

## AGREEMENT FOR PROPERTY ACQUISITION

This Agreement for Property Acquisition is made this \_\_\_\_ day of August, 2013 by and between THE CITY OF NORMAN, OKLAHOMA, a municipal corporation ("City"), the MADOLE FAMILY REVOCABLE TRUST - MADOLE, WILEY R & BARBARA SUE - CO TRUSTEES, and CHRISTOPHER ARMSTRONG, and ARMSTRONG, JAMES ROBERT - REVOCABLE LIVING TRUST - TRUSTEE UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG, which are collectively herein referred to as "Parties".

## WITNESSETH:

WHEREAS, the City, by adoption of Resolution No. R-1112-60 on November 22, 2011, selected a roadway improvement project wholly located in the city limits of the City of Norman, Oklahoma and described as follows: (1) Widening and reconstruction of Cedar Lane Road, from 12<sup>th</sup> Avenue SE to 1/2 mile east of 24<sup>th</sup> Avenue SE., (2) New traffic signal at the intersection of Cedar Lane Road and 12<sup>th</sup> Avenue SE; and (3) Modification of the existing traffic signal at the intersection of Cedar Lane Road and Classen Boulevard (collectively "the Cedar Lane Project"); and

WHEREAS, on August 28, 2012, the citizens of Norman, Oklahoma approved a \$42.5 million bond project that includes eight major transportation and storm water projects, and included funding to construct the Cedar Lane Project; and

WHEREAS, the MADOLE FAMILY REVOCABLE TRUST-MADOLE, WILEY R & BARBARA SUE – CO-TRUSTEES, and CHRISTOPHER ARMSTRONG, and ARMSTRONG, JAMES ROBERT-REVOCABLE LIVING TRUST-TRUSTEE UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG, each separately own various tracts that collectively cover an area of approximately 68.61 acres of real property abutting Cedar Lane on the south and abutting 12<sup>th</sup> Avenue SE on the west, the "Development Property"; and

WHEREAS, the Cedar Lane Project necessitated the acquisition of an interest in portions of the Development Property for Public Roadway, Drainage and Utilities Easements, Utility Easements, and Temporary Construction Easements (collectively the "ROW") from the MADOLE FAMILY REVOCABLE TRUST-MADOLE, WILEY R & BARBARA SUE – CO-TRUSTEES, and CHRISTOPHER ARMSTRONG, and ARMSTRONG, JAMES ROBERT-REVOCABLE LIVING TRUST-TRUSTEE UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG (collectively, the "Property Owners"); and

WHEREAS, the acquisition of the ROW for the Cedar Lane Project is necessary for public convenience and use; and

WHEREAS, the City has endeavored to purchase and acquire ROW from the Property Owners and offered to pay the Property Owners the fair, reasonable and just market value of the ROW based on independent review of the values of said ROW; and

WHEREAS, the City, by adoption of Resolution No. R-1213-141, authorized the City Attorney to institute eminent domain proceedings for condemnation of the ROW for a public purpose; and

WHEREAS, the City was unable to acquire the ROW from the Property Owners and filed the following eminent domain cases for condemnation in the Cleveland County District Court: *City of Norman vs. Wiley R. and Barbara Sue Madole (CJ-2013-779)*, *City of Norman vs. James R. Armstrong and Dorothy I. Madole-Armstrong (CJ-2013-778)*, and *City of Norman vs. Christopher Armstrong (CJ-2013-777)*; and

WHEREAS, the Parties to the litigation initiated by the City to acquire the ROW desire to resolve said litigation under the provisions of this settlement agreement that will culminate in the filing of a Dismissal with Prejudice of the cases now pending in the Cleveland County District Court, and

WHEREAS, the Parties acknowledge that there is a contract for the purchase and development of a portion of the Development Property (the "Park 7 Development") and that had the Development Property been subdivided prior to the declaration of the Recoupment Project, then only a small portion of the Park 7 Development would contain ROW to be acquired by the City as part of the Cedar Lane Project; and

WHEREAS, the Parties acknowledge that a Preliminary Plat for the Park 7 Development that was approved by the Planning Commission on June 13, 2013 (the "Park 7 Preliminary Plat"), and scheduled to be considered by City Council on August 13, 2013, proposes to subdivide only a portion of the Development Property; and

WHEREAS, the Parties desire to correct the deficiency in the Park 7 Preliminary Plat so that the Development Property can be properly subdivided in accordance with City Subdivision Ordinances; and

