

CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/25/2025

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2526-91: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INDEPENDENT SCHOOL DISTRICT NUMBER 29 OF CLEVELAND COUNTY, OKLAHOMA, A.K.A. NORMAN PUBLIC SCHOOLS FOR THE EXCHANGE OF VARIOUS PROPERTIES IN AND AROUND ADAMS AND EISENHOWER ELEMENTARY SCHOOLS, AS WELL AS IRVING AND WHITTIER MIDDLE SCHOOLS; AND TEMPORARY EASEMENT E-2526-13: FOR; AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY RELATED DOCUMENTS AS OUTLINED IN THE STAFF REPORT. (City)

BACKGROUND:

Representatives from Norman Public Schools (NPS) and City staff have worked together throughout the past year to execute a land exchange of various properties in and around Adams and Eisenhower Elementary Schools, as well as Irving and Whittier Middle Schools.

In 2015, the City Council approved a contract that contemplated an exchange of land between the parties, with the City providing land that used to be the tennis courts at both Irving and Whittier Middle Schools, and NPS providing land near the 12th Avenue Recreation Center. However, this land exchange was never effectuated, and no deeds were filed of record with the County. As such, this land exchange desires to effectuate the 2015 land exchange in combination with additional exchanges that the parties discussed throughout 2025.

Under this exchange, NPS will swap just over 3 acres of property (described in Exhibit A to the agreement) with the City's 1.6 acres (described in Exhibit B to the agreement). This land exchange follows the previously approved grant of the Irving and Whittier Recreation Centers (approximately 1.4 acres) to the NPS, as evidenced by the quitclaim deeds signed on February 11, 2025.

DISCUSSION:

The contract details the specific parcels owned by each party to be exchanged under the agreements:

the City is to trade

- 1) the Irving Middle School former tennis courts (Whittier's former tennis courts were included in the former recreation center land grant).
- 2) a portion of land near Adams Elementary, south of Woodslawn Park.
- 3) a portion of the tennis courts at the 12th Avenue Recreation Center (with conditions)

for NPS

- 1) parcel SE of the 12th Avenue Recreation Center near Eisenhower Elementary.
- 2) A portion of land east of Eisenhower Elementary that will connect NE Lions Park to High Meadows Park. The contract also outlines warranties for both parties regarding the status and condition of their respective properties to be exchanged.

The City's trade of a portion of the 12th Avenue Recreation tennis courts is done alongside a grant of a temporary easement from NPS. This easement agreement (E-2526-13) ensures that the City has exclusive access, use, and operation of the tennis courts during the operating hours of the 12th Avenue Park Land, as set by the Board of Parks Commissioners through the City's Parks Rules. The City shall also be responsible for the maintenance and repair of the tennis courts, with any non-routine maintenance subject to ten days' notice to NPS; and any improvements or construction to the tennis courts subject to NPS' advance approval. Each party will be responsible and liable for its own acts and omissions conducted on the property in accordance with its respective rights under the easement agreement.

NPS Board of Education considered and approved the agreement, the temporary easement, and the associated quit claim deeds at their November 10, 2025, board meeting.

RECOMMENDATION:

1. Staff recommends the approval of Contract K-2526-91 between the City of Norman and Independent School District No. 29 of Cleveland County for the above-described exchange of real estate.
2. Staff recommends the approval of Easement E-2526-13 between Independent School District No. 29 and the City of Norman for the parcel of land in the above-described exchange of real estate that encompasses the tennis courts at the 12th Avenue Recreation Center.
3. Staff recommends that the City Council authorize the City Manager to sign the associated quit claim deeds and any related documents on behalf of the City of Norman to be filed with the County to effectuate the land exchange.

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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.

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- 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

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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.

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- 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]

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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

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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.

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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.

