Stillwater OKLAHOMA
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CITY COUNCIL MEETING AGENDA
JULY 20, 2026, 5:30 PM

723 S. Lewis Street, Room 1122
Stillwater, OK 74074

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Kevin Clark, Christie Hawkins, & Tim Hardin

1. Call Meeting to Order
2. Pledge of Allegiance
3. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

a.	Approve July 7, 2026 special meeting minutes.		
b.	Accept Permanent and Temporary Construction Easements for the Yost Tower and Water Line Project: • Parcel 4, being part of lot Eighteen (18) and North fourteen (14) feet of lot Nineteen (19), Block Two (2), Norwood addition to the City of Stillwater, Payne County, Oklahoma from Hooper Living Trust dated April 4, 1996; • Parcel 3, being part of a tract of land in the Northwest Quarter (NW/4) of Section Twenty-two (22), Township Twenty (20) North, Range two (2) East of the I.M., Payne County, Oklahoma, from Marc A. Spatz and Megan N. Spatz; • A tract in the Southwest Quarter (SW/4)	CC-26-121	Bill Millis

	of the Southwest Quarter (SW/4) Section Nineteen (19), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from David J. & Linda R. Simth; • A tract in the Southeast Quarter (SE/4) of Section Twenty (20), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from Mikal J. & Marietta K. McCubbin. • A tract in the Southeast Quarter (SE/4) of Section Thirty-One (31) Township Nineteen (19) North, Range One (1) East of the Indian Meridian, City of Stillwater, Payne County, Oklahoma, from Ronnie Robinson Land, LLC		
c.	Accept Permanent and Temporary Construction Easements for TO-01, Northeast Transmission Main Project: • Parcels 10A and 10.1, being a part of tract 1 and 2 of a parcel lying in the SW4 of Section 24, Township 20N, Range 2E of Payne County, Oklahoma, from 3GB Ranch, LLC; • Parcels 14A and 14.1, being a tract of land in the NW4 of Section 25, Township 20N, Range 2E of Payne County, Oklahoma, from Alan Kindt and Catherine Kindt; • Parcel 13A, being a tract of land in the NW4 of Section 25, Township 20N, Range 2E of Payne County, Oklahoma, from Daniel Chance and Catherine Chance; • Parcels 8A and 8.1, being a tract of land in the N2 of SW4 of Section 24, Township 20N, Range 2E of Payne County, Oklahoma, from Tasmanian Properties, LLC.	CC-26-122	Bill Millis
d.	Accept Permanent Easements for West College	CC-26-123	Bill Millis

	Sewer Line Replacement and Manhole Rehabilitation, Phase 2 Project: • Parcels 14A, being part of Lot 7, Block 11, Duck Addition, City of Stillwater, Payne County, State of Oklahoma, from Amanda Baraldi and Scott Burtcher; • Parcels 41A, of Lot 12 and the South 50 feet of Lot 13, Block 7, Third Section Hamilton Addition, City of Stillwater, Payne County, State of Oklahoma, from Dalton Nash Jackson. • Parcels 16A, being part of Lot 1, Block 12, Duck Addition, City of Stillwater, Payne County, State of Oklahoma, from Glen Larry Tower Trustee of Trust, Glen Larry Tower Revocable Trust Agreement Trust, U/A 9-15-1997.		
e.	Approve Stillwater Regional Airport Runway 17/35 and Taxiway Alpha Pavement Evaluation and Rehabilitation design in the amount of $175,502 which will be funded through FAA grant funds, City of Stillwater match and contingency funds; authorize the City Manager to sign a task order with KSA Engineers; and authorize associated budget amendments.	CC-26-124	Kellie Reed
f.	Approve the Aviation Marketer Agreement with Phillips 66 Company through July 31, 2031 for fuel at Stillwater Regional Airport and authorize the City Manager to sign the agreement.	CC-26-125	Kellie Reed
g.	Approve request of Community Resourcing Incorporated to make alterations and improvements to Our Daily Bread Food and Resource Center and authorize the City Manager to provide written consent as required by the Amended and Restated Lease Agreement dated August 4, 2025.	CC-26-126	Christy Cluck

4. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized

legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers.

5. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the City Council. The City Council may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision or amendment.

6. Public Hearings

The Council will hear public comments, discuss, and take action including a vote or series of votes on each item listed as presented or as amended by the City Council unless the agenda entry specifically states that no action will be taken.

a.	Receive public comment regarding a request for a Map Amendment (MA26-06) to rezone property addressed as 524 W. 10th Avenue from Two-Family and Multi-Family (RTM) to Small Lot Single-Family Residential (RSS) zoning district.	CC-26-127	Henry Bibelheimer
b.	Receive public comment regarding a request for a Map Amendment (MA26-07) to rezone property addressed as 799 E. Mercury Avenue from Commercial Shopping (CS) and Neighborhood Transition Zone (NTZ) to Two-Family Residential (RT) zoning district.	CC-26-128	Henry Bibelheimer
c.	Receive public comment regarding a petition to annex (ANX26-01) approximately 33.64 acres generally located one-quarter mile south of 19th Avenue and one-quarter mile east of Range Road and addressed as 5599 W 19th Avenue.	CC-26-129	Henry Bibelheimer

7. General Orders

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each item listed as presented or as amended or revised by the City Council unless the agenda entry specifically states that no action will be taken. The requested action is indicated in each agenda entry but may be amended or revised prior to action by the City Council.

a.	Airport Rates & Charges Study presentation and proposed FY27 Rates & Charges. No action will be taken on this item.	CC-26-130	Kellie Reed

8. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	RESOLUTION CC-2026-19; SUA-2026-4: A RESOLUTION AMENDING THE CITY OF STILLWATER BOOK OF FEES BY ESTABLISHING FEES FOR MOBILE FOOD ESTABLISHMENTS AND ADOPTING THE STILLWATER REGIONAL AIRPORT FY2027 RATES AND CHARGES SCHEDULE.	
b.	RESOLUTION NO. CC-2026-20: A RESOLUTION AUTHORIZING THE CITY OF STILLWATER TO ACCEPT LOCAL FUNDING FROM THE 2025 STATE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF $1,311,613 AND TO DESIGNATE THE STATE OF OKLAHOMA, SPECIFICALLY THE OKLAHOMA OFFICE OF HOMELAND SECURITY, AS THE AGENT FOR THE LOCAL SHARE OF GRANT FUNDING FOR THE PURPOSE OF FUNDING PLANNING AND OPERATIONAL OVERSIGHT COSTS OF THE OKLAHOMA COUNTER TERRORISM INTELLIGENCE CENTER (OCTIC) AND SOFT TARGETS AND CROWDED PLACES FUNDING FOR THE PURPOSE OF ENHANCING SECURITY MEASURES AND GIS SYSTEM MAINTENANCE AND ENHANCEMENTS; AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING.	CC-26-131
c.	RESOLUTION NO. CC-2026-21: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING SUBMISSION OF APPLICATION FOR FY2026 AIRPORT INFRASTRUCTURE GRANT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; APPROVING THE ASSOCIATED BUDGET AMENDMENT FOR THE REQUIRED SPONSOR MATCH; AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE GRANT DOCUMENTS.	
d.	RESOLUTION NO. CC-2026-22: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER TO RETAIN MCAFEE & TAFT AS ITS COUNSEL TO PURSUE CLAIMS RELATED TO FIRE TRUCK MANUFACTURERS AND OTHER POSSIBLE DEFENDANTS FOR ANTITRUST VIOLATIONS AND OTHER CLAIMS, AND TO AUTHORIZE ITS MAYOR OR CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION WITH FUTURE LITIGATION OR SETTLEMENTS.	
e.	RESOLUTION NO. CC-2026-23: A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT T-HANGAR #1 LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND STILLWATER FLIGHT CENTER INC. TO STILLWATER FLIGHT CENTER LLC; PROVIDING LESSEE CONSENT TO COLLATERAL ASSIGNMENT AND LEASEHOLD MORTGAGE AS REQUIRED BY THE TERMS OF THE LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE.	
f.	RESOLUTION NO. CC-2026-24: A RESOLUTION AUTHORIZING THE ASSIGNMENT OF	

	THE STILLWATER REGIONAL AIRPORT GROUND LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND STILLWATER FLIGHT CENTER HANGAR LLC TO STILLWATER FLIGHT CENTER LLC; PROVIDING LESSEE CONSENT TO COLLATERAL ASSIGNMENT AND LEASEHOLD MORTGAGE AS REQUIRED BY THE TERMS OF THE GROUND LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE.
g.	RESOLUTION NO. CC-2026-25: A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT BUILDING LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND STILLWATER FLIGHT CENTER INC. TO STILLWATER FLIGHT CENTER LLC; PROVIDING LESSEE CONSENT TO COLLATERAL ASSIGNMENT AND LEASEHOLD MORTGAGE AS REQUIRED BY THE TERMS OF THE BUILDING LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE.
h.	RESOLUTION NO. CC-2026-26: A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT TERMINAL BUILDING/LAND LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND STILLWATER FLIGHT CENTER INC. TO STILLWATER FLIGHT CENTER LLC; PROVIDING LESSEE CONSENT TO COLLATERAL ASSIGNMENT AND LEASEHOLD MORTGAGE AS REQUIRED BY THE TERMS OF THE LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE.

9. Ordinances

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each ordinance listed as presented or as amended or revised by the City Council.

First Read

a.	ORDINANCE NO. 3617: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 524 W. 10TH AVENUE FROM TWO-FAMILY AND MULTI-FAMILY (RTM) TO SMALL LOT SINGLE-FAMILY (RSS).
b.	ORDINANCE NO. 3618: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 799 E. MERCURY AVENUE FROM COMMERCIAL SHOPPING (CS) AND NEIGHBORHOOD TRANSITION ZONE (NTZ) TO TWO-FAMILY RESIDENTIAL (RT).
c.	ORDINANCE NO. 3619: AN ORDINANCE ANNEXING INTO THE CITY OF STILLWATER TERRITORY GENERALLY LOCATED ONE QUARTER MILE SOUTH OF 19TH AVENUE AND ONE QUARTER MILE EAST OF RANGE ROAD THAT CONTAINS APPROXIMATELY 33.64 ACRES UPON PETITION, PURSUANT TO TITLE 11 OKLAHOMA STATUTES SECTION 21-105; DESIGNATING THE LAND USE ZONING DISTRICT CLASSIFICATION FOR PROPERTIES LOCATED WITHIN THE TERRITORY ANNEXED BY THIS ORDINANCE; PROVIDING THAT THE EFFECTIVE DATE OF THE ANNEXATION SHALL BE SEPTEMBER 17, 2026; AND PROVIDING FOR SEVERABILITY.

10. Appointments

a.	Planning Commission	CC-26-132	Cindy Gibson

11. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Councilors, City Manager or City Attorney. Items of City business that may require discussion or action including a vote or series of votes are listed below.

a.	Miscellaneous items from the City Attorney

i.	Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Brady Moore.

ii.	Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.

iii.	Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Municipal Judge Tanya Raun.

b.	Miscellaneous items from the City Manager

c.	Miscellaneous items from the City Council

12. Questions and Inquiries

13. Executive Session

a.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Brady Moore.

b.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.

c.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Municipal Judge Tanya Raun.

14. Return from Executive Session

a.	No action will be taken on this item.

b.	No action will be taken on this item.

c.	No action will be taken on this item.

15. Adjourn

On July 16, 2026 at 1:00 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at Agendas and Minutes
- Official minutes are archived in the City Clerk's office.

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JULY 2, 2026 AT 2:45 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
SPECIAL MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JULY 7, 2026

PRESENT: **MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI, COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN**
ABSENT: **NONE**

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 12:00 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. CONSENT DOCKET

a. Approve June 15, 2026 regular meeting minutes.
b. Approve Consent to Assignment and Assumption of the Amended and Restated Parking Space Lease Agreement between the City of Stillwater and Francis EVC, LLC for the operation of EV charging stations in designated parking spaces at Stillwater Public Library to GoodFinch EV 4V, LLC and authorize the City Manager to sign the Assignment Agreement and any related documents necessary for said assignment.
c. Approve Short-Term Extension of Aviation Marketer Agreement with Phillips 66 for fuel at the airport for the period of July 1, 2026 – July 31, 2026.
d. Approve Revised Lease Agreement with Oklahoma State University for property located at 6909 W. 56th Street in the amount of $11,181 for the purpose of subleasing the property for the operation of a motorcycle and all-terrain vehicles recreational area for July 1, 2026 – June 30, 2027.
e. Approve a Sponsorship Agreement with Bluepeak to provide Community Wi-Fi to Block 34 Park.
f. Approve Development Agreement with D & T Outlaw Properties and authorize the City Manager to sign the agreement.
g. Approve the Workplace Wellness Policy and authorize the Mayor to sign said policy.
h. Approve Task Order No. 5 (TO5) for professional services related to intersection capacity evaluation, design, preparation of construction documents, bid services, and construction administration for the reconstruction of various streets with Benham Design, LLC; authorize the City Manager to sign related documents, authorize the total additional expenditures not to exceed $1.98 million, which include 10% contingency; and approve the associated budget amendment.
i. Approve the carry forward of budget appropriations from FY26 to FY27 as presented.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

4. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. RESOLUTIONS

a. Resolution No. CC-2026-13; SUA-2026-2: A Resolution Amending The City Of Stillwater Terms And Conditions Of Service By Amending Section I, General Information, Chapter 1, Terms And Conditions Of Service, Section 1.1.1, Purpose Of Terms And Conditions; Adding 1.1.5, Customer Rates, Charges, And Fees; Amending Section II, Policy Manual For Utility Accounts, Billing, & Collections, Chapter 1, Contract For Utility Services And Deposits, Section 2.1.16, Lost Checks; Amending Section II, Policy Manual For Utility Accounts, Billing, & Collections, Chapter 2, Billing And Billing Adjustments, Section 2.2.12, Analysis Of Applicable Electric Rate; Amending Section II, Policy Manual For Utility Accounts, Billing, & Collections, Chapter 6, Advanced Metering Infrastructure (AMI) Opt-Out, Section 2.6.2, Rates & Charges; Amending Section IV, Utility Deposits, Chapter 1, Section 4.1.1, Deposit Schedules, Section 4.1.2, Residential Deposit Schedule, Section 4.1.3, Commercial Deposit /Non-Residential Schedule, Section 4.1.4, Hydrant Meters; And Adding Section VI, Outage Management System.

City Attorney Kimberly Carnley reported that this resolution proposes changes to the City's Utility & Billing Terms and Conditions of Service. The primary changes are removing fee amounts from the terms and conditions document so that they can be established in a Book of Fees and establishing a new section for the new Outage Management System Project (OMS). The OMS will enable SMS messages to utility customers for billing notifications, service alerts, utility outages, restoration updates, and other account related information. Customers are auto-enrolled in the program but have the choice to opt-out. Ms. Carnley stated the implementation of the OMS is still more than six weeks away and staff is working with communications for messaging ahead of the roll-out.

Ms. Carnley answered Council's questions.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2026-13 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

b. Resolution CC-2026-15; SUA-2026-3: A Resolution Establishing the City of Stillwater Book of Fees; Adopting Changes to Utility Billing and Services Fees and Charges; and Approving the Annual Fee for Short-Term Rental Licenses.

City Attorney Kimberly Carnley stated that this resolution establishes a City of Stillwater Book of Fees. Staff is working diligently to compile one comprehensive fee schedule for all departments. Having one comprehensive document will allow staff to conduct annual reviews in conjunction with fiscal year budget to ensure the fees are reasonable and appropriate. This project has been challenging, but progress is being made. As a starting point, staff is proposing that any changes to existing fees, or adoption of new fees will now move to the Book of Fees. As you will notice the "Book of Fees" will currently only have utility and billing services fees and charges, and the new short-term rental license fee. The resolution specifically reserves that any and all existing rates, charges and

fees remain in full force and effect until such time that they are included in the Book of Fees as adopted by further resolution.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2026-15 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

c. Resolution No. CC-2026-17 Resolution of Necessity: A Resolution Declaring the Necessity for Acquiring Certain Real Property, More Particularly Hereinafter Described, All Within Noble County, State Of Oklahoma, for the Purpose of Establishing, Constructing, Maintaining, And Operating the Lake McMurtry Raw Water Transmission Main.

City Attorney Kimberly Carnley reported that the City has retained outside counsel to assist with land acquisitions that are necessary for water projects funded through OWRB FAP loan. Counsel has recommended moving forward with resolutions of necessity for these two parcels for the Lake McMurtry Raw Water Transmission Main because negotiations with the property owner have not been successful. Ms. Carnley stated that she recommended approval of the proposed resolution.

Mayor Joyce asked if this is the only way to get the parcels needed to build this water line. City Manager Brady Moore reported that in the negotiations staff and the engineering team met with the landowners and have made many adjustments to the route. Mr. Moore stated that the City has received some easements and staff has agreed to their counter offers. The City has retained counsel that specializes in easement acquisitions, and they have recommended that the City has gone above and beyond and now it's time to proceed with Resolution of Necessity.

Ms. Carnley stated that by the time the City gets to this resolution staff have made and continues to make diligent efforts to acquire the property through good faith negotiations and will resort to condemnation as a last resort when a mutually agreeable settlement cannot be reached in a timely manner.

Ms. Carnley answered Council's questions by stating a summary of the condemnation process.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2026-17 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

d. Resolution No. CC-2026-18 Resolution of Necessity: A Resolution Declaring the Necessity for Acquiring Certain Real Property, More Particularly Hereinafter Described, All Within Noble County, State Of Oklahoma, for the Purpose of Establishing, Constructing, Maintaining, and Operating the Lake McMurtry Raw Water Transmission Main.

City Attorney Kimberly Carnley stated this is the same explanation as Resolution No. CC-2026-17 just two different parcels.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2026-18 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

7. ORDINANCES

a. Second Reading

Ordinance No. 3611: Ordinance rezoning 702 S. Adams Street from Small Lot Single Family Residential (RSS) to Public (P) Zoning District.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3611 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

Ordinance No. 3612: Ordinance Rezoning Approximately 20.02 Acres (M/L) Addressed As 6603/6711 W. 6th Avenue and the North Portion Of 603 S. Range West Road from Commercial General (CG) To Two-Family and Multi-Family (RTM).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3612 AS PRESENTED.

ROLL CALL VOTE: JOYCE-ABSTAIN, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES AND ONE ABSTENTION.

Ordinance No. 3613: An Ordinance Amending The Stillwater City Code Chapter 12, Businesses, Article II, Food Service Operators, Section 12-20, Definitions By Removing The Definition For Mobile Food Service Establishment; Amending Section 12-22, Exemption Of Requirement By Removing References To Mobile Food Service Establishments; Amending Chapter 12, Businesses, Article IV, Itinerant Merchants And Peddlers, Division 1, Generally, Section 12-117, Definitions By Removing Mobile Food Establishments From The Definition Of Itinerant Merchant; Amending Section 12-140, Application By Removing Requirements For Mobile Food Service Establishments; Repealing All Ordinances To The Contrary; And Providing For Severability.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3613 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

Ordinance No. 3614: An Ordinance Amending the Stillwater City Code Chapter 12, Businesses by Creating Article III, Mobile Food Establishments; Creating Section 12-58, Definitions; Creating Section 12-59, Mobile Food Establishment License Required; Creating Section 12-60, Operation; Creating 12-61, Penalty; Repealing All Ordinances to the Contrary; and Providing For Severability.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT ORDINANCE NO. 3614 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

Ordinance No. 3615: An Ordinance Terminating the Stillwater West 51 Development District Project Plan and Dissolving Increment District Number Two, City of Stillwater, Approved and Created by the Adoption of Ordinance No. 3339 on May 16, 2016.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT ORDINANCE NO. 3615 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

Ordinance No. 3616: An Ordinance Terminating the Boomer Lake Station Project Plan and Dissolving Increment District Number Four, City of Stillwater, Approved and Created by the Adoption of Ordinance No. 3465 on December 14, 2020.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3616 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

8. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.
b. Miscellaneous items from the City Manager:
    - City Manager Brady Moore sincerely thanked City staff for an incredible week of service to the community. From kicking off America's 250th celebration with Cinema 34 at Block 34, to the Birthday Bash the next evening, and then delivering another outstanding Boomer Blast Friday. City teams worked tirelessly to create memorable experiences for thousands of residents and visitors. Then, as severe storms moved through on the Fourth of July, many of those same employees immediately shifted gears working long hours to restore power and respond to emergencies. It is a remarkable example of public service. Thank you to every employee who planned, prepared, served, responded, and supported these efforts. Your dedication, professionalism, and commitment to Stillwater did not go unnoticed, and we are incredibly grateful for all that you do.
c. Miscellaneous items from the City Council:
    - Councilor Hardin invited residents to get involved with their local government by serving on a citizen committee. These committees play a key role in shaping growth, development, and infrastructure right here in Stillwater. Staff is currently looking for passionate residents to join committees, including the Board of Drainage Appeals, Building Trades Board, Rural Water Advisory Board, Audit Committee, and Stillwater Public Art.
    - Councilor Clark announced that Stillwater Waste Management and Public Works have multiple options available to help residents dispose of storm-related yard debris from the June 26 and July 4 wind events. Regular curbside yard waste collection will continue, with additional flexibility on bag limits during July. Residential customers may also use the Convenience Collection Center (no trailers). A special storm debris collection for those in areas hit the hardest (north of McElroy Road), will begin July 7.
    - Councilor Hawkins announced that summer is in full swing in Stillwater, and July is packed with opportunities for families and visitors to get out and enjoy our community. From Family Movie Fridays and Robotics Exploration Camp to the OSU Baseball Youth Skills Camp, Bowl for Kids' Sake at Hatch, and Eskimo Joe's 51st Anniversary Week (July 13-19), there's something for everyone.
    - Vice Mayor Dzialowski asked residents to please save the date and join City staff on Wednesday, August 19, at 10 a.m. as we celebrate the grand opening of the new Stillwater Regional Airport Terminal. Come experience the new

terminal, tour its modern spaces, and help us celebrate this exciting investment in Stillwater's future.

- Mayor Joyce invited residents to save the dates, July 15 through 19, for “Krazy Daze,” Stillwater’s largest annual community-wide retail event. Shops across the community, from Lakeview Pointe and Pioneer Square to The Strip, Campus Corner, and Downtown, will offer special sales, including sidewalk promotions and in-store discounts. Be sure to also enter the Krazy Daze Ring Registers Promotion Giveaway throughout the month of July for great prizes and savings.

i. Discussion about scheduling items for future meetings.

9. QUESTIONS & INQUIRIES

None.

10. ADJOURN

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ADJOURN THE JULY 7, 2026 SPECIAL MEETING OF THE STILLWATER CITY COUNCIL.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The July 7, 2026 special meeting of the Stillwater City Council adjourned at 12:18 p.m.

WILLIAM H. JOYCE, MAYOR **STILLWATER CITY COUNCIL**	**TERESA KADAVY** **CITY CLERK**

DRAFT

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	3.b. CC-26-121
Previous/Related Action:	• SUA -17-11; Professional Services Agreement (PSA) with Garver for Project 13WG18 – Yost Booster Pump Station, Tower and Water Line Replacement Project. • SUA-26-04; Amendment 3 for additional design and tanks demolition. • SUA-26-30; Appropriation of funds for easement acquisition.
Background/Issue:	The Yost Tower and Water Line Replacement Project include construction of an Elevated Storage Tank (EST), an 8-inch new water line from the Water Treatment Plant (WTP) to the new water tower, and several pressure-reducing valves in the Yost Pressure Zone. The new 8-inch waterline is proposed outside public right-of-way on various public and private properties which require permanent and temporary construction easements. Staff have completed landowner negotiations for the attached permanent and temporary construction easements: <u>Permanent Easements:</u> • Parcel 4, being part of lot Eighteen (18) and North fourteen (14) feet of lot Nineteen (19), Block Two (2), Norwood addition to the City of Stillwater, Payne County, Oklahoma from Hooper Living Trust dated April 4, 1996; • Parcel 3, being part of a tract of land in the Northwest Quarter (NW/4) of Section Twenty-two (22), Township Twenty (20) North, Range two (2) East of the I.M., Payne County, Oklahoma, from Marc A. Spatz and Megan N. Spatz; <u>Temporary construction Easements:</u> • A tract in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) Section Nineteen (19), Township Twenty

	(20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from David J. & Linda R. Simth; • A tract in the Southeast Quarter (SE/4) of Section Twenty (20), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from Mikal J. & Marietta K. McCubbin; • A tract in the Southeast Quarter(SE/4) of Section Thirty One (31) Township Nineteen (19) North, Range One (1) East of the Indian Meridian, City of Stillwater, Payne County, Oklahoma, from Ronnie Robinson Land, LLC.
Proposal/Solution:	The above-mentioned easements are necessary for construction of the project.
Financial Source/Impact:	No additional appropriations are necessary for this action.
Related Pillar(s):	Strong Infrastructure
Recommended Action/Motion:	Accept Permanent and Temporary Construction Easements for the Yost Tower and Water Line Project: • Parcel 4, being part of lot Eighteen (18) and North fourteen (14) feet of lot Nineteen (19), Block Two (2), Norwood addition to the City of Stillwater, Payne County, Oklahoma from Hooper Living Trust dated April 4, 1996; • Parcel 3, being part of a tract of land in the Northwest Quarter (NW/4) of Section Twenty-two (22), Township Twenty (20) North, Range two (2) East of the I.M., Payne County, Oklahoma, from Marc A. Spatz and Megan N. Spatz; • A tract in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) Section Nineteen (19), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from David J. & Linda R. Simth; • A tract in the Southeast Quarter (SE/4) of Section Twenty (20), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from Mikal J. & Marietta K. McCubbin. • A track in the Southeast Quarter (SE/4) of Section Thirty-One (31) Township Nineteen (19) North, Range One (1) East of the Indian Meridian, City of Stillwater, Payne County, Oklahoma, from Ronnie Robinson Land, LLC
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore

	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Mikal J & Marietta K McCubbin TCE
2. P3_Marc A Spatz and Megan N Spatz
3. P4_Hooper Living Trust Easement
4. Ronnie Robinson Land, LLC - TCE
5. David J & Linda R Smith TCE

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned certifies that, Mikal J. & Marietta K. McCubbin hereinafter called the "Grantors," own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

The Southeast Quarter (SE/4) of Section Twenty (20), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being 160 acres more or less.

And further that the Grantors, their successors and assigns, in consideration of the sum of Ten Dollars ($10.00), in hand paid and other good and valuable consideration, does hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, herein-after called the "Grantee," its successors and assigns, the following described real estate:

BEING A TEMPORARY EASEMENT, LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER OF SECTION TWENTY (20), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE/COR) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY (20); THENCE NORTH 0°32'17" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION, A DISTANCE OF 50 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 25 FEET; THENCE SOUTH 0°32'17" EAST, A DISTANCE OF 50 FEET; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING (P.O.B.). CONTAINING 1,250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS

hereinafter called the "Subject Property," with the right of ingress and egress for the purpose of installing a pressure reducing valve and vault on an existing water line. Absent extraordinary circumstances beyond the control of the Grantee, this temporary construction easement shall terminate upon the earlier of the following: (a) the completion of the pressure reducing valve installation at which tine the Grantee shall provide written notice of completion to Grantors; or (b) 45 days from the date the Grantee or its agent begins excavation to complete the work within the temporary construction easement area.

Mikal J. McCubbin

Marietta K. McCubbin

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 16th day of June, 2026 personally appeared, Mikal & Maritta McCubbin to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its agreed upon, and acknowledged to me that they executed the same as above free and voluntary act and deed of the agreement for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 07-14-2029
My Commission Number: 01009167

(SEAL) INA L. BOURLON NOTARY # 01009167 EXP. 07/14/29 PUBLIC STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20__, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during an open meeting, does hereby approve and accept from the named Grantor this Temporary Construction Easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 20__.

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

Project: 13WG18
County: Payne
Parcel: 3

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Marc A Spatz and Megan N Spatz, as husband and wife, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE I.M., PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 22; THENCE N89°39'20"E ALONG THE NORTH LINE OF THE NW/4 A DISTANCE OF 988.75 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE NE/4 OF THE NW/4 OF THE NW/4 FOR A POINT OF BEGINNING; THENCE CONTINUING N89°39'20"E ALONG THE NORTH LINE OF THE NW/4 A DISTANCE OF 1647.92 FEET TO THE NORTHEAST CORNER OF THE NW/4; THENCE S00°09'33"E ALONG THE EAST LINE OF THE NW/4 A DISTANCE OF 526.81 FEET TO THE NORTHEAST CORNER OF A TRACT RECORDED IN BOOK 2128 PAGES 170-171; THENCE S89°37'16"W ALONG THE NORTH LINE OF THE TRACT RECORDED IN BOOK 2128 PAGES 170-171 A DISTANCE OF 659.54 FEET TO THE NORTHWEST CORNER OF THE TRACT RECORDED IN BOOK 2128 PAGES 170-171 (RECORDED AS 659.63 FEET); THENCE S00°07'09"E ALONG THE WEST LINE OF THE E/2 OF THE NE/4 OF THE NW/4 A DISTANCE OF 791.38 FEET TO THE SOUTHWEST CORNER OF THE SE/4 OF THE NE/4 OF THE NW/4; THENCE N89°35'12"E ALONG THE SOUTH LINE OF THE SE/4 OF THE NE/4 OF THE NW/4 A DISTANCE OF 660.09 FEET TO THE NORTHEAST CORNER OF THE SE/4 OF THE NW/4; THENCE S00°09'33"E ALONG THE EAST LINE OF THE SE/4 OF THE NW/4 A DISTANCE OF 1317.79 FEET TO THE SOUTHEAST CORNER OF THE NW/4; THENCE S89°31'05"W ALONG THE SOUTH LINE OF THE NW/4 A DISTANCE OF 1322.01 FEET TO THE SOUTHWEST CORNER OF THE SE/4 OF THE NW/4; THENCE N00°04'46"W ALONG THE WEST LINE OF THE E/2 OF THE NW/4 A DISTANCE OF 1979.07 FEET TO THE SOUTHEAST CORNER OF THE E/2 OF THE NE/4 OF THE NW/4 OF THE NW/4; THENCE S89°37'16"W ALONG THE SOUTH LINE OF THE E/2 OF THE NE/4 OF THE NW/4 OF THE NW/4 A DISTANCE OF 329.81 FEET TO THE SOUTHWEST CORNER OF THE E/2 OF THE NE/4 OF THE NW/4 OF THE NW/4; THENCE N00°03'35"W ALONG THE WEST LINE OF THE E/2 OF THE NE/4 OF THE NW/4 OF THE NW/4 A DISTANCE OF 659.89 FEET TO THE POINT OF BEGINNING.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of a water line(s) through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

A TRACT OF LAND LYING IN PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4); THENCE N 89°39'20" E ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 988.75 FEET TO THE NORTHWEST CORNER OF A PROPERTY DESCRIBED IN BOOK 2245 PAGE 192 OF THE PAYNE COUNTY CLERK RECORDS; THENCE S 00°03'35" E ALONG THE WEST LINE OF SAID PROPERTY A DISTANCE OF 47.78 FEET TO THE POINT OF BEGINNING; THENCE N 89°38'47" E A DISTANCE OF 1648.00 FEET TO A POINT ON THE EAST LINE OF SAID PROPERTY; THENCE S 00°09'33" E ALONG THE EAST LINE OF SAID PROPERTY A DISTANCE OF 20.00 FEET; THENCE S 89°38'47" W A DISTANCE OF 1648.04

FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE N 00°03'34" W ALONG THE WEST LINE OF SAID PROPERTY A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

The easement contains 0.76 acres more or less and is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

IN WITNESS WHEREOF, I have hereunto set my hand this 16 day of February 2016

Marc A Spatz, GRANTOR

Megan N Spatz, GRANTOR

STATE OF OKLAHOMA)
) ss.
COUNTY OF Payne)

This instrument was acknowledged before me on this 16 day of February, 2026 by Marc A Spatz and Megan N Spatz, as husband and wife.

My Commission Expires: 10/08/2029

Notary Public

My Commission No. 25011741

(SEAL)

DAVID BLAIR
Notary Public, State of Oklahoma
Commission # 25011741
My Commission Expires 10-08-2029

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20____, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered water line easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 20___.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Hooper Living Trust dated April 6, 1996, James D and Elizabeth A Hooper as Trustees, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

1. LOT EIGHTEEN (18) AND THE NORTH FOURTEEN (14) FEET OF LOT NINETEEN (19), BLOCK TWO (2), NORWOOD ADDITION TO THE CITY OF STILLWATER ACCORDING TO THE RECORDED PLAT THEREOF, PAYNE COUNTY, OKLAHOMA. (KNOWN AS 304 AND 304 ½ N. DUNCAN, STILLWATER, OKLAHOMA.)
2. NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE I.M., LESS AND EXCEPT A TRACT OF LAND BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 22, THENCE NORTH 630 FEET, THENCE WEST 660 FEET, THESE SOUTH 330 FEET, THENCE WEST 660 FEET, THENCE SOUTH 300 FEET, THENCE EAST 1320 FEET TO THE POINT OF BEGINNING, AND LESS A TRACT OF LAND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER, 660 FEET WEST AND 300 FEET NORTH, TO A POINT OF BEGINNING; THENCE CONTINUING NORTH, 330 FEET; THENCE WEST 132 FEET; THENCE SOUTH 330 FEET; THENCE EAST 132 FEET TO A POINT OF BEGINNING, CONTAINING 1.0 ACRE, MORE OR LESS, PAYNE COUNTY, OKLAHOMA.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of a water line(s) through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

TRACT A:
A TRACT OF LAND LYING IN PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S 00°46'17" E ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 47.52' TO THE POINT OF BEGINNING; THENCE N 89°10'09" E A DISTANCE OF 674.07 FEET TO A POINT ON THE WEST LINE OF A PROPERTY DESCRIBED IN BOOK 2152 PAGE 970 OF THE PAYNE COUNTY CLERK RECORDS; THENCE S 00°51'10" E ALONG THE WEST LINE OF SAID PROPERTY A DISTANCE OF 20.00 FEET; THENCE S 89°10'09" W A DISTANCE OF 674.10 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4); THENCE N 00°46'17" W ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

TRACT B:
A TRACT OF LAND LYING IN PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE N 89°08'50" E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1029.00 FEET TO THE NORTHEAST CORNER OF A PROPERTY DESCRIBED IN BOOK 2152 PAGE 970 OF THE PAYNE COUNTY CLERK RECORDS; THENCE S 00°51'10" E ALONG THE EAST LINE OF SAID PROPERTY A DISTANCE OF 47.91 FEET TO THE POINT OF BEGINNING; THENCE N 89°10'09" E A DISTANCE OF

202.13 FEET; THENCE S 00°49'51" E A DISTANCE OF 20.00 FEET; THENCE S 89°10'09" W A DISTANCE OF 202.12 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED PROPERTY; THENCE N 00°51'10" W ALONG THE EAST LINE OF SAID PROPERTY A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

The easement contains 0.40 acres more or less and is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of JAN, 2026

James D Hooper, Trustee, GRANTOR

Elizabeth A Hooper, Trustee, GRANTOR

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 29th day of January, 2026 by James D Hooper and Elizabeth A Hooper as Trustees of the Hooper Living Trust dated April 4, 1996.

My Commission Expires: 12-29-2028

TERESA LYNN WOLF
Notary Public
State of Oklahoma
Commission #24015491
My Comm. Expires 12/29/2028

Notary Public

My Commission No.

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20___ , the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered water line easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 20___.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned certifies that, Ronnie Robinson Land, LLC hereinafter called the "Grantor," owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

The Southeast Quarter (SE/4) of Section Thirty-One (31), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being 159.58 acres, more or less.

And further that the Grantor, its successors and assigns, in consideration of the sum of Ten Dollars ($10.00), in hand paid and other good and valuable consideration, does hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, herein-after called the "Grantee," its successors and assigns, the following described real estate:

BEING A TEMPORARY EASEMENT, LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE ONE (1) EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE SOUTHEAST CORNER (SE/COR) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION THIRTY-ONE (31); THENCE SOUTH 90°0'0" WEST A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE NORTH 0°0'0" EAST A DISTANCE OF 100 FEET; THENCE SOUTH 90°0'0" WEST A DISTANCE OF 150 FEET; THENCE SOUTH 0°0'0" WEST OF DISTANCE OF 100 FEET; THENCE NORTH 90°0'0" EAST A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING (P.O.B.). CONTAINING 15,000 SQUARE FEET OR 0.34 ACRES, MORE OR LESS.

hereinafter called the "Subject Property," with the right of ingress and egress for the purpose of abandoning, demolishing, and removing existing underground and above ground equipment and appurtenances associated with the Coyle water standpipe. Absent extraordinary circumstances beyond the control of the Grantee, this Easement shall terminate upon the earlier of the following: (a) the completion of the standpipe removal at which time the Grantee shall provide written notice of completion to the Grantor; or (b) 90 days from the date the Grantee or its agent begins demolition activities within the temporary construction easement area.

Ronnie Robinson Land, LLC

By: Ronnie Robinson

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 1st day of July, 2026 personally appeared, Ronnie Robinson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member, and acknowledged to me that he executed the same as his free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Amber Grant
NOTARY PUBLIC

My Commission Expires: 12/10/26
My Commission Number: 14010970

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20__, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during an open meeting, does hereby approve and accept from the named Grantor this Temporary Construction Easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 20__.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned certifies that, David J. & Linda R. Smith hereinafter called the "Grantors," own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A tract in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) Section Nineteen (19), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, more particularly described as follow, to-wit:

STARTING AT THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION NINETEEN (19) A DISTANCE OF 341.9 FEET EAST ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING (P.O.B); THENCE NORTH A DISTANCE OF 1,316.76 FEET; THENCE EAST A DISTANCE OF 423.59 FEET; THENCE SOUTH A DISTANCE OF 1,315.82 FEET; THENCE WEST A DISTANCE OF 423.59 FEET TO THE P.O.B.

And further that the Grantors, their successors and assigns, in consideration of the sum of Ten Dollars ($10.00), in hand paid and other good and valuable consideration, does hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, herein-after called the "Grantee," its successors and assigns, the following described real estate:

BEING A TEMPORARY EASEMENT, LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST QUARTER (SW/4) OF THE ABOVE DESCRIBED TRACT A DISTANCE OF 120 FEET ALONG THE SOUTH LINE OF SAID TRACT TO THE POINT OF BEGINNING (P.O.B.); THENCE EAST A DISTANCE OF 50 FEET; THENCE NORTH A DISTANCE OF 25 FEET; THENCE WEST A DISTANCE OF 50 FEET; THENCE SOUTH A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING (P.O.B.). CONTAINING 1,250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS

hereinafter called the "Subject Property," with the right of ingress and egress for the purpose of installing a pressure reducing valve and vault on an existing water line, for a period not to exceed twenty-four (24) months from the beginning of construction.

David J. Smith

David J. Smith

Linda R. Smith

Linda R. Smith

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 4th day of June, 2026, personally appeared, David & Linda Smith, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its /, and acknowledged to me that they executed the same as their free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Cynthia J. Gibson
NOTARY PUBLIC

My Commission Expires:
My Commission Number:

(SEAL) CYNTHIA J. GIBSON NOTARY PUBLIC #07000487 EXP. 01/11/27 STATE OF OKLAHOMA

City of Stillwater – Yost Tower and Water Line Project
Smith PRV
Assessor Parcel 600057500

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20__, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during an open meeting, does hereby approve and accept from the named Grantor this Temporary Construction Easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 20__.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	3.c. CC-26-122
Previous/Related Action:	• CC 24-54;Task Order Agreement with Black and Veatch for Engineering Services for Water and Sewer Capital Projects. • SUA-2025-5, CC-2025-21, SUA-2025-6; authorizing an FAP loan from the Oklahoma Water Resources Board (OWRB). • SUA-26-29; Appropriation of funds for easement acquisition.
Background/Issue:	The TO-01 Projects include the construction of a new 24-inch transmission waterline from the Water Treatment Plant (WTP) to the N. Perkins Water Tower. The new 24-inch Northeast Pressure Zone Transmission Main will be constructed on private properties outside the public right-of-way. Staff have completed landowner negotiations for the above-referenced permanent and temporary construction easements (attached).
Proposal/Solution:	The above-referenced easements are necessary for the project.
Financial Source/Impact:	No additional appropriations are necessary for this action.
Related Pillar(s):	Strong Infrastructure
Recommended Action/Motion:	Accept Permanent and Temporary Construction Easements for TO-01, Northeast Transmission Main Project: • Parcels 10A and 10.1, being a part of tract 1 and 2 of a parcel lying in the SW4 of Section 24, Township 20N, Range 2E of Payne County, Oklahoma, from 3GB Ranch, LLC; • Parcels 14A and 14.1, being a tract of land in the NW4 of Section 25, Township 20N, Range 2E of Payne County, Oklahoma, from Alan Kindt and Catherine Kindt; • Parcel 13A, being a tract of land in the NW4 of Section 25, Township 20N, Range 2E of Payne County, Oklahoma, from Daniel Chance and Catherine Chance; • Parcels 8A and 8.1, being a tract of land in the N2 of SW4

	of Section 24, Township 20N, Range 2E of Payne County, Oklahoma, from Tasmanian Properties, LLC.
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 3 GB Ranch LLC Easement Docs
2. Alan and Catherine Kindt Easements Docs
3. Daniel and Catherine Chance Easement
4. Tasmanian Properties Water and TC Easement

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned 3GB Ranch LLC, an Oklahoma Limited Liability Company, certifies that it own(s) and possess(es) all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Tract 1: A tract of land situated in the South Half of the South Half of the Southwest Quarter (S/2 S/2 SW4) of Section 24, Township 20 North, Range 2 East I.M., Payne County, Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: Commencing at the Southwest Corner of Section 24; THENCE North 89 degrees 31 minutes 55 seconds East along the South line thereof 155.00 feet to a point on the Highway right-of-way; THENCE North 00 degrees 13 minutes 21 seconds East along the East line of the Highway right-of-way 334.89 feet to the Point of Beginning; THENCE continuing North 00 degrees 13 minutes 21 seconds East along the Highway right-of-way 6.88 feet; THENCE North 08 degrees 18 minutes 29 seconds West along the Highway right-of-way 202.24 feet; THENCE North 00 degrees 13 minutes 21 seconds East along the Highway right-of-way 111.74 feet to a point on the North line of the South Half of the South Half of the Southwest Quarter; THENCE North 89 degrees 24 minutes 12 seconds East along the North line of the South Half of the South Half of the Southwest Quarter 349.06 feet; THENCE South 00 degrees 30 minutes 19 seconds East 319.75 feet; THENCE South 89 degrees 31 minutes 55 seconds West 323.11 feet to the Point of Beginning;
AND
Tract 2: A tract of land situated in the South Half of the South Half of the Southwest Quarter (S/2 S/2 SW/4) of Section Twenty-four (24), Township Twenty (20) North, Range Two (2) East of the I.M., Payne County, Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: Commencing at the Southwest Corner (SW/C) of Section Twenty-four (24); THENCE North 89 degrees 31 minutes 55 seconds East along the South line thereof 155.00 feet to a point on the Highway Right of Way, said point also being the Point of Beginning; THENCE North 00 degrees 13 minutes 21 seconds East along the East line of the Highway Right of Way 334.89 feet; THENCE North 89 degrees 31 minutes 55 seconds East 323.11 feet; THENCE South 00 degrees 30 minutes 19 seconds East 334.86 feet to a point on the South line of the Southwest Quarter (SW/4); THENCE South 89 degrees 31 minutes 55 seconds West along the South line of the Southwest Quarter (SW/4) 327.36 feet to the Point of Beginning.
AND
Tract 3: A tract of land situated in the South Half of the South Half of the Southwest Quarter (S/2 S/2 SW/4) of Section Twenty-four (24), Township Twenty (20) North, Range Two (2) East I.M., Payne County, Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: Commencing at the Southwest corner of Section 24; THENCE North 89 degrees 31 minutes 55 seconds East along the South line thereof 482.36 feet to the Point of Beginning; THENCE North 00 degrees 30 minutes 19 seconds West 654.61 feet to a point on the North line of the South Half of the South Half of the Southwest Quarter; THENCE North 89 degrees 24 minutes 12 seconds East along the North line of the South Half of the South Half of the Southwest Quarter 398.99 feet; THENCE South 00 degrees 30 minutes 19 seconds East 655.51

feet to a point on the South line of the Southwest Quarter; THENCE South 89 degrees 31 minutes 55 seconds West along the South line of the Southwest Quarter 398.99 feet to the Point of Beginning.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of a water line(s) through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

LEGAL DESCRIPTION PARCEL 10A

Stillwater - NEPZ
Parcel 10A

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, T-20-N, R-02-E; THENCE N00°56'06"W ALONG THE WEST LINE OF THE SW/4 A DISTANCE OF 653.45 FEET; THENCE N89°08'36"E A DISTANCE OF 131.80 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF FILED BOOK 192 MISC PAGE 384 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N89°08'36"E A DISTANCE OF 30.00 FEET; THENCE S0°20'24"E A DISTANCE OF 143.28 FEET; THENCE S11°35'21"E A DISTANCE OF 325.26 FEET; THENCE S22°50'21"E A DISTANCE OF 142.75 FEET; THENCE S22°09'39"W A DISTANCE OF 28.26 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF E BURRIS RD; THENCE S89°18'39"W ALONG SAID RIGHT-OF-WAY OF E BURRIS RD A DISTANCE OF 107.27 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE OF FILED BOOK 192 MISC PAGE 384; THENCE N0°20'24"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 308.77 FEET; THENCE N8°52'11"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 202.23 FEET; THENCE N0°20'24"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 111.90 FEET TO THE POINT OF BEGINNING; CONTAINING 31,431 SQUARE FEET OR 0.72 ACRES MORE OR LESS.

The above-described easement is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of June, 2026.

3GB Ranch LLC,
an Oklahoma Limited Liability Company

Name: Michael Gundy Title: Manager

Stillwater – NEPZ
Parcel 10A

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 18th day of June, 2026, personally appeared, Michael Gundy to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation/partnership/LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 03/24/30
My Commission Number: 14002605

(SEAL)

LACIE JONES NOTARY # 14002605 EXP. 03/24/30 PUBLIC STATE OF OKLAHOMA

When Recorded Return To:
City of Stillwater/Water Utilities
PO Box 1449
Stillwater, OK 74076

Stillwater - NEPZ
Parcel 10A

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

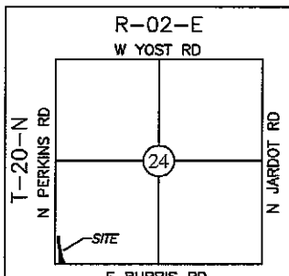
_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

Stillwater – NEPZ
Parcel 10A

WATER LINE EASEMENT
EXHIBIT PARCEL 10A



LOCATION MAP

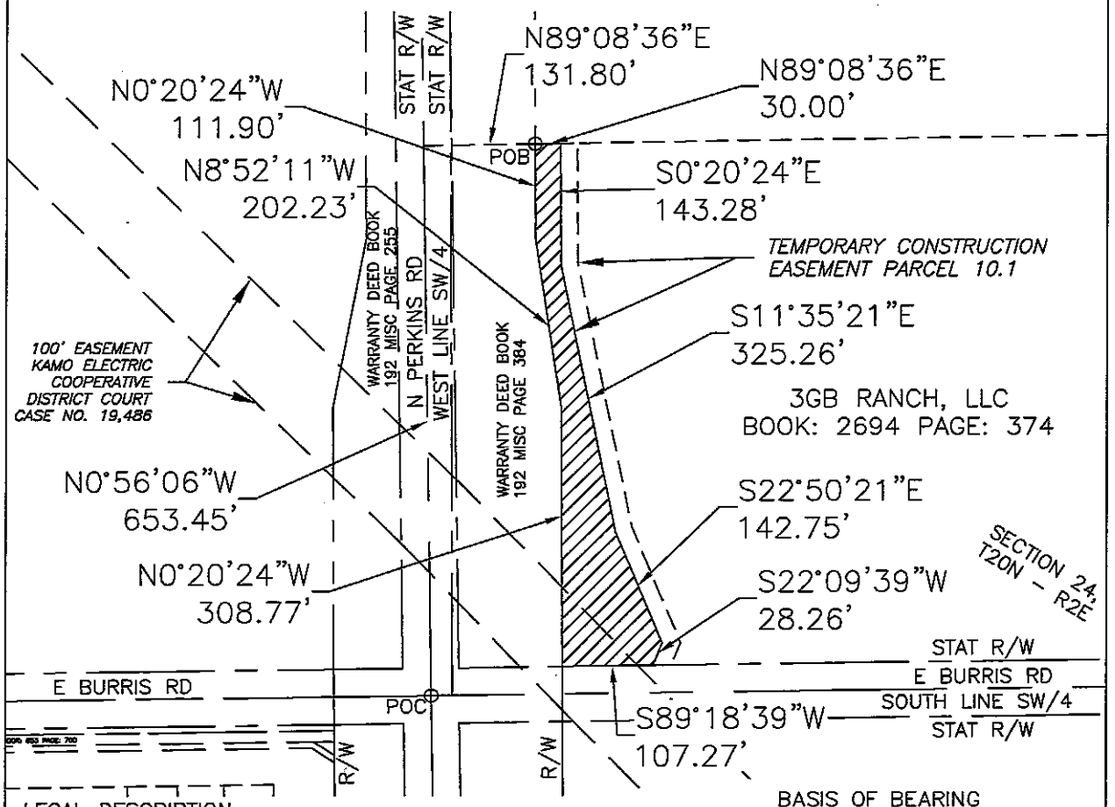
SURVEYOR

WSB
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027

BEFORE GROSS 493,970 SF 11.34 ACRES
PROPOSED EASEMENT 31,431 SF 0.72 ACRES
EXISTING EASEMENT (OVERLAPPING) 4,160 SF 0.10 ACRES

N

SCALE: 1"=200'



LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, T-20-N, R-02-E; THENCE N00°56'06"W ALONG THE WEST LINE OF THE SW/4 A DISTANCE OF 653.45 FEET; THENCE N89°08'36"E A DISTANCE OF 131.80 FEET TO A POINT ON THE RIGHT-OF-WAY LINE IN FILED BOOK 192 MISC PAGE 384 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N89°08'36"E A DISTANCE OF 30.00 FEET; THENCE S0°20'24"E A DISTANCE OF 143.28 FEET; THENCE S11°35'21"E A DISTANCE OF 325.26 FEET; THENCE S22°50'21"E A DISTANCE OF 142.75 FEET; THENCE S22°09'39"W A DISTANCE OF 28.26 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF E BURRIS RD; THENCE S89°18'39"W ALONG SAID RIGHT-OF-WAY OF E BURRIS RD A DISTANCE OF 107.27 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE FILED IN BOOK 192 MISC PAGE 384; THENCE N0°20'24"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 308.77 FEET; THENCE N8°52'11"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 202.23 FEET; THENCE N0°20'24"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 111.90 FEET TO THE POINT OF BEGINNING; CONTAINING 31,431 SQUARE FEET OR 0.72 ACRES MORE OR LESS.

BASIS OF BEARING

OKLAHOMA STATE PLANE NORTH

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

5/26/26
DATE OF SIGNATURE

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL ROYCE
L.S. 1627
OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned 3GB Ranch LLC, an Oklahoma Limited Liability Company, certifies that it own(s) and possess(es) all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4;
THENCE, N 89°10'59" E, (BEING THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION), ALONG THE SOUTH LINE OF THE NW/4, A DISTANCE OF 135.05 FEET TO THE EAST RIGHT-OF-WAY LINE OF PERKINS ROAD.
THENCE, N 00°34'48" W, ALONG THE EAST RIGHT-OF-WAY LINE OF PERKINS ROAD, A DISTANCE OF 655.46 FEET TO A SET ½" IRON PIN, BEING THE **POINT OF BEGINNING.**
THENCE, N 00°34'48" W, ALONG THE EAST RIGHT-OF-WAY LINE OF PERKINS ROAD, A DISTANCE OF 327.73 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED AT BOOK 1545 PAGE 336;
THENCE, N 89°00'46" E, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 1331.48 FEET TO THE SOUTHEAST CORNER OF SAID TRACT;
THENCE, S 00°34'48" E, A DISTANCE OF 327.73 FEET TO A SET ½" IRON PIN;
THENCE, S 89°00'41" W, A DISTANCE OF 1331.48 FEET TO THE **POINT OF BEGINNING.**
CONTAINING AN AREA OF 10.02 ACRES, more or less.

The North Half (N/2) of the South Half (S/2) of the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, LESS AND EXCEPT the High-way Right-of-way

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a temporary construction easement for the installation of utilities through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated to wit:

LEGAL DESCRIPTION PARCEL 10.1

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE

U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, T-20-N, R-02-E; THENCE N00°56'06"W ALONG THE WEST LINE OF THE SW/4 A DISTANCE OF 653.45 FEET; THENCE N89°08'36"E A DISTANCE OF 161.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°08'36"E A DISTANCE OF 20.00 FEET; THENCE S0°20'24"E A DISTANCE OF 141.48 FEET; THENCE S11°35'21"E A DISTANCE OF 321.32 FEET; THENCE S22°50'21"E A DISTANCE OF 149.06 FEET; THENCE S22°09'39"W A DISTANCE OF 28.11 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF E BURRIS RD; THENCE S89°18'39"W ALONG SAID RIGHT-OF-WAY OF E BURRIS RD A DISTANCE OF 21.70 FEET; THENCE N22°09'39"E A DISTANCE OF 28.26 FEET; THENCE N22°50'21"W A DISTANCE OF 142.75 FEET; THENCE N11°35'21"W A DISTANCE OF 325.26 FEET; THENCE N0°20'24"W A DISTANCE OF 143.28 FEET TO THE POINT OF BEGINNING; CONTAINING 12,796 SQUARE FEET OR 0.29 ACRES MORE OR LESS.

The above-described easement is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantor shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantor, his/her/their successors or assigns, nor shall the grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utilities during construction.

It is a condition of this temporary construction easement that it shall not be filed for record and that all rights conveyed to the City of Stillwater by this instrument shall terminate upon completion of the project.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of June, 2026.

3GB Ranch LLC,
an Oklahoma Limited Liability Company

Name: Michael Gundy Title: Manager

Stillwater – NEPZ
Parcel 10.1

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 18 day of June, 2026, personally appeared, Michael Gundy to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation/partnership/LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 03/24/30
My Commission Number: 14002605

(SEAL)

LACIE JONES NOTARY # 14002605 EXP. 03/24/30 PUBLIC STATE OF OKLAHOMA

Stillwater – NEPZ
Parcel 10.1

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

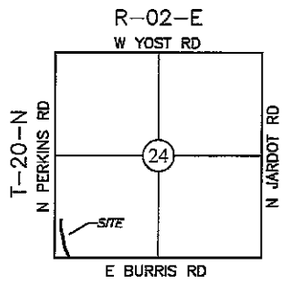
ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT PARCEL 10.1



LOCATION MAP

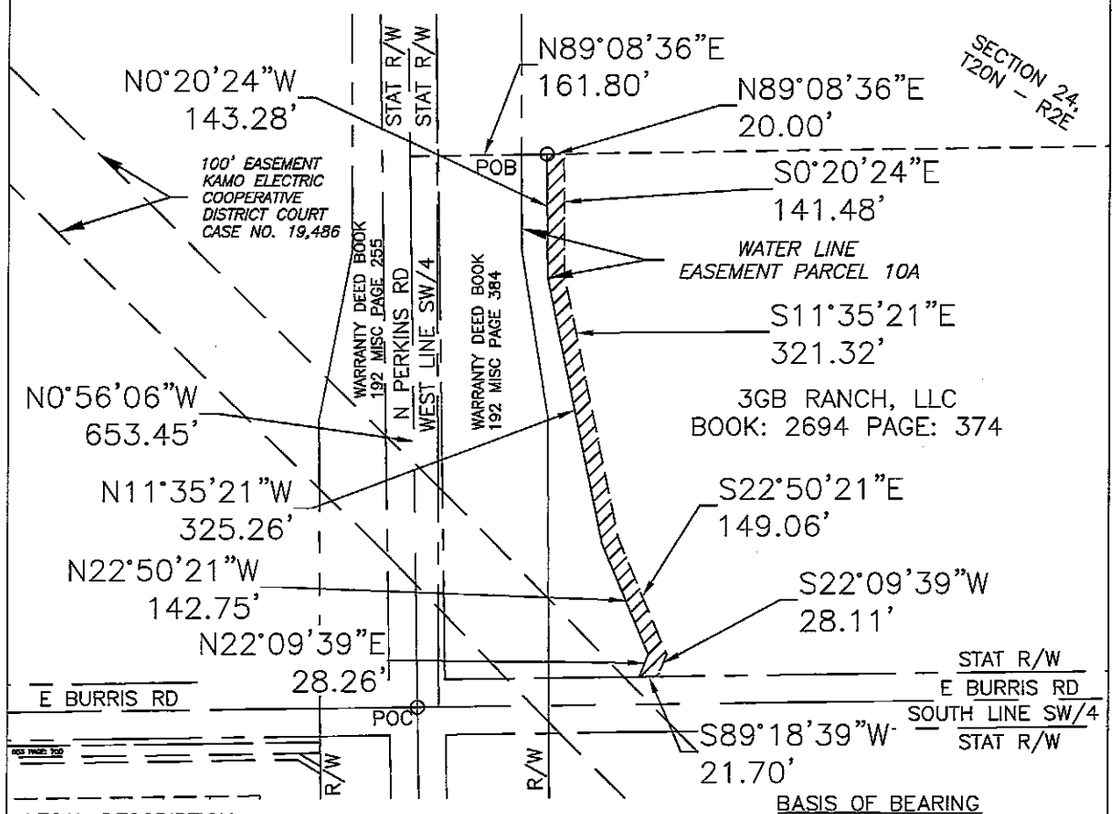
SURVEYOR

WSB

1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027

N

SCALE: 1"=200'



BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

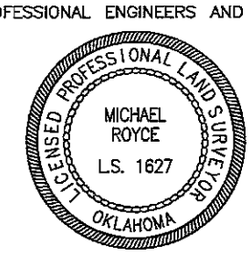
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24, T-20-N, R-02-E; THENCE N00°56'06"W ALONG THE WEST LINE OF THE SW/4 A DISTANCE OF 653.45 FEET; THENCE N89°08'36"E A DISTANCE OF 161.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°08'36"E A DISTANCE OF 20.00 FEET; THENCE S0°20'24"E A DISTANCE OF 141.48 FEET; THENCE S11°35'21"E A DISTANCE OF 321.32 FEET; THENCE S22°50'21"E A DISTANCE OF 149.06 FEET; THENCE S22°09'39"W A DISTANCE OF 28.11 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF E BURRIS RD; THENCE S89°18'39"W ALONG SAID RIGHT-OF-WAY OF E BURRIS RD A DISTANCE OF 21.70 FEET; THENCE N22°09'39"E A DISTANCE OF 28.26 FEET; THENCE N22°50'21"W A DISTANCE OF 142.75 FEET; THENCE N11°35'21"W A DISTANCE OF 325.26 FEET; THENCE N0°20'24"W A DISTANCE OF 143.28 FEET TO THE POINT OF BEGINNING; CONTAINING 12,796 SQUARE FEET OR 0.29 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

2/3/26
DATE OF SIGNATURE



WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Alan Kindt and Catherine Kindt, husband and wife, certify(ies) that he/she/they own(s) and possess(es) all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A tract of land in the Northwest Quarter (NW/4) of Section Twenty-five (25), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: Beginning at a point 135.05 feet East and 983.19 feet North of the Southwest corner (SW/cor) of the Northwest Quarter (NW/4) of Section Twenty-five (25); thence North 327.73 feet; thence East 1,331.48 feet; thence South 327.73 feet; thence West 1,331.48 feet to the Point of Beginning.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of a water line(s) through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

LEGAL DESCRIPTION PARCEL 14A

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 25, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SECTION 25, T-20-N, R-02-E; THENCE N1°01'09"W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 983.27 FEET; THENCE N89°09'34"E A DISTANCE OF 142.19 FEET TO A POINT ON THE RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384 ALSO BEING THE POINT OF BEGINNING; THENCE N0°34'48"W ALONG SAID RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384 A DISTANCE OF 172.39 FEET; THENCE N44°25'12"E A DISTANCE OF 73.54 FEET; THENCE N0°34'48"W A DISTANCE OF 103.72 FEET TO A POINT ON THE NORTH LINE OF ACCESS EASEMENT FILED IN BOOK 2751 PAGE 727; THENCE N89°09'51"E ALONG SAID ACCESS EASEMENT A DISTANCE OF 30.00 FEET; THENCE S0°34'48"E A DISTANCE OF 116.28 FEET; THENCE S44°25'12"W A DISTANCE OF 73.54 FEET; THENCE S0°34'48"E A DISTANCE OF 159.82 FEET; THENCE S89°09'34"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 10,489 SQUARE FEET OR 0.24 ACRES MORE OR LESS.
The above-described easement is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

Stillwater – NEPZ
Parcel 14A

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of June, 2026.

Alan Kindt

Catherine Kindt

Stillwater – NEPZ
Parcel 14A

STATE OF OK)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 11 day of June, 2026, personally appeared, Alan Kindt and Catherine Kindt, husband and wife to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 03/24/30
My Commission Number: 14002605

(SEAL)

LACIE JONES NOTARY # 14002605 EXP. 03/24/30 PUBLIC STATE OF OKLAHOMA

When Recorded Return To:
City of Stillwater/Water Utilities
PO Box 1449
Stillwater, OK 74076

Stillwater – NEPZ
Parcel 14A

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

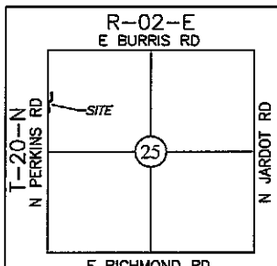
_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

Stillwater - NEPZ
Parcel 14A

WATER LINE EASEMENT
EXHIBIT PARCEL 14A



LOCATION MAP

SURVEYOR

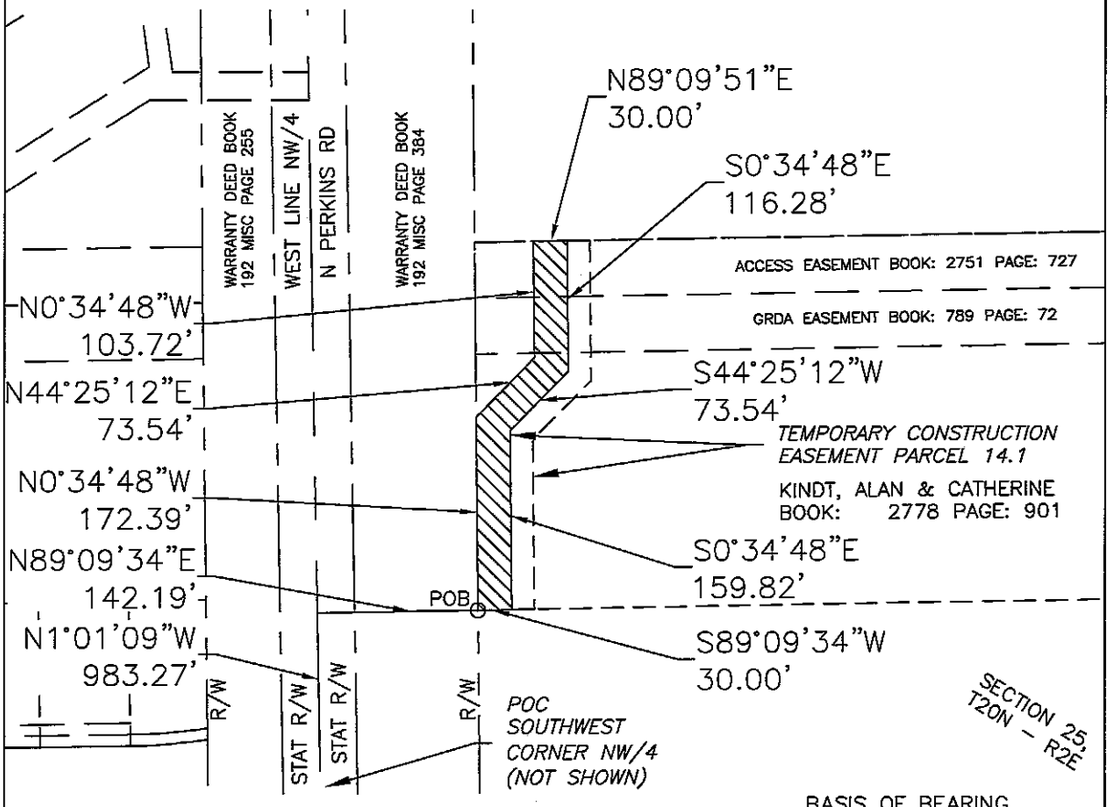
WSB

1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027

BEFORE GROSS	436,471 SF	10.02 ACRES
PROPOSED EASEMENT	10,489 SF	0.24 ACRES
EXISTING GRDA EASEMENT (OVERLAPPING)	3,000 SF	0.07 ACRES
EXISTING ACCESS EASEMENT (OVERLAPPING)	1,500 SF	0.03 ACRES

N

SCALE: 1"=150'



BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 25, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SECTION 25, T-20-N, R-02-E; THENCE N1°01'09"W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 983.27 FEET; THENCE N89°09'34"E A DISTANCE OF 142.19 FEET TO A POINT ON THE RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384 ALSO BEING THE POINT OF BEGINNING; THENCE N0°34'48"W ALONG SAID RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384 A DISTANCE OF 172.39 FEET; THENCE N44°25'12"E A DISTANCE OF 73.54 FEET; THENCE N0°34'48"W A DISTANCE OF 103.72 FEET TO A POINT ON THE NORTH LINE OF ACCESS EASEMENT FILED IN BOOK 2751 PAGE 727; THENCE N89°09'51"E ALONG SAID ACCESS EASEMENT A DISTANCE OF 30.00 FEET; THENCE S0°34'48"E A DISTANCE OF 116.28 FEET; THENCE S44°25'12"W A DISTANCE OF 73.54 FEET; THENCE S0°34'48"E A DISTANCE OF 159.82 FEET; THENCE S89°09'34"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; CONTAINING 10,489 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

5/26/26
DATE OF SIGNATURE

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL ROYCE
L.S. 1627
OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Alan Kindt and Catherine Kindt, husband and wife, certify(ies) that he/she/they own(s) and possess(es) all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A tract of land in the Northwest Quarter (NW/4) of Section Twenty-five (25), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: Beginning at a point 135.05 feet East and 983.19 feet North of the Southwest corner (SW/cor) of the Northwest Quarter (NW/4) of Section Twenty-five (25); thence North 327.73 feet; thence East 1,331.48 feet; thence South 327.73 feet; thence West 1,331.48 feet to the Point of Beginning.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a temporary construction easement for the installation of utilities through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated to wit:

LEGAL DESCRIPTION PARCEL 14.1

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 25, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SECTION 25, T-20-N, R-02-E; THENCE N1°01'09"W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 983.27 FEET; THENCE N89°09'34"E A DISTANCE OF 172.19 FEET TO THE POINT OF BEGINNING; THENCE N0°34'48"W A DISTANCE OF 159.82 FEET; THENCE N44°25'12"E A DISTANCE OF 73.54 FEET; THENCE N0°34'48"W A DISTANCE OF 116.28 FEET TO A POINT ON THE NORTH LINE OF ACCESS EASEMENT FILED IN BOOK 2751 PAGE 727; THENCE N89°09'51"E ALONG SAID ACCESS EASEMENT A DISTANCE OF 20.00 FEET; THENCE S0°34'48"E A DISTANCE OF 124.65 FEET; THENCE S44°25'12"W A DISTANCE OF 73.54 FEET; THENCE S0°34'48"E A DISTANCE OF 151.45 FEET; THENCE S89°09'34"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; CONTAINING 6,993 SQUARE FEET OR 0.16 ACRES MORE OR LESS.

The above-described easement is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantor shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said

easement by the grantor, his/her/their successors or assigns, nor shall the grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utilities during construction.

It is a condition of this temporary construction easement that it shall not be filed for record and that all rights conveyed to the City of Stillwater by this instrument shall terminate upon completion of the project.

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of June, 2026.

Alan Kindt

Catherine Kindt

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 2026, personally appeared, Alan Kindt and Catherine Kindt, husband and wife to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:
My Commission Number:

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

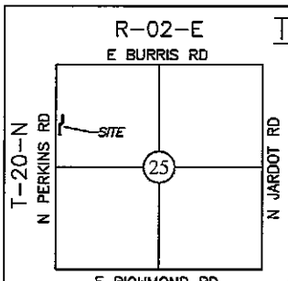
ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT PARCEL 14.1



LOCATION MAP

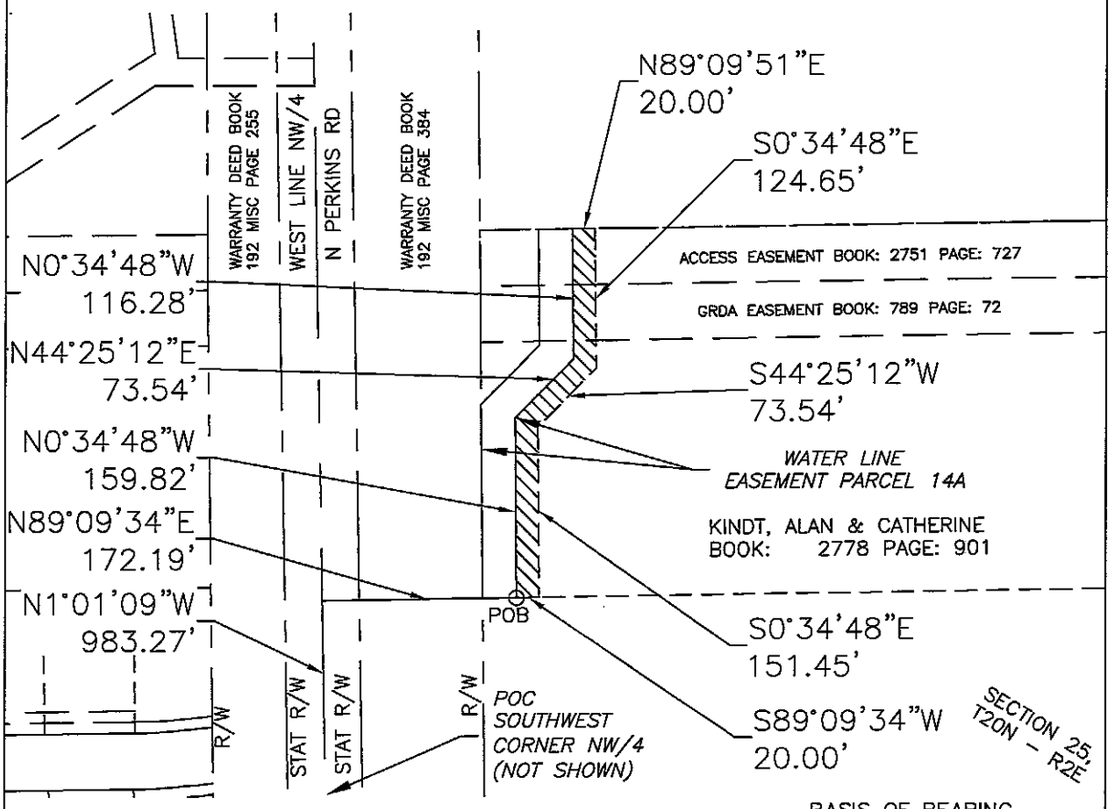
SURVEYOR

WSB
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027

BEFORE GROSS	436,471 SF	10.02 ACRES
PROPOSED EASEMENT	6,993 SF	0.16 ACRES
EXISTING GRDA EASEMENT (OVERLAPPING)	2,000 SF	0.05 ACRES
EXISTING ACCESS EASEMENT (OVERLAPPING)	1,000 SF	0.02 ACRES

N

SCALE: 1"=150'



LEGAL DESCRIPTION

BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 25, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SECTION 25, T-20-N, R-02-E; THENCE N1°01'09"W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 983.27 FEET; THENCE N89°09'34"E A DISTANCE OF 172.19 FEET TO THE POINT OF BEGINNING; THENCE N0°34'48"W A DISTANCE OF 159.82 FEET; THENCE N44°25'12"E A DISTANCE OF 73.54 FEET; THENCE N0°34'48"W A DISTANCE OF 116.28 FEET TO A POINT ON THE NORTH LINE OF ACCESS EASEMENT FILED IN BOOK 2751 PAGE 727; THENCE N89°09'51"E ALONG SAID ACCESS EASEMENT A DISTANCE OF 20.00 FEET; THENCE S0°34'48"E A DISTANCE OF 124.65 FEET; THENCE S44°25'12"W A DISTANCE OF 73.54 FEET; THENCE S0°34'48"E A DISTANCE OF 151.45 FEET; THENCE S89°09'34"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; CONTAINING 6,993 SQUARE FEET OR 0.16 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

5/26/26
DATE OF SIGNATURE

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL ROYCE
L.S. 1627
OKLAHOMA

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Daniel Chance and Catherine Chance, husband and wife certify(ies) that he/she/they own(s) and possess(es) all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A tract of land in the Northwest Quarter (NW/4) of Section Twenty-five (25), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, more particularly described as follows:
Commencing at the Southwest Corner (SW/Cor) of said NW/4; Thence North 89°10'59" East, along the South line of said Northwest Quarter (NW/4) a distance of 135.05 feet to the East right-of-way line of Perkins Road; Thence North 00°34'48" West along the East R/W line of Perkins Road a distance of 1310.92 feet to the Point of Beginning; Thence North 89°00'46" East parallel to the South line of the N/2 of the N/2 of the NW/4 a distance of 1331.48 feet; Thence North 00°34'48" West a distance of 327.73 feet; Thence South 89°00'46" West parallel to the South line of the N/2 of the N/2 of said NW/4 a distance of 1331.48 feet; Thence South 00°34'48" East along the East R/W line of Perkins Road a distance of 327.73 feet to the Point of Beginning.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of a water line(s) through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

LEGAL DESCRIPTION PARCEL 13A

4023 E Topaz
A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 25, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NW/4 OF SECTION 25, T-20-N, R-02-E; THENCE S1°01'09"E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 983.64 FEET; THENCE N88°48'52"E A DISTANCE OF 147.21 FEET TO A POINT ON THE RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N88°48'52"E A DISTANCE OF 30.00 FEET; THENCE S0°34'48"E A DISTANCE OF 259.58 FEET; THENCE S45°34'48"E A DISTANCE OF 73.54 FEET; THENCE S0°34'48"E A DISTANCE OF 16.15 FEET TO A POINT ON THE NORTH LINE OF ACCESS EASEMENT FILED IN BOOK 2751 PAGE 727; THENCE S89°09'51"W ALONG SAID ACCESS EASEMENT A DISTANCE OF 30.00 FEET; THENCE N0°34'48"W A DISTANCE OF 3.85 FEET; THENCE N45°34'48"W A DISTANCE OF 73.54 TO A POINT ON SAID RIGHT-OF-WAY; THENCE N0°34'48"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 271.69 FEET TO THE POINT OF BEGINNING; CONTAINING 10,475 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

The above-described easement is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no

Stillwater - NEPZ
Parcel 13A

building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

IN WITNESS WHEREOF, I have hereunto set my hand this 22 day of June, 2026.

