

## NEW JOINT PARK OPERATING AGREEMENT

THIS AGREEMENT made and entered into on this 30th day of November, 2005, by and between The River Bend Estate Home Owners Association, Inc., an Oklahoma non-profit corporation, hereinafter called "First Party", and The Meadows Home Owners Association, Inc., an Oklahoma non-profit corporation, hereinafter called "Second Party, and the Blackwood Farms at River Bend Home Owners Association, Inc., an Oklahoma non-profit corporation; hereinafter called "Third Party."

WITNESSETH, THAT:

WHEREAS, First Party is the legal entity created in connection with certain Owner's Certificate of Restrictions covering River Bend Estates, Section 2, Section 3, and Section 4, recorded in Book 6256, Page 992, Book 6476, Page 631, and Book 6586, Page 2194, of the Public Records of Oklahoma County, and for subsequent sections to be filed relating to the plats of River Bend Estates, Section 2, recorded in Book 54, Page 21, River Bend Estates, Section 3, recorded in Book 55, Page 77, and River Bend Estates, Section 4, recorded in Book 55, Page 21, of the Public Records of Oklahoma County, Oklahoma; and

WHEREAS, Second Party is the legal entity created in connection with Owner's Certificate of Restrictions of The Meadows at River Bend, Section 1, and subsequent sections to be filed, recorded in Book 6543, Page 1613, relating to the plat of The Meadows at River Bend, Section 1, recorded in Book 55, Page 23, of the Public Records of Oklahoma County, Oklahoma; and

WHEREAS, Third Party is the legal entity created in connection with Owner's Certificate of Restrictions of Blackwood Farms at River Bend, Section 1, and subsequent sections to be filed, recorded in Book 9925, Page 1087-1096, relating to the Plat of Blackwood Farms at River Bend, Section 1, recorded in Book 63, Page 17, of the Public Records of Oklahoma County, Oklahoma; and

WHEREAS, the Owner's Certificate of Restrictions for River Bend Estates, Sections 2 through 10, provides, among other things, for First Party to enter into a lease agreement (revocable permit) with the Airport Trust or such other agency of the City of Oklahoma City as might be necessary to enable First Party to lease approximately forty (40) acres located in the Southeast Quarter of Section 6, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, for the purpose of developing a park to be used by the residents of River Bend Estates and residents of other communities who might be assigned an interest in said lease, subject to their contribution to the maintenance thereof, and to construct and maintain such park amenities, and to otherwise landscape and beautify the park in such a manner as might be agreed upon by the members of First Party or other communities, including Second Party and now Third Party; and

WHEREAS, pursuant to the above terms and provisions, First Party, on or about June 25, 1993, entered into a certain Revocable Permit, hereinafter called "Permit" with the Director of Airports of the City of Oklahoma City, which granted to First Party the privilege of using and altering a tract of approximately thirty-two (32) acres located in the Southeast Quarter of Section 6, Township 12 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, as a walking track, children's playground area, and sports practice field, in accordance with the terms and provisions of said Permit (a copy of said Revocable Permit is attached hereto marked Exhibit "A"); and

WHEREAS, on or about the 30th day of July, 1997, First Party and Second Party entered into a Joint Park Operating Agreement relating to said Permit and now desire to include Third Party by virtue of this Agreement which will replace the previous Agreement between First and Second Parties; and

WHEREAS, the Owner's Certificate of Restrictions relating to Second Party and Third Party hereinabove described authorized Second Party and Third Party to enter into an agreement with First Party relating to said Permit in order to enable the members of Second Party and Third Party to enjoy the use and benefit of said Permit for a park to be used by the members of First Party, Second Party, and Third Party, and for Second Party and Third Party to participate with First Party in the management and maintenance of said park amenities, and to otherwise participate in the landscaping and beautification of the park in such a manner as might be agreed upon by the members of First Party, Second Party and Third Party; and

WHEREAS, the Developer of River Bend Estates was LMN 120 Investment Limited Partnership and the Developer of The Meadows at River Bend was W. Ray Newman, Incorporated, which Developers each contributed to First and Second Party fifty percent (50%) of the cost of the initial development of said park; the Developer of Blackwood Farms at River Bend will be Newman Investments, L.L.C.; and

WHEREAS, First Party, Second Party and Third Party desire hereby to provide for the means of the continued management, maintenance, landscaping and beautification of said park under said Permit for the mutual use and benefit of the members of the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties do hereby mutually covenant and agree as follows:

1. The Whereas clauses hereof shall be deemed contractual in character and not mere recitals.

2. Subject to the terms and provisions of this agreement, First Party and Second Party do hereby transfer to Third Party a co-equal interest in said Permit, subject however to the express consent of the Grantor of said Permit.

3. In order to implement the terms and provisions of said Permit, the parties hereto agree to form and maintain during the terms of said Permit a committee to be known as the "Park Operating Committee" hereinafter referred to as the said Committee. Said Committee to be

composed of twelve (12) members, four (4) of which shall be designated by the Board of Directors of First Party, one of which shall be the President of First Party, four (4) designated by the Board of Directors of Second Party, one of which shall be the President of Second Party, and four (4) designated by the Board of Directors of Third Party, one of which shall be President of Third Party. The Chairperson of said Committee shall be selected by the twelve members designated by First Party, Second Party and Third Party, and shall serve as Chairperson of said Committee. In order to serve as a member of said Committee, the person so designated or selected must be associated with the Developer of Blackwood Farms at River Bend, or be a resident property owner within any of the three (3) developments. The initial terms of each of the members designated or selected by either First Party, Second Party or Third Party except the President shall be one (1), two (2), and three (3) years. After the expiration of the initial terms, each member's term shall be three (3) years. The term of the Chairperson selected by the twelve members designated by First Party, Second Party and Third Party shall be one (1) year, and such member shall initially be selected from a representative of First Party. Thereafter the selected representative of said Committee shall rotate among a representative of First Party, Second Party and Third Party. It being the intention of the parties hereto that Chairperson of said Committee shall rotate annually among a representative of First Party, Second Party and Third Party. In case of a vacancy for any reason on the Committee, the party who appointed the vacated membership or in the case of the Chairperson, the Committee members, may appoint a successor to serve the unexpired term. All terms will expire on December 31 in the year in which their term ends.

