

**REAL ESTATE  
PURCHASE AND SALE AGREEMENT**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between Patrick Donnelly, Trustee of the Vernon James Drabek Revocable Living Trust, dated February 1, 1996, a resident of the State of Oklahoma, ("Seller"), and the City of Norman, ("Buyer").

For good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Purchase and Sale; Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, that certain real property situated in Cleveland County, State of Oklahoma as more particularly described on Exhibit "A" (the "Subject Property") attached hereto and incorporated herein, together with all improvements situated thereon and appurtenances thereunto belonging, and all of Seller's right, title and interest in and to any adjacent streets, highways, alleys, rights-of-way and easements, and all rights, privileges, licenses, hereditaments and appurtenances to such land (the "Property").

2. Purchase Price. Buyer shall pay Seller the sum of Eighty-one Thousand Nine Hundred Thirty-six Dollars & no/100 (\$81,936.00) (the "Purchase Price") subject to any prorations and credits herein provided. Buyer shall pay the Purchase Price as follows:

(a) The sum of **Five Thousand Dollars** (\$5,000.00) (together, with any interest earned thereon, collectively, the "Earnest Money"), upon execution of this Agreement, payable to Cleveland County Abstract Company (the "Title Company"). The Earnest Money shall be held by Title Company and shall be applied against the total Purchase Price at Closing (as defined below) or otherwise disbursed in accordance with the terms and conditions of this Agreement. In the event Buyer fails to deposit the Earnest Money with Title Company in accordance with this Agreement, Seller may terminate this Agreement upon written notice to Buyer. Any interest earned on the principal portion of the Earnest Money shall be deemed to be a part of the Earnest Money and shall be paid together with the principal portion of the Earnest Money.

(b) Buyer shall pay the balance of the Purchase Price to Seller on the Closing Date (as defined below) in immediately available funds, or such lesser amount as may be required after the credits, adjustments, and proration set forth in the statement of receipts, disbursements and prorations (the "Closing Statement") prepared by the Title Company and accepted by the parties.

3. Closing. Closing (the "Closing") hereunder shall occur thirty (30) days following the end of the Due Diligence Period (as defined in Section 5) (or such earlier date as is mutually agreed upon by the parties) (the "Closing Date"). Buyer shall have the right to extend the Closing Date for up to 1 additional 30 day periods (each, an "Extension Period") by providing Seller written

notice of the same no later than 5 days prior to the then-scheduled Closing Date and contemporaneously with such extension depositing the sum of Five Thousand Dollars (\$5,000) (an "Extension Deposit") with the Title Company. The Extension Deposit shall become a part of the Earnest Money and shall be non-refundable, except as expressly set forth herein. The Extension Deposits will be applied to the Purchase Price at Closing.

4. Title and Survey. Buyer may obtain with Seller's reasonable cooperation, and at Buyer's sole cost and expense, a commitment for the issuance by Title Company of an ALTA Owner's Title Insurance Policy (the "Commitment") and an ALTA survey of the Property (the "Survey"). If Buyer objects to any matters disclosed in the Commitment or the Survey, Buyer shall provide Seller written notice of such objections ("Title Objection Notice") no later than 30 days prior to the expiration of the Due Diligence Period. Seller may, but shall not be obligated to, cure any such objections and shall provide written notice to Buyer of Seller's intent to cure or not cure such objections on or before the date that is 10 days following receipt of the Title Objection Notice. If Seller notifies Buyer that it will not cure an objection and Buyer does not terminate this Agreement prior to expiration of the Due Diligence Period or within five (5) days of Buyer's receipt of Seller's refusal to cure, whichever occurs later, then any such objection shall be deemed waived by Buyer and the applicable matter shall be deemed to be a "Permitted Exception" together with any other matters shown on the Commitment or Survey and not timely objected to by Buyer as set forth above. If Seller elects to cure any objection specified in the Title Objection Notice and Seller is unable to complete the cure of such objection prior to the Closing Date, Buyer shall have the option either to (i) waive the uncured objection and proceed to Closing, (ii) agree with Seller to extend the Closing Date at no additional cost to Buyer, or (iii) to terminate this Agreement and receive a refund of the Earnest Money, in which event both parties shall be relieved of any further obligations and liabilities hereunder.

