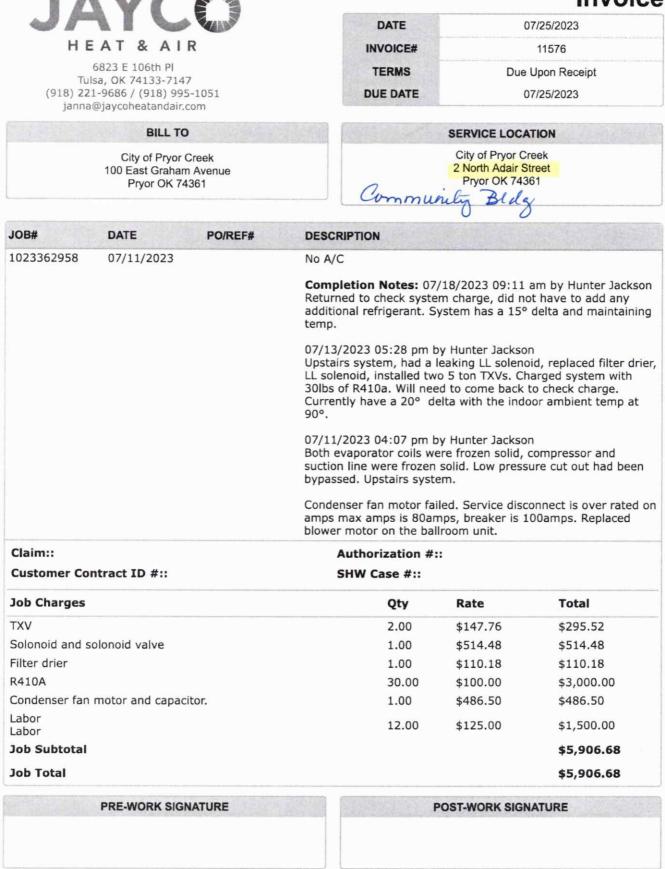


Invoice



Signed By:

Invoice Total:

Signed By:

\$5,906.68

MAINTENANCE AGREEMENT Between the City of Pryor Creek and Mayes County

NOW ON THIS _____ day of ______, 2023, this Maintenance Agreement is made between the City of Pryor Creek, Oklahoma and the County of Mayes, Oklahoma for the benefit of the citizens of both the City of Pryor Creek and the citizens of the County of Mayes.

- 1. Definitions
 - 1.1 Pryor The term "Pryor" for purposes of this agreement shall mean the City of Pryor Creek, Oklahoma.
 - 1.2 County The term "County" for purposes of this Agreement shall mean Mayes County, Oklahoma.
 - 1.3 Roadway the term "Roadway" for purposes of this agreement shall mean the portion of the roadway described as 1,912 feet of Southwest 29th Street (aka W 510 Rd) in Pryor Creek, Oklahoma being measured from South Mills Street.

2. <u>Recitals</u>

- 2.1 The Roadway is within the corporate boundaries of Pryor.
- 2.2 The County is performing work on the county roads that connect to the Roadway.
- 2.3 Citizens of both the County and Pryor utilize the Roadway.
- 2.4 The County is able to cost effectively pave and maintain the Roadway.

3. Agreement

- 3.1 The County shall pave and maintain the Roadway.
- 3.2 Pryor shall pay the County \$1.00 in consideration for the County paving and maintaining the Roadway.
- 4. <u>Renewal & Termination</u>
 - 4.1 This Agreement shall last for fifty (50) years.
 - 4.2 This Maintenance Agreement shall automatically terminate if not renewed by each Party prior to 30 days before it is set to expire.
 - 4.3 This Agreement may be terminated by either Party by providing written notice to the other. If notice of the termination is provided, the Agreement shall terminate one (1) year after the notice if provided.

- 5. <u>Succession</u>. The terms, provisions, covenants, and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Pryor and the County hereto and their respective successors in interest, legal representatives and governing bodies.
- 6. Choice of Governing Law, Venue, Consent to Personal Jurisdiction, and Attorney Fees.
 - 6.1 This Agreement shall be governed by the laws of the State of Oklahoma without regard to conflicts of law principles.
 - 6.2 Venue of any action or proceeding arising out of or relating to this Agreement, including the breach of this Agreement or a declaration seeking an interpretation of this Agreement, shall be in the District Court of Mayes County, State of Oklahoma.
 - 6.3 The Parties agree that the District Court of Mayes County shall have personal jurisdiction over the Parties and subject matter jurisdiction over any such action or proceeding. This is a mandatory forum and venue selection clause.
 - 6.4 The Parties agree that if any legal action is brought by any Party to enforce this Agreement, the prevailing Party in such action shall be entitled to recover all costs and expenses incurred in such action, including reasonable attorney fees.
- 7. <u>Severability</u>. If any provision of this Agreement or any provision hereafter adopted shall, for any reason, be found to be inapplicable, invalid, illegal, or unenforceable, such finding shall not affect the other provisions of this Agreement. Instead, this Agreement shall be construed as if such provision had never been contained in this Agreement, or, in the alternative, the provision shall be modified to the extent possible in order to give full effect of this Agreement without the provision considered inapplicable, invalid, illegal, or otherwise unenforceable.
- 8. <u>Waiver</u>. The failure of any Party to enforce, at any time, any of the provisions, rights, or options of this Agreement shall in no way be considered to be a waiver of such provisions, rights, or options in any way to affect the validity of this Agreement. The exercise by any Party of its rights or options hereunder shall not preclude or prejudice that Party from exercising the same or any other right or option it may have under this Agreement, irrespective of any previous action or proceeding taken by such Party.
- 9. <u>Modifications</u>. This document may not be modified or amended in any way unless it is done in writing and signed by all Parties to this Agreement.
- 10. <u>Access & Use</u>. During the life of this Agreement, both Parties shall have access to the Roadway and in no way should this Agreement be construed to prevent Pryor from utilizing the Roadway as Pryor sees fit.

- 11. <u>Construction</u>. This Agreement was mutually drafted and negotiated between the Parties and should not be interpreted to have been drafted in favor of one of the Parties.
- 12. <u>Multiple Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same Agreement. A facsimile or electronic transmitted signature of a Party to this Agreement shall be binding on such Party to the same extent as an original signature. If this Agreement is signed and delivered via facsimile or electronic transmission, the Parties agree to promptly thereafter exchange original, executed counterparts thereof.
- 13. <u>Effective Date.</u> This Agreement shall become effective as of the latest signature date appearing below.

Agreed:

City of Pryor Creek, Oklahoma

Date

Mayes County, Oklahoma

Date