

SUBDIVISION AGREEMENT
FAIRFIELD ADDITION
TO THE CITY OF BARTLESVILLE,
WASHINGTON COUNTY, OKLAHOMA

THIS AGREEMENT, made this 8 day of April, 2009, by and between Mark Roberts, Trustee for Mark J. Roberts 1992 Revocable Trust, and American Motel Investors, Inc., hereinafter jointly referred to as "the Subdivider" and the City of Bartlesville, Oklahoma, a Municipal Corporation, 401 S. Johnstone, Bartlesville, Oklahoma, 74003, hereinafter referred to as "the City".

WHEREAS, the Subdivider desires to obtain approval from the City for a plat of a subdivision of land located in the City and more particularly described as the Lots 1, 2, and 3, Sterling Heights Addition, together with the North half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 20, Township 26 North, Range 13 East of the Indian Meridian, Bartlesville, Washington County, Oklahoma, and hereinafter referred to as "the Property"; said subdivision to be known as Fairfield Addition, which includes the approved final record plat of the Property, hereinafter referred to as "the Plat"; and

WHEREAS, the Subdivision Regulations of the City require certain improvements to be made or a performance bond posted for the making of certain required improvements before a plat of the Property may be accepted by the City; and

WHEREAS, the Subdivider acknowledges his obligation to perform the required improvements as a condition for acceptance of the plat by the City.

COVENANTS

NOW, THEREFORE, in consideration of the performance of the agreements, premises and covenants herein set forth, the parties to this Subdivision Agreement hereby agree that:

The City's Subdivision Regulations, Ordinances, Resolutions, and other Policies of the City are hereby incorporated by reference in this Subdivision Agreement as if herein fully set forth and shall in all respects be binding upon the Subdivider, except as may be modified by this Subdivision Agreement.

Upon approval of the Plat and execution of this Agreement by the City and the Subdivider, provisions of the Subdivision Regulations, Ordinances, Resolutions, and Policies of the City shall be implemented as set forth herein.

The Subdivider shall be responsible for all public improvements within the platted area as may be required pursuant to the Subdivision Regulations of the City, and in accordance with this Subdivision Agreement, including, but not limited to, streets, curbs and gutters, storm drainage facilities, sanitary sewers, water, and sidewalks. The Subdivider shall design and construct all required improvements in accordance with the Bartlesville Subdivision Regulations and all other applicable regulations, standards, and specifications for the City of Bartlesville. Required improvements shall be made in accordance with the timetable provided within this agreement subject to the following:

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Installation of the required public sanitary sewer and water main improvements which provide service to Lots 1, 3 and 4 may be delayed until such time as development upon any of these lots is proposed. Prior to the issuance of a building permit or any other city required permit for any structure constructed on Lots 1, 3 or 4 or land use upon said lots, said public sanitary sewer and water main improvements shall be constructed and installed in compliance with approved construction plans for this subdivision and shall be formally accepted by the City. The installation of these public improvements shall be phased as follows:

A minimum 8-inch sanitary sewer main with gravity service shall be extended to the scope and level necessary to serve proposed development on any Lot 1, 3, or 4 as approved by the City Engineer;

A minimum 6-inch water main shall be extended to the scope and level necessary to serve proposed development on any Lot 1, 3, or 4 as approved by the City Engineer;

In addition, prior to the acceptance of any such public sanitary sewer and/or water main improvements by the City, the developer or his designated contractor shall post a surety maintenance bond in an amount equal to fifteen percent (15%) of the entire cost of materials and labor. The duration of the maintenance bond shall be two (2) years from the date of acceptance of said improvements by the City and shall cover only the defects in design, workmanship, and materials.

It shall be noted that the Subdivision Regulations requirement for the provision of a performance guarantee by the developer to assure the completion of the construction of the required public sanitary sewer and water main improvements is being waived as per previous action by the City Council in 1989 with its approval of the final plat of Sterling Heights Addition, which is a part of the Fairfield Addition plat. As such, it has been, and will remain the developer's responsibility to disclose to future owners of property within the Plat the requirement to install the required public sanitary sewer and water main improvements to the respective lot for which they will own prior to release of a building permit or any other city required permit on said lot. Along with said disclosure is the developer's responsibility to identify which party will pay the cost of and arrange for the construction of such public infrastructure improvements.

