

September 9, 2016

Walmart Stores, Inc.
Sam Walton Development Complex
2001 SE 10th Street #0550
Bentonville, AR 72716-0550

APPROVED

SEP 19 2016

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

2016 SEP 14 AM 9:55

TULSA COUNTY CLERK

Re: 23rd Street (193rd Street and/or County Line) and Dearborn Street (41st Street) Offsite Improvements Memorandum of Understanding, Walmart Store No. 4662

Interested Parties,

Pursuant to our meeting on September 1, 2015 in connection with a proposed Walmart Neighborhood Market, No. 4662, located at the northeast corner of 23rd Street and Dearborn Street, certain offsite improvements are necessary to provide improved traffic in the area associated with this development and other existing, current or future developments. We mutually agree to move forward with the following memorandum of understanding outlining the completed design, plans and implementation of the proposed system and construction.

The following are the revised terms and conditions:

1. Walmart will be solely responsible for the engineering, design, cost and construction of the required left turn lanes and street improvements as shown in the approved plans prepared by Cochran Engineering for 23rd Street and Dearborn Street at the main entrances to the new Neighborhood Market store.
2. Walmart will not be responsible for any engineering, design, or construction related to improvements at the intersection of 23rd Street and Dearborn Street, however Walmart will contribute \$50,000 (25% of the estimated \$200,000 signalization cost), and will place this money in escrow with Tulsa County. The escrow shall be established before the building permit will be issued by the City of Broken Arrow.
3. Tulsa County will administer a contract for design and construction of intersection improvements at 23rd Street and Dearborn Street, in association with the City of Broken Arrow and the City of Tulsa, similar to a previous contract in previous years for 23rd Street (193rd Street and/or County Line) and Omaha Street (51st Street). Terms of the contract and distributed participation by any entity will be administered by Tulsa County. The design will include necessary right-of-way, left turn lanes, full signalization and other appurtenant work.
4. Tulsa County has indicated that the intersection improvements would begin in late 2017 and extend into 2018. Schedule will be dependent upon Right of Way and Utility Work.
5. The City of Broken Arrow will move forward with permits for the Neighborhood Market, upon submittal and approval of all necessary plans and placement of escrow for a portion of the signal installation cost as described in item 2 above.

239290

6. The City of Broken Arrow will permit the Neighborhood Market for construction and tentative opening in 2017 and operation of the store whether the intersection improvements have commenced and/or been completed or not.

7. This Agreement shall not obligate Wal-Mart to construct or open a Neighborhood Market store at this intersection.

Please review and sign below. Upon signature, the City will submit to City Council for approval authorization.

Approved as to Form:

City of Broken Arrow

Kim Slinkard
Assistant City Attorney

Michael Spurgeon
City Manager

Attest:

City Clerk [Seal]

Date of Execution: _____

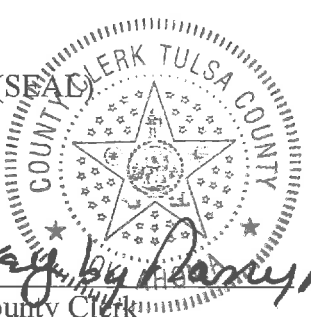
Michael Thomas

Michael Thomas
Walmart Stores, Inc.

Date of Execution: 9/9/16

ATTEST: (SEAL)

TULSA COUNTY, OKLAHOMA
Board of County Commissioners


Pat Key
Pat Key, County Clerk

Karen Keith
Karen Keith, Chairman

APPROVED AS TO FORM:

Matt M

Assistant District Attorney