

**AGREEMENT REGARDING RIGHT-OF-WAY ACQUISITION
AND SETTLEMENT OF ALL CLAIMS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Norman, a municipal corporation (hereinafter “**City**”), and The Uplands Development Co., L.L.C., a limited liability company (hereinafter “**Owner**”) with reference to the following:

WHEREAS, the City is pursuing its construction of a project known as the 36th Avenue NW Bond Project (“**Project**”), which was approved as a bond project by Norman voters in April of 2019; and

WHEREAS, in connection with Phase III of the Project, it is necessary for the City to acquire certain property owned by Owner, which property is described in the attached **Exhibit A** to this Agreement; and

WHEREAS, in connection with Phase II of the Project, the parties proceeded to litigation in Cleveland County District Court regarding similar acquisitions, which litigations reached settlement and conclusion based upon agreed values in March of 2024.

WHEREAS, the parties to this Agreement have been unable to reach an agreement for the City’s simple acquisition of the Property and have engaged in settlement discussions in advance of potential eminent domain proceedings; and

WHEREAS, this Agreement sets forth the terms for the City’s acquisition of, and provision of consideration for, this acquisition of property, as well as the terms of Owner’s conveyance of the property, and all other alleged damages or claims related thereto by either party; and

WHEREAS, the parties acknowledge that litigation is costly and may result in uncertain outcomes; and

WHEREAS, the parties acknowledge that the matter of compensation, damages and/or liability on all claims is a subject of dispute, and both enter into this Agreement as a means of potential resolution while reserving each party’s respective disputes and avoiding litigation.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and as reflected in the attached exhibits, the parties hereby agree as follows:

1. **Final Acquisition of the Property.** The parties have reached an agreed price per square foot for the City’s paid acquisition for the Property as follows: \$1.00/square foot for property currently zoned PL, Parkland; and \$15.00/square foot for property currently zoned RM-6, Multi-Family Residential. The Property will be acquired in fee by Warranty Deed, already executed and delivered for City Council consideration

currently with this Settlement Agreement. Owner's conveyance of this Warranty Deed is expressly conditioned upon City Council's acceptance and the City's execution of this Agreement as written. At the time this Agreement is considered and/or approved by the City, the City shall also consider acceptance of this Warranty Deed as a companion item.

2. **Consideration for Acquired Property.** The City shall, upon approval of this Agreement, acceptance and approval of the Warranty Deed, deliver the following consideration to Owner as follows: **EIGHTY THREE THOUSAND TWO HUNDRED SIX DOLLARS (\$83,206.00)**, which amount represents a cost \$1.00/square foot for the acquisition of 8866 square feet of property zoned PL, Parkland AND \$15.00/square foot for the acquisition of 4956 square feet of property zoned RM-6, Multi-Family Residential.
3. **Covenant by Owner.** Owner hereby represents, promises, and covenants that it is vested with the entirety of the legal ownership interest in the Property, subject to encumbrances or reservations of record and zoning requirements, and is legally capable of carrying out the obligations of, and has a legal right to the benefits flowing from, the terms of this Agreement.
4. **Release by Owner.** In further exchange for the Consideration by the City as set forth herein, and with the exception of any action to enforce the terms of this Agreement, Owner hereby agrees to fully and finally release City from any and all damages relating to any claims, in law or equity, known or unknown, they could have stated with respect to the matters resolved by this Agreement.
5. **Release by City.** In further exchange for the Consideration by the Owner as set forth herein, and with the exception of any action to enforce the terms of this Agreement, City hereby agrees to fully and finally release Owner from any and all damages relating to any claims, in law or equity, known or unknown, they could have stated with respect to the matters resolved by this Agreement, including claims of recoupment.
6. **Further Actions.** The parties agree to prepare, execute and deliver all documents, including unknown documents, as reasonably needed, and to perform all such further actions, as may be reasonably necessary, to effectuate the provisions of this Agreement and to complete the transaction contemplated herein and provided hereby.
7. **Advice of Counsel.** The parties represent that they have or could have been fully advised by independent legal counsel with respect to the legal effect of the terms of this Agreement and hereby execute the same with full legal knowledge of the terms, conditions, and covenants herein.
8. **Capacity for Agreement.** The parties hereby covenant and represent that its signatory party(ies) are vested with the authority to legally bind each party to the terms of this Agreement.
9. **Entire Agreement.** This document represents the entire agreement between the parties with respect to the matters addressed herein. All prior and contemporaneous

conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are now merged herein. Except as may otherwise be provided herein, the terms of this Agreement are independent and severable. In the event any term or provision is determined to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall continue to be of full force and binding effect. This Agreement shall not be amended except through a written instrument signed by the parties.