5. Inspection of Property. From the Effective Date and for a period of Forty-five (45) days thereafter (the "Due Diligence Period"), Buyer may, at Buyer's sole cost and expense, inspect the Property, including without limitation (i) review economic data relating to the Property, (ii) conduct appraisals and market analysis, (iii) perform inspections of the physical and environmental condition of the Property, (iv) determine if the Property complies with applicable legal requirements; (v) review matters relating to title and survey as set forth in Section 4; and (vi) conduct such other underwriting and analysis as Buyer, in its sole discretion, may deem necessary or appropriate. If prior to the expiration of the Due Diligence Period, Buyer determines, in Buyer's sole and absolute discretion, that the Property is for any reason unsuitable for Buyer's purpose, Buyer shall have the right to terminate this Agreement by giving Seller written notice of such termination before the expiration of the Due Diligence Period, in which event the Earnest Money shall be refunded to Buyer. If Buyer does not terminate this Agreement pursuant to the preceding sentence, then (i) Buyer's right of termination under this Section 5 shall automatically lapse and be of no further force and effect, (ii) Buyer shall be deemed to have accepted the condition of the Property, and (iii) the Earnest Money shall become non-refundable for any reason except as otherwise expressly provided herein. Seller may require as much as 2 days' advance notice before Buyer or any of its representatives enters the Property to conduct any inspections. Buyer will defend, indemnify, and hold harmless Seller from and against any and all damages, losses, claims, liabilities, and any other expenses or obligations (including, but not limited to, reasonable attorneys' fees) resulting from, related to or arising out of Buyer or Buyer's representatives' access

to the Property, any Property inspection or other due diligence conducted by or on behalf of the Buyer. Buyer's obligations set forth in this Section 5 shall survive any termination of this Agreement.

6. Closing Deliveries.

(a) Seller's Closing Deliveries. Seller shall deliver or cause to be delivered to Buyer the following at Closing:

- (i) A Special Warranty Deed in the form attached hereto as Exhibit "B" (the "Deed"), subject to the Permitted Exceptions;
- (ii) Possession of the Property, subject to the Permitted Exceptions;
- (iii) An assignment of all contracts, permits, licenses and similar items affecting the Property, if any; and
- (iv) Such other documents and instruments as may reasonably be required by Buyer or the Title Company in order to consummate the transactions contemplated by this Agreement.

(b) Buyer's Closing Deliveries. Buyer shall deliver or cause to be delivered to Seller the following at Closing:

- (i) The Purchase Price;
- (ii) Evidence reasonably satisfactory to Seller and the Title Company respecting the due organization of Buyer and the due authorization and execution by Buyer of this Agreement and the documents required to be delivered hereunder; and
- (iii) Such other documents and instruments, including any documents necessarily created to demonstrate title, as may reasonably be required by Seller or the Title Company in order to consummate the transactions contemplated by this Agreement.

7. Closing Costs; Property Taxes; Prorations and Adjustments.

(a) Seller shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

- (i) All transfer taxes and documentary stamp charges;
- (ii) One-half (1/2) of the escrow fees of the Title Company; and

(iii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(b) Buyer shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

(i) The costs of the Title Commitment and Survey, and any title insurance policy issued at Closing;

(ii) The costs of any environmental or other inspections of the Property conducted by Buyer;

(iii) Recording fees for the recording of the Deed;

(iv) One-half (1/2) of the escrow fees of the Title Company; and

(v) Any and all costs incurred by Buyer in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Property taxes for the year of Closing shall be prorated between Seller and Buyer as of midnight on the day before the Closing Date and assumed and paid after Closing by Buyer, if applicable. If the amount of ad valorem taxes for the current year of Closing is not yet known, then Seller and Buyer shall base the proration of ad valorem taxes upon the rate of levy for the previous tax year. In that event, Seller and Buyer shall make any necessary adjustments to such proration at the time ad valorem taxes for the year of Closing are determined.

8. Brokerage Fees. Each party represents and warrants to the other party that it has not dealt with or negotiated with, or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder in connection with this Agreement or the transactions contemplated hereby. Each party hereby agrees to indemnify, defend, and hold the other party harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonably attorneys' fees, court costs and disbursements) arising from any claim for commission, fees, or other compensation or reimbursement for expenses made by any broker engaged by or claiming to have dealt with the indemnifying party in connection with this Agreement or the transactions contemplated hereby.