Daniel Chance

Catherine Chance

Stillwater - NEPZ
Parcel 13A

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 22 day of June, 2026, personally appeared, Daniel Chance and Catherine Chance, husband and wife to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 03/24/30
My Commission Number: 14002605

(SEAL)

LACIE JONES NOTARY # 14002605 EXP. 03/24/30 PUBLIC STATE OF OKLAHOMA

When Recorded Return To:
City of Stillwater/Water Utilities
PO Box 1449
Stillwater, OK 74076

Stillwater - NEPZ
Parcel 13A

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

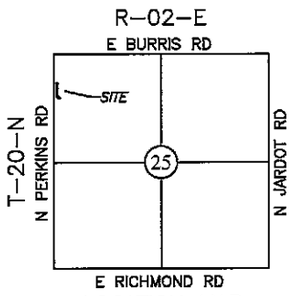
_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

Stillwater – NEPZ
Parcel 13A

WATER LINE EASEMENT EXHIBIT PARCEL 13A

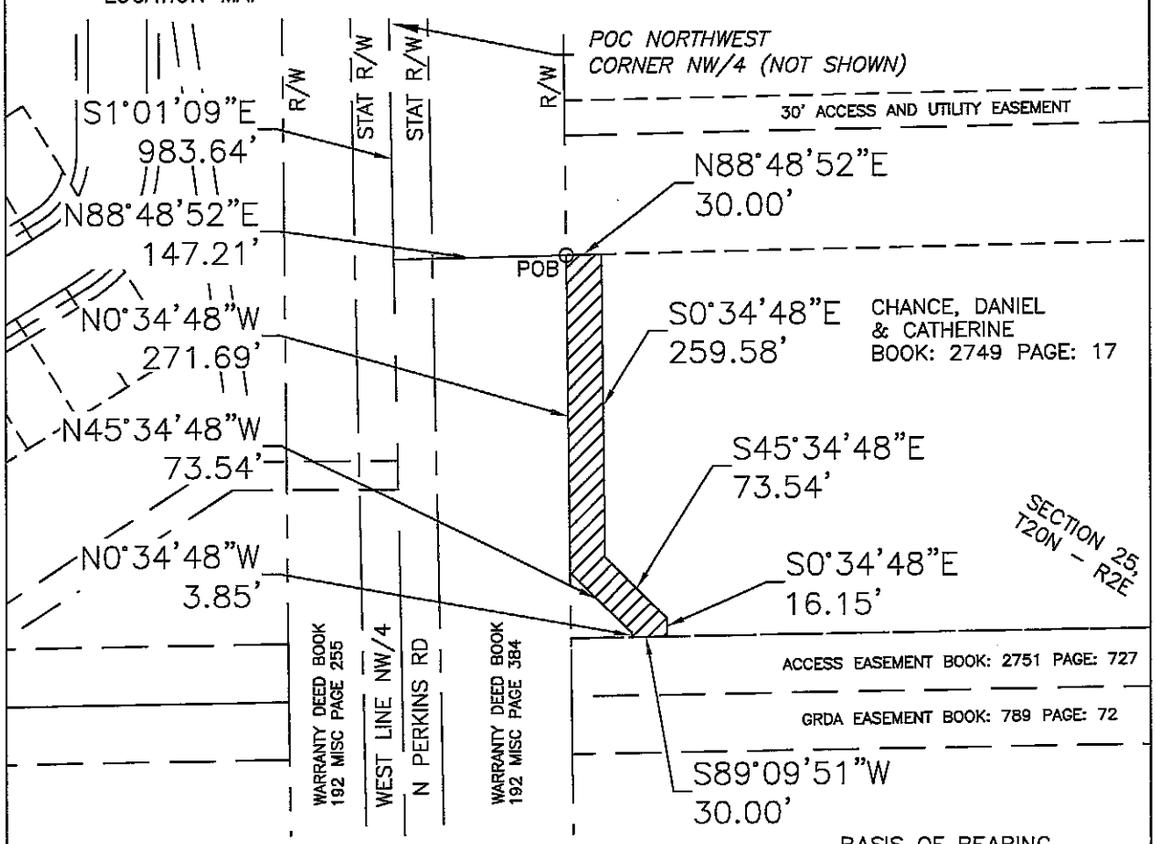


LOCATION MAP

SURVEYOR
WSB
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027

N

SCALE: 1"=150'



LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 25, T–20–N R–02–E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW/4 OF SECTION 25, T–20–N, R–02–E; THENCE S1°01'09"E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 983.64 FEET; THENCE N88°48'52"E A DISTANCE OF 147.21 FEET TO A POINT ON THE RIGHT–OF–WAY FILED IN BOOK 192 MISC PAGE 384 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N88°48'52"E A DISTANCE OF 30.00 FEET; THENCE S0°34'48"E A DISTANCE OF 259.58 FEET; THENCE S45°34'48"E A DISTANCE OF 73.54 FEET; THENCE S0°34'48"E A DISTANCE OF 16.15 FEET TO A POINT ON THE NORTH LINE OF ACCESS EASEMENT FILED IN BOOK 2751 PAGE 727; THENCE S89°09'51"W ALONG SAID ACCESS EASEMENT A DISTANCE OF 30.00 FEET; THENCE N0°34'48"W A DISTANCE OF 3.85 FEET; THENCE N45°34'48"W A DISTANCE OF 73.54 TO A POINT ON SAID RIGHT–OF–WAY FILED IN BOOK 192 MISC PAGE 384; THENCE N0°34'48"W ALONG SAID RIGHT–OF–WAY A DISTANCE OF 271.69 FEET TO THE POINT OF BEGINNING; CONTAINING 10,475 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

BASIS OF BEARING

OKLAHOMA STATE PLANE NORTH

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

04/20/26
DATE OF SIGNATURE

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL ROYCE
L.S. 1627
OKLAHOMA

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Tasmanian Properties, LLC an Oklahoma Limited Liability Company, certifies that it own(s) and possess(es) all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

THE SURFACE AND SURFACE RIGHTS ONLY IN AND TO:
The North Half (N/2) of the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, LESS AND EXCEPT the Highway according to the U.S. Government Survey thereof.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of a water line(s) through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

LEGAL DESCRIPTION PARCEL 8A

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW/4 OF SECTION 24, T-20-N R-02-E; THENCE N88°38'07"E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 152.19 FEET TO A POINT ON THE RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N88°38'07"E ALONG SAID NORTH LINE SW/4 A DISTANCE OF 30.00 FEET; THENCE S0°20'24"E A DISTANCE OF 1174.21 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE N17°02'19"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 104.40 FEET; THENCE N0°20'24"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1073.68 FEET TO THE POINT OF BEGINNING; CONTAINING 33,717 SQUARE FEET OR 0.77 ACRES MORE OR LESS.

The above-described easement is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said water line(s) at any and all times.

Stillwater - NEPZ
Parcel 8A

IN WITNESS WHEREOF, I have hereunto set my hand this 22 day of June, 2026.

Tasmanian Properties, LLC,
an Oklahoma Limited Liability Company

David M. Henneberry, Manager

Stillwater - NEPZ
Parcel 8A

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 22 day of June, 2026, personally appeared, David M. Henneberry to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its manager and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation/partnership/LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 03/24/30
My Commission Number: 14002605

(SEAL)

LACIE JONES NOTARY PUBLIC # 14002605 EXP. 03/24/30 STATE OF OKLAHOMA

When Recorded Return To:
City of Stillwater/Water Utilities
PO Box 1449
Stillwater, OK 74076

Stillwater - NEPZ
Parcel 8A

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

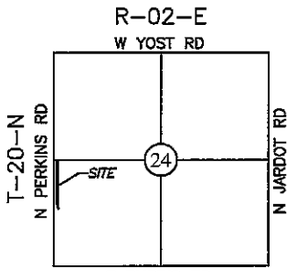
_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

Stillwater - NEPZ
Parcel 8A

WATER LINE EASEMENT EXHIBIT PARCEL 8A

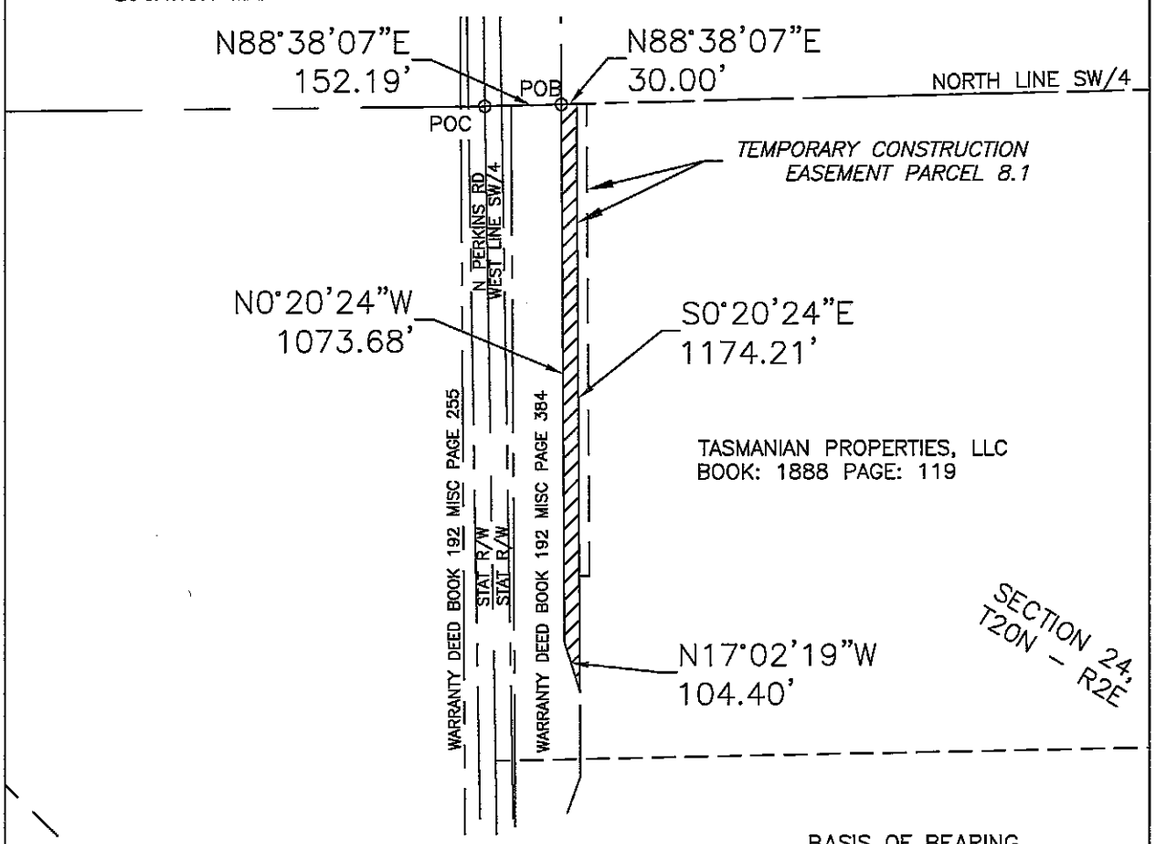


LOCATION MAP

SURVEYOR
WSB
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027

N

SCALE: 1"=350'



BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW/4 OF SECTION 24, T-20-N R-02-E; THENCE N88°38'07"E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 152.19 FEET TO A POINT ON THE RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N88°38'07"E ALONG SAID NORTH LINE SW/4 A DISTANCE OF 30.00 FEET; THENCE S0°20'24"E A DISTANCE OF 1174.21 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE N17°02'19"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 104.40 FEET; THENCE N0°20'24"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1073.68 FEET TO THE POINT OF BEGINNING; CONTAINING 33,717 SQUARE FEET OR 0.77 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

4/14/26
DATE OF SIGNATURE

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL ROYCE
L.S. 1627
OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Tasmanian Properties, LLC an Oklahoma Limited Liability Company, certifies that it own(s) and possess(es) all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

THE SURFACE AND SURFACE RIGHTS ONLY IN AND TO:
The North Half (N/2) of the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, LESS AND EXCEPT the Highway according to the U.S. Government Survey thereof.

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a temporary construction easement for the installation of utilities through, over, under, and across the portions of the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated to wit:

LEGAL DESCRIPTION PARCEL 8.1

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW/4 OF SECTION 24, T-20-N R-02-E; THENCE N88°38'07"E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 182.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°38'07"E A DISTANCE OF 20.00 FEET; THENCE S0°20'24"E A DISTANCE OF 940.00 FEET; THENCE S88°38'07"W A DISTANCE OF 20.00 FEET TO A POINT ON THE RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384; THENCE N0°20'24"W A DISTANCE OF 940.00 FEET TO THE POINT OF BEGINNING; CONTAINING 18,801 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

The above-described easement is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantor shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantor, his/her/their successors or assigns, nor shall the grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utilities during construction.

It is a condition of this temporary construction easement that it shall not be filed for record and that all rights conveyed to the City of Stillwater by this instrument shall terminate upon completion of the project.

IN WITNESS WHEREOF, I have hereunto set my hand this 22 day of June, 2026.

Tasmanian Properties, LLC,
an Oklahoma Limited Liability Company

David M. Henneberry, Manager

Stillwater - NEPZ
Parcel 8.1

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 22 day of June, 2026, personally appeared, David M. Henneberry to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its manager and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation/partnership/LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

My Commission Expires: 03/24/30
My Commission Number: 14002605

(SEAL)

LACIE JONES NOTARY # 14002605 EXP. 03/24/30 PUBLIC STATE OF OKLAHOMA

Stillwater - NEPZ
Parcel 8.1

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

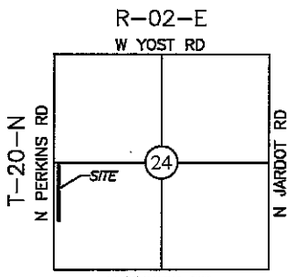
ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

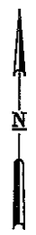
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT PARCEL 8.1



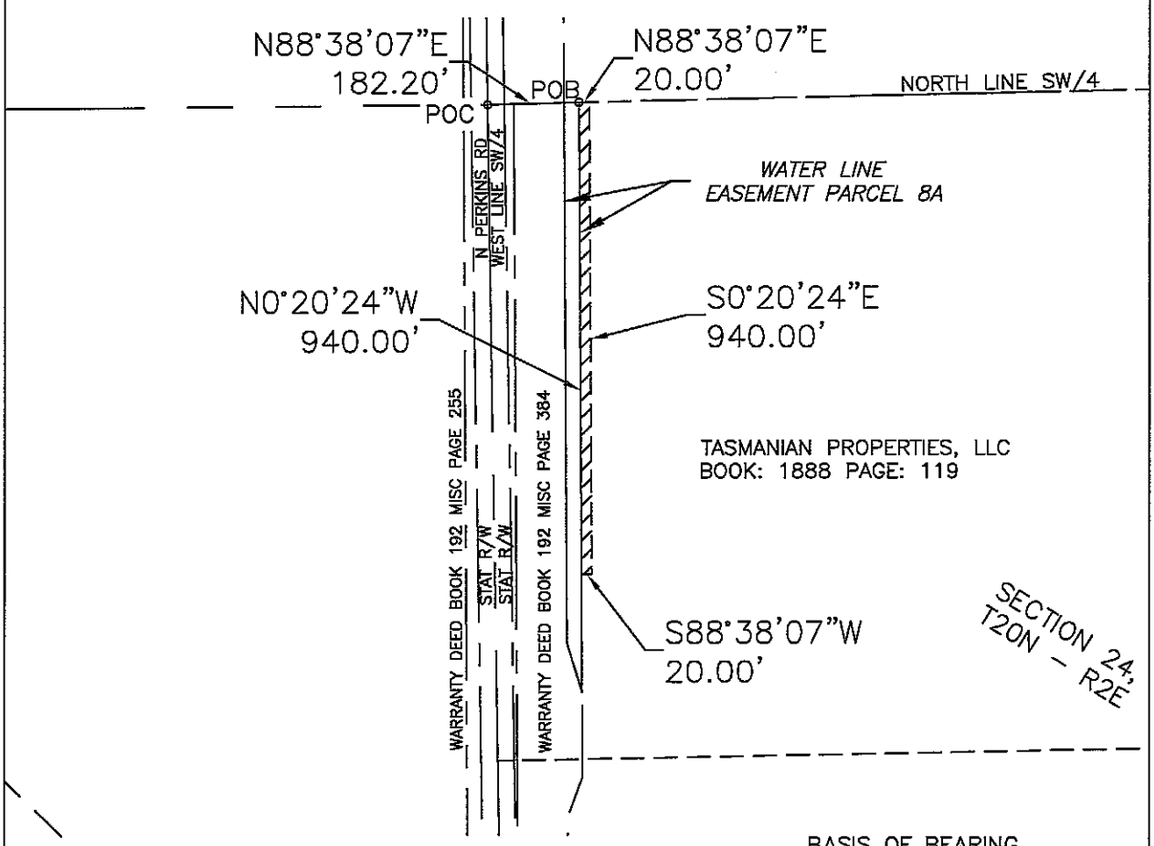
LOCATION MAP

SURVEYOR

WSB
1437 South Boulder Ave. Ste. 1550
Tulsa, Oklahoma 74119
Certificate of Authorization No. 1478
Expires June 30, 2027



SCALE: 1"=350'



BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 24, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW/4 OF SECTION 24, T-20-N R-02-E; THENCE N88°38'07"E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 182.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N88°38'07"E A DISTANCE OF 20.00 FEET; THENCE S0°20'24"E A DISTANCE OF 940.00 FEET; THENCE S88°38'07"W A DISTANCE OF 20.00 FEET TO A POINT ON THE RIGHT-OF-WAY FILED IN BOOK 192 MISC PAGE 384; THENCE N0°20'24"W A DISTANCE OF 940.00 FEET TO THE POINT OF BEGINNING; CONTAINING 18,801 SQUARE FEET OR 0.43 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

4/14/26
DATE OF SIGNATURE

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	3.d. CC-26-123
Previous/Related Action:	• SUA-18-40 Professional Services Agreement (PSA) with RJN for design • SUA-21-13 Amendment 1 to RJN PSA • CC-18-61 Master Services Agreement (MSA) with Keystone/Bancroft • SUA-22-24 Budget Amendment appropriating funds for easement acquisition • SUA-25-07 Amendment 2 to RJN PSA for additional design, land acquisition, and construction administration services.
Background/Issue:	West College Sewer Line Replacement and Manhole Rehabilitation, Phase 2 includes the design and construction of approximately 11,108 linear feet of sanitary sewer improvements within the West College area. The sanitary sewer lines will be constructed within public right-of-way and private properties. The new sanitary sewer lines will require 26 easements and approximately 66 rights-of-entry from landowners in the project area. Staff have completed landowner negotiations for the above-referenced permanent easements (attached): • Parcels 14A, being part of Lot 7, Block 11, DUCK ADDITION, City of Stillwater, Payne County, State of Oklahoma, from Amanda Baraldi and Scott Burtcher; • Parcels 41A of Lot 12 and the South 50 feet of Lot 13, Block 7, THIRD SECTION HAMILTON ADDITION, City of Stillwater, Payne County, State of Oklahoma, from Dalton Nash Jackson. • Parcels 16A, being part of Lot 1, Block 12, Duck Addition, City of Stillwater, Payne County, Oklahoma, from Glen Larry Tower Trustee of Trust, Glen Larry Tower Revocable Trust Agreement Trust, U/A 9-15-1997.
Proposal/Solution:	The above-referenced easements are necessary for the project.

Financial Source/Impact:	No additional appropriations are necessary for this action.
Related Pillar(s):	Strong Infrastructure
Recommended Action/Motion:	Accept Permanent Easements for West College Sewer Line Replacement and Manhole Rehabilitation, Phase 2 Project: • Parcels 14A, being part of Lot 7, Block 11, DUCK ADDITION, City of Stillwater, Payne County, State of Oklahoma, from Amanda Baraldi and Scott Burtcher; • Parcels 41A, of Lot 12 and the South 50 feet of Lot 13, Block 7, THIRD SECTION HAMILTON ADDITION, City of Stillwater, Payne County, State of Oklahoma, from Dalton Nash Jackson. • Parcels 16A, being part of Lot 1, Block 12, Duck Addition, City of Stillwater, Payne County, Oklahoma, from Glen Larry Tower Trustee of Trust, Glen Larry Tower Revocable Trust Agreement Trust, U/A 9-15-1997.
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Amanda Baraldi Easement Docs
2. Dalton Nash Jackson Easement Docs
3. Glen Larry Tower Trustee Easement Docs

SANITARY SEWER LINE EASEMENT – PARCEL 14.A

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Amanda Baraldi and Scott Burtcher, a married couple, certify that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

> *The South 58 feet of the East 225 feet of Lot Six (6), and all of Lot Seven (7), Block Eleven (11), DUCK ADDITION to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof; as filed in Book 2569 on Page 40.*

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of sewer lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

> *A sanitary sewer easement located in Lot 7, Block 11, DUCK ADDITION, City of Stillwater, Payne County, State of Oklahoma, being generally described as follows:*
> *The East 5.00 feet of the West 10.00 feet of said Lot 7.*

The easement contains 425 square feet or 0.01 acres, more or less, and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utility(ies) at any and all times.

Amanda Baraldi

Scott Burtcher

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 18 day of June, 2026 personally appeared Amanda Baraldi and Scott Burtcher, a married couple to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

(SEAL) LACIE JONES NOTARY # 14002605 EXP. 03/24/30 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 03/24/30
My Commission Number: 14002605

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20____, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 20____.

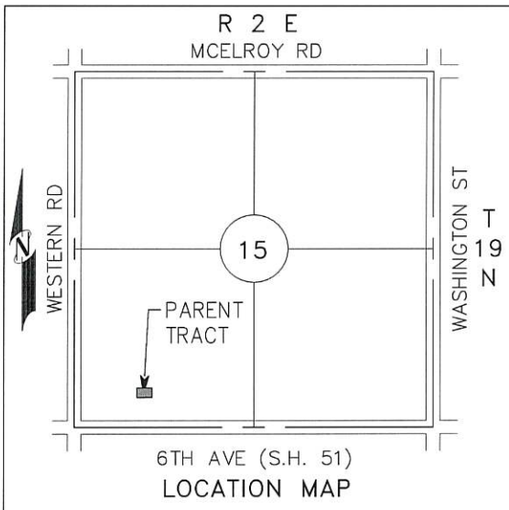
_____
CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

When Recorded Return To:

Water Utilities Department
City of Stillwater
PO Box 1449
Stillwater, OK 74076

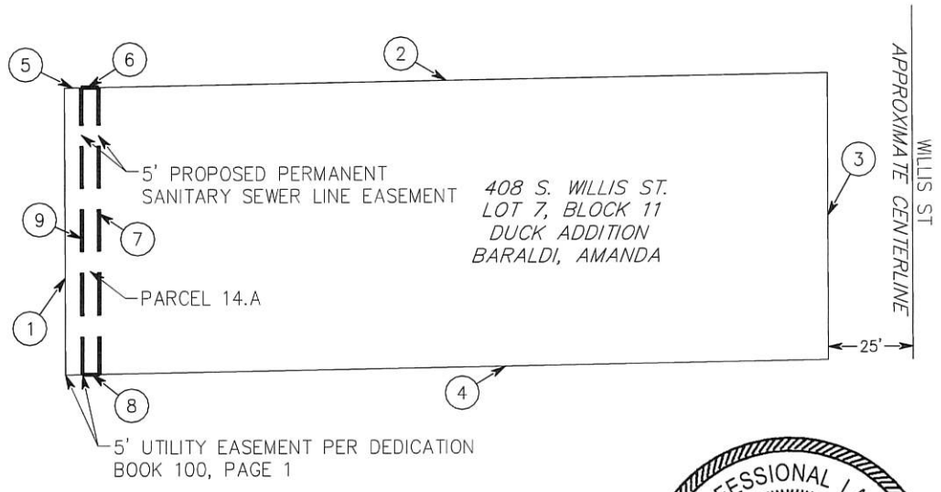
PARCEL 14.A

SANITARY SEWER LINE EASEMENT



LOCATION MAP

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N00°21'45"W	85.01'	L6	N88°57'30"E	5.00'
L2	N88°57'30"E	225.02'	L7	S00°21'45"E	85.01'
L3	S00°21'45"E	85.01'	L8	S88°57'30"W	5.00'
L4	S88°57'30"W	225.02'	L9	N00°21'45"W	85.01'
L5	N88°57'30"E	5.00'			



1"=50'

1. SEE PARCEL 14.A PAGE 1 FOR EASEMENT DESCRIPTION.
2. ALL CALLS, LOCATIONS, AND INFORMATION SHOWN ARE DERIVED FROM DATA PROVIDED BY THE CITY OF STILLWATER, PROJECT NUMBER 19SL01 – WEST COLLEGE PHASE 2, EYLER AND MANHOLE REHABILITATION PROJECT.
3. PREPARED BY BANCROFT DESIGN, INC., LOCATED AT 923 SOUTH LOWRY STREET, STILLWATER, OKLAHOMA, CERTIFICATE OF AUTHORIZATION NUMBER 9205, EXPIRES JUNE 30, 2026, HAVING A PHONE NUMBER OF 405-743-3355.

CITY OF stillwater

WEST COLLEGE PHASE 2, EYLER AND MANHOLE REHABILITATION PROJECT
WEST COLLEGE, DUCK, & HAMILTON ADDITIONS

01/21/2026

SANITARY SEWER LINE EASEMENT – PARCEL 41.A

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Dalton Nash Jackson, a single person, certifies that he owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

> *The North Twenty-five (25) feet of Lot Twelve (12) and the South Fifty (50) feet of Lot Thirteen (13), in Block Seven (7), THIRD SECTION HAMILTON ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof; as filed in Book 2751 on Page 731.*

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of sewer lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

> *A sanitary sewer easement located in the North 25 feet of Lot 12 and the South 50 feet of Lot 13, Block 7, THIRD SECTION HAMILTON ADDITION, City of Stillwater, Payne County, State of Oklahoma, being generally described as follows:*
> *The West 5.00 feet of the East 10.00 feet of the said North 25 feet of Lot 12 and the West 5.00 feet of the East 10.00 feet of the said South 50 feet of Lot 13.*

The easement contains 375 square feet or 0.009 acres, more or less, and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utility(ies) at any and all times.

Dalton Nash Jackson

Dalton Nash Jackson

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 18 day of June, 2026, personally appeared Dalton Nash Jackson, a single person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

(SEAL) LACIE JONES NOTARY # 14002605 EXP. 03/24/30 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 03/24/30
My Commission Number: 14002605

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20____, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 20____.

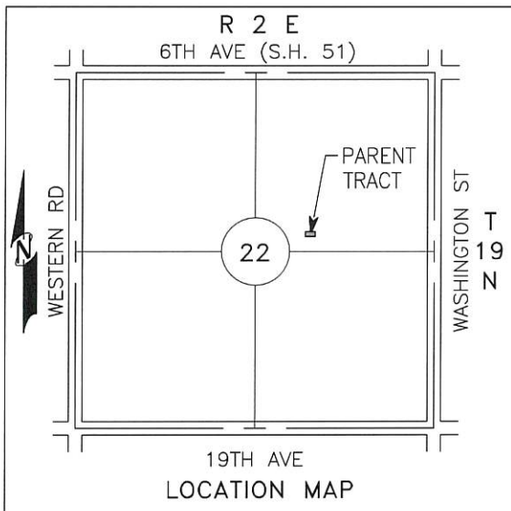
_____
CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

When Recorded Return To:

Water Utilities Department
City of Stillwater
PO Box 1449
Stillwater, OK 74076P

PARCEL 41.A

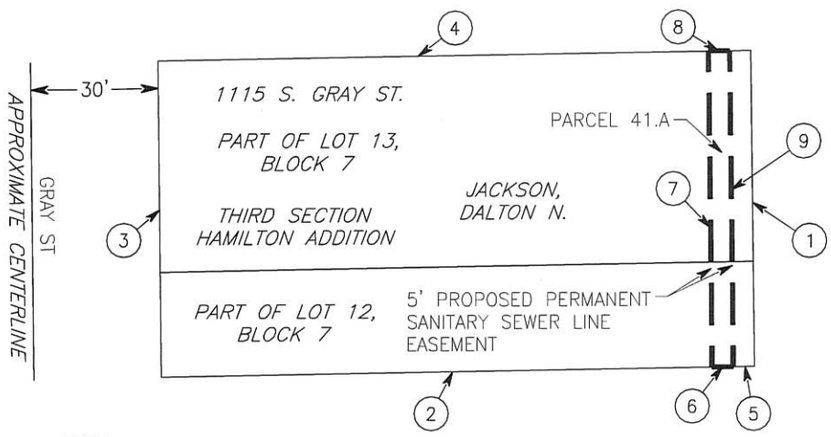
SANITARY SEWER LINE EASEMENT



LOCATION MAP

LINE TABLE		
#	BEARING	DISTANCE
L1	S00°44'57"E	75.00'
L2	S89°02'06"W	140.05'
L3	N00°45'08"W	75.00'
L4	N89°02'06"E	140.00'
L5	S89°02'06"W	5.00'

LINE TABLE		
#	BEARING	DISTANCE
L6	S89°02'06"W	5.00'
L7	N00°44'57"W	75.00'
L8	N89°02'06"E	5.00'
L9	S00°44'57"E	75.00'



LICENSED PROFESSIONAL LAND SURVEYOR
DANIEL A. McPEEK
02/13/26
2029
OKLAHOMA

N

1"=40'

1. SEE PARCEL 41.A PAGE 1 FOR EASEMENT DESCRIPTION.
2. ALL CALLS, LOCATIONS, AND INFORMATION SHOWN ARE DERIVED FROM DATA PROVIDED BY THE CITY OF STILLWATER, PROJECT NUMBER 19SL01 – WEST COLLEGE PHASE 2, EYLER AND MANHOLE REHABILITATION PROJECT.
3. PREPARED BY BANCROFT DESIGN, INC., LOCATED AT 923 SOUTH LOWRY STREET, STILLWATER, OKLAHOMA, CERTIFICATE OF AUTHORIZATION NUMBER 9205, EXPIRES JUNE 30, 2026, HAVING A PHONE NUMBER OF 405-743-3355.

CITY OF stillwater

WEST COLLEGE PHASE 2, EYLER AND MANHOLE REHABILITATION PROJECT
WEST COLLEGE, DUCK, & HAMILTON ADDITIONS

01/21/2026

SANITARY SEWER LINE EASEMENT – PARCEL 16.A

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Glen Larry Tower Trustee of Trust, Glen Larry Tower Revocable Trust Agreement Trust, U/A 9-15-1997, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

> *Lot One (1), Block Twelve (12), DUCK ADDITION to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof; as filed in Book 2799 on Page 987.*

and further that the undersigned, in consideration of the sum of One Dollar ($1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of sewer lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

> *A sanitary sewer easement located in Lot 1, Block 12, DUCK ADDITION, City of Stillwater, Payne County, State of Oklahoma, being more particularly described as follows: Commencing at the SE corner of said Lot 1; thence, a distance of 5.00 feet, on a bearing of N00°21'45"W, along the East line of said Lot 1, said line being the basis of bearing for this description, to the Point of Beginning; thence, S88°57'30"W along the North line of an existing 5 foot easement shown on said plat, a distance of 81.81 feet to a point on the East line of an existing easement shown on said plat; thence, N00°21'45"W along the East line of said easement, a distance of 7.50 feet; thence, N88°57'30"E parallel to the said North line, a distance of 81.81 feet to a point on the East line of said Lot 1; thence, S00°21'45"E along the East line of said Lot 1, a distance of 7.50 feet to the Point of Beginning;*

The easement contains 614 square feet or 0.01 acres, more or less, and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utility(ies) at any and all times.

Glen Larry Tower Trustee of Trust, Glen Larry Tower Revocable Trust Agreement Trust, U/A 9-15-1997

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 22 day of June, 2026, personally appeared Glen Larry Tower, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged as its trustee to me that he executed the same as his free and voluntary act and deed and free and voluntary act and deed of the trust for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

(SEAL)

LACIE JONES NOTARY PUBLIC # 14002605 EXP. 03/24/30 STATE OF OKLAHOMA

My Commission Expires: 03/24/30
My Commission Number: 14002605

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20____, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 20____.

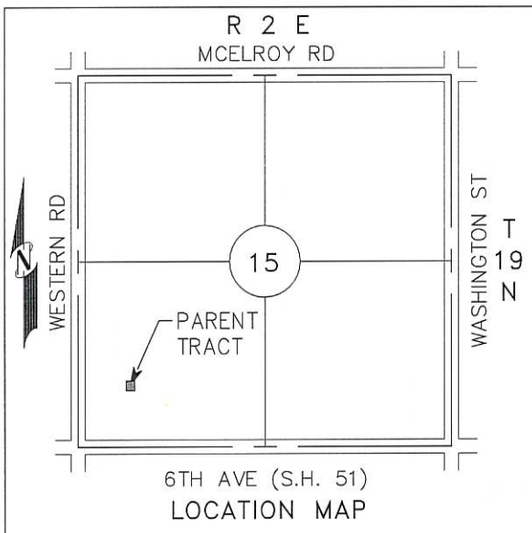
_____
CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

When Recorded Return To:

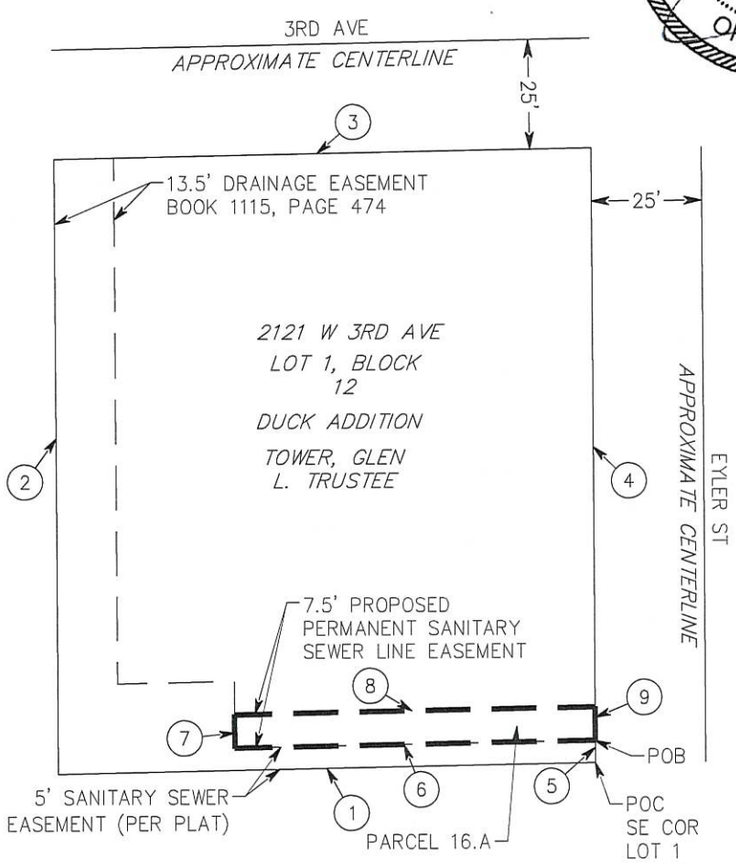
Water Utilities Department
City of Stillwater
PO Box 1449
Stillwater, OK 74076

PARCEL 16.A

SANITARY SEWER LINE EASEMENT



LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S88°57'30"W	121.81'	L6	S88°57'30"W	81.81'
L2	N00°21'45"W	140.01'	L7	N00°21'45"W	7.50'
L3	N88°57'30"E	121.81'	L8	N88°57'30"E	81.81'
L4	S00°21'45"E	140.01'	L9	S00°21'45"E	7.50'
L5	N00°21'45"W	5.00'			



1"=40'

1. SEE PARCEL 16.A PAGE 1 FOR EASEMENT DESCRIPTION.
2. ALL CALLS, LOCATIONS, AND INFORMATION SHOWN ARE DERIVED FROM DATA PROVIDED BY THE CITY OF STILLWATER, PROJECT NUMBER 19SL01 – WEST COLLEGE PHASE 2, EYLER AND MANHOLE REHABILITATION PROJECT.
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CITY OF stillwater

WEST COLLEGE PHASE 2, EYLER AND MANHOLE REHABILITATION PROJECT
WEST COLLEGE, DUCK, & HAMILTON ADDITIONS

01/21/2026

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	3.e. CC-26-124
Previous/Related Action:	
Background/Issue:	• Stillwater Regional Airport (SWO) Airport staff complete daily inspections of the Airport runways and taxiways as required by the FAA • Airport staff identified areas on Runway 17/35 and Taxiway A that are experiencing pavement faulting and spalling with suspected subgrade issues, resulting in non-compliant safety standards if these issues are not addressed • Airport staff, through a pavement contractor, completed temporary patch repairs to Runway 17/35 and Taxiway A as well as grinding of an approximately 62' section of Taxiway A experiencing faulting, to mitigate a pavement lip approaching 1.5" on Taxiway A. • Airport staff have consulted with KSA Engineers to assess the areas of concern for permanent repair. KSA Engineers have proposed pavement evaluation and design of pavement rehabilitation in the amount of $175,502 Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) funds are available with 95% FAA funding and 5% City funding.
Proposal/Solution:	Upon Council approval to apply for the FAA AIG grant for the Runway 17/35 and Taxiway Alpha Pavement Evaluation and Rehabilitation design. Construction is planned for FY27 and will be pursued under a future FAA grant.
Financial Source/Impact:	Runway 17/35 and Taxiway Alpha Pavement Evaluation and Rehabilitation design will be funded through FAA grant funds, City of Stillwater match and contingency funds. A resolution for the aforementioned FAA funded AIG grant for the parking lot is included in this council packet.
Related Pillar(s):	Quality of Life Strong Infrastructure

Recommended Action/Motion:	Approve Stillwater Regional Airport Runway 17/35 and Taxiway Alpha Pavement Evaluation and Rehabilitation design in the amount of $175,502 which will be funded through FAA grant funds, City of Stillwater match and contingency funds; authorize the City Manager to sign a task order with KSA Engineers; and authorize associated budget amendments.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 104024 SWO Pavement Rehabilitation and Evaluation Letter Proposal_20260514
2. Airport Budget Amendments

KSA
a Pape-Dawson company

2720 Washington Dr., Suite 120
Norman, OK 73069
405.233.3676

May 14, 2026

Kellie Reed, CM
Airport Director
Stillwater Regional Airport

via email

Re: SWO Runway 17/35 and Taxiway Alpha Pavement Evaluation and Rehabilitation

Ms. Reed:

KSA, a Pape-Dawson company (KSA) is pleased to present this letter to serve as our proposal to provide professional engineering services to Stillwater Regional Airport. This contract, supplemental to the current General Service Agreement (GSA), will allow Stillwater Regional Airport to task KSA with the scope of services described below.

Scope of Services

In our continued support of the airport, KSA proposes the following services for the project referenced above:

- **Grant Administration** – KSA will review sponsor prepared grant documents.
- **Pavement Evaluation and Report** – KSA will provide professional services to perform a non-destructive pavement evaluation and a report of the findings.
- **Engineering Design and Specifications –** KSA will provide professional services to complete engineering design of plans and specifications for construction and assist with bidding.

A detailed scope of work and schedule are provided as attached.

Schedule

See attached detailed scope of work.

Compensation

The services described above will be provided by KSA on a lump sum basis. Grant administration for a lump sum of **$3,040**; Pavement Evaluation and Report for a lump sum of **$121,066**; Engineering Design and Specifications for a lump sum of **$51,396**. See attached detailed man-hour spreadsheet for additional information.

Sincerely,

KSA, a Pape-Dawson company

Adam Marsh, PE
Associate Vice President

Attached: Detailed scope of work and fee breakdown.

KSA
a Pape-Dawson company

STILLWATER REGIONAL AIRPORT

Professional Service Proposal for Evaluation, Design, Construction and Grant Administration, Construction Observation, and Construction Materials Testing associated with the Runway 17/35 and Taxiway Alpha Pavement Evaluation and Rehabilitation, at Stillwater Regional Airport, Stillwater, Oklahoma.

KSA, a Pape-Dawson company (Engineer) has been requested by Stillwater Regional Airport (Owner) to submit a proposal to perform professional services for pavement evaluation, design, and limited grant administration associated with the design of the Runway 17/35 and Taxiway Alpha Pavement Rehabilitation (Project). This proposal does not include construction administration, construction observation, or construction materials testing (CMT). It is anticipated those services will be added as part of a future proposal. It is assumed the project will be funded utilizing a single FAA grant and local funds. The project will generally include the following:

- Evaluation of a portion of Runway 17/35 and Taxiway Alpha Pavement, the northern 3,000 feet of Runway 17 and Taxiway Alpha including Taxiway Connectors Delta and Echo.

- Pavement Rehabilitation to portions of Runway 17/35 and Taxiway Alpha around Taxiway Echo. Rehabilitation is anticipated to be selected panel replacements and minor drainage improvements.

Our proposed Scope of Services and Fee is described below based on previous discussions and our general understanding of the project.

I. SCOPE OF SERVICES

A. GRANT ADMINISTRATION SERVICES

a. Stillwater Regional Airport will prepare their own grant application, requests for reimbursements (RFRs), and grant closeout documents.

b. Engineer shall:

i. Review sponsor prepared grant application, RFRs, and closeout.

B. PAVEMENT EVALUATION AND REPORT

a. Engineer shall:

i. Conduct a Project Kick-off Meeting with Airport, Engineering Team, and ARA via Teams.
ii. Conduct site visit for date gathering and review existing Airport records.

iii. KSA's Pavement Evaluation subconsultant (ARA) shall complete the following:
   a. 3D Ground Penetrating Radar (GPR) for void detection and underlying anomalies up to 5 feet deep for the northern 3,000' of Runway 17/35 and northern 3,000' of Taxiway Alpha, including taxiway connectors.
   b. Heavy Weight Deflectometer (HWD) Testing and Analysis for the northern 3,000' of Runway 17/35 and northern 3,000' of Taxiway Alpha, including taxiway connectors.
   c. For the areas of inspection and analysis, prepare a report with Pavement Structural Adequacy, ACR/PCR, Load Transfer Efficiency, Void Analysis on transverse joints, heat map of problematic areas.

iv. Prepare a draft report with ARA's findings along with Engineer's recommendations for improvements including potential future projects.
v. Analyze existing pavement damage and design repair structure(s).
vi. Conduct a draft report review meeting with the Airport and FAA, via Teams.
vii. Prepare and submit final report.
viii. Client coordination, QC and task management.

C. DESIGN PHASE SERVICES

a. Engineer shall:

i. Develop a Pavement Design for repair areas meeting structural requirements of existing Airfield Fleet Mix.
ii. Analyze existing drainage within the project area and design mitigation(s).
iii. Prepare CAD base files and design plans.
   a. Title sheet, Sheet Index and Summary of Quantities, General Notes, Construction Safety Phasing Plan Sheets, Site Plan, Phasing, Access and Staging, Phasing Details, Runway 17/35 and Taxiway Alpha PCC Jointing Plans and Details, Runway 17/35 and Taxiway Alpha Drainage Plan and Details.
iv. Prepare front end documents, Construction Safety Phasing Plan (CSPP) and Design Specifications in accordance with FAA guidelines and Advisory Circulars.
v. Prepare Engineers' Opinion of Probable Construction Cost (EOPCC).
vi. Conduct internal quality control of project deliverables.
vii. Conduct design review meeting with Owner and FAA. Modify documents per review meeting and comments.
viii. Prepare and submit CSPP and work areas in OE/AAA for FAA review.
ix. Prepare one (1) construction management plan to meet FAA requirements.
x. Submit Sealed Bid Documents.
xi. Bidding Service:
   a. Conduct in-person pre bid meeting.
   b. Answer Contractor Questions.
   c. Prepare and Issue Addenda.
   d. Review Bids and Provide Engineers' Recommendation.
   e. Coordinate and assist airport with construction contracts.

D. CONSTRUCTION ADMINISTRATION SERVICES

Not included in this proposal.

E. RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

Not included in this proposal.

F. CONSTRUCTION MATERIALS TESTING

Not included in this proposal.

G. EXPENSES

a. Expenses shall include:
   i. Mileage: Mileage incurred shall include trips required for the execution of the contract. Anticipated trips include travel from the KSA offices to the airport. Mileage shall be reimbursed at the current GSA rate.
   ii. Meals and Incidental: Meals and incidentals incurred shall be reimbursed while away from the office as part of the execution of the contract. Meals and incidentals shall be reimbursed at the current GSA rate of $80 per day.

H. ADDITIONAL SERVICES

a. Other items not specifically included in this proposal shall be considered additional services and subject to agreement between Owner and Engineer, including but not limited to the following:

   i. Geotechnical Investigation
   ii. Survey
   iii. Construction Administration
   iv. Resident Project Representative
   v. Construction Materials Testing

II. SCHEDULE

The Engineer will commence Professional Services for the execution of this work upon receipt of Notice to Proceed from the Sponsor. Below is the anticipated schedule of work:

ITEM	Draft Project Schedule
Notice to Proceed from Owner to KSA	6/15/2026
Engineering Report	10/13/2026
Final Design	12/12/2026
Grant Closeout	1/11/2027

III. PROFESSIONAL SERVICE FEES

The Engineer proposes to provide Professional Services described in Section II Scope of Services on a lump sum basis as described below.

KSA
a Pape-Dawson company

Summary of Engineering Related Fees

CLIENT: STILLWATER REGIONAL AIRPORT (SWO)

PROJECT: RUNWAY 17/35 AND TAXIWAY ALPHA PAVEMENT EVULATION AND REHABILIATION

KSA NO.: 104024

DATE: 5/14/2026

KSA
a Pape-Dawson company

Item No.	Description	Invoicing Method		Total Amount
Basic Services				
	Grant Administration Services	Lump Sum	$	3,040.00
	Pavement Evaluation and Report	Lump Sum	$	121,066.00
	Design Phase Services	Lump Sum	$	51,396.00
		Design Total:	$	175,502.00

Man-Hour Calculation

CLIENT: STILLWATER REGIONAL AIRPORT (SWO)
PROJECT: RUNWAY 17/35 AND TAXIWAY ALPHA PAVEMENT EVULATION AND REHABILIATION
KSA NO.: 104024
DATE: 5/14/2026

KSA
a Pape-Dawson company

PROJECTED MAN-HOURS

Item No.	Task Description	Prime Civil Engineer (KSA)							Mileage & Expenses	Outside Services		Phase Totals
		OK Associate Vice President	Sr. Project Manager	Project Manager	Engineer I	CAD Tech III	Grant Administrator	Resident Proj. Rep		Geotech/Lab METCO	Pavement Eval. ARA	
Grant Administration Services												
	Review Sponsor Prepared Grant Documents	8										
Subtotal												
	Subtotal Projected Man-hours:	8	0	0	0	0	0	0				
	Hourly Rate:	$ 380.00	$ 320.00	$ 230.00	$ 140.00	$ 140.00	$ 160.00	$ 150.00				
	Subtotal Estimated Cost:	$ 3,040.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,040.00**
Pavement Evaluation and Report												
	Project Kick-off Meeting (1 Virtual Meeting)	2	2	2								
	Data Gathering Site Visit and Review of Existing Records	8	2	4		4			$ 206.00			
	ARA Non-Destructive Testing and Evaluation of Findings	2		8		2	4				$ 83,200.00	
	FAARFIELD 2.0 Setup and Evaluation	1	4	12		4						
	Pavement Damage Analysis		4	6								
	Draft Report Preparation	1	2	12		4						
	Draft Report Review (1 Virtual Meeting)	2		2								
	Final Report Preparation	2	6	16		8						
	Final Report Presentation to Client (1 Virtual Meeting)	2		4								
	Client Coordination, QC, and Project Updates	8		4								
	Monthly Invoicing to Owner		1				3					
Subtotal												
	Subtotal Projected Man-hours:	28	21	70	0	22	7	0				
	Hourly Rate:	$ 380.00	$ 320.00	$ 230.00	$ 140.00	$ 140.00	$ 160.00	$ 150.00				
	Subtotal Estimated Cost:	$ 10,640.00	$ 6,720.00	$ 16,100.00	$ -	$ 3,080.00	$ 1,120.00	$ -	$ 206.00		$ 83,200.00	**$ 121,066.00**
Design Phase Services												
	Pavement Structure Design for Repair Area	1	2	2								
	Evaluate Project Area Drainage	1	2	4								
	Prepare CAD Base Files		1	2		4						
	Prepare Design Plans											
	Title Sheet				1	2						
	Sheet Index and Summary of Quantities				1	2						
	General Notes			1	2	2						
	Construction Safety Phasing Plan Sheets (2 Sheets)		1	1	2	4						
	General Site Plan, Phasing, Site Access and Staging Area		1	1	2	4						
	Phasing Details			1	2	2						
	Runway 17/35 Repair Areas PCC Jointing Plan		1	1	2	4						
	Taxiway Alpha Repair Areas PCC Jointing Plan		1	1	2	4						
	PCC Repair Details			1	2	4						
	Runway and Taxiway Drainage Plan		2	4	4	4						
	Drainage Details			2	2	2						
	Prepare Front End Documents			2	8		2					
	Prepare Construction Safety Phasing Plan			4	4		2					
	Prepare Design Specifications		1	4	16							
	Prepare Opinion of Probable Construction Cost			4	8							
	Quality Control Review (Final Documents)	4	2									

Man-Hour Calculation

CLIENT: STILLWATER REGIONAL AIRPORT (SWO)
PROJECT: RUNWAY 17/35 AND TAXIWAY ALPHA PAVEMENT EVULATION AND REHABILIATION
KSA NO.: 104024
DATE: 5/14/2026

a Pape-Dawson company

PROJECTED MAN-HOURS

Item No.	Task Description	Prime Civil Engineer (KSA)							Mileage & Expenses	Outside Services		Phase Totals
		OK Associate Vice President	Sr. Project Manager	Project Manager	Engineer I	CAD Tech III	Grant Administrator	Resident Proj. Rep		Geotech/Lab METCO	Pavement Eval. ARA	
	Design Review Meeting - (Teams Meeting)	2	2									
	Prepare and Submit (OE/AAA) Documents			2	2							
	Modify Documents per Final Design Review Meeting			2	4	4						
	Submit Sealed Bid Documents	1		1		2						
	Bidding											
	Conduct Prebid Meeting	6		4					$ 206.00			
	Answer Contractor Questions	1	2	4			4					
	Prepare and Issue Addenda	1		4			4					
	Review Bids and Provide Recommendation	1	1	4								
	Coordinate with City for Const. Contract Docs		1	1			4					
	Prepare Construction Management Plan	1	2	2	4							
	Project Management	4	4	4								
	Monthly Invoicing to Owner	2					4					
Subtotal												
	Subtotal Projected Man-hours:	25	26	63	68	44	20	0				
	Hourly Rate:	$ 380.00	$ 320.00	$ 230.00	$ 140.00	$ 140.00	$ 160.00	$ 150.00				
	Subtotal Estimated Cost:	$ 9,500.00	$ 8,320.00	$ 14,490.00	$ 9,520.00	$ 6,160.00	$ 3,200.00	$ -	$ 206.00		$ -	**$ 51,396.00**
Total Project												
	Total Projected Man-hours:	61	47	133	68	66	27	0				
	Hourly Rate:	$ 380.00	$ 320.00	$ 230.00	$ 140.00	$ 140.00	$ 160.00	$ 150.00				
	Total Estimated Cost:	$ 23,180.00	$ 15,040.00	$ 30,590.00	$ 9,520.00	$ 9,240.00	$ 4,320.00	$ -	$ 412.00	$ -	$ 83,200.00	**$ 175,502.00**

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2027

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/16/2026

Department: Finance **Requested by:** Seth Hughes

Explanation:

Expenditure:
Transfer out from the City Capital Fund for design and rehabilitation of RWY 17/35 and TWY A.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out	1050000 - 71000		$ 0	$ 166,726	$ 166,726
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 166,726

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 7/16/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

--Print on Yellow Paper--

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2027

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/16/2026

Department: Finance **Requested by:** Seth Hughes

Explanation:

Revenue:
Transfer in from the City Capital Fund for design and rehabilitation of RWY 17/35 and TWY A.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	8200000 - 61000		$ 0	$ 166,726	$ 166,726
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 166,726

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 7/16/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

--Print on Yellow Paper--

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2027

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/16/2026

Department: Airport **Requested by:** Kellie Reed

Explanation:

Expenditure:
Appropriate funds for design and rehabilitation of RWY 17/35 and TWY A. Funding is provided by transfer from City Capital Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	RWY 17/35 & TWY A Rehab/Constru	8207010 - 54009	27AP01820	$ 0	$ 166,726	$ 166,726
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 166,726

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 7/16/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	3.f. CC-26-125
Previous/Related Action:	
Background/Issue:	The City of Stillwater entered into an Aviation Marketer Agreement effective July 1, 2019 with Phillips 66 Company and a second agreement with Phillips 66 Company to fund Airport fuel tank improvements effective July 1, 2020. Upon Council approval on July 7, 2026, the City of Stillwater entered into a short-term extension of the Aviation Marketer Agreement effective on July 1, 2026 until July 31, 2026 with the agreement the extension may be terminated earlier than July 31, 2026 by execution of a new Aviation Marketer Agreement to provide aviation fuels to Stillwater Regional Airport. The Stillwater Regional Airport (SWO) owns, operates, and maintains the fuel farm at SWO, consisting of 100LL AvGas and Jet A aviation fuel tanks. SWO purchases fuel from Phillips 66 for sale to the Airport's Fixed Base Operator (FBO). The FBO sells fuel purchased from SWO to aircraft at SWO. Phillips 66 has provided outstanding support as the Airport's fuel supplier. Phillips 66 provides access to Federal Aviation Administration (FAA) required fueling safety training for Airport staff.
Proposal/Solution:	Airport staff recommend approving the Aviation Marketer Agreement with Phillips 66 Company through July 31, 2031.
Financial Source/Impact:	The Airport energy account funds fuel purchases. Airport fuel farm improvements will be funded by the aforementioned grant from the Phillips 66 Company.
Related Pillar(s):	Quality of Life
Recommended Action/Motion:	Approve the Aviation Marketer Agreement with Phillips 66 Company through July 31, 2031 for fuel at Stillwater Regional Airport and authorize the City Manager to sign the agreement.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy

Submitted By:	Brady Moore, City Manager

Attachments

1. Phillips 66 Short-Term Extension of Aviation Marketer Agreement fully executed July 2026
2. Phillips 66 - Aviation Marketer Agreement City of Stillwater 2026 (CAO edits)
3. Phillips 66 - Exhibit A - City of Stillwater 2026 (CAO edits)
4. Phillips 66 - Price Amendment -AMA- City of Stillwater 2026 (CAO edits)

SHORT-TERM EXTENSION OF
AVIATION MARKETER AGREEMENT

THIS AGREEMENT is made and entered into on this 1 day of July 2026 by and between the City of Stillwater, Oklahoma, a municipal corporation, as owner and operator of Stillwater Regional Airport, and Phillips 66 Company.

WITNESSETH

WHEREAS, on July 1, 2019, the City of Stillwater ("Stillwater") and Phillips 66 Company ("Phillips 66") entered into an Aviation Marketer Agreement ("Agreement") and Agreement to Fund Addendum to the Aviation Marketer Agreement, for the purpose of providing aviation fuels and the installation and upgrade to Stillwater's fuel storage tanks at Stillwater Regional Airport ("Airport") for an initial term beginning July 1, 2019, and ending June 30, 2024; and

WHEREAS, the parties executed an Amended and Restated Second Agreement to Fund Addendum to the Aviation Marketer Agreement dated July 1, 2020, to extend the term of the Agreement and provide for additional funding to be used for the installation and upgrade to Stillwater's fuel storage tanks at Stillwater Regional Airport; and

WHEREAS, the parties agree that a short-term extension of the current Agreement allows the parties to negotiate a new agreement and supports continued operation for airport users.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Extension Term. The parties agree to extend the Aviation Marketer Agreement dated July 1, 2019, for an additional one (1) month beginning July 1, 2026, and ending July 31, 2026. The parties agree that this Agreement may be terminated earlier than July 31, 2026, by execution of a new Aviation Marketer Agreement to provide aviation fuels to Stillwater Regional Airport.

2. Effect of Contract Provisions. Except as amended herein, all provisions contained within the Agreement dated July 1, 2019, and any subsequent addendums, shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

Phillips 66 Company

Barry Nordhues

Barry Nordhues, Branded Rep - Aviation
Name, Title

City of Stillwater, Oklahoma
a Municipal Corporation

Brady Moore, City Manager

AVIATION MARKETER AGREEMENT

—City of Stillwater —

August 1, 2026

DRAFT

Phillips 66 Company

AVIATION MARKETER AGREEMENT

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Phillips 66 Company

AVIATION MARKETER AGREEMENT

This Aviation Marketer Agreement ("Agreement") is dated and entered into **August 1, 2026** (hereinafter called the "Effective Date"), by and between Phillips 66 Company (hereinafter referred to as "PSX") and **City of Stillwater, Oklahoma**, as owner and operator of Stillwater Regional Airport, ~~**and Stillwater Regional Airport Authority**~~, whose principal place of business is at **723 South Lewis / PO Box 1449, Stillwater, Oklahoma 74076** (hereinafter referred to as "Marketer").

RECITALS

WHEREAS, PSX is a refiner and marketer of aviation fuels and Marketer desires to purchase from PSX a supply of such fuels for resale; and

WHEREAS, PSX is engaged in the business of marketing the sale of aviation fuels, under certain Phillips 66® trademarks, service marks, logotypes, trade names, emblems and other commercial symbols ("Phillips 66 Brand"); and

WHEREAS, PSX is agreeable to sell to Marketer aviation fuels for resale under the Phillips 66 Brand ("Branded Product(s)") subject to (1) applicable law and regulation, (2) availability of such fuels and (3) the terms and provisions hereof.

NOW THEREFORE, in consideration of the mutual benefits to be derived by PSX and Marketer from the execution of this Agreement, the parties hereto agree that the above recitals are a part of this Agreement and further agree as follows:

1. SALE AND PURCHASE

A) Subject to other pertinent provisions of this Agreement, PSX shall sell, and Marketer shall purchase, for each Agreement Year of this Agreement, Marketer's entire requirements of the Branded Products identified on Exhibit A of this Agreement, which is attached hereto and made a part hereof. The estimated maximum contract volume identified on Exhibit A of this Agreement is Marketer's best estimate of its Branded Products requirements for each Agreement Year of this Agreement. "Agreement Year" means a period of twelve (12) months beginning on the Effective Date or on an anniversary of the Effective Date of this Agreement.

B) Notwithstanding any provision to the contrary in this Agreement, Marketer agrees to purchase a minimum volume commitment of 3,744,810 gallons of Branded Product ("Volume Commitment" as further defined below) consisting of i) Jet Commitment, ii) Avgas Commitment, and iii) Into-Plane Volume (each as defined and set forth below). During the Term of this Agreement, Marketer agrees to purchase 917,890 gallons of jet ("Jet Commitment"), 1,041,660 gallons of aviation gasoline ("Avgas Commitment") and deliver 1,785,260 gallons of aviation fuel into PSX's customers' aircraft under the PSX partners-into-plane program ("Into-Plane Volume"). Marketer acknowledges that in order to fulfill Marketer's Volume Commitment under this Agreement, Marketer must, at a minimum, satisfy the Jet Commitment, the Avgas Commitment, and the Into-Plane Volume independently of one another.

C) Marketer shall make best efforts to place orders for Branded Products so as to permit deliveries in substantially equal increments throughout each month. PSX reserves the right to implement measures to control ratability.

D) If requested by PSX, Marketer must provide, in writing, a monthly volume estimate forty (40) days prior to the nominated month. Such monthly volume estimate shall be product specific and include jet, aviation gasoline and into-plane activity.

E) PSX is obligated, subject to availability of fuels and to the terms, provisions and limitations contained in this Agreement, to supply Branded Products up to but not in excess of, the estimated maximum contract volume specified in Exhibit A during the respective month(s) of the Term

(defined in Section 2 below); however, the parties recognize that from time to time Marketer may desire to purchase quantities of Branded Products during a given month in excess of or less than the specified quantities. Marketer may request in writing a change in the estimated maximum contract volume listed on Exhibit A of this Agreement. If Marketer requests an increase or decrease for any month, the requested change shall be subject to PSX's consent.

F) Except as otherwise permitted by law, no PSX Motor Fuel shall be sold for aviation use; as of the date of this Agreement, PSX does not sell a Motor Fuel approved for aviation use. Any Motor Fuel located at Branded FBO(s) shall not be in the trade dress associated with the Phillips 66 Brand, and shall be clearly marked that the Motor Fuel is not a branded PSX product. "Motor Fuel" means gasoline and diesel fuel of a type distributed for use as a fuel in self-propelled vehicles designed primarily for use on public streets, roads, and highways. "Branded FBO(s)" means a fixed base operation that PSX has approved to display the Phillips 66 Brand, sell Branded Products supplied by Marketer and accept PSX proprietary credit cards.

G) Except as otherwise permitted by law, no aviation fuels purchased under this Agreement shall be used or resold for non-aviation use.

2. DURATION

Subject to the termination provisions hereinafter set forth, the primary term of this Agreement shall be five (5) years commencing on **August 1, 2026** and ending on **July 31, 2031** ("Term"). The term shall be automatically renewed for successive three (3) year periods ("Renewal Term") unless either party gives written notice to the other party of intent to terminate at the end of the then current Term or Renewal Term. Such written notice shall be delivered at least ninety (90) days prior to the end of the then current Term or Renewal Term.

Non-Appropriation of Funds. PSX acknowledges and understands that Marketer is subject to the debt limitation provisions of Article 10, Section 26 of the Oklahoma Constitution and pursuant to constitutional debt limitations there is no guarantee that funding will be available to service this Agreement after June 30, 2027. In the event that no appropriation is made that is sufficient to service this Agreement, then this Agreement shall be null and void. Marketer shall notify PSX in writing of any such non-allocation of funds at the earliest possible date.

3. DELIVERIES AND SHIPMENTS

A) Marketer shall receive Branded Products from a supply point or supply points designated by PSX ("Specified Terminal(s)"), and PSX shall have the right at any time to change Marketer's Specified Terminal(s) or to limit or otherwise control the volume of Marketer's Exhibit A volume which PSX will make available at any Specified Terminal(s). Deliveries shall be made during the normal operating hours for each such supply source. Delivery shall be on a point of origin basis.

B) Title to and risk of loss of Branded Products sold and delivered by PSX to Marketer shall pass to Marketer at the time the Branded Products enter Marketer's owned truck and trailer or designated contract carrier at the Specified Terminal(s).

C) If Marketer transports the Branded Products from the Specified Terminal(s), Marketer shall qualify with PSX or the terminal operator to enter on the premises and Marketer shall execute necessary documents. Minimum transport quantity shall be the minimum set by the terminal operator. However, there shall be no split-loading of Branded Products. Only one grade of Branded Product shall be loaded or transported in any transport truck at any one time.

D) All shipments shall be invoiced as of the date shown on the bill of lading. All volumes hereunder which are loaded into transport trucks, regardless of the delivery location, shall be determined by meter at the point of loading. Unless otherwise required by state law where the Branded Products

are delivered, invoices will be rendered on a Net basis, i.e. the volumetric measurement in US gallons of a product as actually loaded and measured at the supply source, corrected in volume for temperature to a 60°F basis or such other temperature or temperature compensated basis as may be established under applicable law, in accordance with applicable ASTM IP Petroleum Measurement Tables ("Net").

4. ALLOCATION

If PSX experiences a reduction or unavailability of any grade or type of Branded Products for any reason, including, but not limited to, causes beyond PSX's control, PSX may, but is not obliged to, designate a temporary alternate source of supply. PSX also may reduce the quantity to be delivered to Marketer to the extent necessary for PSX to allocate equitably its available Branded Products to PSX's branded customers (including Marketer) and to locations owned by PSX, directly or indirectly affected by such reduction or unavailability. If this Section is invoked, this Agreement shall not be extended, but quantities specified herein shall be adjusted accordingly. No notice is necessary to invoke this Section.

5. TRADEMARKS AND BRANDS

A) As long as this Agreement shall remain in effect, and subject to the provisions of this Agreement, PSX hereby grants Marketer a non-exclusive limited license to use and display the Phillips 66 Brand in conjunction with the advertising, distribution or sale of Branded Products or other products selected by PSX for sale under the Phillips 66 Brand at the Branded FBO(s) as set forth in Exhibit A, in accordance with (i) PSX's Brand and Image Standards and requirements for the Phillips 66 Brand, as set forth in Section 12 below, as amended from time to time; (ii) Quality Assurance Obligations, as set forth in Section 13 below, as amended from time to time; and (iii) PSX's Programs, as set forth in Section 6 below. Marketer shall prominently display such Phillips 66 Brand. Marketer acknowledges and recognizes PSX's interest in all its brands and the exclusive right of PSX to control the use of all PSX's brands. Marketer shall be responsible for its Branded FBO(s)' compliance with the use of the Phillips 66 Brand in accordance with this Section 5.

B) Marketer acknowledges PSX's ownership of and/or rights to use and grant licenses for the use of the current and future Phillips 66 Brand and all related practices, procedures, methods, devices and techniques, and Marketer shall not at any time, or in any manner, contest the validity of PSX's ownership of or rights to the same, whether now existing or hereafter obtained. Marketer further acknowledges that all goodwill relating to the Phillips 66 Brand shall inure to the benefit of PSX.

C) Marketer shall obtain prior written approval from authorized PSX Marketing personnel, of all fixed base operations that Marketer desires to brand under this Agreement defined in Section 1.F above. Except as set forth in Section 5.A above, Marketer shall not use, or allow the use of, any signs containing the Phillips 66 Brand at its Branded FBO(s) without the written consent of PSX. PSX shall also have the right to revoke its approval to use the Phillips 66 Brand at certain or all Branded FBO(s), without terminating the general permission to use the Phillips 66 Brand in conjunction with the advertising, distribution or sale of Branded Products, set forth in Section 5.A above, at any time and for any reason, including but not limited to, Marketer's (i) failure to conform to the Phillips 66 Brand use requirements in this Section 5; (ii) failure to conform to PSX's then-current Brand and Image Standards and requirements set forth in Section 12 below; (iii) failure to conform to the Quality Assurance Obligations in Section 13 below; or (iv) engaging in any action or activity that brings the Phillips 66 Brand into disrepute. In the event of such revocation, which is also referred to as "debranding", Marketer shall, at its own cost and expense, cease using or displaying the Phillips 66 Brand at such Branded FBO(s). Furthermore, if Marketer has multiple Branded FBO(s) and Marketer intends to debrand one or more such Branded FBO(s) during the Term, Marketer shall give PSX at least ninety (90) days written notice.

D) Marketer shall maintain, at Marketer's expense, all signs and poles displaying the Phillips 66 Brand at the Branded FBO(s) in good condition and repair. Marketer further agrees to keep clean all such signs and promptly replace, at Marketer's expense, all burned out or defective lamps illuminating said signs. PSX reserves the right, but shall not assume the obligation, at any and all times during Branded FBO(s)' business hours to enter upon the Branded FBO(s)' premises to inspect any or all of the Phillips 66 Brand to:

(i) Determine if the obligations of Marketer are being fulfilled hereunder with regard to the display of the Phillips 66 Brand, and

(ii) Maintain and/or repair any or all of the displayed Phillips 66 Brand, at Marketer's expense, in the event Marketer fails to maintain as required.

E) Marketer acknowledges and agrees that it or its Branded FBO(s) own all right and title to all signs bearing the Phillips 66 Brand and related poles.

F) Under the Phillips 66 Brand, Marketer shall only offer for sale or sell Branded Products and shall ensure that its Branded FBO(s) only offer for sale or sell Branded Products. Marketer shall use the Phillips 66 Brand only in a form and manner approved by PSX, and shall not sell any unbranded or other-branded products, whether purchased from PSX or not, under any brand, trademark, service mark, or trade name which is confusingly similar to the Phillips 66 Brand, or under any circumstances likely to cause confusion, mistake, or deception as to the origin, source, or sponsorship of the products.

G) Marketer shall not use PSX's name and/or the Phillips 66 Brand in any email address, domain name, website name and/or URL address nor authorize or permit others to use PSX's name, any PSX brand, including, but not limited to, the Phillips 66 Brand, in any such name and/or address.

H) At no time during the Term hereof shall Marketer advertise or use in advertising or any other form of promotion the Phillips 66 Brand except as may be approved by PSX, such approval not to be unreasonably withheld. Furthermore, if Marketer is granted the right to use the Phillips 66 Brand in conjunction with websites, advertising, business forms, structures, vehicles and other Marketer property directly related to the advertising, distribution and/or sale of Branded Products under this Agreement, Marketer must properly identify itself as a "Branded Aviation Marketer" adjacent to the Phillips 66 Brand. At no time during the Term hereof and at no time from and after the expiration or termination of the Term hereof shall Marketer advertise or otherwise utilize, either at Branded FBO(s) or elsewhere, any marks, trade dress, logotypes, or names confusingly similar to any PSX brands, including, but not limited to, the Phillips 66 Brand.

I) Marketer shall not allow at any of its Branded FBO(s) any activities or merchandise which are illegal or morally offensive or which otherwise bring the Phillips 66 Brand into disrepute.

J) PSX reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any Branded Products such as, but not limited to, credit card acceptance. In the event of such change, PSX shall be relieved of all obligation to sell such discontinued Branded Products or to offer such discontinued Branded Products, trade dress, trade name, trademark or services to Marketer; and if PSX shall market any other brand or product in lieu of the discontinued items, this Agreement shall embrace such new brands or products. PSX shall not be liable to Marketer by reason of any such changes.

K) If PSX permits any fixed base operation supplied by Marketer to be branded under this Section 5, Marketer shall by contract make such Branded FBO(s) subject to the provisions set out herein with respect to use, protection and removal of the Phillips 66 Brand. Marketer shall exercise reasonable diligence to discover any violations of the Phillips 66 Brand rights by such Branded FBO(s). If Marketer knows or has reason to believe that any Branded FBO(s) is violating the Phillips 66 Brand rights, Marketer shall immediately report the violation to PSX and shall take such actions as are reasonably necessary to correct that violation and prevent its reoccurrence,

including, without limitation, removing any Phillips 66 Brand signs and imprinters from that Branded FBO(s)' location. Marketer shall not permit any Branded FBO(s) it supplies to further assign or transfer any rights to use the Phillips 66 Brand without PSX's prior written consent.

