



# STATE OF OKLAHOMA INTERAGENCY CONTRACT

This Contract made and entered into this 1st day of July, 2017 pursuant of 74 O.S. 1008 by and between the State Department of Rehabilitation Services, ("DRS"), and City of Muskogee ("City").

Witnesseth: That, DRS, in consideration of the covenants and agreements hereinafter set forth, does, by these presents, demise, lease and let go unto said Lessee, for park purposes only, the following described property situated in Muskogee County:

Part of Lot 2 and of the NW quarter of the NE quarter of Section 30 (30) Township 15 (15) North Range 19 (19) East of the Indian Base and Meridian described as follows:

Beginning at a point on the North line of said Lot 2, 445.5 ft. West of the NE corner of said Lot 2; thence South parallel with the West line of said Section 30, to an intersection with the Creek-Cherokee Nation line; thence Southwesterly along the Creek-Cherokee Nation line to SE corner of said Lot 2; thence West, along the South line of said Lot 2 and of said NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 30 to the East line of the Right-of-way of the Muskogee Electric Traction Company; thence North along the said East line of the said Right-of-way to the North line of said Section 30; thence East along the North line of said Section 30 to the point of the beginning, containing 43 acres more or less. Also known as Civitan Park.

The City has agreed to further improve the above described real property as a park and recreation area and shall use the property for park purposes only. The City will keep the area mowed and restrooms clean, along with providing maintenance on the buildings located upon the land. The Oklahoma School for the Blind will be able to use all park facilities at no charge for students and/or staff on a recognized school activity.

The State will accept these agreements as compensation for a sum of \$1.00 per year.

## Conditions of the Contract:

1. Term: The Contract shall be for a period of \_\_\_\_\_ years, beginning July 1, 2017.
2. General Supervision: City shall not, without first obtaining the written consent of DRS, make any alterations, additions, or improvements, in, to or about the premises. City is required to carry liability insurance on the leased premises in the amount of at least \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the City, its agents and employees.
3. Restrictions: All land, fences and equipment will be returned to owner in same condition as received except for normal erosion, wear and tear.
4. Fences: City shall be responsible, at no cost to DRS, for keeping all outside or boundary fences, as well as partition fences within the boundaries of the contract premises, in a good state of repair and at the expiration of the term of this contract, or sooner termination thereof as provided for herein, City shall give peaceable possession of the contract premises to the DRS in as good condition as the same now are, ordinary wear and tear and damage by unavoidable casualty alone excepted. It is further stipulated that the City shall clean all fence rows of tumbleweeds and keep the fence rows cleaned of excessive weeds.
5. Easements: All easements and access roads previously granted or which will be granted in the future to oil companies and pipeline companies shall be honored by the City.
6. Termination of Contract: If the needs of the State shall require the use of said lands prior to the expiration of term hereof, this contract may be terminated by written notice to the City at least ninety (90) days prior to the date of such termination, and in such event, City shall give peaceable possession of the premises on

or before such termination date without further notice or demand; and that any violation of any of the above mentioned provisions of this contract shall be cause for termination hereof by the DRS.

It is further understood and agreed by and between the parties hereto that the City may neither transfer nor assign this contract, nor sublet any portion of contract premises, without the written permission of the State of Oklahoma Department of Rehabilitation Services.

**State of Oklahoma:  
Department of Rehabilitation Services**

\_\_\_\_\_  
Noel A. Tyler, Interim Director

STATE OF OKLAHOMA   )  
                                  )  SS  
COUNTY OF OKLAHOMA )

Before me, a Notary Public in and for said county and state of the \_\_\_\_day of \_\_\_\_, 2017 personally appeared Joe D. Cordova to me known to be the identical person who subscribed the name Department of Rehabilitation Services of the State of Oklahoma, to the foregoing instruments, as it's Director, and acknowledges to me that she executed the same free and voluntary act and deed to such Department of Rehabilitation Services, for the uses and purpose herein set forth.

In witness wherefore I have hereunto set my hand a notarial seal on this \_\_\_\_day of \_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Commission Number \_\_\_\_\_

CITY OF MUSKOGEE

\_\_\_\_\_  
Mayor

STATE OF OKLAHOMA   )  
                                  )  SS  
COUNTY OF MUSKOGEE )

Before me, a Notary Public in and the said county and state on the \_\_\_\_day of \_\_\_\_, 2017. Personally appeared \_\_\_\_\_ to be the identical person who subscribed his name to the foregoing instrument, and acknowledge to me that he/she executed the same free and voluntary act and deed for the uses and purposed herein set forth.

In witness wherefore I have hereunto set my hand a notarial seal on this \_\_\_ day of \_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Commission Number \_\_\_\_\_

APPROVALS:

\_\_\_\_\_, Chair  
Department of Rehabilitation Services Commission