WHEREAS, if the Park 7 Preliminary Plat is approved and then subsequently a final plat is approved and filed of record in the Cleveland County Real Estate records, then the filing of such a final plat will result in the remaining parcels on the Development Property being less than forty acres thereby creating lots not properly subdivided in accordance with City Subdivision Ordinances; and

WHEREAS, the Parties desire to allow the equitable apportionment of Recoupment costs for the Development Property by taking into consideration the proposed Park 7 Preliminary Plat

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt

of which are hereby acknowledged, and as reflected in the attached exhibits, the parties hereby agree as follows:

**I. Transfer of Property.**

**A. Property Owned by The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES**

1. The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES agree to execute separate warranty deeds in favor of the City for the property identified in Exhibits A, C, and H.
2. The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES agree to execute separate Utility Easements in favor of the City for the property identified in Exhibits B, F, G, and J.
3. The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES agree to execute separate Temporary Construction Easements in favor of the City for the property identified in Exhibits D, E and I.

**B. Property Owned by the JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG.**

1. The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG agree to execute separate warranty deeds in favor of the City for the property identified in Exhibits K and M.
2. The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG agree to execute separate Utility Easements in favor of the City for the property identified in Exhibits L and N.

**C. Property Owned by Christopher Armstrong.**

1. Christopher Armstrong agrees to execute a warranty deed in favor of the City for the property identified in Exhibit O.

2. Christopher Armstrong agrees to execute a Utility Easement in favor of the City for the property identified in Exhibit P.
- D. Timing for the Transfer of Property. Signed easements and warranty deeds as described in this section shall be delivered to the City contemporaneously with this Agreement for the City's approval, and contemporaneously with payment by the City of all amounts owed for the Transfer of Property.
- E. The City acknowledges and agrees that the Transfer of Property is in an AS-IS, WHERE-IS, WITH ALL FAULTS condition and the sellers make no warranties express or implied about the condition of the property. In addition, the City agrees that the Transfer of Property is in lieu of condemnation and therefore the Sellers may treat the transaction as necessary for a 1031 or 1033 tax free exchange, with sellers allocating the payments as sellers' so choose as to each property being transferred by each seller.

## **II. Compensation.**

- A. Compensation for The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND BARBARA SUE MADOLE, CO-TRUSTEES
  1. The property described in Exhibit A and Exhibit B will be donated to the City.
  2. The total compensation for the acquisition of property described in Exhibits C through J is \$420,704.38.
- B. Compensation for The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY ARMSTRONG: The total compensation for the acquisition of property described in Exhibits K through N is \$49,063.82.
- C. Compensation for Christopher Armstrong: The total compensation for the acquisition of property described in Exhibits O and P is \$20,212.50.

## **III. Recoupment.**

- A. Applicability of Recoupment Ordinance. The Parties agree that pursuant to Resolution No. R-1213-108 adopted by the City on June 11, 2013 declaring a Recoupment Project for the Recoupment Parcels identified in Exhibit Q and Section 16-603 of the Code of the City of Norman (the "Recoupment Ordinance"), costs paid under this Agreement as

compensation for the acquisition of property must be paid back to the City as particular tracts of the Development Property are subject to the filing of a final plat within the time frames established in the Recoupment Project. Provided however, that this provision, and the requirement to repay the recoupment shall not in any way apply to the actions of Christopher Armstrong in reinstating or applying for a building permit for the new single family dwelling on Christopher Armstrong's parcel prior to final platting.

- B. Pro-Rata Application. The Parties agree to a pro rata application of the Recoupment Ordinance on the terms and conditions described herein, based on the unique circumstance presented by the unique facts of this particular case.
- C. Preliminary Plat Correction. The Property Owners will submit to the City for Council's consideration on August 13, 2013, a substitute Preliminary Plat, in place of the Preliminary Plat for the Park 7 Development approved by the Planning Commission on June 13, 2013, that will contain all Development Property. The Substituted Preliminary Plat shall retain the current designation of use and zoning of such contiguous property.
- D. Pro-Rata Recoupment due with Final Plat of Park 7 Development. The Parties agree that prior to the filing of the final plat for the Park 7 Development, the total amount required to be paid related to ROW acquisition on a pro rata basis attributable to the Park 7 Development is \$82,925.10. The specific amount attributable to each Parcel identified on Exhibit Q is set forth below:
  - 1. Recoupment Parcel 13 (includes ROW identified in Exhibits A & B): The ROW associated with this Parcel is being donated pursuant to this Agreement and will thus not be included in the acquisition costs of the final Recoupment Resolution.
  - 2. Recoupment Parcel 1 (includes ROW identified in Exhibits C through G): The Park 7 Development contains 5.3% of Recoupment Parcel 1. Total compensation for acquisition of ROW contained in Recoupment Parcel 1 is \$334,455.58. Therefore, the amount due prior to the filing of the final plat for the Park 7 Development is: \$17,726.15.
  - 3. Recoupment Parcel 2 (includes ROW identified in Exhibits K through N): The Park 7 Development contains 58.1% of the property associated with Recoupment Parcel 2. Total compensation for the acquisition of ROW contained in Recoupment Parcel 2 is \$49,063.82. Therefore, the amount due

prior to the filing of the final plat for the Park 7 Development is \$28,506.08.

