

THE MICHAEL JOYCE LAW FIRM, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY

Post Office Box 52248
Tulsa, Oklahoma 74152-0248
Telephone: (918) 742-7411
mjoyce@joycelawok.com

November 1, 2017

VIA HAND DELIVERY

Brenda Hall
City Clerk
City of Norman, Oklahoma
201-A West Gray Street
Norman, Oklahoma 73069

Re: Petition/Request to Close Platted/Public Easement; Lots One (1), Two (2) and Three (3), South Lake Addition Section 11, an Addition to the City of Norman, Cleveland County, Oklahoma

Dear Ms. Hall:

Please be advised that my firm represents Veritas Development, LLC (“Veritas”) and Aldi (Texas), L.L.C. (“Aldi”). Veritas has contracted to purchase Lot One (1) of South Lake Addition Section 11 (the “Republic Bank Property”) from Republic Bank, and Aldi has separately contracted to purchase Lots Two (2) and Three (3) of South Lake Addition Section 11 (the “South Lake Property”) from South Lake Group, LLC. In connection with each such transaction, Veritas and Aldi, with the written consent and authorization of the respective sellers, desire to vacate three (3) certain fifteen foot (15’) wide platted easements that extend into the above-described properties and in which City of Norman water lines and fire hydrants currently exist.

Republic Bank and South Lake Group, LLC, as the current owners of the subject properties, have each granted their respective consent and approval for Veritas and Aldi to proceed with the petition to vacate the subject easements on the Republic Bank Property and the South Lake Property. The Republic Bank consent and authorization is evidenced by copies of the First Amendment to Purchase and Sale Agreement and Second Amendment to Purchase and Sale Agreement attached hereto and made a part of this petition/request to close easements. The South Lake Group, LLC consent and authorization is evidence by that certain letter (Notice) dated October 24, 2017 attached hereto and made a part of this petition/request to close easements. Republic Bank and South Lake Group, LLC constitute 100% of the owners of the total frontage and properties impacted by the requested closure of the subject easements.

Enclosed herewith are the legal descriptions of the three (3) easements to be closed. Three (3) copies of various site plans, radius maps and depictions of the easements to be closed are also enclosed, this in addition to three (3) copies of the Radius Map prepared by Rick Hoffstatter with the City of Norman.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 11/2/17

Letter to Brenda Hall
City of Norman
November 1, 2017
Page Two

Both Veritas and Aldi understand that the existing fire hydrants located along Classen Boulevard can be relocated to the existing platted perimeter utility easements along Classen Boulevard. Each is more than willing to cooperate to satisfy the reasonable concerns of the City of Norman and the public utility companies in order to make this happen. As for the fire hydrant in the easement along Ann Branden Boulevard, Veritas, as the pending purchaser of Lot One (1), will grant a new easement to accommodate the hydrant relocation. The legal description of the proposed new easement and the site plan depicting the same are also enclosed herewith. I've ordered an Ownership Report from American Eagle Title Group for the owners of record within the 300' radius map prepared by Mr. Hofstatter. I will forward that to your attention upon receipt.

Finally, enclosed is my firm's check in the amount of \$400.00 to cover the required filing fee. If you should require anything further, please let me know at your earliest convenience. On behalf of Veritas and Aldi, I'm happy to assist in any way that will facilitate the closure by ordinance in order that we may then proceed with the District Court action to foreclose the right to reopen the same.

Thank you for your assistance with this matter. Again, let me know if you have questions or comments.

Sincerely,

The Michael Joyce Law Firm, PLLC



Michael A. Joyce

cc: Mr. Ryan McNeill (Veritas)
Ms. Heather Rimmer (Aldi)
Mr. Nate Miller

Enclosures

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made effective on the later of the dates hereafter stated by REPUBLIC BANK & TRUST COMPANY, an Oklahoma banking corporation (the "Seller") and VERITAS DEVELOPMENT, LLC, an Oklahoma limited liability company (the "Purchaser"). All capitalized terms used in this Amendment, unless otherwise defined herein, will have the meanings defined in the Purchase and Agreement (the "Agreement") having an Effective Date of March 28, 2017, between the Seller and the Buyer providing for the sale by the Seller to the Buyer of the Property at the Purchase Price and on the terms set forth in the Agreement.

R E C I T A L S:

- A. The Seller and the Buyer have heretofore executed the Agreement.
- B. The Seller and the Buyer desire to modify the Agreement by means of this Amendment.