L) Upon the termination of this Agreement, Marketer shall immediately cease using the Phillips 66 Brand and any related trade dress in any manner, and remove from the premises and surrender to PSX, at Marketer's risk and expense, any and all Phillips 66 Brand identification, including credit card imprinter plates. Further rules and conditions for the removal of the Phillips 66 Brand and related trade dress may be prescribed by PSX's Brand and Image Standards and requirements for the Phillips 66 Brand, as set forth on the PSX Marketing website or otherwise communicated to Marketer. If a Branded FBO(s) refuses to cooperate in the removal of the Phillips 66 Brand and related trade dress, Marketer, at Marketer's expense, shall be responsible for such removal and for taking appropriate measures to ensure that the Phillips 66 Brand identification is removed from all affected Branded FBO(s). If Marketer fails to remove such Phillips 66 Brand identification from any Branded FBO(s) as described in this Section 5.L, PSX may enter and remove such Phillips 66 Brand identification at the expense of Marketer. PSX shall invoice Marketer for such actual expenses, ~~including any reasonable attorneys' fees and costs,~~ and Marketer shall pay PSX in accordance with the payment method set forth in Section 8.A below.

M) Marketer understands PSX's desire to retain the Phillips 66 Brand at Branded FBO(s). To this end, Marketer agrees that PSX may pursue the retention of the Phillips 66 Brand at Branded FBO(s) in the event either party gives notice of termination of this Agreement to the other or terminates this Agreement for any reason in accordance with its terms. Marketer further agrees to provide for this requirement in agreements between Marketer and its Branded FBO(s), but the omission of such a requirement in such agreement shall not prevent PSX from making efforts to pursue the retention of the Phillips 66 Brand at Branded FBO(s).

6. PROGRAMS

A) PSX may provide to Marketer and, if so provided, Marketer shall comply with the provisions of programs established for the Phillips 66 Brand, which may be set forth on the PSX Marketing website and/or in hard copy, and which PSX shall have the right to revise from time to time. PSX may require Marketer to execute a separate agreement or amendment to this Agreement to enroll in any such program and to evidence Marketer's agreement with the provisions of such program.

B) Marketer hereby grants permission to PSX to send and/or discuss promotions, advertising, programs, and promotional materials directly to or with Marketer's Branded FBO(s) on behalf of Marketer, provided Marketer receives written notice of the same. Marketer shall provide, or require its Branded FBO(s) to provide, contact data, including, but not limited to, email addresses, for personnel directly involved with the execution of promotions for each Branded FBO. It shall be Marketer's responsibility to provide and keep such contact data current on electronic systems provided by, and by methods required by PSX. Marketer shall ensure that at least one person in Marketer's organization maintains a subscription to the PSX Marketing newsletter.

7. PRICE

Marketer shall pay PSX for Branded Products delivered hereunder at PSX's established price for the particular Branded Products at the Specified Terminal(s) effective on the date of delivery, or such other prices as PSX deems appropriate and in effect for Branded Products on the date of delivery, subject to the provisions regarding imposition of federal, state, or local taxes, license fees, inspection fees, or other charges imposed by any governmental authority or agency. Changes in costs including, but not limited to, published pipeline tariffs, throughput fees, additive costs (if applicable), trucking freight rates, and fuel surcharges shall be charged to Marketer throughout the Term of this Agreement.

8. PAYMENT TERMS

A) Normal payment terms apply for so long as Marketer is approved by PSX for a line of credit. Normal payment terms hereunder shall be PSX's established payment terms for Branded Products sold to branded PSX aviation marketers, as established from time to time. As set forth in Section 9 below, assigned credit card invoices shall be automatically applied to Marketer's outstanding account balance, when due, for Branded Products purchases and other amounts owing to PSX. All payments and other fees or charges due from Marketer shall be made through and in accordance with PSX's preauthorized payment system, currently electronic funds transfer ("EFT") or in a manner otherwise designated by PSX. If PSX does not extend credit to Marketer, Marketer shall pay, at PSX's option, cash in advance or cash at time of delivery for all Branded Products purchased hereunder.

B) Normal payment terms do not apply to purchases that cause Marketer to exceed its approved credit limit which may be adjusted or cancelled by PSX from time to time at PSX's sole discretion. Notwithstanding payment terms printed on any invoice, if Marketer's outstanding payment obligations exceed the credit limit, payment terms for the over limit amount shall be immediate payment in advance of due dates, unless PSX approves a temporary higher credit limit. The payment shall be made by wire transfer in an amount sufficient to bring such payment obligations within the credit limit.

C) No payment made to PSX by check, EFT, or by any other instrument shall contain a restrictive endorsement of any kind, and any such restrictive endorsement shall have no legal effect even if the instrument restrictively endorsed is processed for payment and PSX retains the proceeds.

D) PSX may assess a delinquency charge on all overdue sums owing to PSX. Such delinquency charge shall be one and one-half percent (1½%) per month or the highest amount allowed by applicable law, whichever is less, from the due date of each invoice to the date of payment.

E) PSX may assess an administrative fee for accounts that require additional payment administration, such as, but not limited to, accounts that do not qualify for normal EFT terms in an amount not to exceed $250 per transaction.

F) If PSX refers Marketer's account for collection, Marketer agrees to pay all collection costs permitted by applicable law, plus an amount for attorneys' fees and court costs equal to twenty-five percent (25%) of the amount owed, and allowable interest necessary to secure collection, in addition to the outstanding balance. If this Agreement is terminated for nonpayment or for failure to pay timely all sums due PSX, then PSX shall have no continuing liability for any undelivered Branded Products hereunder.

G) In the case of a disputed invoice, PSX shall not be liable to Marketer for Branded Products not delivered hereunder unless Marketer notifies PSX of Marketer's claim immediately, but no later than ninety (90) days after the date of the disputed invoice. If Marketer disputes any invoice, in whole or in part, Marketer shall pay the undisputed portion of the invoice and shall give PSX prompt notice of the dispute. PSX and Marketer shall endeavor to settle and adjust any disputed amount promptly. If required by applicable law or if PSX so elects, the parties shall cause a new invoice for the undisputed portion to be issued and/or issue credit notes to allow for payment of the undisputed portion of the invoice while the dispute over the remaining part is resolved.

9. CREDIT CARDS, OTHER PAYMENT METHODS, EPOS AND NETWORK ACCESS

A) Certain terms used in this Section 9 are defined below:

"Card Transaction(s)" means the occurrence of a Payment Method involving PSX Accepted Cards.

"Cardholder Information" means all personally identifiable data about the cardholder and relationship to the merchant banks or card associations. Cardholder Information includes, but is not limited to, account number, expiration date, and name.

"Communication Methods" means dial, satellite and/or high-speed communication methods (including without limitation broadband methodologies approved by PSX) for the purpose of processing Card Transactions.

"EPOS" means electronic point of sale including all ancillary devices such as PIN pads and card readers that are required to process a Card Transaction.

"Network Communication Fees" means fees associated with Communication Methods used for the processing of Card Transactions.

"NSP" means network service provider with respect to electronic processing of Card Transactions.

"Payment Methods" means any method by which an electronic payment is authorized and processed through the EPOS. By way of example only, Payment Methods may include, but are not limited to, magnetic stripe, radio frequency identification devices, mobile phones, contactless, biometric methods and chip and PIN.

"PCI" (Payment Card Industry) is a formal organization consisting primarily of Visa, MasterCard, American Express, and Discover who have created a global standard for the protection of Cardholder Information.

"Processing Fees" means fees associated with the processing of Card Transactions and off-line Card Transactions.

"PSX Accepted Cards" means those "Accepted Cards" described in the Credit Card Guide (defined in Section 9.B below).

B) Marketer shall and shall cause its Branded FBO(s) to accept and honor for payment PSX Accepted Cards at Branded FBO(s), as outlined in the then-current Credit Card Guide found on the PSX Marketing website, and subject to the terms thereof. The then-current Credit Card Guide is incorporated herein by this reference, and may be revised from time to time or discontinued in PSX's sole discretion, and may be supplemented with PSX's Marketing website communications and other forms of notification to Marketer (all referred to collectively as the "Credit Card Guide"). Marketer shall and shall cause its Branded FBO(s) to accept for payment all PSX Accepted Cards through PSX approved Payment Methods at its Branded FBO(s). It is the responsibility of Marketer to provide its Branded FBO(s) with the Credit Card Guide and all amendments thereto for use at its Branded FBO(s).

C) PSX shall accept assignment of PSX Accepted Card invoices from all PSX Accepted Cards, subject to the terms and conditions in the Credit Card Guide. Marketer shall refuse to honor PSX Accepted Cards which display the Phillips 66 Brand for purchases made at locations other than its Branded FBO(s). Furthermore, Marketer shall not assign any PSX Accepted Card invoices to PSX for sales or purchases made at locations not previously approved by PSX. Marketer shall accept and promptly reimburse PSX for invoices refused by PSX in accordance with the provisions of the Credit Card Guide. Except as otherwise stated in this Section 9.C, assigned PSX Accepted Card invoices shall be automatically applied to Marketer's outstanding account balance, when due, for Branded Products purchases and any other amounts owing to PSX.

D) Marketer shall, at its own expense, ensure that each Branded FBO(s) has and uses PSX approved EPOS equipment for Card Transactions in accordance with the provisions of this Section 9. Marketer shall, at its own expense, further ensure that each Branded FBO(s) has and uses PSX's approved version of software for Card Transactions with approved EPOS equipment in accordance with the provisions of this Section 9. Such approved EPOS equipment and

software versions are listed on the PSX Marketing website, and such list may be revised from time to time in PSX's sole discretion. Marketer agrees to, and shall ensure its Branded FBO(s), enable PSX approved necessary functionality on approved EPOS to meet requirements set forth under this Agreement, the Credit Card Guide, Programs set forth under Section 6 above, or any other requirements set forth in writing by PSX. Marketer shall be responsible to maintain and repair at its sole expense all EPOS equipment and software used at its Branded FBO(s) except to the extent provided for under an EPOS maintenance agreement with PSX or its approved third party.

PSX HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES WITH RESPECT TO THE EPOS EQUIPMENT OR SOFTWARE REFERENCED IN THIS SECTION 9, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

E) Branded FBO(s) shall receive access to NSP(s) designated by PSX for electronic transactions for consumer purchases made with Payment Methods using PSX Accepted Cards. Processing requirements through the designated NSP are set forth in this Section 9. Marketer agrees to process, and to ensure that all of its Branded FBO(s) process, all consumer purchases of Branded Products that use PSX Accepted Cards through the NSP designated by PSX. For all other consumer purchases except Branded Products, each Branded FBO(s) must process, at a minimum, any PSX Accepted Card which displays any PSX brand, including, but not limited to, PSX, currently and in the future, in addition to any other cards as outlined in the then-current Credit Card Guide through the NSP designated by PSX. Marketer agrees to install and maintain access to the designated NSP and pay Network Communication Fees related to such access and pay Processing Fees associated with the processing of Card Transactions.

F) Access to PSX's approved network for processing Card Transactions can be obtained through Communication Methods approved by PSX, which PSX may change from time to time at its sole discretion. Marketer agrees to the Communication Methods terms and conditions and associated fees ("Communication Method Terms and Conditions") as defined on the PSX Marketing website. Any future Communication Methods approved by PSX, which may or may not include broadband methods, shall also be set forth on the PSX Marketing website. PSX reserves the right to require Marketer to purchase or lease equipment necessary for and associated with such future Communication Methods, at Marketer's expense.

G) Marketer shall pay the fees and charges associated with Card Transactions at all Branded FBO(s), as set forth on the PSX Marketing website. Marketer acknowledges that PSX may deduct all Processing Fees and Network Communication Fees due PSX from Marketer's assigned PSX Accepted Card invoices. Subject to applicable law, PSX may change any or all of its fees, charges or both as outlined in this Section 9.G at any time upon not less than ten (10) days' written notice to Marketer.

H) (i) *Standards for Protection of Cardholder Information*. Except as otherwise specified, Marketer shall and shall ensure that its Branded FBO(s) shall, for each Branded FBO(s) with regard to Cardholder Information comply with the then-current: (a) Payment Card Industry Data Security Standard ("PCI Standard"), (b) federal, state, and local laws and regulations, and (c) merchant banks and card associations regulations. Marketer acknowledges and agrees to be responsible for its and its Branded FBO(s) (including any or all of their respective employees, agents, representatives, service providers, contractors, and processors) failure to comply with this Section 9.H.

(ii) *Data Security Operating Policy*. Marketer agrees to abide by all terms and conditions set forth in the PSX Data Security Operating Policy ("DSOP"), which may be amended from time to time, and which is fully set forth on the PSX Marketing website.

(iii) *Notification Requirements*. Notwithstanding any provision or agreement to the contrary between Marketer and PSX, Marketer agrees to notify PSX immediately, and confirm in writing as soon as possible thereafter, if Marketer has reason to believe that Cardholder Information has

been accessed or used without authorization or not in compliance with this Agreement. Marketer agrees that PSX or its designee may perform an audit of the incident at Marketer's expense. Marketer shall provide (and obtain any waivers necessary to provide) to PSX and auditors of PSX's choosing, on request, full cooperation and access to all environments which may store, process or transmit Cardholder Information. The auditors will be allowed to conduct a thorough audit of such environments. Marketer shall fully cooperate with PSX's efforts to mitigate and rectify any issues arising from the incident, including consulting with PSX about Marketer's communications to cardholders affected by the incident and providing (and obtaining any waivers necessary to provide) PSX all relevant information to verify Marketer's ability to prevent future incidents in a manner consistent with this Agreement. PSX reserves the right to suspend processing of Card Transactions for Marketer and its Branded FBO(s) if Marketer is found to be non-compliant with any requirements in this Section 9.

(iv) *No Representation by PSX*. Marketer's compliance with the PCI Standard and the DSOP shall not in any way relieve Marketer's indemnity obligations to PSX under this Agreement, nor relieve or decrease Marketer's liability in any way. Marketer is responsible, at its sole expense, for providing any additional data security measures that it deems necessary to protect its particular data and interests. PSX does not in any way represent or warrant that the measures contained in the PCI Standard or the DSOP are sufficient or adequate to protect Marketer's particular data and interests. PSX HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES WITH RESPECT TO THE DSOP, THE PCI STANDARD, AND THE DESIGNATION AND PERFORMANCE OF THIRD PARTY SERVICE PROVIDERS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

I) To the extent permitted by Oklahoma law, Marketer agrees to indemnify, release, defend and hold harmless PSX, and its affiliates, and its and their officers, directors, employees, agents, and representatives (collectively "PSX Group"), from any and all claims, demands, suits, actions or other loss or liability, including all reasonable attorneys' fees and legal expenses, fines, and penalties:

(i) arising from or relating to any Card Transaction at its Branded FBO(s), and

(ii) arising out of or related to any claim, or cause of action at law, in equity or by contract, or any administrative or judicial action, or pursuant to any past, current or future agreement with and/or imposed by any card association or financial institution, and

(iii) concerning or related to any loss or compromise of any data (including, but not limited to, Cardholder Information), any incident caused solely or in part by any third persons, or from Marketer's performance or failure to perform under this Section 9 whether or not Marketer was negligent or otherwise at fault

(i, ii, and iii in this Section 9.I are collectively referred to hereafter as, "Credit Card Liabilities"); and

(iv) such Credit Card Liabilities are directly attributed to Marketer or its Branded FBO(s) as the location where the compromise has or is believed to have occurred.

This indemnification shall not apply to the percentage of such Credit Card Liabilities directly caused by PSX Group's negligence or willful misconduct.

Any assessment of chargebacks, fees, fines or penalties by a card association or financial institution shall be considered Credit Card Liabilities which are covered by this indemnification.

The PSX Group for the purposes of this Section 9 shall not include third party service providers, EPOS vendors, NSP vendors, communication vendors or any other third parties associated with the provision of any of the equipment or services described in this Section 9.

Notwithstanding any provision to the contrary, the indemnification in Section 17 shall not apply to Credit Card Liabilities.

To the extent permitted by Oklahoma law, Marketer's obligations in Section 9.I above shall survive any termination or nonrenewal of this Agreement.

10. FINANCIAL RESPONSIBILITY

A) If requested by PSX, Marketer is required to submit business financial statements to PSX on an annual basis along with quarterly financial statements. Such business financial statements shall include balance sheets, income statements and cash flow in addition to applicable notes and schedules, and other information necessary for PSX to render a decision on a line of credit, and/or to furnish reasonable collateral, letters of credit, guarantees, and/or other security to support a line of credit in accordance with PSX's secured credit policy in effect from time to time. In the event PSX requests, and Marketer agrees to provide, a security interest, Marketer agrees to sign such financing statements, renewals, and other documents, as PSX may request, in order to perfect PSX's security interest or as necessary to provide public record of this security interest. Additionally, when requested by PSX, Marketer agrees to provide periodic business and/or personal financial statements, including balance sheets, income statements, and cash flow, in addition to applicable notes and schedules, and other information necessary for PSX to render such decision. Provided, however, neither execution of this Agreement nor anything contained herein shall give Marketer the right to receive credit, or constitute approval of a line of credit for Marketer, unless it is expressly granted by PSX. Similarly, nothing herein shall give Marketer the right to exceed any credit limit established for Marketer by PSX. Marketer's failure to provide such financial information and/or collateral satisfactory to PSX may result in PSX's denial of credit or restriction of credit to Marketer. Furthermore, if in PSX's sole judgment, Marketer's ability to pay/creditworthiness is unsatisfactory or deteriorates, or if Marketer fails to fulfill the payment terms, PSX may without prejudice to any other lawful remedy, defer shipment until payment is made, deny credit and demand cash payment in advance or at time of delivery, or immediately terminate this Agreement pursuant to Section 26.A of this Agreement.

B) If Marketer fails to make a timely payment of any amount due, in accordance with the terms hereof, then PSX shall, in addition to any other rights or remedies available to it, have the right, but not the obligation, to recoup or set off against any amount then or thereafter due to Marketer, including, but not limited to, any amounts due Marketer for the assignment to PSX of credit card invoices pursuant to Section 9 of this Agreement, and any amounts due Marketer under any PSX program in which Marketer participates up to the total amount outstanding.

11. TAXES

In addition to applicable prices hereunder, Marketer shall pay to PSX, and shall be solely responsible for, any applicable federal, state and local taxes, license fees, inspection fees, environmental fees, airport fees or other charges imposed by any governmental or regulatory authority or agency on, or measured by, gross receipts from any Branded Products sold hereunder, or levied on the production, manufacture, transportation, sale, delivery, volumes sold or delivered, or other handling of Branded Products under this Agreement. Failure of PSX to add any such tax, fee, or charge to the invoice shall not relieve Marketer from any applicable liability otherwise due and payable. Marketer shall reimburse PSX for any interest and/or penalty assessed by any governmental or regulatory authority or agency when the penalty and/or interest is assessed as the result of false, incorrect or delinquent certification(s) made to PSX by Marketer. If Marketer is entitled to an exemption from any applicable taxes, which the applicable taxing authority requires to be collected by PSX, then, in order to permit PSX not to collect those taxes, Marketer shall obtain and provide to PSX current and valid exemption certificates and other required documentation relating to those taxes prior to the time of sale.

12. BRAND AND IMAGE STANDARDS

A) Consistent with the principles herein set forth, including, but not limited to, Section 22 of this Agreement, Marketer shall, and shall ensure that its Branded FBO(s), conduct its independent business operations in compliance with the minimum standards set forth below (hereinafter called "Brand and Image Standards"), which will promote the continuing good reputation of the Phillips 66 Brand and all other marketers and dealers authorized to display the Phillips 66 Brand. Furthermore Marketer shall comply with all updates, revisions, and further details of these Brand and Image Standards as set forth on the PSX Marketing website from time to time, which is incorporated herein by this reference. Marketer and its Branded FBO(s) shall have a reasonable amount of time after receipt of notice of such revisions to comply with such revisions.

(i) Display, at a minimum, the approved Phillips 66 shield logo sign with internal lighting, where appropriate.

(ii) Provide well maintained and clean lobby and waiting area for passengers.

(iii) Provide well maintained and clean public restrooms.

(iv) Provide well maintained ramp area clear of obstacles and debris.

(v) Provide well maintained interior and exterior of facility.

(vi) Provide, as necessary, flight planning area, including telephone and automated weather reporting equipment.

(vii) Maintain hours of operation consistent with other airports in the region offering like services.

(viii) Provide well maintained fuel farm area and fueling equipment, both fixed and mobile. At a minimum, this includes, but is not limited to, being properly stowed and free of rust.

(ix) Facility personnel shall wear appropriate dress to reflect a consistent image that exhibits professionalism in the aviation service business; provided, however, Marketer or its Branded FBO(s) shall not wear uniforms in competition with the Phillips 66 Brand. The Phillips 66 Aviation winged logo should be part of the prescribed uniform.

B) Any exceptions to the Brand and Image Standards require written consent from PSX.

C) Branded FBO(s) may be inspected periodically by a PSX representative or third party contractor for compliance with these minimum Brand and Image Standards.

13. QUALITY ASSURANCE OBLIGATIONS

A) Consistent with the principles herein set forth, including, but not limited to, Section 22 of this Agreement, Marketer shall, and shall ensure that its Branded FBO(s), conduct its independent business operations in compliance with the standards set forth in the PSX Quality Assurance Obligations Policy ("QAOP") which will promote the continuing good reputation of PSX and all other branded PSX aviation marketers and dealers. Marketer agrees to abide by all terms and conditions set forth in the QAOP, which may be amended from time to time, and which is fully set forth on the PSX website and incorporated herein by this reference, currently trustedfuel.com. Marketer shall, and shall ensure that its Branded FBO(s):

(i) Operate in a safe and responsible manner, and

(ii) Conduct operations in accordance with applicable industry standards. Marketer and each Branded FBO is responsible, at their sole expense, for providing any additional quality assurance measures that it deems necessary to protect its interests.

B) Branded FBO(s) may be inspected periodically by a PSX representative or third party contractor. PSX reserves the right to suspend the sale of Branded Products to Marketer and its Branded FBO(s) if Marketer is found to be non-compliant with any requirements in this Section 13. Failure by Marketer and its Branded FBO(s) to pass quality control inspections and/or comply with any

portion of this Section 13 may result in PSX requiring Marketer to pay for all related inspection costs, and may be grounds for termination set forth in Section 26.

14. RIGHT TO INSPECT

Marketer shall permit such inspection of Marketer's business operations and its Branded FBO(s) by PSX, its employees and agents, as may reasonably be required to determine whether Marketer and its Branded FBO(s) are in compliance with this Agreement. PSX may enter upon premises belonging to Marketer, or any Branded FBO(s) served by Marketer, at any time and from time to time during normal business hours to inspect the premises and/or business records and take samples and/or meter readings to verify compliance with this Agreement. At PSX's request, when the integrity of Branded Products or the use of the Phillips 66 Brand is in question, Marketer shall provide to PSX, within five (5) business days of PSX's request, copies of bills of lading and other relevant records regarding the Branded FBO(s) under investigation, at Marketer's expense. Marketer shall and shall ensure that the employees or contractors at its Branded FBO(s) cooperate fully and completely throughout the inspection process.

15. WARRANTIES

PSX warrants the title to all Branded Products sold hereunder and that such Branded Products meet or exceed the following ASTM product specifications at the time of sale:

- Jet A conforming to specification ASTM D-1655 (latest revision);
- Aviation gasoline 100LL conforming to specification ASTM D-910 (latest revision).

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THE WARRANTY OF MERCHANTABILITY, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

16. STORAGE TANKS, PIPES AND DISPENSERS

Marketer acknowledges that spills, overfills, release or escape of any Branded Products or other products sold at Branded FBO(s) from storage tanks, pipes or dispensers can constitute a serious environmental and safety hazard. Marketer shall observe all laws and regulations pertaining to handling, storage and distribution of Branded Products or other products used or distributed at Branded FBO(s) and to the release or escape thereof. Without limiting the generality of the preceding sentence, Marketer shall observe the laws and regulations pertaining to inventory control, to leak testing and detection, to inspection, certification and notification of compliance with applicable local, state, and federal laws, regulations, and standards for underground storage tanks, pipes and appurtenances, to construction, installation, operation, maintenance, repair, replacement and closure of tanks, pipes and dispensers, to actions correcting and remediating the escape of Branded Products or other products used or distributed at its Branded FBO(s), and to financial responsibility.

17. INDEMNITY AND COMPLIANCE WITH LAWS

A) To the extent permitted by Oklahoma law, Marketer hereby agrees to indemnify, release, defend and hold harmless PSX, and its affiliates, and its and their officers, directors, employees, agents, and representatives ("PSX Indemnitees") from any and all claims, demands, suits, actions or other loss or liability, including all reasonable attorneys' fees and legal expenses, fines, and penalties (hereinafter collectively the "Liabilities"), arising out of any claim or cause of action at law, in contract or in equity, or any administrative or judicial action, concerning or relating to any loss, loss of use of, remediation of, or damage to property or natural resources (including, but not limited to, that arising from storage tank leaks or spills, waste disposal, or air emissions),

compromise of any data (not including Credit Card Liabilities as set forth in Section 9 above), personal injuries, death, violation of any industry regulations or standards, governmental laws, regulations, ordinances or orders or patent or trademark infringement or environmental claims related to or arising in any manner out of Marketer's or one of its Branded FBO(s)' operations, including, but not limited to, the loading, transportation, unloading, storage, handling, sale, or use of Branded Products or other products used or distributed at its Branded FBO(s), or from Marketer's performance or failure to perform under this Agreement, whether or not Marketer was negligent or otherwise at fault. Provided, however, such indemnification obligations shall not apply:

(i) To the percentage of such Liabilities, if any, attributable to PSX Indemnitees' negligence or willful misconduct, but not including claims of ostensible agency, or

(ii) When such Liabilities are caused by defects in the Branded Products not caused or contributed to by any act or omission of Marketer or Marketer's employees, contractors, agents or Branded FBO(s).

Notwithstanding the foregoing, ~~Dealer~~ Marketer agrees, at its own expense, to defend any and all claims, demands, suits, or actions brought against PSX including, but not limited to, claims, demands, suits, or actions that would otherwise fall under the exceptions of subsection A)i. and A)ii. above.

B) PSX shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of PSX's selection. Once Marketer has assumed the defense of PSX, PSX shall have the right to participate in the defense of the claims or litigation, but it shall do so at its own expense.

C) Marketer's obligations in this Section 17 shall survive any termination of this Agreement.

D) Marketer agrees to acquaint itself and strictly comply with all applicable federal, state, and local laws, regulations, orders and ordinances relating to Marketer's business.

18. INSURANCE

A) Insurance Requirements. Marketer agrees to procure and maintain at its expense during the Term of this Agreement insurance of the types and with limits of liability not less than those set out below:

(i) Insurance that Marketer is obliged to carry under all applicable social, Worker's Compensation and Occupational Disease laws covering all of Marketer's employees performing work under this Agreement.

(ii) Employer's Liability Insurance with a limit of not less than $1,000,000 per occurrence or the statutory requirements, whichever amount is greater.

(iii) Commercial General Liability Insurance, including contractual liability coverage, with a combined bodily injury and property damage limit of no less than $2,000,000 per occurrence, $2,000,000 in the annual aggregate including coverage for sudden and accidental pollution liability.

(iv) Automobile Liability Insurance with a combined bodily injury and property damage limit of not less than $1,000,000 per occurrence or the statutory requirements, whichever amount is greater, for all owned, non-owned and/or leased motor vehicles. If hazardous materials are to be hauled, then the policy shall contain an MCS-90 endorsement that evidences a policy limit of $5,000,000. Such auto insurance shall provide coverage for liabilities arising out of loading and unloading activities, including pollution spills.

(v) Such other insurance in the types and amounts as Marketer deems necessary or as is required by applicable law. The above-stated minimum requirements are not intended to indicate the amounts and types of insurance that Marketer needs or may ultimately need.

B) Primary Insurance. All insurance coverage required above shall be primary to any insurance coverage available to any of the PSX Indemnitees.

C) Waiver of Subrogation and Additional Insured. The policies under Sections 18.A(iii) and 18.A(iv) above shall be endorsed to show PSX Indemnitees as additional insureds to the extent of Marketer's indemnification obligations of PSX Indemnitees herein. Further, all insurance policies obtained by Marketer shall contain a waiver of subrogation in favor of the PSX Indemnitees to the extent of the risks and liabilities assumed by Marketer under this Agreement. Likewise, all insurance policies obtained by PSX that are relevant to this Agreement shall contain a waiver of subrogation in favor of Marketer to the extent of the liabilities assumed by PSX under this Agreement.

D) Branded FBO(s). Marketer shall ensure that each Branded FBO procures and maintains at its expense during the Term of this Agreement insurance of the types and with limits of liability not less than (a) those set forth in Sections 18.A(i), (ii) and (iv) above, (b) Aviation General Liability insurance for aviation products and completed operations liability and that includes contractual liability coverage, with a combined single limit for bodily injury and property damage limit no less than $1,000,000 per occurrence and in the annual aggregate, and (c) such other insurance in the types and amounts as the Branded FBO(s) deem necessary or as is required by applicable law. For the Branded FBO(s)' operations, the policies under Sections 18.A(iv) and the Aviation General Liability insurance policy shall be endorsed to show PSX Indemnitees as additional insureds, and all relevant insurance policies obtained by Branded FBO(s) shall contain a waiver of subrogation in favor of the PSX Indemnitees.

The above-stated minimum requirements are not intended to indicate the amounts and types of insurance that Branded FBO(s) need or may ultimately need.

E) Certificates of Insurance. None of the insurance required by this Section 18 shall be materially changed or cancelled without at least thirty (30) days' prior written notice to PSX. Upon request of PSX, Marketer shall furnish to PSX certificates of insurance demonstrating that Marketer or the Branded FBO(s) has obtained the insurance coverages set out above. All coverages must be on forms reasonably acceptable to PSX. Neither review nor failure to review such certificates shall constitute approval thereof or be deemed to waive or diminish PSX's rights under this Agreement. In the event of an accident or loss potentially resulting in an insurance claim, Marketer, at PSX's request, shall provide PSX with certified copies of its insurance policies for which any PSX Indemnitee is shown as an additional insured or otherwise make the policy information available as reasonably required by PSX. This obligation shall survive the termination of this Agreement.

F) Failure to Comply. Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve Marketer from its liability and indemnity obligations as provided for in this Agreement.

19. MARKETER CLAIMS/LAWSUITS

A) PSX shall not be liable to Marketer for breach of this Agreement or for any other claim by Marketer, unless Marketer provides PSX with written notice of the incident (which forms the basis of the alleged breach or claim) within ninety (90) days of the occurrence of the incident and files suit within one (1) year after the occurrence of the incident, unless otherwise required by applicable law.

B) Notwithstanding Section 19.A above, PSX shall not be liable to Marketer for any defect in quality or shortage in quantity of any Branded Products delivered hereunder unless (a) Marketer notifies PSX of Marketer's claim immediately but no later than within forty-eight(48) hours after delivery

thereof, or in the case of any latent defect in quality, immediately but no later than within forty-eight (48) hours after Marketer's discovery of such defect, and (b) PSX is given a reasonable opportunity to inspect the Branded Products and to take and test samples thereof. All delivery documentation, bill of lading, reports, retain samples, laboratory analyses and the like in Marketer's or its Branded FBO(s)' possession or control must be preserved for PSX's inspection and review. Notwithstanding any provision to the contrary in this Agreement, Marketer's failure to notify PSX of any shortage, defect or nonconformity shall constitute a waiver of that defect or nonconformity.

C) If the Branded Product is found to have been contaminated while in PSX's custody, PSX shall pay for such test. If the Branded Product is found to have been contaminated after it has left PSX's custody, Marketer shall pay for such test.

D) **TO THE EXTENT PERMITTED BY OKLAHOMA LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TOOT, LOST, OR ANTICIPATED PROFITS, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.**

20. ELECTRONIC DATA INTERCHANGE

A) Marketer shall implement such forms of electronic data interchange ("EDI") as may be required by PSX for use in electronically exchanging volume information, purchase orders, invoices, payments and any such other forms of EDI as may be appropriate to enable the migration from traditional paper methods of conducting business and exchanging information to total, or nearly total, electronic methods. Marketer shall be required to use the PSX Marketing website or any other electronic interchanges as requested by PSX. PSX may require Marketer to implement other forms of EDI during the Term of this Agreement related to the operation of the Branded FBO(s) or concerning compliance with this Agreement.

B) Other forms of EDI that PSX may require Marketer to implement during the Term of this Agreement are those that will enable PSX to improve processes and efficiency and gather information concerning compliance with and performance under this Agreement at the Branded FBO level, such as but not limited to, volume information, program, advertising and promotion information and effectiveness, or measures of product integrity (to ensure compliance with Section 13 of this Agreement).

C) Any data received by PSX, whether through EDI or in any other way or through any other means, arising from or related to the Branded FBO(s), but not including any personally identifiable information, may be used, disclosed and transferred by PSX but solely for the benefit of the Branded FBOs or the PSX Brands. Marketer, on behalf of itself and its Branded FBO(s), hereby consents to the use, disclosure and transfer of such data as stated herein.

D) In the event Marketer does not possess the specific EDI capability required by PSX, Marketer shall have a reasonable amount of time to obtain such capability, but no longer than twelve (12) months from the date PSX requires such capability. Marketer shall require the Branded FBO(s) to implement such EDI capability required by PSX within a reasonable time frame designated by PSX.

21. FORCE MAJEURE

No failure or omission by either party in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement nor create any liability for damages if same shall arise from any cause or causes beyond the reasonable control of a nonperforming party including, but not limited to, the following which for the purposes of this Agreement, shall be regarded as beyond the control of the parties: acts of God, acts of federal, state or local governments or agencies, compliance with requests,

recommendations, rules, regulations or orders of any governmental authority or any officer, department, agency or instrumentality thereof, fire, storm, riot, sabotage, strikes, lockouts, disputes or differences with workers, accidents, equipment failure, reduction or unavailability of refined products or refinery capacity, failures or delays in transportation, or exhaustion, reduction or unavailability of petroleum products at the source of supply from which deliveries are made hereunder, or exhaustion or reduction or unavailability or delays in delivery of any product or material necessary in the manufacture of petroleum products deliverable hereunder, including crude oil, natural gas supplies and raw materials. In the event that either party finds it necessary to assert the existence of the foregoing force majeure, the Term of this Agreement shall not be extended for the duration of the force majeure event thereby but the estimated maximum contract volumes specified in Exhibit A of this Agreement shall be ratably reduced for the period during which such condition of force majeure may exist. IN NO EVENT SHALL PSX BE LIABLE FOR LOSS OF PROFITS OR SPECIAL OR CONSEQUENTIAL DAMAGES BECAUSE OF DELAY OR FAILURE TO MAKE DELIVERIES.

22. RELATIONSHIP OF PARTIES

A) Marketer is an independent business and is not, nor are its employees, an employee of PSX. PSX and Marketer are completely separate entities. They are not partners, general partners, limited partners, joint venturers, nor agents of each other in any sense whatsoever and neither have the power to obligate or bind the other. Likewise, nothing herein shall be construed as creating any relationship whatsoever between PSX and any Branded FBO(s) supplied by Marketer.

B) Furthermore, nothing herein contained is intended, nor shall it be construed as reserving to PSX rights or powers to exercise control over the business practices of Marketer or to direct the manner in which its business operations shall be conducted; except, PSX may take reasonable actions to promote compliance with the standards set forth in this Agreement and may provide such instructions, guidance, and recommendations as may be necessary and desirable to promote the mutual objectives of PSX and Marketer, including the promotion of public goodwill toward PSX's brand, and the reputation of the Branded Products. PSX shall have no control whatsoever over Marketer's resale prices of the Branded Products purchased hereunder.

23. APPLICABLE LAW

A) THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ~~TEXAS~~ OKLAHOMA EXCEPT FOR ANY RULE OF ~~TEXAS~~ OKLAHOMA LAW WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.

B) ~~.~~The parties irrevocably submit to the jurisdiction and venue of the United States District Court for the ~~Southern District of Texas~~Western District of Oklahoma for any litigation which arises from or relates to this Agreement or the termination thereof. If such court lacks jurisdiction or declines to exercise jurisdiction, the parties irrevocably submit to the jurisdiction and venue of the District Court of ~~Harris County, Texas~~Payne County, Oklahoma, for the resolution of such disputes.

C) All provisions of this Agreement are subject to such changes as are now or hereafter required to conform to any federal, state, and local laws, ordinances, and regulations of any governing authority or agency having jurisdiction, or purporting to have jurisdiction, over any of the matters or subjects involved in this Agreement. Provided, in the event any law effectively precludes PSX from selling Branded Products to Marketer or any of its Branded FBO(s), PSX may terminate this Agreement in whole or in part (as applicable).

24. TRANSFER OF AGREEMENT

A) This Agreement is personal to Marketer and assignable or transferable by Marketer only with the prior written consent of PSX, which consent shall not be unreasonably withheld. Marketer agrees that it shall not sell, assign, transfer, convey or give voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise (collectively "Transfer") a direct or indirect interest in this Agreement or the Marketer without PSX's prior written consent, which consent shall not be unreasonably withheld. A change of fifty percent (50%) or more of the control, voting or ownership interests in the Marketer's corporation, partnership or limited liability company, individually or in the aggregate, directly or indirectly, or any dissolution, merger, consolidation or other reorganization, or other arrangement having similar effect on the legal entity of the Marketer, is for all purposes of this Agreement considered a Transfer. Marketer understands, however, that PSX may condition its consent to any Transfer upon the agreement of the proposed transferee to (1) assume responsibility in writing for the financial and contractual liabilities to PSX of the Marketer, funds due upon debranding of a Branded FBO(s) or termination or nonrenewal of this Agreement; (2) accept that all warning/default letters issued by PSX to Marketer transfer to the proposed transferee; and (3) simultaneously therewith enter into a mutual termination of this Agreement. If requested, refusal of the proposed transferee to enter into such mutual termination and to accept the above liabilities shall conclusively be adequate reason for PSX to withhold its consent to the Transfer. Any attempt by Marketer to Transfer this Agreement or any rights hereunder without PSX's prior written consent shall be void and of no force and effect and shall be an event which makes termination of this Agreement reasonable, and upon the occurrence thereof PSX shall have the immediate right to terminate this Agreement.

B) Right of First Refusal. In the event Marketer wishes to sell, transfer or assign its rights under this Agreement or any interest in it, or all or a substantial portion of the assets of the Marketer, Marketer agrees to grant to PSX a sixty (60) day right of first refusal to purchase such rights, interest or assets on the same terms and conditions as are contained in the written offer to purchase submitted to Marketer by the proposed purchaser; provided, however, the following additional terms and conditions shall apply:

(i) Marketer shall notify PSX of such offer by sending a written notice to PSX, enclosing a copy of the written offer from the proposed purchaser. If the offer relates to other property, interests, or assets that are not subject to this Agreement, then the notice shall separately allocate the purchase price, earnest money, and other applicable terms to the property, interests or assets that are subject hereto;

(ii) Such right of first refusal is effective for each proposed transfer and any material change in the terms or conditions of the proposed transfer shall be deemed a separate offer on which a new sixty (60) day right of first refusal shall be given to PSX;

(iii) If the consideration or manner of payment offered by a third party is such the PSX may not reasonably be required to furnish the same, then PSX may purchase the interest which is proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by PSX, whose determination will be binding upon the parties. All expenses of the appraiser shall be paid for equally between PSX and Marketer; and

(iv) If PSX chooses not to exercise its right of first refusal, Marketer shall be free to complete the sale, transfer or assignment, subject to compliance with Section 24.A above. Absence of a reply to Marketer's notice of a proposed sale within the sixty (60) day period after PSX's receipt of the written notice from Marketer is deemed a waiver of such right of first refusal.

(v) In the event PSX elects to exercise its right of first refusal, PSX and Marketer shall, within thirty (30) days after PSX's exercise of the right of first refusal, execute PSX's standard form purchase and sale agreement on the same terms and conditions as agreed to between Marketer and said independent third party (to the extent the same relates to property, interests or assets that are subject to the right of first refusal, as applicable).

C) Upon the death or incapacity of Marketer, if Marketer is not incorporated, the rights granted under this Agreement may be transferable as provided by state or federal law, or, if no valid state or federal law shall be applicable, to the spouse or adult child of Marketer, provided arrangements have been made satisfactory to PSX for the continued active and competent management of Marketer's business. Upon the death or incapacity of the controlling stockholder or stockholders, if Marketer is incorporated, this Agreement will continue in effect, provided the active management of Marketer's business and the Branded FBO(s) continues in a manner which fully and completely complies with all of the terms of this Agreement.

D) PSX may assign or transfer this Agreement, in whole or in part, or any interest arising under this Agreement without the prior written consent of the other party. Subject to the provisions of this Section 24.D, this Agreement shall be binding upon the successors and assigns of the parties.

25. RECORDS AND AUDIT

Marketer shall maintain a true and correct set of records pertaining to all activities relating to its performance of this Agreement and all transactions related thereto. Marketer further agrees to retain all such records for a period of not less than two (2) years after completion of performance hereunder. Marketer agrees that a representative(s) authorized by PSX may audit any and all such records of Marketer during normal business hours at any time(s) during the term of this Agreement and during the two-year period after completion of performance of this Agreement.

26. TERMINATION

A) Termination for Cause.

(i) Either party may terminate this Agreement at any time for cause on the grounds listed below. The non-defaulting party shall give to the defaulting party a thirty (30) day cure period in which to remedy such cause(s) to avoid termination, except in circumstances of material default in which it would not be reasonable to give a thirty (30) day cure period. If such cause(s) are not remedied to the satisfaction of the non-defaulting party within the aforesaid cure period, the non-defaulting party shall give the other party written notice of termination, which shall state (a) the grounds for termination, and (b) the date of termination. Such notice shall be given at least ninety (90) days in advance of the effective date of termination, except in circumstances in which it would not be reasonable to give at least ninety (90) days' notice, in which event such notice shall be given on the earliest date that is reasonably practicable.

(ii) The grounds for termination shall include, but are not limited to:

a) Failure by a party to pay to the other party in a timely manner when due all sums to which such other party is legally entitled hereunder;

b) Failure to comply with federal, state, or local laws or regulations in any manner relevant to this Agreement;

c) Fraud or criminal misconduct by the other party in any manner relevant to this Agreement;

d) Breach of any provision of this Agreement;

e) Any act or omission by Marketer which, in PSX's opinion, impairs the goodwill associated with the Phillips 66 Brand or constitutes a deceptive or unfair trade practice under applicable laws;

f) Failure by Marketer to purchase its entire requirements of the Branded Products from PSX (unless excused from such purchase pursuant to Section 4 of this Agreement).

g) Failure by Marketer's Branded FBO(s) to pass quality control inspections and/or comply with Section 13.

B) Termination by PSX. PSX may terminate this Agreement at any time for economic or strategic supply reasons, in its sole discretion, by giving written notice to Marketer at least one hundred eighty (180) days prior to the effective date of termination.

27. CONFIDENTIALITY AGREEMENT

Marketer and PSX agree that in the course of dealing between the parties, each party may acquire Confidential Information. "Confidential Information" shall mean the terms and provisions of the Agreement and all information received by either party or either party's Agent (defined below) (i) that is not generally known in the industry in which the other party is or may become engaged, or (ii) which is marked "confidential" and/or "proprietary" about the other party's processes, services and products, including, without limitation, information relating to accounting, engineering, marketing, merchandising and selling, as well as customers and potential customers. The restrictions herein shall not apply with respect to Confidential Information which (i) is already available to the public; (ii) becomes available to the public through no fault of the receiving party, its employees or associates; (iii) is already known to the receiving party as shown by written records in the receiving party's possession at the time that the Confidential Information was received, provided that the source of such information was not bound by a confidentiality agreement with another party; or (iv) the receiving party is required to disclose by a governmental or judicial entity, provided that the receiving party notifies the disclosing party of the pending disclosure prior to such disclosure. Each party shall take all commercially reasonable affirmative steps to prevent disclosure of the other party's Confidential Information and maintain all Confidential Information, whether obtained either directly or incidentally and regardless of its form, confidential and safe from accidental or purposeful disclosure to any third party. Each party will disclose the other party's Confidential Information only to those of its employees, agents, attorneys, consultants, representatives, brokers, subcontractors, or independent contractors ("Agent(s)") who have a need to know or use such Confidential Information in the performance of this Agreement, and each party shall be responsible and liable for any unauthorized disclosure by its Agents. Each party shall make all reasonable efforts (including the design and implementation or use of an existing procedure for handling Confidential Information) to safeguard the other party's Confidential Information from disclosure to unauthorized individuals and for as long as the information disclosed remains Confidential Information. For the purpose of this Agreement, this Section 27 shall survive the termination of this Agreement for a period of two (2) years.

PSX understands and acknowledges that Marketer is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by PSX pursuant to this Agreement that would be inconsistent with its statutory requirements thereunder. PSX understands and acknowledges that Marketer can only keep records confidential if they are exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act. For each document or record submitted by PSX for which it is claiming an exemption or confidential privilege, PSX shall identify the federal and/or state law that creates said privilege.

28. MISCELLANEOUS

A) Non-Waiver. No waiver by either party of any default by the other party shall be construed as a waiver of any future defaults.

B) Headings. The headings used in this Agreement are for convenience only and shall not be used for the purpose of construction or interpretation. When the context so requires, the singular shall include the plural and vice versa.

C) Entire Agreement. This Agreement contains the entire agreement between the parties and terminates and supersedes all previous communications, representations and agreements (including, but not limited, to any prior Aviation Marketer Agreement) between the parties with

respect to the subject matter hereof. This Agreement does not extinguish any accrued rights under prior agreements. No change in or addition to this Agreement shall be effective unless in writing and signed by both parties.

D) No Exclusive Remedy. Wherever this Agreement grants either party a specific right or remedy with respect to a breach of Agreement or wrong of the other party, such right or remedy is in addition to any other legal or contract rights or remedies of the party enjoying the right or remedy.

E) Severability. If any provision of this Agreement is contrary to law, such provision shall be deemed either to be severable and stricken from the Agreement or modified so as to conform to law. If any law requires that this Agreement include any specific provisions, this Agreement shall be deemed to include such provisions. Other provisions of this Agreement shall be given effect to the extent possible. Any provision stricken, modified or added under this Section shall remain stricken or added only so long as the law requiring it remains effective.

~~F) Attorneys' Fees. A prevailing party shall be entitled to all of its costs, expenses and reasonable attorneys' fees if either party to this Agreement (i) retains counsel and/or institutes a lawsuit for violation of or to enforce any of the covenants, obligations and/or conditions of this Agreement, (ii) initiates a lawsuit against the other for a declaration of rights under this Agreement, or (iii) intervenes in a lawsuit in which the other is a party, to enforce or protect its interests or rights hereunder.~~

29. NOTICES

A) All notices between Marketer and PSX shall be in writing either on the PSX Marketing website, PSX's trustedfuel.com or by e-mail, facsimile, U. S. mail (certified and postage pre-paid), overnight courier or personal delivery to the offices indicated below. Marketer and PSX shall advise each other of accurate e-mail and facsimile addresses.

Aviation Contract Administration
Phillips 66 Company
970-02 Adams Bldg.
411 S. Keeler Ave.
Bartlesville, OK 74003-6670

City of Stillwater ~~/~~
~~Stillwater Regional Airport~~
Attn: City Clerk
723 South Lewis / PO Box 1449
Stillwater, Oklahoma 74076

with copies to:

Stillwater Regional Airport
Attn: Airport Director
3304 N. Airport Industrial Access Rd.
Stillwater, OK 74075

The deposit in the United States mail of a properly addressed and postage pre-paid communication shall be deemed delivery to the party addressed.

B) Marketer hereby grants permission to PSX to communicate in writing directly with its Branded FBO(s) on behalf of Marketer regarding anything related to its Branded FBO(s), provided Marketer receives written notice of the same. Marketer shall provide, or require its Branded FBO(s) to provide, contact data, including, but not limited to, email addresses, for personnel who will be the recipient of such notices from PSX. It shall be Marketer's responsibility to provide and keep such contact data current on electronic systems provided by, and by methods required by PSX.

C) To ensure PSX can send notices and communications to Marketer, including its Branded FBO(s), as necessary, arising from or related to this Agreement, Marketer shall have, and shall ensure that each Branded FBO has, at a minimum: (1) communications equipment necessary to access

the internet, and (2) an active e-mail address. Marketer shall promptly advise PSX of such email addresses and of any changes thereto.

30. LIQUIDATED DAMAGES

A) The parties agree and acknowledge that PSX has expended significant efforts and expense in building the value and goodwill associated with the Phillips 66 Brand licensed to Marketer under this Agreement. PSX will further expend significant efforts and expense to produce and deliver Branded Products for resale by Marketer under said Phillips 66 Brand. Marketer agrees and acknowledges that PSX will be harmed by loss of sales to Marketer if Marketer does not purchase, in its entirety, each portion of the Volume Commitment set forth in Section 1 above, in the event this Agreement is terminated either by (i) Marketer for any reason (including for reasons related to the sale or debrand of an FBO Location(s) out of the Phillips 66 Brand) (except for termination by the Marketer based upon the breach or default by PSX and PSX's failure to cure such breach or default), or ii) by PSX due to Marketer's breach of this Agreement before the end of the Term. Therefore, upon any termination or expiration of this Agreement as set forth in the previous sentence and Marketer fails to meet each portion of the Volume Commitment, Marketer agrees that PSX shall be entitled to liquidated damages as stipulated below. These liquidated damages are in addition to any other damages or equitable relief available to PSX for breach of Marketer's obligations under this Agreement or any other agreements with Marketer, including, but not limited to, promissory notes or amortization agreements. The parties agree that the damages stipulated below are a reasonable estimation of the amount of such damages as of the date of this Agreement and are not a penalty.

B) The amount of liquidated damages due and payable to PSX under this Section 30 as of the date of said breach or termination, whichever date is earlier, shall be an amount calculated by multiplying $.05 times each portion of the Volume Commitment less the amount of Branded Product (jet and aviation gasoline individually) purchased by Marketer under this Agreement and the Into-Plane Volume, as applicable. Under such circumstances, the amount contained in this Section of the Agreement shall be immediately collectible by PSX without substantiation of actual damages and losses by PSX and shall become immediately due and payable to PSX upon the date of said breach or termination.

31. ELECTRONIC DOCUMENTS AND SIGNATURES

A) Marketer agrees that PSX, in its sole discretion, may convert this Agreement into an electronic record and that in the event of any dispute involving this Agreement, a copy of such electronic record may serve as the exclusive original. The parties consent to conducting business via electronic transactions and recognize the validity, enforceability and admissibility of any electronic record or any electronic signature created in connection with this Agreement or the relationship contemplated by it. An electronic record of this Agreement and any electronic signature made in connection with this Agreement shall be deemed to have been signed by hand by each PSX and Marketer.

B) To the fullest extent permitted by applicable law, the parties hereby consent to the use of electronic signatures, including, but not limited to, facsimile signatures to enter into this Agreement, including all exhibits and any subsequent amendments or addenda related hereto, and to evidence the parties' intent to execute and enter into a binding agreement. Prior to execution of this Agreement, Marketer shall verify to PSX the officer or representative of Marketer's organization who is authorized to execute this Agreement, including all exhibits and any subsequent amendments and addenda. Marketer shall take all necessary steps at all times to prevent any other person from having knowledge of, gaining access to, or using such electronic signature without authorization. The foregoing shall not preclude the parties from executing this Agreement in the original hardcopy form. This Agreement may also be executed

in counterparts and electronically or by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

32. CONFIDENTIALITY AND ETHICS AND CONFLICTS OF INTEREST

Conflicts of interest relating to this Agreement are strictly prohibited as set forth hereafter. Except as otherwise expressly provided herein, neither party to this Agreement, nor any employee or officer of either party, shall, directly or indirectly, pay salaries, commissions or fees to employees or officers of the other party, or designees of such employees or officers, or make to or receive from any employee or officer of the other, or designee of such employee or officer, any payments or rebates, or favor employees or officers of the other party, or designees of such employees or officers, with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value, or enter into business arrangements with employees or officers of the other party, unless such employees or officers are acting as representatives of that other party.

33. NO THIRD PARTY BENEFICIARY

This Agreement is personal to Marketer and is intended for the sole use and benefit of Marketer and PSX. No Branded FBO or any other third party is a third party beneficiary under this Agreement.

The parties have caused this Agreement to be executed as of the Effective Date.

City of Stillwater, Oklahoma ~~/ Stillwater Regional Airporot~~

Phillips 66 Company

Exhibit A

Contract Volume

to Aviation Marketer Agreement

This Exhibit "A", effective **August 1, 2026**, is to be attached to and become a part of the Aviation Marketer Agreement ("Agreement"), effective **August 1, 2026**, between Phillips 66 Company (hereinafter called "PSX")

City of Stillwater, Oklahoma ~~and Stillwater Regional Airport Authority~~ whose principal place of business is at **723 South Lewis / PO Box 1449, Stillwater, OK 74076** (hereinafter referred to as "Marketer").

1. Estimated maximum contract volume, EXCLUDING INTO PLANE (in thousands of gallons)

AVGAS TERMINAL	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
BORGER, TX, PSX, RFYC (035A)	17	17	17	17	18	18	18	18	17	17	17	17	208

JET A-56MB TERMINAL	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
PONCA CITY, OK, PSXP, RFYC (A3Y1)	12	12	12	12	13	13	13	13	12	12	12	12	184

2. Marketer shall provide to PSX, as soon as reasonably available, any and all information which may be necessary to keep the above estimated maximum contract volume and Branded Products information up-to-date.
3. This Exhibit A is hereby incorporated within the Agreement and made a part thereof.
4. To the fullest extent permitted by applicable law, the parties hereby consent to the use of electronic signatures or facsimile signatures to enter into this Agreement, and to evidence the parties' intent to execute and enter into a binding agreement. This shall not preclude the parties from executing this Agreement in original hardcopy form. This Agreement may also be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

City of Stillwater, Oklahoma ~~and Stillwater Regional Airport Authority~~

Phillips 66 Company

DRAFT

Price Amendment

to Aviation Marketer Agreement

This Price Amendment is effective **August 1, 2026** ("Amendment Effective Date"), and amends the Aviation Marketer Agreement ("AMA"), whose term is **August 1, 2026** through **July 31, 2031**, by and between Phillips 66 Company ("PSX"), and **City of Stillwater** ~~and Stillwater Regional Airport Authority~~ ("Marketer").

1. Section 7 is deleted in its entirety and the following is substituted therefor:

> "Marketer shall pay PSX for Branded Products delivered hereunder in accordance with the following schedule, subject to federal, state, or local taxes, license fees, inspection fees, or other charges imposed by any governmental authority or agency:

Airport	Product	Specified Terminal(s)	Price Basis
Various	Jet Fuel (Treated)	PONCA CITY, OK, PSXP, RFYC (A3Y1)	Jet pricing is FOB the terminal and is based on the Argus Prior Week Average G3, plus of $0.145. Taxes and truck transportation are not included.
Various	Avgas	BORGER, TX, PSX, RFYC (0358)	Avgas 100LL price is FOB the Terminal and is the **Rack Posting** on the date of Branded Product purchase. Taxes and truck transportation are not included.

> For the purposes of this paragraph, "Argus Prior Week Average" means the jet price will be established weekly, to be effective 12:01 a.m. Tuesday ("Pricing Effective Date"), based on the previous week's (Monday through Friday) average of the Argus Marketscan published Jet quotation, plus a differential to PSX's terminal. Changes in costs including, but not limited to published pipeline tariffs, throughput fees, additive costs (if applicable), trucking freight rates, and fuel surcharges shall be charged to Marketer throughout the Term of this Agreement. PSX shall give written notice of any changes in costs to Marketer as soon as practicable. No changes in costs shall become effective until agreed to in writing by Marketer.

2. Except as specifically amended and modified herein, the AMA remains in full force and effect in accordance with its terms.

Executed as of the Amendment Effective Date first above written.

City of Stillwater ~~and Stillwater Regional Airport Authority~~ **PHILLIPS 66 COMPANY**

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REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	3.g. CC-26-126
Previous/Related Action:	
Background/Issue:	Since January of 2016, the City has leased the city-owned property located at 701 E. 12th Avenue to non-profit Community Resourcing, Inc. exclusively for its use and operation of Our Daily Bread Food and Resource Center. On August 4, 2025, the City Council approved an Amended and Restated Lease Agreement which included an additional approx. 1,800 square feet to the leased premises to provide for expansion and to better facilitate its operations. Community Resourcing, Inc. has requested written consent, as required by the Lease, to make permanent alterations and improvements. The alterations and improvements include renovations to offices, administration, and meeting spaces, guest areas, and warehouse and grocery storage space and receiving. Community Resourcing, Inc. is solely responsible for the cost of alterations and improvements, and no city funds will be used. Staff recommends approving the request and authorizing the City Manager to provide written consent to the proposed alteration and improvements to the leased premises.
Proposal/Solution:	Approve request and authorize City Manager to provide written consent.
Financial Source/Impact:	No City funds will be used.
Related Pillar(s):	Quality of Life
Recommended Action/Motion:	Approve request of Community Resourcing Incorporated to make alterations and improvements to Our Daily Bread Food and Resource Center and authorize the City Manager to provide written consent as required by the Amended and Restated Lease Agreement dated August 4, 2025.
Prepared By:	Christy Cluck, Assistant City Manager and Chief Financial Officer
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	6.a. CC-26-127
Previous/Related Action:	
Background/Issue:	The subject property is located on the northeast corner of 10th Avenue and Knoblock Street. The parcel is a 4,000 square foot lot (.09 acres) and contains a single-family house. The applicant is requesting to remove the existing home and rebuild a new single-family house. A single-family house is not allowed by right in Two-Family and Multi-Family (RTM), so the applicant is requesting to rezone to the Small Lot Single-Family Residential (RSS) district to accommodate the proposed redevelopment. The minimum lot size allowed in the RSS district is 5,000 square feet, with a 50-foot minimum width, and 100 foot minimum depth. The minimum lot size in the RTM district is 20,000 square feet, with a minimum lot width of 100 feet, and a minimum depth of 130 feet. This parcel is approximately 50 feet x 80 feet or 4,000 square feet. This means that the parcel is an existing non-conformity. Section 23-243.a of the Land Development Code states that ”no person may engage in any activity that causes an increase in the extent of any existing nonconformity”. The requested Map Amendment would decrease the extent of the nonconformity. On July 7, 2026 Planning Commission held a public hearing for the proposed map amendment, where there was no public comment on the item.
Proposal/Solution:	On July 7, 2026 Planning Commission recommended that the City Council approve the proposed Map Amendment as presented, with a 5-0 vote.
Financial Source/Impact:	None.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and

	approve the proposed Map Amendment for the property addressed as 524 W 10th Avenue.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Zoning Comparison Chart
3. Planning Commission Meeting Summary

Two Family and Multi Family Residential (RTM)

Small Lot Single Family Residential (RSS)

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Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA26-06)
Request: RTM to RSS
Address: 524 W 10th Ave.

Stillwater OKLAHOMA
stillwaterok.gov

ZONING COMPARISON CHART		
	RSS (Residential Single Family Small Lot)	**RTM (Residential Two-family and Multi-family)**
Min Lot Size	5000 square feet	20,000 square feet
Min Lot Width/Depth	50/100 feet	100/130 feet
Max Structure Height	35 feet	35 feet
Min Front Yard	20 feet/10 feet from alley	20 feet/10 feet from alley
Corner lot optional setback	Front: 20 feet Street Side: 15 feet	N/A
Min Side Yard - boundary with:		
Residential district	5 feet	5 feet
Commercial district	15 feet	15 feet
Industrial district	15 feet	15 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	20 feet
Any other district	20 feet	20 feet
Max Lot Coverage	No max limit	40 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	Required for parking lots only
Permitted Uses by Right (Uses in *italic* are allowed in both zoning districts)	• Conventional single-family • Residential design manufactured homes	• Boarding House/Rooming House • Church and Religions Institutions • Multiple-family with a maximum gross density of 20 units per acre • Townhome • Two-family (duplex)

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF July 7TH, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED July 3rd, 2026 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT	STAFF PRESENT
Jana Phillips, Chair	Kim Payne, Assistant City Attorney
Riley Williams, Vice Chair	Henry Bibelheimer, Senior City Planner
Mark Prather, Member	David Barth, Development Services Director
Mike Shanahan, Member	Alexandria Holle-Maged, Administrative Assistant
David Peters, Member	
MEMBERS ABSENT	Staff Absent

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting to order at 5:30 pm.

2. PUBLIC HEARING

   a. Receive public comment regarding a request for a Map Amendment (MA26-06) to rezone property addressed as 524 W. 10th Avenue from Two-Family and Multi-Family (RTM) to Small Lot Single-Family Residential (RSS) zoning district.

Mr. Henry Bibelheimer, Sr. Planner presents the staff report.

Commissioner Shanahan inquires if a variance would be required since the lot is still to small for RSS. Mr. Bibelheimer explains since it's an existing lot of record, the lot would be allowed to remain conforming; however, if someone were trying to create a parcel this size, then a variance would be required.

Chair Phillips invites the applicant to present.

BJ Bellettini, 524 W 10th Ave comes to the podium and states that they are trying to build a home for their family while visiting Stillwater.

Chair Phillips opens the public hearing and asks if anyone would like to speak in favor of the item; none respond. Chair Phillips asks if there is anyone that wishes to speak to speak in opposition to the item; none respond. Chair Phillips closes the public hearing and invites staff back up to present findings and alternatives.

Mr. Bibelheimer presents staff's findings and alternatives, which are:
Findings:
1. Envision Stillwater 2045 calls for Moderate Density Residential at this location.
2. This parcel does not meet the minimum dimensional requirements for the RSS district, but the requested Map Amendment would bring the property closer to compliance.
3. RSS zoning abuts this property to the west and south.

Alternatives:
1. Accept findings and recommend that the City Council approve the proposed Map Amendment as presented.
2. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
3. Find that the Map Amendment is not needed and do not recommend that the City Council approve the request.

Staff recommends Alternative #1 to accept findings and recommend that City Council approved the proposed Map Amendment as presented.

Commissioner Prather moves to approve the Map Amendment as presented, Commissioner Peters seconds the motion.

Roll Call:	Phillips	Williams	Prather	Shanahan	Peters
	Yes	Yes	Yes	Yes	Yes

Time: 7 minutes

DRAFT

REPORT TO: CITY COUNCIL

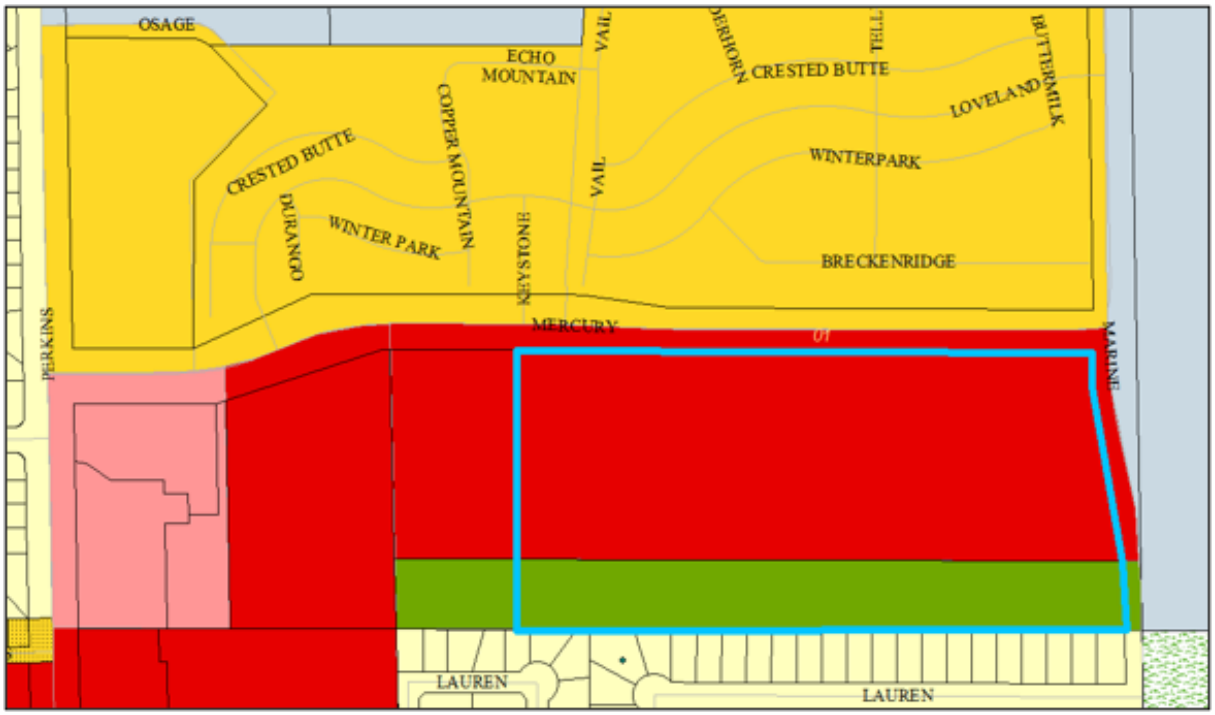
MEETING DATE: JULY 20, 2026

Agenda Item:	6.b. CC-26-128
Previous/Related Action:	
Background/Issue:	The subject property is located one quarter mile east of Perkins Road, and one quarter mile north of Lakeview Road, and is addressed as 799 E Mercury Road. The property is currently vacant and unplatted. The property is currently zoned Commercial Shopping (CS), and Neighborhood Transition Zone (NTZ) to support a low intensity commercial development, with a residential buffer for the neighborhood to the south, which could include conventional single family, two-family, and/or townhomes. The applicant is proposing to rezone the property to Two-Family residential (RT). This would remove the commercial component, and the need for a transition zone, as the allowed uses in NTZ are similar to those allowed in RT. A minor subdivision of the property has been administratively approved, which creates three new tracts accessed from Mercury Avenue. With this request, the applicant is requesting to rezone the new eastern two tracts, and the western tract is proposed to remain zoned Commercial Shopping (CS) and Neighborhood Transition Zone (NTZ). On July 7, 2026, Planning Commission held a public hearing for the proposed map amendment, where five (5) neighbors shared concerns about the map amendment, which included traffic, building height, stormwater runoff, safety, and requested to keep the NTZ zoning district.
Proposal/Solution:	On July 7, 2026, Planning Commission recommended that the City Council approve the proposed Map Amendment as presented, with a 5-0 vote.
Financial Source/Impact:	None.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and

	approve the proposed Map Amendment for the property addressed as 799 E Mercury Avenue.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Planning Commission Meeting Summary
3. Zoning Comparison Chart



Small Lot Single Family Residential (RSS)

General Industrial (IG)

Commercial General (CG)

Two Family and Multi Family Residential (RTM)

Commercial Shopping (CS)

Neighborhood Transition Zoning (NTZ)

Agriculture (A)

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Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA26-07)
Request: CS and NTZ to RT
Address: 799 E Mercury Ave

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF July 7TH, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED July 3rd, 2026 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT	STAFF PRESENT
Jana Phillips, Chair	Kim Payne, Assistant City Attorney
Riley Williams, Vice Chair	Henry Bibelheimer, Senior City Planner
Mark Prather, Member	David Barth, Development Services Director
Mike Shanahan, Member	Alexandria Holle-Maged, Administrative Assistant
David Peters, Member	
MEMBERS ABSENT	Staff Absent

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting to order at 5:30 pm.

2. PUBLIC HEARING

…….

b. Receive public comment regarding a request for a Map Amendment (MA26-07) to rezone property addressed as 799 E. Mercury Avenue from Commercial Shopping (CS) and Neighborhood Transition Zone (NTZ) to Two-Family Residential (RT) zoning district.

Mr. Henry Bibelheimer, Sr. Planner presents the staff report.

Chair Phillips asks for clarification on the property lines. Mr. Bibelheimer explains that the minor subdivision is changing the property lines to split up three parcels running north and south and the east two will be rezoned.

Chair Phillips invites up the applicant or representative.

Steven Gose, Gose and Associates, 113 East 8th Avenue comes to speak on the following:

- Representing a developer client who intended to build duplexes within the municipality.
- Regarding the property configuration, clarified that the three current parcels involved a 10-acre remainder tract that the current owner intends to retain,
- Client proposed to acquire and develop the remaining property as two separate tracts.
- Acknowledged that while the specific tract layout was not directly relevant to the zoning request itself, it provided necessary context for the configuration.
- Stated that the proposed duplexes, utilizing RT zoning, would integrate well with the neighboring NTZ and would replace the existing commercial designation with residential duplexes.

Chair Phillips opens the public hearing and asks if anyone would like to speak in favor of the item; none respond. Chair Phillips asks if there is anyone that wishes to speak to speak in opposition to the item;

DRAFT

The following come to speak in opposition:

- Travis Rollins, Lakeview Ridge HOA Representative, 918 E Lauren Ln.
- Sherri Bolene, 907 E Lauren Ln.
- Colton Herzog & Sharron Gonzales, 910 E Lauren Ln.
- Dennis Roost, Mercury Ave.

The following concerns were shared:

- The NTZ was originally established to protect the neighborhood after a previous apartment proposal was rejected. The underlying safety and environmental issues that justified creating the buffer zone still exist today.
- The surrounding road infrastructure cannot support increased traffic density. Specifically, the intersection of Marine Drive, North Grandview, and Lakeview suffers from poor visibility and statistically experiences more accidents than the major intersection at Perkins and Lakeview.
- The homes along Lauren Lane sit downhill from the site and feature large, north-facing windows. Removing the NTZ creates severe privacy concerns for these residents.
- The downhill neighborhood (Lakeview Ridge) already experiences minor residential flooding. Developing the buffer zone without adequate infrastructure will worsen stormwater runoff and drainage issues.
- The HOA does not oppose the construction of duplexes itself but requests a compromise or amendment that leaves the protective NTZ buffer intact.
- States the significant downhill elevation drop from the proposed development site extends all the way to Lakeview Street.
- Stormwater runoff already heavily fills the drainage ditches along Lakeview, and removing the NTZ will severely worsen these existing flooding issues.
- Existing green space acts as a critical natural buffer that mitigates the urban heat island effect and provides a necessary noise barrier between high-density development and the small, quiet neighborhood.
- Feels eliminating the NTZ will negatively alter the character of the neighborhood.
- The green space serves as a habitat for local wildlife and migratory birds.
- Concerned about traffic safety.
- Concerned about displacement of local wildlife stating the subject property serves as an active habitat, nesting, and foraging ground for local fauna.
- Strongly opposes high-density development at the Mercury Avenue site, citing a past community battle against a three-story apartment complex and concerns over high police-call volumes in a similar neighborhood across Marine Drive.
- Welcomes the development if it consists of single-story duplexes that attract long-term families, noting that while empty lots will inevitably be developed, the project should respect the existing neighborhood.

Mrs. Boele shares a letter from a neighbor that could not come that emphasizes the concerns of flooding and wildlife displacement.

Chair Phillips invites the representative and staff to clarify some points.

Mr. Bibelheimer shares the difference between the two zoning districts:

RT – Two Family Residential District

1. Conventional single-family.
2. Residential design manufactured home.
3. Two-family (duplex).
   NTZ - Neighborhood Transition Zone
1. Conventional single-family.
2. Two-family (duplex).
3. Townhome.

Mr. Bibelheimer further clarifies that NTZ is not a greenspace buffer but is a lower intensity housing zoning.

Vice Chair Williams asks for clarification that since those are so similar was the purpose for rezoning just to create uniformity in the zoning. Mr. Bibelheimer states that the applicant can elaborate on intent but that is the idea.

Mr. Gose returns to clarify some points:

- Shares that the setbacks for NTZ and RT are both 20 feet with 10 units an acre for RT.
- Explains that they will come back with a preliminary plat that will include a drainage study. There will also be a final drainage study with the final plat.
- Currently plan 4 units per acre.
- Shares opinion that RT is a little more restrictive than NTZ.
- Plan to have two detention ponds and will also evaluate if any additional drainage easements are needed.
- States there are existing drainage easements that buffer the neighborhood to the south.

Commissioner Prather asks for clarification on requirements for drainage. Mr. Gose shares that the code is written so that a developer cannot increase the runoff flow from their site; it is usually calculated in CFS (cubic feet per second); in Stillwater, engineers design for about six different storm scenarios such as the 1-year to the 100-year storm event.

Vice Chair Williams asks if they will be doing a traffic study. Mr. Gose responds that the proposed development would not trigger need for a traffic study.

Commissioner Prather asks if they plan to do any two-story duplexes. Mr. Gose responds the plan is for single story units.

Vice Chair Williams inquires whether there will be any type of buffer or easement between the north edge of the Lauren Lane houses and the south end of the new development and if they plan on keeping the trees as screening. Mr. Gose responds that will be addressed with the preliminary plat; to shed water to the detention ponds will require some grading along the back property line which will involve some tree removal.

