

EXHIBIT E
SPECIAL WARRANTY DEED

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SUMMIT LAKES PROPERTY OWNERS ASSOCIATION, an Oklahoma Not For Profit Corporation, and SUMMIT LAKE VILLAS PROPERTY OWNERS' ASSOCIATION, an Oklahoma Not For Profit Corporation. (jointly and severally referred to herein as the "Grantors"), for and in consideration of Grantee's acceptance of the responsibility for meeting the requirements placed on owners of dams by the State of Oklahoma and responsibility for the safety of the structure known as the "Misty Lake Dam", the adequacy of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, and CONVEY unto THE CITY OF NORMAN, an Oklahoma Municipal Corporation (the "Grantee"). whose mailing address is P.O. Box 370, Norman, OK 73070, that certain real property located in Cleveland County, Oklahoma consisting of: (i) the structure thereon known as the "Misty Lake Dam,"(ii) the associated spillway, (iii) all other improvements thereon, and (iv) the appurtenances thereunto belonging, if any, and warrant title to the same as to all claims of any person claiming by, through or under any of the Grantors, BUT NOT OTHERWISE, and as more particularly described in **Exhibits 1 and 2** attached hereto and by this reference made a part hereof (the "Property").

This Special Warranty Deed is made and accepted expressly subject to the following covenants, restrictions, reservations and exceptions:

- (i) No portion of the Property shall be opened to or used for general public access, use or enjoyment or for general public access to Misty Lake;
- (ii) Grantors and Grantee (by its acceptance of this Special Warranty Deed) each covenant and agree that: (a) the Grantor Associations, at their own cost and expense, shall be responsible for basic maintenance of the vegetation, landscaping, amenities and sidewalks on the Land including lake fence maintenance, sprinkler maintenance, litter control, mowing, trimming, edging, normal pruning of shrubs and weed control; and (b) the Grantee, at its own cost and expense, shall be responsible for: satisfying the requirements placed on owners of dams by the State of Oklahoma (including without limitation annual inspections); maintaining the Misty Lake Dam and spillway as designed (except during periods of repairs or reconstruction and subject to applicable laws and regulations, including the Oklahoma Dam Safety Act and the direction of governing authorities). In discharging these obligations, the Grantee may utilize the Driveway Easement and Common Drives identified in applicable Declarations of Covenants now in force for the Property for emergency access, including access for dam repair;
- (iii) Each of the Grantors hereby reserves the general perpetual and releasable right and easement in, on, over and across the Property for the benefit of the Grantors, their respective directors, officers, agents, contractors, and employees, any manager employed by a Grantor and such manager's officers, agents, contractors, and employees, each Grantor's members and each such member's household, tenants, invitees and guests, and their respective successors and assigns ("Grantor Parties"), for the purposes of discharging Grantors' basic landscape and sidewalk maintenance responsibility on the Property and for

such enjoyment easement use (but in no case will this use include camping) as may be permitted by the governing documents of the Summit Lakes Property Owners Association or the Summit Lake Villas Property Owners' Association.

These reservations will be subject to the Associations' covenant and promise that it shall not construct a dock on any portion of the Property, and that the covenants shall not be amended to expand the rights of the Associations, Owners or any party, to construct a dock on the Property. Only docks that may be constructed according to an applicable Declaration of Covenants now in place may be constructed in accordance therewith. For any such dock, the Grantee shall use reasonable efforts to avoid damage or destruction in discharging its duties hereunder with respect to the Property.

The reservations described herein may only be exercised as currently set forth in the applicable Declaration of Covenants for each Association, and delegation of use may go no further than to an Owner's family, tenants or contract purchasers, as applicable. No gatherings or events, whether open to the public or open to either or both of the Grantor Associations' members generally, may be hosted or held on the Transferred Property. Under no circumstances shall the Grantor Parties enter upon or act in any way that would adversely impact the integrity of the Misty Lake Dam infrastructure and its surrounding conditions. Each Association shall maintain no less than the insurance now required by its respective covenants, listing the Grantee as an additional insured, for the Transferred Property. This reservation is expressly subject to Grantors' covenant to fully and completely indemnify, hold harmless and defend the Grantee against any and all liability resulting from the Grantor's discharge or exercise of the activities or uses described herein. The insurance and indemnity obligations of Grantee Parties herein shall apply to any damage or destruction to any dock as set forth above;

(iv) Grantor hereby covenants to faithfully enforce the Declaration(s) of Covenants now in place and applicable to the Property against any Association Member, Owner or any third party, as is reasonable to protect the Grantee's interest in and ability to discharge its duties with the respect to the Property hereunder;

(v) It is understood and agreed that it is the express intention of Grantors that this instrument shall not transfer or convey to Grantee, and shall hereby exclude, each Grantor's right, title or interest, if any, in and to the oil, gas, and other minerals located in, on or under the Land and that may be produced therefrom (the "Mineral Rights") and shall not transfer or convey to Grantee, and shall hereby exclude, any rights in or to the impoundment known as Misty Lake such rights being expressly reserved to the Summit Lakes Property Owners Association and the Summit Lake Villas Property Owners' Association, their successors and assigns; and

(vi) The exceptions to title, if any, (hereinafter collectively the "Permitted Exceptions") set forth in Exhibit 2 attached hereto and by this reference made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, as aforesaid, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed and delivered to be effective for all purposes as of the ____ day of _____, 202__.

**SUMMIT LAKES PROPERTY OWNERS
ASSOCIATION, an Oklahoma Not For Profit
Corporation**

By: _____
Name: _____
Title: _____

**SUMMIT LAKE VILLAS PROPERTY OWNERS'
ASSOCIATION, an Oklahoma Not For Profit
Corporation,**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND) **ss:**

The foregoing document was acknowledged before me this ____ day of _____, 202__, by _____ as President of SUMMIT LAKES PROPERTY OWNERS ASSOCIATION, an Oklahoma Not For Profit Corporation.

SEAL

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND) **ss:**

The foregoing document was acknowledged before me this ____ day of _____, 202__, by _____ as President of SUMMIT LAKE VILLAS PROPERTY OWNERS' ASSOCIATION, an Oklahoma Not For Profit Corporation.

SEAL

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

Exhibit 1
(Legal Description of the Land)

Exhibit 2
(Permitted Exceptions)