A G R E E M E N T S:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

1. Feasibility Period. After the date of this Amendment, the first sentence of Section 3 of the Agreement is hereby amended to read as follows:

"The Seller hereby grants to the Purchaser a period (the "Feasibility Period") commencing on the Effective Date and terminating at 5:00 pm local time on the date which is one hundred eighty (180) calendar days thereafter (the "Feasibility Period Termination Date") to physically inspect the Land."

All references to the Feasibility Period and the Feasibility Period Termination Date contained in the Agreement are hereby so amended.

2. Purchaser's Title Objections. During the Feasibility Period, the Seller hereby approves the following actions (the "Curative Actions") to be taken by the Purchaser to remove the Purchaser's Title Objections:

2.1 Mobil Release. The Purchaser is authorized to obtain a partial release or effect a partial vacation of the Right of Way dated December 1, 1969 recorded in Book 501 at Page 430 of the real property records of Cleveland County, Oklahoma insofar as such

Right of Way affects the Land so that the Title Company will remove Exception 15 set forth at Schedule B – Part II of the Title Commitment dated March 17, 2017.

2.2 Utility Easements. The Purchaser is authorized to commence actions to partially vacate the Plat of the Land recorded in Book 21 of Plats at Page 164 of the records of Cleveland County with respect to the two 15' utility easements running from Ann Branden Boulevard into the Land, to remove the 6" water line and the fire hydrant located thereon as shown by the Survey and to foreclose all rights to reopen such utility easements so that the Title Company will remove Exception 11 set forth at Schedule B – Part II of the Title Commitment dated March 17, 2017.

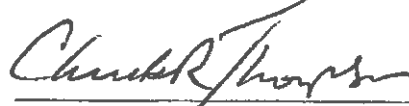
3. Curative Actions Costs. The Purchaser agrees to provide copies of all pleadings, applications, orders, amendments, releases and other documents and a description of all other actions to be taken by the Purchaser in connection with the Curative Actions and all such documents and actions will be subject to the review and approval by the Seller prior to the Purchaser proceeding with each Curative Action. The Purchaser agrees to pay all costs incurred in performing the Curative Actions.

4. Indemnity. The Purchaser agrees to indemnify and hold the Seller harmless from all losses, costs, expenses, claims, liabilities, suits and actions arising directly or indirectly as the result of any claim (a "Claim") by any person arising directly or indirectly from the Curative Actions. It is the intention of the Purchaser that the liability of the Purchaser to the Seller will be identical to the liability of the Purchaser to any person asserting any Claim and the Purchaser Party will be required to respond to any Claim as fully as if the Purchaser was substituted for the Seller as the person against whom the Claim is being asserted. The Seller agrees that the Seller will tender defense or prosecution of any Claim to the Purchaser by written notice. If the Purchaser fails to commence action satisfactory to the Seller to defend or prosecute a Claim within ten (10) days after receipt of such notice from the Seller, the Seller will thereafter be entitled to employ counsel as the Seller sees fit and take such action as the Seller, in the Seller's reasonable discretion, deems appropriate under the circumstances without affecting the obligations of the Purchaser hereunder and the Purchaser agrees to pay on demand all court costs, reasonable attorney's fees and other expenses incurred by the Seller in defense or prosecution of a Claim.

5. Effect of Modifications. Except as specifically modified by this Amendment, the Agreement remains in full force and effect and the rights and obligations of the Seller and the Purchaser thereunder are intended to continue in effect, uninterrupted and unabated.

IN WITNESS WHEREOF, this Amendment is executed in multiple originals by the Seller and the Purchaser on the dates hereafter stated.

REPUBLIC BANK & TRUST COMPANY, an
Oklahoma banking corporation

By: 
Chuck R. Thompson, President and Chief
Executive Officer

Date Executed: July 7th, 2017

“SELLER”

VERITAS DEVELOPMENT, LLC, an Oklahoma
limited liability company

By: 
Ryan McNeill, Manager

Date Executed: July 5, 2017

“PURCHASER”

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Second Amendment") is made effective on Monday, September 25, 2017, by REPUBLIC BANK & TRUST COMPANY, an Oklahoma banking corporation (the "Seller"), and VERITAS DEVELOPMENT, LLC, an Oklahoma limited liability company (the "Purchaser"). All capitalized terms used in this Second Amendment, unless otherwise defined herein, will have the meaning defined in the Purchase and Agreement (the "Agreement") having an Effective Date of March 28, 2017, between the Seller and the Purchaser providing for the sale by the Seller to the Purchaser of the Property at the Purchase Price and on the terms set forth in the Agreement, as amended by that certain First Amendment to Purchase and Sale Agreement which was fully executed Friday, July 7, 2017 (the "First Amendment").