4. Upon the selection of said Committee, the members of said Committee shall select and designate from the members of said Committee who shall be resident members, a Secretary who shall be responsible for issuing written notices of all Committee meetings and for recording minutes of all Committee meetings and a Treasurer who shall receive and deposit in appropriate bank accounts all monies of the Committee and shall disburse such funds as directed by the Committee, sign all checks; keep proper books of account; and, if requested by any member, shall cause an annual examination of the Committee Books to be made by three members of the First Party, Second Party, and Third Party or any combination of said Parties, at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to it's Committee Members, and to the Board of Directors of the First Party, Second Party, and the Third Party. The Committee shall meet not less than quarterly but may meet more often if necessary or upon written request of not less than three (3) Committee members. The Park Operating Committee will submit an annual budget which will ensure the adequate maintenance of said amenities and landscaping, which annual budget shall include a provision for the purchase of liability insurance to indemnify First Party, Second Party and Third Party and their members from any and all liability rising from the operation and maintenance of said park and under the indemnification provisions in favor of the Trustees of the Oklahoma City Airport Trust, the City of Oklahoma City, their officers, employees, and agents, and the payment of the annual permit rental, as provided in said Permit. The above annual budget shall be approved by each Party's Board of Directors.

5. First Party, Second Party, and Third Party each agree to forthwith contribute annually, in advance, their allocated portion of the money necessary in order to provide the cash required to fund said annual budget. The allocation of the contribution among First Party,

Second Party and Third Party shall be based upon the following formula: Annual budget divided by the total number of dues-paying members of all three (3) parties as of January 1<sup>st</sup> of each calendar year, multiplied by the number of dues-paying members of each party. Further, in the event any said annual budget should be underestimated resulting in insufficient funds being available to maintain the amenities and landscaping of said park, then in that event First Party, Second Party and Third Party each agree to contribute their allocated portion of such additional amounts as may be necessary to ensure the adequate maintenance of said amenities and landscaping. Notwithstanding anything hereinabove contained, Third Party will not be required to contribute any money hereunder until such time as their dues-paying members are able to fully fund the maintenance costs of the common areas within Third Party's Addition and have surplus funds to pay their share. Pending being able to pay their share, Third Party shall be entitled to have an advisory member on the Committee.

6. First Party, Second Party, and Third Party shall prepare, in writing, rules and regulations relating to the use of said park by their members, which rules and regulations shall provide, among other things, for the exclusion of the use of said park by members of said party in the event any party should fail to contribute and pay all or any portion of its share of the annual cost of maintaining the same at any time during the term of this Agreement or for the exclusion of any individual member of First, Second or Third Party who doesn't pay their Association dues.

7. In the event said Permit should be terminated by the Director of Airports, the Trustees of the Oklahoma City Airport Trust, or the City of Oklahoma City, then in that event this agreement shall terminate unless a similar permit be granted to either First Party, Second Party, or Third Party, or to First Party, Second Party and Third Party jointly, in which event this Agreement shall continue in full force and effect until any subsequent permit be terminated.

8. Should First Party elect to terminate said Permit upon thirty (30) days written notice to the Director of Airports as provided in said Permit, then in that event Second Party and/or Third Party are hereby granted the option to apply for a similar permit through the Director of Airports but shall not be obligated to do so.

9. Should either First Party, Second Party, or Third Party breach this Agreement by excluding another party and its members from use of the park (except for non-payment of annual maintenance costs) then in that event the non-breaching party shall be entitled to recover from the breaching party a sum equal to 300% of the initial contribution made by the non-breaching party for the cost of the initial amenities and landscaping together with reasonable attorney fees and costs. The Developer who originally contributed the initial cost shall be reimbursed for such cost from any sum so recovered. The excess, if any, shall be retained by the non-breaching party.

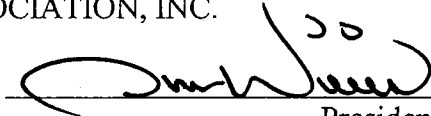
10. The Committee shall not have the authority to authorize the construction of additional park amenities without the prior written consent of the Board of Directors of First, Second and Third Parties which consent shall not be given unless sufficient surplus funds are available to the Parties to construct such additional amenities without requiring a special assessment to the members of First, Second and Third Party. Should surplus funds not be

available, then in that event additional park amenities cannot be approved without the written consent of a majority of the members of First, Second and Third Parties. The Committee shall have the authority to authorize additional landscaping of said park, with the written consent of the Board of Directors of First, Second and Third Parties, or, in lieu of such consent, the Committee may authorize additional landscaping within its annual budget so that funds will be available prior to the landscaping costs being incurred.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first hereinabove written.

THE RIVER BEND ESTATES HOME OWNERS  
ASSOCIATION, INC.

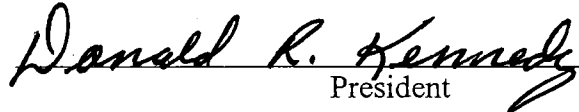
BY:

  
\_\_\_\_\_  
President

“FIRST PARTY”

THE MEADOWS HOME OWNERS  
ASSOCIATION, INC.

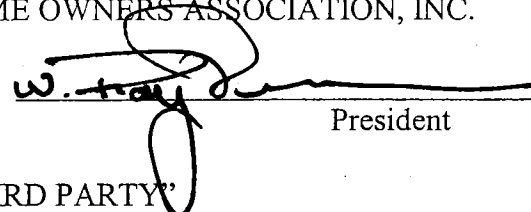
BY:

  
\_\_\_\_\_  
President

“SECOND PARTY”

THE BLACKWOOD FARMS AT RIVER BEND  
HOME OWNERS ASSOCIATION, INC.

BY:

  
\_\_\_\_\_  
President

“THIRD PARTY”

STATE OF OKLAHOMA )  
 )  
COUNTY OF OKLAHOMA )

SS:

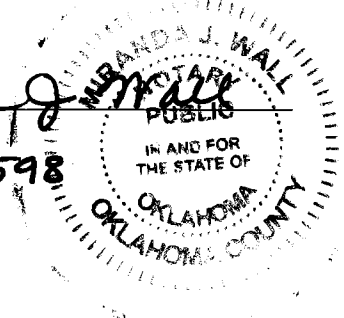
The foregoing instrument was acknowledged before me this 30th day of November, 2005, by Don Willis, President of River Bend Estates Home Owners Association, Inc., a non-profit corporation, on behalf of the corporation.

