

SEWER SYSTEM IMPROVEMENTS
 RETROFIT EXISTING TREATMENT PLANT
 FOR THE CITY OF
 SUE BEHR
 MURRAY COUNTY, OKLAHOMA

Job No. 27182 Drawn By: JALEX
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Figure 2

MYERS
 ENGINEERING

S.W. 1/4, SEC. 9

N.W. 1/4, SEC. 9

N.E. 1/4, SEC. 9

LOCATION MAP
 SCALE: 1" = 500'

SCALE: 1" = 500'
 0 250' 500' 1000'



United States Department of the Interior

NATIONAL PARK SERVICE

Chickasaw National Recreation Area

1008 West Second Street

Sulphur, Oklahoma 73086

IN REPLY REFER TO:
H2215 (CHIC)

November 4, 2009

Mr. Matt Cogburn
3800 N. Classen Blvd
Oklahoma City, OK 73118

Dear Mr. Cogburn:

The Chickasaw National Recreation Area (CNRA) is submitting this letter to show support for the proposed City of Sulphur Wastewater Treatment Plant expansion. Our support for this project is based on our desire to see this project completed for the benefit of the community of Sulphur. We understand that the project is also necessary in order to meet DEQ and EPA standards and regulations for operating a wastewater treatment plant in Oklahoma.

However, the CNRA does have some conditions to be met before we can grant final concurrence to the National Environmental Policy Act (NEPA) compliance being conducted in connection with this project. These conditions are as follows:

- NEPA will be completed with CNRA included as a consulting party,
- CNRA will require a new Right-of-Way (ROW) permit to be issued for the storm water retention lagoon and drainage easement that is substantially similar to the ROW permit originally issued in 1990,
- CNRA expects the present lagoon to be fenced and any future lagoon which may be constructed will also be fenced,
- If the existing lagoon is abandoned, we expect the reclamation of the original lagoon to meet both Oklahoma DEQ and National Park Service standards,
- And the archeological survey issues connected with the effluent line will be properly addressed.

If you have any questions or concerns regarding these conditions, please call Bruce Noble at (580) 622-7210.

We look forward to working with you to bring this project to fruition.

Sincerely,

Bruce Noble

Bruce Noble
Superintendent

cc. Chris Turk, IMR
Bill Myers, Myers Engineering

**United States Department of the Interior
National Park Service
Right-of-Way Permit for
City of Sulphur
Drainage Area and Storm-water Retention Lagoon
Chickasaw National Recreation Area**

WHEREAS, City of Sulphur, (hereinafter Permittee) has applied to the United States of America (hereinafter Permitter) for the renewal of a right-of-way to temporarily continue to operate and maintain a drainage area and storm-water retention lagoon on lands within the boundaries of the Chickasaw National Recreation Area (hereinafter Park), a unit of the National Park System, United States Department of the Interior until a new wastewater treatment facility can be constructed by Permittee and remediation of sewer lagoon completed; and

WHEREAS, the National Park Service (hereinafter Service) administers the Park that was established as a unit of the National Park System, United States Department of the Interior pursuant to 16 U.S.C. 460hh; and

WHEREAS, the Director of the National Park Service (or his/her delegate) is required pursuant to 16 U.S.C. 1a-1 to authorize only those uses of land within the Park which will not be in derogation of the values and purposes for which the Park was established, except as may have been or shall be directly and specifically provided by Congress; and

WHEREAS, 16 U.S.C. 79 authorizes the Secretary of the Interior (or his/her delegate) having jurisdiction over subject land, to permit the use of a right-of-way through public lands, forests and other reservations of the United States for water dams and reservoirs used to supply water for domestic, public or any other beneficial use and upon a finding by the Chief Officer of the Department under whose supervision such Park area falls that the right-of-way is not incompatible with the public interest;

WHEREAS, the Service has promulgated regulations at Title 36 Code of Federal Regulations, Part 14, regarding rights-of-way over, across and upon the lands administered by the National Park Service; and

WHEREAS, the Service has been delegated the authority to allow such rights-of-way over, across and upon land under the jurisdiction of the Service pursuant to 245 Departmental Manual 5.1; and

WHEREAS, the Service has determined that the proposed use of the park lands to temporarily continue the maintenance and operation of the subject lagoon is neither incompatible with the public interest nor inconsistent with the use of such lands for park purposes; and

