

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

CONDITIONS:

A. The City will pay the Reynolds \$57,400, detailed as follows:

Valuation of Fee Simple ROW Acquired	\$ 4,000
Valuation of Improvements in ROW:	\$13,420
Culvert	\$ 500
Landscaping	\$2,500
Irrigation System	\$5,000
Decorative Wood Fence	\$ 600
Gravel Drive	\$ 320
Round Rail Fence	\$ 375
Brick Mailbox	\$ 500
Brick Pilasters	\$1,000
Tree Replacement	\$2,625
Proximity Damage	\$33,980
Sewer Connection Costs (See 1.b. below)	<u>\$ 6,000</u>
Total payment from the City to the Reynolds:	\$57,400

B. In addition:

1. Prior to or in conjunction with the waterline construction:
 - a. The City will provide an extension and stub for the Reynolds to tie into the City sewer system and will fill, level and re-sod as needed any area of the Reynolds' property disturbed as a result of laying, burying, etc. the extension and stub;
 - b. The Reynolds will pay the costs associated with connecting their house to the extension, decommissioning the septic system, and complying with the requirements of this subsection 1.b. They, or their plumber, will decommission the septic tank per Oklahoma Department of Environmental Quality standards. They will be responsible to fill, level and re-sod as needed any property disturbed in connecting the house to the extension and decommissioning the septic system; and
 - c. Upon connection to the City sewer system, the Reynolds will set up a utility account at the City Water Department.
2. Prior to construction on the installation of the new water line, the Reynolds may remove and relocate existing fencing, brick pilasters, mailbox, and irrigation system from the acquired right of way. Although the City is purchasing the above fixtures from the Reynolds as part of the total purchase price, the City has no objection to the Reynolds keeping those fixtures, so long as they are removed from the acquired right of way in a timely fashion. City will give 30 days' advance notice in writing of the start date for any construction to allow Reynolds to remove any such items. In addition, the Project Manager will meet with the Reynolds at least 22 days in advance of the start date of any construction.



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3. After installation of the new water line and again after widening of the road, the City will adjust the area to grade and, if requested by the Reynolds, install a legal and conforming mailbox provided by the Reynolds.
4. The City will not perform work on the Reynolds' property, other than as provided in #1, a. and #3 above.
5. The Reynolds will not place any improvement within the acquired right of way.
6. The City will ensure that safe and adequate access from 129th Street to the house and property are maintained during all its activities on the Reynolds' property and it is restored to its previous access.
7. The Reynolds will provide the City all easements necessary for the City to perform the work contemplated in Paragraph 1.a. above.

Terms for Payment:

Owner's request for payment in the amount of: \$57,400.00

Owner's Mailing Address: 10501 S. 129th E. Ave., Broken Arrow, OK 74011

Owner Requests Check:

- ☒ Mailed to above address by Certified Mail
- ☐ Mailed to above address
- ☐ Call me and I will pick it up
- ☐ Delivered by Agent

Check Payable to: Preston Reynolds

Signature/Date:

Owner/s:

Preston Reynolds
Julie Reynolds

Date:

4-28-20
4.28.20

KAX

Agent: Karen L. Pax

Date: May 7, 2020

Project: Olive St. Waterline Imp.: Tucson-New Orleans, WL1610 Parcel 9.0