My Commission expires:

2-25-2007

Miranda J. Wall  
NOTARY PUBLIC

03002598



STATE OF OKLAHOMA )  
 )  
COUNTY OF OKLAHOMA )

SS:

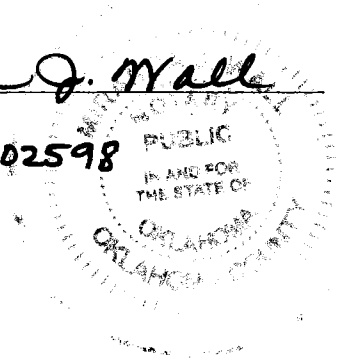
The foregoing instrument was acknowledged before me this 30th day of November, 2005, by Donald R. Kennedy, President of The Meadows Home Owners Association, Inc., a non-profit corporation, on behalf of the corporation.

My Commission expires:

2-25-2007

Miranda J. Wall  
NOTARY PUBLIC

03002598



STATE OF OKLAHOMA )  
 )  
COUNTY OF OKLAHOMA )

SS:

The foregoing instrument was acknowledged before me this 30th day of November, 2005, by W. Ray Newman, President of The Blackwood Farms at River Bend Home Owners Association, Inc., a non-profit corporation, on behalf of the corporation.

My Commission expires:

2-25-2007

Miranda J. Wall  
NOTARY PUBLIC

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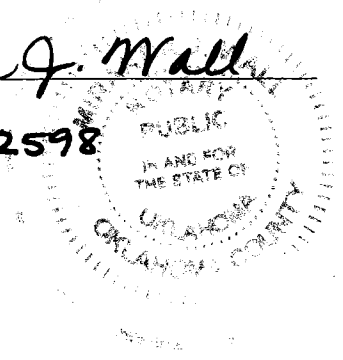


EXHIBIT "A"

REVOCABLE PERMIT

WHEREAS, the Trustees of the Oklahoma City Airport Trust lease and operate a municipal airport, more commonly known as Wiley Post Airport (hereinafter referred to as "Airport"), located in Oklahoma County; and

WHEREAS, THE RIVER BEND ESTATES HOME OWNERS ASSOCIATION, INC., hereinafter referred to as PERMITTEE, has requested to alter a certain 32 acres of land located as said Airport, said premises being located under the approach to Runway 13-31 as more specifically identified hereunder, for its use as a walking track, children's playground area and sports practice fields; and

WHEREAS, the River Bend Estates Home Owners Association, Inc. desires permission to use water from said 32 acres for use on the 32 acres and on certain adjacent property, and

WHEREAS, inasmuch as said premises are located under the approach to Runway 13-31, the use of said premises is limited due to Federal regulations which prohibits the installation of permanent and/or rigid structures, including but not limited to lighting, on said premises.

NOW, THEREFORE, the Director of Airports, acting pursuant to the power and authorities vested in him under the Ordinances of The City of Oklahoma City hereby grants to The River Bend Estates Home Owners Association, Inc., P.O. Box 32205, Oklahoma City, Oklahoma 73123, the privilege of using and altering said premises as a walking track, children's playground area and sports practice fields, and to use water therefrom in accordance with the following terms and conditions, which terms and conditions are recognized by PERMITTEE to be necessary to ensure the continued safe and functional operation and management of the Airport property for the primary public purpose to which said property has been dedicated, to wit:

1. This Permit shall commence upon the date of execution and shall remain in effect until cancelled as hereinafter set forth.
2. This Revocable Permit shall be subject to PERMITTEE'S strict compliance with all the terms, conditions, and covenants to be

performed by the "PERMITTEE" under and pursuant to the standard Airport Use Agreement, attached hereto as Exhibit "B," and in strict compliance with the terms and provisions of this Permit.

3. This Permit hereby grants to PERMITTEE the privilege to keep and maintain, as well as use and occupy certain premises, more specifically described on Exhibit "A," which is attached hereto and made a part hereof, for the sole purpose of a walking track, children's playground area and sports practice fields for the purposes and amounts as shown on Exhibit C. PERMITTEE shall be granted the privilege of planting, maintaining and, if required by the Director of Airports, removing certain trees; provided, however, the specific type(s), number and location of said trees shall be planted only upon express prior written permission of the Director of Airports. PERMITTEE shall, at its own cost and expense, install and maintain light gauge perimeter fences, where none are present, with signs which read "Property of The City of Oklahoma City Used and Occupied by The River Bend Estates Home Owners Association, Inc., Under Revocable Permit, No Trespassing," spaced every 100 feet on said fence, and maintain weeds and grass at a maximum height of ten inches. Additionally, PERMITTEE, at its option, shall, in accordance with the terms of the standard Airport Use Agreement attached hereto as Exhibit "B," be granted the privilege of drilling, constructing, maintaining and removing a water well for the purposes shown on the attached Exhibit "C." It is understood and agreed by the PERMITTEE that any other use or modification of the said premises shall be permitted only upon prior written permission by the Director of Airports. Further, PERMITTEE understands and agrees that no permanent or rigid structures, including but not limited to lighting, shall be constructed, installed or permitted on said premises other than the 20' x 24' maintenance and restroom building as depicted on the attached Exhibit D. Said building is to be located in the area <sup>EAST-WELL</sup> west of the parking lot as shown on the



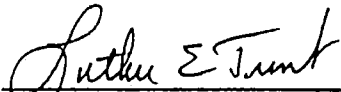
attached Exhibit E. Should PERMITTEE revoke this Permit, PERMITTEE may remove the building within thirty (30) days after revocation of the Permit. Should PERMITTEE fail to remove the building within the prescribed thirty (30) day period, title to the building shall be vested to the Oklahoma City Airport Trust or the Oklahoma City Airport Trust may cause said building to be removed at the sole expense of the PERMITTEE.

4. PERMITTEE hereby agrees to pay the Oklahoma City Airport Trust a fee in the amount of Nine Hundred Thirty Dollars (\$930) per year in accordance with Articles 2 and 3 of the standard Airport Use Agreement, which is attached hereto as Exhibit "B" and made a part hereof.
5. The revocable permission granted hereunder is not and shall never be construed as a contract or a lease agreement. Moreover, the permission hereby granted may be revoked by the Director of Airports at any time for any reason, and Permittee hereby agrees to release, to defend, to indemnify, and to save harmless the Director of Airports, the Trustees of the Oklahoma City Airport Trust, The City of Oklahoma City, their officers, employees and agents, from any and all claims of any nature whatsoever arising from or allegedly arising from or caused by the termination or expiration of the permission granted hereunder.
6. As a condition precedent to the exercise of the privilege granted hereunder, Permittee agrees to release, to defend, to indemnify, and to save harmless the Trustees of the Oklahoma City Airport Trust, The City of Oklahoma City, their officers, employees, and agents, from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons including, without limitation, property and officers, employees, members and agents of Permittee, the Trustees of the Oklahoma City Airport Trust and The City of Oklahoma City, and shall defend, indemnify, and save harmless the Trustees of the Oklahoma City Airport Trust, The City of Oklahoma City, their officers, employees, and agents, from any

and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, Permittee's operations conducted hereunder, or Permittee's use and occupancy of the premises or facilities or any portion of the Airport in connection therewith, and including acts and omissions of officers, employees, members and agents of Permittee. Provided, however, Permittee shall not release, defend, indemnify, or save harmless the Trustees of the Oklahoma City Airport Trust and The City of Oklahoma City, their officers, employees, and agents, from damages or injuries resulting from the sole negligence of the officers, agents, or employees of the Oklahoma City Airport Trust or The City of Oklahoma City.

