

COMMISSIONERS:

Mary Fallin GOVERNOR • Todd Lamb LT. GOVERNOR • Gary Jones STATE AUDITOR & INSPECTOR • Joy Hofmeister SUPERINTENDENT of PUBLIC INSTRUCTION • Jim Reese COMMISSIONER, STATE BOARD of AGRICULTURE

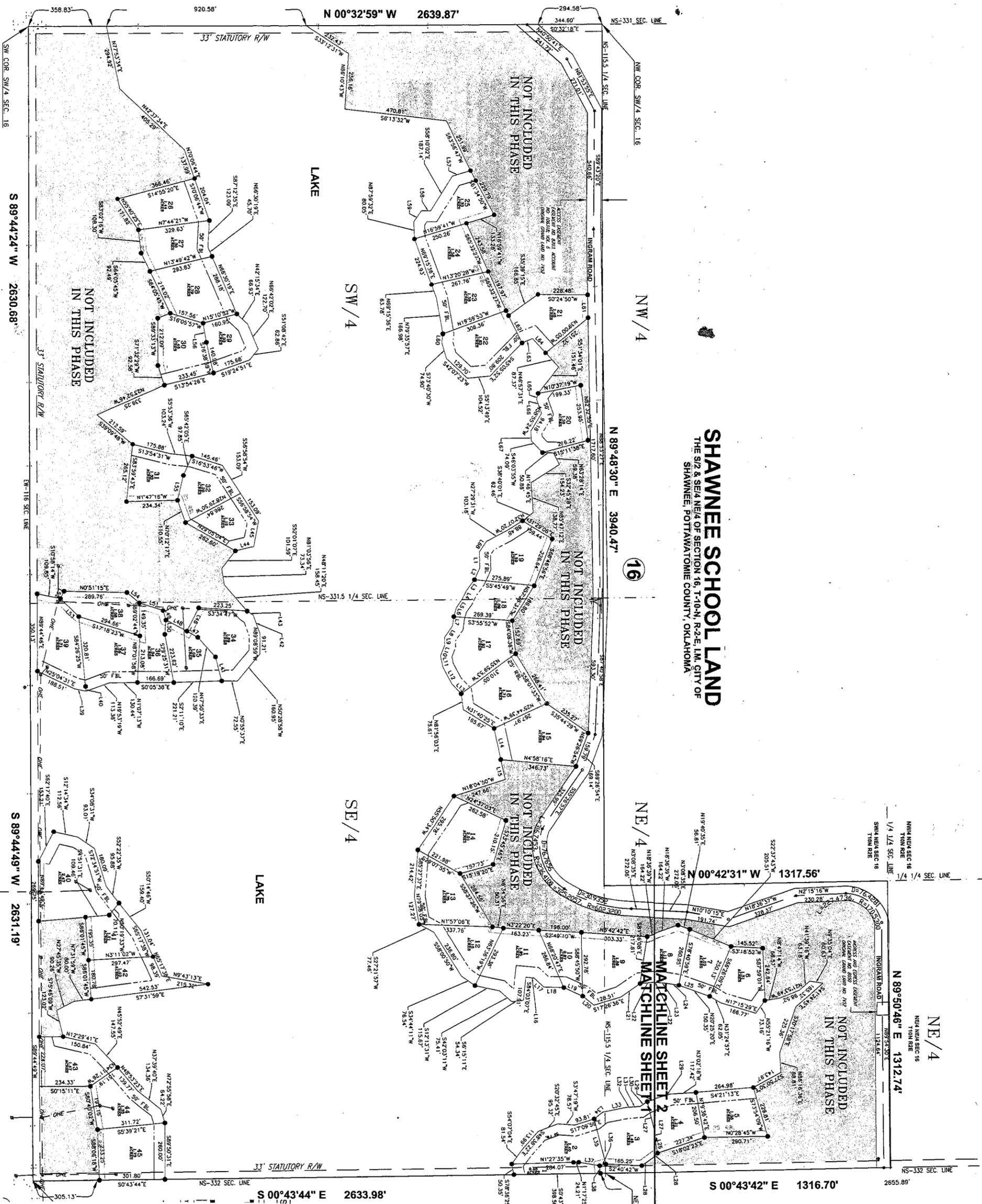
The Commissioners of the Land Office will be holding a Public Auction for lots 15, 25, 28, 31, 32, 33 and 42 located at Shawnee Twin Lakes in Pottawatomie County on October 29, 2015 at 10:00am for a 25 year lease and the minimum accepted bid will be \$1,600.00 for the first year of the contract.