Chair Phillips asks if the drainage easement at the back of the property will be of the 20-foot setback. Mr. Gose says it's from the property line but the lots will probably be deeper to accommodate the grade.

Commissioner Prather asks for clarifications on the difference between NTZ and RT. Mr. Gose says with NTZ, the property owner could do townhomes by right and the density could be double.

Commissioner Prather asks if there is any benefit to the neighbors to leave this as NTZ. Mr. Gose says he does not believe so.

Commissioner Prather asks why not rezone the whole thing to NTZ if it would allow the same development. Mr. Gose shares that this is the only place in town with NTZ zoning.

Chair Phillips adds that the city is planning on eliminating this zoning category in the new land development code update.

Chair Phillips closes the public hearing and invites staff back up to present findings and alternatives.

Mr. Bibelheimer presents staff's findings and alternatives, which are:

Findings:

1. The proposed Map Amendment aligns with Envision Stillwater 2045.
2. The RT zoning district provides an appropriate buffer between the RTM zoned property on the north side of Mercury, and the single-family residential neighborhood abutting the southern edge of the property.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Map Amendment as presented.
2. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
3. Find that the Map Amendment is not needed and do not recommend that the City Council approve the request.

Staff recommends Alternative #1 to accept findings and recommend that City Council approved the proposed Map Amendment as presented.

Vice Chair Williams states this is a good use and the concerns from the neighbors will be addressed during the plating phase.

Commissioner Shanahan reminds neighbors that the preliminary plat will also be a public hearing.

Vice Chair Williams moves to approve the Map Amendment as presented, Commissioner Peters seconds the motion.

Roll Call:	Phillips	Williams	Prather	Shanahan	Peters
	Yes	Yes	Yes	Yes	Yes

Time: 30 minutes

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ZONING COMPARISON CHART		
	RT (Residential Two-family)	**CS (Commercial Shopping)**
Min Lot Size	7,500 square feet	No min requirements
Min Lot Width/Depth	60/100 feet	No min requirements
Max Structure Height	35 feet	No min requirements
Min Front Yard	20 feet/10 feet from alley	20 feet/10 feet from alley
Min Side Yard - boundary with:		
Residential district	5 feet	15 feet
Commercial district	15 feet	15 feet
Industrial district	15 feet	15 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	25 feet
Any other district	20 feet	25 feet
Max Lot Coverage	40 percent	40 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	Required when abutting RSS, RSL, RMH, RT or RM; 70% opaque up to 3-feet tall and 40% opaque up to 5-feet tall; 1+ story structure requires 6-foot high landscape buffer when adjacent to residential district
Permitted Uses by Right (Uses in *italic* are allowed in both zoning districts)	• Conventional single-family • Residential design manufactured home • Two-family (duplex)	• Bed and Breakfast, Hotel, Motel • Beverage Services • Educational Services • Financial Institutions and Services • Food Services • Free-Standing Self Service Facilities • Information • Mixed Use • Personal and Laundry Services • Personal Storage and Warehousing • Professional and Administrative Office and Services • Retail Trade

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ZONING COMPARISON CHART		
	RT (Two-Family Residential)	**NTZ (Neighborhood Transition Zone)**
Min Lot Size	7,500 square feet	5,000 square feet (single family) 7,500 square feet (multi-family)
Min Lot Width/Depth	60/100 feet	50/100 feet
Max Structure Height	35 feet	Average height of existing structures in adjacent established neighborhood
Min Front Yard	20 feet/10 feet from alley	20 feet
Min Side Yard - boundary with:		
Residential district	5 feet	20 feet when adjacent to neighborhood property lines 5 feet when not adjacent to neighborhood property lines
Non-residential use	15 feet	N/A
Industrial district		N/A
Min Rear Yard - boundary with:		
Residential district	20 feet	20 feet when adjacent to neighborhood property lines 5 feet when not adjacent to neighborhood property lines
Max Lot Coverage	40%	No max Limit
Max Gross Density	11 dwelling units per acre	10 dwelling units per acre
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	No requirements
Permitted Uses by Right (Uses in *italic* are allowed in both zoning districts)	• *Conventional single-family* • *Two-family (duplex)* • Residential design manufactured home	• *Conventional single-family* • *Two-family (duplex)* • Townhome

REPORT TO: CITY COUNCIL

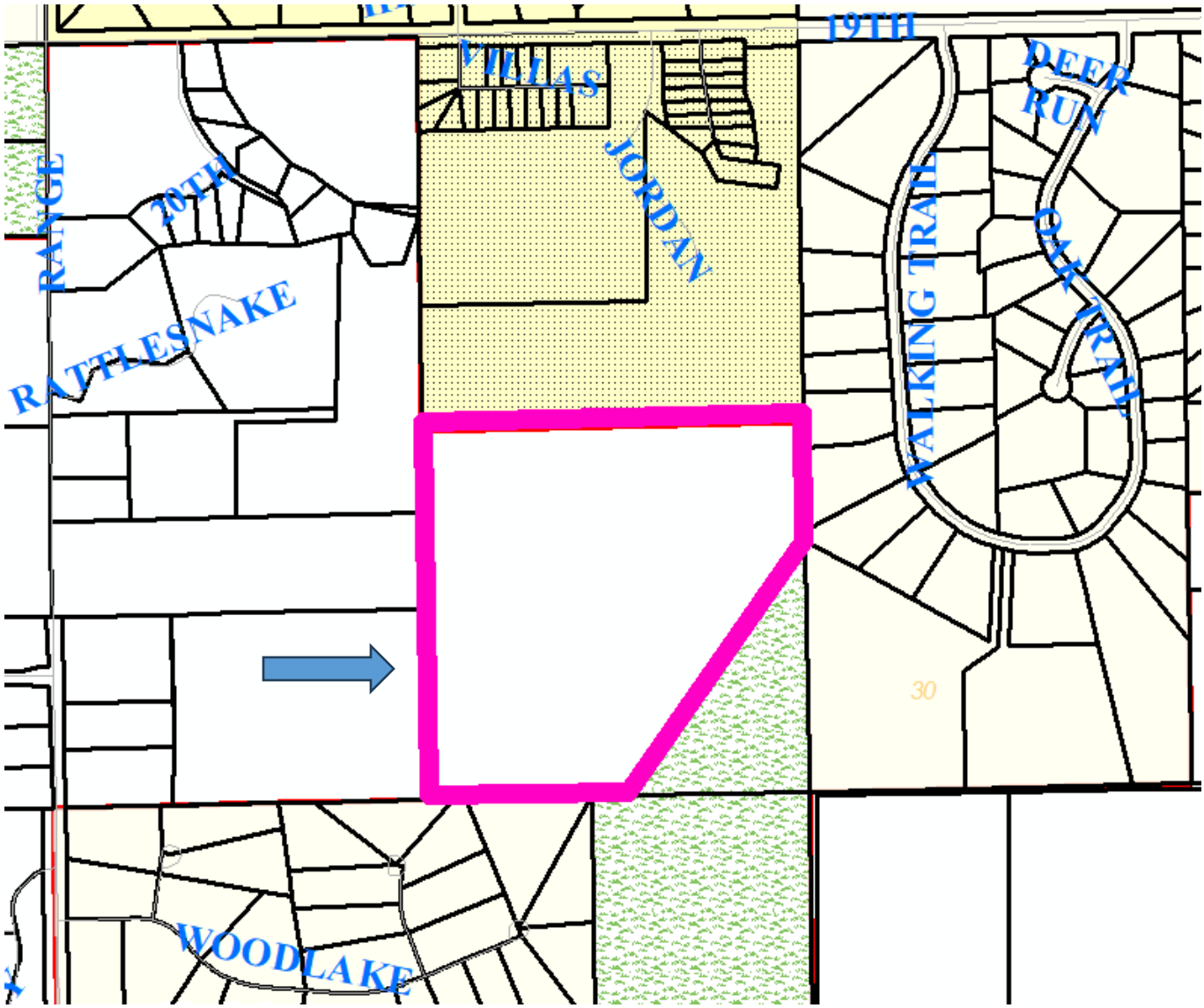
MEETING DATE: JULY 20, 2026

Agenda Item:	6.c. CC-26-129
Previous/Related Action:	
Background/Issue:	The subject property owner is petitioning to annex approximately 33.64 acres, generally located one-quarter mile south of 19th Avenue and one-quarter mile east of Range Road and is addressed as 5599 W 19th Avenue. The property owner, Stillwater West Property LLC, is also the property owner of the development to the north of this parcel, Golden Oaks Village. The requested property to be annexed into the City of Stillwater is to support the expansion of Golden Oaks Village. Golden Oaks Village is zoned Small Lot Single-Family Residential (RSS) district, with a Planned Unit Development. The applicant is requesting the subject property be annexed into the City of Stillwater and be zoned Small Lot Single-Family Residential (RSS) district. If a Planned Unit Development is required for the proposed expansion, a separate PUD submittal would be required. The property is contiguous to and abuts the present corporate limits of the City of Stillwater along the north, south, and eastern boundaries. On July 7, 2026, Planning Commission held a public hearing for the proposed annexation, where there was no comment from the public.
Proposal/Solution:	On July 7, 2026, Planning Commission recommended that the City Council approve the proposed annexation as presented, with a 5-0 vote.
Financial Source/Impact:	None.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the annexation of approximately 33.64 acres addressed as 5599 w 19th Avenue, and zone the parcel Small Lot Single-Family Residential (RSS).

Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth
	Brady Moore
	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Petition w_Exhibits
3. Planning Commission Meeting Summary



Small Lot Single Family Residential (RSS)	Small Lot Single Family Residential with a Planned Unit Development (RSS-PUD)	
Large Lot Single Family-Residential (RSL)	Outside City Limits	Agriculture (A)

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Project Type: Annexation (ANX26-01)
Request: Annex for Golden Oaks PUD expansion.
Address: 5599 W 19TH AVE.

PETITION FOR ANNEXATION

Pursuant to 11 O.S. 21-105, the undersigned Petitioners do hereby petition for the annexation of certain real property into the corporate limits of the City of Stillwater. The certain real property to be annexed is described in Exhibit A, attached hereto and fully incorporated herein (the "subject property"). The subject property is adjacent and contiguous with the City of Stillwater in accordance with 11 O.S. 21-105.

The undersigned hereby state that they constitute at least three-fourths (3/4) of the registered voters and the owners of at least three-quarters (3/4) in value of the subject property in accordance with 11 O.S. 21-105. The warranty deed/s showing ownership of the subject property is/are attached hereto as Exhibit B and fully incorporated herein.

A list of voters with addresses located within the subject property is attached hereto as Exhibit C.

The undersigned hereby state that they will give notice of the presentation of this petition for annexation of the subject property by publication at least once each week for two (2) successive weeks in a newspaper of general circulation in the City of Stillwater in accordance with 11 O.S. 21-105.

Signed this 22nd day of May, 2026.

Name of Property Owner (as shown on deed)

By: Stillwater West Property, LLC
Name and Title, if owner is corporate entity

Signed this 22nd day of May, 2026.

Name of Property Owner (as shown on deed)

By: Manager
Name and Title, if owner is corporate entity

Exhibit A

NOTICE OF ANNEXATION PETITION(ANX26-01)

(Note to Publisher: Per 11 OS 21-105, notice must be published at least once each week for two (2) consecutive weeks in a newspaper in general circulation in Stillwater.)

Please take notice that a petition has been presented to the Stillwater City Clerk requesting annexation of approximately 33.64 acres generally located one-quarter mile south of 19th avenue and one-quarter mile east of Range Road and is addressed as 5599 W 19th Avenue. This property is more particularly described as follows:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTY, TOWNSHIP NINETEEN NORTH, RANGE TWO EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY OKLAHOMA, LESS AND EXCEPT THE FOLLOWING TRACT BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER, THENCE SOUTH 89°17'40" WEST A DISTANCE OF 620 FEET, THENCE NORTH 35°54'37" EAST A DISTANCE OF 1052.71 FEET, THENCE SOUTH 00°10'18", A DISTANCE OF 845 FEET TO THE POINT OF BEGINNING.

Exhibit B

1652 0164

QUIT CLAIM DEED

I-2006-010385 07/13/2006 4:23 pm
Book 1652 Page(s) 0164-0165
Fee: $ 15.00 Doc: $ 0.00
Sherri Schieffer - Payne County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

THAT GOLDEN OAKS VILLAGE OF STILLWATER, L.L.C., an Oklahoma Limited Liability Company, Party of the First Part, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto STILLWATER WEST PROPERTY, L.L.C., an Oklahoma Limited Liability Company, Party of the Second Part, the following described real property and premises, situated in Payne County, State of Oklahoma, to-wit:

Units 101, 102, 103, 104, 105, 106, 116, 117, 118, 120, 121, 126, 127, 128, 129-134, 149, 150, 151, 152-154, 201-207, 215-217, 218, 219-221, 226-234, 239, 246, 250 and 252-254 in WOODRIDGE VILLAGE, and the common elements appertaining thereto; ALL according to the Declaration of Unit Ownership Estate for WOODRIDGE VILLAGE, and the building plans attached thereto, recorded in Book 733, Page 103, inclusive, in the office of the County Clerk of Payne County, State of Oklahoma, and

Tract No. 1
The Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) of Section Thirty (30), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, LESS AND EXCEPT the following tract beginning at the Southeast Corner (SE/cor) of the Northwest Quarter (NW/4), thence South 89°17'40" West a distance of 620 feet, thence North 35°54'37" East a distance of 1052.71 feet, thence South 00°10'18" a distance of 845 feet to the point of beginning, and

Tract No. 2
A tract of land in Section Thirty (30), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows: Beginning 40 feet South and 534.69 feet West of the Northeast Corner (NE/cor) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4), thence South 889.09 feet, thence West 784.29 feet, thence North 600 feet, thence East 659.55 feet, thence North 289.13 feet, thence East 125 feet to the point of beginning, containing 11.65 acres more or less, and

Tract No. 3
A tract of land in Section Thirty (30), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, more particularly described as the East Half (E/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) less the North 40 feet and the South 15 acres of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) LESS AND EXCEPT a tract of land beginning 40 feet South and 534.69 feet West of the Northeast Corner (NE/cor) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4), thence South 889.09 feet, West 784.29 feet, North 600.00 feet, East 659.55 feet, North 289.13 feet, East 125 feet to the point of beginning, containing 22.74 acres, more or less.

together with all the improvements thereon and the appurtenances thereunto belonging.

REGISTER OF DEEDS OFFICIAL SEAL STATE OF OKLAHOMA, PAYNE COUNTY

10.00 5.00

UNOFFICIAL

TO HAVE AND TO HOLD the above-described premises unto the said Party of the Second Part, its successors, and assigns forever.

SIGNED AND DELIVERED this 13th day of July, 2006.

GOLDEN OAKS VILLAGE OF STILLWATER, L.L.C.

By _____
HOLLIE L. CHAPPELL, Manager

STATE OF OKLAHOMA)
) SS.
COUNTY OF Garfield)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of July, 2006, personally appeared HOLLIE L. CHAPPELL, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

(SEAL)

_____
Notary Public

My Commission Expires: 1-11-2010

Exempt from documentary stamp tax - 68 O.S. Art. 32 §3202(3)

RETURN TO: Keith Schwandt, Rose Rock Bank, 510 Commerce, Enid, Oklahoma 73702

UNOFFICIAL

Signed this _____ day of _____, _____.

Name of Registered Voter

By: _____
Name
Address: _____

Signed this _____ day of _____, _____.

Name of Registered Voter

By: _____
Name
Address: _____

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF July 7TH, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW, THE AGENDA WAS POSTED July 3rd, 2026 IN THE MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT	STAFF PRESENT
Jana Phillips, Chair	Kim Payne, Assistant City Attorney
Riley Williams, Vice Chair	Henry Bibelheimer, Senior City Planner
Mark Prather, Member	David Barth, Development Services Director
Mike Shanahan, Member	Alexandria Holle-Maged, Administrative Assistant
David Peters, Member	
MEMBERS ABSENT	Staff Absent

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting to order at 5:30 pm.

2. PUBLIC HEARING

…….

c. Receive public comment regarding a petition to annex (ANX26-01) approximately 33.64 acres generally located one-quarter mile south of 19th Avenue and one-quarter mile east of Range Road and addressed as 5599 W 19th

Mr. Henry Bibelheimer, Sr. Planner presents the staff report.

Chair Phillips invites the applicant forward.

Aaron Ferguson, Bancroft Design, 923 South Lowry state that the request is planned to be an expansion of Golden Oaks, including an expansion of the existing Planned United Development (PUD).

Chair Phillips opens the public hearing and asks if anyone would like to speak in favor of the item; none respond. Chair Phillips asks if there is anyone that wishes to speak to speak in opposition to the item; none respond. Chair Phillips closes the public hearing and invites staff back up to present findings and alternatives.

Mr. Bibelheimer presents staff's findings and alternatives, which are:

Findings:
1. The petition to annex includes 33.64 acres, which abuts the city limits on three (3) sides.
2. The applicant is requesting the subject property be zoned Small Lot Single-Family Residential (RSS), to align with the zoning north of the subject property.
3. If annexed, the Future Land Use Map of the Envision Stillwater 2045 will be updated to designate this property as Low-Density Residential.

Alternatives:
1. Accept findings and recommend that the City Council approve the proposed annexation as presented.

DRAFT

2. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
3. Find that annexation of the subject property is not needed and do not recommend that the City Council approve the request

Staff recommends Alternative #1 to accept findings and recommend that City Council approved the proposed Annexation as presented.

Commissioner Shanahan voices his support for annexation but states that he believes the condition of Range Road needs to be improved if the city is expanding in this direction.

Commissioner Peters moves to approve the Annexation as presented. Commissioner Prather seconds.

Roll Call:	Phillips	Williams	Prather	Shanahan	Peters
	Yes	Yes	Yes	Yes	Yes

Time: 7 minutes

DRAFT

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	7.a. CC-26-130
Previous/Related Action:	
Background/Issue:	Stillwater Regional Airport (SWO) conducted a Rates & Charges Study of airport rates, charges, and revenue with a consultant, KSA. KSA provided a final report after completing the rates & charges study, which includes cost centers for various airport costs, and recommendations for revised rates & charges moving forward. The FAA requires airports receiving federal grants to operate as financially self-sustaining as possible under their specific circumstances to ensure that federal investment in airports remains useful and not overly dependent on ongoing subsidies. An airport must maintain a fee and rental structure that covers operational and maintenance costs to the greatest extent possible, balances market competitiveness with the need to attract and retain commercial aeronautical services, and adheres to fair and reasonable charges for both aeronautical and non-aeronautical users.
Proposal/Solution:	Airport staff recommends adopting the proposed FY2027 Airport Rates & Charges.
Financial Source/Impact:	Revenue from airport rates & charges is required to be used for airport operating, maintenance, and development needs only.
Related Pillar(s):	
Recommended Action/Motion:	The Stillwater Regional Airport Advisory Board (SRAAB) voted and recommended presenting the proposed FY2027 Airport Rates & Charges to City Council. Airport staff recommends adopting the proposed FY2027 Airport Rates & Charges in Resolution CC-2026-19.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Rates and Charges Study-FINAL 2

2. Stillwater Regional Airport Rates and Charges_Presented Draft

KSA
a PAPE–DAWSON company

STILLWATER REGIONAL AIRPORT

RATES AND CHARGES STUDY

SWO Stillwater REGIONAL AIRPORT

PREPARED BY KSA a Pape-Dawson Company

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EXECUTIVE SUMMARY

The City of Stillwater retained KSA to conduct a comprehensive Airport Rates and Charges Study for the Stillwater Regional Airport (SWO). The purpose of this study was to evaluate the Airport's existing fee structure, compare SWO to peer and competitive airports, assess compliance with Federal Aviation Administration (FAA) requirements, and develop a financially sustainable and market-supported schedule of rates and charges for implementation beginning in FY 2027.

KSA evaluated the Airport's operating and capital costs, existing leases and agreements, comparable airport rate structures, and current industry practices. The study also examined the Airport's ability to recover costs associated with airfield, terminal, landside, and parking operations while maintaining rates that remain competitive and support continued commercial air service activity.

The analysis determined that SWO currently charges rates and fees that are generally below peer airport averages in nearly all major categories. While these lower rates have historically supported affordability and operational activity, they have also limited the Airport's ability to recover costs and achieve the FAA objective of financial self-sufficiency. FAA Grant Assurance 24 requires airports receiving federal assistance to maintain a fee and rental structure that makes the airport as financially self-sustaining as possible under existing circumstances.

The study found that SWO's current Cost per Enplaned Passenger (CPE) of $2.95 is significantly below the peer airport average of $4.36, indicating that the Airport remains competitively positioned for airline operations. Similarly, the Airport's existing landing fees, terminal rental rates, tie-down fees, and hangar rental rates all fall below comparable market averages.

KSA's review of airport industry practices identified several opportunities for SWO to strengthen revenue generation through a balanced combination of aeronautical and nonaeronautical fees. Recommendations were developed using a cost recovery methodology while considering market sensitivity and the Airport's competitive environment. Although full cost recovery is not currently achievable without adversely impacting airport activity, the recommended rates represent a practical and incremental approach toward improved financial sustainability.

Key recommendations include:

- Increasing the commercial signatory landing fee from $0.95 to $1.50 per 1,000 pounds of landed weight, with a 25 percent premium for non-signatory operators.
- Increasing terminal rental rates from $21.25 to $25.00 per square foot and implementing a $0.75 per enplaned passenger fee to recover public area terminal costs.

- Establishing public vehicle parking fees of $5.00 per day for Lots 1 and 2 near the terminal.
- Implementing a $3.00 Customer Facility Charge (CFC) for rental car transactions.
- Increasing aircraft tie-down fees to $15 per overnight stay and $150 per month.
- Increasing T-Hangar rental rates to $300 per month for Hangar 1 and $325 per month for Hangar 2.
- Increasing aeronautical ground rent to $0.30 per square foot and setting nonaeronautical ground rents at current Fair Market Value.
- Continuing fuel flowage fees with annual adjustments tied to inflation and operating costs.
- Establishing new aeronautical permit fees, based aircraft fees, lease development fees, and hangar wait-list fees.

The study also recommends annual review and adjustment of all rates and charges based on operating performance, inflationary pressures, capital improvement needs, and market conditions. At a minimum, annual increases tied to the Consumer Price Index (CPI) or a three percent escalation factor are recommended for most fee categories.

Projected FY 2027 revenues generated from the proposed rates and charges are expected to substantially improve the Airport's financial position and reduce the operational funding burden currently borne by the City. With the proposed fee changes, projected revenues for FY 2027 are expected to increase by $918,317. Of this amount, $524,245 results from reclassifying transfers from the City's General Fund to nonaeronautical rents, while $394,072 represents anticipated additional revenue for the Airport.

Impact of Proposed Rates and Charges

Source of Revenue'	Current Rental Rate	Calculated Rental Rate	Market Rate (Avg)	Proposed	FY 2027 Rate Impact
Landing Fee (Signatory)	$0.95/1K lbs	$29.52/1K lbs	$1.46/1K lbs	$1.50/1K lbs	$32,713
Terminal Rent	$21.25/psf	$213.07/psf	$25.30/psf	$25.00/psf	26,303
Emplaned Passenger Fee	None	$15.89/per pax	$0.45-$1.05	$0.75/per pax	29,611
Customer Facility Charge	None	NA	$3.00-$10.00	$3.00/per trans day	127,683
T-Hangar 1 (Total 12,470 SF)	$250/mo	NA	$125-$475/mo	$300/mo	5,400
T-Hangar 2 (Total 13,750 SF)	$250/mo	NA	$125-$475/mo	$325/mo	8,100
PortAPort	$170/mo	NA	NA	$200/mo	1,440
Aircraft Parking	$10/day, $50/mo	NA	$86.61/mo	$15/day, $150/mo	20,917
Aeronautical Ground Rent	$0.24/psf	$0.15-$0.48	$0.29	$0.30/psf	28,635
Nonaeronautical Ground Rent	$0.12/psf	NA	$0.39/Improved	$0.29/psf	525,816
Fuel Flowage Fee	0.20 per gallon	NA	$0.05-$0.20	$0.206 per gallon	3,900
Administrative Fee on Fuel	None	NA	NA	3% purchase	90,000
Annual Fees	None	NA	Various	Various	17,800
				TOTAL	**$918,317**

Overall, the recommended rates and charges program positions SWO to improve financial sustainability, maintain compliance with FAA requirements, support future capital investment, and enhance long-term operational stability while remaining competitive within the regional airport market. The proposed approach balances fiscal responsibility with the Airport's strategic objective of maintaining and growing commercial air service, supporting general aviation activity, and continuing to serve as a critical transportation and economic asset for the Stillwater community and surrounding region.

Section 1: Introduction

1.1 Scope of Work

The City of Stillwater has enlisted KSA to conduct an Airport Fees and Charges Study for the Stillwater Regional Airport (SWO). To fulfill this task, KSA has recommended rates and developed an Airport Fee Schedule, based on the types of rents, fees, and charges selected by Airport management for implementation.

In order to achieve this objective, KSA examined current industry practices for establishing airport rents, fees, and charges. This included identifying the types of fees commonly charged and the measures typically used in the industry.

This summary report outlines the results of KSA's analysis, including their recommendations for the structure of a rate-setting practice and the methodology for determining the rates.

1.2 Project Approach

To accomplish the scope of work, KSA undertook several key tasks:

- assessed airport rates and charges to determine if revenues sufficiently covered operating expenses and provided the necessary funding for capital projects
- identified best industry practices for developing a fee and rental structure
- analyzed the Airport's current rental rates and related information
- obtained and compared rents, fees, and charges from comparable and competitive airports.
- provided Airport management with recommendations for the methodology and proposed types of rents, fees, and charges

Based on the structure selected by Airport management, KSA has also provided recommendations for the specific fee amounts.

1.3 Commercial Service Airport Rates

Table 1 provides a brief overview of rates and charges typically charged by commercial service airports, the Airport's existing rates, industry practices, and recommendations for the City's approval.

It is important to note that additional fees have been recommended to aid the Airport in taking steps towards obtaining financial self-sufficiency moving forward. Each of the fees below are described herein, and a full evaluation of existing Airport rates and charges are included in Attachment 2. A summary of each rental fee shown below is addressed in detail in this report.

Table 1
Airport Rates and Charges for Commercial Service Airports

Type of Fee	Existing	Industry Practice	Recommendation
Landing Fee	Yes	Most Common	Yes
Terminal Rent	Yes	Most Common	Yes
Aircraft Parking Fees	Yes	Most Common	Yes
Land and Building Rents	Yes	Most Common	Yes
Parking Fees	No	Most Common	Yes
Fuel Flowage Fee	Yes	Most Common GA airports	Yes
Percentage Gross Receipts	Somewhat	Most Common Concessions	Yes
Customer Facility Charge	No	Moderately Common	Yes
Aeronautical Permit Fees	No	Moderately Common	Yes
Based Aircraft Fee	No	Less Common	Yes
Waitlist Fee	No	Less Common	Yes
Through-the-Fence Fee	No	Less Common	Future
Airport Access Fee	Somewhat	Less Common	Future

1.4 Federal Aviation Administration Requirement

FAA Grant Assurance 24, Airport Fees and Rents, requires the airport maintain a fee and rental structure for the facilities and services at the airport which will make the airport as financially self-sustaining as possible under the circumstances existing at the airport. As such, the Airport must employ a reasonable, consistent, and transparent (i.e. clear and fully justified) method of establishing rates and charges, with adjustments on a timely and predictable schedule. The FAA will not ordinarily investigate the reasonableness of an airport's fees absent the evidence of a progressive accumulation of surplus aeronautical revenues or a formal complaint filed by a tenant(s) through the Department of Transportation.

Additionally, FAA mandates rental rates imposed on nonaeronautical uses be set at Fair Market Value (FMV).

1.5 Cost Recovery Methods

As outlined in the scope of work, KSA conducted a comprehensive cost recovery analysis to ensure that revenues sufficiently cover both operating expenses and the funding needs for capital projects, as detailed in Exhibit A. While evaluating full airport cost recovery to establish Airport rates, it was crucial to consider several key factors:

- a cost recovery review was imperative to evaluate if the fees charged effectively cover the actual costs of providing airport services and facilities,
- market demand was considered to understand the demand for airport services and the willingness of users to pay for them,
- the competitive environment was assessed to determine the level of competition in the market and the availability of substitutes,
- social and environmental impacts were considered to ensure that the fees reflected the broader impacts of airport operations, and
- regulatory compliance was reviewed to guarantee that the fees align with federal regulations and guidelines for airport rates and charges.

By meticulously evaluating these factors, KSA has formulated recommendations based on the most effective methods for setting rates. These methods aim to promote the efficient use of airport resources while providing fair and reasonable access to all users.

1.6 Market Based Rate Surveys

A market-based survey was conducted on a peer group of airports, including Stillwater. This study incorporated both competitive and comparative analyses of all applicable rates and charges. Competitive analysis evaluates direct rivals to influence aviation activity, typically focusing on attracting airlines and operations. In contrast, comparative analysis benchmarks performance against peers to enhance operational efficiency. As summarized in Section 3 below, and detailed in Attachment 1, the survey results show that SWO falls below market averages in all categories.

1.7 Marketing the Airport

Airports like SWO, which rely on a single air carrier, often struggle to grow their revenues due to the carrier's market dominance. This lack of competition can suppress both passenger traffic and revenue opportunities. To overcome these challenges, the airport must explore strategies such as diversifying revenue streams, investing in non-aeronautical services, and forming partnerships with other airlines or service providers to enhance revenue generation and operational efficiency.

Continued collaboration with airlines, local businesses, and community leaders is also essential to building support for the airport's growth. Actively courting additional airlines through long-term relationship building and data-driven proposals can help secure new air service. Developing a compelling business case that highlights the airport's strengths, including relevant economic factors and community demand, is crucial, as these elements are key considerations for airlines when making route decisions.

Section 2: Industry Practices

Rate setting represents the financial relationships between airports and their tenants, directed by user agreements and subject to FAA reasonableness review. Major rating agencies (Moody's, S&P and Fitch, include airport financial stability and credit quality as factors in their airport sector methodologies for assessing rate-setting sustainability. Establishing airport rates is governed by 49 USC §47107(a)(16), which requires airports to establish and maintain reasonable rates and charges subject to the FAA Revenue Use Policy (78 FR55330, 2013 consolidated restatement), which restricts airport revenues to aviation-related purposes and requires transparent cost accounting.

Also, unless users agree otherwise, landing fees imposed for the airfield generally may not exceed the airfield capital and operating costs of existing airfield facilities and services. Only limited exceptions may apply at congested airports.

Based on industry experience and supported by the information contained in KSA's proprietary industry database (which is utilized to track, monitor, and analyze aviation fee data and trends), KSA has identified current industry practices for establishing rates and charges for the Airport. A summary of these findings which, in KSA's opinion, are representative of current industry practices for establishing rates and charges and are outlined in this section.

2.1 Landing Fees

Commonality – Historically, landing fees are commonly imposed by commercial service airports for the use of the airfield during landing operations of itinerant aircraft.

Methodology – Costs including operating expenses, annual debt service required, and amortized capital costs are used to evaluate the cost to operate the airfield and determine a "breakeven" rate that is charged per 1,000 pounds.

Collection – Landing fees may be collected directly by the Airport, or the airport Fixed Base Operator (FBO) based on an established weight per landing.

2.2 Terminal Rents

Commonality – Rents for leased spaces in airport terminals are very common and typically calculated on a per square foot basis.

Methodology – To evaluate the operational costs of the terminal, various expenses are considered including operating costs, annual debt service, and amortized capital costs. These factors help us determine the "breakeven" rate, which is then charged per rentable square footage. Typically, airline leased space is categorized into three types: exclusive use space (like Airline Ticketing Office (ATO) and Baggage Service Office (BSO)), preferential use space (such as gates, ticket counters, and holdrooms), and joint use space (including TSA screening and baggage claim areas). Other leasable areas include public areas and concessions space.

Collection – Terminal rents are normally due on the first day of the month and charged to tenants on a per square foot basis.

2.3 Tie–Down Fees

Commonality – Tie-Down fees are usually levied for the use of ramp areas for both based and transient aircraft parking. While charges can apply for daily use, they are most assessed for overnight stays or monthly stays. At smaller airports, the ramp areas are normally included in the Airfield cost center, and the revenues generated help to lower the Landing Fee rate.

Methodology – Typically, tie-down fees are charged in accordance with an established schedule (i.e. aircraft within designated weight and/or size ranges pay the same fee) and a minimum fee may be specified. In the alternative, tie-down fees may be charged on a "cents per 1,000 pounds" approach and a minimum fee may be specified. Smaller airports commonly charge a fixed fee per night and/or month.

Collection – Tie-Down fees may be collected directly by the Airport or through an agreement with a commercial operator (such as the Fixed Base Operator (FBO)) to collect and remit the tie-down fees. The agreement may allow the commercial operator to retain a portion of the fees collected as compensation for services rendered by the commercial operator. The amount retained is often referred to as an administrative fee.

2.4 Land and Building Rents

Commonality – Airports possess extensive land due to zoning restrictions and are strategically located for both aeronautical and nonaeronautical business development. Providing airport-owned assets for lease, such as land and buildings, has traditionally provided airports with a pathway to achieve financial self-sustainability.

Methodology – Rental rates for nonaeronautical tenants are determined based on Fair Market Value, in accordance with FAA requirements. For aeronautical use tenants, rates are assessed by analyzing rental rates for other aeronautical tenants in facilities of similar age and/or condition at the airport, as well as comparing rental rates at similar or competing airports to ensure fairness and reasonableness.

While rental rates are established to ensure consistency, each lease is negotiated based upon its own unique type of business and a premium or a rent credit may be applied to the base rental rate.

Collection – Building and ground rents are normally due on the first day of the month and charged to the lessee on a per square foot basis.

2.5 Vehicle Parking Fees

Commonality – Vehicle parking fees have consistently been a reliable nonaeronautical revenue stream for airports, aiding in their financial self-sustainability. The high demand for parking spaces close to the terminal provides an opportunity to set premium rates.

Methodology – Airports generally set parking rates through strategies such as pricing based on the duration of stay (short term vs long term), offering discounts for advance reservations, and providing premium services at higher rates.

Collection – Collecting parking fees at airports can be achieved through various methods such as cash booths, pay-on-foot stations, mobile apps, and credit/debit card payments.

2.6 Fuel Flowage Fees

Commonality – Fuel Flowage Fees are very common for general aviation activity.

Methodology – When a fuel flowage fee is charged by the Airport, fueling entities (both commercial and non-commercial) are typically required to collect and/or pay a fuel flowage fee for each gallon of fuel sold or dispensed at the airport through a lease agreement. Fuel flowage fees are typically paid on a "cents per gallon" basis and can vary significantly amongst airports. Airports served by air carriers may exempt these entities from fuel flowage fees since air carriers pay landing fees under an Airline Use Agreement. Also, government aircraft may be exempt from fuel flowage fees.

Collection – Fuel Flowage fees are typically collected by the FBO and paid to the airport sponsor on a monthly or annual basis.

2.7 Percentage Gross Receipts

Commonality – Historically, concession contracts have provided airports with a guaranteed annual minimum payment or a specified percentage of the concessionaire's gross revenue, whichever is greater.

Methodology – The amount of the fee and any exceptions or exemptions is typically stipulated in the lease agreement between the airport sponsor and the commercial operator.

Collection – Percentage of gross receipts fees are typically collected directly by the airport on a monthly or annual basis.

2.8 Customer Facility Charges

Commonality – More recently, airport sponsors have implemented customer facility charges (CFCs), which are user fees collected by rental car companies.

Methodology – These charges are generally applied to each rental car transaction to cover operating expenses or finance rental car-related capital projects. The CFC is regulated at the state level.

Collection – Rental car companies collect CFCs and submit them as a pass-through user fee in the following month.

2.9 Aeronautical Permit Fees

Commonality – Historically, aeronautical permit fees have not been charged by airport sponsors. However, these types of fees are becoming more common. When charged, aeronautical permit fees are typically charged on a monthly or annual basis depending on the type of aeronautical activity being conducted.

Methodology – Aeronautical permit fees are typically based on a flat amount that must be paid to obtain a permit to operate a commercial business at the airport. The operating permit typically expires on an annual basis, thus requiring aeronautical permit fees to be paid annually for renewal.

Collection – Aeronautical permit fees are typically collected directly by the airport sponsor on a monthly or annual basis.

2.10 Based Aircraft Fee

Commonality – Historically, based aircraft fees have not been charged by airport sponsors to based aircraft. However, more airports are beginning to consider based aircraft fees to augment landing fees if based aircraft are exempt from the landing fee.

Methodology – When charged, based aircraft fees are commonly charged on a "cents per 1,000 pounds" approach (similar to landing fees". As an alternative, based aircraft fees can be charged in accordance with an established schedule (i.e. aircraft within designated weight and/or size ranges pay the same fee). Smaller airports may charge a fixed fee for each aircraft.

Collection – Based aircraft fees may be collected directly by the airport sponsor, or through agreement with a commercial operator (i.e. FBO) to collect and remit-based aircraft fees. The agreement may allow the commercial operator to retain a portion of the based aircraft fees as compensation for services rendered by the commercial operator. The amount retained is often referred to as an administrative fee.

2.11 Wait List Fee

Commonality – While waitlist fees are not commonly imposed at airports, they present an opportunity to generate revenue at facilities with high demand for hangar space.

Methodology – The Wait List Fee should be set at a level that effectively manages demand for airport facilities, such as hangars.

Collection – The Wait List Fee can be collected either monthly or annually.

2.12 Through–the Fence Fees

Commonality – Historically, the basis and implementation of through-the-fence fees charged by airport sponsors to aeronautical users accessing the airport from adjacent properties has been challenging. However, guided by the FAA and the Airport Cooperative Research Program (ACRP) Report 114 Guidebook for Through-the-Fence Operations, more airport sponsors are now reevaluating how they determine and apply these fees.

Methodology – When charged, through-the-fence fees can be a monthly, annual or a payment per event, with the fee based on an appropriate rental rate if such property was located on the airport.

Collection – Through-the-Fence fees are typically collected directly by the airport sponsor through a through-the-fence access agreement.

2.13 Airport Access Fees

Commonality – Traditionally, airport sponsors have not imposed airport access fees on users. However, an increasing number of airports are now implementing security measures and beginning to charge these fees.

Methodology – Airport access fees are typically imposed in accordance with a predetermined schedule on either a monthly or annual basis. The structure of these fees can vary depending on the type of access and infrastructure involved. For instance, individual access fees may be charged for items such as an airport badge, gate card, keys, or similar instruments. Alternatively, vehicle access fees may be required for items like vehicle permits or other related instruments.

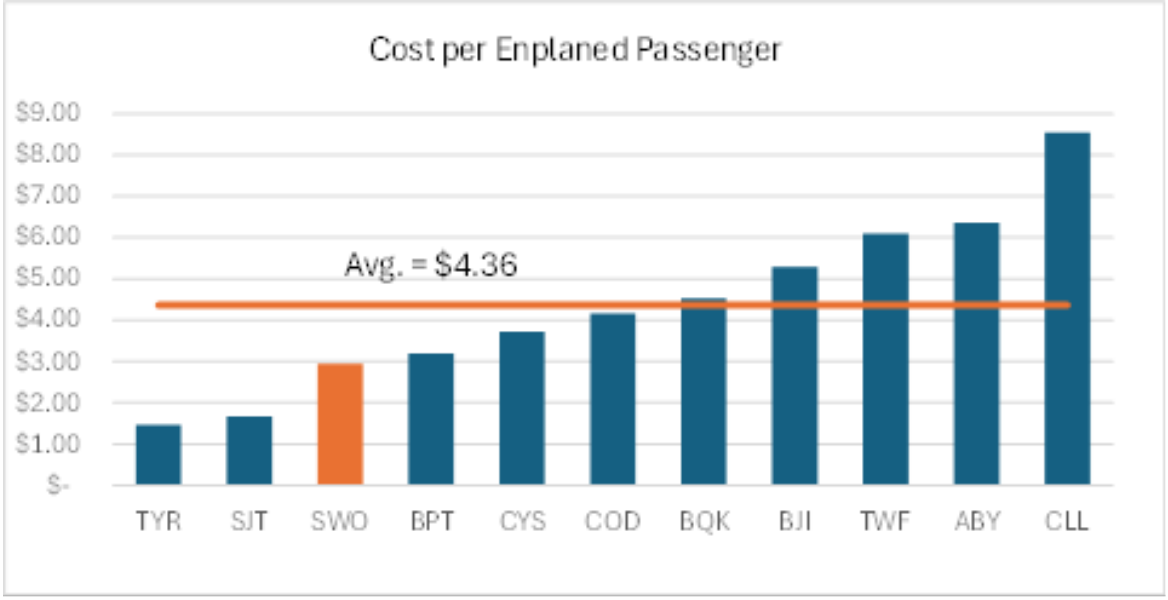
Collection – Airport access fees are generally collected directly by the airport sponsor when a badge, gate card, keys, permit, or other instrument is issued. Furthermore, these fees are typically collected on an annual basis.

Section 3: Findings From Market Analysis

KSA collected and analyzed rates and charges from comparable and competitive airports. The results of these surveys are summarized below, with detailed survey information provided in Attachment 1.

3.1 Cost per Enplaned Passenger

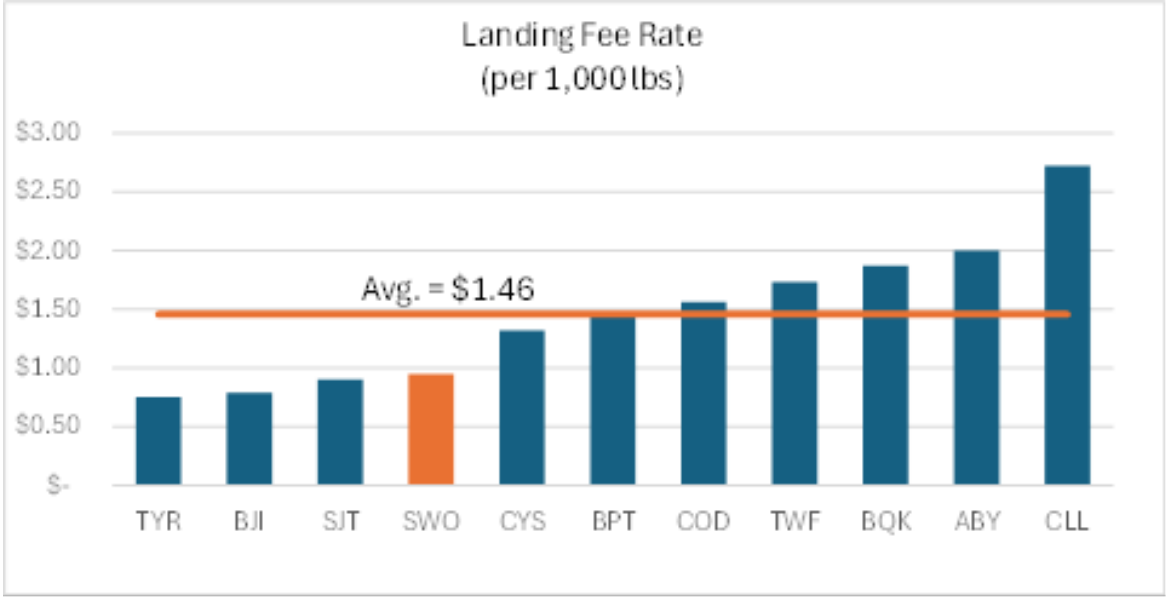
The Cost per Enplaned Passenger (CPE) is a metric used to evaluate the average cost to an airline for each passenger boarding at an airport. It is determined by dividing the total fees and charges assessed to the airline by the number of enplaned passengers during a given period. CPE serves as the primary benchmark airports use to compare themselves to others and to attract airlines to their facilities.



When compared to other competitive airports, the Airport's calculated CPE of $2.95, as presented in Exhibit A-4, fell below the average CPE of $4.36.

3.2 Landing Fee

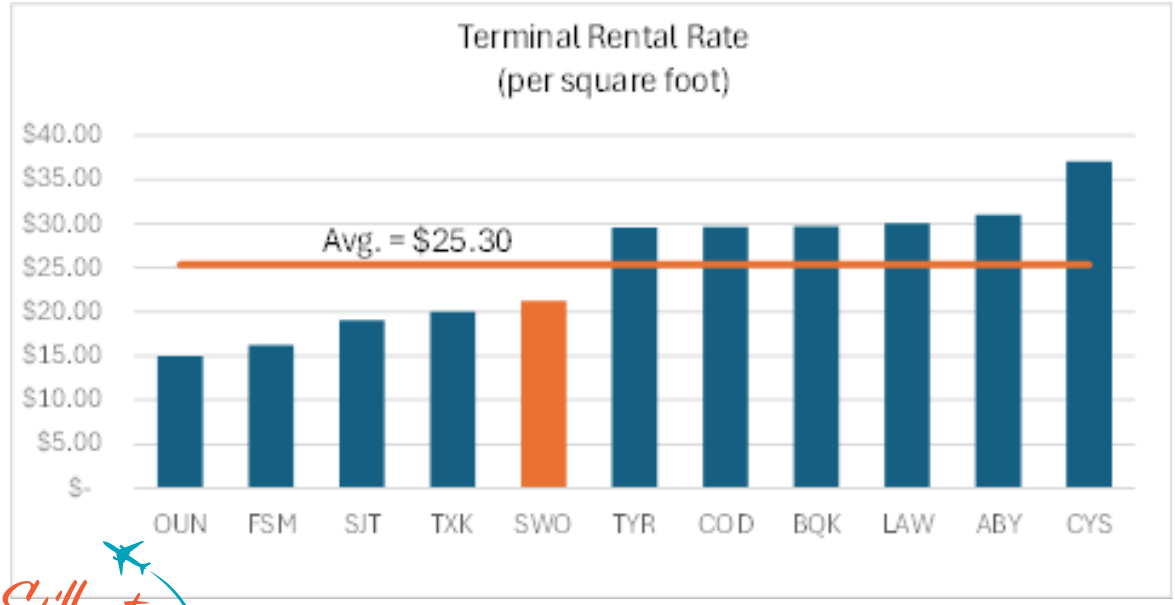
Landing fees are charges airlines pay for using an airfield, designed to cover the costs of airfield operations. These fees often vary considerably, as airports may reduce rates by applying rent offsets to attract more airlines to their facilities.



When compared to other comparative airports, the Airport's current commercial service landing fee rate of $0.95 per 1,000 pounds of landed aircraft weight is below the average rate of $1.46, as half of the ten peer airports charge fees in excess of $1.50.

3.3 Terminal Rental Rates

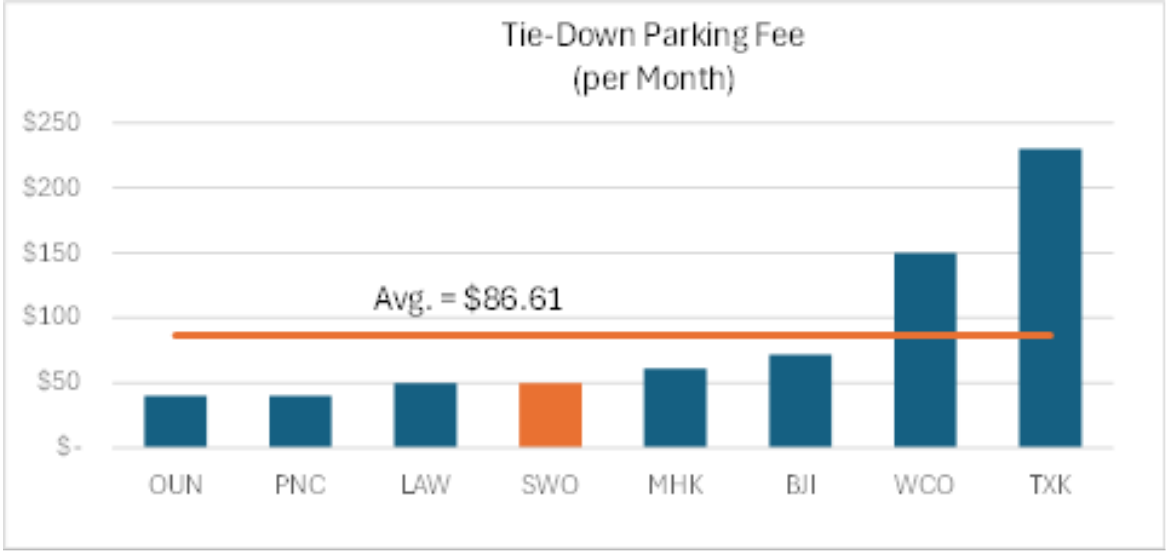
Airports calculate terminal rental rates based on cost recovery principles, meaning they calculate the total cost to operate and maintain the terminal facility and collect that amount from airlines in proportion to their use of the facility. However, they also consider market rates to determine the final rental rates. This dual approach ensures that airlines are charged fairly for their use of the airport facilities, while also allowing for adjustments to reflect market conditions. It was observed that both Lawton (LAW) and Texarkana (TXK) airports apply a terminal fee based on each enplaned passenger, in addition to charging terminal rent calculated per square foot.



When compared to other peer airports, the airports current terminal rental rate in the existing 1952 terminal of $21.25 per square foot of leased space falls far below the average terminal rental rate of $25.30.

3.4 Tie-Down Fees

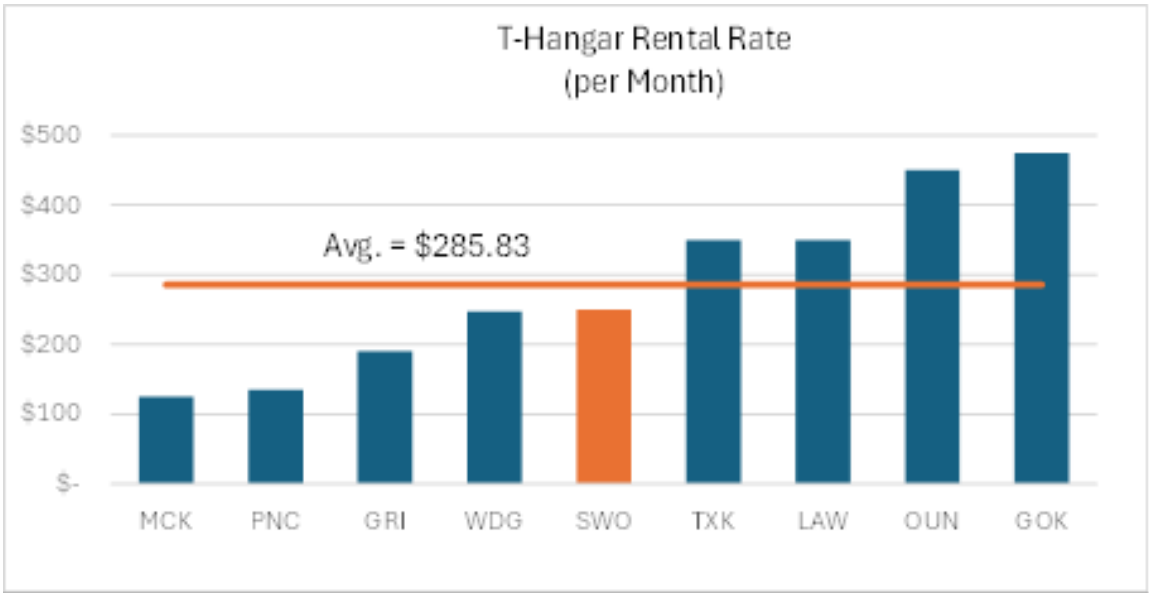
Rental rates for tie-downs are established by the airport based on standards and requirements of airport management. The rates are usually determined considering factors such as airport financial self-sustainability and competitiveness with local benchmark airports.



When compared to other airports, Stillwater's current monthly rate of $50 falls far below the average rate of $86.61.

3.5 T-Hangar Rental Rates

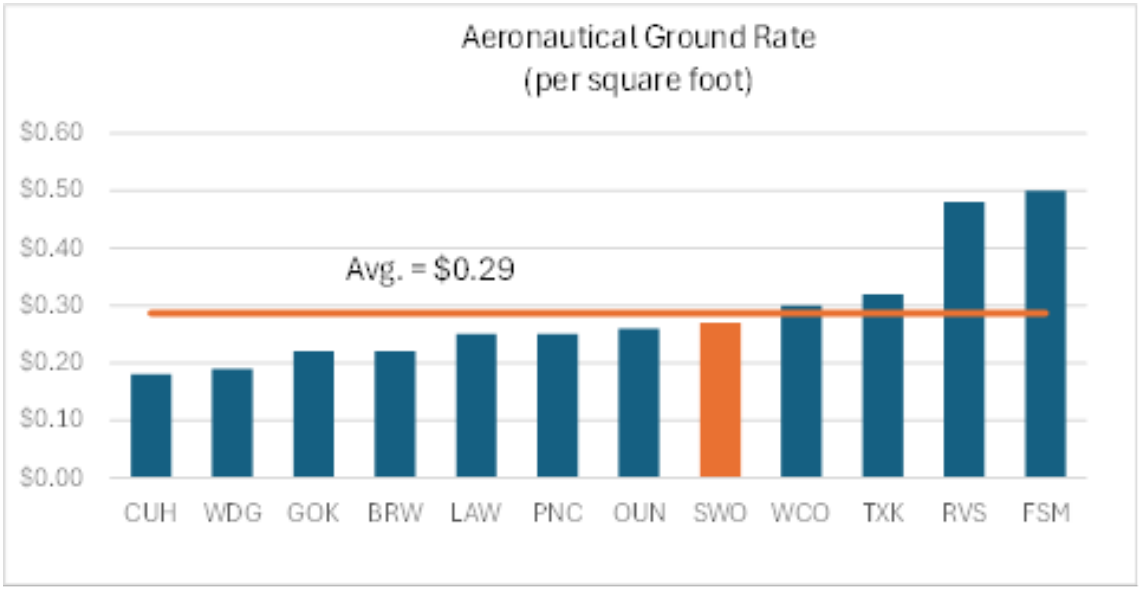
The rental rates for T-Hangars are typically established by the market. Factors such as location, size, type and amenities significantly influence these rates. For instance, urban and densely populated areas often command higher rents due to demand and limited availability. Smaller regional airports usually have lower rents but might lack extensive amenities.



When compared to other airports, Stillwater's current monthly rate of $250 falls below the average rate of $285.83

3.6 Aeronautical Ground Rental Rates

Ground rents for aeronautical use land at airports is determined by rates set by the airports. These rates are typically based on market analysis and used to determine a base rental rate that is considered in lease negotiations and rate setting for unimproved aeronautical land.



When compared to other airports, Stillwater's current ground rental rate of $0.27 per square foot falls slightly below the average rate of $0.29 per square foot.

Section 4: Recommendations

4.1 Cost Center Approach

In accordance with the Scope of Work, KSA has thoroughly evaluated the costs incurred by the Airport related to its planning, development, operation (including maintenance and repair), management, and marketing. These costs, which are not covered by federal or state Airport Improvement Programs (AIP), have been identified and quantified to the greatest extent possible. The calculated rate to recover such costs is detailed in Exhibit A and summarized below.

Although it is currently not feasible to set rates and charges that fully recover the calculated costs associated with the Airport's assets, KSA has provided recommendations (based on a cost recovery target) that are aimed at bridging this gap as outlined in the study.

4.2 Fees Recommended

Landing Fee

KSA believes the Airport should continue to impose a landing fee, which is the most equitable and effective method for recovering the costs associated with the Airfield cost center. Using a cost-recovery approach to establishing this fee aligns with best industry practices. KSA recommends setting the minimum Maximum Gross Landing Weight (MGLW) at 5,000 pounds, and applying the fee to all aircraft operators, both based and transient (excluding military aircraft), including those operations handled by the Fixed Base Operator.

The calculated landing fee rate required to fully recover the estimated operating costs for the airfield in FY 2027 is $29.52, as shown in Exhibit A-5. Based on a market survey, a more reasonable rate of $1.50 should apply for signatory airlines, with a recommended 25 percent premium imposed on non-signatory air carriers. The landing fee rate should be evaluated every year and adjusted based on the annual budget, with a minimum rate increase of three percent.

Also, KSA recommends that the landing fee be calculated based on a "cents per 1,000 pounds" of MGLW, unless an alternative weight classification is agreed upon in writing by the Airport.

The Airport has the option to collect landing fees directly from aircraft operators. However, many smaller airports, including SWO, often choose to involve the FBO in this process, allowing the FBO to retain a percentage of the collected fees. KSA recommends that, if SWO adopts this approach, the retained fee should be capped at 10%. FBOs can leverage available technology to accurately record aircraft flight and weight information.

Terminal Rent

As reflected in Exhibit A-6, a calculated rental rate of $213.07 per square foot is determined based on the estimated FY 2027 operating costs and amortized net capital costs of building the new terminal divided by the leasable square footage of the new terminal of 7,014 square feet. However, as noted in Section 3, the average rental rate at peer airports on a per square foot basis is only $25.30. While there is a notable difference between the calculated SWO terminal costs allocation and the average rental rate at peer airports, this is a common finding among small commercial service airports. The ability to completely recover terminal costs through rates and charges is offset by what the market rate will bear for most all types of airports. Finding the most appropriate airport rate for SWO requires understanding the market rate that will best support continuing airline service but also, support airport sustainability and be competitive with other airports. The market rate is often subsidized by other non-aeronautical revenues, depending upon the availability of such revenues.

For FY 2027, KSA recommends a rental rate of $25.00 which should be evaluated every year and adjusted based on the annual budget, with a minimum rate increase of three percent. It is recommended that this rate should be applied uniformly to all leased spaces within the terminal. An exception could be made for calculating Concessionaire rents which would involve using either the terminal rental rate per square foot or a percentage of gross receipts, depending on which is higher.

Moreover, to recover costs associated with non-rentable spaces utilized by air carrier passengers—such as holdrooms, baggage claim areas, TSA screening, restrooms, and other public areas—a Per Enplaned Passenger Fee of $0.75 is recommended.

Tie-Down Fees

The airport currently charges $10 per night and $50 per month for aircraft parking on apron tie-downs, which is significantly below the average 2025 monthly rate of $86.61 for competitive airports.

KSA recommends raising the overnight rate to $15 and the monthly rate to $150, offering a discount of more than 65 percent compared to paying the overnight rate for the entire month.

To address rising operating and maintenance costs for the apron, a minimum annual rent increase of 3% should be considered. As noted herein the resulting revenues will help reduce the overall cost of the airfield.

While this increase is above the noted average, tie-down rates are typically artificially depressed due to the lack of airports keeping up with cost and market increases for these fees. Historically, airports have not made annual increases in these type of user fees so costs have far exceeded the revenues collected for these services.

KSA recommends an increase that will bridge some of the gap in market value and allow for annual increases to maintain a fee that better tracks annual increases in costs of operations.

T-Hangar Rents

The current T-Hangar rent is $250 and has not been updated during the historical review period. Compared to peer airports, this rate is below the 2025 average of $285.83. Based on a market survey of competitive airports, KSA recommends increasing the monthly rent for T-Hangar 1 to $300 for FY 2027. Since T-Hangar 2 is larger than T-Hangar 1, it is appropriate to set its rent at $325 to reflect the greater square footage.

Exhibit A-9 outlines the actual calculated monthly rates for T-Hangars, which are $440.86 for Hangar 1 and $536.01 for Hangar 2. To help bridge the difference between the proposed rates and the calculated monthly rates, KSA suggests implementing a bi-annual increase of $25.00 per month.

The logic for a larger increase in T-Hangar rents is the same as noted for Tie-Down Fees above.

Building and Ground Rents

KSA acknowledges the airport's numerous building and ground leases, which have annual rental rate increases as per contract terms. As contracts expire and new leases are established, it is recommended to set a competitive ground rent of $0.27 per square foot in FY 2027, aligning with the recent OSU Flight Center agreement. Additionally, the FAA requires that nonaeronautical use leases be set at Fair Market Value (FMV), which is currently appraised for improved land at $0.39 per square foot be set at $0.29 based on a reasonable FMV rate for green space.

Also, the Federal Aviation Administration (FAA) mandates that airports benefit from city land use according to the revenue diversion provisions in the Airport and Airway Improvement Act of 1982. This legislation restricts the use of airport revenues, allowing them to be used only for the capital and operational costs of the airport and the local airport systems, unless the expenses are directly related to the air transportation of passengers or property. Violating these restrictions can result in sanctions, civil penalties, and the loss of grant funding. To ensure compliance and promote transparency, KSA recommends that the Airport enters into agreement(s) with the City for Airport faciliites used for City operations, such as the Emergency Management storage, the salvage site, the ballfields, and Sanborn Lake Park. Such agreements will support consistency and clarity in the use of airport facilities.

Finally, to help manage increasing operating costs and expected capital expenditures, KSA recommends implementing a leasing policy that sets a minimum annual rent increase of at least 3%. Additionally, a mandatory competitive rate review should be conducted every five years to ensure rates remain fair and up-to-date.

Vehicle Parking

As presented in Exhibit A-7, KSA advises establishing a system to manage and collect parking fees at the airport. This approach not only helps offset airport costs but also aids in managing demand for prime parking locations. An initial fee of $5.00 per day, per parking spot in future Lot 1 and Lot 2 is proposed to begin on July 1, 2026. However, this fee should be evaluated annually to ensure it does not negatively impact demand.

Percentage of Gross Receipts Fees

In harmony with building (i.e. terminal) rent, KSA recommends the Airport continue to charge a percentage of gross receipts for on-airport concession operations. This fee, typically negotiated with the concessionaire, allows the Airport to benefit from the success of these operations without additional risk. As revenues increase, so do the payments to the Airport, enabling the Airport to share in the upside. Conversely, if revenues decrease, the payments to the Airport will also decrease.

While this fee structure can be seen as punitive to successful businesses, potentially resulting in significantly different fees for similarly situated aeronautical operators, it can be equated by charging the greater of either the (1) space rent or (2) percentage of gross receipts. To ensure accuracy, annual percentage rents paid should be compared to a required annual audit of the gross receipts, verifying that the reported gross receipts reflect the audited figures.

Customer Facility Charge

KSA proposes implementing a Customer Facility Charge (CFC) at the Airport for rental car customers to recoup the capital and operational expenses related to the rental car facilities. Typically, these charges are enforced through local municipal acts or contractual agreements and are primarily regulated at the state level with minimal federal oversight. As presented in Exhibit A-8, a CFC of $3.00 per rental car transaction day is recommended.

Fuel Flowage Fee

KSA advises the Airport to continue imposing a fuel flowage fee (i.e., aviation fuel delivery fee) and review existing agreements to ensure these payments are made as required. Typically, airport operators, aviation businesses, and aircraft operators view fuel flowage fees as a reasonable method for recouping costs related to the Airfield cost center. Unlike

other fees, fuel flowage fees are usually collected and remitted (or directly paid) by the fueling entities (both commercial and noncommercial) to the airport sponsor based on a negotiated rate.

The major drawback of charging fuel flowage fees is that these fees are only paid by aircraft operators who purchase or dispense fuel at the airport. Consequently, operators who use the airport without buying or dispensing fuel do not contribute to covering airport costs through these fees.

Additionally, fuel flowage fees are often paid on an honor system. Frequently, fueling entities report fuel volumes without being audited, and there is no requirement to verify or reconcile the amount of fuel sold or dispensed with the amount delivered. If the Airport continues to charge a fuel flowage fee, KSA recommends that fueling entities be required to pay this fee for all gallons delivered to the fuel storage facility, as reported by the fuel supplier, rather than based on gallons sold or dispensed.

KSA also suggests that the Airport mandate fueling entities report all fuel purchased (by type), delivered to the fuel storage facility (by type), and sold or dispensed at the Airport (by type and category). This method allows the Airport to reconcile the gallons delivered with the gallons dispensed.

In case of a discrepancy between the amount of fuel delivered to the storage facility and the amount sold or dispensed at the Airport, the higher amount should be used. Fueling entities must promptly pay any additional fees owed to the Airport, along with annual interest on the unpaid balance at the maximum rate allowable by law from the original due date.

The Airport's current fuel flowage fee of $0.20 per gallon remains competitive within the market. However, depending on the ability to address rising operating expenses, KSA recommends increasing the fee by 3% annually.

Administrative Fee on Fuel Purchases

When an airport purchases fuel for its fueling system, KSA recommends including an administrative fee of 3 percent in addition to the base fuel cost. This fee helps recover operational, safety, and compliance costs associated with handling, storing, and dispensing aviation fuel.

The administrative fee (in addition to a fuel flowage fee imposed on each gallon sold) is advised as follows:

- Ensure regulatory compliance: FAA Advisory Circular 150/5230-4C and other guidance require airports to maintain safe fuel storage, handling, and dispensing systems, including proper training for personnel and regular inspections Federal Aviation Administration.

- Offset rising operational costs: Fueling operations involve infrastructure (fuel farms, dispensing racks, USTs), safety equipment, and ongoing maintenance.
- Provide adequate training and certification: Personnel must be trained in safe fuel handling, fire safety, and spill response, often through FAA-approved programs Federal Aviation Administration.
- Offset rising insurance and liability: Costs incurred for fuel-related insurance, spill prevention, and response capabilities.
- Support administrative overhead: Accounting, record-keeping, and coordination with fuel suppliers or concessionaires.

Aeronautical Permit Fee

KSA suggests the Airport introduce an aeronautical permit fee, determined by the type of aeronautical activity conducted, whether commercial or non-commercial. Commercial aeronautical permit fees would apply to Fixed Base Operators (FBOs), Specialized Aviation Service Operators (SASOs), and operators engaged in temporary or special commercial activities at the Airport as detailed in Exhibit A10.

Lease Development Fee

For new construction projects, KSA recommends implementing a Lease Development Fee. This fee is designed to support tenants' construction activities and reimburse the Airport for various services, including planning, engineering, and completeness reviews.

Based Aircraft Fee

KSA suggests that the Airport introduce a fee for based aircraft operators who are not currently charged a landing fee. This measure aims to recover the operational costs associated with the use of the Airfield facilities. The collected fees will support the maintenance of crucial infrastructure, including runways, taxiways, and essential services such as traffic control and emergency services.

Hangar Wait-list Fee

KSA suggests implementing an annual fee for inclusion on the Airport hangar waitlist. This fee will help to provide an accurate reflection of the actual demand for airport facilities.

Adjustment to Fees

KSA suggests that the provided fees be reviewed annually, considering the prior year's financial statements and the upcoming year's budget for the Airport. Any deficits from the previous year should prompt a reevaluation of the fees, while any surplus should be allocated for the Airport's future growth. Additionally, rental rates should, at a minimum, increase in line with the Consumer Price Index (CPI) for the preceding 12-month period.

Section 5: Rates And Charges

5.1 Financial Analysis

KSA has recast the financial statements for the Airport to identify the disparity between the Airport's revenues and the costs borne by the City over the past three fiscal years and the FY 2026 Budget. Exhibit A, containing the financial recast, includes the following details:

EXHIBIT A-1: Capital Project Costs

This table outlines the historical capital improvement projects carried out by the Airport, including total project costs, offsets by source, and elements used for amortizing net costs based on the asset's lifespan. These amortized costs are employed in the calculations for each business unit, such as the Airfield, Terminal, or other cost centers.

EXHIBIT A-2: Operating Expenses

This table details all costs associated with the Airport's daily operations, including maintenance, repairs, management, and marketing.

EXHIBIT A-3: Incremental Expenses

This table highlights the anticipated incremental expenses related to the new airport Terminal.

EXHIBIT A-4: Operating Revenues

This section details all revenue sources generated by the Airport. A reference to the table which calculates the revenue is included.

EXHIBITS A5 TO A10: Fee Calculations

Please refer to the following section herein for further details.

EXHIBIT A-11: Financial Summary

This table provides an overarching summary of the financials. As presented, the overall Airport deficit for FY 2027 amounts to $1,088,289 compared to the budget deficit of $5,645,032 for FY 2026. However, for FY 2025 and FY 2026 a considerable change in operating position reflects the impact of new terminal construction.

5.2 Establishment of Fees

As previously mentioned, regardless of the types of rates and charges ultimately imposed by the Airport, KSA recommends identifying and quantifying all costs related to the planning, development, operation (including maintenance and repair), management, and marketing of the Airport that are not covered by federal or state funding. This approach aligns with best practices.

Table 2 outlines the calculated rates based on associated costs, which have been offset by appropriate revenues to determine a calculated rate for each business unit of the Airport. The costs are allocated to respective cost centers (and calculated fee) including the Airfield (Landing Fee), Terminal (Terminal Rent), Vehicle Parking (Parking Fee), and Landside cost centers.

Table 2
FY 2027 Calculated Rates (Cost Recovery)

Cost Center	Total Cost	Net Cost	Divisor	Calculated Rate
Airfield (Landing Fee)	$5,007,910	$1,683,968	57,045 (LW)	$29.52
Terminal (Rent)	$1,529,464	$1,494,464	7,014 (SF)	$172.47
Parking (Parking Fee)	$38,109	$38,109	34,062 (Trans)	$1.10
Landside (Hangar 1 & 2)	$210,501	$210,501	26,220 (SF)	$8.03/sf

Note: Net costs exclude Discretionary Credit which is applied to generate the proposed rate. Also, Landside pro-rated based on SF and calculated per unit on a monthly basis

Exhibits A-5 through A-10, included herein, illustrates the challenges the Airport faces in bridging gaps across most cost centers and subsidies that must be provided to achieve marketable rates.

5.3 FY 2027 Fee Calculation Analysis

Using a cost recovery approach and considering the findings from comparable and competitive airports, KSA determined the following rates for each fee selected by Airport management. Table 3 below details forecast revenues based on the FY 2027 proposed rates and charges.

Table 3
FY 2027 Calculated and Proposed Rates

Fee Type	Current Rate	Calculated Rate	Proposed Rate	Assumptions
Landing Fee (Signatory)	$0.95	$29.52	$1.50	Add 25% premium on nonsignatory
Terminal (Rent)	$21.25	$213.07	$25.00	Annual 3% increase
Enplaned Passenger Fee	-	$15.89	$0.75	Step-up $0.05/annual
Vehicle Parking Fee	-	$1.10	$5.00	Annual 3% increase
Customer Facility Charge (CFC)	-	-	$3.00/trans day	Inc. 20% enplanements
T-Hangar 1	$250/mo	$441/mo	$300/mo	Annual 3% increase
T-Hangar 2	$250/mo	$536/mo	$325/mo	Annual 3% increase
Aircraft Parking	$10/day	NA	$15/day	Annual 3% increase
Aircraft Parking	$50/mo	$30-$100	$150/mo	Annual 3% increase
Ground Rent (aeronautical)	$0.24/psf	$0.15-$0.48	$0.30/psf	Annual CPI/nearest $.01
Ground Rent (non-aeronautical)	$0.13/psf	FMV	$0.29/psf	Annual CPI/nearest $.01 (5-Year FMV update)
Fuel Flowage Fee	$0.200/gal	NA	$0.206/gal	Annual 3% increase

5.4 Projected Fee Revenue

Table 4 summarizes the revenue projected based on the findings of Table 3 for each of the fees selected by Airport management, identifies the Airport's revenue potential (predicated on the underlying assumptions), and a cost recovery evaluation.

It is important to note that while the rates and charges are cost recovery based, the fees have been established within the bounds of the market to minimize an overly negative iimpact on airport activity and overall demand.