7. Notwithstanding any of the above provisions, this Revocable Permit may be terminated by the Permittee upon 30 day written notice to the Director of Airports.

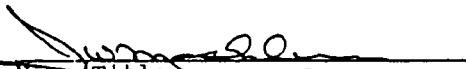
DATED this 21st day of February, 1996.

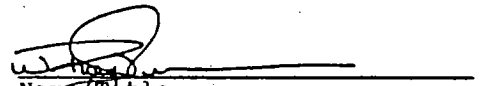
  
\_\_\_\_\_  
Director of Airports

The River Bend Estates Home Owners Association, Inc. states that it has read and is in agreement with the terms and provisions of the foregoing Revocable Permit and hereby agrees that it will be bound by and strictly comply with all terms and provisions as stated therein.

ATTEST: (SEAL)


THE RIVER BEND ESTATES HOME OWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
Name/Title Vice President

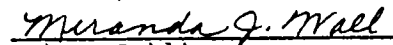
  
\_\_\_\_\_  
Name/Title PRESIDENT

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF OKLAHOMA )

W. RAY NEWMAN, of lawful age, being duly sworn, on oath states that (s)he is the agent authorized by The River Bend Estates Home Owners Association, Inc. to execute the foregoing document and that as such agent has the authority to bind The River Bend Estates Home Owners Association, Inc. to the terms and provisions thereof.

  
Name/Title PRESIDENT

Subscribed and sworn to before me this 13<sup>th</sup> day of February, 1996.

  
Notary Public

My Commission Expires:

February 25, 1999

APPROVED as to form and legality this 13<sup>th</sup> day of February, 1996.

  
Municipal Counselor

LEASE AREA= [stippled box] 32 Ac.

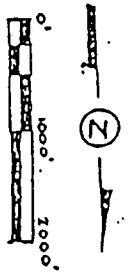
N.W. 50th. St.

N.W. 63rd St.

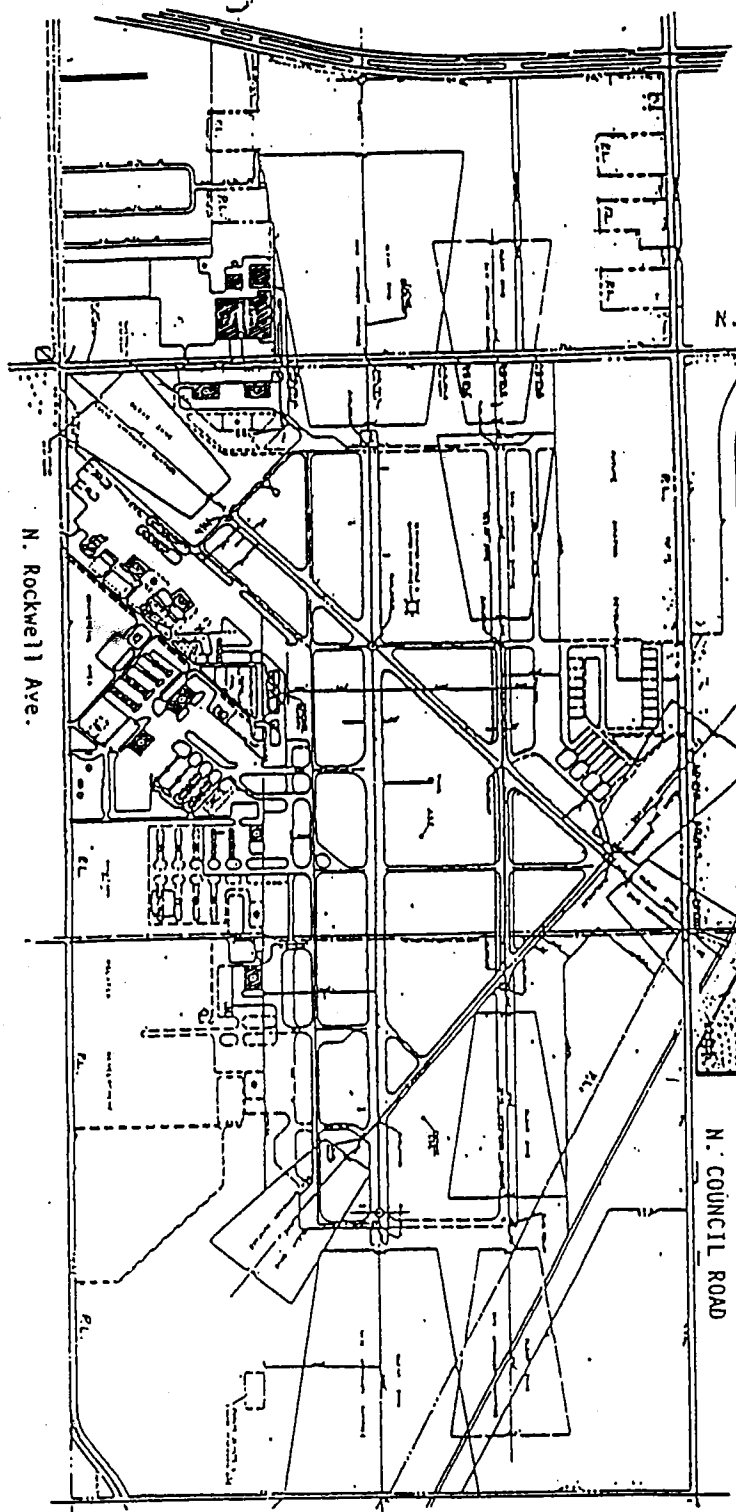
N. COUNCIL ROAD

N. Rockwell Ave.

WILEY POST AIRPORT  
OKLAHOMA CITY, OKLAHOMA



A parcel of land lying in the Southeast Quarter of the Southeast Quarter of Section 6, Township 12 North, Range 4 West of Oklahoma County, containing an estimated 32 acres, more or less.



THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the Trustees of the Oklahoma City Airport Trust, hereinafter referred to as AIRPORT, and \_\_\_\_\_, hereinafter referred to as PERMITTEE,

W I T N E S S E T H:

WHEREAS, AIRPORT leases and operates a municipal airport designated as Wiley Post Airport (sometimes hereinafter referred to as "Airport"), situated in Oklahoma County; and

WHEREAS, PERMITTEE has requested the use and occupancy of certain Airport premises as more specifically hereinafter set forth for specific, limited uses.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and agreements hereinafter set forth, AIRPORT and PERMITTEE agree as follows, to wit:

ARTICLE 1 - PREMISES

PERMITTEE is hereby granted the privilege of using the following tract of land described below, as hereinafter set forth:

A parcel of land lying in the Southeast Quarter of the Southeast Quarter of Section 6, Township 12 North, Range 4 West, Oklahoma County, containing an estimated 32 acres, more or less, more specifically described on Exhibit A, attached hereto and made a part hereof.

ARTICLE 2 - RENTALS

PERMITTEE shall pay to the AIRPORT for the use of said Airport premises, rental in the amount of \$\_\_\_\_\_ per year. Rental shall be paid in advance without further billing. In the event that the Airport or any other premises herein said are rendered untenable or unusable because of the condition thereof, there shall be reasonable and proportionate abatement of the rentals, fees, and charges provided for herein during the period that the same are untenable or unusable.

ARTICLE 3 - DELINQUENT RENTALS

It is hereby agreed by and between the AIRPORT and PERMITTEE that should PERMITTEE fail, for any reason whatsoever, to make timely remittance of the rentals as required under any of the provisions

hereof, then the outstanding balance of such delinquency shall earn interest at the rate of one and one-half (1-1/2) percent per month; moreover, said interest shall be considered additional rental for the use of said premises and shall become due and payable on or before the twenty-fifth (25th) day of each month.

ARTICLE 4 - PERMITTEE'S USE AND OCCUPATION OF SAID PREMISES

PERMITTEE shall be permitted to alter the said premises solely for \_\_\_\_\_ . As consideration for this privilege, PERMITTEE agrees to provide and is hereby obligated to maintain and operate the said premises in accordance with the terms and conditions set forth herein. Any other use or modification of the said premises shall be permitted only upon prior written approval by the AIRPORT.

The PERMITTEE has examined the said premises and has accepted them in their present condition, and except as may be otherwise expressly provided herein, AIRPORT makes no agreement whatsoever to make improvements, alterations, or repairs to the said premises. AIRPORT shall not be liable for acts of injury or damage that may arise on said premises or may occur during the PERMITTEE'S use and occupancy to persons or property.

PERMITTEE shall keep and maintain, as well as use and occupy, the said premises and every other improvement at any time thereon, in conformity to and in compliance with all the orders, ordinances, rules, and regulations of all federal, state, and city authorities having jurisdiction thereof, and the statutes and laws of the State of Oklahoma and the United States and of any lawful authority applicable to or affecting the same.

PERMITTEE will not use, commit, permit or suffer any violation of such ordinances, rules, regulations, statutes, or laws, and will defend, protect, indemnify and forever save and keep harmless the AIRPORT and The City of Oklahoma City from and against any penalty, fine, damage, expense, or charge imposed, assessed, or incurred for any violation or breach of any such ordinance, regulation, rules, statutes, or laws occasioned by the act, neglect or omission of the PERMITTEE or by any occupant of said demised premises. Further, PERMITTEE will also defend, protect, and indemnify and forever save and keep harmless the Director

of Airports, the Oklahoma City Airport Trust and The City of Oklahoma City from and against any loss, cost, damage, and expense, including by way of illustration and not limitation, all reasonable attorney and counsel fees, occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations of this Agreement, or arising out of any accident, wrongdoing, or other injury or damage whatsoever, happening or done in or on said demised premises, or due directly or indirectly to the construction, use, occupation, or intrusion on or about said premises, or in front or around thereof, adjoining the same, by the tenant or any person or persons occupying, holding, or claiming by, through or under it.

ARTICLE 5 - SPECIAL REQUIREMENTS AND RESTRICTIONS

PERMITTEE shall not conduct or permit to be conducted any commercial business, activities or enterprise within or adjacent to the facilities.

PERMITTEE shall not conduct any sales to the public, whether wholesale or retail from the said premises, in any manner prohibited by 60 O.S.A., Sections 178.4 through 178.6.

ARTICLE 6 - PERMITTEE'S CONSTRUCTION ON THE PREMISES

PERMITTEE agrees not to construct, install, alter, or modify any improvement on the said premises without prior written approval of the AIRPORT, such approval not to be unreasonably withheld but may be contingent upon approval by AIRPORT, or its authorized representative, of plans and specifications for the proposed project as well as other conditions considered by AIRPORT, or its authorized representative, to be necessary.

ARTICLE 7 - PREVIOUS AND/OR FUTURE CONSTRUCTION AT PERMITTEE'S  
SOLE EXPENSE

PERMITTEE agrees that any and all construction on the said premises shall be at its own cost and expense, in accordance with the plans and specifications approved by the AIRPORT, or its authorized representative. PERMITTEE will pay for all labor performed and material furnished in or about such erection, repairs, alterations, or improvements, and keep said premises and improvements thereon at all times free and clear of all liens for labor or for materials furnished

in and about such erection, repairs, alterations, or improvements, and will defend at its own cost and expense each and every lien, and will indemnify and save harmless the AIRPORT and The City of Oklahoma City from all and every claim and action on account of such claim, lien, or judgment arising out of or connected with such act or omission of the PERMITTEE, its successors or assigns, or any of its agents, employees, or contractors, on such erection, repairs, alterations, or improvements.