- The term of the contract will be from January 1, 2016 to December 31, 2040.
- The first year of the contract will be the bid amount
- The second (2nd) to fifth (5th) years will be \$1,600.00.
- After fifth (5th) year the rent will escalate at 3% annually and every five (5) years after until the end of the contract.

Leases to be auctioned have been appraised to determine rent values. The appraised rent for a lease will be the minimum annual bid accepted for the lease at the LEASE AUCTION. On the date of the auction, the successful bidder must pay 50% of the first year's rent as deposit. The balance of the bid rental will be due by January 2 of the following year. Each year's rent thereafter will be due in full by January 2 of each year. If payment is not received by January 10, interest is retroactive from January 1.

By submitting a bid, the bidder acknowledges and accepts the terms and conditions of the lease including but not limited to the Covenants & Restrictions, building restrictions and Lake Protection Zone per Shawnee Code of Ordinances.

A lease contract shall be awarded upon the approval of the Land Office to the person(s) or entity(ies) with the highest accepted bid. The Land Office reserves the right to reject any or all bids and may refuse to accept any bids where the party placing the bid is in default of any other lease with the Land Office.



GRID NORTH BASED ON GPS OBSERVATION



OTHER COMMISSIONERS OF THE LAND OFFICE
 OKLAHOMA CITY, OK 73102
 PHONE: 405-521-4828

ENGINEER: DARRIN SMITH, P.L.S.
 6088 S. BRIDGEMAN N.W., 38TH STREET
 OKLAHOMA CITY, OKLAHOMA 73122
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Covenants and Restrictions School Land – Shawnee Twin Lakes

OWNER/LESSOR'S CERTIFICATE, DEDICATION, AND PROTECTIVE AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Commissioners of the Land Office ("OWNER/LESSOR") hereby certifies it is the owner of, and the only person or entity having any right, title or interest in and to the following described real property and premises located in Pottawatomie County, Oklahoma (herein called the "Subdivision"), to-wit:

Lots 1 through 45 of S/2 and SE/4NE/4 Sec. 16-10N-2E1M, Pottawatomie County, Oklahoma according to the recorded plat thereof.

Owner/Lessor further certifies it has caused the Subdivision to be surveyed, staked, and platted into lots, streets and/or avenues, showing accurate dimensions of the lots, rights-of-way, widths of the streets and reserves for utilities, and alleys. Owner/Lessor reserves all of the streets and avenues in the Subdivision, and reserves easements for installation, maintenance and utilities, and for drainage within the Subdivision, as shown by the recorded plat. Owner/Lessor designates the Subdivision as "Shawnee Twin Lakes."

PROTECTIVE AND RESTRICTIVE COVENANTS

For the purpose of providing an orderly development of the lots described above, and for the purpose of providing adequate restrictive covenants for the mutual benefit of said party and its successors in title to such subdivision, Owner/Lessor hereby imposes the following restrictions, covenants and reservations:

1. All lots in the Subdivision are hereby reserved exclusively for use as single-family dwellings, and no structure shall ever be erected, altered, placed or permitted to remain on said lots other than single-family dwellings not to exceed two (2) stories in height and a private attached or detached garage for a minimum of two (2) cars but a maximum of three (3) cars.

2. Existing structures on lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 20, 22, 27, 29, 30, 32, 33, 34, 35, 36, 38, 40, 44 and 45 are grandfathered into the development and may not, at this time, fully comply with these covenants, however, all improvements and lots must be maintained and cared for by lessee according to these covenants without exception. Should improvements or lots not be cared for or maintained in good condition, Owner/Lessor may request the improvements be removed or the lot maintained and if lessee does not comply Owner/Lessor may cause the removal of the improvements or the maintenance of the lot and lessee will be liable for the costs incurred, including court costs and attorney fees.

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*Commissioners of the Land
120 N Robinson Ste. 1000W
OKC, OK 73102*

3. The minimum square foot area requirements for residences on said lots shall be One Thousand Two-Hundred Fifty (1,250) square feet. This minimum figure is for living space and is exclusive of garages, covered porches, basements, and breezeways.

4. No building shall be erected, placed or altered on any lot described herein until the building plans, specifications and plot plans showing the location of such building, roofing design, and conformity and harmony of external design with existing structures, and the finished grade elevation, have been approved in writing by the Lessor, or its designated representatives. In the event Lessor, or its designated representatives, fails to approve or deny, within thirty (30) calendar days, any plans or specifications submitted to them, then approval will not be required and this covenant shall be deemed to have been fully observed.