Table 4
FY 2027 Forecast Revenues for FY 2027

Fee Type	Unit	Fee	Revenue
Landing Fee	**Est. MGLW**	**Fee/000 lbs**	**Annual**
Signatory	47,500 /000 lbs.	$1.50	$71,250
Non-Signatory	9,500 /000 lbs.	$1.88	17,897
Total Revenue			**$89,147**

Terminal Rent	SF	Fee/psf	Annual
Commercial Airlines	2,081	$25.00	$52,025
Charter Airlines	1,441	$25.00	36,025
GSA	1,049	$25.00	26,225
Concessions	1,174	$25.00	29,350
Total Revenue			**$143,625**
Passenger Fee	**Est. Enp Pax**	**Fee/per EPAX**	**Annual**
Commercial Airlines	36,779	$0.75	$27,584
Charter Airlines	2,702	$0.75	2,027
Total Revenue			**$29,611**
Vehicle Parking Fee	**Est. Transactions**	**Fee/per Trans**	**Annual**
Lot 1	13,505	$5.00	$67,525
Lot 2	21,097	$5.00	105,485
Total Revenue			**$173,010**
Customer Facility Chg	**Est. Trans. Days**	**Fee/Trans days**	**Annual**
Customer Facility Fee	42,561	$3.00	$127,683
T-Hangars	**Units**	**Fee/mo**	**Annual**
T-Hangar 1	9	$300	$32,400
T-Hangar 2	10	$325	39,000
Total Revenue			**$ 71,400**
Annual Fees		**Fee**	**Annual**
Annual Permit Fees		Various	$7,000
Based Aircraft Fee		$100/yr	2,100
Wait List Fee		$100/yr	8,700
Total Revenue			**$ 17,800**

The projected fee revenues for FY 2027 are predicated on the below implementation:

- A Landing Fee for aircraft over 5,000 pounds MGLW (excluding military aircraft) with a $1.50 Signatory Landing Fee is proposed on all commercial flights with a 25% premium added to the landing fee for non-commercial (charter) flights. (Refer to Exhibit A-5)
- Terminal tenants will pay a proposed rental rate of $25.00 per square foot for their Terminal leased space. Concessionaire contracts being negotiated to pay the greater of a percentage of gross receipts or the calculated terminal rent on leased space. (Refer to Exhibit A-6)
- An airline fee of $0.75 per enplaned passenger is proposed to recover common area space including the holdrooms, TSA screening, baggage claim and other passenger use areas. (Refer to Exhibit A-6)

- An initial Vehicle Parking Fee of $5.00 is recommended for parking lots 1 and 2, which are in close proximity to the terminal. It is anticipated that Lot 1 will remain full, while Lot 2 will have an average occupancy of 85%. (Refer to Exhibit A-7)
- A new Customer Facility Charge of $3.00 per transaction day is recommended to cover costs associated with rental car operations, including space buildout and ongoing utilities. Analysis estimates that 1% of passengers will rent cars for an average of 2 transaction days per week. (Refer to Exhibit A-8)
- An increase in hangar rents is proposed of $300.00 per month for Hangar 1 and $325.00 per month for Hangar 2.
- A new administrative fee of 3 percent charged on fueling purchases as well as a 3% increase to annual fuel flowage fees imposed on a per gallon basis for all fuel sold.
- Annual Aeronautical Permit Fees are proposed as reflected in Exhibit A-10.
- Building and ground rental rates are detailed in Exhibit B.

Exhibits

Exhibit A: Cost Recovery Analysis

Exhibit B: FY 2027 Proposed Airport Rate Schedule

Attachment 1: Market Rate Analysis

Attachment 2: Evaluation of Airport Rates and Charges

Exhibit A–1
Rates And Charges Study Captial Project Costs

EXHIBIT A-1
RATES AND CHARGES STUDY
CAPITAL PROJECT COSTS

COST CENTER	PROJECT	TOTAL CAPITAL EXPENSES	TOTAL OFFSETS	NET CAPITAL COSTS	Project Closed	LIFE (Yrs)	INT	Start Amortization	Stop Amortization	AMORTIZED COST
Vehicles & Equipment (54001)		28,104	-	28,104						3,375.53
AIRFLD	Push Up Stair System	26,687	-	26,687	2023	10	3.478%	2024	2035	3,205.32
AIRFLD	Dump Truck	1,417	-	1,417	2023	10	3.478%	2024	2035	170.21
Other Equipment (54008)		1,775,645	1,402,110	373,535						46,981.53
OLD TERM	Ticket Counters	32,668	-	32,668	2017	5	2.773%	2018	2024	7,087.04
OLD TERM	Terminal Seating	29,798	-	29,798	2017	5	2.773%	2018	2024	6,464.42
ADMIN	Independent Fee Analysis	6,532	-	6,532	2017	5	2.773%	2018	2024	1,417.06
AIRFLD	Airport Signage	1,380	-	1,380	2017	10	2.773%	2018	2029	159.91
OLD TERM	Baggage Handling Equipment	11,708	-	11,708	2017	7	2.773%	2018	2026	1,863.20
OLD TERM	Surveillance Cameras	2,977	-	2,977	2017	5	2.773%	2018	2024	645.80
OLD TERM	TSA Office	18,123	-	18,123	2018	6	2.930%	2019	2026	3,337.61
AIRFLD	ARFF Truck Equipment	2,745	-	2,745	2019	5	2.310%	2020	2026	587.68
AIRFLD	ARFF Truck Replacement	788,514	768,115	20,399	2022	15	3.079%	2023	2039	1,718.52
OLD TERM	Back-up Power Generator	6,055	-	6,055	2023	5	3.478%	2024	2030	1,340.13
ADMIN	Security/IT Upgrades	108,772	-	108,772	2023	10	3.478%	2024	2035	13,064.37
AIRFLD	Snow Removal Equipment	704,124	633,995	70,129	2023	20	3.478%	2024	2045	4,924.53
NEW TERM	Passenger Loading Ramp	62,250	-	62,250	2024	20	3.478%	2027	2048	4,371.26
Construction Contracts (54009)		75,808,429	66,594,736	9,213,693						598,564.85
ADMIN	Fiber Network-Admin Bldg	12,217	-	12,217	2020	10	1.649%	2021	2032	1,335.24
AIRFLD	RWY 4-22 Rehabilitation	3,046,384	2,741,745	304,639	2021	20	1.539%	2022	2043	17,812.19
AIRFLD	RWY 4-22 Lighting Upgrades	460,531	414,478	46,053	2021	10	1.539%	2022	2033	5,004.03
AIRFLD	TWY 4/22 Crack Seal/Coat	180,403	-	180,403	2021	5	1.539%	2022	2028	37,763.39
AIRFLD	Parallel Taxiway	5,664,636	4,953,267	711,369	2021	20	1.539%	2022	2043	41,593.68
AIRFLD	Reconstruct Apron Ph. II	6,291,474	5,973,104	318,370	2021	20	1.539%	2022	2043	18,615.08
AIRFLD	Reconstruct Apron Ph. I	5,814,291	5,491,692	322,599	2022	20	3.079%	2023	2044	21,842.42
AIRFLD	Runway Markings	113,571	-	113,571	2023	5	3.478%	2024	2030	25,138.19
AIRFLD	Install Miscellaneous NAVAIDS	344,147	310,035	34,112	2023	15	3.478%	2024	2040	2,957.12
AIRFLD	Reconstruct Apron Ph. III	5,386,781	5,117,442	269,339	2023	20	3.478%	2024	2045	18,913.28
LAND	Hangar 10 Improvements	35,190	-	35,190	2025	10	4.473%	2026	2037	4,441.32
AIRFLD	Taxiway Markings	117,814	-	117,814	2026	5	4.164%	2027	2033	26,586.26
AIRFLD	Traffic Pattern Indicator	90,685	90,685	-	2026	10	4.164%	2027	2038	-
AIRFLD	Part 139 Software	39,160	-	39,160	2026	10	4.164%	2027	2038	4,867.57
AIRFLD	Rehabilitate TH-2 Apron	201,272	-	201,272	2026	7	4.164%	2027	2035	33,737.31
NEW TERM	New Terminal Construction	28,476,539	22,367,216	6,109,323	2026	40	4.164%	2027	2068	316,237.63
AIRFLD	Rehabilitate RWY 17/35 & TWY A/E Pavement	984,245	935,982	48,263	2027	20	4.164%	2028	2049	3,603.04
AIRFLD	Air Traffic Control Tower (ATCT)-Construction	15,049,090	15,049,090	-	2029	40	4.164%	2030	2071	-
AIRFLD	Colocated ARFF/SRE Facility-Phase 1	3,500,000	3,150,000	350,000	2031	40	4.164%	2032	2073	18,117.09
Other Contracts (54010)		552,662	-	552,662						36,372.34
AIRFLD	Wildlife Fencing	49,822	-	49,822	2017	20	2.773%	2018	2039	3,278.91

Exhibit A: Rates And Charges Study

COST CENTER	PROJECT	TOTAL CAPITAL EXPENSES	TOTAL OFFSETS	NET CAPITAL COSTS	Project Closed	LIFE (Yrs)	INT	Start Amortization	Stop Amortization	AMORTIZED COST
AIRFLD	Taxiway Stubs	502,841	-	502,841	2017	20	2.773%	2018	2039	33,093.43
Building & Structures (54012)										
OLD TERM	Terminal Remodel	101,412	-	101,412	2017	25	2.773%	2018	2044	5,677.54
OLD TERM	TSA Remodel	37,722	-	37,722	2018	25	2.930%	2019	2045	2,149.43
ADMIN	Admin Office Remodel	20,652	-	20,652	2020	25	1.649%	2021	2047	1,014.72
OLD TERM	Terminal Roof Replacement	7,500	-	7,500	2020	30	1.649%	2021	2052	318.93
OLD TERM	Terminal External Dry Vit Repair	10,000	-	10,000	2021	10	1.539%	2022	2033	1,086.58
OLD TERM	Terminal Curbside	5,000	-	5,000	2021	5	1.539%	2022	2028	1,046.64
LAND	T-Hangar Upgrades	31	-	31	2022	1	3.079%	2023	2025	31.90
OLD TERM	Terminal HVAC Replacement	2,000	-	2,000	2023	5	3.478%	2024	2030	442.69
OLD TERM	Baggage Screening Expansion	55,235	-	55,235	2023	3	3.478%	2024	2028	19,707.10
ADMIN	Upgrade Operations Center	33,980	-	33,980	2023	20	3.478%	2024	2045	2,386.11
AIRFLD	Equipment Building	27,583	-	27,583	2023	20	3.478%	2024	2045	1,936.87
LAND	Roof Replacement Hangar 2	102,000	-	102,000	2023	20	3.478%	2024	2045	7,162.55
LAND	Group Hangar #2 Roof Repairs/Rehabilitation	128,151	-	128,151	2023	20	3.478%	2024	2045	8,998.93
Concrete & Asphalt (54015)		66,150	-	66,150						4,478.84
AIRFLD	Taxiway Repair	66,150	-	66,150	2022	20	3.079%	2023	2044	4,478.84
Construction Professional Services (54020)		6,519,650	5,642,410	877,240						56,061.53
NEW TERM	New Terminal Design	2,960,293	2,383,153	577,140	2026	20	3.478%	2027	2048	40,527.41
AIRFLD	Master Plan Update	604,257	604,257	0	2025	20	4.473%	2026	2047	0.01
AIRFLD	Air Traffic Control Tower (ATCT)-Design	1,855,100	1,665,000	190,100	2028	40	4.164%	2029	2070	9,840.17
AIRFLD	Colocated ARFF/SRE Facility-Design	1,100,000	990,000	110,000	2030	40	4.164%	2031	2072	5,693.94
Site Improvements (54027)										
LAND	Fuel Farm Upgrades	299,579	275,000	24,579	2023	20	3.478%	2024	2045	1,725.97
	TOTAL	**$ 85,581,485**	**$ 73,914,256**	**$ 11,667,229**						**$ 799,521**

COST CENTER SUMMARY					
AIRFLD	Airfield	53,015,102	48,888,887	4,126,215	345,639
OLD TERM	Terminal	320,197	-	320,197	51,167
NEW TERM	Terminal	31,499,082	24,750,369	6,748,713	361,136
PARK	Parking	-	-	-	-
LAND	Landside	564,951	275,000	289,951	22,361
ADMIN	Administrative	182,153	-	182,153	19,218
		85,581,485	73,914,256	11,667,229	799,521

SOURCES: City of Stillwater
PREPARED BY: KSA

Exhibit A–2
Rates And Charges Study Operating Expenses

EXHIBIT A-2
RATES AND CHARGES STUDY
OPERATING EXPENSES
Fiscal Year Ending June 30

	ACTUAL			BUDGET	PROJECTED					CAGR	CAGR
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2023-2026	2027-2031
Operating Expenses											
Salaries	854,820	936,685	1,151,406	1,267,360	1,267,360	1,311,718	1,357,628	1,405,145	1,454,325	14.0%	3.5%
Benefits[1]	371,765	442,316	554,469	605,486	605,486	626,678	648,612	671,313	694,809	17.7%	3.5%
Subtotal Salaries & Benefits	1,226,585	1,379,001	1,705,875	1,872,846	1,872,846	1,938,396	2,006,239	2,076,458	2,149,134	17.9%	3.5%
Fuel Purchase (for Resale)	2,592,634	2,328,968	2,129,691	3,008,000	3,008,000	3,068,160	3,129,523	3,192,114	3,255,956	5.1%	2.0%
Professional Contracts	112,354	72,920	112,373	246,608	246,608	251,540	256,571	261,702	266,936	30.0%	2.0%
Materials & Supplies	73,831	53,940	80,250	85,450	85,450	87,159	88,902	90,680	92,494	5.0%	2.0%
Maintenance & Repair	120,943	60,932	55,244	206,938	206,938	211,077	215,298	219,604	223,996	19.6%	2.0%
Insurance	46,960	47,292	46,166	56,486	56,486	58,463	60,509	62,627	64,819	6.4%	3.5%
Janitorial Services	43,134	42,014	41,100	41,100	41,100	41,922	42,760	43,616	44,488	-1.6%	2.0%
Utilities	25,621	24,388	19,576	21,748	21,748	22,226	22,715	23,215	23,726	-5.3%	2.2%
Promotional	4,554	6,383	19,929	16,500	16,500	16,847	17,200	17,561	17,930	53.6%	2.1%
Other Operating Expenses	31,400	40,177	55,211	129,086	129,086	131,668	134,301	136,987	139,727	60.2%	2.0%
Furniture, Fixtures & Equipment	5,649	16,527	40,194	16,345	16,345	16,721	17,106	17,499	17,901	42.5%	2.3%
Vehicles & Equipment	49,868	73,295	37,484	39,300	39,300	41,265	43,328	45,495	47,769	-7.6%	5.0%
Allocated Costs	43,640	43,596	227,846	227,846	227,846	235,821	244,074	252,617	261,459	73.5%	3.5%
TOTAL OPERATING EXPENSES	**$ 4,377,172**	**$ 4,189,433**	**$ 4,570,938**	**$ 5,968,253**	**$ 5,968,253**	**$ 6,121,264**	**$ 6,278,529**	**$ 6,440,175**	**$ 6,606,336**	10.9%	2.6%
Annual Growth Rate		-4.3%	9.1%	30.6%	0.0%	2.6%	2.6%	2.6%	2.6%		
OPERATING EXPENSES BY COST CENTER											
Airfield	3,613,918	3,374,907	3,553,578	4,700,113	4,700,113	4,813,419	4,929,681	5,048,981	5,171,406	9.2%	2.4%
Terminal	636,328	673,095	845,135	1,038,328	1,038,328	1,070,945	1,104,632	1,139,424	1,175,360	17.7%	3.1%
Parking	26,041	29,160	37,823	41,640	41,640	43,091	44,593	46,148	47,757	16.9%	3.5%
Landside	100,885	112,271	134,402	188,172	188,172	193,808	199,623	205,622	211,812	23.1%	3.0%
TOTAL	**$ 4,377,172**	**$ 4,189,433**	**$ 4,570,938**	**$ 5,968,253**	**$ 5,968,253**	**$ 6,121,264**	**$ 6,278,529**	**$ 6,440,175**	**$ 6,606,336**		

1/ Add Self Insurance ($365,000) and OPEB ($45,000) to 2026 Budget

SOURCES: City of Stillwater
PREPARED BY: KSA

Exhibit A–3
Rates And Charges Study Incremental Operating Expenses

EXHIBIT A-3

RATES AND CHARGES STUDY

INCREMENTAL OPERATING EXPENSES

Fiscal Year Ending June 30

	PROJECTED					CAGR
	2027	2028	2029	2030	2031	2027-2031
Operating Expenses						
Professional Contracts	100	102	104	106	108	2.0%
Materials & Supplies	20,000	20,400	20,808	21,224	21,649	2.0%
Janitorial Services	87,851	89,608	91,400	93,228	95,093	2.0%
Utilities	21,375	21,845	22,326	22,817	23,319	2.2%
Other Operating Expenses	674	687	701	715	730	2.0%
TOTAL OPERATING EXPENSES	**$ 130,000**	**$ 132,643**	**$ 135,340**	**$ 138,091**	**$ 140,898**	2.0%
Annual Growth Rate		2.0%	2.0%	2.0%	2.0%	
OPERATING EXPENSES BY COST CENTER						
Airfield						
Terminal	130,000	132,643	135,340	138,091	140,898	2.0%
Parking						
Landside						
TOTAL	**$ 130,000**	**$ 132,643**	**$ 135,340**	**$ 138,091**	**$ 140,898**	**2.0%**

SOURCES: City of Stillwater

PREPARED BY: KSA

Exhibit A–4
Rates And Charges Study Operating Revenues

EXHIBIT A-4
RATES AND CHARGES STUDY
OPERATING REVENUES
Fiscal Year Ending June 30

	Ref	ACTUAL 2023	ACTUAL 2024	ACTUAL 2025	BUDGET 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030	PROJECTED 2031	CAGR 2027-2031
AIRLINE REVENUES											
Landing Fees	Table 5	53,777	59,421	57,202	50,000	89,147	92,686	96,366	100,191	104,164	4.0%
Terminal Rents (Commercial)	Table 6	45,123	45,123	45,123	46,488	52,025	53,586	55,193	56,849	58,555	3.0%
Terminal Rents (Charters)	Table 6	-	-	-	-	36,025	37,106	38,219	39,365	40,546	3.0%
Per Enplaned Passenger Fee	Table 6	-	-	-	-	29,611	33,498	37,622	41,987	46,590	12.0%
Total Airline Revenues		$ 98,900	$ 104,544	$ 102,326	$ 96,488	$ 206,808	$ 216,875	$ 227,400	$ 238,393	$ 249,855	4.8%
Enplaned Passengers[/1]		31,997	33,144	34,701	37,092	39,481	41,872	44,262	46,652	49,042	5.6%
Airline Cost per Enplaned Passenger		**$3.09**	**$3.15**	**$2.95**	**$2.60**	**$5.24**	**$5.18**	**$5.14**	**$5.11**	**$5.09**	-0.7%
NON-AIRLINE REVENUES											
Fuel Sales	Table 2	2,555,195	2,357,291	2,127,911	3,009,000	3,098,000	3,159,960	3,223,159	3,287,622	3,353,375	2.0%
Parking Revenues	Table 7	-	-	-	-	173,010	179,065	185,333	191,819	219,894	6.2%
Hangar Rents	Table 8	95,269	94,653	79,734	85,000	98,952	99,318	106,584	107,073	114,461	3.7%
Other Terminal Rents	Table 6	8,357	9,608	9,324	9,445	55,575	57,242	58,960	60,728	62,550	3.0%
Other Building Rents	LEASES	48,224	46,548	38,043	29,067	107,880	170,150	176,513	185,934	191,891	15.5%
Land Rents	LEASES	154,201	153,985	158,900	148,800	714,372	754,845	779,677	804,699	829,551	3.8%
Concession Rents		21,476	37,323	29,519	22,000	22,000	22,000	22,000	22,000	22,000	0.0%
Fuel Flowage Fee		128,006	131,584	135,926	120,000	133,900	137,917	142,055	146,316	150,706	3.0%
Tie-Down Fees	OTHER	32,310	34,145	37,042	35,000	55,917	56,851	57,813	58,803	59,824	1.7%
RAC Vehicle Parking	Table 9	3,515	5,810	6,798	3,500	5,000	5,000	5,000	5,000	5,000	0.0%
RAC CFC (New)	Table 9	-	-	-	-	127,683	135,414	143,142	150,874	158,602	5.6%
Standby ARFF Fee (Reimbursable)		31,900	28,330	29,440	28,000	30,000	30,000	30,000	30,000	30,000	0.0%
Security Fee (Reimbursable)		24,220	36,170	38,885	26,000	35,000	35,000	35,000	35,000	35,000	0.0%
Annual Fees (New)	Table 10	-	-	-	-	17,800	17,800	17,800	17,800	17,800	0.0%
Miscellaneous Revenues		31,638	61,762	26,338	10,000	10,000	10,000	10,000	10,000	10,000	0.0%
Total Non-Airline Revenues		$ 3,134,310	$ 2,997,212	$ 2,717,860	$ 3,525,812	$ 4,685,088	$ 4,870,562	$ 4,993,035	$ 5,113,669	$ 5,260,654	2.9%
TOTAL OPERATING REVENUES		**$ 3,233,210**	**$ 3,101,755**	**$ 2,820,186**	**$ 3,622,300**	**$ 4,891,896**	**$ 5,087,437**	**$ 5,220,435**	**$ 5,352,062**	**$ 5,510,509**	**3.0%**
		-	-	-	-	-	-	-	-	-	
OPERATING REVENUES BY COST CENTER											
Airfield		2,822,480	2,649,090	2,402,313	3,251,488	3,427,941	3,498,091	3,569,984	3,643,454	3,718,454	2.1%
Terminal		107,177	126,756	120,916	98,852	204,632	212,660	221,064	229,836	238,975	4.0%
Parking		-	-	-	-	173,820	179,871	186,146	192,640	220,808	6.2%
Landside		303,553	325,909	296,958	271,960	1,085,503	1,196,815	1,243,242	1,286,132	1,332,273	5.3%
TOTAL		**$ 3,233,210**	**$ 3,101,755**	**$ 2,820,186**	**$ 3,622,300**	**$ 4,891,896**	**$ 5,087,437**	**$ 5,220,435**	**$ 5,352,062**	**$ 5,510,509**	3.0%

1/Forecast reflects actual enplanements grown by same percentage growth as reflected in the FAA Terminal Area Forecast (TAF)

SOURCES: City of Stillwater
PREPARED BY: KSA

SWO Stillwater REGIONAL AIRPORT

KSA a PAPE–DAWSON company

Exhibit A–5
Rates And Charges Study Landing Fee Calculation

EXHIBIT A-5
RATES AND CHARGES STUDY
LANDING FEE CALCULATION
(Fiscal Years Ending June 30)

NEW METHODOLOGY	ACTUAL 2023	ACTUAL 2024	ACTUAL 2025	BUDGET 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030	PROJECTED 2031	CAGR 2027-2031
Operating Expenses [1]	$ 3,613,918	$ 3,374,907	$ 3,553,578	$ 4,700,113	$ 4,700,113	$ 4,813,419	$ 4,929,681	$ 5,048,981	$ 5,171,406	2.4%
Amortized Capital Project Costs	185,948	243,194	243,194	242,606	307,797	273,637	283,317	258,179	281,990	-2.2%
Airfield Area Total Requirement	**$ 3,799,866**	**$ 3,618,101**	**$ 3,796,772**	**$ 4,942,719**	**$ 5,007,910**	**$ 5,087,056**	**$ 5,212,998**	**$ 5,307,159**	**$ 5,453,396**	**2.2%**
Less:										
Nonairline Airfield Revenue[2]	(2,756,051)	(2,558,796)	(2,340,324)	(3,197,000)	(3,322,902)	(3,389,815)	(3,458,116)	(3,527,834)	(3,598,999)	2.0%
Discretionary Credit	(976,087)	(983,243)	(1,382,917)	(1,680,924)	(1,599,441)	(1,608,276)	(1,662,385)	(1,683,157)	(1,754,414)	2.3%
Net Airfield Requirement	**$ 67,729**	**$ 76,062**	**$ 73,531**	**$ 64,795**	**$ 85,568**	**$ 88,965**	**$ 92,497**	**$ 96,169**	**$ 99,982**	**4.0%**
Annual Landed Weight (in 1,000lbs):										
American/Envoy (Embraer CRJ700 currently)	41,741	49,349	48,374	42,105	47,500	47,948	48,400	48,856	49,314	
Martinaire Cargo (Cessna C208 Caravan) (#Flights)	48	46	44	45	45	45	45	45	45	
Stillwater Flight Center, Inc (FBO)	10,310	9,115	8,144	7,692	9,500	9,590	9,680	9,771	9,863	
Total Landed Weight[3]	52,099	58,510	56,562	49,843	57,045	57,582	58,125	58,672	59,222	0.9%
Signatory (Commercial) Landing Fee (per 1,000 lbs)	**$0.95**	**$0.95**	**$0.95**	**$0.95**	**$1.50**	**$1.55**	**$1.59**	**$1.64**	**$1.69**	3.0%
Non-Signatory (Noncommercial) Landing Fee[4]	**$1.30**	**$1.30**	**$1.30**	**$1.30**	**$1.88**	**$1.93**	**$1.99**	**$2.05**	**$2.11**	3.0%
Calculated Landing Fee Rate (per 1,000 lbs)	$ 20.04	$ 18.10	$ 25.75	$ 35.02	$ 29.54	$ 29.48	$ 30.19	$ 30.33	$ 31.31	1.5%

1/ Includes direct airfield and pro-rata share of administative cost
2/ Includes Fuel Sales, GA Aircraft Parking, Standby ARFF Fees & Fuel Flowage Fees
3/ Includes passenger and charter operations (in 1,000 lbs); annual growth pursuant to FAA TAF forecast on operations
4/ Incudes 25% premium on Proposed Commercial Rate (beginning FY 2027)

SOURCES: City of Stillwater
PREPARED BY: KSA

Exhibit A–6
Rates And Charges Study Terminal Rent Calculation

EXHIBIT A-6
RATES AND CHARGES STUDY
TERMINAL RENT CALCULATION
(Fiscal Years Ending June 30)

	ACTUAL			BUDGET	PROJECTED					CAGR
NEW METHODOLOGY	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2027-2031**
Operating Expenses [1]	$ 636,328	$ 673,095	$ 845,135	$ 1,038,328	$ 1,038,328	$ 1,070,945	$ 1,104,632	$ 1,139,424	$ 1,175,360	3.1%
Add: Incremental Expenses	$ -	$ -	$ -	$ -	130,000	132,643	135,340	138,091	140,898	2.0%
Amortized Capital Costs (Old Terminal)	29,677	36,970	36,970	31,769						
Amortized Capital Costs (New Terminal)	-	-	-	-	361,136	361,136	361,136	361,136	361,136	0.0%
Total Terminal Building Requirement	**$ 666,005**	**$ 710,065**	**$ 882,105**	**$ 1,070,097**	**$ 1,529,464**	**$ 1,564,724**	**$ 1,601,107**	**$ 1,638,652**	**$ 1,677,395**	**2.3%**
Less:										
Security Fee (Charter Flts)	(24,220)	(36,170)	(38,885)	(26,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	
Discretionary Credit	(572,595)	(604,705)	(774,030)	(970,912)	(1,319,114)	(1,349,113)	(1,380,079)	(1,412,042)	(1,445,037)	
Net Terminal Building Requirement	**$ 69,190**	**$ 69,190**	**$ 69,190**	**$ 73,185**	**$ 175,350**	**$ 180,611**	**$ 186,029**	**$ 191,610**	**$ 197,358**	**$ 0**
Total Rentable Square Footage	3,444	3,444	3,444	3,444	7,014	7,014	7,014	7,014	7,014	
Annual Signatory Terminal Rental Rate/psf	**$20.09**	**$20.09**	**$20.09**	**$21.25**	**$25.00**	**$25.75**	**$26.52**	**$27.32**	**$28.14**	**3.0%**
Calculated Rental Rate	$186.35	$195.67	$244.84	$303.16	$213.07	$218.10	$223.28	$228.64	$234.16	2.4%
Actual Per Enplaned Passenger Fee[2]					**$0.75**	**$0.80**	**$0.85**	**$0.90**	**$0.95**	Step Up
Calculated Per Enplaned Passenger Fee					$ 15.89	$ 15.43	$ 15.04	$ 14.70	$ 14.40	

1/ Includes direct terminal costs and pro-rata share of administative cost
2/ includes minimal cost recovery for holdroom seating. TSA screening, baggage claim and common use areas

SOURCES: City of Stillwater
PREPARED BY: KSA

Exhibit A–7
Rates And Charges Study Parking Revenues

EXHIBIT A-7
RATES AND CHARGES STUDY
PARKING REVENUES
(Fiscal Years Ending June 30)

	PROJECTED				
	2027	**2028**	**2029**	**2030**	**2031**
Parking Spaces					
Lot 1	37	37	37	37	37
Lot 2	68	68	68	68	68
Lot 3	165	165	165	165	165
Lot 4	200	200	200	200	200
Expected Occupancy					
Lot 1	100%	100%	100%	100%	100%
Lot 2	85%	85%	85%	85%	100%
Estimated Annual Revenue Transactions					
Lot 1	13505	13505	13505	13505	13505
Lot 2	21097	21097	21097	21097	24820
Total	34602	34602	34602	34602	38325
Daily Parking Rate[/1]	**$ 5.00**	**$ 5.18**	**$ 5.36**	**$ 5.54**	**$ 5.74**
FINANCIAL PROFORMA					
Forecast Revenue					
Lot 1	67,525	69,888	72,334	74,866	77,486
Lot 2	105,485	109,177	112,998	116,953	142,408
Estimated Annual Revenue	**$ 173,010**	**$ 179,065**	**$ 185,333**	**$ 191,819**	**$ 219,894**
Net Development Costs[/2]	$ 10,000	-	-	-	-
Operating Expenses[/3 & 4]	28,109	28,109	28,109	28,109	31,859
Estimated Annual Cost	**$ 38,109**	**$ 28,109**	**$ 28,109**	**$ 28,109**	**$ 31,859**
Annual Net Surplus (Deficit)	**$ 134,901**	**$ 150,957**	**$ 157,224**	**$ 163,711**	**$ 188,036**
Cumulative	**$ 134,901**	**$ 285,858**	**$ 443,082**	**$ 606,793**	**$ 794,828**

1/ Forecast 3% rate increase per annum.
2/ Estimated cost to install a freestanding smart kiosk
3/ Estimated management software $50/month + $0.35/transaction + credit card processing at 2.9% + $0.30/transaction
4/ Adds restriping in year 5 & patching/restriping in year 10

SOURCES: City of Stillwater
PREPARED BY: KSA

SWO Stillwater REGIONAL AIRPORT

KSA a PAPE–DAWSON company

Exhibit A–8
Rates And Charges Study Rental Car Operations

EXHIBIT A-8
RATES AND CHARGES STUDY
RENTAL CAR OPERATIONS
(Fiscal Years Ending June 30)

	ACTUAL			BUDGET	PROJECTED					CAGR
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2027-2031
Terminal Rent										
Terminal Square Footage	139	139	139	139	520	520	520	520	520	
Terminal Rental Rate	$ 20.09	$ 20.09	$ 20.09	$ 21.25	$ 25.00	$ 25.75	$ 26.52	$ 27.32	$ 28.14	3.0%
Total Terminal Rents[/1]	$ 2,116.86	$ 3,319.03	$ 3,143.72	$ 3,168.72	$ 13,000.00	$ 13,390.00	$ 13,791.70	$ 14,205.45	$ 14,631.61	3.0%
RAC Parking										
RAC Vehicle Parking[/2]	3,515	5,810	6,798	3,500	5,000	5,000	5,000	5,000	5,000	
Customer Facility Charge										
Average days per deplaned passenger (per week)					2	2	2	2	2	
Annual transaction days (per deplaned passenger)					104	104	104	104	104	
Estimated Deplaned Passengers (1% EPAX)					409	434	459	484	508	
Total Transaction Days					42,561	45,138	47,714	50,291	52,867	
Customer Facility Charge (CFC)					$ 3.00	$ 3.00	$ 3.00	$ 3.00	$ 3.00	
CFC Revenue					$ 127,683	$ 135,414	$ 143,142	$ 150,874	$ 158,602	5.6%

1/ Includes Avis minimum $25/month for a lockbox
2/ Actual rates to be negotiated

Exhibit A–9
Rates And Charges Study Landside Calculation

EXHIBIT A-9
RATES AND CHARGES STUDY
LANDSIDE CALCULATION
(Fiscal Years Ending June 30)

NEW METHODOLOGY	ACTUAL 2023	ACTUAL 2024	ACTUAL 2025	BUDGET 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030	PROJECTED 2031	CAGR 2027-2031
Operating Expenses [1]	$ 100,885	$ 112,271	$ 134,402	$ 188,172	$ 188,172	$ 193,808	$ 199,623	$ 205,622	$ 211,812	3.0%
Amortized Capital Project Costs[2]	32	17,919	17,887	22,329	22,329	22,329	22,329	22,329	22,329	0.0%
Landside Total Requirement	**$ 100,917**	**$ 130,191**	**$ 152,289**	**$ 210,501**	**$ 210,501**	**$ 216,137**	**$ 221,952**	**$ 227,951**	**$ 234,141**	**2.7%**
T-Hangar 1 Square Feet	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	12,470	
T-Hangar 2 Square Feet	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	
	26,220	26,220	26,220	26,220	26,220	26,220	26,220	26,220	26,220	
T-Hangar 1 Monthly Rate	**$ 250.00**	**$ 250.00**	**$ 250.00**	**$ 250.00**	**$ 300.00**	**$ 300.00**	**$ 325.00**	**$ 325.00**	**$ 350.00**	3.9%
T-Hangar 2 Monthly Rate	**$ 250.00**	**$ 250.00**	**$ 250.00**	**$ 250.00**	**$ 325.00**	**$ 325.00**	**$ 350.00**	**$ 350.00**	**$ 375.00**	3.6%
T-Hangar 1 Calculated Rent (psf)	$ 211.35	$ 272.66	$ 318.94	$ 440.86	$ 440.86	$ 452.66	$ 464.84	$ 477.40	$ 490.37	
T-Hangar 2 Calculated Rent (psf)	$ 256.97	$ 331.51	$ 387.78	$ 536.01	$ 536.01	$ 550.36	$ 565.16	$ 580.44	$ 596.20	

1/ Includes direct airfield and pro-rata share of administative cost
2/ Includes new roofs and other improvements. Does not account for future improvements

SOURCES: City of Stillwater
PREPARED BY: KSA

Exhibit A–10
Rates And Charges Study Proposed Airport Fees

EXHIBIT A-10

RATES AND CHARGES STUDY

PROPOSED AIRPORT FEES

TYPE	FEE	QTY	REVENUES	TENANTS
Aeronautical Permit Fees (Annual)				
Fixed Base Operator	$ 1,500.00	1	$ 1,500.00	SCFI
Aircraft Maintenance Operator	$ 750.00	2	$ 1,500.00	OSU Maint Hangar & Quality Aircraft
Avionics or Instrument Maintenance Operator	$ 750.00			
Aircraft Rental/Flight Training Operator				
Small (10 or less aircraft)	$ 500.00			
Medium (11-25 aircraft)	$ 750.00			
Large (>25 aircraft)	$ 1,000.00	1	$ 1,000.00	OSU Flight Center & MD-80 (43 Aircraft)
Aircraft Charter or Aircraft Management Operator				
Aircraft Sales Operator	$ 750.00			
Aircraft Storage Operator	$ 750.00	4	$ 3,000.00	LBR, Inc, RPX Technologies, Akex Detwiler & Waits Holding, LLC
Other Commercial Activities	$ 750.00			
Independent Operator	$ 500.00			
Non-Commercial Flying Club	$ 750.00			
Self-Fueling Permittee	$ 500.00			
Training Facility	$ 750.00			
Aircraft Waitlist Fee (Annual)	$ 100.00	21	$ 2,100.00	Assume will drop by 50% if fee assessed
Based Aircraft Fee (Annual)	$ 100.00	87	$ 8,700.00	Based on Master Plan
ESTIMATED REVENUES			**$ 17,800.00**	

Exhibit A–11
Rates And Charges Study Financial Plan Summary

EXHIBIT A-11
RATES AND CHARGES STUDY
FINANCIAL PLAN SUMMARY
For Fiscal Years Ending June 30

The forecasts presented in this exhibit were prepared using information from the sources indicated and assumptions provided by, or reviewed with and agreed to by, City management, as described in the accompanying text. Inevitably, some of the assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between the forecast and actual results, and those differences may be material.

		ACTUAL			BUDGET	PROJECTED				
	Ref.	2023	2024	2025	2026	2027	2028	2029	2030	2031
Operating Cash Flow										
Airline Revenues		$ 98,900	$ 104,544	$ 102,326	$ 96,488	$ 206,808	$ 216,875	$ 227,400	$ 238,393	$ 249,855
Non-Airline Revenues		3,134,310	2,997,212	2,717,860	3,525,812	4,685,088	4,870,562	4,993,035	5,113,669	5,260,654
Total Operating Revenues	Table 4	$ 3,233,210	$ 3,101,755	$ 2,820,186	$ 3,622,300	$ 4,891,896	$ 5,087,437	$ 5,220,435	$ 5,352,062	$ 5,510,509
Operations & Maintenance Expenses	Table 2	4,377,172	4,189,433	4,570,938	5,968,253	5,968,253	6,121,264	6,278,529	6,440,175	6,606,336
Incremental O&M Expenses (Terminal)	Table 3					130,000	132,643	135,340	138,091	140,898
Incremental O&M Expenses (Parking)	Table 7					38,109	28,109	28,109	28,109	31,859
Total Operating Expenses		4,377,172	4,189,433	4,570,938	5,968,253	6,098,253	6,253,907	6,413,868	6,578,266	6,747,234
Interest Income	Table 4	30,925	73,389	63,081	50,000	50,000	50,000	50,000	50,000	50,000
Net Operating Cash Flow Available for Capital Expenditures		**$ (1,113,037)**	**$ (1,014,289)**	**$ (1,687,672)**	**$ (2,295,953)**	**$ (1,156,357)**	**$ (1,116,469)**	**$ (1,143,433)**	**$ (1,176,204)**	**$ (1,186,725)**
Capital Improvement Program Expenditures	Table 1	5,422,206	2,037,815	8,027,803	21,893,166	650,000	1,200,000	15,049,090	1,100,000	3,500,000
Funds Used for Capital Improvement Projects										
Federal Grants	Table 1	5,596,783	1,157,510	4,769,564	17,667,604	587,027	1,082,028	15,051,119	992,029	3,152,030
State Grants	Table 1	-	-	900,000	746,483	-	-	-	-	-
Passenger Facility Charges	Table 1	130,173	136,996	128,990	130,000	130,000	130,000	130,000	130,000	130,000
Total Funds Available for Capital Expenditures		5,726,956	1,294,506	5,798,553	18,544,087	717,027	1,212,028	15,181,119	1,122,029	3,282,030
Net Capital Costs		**$ (304,750)**	**$ 743,309**	**$ 2,229,249**	**$ 3,349,079**	**$ (67,027)**	**$ (12,028)**	**$ (132,029)**	**$ (22,029)**	**$ 217,970**
Operating Position		**$ (808,287)**	**$ (1,757,598)**	**$ (3,916,921)**	**$ (5,645,032)**	**$ (1,089,330)**	**$ (1,104,441)**	**$ (1,011,404)**	**$ (1,154,175)**	**$ (1,404,695)**

Note: FY 2025 and FY 2026 change in operating position reflects the impact of new terminal construction.

SOURCES: City of Stillwater
PREPARED BY: KSA

Attachment 1: Market Rate Analysis

Evaluating airport rates and charges is crucial for maintaining financial self-sustainability, operational excellence, and a competitive market environment. Conducting regular, comprehensive reviews of airport revenues and costs helps ensure that fees are fair, reasonable, and non-discriminatory, thereby fulfilling federal grant assurance requirements. These reviews also identify the operating and capital costs necessary to maintain safe and efficient facilities.

While operating and capital costs traditionally serve as the foundation for rate-setting methodologies, incorporating a market analysis of rates at peer airports is also essential. This approach is particularly important as many airports face challenges in achieving self-sufficiency and must adjust their cost-based rates and charges to remain competitive and aligned with market conditions.

Airports typically establish cost centers based on specific lines of business and operations. Most airports have at least an airfield cost center, and those offering air service generally maintain a terminal cost center as well. The airfield cost center, which must operate on a residual basis per FAA requirements, often includes costs that are difficult to recover through standard operations and cost allocations—especially for smaller airports with fewer operations.

In contrast, terminal costs are confined to the terminal footprint and apron area, and these expenses can be recovered directly from users—such as airlines and other businesses—through various rates and charges. These charges are usually allocated by square footage, yet market conditions and competition still influence how these rates are set.

Regardless of whether market conditions allow for full recovery of cost center expenses, airports can use this methodology to monitor revenues, expenses, and operations. This ongoing review ensures progress toward self-sufficiency for each cost center.

Competitive VS Comparative Markets

Airport competitive analysis and comparative analysis on rates/charges differ in focus, with competitive analysis assessing peer airports to influence aviation activity, while comparative analysis benchmarks performance against peers for efficiency. Competitive analysis often focuses on attracting airlines and operations, whereas comparative analysis improves operational efficiency.

The following information explains the purpose, focus and application of both competitive and comparative analyses.

Airport Rates & Charges Competitive Analysis
Purpose: To understand the airport's competitive position within its specific market, determine how to attract and maintain airline service, and set competitive rates to avoid losing traffic to neighboring airports.

Focus: Identify direct competitors within the same catchment area, analyzing passenger fees, terminal rates and charges and aircraft-based fees (landing, parking, and storage) to influence airline decisions.

Application: Establish rates and charges that are fair and equitable, as well as competitive to encourage and incentivize airline and operational growth, with necessary adjustments to compete with airports within the catchment area of the airport.

Airport Rates & Charges Comparative Analysis
Purpose: To benchmark performance against peers to identify areas for efficiency improvements, cost reductions, or better service quality.

Focus: Compare similar-sized airports (airlines, operations, capacity) including industry peers, regardless of geographical proximity to compare rates and charges relative to operational efficiency.

Application: Develop performance benchmarks to guide management decisions, assess if charges are consistent with industry standards, and identify "best practices" to reach optimal operational efficiency.

In summary, competitive is local/spatial where comparative is often broader and peer based. Competitive seeks market share or volume of passengers and flight activity where comparative seeks efficiency and optimization. Competitive reacts to rival pricing where comparative analyzes internal performance against other similar airports.

Evaluating competitive rates at comparable airports is specifically important for several reasons:

- **Market Positioning:** Benchmarking against peer airports (those with similar activity levels and FAA classifications) allows an airport to identify its relative market position and leverage among its peers. This is critical to ensure the best possible opportunity of attracting and retaining airline service. While there is a plethora of factors that airlines utilize in determining service markets and aircraft deployment, airport costs across competing regional airports remains a critical factor in this decision. Knowing your market and competitive position, along with maintaining financial records to ensure proper allocation of costs is essential to the airport.
- **Operational Efficiency:** Comparative studies help establish performance benchmarks, ensuring that local rates are not artificially high due to internal inefficiencies which may be creating higher costs.
- **Stakeholder Alignment:** Transparency in financial analysis and benchmarking provides a data set for negotiations, helping to align the interests of airport management/city, airlines, and the local community.
- **Economic Impact:** Competitive rates foster opportunities for airline growth, which acts as a stimulus for local economic activity, supporting jobs and regional investment.

For small primary and general aviation (GA) airports, adopting a rate-setting methodology based on comparative rates and charges—often called "fair market" or "peer benchmarking"—is a vital industry best practice. Unlike major hubs that may use complex cost-recovery models, smaller airports must balance financial self-sufficiency with the need to remain competitive in a highly mobile airline market.

Additionally, GA operators and pilots are sensitive to price and may select the airport they choose to operate at based on cost. Benchmarking against peer airports ensures that local fees remain attractive while still capturing the fair market value of the facility. However, it is also important to recognize that in the GA market, rates are often below true fair market value due to the very reasons mentioned for this group of airport users. By keeping rates lower than necessary to recoup airfield costs, the market has become artificially depressed. Collectively, airports must work to bring the rates and charges for GA aircraft operators to a market rate based on the airport's cost structure and the demand for these type facilities and operations.

Regulatory Compliance: The FAA Rates and Charges Policy requires aeronautical fees to be "fair and reasonable". Using objective determinations of market value through peer comparisons provides a defensible, transparent basis for these charges, helping sponsors meet Federal Grant Assurances.

Revenue Optimization: For non-airfield facilities like hangars and offices, small airports are encouraged to charge market rates to maximize discretionary cash flow. This revenue is critical for funding capital projects and maintaining aging infrastructure without over-relying on subsidies.

Equitable Resource Allocation: Benchmarking helps prevent "hidden" subsidies to specific tenants, ensuring that all users pay a rate reflective of the actual economic value of the space they occupy. This is especially important when airport owners operate non-aeronautical facilities on airport land. Municipalities, counties, and other public owners of airports, similar to any other tenant utilizing the airport for non-aeronautical land use, must pay fair market value in order to remain in compliance with FAA grant assurances or risk losing federal funding.

Achieving Financial Self-Sufficiency: FAA Grant Assurances require airports to maintain a fee structure that makes them as self-sustaining as possible. Comparing rates allows small airports to identify areas where they may be undercharging for facilities, such as hangars or land leases, thereby maximizing revenue to fund critical infrastructure and capital projects.

Knowing the importance of evaluating both competitive and comparative airports for rates and charges and taking into consideration the specific circumstances surrounding Stillwater Regional Airport, let's review some of the primary areas of rate comparison used for our analysis and the recommended rate adjustments.

Comparative Survey Results

The first step in identifying comparable airports is developing an accurate profile of the Airport. The profile was developed based on data available from various sources, including the FAA. The Airport profile provided the basis for establishing the criteria and parameters for identifying comparable airports.

The selection of comparable airports was based on aeronautical activity and infrastructure criteria including the following:

- The Airport is utilized as a non-hub commercial service airport with a single commercial service air carrier
- The Airport has 2 runways, one is which is 7,401 feet long. Airports with at least one runway that is 5,000 feet or longer were considered comparable.
- The Airport consists of 1,485 acres of land. Airports having total acreage between 1,000 and 1,800 acres were considered comparable.
- The Airport is classified as a non-hub airport (more than 10,000 and fewer than 100,000 enplanements) in the FAA NPIAS. As such, non-hub airports were considered comparable.
- The Airport maintains a control tower and precision approach. As such, airports with similar facilities were considered co parable.
- For the 12-month period ending Federal Fiscal Year 2025 (as reported by the FAA CATS system), enplaned passengers totaled 34,701. As such, the range for total enplaned passengers was established at 24,500 to 51,500.
- The number of based aircraft at the airport as reported by the 2025 Airport Master Plan, is 87. As such, the range for based aircraft was established at 25 to 152.

Although several airports were identified as comparable to the Airport, data on rates, charges, and related information was collected and analyzed from the ten most relevant airports, as presented in Table 1.

Table 1
Comparable Airports Summary

Location	Comparable Airports	EPAX	Based A/C	CPE	Landing Fees	Terminal Rents (PSF)	Aircraft Tie-Downs (Month)	Vehicle Parking (Daily)
Beaumont, TX	Jack Brooks (BPT)	24646	65	$3.20	$1.44			
Bemidji, MN	Bemidji Regional (BJI)	28373	72	$5.29	$0.79	$0.27	$72.00	Free
Cheyenne, WY	Cheyenne Regional (CYS)	29105	49	$3.73	$1.32	$37.00	FBO	$10.00
Albany, GA	SW Georgia (ABY)	30143	37	$6.36	$2.00	$31.00	FBO	$12.00
Twin Falls, ID	Twin Falls (TWF)	33107	111	$6.10	$1.73			
Stillwater, OK	Stillwater (SWO)	34701	87	$2.95	$0.95	$21.25	$50.00	Free
Cody, WY	Yellowstone Regional (COD)	37701	75	$4.16	$1.56	$29.64	Free	Free
Tyler, TX	Tyler Pounds (TYR)	51300	152	$1.46	$0.75	$29.52	FBO	$8.00
San Angelo, TX	Mathis Field (SJT)	57808	131	$1.68	$0.90	$19.00	$324.00	Free
College Station, TX	Easterwood (CLL)	63391	50	$8.54	$2.72		FBO	$9.00
Brunswick, GA	Brunswick Golden Isles (BQK)	51209	28	$4.53	$1.87	$29.72	FBO	Free

Significant findings include (excluding the Airport):

- Landing Fees
  - ◊ All 10 airports charged a landing fee on a per 1,000 pounds maximum gross landed weight (MGLW)
  - ◊ The landing fees ranged from $0.75 to $2.72
- Terminal Rents
  - ◊ 7 airports responded with rents imposed at airport.
  - ◊ 2 airports (COD & SJT) do not have a blended rate
  - ◊ Terminal rents ranged from $0.27 to $37.00 per square foot
- Aircraft Tie-Down Fees
  - ◊ 2 airports charge for tie-down fees with others only offered through FBO
  - ◊ SJT charges $19/night with a 10% discount for the month
  - ◊ BJI operates the fuel farm and provides free parking with fuel purchase
- Vehicle Parking Fees
  - ◊ 4 airports charge for vehicle parking at the Terminal
  - ◊ Maximum daily parking rates range from $8.00 to $12.00

Competitive Survey Results

As noted above, an airport is considered competitive if located in proximity to the Airport and serves a similar market. Each airport identified is then compared to the Airport based on the (1) infrastructure and (2) available products, services and facilities.

For the purposes of this study, airports identified as being potentially competitive airports with rates and charges and related information from the airports obtained and analyzed as shown in Table 2.

Table 2
Competitive Airports Summary

Location	Competitive Airports	Landing Fees	Terminal Rents (PSF)	Tie-Down (Month)	Vehicle Parking (Daily)	T-Hangar (Month)	Ground Rent (Aer[illegible])	Fuel Flowage (JetA)
Grand Island, NE	Central Nebraska Regional (GRI)	$0.90				$190.00		
Durant, OK	Cushing Municipal (CUH)	None	None	None	Free	$190.00	$0.18	$0.05
Enid, OK	Enid Woodring Regional (WDG)	$0.35	None	None	Free	$247.50	$0.19	None
Guthrie, OK	Guthrie-Edmond Regional (GOK)	None	Not yet	FBO	Free	$250.00	$0.22	$0.10
Lawton, OK	Lawton-Fort Sill Regional (LAW)	$0.90	30.02	$50.00	$8.00	$350.00	$0.25	$0.08
Norman, OK	Max Westheimer (OUN)	Conditions	$15.00	$40.00	Free	$275.00	$0.26	$0.10
Ponca City, OK	Ponca City Waverly Regional (PNC)	None	None	$40.00	Free	$135.00	$0.25	$0.09
Stillwater, OK	Stillwater Regional (SWO)	$0.95	$21.25	$50.00	Free	$250.00	$0.27	$0.20
Texarkana, AR	Texarkana Regional (TXK)	$0.95	$20.00	$230.00	$10.00	$350.00	$0.32	$0.20
Tulsa, OK	Tulsa International (TUL)	$3.67	$133.30	$0.40/per 1,000 lbs.	$9.00	$150.00		$0.10
Tulsa, OK	Tulsa Riverside (RVS)						$0.48	$0.10
Oklahoma City, OK	Will Rogers International (OKC)	$3.21						
Bethany, OK	Wiley Post (BRW)		$12.00		$15.00		$0.22	$0.08
Manhattan, KS	Manhattan Regional (MHK)	$1.50		$60.89				$0.07
Waco, TX	Waco Regional (WCO)	$3.25	$2.85	$150.00	$5.00	$215.00	$0.30	$0.13
Fort Smith, AR	Fort Smith Regional (FSM)	$1.25	$16.20	FBO	$11.00	$292.00	$0.50	$0.08

Significant findings follow (excluding the Airport):

- Landing Fees and Terminal Rents
  - ◊ Not all airports charged a landing fee or terminal rent as most airports were not set for commercial air service
  - ◊ Landing fees at OUN are charged the day before and the day after an OU football game played in Norman, OK.
  - ◊ Landing fees at TXK are higher for non-signatory ($1.00) and GA aircraft ($2.00)
  - ◊ A per enplaned passenger fee is assessed in addition to Terminal rents charged on a per square foot basis at both LAW and TXK
- Aircraft Tie-Down Fees
  - ◊ Most airports collected tie-down fees on a nightly or monthly basis
  - ◊ Monthly Tie-Down Fees ranged from $40.00 to $230.00 for the month
- T-Hangars
  - ◊ Monthly T-Hangar Rents range from $135.00 to $350.00
  - ◊ 1 airport (WDG) leases by the square foot of hangar ($0.12 for small)
- Aeronautical Ground Rental Rate (psf)
  - ◊ All responses noted the importance of leasing airport property to diversify revenues
  - ◊ Ground rental rates for aeronautical use leases ranged from $0.18 to $0.50 per square foot
- Fuel Flowage Fees
  - ◊ 13 airports charged a fuel flowage fee
  - ◊ 1 airport (WDG) operates the fuel farm where flowage fee is not applicable
  - ◊ The fuel flowage fees range from $0.05 to $0.20 per gallon

It is important to note that airports must consider numerous factors when considering which fees to enact. These factors include but are not limited to the current political environment, the airport sponsor's approach to business operations, as well as the goals and vision of the airport. Each airport's unique circumstances also contribute to the amount and type of fee charged.

KSA recommends that, regardless of the types of fees implemented, the airport should adhere to best practices by setting rates based on cost recovery. This includes thoroughly identifying and quantifying all costs related to planning, development, operation (maintenance and repair), management, and marketing. Any gaps between calculated rates and market rates should be addressed to ensure the airport's long-term financial self-sustainability.

Attachment 2: Rates And Charges Study Evaulation Of Current Airport Rates And Charges

FAA Policy On Rates And Charges

The FAA's policy on rates and charges is designed to ensure airports remain financially sustainable while adhering to federal grant assurances. The policy underscores the importance of setting rates and charges that encourage a positive revenue flow for ongoing airport expenses. According to the FAA's Policy on Rates and Charges, airport fees must be fair, reasonable, and free from unjust discrimination, as outlined in statutory provisions and codified in 49 U.S.C. § 47129. The policy promotes direct negotiation between airport proprietors and aeronautical users, reducing the necessity for federal intervention. It further establishes standards for resolving airport fee disputes and ensuring compliance.

For the purpose of making recommendations aligned with this policy, KSA has evaluated the current rates as presented herein.

Landing Fees

Currently, the 2025-2026 Airport Rates and Charges Schedule includes:

1. a negotiated landing fee of $0.95 (per 1,000 pounds) for aircraft in excess of 8,000 pounds for scheduled air service,
2. a set fee of $1.30 (per 1,000 pounds) for aircraft in excess of 8,000 pounds and non-scheduled air service, and
3. a set fee of $15.00 for all aircraft weighing 0-7,999 pounds.

Landing fees in the aviation industry are designed to recover the costs of operating and maintaining airfields and their associated facilities. FAA grant assurances require that these fees be applied in a manner that is both reasonable in cost and free from unjust discrimination. Typically, industry standards calculate landing fees based on aircraft weight, meaning larger aircraft generally incur higher charges. Additional factors, such as the time of day and type of operation, may also influence the fee structure. The FAA provides guidelines for fee-setting methodologies, including cost-based approaches that rely on actual operating expenses. As federal funding becomes less reliable, there is increasing recognition to promote transparency and predictability in landing fees at airports.

As part of the study, KSA will calculate landing fee rates based on cost recovery, ensuring that the full residual cost is allocated to the airfield. In addition, KSA will conduct a competitive survey to develop a more marketable rate. To bridge any gaps between these rates, a discretionary credit will be provided.

Terminal Rents

A new terminal is currently under construction and is scheduled to open in August 2026. While federal funds are providing most of the financing, this project presents an opportunity to reassess the rates charged to airlines and other tenants based on a cost-recovery model.

The Fixed Base Operator (FBO) Stillwater Flight Center, Inc. (SCFI) will continue to operate from the old Terminal, currently leasing 695 square feet and an unknown space requirement for the future. All other tenants, including commercial, charter air service as well as rental cars will be relocated to the new terminal.

The plan is to implement a compensatory rate-setting methodology, requiring airlines and tenants to pay their proportional share of operating expenses, amortized capital costs, and any associated debt service. This methodology will ensure that airlines are responsible for the costs of the facilities and services they utilize, allowing the airport to remain financially self-sustaining. Rental rates will be benchmarked against market rates, and any difference will be addressed through a discretionary credit that reduces the final rate.

Aircraft Parking

The airport currently maintains six main aprons for aircraft parking, including, the Terminal Ramp (9 tie-down spaces), the Commercial Air Service Operations Ramp (6 tie-down spaces), the Hangar 1 Ramp (15 tie-downs), the University Flight Center Ramp North (20 tie-downs), the University Flight Center Ramp South (51 tie-downs) and the Southeast General Aviation Ramp (8 tie-downs). Monthly tie-down tenants are charged on a monthly basis, with the exception of Civil Air Patrol who leases 1 tie-down at a reduced rate. Nightly tie-down locations are only charged when actively used by transient aircraft. The current tie-down rental rates are $10 per night or $50 per month. There is no wait list for tie-downs currently. There are no exclusive use spaces at SWO.

Based on a historic agreement with the airport, OSU Flight Center currently leases a set amount of spaces per month based on a percentage of their total fleet size, and an estimate of how many aircraft they have down for maintenance at any one time that are not using tie-downs while maintained, with OSU being charged for approximately 30 aircraft each month.

21 tie-downs will be removed for new terminal and SIDA apron development.

KSA will conduct a survey of rates imposed at competitive and local airports, as these may be more appropriate for comparison than the rental rates for similar properties at the subject or comparable airports.

Group Hangar 2
Group Hangar 2, a 12,212-square-foot facility owned by the City, was previously leased to Stillwater Aircraft Services, and was transferred to Stillwater Flight Center Inc. on July 10th, 2023. A portion of the hangar is currently sublet to Crosswind Aviation. The initial five-year lease, which expired on June 30, 2025, has been extended by the tenant for an additional five years and will now end on June 30, 2030. Built approximately 80 years ago, the hangar is in need of exterior updates. It is currently utilized for hangar space and for a Part 61 flight school, Crosswind Aviation. Stillwater Flight Center invested over $100,000 in the Hangar 2 interior spaces from 2023-2024. The airport completed Hangar 2 roof repairs in 2022-2023.

The current rental rate of $1.47 per square foot, adjusted annually by the Consumer Price Index to the nearest cent, appears below typical market facility rates. However, once the facility is no longer bound by contractual agreements, its age may restrict the achievable rate per square foot.

Hangar 3
Hangar 3 is a 6,382 square foot facility that is used by SWO for airport operations and maintenance.

Hangar 10 - formerly Simmons Double C Hangar
On July 9, 2007, the City of Stillwater entered into a twenty-five (25) year ground lease with Stillwater Storage LLC. on airport property totaling 16,875 square feet to store, maintain, build, rebuild, restore and service aircraft. As part of the agreement, the lessee would construct hangars, ramps and other such improvements required for operations. On July 10, 2023, the ground lease was assigned to Stillwater Flight Center Hangar, LLC and extended five years to June 30, 2037.

Hangar 10, is a 6,000 square foot building that is currently owned by Simmons with a contractual reversion to the City of Stillwater. It is located on the land lease but the City collects no rents for this facility.

Currently the ground lease rental rate is $0.20 per square foot, adjusted annually by the Consumer Price Index to the nearest cent, whereas the rate fails to include rents on the facility. Also, upon termination the lease reads to provide the tenant, not both parties, the option to extend for two additional 5-year periods. If at all possible, this language should be amended to reflect current market ground rental rates, rents paid on the building and to amend language that requires approval of both parties (City and tenant) to exercise lease extensions

LBR Inc. Office/Hangar

On June 24, 1985, Fred and Melissa DeLacerda entered into a 24-year ground lease, ending on June 30, 2009, for 9,360 square feet of land to construct a 3,900 square foot office/hangar to be used for aircraft storage and other noncommercial aviation activities. According to the lease terms, rent adjustments would commence on June 30, 1990, with increases every five years based on the Implicit Price Deflator Index for the Gross National Product. On May 20, 2004, the lease was assigned to LBR, Inc.

The ground lease was extended for an additional 25 years on September 20, 2010, now set to conclude on June 30, 2034. All original lease terms remained in effect. On July 1, 2024, the rental rate saw an increase of 19.354%, reflecting a Consumer Price Index (CPI) rise over the previous five-year period. The estimated ground rental rate for FY 2027 is $0.193 with a further 10% estimated 5-year CPI increase to a ground rental rate of $0.212 anticipated for the lease planned for July 1, 2029.

This lease expires on June 30, 2034 and rates are calculated pursuant to the contract as provided herein, whereas all facilities will revert to the airport at that time.

Rock Hangar

RPX Holdings, LLC (subleased to RPX Technologies) entered into a 10-year ground lease with the city, effective October 1, 2019, for a 7,700 square foot office/hangar. The facility is utilized for aircraft storage and aeronautical equipment development, as well as for the storage of Stillwater Emergency Management Agency (SEMA) equipment.

The SEMA hangar is a conjoined but separate hangar on the north side of the Rock Hangar and is not included in the ground lease. The leased property required significant upgrades, including a new roof with hurricane straps and front face improvements, estimated at $150,000. In return for these capital improvements, the city waived the rent for the entire 10-year lease term.

The tenant has the option to extend the lease up to four additional 5-year terms. Should they choose to extend, the building rent will commence at $0.94 per square foot, which equates to $600 per month, and will be adjusted annually based on the Consumer Price Index (CPI), starting October 1, 2029. For forecasting purposes, a building rate of $600 per month has been considered from October 1, 2029, with annual increases in line with the CPI.

This lease expires on September 30, 2029 and rates are calculated pursuant to the contract as provided herein. However, upon termination the contract reads to provide the tenant, not both parties, the option to extend. If at all possible, this contract should be amended to reflect current market rates and to amend language the requires approval of both parties (City and tenant) to exercise lease extensions.

Waits Holding Hangar

On September 21, 2001, City approved a 20-year ground lease with Special Exploration Co, Inc. for a 10,160 square feet tract of land for the purpose of constructing a 2,500 square foot corporate hangar to be used to store aircraft. The ground lease included a 5-year option to renew, which has been exercised, whereas the land and the hangar will revert to the Airport on December 20, 2026. On April 18, 2019, the City approved the transfer of the facilities from Special Exploration Co., Inc to Waits Holding, LLC.

The ground lease rental rate is approximately $0.20 for FY 2026 and will expire on December 20, 2026. As such, a new lease should set rents for both the 25-year-old building and the land, KSA plans to propose rates featuring an annual increase tied to the Consumer Price Index (CPI).

Detwiler Hangar

On June 1 2008, Special Exploration Co. Inc. lease a 27,500 square foot tract of land to construct a 3,682 square foot steel frame metal hangar and associated ramp area to perform aircraft maintenance and overhaul services. The 25-year lease is set to expire May 30, 2033 whereas the tenant has the option to extend for two 5-year periods. On November 8, 2022 the City approved the transfer of the facility from Special Exploration Co. Inc, to Alex Detwiler. In FY 2027 the land rental rate is estimated at $0.22 and forecast to increase annually by CPI to the nearest $.01. The hangar is currently used for private aircraft storage for Pistol Aviation.

This lease expires on August 30, 2033 and rates are calculated pursuant to the contract as provided herein. However, upon termination the contract reads to provide the tenant, not both parties, the option to extend. If at all possible, this contract should be amended to reflect current market rates calculated every five years and to amend language the requires approval of both parties (City and tenant) to exercise lease extensions.

OSU Cowboy Hangar

On August 1, 1987, the Board of Regents for the Oklahoma Agricultural and Mechanical College, acting on behalf of Oklahoma State University, entered into an agreement to lease an 11,100-square-foot tract of land, which includes a 5,745-square-foot metal hangar. This 75-year ground lease is set to expire on June 30, 2062. The rent for the lease, totaling $83,250, was paid in advance, and no further rent payments are anticipated for the duration of the lease. The facility is being utilized for purposes of maintenance for the OSU Flight Center's fleet of training aircraft.

This lease expires on June 30, 2062 and no rents are payable pursuant to the terms of the lease agreement. This lease should be amended to include a rental structure at the first available opportunity.

OSU Flight Center & MD-80 Parking

Effective July 1, 2020, Oklahoma State University entered into a ground lease for an 8.06-acre (351,093.6 square foot) tract of land at the Stillwater Regional Airport. This land has been used for the construction and operation of a flight training school. The 30-year ground lease agreement is set to expire on June 30, 2050, and includes an option for the lessee to extend for two additional 5-year periods. Annual rate adjustments are tied to the Consumer Price Index (CPI) to the nearest $0.01.

On May 12, 2020, the parties entered into a Memorandum of Understanding (MOU) for the purchase of a ladder truck, valued at $235,000, and an aircraft rescue and firefighting truck, valued at $225,000. Under this agreement, OSU would acquire the vehicles to donate to the City of Stillwater, and, in return, receive rent credits until the full cost of the acquisition was recovered.

For FY 2026, the annual rent has been adjusted to account for the remaining balance, resulting in a pro-rated rent. The full annual rent of $95,029.98 ($0.2707 per square foot) will be reinstated in FY 2027.

Old OSU Flight Center Hangar

The Old OSU Flight Center (as it is commonly referred to as, is currently unleased, as the building is in a state of disrepair. This building is slated for demolition and redevelopment in the 2025 Airport Master Plan.

OSU Maintenance Hangar

Effective June 1, 1996, the Oklahoma State University held a ground lease for a 98,010 square foot tract of land to support construction of a 16,500 aircraft maintenance hangar to support the OSU flight training school. The 25-year ground lease expired on May 31, 2021 and the parties subsequently entered an interim agreement, as amended, that expired May 30, 2024. The hangar currently is leased out on a month-month basis with OSU Property Services/OSU Flight Center.

A new lease should be drafted for FY 2027, incorporating best industry practices including rent on both the building and the land.

Waste Management Facility

The Stillwater Utilities Authority leases this facility for the nonaeronautical use of the City of Stillwater Waste Management services. The ground lease covers 139,392 square feet of land at a rate of $0.13 per square foot. Following the recent lease amendment, effective October 1, 2023, the 25-year lease is now extended by an additional 25 years, ending September 30, 2048. Notably, this amendment did not introduce any additional rent for the 10,170 square foot building. Waste Management's lease is increased on a yearly basis utilizing CPI changes from the previous year.

Currently, the lease rate is substantially below the recently appraised FMV rental rate of $0.39 per square foot, and no rent is being charged for the building itself. To address these discrepancies, the lease should be amended at the earliest opportunity to reflect updated rates for both the land and the building.

Animal Welfare Center

In January 2025, voters approved $8.75 million for the construction of a new animal welfare center, which is planned for a location on airport property.

Further discussions are necessary to determine the terms related to the more than six acres designated for this center. Additionally, since this is a non-aeronautical use, an FMV rental rate will be required in accordance with FAA regulations.

Other City Properties

Several City-owned properties are situated on airport lands, yet there is no evidence of payment for these land/facilities. However, the City provides a substantial annual subsidy to the airport to help manage its operating deficits.

FAA regulations prohibit the use of airport property for non-aviation purposes—such as for city parks or other municipal departments—without paying rent constitutes illegal revenue diversion. Airport Sponsors are required by the FAA to ensure that all airport-generated revenue is used exclusively for airport-related expenses. Any deviation from this requirement can result in compliance issues and potential penalties imposed by the FAA. Specifically, allowing airport property to be used for aeronautical or non-aeronautical purposes without receiving fair market value for use of the land/facilities is strictly prohibited as it qualifies as revenue diversion.

To ensure transparency, the 14.6 acre waste disposal site, the 6000 sq ft emergency management services site, the 12.44 acres dedicated to airport ballfields, and the 24.5 acre Sanborn Lake Park areas, and any other airport properties utilized by the City currently or in the future should reflect rents that have been properly monetized, and the airport should focus on achieving financial sustainability by clearly identifying the actual subsidy provided by the City.

T–Hangars

The airport operates two T-hangar facilities, each containing 10 units. T-Hangar 1 offers units of 1,247 square feet, while Hangar 2 features units of 1,375 square feet. Both types currently lease for $250 per month, a rate that has remained unchanged from FY 2023 through FY 2026.

Office Space

Stillwater Flight Center, Inc. (SFCI) currently leases the office in T-Hangar #1 located in the north wing of the building along with unit 10 under a 10-year agreement that will expire on May 30, 2028. SFCI utilizes these facilities for managing Flight Center operations and for storage purposes. The existing lease includes two options to extend for an additional five years each. Rent for the leased square footage is outlined in the lease agreement.

T-Hangar #2 has two small storage areas located on either end of the building. The western storage area is used by SFCI as storage (rent free), and the eastern storage room being utilized by SWO as equipment storage.

KSA will assess rental rates at comparable airports to identify the optimal monthly rent for these T-Hangar facilities, excluding the SF associated with SCFI. Given the larger unit size, KSA will also consider a modest rate increase for T-Hangar 2.

Fuel Flowage Fee

The City of Stillwater sells fuel to the Stillwater Flight Center, Inc. (FBO) and Phillips 66 (corporate fueler). Fuel flowage fees are assessed to the FBO and corporate fueler based on the volume of fuel delivered to them. The current rate is $0.20 per gallon for both AV Gas and Jet A Fuel.

KSA will conduct a survey of rates imposed at competitive and local airports, as these may be more appropriate for comparison than the rental rates for similar properties at the subject or comparable airports.

Stillwater Regional Airport
Terminal: 2020-1 West Airport Road Administration:
3304 N. Airport Industrial Access Rd.
Stillwater, Oklahoma 74075

Office: 405.372.7881
Fax: 405.372.8460

www.FlyStillwaterOk.com

FY27 Rates and Charges

Service	Description	Rate
ADMINISTRATIVE FEES		
Conference Room Rental	Small Conference Room Large Conference Room	$ 30/Hr. $ 45/Hr.
Airport Identification /Access Card	SIDA/Sterile (new and renewal) AOA Badges (new and renewal) Replacement of Damaged No-Return terminated/expired Driver Access (up to 2 vehicles)	$ 80.00 $ 60.00 $ 20.00 $ 50.00 $ 20.00
Security Violations	1st Violation 2nd Violation 3rd Violation	$ 50.00 $ 100.00 $ 200.00
Lost Badges	1st Violation 2nd Violation 3rd Violation	$ 70.00 $ 120.00 $ 220.00
Airport Security Escort Fee	*Hourly fee, per employee, for providing on-airport escort.* *(1 hour minimum)*	$ 50.00 / Hour
Holiday and/or After-Hours Staffing Fee	Hourly employee rate for holiday or after-hours minimum required staffing **Holidays defined as those observed by the City of Stillwater; after hours defined as between the hours of 11pm and 4am.*	$ 75/hour* ***2 hour minimum for callback***
Fuel Flowage Fee	AV Gas and Jet A Fuel	$ 0.206
Lock Change Fee	Re-key lock and replace key(s) **Lost Key(s) require Lock Change*	Actual cost per occurrence
Land Rental	Aeronautical ground rent Non-aeronautical ground rent	$ 0.30 psfpy $ 0.29 psfpy
Hay & Pasture Lease	Per Bid	Per Bid

DRAFT

AIRCRAFT PARKING/HANGAR FEES SE=Single Engine ME=Multi-Engine		
Tie-Down/Ramp Parking *Discount may apply to flight schools with multiple aircraft*	**SE or ME Nightly*** **TURBO/JET Nightly*** **Non-Signatory/Nightly** **Signatory/Nightly** **Based SE or ME-Monthly**	$ 15/night $ 37.50/night $ 0.60/1000 lbs/night Included in Agreement $ 150
T-Hangar 1 (Total 12,470 SF)	**SE or ME Monthly**	$ 300
T-Hangar 2 (Total 13,750 SF)	**SE or ME Monthly**	$ 325
Port-A-Port Hangars	**SE or ME Monthly**	$ 200
LANDING/FACILITY FEES		
Landing Fee	0 – 4,999 LBS 5,000 LBS + (Scheduled) 5,000 LBS + (Non- Scheduled)	$ 0.00 $ 1.50 / 1,000 LBS* $ 1.88/ 1,000 LBS
Terminal Space	**** Signatory Airline Rates Negotiated***	$ 25 / SQ FT*

DRAFT

Unscheduled Air Carrier: Charter/Facility Fees 24 HRS PPR FOR UNSKED ACFT OPS WITH MORE THAN 9 PAX CALL AMGR 405-533-2222 Submit PPR form at https://stillwaterok.gov/663/PPR-Request-Form		
Level 1 Facility Fee	Screening Set-Up Not- Required; facility and ramp access with required staffing.	$ 300.00
Level 2 Facility Fee	Screening Set-Up Required but Screeners NOT provided by airport; facility and ramp access with required staffing	$ 565.00
Level 3 Facility Fee	Screening Set-up Required and up to 5 Screeners provided by airport (4 plus 1 supervisor); Facility and ramp access with required staffing.	$ 2,000.00 * *$200.00 extra per additional screener requested* *$35/hr/screener for delays over 120 minutes.* *50% charge for cancellations within 4-12 hours of flight;* *100% charge for cancellations less than 4 hours prior to flight;* ** Rates may be adjusted due to screening cost increase*
ARFF Standby (Non-scheduled and/or non-signatory support)	ARFF Standby Index A or B ARFF Standby Index C	$ 270.00* $ 540.00* *Plus actual materials/cleaning cost

DRAFT

OTHER FEES		
Spill Containment and Clean Up Fee	Hourly fee per employee, for spill mitigation requiring activation of the SWO Spill Prevention Control and Countermeasure Plan (SPCCP)	Actual cost per occurrence
Rolling Stairs Fee		$ 35.00 per use
Jet Bridge Fee		$ 100.00 per use
Truck Stairs Fee		$ 250.00 per use

FY27 CPI Adjustment
3.56%

DRAFT

RESOLUTION CC-2026-19; SUA-2026-4

A RESOLUTION AMENDING THE CITY OF STILLWATER BOOK OF FEES BY ESTABLISHING FEES FOR MOBILE FOOD ESTABLISHMENTS AND ADOPTING THE STILLWATER REGIONAL AIRPORT FY2027 RATES AND CHARGES SCHEDULE

WHEREAS, the City of Stillwater has established a "Book of Fees" which is comprehensive fee schedule that sets forth the rates, charges, and fees of the City of Stillwater and its public trusts to promote efficiency and improve the annual review process; and

WHEREAS, the City is working through a process to compile all existing rates, charges, and fees to the Book of Fees in order to have one comprehensive document; and

WHEREAS, 63 O.S. § 1-1151 authorizes the City to issue a local license in recognition of a state license and to require a special permit and payment of fees to operate in a public park, and it has been determined that an annual license fee and park permit fee should be established as reasonable and appropriate to ensure sufficient recovery of the administrative cost of issuing the license or permit; and

WHEREAS, pursuant to Stillwater City Code Sec. 8-23(a), the Stillwater Regional Airport Advisory Board (SRAAB) is charged with annually reviewing the schedule of airport rates and charges, the consumer price index and all other metrics and measures used for leases and other multi-year agreements and making necessary recommendations regarding these items to the City Council for the upcoming fiscal year; and

WHEREAS, Stillwater Regional Airport conducted a Rates and Charges study to review current rates and charges at the airport, and it has determined that revisions to the rates and charges and consumer price index adjustment, are necessary and appropriate for the operation of the airport and SRAAB has recommended approval of the FY27 Rates and Charges for Stillwater Regional Airport.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY THAT:

Section 1. The annual Food Establishment License Fee and Mobile Food Establishment Park Permit Fee are hereby approved as set forth in the Book of Fees attached hereto.