10. **Assignability.** This agreement shall not be assigned, except by written agreement of the other party.
11. **Attorney Fees and Costs.** Each party agrees that it is otherwise responsible for its own attorney fees and costs relating in any way to the Property, the Project, the easements described herein, and this Agreement. In any action filed to enforce the terms of this Agreement, the prevailing party shall be entitled to recovery of all attorneys' fees, costs, and expenses incurred in such action.
12. **Survival of Terms.** The terms and conditions of this Agreement will survive the execution and delivery of the conveyances or other rights and interests created by this Agreement.
13. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for the purposes of this Agreement.

THIS AGREEMENT is effective the date and time first above written.

CITY OF NORMAN, OKLAHOMA,
A municipal corporation

Mayor Stephen Tyler Holman

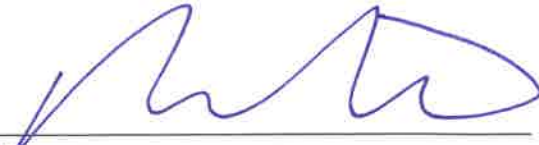
ATTEST:

City Clerk

APPROVED as to form and legality this 2 day of September, 2026

Chiseth Muchala
Office of the City Attorney

**THE UPLANDS DEVELOPMENT CO.,
L.L.C.**

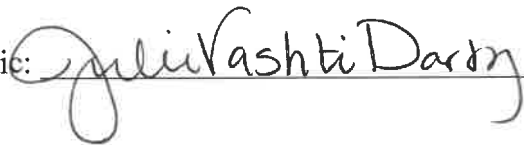
By: 
Russell Leon "Trey" Bates,
Managing Member

STATE OF Oklahoma, COUNTY OF Cleveland, SS:

Before me, the undersigned, a Notary Public in and for said **Russell Leon "Trey" Bates** of **The Uplands Development Co., L.L.C.**, its **Managing Member**, to me known to be the identical person(s) who executed the foregoing **Agreement Regarding Right-of-Way Acquisition and Settlement of All Claims** and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this 28 day of August, 2026.

My Commission Expires: 12/19/26

Notary Public: 



RIGHT-OF-WAY

EXHIBIT A to K-26275

A variable width tract of land within a parcel recorded at Book 3862, Page 561, Records of Cleveland County, Oklahoma, being a portion the Southeast Quarter (SE/4) of Section Thirty-Four (34), Township Ten (10) North, Range Three (3) West of the Indian Base and Meridian (I.B. & M.), City of Norman, Cleveland County, Oklahoma, more particularly described as follows:

COMMENCING at the Northeast Corner of the Southeast Quarter (SE/4) of said Section Thirty-Four (34), also being the Northeast Corner of said tract of land; Thence along the North line of said Southeast Quarter and said tract of land, South 89 Degrees 51 Minutes 57 Seconds West, a distance of 33.00 feet to a point on the West Statutory Right-of-Way line, also being the **POINT OF BEGINNING**; Thence departing said North line along said West Statutory Right-of-Way Line, South 00 Degrees 35 Minutes 01 Seconds East, a distance of 518.92 feet to a point on the South line of said tract of land recorded at Book 3862, Page 561; Thence along said South line South 89 Degrees 50 Minutes 56 Seconds West, a distance of 17.00 feet; Thence along a line being 17.00 feet West of and parallel to said Statutory Right-of-Way line, North 00 Degrees 35 Minutes 01 Seconds West, a distance of 344.51 feet; Thence North 45 Degrees 17 Minutes 41 Seconds West, a distance of 56.86 feet; Thence along a line being 57.00 feet West of and parallel to said Statutory Right-of-Way line, North 00 Degrees 35 Minutes 01 Seconds West, a distance of 90.00 feet; Thence North 52 Degrees 55 Minutes 24 Seconds East, a distance of 49.76 feet; Thence along a line being 17.00 feet West of and parallel to said Statutory Right-of-Way line, North 00 Degrees 35 Minutes 01 Seconds West, a distance of 14.43 feet to a point on said North line of said Southeast Quarter of Section 34 and said tract of land recorded at Book 3862, Page 561; Thence along said North line North 89 Degrees 51 Minutes 57 Seconds East, a distance of 17.00 feet to the **POINT OF BEGINNING**.

Said tract contains 13,822 sq. ft. or 0.317 acres, more or less.

Basis of Bearings:

Grid North based on NAD 83 Oklahoma

State Plane Coordinate System South Zone

I, Nicholas S. Schrader, a Licensed Professional Land Surveyor in the State of Oklahoma, certify that the attached description is a true representation of the property described and meets the minimum technical standards for land surveying of the State of Oklahoma.



Nicholas S. Schrader

5/13/2026

Date

OK PLS NO. 1898 - Expires January 31, 2027

OK CA NO. 2483 - Expires June 30, 2027

SHEET 1 OF 2

PROJECT NO: 021-06985

DRAWN BY: WML

DATE: 5/13/2026

DESCRIPTION

olsson

11600 Broadway Extension
Suite 300
Oklahoma City, OK 73114
TEL 405.242.6600