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this “**Agreement**”) is entered this [REDACTED] day of [REDACTED] 2025, by and between Independent School District No. 29 of Cleveland County, Oklahoma (the “**Grantor**”), the owner of certain real property located in Norman, Cleveland County, Oklahoma, as more particularly defined on **Exhibit A**, attached hereto (“**Grantor Property**”), and the City of Norman, Oklahoma, a Cleveland County, Oklahoma municipal corporation (the “**Grantee**”).

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.**

a. Grantor does hereby grant and convey unto Grantee: an exclusive temporary easement (the “**Easement**”) in, under, upon, about, over, and through the surface of Grantor’s Property as described and depicted on **Exhibit A—“Grantor Property”**, attached hereto and incorporated herein, which shall also be referred to as the “**Easement Area**,” for the purposes of accessing, operating, using, maintaining, repairing, and improving certain recreational facilities (the “**Facilities**”) within the Easement Area; The Easement is granted by Grantor and accepted by Grantee subject to:

- i. the provisions herein; and
- ii. any and all restrictions, covenants, easements, rights of way, reservations, encroachments, other encumbrances, and matters existing as of the date of this Agreement that are filed of record in the real property records of Cleveland County, Oklahoma, and, shown or would appear to be disclosed on an ALTA survey or inspection of the Easement Area and the Grantor Property, to the extent and only to the extent that such matters validly affect and are enforceable against the Easement and the Easement Area and the Property.

b. Grantee shall have the following rights of use and access for the Easement Area:

- i. to have Grantee’s invitees, guests, representatives, agents, employees, contractors, or other persons on Grantee’s behalf operate, use, enjoy, maintain, and repair the Easement Area and the Facilities within the Easement Area, during the operating hours of the 12th Avenue Park Land, as set by the Board of Parks Commissioners through the City of Norman Parks Rules; and
- ii. to have Grantee’s invitees, guests, representatives, agents, employees, contractors, or other persons on Grantee’s behalf access the Easement Area and Facilities by foot, vehicle, or equipment for the purposes described in this Agreement, during the operating hours of the 12th Avenue Park Land, as set by the Board of Parks Commissioners through the City of Norman Parks Rules.

2. **Operation, Maintenance, Repair, and Improvements.** Grantee covenants that, during the term of this Agreement, Grantee shall:

- a. Be solely responsible to keep, operate, use, maintain, access, and repair the Easement Area and Facilities in good working order and in accordance with all applicable local, state, and federal governmental laws, regulations, codes, and orders, and pursuant to, if required, a valid building permit, issued by the applicable governmental authority, all at Grantee's sole cost and expense.
 - b. Maintain and repair all Improvements in a good and workmanlike manner and in conformance with all applicable local, state, and federal governmental laws, regulations, codes, and orders, and pursuant to, if required, a valid building permit, issued by the applicable governmental authority, all at Grantee's sole cost and expense.
 - c. Be solely responsible, at Grantee's sole cost and expense, for implementing appropriate safety and security measures for the protection of persons and property within the Easement Area.
 - d. Be solely responsible for all costs and expenses of managing, maintaining, repairing, operating, insuring, providing utilities, lighting, sanitation, trash services, mowing, drainage, and all matters of concern and improvements in the Easement Area.
3. **Maintenance, Repairs, Notice.** Grantee shall provide ten (10) business days' prior written notice of nonroutine maintenance or repairs of the Facilities or the Easement Area. Grantee shall not make any improvements or additional construction upon the Easement Area without the express prior written approval of Grantor, in Grantor's sole discretion.
4. **Interference.** During the term of this Agreement, the Grantor reserves the right of normal use of the Easement Area subject to the following limitations: the Grantor covenants and agrees that it will make good faith efforts to ensure that neither Grantor nor its representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantor: (i) knowingly interferes with, impairs or prohibits the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) knowingly take any action which will interfere with or impair Grantee's access to or across the Easement Area as specified in this Agreement, and such as during the operating hours of the 12th Avenue Park Land; (iii) knowingly impair Grantee's performance of its obligations as specified in this Agreement; or (iv) make any material alterations or improvements to the Facilities or fixtures on the land (i.e. the tennis courts) without the prior written consent of the Grantee, which shall not be unreasonably withheld, conditioned, or delayed.
5. **Hold Harmless and Covenant Not To Sue.** The Grantee covenants and agrees, on behalf of itself and its successors and assigns, to hold harmless and not to sue the Grantor and Grantor's representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantor, for any and all losses, claims, lawsuits, damages, judgments, penalties, fines or liabilities, whether known or unknown, fixed or contingent, or whether legal or equitable, that arise from the acts or omissions of the Grantee or its representatives,