Section 2. The FY27 Rates and Charges for Stillwater Regional Airport are hereby approved as set forth in the Book of Fees attached hereto.

Section 3. All existing rates, charges, and fees of the City of Stillwater and its public trusts shall remain in full force and effect until such time as they are included in the Book of Fees by further resolution.

APPROVED AND ADOPTED THIS 20TH DAY OF JULY 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
William H. Joyce
Mayor

(SEAL)
ATTEST:

_____
Teresa Kadavy
City Clerk

STILLWATER UTILITIES AUTHORITY
a Public Trust

_____
William H. Joyce
Chair

(SEAL)
ATTEST:

_____
Teresa Kadavy
Secretary

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF JULY 2026.

_____
Kimberly Carnley
City Attorney/General Counsel

CITY OF STILLWATER

BOOK OF FEES

TABLE OF CONTENTS

CITY CLERK
DEVELOPMENT SERVICES
STILLWATER REGIONAL AIRPORT
UTILITY & BILLING SERVICES

CITY CLERK

Mobile Food Establishments		
Mobile Food Establishment License	$50.00/year	City Code § 12-59(b)
Mobile Food Establishment Park Permit	$15.00/day	City Code § 12-60(c)

DEVELOPMENT SERVICES

Short-Term Rentals		
Annual Short-Term Rental License	$250.00	City Code § 23-115.3(4)

STILLWATER REGIONAL AIRPORT

FY27 Rates and Charges City Code §§ 8-23; 8-28		
Service	**Description**	**Rate**
ADMINISTRATIVE FEES		
Conference Room Rental	Small Conference Room Large Conference Room	$ 30/Hr. $ 45/Hr.
Airport Identification /Access Card	SIDA/Sterile (new and renewal) AOA Badges (new and renewal) Replacement of Damaged No-Return terminated/expired Driver Access (up to 2 vehicles)	$ 80.00 $ 60.00 $ 20.00 $ 50.00 $ 20.00
Security Violations	1st Violation 2nd Violation 3rd Violation	$ 50.00 $ 100.00 $ 200.00
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Hay & Pasture Lease	Per Bid	Per Bid

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Tie-Down/Ramp Parking *Discount may apply to flight schools with multiple aircraft*	**SE or ME Nightly*** **TURBO/JET Nightly*** **Non-Signatory/Nightly** **Signatory/Nightly** **Based SE or ME-Monthly**	$ 15/night $ 37.50/night $ 0.60/1000 lbs/night Included in Agreement $ 150
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Level 2 Facility Fee	Screening Set-Up Required but Screeners NOT provided by airport; facility and ramp access with required staffing	$ 565.00
Level 3 Facility Fee	Screening Set-up Required and up to 5 Screeners provided by airport (4 plus 1 supervisor); Facility and ramp access with required staffing.	$ 2,000.00 * *$200.00 extra per additional screener requested* *$35/hr/screener for delays over 120 minutes.* *50% charge for cancellations within 4-12 hours of flight;* *100% charge for cancellations less than 4 hours prior to flight;* ** Rates may be adjusted due to screening cost increase*

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Spill Containment and Clean Up Fee	Hourly fee per employee, for spill mitigation requiring activation of the SWO Spill Prevention Control and Countermeasure Plan (SPCCP)	Actual cost per occurrence
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Truck Stairs Fee		$ 250.00 per use

FY27 CPI Adjustment

3.56%

UTILITY & BILLING SERVICES

INSTALLATION AND RECONNECTION FEES City Code § 41-50		
Processing Fee: New Service Installation During Normal Working Hours (Billed to Account)	Electric Service	$15.00
	Water Service (without Electric Service)	$55.00
	Garbage Service Only	$15.00
Processing Fee: New Service Installation After Normal Working Hours (Prepaid by Check or Money Order)	Electric Service and/or Water Service	$60.00
Disconnect Fee for Non-Payment or Failure to Complete Temporary Service Arrangements	Electric Service	$15.00
	Water Service (without Electric Service)	$55.00
	Garbage Service Only	$15.00
Reconnection Fee: During Normal Working Hours (Billed to Account)	Electric Service	$15.00
	Water Service (without Electric Service)	$55.00
	Garbage Service Only	$15.00
Reconnection Fee: After Normal Working Hours (Prepaid by Check or Money Order)		$55.00
Replacement Fee for Water Meter Removed to Avoid Base Charge (Prepaid)		$55.00
Installation, Removal, or Relocation Fee of a Hydrant Meter Assembly		$125.00
Customer Service Fee for the Purchase of Bulk Water		$10.00 per load

ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT FEES City Code § 41-50	
Enrollment Fee for AMI Opt-Out Customers[1]	$55.00
Change Meter Fee for AMI Opt-Out Customers[2]	$55.00
Monthly Recurring Fee for AMI Opt-Out Customers	$28.00

MISCELLANEOUS FEES AND CHARGES City Code §§ 41-50; 41-699	
Electric Meter Test Fee	$55.00 per test
Water Meter Test Fee	$150.00 per test for ¾-inch and 1-inch meters; meters greater than 1-inch billed at actual cost
Penalty Fee[3]	10% of outstanding balance, not to exceed $2,500.00
Returned Check, Bank Draft, or Electronic Payment Fee	$50.00
Stop Payment Fee[4]	$50.00 (90 days or less); $0 (more than 90 days)
Cut-Off Notice Fee[5]	$5.00 per notice

[1] The Enrollment Fee for AMI Opt-Out Customers applies each time a customer establishes service at a new location.
[2] The Change Meter Fee for AMI Opt-Out Customers applies when a meter or Meter Transmission Unit (MTU) must be removed or installed to accommodate AMI opt-out status. A customer returning to AMI service for the first time shall not be charged the Change Meter Fee. Subsequent opt-in or opt-out requests requiring a meter change or MTU installation shall be subject to the fee.
[3] The Penalty Fee shall be calculated based on the customer's total outstanding utility account balance when the monthly bill is determined to be past due.
[4] No Stop Payment Fee shall be assessed if more than 90 days have elapsed since the check issuance date.
[5] No Cut-Off Notice Fee shall be charged for the first notice issued during any 12-month period.

UTILITY DEPOSITS City Code § 41-50		
Residential Deposit Schedule		
Any Service or Combination of Services **without** electricity	No Risk	$0.00
	Minimum Risk	$50.00
	Maximum Risk	$100.00
"Senior Citizen" (Over 62 and living in the residence for which service is being requested)	No Risk	$0.00
	Minimum Risk	$50.00
	Maximum Risk	$200.00
Any Service or Combination of Services **with** Electricity	No Risk	$0.00
	Minimum Risk	$100.00
	Maximum Risk	$200.00
Additional Deposit for Accounts Disconnected for Non-Payment[6]		$25.00
Commercial Deposit / Non-Residential Schedule		
Initial Commercial / Non-Residential Deposit[7]		2-Month Billing Average; Minimum $100.00
Additional Deposit Due to Payment History		3-Month Billing Average
Additional Deposit for Accounts Disconnected for Non-Payment[8]		3-Month Billing Average **or** $100.00 if maximum deposit amount has been reached
Hydrant Meters		
Deposit		$2,000.00

[6] Accounts disconnected for non-payment or for which a service technician has been dispatched to disconnect service, shall be required to pay an additional $25.00 towards the deposit once the maximum amount has been reached.
[7] Commercial / Non-Residential Deposits shall be collected in an amount equal to the customer's actual or estimated 2-month billing average, as determined from City records, with a minimum deposit of $100.00.
[8] Accounts for which a service technician has arrived at a location to disconnect service for non-payment, shall pay the amount necessary to bring the account to the maximum deposit amount (three months average) or an additional $100.00 if the maximum amount has been reached.

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	8.b. CC-26-131
Previous/Related Action:	
Background/Issue:	This grant was established to fund Oklahoma Homeland Security, specifically for the creation of the Oklahoma Counterterrorism Intelligence Center (OCTIC). OCTIC is responsible for collecting and analyzing data at local, state, federal, and international levels to protect the citizens of Oklahoma. Initially, the grant was awarded to various communities within Oklahoma, which were tasked with collecting and disseminating information. Recognizing the benefits of a centralized facility, these communities collaborated to establish OCTIC. The grant is awarded annually to the City of Stillwater and other communities across Oklahoma that sign a Memorandum of Understanding (MOU), authorizing OCTIC to operate and share intelligence. Stillwater is a significant beneficiary of this MOU and the shared information.
Proposal/Solution:	Approve Resolution No. CC-2026-20
Financial Source/Impact:	There will be no impact to the City of Stillwater.
Related Pillar(s):	
Recommended Action/Motion:	Approval of RESOLUTION NO. CC-2026-20
Prepared By:	Rob Hill, Director of Emergency Management
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 2026-20 2025 Homeland Security Grant Program
2. 2025 Info Sharing MOU - Soft Target Crowded Places Stillwater 7-8-26

RESOLUTION NO. CC-2026-20

A RESOLUTION AUTHORIZING THE CITY OF STILLWATER TO ACCEPT LOCAL FUNDING FROM THE 2025 STATE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF $1,311,613 AND TO DESIGNATE THE STATE OF OKLAHOMA, SPECIFICALLY THE OKLAHOMA OFFICE OF HOMELAND SECURITY, AS THE AGENT FOR THE LOCAL SHARE OF GRANT FUNDING FOR THE PURPOSE OF FUNDING PLANNING AND OPERATIONAL OVERSIGHT COSTS OF THE OKLAHOMA COUNTER TERRORISM INTELLIGENCE CENTER (OCTIC) AND SOFT TARGETS AND CROWDED PLACES FUNDING FOR THE PURPOSE OF ENHANCING SECURITY MEASURES AND GIS SYSTEM MAINTENANCE AND ENHANCEMENTS; AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the U.S. Department of Homeland Security guidelines require 80% of Homeland Security funds to be awarded to local units of government; and

WHEREAS, if requested by a local jurisdiction, the State may retain a portion of the local share of grant funds for equipment used by the State and/or for planning, exercise, and training activities that are coordinated by the State for the benefit of local units of government; and

WHEREAS, the 2025 State Homeland Security Program assists state and local governmental efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism; and

WHEREAS, the 2025 State Homeland Security Program funds will be used to fund planning and operational oversight costs of the OCTIC, which may include funding for the fusion center analysts and program management costs for the benefit of all law enforcement agencies and other first responders in the state, and Soft Targets and Crowded Places funds will be used to enhance security measures for critical assets and GIS system maintenance and enhancements; and

WHEREAS, accepting the local funding from the 2025 State Homeland Security Program and designating the State of Oklahoma, specifically the Oklahoma Office of Homeland Security, as the agent for the local share of grant funding is in the best interest of the city.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT THE FOLLOWING IS HEREBY APPROVED:

Section 1. The City of Stillwater is hereby authorized to accept local funding from the 2025 State Homeland Security Program in the amount of $1,311,613.

Section 2. The City of Stillwater is hereby authorized to designate the State of Oklahoma, specifically the Oklahoma Office of Homeland Security, as the agent for the local share of grant funding for the purpose of funding planning and operational oversight costs of the Oklahoma Counter Terrorism Intelligence Center and Soft Targets and Crowded Places funding for the purpose of enhancing security measures for critical assets and GIS system maintenance and enhancements.

Section 3. The Mayor or Vice-Mayor is hereby authorized to execute the Memorandum of Understanding between the City of Stillwater and the Oklahoma Office of Homeland Security.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 20th day of July, 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20th DAY OF JULY, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING
2025 STATE HOMELAND SECURITY PROGRAM
DESIGNATION OF THE STATE AS THE AGENT FOR THE LOCAL SHARE OF GRANT FUNDING

Generally, DHS guidelines require 80% of Homeland Security funds to be awarded to local units of government. However, if requested by a local jurisdiction, the State may retain a portion of "Local" grant funds for equipment used by the State and/or for planning, exercises and training activities that are coordinated by the State for the benefit of local units of government.

I, as the duly authorized official of the City of Stillwater, Oklahoma, have read and understood the Federal FY 2025 Homeland Security Grant Program (the 2025 Grant) Guidance and Application Kit, which can be found at the following web address:

https://www.fema.gov/grants/preparedness/homeland-security/fy-25-nofo

On behalf of the City of Stillwater, I hereby accept $1,311,613.00 of the 2025 Grant local funding and assign this funding to the State of Oklahoma, specifically the Oklahoma Office of Homeland Security (OKOHS), to fund planning and operational oversight costs of the Oklahoma Counter Terrorism Intelligence Center (OCTIC), which may include funding for the fusion center analysts and program management, GIS system, and Soft Targets and Crowded Places capabilities and program management.

Program(s) Title: Oklahoma Counter Terrorism Intelligence Center (OCTIC)
Soft Targets and Crowed Places

Description(s): The 911 Commission recommended that each state establish a Fusion Center as a central point, for sharing and analysis of information. Funds will be utilized to fund salary/benefits, training costs for analysts, operational oversight costs and program management costs for the benefit of all law enforcement agencies and other first responders in the state.

The Soft Targets and Crowded Places funding is used to enhance security measures for critical assets, including schools, houses of worship, and other public venues. This includes conducting comprehensive vulnerability assessments, developing strategic emergency response plans, and implementing targeted training programs to address workplace violence and protect critical infrastructure across the State. Additionally, funds support the maintenance and enhancement of the Geographic Information System (GIS) to provide geospatial analysis and mapping capabilities for identifying and prioritizing high-risk locations. Funds also support equipment purchases, training initiatives, planning efforts, and operational oversight, including program management and salary/benefits for dedicated personnel.

Local Authorizing Official/Point of Contact for the City:

Name: _____

Position: _____

Signature: _____

Date: _____

Phone/E-mail: _____

State Administrative Agency (SAA) Official/Point of Contact:

Name: Rohit Rai

Director

Signature: _____

Date: _____

Return to: Oklahoma Office of Homeland Security
PO Box 53004
Oklahoma City, OK 73152
405.425.7296

RESOLUTION NO. CC-2026-21

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING SUBMISSION OF APPLICATION FOR FY2026 AIRPORT INFRASTRUCTURE GRANT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; APPROVING THE ASSOCIATED BUDGET AMENDMENT FOR THE REQUIRED SPONSOR MATCH; AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE GRANT DOCUMENTS

WHEREAS, the Infrastructure Investment and Jobs Act provides approximately $15 billion for airport related projects as defined under the existing Airport Infrastructure Grant (AIG) and Passenger Facility Change criteria; and

WHEREAS, AIG funds can be invested in runways, taxiways, safety and sustainability projects, as well as terminal, airport-transit connection and roadway projects; and

WHEREAS, approximately $2.89 billion of AIG funds will be administered by the Federal Aviation Administration (FAA) through the AIG program to airport sponsors for airport infrastructure improvements; and

WHEREAS, Stillwater Regional Airport intends to apply for FY2026 AIG funds in support of design and rehabilitation of RWY 17/35 and TWY A; and

WHEREAS, the estimated total project cost is $175,502; and

WHEREAS, the anticipated cost share under the FAA FY2026 AIG grant is as follows: FAA: $166,726 and City of Stillwater: $8,776 (5% sponsor match); and

WHEREAS, these improvements will enhance operational efficiency and safety of airport users.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT:

Section 1: The City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for FAA FY2026 AIG funds in an amount not-to-exceed $175,502 (FAA: $166,726; City of Stillwater $8,776) and payment of matching funds.

Section 2: The City of Stillwater hereby approves the attached Budget Amendment to appropriate funds for the required sponsor match.

Section 3. The Mayor or Vice-Mayor is hereby authorized to execute all necessary project documents including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contract, and other related documents as may be required to secure funding and construct said airport project.

PASSED AND ADOPTED THIS 20TH DAY OF JULY 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF JULY 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2027

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/14/2026

Department: Airport **Requested by:** Kellie Reed

Explanation:

Expenditure:
Appropriate funds for the City of Stillwater's cost share for FY2026 AIG funds in support of design and rehabilitation of RWY 17/35 and TWY A. Funding is from the Airport Grant Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	RWY 17/35 & TWY A Rehab/Constru	8207010 - 54009	27AP01820	$ 0	$ 8,776	$ 8,776
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 8,776

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 7/14/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

--Print on Yellow Paper--

KS F:\Finance\HUB Forms\Budget Amendment Form Last Updated: 04/05/2019

RESOLUTION OF THE CITY OF STILLWATER OKLAHOMA
RESOLUTION # CC-2026-22
July 20, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER TO RETAIN MCAFEE & TAFT AS ITS COUNSEL TO PURSUE CLAIMS RELATED TO FIRE TRUCK MANUFACTURERS AND OTHER POSSIBLE DEFENDANTS FOR ANTITRUST VIOLATIONS AND OTHER CLAIMS, AND TO AUTHORIZE ITS MAYOR OR CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION WITH FUTURE LITIGATION OR SETTLEMENTS.

WHEREAS, increased prices and reduced production times in fire truck manufacturing has harmed the City of Stillwater, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of the Fire Truck Manufacturers and other defendants.

WHEREAS, the City of Stillwater, Oklahoma, desires to retain McAfee & Taft to represent it in connection with any claims against Fire Truck Manufacturers and potential other defendants that have caused increased prices of fire trucks and delays in the production of fire trucks.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED, that the City of Stillwater, Oklahoma hereby elects to, and approves, retaining McAfee & Taft to represent it in claims against the Fire Truck Manufacturers or others that have caused harm to the City due to increased prices of fire trucks and delays in fire truck production, as well as other fire prevention apparatuses, and authorizes its Mayor or City Manager to execute any documents in connection with future litigation or settlements with any of the defendants.

The City of Stillwater, Oklahoma adopts the above Resolution on the 20th day of July, 2026.

CITY OF STILLWATER, OKLAHOMA

_____
William H. Joyce, Mayor

ATTEST:

_____
Teresa Kadavy, City Clerk

APPROVED:

_____
Kimberly Carnley, City Attorney

RESOLUTION NO. CC-2026-23

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT T-HANGAR #1 LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND STILLWATER FLIGHT CENTER INC. TO STILLWATER FLIGHT CENTER LLC; PROVIDING LESSEE CONSENT TO COLLATERAL ASSIGNMENT AND LEASEHOLD MORTGAGE AS REQUIRED BY THE TERMS OF THE LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE

WHEREAS, pursuant to the Stillwater Regional Airport T-Hangar #1 Lease Agreement dated April 2, 2018, Stillwater Flight Center Inc. is the Lessee of a certain building at Stillwater Regional Airport known as “T-Hangar #1” and as more particularly described therein for the purpose of maintaining offices and/or storage for its fueling and aircraft servicing operations; and

WHEREAS, WW Aviation LLC is acquiring 100% ownership of Stillwater Flight Center and intends to assign the Lease Agreement to Stillwater Flight Center LLC concurrent with or immediately after closing the transaction; and

WHEREAS, Section 12.2 of the Agreement requires prior written consent by Stillwater Regional Airport prior to assignment of the T-Hangar #1 Lease Agreement; and

WHEREAS, Stillwater Flight Center Inc. has requested written consent to assign the T-Hangar #1 Lease Agreement to Stillwater Flight Center LLC in connection with this change of ownership; and

WHEREAS, Stillwater Flight Center LLC has requested written consent for the collateral assignment and filing of a leasehold mortgage in connection with this change of ownership as required by Section 6.1 of the Lease;

WHEREAS, Stillwater Regional Airport finds it appropriate and desirable to provide consent to assign the T-Hangar #1 Lease Agreement and for the collateral assignment and filing of a leasehold mortgage.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT:

Section 1: The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to Lessee assigning the T-Hangar #1 Lease Agreement dated April 2, 2018, to Stillwater Flight Center LLC.

Section 2: The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to the collateral assignment of the lease to InterBank and the further filing of a leasehold mortgage.

Section 3: The City Manager is hereby authorized to sign any related document, including any assignment agreement or addendums to the lease that are necessary and appropriate for such purpose.

PASSED AND ADOPTED THIS 20TH DAY OF JULY 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF JULY 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

STILLWATER REGIONAL AIRPORT
T-HANGAR # 1 LEASE AGREEMENT

This agreement is entered into between the City of Stillwater, Oklahoma, a municipal Corporation ("City"), acting through Stillwater Regional Airport Authority, ("SRA"), and Stillwater Flight Center Inc., 2020-3 West Airport Road, Stillwater, Oklahoma 74075 ("Lessee").

RECITALS:

1. The City of Stillwater is a municipal corporation established under the laws of the State of Oklahoma.

2. The City of Stillwater owns and operates through the Stillwater Airport Authority, land and certain aviation facilities known as "Stillwater Regional Airport."

3. SRA desires to lease a certain building at Stillwater Regional Airport known as "T-Hangar 1" and more specifically described herein on Exhibit "A" for aviation purposes as hereinafter defined, and Lessee desires to lease from SRA for a term of years at the hereinafter defined premises, specifically to maintain offices and/or storage for fueling and aircraft servicing operations.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, SRA and Lessee do hereby agree as follows:

ARTICLE I
Definitions

Section 1.1 Definitions. Throughout this Agreement, these words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

a. *Agreement* means this lease Agreement between SRA and Lessee;
b. *Airport* means Stillwater Regional Airport;
c. *Airport Improvements* means those improvements identified on an approved Airport Layout Plan;
d. *EPA* means the United States Environmental Protection Agency and all federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
e. *FAA* means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
f. *FAR* means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA;
g. *Governmental Requirements* means all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings, including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either, Stillwater Regional Airport Authority; the City of Stillwater; the State of Oklahoma, or other governmental entities to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon.
h. *Leased Premises* means the land area described and illustrated on Exhibit "A."

i. *Leasehold Improvements* means all improvements made by the Lessee(s) to the Leased Premises, except for "trade fixtures" as described herein.
j. *Term* means the period of time that this Agreement shall be in effect, as set forth in Sections 2.1 and 2.2;
k. *TSA* means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

ARTICLE II
Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for ten (10) years, commencing on June 1, 2018, and expiring on May 30, 2028, unless otherwise terminated or canceled as provided herein.

Section 2.2 Survival of Obligations. All obligations under this Agreement which have been incurred by Lessee, or with respect to which Lessee shall be in default, shall survive any termination or cancellation of this Agreement, unless waived or released in writing by SRA.

Section 2.3 Option to Extend. Lessee shall have the option to extend this Lease for two (2) additional five (5) year terms. *(Extension Period 1: June 1, 2028 – May 30, 2033 and Extension Period 2: May 30, 2033 – June 1, 2038)* During the period commencing one (1) year prior to the expiration date of this Agreement, or extension thereof, and ending one hundred twenty (120) days prior to the expiration date of this Agreement or the current extension period ("option period"), Lessee shall have the option to extend the Term of this Agreement, for an extended period of five (5) years, subject to the following terms and conditions:

a. Lessee shall not be in default of this Agreement;
b. Lessee shall deliver timely written notice of its exercise of the option to SRA;
c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term period.

Section 2.4 Surrender of Possession. Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to SRA subject to the terms of Article VI, Section 6.3(b).

Section 2.5 Holding Over. If Lessee shall hold over after the termination of this Agreement, SRA, at its sole discretion, may allow Lessee to remain on the Leased Premises on a month-to-month basis as a tenant at will. During such tenancy, Lessee shall pay to SRA rentals, fees and charges at a rate set by SRA at the time the election to hold over is exercised by Lessee. Lessee shall be bound by all of the remaining provisions of this Agreement during any hold over tenancy.

Section 2.6 Lease Expiration. At the end of the Term, Lessee shall immediately and peaceably vacate the leased premises. Any and all Leasehold Improvements and/or constructed and/or attached by Lessee on the Leased Premises shall become the property of SRA, unless removed in accordance with Section 6.3 herein. Lessee agrees to execute any

and all documents necessary to convey title to any such improvement/fixture to SRA at said time.

ARTICLE III
Rentals, Fees and Charges

Section 3.1 Initial Rental Rate. From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base rental rate of Four Dollars and One Cent ($4.01) per square foot. The Leased Premises contain two thousand seven hundred eighteen (2718) square feet as identified in Exhibit "A" for an initial annual rental of Nine Hundred Eight Dollars and Forty Six Cents ($908.46) per month or Ten Thousand Nine Hundred One Dollars and Fifty Two Cents ($10,901.52) per year. Lessee shall pay a pro rata amount for any possession of the Leased Premises for less than one (1) year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1st day of July of each year of the Term.

Section 3.2 Subsequent Rental Rate--CPI; Improvement Cost Adjustment. Effective on each July 1st during the Term of this Agreement, the base ground rental rate shall be increased based upon the percentage increase in the National Consumer Price Index ("CPI") as published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency or entity. The annual base ground rental rate shall be adjusted to the nearest penny ($0.01). Additionally, the cost of any structural improvement(s) to the building paid for by SRA shall be added to the rental rate. The total amount of such increase shall equal the actual cost of the improvement(s) and shall be payable by Lessee in equal installments during the initial term of this Agreement. Said rate adjustment shall become effective upon payment for said improvement by SRA and written notice to Lessee of such rate adjustment. Lessee may cancel this Agreement upon one hundred twenty (120) days written notice to SRA if Lessee objects to su a rate increase.

Section 3.3 Rate Adjustment--Limitation. In any event, the rental rate for any succeeding rental period shall not be less than the rental rate established for the preceding rental period.

Section 3.4 Fees and Charges. Lessee shall pay to SRA as the same are or may be applicable to Lessee, the following fees and charges, for the use of services, privileges and facilities at the Airport:

a. Fuel Flow Fee. Lessee shall pay to SRA an Aviation Fuel Flowage Fee in the manner and amount established by ordinance and/or regulations.

b. Other. Lessee shall pay to SRA such other fees and charges as reasonably may be assessed for all other services, privileges or facilities used by Lessee at the Airport as established by SRA and published in the Schedule of Rates, Fees and Charges, including any amendments.

Section 3.5 License Contingent Upon Payment. The grant of the rights, licenses, facilities, services and privileges to Lessee under this Agreement, in each case, shall be subject to the full and timely payment of the rentals, fees and charges required to be paid by Lessee hereunder.

Section 3.6 Landlord's Lien. SRA shall have the first lien, paramount to all others, on every right and interest of Lessee in this Agreement, on all improvements, equipment and fixtures to the Leased Premises. The lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance, all and singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma. Aircraft stored on the Leased Premises are specifically excluded from this lien.

Section 3.7 Place of Payments. All sums payable by Lessee hereunder shall be delivered to:

2020-1 West Airport Road
Stillwater, Oklahoma 74075

Section 3.8 Delinquencies. In addition to any remedy available to it hereunder, SRA may impose as additional rent a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, if greater.

Section 3.9 Security Assurances. Concurrently with execution of this Agreement, Lessee shall obtain and deliver to SRA, unless specifically waived in writing by SRA, a good and sufficient corporate surety company bond or a bank irrevocable letter of credit ("Security Assurance") renewable for the Term hereof. Said Security Assurance shall serve the purpose of securing payment of all sums payable by Lessee to SRA hereunder and will be forfeited in whole or in part to satisfy a Lessee liability in the event of Lessee's failure to pay any rates, rentals, fees or charges of whatsoever nature due SRA and conditioned to ensure the faithful and full performance by Lessee of all its covenants, terms, conditions and obligations of this Agreement. Upon request of SRA, Lessee shall restore the Security Assurance to its original Amount. The Security Assurance shall be in the amount of fifty percent (50%) of the annual rental rates, fees and charges to be paid by Lessee pursuant to Section 3.1 hereof. The form, provisions and nature of the Security Assurance, and the identity of the surety, insurer or other obligor, shall be subject to the approval of SRA. In the event that SRA and Lessee hereafter agree to any amendment or modification of this Agreement, Lessee shall, if required by the terms of the Security Assurance, obtain the consent of the surety, insurer or other obligor hereunder, as the case may be, and shall adjust the amount of the Security Assurance to reflect any increase in the rentals, fees or charges payable by Lessee hereunder. The failure of Lessee to furnish (and keep in full force and effect) the Security Assurance, to renew the same, to adjust the amount thereof, or to obtain the consent of surety, insurer or obligor as heretofore set forth, shall constitute an event of default under this Agreement.

Section 3.10 Accord and Satisfaction. No payment by Lessee or receipt by SRA of a lesser amount than the rentals, percentage fees and/or charges or payment(s) due to be made by Lessee hereunder shall be deemed to be other than a payment on "account" of the rent, percentage fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rent fees and/or charges shall be deemed in accord and satisfaction, and SRA may accept such check or payment without prejudice to SRA's right to recover the balance of such rent percentage fees and/or charges or to pursue any other remedy provided in this Agreement.

Section 3.11 Utility Service. Lessee, at its own expense, shall be responsible for the installation, relocation, modification and maintenance of all utility services on the Leased Premises. Lessee shall pay as the same becomes due, all utilities and other charges incurred in the operations, maintenance, use, occupancy, repair and upkeep of the Leased Premises and the improvements located thereon.

ARTICLE IV
Lessor's Grants; Reservations

Section 4.1 Lease. SRA hereby offers and leases to Lessee, and Lessee hereby accepts and leases from SRA, the Leased Premises for the aviation purposes set forth in Section 5.1 hereof for the Term of this Agreement, subject to the provisions set forth herein. Lessee accepts the Leased Premises in the condition existing at the commencement of this Agreement.

Section 4.2 Avigation Easement. SRA also reserves for itself, and the City and its licensees, an avigation easement in, over and across the air space above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities. SRA reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with 14 C.F.R. Part 77 and other applicable standards or Governmental Requirements, together with the right to prevent Lessee or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport (other than any buildings to be constructed in compliance with the plans and specifications approved pursuant to Article VI hereof), which would conflict with such standards and Governmental Requirements.

LESSEE SHALL WAIVE, REMISE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH LESSEE MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST SRA OR CITY ON ACCOUNT OF OR ARISING OUT OF NOISE, VIBRATIONS, FUMES, DUST, FUEL, PARTICLES AND OTHER EFFECTS THAT MAY BE CAUSED OR MAY HAVE BEEN CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT OR ON THE AIRPORT OR IN AND NEAR THE AIRSPACE ABOVE THE LEASED PREMISES.

Lessee shall (a) not allow any tree or other vegetation to remain on the Leased Premises which encroaches upon or extends into the prohibited airspace or rights-of-way of the Airport; (b) use, permit or suffer the use of the Leased Premises is such a manner as to create electrical interferences with radio communication to or from any aircraft or between any airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the landing, taking off or maneuvering of aircraft; (c) not permit the construction of any facility or improvement which attracts or results in the concentration of birds which would interfere with the safe operation of aircraft in the airspace above the Leased Premises and at the Airport; and (d) not cause or permit any change in authorized land use hereunder that will reduce the compatibility of the noise compatibility program measures upon which Federal funds have been expended.

"Airspace" means for the purposes of this Section, any space above the ground level of the Leased Premises. "Aircraft" means for the purposes of this Section, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion, which powers said aircraft in flight. It is understood and agreed that the covenants and agreements in this section shall run with the land.

Section 4.3 Reservation of Mineral Rights. SRA reserves all right, title and interest in and to all minerals in, on or under the Leased Premises. Lessee shall not engage in any mining or drilling activities in, on or under the Leased Premises during the Term of this agreement. "Minerals" as used herein shall mean all mineral substances and deposits whether solid, gaseous, or liquid.

Section 4.4 Quiet Enjoyment. Unless Lessee shall have defaulted in his obligations hereunder, he shall have quiet enjoyment of the Leased Premises. Provided, however, SRA makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or that they will be suitable for Lessee's purposes and needs. SRA reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter and expand the Airport and all roadways, parking areas, terminal facilities, runways, taxiways and other aircraft operating areas as it may reasonably see fit, free from any and all liability to Lessee for damages of any nature whatsoever to Lessee occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport.

Section 4.5 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between SRA and Lessee; (b) to give SRA any interest in the business of Lessee; or (c) to grant to Lessee any powers as an agent or representative of SRA or the City, for any purpose or to bind SRA or the City.

Section 4.6 Right of Relocation. SRA shall have the right to relocate Lessee's Leased Premises including any improvements located thereon when necessary to accommodate the overall growth and development of the Airport. The need for such relocation shall be determined by SRA.

In the event such a relocation becomes necessary, Lessee shall be assigned a replacement area, if available, which is equivalent in size and amenities. Should Lessee disagree with the replacement location, Lessee shall have the right, within fifteen (15) calendar days of receipt of the written notice by the Airports Director of impending relocation, to provide written notice to the Airports Director that Lessee disagrees with the replacement location. Upon such written notice by Lessee, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith an attempt to resolve the matter to the satisfaction of both parties; however, if for any reason this issue is not resolved within thirty (30) days, SRA shall have the right to unilaterally decide the matter, and Lessee agrees to and shall abide by SRA's decision.

Should the Airports Director serve written notice on Lessee that Lessee is to be relocated, Lessee agrees it shall take or cause to be taken any and all actions as may be required to vacate its Leased Premises and surrender the same to SRA and begin serving the public from replacement location or remainder space upon written notice by the Airports

Director that said replacement premises are available for beneficial occupancy by Lessee. Lessee shall be responsible for moving its trade fixtures. If SRA requires Lessee to relocate its Leased Premises during the Term of this Agreement, the cost of the replacement service center site and improvements located thereon shall be borne by SRA.

Section 4.7 Termination of Agreement for Airport Purposes. Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, SRA hereby expressly reserves the right to terminate this Agreement upon a determination by SRA that the Leased Premises are needed for permanent Airport construction, or development, or improvements. Such construction, development or improvements shall be for airport and or aviation purposes only.

In the event that permanent Airport construction, development or improvement necessitates termination of this Agreement and the acquisition of Lessee's Leasehold Improvements and interest in the Leased Premises, Lessee shall surrender the Leased Premises to SRA within ninety (90) days from receipt of SRA's written notice of its intent to terminate the Agreement and acquire Lessee's Leasehold Improvements and interest in the Leased Premises. SRA shall use its best efforts to provide Lessee with replacement premises at the Airport at the rates not to exceed those provided in this Agreement and under the same terms and conditions as this Agreement or the then current lease agreement in use by SRA subject to the same periods of duration and renewal options of this Agreement. Relocation benefits shall be paid by SRA to Lessee in the manner required by applicable law.

In consideration of Lessee's surrender of the Leased Premises under this Section, Lessee shall receive, as complete compensation for Lessee's interest in the Leased Premises and Lessee's investment to construct improvements thereto, a sum equal to the cost of such improvements constructed by Lessee, less ten percent (10%) of said cost for each year that Lessee occupies the Leased Premises after such improvements are constructed by Lessee. Provided, that should Lessee occupy said premises for a period of eight (8) years from the effective date of this Agreement, Lessee shall be entitled to recover twenty percent (20%) of the cost of such improvements should Lessee surrender the Leased Premises after said date. Lessee hereby acknowledges that it shall not be entitled to damages due to loss of any type of income caused by the termination of this Agreement.

ARTICLE V
Use

Section 5.1 Use of Leased Premises. Lessee shall use the Leased Premises for the express and limited purpose of maintaining offices and/or storage for its fueling and aircraft servicing operations located on the Airport. Provided, that should SRA authorize the subletting of all or any portion of the Leased Premises by Lessee during the term of this Agreement for another aviation purpose, then such purpose shall also be an authorized use of the Leased Premises. Lessee shall have a *non-exclusive* license to use, in common with others, the access roads or designated taxiways or taxi lanes as aircraft operations will safely permit for purposes of ingress and egress to the Leased Premises and the public facilities of the Airport to carry on its fueling and/or aircraft servicing operations as authorized by this agreement and Stillwater Regional Airport Authority Building Lease Agreement SRA 2008-2, or any successor

agreement. SRA reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to Lessee.

Section 5.2 General Use of the Airport. Subject to terms, conditions and covenants hereof, and provided that Lessee is not in default of this Agreement, Lessee shall be entitled to use, on a *non-exclusive* basis, public areas of the Airport including runways, taxiways, taxi lanes, aprons, lighting, navigation aids, and other facilities necessary for the operation of the aircraft.

Section 5.3 Fueling Operations. Lessee shall be entitled to fuel and service aircraft as a fixed base operator on Airport property during the term of this Agreement. In addition to any other requirements set forth in this Agreement, Lessee shall comply with all Governmental Requirements, including without limitation, those of the Environmental Protection Agency, for fuel tanks, fuel storage, the transportation of fuel and fuel pumping facilities.

Section 5.4 Safety and Security Plan. Lessee, at its sole cost and expense, shall comply with any airport safety and security plan established by SRA. Lessee shall require all invitees entering the Leased Premises to comply with any such plan and all applicable Governmental Requirements pertaining to security and safety.

Section 5.5 Limitations on Signage. Lessee shall not erect, maintain or display signs or advertising or graphics at or on the exterior parts of the Leased Premises, or inside the Leased Premises, so as to be visible outside the Leased Premises, without the prior, written approval of SRA. Exterior signs affecting public safety and security shall be erected, maintained and/or displayed in accordance with applicable Governmental Regulations. If SRA has not granted approval for said signage, Lessee shall within five (5) days of receipt of written notice by SRA, remove, obliterate, or paint out any and all advertising signs, posters, graphics and similar devices placed by Lessee on the Leased Premises. Should Lessee fail to so remove, obliterate or paint out each and every sign, poster, graphic or piece of advertising designated by SRA in said written notice and restore the Leased Premises to its prior condition, SRA may effect such removal and Lessee shall pay the entire cost thereof to SRA on demand.

ARTICLE VI
Improvements to the Premises

Section 6.1 Title to Existing Improvements. Title to all improvements (except the building and any other improvements owed by SRA or City) currently located on the Leased Premises and Leasehold Improvements constructed by the Lessee during the Term of this Agreement as hereinafter set forth, shall be and remain in Lessee during the Term of this Agreement and any extended period. Title to any such Leasehold Improvements shall vest with SRA upon expiration of this Agreement as set forth in Section 2.6 herein. Lessee shall not sell, convey, mortgage, gift, or devise the Leasehold Improvements without SRA consent.

Section 6.2 Removal or Alteration of Airport Structures on Leased Premises. Lessee shall not remove or otherwise permanently alter any improvement to the Leased Premises that is owned by SRA or the City without prior written consent of SRA. Lessee shall

request permission in writing to remove or alter such improvements during the term of this Agreement, or at the termination or expiration thereof.

Section 6.3 Removal or Alteration of Improvements on Leased Premises. Removal of any building, hangar, or other structure constructed on the Leased Premises by Lessee during the term of this Agreement shall require the additional consent of the Stillwater City Council. The entire cost of any removal, storage, maintenance, transportation and/or disposal of any Leasehold Improvement shall be paid by Lessee. Upon termination or expiration of this Agreement, SRA may require Lessee to remove Lessee's Improvements. In such event, Lessee shall restore the Leased Premises to an unimproved condition and shall pay the entire cost of such removal and/or restoration. If Lessee fails to so remove any such improvement, SRA may, at its sole discretion, cause such improvement(s) to be removed from the Leased Premises and the entire cost of removal and/or restoring said Leased Premises shall be paid by Lessee. Provided, that this requirement shall not apply to any trade fixture that is not permanently attached to the Leased Premises.

Section 6.4 Construction of New Improvements. Lessee shall have the right to construct new improvements on the Leased Premises in accordance with the terms and conditions of this Agreement. Lessee shall not construct any improvements to the Leased Premises without submittal to, and approval of, all plans and specifications by SRA as hereinafter set forth. All plans and specifications for new improvements on the Leased Premises shall be prepared by Lessee in compliance with applicable Governmental Requirements. Lessee shall furnish to SRA copies of permits and licenses needed for construction. A construction application, in a form prepared by Authority, together with plans and specifications, shall be submitted by Lessee to SRA for approval. Thereafter, SRA shall have thirty (30) days after receipt within which to approve the plans and specifications, or to notify Lessee of any objections thereto. Each objection and the ground therefor, shall be stated separately. Lessee shall have a reasonable time thereafter within which to make any revisions to remove SRA's objections. Upon SRA's receipt of the final plans and specifications, SRA shall have thirty (30) days within which to approve or reject Lessee's revised proposal. After SRA's approval of the final plans and specifications, Lessee may proceed with construction. Construction shall be substantially in accordance with the approved plans and specifications. Upon completion of construction, Lessee shall furnish to SRA one (1) complete set of reproducible "as built" plans and specifications in digital format.

Section 6.5 Adverse Effect of New Improvements. New improvements on the Leased Premises shall not be constructed in a manner which may adversely affect existing improvements, other Airport tenants, Airport property, or other property contiguous to the Airport.

Section 6.6 Inspection. SRA and/or the City, or the authorized representative of SRA or City, shall have the right to inspect the Leased Premises during all reasonable hours, or in case of emergency, at any time.

Section 6.7 Weight Limitations. Lessee hereby specifically acknowledges that the roadways, taxi lanes, taxiways, ramps and aprons located on the Airport wherein the Leased Premises are located are stressed for designated maximum gross weights. Lessee shall be responsible for all damage or destruction caused by utilization of said Airport roadways, taxi

lanes, taxiways, ramps and aprons by aircraft or vehicles operated by Lessee or invitees in excess of the maximum gross weights.

Section 6.8 Fences and Gates. If any part of the Leased Premises, or the improvements thereon, are enclosed within the secure area of the Airport, Lessee shall provide all materials and labor, at its sole cost, necessary to comply with the Airport Security Plan and TSA Section 49 CFR Part 1542 (Airport Security). Lessee shall pay the cost of all additional gates or doors required for access by Lessee and its employees, business invitees, or others from the landside of the Airport to the air side of the Airport into the secure area. Lessee shall install an entry card system approved by the SRA pursuant to the Airport Security Plan submitted to and approved by the FAA at all security gates or doors on the Leased Premises. Any alteration of the communication devices or entry card system, which may be necessitated by a change in Governmental Requirements shall be paid for by Lessee.

Section 6.9 Minimum Hangar Standards.

a. *Lawn Maintenance.* Lessee is responsible for mowing lawn and trimming weeds and grass from the hangar structure to the taxiways during the construction process as well as during the day-to-day operations. Grass should be kept to a height not greater than six inches. Any trees or shrubbery planted must not limit the visibility for vehicular or aircraft movement.

b. *Outside Storage.* Lessee shall not store any items on the exterior of the hangar structure, except as may be specifically permitted by this agreement or with the prior written permission of the Stillwater Regional Airport Director. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components thereof, shall not be parked, stored or left standing for a period of excess of thirty (30) days on the exterior areas or portions of the Leased Premises. Approval of the Airport Director is required if the thirty (30) day period allowed will be exceeded.

c. *Exterior Improvement Appearance.* Lessee shall maintain the exterior appearance of the Leasehold Improvements on the Leased Premises in a proper state of repair and shall specifically prevent, repair and paint any visible peeling, chipped, faded or rusted areas. Lessee shall re-skin the exterior surfaces of a hangar, if the skin is penetrated, using at a minimum 26-gauge metal siding with a twenty (20) year paint guarantee. If the exterior has not been penetrated and rust can be overlaid, damaged areas shall be repaired with corrosive inhibitor coating and painted to match the hangar exterior. Lessee shall be deemed in conformity with this maintenance standard if Lessee has consulted, and complied, with reasonable directives from SRA. Compliance with this maintenance standard is a prerequisite for SRA approval of (i) Lessee's option to extend, and/or (ii) a new sublease agreement for the Leased Premises.

Section 6.10 No Liens or Encumbrances. Lessee shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished material for construction of any improvement required or authorized under this Agreement, and all bills, costs or claims of whatever kind, which may at law or equity become a lien upon said work, or a claim against the Leased Premises. Provided, however, that Lessee may contest the amount or validity of any claim without being in default of this Agreement upon furnishing security satisfactory to SRA guaranteeing such claim will be properly discharged forthwith if any such contest is finally determined against Lessee.

ARTICLE VII
Maintenance and Care of Leased Premises

Section 7.1 Lessee's Obligations. Lessee shall maintain and pay all costs related to maintenance of all Leasehold Improvements. Lessee, at all times, shall keep in a clean and orderly condition and appearance all the Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon. Lessee shall not store aircraft service vehicles, tugs, fuel trucks, fork lifts, mobile equipment, cargo, or other personal property on the Leased Premises unless the same are in common use in Lessee's aviation related operations. The Leased Premises shall not be used for the storage of motor vehicles, recreational vehicles or boats. Lessee shall not commit or suffer to be committed any nuisance on the Leased Premises. Lessee shall conduct Lessee's operations in an orderly and property manner so as not to annoy, disturb, or be offensive to others at the Airport. Lessee shall take all reasonable measures to keep the sound level of Lessee's operations as low as reasonably possible. Lessee shall not permit the accumulation of any rubbish, trash or other waste material on or about the Leased Premises. Lessee shall not store any gasoline or other material likely to give off fumes or gases or any material likely to constitute a fire, safety or security hazard on the Leased Premises, except in tanks and in the manner approved by appropriate governmental authorities. Lessee shall not cause or permit any hazardous or flammable substance to be used, stored, generated or disposed of on the Airport or Leased Premises, except as otherwise provided herein.

ARTICLE VIII
Indemnity and Insurance

Section 8.1 Indemnity-General. Lessee shall indemnify, protect, defend and hold completely harmless, SRA, the City, and its officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Leased Premises, Lessee's fueling and/or aircraft servicing operations, the Airport, or the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regarding of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of SRA. SRA shall give notice to Lessee of any such liability, loss, suit, claim or demand, and Lessee shall defend the same using counsel reasonably acceptable to SRA. The provisions of this section shall survive the early termination or expiration of this Agreement.

Section 8.2 Insurance.

a. Lessee shall maintain in force during the Term, and any extended Term, public liability and insurance in comprehensive form including but not limited to airport premises liability and aircraft liability with such coverage and limits as reasonably may be required and approved by SRA from time to time, but in no event for less than in minimum amounts equal to the liability limits applicable to municipalities under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, which are presently $125,000.00 per person for personal injury; $25,000.00 per

person for property damage; and $1,000,000.00 total liability per occurrence. SRA, the City of Stillwater, and the officers, employees, and/or agents of said entities shall be named as additional insured on said policy up to, but not exceeding, the statutory liability limits. This requirement should not be construed as limiting the ability of Lessee to obtain additional liability insurance in excess of the statutory liability amounts, provided that SRA, the City of Stillwater, and their officers, employees, and/or agents are not named as additional insured to the extent any liability coverage in excess of the statutory liability limits is procured by Lessee. Lessee shall additionally maintain insurance for its fueling and/or aircraft servicing operations in accordance with the applicable Governmental Requirements.

b. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance by providing a certificate of Lessee's insurance coverage. The certificate(s) of insurance shall provide that (1) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to SRA; (2) the policy shall be considered primary as regard any other insurance coverage SRA or the City may possess, including any self-insured retention or deductible SRA or the City may have, and any other insurance coverage SRA or the City may possess shall be considered excess insurance only; and (3) deductibles shall not exceed five thousand dollars ($5,000.00).

c. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to SRA a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, and Lessee's failure to respond to a written notice from SRA, SRA may, in addition to all its other remedies exercise SRA's rights as provided in the default provisions of this Agreement.

ARTICLE IX
Regulated Substances

Section 9.1 Compliance and Indemnity. Lessee shall not cause or permit any "Regulated Substance" as hereinafter defined, to be brought upon, generated, stored, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, or invitees, except for such Regulated Substance of the type and quantity as is necessary to Lessee's business and with prior written notice to SRA. Any Regulated Substance permitted on the Leased Premises as provided herein, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to this Regulated Substance, including but not limited to the Governmental Requirements.

Lessee shall not cause or permit, release, discharge, leak, or emit, nor permit to be discharged, leaked, released, or emitted, any Regulated Substance into the atmosphere, ground, storm or sewer system, or any body of water, ditch, stream, if that Regulated Substance (as is reasonably determined by SRA, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises or elsewhere, or (b) the condition, use or enjoyment of the building, facilities or any other real or personal property. Lessee shall fully and

timely comply with all applicable federal, state and local statutes, ordinances and regulations relating to protection of the environment, including, without limitation, 42 U.S.C. §6991-6991i.

Disclosure. At the commencement of each year of the term hereof, Lessee shall disclose to SRA the name(s) and approximate amount(s) of any Regulated Substance that Lessee intends to store, use, or dispose of on the Leased Premises in the first year of the Term hereof. In addition, at the commencement of each additional year of the Term hereof, beginning with the second year, Lessee shall disclose to SRA the name(s) and amount(s) of all Regulated Substances that were actually used, stored, or disposed of on the Leased Premises if those materials were not previously identified to SRA at the commencement of the previous lease year.

Compliance Action. Lessee shall, at Lessee's sole expense, clean-up, remove, and remediate (1) any Regulated Substance in, on, or under the Leased Premises in excess of allowable levels established by all applicable federal, state and local laws and regulations, and (2) all contaminants and pollutants, in, on, or under the Leased Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be moved, cleaned up, or remediated by any applicable federal, state, or local law, regulation, standard or order. This obligation does not apply to a release of Regulated Substances, pollutants, contaminants, or petroleum products that existed on the Leased Premises prior to the execution of the agreement caused solely by the act or omission of SRA or a third party for whom the operator is not responsible (e.g. not a customer, invitee, employee, agent, or person having any contractual or business relationship with Lessee).

Definition of Regulated Substances. Regulated Substances: As used herein, the term "Regulated Substances" means and includes any and all substances, chemicals, waste, sewage or other materials, which are now or hereafter regulated, controlled or prohibited by any local, state, or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 *et seq.*, The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 *et seq.*, The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 *et seq.*, Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 *et seq.*, or the Clean Air Act (CAA), 42 U.S.C. §7401 *et seq.*, all as amended and amended hereafter; (b) any substance defined as a "hazardous substance", "hazardous waste", "toxic substance", "extremely hazardous waste", "RCRA hazardous waste", "waste", "hazardous material" or "controlled industrial waste", as defined in the Oklahoma Industrial Waste Disposal Act, 63 O.S. §1-2000 *et seq.*; (c) any Regulated Substance, hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term Regulated Substance or "hazardous substances" also means and includes, without limitation, asbestos, flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof); petroleum based products; paints and solvents; leads;

cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorobiphenyls; and other regulated chemical products.

Indemnity Noncompliance/Notice of Violation. Lessee hereby fully agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Regulated Substances kept on the Leased Premises by Lessee, and the Lessee shall give immediate notice to SRA of any violation or potential violation of the provisions hereof. Without limiting any provisions of this Agreement, Lessee shall defend, indemnify, and hold harmless SRA, the City, and any councilors, board members, officers, agents, and employees for said entities from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) any liabilities, damages, suits, penalties, judgments and environmental cleanup, removal, response, assessment, or remediation costs, arising from actual, threatened or alleged contamination of the Leased Premises; (b) the presence, disposal, release, or threatened release of any such Regulated Substance that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Regulated Substance; (d) any lawsuit brought or threatened, settlement reached, or government order relating to that Regulated Substance; or (e) any violation of any laws applicable thereto. The provisions hereof shall be in addition to any other obligations and liabilities Lessee may have to SRA at law or equity and shall survive the transactions contemplated herein and shall survive the termination or expiration of this Agreement.

ARTICLE X
Governmental Requirements

Section 10.1 Governmental Requirements – General. Lessee shall comply with all Governmental Requirements applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon. Lessee shall also require its guests, invitees, and those doing business with it at the Airport to comply with all applicable Governmental Requirements.

Section 10.2. No Liability for Exercise of Powers. Neither SRA nor the City shall be liable to Lessee for any diminution or deprivation of Lessee's rights which may result from the proper exercise of any power to preserve SRA or the City under this Agreement. Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall substantially interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

Section 10.3 Non-discrimination. Lessee, Lessee's successors in interest and assigns, as a part of the consideration hereof, do covenant and agree hereby, as a covenant running with the land, and as a condition of any license and/or right granted herein or by Airport, that in the event facilities are constructed, maintained and/or otherwise operated on property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21, (Non-discrimination in Federally-

Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Part 26 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Nondiscrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder or may hereafter be amended.

Section 10.4 Taxes and Other Governmental Charges. Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that any time may be lawfully assessed or levied against or with respect to Lessee's Leasehold Improvements, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created or authorized by this Agreement. Lessee may contest any such taxes or governmental charges in good faith and with due diligence, as permitted by law.

Section 10.5 ADA Compliance. Lessee shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Lessee shall be solely responsible for the payment of any cost(s) to achieve such compliance, and SRA shall have no obligation to assist Lessee in this regard.

Section 10.6 Open Records Act. Lessee understands and acknowledges that SRA is a public body and obligated to comply with the Oklahoma Open Records Act (51 O.S. §24A.1. *et.seq.*). Lessee understands and acknowledges that persons or entities that submit information to public bodies have no right to keep such information from public access or dissemination, nor a reasonable expectation that the information will be kept from public access. SRA has no duty to notify Lessee whenever a request for such information is received by SRA in accordance with the Act.

Section 10.7 Domestication. If Lessee is a foreign corporation, Lessee shall domesticate corporate status within the State of Oklahoma. Lessee shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to SRA such evidence of good standing as SRA from time to time reasonably may require.

ARTICLE XI
Default

Section 11.1 Events of Default Defined/Cure. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following:

a. Lessee shall fail to pay when due and owing any rentals, fees, or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by SRA;

b. Lessee shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the Leased Premises to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in the Leased Premises, the Leasehold Improvements, or in this Agreement, except in accordance with the provisions hereof;

c. Lessee shall terminate Lessee's corporate structure, except as permitted herein;

d. Lessee shall substantially breach any term, provision, condition, obligation or covenant under this Agreement;

e. Lessee shall abandon, desert, or vacate the Leased Premises voluntarily for a continuous period of ninety (90) days or more after a written notice served on Lessee. Abandonment shall be presumed by evidence of non-payment of rentals for a continuous period of ninety (90) days after due, plus non-occupancy of the Leased Premises.

f. Lessee shall fail to comply with insurance requirements imposed in Section 8.2 hereof.

If Lessee commits an event of default as set forth in Subsections 10.1(a) through (f) hereof, and such failure shall continue unremedied for thirty (30) days after SRA shall have given to the Lessee written notice specifying such default, then SRA may proceed in accordance with Section 10.2 of this Agreement; provided, SRA may grant Lessee (in writing) such additional time as reasonably is required to correct any such default if Lessee has instituted corrective action as is diligently pursuing the same.

Section 11.2 Remedies upon Lessee's Default and Failure to Cure. Whenever an event of default of Lessee shall occur, and upon Lessee's failure to cure after notice of default is given as provided in Section 11.1 above, SRA may pursue any available right or remedy at law or equity, including:

a. *Termination.* SRA may deliver to Lessee written notice of termination, specifying the date (which must be at least thirty (30) days after the date of mailing of the notice) upon which the Agreement will terminate. In the event of termination, Lessee's right to possession of the Leased Premises immediately shall cease. SRA may then reenter and take possession of the Leased Premises and Lessee forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, Lessee shall be liable for payment of:

1. All sums accrued through the date of termination;
2. The balance of all rentals required to be paid to Lessee;
3. The reasonable costs incurred by SRA in terminating this Agreement, recovering possession of, and re-letting the Leased Premises, or any portion thereof; and
4. The reasonable cost incurred by SRA to restore the Leased Premises or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by SRA from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by SRA of any rentals from Lessee after the termination of this Agreement shall not reinstate this Agreement.

b. *Possession of Leased Property; Storage.* If SRA takes possession of the Leased Premises upon Lessee's default, SRA may expel Lessee and those claiming through or under Lessee and remove their property. SRA may remove all of Lessee's property in or upon the Leased Premises and place such property in storage for the account, and at the sole expense, of Lessee.

c. *Cumulative Remedies.* Each remedy available to SRA under this Section shall be cumulative and shall be in addition to every other remedy of SRA under this Agreement or existing at law or in equity.

Section 11.3 Nonwaiver. Neither the waiver by SRA of any breach by Lessee of any provision hereof, nor any forbearance by SRA to seek a remedy for any such breach, shall operate as a waiver of any other breach by Lessee.

Section 11.4 Event of Default by SRA, Lessee's Remedies. SRA shall not be in default in the performance of any of its obligation hereunder until SRA shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such nonperformance, after notice by Lessee to SRA specifying wherein SRA has failed to perform any such obligations. Neither the occurrence nor existence of any default by SRA shall relieve Lessee of Lessee's obligation hereunder to pay rentals, fees and charges. However, Lessee may institute such action against SRA as Lessee may deem necessary to compel performance or recover Lessee's damages for nonperformance.

Section 11.5 Condemnation. If, at any time during the Term and any extended term, the Leased Premises or the Leasehold Improvements located thereon or any portion thereof shall be taken by exercise of the power of eminent domain by a governmental entity other than SRA or the City, the proceeds and awards in the condemnation proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If SRA and Lessee are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the Leased Premises are taken wholly by condemnation, this Agreement shall terminate. Provided, valuation of Lessee's interest in the Leased Premises and any Leasehold Improvements thereon shall be determined in the manner set forth in Section 4.7 entitled *Termination of Agreement for Airport Purposes.*

ARTICLE XII
Transfer of Interest

Section 12.1 Assignments by SRA and the City. SRA and the City may transfer or assign this Agreement to any successor in interest to whom the Airport may be sold or assigned without consent of Lessee; however, the successor in interest shall execute and deliver to SRA, with a copy to Lessee, an instrument assuming the obligations of SRA and the City under this Agreement.

Section 12.2 Assigning, Subletting and Encumbering. Lessee shall not assign, sublet or encumber the Leased Premises, or any Leasehold Improvements thereon, without SRA's prior written consent. If Lessee shall be other than an individual, for purposes of this

section, the transfer of the majority of the shares of the Lessee (including any combination of shares that are equivalent to a majority interest) or any other evidence of majority ownership interest or control in the Lessee's enterprise, shall be deemed an "assignment."

ARTICLE XIII
Miscellaneous

Section 13.1 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise:

a. The singular includes the plural and vice versa;
b. The words "and" and "or" shall be both conjunctive and disjunctive;
c. The words "all" and "any" mean "any and all";
d. The word "including" means "including without limitation";
e. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
f. Reference to articles or sections respectively shall mean articles or sections of this Agreement.

Section 13.2 Existence of Lessee Entity. All references in this Agreement to "corporations" and "corporate" shall include limited liability companies and limited partnerships, as appropriate. If Lessee is a corporation, Lessee shall maintain its corporate existence and shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it. However, Lessee may, without violating the prohibition contained in this section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all of substantially all of its assets as an entity and thereafter dissolve. If the surviving or transferee corporation (a) assumes in writing all of the obligations of Lessee herein; (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Lessee immediately prior to such consolidation, merger, sale or transfer; and (c) is qualified to do business in Oklahoma.

Section 13.3 Notice. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been given sufficiently on the fifth day following the day on which the same are mailed by registered or certified or priority mail, postage prepaid as follows, if to SRA or the City:

2020-1 West Airport Road
Stillwater, Oklahoma 74075

and, if to Lessee:

2020-3 West Airport Road
Stillwater, Oklahoma 74075

SRA, the City, and Lessee, by written notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent.

Section 13.4 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

Section 13.5 Entire Agreement; Modification. This Agreement expresses the entire understanding of SRA and Lessee concerning the Leased Premises and all agreements of SRA and Lessee with each other concerning the subject matter hereof. Neither SRA nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Leased Premises or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by SRA and Lessee.

Section 13.6 Execution of Counterparts. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7 Effect of Saturdays, Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 13.8 Descriptive Headings; Table of Contents. The descriptive hearings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 13.9 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even through not so expressed, shall be construed as an express covenant to make such payment or to perform, as the case may be, such act or obligation.

Section 13.10 Force Majeure. Neither SRA nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Lessee to pay the rentals and other charges required hereunder.

Section 13.11 Recovery of Attorney's Fees and Costs. If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 13.12 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, SRA and its successors and assigns, and upon Lessee and Lessee's respective heirs, devisees, personal representatives, successors, and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

Section 13.13 Nonwaiver of Rights. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

IN WITNESS WHEREOF, SRA and Lessee have entered into this Agreement at Stillwater, Oklahoma, on the 2 day of April, 2018.

STILLWATER FLIGHT CENTER, INC.
an Oklahoma Coproration

Morris Dudgeon, President

PAUL PRIEGEL NOTARY #12007211 EXP. 08/01/20 PUBLIC STATE OF OKLAHOMA

(seal)

Secretary

STATE OF OKLAHOMA)
) ss:
COUNTY OF PAYNE)

On this 15 day of February, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Morris Dudgeon, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that ____ executed the same as _____ free and voluntary act and deed, and

as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: 08/01/20
My Commission No.: 12007211

STILLWATER REGIONAL AIRPORT AUTHORITY

Chairman

(Seal)
ATTEST:

SECRETARY

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into the above lease agreement dated April 2, 2018, between Stillwater Regional Airport, lessor, and Stillwater Flight Center, Inc., lessee.

(Seal)
ATTEST:

City Clerk

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

MAYOR

Approved as to form and legality this 2 day of April, 2018.

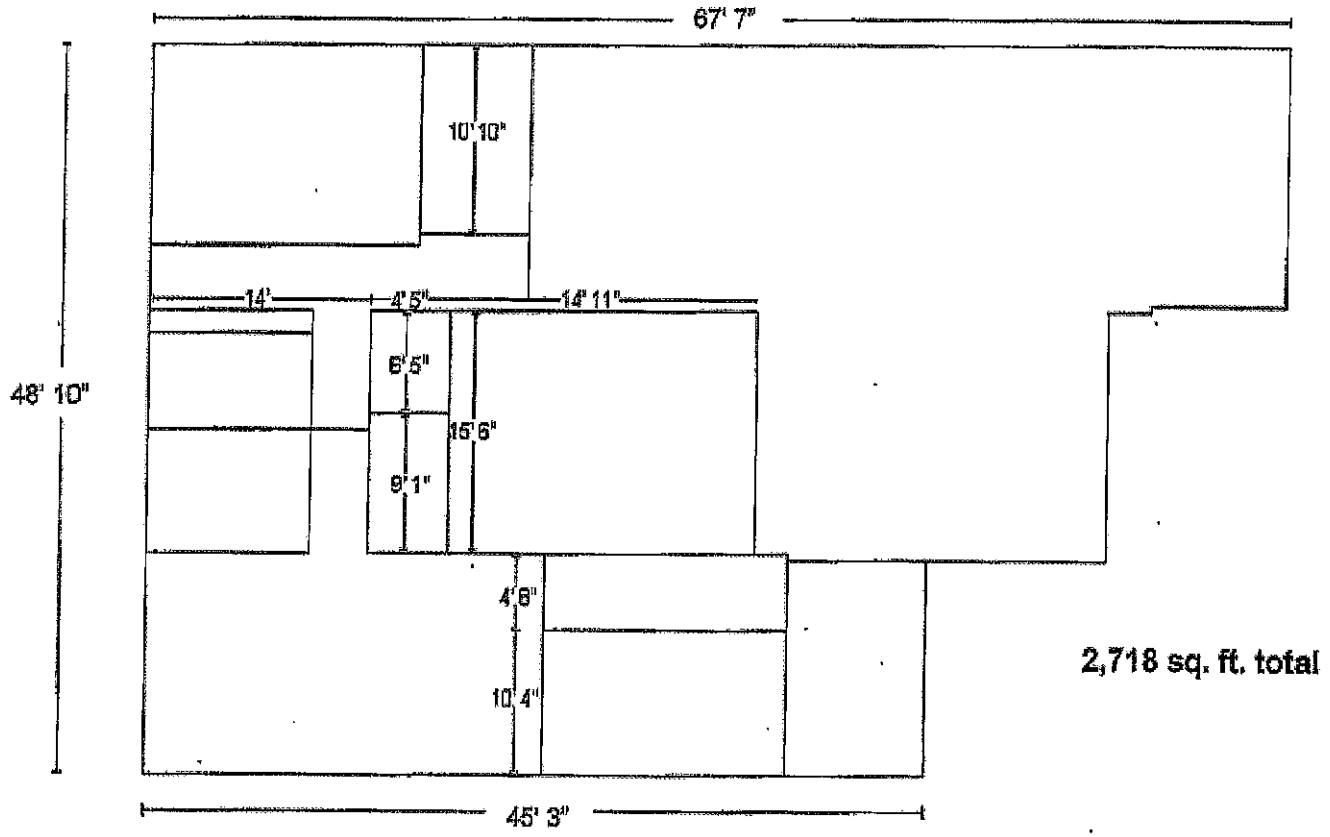
JOHN E. DORMAN
CITY ATTORNEY

Exhibit A

Attachment for the description of the T-Hangar #1 office and maintenance area lease for the Stillwater Flight Center, Inc. corporate office lease agreement. The space as outlined is the entire office and maintenance area of T-Hangar #1 including 2,718 sq./ft. more/or less.

Stillwater Flight Center

T-Hangar 1 Offices and Maintenance Area



RESOLUTION NO. CC-2026-24

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT GROUND LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND STILLWATER FLIGHT CENTER HANGAR LLC TO STILLWATER FLIGHT CENTER LLC; PROVIDING LESSEE CONSENT TO COLLATERAL ASSIGNMENT AND LEASEHOLD MORTGAGE AS REQUIRED BY THE TERMS OF THE GROUND LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE

WHEREAS, pursuant to the original Stillwater Regional Airport Ground Lease Agreement dated July 9, 2007, Stillwater Storage LLC was the Lesse of a certain Ground Lease Agreement for the purpose of storing, maintaining, building, rebuilding, restoring, and servicing aircraft; and

WHEREAS, the Ground Lease Agreement was assigned to Double C Hangar, LLC pursuant to Assignment of Ground Lease dated August 24, 2015; and

WHEREAS, Resolution No. CC-2023-21 authorized assignment of the Ground Lease Agreement from Double C Hangar, LLC to Stillwater Flight Center Hangar LLC as evidenced by the Addendum to the Ground Lease Agreement dated July 11, 2023 which further authorized hangar storage for transient aircraft activity; and

WHEREAS, on or about October 16, 2023, Stillwater Regional Airport authorized Stillwater Flight Center Hangar LLC to sublease the hangars currently leased to Stillwater Flight Center Hangar LLC to Hangar 1 Flight Center and Quality Aircraft Maintenance; and

WHEREAS, Resolution No. CC-2023-47 authorized consent to sublease the leased premises or a portion of Hangar 10 to Crosswind Aviation LLC; and

WHEREAS, WW Aviation LLC is acquiring 100% ownership of Stillwater Flight Center and intends to subsequently assign the Lease Agreement to Stillwater Flight Center LLC concurrent with or immediately after closing the transaction; and

WHEREAS, Section 11.2 of the Ground Lease Agreement requires prior written consent of Stillwater Regional Airport prior to assignment of the Ground Lease Agreement; and

WHEREAS, Stillwater Flight Center Hangar LLC has requested written consent to assign the Ground Lease Agreement to Stillwater Flight Center LLC; and

WHEREAS, Stillwater Flight Center LLC has requested written consent for the collateral assignment and filing of a leasehold mortgage in connection with this change of ownership as required by Section 6.1 of the Lease;

WHEREAS, Stillwater Regional Airport finds it appropriate and desirable to provide consent to assign the Ground Lease Agreement dated July 9, 2007, as amended, and for the collateral assignment and filing of a leasehold mortgage.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT:

Section 1: The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to Lessee assigning the Ground Lease Agreement dated July 9, 2007, as amended to Stillwater Flight Center LLC.

Section 2: The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to the collateral assignment of the lease to InterBank and the further filing of a leasehold mortgage.

Section 3: The City Manager is hereby authorized to sign any related documents, including any addendums to the lease that are necessary and appropriate for such purpose.

PASSED AND ADOPTED THIS 20TH DAY OF JULY 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF JULY 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

STILLWATER REGIONAL AIRPORT

GROUND LEASE AGREEMENT

This agreement is entered into between the City of Stillwater, Oklahoma, a municipal Corporation, acting through Stillwater Regional Airport Authority, ("SRA"), and Stillwater Storage LLC. PO Box 98, Stillwater, OK ("Lessee").

RECITALS:

1. The City of Stillwater is a municipal corporation established under the laws of the State of Oklahoma.

2. The City of Stillwater owns and operates through the Stillwater Airport Authority, land and certain aviation facilities known as "Stillwater Regional Airport."

3. SRA desires to lease certain lands at Stillwater Regional Airport for aviation purposes as hereinafter defined, and Lessee desires to lease from SRA for a term of years the hereinafter defined premises specifically to hangar and store aircraft.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, SRA and Lessee do hereby agree as follows:

ARTICLE I
Definitions

Section 1.1 Definitions. Throughout this Agreement, the following words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

a. Agreement means this lease Agreement between SRA and Lessee;
b. Airport means Stillwater Regional Airport;
c. Airport Improvements means those improvements identified on an approved Airport Layout Plan;
d. EPA means the United States Environmental Protection Agency and all federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
e. FAA means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
f. FAR means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA;
g. Governmental Requirements means all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings, including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either, Stillwater Regional Airport Authority; the City of Stillwater; the State of Oklahoma, or other governmental entities to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon.
h. Leased Premises means the land area described and illustrated on Exhibit "A".

i. Leasehold Improvements means all improvements made by the Lessee(s) to the Leased Premises.
j. Term means the period of time that this Agreement shall be in effect, as set forth in Sections 2.1 and 2.2;
k. TSA means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

ARTICLE II
Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for twenty-five (25) years, commencing on July 09, 2007, and expiring on June 30, 2032, unless otherwise terminated or canceled as provided herein.

Section 2.2 Survival of Obligations. All obligations under this Agreement which have been incurred by Lessee, or with respect to which Lessee shall be in default, shall survive any termination or cancellation of this Agreement, unless waived or released in writing by SRA.

Section 2.3 Option to Extend. During the period commencing one (1) year prior to the expiration date of this Agreement and ending one hundred twenty (120) days prior to the expiration date of this Agreement ("first option period"), Lessee shall have the option to extend the Term of this Agreement, for one (1) extended period of five (5) years, and during the period commencing one (1) year prior to the expiration date of the first extended period and ending one hundred twenty (120) days prior to the expiration date of the first extended period ("second option period") Lessee again shall have the option to extend the term of this Agreement for one (1) additional extended period of five (5) years, both options to extend being subject to the following terms and conditions:

a. Lessee shall not be in default of this Agreement;
b. Lessee shall deliver timely written notice of its exercise of the option to SRA;
c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term period.

Section 2.4 Surrender of Possession. Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to SRA subject to the terms of Article VI, Section 6.3(b).

Section 2.5 Holding Over. If Lessee shall hold over after the termination of this Agreement, SRA, at its sole discretion, may allow Lessee to remain on the Leased Premises on a month-to-month basis as a tenant at will. During such tenancy, Lessee shall pay to SRA rentals, fees and charges at a rate set by SRA at the time the election to hold over is exercised by Lessee. Lessee shall be bound by all of the remaining provisions of this Agreement during any hold over tenancy.

Section 2.6 Lease Expiration. At the end of the Term, Lessee shall immediately and peaceably vacate the leased premises. Any and all improvements constructed by Lessee on

the Leased Premises, including buildings, hangars, or other structures, shall become the property of SRA, unless removed in accordance with Section 6.3 herein. Lessee agrees to execute any and all documents necessary to convey title to any such improvements to SRA at said time.