4. Recoupment Parcel 3 (includes ROW identified in Exhibits O and P): The Park 7 Development contains 29.2% of the property associated with Recoupment Parcel 3. Total compensation for the acquisition of ROW contained in Recoupment Parcel 3 is \$20,212.50. Therefore, the amount due prior to the filing of the final plat for the Park 7 Development is \$5,902.05.
  5. Recoupment Parcel 4 (includes ROW identified in Exhibits H through J): The Park 7 Development contains 35.7% of the property associated with Recoupment Parcel 4. Total compensation for the acquisition of ROW contained in Recoupment Parcel 4 is \$86,248.80. Therefore, the amount due prior to the filing of the final plat for the Park 7 Development is \$30,790.82.
- E. Remaining Recoupment Due Prior to Filing Additional Final Plat. The Parties agree that should any portion of the Development Property that is remaining after Park 7 Development is final platted be developed as defined by the Recoupment Ordinance within the time frame set forth in the Recoupment Ordinance, the remainder of the amounts paid by the City pursuant to this agreement for ROW shall be payable in full prior to the filing of said additional final plat. Provided however, that the requirement to repay ROW acquisition cost under the recoupment process shall not in any way apply to the actions of Christopher Armstrong in reinstating or applying for a building permit for the new single family dwelling on Christopher Armstrong's parcel prior to final platting.

#### **IV. Other Items.**

##### **A. Zoning designation of remaining Parcels on Substituted Preliminary Plat**

1. Within a reasonable time after Council consideration of the substituted Preliminary Plat containing the entirety of the Development Property, the Property Owners will submit an application to the City to rezone the remainder of parcels proposed by the Substitute Preliminary Plat (Recoupment Parcels 1, 2, 3, and 4 on Exhibit Q) to a zoning designation that will allow lots of the size shown on the substituted Preliminary Plat. Proper public notice of the proposed rezoning shall be provided as required under the City Zoning Ordinance.
2. Upon the successful re-zoning of the remainder of Recoupment Parcel 3 on Exhibit Q as shown in the substituted Preliminary



Plat, Christopher Armstrong will be allowed to renew Building Permit 05-0000892 with the City, recognizing that the building plans must comply with any changes in the City's adopted building code since the time of the original building permit application in 2005. The City recognizes and agrees that a driveway curb cut onto Cedar Lane from Parcel 3 will be provided with the submittal and approval of a building permit requesting the same after the property is properly zoned. The City agrees that no final plat must be filed or applied for, or completed, in order for Christopher Armstrong to proceed with the permitting and construction and occupancy of a new single family dwelling and curb cut on the applicable property, and that such actions shall not invoke the requirement to repay the recoupment amounts as they affect Christopher Armstrong's property. Once the property is preliminarily platted through the Park 7 actions, and then rezoned subsequently, the City will allow Christopher Armstrong to proceed to single family dwelling permitting and construction and occupancy, without any further final platting or recoupment actions or payments required.

B. Fencing and Cattle Guards: The City will notify the Property Owners at least thirty (30) days prior to any construction that requires the removal of any fence or cattle guards. Following notification by City, Property Owners shall promptly provide City with fencing or cattle guard replacement plan that, in the opinion of the Property Owners, shall minimize interruption of ongoing cattle operations on the property. If City disagrees with the fencing and cattle guard replacement plan, then the Property Owners will be notified promptly to resolve concerns. If the City's concerns regarding the proposed fencing or cattle guard plan cannot be resolved, or if the Property Owners opt to perform the fence or cattle guard replacement, the City will pay the Property Owners for actual costs associated with fence removal and replacement as made necessary by the Project up to \$13,375, provided proper receipts or invoices are provided to the City documenting said costs.

C. Water Meters

1. The Parties agree that if the water meter located on property identified as Recoupment Parcel 1 on Exhibit Q is required to be relocated for construction of the Project, it will be relocated and reconnected and continue to be available for use by Wiley and Barbara Sue Madole, without any additional payment or fees or installation after project completion.