The City of Bartlesville will begin construction of the extension of Nova Avenue south of Stonewall Drive to the north property line of Fairfield Addition in July of 2008. At such time as the construction of this road connects to the north property line of Fairfield Addition, the developer shall have a period of 90 days to construct Nova Avenue as approved by the City Engineer across and through the Property as identified on the Plat. Following acceptance of these street improvements by the City of Bartlesville, the developer or his designated contractor shall post a surety maintenance bond in an amount equal to fifteen percent (15%) of the entire cost of materials and labor for this street improvement. The duration of the maintenance bond shall be two (2) years from the date of acceptance of said improvements by the City and shall cover only the defects in design, workmanship, and materials.

A fee-in-lieu of stormwater drainage/detention improvements will be required to be paid to the City of Bartlesville at the time of a building permit for any proposed development within the Fairfield Addition as provided for in Section 7-600 of the Bartlesville Subdivision Regulations.

A five-foot sidewalk is required along Lot 1 abutting U.S. Highway 75 and a four-foot

sidewalk is required along both sides of Nova Avenue for Lots 2, 3, and 4. These sidewalk improvements may be constructed on each lot as development on the lot is approved and permitted.

The Subdivider acknowledges that a sanitary sewer expansion fee as required by Ordinance Number 3062 shall be imposed upon all lots within this subdivision and collected as prescribed in this ordinance. Such fee shall be noted on the plat as a liability running with each lot in the subdivision until paid and shall be paid prior to the issuance of a building permit on any lot within this subdivision. This fee shall be additional and supplemental to, and not in substitution of, any other water or sewer tap fees or other requirements imposed by the City on the development of land or the issuance of building permits. Any meter used exclusively for the operation of an approved fire protection system or landscape irrigation system shall be exempt from this fee. Upon the request of any person holding an interest in a lot subject to this liability, the City shall issue a letter indicating whether the liability for that lot has been satisfied.

Standard street lights shall be installed within this subdivision to the standards of the City's street light policy. Such street lights shall be provided by and through the City's franchisee, Public Service of Oklahoma. If the Subdivider chooses to install non-standard street lights within the subdivision, approval must be obtained from the Bartlesville City Council for the placement of a private street light system on public right-of-way. If approved by the City Council, said private lights shall be owned and maintained by the Subdivider. The City shall not be responsible for the repair, replacement or maintenance of said lights.

The Subdivider shall install standard street signs for this subdivision by and through the City Street Department. This requirement shall be coordinated with the City Engineer and shall be complete prior to issuance of a certificate of occupancy for any structure within this subdivision. If the Subdivider elects to install non-standard street signs for this subdivision, they shall be owned and maintained by the Subdivider. In the event the City must replace or maintain any non-standard street signs, such replacement or maintenance will be done with standard City street signs.

The Subdivider shall be responsible for supplying adequate utilities to all lots within the plat and shall pay the cost of any and all utility relocations which may be required for the construction of the improvements within the plat.

The Subdivider shall provide the City with two (2) sets of as-built drawings for all public improvements to be constructed by the Subdivider or his agent to be dedicated to the public or the City. Said drawings shall be considered an essential part of the improvements, and the City shall not accept the improvements until such reproducible drawings are provided.

The City Engineer or his designated representative shall be the contact person for the City in all matters and questions of public improvements that are to be dedicated to the public or the City. In all matters concerning the design and construction of public improvements to be dedicated to the public or the City, the City Engineer or his designated representative shall determine that the criteria and standards specified in the Subdivision Agreement are met. The Subdivider agrees to comply with the decisions of the City Engineer or his designated representative in all matters concerning the design and construction of public improvements to be dedicated to the public or the City and all matters affecting stormwater drainage within and from the platted area.

The Subdivider shall be responsible to record the Plat and Subdivision Agreement of Fairfield Addition with the County Clerk's Office of Washington County within two (2) years of the date of approval by the City Council or it shall be considered as having been

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voided. The Subdivider shall furnish to the City one (1) mylar or vellum copy and two (2) paper plats as recorded with the Washington County Clerk's Office. In addition, the Subdivider shall submit to the City an electronic file of the Final Plat and all as-built drawings, compatible with AutoCAD 14 or 2000 on a 3½" computer disc or compact disc.

The Subdivider acknowledges that in the event it breaches any provision of this Subdivision Agreement, the City may withhold approval of any or all building permits or Certificates of Occupancy applied for in connection with development of the platted area, and may continue to withhold such approval until such breach has been cured by the Subdivider.

The parties to this Subdivision Agreement acknowledge that the terms hereof are contractual and not a mere recital. Furthermore, the parties also acknowledge that this Agreement shall be filed of record with the County Clerk's office of Washington County, and that its covenants shall run with the land and shall bind the parties, their successors in interest and all assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as follows: first above written.