WHEREAS, the Permittee presently owns and operates an existing sewage disposal plant, which is being rebuilt and upgraded, between the drainage area and the storm-water retention lagoon and said plant is on City-owned land totally within the boundary of the Park; and

WHEREAS, the water of Rock Creek which flows adjacent to the sewage plant and into the Lake of the Arbuckles, which is an approved municipal drinking water reservoir for both the Park and surrounding communities, and the drainage area and storm-water retention lagoon will prevent degradation of these waters; and

WHEREAS, the Permittee has affirmed that the subject drainage area and storm-water retention lagoon will be on approximately 8.252 acres of Park lands and provide waste water storage service to the Park and the citizens of the City of Sulphur, Oklahoma.

THEREFORE, the United States, through the Service, an agency of the Department of the Interior, acting pursuant to the authority of 16 U.S.C. 79, issues this permit to the City of Sulphur, Sulphur, Oklahoma, for a right-of-way across Federal lands within Chickasaw National Recreation Area for the temporary operation and maintenance of a drainage area and storm-water retention lagoon.

The Permittee agrees to comply with and be bound by the Service regulations, 36 CFR Part 14, regarding rights-of-way over, across and upon lands administered by the Service, in addition to the terms and conditions set forth in this permit.

MAP AND LEGAL DESCRIPTION OF RIGHT-OF-WAY

Two parcels of land situated in Murray County, Oklahoma, as set out in plats by Poe and Associates, Inc., Oklahoma City, and verified by "Wastewater Plant Exhibit" dated April 2010, attached hereto and made a part hereof. The first parcel of land is described as follows:

Beginning at a point 1,320 feet south of the north $\frac{1}{4}$ corner of Section 9, T1S, R3E, Murray County, Oklahoma, thence east 385 feet, thence south 650 feet, thence west 385 feet, thence north 650 feet to the point of beginning, containing 5.75 acres, more or less.

The second parcel is described as follows:

Beginning at a point 150 feet south and 60 feet west of the northeast corner of said NE $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 9, thence west a distance of 490.00 feet; thence south a distance of 500 feet; thence west a distance of 100.00 feet; thence north a distance of 600.00 feet; thence east a distance of 590.00 feet; thence south a distance of 100.00 feet to the point of beginning, said tract containing 2.502 acres, more or less.

AUTHORITY TO ENTER INTO AGREEMENT FOR RIGHT-OF-WAY

The Permittee represents and warrants to the Permitter that:

(1) It is duly authorized and empowered under applicable laws of the State of its incorporation and by its charter and bylaws to enter into and perform this agreement in accordance with the provisions hereof;

(2) The Sulphur City Council, or duly authorized executive committee, has duly approved, and has duly authorized the execution, delivery, and performance by it of this agreement by the Sulphur City Manager, and

(3) All action that may be necessary or incidental to the approval of this permit, and the due execution, delivery, and performance by the Permittee has been taken; and

(4) All of the foregoing approvals, authorizations, and actions are in full force and effect at the time of the execution and delivery of this permit.

PERMITTED USE OF RIGHT-OF-WAY BY THE PERMITTEE

The right-of-way is for the sole purpose of temporarily operating and maintaining a drainage area and storm-water retention lagoon on the above-described lands, application for which was made in writing to the superintendent, Chickasaw National Recreation Area (hereinafter superintendent) on October 26, 2009 by the Permittee. That in utilizing the right-of-way the Permittee agrees to comply with and be bound by laws and regulations regarding the use and occupancy of the lands administered by the Service, by the terms of this permit and by the terms of the Loan Agreement for Clear Water SRF Loan, between Oklahoma Water Resources Board (OWRB) and City of Sulphur, Dated as of December 1, 2009.

DEVIATION FROM APPROVED RIGHT-OF-WAY

The Permittee agrees that it will not deviate from the location of the approved right-of-way in its temporary operation and maintenance of the subject drainage area and storm-water retention lagoon. All ingress and egress for maintenance, operation and remediation of the subject drainage area and storm-water retention lagoon shall be restricted to the right-of-way herein. In the event that the Permittee determines that ingress and egress over Park lands, not included in the right-of-way are necessary for the maintenance, operation and/or remediation of the subject drainage area and storm-water retention lagoon, then the Permittee must apply, in writing, to the Superintendent for approval of such ingress and egress.