ARTICLE 8 - MAINTENANCE AND REPAIR TO BE AT PERMITTEE'S EXPENSE

PERMITTEE agrees and covenants that it will, at its own expense, keep and maintain the said premises and every improvement which may at any time be situated thereon during the term of this Agreement, and all appurtenances thereunto belonging or appertaining thereto in good and substantial repair, and in a safe, clean, sightly, and healthful condition, and shall not permit the accumulation of any trash, ashes or debris on the premises of the Airport. If said premises or improvements thereon are not kept in good repair and in a clean, sightly, and healthful condition by PERMITTEE, as aforesaid, then, as an alternative to termination of this Agreement under the provisions of Articles 16 or 17 herein, the AIRPORT, after giving thirty (30) days' written notice to PERMITTEE (during which period PERMITTEE may abate or correct the omission or objection so set forth in AIRPORT'S notice), may thereupon correct such omission or objection by entering the same itself or by its agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of the premises by the PERMITTEE, and the AIRPORT may cause the said premises to be placed in a state of good repair or in a clean, sightly, and healthful condition; and the PERMITTEE agrees to pay the AIRPORT the expenses of the AIRPORT incurred in the above connection as additional rent within thirty (30) days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the AIRPORT. PERMITTEE agrees that at all times it will maintain any unused portion of the premises in a presentable manner at its own cost and expense.

Unless otherwise agreed in writing by the parties hereto, PERMITTEE shall never use the said premises for any purpose other than that which is defined in Article 4 above.



ARTICLE 9 - UTILITIES TO BE FURNISHED BY PERMITTEE

The AIRPORT shall not be required to furnish any service to the said premises, including, by way of example but not of limitation, heat, water, and power, unless otherwise agreed in writing between the parties. Neither the AIRPORT nor The City of Oklahoma City shall be liable for any failure of water supply or electric current or of any service by any utility; likewise, neither the AIRPORT nor The City of Oklahoma City shall be liable for injury to persons (including wrongful death) or damage to property resulting from steam, gas, electricity, water, rain, or snow which may flow from any part of the said premises or from any pipes, appliances, or plumbing works, from the street or subsurface, or from any other place; or for interference with light or other easements of whatsoever nature, however caused. If applicable, the PERMITTEE shall make all its own arrangements with utility companies and shall pay all charges for steam, gas, electricity, water, light, heat, power, and other services used in or about said premises, and shall defend and indemnify the AIRPORT and The City of Oklahoma City against any and all liability on such account.

ARTICLE 10 - MISCELLANEOUS COVENANTS

- A. PERMITTEE shall not commit or permit waste to the said premises during the term hereof. Further, PERMITTEE shall keep the premises clean, neat, and orderly at all times and shall not permit the accumulation of any trash, debris, garbage, or other refuse on the premises. PERMITTEE shall provide, at its own expense, complete and proper arrangements for the sanitary handling of all trash, debris, garbage, or refuse on the said premises and shall remove all such refuse to a disposal site located off the premises of the Airport.
- B. PERMITTEE shall observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations, and standard rules applicable to PERMITTEE or its use of the said premises, including, by way of example but not of limitation, all general rules and regulations promulgated from time to time by the Director of Airports of The City of Oklahoma City in connection with the administration of the Airport.

- C. PERMITTEE shall not erect, maintain, or display any signs or other advertising at or on the said premises without first obtaining the written approval of Director of Airports.
- D. PERMITTEE hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against AIRPORT and The City of Oklahoma City for any kind of damages which result from noise or sound shock - waves due to aircraft use of said Airport's facilities.
- E. PERMITTEE agrees to pay all taxes, assessments, or public charges, or, in lieu of taxes, special assessments, if any, now or hereafter levied or assessed (i) upon the said premises, (ii) upon property owned or possessed by PERMITTEE and situated on said premises, or (iii) upon PERMITTEE'S interest in or use of said premises. PERMITTEE shall defend, indemnify, and save AIRPORT and The City of Oklahoma City harmless from any claims or liens in connection with such taxes, public charges, or, in lieu of taxes, assessments.

ARTICLE 11 - AIRPORT'S RESERVED RIGHTS

- A. AIRPORT reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent PERMITTEE from erecting or permitting to be erected, any structure on the Airport which, in the opinion of AIRPORT, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- B. During the time of war or national emergency declared by Congress, AIRPORT shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.
- C. Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between AIRPORT and the United States, relative to the operation or maintenance of the Airport, the terms and

execution of which has been or may be required as a condition precedent to the expenditure or reimbursement to AIRPORT of Federal funds for the development of the Airport.

D. AIRPORT, through its duly authorized agent, shall have the full and unrestricted right to enter the said premises and the right to enter any and all structures upon said premises at all reasonable hours for the purpose of inspecting the same.

ARTICLE 12 - NONINTERFERENCE WITH OPERATION OF AIRPORT

PERMITTEE covenants and agrees that it will not allow any condition on the said premises, nor permit the conduct of any activity on such premises, which shall materially or adversely affect the development, improvement, operation or maintenance of the Airport or its facilities; nor will PERMITTEE use or permit the said premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the said premises, or on any part thereof, then, as an alternative to termination of this Agreement under the provisions of Articles 16 and 17, the AIRPORT, after giving thirty (30) days' written notice to PERMITTEE, during which period PERMITTEE may abate or correct the omission or objection so set forth in AIRPORT'S notice, may thereupon correct such omission or objection by entering the said premises itself, or by its agents, servants, or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of premises by PERMITTEE, and the AIRPORT may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the PERMITTEE agrees to pay the AIRPORT the expenses of the AIRPORT incurred in the above connection as additional rent within thirty (30) days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the AIRPORT.

ARTICLE 13 - PERSONS AND PROPERTY ON SAID PREMISES AT RISK OF PERMITTEE

All persons and property of every kind which may be on said premises during the term hereof shall be at the sole risk of the PERMITTEE or those claiming under it and the AIRPORT shall not be liable to the PERMITTEE, or any person whatsoever, for any injury, loss, or

damage to any persons or property in or upon said premises, or upon the sidewalks and alleyways contiguous thereto. The PERMITTEE hereby covenants and agrees to assume all liability for or on account of any injury, loss, or damage above described and to defend and to save the AIRPORT and The City of Oklahoma City harmless therefrom.

ARTICLE 14 - DESTRUCTION OF PREMISES

In the event of damage or destruction or loss of the improvement or improvements by an insured risk, which damage, destruction or loss is not capable of being repaired within twelve (12) months, PERMITTEE shall have the option, exercisable by written notice given to the AIRPORT within sixty (60) days after the occurrence of such event, to terminate this Agreement if PERMITTEE shall not then be in default in performance of the covenants hereof; and such termination shall be effective only after PERMITTEE, at its own cost and expense, shall have removed the debris and leveled the site or sites of the damaged or destroyed structures and only after PERMITTEE shall pay over to AIRPORT all insurance proceeds received by it. In the event the PERMITTEE does not exercise the foregoing option to terminate this Agreement, or in the event said damage, destruction, or loss is capable of being repaired within twelve (12) months, this Agreement shall not terminate and the PERMITTEE shall promptly repair, replace, restore, or rebuild said improvements to the extent of the insurance proceeds received by it, as nearly as possible to the condition said improvements were in immediately prior to such damage, destruction, or loss, or with such changes or alternatives as may be approved by the AIRPORT.

