliff South Section 7 subdivision along with any modifications required for the existing lift station, and submit said report to the Authority together with the preliminary plat. Prior to

Council consideration of the preliminary plat, the Utilities Engineer or his authorized representative, shall estimate the annual administrative fee (the Lift Station Fee) necessary to provide for the proper operation, maintenance and replacement (OM&R) of the Eagle Cliff South Lift Station, force main and associated appurtenances.

- (b) The Authority shall levy the Lift Station Fee upon all lots within the Eagle Cliff South Lift Station service area and this determination shall be made a condition of Council's preliminary plat approval.
- (c) Prior to Council consideration of any final plat utilizing the Eagle Cliff South Lift Station and force main, the Utilities Engineer or his authorized representative, shall update and adjust the Lift Station Fee as required by the amended lift station service area. The adjusted Lift Station Fee shall be filed of record as a restrictive covenant with said final plat all future final plats within the lift station service area.
- (d) The Lift Station Fee will be adjusted annually to account for inflation based on the rate of change in the United States Department of Labor's Consumer Price Index for All Urban Consumers for the month most recently published, as compared to the same month in the previous year, and may otherwise be adjusted if the Authority determines that changes to the lift station's service area boundaries necessitate said adjustment.
- (e) In the event a new lift station enlarges the service area of the existing Eagle Cliff South Lift Station and replaces said lift station, the Lift Station Fee applicable to all existing final plats may not increase as a result of new calculation. However, the Lift Station Fee applicable to all existing final plats (if any) may decrease to the amount of new Lift Station Fee calculation.
- (f) In the event the lift station is taken out of service and its wastewater subsequently flows by gravity to the wastewater treatment facility site, any applicable Lift Station Fee shall be discontinued upon filing of a notice by the Authority.
- (g) The Lift Station Fee shall be made a part of the City of Norman Utility bill for collection monthly and accounted for in the Wastewater Fund.
- (h) The estimated Lift Station Fee has been calculated and is attached hereto as Exhibit "A" and made a part hereof.
- (i) The proposed Eagle Cliff South Section 7 subdivision enlarging the Eagle Cliff South Lift Station service area is shown on Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Authority and Developer have executed this Agreement.

Norman Utilities Authority
201 West Gray
Norman, OK 73069

ATTEST:

By: _____
Breea Clark, Chairperson Secretary

APPROVED as to form and legality this 19 day of September, 2019

[Signature]
Authority Attorney

SHAZ Investment Group
2252 North Broadway Street
Moore, OK 73106

By: [Signature]
Jalal Farzaneh, Developer of Eagle Cliff South Section 7

Subscribed and sworn to before me this 12th day of September, 2019

[Signature]
Notary Public

My Commission Expires:

12-18-21