ARTICLE III
Rentals, Fees and Charges

Section 3.1 Initial Rental Rate. From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base ground rental rate of **Fourteen Cents ($0.14)** per square foot. The Leased Premises contain 16,875 square feet for an initial annual rental of $2362.50. Lessee shall pay a pro rata amount for any possession of the Leased Premises for less than one (1) year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1st day of July of each year of the Term.

Section 3.2 Subsequent Rental Rate. Effective on each July 1st during the Term of this Agreement, the base ground rental rate shall be increased based upon the percentage increase in the National Consumer Price Index ("CPI") as published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency or entity. The annual base ground rental rate shall be adjusted to the nearest penny ($0.01).

Section 3.3 Rate Adjustment--Limitation. In any event, the rental rate for any succeeding rental period shall not be less than the rental rate established for the preceding rental period nor shall the increase be greater than ten percent (10%) in any one year.

Section 3.4 License Contingent Upon Payment. The grant of the rights, licenses, facilities, services and privileges to Lessee under this Agreement, in each case, shall be subject to the full and timely payment of the rentals, fees and charges required to be paid by Lessee hereunder.

Section 3.5 Landlord's Lien. SRA shall have the first lien, paramount to all others, on every right and interest of Lessee in this Agreement, on all improvements, equipment and fixtures to the Leased Premises. The lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance, all and singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma. Aircraft stored on the Leased Premises are specifically excluded from this lien.

Section 3.6 Place of Payments. All sums payable by Lessee hereunder shall be delivered to:

Stillwater Regional Airport Authroity, 2020-1 West Airport Rd., Stillwater, Oklahoma 74075.

Section 3.7 Delinquencies. In addition to any remedy available to it hereunder, SRA may impose as additional rent a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, if greater.

Section 3.8 Utility Service. Lessee, at its own expense, shall be responsible for the installation, relocation, modification and maintenance of all utility services on the Leased Premises. Lessee shall pay as the same becomes due, all utilities and other charges incurred in the operations, maintenance, use, occupancy, repair and upkeep of the Leased Premises and the improvements located thereon.

ARTICLE IV
Lessor's Grants; Reservations

Section 4.1 Lease. SRA hereby offers and leases to Lessee, and Lessee hereby accepts and leases from SRA, the Leased Premises for the aviation purposes set forth in Section 5.1 hereof for the Term of this Agreement, subject to the provisions set forth herein. Lessee accepts the Leased Premises in the condition existing at the commencement of this Agreement.

Section 4.2 Avigation Easement. SRA also reserves for itself, and the City and its licensees, an avigation easement in, over and across the air space above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities. SRA reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with 14 C.F.R. Part 77 and other applicable standards or Governmental Requirements, together with the right to prevent Lessee or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport (other than any buildings to be constructed in compliance with the plans and specifications approved pursuant to Article VI hereof), which would conflict with such standards and Governmental Requirements.

Section 4.3 Reservation of Mineral Rights. SRA reserves all right, title and interest in and to all minerals in, on or under the Leased Premises. Lessee shall not engage in any mining or drilling activities in, on or under the Leased Premises during the Term of this agreement. "Minerals" as used herein shall mean all mineral substances and deposits whether solid, gaseous, or liquid.

Section 4.4 Quiet Enjoyment. Unless Lessee shall have defaulted in his obligations hereunder, he shall have quiet enjoyment of the Leased Premises. Provided, however, SRA makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or that they will be suitable for Lessee's purposes and needs. SRA reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter and expand the Airport and all roadways, parking areas, terminal facilities, runways, taxiways and other aircraft operating areas as it may reasonably see fit, free from any and all liability to Lessee for damages of any nature whatsoever to Lessee occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport unless said liability arises from the solely negligent acts of SRA, its agents, and contractors.

Section 4.5 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between SRA and Lessee; (b) to give SRA any interest in the business of Lessee; or (c) to grant to Lessee any powers as an agent or representative of SRA or the City, for any purpose or to bind SRA or the City.

Section 4.6 Termination of Agreement for Airport Purposes. Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, SRA hereby expressly reserves the right to terminate this Agreement upon a determination by SRA that the Leased Premises are needed for permanent Airport construction, or development, or improvements. Such construction, development or improvements shall be for airport and or aviation purposes only.

In the event that permanent Airport construction, development or improvement necessitates termination of this Agreement and the acquisition of Lessee's Leasehold Improvements and interest in the Leased Premises, Lessee shall surrender the Leased Premises to SRA within ninety (90) days from receipt of SRA's written notice of its intent to terminate the Agreement and acquire Lessee's Leasehold Improvements and interest in the Leased Premises. SRA shall use its best efforts to provide Lessee with replacement premises at the Airport at the rates not to exceed those provided in this Agreement and under the same terms and conditions as this Agreement or the then current lease agreement in use by SRA subject to the same periods of duration and renewal options of this Agreement. Relocation benefits shall be paid by SRA to Lessee in the manner required by applicable law.

In consideration of Lessee's surrender of the Leased Premises, Lessee shall receive, as complete compensation for Lessee's interest in the Leased Premises and Lessee's improvements thereto, a sum of money equivalent to the fair value of any improvements of Lessee acquired by SRA. Determination of the fair value of the improvements shall be made by the appraisal methods known as the "market comparison approach". The appraisal method known as the "income approach" shall not be used in the valuation of the improvements, and Lessee hereby acknowledges that it shall not be entitled to damages due to loss of any type of income caused by the termination of this Agreement as described in this Section.

ARTICLE V
Use

Section 5.1 Use of Leased Premises. The use of the Leased Premises shall be to store, maintain, build, rebuild, restore and service aircraft. Aircraft maintenance and overhaul may be performed either by Lessee or by an FAA licensed A&P mechanic. The Leased Premises shall not be used for any commercial use or purpose. Lessee also shall be entitled to construct improvements for the stated aviation purposes, subject to the conditions hereinafter set forth. Lessee shall have the non-exclusive license to use, in common with others, the access roads or designated taxiways or taxi lanes as aircraft operations will safely permit for purposes of ingress and egress to the Leased Premises and the public facilities of the Airport. SRA reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to Lessee.

Section 5.2 General Use of the Airport. Subject to terms, conditions and covenants hereof, and provided that Lease is not in default of this Agreement, Lessee shall be entitled to use, on a non-exclusive basis, public areas of the Airport including runways, taxiways, taxi

lanes, aprons, lighting, navigation aids, and other facilities necessary for the operation of the aircraft.

Section 5.3 Fueling Operations. Lessee shall not engage in or permit fueling operations on the leased premises, except as allowed under applicable Governmental Requirements.

Section 5.4 Safety and Security Plan. Lessee, at its sole cost and expense, shall comply with any airport safety and security plan established by SRA. Lessee shall require all invitees entering the Leased Premises to comply with any such plan and all applicable Governmental Requirements pertaining to security and safety.

ARTICLE VI
Improvements to the Premises

Section 6.1 Title to Existing Improvements. Title to all improvements (except improvements owed by SRA or City) currently located on the Leased Premises and Leasehold Improvements constructed by the Lessee during the Term of this Agreement as hereinafter set forth, shall be and remain in Lessee during the Term of this Agreement and any extended period. Title to any such improvements shall vest with SRA upon expiration of this Agreement as set forth in Section 2.5 herein. Lessee shall not sell, convey, mortgage, gift, or devise the Leasehold Improvements without SRA consent.

Section 6.2 Removal or Alteration of Airport Structures on Leased Premises. Lessee may not remove or otherwise alter any improvement to the Leased Premises owned by SRA or the City without prior written consent of SRA. Lessee may request permission in writing to remove or alter such improvements.

Section 6.3. Removal or Alteration of Improvements on Leased Premises. a. Any and all improvements constructed by Lessee on the Leased Premises, including buildings, hangars, or other structures, shall become the property of SRA upon termination of the Agreement. Lessee shall not remove or alter any Leasehold Improvement without SRA consent. Removal of any building, hangar, or other structure constructed on the Leased Premises by Lessee during the term of this Agreement shall require the additional consent of the Stillwater City Commission. The entire cost of any removal, storage, maintenance, transportation and/or disposal of any Leasehold Improvement shall be borne by Lessee. Upon termination or expiration of this Agreement, SRA may require Lessee to remove Lessee's Improvements. In such event, Lessee shall restore the Leased Premises to an unimproved condition at Lessee's sole cost and expense. If Lessee fails to do so, SRA may, at its option, cause the improvements to be removed and the Leased Premises restored at the sole cost and expense of the Lessee.

Section 6.4 Construction of New Improvements. Lessee shall have the right to construct improvements on the Leased Premises consisting of hangars, ramps, and other such improvements. Lessee shall not construct any improvements to the Leased Premises without submittal to, and approval of, all plans and specifications by SRA as hereinafter set forth. All plans and specifications for new improvements on the Leased Premises shall be prepared by

Lessee in compliance with all Governmental Requirements. Lessee shall furnish to SRA copies of permits and licenses needed for construction. A construction application, in a form prepared by Authority, together with plans and specifications, shall be submitted by Lessee to SRA for approval. Thereafter, SRA shall have thirty (30) days after receipt within which to approve the plans and specifications, or to notify Lessee of any objections thereto. Each objection and the ground therefor, shall be stated separately. Lessee shall have a reasonable time thereafter within which to make any revisions to remove SRA's objections. Upon SRA's receipt of the final plans and specifications, SRA shall have thirty (30) days within which to approve or reject Lessee's revised proposal. After SRA's approval of the final plans and specifications, Lessee may proceed with construction. Construction shall be substantially in accordance with the approved plans and specifications. Upon completion of construction, Lessee shall furnish to SRA one (1) complete set of reproducible "as built" plans and specifications in digital format.

Section 6.5 Adverse Effect of New Improvements. New improvements on the Leased Premises shall not be constructed in a manner which may adversely affect existing improvements, other Airport tenants, Airport property, or other property contiguous to the Airport.

Section 6.6 Inspection. SRA and/or the City, and their authorized representatives, shall have the right to inspect the Leased Premises during all reasonable hours, or in case of emergency, at any time.

Section 6.7 Weight Limitations. Lessee hereby specifically acknowledges that the roadways, taxi lanes, taxiways, ramps and aprons located on the Airport wherein the Leased Premises are located are stressed for designated maximum gross weights. Lessee shall be responsible for all damage or destruction caused by utilization of said Airport roadways, taxi lanes, taxiways, ramps and aprons by aircraft or vehicles operated by Lessee or invitees in excess of the maximum gross weights.

Section 6.8 Minimum Hangar Standards.

a. Lawn Maintenance. Lessee is responsible for mowing lawn and trimming weeds and grass from the hangar structure to the taxiways during the construction process as well as during the day-to-day operations. Grass should be kept to a height not greater than six inches. Any trees or shrubbery planted must not limit the visibility for vehicular or aircraft movement.

b. Outside Storage. Lessee shall not store any items on the exterior of the hangar structure, except as may be specifically permitted by this agreement or with the prior written permission of the Stillwater Regional Airport Director. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components thereof, shall not be parked, stored or left standing for a period of excess of thirty (30) days on the exterior areas or portions of the Leased Premises. Approval of the Airport Director is required if the thirty (30) day period allowed will be exceeded.

c. Exterior Improvement Appearance. Lessee shall maintain the exterior appearance of the Leasehold Improvements on the Leased Premises in a proper state of repair and shall specifically prevent, repair and paint any visible peeling, chipped, faded or rusted areas. Lessee shall re-skin the exterior surfaces of a hangar, if the skin is penetrated, using at a minimum 26-gauge metal siding with a twenty (20) year paint guarantee. If the exterior has not been penetrated and rust can be overlaid, damaged areas shall be repaired with corrosive

inhibitor coating and painted to match the hangar exterior. Lessee shall be deemed in conformity with this maintenance standard if Lessee has consulted, and complied, with reasonable directives from SRA. Compliance with this maintenance standard is a prerequisite for SRA approval of (i) Lessee's option to extend, and/or (ii) a new sublease agreement for the Leased Premises.

ARTICLE VII
Maintenance and Care of Leased Premises

Section 7.1. Lessee's Obligations. Lessee shall perform all maintenance, including but not limited to, all repairs relative to hearing, electrical, plumbing and air conditioning systems; roofs; walls; structure; structural improvements; paving; and any ramp on the Leased Premises. Lessee, at all times, shall keep in a clean and orderly condition and appearance all the Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon. Lessee shall not commit or suffer to be committed any nuisance on the Leased Premises. Lessee shall conduct Lessee's operations in an orderly and property manner so as not to annoy, disturb, or be offensive to others at the Airport. Lessee shall take all reasonable measures to keep the sound level of Lessee's operations as low as reasonably possible. Lessee shall not permit the accumulation of any rubbish, trash or other waste material. Except in tanks and in the manner approved by appropriate governmental authorities, Lessee shall not store any gasoline or other material likely to give off fumes or gases or any material likely to constitute a fire, safety or security hazard on the Leased Premises. Lessee shall not cause or permit any hazardous or flammable substance to be used, stored, generated or disposed of on the Airport or Leased Premises, except as otherwise provided herein.

ARTICLE VIII
Indemnity and Insurance

Section 8.1 Indemnity-General. Lessee shall indemnify, protect, defend and hold completely harmless, SRA, the City, and its officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Leased Premises, the Airport, or the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regarding of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of SRA. SRA shall give notice to Lessee of any such liability, loss, suit, claim or demand, and Lessee shall defend the same using counsel reasonably acceptable to SRA. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 8.2 Insurance.

a. Lessee shall maintain in force during the Term, and any extended Term, public liability and insurance in comprehensive form including but not limited to airport premises liability and aircraft liability with such coverage and limits as reasonably may be required and approved by SRA from time to time, but in no event for less than in minimum amounts equal to the liability

limits applicable to municipalities under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, which are presently $125,000.00 per person for personal injury; $25,000.00 per person for property damage; and $1,000,000.00 total liability per occurrence. SRA, the City of Stillwater, and their officers, employees, and/or agents shall be named as additional insured on said policy up to, but not exceeding, the statutory liability limits. This requirement should not be construed as limiting the ability of Lessee to obtain additional liability insurance in excess of the statutory liability amounts, provided that SRA, the City of Stillwater, and their officers, employees, and/or agents are not named as additional insured to the extent any liability coverage in excess of the statutory liability limits is procured by Lessee.

b. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance by providing a certificate of Lessee's insurance coverage. The certificate(s) of insurance shall provide that (1) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to SRA; (2) the policy shall be considered primary as regard any other insurance coverage SRA or the City may possess, including any self-insured retention or deductible SRA or the City may have, and any other insurance coverage SRA or the City may possess shall be considered excess insurance only; and (3) deductibles shall not exceed five thousand dollars ($5,000.00).

c. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to SRA a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, and Lessee's failure to respond to a written notice from SRA, SRA may, in addition to all its other remedies exercise SRA's rights as provided in the default provisions of this Agreement.

ARTICLE IX
Governmental Requirements

Section 9.1 Governmental Requirements – General. Lessee shall comply with all Governmental Requirements applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon. Lessee shall also require its guests, invitees, and those doing business with it to comply with all applicable Governmental Requirements.

Section 9.2. No Liability for Exercise of Powers. Neither SRA nor the City shall be liable to Lessee for any diminution of deprivation of Lessee's rights which may result from the proper exercise of any power to preserve SRA or the City in this Agreement. Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall substantially interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

Section 9.3 Non-discrimination. Lessee, Lessee's successors in interest and assigns, as a part of the consideration hereof, do covenant and agree hereby, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on property described in this Agreement for a purpose for which a Department of

Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21, (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Part 26 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Nondiscrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder or may hereafter be amended.

Section 9.4 Taxes and Other Governmental Charges. Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that any time lawfully may be assessed or levied against or with respect to Lessee's Leasehold Improvements, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, as permitted by law, Lessee may contest any such taxes or governmental charges.

Section 9.5 Domestication. If Lessee is a foreign corporation, Lessee shall domesticate corporate status within the State of Oklahoma. Lessee shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to SRA such evidence of good standing as SRA from time to time reasonably may require.

ARTICLE X
Default

Section 10.1 Events of Default Defined/Cure. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following:

a. Lessee shall fail to pay when due and owing any rentals, fees, or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by SRA;

b. Lessee shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the Leased Premises to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in the Leased Premises, the Leasehold Improvements, or in this Agreement, except in accordance with the provisions hereof;

c. Lessee shall terminate Lessee's corporate structure, except as permitted herein;

d. Lessee shall substantially breach any term, provision, condition, obligation or covenant under this Agreement;

e. Lessee shall abandon, desert, or vacate the Leased Premises voluntarily for a continuous period of ninety (90) days or more after a written notice served on Lessee. Abandonment shall be presumed by evidence of non-payment of rentals for a continuous period of ninety (90) days after due, plus non-occupancy of the Leased Premises.

f. Lessee shall fail to comply with insurance requirements imposed in Section 8.2 hereof.

If Lessee commits an event of default as set forth in Subsections 10.1(a) through (f) hereof, and such failure shall continue unremedied for thirty (30) days after SRA shall have given to the Lessee written notice specifying such default, then SRA may proceed in accordance with Section 10.2 of this Agreement; provided, SRA may grant Lessee (in writing) such additional time as reasonably is required to correct any such default if Lessee has instituted corrective action as is diligently pursuing the same.

Section 10.2 Remedies upon Lessee's Default and Failure to Cure. Whenever an event of default of Lessee shall occur, and upon Lessee's failure to cure after notice of default is given as provided in Section 10.1 above, SRA may pursue any available right or remedy at law or equity, including:

a. Termination. SRA may deliver to Lessee written notice of termination, specifying the date (which must be at least thirty (30) days after the date of mailing of the notice) upon which the Agreement will terminate. In the event of termination, Lessee's right to possession of the Leased Premises immediately shall cease. SRA may then reenter and take possession of the Leased Premises and Lessee forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, Lessee shall be liable for payment of:

1. All sums accrued through the date of termination;
2. The balance of all rentals required to be paid to Lessee;
3. The reasonable costs incurred by SRA in terminating this Agreement, recovering possession of, and re-letting the Leased Premises, or any portion thereof; and
4. The reasonable cost incurred by SRA to restore the Leased Premises or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by SRA from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by SRA of any rentals from Lessee after the termination of this Agreement shall not reinstate this Agreement.

b. Possession of Leased Property; Storage. If SRA takes possession of the Leased Premises upon Lessee's default, SRA may expel Lessee and those claiming through or under Lessee and remove their property. SRA may remove all of Lessee's property in or upon the Leased Premises and place such property in storage for the account, and at the sole expense, of Lessee.

c. Cumulative Remedies. Each remedy available to SRA under this Section shall be cumulative and shall be in addition to every other remedy of SRA under this Agreement or existing at law or in equity.

Section 10.3 Nonwaiver. Neither the waiver by SRA of any breach by Lessee of any provision hereof, nor any forbearance by SRA to seek a remedy for any such breach, shall operate as a waiver of any other breach by Lessee.

Section 10.4 Event of Default by SRA, Lessee's Remedies. SRA shall not be in default in the performance of any of its obligation hereunder until SRA shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such nonperformance, after notice by Lessee to SRA specifying wherein SRA has failed to perform any such obligations. Neither the occurrence nor existence of any default by SRA shall relieve Lessee of Lessee's obligation hereunder to pay rentals, fees and charges. However, Lessee may institute such action against SRA as Lessee may deem necessary to compel performance or recover Lessee's damages for nonperformance.

Section 10.5 Condemnation. If, at any time during the Term and any extended term, the Leased Premises or the Leasehold Improvements located thereon or any portion thereof shall be taken by exercise of the power of eminent domain by a governmental entity other than SRA or the City, the proceeds and awards in the condemnation proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If SRA and Lessee are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the Leased Premises are taken wholly by condemnation, this Agreement shall terminate. Provided, valuation of Lessee's interest in the Leased Premises and any Leasehold Improvements thereon shall be determined in the manner set forth in Section 4.6 entitled Termination of Agreement for Airport Purposes.

ARTICLE XI
Transfer of Interest

Section 11.1 Assignments by SRA and the City. SRA and the City may transfer or assign this Agreement to any successor in interest to whom the Airport may be sold or assigned without consent of Lessee; however, the successor in interest shall execute and deliver to SRA, with a copy to Lessee, an instrument assuming the obligations of SRA and the City under this Agreement.

Section 11.2 Assigning, Subletting and Encumbering. Lessee shall not assign, sublet or encumber the Leased Premises, or any Leasehold Improvements thereon, without SRA's prior written consent. If Lessee shall be other than an individual, for purposes of this section, the transfer of the majority of the shares of the Lessee (including any combination of shares that are equivalent to a majority interest) or any other evidence of majority ownership interest or control in the Lessee's enterprise, shall be deemed an "assignment."

ARTICLE XII
Miscellaneous

Section 12.1 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise:

a. The singular includes the plural and vice versa;

b. The words "and" and "or" shall be both conjunctive and disjunctive;
c. The words "all" and "any" mean "any and all";
d. The word "including" means "including without limitation";
e. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
f. Reference to articles or sections respectively shall mean articles or sections of this Agreement.

Section 12.2 Existence of Lessee Entity. All references in this Agreement to "corporations" and "corporate" shall include limited liability companies and limited partnerships, as appropriate. If Lessee is a corporation, Lessee shall maintain its corporate existence and shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it. However, Lessee may, without violating the prohibition contained in this section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all of substantially all of its assets as an entity and thereafter dissolve. If the surviving or transferee corporation (a) assumes in writing all of the obligations of Lessee herein; (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Lessee immediately prior to such consolidation, merger, sale or transfer; and (c) is qualified to do business in Oklahoma.

Section 12.3 Notice. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been given sufficiently on the fifth day following the day on which the same are mailed by registered or certified or priority mail, postage prepaid as follows, if to SRA or the City: Stillwater Regional Airport Authority, 2020-1 West Airport Rd., Stillwater, OK 75075

and, if to Lessee: Stillwater Storage LLC.

SRA, the City, and Lessee, by written notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent.

Section 12.4 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

Section 12.5 Entire Agreement; Modification. This Agreement expresses the entire understanding of SRA and Lessee concerning the Leased Premises and all agreements of SRA and Lessee with each other concerning the subject matter hereof. Neither SRA nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Leased Premises or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by SRA and Lessee.

Section 12.6 **Execution of Counterparts.** This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.7 **Effect of Saturdays, Sundays and Legal Holidays.** Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 12.8 **Descriptive Headings; Table of Contents.** The descriptive hearings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 12.9 **Choice of Law; Enforcement.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even through not so expressed, shall be construed as an express covenant to make such payment or to perform, as the case may be, such act or obligation.

Section 12.10 **Force Majeure.** Neither SRA nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Lessee to pay the rentals and other charges required hereunder.

Section 12.11 **Recovery of Attorney's Fees and Costs.** If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 12.12 **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, SRA and its successors and assigns, and upon Lessee and Lessee's respective heirs, devisees, personal representatives, successors, and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

IN WITNESS WHEREOF, SRA and Lessee have entered into this Agreement at Stillwater, Oklahoma, on the 19th day of July, 2007.

STILLWATER REGIONAL AIRPORT AUTHORITY

Sidney C. Urban
Chairman

(Seal)
ATTEST:
Secretary

Chad Hoecker
Lessee

Subscribed and sworn to me before this 9 day of July, 2007.

(SEAL)

JENNIFER D. MOODY
STATE OF OKLAHOMA
NOTARY PUBLIC
COMMISSION EXPIRES JULY 28, 2008
COMMISSION #04008810
PAYNE COUNTY, OK

Jennifer D. Moody
Notary Public

My Commission Expires: July 28, 2008

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into the above lease agreement dated July 9, 2007 between Stillwater Regional Airport, lessor, and Chad Hoecker, owner, Stillwater Storage LLC., lessee.

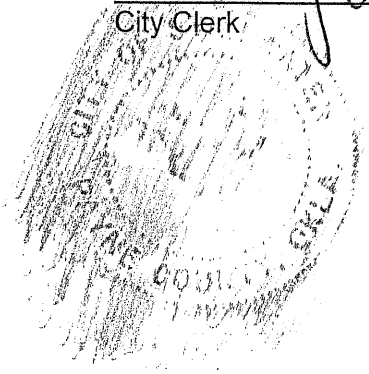
CITY OF STILLWATER

MAYOR

(Seal)
ATTEST:

Nancy Alexander

City Clerk



ADDENDUM

STILLWATER REGIONAL AIRPORT
GROUND LEASE AGREEMENT

Lease No: SRA 2007-01
Lessee: Stillwater Storage L.L.C.

Section 2.3 of the Agreement is hereby amended and modified to read as follows:

Section 2.3 Option to Extend. During the period commencing one (1) year prior to the expiration date of this Agreement and ending one hundred twenty (120) days prior to the expiration date of this Agreement ("first option period"), Lessee shall have the option to extend the Term of this Agreement, for one (1) extended period of five (5) years, and during the period commencing one (1) year prior to the expiration date of the first extended period and ending one hundred twenty (120) days prior to the expiration date of the first extended period ("second option period") Lessee again shall have the option to extend the term of this Agreement for one (1) additional extended period of five (5) years, both options to extend being subject to the following terms and conditions:

a. Lessee shall not be in default of this Agreement;
b. Lessee shall deliver timely written notice of its exercise of the option to SRA;
c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term period.

SRA additionally grants to Lessee a right of first refusal to enter into a new lease of the Leased Premises (building and real property) upon the expiration of the second option period, provided Lessee notifies SRA no later than one hundred twenty (120) days prior to the expiration of said second option period of its intent to exercise said option. Should Lessee exercise this right of first refusal, the rental rate shall be the same as that established by SRA for similar properties at the time the new lease is executed. SRA and Lessee agree that the grant of this right of first refusal is contingent upon SRA's determination to let the Leased Premises (building and real property) at the termination of this Agreement. Should SRA decide to utilize the Leased Premises for its own purposes as said time, then this right of refusal shall be null and void.

Section 3.1 of the Agreement is hereby amended and modified to read as follows:

> **Section 3.1 Initial Rental Rate.** From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base ground rental rate of **Fourteen Cents ($0.14)** per square foot. The Leased Premises contain 16,875 square feet for an initial annual rental of $2362.50. Lessee shall pay a pro rata amount for any possession of the Leased Premises for less than one (1) year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1st day of July of each year of the Term.

Section 3.1 of the Agreement is hereby amended and modified to read as follows:

> **Section 3.8 Utility Service.** Lessee, at its own expense, shall be responsible for the installation, relocation, modification and maintenance of all utility services on the Leased Premises. Lessee shall pay as the same becomes due, all utilities and other charges incurred in the operations, maintenance, use, occupancy, repair and upkeep of the Leased Premises and the improvements located thereon. SRA will grant to Lessee through a separate instrument a temporary utility easement over, under, through and across certain Airport property for the express purpose of connecting electric, water, wastewater, and telecommunication utilities the Leasehold Improvements. The term of such easement shall run concurrently with this Agreement.

IN WITNESS WHEREOF, SRA and Lessee have executed this Addendum at Stillwater, Oklahoma, on the 19th day of July, 2007.

STILLWATER REGIONAL AIRPORT AUTHORITY

Sidney C Ellis
Chairman

(Seal)
ATTEST:
SECRETARY

STILLWATER STORAGE L.L.C.

Lessee

This instrument was acknowledged before me this 9 day of July, 2007, by Chad Hoecker, Manager of Stillwater Storage L.L.C., an Oklahoma limited liability Company.

(SEAL) JENNIFER D. MOODY STATE OF OKLAHOMA NOTARY PUBLIC COMMISSION EXPIRES JULY 28, 2008 COMMISSION #04006610 PAYNE COUNTY, OK

Notary Public

My Commission Expires: July 28, 2008

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into lease agreement SRA 2007-1, dated July 9, 2007, and 2007, between Stillwater Regional Airport and Stillwater Storage L.L.C., Lessee.

CITY OF STILLWATER

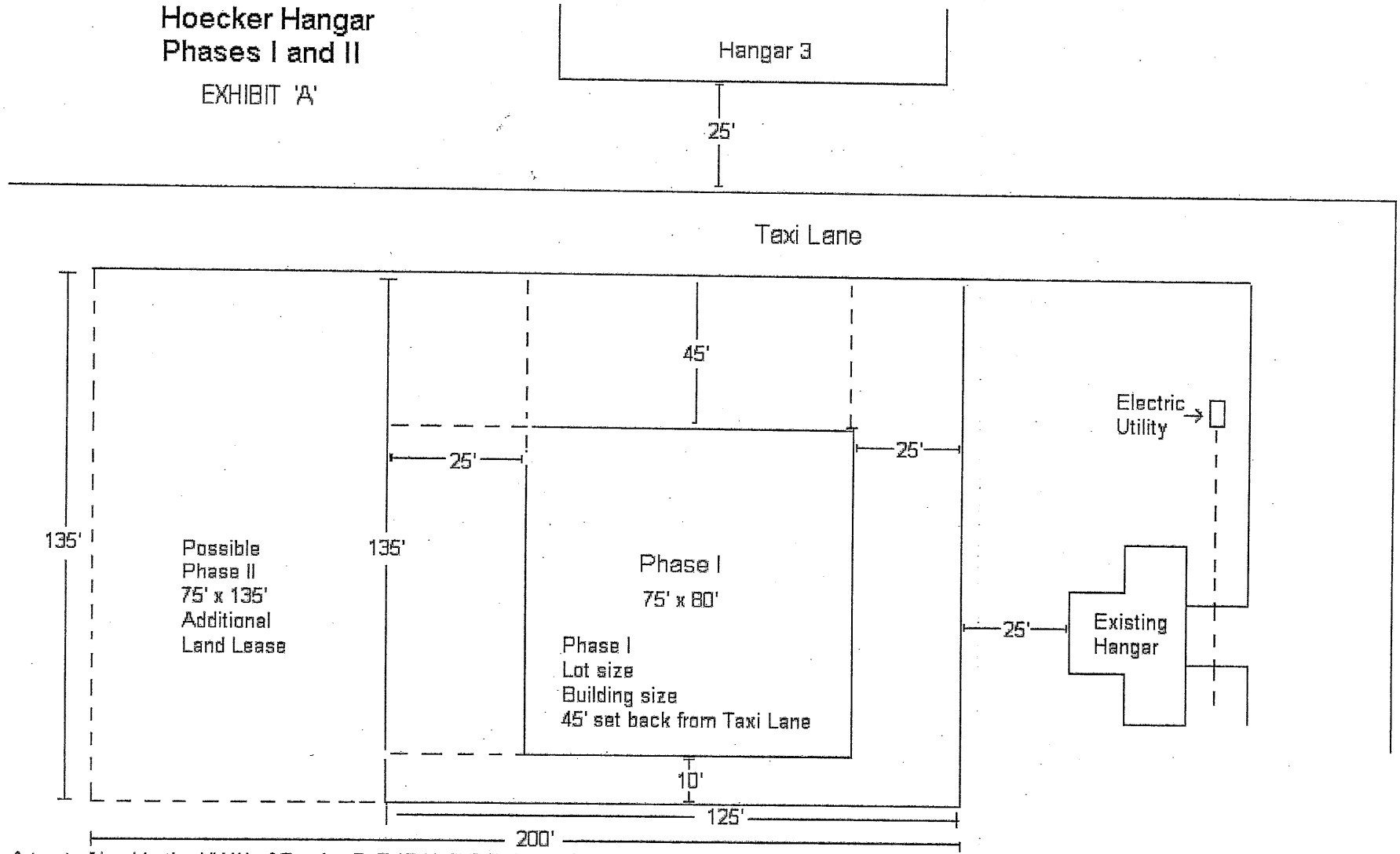
MAYOR

(Seal)
ATTEST:

City Clerk

Hoecker Hangar
Phases I and II

EXHIBIT 'A'



A tract of land in the NW/4 of Section 3, T-19-N, R-2-E, I. M., Payne County, State of Oklahoma, said tract being more particularly described as follows; Starting at the SE/corner of said NW/4; Thence West, along the South line of said NW/4, a distance of 637.7 feet; Thence North 45 Degrees 13 Minutes 20 Seconds West, a distance of 526.2 feet; Thence North 04 Degrees 52 Minutes West, a distance of 716.2 feet; Thence North 64 Degrees 40 Minutes 20 Seconds West, a distance of 152.55 feet to the POINT OF BEGINNING; Thence North 45 Degrees 08 Minutes 40 Seconds West, a distance of 125.0 feet; Thence South 44 Degrees 51 Minutes 20 Seconds West, a distance of 135.0 feet; Thence South 45 Degrees 08 Minutes 40 Seconds East, a distance of 125.0 feet; Thence North 44 Degrees 51 Minutes 20 Seconds East, a distance of 135.0 feet to the point of beginning. This tract contains 16,875 square feet more or less.

RESOLUTION NO. CC-2026-25

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT BUILDING LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND STILLWATER FLIGHT CENTER INC. TO STILLWATER FLIGHT CENTER LLC; PROVIDING LESSEE CONSENT TO COLLATERAL ASSIGNMENT AND LEASEHOLD MORTGAGE AS REQUIRED BY THE TERMS OF THE BUILDING LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE

WHEREAS, pursuant to the original Stillwater Regional Airport Building Lease Agreement dated July 6, 2020, Stillwater Aircraft Services Inc. was the Lessee of a certain building at Stillwater Regional Airport known as “Hangar #2” for the purpose of maintaining offices and/or storage for its fueling and aircraft servicing operations; and

WHEREAS, Resolution No. CC-2023-38 authorized the assignment of the Building Lease Agreement, from Stillwater Aircraft Services Inc. to Stillwater Flight Center Inc. on October 16, 2023; and

WHEREAS, on or about October 16, 2023, Stillwater Regional Airport authorized Stillwater Flight Center Inc. to sublease the hangars currently leased to Stillwater Flight Center Inc. to Hangar 1 Flight Center and Quality Aircraft Maintenance; and

WHEREAS, Resolution No. CC-2023-47 authorized consent to sublease the leased premises or a portion of Hangar 2 to Crosswind Aviation LLC; and

WHEREAS, WW Aviation LLC is acquiring 100% ownership of Stillwater Flight Center and intends to subsequently assign the Lease Agreement to Stillwater Flight Center LLC concurrent with or immediately after closing the transaction; and

WHEREAS, Section 12.2 of the Building Lease Agreement requires prior written consent of Stillwater Regional Airport prior to assignment of the Building Lease Agreement, 2020; and

WHEREAS, Stillwater Flight Center Inc. has requested written consent to assign the Building Lease Agreement to Stillwater Flight Center LLC; and

WHEREAS, Stillwater Flight Center LLC has requested written consent for the collateral assignment and filing of a leasehold mortgage in connection with this change of ownership as required by Section 6.1 of the Lease;

WHEREAS, Stillwater Regional Airport finds it appropriate and desirable to provide consent to assign the Building Lease Agreement dated July 6, 2020, as amended, and for the collateral assignment and filing of a leasehold mortgage.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT:

Section 1: The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to Lessee assigning the Building Lease Agreement dated July 6, 2020, as amended to Stillwater Flight Center LLC.

Section 2: The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to the collateral assignment of the lease to InterBank and the further filing of a leasehold mortgage.

Section 3: The City Manager is hereby authorized to sign any related documents, including any addendums to the lease that are necessary and appropriate for such purpose.

PASSED AND ADOPTED THIS 20TH DAY OF JULY 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF JULY 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

STILLWATER REGIONAL AIRPORT
BUILDING LEASE AGREEMENT

This agreement is entered into between the City of Stillwater, Oklahoma, a municipal Corporation ("City"), acting through Stillwater Regional Airport Authority, ("SRA"), and Stillwater Aircraft Services Inc. 2020-7 West Airport Road, Stillwater, Oklahoma 74075 ("Lessee").

RECITALS:

1. The City of Stillwater is a municipal corporation established under the laws of the State of Oklahoma.
2. The City of Stillwater owns and operates through the Stillwater Airport Authority, land and certain aviation facilities known as "Stillwater Regional Airport."
3. SRA desires to lease a certain building at Stillwater Regional Airport known as "Hangar #2" and more specifically described herein on Exhibit "1" for aviation purposes as hereinafter defined, and Lessee desires to lease from SRA for a term of years hereinafter defined premises, specifically to maintain offices and/or storage and aircraft servicing operations.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, SRA and Lessee do hereby agree as follows:

ARTICLE I
Definitions

Section 1.1 Definitions. Throughout this Agreement, these words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

a. *Agreement* means this lease Agreement between SRA and Lessee;
b. *Airport* means Stillwater Regional Airport;
c. *Airport Improvements* means those improvements identified on an approved Airport Layout Plan;
d. *EPA* means the United States Environmental Protection Agency and all federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
e. *FAA* means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
f. *FAR* means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA;
g. *Governmental Requirements* means all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings, including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of

either, Stillwater Regional Airport Authority; the City of Stillwater; the State of Oklahoma, or other governmental entities to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon.

h. *Leased Premises* means the land area or facility described and illustrated on Exhibit "1"
i. *Leasehold Improvements* means all improvements made by the Lessee(s) to the Leased Premises, except for "trade fixtures" as described herein.
j. *Term* means the period of time that this Agreement shall be in effect, as set forth in Sections 2.1 and 2.2;
k. *TSA* means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

ARTICLE II
Term

Section 2.1 Term of Agreement. The Term of this Agreement shall commence on July 1, 2020, and expires on June 30, 2025, unless otherwise terminated or canceled as provided herein.

Section 2.2 Survival of Obligations. All obligations under this Agreement which have been incurred by Lessee, or with respect to which Lessee shall be in default, shall survive any termination or cancellation of this Agreement, unless waived or released in writing by SRA.

Section 2.3 Option to Extend. During the period commencing one (1) year prior to the expiration date of this Agreement and ending one hundred twenty (120) days prior to the expiration date of this Agreement ("option period"), Lessee shall have the option to extend the Term of this Agreement, for one (1) extended period of five (5) years, subject to the following terms and conditions:

a. Lessee shall not be in default of this Agreement;
b. Lessee shall deliver timely written notice of its exercise of the option to SRA;
c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term period.

Section 2.4 Surrender of Possession. Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to SRA subject to the terms of Article VI, Section 6.3(b).

Section 2.5 Holding Over. If Lessee shall hold over after the termination of this Agreement, SRA, at its sole discretion, may allow Lessee to remain on the Leased Premises on a month-to-month basis as a tenant at will. During such tenancy, Lessee shall pay to SRA rentals, fees and charges at a rate set by SRA at the time the election to hold over is exercised by Lessee. Lessee shall be bound by all of the remaining provisions of this Agreement during any hold over tenancy.

Section 2.6 Lease Expiration. At the end of the Term, Lessee shall immediately and peaceably vacate the leased premises. Any and all Leasehold Improvements and/or constructed and/or attached by Lessee on the Leased Premises shall become the property of SRA, unless removed in accordance with Section 6.3 herein. Lessee agrees to execute any and all documents necessary to convey title to any such improvement/fixture to SRA at said time.

ARTICLE III
Rentals, Fees and Charges

Section 3.1 Initial Rental Rate. From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base rental rate of Fifteen Thousand One Hundred Fifty-Nine Dollars and Eighteen Cents ($15,159.18). The leased premises contain 11,832 square feet square feet as identified in Exhibit "1" for an initial annual rental of One Thousand Two Hundred Sixty-Three Dollars and Twenty Seven Cents per month ($1,263.27/month) or Fifteen Thousand One Hundred Fifty-Nine Dollars and Eighteen Cents per year ($15,159.18/year). Lessee shall pay a pro rata amount for any possession of the Leased Premises for less than one (1) year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1st day of July of each year of the Term.

Section 3.2 Subsequent Rental Rate--CPI; Improvement Cost Adjustment. Effective on each July 1st during the Term of this Agreement, the base rental rate shall be increased based upon the percentage increase in the National Consumer Price Index ("CPI") as published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency or entity. The annual base ground rental rate shall be adjusted to the nearest penny ($0.01). Additionally, the cost of any structural improvement(s) to the building paid for by SRA shall be added to the rental rate. The total amount of such increase shall equal the actual cost of the improvement(s) and shall be payable by Lessee in equal installments during the initial term of this Agreement. Said rate adjustment shall become effective upon payment for said improvement by SRA and written notice to Lessee of such rate adjustment. Lessee may cancel this Agreement upon one hundred twenty (120) days written notice to SRA if Lessee objects to such a rate increase.

Section 3.3 Rate Adjustment--Limitation. In any event, the rental rate for any succeeding rental period shall not be less than the rental rate established for the preceding rental period.

Section 3.4 Fees and Charges. Lessee shall pay to SRA as the same are or may be applicable to Lessee, the following fees and charges, for the use of services, privileges and facilities at the Airport:

a. Fuel Flow Fee. Lessee shall pay to SRA an Aviation Fuel Flowage Fee in the manner and amount established by ordinance and/or regulations.

b. Other. Lessee shall pay to SRA such other fees and charges as reasonably may be assessed for all other services, privileges or facilities used by Lessee at the Airport as established by SRA and published in the Schedule of Rates, Fees and Charges, including any amendments.

Section 3.5 License Contingent Upon Payment. The grant of the rights, licenses, facilities, services and privileges to Lessee under this Agreement, in each case, shall be subject to the full and timely payment of the rentals, fees and charges required to be paid by Lessee hereunder.

Section 3.6 Landlord's Lien. SRA shall have the first lien, paramount to all others, on every right and interest of Lessee in this Agreement, on all improvements, equipment and fixtures to the Leased Premises. The lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance, all and singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma. Aircraft stored on the Leased Premises are specifically excluded from this lien.

Section 3.7 Place of Payments. All sums payable by Lessee hereunder shall be delivered to:

Stillwater Regional Airport
2020-1 West Airport Road
Stillwater, Oklahoma 74075

Section 3.8 Delinquencies. In addition to any remedy available to it hereunder, SRA may impose as additional rent a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, if greater.

Section 3.9 Security Assurances. Concurrently with execution of this Agreement, Lessee shall obtain and deliver to SRA, unless specifically waived in writing by SRA a security assurance in a form acceptable under the Minimum Standards for Commercial Activities at Stillwater Regional Airport, renewable for the term thereof. Said Security Assurance shall serve the purpose of securing payment of all sums payable by Lessee to SRA hereunder and will be forfeited in whole or in part to satisfy a Lessee liability in the event of Lessee's failure to pay any rates, rentals, fees or charges of whatsoever nature due SRA and conditioned to ensure the faithful and full performance by Lessee of all its covenants, terms, conditions and obligations of this Agreement. Upon request of SRA, Lessee shall restore the Security Assurance to its original Amount. The Security Assurance shall be in the amount of fifty percent (50%) of the annual rental rates, fees and charges to be paid by Lessee pursuant to Section 3.1 hereof. The form, provisions and nature of the Security Assurance, and the identity of the surety, insurer or other obligor, shall be subject to the approval of SRA. In the event that SRA and Lessee hereafter agree to any amendment or modification of this Agreement, Lessee shall, if required by the terms of the Security Assurance, obtain the consent of the surety, insurer or other obligor hereunder, as the case may be, and shall adjust the amount of the Security Assurance to reflect any increase in the rentals, fees or charges payable by Lessee hereunder. The failure of Lessee to furnish (and keep in full force and effect) the Security Assurance, to renew the same,

to adjust the amount thereof, or to obtain the consent of surety, insurer or obligor as heretofore set forth, shall constitute an event of default under this Agreement.

Section 3.10 Accord and Satisfaction. No payment by Lessee or receipt by SRA of a lesser amount than the rentals, percentage fees and/or charges or payment(s) due to be made by Lessee hereunder shall be deemed to be other than a payment on "account" of the rent, percentage fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rent fees and/or charges shall be deemed in accord and satisfaction, and SRA may accept such check or payment without prejudice to SRA's right to recover the balance of such rent percentage fees and/or charges or to pursue any other remedy provided in this Agreement.

Section 3.11 Utility Service/Cost. Lessee, at its own expense, shall be responsible for the cost of all utility services on the Leased Premises. Lessee shall pay as the same becomes due, all utilities and other charges incurred in the operations, maintenance, use, occupancy, of the Leased Premises and the improvements located thereon.

ARTICLE IV
Lessor's Grants; Reservations

Section 4.1 Lease. SRA hereby offers and leases to Lessee, and Lessee hereby accepts and leases from SRA, the Leased Premises for the aviation purposes set forth in Section 5.1 hereof for the Term of this Agreement, subject to the provisions set forth herein. Lessee accepts the Leased Premises in the condition existing at the commencement of this Agreement.

Section 4.2 Avigation Easement. SRA also reserves for itself, and the City and its licensees, an avigation easement in, over and across the air space above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities. SRA reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with 14 C.F.R. Part 77 and other applicable standards or Governmental Requirements, together with the right to prevent Lessee or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport (other than any buildings to be constructed in compliance with the plans and specifications approved pursuant to Article VI hereof), which would conflict with such standards and Governmental Requirements.

LESSEE SHALL WAIVE, REMISE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH LESSEE MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST SRA OR CITY ON ACCOUNT OF OR ARISING OUT OF NOISE, VIBRATIONS, FUMES, DUST, FUEL, PARTICLES AND OTHER EFFECTS THAT MAY BE CAUSED OR MAY HAVE BEEN CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT OR ON THE AIRPORT OR IN AND NEAR THE AIRSPACE ABOVE THE LEASED PREMISES.

Lessee shall (a) not allow any tree or other vegetation to remain on the Leased Premises which encroaches upon or extends into the prohibited airspace or rights-of-way of the Airport; (b) use, permit or suffer the use of the Leased Premises is such a manner as to create electrical interferences with radio communication to or from any aircraft or between any airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the landing, taking off or maneuvering of aircraft; (c) not permit the construction of any facility or improvement which attracts or results in the concentration of birds which would interfere with the safe operation of aircraft in the airspace above the Leased Premises and at the Airport; and (d) not cause or permit any change in authorized land use hereunder that will reduce the compatibility of the noise compatibility program measures upon which Federal funds have been expended.

"Airspace" means for the purposes of this Section, any space above the ground level of the Leased Premises. "Aircraft" means for the purposes of this Section, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion, which powers said aircraft in flight. It is understood and agreed that the covenants and agreements in this section shall run with the land.

Section 4.3 Reservation of Mineral Rights. SRA reserves all right, title and interest in and to all minerals in, on or under the Leased Premises. Lessee shall not engage in any mining or drilling activities in, on or under the Leased Premises during the Term of this agreement. "Minerals" as used herein shall mean all mineral substances and deposits whether solid, gaseous, or liquid.

Section 4.4 Quiet Enjoyment. Unless Lessee shall have defaulted in his obligations hereunder, he shall have quiet enjoyment of the Leased Premises. Provided, however, SRA makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or that they will be suitable for Lessee's purposes and needs. SRA reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter and expand the Airport and all roadways, parking areas, terminal facilities, runways, taxiways and other aircraft operating areas as it may reasonably see fit, free from any and all liability to Lessee for damages of any nature whatsoever to Lessee occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport.

Section 4.5 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between SRA and Lessee; (b) to give SRA any interest in the business of Lessee; or (c) to grant to Lessee any powers as an agent or representative of SRA or the City, for any purpose or to bind SRA or the City.

Section 4.6 Right of Relocation. SRA shall have the right to relocate Lessee's Leased Premises including any improvements located thereon when necessary to accommodate the overall growth and development of the Airport. The need for such relocation shall be determined by SRA.

In the event such a relocation becomes necessary, Lessee shall be assigned a replacement area, if available, which is equivalent in size and amenities. Should Lessee

disagree with the replacement location, Lessee shall have the right, within fifteen (15) calendar days of receipt of the written notice by the Airports Director of impending relocation, to provide written notice to the Airport Director that Lessee disagrees with the replacement location. Upon such written notice by Lessee, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith an attempt to resolve the matter to the satisfaction of both parties; however, if for any reason this issue is not resolved within thirty (30) days, SRA shall have the right to unilaterally decide the matter, and Lessee agrees to and shall abide by SRA's decision.

Should the Airports Director serve written notice on Lessee that Lessee is to be relocated, Lessee agrees it shall take or cause to be taken any and all actions as may be required to vacate its Leased Premises and surrender the same to SRA and begin serving the public from replacement location or remainder space upon written notice by the Airports Director that said replacement premises are available for beneficial occupancy by Lessee. Lessee shall be responsible for moving its trade fixtures. If SRA requires Lessee to relocate its Leased Premises during the Term of this Agreement, the cost of the replacement service center site and improvements located thereon shall be borne by SRA.

Section 4.7 Termination of Agreement for Airport Purposes. Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, SRA hereby expressly reserves the right to terminate this Agreement upon a determination by SRA that the Leased Premises are needed for permanent Airport construction, or development, or improvements. Such construction, development or improvements shall be for airport and or aviation purposes only.

In the event that permanent Airport construction, development or improvement necessitates termination of this Agreement and the acquisition of Lessee's Leasehold Improvements and interest in the Leased Premises, Lessee shall surrender the Leased Premises to SRA within ninety (90) days from receipt of SRA's written notice of its intent to terminate the Agreement and acquire Lessee's Leasehold Improvements and interest in the Leased Premises. SRA shall use its best efforts to provide Lessee with replacement premises at the Airport at the rates not to exceed those provided in this Agreement and under the same terms and conditions as this Agreement or the then current lease agreement in use by SRA subject to the same periods of duration and renewal options of this Agreement. Relocation benefits shall be paid by SRA to Lessee in the manner required by applicable law.

ARTICLE V
Use

Section 5.1 Use of Leased Premises. Lessee shall use the Leased Premises for the express and limited purpose of maintaining offices and/or storage for its fueling and aircraft servicing operations located on the Airport. Provided, that should SRA authorize the subletting of all or any portion of the Leased Premises by Lessee during the term of this Agreement for another aviation purpose, then such purpose shall also be an authorized use of the Leased Premises. Lessee shall have a *non-exclusive* license to use, in common with others, the access roads or designated taxiways or taxi lanes as aircraft operations will safely permit for

purposes of ingress and egress to the Leased Premises and the public facilities of the Airport to carry on its fueling and/or aircraft servicing operations as authorized by this agreement and Stillwater Regional Airport Authority Building Lease Agreement or any successor agreement. SRA reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to Lessee.

Section 5.2 General Use of the Airport. Subject to terms, conditions and covenants hereof, and provided that Lessee is not in default of this Agreement, Lessee shall be entitled to use, on a *non-exclusive* basis, public areas of the Airport including runways, taxiways, taxi lanes, aprons, lighting, navigation aids, and other facilities necessary for the operation of the aircraft.

Section 5.3 Fueling Operations. Lessee shall be entitled to fuel and service aircraft as a fixed base operator on Airport property during the term of this Agreement. In addition to any other requirements set forth in this Agreement, Lessee shall comply with all Governmental Requirements, including without limitation, those of the Environmental Protection Agency, for fuel tanks, fuel storage, the transportation of fuel and fuel pumping facilities.

Section 5.4 Safety and Security Plan. Lessee, at its sole cost and expense, shall comply with any airport safety and security plan established by SRA. Lessee shall require all invitees entering the Leased Premises to comply with any such plan and all applicable Governmental Requirements pertaining to security and safety.

Section 5.5 Limitations on Signage. Lessee shall not erect, maintain or display signs or advertising or graphics at or on the exterior parts of the Leased Premises, or inside the Leased Premises, so as to be visible outside the Leased Premises, without the prior, written approval of SRA. Exterior signs affecting public safety and security shall be erected, maintained and/or displayed in accordance with applicable Governmental Regulations. If SRA has not granted approval for said signage, Lessee shall within five (5) days of receipt of written notice by SRA, remove, obliterate, or paint out any and all advertising signs, posters, graphics and similar devices placed by Lessee on the Leased Premises. Should Lessee fail to so remove, obliterate or paint out each and every sign, poster, graphic or piece of advertising designated by SRA in said written notice and restore the Leased Premises to its prior condition, SRA may effect such removal and Lessee shall pay the entire cost thereof to SRA on demand.

ARTICLE VI
Improvements to the Premises

Section 6.1 Title to Existing Improvements. Title to all improvements (except the building and any other improvements owned by SRA or City) currently located on the Leased Premises and Leasehold Improvements constructed by the Lessee during the Term of this Agreement as hereinafter set forth, shall be and remain in Lessee during the Term of this Agreement and any extended period. Title to any such Leasehold Improvements shall vest with SRA upon expiration of this Agreement as set forth in Section 2.6 herein. Lessee shall not sell, convey, mortgage, gift, or devise the Leasehold Improvements without SRA consent.

Section 6.2 Removal or Alteration of Airport Structures on Leased Premises. Lessee shall not remove or otherwise permanently alter any improvement to the Leased Premises that is owned by SRA or the City without prior written consent of SRA. Lessee shall request permission in writing to remove or alter such improvements during the term of this Agreement, or at the termination or expiration thereof.

Section 6.3 Removal or Alteration of Improvements on Leased Premises. Removal of any building, hangar, or other structure constructed on the Leased Premises by Lessee during the term of this Agreement shall require the additional consent of the Stillwater City Council. The entire cost of any removal, storage, maintenance, transportation and/or disposal of any Leasehold Improvement shall be paid by Lessee. Upon termination or expiration of this Agreement, SRA may require Lessee to remove Lessee's Improvements. In such event, Lessee shall restore the Leased Premises to an unimproved condition and shall pay the entire cost of such removal and/or restoration. If Lessee fails to so remove any such improvement, SRA may, at its sole discretion, cause such improvement(s) to be removed from the Leased Premises and the entire cost of removal and/or restoring said Leased Premises shall be paid by Lessee. Provided, that this requirement shall not apply to any trade fixture that is not permanently attached to the Leased Premises.

Section 6.4 Construction of New Improvements. Lessee shall have the right to construct new improvements on the Leased Premises in accordance with the terms and conditions of this Agreement. Lessee shall not construct any improvements to the Leased Premises without submittal to, and approval of, all plans and specifications by SRA as hereinafter set forth. All plans and specifications for new improvements on the Leased Premises shall be prepared by Lessee in compliance with applicable Governmental Requirements. Lessee shall furnish to SRA copies of permits and licenses needed for construction. A construction application, in a form prepared by Authority, together with plans and specifications, shall be submitted by Lessee to SRA for approval. Thereafter, SRA shall have thirty (30) days after receipt within which to approve the plans and specifications, or to notify Lessee of any objections thereto. Each objection and the ground therefor, shall be stated separately. Lessee shall have a reasonable time thereafter within which to make any revisions to remove SRA's objections. Upon SRA's receipt of the final plans and specifications, SRA shall have thirty (30) days within which to approve or reject Lessee's revised proposal. After SRA's approval of the final plans and specifications, Lessee may proceed with construction. Construction shall be substantially in accordance with the approved plans and specifications. Upon completion of construction, Lessee shall furnish to SRA one (1) complete set of reproducible "as built" plans and specifications in digital format.

Section 6.5 Adverse Effect of New Improvements. New improvements on the Leased Premises shall not be constructed in a manner which may adversely affect existing improvements, other Airport tenants, Airport property, or other property contiguous to the Airport.

Section 6.6 Inspection. SRA and/or the City, or the authorized representative of SRA or City, shall have the right to inspect the Leased Premises during all reasonable hours, or in case of emergency, at any time.

Section 6.7 Weight Limitations. Lessee hereby specifically acknowledges that the roadways, taxi lanes, taxiways, ramps and aprons located on the Airport wherein the Leased Premises are located are stressed for designated maximum gross weights. Lessee shall be responsible for all damage or destruction caused by utilization of said Airport roadways, taxi lanes, taxiways, ramps and aprons by aircraft or vehicles operated by Lessee or invitees in excess of the maximum gross weights.

Section 6.8 Fences and Gates. If any part of the Leased Premises, or the improvements thereon, are enclosed within the secure area of the Airport, Lessee shall provide all materials and labor, at its sole cost, necessary to comply with the Airport Security Plan and TSA Section 49 CFR Part 1542 (Airport Security). Lessee shall pay the cost of all additional gates or doors required for access by Lessee and its employees, business invitees, or others from the landside of the Airport to the air side of the Airport into the secure area. Lessee shall install an entry card system approved by the SRA pursuant to the Airport Security Plan submitted to and approved by the FAA at all security gates or doors on the Leased Premises. Any alteration of the communication devices or entry card system, which may be necessitated by a change in Governmental Requirements shall be paid for by Lessee.

Section 6.9 Minimum Hangar Standards.

a. *Lawn Maintenance.* Lessee is responsible for mowing lawn and trimming weeds and grass in the immediate vicinity of the building (See Exhibit "1"). Grass should be kept to a height not greater than six inches. SRA is responsible to mow grass and lawn from the apron area to the taxiway. Any trees or shrubbery planted must not limit the visibility for vehicular or aircraft movement.

b. *Outside Storage.* Lessee shall not store any items on the exterior of the hangar structure, except as may be specifically permitted by this agreement or with the prior written permission of the Stillwater Regional Airport Director. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components thereof, shall not be parked, stored or left standing for a period of excess of thirty (30) days on the exterior areas or portions of the Leased Premises. Approval of the Airport Director is required if the thirty (30) day period allowed will be exceeded.

c. *Exterior Improvement Appearance.* SRA shall maintain the exterior appearance of the Facility on the Leased Premises in a proper state of repair Lessee shall be deemed in conformity with this maintenance standard as outlined in a, b, and c of this section, if Lessee has consulted, and complied, with reasonable directives from SRA. Compliance with this maintenance standard is a prerequisite for SRA approval of (i) Lessee's option to extend, and/or (ii) a new sublease agreement for the Leased Premises.

Section 6.10 No Liens or Encumbrances. Lessee shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished material for construction of any improvement required or authorized under this Agreement, and all bills, costs or claims of whatever kind, which may at law or equity become a lien upon said work, or a claim against the Leased Premises. Provided, however, that Lessee may contest the

amount or validity of any claim without being in default of this Agreement upon furnishing security satisfactory to SRA guaranteeing such claim will be properly discharged forthwith if any such contest is finally determined against Lessee.

ARTICLE VII
Maintenance and Care of Leased Premises

Section 7.1 Lessee's Obligations. Lessee, at all times, shall keep in a clean and orderly condition and appearance all the Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon. Lessee shall be responsible for the minor maintenance required to occupy the lease premises. Lessee shall not store aircraft service vehicles, tugs, fuel trucks, fork lifts, mobile equipment, cargo, or other personal property on the Leased Premises unless the same are in common use in Lessee's aviation related operations. The Leased Premises shall not be used for the storage of motor vehicles, recreational vehicles or boats. Lessee shall not commit or suffer to be committed any nuisance on the Leased Premises. Lessee shall conduct Lessee's operations in an orderly and proper manner so as not to annoy, disturb, or be offensive to others at the Airport. Lessee shall take all reasonable measures to keep the sound level of Lessee's operations as low as reasonably possible. Lessee shall not permit the accumulation of any rubbish, trash or other waste material on or about the Leased Premises. Lessee shall not store any gasoline or other material likely to give off fumes or gases or any material likely to constitute a fire, safety or security hazard on the Leased Premises, except in tanks and in the manner approved by appropriate governmental authorities. Lessee shall not cause or permit any hazardous or flammable substance to be used, stored, generated or disposed of on the Airport or Leased Premises, except as otherwise provided herein.

ARTICLE VIII
Indemnity and Insurance

Section 8.1 Indemnity-General. Lessee shall indemnify, protect, defend and hold completely harmless, SRA, the City, and its officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Leased Premises, Lessee's fueling and/or aircraft servicing operations, the Airport, or the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regarding of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of SRA. SRA shall give notice to Lessee of any such liability, loss, suit, claim or demand, and Lessee shall defend the same using counsel reasonably acceptable to SRA. The provisions of this section shall survive the early termination or expiration of this Agreement.

Section 8.2 Insurance.

a. Lessee shall maintain in force during the Term, and any extended Term, public liability and insurance in comprehensive form including but not limited to airport premises liability and aircraft liability with such coverage and limits as reasonably may be required and approved by SRA from time to time, but in no event for less than in minimum amounts equal to the liability limits applicable to municipalities under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, which are presently $125,000.00 per person for personal injury; $25,000.00 per person for property damage; and $1,000,000.00 total liability per occurrence. SRA, the City of Stillwater, and the officers, employees, and/or agents of said entities shall be named as additional insured on said policy up to, but not exceeding, the statutory liability limits. This requirement should not be construed as limiting the ability of Lessee to obtain additional liability insurance in excess of the statutory liability amounts, provided that SRA, the City of Stillwater, and their officers, employees, and/or agents are not named as additional insured to the extent any liability coverage in excess of the statutory liability limits is procured by Lessee. Lessee shall additionally maintain insurance for its fueling and/or aircraft servicing operations in accordance with the applicable Governmental Requirements.

b. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance by providing a certificate of Lessee's insurance coverage. The certificate(s) of insurance shall provide that (1) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to SRA; (2) the policy shall be considered primary as regard any other insurance coverage SRA or the City may possess, including any self-insured retention or deductible SRA or the City may have, and any other insurance coverage SRA or the City may possess shall be considered excess insurance only; and (3) deductibles shall not exceed five thousand dollars ($5,000.00).

c. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to SRA a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, and Lessee's failure to respond to a written notice from SRA, SRA may, in addition to all its other remedies exercise SRA's rights as provided in the default provisions of this Agreement.

ARTICLE IX
Regulated Substances

Section 9.1 Compliance and Indemnity. Lessee shall not cause or permit any "Regulated Substance" as hereinafter defined, to be brought upon, generated, stored, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, or invitees, except for such Regulated Substance of the type and quantity as is necessary to Lessee's business and with prior written notice to SRA. Any Regulated Substance permitted on the

Leased Premises as provided herein, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to this Regulated Substance, including but not limited to the Governmental Requirements.

Lessee shall not cause or permit, release, discharge, leak, or emit, nor permit to be discharged, leaked, released, or emitted, any Regulated Substance into the atmosphere, ground, storm or sewer system, or any body of water, ditch, stream, if that Regulated Substance (as is reasonably determined by SRA, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises or elsewhere, or (b) the condition, use or enjoyment of the building, facilities or any other real or personal property. Lessee shall fully and timely comply with all applicable federal, state and local statutes, ordinances and regulations relating to protection of the environment, including, without limitation, 42 U.S.C. §6991-6991i.

Disclosure. At the commencement of each year of the term hereof, Lessee shall disclose to SRA the name(s) and approximate amount(s) of any Regulated Substance that Lessee intends to store, use, or dispose of on the Leased Premises in the first year of the Term hereof. In addition, at the commencement of each additional year of the Term hereof, beginning with the second year, Lessee shall disclose to SRA the name(s) and amount(s) of all Regulated Substances that were actually used, stored, or disposed of on the Leased Premises if those materials were not previously identified to SRA at the commencement of the previous lease year.

Compliance Action. Lessee shall, at Lessee's sole expense, clean-up, remove, and remediate (1) any Regulated Substance in, on, or under the Leased Premises in excess of allowable levels established by all applicable federal, state and local laws and regulations, and (2) all contaminants and pollutants, in, on, or under the Leased Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be moved, cleaned up, or remediated by any applicable federal, state, or local law, regulation, standard or order. This obligation does not apply to a release of Regulated Substances, pollutants, contaminants, or petroleum products that existed on the Leased Premises prior to the execution of the agreement caused solely by the act or omission of SRA or a third party for whom the operator is not responsible (e.g. not a customer, invitee, employee, agent, or person having any contractual or business relationship with Lessee).

Definition of Regulated Substances. Regulated Substances: As used herein, the term "Regulated Substances" means and includes any and all substances, chemicals, waste, sewage or other materials, which are now or hereafter regulated, controlled or prohibited by any local, state, or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 *et seq.*, The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 *et seq.*, The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 *et seq.*, Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 *et seq.*, or the Clean Air Act (CAA), 42 U.S.C. §7401 *et seq.*, all as amended and amended hereafter; (b) any substance defined as a "hazardous substance", "hazardous waste", "toxic substance",

"extremely hazardous waste", "RCRA hazardous waste", "waste", "hazardous material" or "controlled industrial waste", as defined in the Oklahoma Industrial Waste Disposal Act, 63 O.S. §1-2000 *et seq.*; (c) any Regulated Substance, hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term Regulated Substance or "hazardous substances" also means and includes, without limitation, asbestos, flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof); petroleum based products; paints and solvents; leads; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorobiphenyls; and other regulated chemical products.

Indemnity Noncompliance/Notice of Violation. Lessee hereby fully agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Regulated Substances kept on the Leased Premises by Lessee, and the Lessee shall give immediate notice to SRA of any violation or potential violation of the provisions hereof. Without limiting any provisions of this Agreement, Lessee shall defend, indemnify, and hold harmless SRA, the City, and any councilors, board members, officers, agents, and employees for said entities from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) any liabilities, damages, suits, penalties, judgments and environmental cleanup, removal, response, assessment, or remediation costs, arising from actual, threatened or alleged contamination of the Leased Premises; (b) the presence, disposal, release, or threatened release of any such Regulated Substance that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Regulated Substance; (d) any lawsuit brought or threatened, settlement reached, or government order relating to that Regulated Substance; or (e) any violation of any laws applicable thereto. The provisions hereof shall be in addition to any other obligations and liabilities Lessee may have to SRA at law or equity and shall survive the transactions contemplated herein and shall survive the termination or expiration of this Agreement.

ARTICLE X
Governmental Requirements

Section 10.1 Governmental Requirements – General. Lessee shall comply with all Governmental Requirements applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon. Lessee shall also require its guests, invitees, and those doing business with it at the Airport to comply with all applicable Governmental Requirements.

Section 10.2. No Liability for Exercise of Powers. Neither SRA nor the City shall be liable to Lessee for any diminution or deprivation of Lessee's rights which may result from the

proper exercise of any power to preserve SRA or the City under this Agreement. Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall substantially interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

Section 10.3 Non-discrimination. Lessee, Lessee's successors in interest and assigns, as a part of the consideration hereof, do covenant and agree hereby, as a covenant running with the land, and as a condition of any license and/or right granted herein or by Airport, that in the event facilities are constructed, maintained and/or otherwise operated on property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21, (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Part 26 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Nondiscrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder or may hereafter be amended.

Section 10.4 Taxes and Other Governmental Charges. Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that any time may be lawfully assessed or levied against or with respect to Lessee's Leasehold Improvements, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created or authorized by this Agreement. Lessee may contest any such taxes or governmental charges in good faith and with due diligence, as permitted by law.

Section 10.6 Open Records Act. Lessee understands and acknowledges that SRA is a public body and obligated to comply with the Oklahoma Open Records Act (51 O.S. §24A.1. *et.seq.*). Lessee understands and acknowledges that persons or entities that submit information to public bodies have no right to keep such information from public access or dissemination, nor a reasonable expectation that the information will be kept from public access. SRA has no duty to notify Lessee whenever a request for such information is received by SRA in accordance with the Act.

Section 10.7 Domestication. If Lessee is a foreign corporation, Lessee shall domesticate corporate status within the State of Oklahoma. Lessee shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to SRA such evidence of good standing as SRA from time to time reasonably may require.

ARTICLE XI
Default

Section 11.1 Events of Default Defined/Cure. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following:

a. Lessee shall fail to pay when due and owing any rentals, fees, or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by SRA;

b. Lessee shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the Leased Premises to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in the Leased Premises, the Leasehold Improvements, or in this Agreement, except in accordance with the provisions hereof;

c. Lessee shall terminate Lessee's corporate structure, except as permitted herein;

d. Lessee shall substantially breach any term, provision, condition, obligation or covenant under this Agreement;

e. Lessee shall abandon, desert, or vacate the Leased Premises voluntarily for a continuous period of ninety (90) days or more after a written notice served on Lessee. Abandonment shall be presumed by evidence of non-payment of rentals for a continuous period of ninety (90) days after due, plus non-occupancy of the Leased Premises.

f. Lessee shall fail to comply with insurance requirements imposed in Section 8.2 hereof.

If Lessee commits an event of default as set forth in Subsections 10.1(a) through (f) hereof, and such failure shall continue unremedied for thirty (30) days after SRA shall have given to the Lessee written notice specifying such default, then SRA may proceed in accordance with Section 10.2 of this Agreement; provided, SRA may grant Lessee (in writing) such additional time as reasonably is required to correct any such default if Lessee has instituted corrective action as is diligently pursuing the same.

Section 11.2 Remedies upon Lessee's Default and Failure to Cure. Whenever an event of default of Lessee shall occur, and upon Lessee's failure to cure after notice of default is given as provided in Section 11.1 above, SRA may pursue any available right or remedy at law or equity, including:

a. *Termination.* SRA may deliver to Lessee written notice of termination, specifying the date (which must be at least thirty (30) days after the date of mailing of the notice) upon which the Agreement will terminate. In the event of termination, Lessee's right to possession of the Leased Premises immediately shall cease. SRA may then reenter and take possession of the Leased Premises and Lessee forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, Lessee shall be liable for payment of:

1.) All sums accrued through the date of termination;
2.) The balance of all rentals required to be paid to Lessee;

3.) The reasonable costs incurred by SRA in terminating this Agreement, recovering possession of, and re-letting the Leased Premises, or any portion thereof; and
4.) The reasonable cost incurred by SRA to restore the Leased Premises or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by SRA from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by SRA of any rentals from Lessee after the termination of this Agreement shall not reinstate this Agreement.

b. *Possession of Leased Property; Storage.* If SRA takes possession of the Leased Premises upon Lessee's default, SRA may expel Lessee and those claiming through or under Lessee and remove their property. SRA may remove all of Lessee's property in or upon the Leased Premises and place such property in storage for the account, and at the sole expense, of Lessee.

c. *Cumulative Remedies.* Each remedy available to SRA under this Section shall be cumulative and shall be in addition to every other remedy of SRA under this Agreement or existing at law or in equity.

Section 11.3 Nonwaiver. Neither the waiver by SRA of any breach by Lessee of any provision hereof, nor any forbearance by SRA to seek a remedy for any such breach, shall operate as a waiver of any other breach by Lessee.

Section 11.4 Event of Default by SRA, Lessee's Remedies. SRA shall not be in default in the performance of any of its obligation hereunder until SRA shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such nonperformance, after notice by Lessee to SRA specifying wherein SRA has failed to perform any such obligations. Neither the occurrence nor existence of any default by SRA shall relieve Lessee of Lessee's obligation hereunder to pay rentals, fees and charges. However, Lessee may institute such action against SRA as Lessee may deem necessary to compel performance or recover Lessee's damages for nonperformance.

Section 11.5 Condemnation. If, at any time during the Term and any extended term, the Leased Premises or the Leasehold Improvements located thereon or any portion thereof shall be taken by exercise of the power of eminent domain by a governmental entity other than SRA or the City, the proceeds and awards in the condemnation proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If SRA and Lessee are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the Leased Premises are taken wholly by condemnation, this Agreement shall terminate. Provided, valuation of Lessee's interest in the Leased Premises and any Leasehold Improvements thereon shall be determined in the manner set forth in Section 4.7 entitled *Termination of Agreement for Airport Purposes.*

ARTICLE XII
Transfer of Interest

Section 12.1 Assignments by SRA and the City. SRA and the City may transfer or assign this Agreement to any successor in interest to whom the Airport may be sold or assigned without consent of Lessee; however, the successor in interest shall execute and deliver to SRA, with a copy to Lessee, an instrument assuming the obligations of SRA and the City under this Agreement.

Section 12.2 Assigning, Subletting and Encumbering. Lessee shall not assign, sublet or encumber the Leased Premises, or any Leasehold Improvements thereon, without SRA's prior written consent. If Lessee shall be other than an individual, for purposes of this section, the transfer of the majority of the shares of the Lessee (including any combination of shares that are equivalent to a majority interest) or any other evidence of majority ownership interest or control in the Lessee's enterprise, shall be deemed an "assignment."

ARTICLE XIII
Miscellaneous

Section 13.1 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise:

a. The singular includes the plural and vice versa;
b. The words "and" and "or" shall be both conjunctive and disjunctive;
c. The words "all" and "any" mean "any and all";
d. The word "including" means "including without limitation";
e. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
f. Reference to articles or sections respectively shall mean articles or sections of this Agreement.

Section 13.2 Existence of Lessee Entity. All references in this Agreement to "corporations" and "corporate" shall include limited liability companies and limited partnerships, as appropriate. If Lessee is a corporation, Lessee shall maintain its corporate existence and shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it. However, Lessee may, without violating the prohibition contained in this section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all of substantially all of its assets as an entity and thereafter dissolve. If the surviving or transferee corporation (a) assumes in writing all of the obligations of Lessee herein; (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Lessee immediately prior to such consolidation, merger, sale or transfer; and (c) is qualified to do business in Oklahoma.

Section 13.3 Notice. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been given sufficiently on the fifth day following the day on which the same are mailed by registered or certified or priority mail, postage prepaid as follows, if to SRA or the City:

3304 N. Airport Industrial Access Road
Stillwater, Oklahoma 74075

and, if to Lessee:

2020-7 West Airport Road
Stillwater, Oklahoma 74075

SRA, the City, and Lessee, by written notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent.