ARTICLE 15 - INDEMNITY AND INSURANCE BY PERMITTEE

- A. Indemnity - PERMITTEE hereby agrees to release, to defend, to indemnify, and to save harmless the AIRPORT and The City of Oklahoma City, and its officers, agents and employees, (i) from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, as well as, (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever (including, without limiting the generality of the foregoing, Workers' Compensation), of or by anyone whomever; in matters resulting from, or arising out of, or alleged to have resulted from

or to have arisen out of, directly or indirectly, PERMITTEE'S operations or activities under or in connection with this Agreement, or PERMITTEE'S use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of PERMITTEE'S officers, employees, representatives, suppliers, invitees, contractors, members or agents. Provided, however, PERMITTEE shall not be liable for any loss occasioned by the sole negligence or wilful misconduct of the AIRPORT, The City of Oklahoma City, or their officers, agents, and employees. AIRPORT covenants to give PERMITTEE prompt notice of any claims. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of PERMITTEE hereunder.

B. Liability Insurance - PERMITTEE shall purchase, or cause to be purchased, and cause to be maintained in effect for the term of this Agreement with insurance carriers acceptable to AIRPORT the following:

- (1) Workers' Compensation Insurance as required by the Statutes of the State of Oklahoma, or adequate Employers' Liability Insurance; and
- (2) General Public Liability in the amount of not less than \$1,000,000 for any number of claims arising out of a single occurrence or accident, with a limit of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single accident or occurrence and with a limit of \$100,000 to any claimant for his claim for any other loss arising out of a single accident or occurrence.

Prior to the effectiveness of this Agreement, satisfactory proof of carriage of such insurance by way of a "Certificate of Insurance" must be submitted to AIRPORT showing the Oklahoma City Airport Trust and The City of Oklahoma City to be named as additional insured under the policies and also containing a provision that coverages afforded under the policies will not be materially altered or cancelled except upon at least ten (10) days' prior written notice given to the Oklahoma City Airport Trust. The

certificate shall also include coverage for PERMITTEE's contractual liability set forth in Article 15(A) entitled Indemnity.

ARTICLE 16 - TERMINATION

It is hereby agreed that either party reserves the right to terminate this Agreement upon 30 days' written notice to the other at any time and for any reason.

ARTICLE 17 - TERMINATION BY DEFAULT

In the event that PERMITTEE shall fail to perform, keep, and observe any of the terms, covenants, or conditions herein on the part of the PERMITTEE to be performed, kept, and observed, AIRPORT may give written notice to PERMITTEE to use diligence to correct such condition or default; and if PERMITTEE shall not commence and use diligence to correct such condition or default for five (5) days after receipt of such notice, AIRPORT may forthwith terminate this Agreement.

ARTICLE 18 - REMOVAL OF PERSONAL PROPERTY

It is mutually covenanted and agreed that all personal property owned and placed on the said premises by the PERMITTEE, other than the improvements initially constructed thereon by PERMITTEE and certain permanent equipment which may be installed thereon by PERMITTEE, may be removed by PERMITTEE at the termination or expiration of this Agreement, even though the same may be attached to the premises; provided, the PERMITTEE shall not then be in default in performance of the covenants hereof. The removal of any such property, as aforesaid, shall be effected and all damage caused to said premises by such removal shall be repaired by PERMITTEE within thirty (30) days after the termination or expiration of the Agreement. Should the PERMITTEE fail to remove said personal property within the prescribed thirty (30) day period, title to all such property shall vest in the AIRPORT and/or the AIRPORT may cause the removal of all or any portion of such property at the sole risk and expense of the PERMITTEE.

ARTICLE 19 - WAIVER OF STATUTORY NOTICE

In the event AIRPORT exercises its option to terminate this Agreement as set forth in Articles 16 or 17, any notice of termination given pursuant to the provisions of said Articles 16 and 17 hereof shall be sufficient to cancel and terminate this Agreement; and, upon such termination, PERMITTEE hereby agrees that it will forthwith surrender up

possession and occupancy of the premises to the Trustees of the Oklahoma City Airport Trust. In this connection, PERMITTEE hereby expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by AIRPORT under any provisions of the laws of the State of Oklahoma, including, but not limited to, notices required to be given under any section of Title 41 of the Oklahoma Statutes.

#### ARTICLE 20 - NONDISCRIMINATION

The PERMITTEE shall comply with all the following nondiscrimination provisions to the extent that PERMITTEE'S activities shall be subject to the same:

##### A. Nondiscrimination in Employment

The PERMITTEE agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, age or disability, as defined by the Americans With Disabilities Act 1990, Section 3 (2). The PERMITTEE shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans With Disabilities Act 1990, Section 3 (2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination and selection for training, including apprenticeship. The PERMITTEE hereby agrees to post, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this Article.

##### B. Facilities Nondiscrimination

1. PERMITTEE shall furnish its accommodations and/or services on fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the PERMITTEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.
2. PERMITTEE shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of sex, age, race, creed,

ancestry, color, national origin, or disability, as defined by the Americans With Disabilities Act 1990, Section 3 (2); provided, however, nothing herein shall require the furnishing to the general public of the use of any facilities or accommodations customarily furnished by PERMITTEE solely to its members, employees, customers, clients, guests, and invitees.

3. Noncompliance with Provisions 1 and 2 above shall constitute a material breach thereof and, in the event of such noncompliance, AIRPORT shall have the right to terminate this Agreement and the estate hereby created without liability therefor, or at the election of AIRPORT or the United States, either or both said Governments, shall have the right to judicially enforce said Provisions 1 and 2.
4. PERMITTEE agrees to insert the above in any leases, agreements, or contracts, etc. by which said PERMITTEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the said premises.

C. Affirmative Action Program

PERMITTEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person on the grounds of race, creed, color, national origin, ancestry, age, sex, or disability, as defined by the Americans With Disabilities Act 1990, Section 3 (2) be excluded from participation in any employment activities covered by 14 CFR Part 152, Subpart E. PERMITTEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. PERMITTEE assures that its covered suborganizations will give assurances to PERMITTEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.