agents, employees, guests, contractors, or other persons exercising rights obtained through this Agreement including but not limited to all liabilities, acts, and omissions resulting in injuries or damages to persons or property who enter onto the Grantor Property, and including but not limited to any type of injury to person or property that arises out of the exercise of rights obtained through this Agreement or any failure of the Grantee or its representatives, agents, employees, guests, contractors, or other persons exercising rights obtained through this Agreement to lawfully and properly maintain and operate the Easement Area or the Facilities. Additionally, Grantee shall purchase and always maintain general liability insurance coverage with amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and provide Grantor with evidence of such coverage each year.

The Grantor covenants and agrees, on behalf of itself and its successors and assigns, to hold harmless and not to sue the Grantee and Grantee's representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantee, for any and all losses, claims, lawsuits, damages, judgments, penalties, fines or liabilities, whether known or unknown, fixed or contingent, or whether legal or equitable, that arise from the acts or omissions of the Grantor or its representatives, agents, employees, guests, contractors, or other persons exercising Grantor's rights to the Grantor Property including but not limited to all liabilities, acts, and omissions resulting in injuries or damages to persons or property who enter onto the Grantor Property, and including but not limited to any type of injury to person or property that arises out of the exercise of Grantor's rights to the Grantor Property or any failure of the Grantor or its representatives, agents, employees, guests, contractors, or other persons exercising Grantor's rights to the Grantor Property.

6. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall continue in full force and effect.
7. **Governing Law.** This Easement and the terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma without regard to its choice of law provisions. If any dispute arising out of or in connection with this Agreement results in litigation, venue of the action(s) shall be in the District Court of Cleveland County or the Western District of Oklahoma if federal jurisdiction is present and elected by Grantor or Grantee.
8. **Successors and Assigns.** This Easement and the terms of this Agreement shall run with the Property and shall be binding on the Grantor and Grantee, or their respective successors and assigns.
9. **Termination.** This Easement and the terms of this Agreement shall commence on the date first written above and shall automatically terminate on the earlier of: (i) ten (10) years from the date first written above, without further action required of Grantor or Grantee, or (ii) upon mutual written agreement of Grantor and Grantee recorded in the land records of Cleveland County, Oklahoma. This Easement and the terms of this Agreement may be

extended by mutual written agreement of Grantor and Grantee recorded in the land records of Cleveland County, Oklahoma. Upon termination, all rights granted by Grantor to Grantee hereunder shall return to and vest in the Grantor or its successors-in-interest to or assigns of the Grantor Property.

10. **Improvements at Termination.** Following the termination of the Easement and this Agreement, any and all Improvements made by Grantee shall remain with the Grantor Property and automatically become the property and ownership of Grantor.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Grantor and Grantee respecting the subject matter, and the obligations of Grantor and Grantee and rights obtained by Grantee through this Agreement are the only obligations and rights contracted for and for which consideration has passed to Grantor. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later modified or amended in a writing signed by both Grantor and Grantee, is null and void. This Agreement shall not be modified or amended except for in writing, signed by both Grantor and Grantee or their assigns or successors-in-interest, and only upon proper recordation in the land records of Cleveland County, Oklahoma.
12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

TO HAVE AND TO HOLD the above-described Easements unto the said Grantee, its successors and assigns, for the purposes set forth herein.

