

AGREEMENT FOR THE EXCHANGE OF REAL ESTATE

This Exchange Agreement (the "Agreement") is made as of this 10 day of November, 2025 (the "Effective Date"), by and between Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools (the "District"), and the City of Norman, Oklahoma, an Oklahoma municipal corporation, (the "City"). District and the City may be referred to in this Agreement separately as a "Party" or collectively as the "Parties". In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Real Property.** District is the owner of the real property described on Exhibit A attached ("District Property"), which is located in Norman, Oklahoma. City is the owner of the real property described on Exhibit B attached ("City Property"), which is located in Norman, Oklahoma. Subject to the terms and conditions of this Agreement, District agrees to convey the District Property to City, and City agrees to convey the City Property to District in exchange for the respective consideration described herein.
2. **Consideration.** The consideration to be received by District in exchange for the conveyance of the District Property to City is the conveyance by City of the City Property to District. The consideration to be received by City in exchange for the conveyance of the City Property to District is the conveyance by District of the District Property to City.
3. **Covenants.** The Parties understand and agree that the "Eisenhower Elementary School North Tract" is to be exchanged from the City to District alongside a grant of temporary easement (E-2526-13) from District to the City and, thereby, shall be subject to the terms and conditions of such temporary easement agreement filed of record in the real property records of Cleveland County, Oklahoma.
4. **District's Representations and Warranties.** District represents and warrants to City the following:
 - a. **No Violations of Law.** There are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority materially and adversely affecting the District Property.
 - b. **District's Authority.** District is the absolute owner of the District Property and has full power, authority and legal right to execute this Agreement and to carry out all of District's obligations under this Agreement. This Agreement constitutes the valid and binding obligation of District in accordance with its terms.
 - c. **No Governmental Notices.** No notices or requests have been received by District from any governmental agency or other utility with respect to the District Property with which District has failed or refused to comply. District shall comply with any such notices or requests received prior to the Effective Date of this Agreement.
 - d. **No Condemnation Proceedings.** District knows of no condemnation or eminent domain proceedings pending or threatened against the District Property or any part thereof.
 - e. **No Agreements Affecting Use.** There are and shall be no contracts, whether written or oral, affecting the use and operation of the District Property.

- f. Confirmation. The execution and delivery by District of the District Quit Claim Deed conveying the District Property pursuant to this Agreement shall constitute confirmation by District that the foregoing representations and warranties are true and correct. All such representations and warranties shall survive the delivery of the District Quit Claim Deed.
5. City's Representations Warranties. City represents and warrants to District the following:
- a. No Violations of Law. There are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority materially and adversely affecting the City Property.
 - b. City's Authority. City is the absolute owner of the City Property and has full power, authority and legal right to execute this Agreement and to carry out all of City's obligations under this Agreement. This Agreement constitutes the valid and binding obligation of City in accordance with its terms.
 - c. No Governmental Notices. No notices or requests shall have been received by City from any governmental agency or other utility with respect to the City Property with which City has failed or refused to comply. City shall comply with any such notices or requests received prior to the Effective Date of this Agreement.
 - d. No Condemnation Proceedings. City knows of no condemnation or eminent domain proceedings pending or threatened against the City Property or any part thereof.
 - e. No Agreements Affecting Use. There are and shall be no contracts, whether written or oral, affecting the use and operation of the City Property.
 - f. Confirmation. The execution and delivery by City of the City Quit Claim Deed conveying the City Property pursuant to this Agreement shall constitute confirmation by City that the foregoing representations and warranties are true and correct. All such representations and warranties shall survive the delivery of the City Quit Claim Deed.
6. Default and Remedies. In the event of default in the performance or observance of any of the covenants of this Agreement:
- a. City's Default - District's Remedy. If City shall fail to perform City's obligations hereunder, except as excused by District's default or if any of District's representations and warranties herein contained shall prove to be false in any material respect, District shall make written demand on City for such performance and, if City fails to comply with such written demand within ten (10) days after receipt thereof, District shall have the option: (a) to seek specific performance; (b) to waive such default; (c) to terminate this Agreement by written notice to City and on such termination, the parties shall be discharged from any further obligations and liabilities hereunder; or (d) to exercise any and all other remedies available under state or federal law as a result of such default.
 - b. District's Default - City's Remedy. If District shall fail to perform District's obligations hereunder, except as excused by City's default or if any of City's

representations or warranties herein contained shall prove to be false in any material respect, City shall make written demand upon District for performance and if District fails to comply with such written demand within ten (10) days after receipt thereof, City shall have the option: (a) to seek specific performance; (b) to waive such default; (c) to terminate this Agreement and upon such termination, the parties shall be discharged from any further obligations and liabilities hereunder; or (d) to exercise any and all other remedies available under state or federal law as a result of such default.