RECITALS

- A. The Seller and the Purchaser have heretofore executed the Agreement.
- B. The Seller and the Purchaser modified the Agreement by means of the First Amendment.
- C. The Seller and the Purchaser hereby desire to further modify the Agreement as previously modified by the First Amendment.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser agree as follows:

1. Feasibility Period. After the date of this Second Amendment, the first sentence of Section 3 of the Agreement (as previously amended pursuant to the First Amendment) is hereby deleted and replaced with the following:

"The Seller hereby grants to the Purchaser a period (the "Feasibility Period") commencing on the Effective Date and terminating at 5:00 pm local time on Wednesday, February 11, 2018 (the "Feasibility Period Termination Date") to physically inspect the Land."

All references to the Feasibility Period and the Feasibility Period Termination Date contained in the Agreement are hereby so amended.

2. Purchaser's Title Objections. During the Feasibility Period, the Seller hereby approves the undertaking and completion of the "Cumulative Actions" to be taken by the Purchaser to remove the Purchaser's Title Objections and which were more particularly described in the First Amendment, and per the terms provided in the First Amendment.

4. Earnest Money Non-Refundable. As additional consideration for the extension of the Escrow/Title Period as herein provided, the Purchaser agrees and acknowledges that the Earnest Money Deposit in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) on deposit with the Title Company shall become non-refundable; provided however that at Closing, the Earnest Money Deposit shall nonetheless be applied to the Purchase Price as provided in the Agreement. In the event the Closing does not occur for any reason other than material breach by or default of the Seller, the Earnest Money Deposit shall be released by the Title Company and paid to the Seller upon either the termination or expiration of the Agreement.


5. Seller's Attorney's Fees. Buyer agrees to reimburse Seller for all of Seller's attorney's fees and costs in excess of the first Ten Thousand Dollars (\$10,000.00) paid by Seller, and up to an additional Fifteen Thousand Dollars (\$15,000) at Closing. Seller's total attorney's fees will not exceed Twenty Five Thousand Dollars (\$25,000). Accordingly, Section 9 of the Agreement will be deleted in its entirety and replaced with the following:

9. Closing Costs. At or prior to the Closing, the Seller will pay the Seller's attorney's fees up to Ten Thousand Dollars (\$10,000). At or prior to Closing, the Purchaser will pay: (i) all the Purchaser's attorney's fees and the Seller's attorney's fees in excess of Ten Thousand Dollars (\$10,000) up to (but not exceeding) an additional amount of Fifteen Thousand Dollars (\$15,000); (ii) all costs of inspecting the Land; (iii) all cost of obtaining the Survey; (iv) all cost of obtaining the Phase I Report; (v) all of the Title Company charges for abstracting, issuing the Title Commitment and other information and the premium for issuing the Owner's Title Policy and all endorsements to the Owner's Title Policy; (vi) all of the Documentary Stamp Tax; (vii) all of the recording costs; (viii) all of the closing fees charged by the Title Company; and (ix) all of the Oklahoma sales tax, if any. No closing costs will be allocated to the Seller."

6. Effect of Modifications. Except as specifically modified by this Second Amendment, the Agreement, as previously modified by the First Amendment, remains in full force and effect and the rights and obligations of the Seller and the Purchaser thereunder are intended to continue in effect, uninterrupted and unabated.

IN WITNESS WHEREOF, this Second Amendment is executed by the Seller and the Purchaser on the dates hereafter stated:

REPUBLIC BANK & TRUST COMPANY, an
Oklahoma banking corporation

By 
Chuck R. Thompson, President and Chief
Executive Officer

Date Executed: September 25, 2017

SELLER

VERITAS DEVELOPMENT LLC, an Oklahoma
limited liability company

By: 
Ryan McNeill, Manager

Date Executed: September 25th 2017

'PURCHASER'

South Lake Group, LLC c/o Steve Williams 3550 W. Robinson, # 200 Norman, OK 73072
Cell:(405)740-4949 Office:(405)290-1319 Fax:1-866-866-0203 E-mail: sw@dillardgroup.com

Date: October 24, 2017

NOTICE

Attention:

Michael Joyce
The Michael Joyce Law Firm, PLLC
P.O. Box 52248
Tulsa, Oklahoma 74152-0248
(918) 742-7411 – Office
mjoyce@joycelawok.com

Re:

Lots Two (2) and Three (3) in Block One (1) of SOUTH LAKE ADDITION SECTION 11, an Addition to the City of Norman, Cleveland County, Oklahoma, according to the Final Plat recorded in Plat Book 21 at Page 164.