[Signatures on following pages]

IN WITNESS WHEREOF, the Grantor and Grantee have each executed this AGREEMENT as of the date first written above.

Signed and delivered this ____ day of _____, 2025.

GRANTEE: City of Norman, Oklahoma, a Cleveland County, Oklahoma Municipal Corporation by:

Stephen T. Holman, Mayor

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2025, personally appeared Darrel Pyle, to me known to be the identical person(s) who executed the foregoing quit claim deed and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
WITNESS my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public: _____

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



City Attorney

**GRANTOR: Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a
Norman Public Schools by:**

Dirk O'Hara, President, Board of Education
As authorized by the Norman Public Schools Board of Education

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2025, personally appeared Dirk O'Hara, to me known to be the identical person(s) who executed the foregoing quit claim deed and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____ Notary Public: _____

Approved as to form and legality this ____ day of _____, 2025.

Attorney for Norman Public Schools

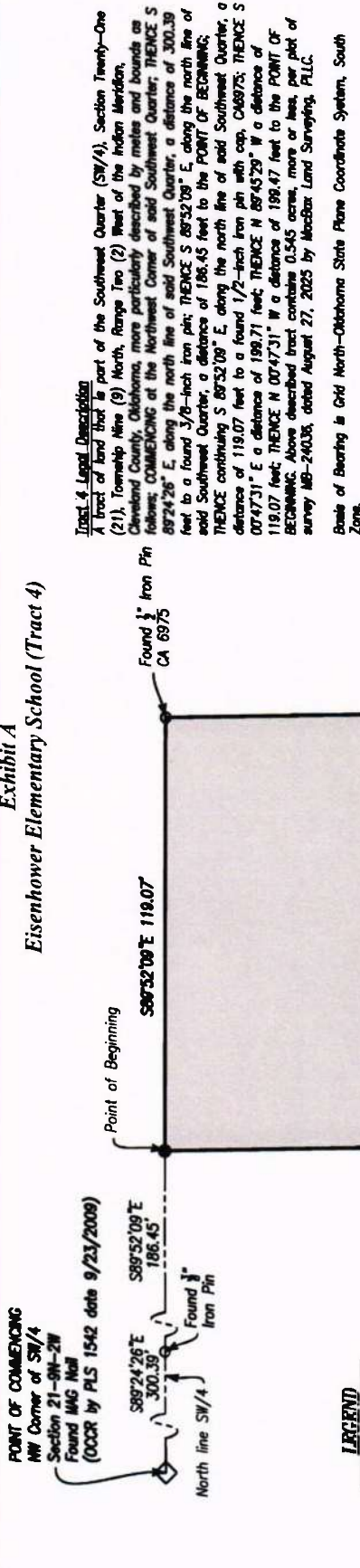
EXHIBIT A
Legal Description of
Grantor's Property and Easement Area

Eisenhower Elementary School (Tract 4):

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.

Exhibit A
Eisenhower Elementary School (Tract 4)



Tract 4 Legal Description
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\"/>

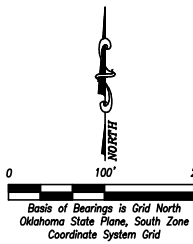


9/05/2025



5744 Huettnier Court, Suite 130
Norman, OK 73069
Telephone: (405) 872-7594
Email: Kent@MBSL.us
Certificate of Authorization No. 8137

Part of the SW/4 Section 21, T-9-N, R-2-W, Cleveland County, Oklahoma	
Norman Public School District	
DATE	9/05/2025
REVIEWED	8/27/2025
PROJECT NO.	MB-24036
SCALE	1" = 30'
PAGE	5 of 5