9. Seller's Covenants. Seller covenants that, from the Effective Date until Closing, Seller shall:

(a) Maintain the Property in the ordinary course of business and deliver the Property to Buyer at Closing in substantially the same condition it was in as of the Effective Date, ordinary wear and tear excepted; and

(b) Comply with all laws applicable to the Property, use, or occupancy thereof.

10. Representations and Warranties.

(a) Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(i) Seller has full power and authority to enter into and perform this Agreement in accordance with its terms;

(ii) Seller has not violated any contract, agreement, or other instrument to which Seller is a party nor any judicial order, judgment, or decree to which Seller is bound: (a) entering into this Agreement; (b) executing any of the documents Seller is obligated to execute and deliver on the Closing Date; or (c) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement;

(iii) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder;

(iv) Seller has not received written notice of any condemnation or eminent domain proceedings pending or threatened against the Property or any part thereof.

(b) Buyer's representations and Warranties. Buyer represents and warrants to Seller as follows:

(i) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms. All requisite action has been taken by Buyer in connection with this Agreement or shall have been taken on or prior to the Closing Date. Buyer's execution, delivery, and performance of this Agreement have been duly authorized, and all required consents or approvals have been obtained. The individual executing this Agreement on behalf of Buyer has the power and authority to bind Buyer to the terms and conditions of this Agreement;

(ii) Buyer has not violated any contract, agreement, or other instrument to which Buyer is a party nor any judicial order, judgment, or decree to which Buyer is bound: (x) entering into this Agreement; (y) executing any of the documents Buyer is obligated to execute and deliver on the Closing Date; or (z) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement;

(iii) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Buyer's power or authority to enter into or perform this Agreement; and

(iv) There are no judgments, orders, or decrees of any kind against Buyer unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Buyer's knowledge, threatened against Buyer, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Buyer or the ability of Buyer to consummate the transactions contemplated by this Agreement.

11. Conditions to Closing.

(a) Conditions Precedent to Seller's Obligation. The obligation of Seller under this Agreement to sell the Property to Buyer at Closing is subject to the satisfaction at the time specified of each of the following conditions (any or all of which may be waived in whole or in part by Seller in writing at or prior to Closing):

(i) All of Buyer's representations set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the date of Closing as though made on and as of the Closing Date;

(ii) Buyer shall have performed and complied with all of the terms and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date; and

(iii) There shall not exist any pending or threatened investigation, litigation, proceeding or arbitration before any court or any federal, state or other governmental commission, board or agency that is commenced or initiated by a governmental entity that is against or affecting any of the Property or against any party to this Agreement seeking to restrain, prohibit or obtain damages or other relief in connection with the consummation of the transactions contemplated by this Agreement.

(b) Conditions Precedent to Buyer's Obligation. The obligation of Buyer under this Agreement to purchase the Property from Seller at Closing is subject to the satisfaction at the time specified of each of the following conditions (any or all of which may be waived in whole or in part by Buyer in writing at or prior to Closing):

(i) All of Seller's representations set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the date of Closing as though made on and as of the Closing Date;

(ii) Seller shall have performed and complied with all of the terms and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date;

(iii) There shall not exist any pending or threatened investigation, litigation, proceeding or arbitration before any court or any federal, state or other governmental commission, board or agency that is commenced or initiated by a governmental entity that is against or affecting any of the Property or against any party to this Agreement seeking to restrain, prohibit or obtain damages or other relief in connection with the consummation of the transactions contemplated by this Agreement.

(c) In the event of a failure of any of the conditions set forth in Section 7(a), Seller, at its option, shall have the right to (i) waive such failure, in whole or in part, and continue to Closing or (ii) terminate this Agreement, whereupon the Deposit shall be delivered to Seller. In the event of a failure of any of the conditions in Section 7(b), Buyer, at its option, shall have the right to (i) waive such failure, in whole or in part, and continue to Closing or (ii) terminate this Agreement, whereupon the Deposit shall be returned to Buyer. If this Agreement is terminated pursuant to this Section 7(c), Buyer and Seller shall have no further liabilities or obligations hereunder, except those which by their terms expressly survive termination of this Agreement.