CITY OF BARTLESVILLE, OKLAHOMA

[Signature]
by Tom Gorman, Mayor
Ron Nikkel

ATTEST
[Signature]
Deputy City Clerk
(City Seal)

SUBDIVIDER

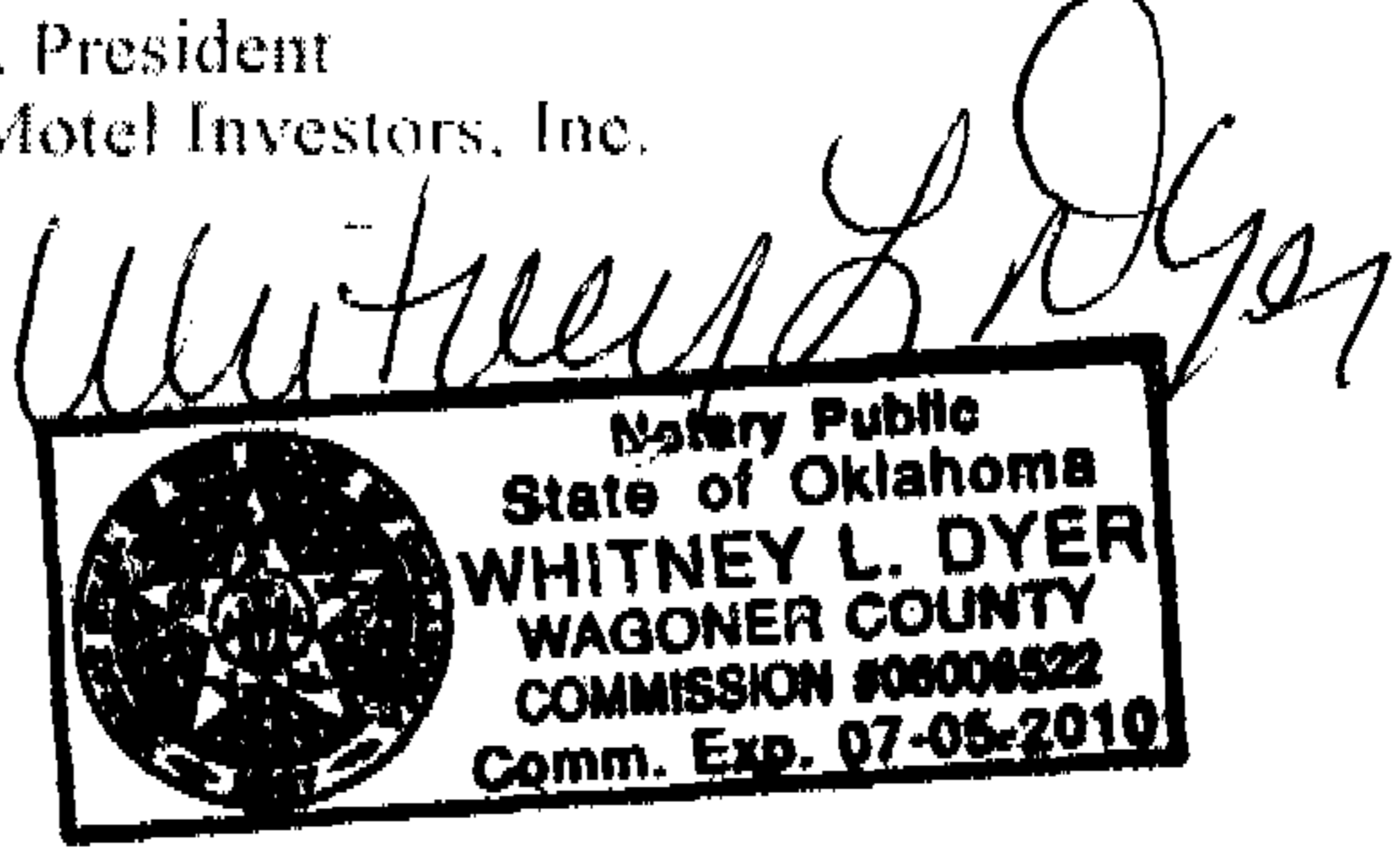
[Signature]

Mark Roberts
Trustee of the Mark J. Roberts 1992
Revocable Trust

[Signature]

Andy Patel, President
American Motel Investors, Inc.

STATE OF Oklahoma)
COUNTY OF Tulsa) ss.)