LOCATION	
Part of the SW/4 Section 21, T-9-N, R-2-W, Cleveland County, Oklahoma	
SURVEY FOR	
Norman Public School District	
DATE	SCALE
9/05/2025	1" = 50'
REVISED	PROJECT NO.
	MB-24036
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1 of 5	



9/05/2025



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Exhibit "A"
Eisenhower Elementary School Tract (4)

POINT OF COMMENCING
NW Corner of SW/4
Section 21-9N-2W
Found MAG Nail
(OCCR by PLS 1542 date 9/23/2009)

S89°24'26"E
300.39'
S89°52'09"E
186.45'
Found 1/2" Iron Pin

Point of Beginning

S89°52'09"E 119.07'

Found 1/2" Iron Pin
CA 6975

LEGEND

- SET 1/2" IRON PIN WITH CAP "MACBAX CA 8137"
- FOUND SURVEY MONUMENT
- ◇ FOUND PLSS MONUMENT

- SECTION LINE
- QUARTER SECTION LINE
- QUARTER-QUARTER SECTION LINE
- LOT LINE
- FENCE
- BOUNDARY LINE
- EASEMENT LINE

N00°47'31"W 199.47'

Tract 4
0.545 acres

S00°47'31"E 199.71'

Norman School
District 29

City of Norman

Found 1/2" Iron Pin
CA 6975

City of Norman

N89°45'29"W 119.07'

Found 1/2" Iron Pin
CA 6975

0 30' 60'
Basis of Bearings is Grid North
Oklahoma State Plane, South Zone
Coordinate System Grid

Tract 4 Legal Description

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.

Notes

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which an accurate and current title search may disclose.
2. This survey is based upon the Replat of High Meadows Addition, Section 2, Book 9, Page 93, filed in Cleveland County, Oklahoma and CONTRACT K-1415-110, a contract between the City of Norman, Oklahoma and Norman Public Schools.
3. Last date of field work: February 13, 2025.
4. This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



9/05/2025

MBLS
MacBax Land Surveying, PLLC
civil engineering & land surveying

LOCATION
Part of the SW/4
Section 21, T-9-N, R-2-W,
Cleveland County,
Oklahoma

SURVEY FOR
Norman Public School District

DATE	9/05/2025	SCALE	1" = 30'
REVISED	8/27/2025	PROJECT NO.	
PAGE	5 of 5		MB-24036

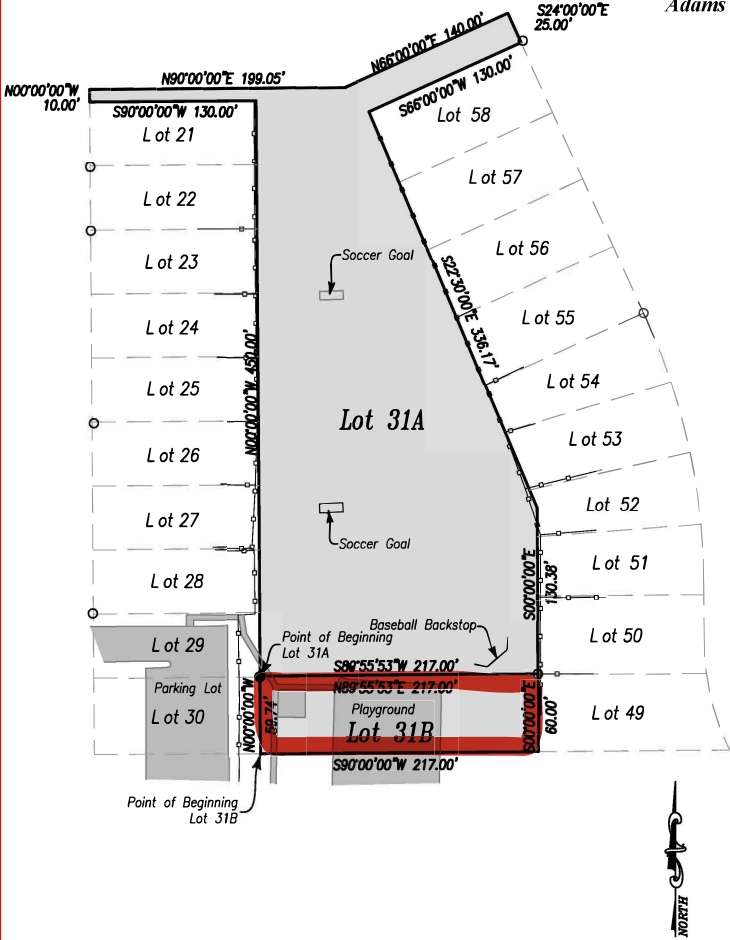
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Exhibit "A"
Irving Middle School Tract