12. Survival. Except for the indemnity in Section 5, the parties, intending to modify any applicable statute of limitations, agree that (i) the representations and warranties contained in this Agreement shall terminate and expire on Closing, and (ii) all covenants in this Agreement which by their terms are required to be performed prior to or at Closing will not survive Closing.

13. Default; Remedies.

(a) Buyer's Default; Seller's Remedy. In the event Buyer shall fail to perform Buyer's obligations hereunder, except as excused by Seller's default, Seller shall make written demand on Buyer for such performance and, if Buyer fails to comply with such written demand within ten (10) days after receipt thereof, Seller shall have the sole and exclusive options to either (i) waive such default and close the transaction contemplated by this Agreement, or (ii) terminate this Agreement by written notice to Buyer, and on such termination Seller shall be entitled to receive the Earnest Money as liquidated damages and not as a penalty, it hereby being specifically agreed by the parties that the actual damages to Seller as a result of Buyer's failure to perform under this Agreement are difficult or impossible to ascertain. On such termination and receipt of the Earnest Money, the parties shall be discharged from any further obligations and liabilities hereunder.

(b) Seller's Default; Buyer's Remedy. In the event that Seller shall fail to perform Seller's obligations hereunder, except as excused by Buyer's default, Buyer shall make written demand upon Seller for performance and if Seller fails to comply with such written demand within ten (10) days after receipt thereof, Buyer shall have the sole and exclusive options to either (i) waive such default and close the transaction contemplated

by this Agreement, (ii) seek specific performance, or (iii) terminate this Agreement by written notice to Seller and on such termination Buyer shall receive a refund of the Earnest Money and both parties shall be relieved of any further obligations and liabilities hereunder.

14. AS-IS, WHERE-IS. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF PROPERTY SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND INSPECTIONS TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY AT CLOSING ON AN "AS-IS, WHERE-IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT (NONE OF WHICH SHALL SURVIVE CLOSING), SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY.

15. Miscellaneous.

(a) Notices. Any notice under this Agreement will be in writing and will be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid, one day after being deposited with a nationally recognized carrier service for overnight delivery, or immediately when sent by electronic mail (provided that the sender can provide proof of receipt) and addressed to the party(ies) at the address(es) stated in this Agreement or such other address as a party may designate by written notice to the other given in compliance with this section.

**Buyer:** Kathryn L. Walker  
City Attorney  
201 West Gray Street  
Norman, Oklahoma 73069  
Telephone: (405) 366-5376  
Facsimile: (405) 366-5425  
[Kathryn.Walker@NormanOK.gov](mailto:Kathryn.Walker@NormanOK.gov)

**Seller:** Patrick Donnelly, Trustee  
Vernon James Drabek Revocable Living Trust, dtd  
2/1/96  
3030 Northwest Expressway  
Suite 200  
Oklahoma City, Oklahoma 73112  
[jpatdonnelly@aol.com](mailto:jpatdonnelly@aol.com)



**With a copy to:** Phillips Murrah P.C.  
Attn: Joshua L. Edwards  
101 N. Robinson  
Corporate Tower, 13<sup>th</sup> Floor  
Oklahoma City, Oklahoma 73102  
[jledwards@phillipsmurrah.com](mailto:jledwards@phillipsmurrah.com)

(b) Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit that party's right to enforce the provision, nor will any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

(c) Assignment. Except as otherwise provided within this Agreement, no party may transfer or assign this Agreement without the prior written consent of the other party, provided however, the Seller, at its sole and complete discretion may assign this Agreement to the Judith E. Drabek Foundation Trust or any assignee thereof without prior written consent.

(d) Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma without reference to conflicts of laws principles. Any action or proceeding seeking to enforce any provisions of, or based on any right arising out of this Agreement may only be brought against any of the parties in the District Court of Cleveland County, Oklahoma or in the United States District Court for the Western District of Oklahoma.

(e) Attorney Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any related appeal, it is agreed that the prevailing party will be entitled to its reasonable attorneys' fees and costs to be fixed by the arbitrator, trial court, and/or appellate court.

(f) Cooperation. The parties will cooperate with each other in the preparation of all tax returns, questionnaires, applications, filings or other documents or fees payable in connection to filings and recordings related to this Agreement and the consummation thereof.

(g) Presumption. This Agreement will not be construed against any party due to the fact that the Agreement or any section thereof was drafted by or on behalf of such party.

