

LIFT STATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2026, by and between the Norman Utilities Authority (hereinafter referred to as the "Authority") and Cedar Lane, L.L.C., 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 Cedar Lane subdivision requests that the subdivision be provided wastewater service through a new Cedar Lane 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 or unit in the Cedar Lane subdivision served by the lift station to provide for the operation, maintenance, and replacement of said lift station serving said subdivision; and
5. WHEREAS, the proposed Cedar Lane Lift Station will be designed and constructed to City standards; and
6. WHEREAS, connecting to the proposed Cedar Lane Lift Station and the serving of the Cedar Lane subdivision 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:

7. THAT the parties do establish an operation, maintenance, and replacement monthly lift station fee for the Cedar Lane subdivision whose sanitary sewage will flow to the proposed Cedar Lane Lift Station for the purpose of pumping wastewater into the City's wastewater system and that said monthly fee be billed to 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.
8. THAT the procedure for establishing said operation, maintenance, and replacement fee for each individual subdivision shall be as follows:
 - (a) 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 Cedar Lane Lift Station, force main and associated appurtenances.

- (b) The Authority shall levy the Lift Station Fee upon all lots within the Cedar Lane 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 Cedar Lane 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) Upon the Authority's written acceptance of the Cedar Lane Lift Station, force main, and associated appurtenances identified in the approved exhibits, the Authority shall be responsible for their operation, maintenance, repair, and replacement. Following that acceptance, Developer shall have no obligation to operate, maintain, repair, or replace those accepted facilities, to supplement Lift Station Fee collections, or to pay any shortfall in the Authority's operation, maintenance, or replacement costs.
- (e) 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.
- (f) In the event a new lift station enlarges the service area of the proposed Cedar Lane 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.
- (g) The Lift Station Fee shall be charged and collected in perpetuity as long as the lift station remains in operation. The Lift Station Fee for a lot shall commence only when wastewater service to that lot is activated and shall be billed solely to the holder of its City utility account. Developer shall not guarantee payment of, or be liable for, fees attributable to another account holder or to lots without activated wastewater service.
- (h) 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. Regardless, the Authority shall cease billing and charges promptly upon the occurrence of the Lots no longer being served by the Lift Station.
- (i) 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.
- (j) The estimated Lift Station Fee has been calculated and is attached hereto as Exhibit "A" and made a part hereof.

- (k) The proposed Cedar Lane subdivision was envisioned and accounted for within the design of the Cedar Lane Lift Station service area is shown on **Exhibit "B"** attached hereto and made a part hereof.
- (l) The Authority shall reserve for Developer's properties within the Cedar Lane Lift Station service area sufficient capacity in the Cedar Lane Lift Station, force main, and associated facilities to permit the full development of those properties pursuant to the anticipated loadings within the Wastewater Report by Search, LLC dated June 30, 2026. The Authority shall not authorize or permit any other user or developer to connect to or use those facilities if doing so would reduce, eliminate, or impair the capacity needed to serve the full development of Developer's properties pursuant to the anticipated loadings within the Wastewater Report by Search, LLC dated June 30, 2026.

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

Norman Utilities Authority
201 West Gray
Norman, OK 73069

ATTEST:

By: _____
Stephen Tyler Holman, Chairperson Secretary

APPROVED as to form and legality this 8 day of Oct, 2026.

[Signature]
Authority Attorney

Cedar Lane, L.L.C.
PO Box 5156
Norman, OK 73070

By: [Signature]
Hunter Miller, Manager

Subscribed and sworn to before me this 6th day of October, 2026.

[Signature]
Notary Public

My Commission Expires:
01-31-2030