5. Utility corridors for installation and maintenance of public utilities may be reserved or designated for future development. Within these areas, no structure, planting or other materials shall be placed or permitted to remain thereon which may damage or interfere with the installation and/or maintenance of such utility areas, or which may change the direction of flow of drainage channels in the utility reserves, or which may obstruct or retard the flow of water through drainage channels in the utility reserves. The utility reserve area of each lot and all permitted improvements shall be maintained continuously by the lessee of the lot, except for those improvements for which a public authority or utility company may be responsible.

6. Conformity of building design or materials will not be required, however maintenance and up-keep of all building exteriors in a good or excellent condition, which is in the sole discretion of Owner/Lessor, is required.

7. The lessee of a lot which abuts Shawnee Twin Lakes may construct a boat dock according to City of Shawnee Standards.

8. Individual sewage disposal systems may be constructed upon each lot but shall conform to and meet all requirements set forth by the City of Shawnee and the Oklahoma Department of Environmental Quality. Aerobic Septic Systems will be required on all new lot construction. When existing septic systems fail and cannot be repaired any new septic system shall be an Aerobic Septic System. Outside functional privies are prohibited on any lot except for a permitted short duration, maximum 7 days, when an existing septic system fails or outside large parties are planned.

9. Water wells drilled on lots for either residential use or lot irrigation shall be constructed and maintained according to Oklahoma Department of Environmental Quality and Oklahoma Water Resources Board Standards.

10. All buildings or structures constructed on any lot shall have a minimum lake front set back of 50 feet from the ordinary high water mark (OHWM); a minimum setback of 25 feet from the front road; and a minimum setback of 15 feet from the side lot line.

11. No building or structure may be placed, erected or used exclusively for business, professional, trade, clubs or commercial purposes on any portion of the Subdivision. A type of business that can be operated from the home, such as a real estate or similar office type business, bed & breakfast, or lake cottage rentals, may be permitted in accordance with the City of Shawnee zoning standards for home occupancy and with written permission from Owner/Lessor. Under no circumstances shall a home business cause excessive traffic into or out of the residence, nor shall equipment or supplies be stored in public view.

12. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet, or one (1) sign of not more than three (3)

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square feet for advertising the property for sale or rent, or a sign used by a builder to advertise the property during construction and sale.

13. Fifth-wheel trailers, recreational vehicles, tents, or other temporary structures may be used for weekend or overnight camping. These structures may not be used as a primary residence. None of the above-listed structures shall be either occupied or parked on the lots for extended periods of time. These structures are allowed to be parked on lots with existing homes or residences as part of the lessee's personal property as long as parking such structures does not violate any other restrictive covenant set forth herein.

14. Except for existing mobile homes placed on properties prior to the filing of record of these covenants, which are grandfathered into the Subdivision, no single-wide mobile homes of any kind shall be allowed to be placed or parked, either permanently or temporarily on any lot. Existing mobile homes that are grandfathered into the Subdivision may not be replaced with any single-wide mobile home. Modular homes, including double-wide mobile homes, may be permitted if the design and quality are approved by Owner/Lessor.

15. Residential frame homes may be relocated onto lots and placed on concrete slab or stem wall foundations. Any remodeling, restoring, and/or refurbishment of such residential frame homes must be completed within 2 years.

16. The following provisions shall be applicable to all outbuildings unless otherwise approved by the Owner/Lessor:

- a. No outbuilding may be used as a residence either temporarily or permanently unless an emergency arises in which the primary residence must be unoccupied for reconstruction;
- b. All outbuildings shall be of new construction;
- c. Any outbuilding shall not exceed the lesser of two-thirds (2/3) of the heated living space of the primary dwelling or two and one-half (2.5) percent of the square footage of the lot;
- d. All outbuildings shall not be greater than eighteen (18) feet in height at the peak;
- e. No outbuilding shall be permitted in any easement for utilities nor be allowed to interfere with storm water drainage;
- f. The architectural style of any out building must be similar to or blend with that of the primary residence;
- g. All out buildings must have concrete floors or other suitable substitute flooring approved by Owner/Lessor; and
- h. All construction and design of outbuildings must be approved by Owner/Lessor.

17. Chimneys on newly-constructed homes must have a brick or stone veneer.

18. Shared access roads between residences shall be utilized to prevent unnecessary disturbance of the lake side area. All access roads, for ingress and egress from each lot to any street must be a minimum of 20 feet in width and have a minimum of 2 inches of 1-inch crusher run rock or a suitable substitute material approved by Lessor/Owner.

19. All fencing shall be constructed of brick, stone, wood, vinyl or chain link material. In addition, there shall be no privacy fencing on the rear of any lot facing the lake. Any fencing

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on the rear of any lot facing the lake must be a fencing type that will allow visual eyesight to the lake from the residence and shall not exceed six (6) feet in height.