ARTICLE 21 - HAZARDOUS MATERIALS

PERMITTEE covenants not to introduce any hazardous or toxic materials onto the "Airport" Property without (a) first obtaining AIRPORT'S written consent and (b) complying with all applicable federal, state and local laws or ordinances pertaining to the transportation, storage, use or disposal of such materials, including but not limited to obtaining proper permits.

PERMITTEE agrees (i) to notify the Director of Airports immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by the Director of Airports, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold the Oklahoma City Airport Trust and The City of Oklahoma City harmless from and against any claims, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive termination of this Agreement.

ARTICLE 22 - NOTICES, CONSENTS, AND APPROVALS

Notices or other communications to AIRPORT pursuant to the provisions hereof shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the Oklahoma City Airport Trust, Will Rogers World Airport, P.O. Box 59937, Oklahoma City, Oklahoma 73159; and notices or communications to PERMITTEE shall be sufficient if sent by mail, postage prepaid, or if hand delivered, to \_\_\_\_\_, or to such respective addresses as the parties may designate in writing from time to time.

ARTICLE 23 - ASSIGNMENT

The privileges granted PERMITTEE hereunder are personal and PERMITTEE agrees that it will not assign the same or any part hereof without the express consent of AIRPORT in writing.

RIVER BEND  
WATER STUDY

Water Needs:

The following is the estimated water needs for irrigation and make up water for the River Bend Lake and Neighborhood Park.

1. Park Irrigation:  
Approximately 35 Acres - plus planting 200 ± Trees
  - (A) 200 Trees @ 20 Gallons/Watering @ 36 Times/Year  
144,000 Gallons = 0.442 AF/YR
  - (B) 35 Acre Grass - to water 1/4" each time  
Up to 10 Applications/Year to start and maintain  
grass 35 x 1/4" x 10 2,376,000 Gallons = 7.292 AF/YR
- SUB TOTAL 2,520,000 Gallons = 7.734 AF/YR
  
2. Lake Makeup Water:
  - (A) Existing River Bend Lake (8 ± Acre Surface)  
July and August Net Evaporation without Runoff of 12"  
8 Acre x 12" 2,607,000 Gallons = 8.0 AF/YR
- TOTAL FOR EXISTING LAKE AND PARK 15,734 AF/YR

EXHIBIT "C"  
Revocable Permit  
River Bend Estates

20' X 24' MAINTENANCE AND REST ROOMS BUILDING

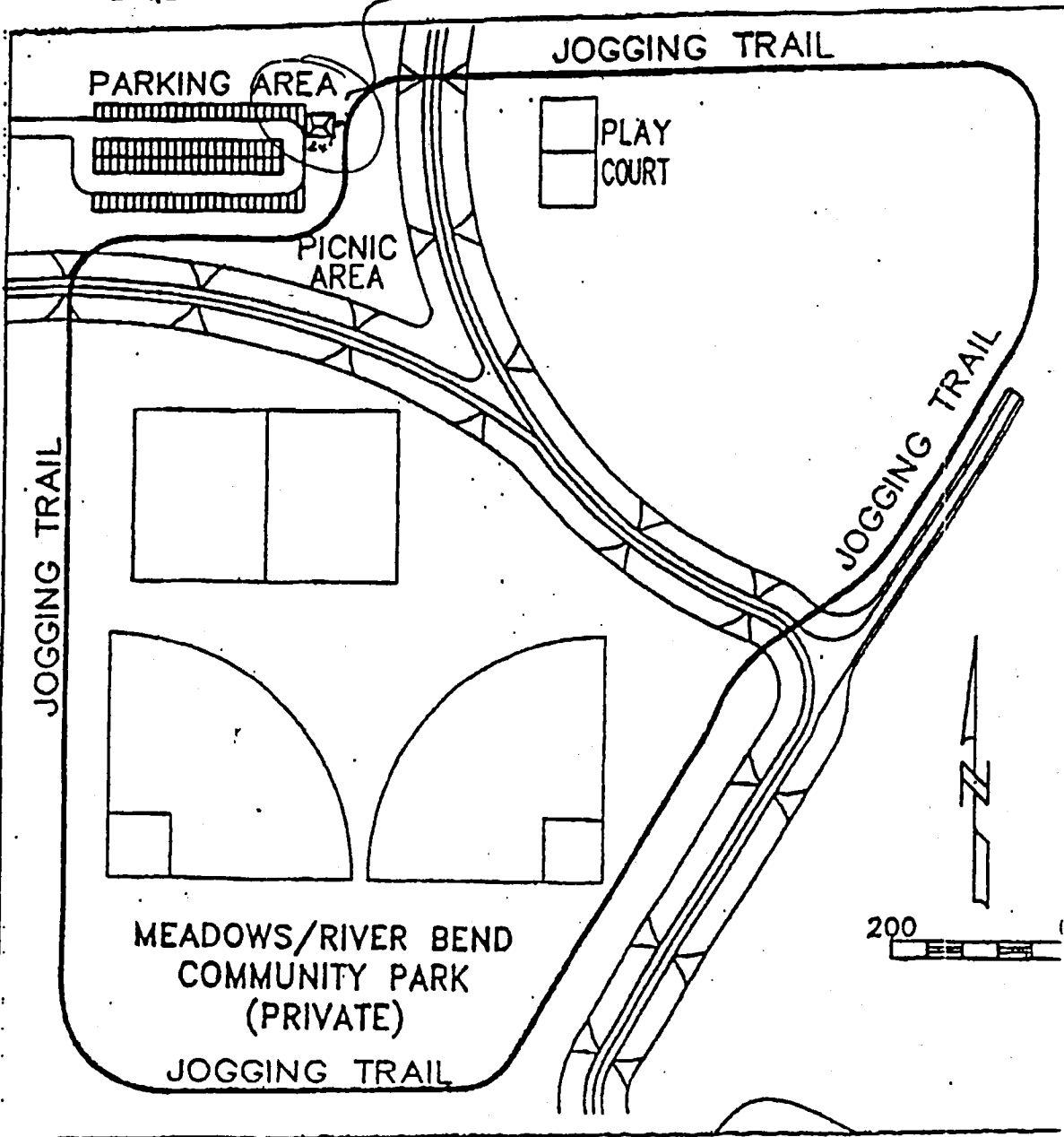


EXHIBIT E  
REVOCABLE PERMIT  
RIVER BEND ESTATES