Section 13.4 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

Section 13.5 Entire Agreement; Modification. This Agreement expresses the entire understanding of SRA and Lessee concerning the Leased Premises and all agreements of SRA and Lessee with each other concerning the subject matter hereof. Neither SRA nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Leased Premises or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by SRA and Lessee.

Section 13.6 Execution of Counterparts. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7 Effect of Saturdays, Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 13.8 Descriptive Headings; Table of Contents. The descriptive hearings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 13.9 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even through not so expressed, shall be construed as an express covenant to make such payment or to perform, as the case may be, such act or obligation.

Section 13.10 Force Majeure. Neither SRA nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Lessee to pay the rentals and other charges required hereunder.

Section 13.11 Recovery of Attorney's Fees and Costs. If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 13.12 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, SRA and its successors and assigns, and upon Lessee and Lessee's respective heirs, devisees, personal representatives, successors, and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

Section 13.13 Nonwaiver of Rights. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

IN WITNESS WHEREOF, SRA and Lessee have entered into this Agreement at Stillwater, Oklahoma, on the 1 day of July, 2020.

STILLWATER AIRCRAFT SERVICES, INC.
an Oklahoma Corporation

Bryan Smith, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF PAYNE)

On this 17th day of June, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Bryan Smith, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its SEC and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

PAUL PRIEGEL NOTARY PUBLIC #12007211 EXP. 08/01/20 STATE OF OKLAHOMA

My Commission Expires: _____
My Commission No.: _____

STILLWATER REGIONAL AIRPORT AUTHORITY

SRAA NOT ABLE TO CONVENE.
WENT DIRECTLY TO COUNCIL TT

Marc Tower, Chairman

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into the above lease agreement dated the 6 day of July, 2020, between Stillwater Regional Airport, lessor, and Stillwater Aircraft Services, Inc.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(Seal)
ATTEST:

Teresa Kadavy, City Clerk

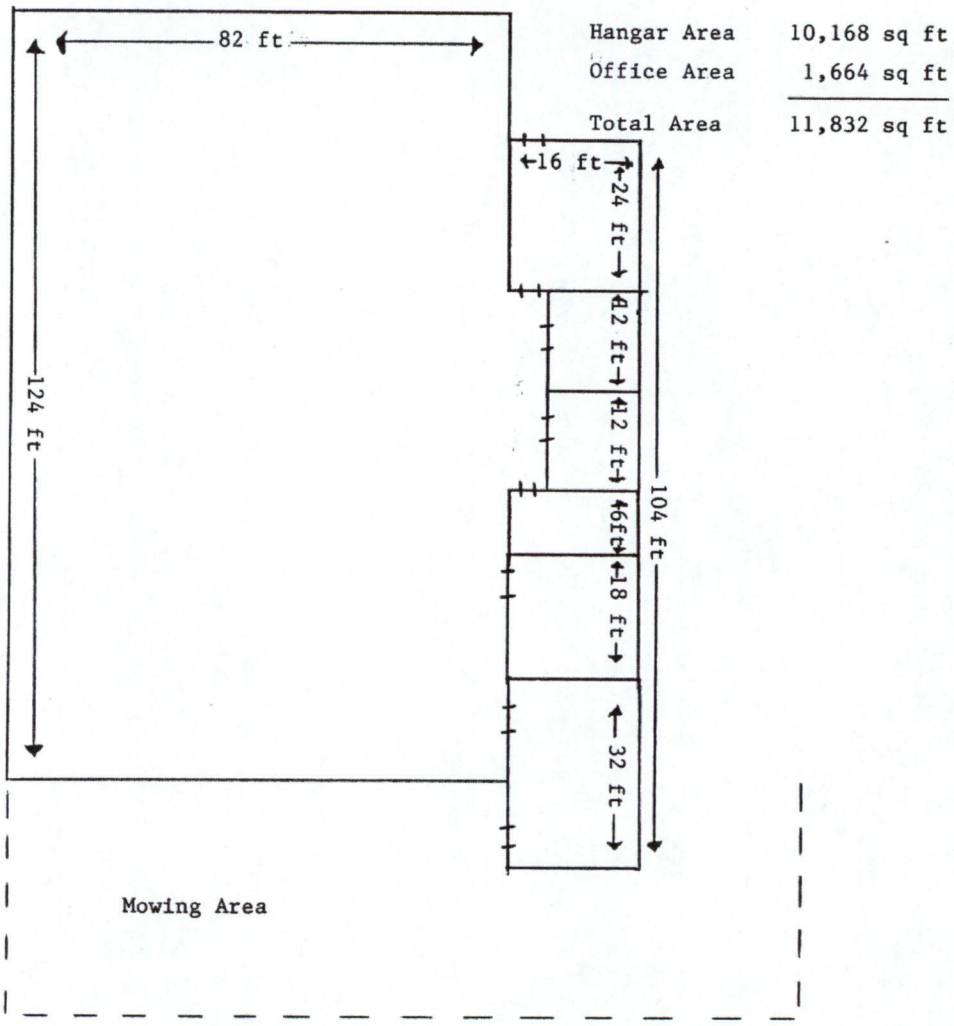
Approved as to form and legality this 6 day of July, 2020.

John E. Dorman, City Attorney

EXHIBIT #1

North

Hangar #2



Hangar Area	10,168 sq ft
Office Area	1,664 sq ft
Total Area	11,832 sq ft

RESOLUTION NO. CC-2026-26

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT TERMINAL BUILDING/LAND LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND STILLWATER FLIGHT CENTER INC. TO STILLWATER FLIGHT CENTER LLC; PROVIDING LESSEE CONSENT TO COLLATERAL ASSIGNMENT AND LEASEHOLD MORTGAGE AS REQUIRED BY THE TERMS OF THE LEASE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE

WHEREAS, pursuant to Stillwater Regional Terminal Building/Land Lease Agreement dated April 2, 2018 (SRA 2018-10), Stillwater Flight Center Inc. is the Lessee of a certain leased area in the Stillwater Regional Airport Terminal Building and adjacent areas for the purpose of maintaining retail sales facilities, offices, and/or storage for its fueling and aircraft servicing operations; and

WHEREAS, said Terminal Building/Land Lease Agreement was amended on or about August 22, 2019, to add 528 square feet of terminal building space to the leased premises to be used as a pilot lounge; and

WHEREAS, WW Aviation LLC is acquiring 100% ownership of Stillwater Flight Center and intends to assign the Lease Agreement to Stillwater Flight Center LLC concurrent with or immediately after closing the transaction; and

WHEREAS, Section 12.2 of the Agreement requires prior written consent by Stillwater Regional Airport prior to assignment of the Terminal Building/Land Lease Agreement; and

WHEREAS, Stillwater Flight Center Inc. has requested written consent to assign the Terminal Building/Land Lease Agreement to Stillwater Flight Center LLC; and

WHEREAS, Stillwater Flight Center LLC has requested written consent for the collateral assignment and filing of a leasehold mortgage in connection with this change of ownership as required by Section 6.1 of the Lease;

WHEREAS, Stillwater Regional Airport finds it appropriate and desirable to provide consent to assign the Terminal Building/Land Lease Agreement dated April 2, 2018, as amended, and for the collateral assignment and filing of a leasehold mortgage.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT:

Section 1: The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to Lessee assigning the Terminal Building/Land Lease Agreement dated April 2, 2018, as amended, to Stillwater Flight Center LLC.

Section 2: The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to the collateral assignment of the lease to InterBank and the further filing of a leasehold mortgage.

Section 3: The City Manager is hereby authorized to sign any related documents, including any addendums to the lease, that are necessary and appropriate for such purpose.

PASSED AND ADOPTED THIS 20TH DAY OF JULY 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF JULY 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

STILLWATER REGIONAL AIRPORT
TERMINAL BUILDING/LAND LEASE AGREEMENT

This agreement is entered into between the City of Stillwater, Oklahoma, a municipal Corporation ("City"), acting through Stillwater Regional Airport Authority, ("SRA"), and Stillwater Flight Center Inc., 2020-3 West Airport Road, Stillwater, Oklahoma 74075 ("Lessee").

RECITALS:

1. The City of Stillwater is a municipal corporation established under the laws of the State of Oklahoma.
2. The City of Stillwater owns and operates through the Stillwater Airport Authority, land and certain aviation facilities known as "Stillwater Regional Airport."
3. SRA desires to lease space in the Stillwater Regional Airport Terminal Building and adjacent area more specifically described herein on Exhibit "A" for aviation purposes as hereinafter defined, and Lessee desires to lease from SRA for a term of years at the hereinafter defined premises, specifically to maintain retail sales facilities, offices and/or storage for fueling and aircraft servicing operations.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, SRA and Lessee do hereby agree as follows:

ARTICLE I
Definitions

Section 1.1 Definitions. Throughout this Agreement, these words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

a. *Agreement* means this lease Agreement between SRA and Lessee;
b. *Airport* means Stillwater Regional Airport;
c. *Airport Improvements* means those improvements identified on an approved Airport Layout Plan;
d. *EPA* means the United States Environmental Protection Agency and all federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
e. *FAA* means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
f. *FAR* means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA;
g. *Governmental Requirements* means all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings, including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either, Stillwater Regional Airport Authority; the City of Stillwater; the State of Oklahoma, or other governmental entities to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon.
h. *Leased Premises* means the land area described and illustrated on Exhibit "A."

i. *Leasehold Improvements* means all improvements made by the Lessee(s) to the Leased Premises, except for "trade fixtures" as described herein.
j. *Term* means the period of time that this Agreement shall be in effect, as set forth in Sections 2.1 and 2.2;
k. *TSA* means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

ARTICLE II
Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for ten (10) years, commencing on June 1, 2018, and expiring on May 30, 2028 unless otherwise terminated or canceled as provided herein.

Section 2.2 Survival of Obligations. All obligations under this Agreement which have been incurred by Lessee, or with respect to which Lessee shall be in default, shall survive any termination or cancellation of this Agreement, unless waived or released in writing by SRA.

Section 2.3 Option to Extend. Lessee shall have the option to extend this Lease for two (2) additional five (5) year terms. *(Extension Period 1: June 1, 2028 – May 30, 2033 and Extension Period 2: May 30, 2033 – June 1, 2038)* During the period commencing one (1) year prior to the expiration date of this Agreement, or extension thereof, and ending one hundred twenty (120) days prior to the expiration date of this Agreement or the current extension period ("option period"), Lessee shall have the option to extend the Term of this Agreement, for an extended period of five (5) years, subject to the following terms and conditions:

a. Lessee shall not be in default of this Agreement;
b. Lessee shall deliver timely written notice of its exercise of the option to SRA;
c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term period.

Section 2.4 Surrender of Possession. Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to SRA subject to the terms of Article VI, Section 6.3(b).

Section 2.5 Holding Over. If Lessee shall hold over after the termination of this Agreement, SRA, at its sole discretion, may allow Lessee to remain on the Leased Premises on a month-to-month basis as a tenant at will. During such tenancy, Lessee shall pay to SRA rentals, fees and charges at a rate set by SRA at the time the election to hold over is exercised by Lessee. Lessee shall be bound by all of the remaining provisions of this Agreement during any hold over tenancy.

Section 2.6 Lease Expiration. At the end of the Term, Lessee shall immediately and peaceably vacate the leased premises. Any and all Leasehold Improvements and/or constructed and/or attached by Lessee on the Leased Premises shall become the property of SRA, unless removed in accordance with Section 6.3 herein. Lessee agrees to execute any

and all documents necessary to convey title to any such improvement/fixture to SRA at said time.

ARTICLE III
Rentals, Fees and Charges

Section 3.1 Initial Rental Rate-Terminal Building. From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base rental rate of Thirteen Dollars ($14.90) per square foot. The Leased Premises contain three hundred ninety-nine (399) square feet as identified in Exhibit "A" for an initial annual rental of Four Hundred Ninety Five Dollars and Thirty Six Cents ($495.36) per month or Five Thousand Nine Hundred Forty Four Dollars ($5,944.32) per year. Lessee shall pay a pro rata amount for any possession of the Leased Premises for less than one (1) year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1st day of July of each year of the Term.

Section 3.2 Initial Rental Rate-Adjacent Land. From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base rental rate of 17.2 Cents ($0.17.2) per square foot. The Leased Premises contain one thousand nine hundred (1900) square feet as identified in Exhibit "A" for an initial annual rental of Twenty Seven Dollars and Twenty Three Cents ($27.23) per month or Three Hundred Twenty Six Dollars and Eighty Cents ($326.80) per year. Lessee shall pay a pro rata amount for any possession of the Leased Premises for less than one (1) year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1st day of July of each year of the Term.

Section 3.3 Subsequent Rental Rate. Effective on each July 1st during the Term of this Agreement, the base rental rates shall be increased based upon the percentage increase in the National Consumer Price Index ("CPI") as published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency or entity. The annual base ground rental rate shall be adjusted to the nearest penny ($0.01). Additionally, the cost of any structural improvement(s) to the building paid for by SRA shall be added to the rental rate. The total amount of such increase shall equal the actual cost of the improvement(s) and shall be payable by Lessee in equal installments during the initial term of this Agreement. Said rate adjustment shall become effective upon payment for said improvement by SRA and written notice to Lessee of such rate adjustment. Lessee may cancel this Agreement upon one hundred twenty (120) days written notice to SRA if Lessee objects to su a rate increase.

Section 3.4 Rate Adjustment--Limitation. In any event, the rental rate for any succeeding rental period shall not be less than the rental rate established for the preceding rental period.

Section 3.5 Fees and Charges. Lessee shall pay to SRA as the same are or may be applicable to Lessee, the following fees and charges, for the use of services, privileges and facilities at the Airport:

a. Fuel Flow Fee. Lessee shall pay to SRA an Aviation Fuel Flowage Fee in the manner and amount established by ordinance and/or regulations.

b. Other. Lessee shall pay to SRA such other fees and charges as reasonably may be assessed for all other services, privileges or facilities used by Lessee at the Airport as established by SRA and published in the Schedule of Rates, Fees and Charges, including any amendments.

Section 3.6 License Contingent Upon Payment. The grant of the rights, licenses, facilities, services and privileges to Lessee under this Agreement, in each case, shall be subject to the full and timely payment of the rentals, fees and charges required to be paid by Lessee hereunder.

Section 3.7 Landlord's Lien. SRA shall have the first lien, paramount to all others, on every right and interest of Lessee in this Agreement, on all improvements, equipment and fixtures to the Leased Premises. The lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance, all and singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma. Aircraft stored on the Leased Premises are specifically excluded from this lien.

Section 3.8 Place of Payments. All sums payable by Lessee hereunder shall be delivered to:

2020-1 West Airport Road
Stillwater, Oklahoma 74075

Section 3.9 Delinquencies. In addition to any remedy available to it hereunder, SRA may impose as additional rent a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, if greater.

Section 3.10 Security Assurances. Concurrently with execution of this Agreement, Lessee shall obtain and deliver to SRA, unless specifically waived in writing by SRA, a good and sufficient corporate surety company bond or a bank irrevocable letter of credit ("Security Assurance") renewable for the Term hereof. Said Security Assurance shall serve the purpose of securing payment of all sums payable by Lessee to SRA hereunder and will be forfeited in whole or in part to satisfy a Lessee liability in the event of Lessee's failure to pay any rates, rentals, fees or charges of whatsoever nature due SRA and conditioned to ensure the faithful and full performance by Lessee of all its covenants, terms, conditions and obligations of this Agreement. Upon request of SRA, Lessee shall restore the Security Assurance to its original Amount. The Security Assurance shall be in the amount of fifty percent (50%) of the annual rental rates, fees and charges to be paid by Lessee pursuant to Section 3.1 hereof. The form, provisions and nature of the Security Assurance, and the identity of the surety, insurer or other obligor, shall be subject to the approval of SRA. In the event that SRA and Lessee hereafter agree to any amendment or modification of this Agreement, Lessee shall, if required by the terms of the Security Assurance, obtain the consent of the surety, insurer or other obligor hereunder, as the case may be, and shall adjust the amount of the Security Assurance to reflect any increase in the rentals, fees or charges payable by Lessee hereunder. The failure of Lessee to furnish (and keep in full force and effect) the Security Assurance, to renew the same, to adjust the amount thereof, or to obtain the consent of surety, insurer or obligor as heretofore set forth, shall constitute an event of default under this Agreement.

Section 3.11 Accord and Satisfaction. No payment by Lessee or receipt by SRA of a lesser amount than the rentals, percentage fees and/or charges or payment(s) due to be made by Lessee hereunder shall be deemed to be other than a payment on "account" of the rent, percentage fees and/or charges due, and no endorsement or statement on any check or in any letter accompanying any check or payment as rent fees and/or charges shall be deemed in accord and satisfaction, and SRA may accept such check or payment without prejudice to SRA's right to recover the balance of such rent percentage fees and/or charges or to pursue any other remedy provided in this Agreement.

Section 3.12 Utility Service. The rental rate set forth in Section 3.1 includes utilities for the area leased in the Terminal Buildng. Said rate may be adjusted on an annual basis using a factor of twenty five cents ($0.25) per square foot per year to accommodate utility rate increases assesed SRA by utility providers.

ARTICLE IV
Lessor's Grants; Reservations

Section 4.1 Lease. SRA hereby offers and leases to Lessee, and Lessee hereby accepts and leases from SRA, the Leased Premises for the aviation purposes set forth in Section 5.1 hereof for the Term of this Agreement, subject to the provisions set forth herein. Lessee accepts the Leased Premises in the condition existing at the commencement of this Agreement.

Section 4.2 Avigation Easement. SRA also reserves for itself, and the City and its licensees, an avigation easement in, over and across the air space above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities. SRA reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with 14 C.F.R. Part 77 and other applicable standards or Governmental Requirements, together with the right to prevent Lessee or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport (other than any buildings to be constructed in compliance with the plans and specifications approved pursuant to Article VI hereof), which would conflict with such standards and Governmental Requirements.

LESSEE SHALL WAIVE, REMISE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH LESSEE MAY NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST SRA OR CITY ON ACCOUNT OF OR ARISING OUT OF NOISE, VIBRATIONS, FUMES, DUST, FUEL, PARTICLES AND OTHER EFFECTS THAT MAY BE CAUSED OR MAY HAVE BEEN CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT OR TAKING OFF FROM OR OPERATING AT OR ON THE AIRPORT OR IN AND NEAR THE AIRSPACE ABOVE THE LEASED PREMISES.

Lessee shall (a) not allow any tree or other vegetation to remain on the Leased Premises which encroaches upon or extends into the prohibited airspace or rights-of-way of the Airport; (b) use, permit or suffer the use of the Leased Premises is such a manner as to create electrical interferences with radio communication to or from any aircraft or between any airport installation and any aircraft, or as to make it difficult for aircraft pilots to distinguish between airport lights or as to impair visibility in the vicinity of the Airport, or to otherwise endanger the

landing, taking off or maneuvering of aircraft; (c) not permit the construction of any facility or improvement which attracts or results in the concentration of birds which would interfere with the safe operation of aircraft in the airspace above the Leased Premises and at the Airport; and (d) not cause or permit any change in authorized land use hereunder that will reduce the compatibility of the noise compatibility program measures upon which Federal funds have been expended.

"Airspace" means for the purposes of this Section, any space above the ground level of the Leased Premises. "Aircraft" means for the purposes of this Section, any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air or space, regardless of the form of propulsion, which powers said aircraft in flight. It is understood and agreed that the covenants and agreements in this section shall run with the land.

Section 4.3 Reservation of Mineral Rights. SRA reserves all right, title and interest in and to all minerals in, on or under the Leased Premises. Lessee shall not engage in any mining or drilling activities in, on or under the Leased Premises during the Term of this agreement. "Minerals" as used herein shall mean all mineral substances and deposits whether solid, gaseous, or liquid.

Section 4.4 Quiet Enjoyment. Unless Lessee shall have defaulted in his obligations hereunder, he shall have quiet enjoyment of the Leased Premises. Provided, however, SRA makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or that they will be suitable for Lessee's purposes and needs. SRA reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter and expand the Airport and all roadways, parking areas, terminal facilities, runways, taxiways and other aircraft operating areas as it may reasonably see fit, free from any and all liability to Lessee for damages of any nature whatsoever to Lessee occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport.

Section 4.5 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between SRA and Lessee; (b) to give SRA any interest in the business of Lessee; or (c) to grant to Lessee any powers as an agent or representative of SRA or the City, for any purpose or to bind SRA or the City.

Section 4.6 Right of Relocation. SRA shall have the right to relocate Lessee's Leased Premises including any improvements located thereon when necessary to accommodate the overall growth and development of the Airport. The need for such relocation shall be determined by SRA.

In the event such a relocation becomes necessary, Lessee shall be assigned a replacement area, if available, which is equivalent in size and amenities. Should Lessee disagree with the replacement location, Lessee shall have the right, within fifteen (15) calendar days of receipt of the written notice by the Airports Director of impending relocation, to provide written notice to the Airports Director that Lessee disagrees with the replacement location. Upon such written notice by Lessee, the parties shall, for a period not to exceed thirty (30) days from the date of such notice, negotiate in good faith an attempt to resolve the matter to the satisfaction of both parties; however, if for any reason this issue is not resolved within thirty (30)

days, SRA shall have the right to unilaterally decide the matter, and Lessee agrees to and shall abide by SRA's decision.

Should the Airports Director serve written notice on Lessee that Lessee is to be relocated, Lessee agrees it shall take or cause to be taken any and all actions as may be required to vacate its Leased Premises and surrender the same to SRA and begin serving the public from replacement location or remainder space upon written notice by the Airports Director that said replacement premises are available for beneficial occupancy by Lessee. Lessee shall be responsible for moving its trade fixtures. If SRA requires Lessee to relocate its Leased Premises during the Term of this Agreement, the cost of the replacement service center site and improvements located thereon shall be borne by SRA.

Section 4.7 Termination of Agreement for Airport Purposes. Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, SRA hereby expressly reserves the right to terminate this Agreement upon a determination by SRA that the Leased Premises are needed for permanent Airport construction, or development, or improvements. Such construction, development or improvements shall be for airport and or aviation purposes only.

In the event that permanent Airport construction, development or improvement necessitates termination of this Agreement and the acquisition of Lessee's Leasehold Improvements and interest in the Leased Premises, Lessee shall surrender the Leased Premises to SRA within ninety (90) days from receipt of SRA's written notice of its intent to terminate the Agreement and acquire Lessee's Leasehold Improvements and interest in the Leased Premises. SRA shall use its best efforts to provide Lessee with replacement premises at the Airport at the rates not to exceed those provided in this Agreement and under the same terms and conditions as this Agreement or the then current lease agreement in use by SRA subject to the same periods of duration and renewal options of this Agreement. Relocation benefits shall be paid by SRA to Lessee in the manner required by applicable law.

In consideration of Lessee's surrender of the Leased Premises, Lessee shall receive, as complete compensation for Lessee's interest in the Leased Premises and Lessee's improvements thereto, a sum of money equivalent to the fair value of any improvements of Lessee acquired by SRA. Determination of the fair value of the improvements shall be made by the appraisal methods known as the "market comparison approach". The appraisal method known as the "income approach" shall not be used in the valuation of the improvements, and Lessee hereby acknowledges that it shall not be entitled to damages due to loss of any type of income caused by the termination of this Agreement as described in this Section.

In consideration of Lessee's surrender of the Leased Premises under this Section, Lessee shall receive, as complete compensation for Lessee's interest in the Leased Premises and Lessee's investment to construct improvements thereto, a sum equal to the cost of such improvements constructed by Lessee, less ten percent (10%) of said cost for each year that Lessee occupies the Leased Premises after such improvements are constructed by Lessee. Provided, that should Lessee occupy said premises for a period of eight (8) years from the effective date of this Agreement, Lessee shall be entitled to recover twenty percent (20%) of the cost of such improvements should Lessee surrender the Leased Premises after said date.

Lessee hereby acknowledges that it shall not be entitled to damages due to loss of any type of income caused by the termination of this Agreement.

ARTICLE V
Use

Section 5.1 Use of Leased Premises. Lessee shall use the Leased Premises for the express and limited purpose of maintaining retail sales facilities, offices, and/or storage for its fueling and aircraft servicing operations located on the Airport. Provided, that should SRA authorize the subletting of all or any portion of the Leased Premises by Lessee during the term of this Agreement for another aviation purpose, then such purpose shall also be an authorized use of the Leased Premises. Lessee shall have a *non-exclusive* license to use, in common with others, the access roads or designated taxiways or taxi lanes as aircraft operations will safely permit for purposes of ingress and egress to the Leased Premises and the public facilities of the Airport to carry on its fueling and/or aircraft servicing operations as authorized by this agreement and Stillwater Regional Airport Authority Building Lease Agreement SRA 2008-2, or any successor agreement. SRA reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to Lessee.

Section 5.2 General Use of the Airport. Subject to terms, conditions and covenants hereof, and provided that Lessee is not in default of this Agreement, Lessee shall be entitled to use, on a *non-exclusive* basis, public areas of the Airport including runways, taxiways, taxi lanes, aprons, lighting, navigation aids, and other facilities necessary for the operation of the aircraft.

Section 5.3 Fueling Operations. Lessee shall be entitled to fuel and service aircraft as a fixed base operator on Airport property during the term of this Agreement. In addition to any other requirements set forth in this Agreement, Lessee shall comply with all Governmental Requirements, including without limitation, those of the Environmental Protection Agency, for fuel tanks, fuel storage, the transportation of fuel and fuel pumping facilities.

Section 5.4 Safety and Security Plan. Lessee, at its sole cost and expense, shall comply with any airport safety and security plan established by SRA. Lessee shall require all invitees entering the Leased Premises to comply with any such plan and all applicable Governmental Requirements pertaining to security and safety.

Section 5.5 Limitations on Signage. Lessee shall not erect, maintain or display signs or advertising or graphics at or on the exterior parts of the Leased Premises, or inside the Leased Premises, so as to be visible outside the Leased Premises, without the prior, written approval of SRA. Exterior signs affecting public safety and security shall be erected, maintained and/or displayed in accordance with applicable Governmental Regulations. If SRA has not granted approval for said signage, Lessee shall within five (5) days of receipt of written notice by SRA, remove, obliterate, or paint out any and all advertising signs, posters, graphics and similar devices placed by Lessee on the Leased Premises. Should Lessee fail to so remove, obliterate or paint out each and every sign, poster, graphic or piece of advertising

designated by SRA in said written notice and restore the Leased Premises to its prior condition, SRA may effect such removal and Lessee shall pay the entire cost thereof to SRA on demand.

ARTICLE VI
Improvements to the Premises

Section 6.1 Title to Existing Improvements. Title to all improvements (except the building and any other improvements owed by SRA or City) currently located on the Leased Premises and Leasehold Improvements constructed by the Lessee during the Term of this Agreement as hereinafter set forth, shall be and remain in Lessee during the Term of this Agreement and any extended period. Title to any such Leasehold Improvements shall vest with SRA upon expiration of this Agreement as set forth in Section 2.6 herein. Lessee shall not sell, convey, mortgage, gift, or devise the Leasehold Improvements without SRA consent.

Section 6.2 Removal or Alteration of Airport Structures on Leased Premises. Lessee shall not remove or otherwise permanently alter any improvement to the Leased Premises that is owned by SRA or the City without prior written consent of SRA. Lessee shall request permission in writing to remove or alter such improvements during the term of this Agreement, or at the termination or expiration thereof.

Section 6.3 Removal or Alteration of Improvements on Leased Premises. Removal of any building, hangar, or other structure constructed on the Leased Premises by Lessee during the term of this Agreement shall require the additional consent of the Stillwater City Council. The entire cost of any removal, storage, maintenance, transportation and/or disposal of any Leasehold Improvement shall be paid by Lessee. Upon termination or expiration of this Agreement, SRA may require Lessee to remove Lessee's Improvements. In such event, Lessee shall restore the Leased Premises to an unimproved condition and shall pay the entire cost of such removal and/or restoration. If Lessee fails to so remove any such improvement, SRA may, at its sole discretion, cause such improvement(s) to be removed from the Leased Premises and the entire cost of removal and/or restoring said Leased Premises shall be paid by Lessee. Provided, that this requirement shall not apply to any trade fixture that is not permanently attached to the Leased Premises.

Section 6.4 Construction of New Improvements. Lessee shall have the right to construct new improvements on the Leased Premises in accordance with the terms and conditions of this Agreement. Lessee shall not construct any improvements to the Leased Premises without submittal to, and approval of, all plans and specifications by SRA as hereinafter set forth. All plans and specifications for new improvements on the Leased Premises shall be prepared by Lessee in compliance with applicable Governmental Requirements. Lessee shall furnish to SRA copies of permits and licenses needed for construction. A construction application, in a form prepared by Authority, together with plans and specifications, shall be submitted by Lessee to SRA for approval. Thereafter, SRA shall have thirty (30) days after receipt within which to approve the plans and specifications, or to notify Lessee of any objections thereto. Each objection and the ground therefor, shall be stated separately. Lessee shall have a reasonable time thereafter within which to make any revisions to remove SRA's objections. Upon SRA's receipt of the final plans and specifications, SRA shall have thirty (30) days within which to approve or reject Lessee's revised proposal. After

SRA's approval of the final plans and specifications, Lessee may proceed with construction. Construction shall be substantially in accordance with the approved plans and specifications. Upon completion of construction, Lessee shall furnish to SRA one (1) complete set of reproducible "as built" plans and specifications in digital format.

Section 6.5 Adverse Effect of New Improvements. New improvements on the Leased Premises shall not be constructed in a manner which may adversely affect existing improvements, other Airport tenants, Airport property, or other property contiguous to the Airport.

Section 6.6 Inspection. SRA and/or the City, or the authorized representative of SRA or City, shall have the right to inspect the Leased Premises during all reasonable hours, or in case of emergency, at any time.

Section 6.7 Weight Limitations. Lessee hereby specifically acknowledges that the roadways, taxi lanes, taxiways, ramps and aprons located on the Airport wherein the Leased Premises are located are stressed for designated maximum gross weights. Lessee shall be responsible for all damage or destruction caused by utilization of said Airport roadways, taxi lanes, taxiways, ramps and aprons by aircraft or vehicles operated by Lessee or invitees in excess of the maximum gross weights.

Section 6.8 Fences and Gates. If any part of the Leased Premises, or the improvements thereon, are enclosed within the secure area of the Airport, Lessee shall provide all materials and labor, at its sole cost, necessary to comply with the Airport Security Plan and TSA Section 49 CFR Part 1542 (Airport Security). Lessee shall pay the cost of all additional gates or doors required for access by Lessee and its employees, business invitees, or others from the landside of the Airport to the air side of the Airport into the secure area. Lessee shall install an entry card system approved by the SRA pursuant to the Airport Security Plan submitted to and approved by the FAA at all security gates or doors on the Leased Premises. Any alteration of the communication devices or entry card system, which may be necessitated by a change in Governmental Requirements shall be paid for by Lessee.

Section 6.9 Minimum Hangar Standards.

a. *Lawn Maintenance.* Lessee is responsible for mowing lawn and trimming weeds and grass from the hangar structure to the taxiways during the construction process as well as during the day-to-day operations. Grass should be kept to a height not greater than six inches. Any trees or shrubbery planted must not limit the visibility for vehicular or aircraft movement.

b. *Outside Storage.* Lessee shall not store any items on the exterior of the hangar structure, except as may be specifically permitted by this agreement or with the prior written permission of the Stillwater Regional Airport Director. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components thereof, shall not be parked, stored or left standing for a period of excess of thirty (30) days on the exterior areas or portions of the Leased Premises. Approval of the Airport Director is required if the thirty (30) day period allowed will be exceeded.

c. *Exterior Improvement Appearance.* Lessee shall maintain the exterior appearance of the Leasehold Improvements on the Leased Premises in a proper state of repair and shall specifically prevent, repair and paint any visible peeling, chipped, faded or rusted areas. Lessee shall re-skin the exterior surfaces of a hangar, if the skin is penetrated, using at a

minimum 26-gauge metal siding with a twenty (20) year paint guarantee. If the exterior has not been penetrated and rust can be overlaid, damaged areas shall be repaired with corrosive inhibitor coating and painted to match the hangar exterior. Lessee shall be deemed in conformity with this maintenance standard if Lessee has consulted, and complied, with reasonable directives from SRA. Compliance with this maintenance standard is a prerequisite for SRA approval of (i) Lessee's option to extend, and/or (ii) a new sublease agreement for the Leased Premises.

Section 6.10 No Liens or Encumbrances. Lessee shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished material for construction of any improvement required or authorized under this Agreement, and all bills, costs or claims of whatever kind, which may at law or equity become a lien upon said work, or a claim against the Leased Premises. Provided, however, that Lessee may contest the amount or validity of any claim without being in default of this Agreement upon furnishing security satisfactory to SRA guaranteeing such claim will be properly discharged forthwith if any such contest is finally determined against Lessee.

ARTICLE VII
Maintenance and Care of Leased Premises

Section 7.1 Lessee's Obligations. Lessee shall maintain and pay all costs related to maintenance of all Leasehold Improvements. Lessee, at all times, shall keep in a clean and orderly condition and appearance all the Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon. Lessee shall not store aircraft service vehicles, tugs, fuel trucks, fork lifts, mobile equipment, cargo, or other personal property on the Leased Premises unless the same are in common use in Lessee's aviation related operations. The Leased Premises shall not be used for the storage of motor vehicles, recreational vehicles or boats. Lessee shall not commit or suffer to be committed any nuisance on the Leased Premises. Lessee shall conduct Lessee's operations in an orderly and property manner so as not to annoy, disturb, or be offensive to others at the Airport. Lessee shall take all reasonable measures to keep the sound level of Lessee's operations as low as reasonably possible. Lessee shall not permit the accumulation of any rubbish, trash or other waste material on or about the Leased Premises. Lessee shall not store any gasoline or other material likely to give off fumes or gases or any material likely to constitute a fire, safety or security hazard on the Leased Premises, except in tanks and in the manner approved by appropriate governmental authorities. Lessee shall not cause or permit any hazardous or flammable substance to be used, stored, generated or disposed of on the Airport or Leased Premises, except as otherwise provided herein.

ARTICLE VIII
Indemnity and Insurance

Section 8.1 Indemnity-General. Lessee shall indemnify, protect, defend and hold completely harmless, SRA, the City, and its officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Leased Premises,

Lessee's fueling and/or aircraft servicing operations, the Airport, or the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regarding of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of SRA. SRA shall give notice to Lessee of any such liability, loss, suit, claim or demand, and Lessee shall defend the same using counsel reasonably acceptable to SRA. The provisions of this section shall survive the early termination or expiration of this Agreement.

Section 8.2 Insurance.

a. Lessee shall maintain in force during the Term, and any extended Term, public liability and insurance in comprehensive form including but not limited to airport premises liability and aircraft liability with such coverage and limits as reasonably may be required and approved by SRA from time to time, but in no event for less than in minimum amounts equal to the liability limits applicable to municipalities under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, which are presently $125,000.00 per person for personal injury; $25,000.00 per person for property damage; and $1,000,000.00 total liability per occurrence. SRA, the City of Stillwater, and the officers, employees, and/or agents of said entities shall be named as additional insured on said policy up to, but not exceeding, the statutory liability limits. This requirement should not be construed as limiting the ability of Lessee to obtain additional liability insurance in excess of the statutory liability amounts, provided that SRA, the City of Stillwater, and their officers, employees, and/or agents are not named as additional insured to the extent any liability coverage in excess of the statutory liability limits is procured by Lessee. Lessee shall additionally maintain insurance for its fueling and/or aircraft servicing operations in accordance with the applicable Governmental Requirements.

b. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance by providing a certificate of Lessee's insurance coverage. The certificate(s) of insurance shall provide that (1) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to SRA; (2) the policy shall be considered primary as regard any other insurance coverage SRA or the City may possess, including any self-insured retention or deductible SRA or the City may have, and any other insurance coverage SRA or the City may possess shall be considered excess insurance only; and (3) deductibles shall not exceed five thousand dollars ($5,000.00).

c. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to SRA a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, and Lessee's failure to respond to a written notice from SRA, SRA may, in addition to all its other remedies exercise SRA's rights as provided in the default provisions of this Agreement.

ARTICLE IX
Regulated Substances

Section 9.1 Compliance and Indemnity. Lessee shall not cause or permit any "Regulated Substance" as hereinafter defined, to be brought upon, generated, stored, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, or invitees,

except for such Regulated Substance of the type and quantity as is necessary to Lessee's business and with prior written notice to SRA. Any Regulated Substance permitted on the Leased Premises as provided herein, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to this Regulated Substance, including but not limited to the Governmental Requirements.

Lessee shall not cause or permit, release, discharge, leak, or emit, nor permit to be discharged, leaked, released, or emitted, any Regulated Substance into the atmosphere, ground, storm or sewer system, or any body of water, ditch, stream, if that Regulated Substance (as is reasonably determined by SRA, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises or elsewhere, or (b) the condition, use or enjoyment of the building, facilities or any other real or personal property. Lessee shall fully and timely comply with all applicable federal, state and local statutes, ordinances and regulations relating to protection of the environment, including, without limitation, 42 U.S.C. §6991-6991i.

Disclosure. At the commencement of each year of the term hereof, Lessee shall disclose to SRA the name(s) and approximate amount(s) of any Regulated Substance that Lessee intends to store, use, or dispose of on the Leased Premises in the first year of the Term hereof. In addition, at the commencement of each additional year of the Term hereof, beginning with the second year, Lessee shall disclose to SRA the name(s) and amount(s) of all Regulated Substances that were actually used, stored, or disposed of on the Leased Premises if those materials were not previously identified to SRA at the commencement of the previous lease year.

Compliance Action. Lessee shall, at Lessee's sole expense, clean-up, remove, and remediate (1) any Regulated Substance in, on, or under the Leased Premises in excess of allowable levels established by all applicable federal, state and local laws and regulations, and (2) all contaminants and pollutants, in, on, or under the Leased Premises that create or threaten to create a substantial threat to human health or the environment and that are required to be moved, cleaned up, or remediated by any applicable federal, state, or local law, regulation, standard or order. This obligation does not apply to a release of Regulated Substances, pollutants, contaminants, or petroleum products that existed on the Leased Premises prior to the execution of the agreement caused solely by the act or omission of SRA or a third party for whom the operator is not responsible (e.g. not a customer, invitee, employee, agent, or person having any contractual or business relationship with Lessee).

Definition of Regulated Substances. Regulated Substances: As used herein, the term "Regulated Substances" means and includes any and all substances, chemicals, waste, sewage or other materials, which are now or hereafter regulated, controlled or prohibited by any local, state, or federal law or regulation requiring removal, warning or restrictions on the use, generation, disposal or transportation thereof, including, without limitation (a) any substance defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", or "air pollutant" in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §9601 *et seq.*, The Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §1801 *et seq.*, The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 *et seq.*, Federal Water Pollution Control Act (FWPC), 33 U.S. §1251 *et seq.*,

or the Clean Air Act (CAA), 42 U.S.C. §7401 *et seq.*, all as amended and amended hereafter; (b) any substance defined as a "hazardous substance", "hazardous waste", "toxic substance", "extremely hazardous waste", "RCRA hazardous waste", "waste", "hazardous material" or "controlled industrial waste", as defined in the Oklahoma Industrial Waste Disposal Act, 63 O.S. §1-2000 *et seq.*; (c) any Regulated Substance, hazardous substance, hazardous waste, toxic substance, toxic waste, hazardous material, waste, chemical, or compound described in any other federal, state, or local statute, ordinance, code, rule, regulation, order, decree, or other law now or at any time hereafter in effect, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, chemical, material, compound or waste. As used herein, the term Regulated Substance or "hazardous substances" also means and includes, without limitation, asbestos, flammable, explosive or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation, crude oil, or any fraction thereof); petroleum based products; paints and solvents; leads; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; polychlorobiphenyls; and other regulated chemical products.

Indemnity Noncompliance/Notice of Violation. Lessee hereby fully agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Regulated Substances kept on the Leased Premises by Lessee, and the Lessee shall give immediate notice to SRA of any violation or potential violation of the provisions hereof. Without limiting any provisions of this Agreement, Lessee shall defend, indemnify, and hold harmless SRA, the City, and any councilors, board members, officers, agents, and employees for said entities from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) any liabilities, damages, suits, penalties, judgments and environmental cleanup, removal, response, assessment, or remediation costs, arising from actual, threatened or alleged contamination of the Leased Premises; (b) the presence, disposal, release, or threatened release of any such Regulated Substance that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Regulated Substance; (d) any lawsuit brought or threatened, settlement reached, or government order relating to that Regulated Substance; or (e) any violation of any laws applicable thereto. The provisions hereof shall be in addition to any other obligations and liabilities Lessee may have to SRA at law or equity and shall survive the transactions contemplated herein and shall survive the termination or expiration of this Agreement.

ARTICLE X
Governmental Requirements

Section 10.1 Governmental Requirements – General. Lessee shall comply with all Governmental Requirements applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon. Lessee shall also require its guests, invitees, and those doing business with it at the Airport to comply with all applicable Governmental Requirements.

Section 10.2. No Liability for Exercise of Powers. Neither SRA nor the City shall be liable to Lessee for any diminution or deprivation of Lessee's rights which may result from the

proper exercise of any power to preserve SRA or the City under this Agreement. Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall substantially interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

Section 10.3 Non-discrimination. Lessee, Lessee's successors in interest and assigns, as a part of the consideration hereof, do covenant and agree hereby, as a covenant running with the land, and as a condition of any license and/or right granted herein or by Airport, that in the event facilities are constructed, maintained and/or otherwise operated on property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21, (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Part 26 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Nondiscrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder or may hereafter be amended.

Section 10.4 Taxes and Other Governmental Charges. Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that any time may be lawfully assessed or levied against or with respect to Lessee's Leasehold Improvements, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created or authorized by this Agreement. Lessee may contest any such taxes or governmental charges in good faith and with due diligence, as permitted by law.

Section 10.5 ADA Compliance. Lessee shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Lessee shall be solely responsible for the payment of any cost(s) to achieve such compliance, and SRA shall have no obligation to assist Lessee in this regard.

Section 10.6 Open Records Act. Lessee understands and acknowledges that SRA is a public body and obligated to comply with the Oklahoma Open Records Act (51 O.S. §24A.1. *et.seq.*). Lessee understands and acknowledges that persons or entities that submit information to public bodies have no right to keep such information from public access or dissemination, nor a reasonable expectation that the information will be kept from public access. SRA has no duty to notify Lessee whenever a request for such information is received by SRA in accordance with the Act.

Section 10.7 Domestication. If Lessee is a foreign corporation, Lessee shall domesticate corporate status within the State of Oklahoma. Lessee shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to SRA such evidence of good standing as SRA from time to time reasonably may require.

ARTICLE XI
Default

Section 11.1 Events of Default Defined/Cure. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following:

a. Lessee shall fail to pay when due and owing any rentals, fees, or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by SRA;

b. Lessee shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the Leased Premises to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in the Leased Premises, the Leasehold Improvements, or in this Agreement, except in accordance with the provisions hereof;

c. Lessee shall terminate Lessee's corporate structure, except as permitted herein;

d. Lessee shall substantially breach any term, provision, condition, obligation or covenant under this Agreement;

e. Lessee shall abandon, desert, or vacate the Leased Premises voluntarily for a continuous period of ninety (90) days or more after a written notice served on Lessee. Abandonment shall be presumed by evidence of non-payment of rentals for a continuous period of ninety (90) days after due, plus non-occupancy of the Leased Premises.

f. Lessee shall fail to comply with insurance requirements imposed in Section 8.2 hereof.

If Lessee commits an event of default as set forth in Subsections 10.1(a) through (f) hereof, and such failure shall continue unremedied for thirty (30) days after SRA shall have given to the Lessee written notice specifying such default, then SRA may proceed in accordance with Section 10.2 of this Agreement; provided, SRA may grant Lessee (in writing) such additional time as reasonably is required to correct any such default if Lessee has instituted corrective action as is diligently pursuing the same.

Section 11.2 Remedies upon Lessee's Default and Failure to Cure. Whenever an event of default of Lessee shall occur, and upon Lessee's failure to cure after notice of default is given as provided in Section 11.1 above, SRA may pursue any available right or remedy at law or equity, including:

a. *Termination.* SRA may deliver to Lessee written notice of termination, specifying the date (which must be at least thirty (30) days after the date of mailing of the notice) upon which the Agreement will terminate. In the event of termination, Lessee's right to possession of the Leased Premises immediately shall cease. SRA may then reenter and take possession of the Leased Premises and Lessee forthwith shall surrender

possession of the Leased Premises. Upon termination of this Agreement, Lessee shall be liable for payment of:

1. All sums accrued through the date of termination;
2. The balance of all rentals required to be paid to Lessee;
3. The reasonable costs incurred by SRA in terminating this Agreement, recovering possession of, and re-letting the Leased Premises, or any portion thereof; and
4. The reasonable cost incurred by SRA to restore the Leased Premises or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by SRA from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by SRA of any rentals from Lessee after the termination of this Agreement shall not reinstate this Agreement.

b. *Possession of Leased Property; Storage.* If SRA takes possession of the Leased Premises upon Lessee's default, SRA may expel Lessee and those claiming through or under Lessee and remove their property. SRA may remove all of Lessee's property in or upon the Leased Premises and place such property in storage for the account, and at the sole expense, of Lessee.

c. *Cumulative Remedies.* Each remedy available to SRA under this Section shall be cumulative and shall be in addition to every other remedy of SRA under this Agreement or existing at law or in equity.

Section 11.3 Nonwaiver. Neither the waiver by SRA of any breach by Lessee of any provision hereof, nor any forbearance by SRA to seek a remedy for any such breach, shall operate as a waiver of any other breach by Lessee.

Section 11.4 Event of Default by SRA, Lessee's Remedies. SRA shall not be in default in the performance of any of its obligation hereunder until SRA shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such nonperformance, after notice by Lessee to SRA specifying wherein SRA has failed to perform any such obligations. Neither the occurrence nor existence of any default by SRA shall relieve Lessee of Lessee's obligation hereunder to pay rentals, fees and charges. However, Lessee may institute such action against SRA as Lessee may deem necessary to compel performance or recover Lessee's damages for nonperformance.

Section 11.5 Condemnation. If, at any time during the Term and any extended term, the Leased Premises or the Leasehold Improvements located thereon or any portion thereof shall be taken by exercise of the power of eminent domain by a governmental entity other than SRA or the City, the proceeds and awards in the condemnation proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If SRA and Lessee are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the Leased Premises are taken wholly by condemnation, this Agreement shall terminate.

Provided, valuation of Lessee's interest in the Leased Premises and any Leasehold Improvements thereon shall be determined in the manner set forth in Section 4.7 entitled *Termination of Agreement for Airport Purposes.*

ARTICLE XII
Transfer of Interest

Section 12.1 Assignments by SRA and the City. SRA and the City may transfer or assign this Agreement to any successor in interest to whom the Airport may be sold or assigned without consent of Lessee; however, the successor in interest shall execute and deliver to SRA, with a copy to Lessee, an instrument assuming the obligations of SRA and the City under this Agreement.

Section 12.2 Assigning, Subletting and Encumbering. Lessee shall not assign, sublet or encumber the Leased Premises, or any Leasehold Improvements thereon, without SRA's prior written consent. If Lessee shall be other than an individual, for purposes of this section, the transfer of the majority of the shares of the Lessee (including any combination of shares that are equivalent to a majority interest) or any other evidence of majority ownership interest or control in the Lessee's enterprise, shall be deemed an "assignment."

ARTICLE XIII
Miscellaneous

Section 13.1 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise:

a. The singular includes the plural and vice versa;
b. The words "and" and "or" shall be both conjunctive and disjunctive;
c. The words "all" and "any" mean "any and all";
d. The word "including" means "including without limitation";
e. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
f. Reference to articles or sections respectively shall mean articles or sections of this Agreement.

Section 13.2 Existence of Lessee Entity. All references in this Agreement to "corporations" and "corporate" shall include limited liability companies and limited partnerships, as appropriate. If Lessee is a corporation, Lessee shall maintain its corporate existence and shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it. However, Lessee may, without violating the prohibition contained in this section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all of substantially all of its assets as an entity and thereafter dissolve. If the surviving or transferee corporation (a) assumes in writing all of the obligations of Lessee herein; (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Lessee immediately prior to such consolidation, merger, sale or transfer; and (c) is qualified to do business in Oklahoma.

Section 13.3 Notice. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been given sufficiently on the fifth day following the day on which the same are mailed by registered or certified or priority mail, postage prepaid as follows, if to SRA or the City:

2020-1 West Airport Road
Stillwater, Oklahoma 74075

and, if to Lessee:

2020-3 West Airport Road
Stillwater, Oklahoma 74075

SRA, the City, and Lessee, by written notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent.

Section 13.4 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

Section 13.5 Entire Agreement; Modification. This Agreement expresses the entire understanding of SRA and Lessee concerning the Leased Premises and all agreements of SRA and Lessee with each other concerning the subject matter hereof. Neither SRA nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Leased Premises or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by SRA and Lessee.

Section 13.6 Execution of Counterparts. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7 Effect of Saturdays, Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 13.8 Descriptive Headings; Table of Contents. The descriptive hearings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 13.9 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even through not so expressed, shall be construed as an express covenant to make such payment or to perform, as the case may be, such act or obligation.

Section 13.10 Force Majeure. Neither SRA nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Lessee to pay the rentals and other charges required hereunder.

Section 13.11 Recovery of Attorney's Fees and Costs. If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 13.12 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, SRA and its successors and assigns, and upon Lessee and Lessee's respective heirs, devisees, personal representatives, successors, and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

Section 13.13 Nonwaiver of Rights. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

IN WITNESS WHEREOF, SRA and Lessee have entered into this Agreement at Stillwater, Oklahoma, on the 2 day of April, 2018.

STILLWATER FLIGHT CENTER, INC.
an Oklahoma Coproration

Morris Dudgeon, President

PAUL PRIEGEL NOTARY #12007211 EXP. 08/01/ PUBLIC STATE OF OKLAHOMA

(seal)

Secretary

STATE OF OKLAHOMA)
) ss:
COUNTY OF PAYNE)

On this 1st day of February, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mark Duggan, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that ____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

PAUL PRIEGEL NOTARY # 18007211 EXP. 03/01/20 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 03/01/20
My Commission No.: 18007211

STILLWATER REGIONAL AIRPORT AUTHORITY

Chairman

(Seal)
ATTEST:
SECRETARY

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into the above lease agreement dated April 2, 2018, between Stillwater Regional Airport, lessor, and Stillwater Flight Center, Inc., lessee.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

MAYOR

CITY OF STILLWATER PAYNE COUNTY, OKLAHOMA

(Seal)
ATTEST:

City Clerk

Approved as to form and legality this 4 day of May, 2018.

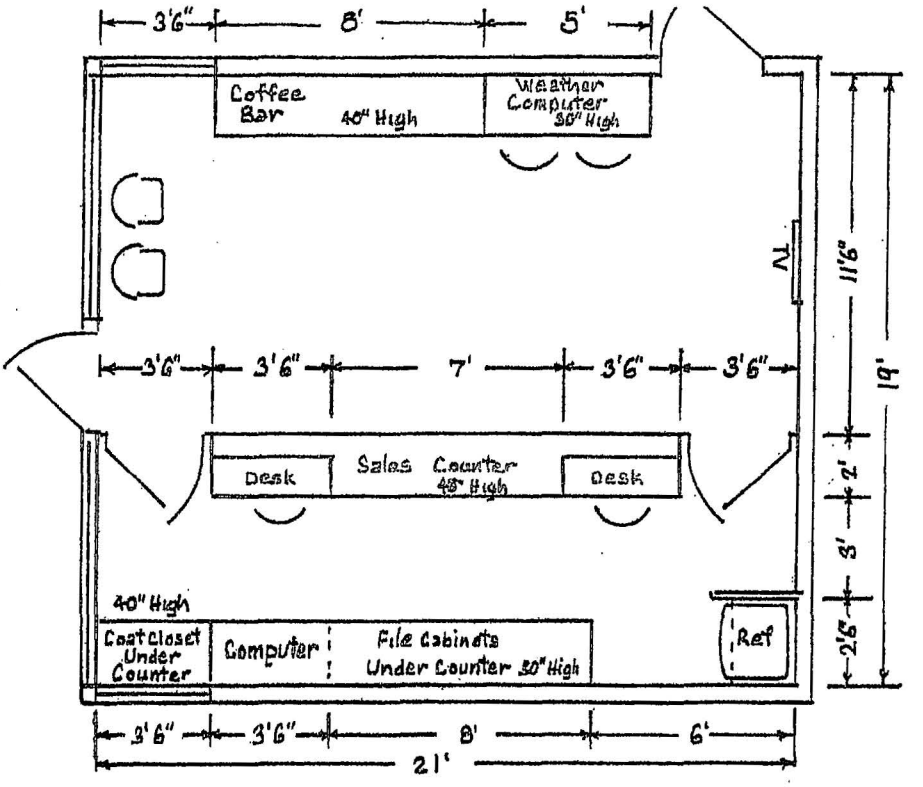
JOHN E. DORMAN
CITY ATTORNEY

Exhibit A

Description of

Line service office and ramp space for Stillwater Flight Center, Inc. lease agreement
The southwest portion of the terminal building including the space as outlined below:

21 feet x 19 feet = 399 sq./ft.

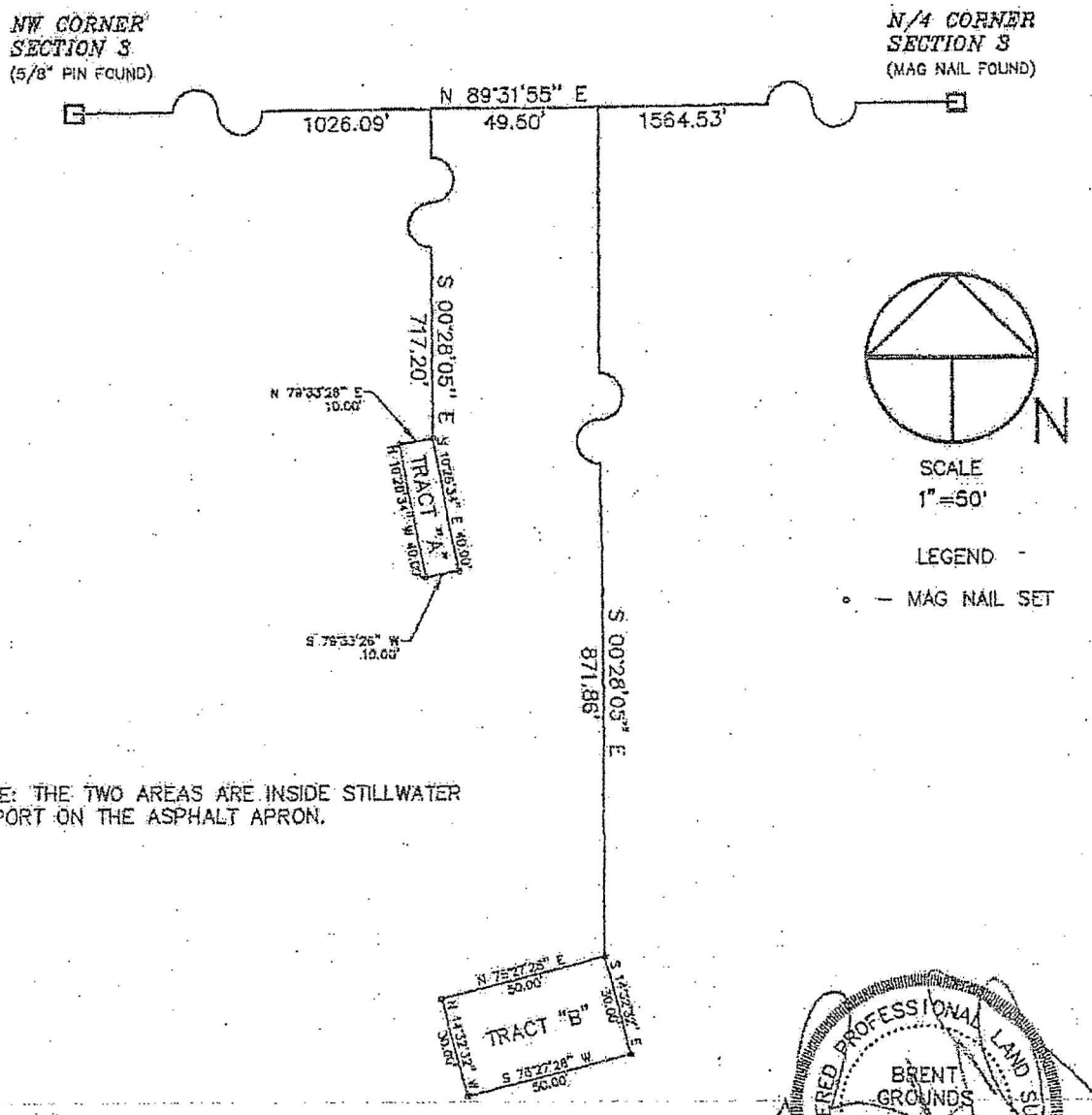


LS 17-118

SURVEY FOR LEASE AREAS

TWO LEASE AREAS IN THE NW/4 OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST I.M., PAYNE COUNTY, OK

BASIS OF BEARING: OKLAHOMA STATE PLANE COORDINATE SYSTEM (NORTH ZONE)



NOTE: THE TWO AREAS ARE INSIDE STILLWATER AIRPORT ON THE ASPHALT APRON.

I, Brent Grounds, Oklahoma Licensed Land Surveyor 1576, hereby certify that a survey was made by me on this property, and that to the best of my knowledge, this plat is a correct representation of this property.

This property may be subject to easements and/or rights of way not shown on this drawing. No documents were furnished.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRENT GROUNDS
1576
OKLAHOMA

8/29/17

LAST SITE VISIT: AUGUST 24, 2017

THIS PLAT AND SURVEY MEET THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

GROUNDS PROFESSIONAL SURVEYING, INC.
P.O. BOX 224
PERKINS, OKLAHOMA 74059
(405) 547-1233
C.A. #4689

LEASE AREA DESCRIPTIONS

TRACT "A"

A 400 SQUARE FEET AREA IN THE NW/4 OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST I.M., PAYNE COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3;
THENCE N89°31'55"E ALONG THE SECTION LINE 1026.09 FEET;
THENCE S00°28'05"E 717.20 FEET TO A SET MAG NAIL FOR THE POINT OF BEGINNING;
THENCE S10°26'34"E 40.00 FEET TO A SET MAG NAIL;
THENCE S79°33'26"W 10.00 FEET TO A SET MAG NAIL;
THENCE N10°26'34"W 40.00 FEET TO A SET MAG NAIL;
THENCE N79°33'26"E 10.00 FEET TO THE POINT OF BEGINNING.

TRACT "B"

A 1500 SQUARE FEET AREA IN THE NW/4 OF SECTION 3, TOWNSHIP 19 NORTH, RANGE 2 EAST I.M., PAYNE COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3;
THENCE N89°31'55"E ALONG THE SECTION LINE 1075.59 FEET;
THENCE S00°28'05"E 871.86 FEET TO A SET MAG NAIL FOR THE POINT OF BEGINNING;
THENCE S14°32'32"E 30.00 FEET TO A SET MAG NAIL;
THENCE S75°27'28"W 50.00 FEET TO A SET MAG NAIL;
THENCE N14°32'32"W 30.00 FEET TO A SET MAG NAIL;
THENCE N75°27'28"E 50.00 FEET TO THE POINT OF BEGINNING.

PREPARED BY BRENT GROUNDS, LS 1576 ON AUGUST 27, 2017
BASIS OF BEARING: NORTH LINE OF THE NW/4 (N89°31'55"E)
OKLAHOMA STATE PLANE COORDINATE SYSTEM (NORTH ZONE)

Grounds Professional Surveying, Inc.
P.O. Box 224
Perkins, Oklahoma 74059
405-547-1233
C.A. #4689

C:\2017\17-118\DESCRIPTION.odt

ORDINANCE NO. 3617

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 524 W. 10TH AVENUE FROM TWO-FAMILY AND MULTI-FAMILY (RTM) TO SMALL LOT SINGLE-FAMILY (RSS).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

Parcels located at 524 W. 10TH AVENUE:

A tract of land in the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Nineteen (19) North, Range Two(2) East of Indian Meridian, more particularly described as follows: Beginning at a Point 40 feet South, 152 feet West and 260 feet South of the Northeast Corner of the said Southwest Quarter (SW/4) of Northwest Quarter (NW/4) Section Twenty-three, Township Nineteen (19) North, Range Two (2) East Indian Meridian, in City of Stillwater, Payne County, Oklahoma, THENCE East 80 feet, THENCE South 50 feet, THENCE West 80 feet, THENCE North 50 feet to the POINT OF BEGINNING

be and the same is hereby rezoned from RTM (TWO-FAMILY & MULTI-FAMILY) to RSS (SMALL LOT SINGLE-FAMILY RESIDENTIAL).

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2026.

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 07/20/2026
Second Reading:

ORDINANCE NO. 3618

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 799 E. MERCURY AVENUE FROM COMMERCIAL SHOPPING (CS) AND NEIGHBORHOOD TRANSITION ZONE (NTZ) TO TWO-FAMILY RESIDENTIAL (RT).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

Parcels located at 799 E. MERCURY AVENUE:

TRACT B
A TRACT OF LAND IN THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (N/2 S/2 SW/4) OF SECTION ONE (1), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE NORTH 01°09'42” WEST ALONG THE WEST LINE OF SAID SW/4 FOR 1314.16 FEET TO THE NORTHWEST CORNER OF THE N/2 S/2 SW/4; THENCE SOUTH 89°48'25” EAST ALONG THE NORTH LINE OF SAID N/2 S/2 SW/4 FOR 1157.12 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 89°48'25” EAST ALONG SAID NORTH LINE FOR 630.00 FEET; THENCE SOUTH 00°13'41" WEST FOR 658.16 FEET TO A POINT NORTH LINE OF LOT 15, BLOCK 1, LAKEVIEW RIDGE, FIRST SECTION, AN ADDITION IN THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 89°46'19" WEST ALONG THE NORTH LINE OF SAID BLOCK 1 AND ALONG THE NORTH LINE OF BLOCK 7, LAKEVIEW RIDGE, FOURTH SECTION, AN ADDITION IN THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, FOR 630.00 FEET; THENCE NORTH 00°13'41" EAST FOR 657.78 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND. SAID TRACT OF LAND CONTAINS 9.516 ACRES, MORE OR LESS.

TRACT C
A TRACT OF LAND IN THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (N/2 S/2 SW/4) OF SECTION ONE (1), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE NORTH 01°09'42” WEST ALONG THE WEST LINE OF SAID SW/4 FOR 1314.16 FEET TO THE NORTHWEST CORNER OF THE N/2 S/2 SW/4; THENCE SOUTH 89°48'25” EAST ALONG THE NORTH LINE OF SAID N/2 S/2 SW/4 FOR 1787.12 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 89°48'25” EAST ALONG SAID NORTH LINE FOR 751.52 FEET TO A POINT, SAID POINT BEING NORTH 89°48'25" WEST A DISTANCE OF 102.00 FEET FROM THE NORTHEAST CORNER OF SAID N/2 S/2 SW/4; THENCE SOUTH 01°00'55" EAST PARALLEL WITH THE EAST LINE OF SAID N/2 S/2 SW/4 FOR 76.84 FEET; THENCE SOUTH 09°27'59" EAST FOR 421.78 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF SAID N/2 S/2 SW/4; THENCE SOUTH 01°00'55" EAST PARALLEL WITH SAID EAST LINE FOR 166.09 FEET TO THE NORTHEAST CORNER OF LOT 13, BLOCK 3, LAKEVIEW RIDGE, SECOND SECTION, AN ADDITION IN THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 89°46'19" WEST ALONG THE NORTH LINE OF SAID BLOCK 3 AND ALONG THE NORTH LINE OF BLOCK 1, LAKEVIEW RIDGE, FIRST SECTION, AN ADDITION IN THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FOR 827.82 FEET; THENCE NORTH 00°13'41" EAST FOR 658.16 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINS 11.999 ACRES, MORE OR LESS.

be and the same is hereby rezoned from CS (COMMERCIAL SHOPPING) AND NTZ (NEIGHBORHOOD TRANSITION ZONE) to TWO-FAMILY RESIDENTIAL (RT).

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2026.

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 07/20/2026
Second Reading:

ORDINANCE NO. 3619

AN ORDINANCE ANNEXING INTO THE CITY OF STILLWATER TERRITORY GENERALLY LOCATED ONE QUARTER MILE SOUTH OF 19TH AVENUE AND ONE QUARTER MILE EAST OF RANGE ROAD THAT CONTAINS APPROXIMATELY 33.64 ACRES UPON PETITION, PURSUANT TO TITLE 11 OKLAHOMA STATUTES SECTION 21-105; DESIGNATING THE LAND USE ZONING DISTRICT CLASSIFICATION FOR PROPERTIES LOCATED WITHIN THE TERRITORY ANNEXED BY THIS ORDINANCE; PROVIDING THAT THE EFFECTIVE DATE OF THE ANNEXATION SHALL BE SEPTEMBER 17, 2026; AND PROVIDING FOR SEVERABILITY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

Section 1. That the jurisdictional facts are hereby found as follows:

A Petition for Annexation was filed by Stillwater Property West, LLC (property owner) on May 26, 2026. In said Petition for Annexation, the property owner requested that the City annex the following described property into the corporate limits of the City pursuant to 11 O.S. § 21-105:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTY, TOWNSHIP NINETEEN NORTH, RANGE TWO EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY OKLAHOMA, LESS AND EXCEPT THE FOLLOWING TRACT BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER, THENCE SOUTH 89°17'40" WEST A DISTANCE OF 620 FEET, THENCE NORTH 35°54'37" EAST A DISTANCE OF 1052.71 FEET, THENCE SOUTH 00°10'18", A DISTANCE OF 845 FEET TO THE POINT OF BEGINNING.

Notice of the presentation of said Petition for Annexation was published at least once each week for two (2) successive weeks in a newspaper of general circulation in the City (Stillwater NewsPress). The City finds that said property is adjacent and contiguous to the corporate limits of the City, is not part of any other incorporated municipality, and is owned by Stillwater Property West, LLC. The City further finds that the notice published fully complies with Oklahoma law as to form, giving notice that the said Petition has been presented and describing the property sought to be annexed. The City further finds that the requirements for annexation set forth in the Stillwater Municipal Code have been fully satisfied.

Section 2. That the Corporate Limits of The City of Stillwater are hereby extended to include the following described tract of land as depicted in EXHIBIT A:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION THIRTY, TOWNSHIP NINETEEN NORTH, RANGE TWO EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY OKLAHOMA, LESS AND EXCEPT THE FOLLOWING TRACT BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER, THENCE SOUTH 89°17'40" WEST A DISTANCE OF 620 FEET, THENCE NORTH 35°54'37" EAST A DISTANCE OF 1052.71 FEET, THENCE SOUTH 00°10'18", A DISTANCE OF 845 FEET TO THE POINT OF BEGINNING.

Section 3. That The City of Stillwater will provide the following municipal services to the subject property: police and fire protection, solid waste collection, electric service, water distribution and wastewater collection.

Section 4. That, in accordance with Stillwater City Code Section 23-425, the City Council has determined that classification and designation of the annexed territory as a RSS (Small Lot Single-Family Residential) District, as requested by the owner of the annexed territory, is compatible with the zoning and/or use of the adjacent or contiguous properties, and, thus, the annexed territory, for purposes of land use regulation, shall be designated and regulated as an RSS (Small Lot Single-Family Residential) District classification. Envision Stillwater 2045 Comprehensive Plan will be updated to show this property designated as Low-Density Residential in the Future Land Use Map.

Section 5. That, pursuant to Title 11 Oklahoma Statutes, Section 21 112, the City Clerk shall, on behalf of the Mayor, file a certified copy of this ordinance, together with the map or plat of the territory annexed attached thereto, with the County Clerk of Payne County, State of Oklahoma and with the Ad Valorem Division of the Oklahoma Tax Commission.

Section 6. That all ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 7. That, if any part or parts hereof be held invalid or ineffective, the remaining portions shall not be affected.

Section 8. That this ordinance shall become effective at 12:01 a.m. on September 17, 2026.

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2026.

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

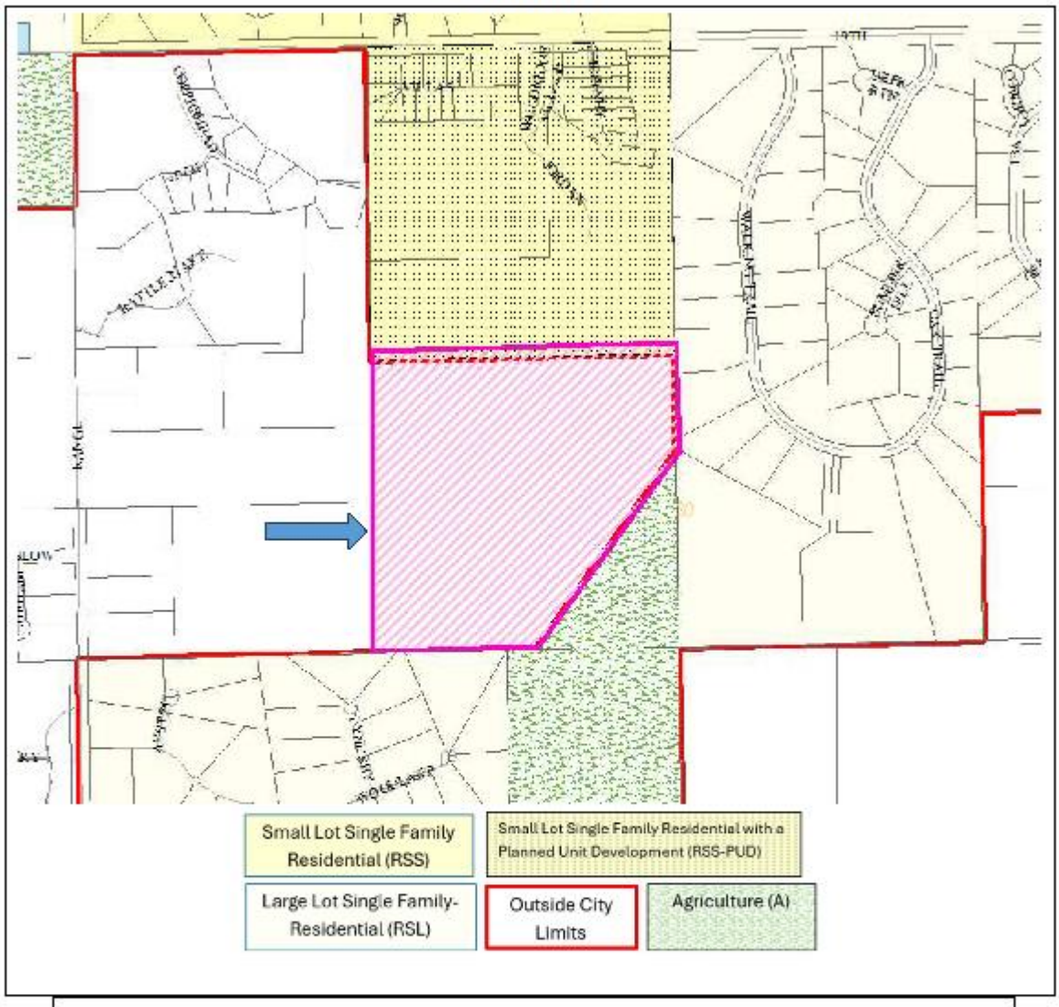
_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 07/20/2026
Second Reading:

Exhibit A



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Annexation (ANX26-01)
Request: Annex for Golden Oaks PUD expansion.
Address: 5599 W 19TH AVE.

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 20, 2026

Agenda Item:	10.a. CC-26-132
Previous/Related Action:	
Background/Issue:	Planning Commission consists of five members who have knowledge pertaining to the physical, social, and economic development and betterment of the city. The Planning Commission was created in order to help direct the future development of the City, encourage social and economic improvements in accordance with modern city planning principles, and insures the orderly, efficient and economic arrangement and development of new public works projects. Planning Commission is charged with preparing a comprehensive plan and/or additional specific plans indicating ideas and recommendations for the physical development of the City. The Planning Commission oversees the operation of the zoning ordinance through the review and recommendation on all rezoning, special use permits, site plans, and ordinance text amendments. Subdivision, platting, and re-platting of land is approved by the Planning Commission. The term length of Planning Commission members is three years. There are currently two members that have terms expiring in July.
Proposal/Solution:	Reappoint: • Jana Phillips term expires 07/2026 • Riley Williams term expires 07/2026
Financial Source/Impact:	None.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	• Recommend reappointing Jana Phillips to another term • Recommend reappointing Riley Williams to another term
Prepared By:	Cindy Gibson, Admin. Svcs. Mgr.
Reviewed By:	David Barth

	Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None