Item 23.



Exhibit "A"
Adams Elementary School Tract (31B)



Lot 31A Legal Description
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: Commencing at the Southwest corner of said Lot 31; THENCE N 00°00'00" W a distance of 59.74 feet to the POINT OF BEGINNING; THENCE continuing N 00°00'00" W a distance of 450.00 feet; THENCE S 90°00'00" W a distance of 130.00 feet; THENCE N 00°00'00" W a distance of 10.00 feet; THENCE N 90°00'00" E a distance of 199.05 feet; THENCE N 66°00'00" E a distance of 140.00 feet; THENCE S 24°00'00" E a distance of 25.00 feet; THENCE S 66°00'00" W a distance of 130.00 feet; THENCE S 22°30'00" E a distance of 336.17 feet; THENCE S 00°00'00" E a distance of 130.38 feet; THENCE S 89°55'53" W a distance of 217.00 feet to the point of beginning. Above described tract contains 1.880 acres, more or less, per plat of survey MB-24035, dated January 8, 2025 by MacBax Land Surveying, PLLC.

Lot 31B Legal Description
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.

- Notes**
- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which an accurate and current title search may disclose.
 - This survey is based upon the Plat of Woodslawn Addition, Book 2, Page 61, filed in Cleveland County, Oklahoma.
 - Last date of field work: December 20, 2024.
 - This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

LEGEND

- SET 1/2" IRON PIN WITH CAP "MACBAX CA 8137"
- FOUND IRON PIN
- LOT LINE
- FENCE
- BOUNDARY LINE

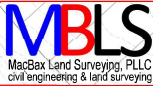
LOCATION
Lot 31, Block 4
Woodslawn Addition
Section 30, T-9-N, R-2-W,
Norman, Cleveland County,
Oklahoma

SURVEY FOR
Adams Elementary

DATE 1/8/2025 SCALE 1" = 75'

REVISED PROJECT NO.

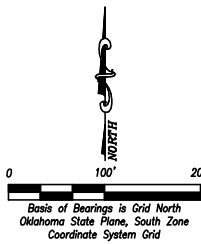
PAGE 1 of 1 MB-24035



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Certificate of Authorization No. 8137



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LOCATION	
Part of the SW/4 Section 21, T-9-N, R-2-W, Cleveland County, Oklahoma	
SURVEY FOR	
Norman Public School District	
DATE	SCALE
9/05/2025	1" = 50'
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9/05/2025



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Tract 2 Legal Description

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 300.39 feet to the POINT OF BEGINNING. BEG. SURV. 10/11/1925. Contains 1.0235 acres, land or less, per plat of survey MB-24036, dated February 17, 1925 by MacGee, Land Surveying, P.L.C.

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

Notes

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which an accurate and current title search may disclose.
2. This survey is based upon the Replat of High Meadows Addition, Section 2, Book 9, Page 93, filed in Cleveland County, Oklahoma and CONTRACT K-1415-110, a contract between the City of Norman, Oklahoma and Norman Public Schools.
3. Last date of field work: February 13, 2025.
4. This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



9/05/2025



MBLS
MacBay Land Surveying, PLLC

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