20. It is the intent of the Owner/Lessor to keep any environmental disturbance of the real property in the Subdivision to a minimum and maintain as much of the native tree species as possible and practical during any construction. Open area and lawns are encouraged; however, clearing the entire lot of existing native trees is discouraged. The maximum building coverage ratio for each lot for impervious surfaces shall be twenty percent (20%) inclusive of all primary and secondary structures. Total impervious area shall not exceed thirty percent (30%) of the lease area.

21. No inoperable vehicles, boats, trailers, campers, or automobiles shall be temporarily or permanently parked, located, or otherwise maintained on any lot.

22. No truck (i.e. semi-tractors, bob-tail trucks), bus, commercial vehicle, or recreational vehicle of any kind weighing two (2) tons or more, shall be parked or permitted to remain on the driveway of, or street adjacent to, any lot, except for such periods of time as may be absolutely necessary in order to pick up or deliver materials, or to do work or make repairs on the property. Lessees and occupants of residential buildings in the subdivision shall not use the driveways and streets adjacent thereto for the storage or habitual parking of any such prohibited vehicle.

23. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial or agricultural purpose. Lessees and/or residents who own such pets shall be responsible for and shall supervise such pets at all times to prevent such pets from becoming a nuisance to the other lessees and/or residents.

24. No rubbish, trash, garbage, waste, ashes, or other refuse may be thrown or dumped on any lot. Lessees of lots, whether improved or unimproved, must keep their lot free of debris and are required to keep the lot in presentable condition, as defined by Owner/Lessor, and any refuse must be hauled away for disposal at lessee's expense.

25. Each lessee shall continuously maintain the landscaping on each of his/her lots, including mowing, planting, and maintaining shrubs and trees.

26. All antenna, poles, or similar items placed on the property shall be located so as to not be seen from the front of the property and shall not be more than ten (10) feet higher than the top of any outbuilding. In addition, such items should be placed so as to not adversely affect the use and enjoyment by any other lessees of their lots.

27. No noxious or offensive trade or activity shall be conducted or carried out upon any portion of property that will adversely affect the use and enjoyment by any other lessees of their lots, nor shall any nuisance be permitted to occur or remain on any property in the Subdivision.

28. Each user, lessee, and occupant of each lot or building shall at all times comply with all laws and ordinances, rules, regulations and orders of all federal, state, county and municipal governments and governmental agencies then applicable to the Subdivision.

29. If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, the Owner/Lessor or any lessee of any lot in the Subdivision may bring an action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages.

30. The foregoing covenants and restrictions shall run with the land and be binding on all present and future lessees, their successors and assigns, and all parties claiming under them for a term of twenty (20) years from the date this document is recorded at which time the covenants

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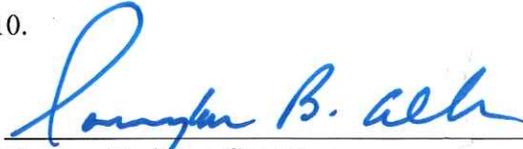
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shall be automatically extended for successive periods of ten (10) years unless it is agreed to change or abrogate the covenants in part or in whole.

31. Invalidation of any one of the covenants set forth herein, or any part thereof, by judgment, court order, or otherwise shall in no way affect any of the other covenants herein which shall remain in full force and effect.

Executed this 17th day of November, 2010.



Douglas B. Allen, Secretary
Commissioners of the Land Office (Owner/Lessor)

No. Shawnee Twin Lakes
Vol. DB Page _____
Recorded 8/9/2012
(Date)
By L. Coy
(Records Clerk)

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Shawnee, Oklahoma, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 22 - PLANNING AND DEVELOPMENT >> ARTICLE V. - SHAWNEE TWIN LAKES—LAKE PROTECTION ZONE (LPZ) >>

ARTICLE V. - SHAWNEE TWIN LAKES—LAKE PROTECTION ZONE (LPZ)

Sec. 22-101. - Lake protection zone; purpose.

Sec. 22-102. - Application.

Sec. 22-103. - Definitions.

Sec. 22-104. - Permitted uses.

Sec. 22-105. - Prohibited uses.

Sec. 22-106. - Development standards.

Secs. 22-107—22-130. - Reserved.

Sec. 22-101. - Lake protection zone; purpose.

The purpose of the lake protection zone (LPZ) is to protect public health, safety and welfare and to ensure orderly development along and near Shawnee Lake Number 1. It is an overlay zone that is applied as specified below. An overlay zone is a set of zoning standards and regulations that are applied in addition to the existing standards of the base zone. A special zoning district is necessary to ensure adequate environmental protection for the Shawnee Lake Number 1, which serves as a municipal water source for the City of Shawnee.

(Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-102. - Application.

The LPZ overlay zone applies to all lake lot leases administered by the City of Shawnee and the Oklahoma Commissioners of the Land Office (CLO) on Shawnee Lake Number 1. These requirements shall supplement existing zoning and code provisions and where two or more provisions conflict, the more stringent interpretation shall prevail as determined by the community development director. These regulations shall not be extended to city and state lease areas that are not along the shoreline of Shawnee Twin Lakes No. 1, as determined by the city. These regulations do not apply to private property.

(Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-103. - Definitions.

Lake lot lease shall mean those lease areas established by the City of Shawnee, most of which were created in 1936, around Shawnee Lake No. 1, for the purposes of private recreational and residential use. In general, such areas are a minimum of one acre in size and include the right to construct a permanent residence on the subject lease area. A "lake lot lease" shall also include any newly created or defined lots that are or will be leased by the city or the CLO.

Ordinary high water mark, (OHWM) shall mean that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed

on the bank, shelving, changes in the character of the soil, destruction of terrestrial vegetation, the presence of vegetation and/or debris, or other appropriate means that consider the characteristics of the surrounding areas. The city shall have final authority in determining the OHWM.

(Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-104. - Permitted uses.

Permitted uses are as specified below and shall not be superseded by the uses listed in the underlying district:

- (1) Single-family detached residences.
- (2) Manufactured and mobile homes, provided that any mobile or manufactured home placed on the lake after December 31, 2010, shall be multi-sectioned construction. No single-wide mobile or manufactured homes shall be allowed, with the exception of an approved guest cottage. A new single-wide manufactured or mobile home shall be allowed as a replacement to an existing single-wide unit which existed prior to the original adoption of this article.
- (3) Boat docks and other similar uses as per section 16-225
- (4) Accessory uses customarily incidental and secondary to the uses permitted by right.
- (5) Other uses specifically authorized by the city via an approved lease, provided that such use shall conform to the underlying zoning district.
- (6) Home occupation.
- (7) Community buildings, buildings associated with clubs/civic organizations and associations and similar uses as determined by the director and as acknowledged by the city commission.
- (8) Guest cottages may be approved as an accessory use to an existing single-family residence with an approved conditional use permit¹, provided that a guest cottage shall not exceed 600 square feet, shall not be sublet, and shall share a common driveway with the main residence.
- (9) Bed and breakfast, subject to the granting of a conditional use permit¹.
- (10) Overnight camping for personal use (not a commercial campground), provided that it is done in a contained unit (e.g., motorhome, fifth-wheel, travel trailer, etc.) and the use is temporary and the unit does not remain on the site between use. Temporary use is considered a use which does not exceed 60 days in a calendar year and does not include any single stay greater than 14 days.

Note:

¹ An application for a conditional use permit within the LPZ shall provide public notice in accordance with the applicable section of the Shawnee Zoning Code, provided that the notice requirements are amended as follows: Notice shall be mailed to all holders of leased property within 300 feet of the exterior boundaries of the subject lease. Additional mailed notice is not required.

(Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-105. - Prohibited uses.

The following uses are expressly prohibited:

- (1) All uses not specifically listed as "permitted" above.

(Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-106. - Development standards.

The following development standards apply:

- (1) *Setbacks, other standards.* Building setbacks, area, density and height standards are as follows:

Rear/Lake Front Setback	50 feet from OHWM (residence) 25 feet from OHWM (accessory structures, other than boat docks and boathouses)
Front/Road Setback	25 feet
Side Yard Setback	15 feet
Lot Area	As per lease, no set standard
Lot Width	As per lease, no set standard
Frontage	As per lease, no set standard
Building Height	35 feet
Residential Density	One residential structure per lease area, with the exception of one or more approved guest cottages.

Existing structures that do not meet the above standards shall be considered conforming uses and shall not be required to meet the new setback standards in cases where more than 50 percent of the structure is damaged fire, flood, or other disaster.