7. **Notice.** Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Director of Parks and Recreation
225 N. Webster Ave.
Norman, OK 73070

With Copy to:

City Attorney
201 W Gray St.
P.O. Box 370
Norman, OK 73070

District:

Superintendent, Norman Public Schools
131 S Flood Ave.
Norman, OK 73069

8. **General.**

- a. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- b. **Section Headings.** Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- c. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

- d. Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions this Agreement and give effect to the transactions contemplated hereby, including obtaining FAA consent for the release and transfer of the City Property.
- e. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- f. Binding Effect. All the terms, covenants and conditions hereof shall be binding upon, inure to the benefit of and be enforced by the undersigned and their respective heirs, personal representatives, successors and permitted assigns.
- g. Relationship of Parties. This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other.
- h. Entire Agreement: Amendments. This Agreement constitutes the entire agreement among the parties hereto and there are no agreements, understandings, restrictions, warranties, or other representations between the parties hereto other than those set forth herein. All exhibits attached hereto are hereby incorporated herein and made a part of this Agreement. This Agreement may not be amended or modified, except in writing, signed by each of the parties hereto.
- i. Assignment. The rights of either party under this Agreement may not be assigned in whole or in part without the other party's written consent.
- j. Non-waiver. No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

[Signatures on following page]

In Witness Whereof, the parties hereunto set their hands and seal the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CITY OF NORMAN

APPROVED this _____ day of _____, 2025 by the Norman City Council.

Stephen T. Holman, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this 20 day of November, 2025.



City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 29 OF CLEVELAND COUNTY, OK

BY:



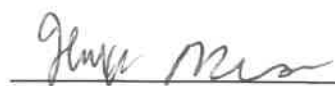
Dirk O'Hara, President, Board of Education

ATTEST:



~~Secretary~~ Deputy Board Clerk

APPROVED as to form and legality this 10 day of November, 2025.



Attorney for Norman Public Schools

EXHIBIT A**Legal Description – District Property****Eisenhower Elementary School South Tract:**

A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows; COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 305.51 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 00°47'31" E a distance of 199.71 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 89°45'29" W a distance of 119.07 feet to the POINT OF BEGINNING; THENCE S 00°47'31" E a distance of 213.52 feet; THENCE N 89°46'06" W a distance of 80.96 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 23°10'42" W a distance of 92.03 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 00°48'46" W a distance of 129.08 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 89°45'29" E a distance of 116.06 feet to the POINT OF BEGINNING. Above described tract contains 0.535 acres, more or less, per plat of survey MB-24036, dated February 17, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone.

High Meadows Tract:

A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows; COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 305.51 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 89°46'32" E, along the north line of said Southwest Quarter, a distance of 986.02 feet to the POINT OF BEGINNING; THENCE continuing S 89°46'32" E, along the north line of said Southwest Quarter, a distance of 326.61 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 03°42'28" E a distance of 295.84 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE N 89°45'50" W a distance of 293.45 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 23°25'59" E a distance of 129.38 feet; THENCE N 89°43'58" W a distance of 118.03 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 44°36'14" W a distance of 19.84 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE northwesterly along a non-tangent curve to the left with a chord bearing of N 47°15'05" W, a chord distance of 5.00 feet, an arc length of 5.00 feet, and a radius of 78.76 feet; THENCE N 44°36'14" E a distance of 22.11 feet; THENCE S 89°43'58" E a distance of 14.63 feet; THENCE N 00°14'36" E a distance of 408.52 feet to the POINT OF BEGINNING. Above described tract contains 2.502 acres, more or less, per plat survey MB-24036, dated February 17, 2025 by MacBax Land Surveying, PLLC.

EXHIBIT B**Legal Description – City Property****Eisenhower Elementary School North Tract:**

A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows; COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 186.45 feet to the POINT OF BEGINNING; THENCE continuing S 89°52'09" E, along the north line of said Southwest Quarter, a Distance of 119.07 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 00°47'31" E a distance of 199.71 feet; THENCE N 89°45'29" W a distance of 119.07 feet; THENCE N 00°47'31" W a distance of 199.47 feet to the POINT OF BEGINNING. Above described tract contains 0.545 acres, more or less, per plat of Survey MB-24036, dated August 27, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone.

Irving Middle School Tract:

A part of the Northeast Quarter (NE/4) of Section 33, T9N, R2W of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, described as follows; COMMENCING at the Northeast Corner of said Section 33; Thence N89°49'27"W, 1522.54 feet along the north line of said Section 33; THENCE S00°06'38"E, 1134.82 feet to the POINT OF BEGINNING; THENCE N89°53'22"E, 250.00 feet; THENCE S00°06'38"E, 130.00 feet; THENCE S89°53'22"W, 250.00 feet; THENCE N00°06'38"W, 130.00 feet to the POINT OF BEGINNING, containing 32,500 square feet more or less, 0.75 acres more or less.

Adams Elementary School Tract:

A part of Lot Thirty-One (31), in Block Four (4), of the recorded plat of Woodslawn Addition to Norman, Cleveland County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of said Lot 31; THENCE N 00°00'00" W a distance of 59.74 feet; THENCE N 89°55'53" E a distance of 217.00 feet; THENCE S 00°00'00" E a distance of 60.00 feet; THENCE S 90°00'00" W a distance of 217.00 feet to the point of beginning. Above described tract contains 0.298 acres, more or less, per plat of survey MB-24035, dated January 8, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is West Line of Lot 31 being N 00°00'00" W as shown of the recorded plat.