EFFECTIVE DATE OF THE RIGHT-OF-WAY

The effective date of this permit shall be the date of its execution by the Regional Director (or delegate) and the Permittee. The right-of-way permit shall terminate upon Permittee satisfactorily completing remediation pursuant to the terms of the Loan Agreement for Clear Water SRF Loan, between Oklahoma Water Resources Board (OWRB) and City of Sulphur, Dated as of December 1, 2009, unless prior thereto it is relinquished, abandoned, or otherwise terminated pursuant to the provisions of this permit or of any applicable Federal law or regulation.

DISPOSAL OF PROPERTY ON TERMINATION OF RIGHT-OF-WAY

Upon the termination of the right-of-way permit by expiration or by cancellation for cause, in the absence of any agreement to the contrary, the Permittee shall be allowed six months, or such additional time as may be provided, in which to remove from the right-of-way all property or improvements of any kind placed by them; and if not removed within the time allowed, all such property and improvements shall become the property of the United States.

NONUSE OR ABANDONMENT

It is understood and agreed by the parties that all or any part of the right-of-way may be terminated at the discretion of the Permitter in the event of nonuse for a period of two years or for abandonment by the Permittee. In the case of termination, the Permitter will provide the Permittee with written notice including reasons for the termination.

FEES FOR USE AND OCCUPANCY

In accordance with 36 CFR § 14.26(c)(1), the Service will not charge the Permittee any fees for the use and occupancy of federally owned land under this permit. However, in consideration of the Service's authorizing the Permittee to temporarily use and occupy federally owned land under this permit, until Permittee has satisfactorily completed remediation pursuant to the terms of the OWRB Loan agreement for Clear Water SRF Loan, Dated as of December 1, 2009, the Permittee will allow the Service to discharge waste or wastewater, without charge, into the Permittee's wastewater treatment system.

REIMBURSEMENT OF COSTS

In accordance with 36 CFR § 14.22(a)(2), the Service hereby waives the reimbursement of costs incurred by the Service as a result of this permit.

TERMS AND CONDITIONS

The permit is subject to the following terms and conditions:

(1) This permit shall not be construed as a permanent interest in the land of the right-of-way or as an abandonment of use and occupancy by the United States, but shall be considered a use of the land as described, anything contained to the contrary notwithstanding.

(2) This right-of-way permit may be terminated upon breach of any of the stated conditions or at the discretion of the Regional Director of the Service. Permittee will be given written notice and thirty (30) days to allow an opportunity for corrective actions before termination may occur.

The written notice shall describe the specific violations of the permit. If Permittee does not correct the violations to the satisfaction of the Service, or present a reasonable plan acceptable to the Service within the thirty (30) day period, then the NPS shall be entitled to revoke this permit.

(3) The Permittee shall comply with all applicable State and Federal laws and existing regulations promulgated thereunder in the operation and maintenance of the drainage area and storm-water retention lagoon.

(4) The Superintendent, Chickasaw National Recreation Area, shall be notified in writing no less than TWO WEEKS prior to the start of remediation of the storm-water retention lagoon. All work on park lands shall be completed pursuant to Exhibit H of the December 1, 2009 loan agreement which the Oklahoma Water Resources Board (OWRB) issued to the City.

(5) The Permittee shall have a right of ingress and egress within the right-of-way at all times for the purposes of maintaining, operating and/or remediating the existing drainage area and storm water retention lagoon.

(6) The Permittee shall be responsible to pay the Permitter for any damage resulting from this permit which would not reasonably be inherent in the use which the Permittee is authorized to make of the land.

(7) Use by the Permittee of the land is subject to the right of the park to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads, trails, and other improvements already existing. If it is necessary to exercise such right, every effort will be made by the Park to refrain from unduly interfering with or preventing use of the land by the Permittee for the purposes intended under this permit.

(8) The Permittee shall take adequate measures pursuant to Exhibit H of the December 1, 2009 loan agreement which the Oklahoma Water Resources Board (OWRB) issued to the City to prevent or minimize damage to Park resources. This may include restoration, soil conservation and protection measures, landscaping, and repairing roads, trails, fences, etc. The Permittee shall dispose of brush and other refuse as required by the Superintendent. The superintendent or his representative may inspect the right-of-way area and facilities as deemed necessary and without restriction.