- (2) *Docks.* Boat/fishing docks may be constructed. For the purposes of this section, all lease areas are assumed to have the right to use the abutting shoreline to construct a single floating dock. The city may charge an additional annual fee for dock area leases. Dimensional standards for docks shall be as set forth in section 16-235.
- (3) *Lakeshore buffer.* A 25-foot buffer is hereby established landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. The area within the lakeshore buffer shall not be fenced. Docks and other approved structures as per section 16-235 may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area.
- (4) *Impervious surface coverage.* The maximum building coverage ratio shall be 20 percent inclusive of all primary and secondary structures. Total impervious area shall not exceed 30 percent of the lease area. Runoff from impervious surfaces, such as roof tops and paved driveways, shall be directed to maximize infiltration. Runoff water shall be maintained in sheet flow (not channelized flow) to the maximum extent practicable.
- (5) *Hazardous materials.* Hazardous materials including, but not limited to solvents, oil, fertilizer, gasoline and other materials shall be stored in an enclosed shed, garage or other approved structure. New accessory structures other than boat docks shall be setback from the OHWM a minimum of 25 feet.
- (6)

Septic system standards. Septic tanks shall be installed and inspected in accordance with the standards set forth in section 16-59 and section 16-328

- (7) *Erosion control.* All new residential construction shall employ erosion control and utilize best management practices (BMPs) to control erosion and sedimentation during construction. All exposed soil must be mulched. A temporary seeding or cover crop must be used on sites where permanent groundcover will not be established until the following year. A site will not be allowed to remain as bare ground with the intention of planting the following growing season. Required erosion control best management practices shall be in place prior to all land disturbing activities.
- (8) *Shared driveways.* Shared driveways may be utilized to prevent unnecessary disturbance of the lakeside area. Residential lease areas need not front upon a dedicated public street.

(Ord. No. 2442NS, § 1, 9-7-2010)

Secs. 22-107—22-130. - Reserved.

Shawnee, Oklahoma, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 16 - LAKES
>> ARTICLE II. - TWIN LAKES >> DIVISION 8. - LOT RENTALS >>

DIVISION 8. - LOT RENTALS ⁽⁶¹⁾

- Sec. 16-321. - Rental fee; renewal of lease.
- Sec. 16-322. - Assignment of lease; sale of improvements.
- Sec. 16-323. - Removal of improvements; reversion to city of unremoved improvements.
- Sec. 16-324. - Use of property.
- Sec. 16-325. - Boathouse, dock facilities; liability of city.
- Sec. 16-326. - Cancellation of lease.
- Sec. 16-327. - Renewal of lease after cancellation.
- Sec. 16-328. - Inspection of lake lot septic/waste disposal systems.

Sec. 16-321. - Rental fee; renewal of lease.

There is established an initial annual lease fee of \$600.00 for the year 2010, for each lot at Shawnee Twin Lakes No. 1 leased by the city. All persons entering into or renewing leases after the effective date of this section shall comply with all applicable city rules and regulations and all terms of the lease and shall pay the applicable rate at time of lease renewal or lease transfer. Lease fees shall increase annually on the anniversary of each lease at a rate of two percent per year, rounded up to the nearest whole dollar, in accordance with the published lease schedule. Such leases shall be for a term of 30 years. The lessee shall have the right and option to renew such lease for an additional 30-year period, under the terms and conditions set forth in City Code and said lease, provided that the city retains the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved. There is no limit to the number of times a lease can be renewed.

(Ord. No. 2441NS, § 2, 9-7-2010)

Sec. 16-322. - Assignment of lease; sale of improvements.

- (a) No lease entered into under this division shall be assigned or sublet, but the lessee may at any time during the term of his/her lease sell and transfer to other persons the improvements on the lot leased by him/her.
- (b) If improvements are sold by the lessee, the transfer shall not become effective until approved by the city commission at a regular or adjourned meeting held for that purpose. The city as lessor reserves the right to reject and disapprove any transfer when, in its opinion, it would be to the best interests of the city and its inhabitants to do so. If the transfer is approved, a new full-term lease shall be entered into between the purchaser and the city, and a transfer charge of \$1,000.00 shall be paid to the city prior to such transfer. No transfer fee shall be charged in cases where the transfer is made as a result of a trust or will or in cases where a lease has joint owners and one owner obtains full ownership rights.

(Ord. No. 2441NS, § 3, 9-7-2010)

Sec. 16-323. - Removal of improvements; reversion to city of unremoved improvements.

Any individual leasing from the city shall be the owner of all improvements which are purchased or placed by him/her. Such improvements, including cabins, other buildings and boathouses, shall constitute personal property, and the lessee shall have the right to remove the property from the lot at the termination of the lease. However, whenever a lease has been canceled by the city, as provided by this division or such lease, the lessee or owner of such improvements shall remove the improvements within 60 days of the date of such cancellation of the lease. Upon failure to do so, the improvements shall revert to and become the property of the city. The city shall have the right, without further notice or demand, to take immediate possession of all such improvements and may enter upon the premises of the lessee with or without process of law, and such improvements shall belong to the first party or its assigns as liquidated damages for the nonfulfillment of the lease by the lessee and the use and rental thereof.

(Ord. No. 2441NS, § 4, 9-7-2010)

Sec. 16-324. - Use of property.