2. The Parties agree that the water meter located on property identified as Recoupment Parcel 4 on Exhibit Q will be relocated by the City to a location in front of the residence on said property and connected and available for use by the Property Owners, without any additional payment or fees or installation by the Property Owners after project completion.
- D. Top Soil: The Property Owners desire to have the opportunity to take possession of any top soil that may be removed from the Property for the Project. The City agrees to allow the Property Owners the first right of refusal as to any top soil that may be removed from the Property for the Project. Upon notification that top soil will become available, the Property Owners must notify the City within forty-eight (48) hours of the desire to take the topsoil, otherwise the City will be free to dispose of the topsoil as it sees fit.
- E. Dismissal of Pending Litigation: The Parties agree that upon approval of this Agreement by the Parties and execution and delivery to the City of the easements and warranty deeds by the Property Owners, the Parties will submit to the District Court in each aforementioned condemnation case a Joint Journal Entry of Dismissal with Prejudice dismissing all claims and counter-claims alleged by the Parties.
- F. Entire Agreement: All matters contained in this Agreement have been negotiated and agreed upon as stated herein. The terms and conditions in this Agreement represent the full and complete understanding between the Parties and shall supersede any other documents or conversations to the contrary.



IN WITNESS WHEREOF, the City, the MADOLE FAMILY REV TRT-MADOLE, WILEY R & BARBARA SUE CO-TRUSTEES, and CHRISTOPHER ARMSTRONG, and ARMSTRONG, JAMES ROBERT-REV LIV TRT-TRTEE UND 1/2 INT, and DOROTHY ARMSTRONG, as Parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the date first above written.

**THE CITY OF NORMAN, OKLAHOMA**

By: \_\_\_\_\_  
Name: Cindy Rosenthal  
Title: Mayor

Reviewed and approved by:

By: \_\_\_\_\_  
Name: Brenda Hall  
Title: City Clerk  
(SEAL)

\_\_\_\_\_  
City Attorney                      Date

[Remainder of Page Left Blank Intentionally]

The MADOLE FAMILY REVOCABLE TRUST, WILEY R. MADOLE AND  
BARBARA SUE MADOLE, CO-TRUSTEES

\_\_\_\_\_  
Wiley Madole – Co-Trustee

\_\_\_\_\_  
Barbara Sue Madole – Co-Trustee

The JAMES ROBERT ARMSTRONG REVOCABLE LIVING TRUST, JAMES  
ARMSTRONG TRUSTEE, UNDIVIDED 1/2 INTEREST, and DOROTHY

\_\_\_\_\_  
James Robert Armstrong Trustee

\_\_\_\_\_  
Dorothy I. Armstrong

**CHRISTOPHER ARMSTRONG**

\_\_\_\_\_  
Christopher Armstrong

Reviewed and approved by:

\_\_\_\_\_  
Sean Rieger, Attorney for Property Owners

\_\_\_\_\_  
Date

Exhibit A

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'03" East along the West line of said SW 1/4 a distance of 100.71 feet, THENCE South 89°46'57" East a distance of 50.00 feet, THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 99.96 feet, THENCE South 89°21'13" West a distance of 50.00 feet to the POINT OF BEGINNING. Containing 1701.50 sq. ft. or 0.04 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit B

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet; THENCE North 89°21'13" East a distance of 50.00 feet to the POINT OF BEGINNING; THENCE North 00°13'03" East and parallel with the West line of said SW 1/4 a distance of 99.96 feet; THENCE South 01°44'55" East a distance of 99.97 feet; THENCE South 89°21'13" West a distance of 3.43 feet to the POINT OF BEGINNING. Containing 168.26 sq. ft. or 0.004 acres, more or less.

Exhibit C

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

BEGINNING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 657.47 feet; THENCE North 89°21'13" East a distance of 50.00 feet; THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 552.47 feet; THENCE South 45°12'41" East a distance of 63.17 feet; THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 176.91 feet; THENCE South 79°19'38" East a distance of 50.99 feet; THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 341.00 feet; THENCE South 00°13'36" West a distance of 50.00 feet to a point on the South line of said SW 1/4; THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 663.06 to the POINT OF BEGINNING.

Containing 24520.50 sq. ft. or 0.56 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit D

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 105.76 feet, THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 14.04 feet, THENCE South 45°12'41" East a distance of 82.87 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 14.04 feet, THENCE North 45°12'41" West a distance of 63.17 feet to the POINT OF BEGINNING. Containing 730.21 sq. ft. or 0.02 acres, more or less.