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Before me, the undersigned, a Notary Public in and for said County and State, on this 8 day of April, 2009, personally appeared Mark Roberts, to me known to be the identical person(s) who subscribed the name of Mark J. Roberts 1992 Revocable Trust to the foregoing instrument as Trustee, and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of Mark J. Roberts Revocable Trust, for the uses and purposes therein set forth.

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

Rachel Slaven
Notary Public 6/12/2010
My Commission Expires:



(Seal)

STATE OF Oklahoma)
COUNTY OF Washington) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of April, 2008, personally appeared Andy Patel to me known to be the identical person(s) who subscribed the name of American Motel Investors, Inc. to the foregoing instrument as President, and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of American Motel Investors, Inc., for the uses and purposes therein set forth.

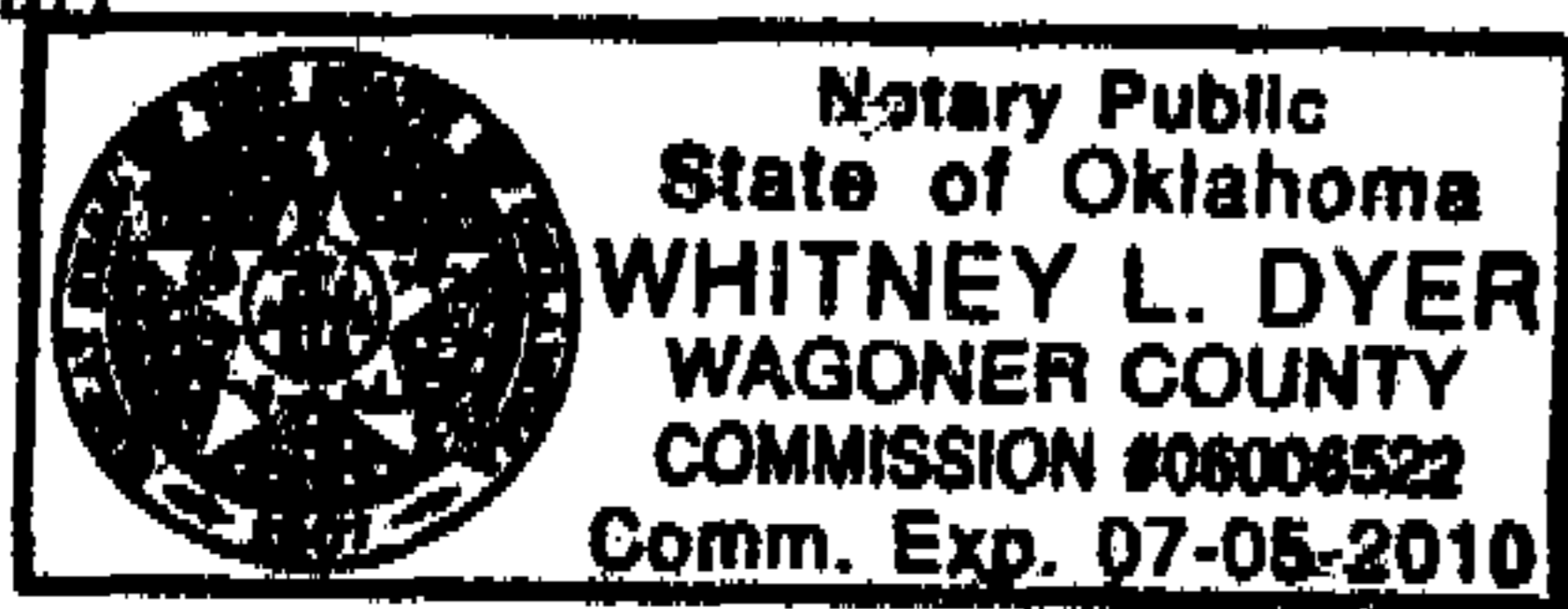
Given under my hand and seal of office the day and year above written.

Whitney L. Dyer
Notary Public

My Commission Expires:

7/5/2010

(Seal)



Doc # 2009005700
Bk 1079
Pg 871-876
DATE 06/12/09 16:21:15
Filing Fee \$23.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH

M. Parrish



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Upon receipt of the check payable to JD Basler & Associates in the amount of \$43,500 from Mark Roberts on behalf of the Mark J Roberts 1992 Revocable Trust in the amount of \$43,500, American Motel Investors, Inc warrants and confirms that all provisions of the subdivision agreement have been or will be meet and all obligations have been or will be satisfied and Mark Roberts and the trust have paid in full the obligations agreed to with American Motel Investors, Inc.

American Motel Investors, Inc


Andy Patel April 8, 2009

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