All lots leased by the city pursuant to this division and the cabins or buildings constructed thereon, may be used for recreational or residential purposes when in total compliance with all City Codes and ordinances. Premises shall at all times be kept clean and maintained in a sanitary condition by the lessee.

(Ord. No. 2441NS, § 5, 9-7-2010)

Sec. 16-325. - Boathouse, dock facilities; liability of city.

- (a) In addition to the possession of the property leased, every lessee under this division or under a lease from the State of Oklahoma, shall have the right and privilege of a site for a boathouse and boat dock on the land owned by the city adjoining and immediately in front of the lot leased. The boathouse shall be erected and maintained by and at the cost of the lessee and shall not exceed 30 feet by 30 feet. The boathouse shall never be used as a place of human habitation and shall be the private property of the lessee, who shall have the right of ingress and egress to and from the boathouse, subject to the rights of the public as set forth in this division. Boathouses and docks shall be maintained in good working order and shall not present a hazard to the general public or create a nuisance.
- (b) All docks and boathouses located on arms or coves of Twin Lakes No. 1, shall not extend from the high water line (elevation 1073.5) into the lake more than 100 feet. Docks and boathouses on Lake No. 1 lease lots, which are adjacent to skiing and watercraft areas, shall not extend from the high water line (1073.5) into the lake more than 75 feet.
- (c) Flotation devices for docks and/or boathouses shall be constructed of materials that are not corrosive and are environmentally safe for Lake No. 1.
- (d) Docks and/or boathouses shall not be anchored to or cross over side lot lines of abutting lots. The connections of the dock or boathouse to the shore shall be constructed in such a way as to allow the dock and/or boathouse to float level on the lake during the lake's fluctuating water elevations.
- (e) Any person wishing to construct and/or alter a dock and/or boathouse on Lake No. 1, exclusive of routine maintenance, must obtain a building permit from the city. Failure to obtain a building permit will be considered grounds for the city to terminate the lease.

- (f) The lessee shall agree to keep such lot and boathouse and dock in a clean and sanitary condition and to maintain the lot and boathouse in a safe condition. The city as lessor shall in no manner be liable to the lessee for any damages suffered by the lessee to such lot or boathouse or dock or the improvements thereon on account of the rise and fall of the water line of the lake or for the enlargement or decrease by the city of the size of the lake or on account of any rule or regulation that may be adopted by the lessor governing the regulations of the lake.
- (g) The lessee shall agree to hold the lessor free and harmless from all damages suffered by him or by any other person on account of personal injuries or loss of property that may incur upon such lot, boathouse or boat dock.

(Ord. No. 2441NS, § 6, 9-7-2010)

Sec. 16-326. - Cancellation of lease.

The city commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000.00 in exchange for a release of liability from the remaining term.

(Ord. No. 2441NS, § 7, 9-7-2010)

Sec. 16-327. - Renewal of lease after cancellation.

No lease for a cabin site at Twin Lakes No. 1, shall be renewed in the name of the original owner after such lease has been canceled for nonpayment of rentals or for any other cause, without the original lessee paying to the city a \$1,000.00 renewal fee in addition to the standard yearly lease fee. Such sum shall be paid to the city clerk, and no renewal of the lease shall be made to the original lessee without the payment of the renewal fee.

(Ord. No. 2441NS, § 8, 9-7-2010)

Sec. 16-328. - Inspection of lake lot septic/waste disposal systems.

Each septic system or waste disposal system on all leased lake lots at Twin Lakes No. 1, shall be inspected by city staff once every five years. City staff will determine whether such system is safe and in good working order in accordance with section 16-59. The inspection fee shall be \$75.00. If the city staff determines that such system is defective, the city will notify the leaseholder that the system requires an inspection by representatives of the state department of environmental quality and/or a certified sanitarian or septic installer, to be paid for by the leaseholder. The leaseholder shall have 60 days to have the department of environmental quality inspect and correct any defects found in the system. The leaseholder must then supply the city with a certificate of compliance from the department of environmental quality. Failure to correct the defects in the system within the allotted time shall be grounds for the city to cancel the lease of the leaseholder.

(Ord. No. 2441NS, § 9, 9-7-2010)

FOOTNOTE(S):

⁽⁸¹⁾ *Editor's note—Ord. No. 2441NS, §§ 2—9, adopted Sept. 7, 2010, amended div. 8 in its entirety to read as herein set out. Former div. 8, §§ 16-321—16-328, pertained to similar subject matter, and derived from: Code 1986, §§ 13-106—13-113. [\(Back\)](#)*



State of Oklahoma
 Department of Central Services
 Fleet Management Division

Driver Responsibility
 Certification

NOTE: This form provides information and requirements for use of a state vehicle. Any state employee authorized to operate a state vehicle owned by the Fleet Management Division on behalf of his/her agency must read and comply with the responsibilities outlined herein.