Said property is under contract to purchase with Aldi (Texas) L.L.C., a Texas limited liability company as the Buyer and South Lake Group, LLC, an Oklahoma limited liability company as the Seller.

This NOTICE is to confirm that I have the authority to sign as the Managing Member of South Lake Group, LLC.

I hereby agree to authorize and give permission to Aldi (Texas) L.L.C. and The Michael Joyce Law Firm, PLLC to file all necessary documents and applications on behalf of South Lake Group, LLC through Aldi (Texas) L.L.C. to vacate the current fire hydrant easement on the above- mentioned property.

South Lake Group, LLC

By: 

Steven Allen Williams, Trustee of
Steven Allen Williams Revocable
Living Trust dated 12/03/93,
Co-Managing Member

EXHIBIT "A"

EASEMENT #1:

A strip of land lying in Lot 1, of Block 1 SOUTH LAKE ADDITION SECTION 11, to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 21 of Plats, Page 164, and lying in the Southwest Quarter of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma being 15 feet in width and more particularly described as follows:

COMMENCING at most westerly northwest corner of said Lot 1;

THENCE along the northerly line of said Lot 1 the following three (3) courses:

1. North 17°24'49" East a distance of 35.36 feet
2. North 62°24'49" East a distance of 139.15 feet to the POINT OF BEGINNING;
3. Continuing North 62°24'49" East a distance of 15.00 feet;

THENCE South 27°35'11" East a distance of 66.72 feet;

THENCE South 62°24'49" West a distance of 15.00 feet;

THENCE North 27°35'11" West a distance of 66.72 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 1,001 square feet or 0.230 acres, more or less.

AND

EASEMENT #2:

A strip of land lying in Lot 1, of Block 1 SOUTH LAKE ADDITION SECTION 11, to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 21 of Plats, Page 164, and lying in the Southwest Quarter of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma being 15 feet in width and more particularly described as follows:

COMMENCING at most westerly northwest corner of Lot 1;

THENCE along the westerly line of said Lot 1 the following two (2) courses:

1. South 27°35'11" East a distance of 227.00 feet;
2. South 16°16'35" East a distance of 22.60 feet to the POINT OF BEGINNING;

THENCE North 62°21'18" East a distance of 139.81 feet;

THENCE South 27°38'42" East a distance of 15.00 feet;

THENCE South 62°21'18" West a distance of 142.83 feet;

THENCE North 16°16'35" West a distance of 15.30 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 2,120 square feet or 0.0487 acres, more or less.

AND

EASEMENT #3:

A strip of land lying in Lot 2, of Block 1 SOUTH LAKE ADDITION SECTION 11, to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 21 of Plats, Page 164, and lying in the Southwest Quarter of Section 9, Township 8 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma being 15 feet in width and more particularly described as follows:

COMMENCING at most westerly northwest corner of Lot 1;

THENCE along the westerly line of said Lot 1 the following three (3) courses:

1. South 27°35'11" East a distance of 227.00 feet;
2. South 16°16'35" East a distance of 181.10 feet;
3. South 27°35'11" East a distance of 1.61 feet to the most westerly northwest corner of Lot 2;

THENCE continuing South 27°35'11" East along the westerly line of said Lot 2, a distance of 63.96 feet to the POINT OF BEGINNING;

THENCE North 62°21'18" East a distance of 128.83 feet;

THENCE South 27°38'42" East a distance of 15.00 feet;

THENCE South 62°21'18" West a distance of 128.85 feet;

THENCE North 27°35'11" West a distance of 15.00 feet to the POINT OF BEGINNING.

Said described tract of land contains 1,933 square feet or 0.0444 acres, more or less.

The platted bearing of South 27°35'11" East along the westerly line of Lot 1 in Block 1 of SOUTH LAKE ADDITION SECTION 11 recorded in Book 21 of Plats, Page 164 was used as the basis of bearings for this legal description.

Prepared by:

Christopher L. Tripp, PLS 1685

Dodson-Thompson-Mansfield, PLLC

20 NE 38th Street - Oklahoma City, OK 73105

October 26, 2017