Exhibit E

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 341.03 feet, THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°46'57" East a distance of 10.00 feet, THENCE South 00°13'03" West parallel with the West line of said SW 1/4, a distance of 50.00 feet, THENCE North 89°46'57" West a distance of 10.00 feet to the POINT OF BEGINNING. Containing 499.34 sq. ft. or 0.01 acres, more or less.

Exhibit F

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 341.00 feet, THENCE North 79°19'38" West a distance of 50.99 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 391.15 feet, THENCE South 00°13'36" West a distance of 10.00 feet to the POINT OF BEGINNING. Containing 3660.78 sq. ft. or 0.08 acres, more or less.

Exhibit G

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4; THENCE North 00°13'03" East along the West line of said SW 1/4, a distance of 119.79 feet; THENCE South 89°46'57" East a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE North 00°13'03" East parallel with the West line of said SW 1/4, a distance of 538.43 feet; THENCE North 89°21'13" East a distance of 3.43 feet; THENCE South 01°44'55" East a distance of 561.16 feet; THENCE North 45°12'41" West a distance of 31.84 feet to the POINT OF BEGINNING. Containing 7,050.36 sq. ft. or 0.16 acres, more or less.

Exhibit H

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW 1/4, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 44.28 feet to the POINT OF BEGINNING, said point being on the West Right-of-Way line of the AT&SF Railroad, THENCE continuing South 89°21'46" West along the South line of said SW 1/4 a distance of 1100.04 feet, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 1073.67 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 56.19 feet to the POINT OF BEGINNING. Containing 18327.76 sq. ft. or 0.42 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit I

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW 1/4, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 44.28 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE North 27°45'53" West along the West Right-of-Way line of the AT&SF Railroad, a distance of 56.19 feet to the POINT OF BEGINNING, THENCE South 89°21'46" West parallel with the South line of said SW 1/4 a distance of 185.02 feet, THENCE North 00°38'14" West a distance of 15.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 101.38 feet, THENCE North 00°38'14" West a distance of 115.07 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 17.01 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 39.45 feet, THENCE South 00°38'14" East a distance of 74.95 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 38.40 feet to a point on the West Right-of-Way line of the AT&SF Railroad, THENCE South 27°45'53" East along the West Right-of-Way line of the AT&SF Railroad, a distance of 22.47 feet to the POINT OF BEGINNING.

Containing 6627.32 sq. ft. or 0.15 acres, more or less.

Exhibit J

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southeast corner of said SW 1/4, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 1144.32 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4 a distance of 888.50 feet, THENCE South 00°38'14" East a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4 a distance of 888.65 feet to the POINT OF BEGINNING.

Containing 8885.70 sq. ft. or 0.20 acres, more or less.



Exhibit K

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW 1/4, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 356.85 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 356.85 feet to the POINT OF BEGINNING.

Containing 6066.45 sq. ft. or 0.14 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit L

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 663.06 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 356.85 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 356.85 feet to the POINT OF BEGINNING.

Containing 3568.50 sq. ft. or .08 acres, more or less.

Exhibit M

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1269.91 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 4250.00 sq. ft. or 0.10 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit N

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1269.91 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 2500.00 sq. ft. or 0.06 acres, more or less.

Exhibit O

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1019.91 feet to the POINT OF BEGINNING, THENCE North 00°13'36" East a distance of 50.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West to a point on the South line of said SW 1/4, a distance of 50.00 feet, THENCE South 89°21'46" West along the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 4250.00 sq. ft. or 0.10 acres, more or less, of new Roadway Easement, the remaining area included in the above description being right-of-way occupied by the present roadway.

Exhibit P

A strip, piece, or parcel of land lying in the Southwest Quarter (SW 1/4) of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being more particularly described as follows:

COMMENCING at the Southwest corner of said SW ¼, THENCE North 89°21'46" East along the South line of said SW 1/4, a distance of 1019.91 feet, THENCE North 00°13'36" East a distance of 50.00 feet to the POINT OF BEGINNING, THENCE continuing North 00°13'36" East a distance of 10.00 feet, THENCE North 89°21'46" East parallel with the South line of said SW 1/4, a distance of 250.00 feet, THENCE South 00°13'36" West a distance of 10.00 feet, THENCE South 89°21'46" West parallel with the South line of said SW 1/4, a distance of 250.00 feet to the POINT OF BEGINNING.

Containing 2500.00 sq. ft. or 0.06 acres, more or less.



EXHIBIT Q

CEDAR LANE ROAD WIDENING PROJECT  
RECOUPMENT PARCELS