(h) Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and will not be deemed part of the context nor affect the interpretation of this Agreement.

(i) Pronouns and Plurals. All pronouns and any variations will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person

or persons may require.

(j) Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

(k) Agreement Binding. This Agreement will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

(l) Further Action. The parties will execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(m) Counterparts. This Agreement may be executed in several counterparts and all so executed will constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Furthermore, the parties may sign and deliver this Agreement by electronic means such as .pdf or similar format. Each party agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each party may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

(n) Parties in Interest. Nothing herein will be construed to be to the benefit of any third party, nor is it intended that any provision will be for the benefit of any third party.

(o) Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, will be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, will not be affected thereby.

(p) Holidays. To the extent that the last day for the performance of any act or the giving of any notice required or permitted under this Agreement falls on a Saturday, Sunday or federally recognized holiday, the applicable time period with respect thereto shall be continued until and the act or notice may be performed or given on, the next succeeding business day.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

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**SELLER:**

**VERNON JAMES DRABEK  
REVOCABLE LIVING TRUST**

**Dtd 2/1/96**

  
**By: PATRICK DONNELLY,  
TRUSTEE**

**STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )**


Before me, the undersigned, a Notary Public in and for said County and State, on this 3 day of November, 2021, personally appeared Patrick Donnelly, to me known to be the identical person, and Trustee of the Vernon James Drabek Revocable Living Trust Dtd 2/1/96, who executed the foregoing agreement and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

Signed:



By:



Title:

**Notary Public**

**(SEAL)**

My Commission expires: 11/10/2023  
# 99017538

**BUYER:**

**THE CITY OF NORMAN**

\_\_\_\_\_  
**By: BREEA CLARK, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**By: BRENDA HALL, CITY CLERK**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

**Exhibit "A"**

**Description of the Property**

A parcel of land in the Southwest Quarter of Section 19, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:

COMMENCING at the South Quarter Corner, Section 19, T9N, R2W;

THENCE S89°57'53.71"W along the South section line a distance of 527.71 feet to a point;

THENCE N00°02'06.29"W a distance of 140.00 feet to a point and said point being the POINT OF BEGINNING;

THENCE S89°58'00.54"W a distance of 74.54 feet to a point;

THENCE N27°43'42.44"W and parallel to the west property line of the Burlington Northern Santa Fe Railway (BNSF) a distance of 1324.63 feet to a point of curve;

THENCE on a curve to the left having a radius of 4971.07 feet, a chord bearing N17°27'06.99"W and 39.99 feet, and a central angle bearing 000°27'39" and an arc distance of 39.99 feet to a point;

THENCE N62°07'18.18"E a distance of 58.87 feet to a point; THENCE S27°43'42.44"E along the west property line of BNSF a distance of 1398.78 feet to the POINT OF BEGINNING;

Said parcel containing 91,028.94 square feet or 2.09 acres more or less.

**RETURN TO:**  
City of Norman  
C/O Elisabeth Muckala  
Asst. City Atty.  
P.O. Box 370  
Norman, OK 73070

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT Patrick Donnelly, Trustee of the Vernon James Drabek Revocable Living Trust, dated February 1, 1996 ("Grantor"), in consideration of the sum of Ten and No/100 Dollars and other valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and assign unto the **The City of Norman** ("Grantee"), whose mailing address is 201 West Gray Street, Norman, Oklahoma 73069, that certain real property and premises located in Cleveland County, State of Oklahoma, as more particularly described on Exhibit A attached hereto (the "Property"), together with all improvements thereon and all rights and appurtenances thereunto belonging, SUBJECT TO those items described on Exhibit B attached hereto (the "Permitted Exceptions"), and warrants title to the same.

TO HAVE AND TO HOLD the above described Property unto Grantee, its successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature made or suffered to be made or done by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantors have executed this instrument effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

**Vernon James Drabek Revocable Living Trust,  
dated February 1, 1996**

By: \_\_\_\_\_  
Patrick Donnelly, Trustee

ACKNOWLEDGMENT

STATE OF OKLAHOMA            )  
  )  
COUNTY OF \_\_\_\_\_ )     SS:

      This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Patrick Donnelly, as the Trustee of the Vernon James Drabek Revocable Living Trust, dated  
February 1, 1996.

My commission expires:

\_\_\_\_\_  
Notary Public