1. ONLY drivers with a valid driver license are permitted to drive Fleet Management vehicles. If an employee drives or operates a state vehicle with an invalid driver license, e.g. revoked, suspended, expired, etc., said employee may be deemed uninsurable by the Risk Management Division of the Department of Central Services and any losses incurred under such conditions shall be borne by the employing agency.
2. Drivers will:
 - a. use the vehicle for official state business only;
 - b. wear the seat belt and observe all traffic laws, and;
 - c. not allow an unauthorized person to drive or ride in the vehicle.
3. Drivers are only permitted to fuel vehicles with regular unleaded fuel or the appropriate alternative fuel, i.e. E85, CNG, LPG, etc..
4. The purchase of Unleaded Plus and Premium fuel is not permitted. Agencies will be billed for the cost of all unapproved fuels.
5. A driver must not wait until fuel is at a critically low level before fueling, especially in the winter and summer seasons.
6. Drivers must fuel at Level 3 fuel sites. Level 3 fuel sites can be identified:
 - a. through the Fleet Card vendor via online access: website: <https://w6.icconnectdata.com>, login ID: "stateok", and password: "merchant2;" or,
 - b. through the Fleet Management Division website: http://www.ok.gov/DCS/Fleet_Management/index.html (updated monthly); or,
 - c. by swiping the card prior to fueling. If the driver is NOT PROMPTED for a PIN and odometer entry, the site is not Level 3.
7. Level 3 gas stations do not include Motor Fuel Taxes in the transaction and provide transaction details that are essential. If a driver repeatedly fuels at non-Level 3 gas stations, the Fleet Card will be blocked and reimbursement for any out-of-pocket funds will be the responsibility of the leasing agency (Federal Motor Fuel Taxes are: gasoline at \$0.184 and diesel at \$0.244 per gallon).
8. Drivers are required to inform the clerk or service provider at the time of purchase that all charges are exempt from state sales tax. A copy of the Sales Tax Exemption letter is in the glove box. The Sales Tax Exemption number is printed on the face of the Fleet Card. Any sales tax expenses will be charged back to the agency who may recover the expense from the employee.
9. Drivers are required to enter accurate odometer entries when charging fuel, products and services to the Fleet Card.
10. Drivers must review receipts at the time of purchase for accuracy of odometer entry, fuel type, gallons pumped and description of any other items purchased. If there are any errors, notify the clerk and make corrections before leaving the service station.
11. Drivers are not permitted to use the Fleet Card assigned to a specific vehicle to fuel or service any other vehicles.
12. The maximum amount that can be charged to the Fleet Card for one (1) car wash is \$15.00 and state agencies are limited to one (1) car washes per vehicle in one month. No vehicle details are allowed without prior authorization by the Fleet Management Division. Agencies will be billed for any amount exceeding the \$15.00 per car wash.
13. Drivers are prohibited from operating a vehicle if under the influence of alcohol, any other intoxicating substance other than alcohol or combination thereof (includes any drug or narcotic prescribed by doctor or otherwise), that might affect his/her ability to drive or operate the vehicle. (47 O.S. §11-902).
14. Drivers will not text message or view e-mail or text messages while operating a vehicle (Executive Order 2010-06).
15. Drivers will not smoke in state vehicles. (63 O.S. §1-1523).
16. Drivers are required to service their vehicles in accordance with the Fleet Management Preventative Maintenance Schedule at 5,000 mile intervals. No exceptions. Costs for repair of all damages resulting from an agency not adhering to the scheduled maintenance requirements will be billed to the agency.
17. All maintenance and repairs totaling more than \$100.00 must be approved by Fleet Management prior to the work being performed. This includes oil changes.
18. After-hours and weekend emergency repairs and wrecker service are permitted. However, a copy of the work order or invoice must be provided to Fleet Management on the next business day and must contain the driver's name, agency name and number, vehicle number and odometer reading at time of service.
19. Agencies will be billed for any and all repairs to Fleet Management vehicles occurring as a result of driver negligence or fault. Agencies may choose to recover the expense from the employee.

The undersigned Driver acknowledges that he/she has read and understands the information contained herein and agrees to comply with said requirements and all other rules and laws applicable to a driver operating a vehicle in the State of Oklahoma.

Tom Drake
 Drivers Signature
 105520
 Drivers PeopleSoft Payroll Emp ID#

Tom Drake
 Drivers Printed Name
 6/5/2012
 Date