(9) The Permittee will halt any activities and notify the superintendent upon discovery of threatened or endangered species or archeological, paleontological, or historical findings. All artifacts unearthed remain the property of the park.

(10) No vegetation may be cut or destroyed without first obtaining approval from the superintendent. Any vegetation that must be removed shall be mitigated as specified by the superintendent.

(11) Use of pesticides and/or herbicides on park lands is prohibited without prior written approval from the superintendent.

(12) The Permittee agrees to do everything reasonably within its power, both independently and on request of the superintendent, to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the right-of-way.

(13) The Permittee agrees that the right-of-way shall be subject to the express condition that the use will not unduly interfere with the management and administration by the Service of the lands. Further, the Permittee agrees and consents to the occupancy and use by the Park, its Permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization, for necessary operations incident to such management, administration, or disposal.

(14) Upon expiration, revocation or termination of this permit, the Permittee shall leave the lands subject to the permit in as nearly the original condition as possible. "Original condition" would be defined to mean how the site appeared prior to construction of the storm-water retention lagoon. Details are outlined in the loan agreement dated as of December 1, 2009 between the City of Sulphur and the Oklahoma Water Resources Board.

(15) The Permittee agrees that in undertaking all activities pursuant to this permit, it will not discriminate against any person because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

(16) No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation for its general benefit.

(17) No transfer of the permit will be recognized unless and until it is first approved in writing by the Regional Director of the Service. Such a transfer must be filed in accordance with existing regulations at the time of transfer, and must be supported by the stipulation that the assignee agrees to comply with and to be bound by the terms and conditions of the right-of-way.

(18) This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

(19) Any alterations to this permit must be in writing and signed by the parties. Renewals will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

(20) Any utilities previously located within this right-of-way which are damaged or disrupted during maintenance shall be repaired or restored by the Permittee within a reasonable timeframe and with good faith effort.

(21) The Permittee shall be responsible for the provision and maintenance of proper signs, barricades or other means of warning motorists and pedestrians of danger during all periods of repair and maintenance.

(22) Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

COMPLIANCE

Failure of the Permittee to comply with any provision of this right-of-way permit shall constitute grounds for immediate termination of this permit.

WAIVER NOT CONTINUING

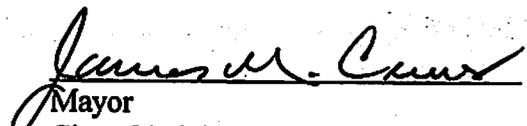
The waiver of any breach of any provision of this right-of-way permit, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent to, any subsequent or prior breach of the same or any other provision of this permit.

IN WITNESS WHEREOF, the Superintendent of Chickasaw National Recreation Area, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Department of the Interior, has caused this Permit of Right-of-Way number RW-7510-10-001 to be executed this 14th day of March, 2011.



Superintendent
Chickasaw National Recreation Area
National Park Service
United States Department of the Interior

ACCEPTED THIS 14th DAY OF March, 2011.


Mayor
City of Sulphur, Oklahoma

Attest



February 11th, 2013

Bruce Noble, Superintendent
Chickasaw National Recreation Area
1008 West 2nd Street
Sulphur, Oklahoma 73086

Re: Completion of the Sulphur Municipal Authority's Wastewater Treatment Plant

CC: City Council, City Attorney, City Clerk

Dear Superintendent Noble:

Find attached a copy of a letter dated January 31st, 2013, from Joe Freeman, Chief, Financial Division, Oklahoma Water Resource Board. In this letter Mr. Freeman indicates they have received the Certificate of Completion of the above referenced project. That being the case, the Sulphur Municipal Authority no longer requires the use of national park property as a detention lagoon and ask that you cancel the use permit at this time for the SMA's use of the property.

I am aware that personnel from your agency have worked with Larry Sloan, RFD Construction, General Contractor for the overall project during the lagoon reclamation phase and all things were reported to be satisfactory. In assuring that all parties agree to that fact, that reclamation has been satisfactorily achieved, I would invite you to select a date at your convenience to meet at the "old" lagoon site for a final walk-through.

We appreciate the National Park Service assistance in helping us to achieve a successful project undertaking in completing the Wastewater Treatment Plant.

Sincerely,


Bill Holley, City Manager