



MEMORANDUM

Office of the City Attorney of Norman, Oklahoma

Date: July 28, 2026
To: Darrel Pyle, City Manager
From: AshLynn Wilkerson, Assistant City Attorney 
Subject: Work Order – ALTA Survey – Canadian River Park
Property Acquisition

Background

On April 14, 2026, a conditional offer to purchase three tracts of land from Dr. Glenn Foster was sent, following Council authorization. The three tracts of land are in southwest Norman along the east side of the South Canadian River. The City desires these properties for the Canadian River Park Norman Forward project. Dr. Foster approved the conditional offer the same day via email.

On July 14, 2026, City Council approved K-2526-194, a purchase and sale agreement (“PSA”) for such property at a purchase price of \$692,000.00. A piece of the PSA is a due diligence process. Such process includes surveys of the properties to determine suitability. One such survey is an ALTA land boundary survey.

The attached agreement for signature is a work order under one of our current on-call contractors, Parkhill, Smith, & Cooper, Inc., to conduct an ALTA survey on the three tracts. The total fee under the work order is \$23,000.00. However, the work order may be amended to include a river boundary survey, should upcoming title work suggest it necessary. A rough estimation of 20-30% increase on the total fee is expected should such river boundary survey be needed.

Conclusion and Recommendations

The Director of Parks and Recreation and the City Attorney’s office recommend signature of the attached work order to ensure a proper ALTA survey is performed during the due diligence process and prior to acquisition of the three tracts of land.

WORK ORDER NO. PR1

This Work Order, dated the 28th day of July, 2026 (the “Effective Date”), between the City of Norman (“City”) and Parkhill, Smith, & Cooper, Inc. (“Consultant”) (City and Consultant, together, the “Parties”), adopts and incorporates by reference the terms and conditions of the Agreement for On-Call Professional Services entered into on January 27, 2026, (“Agreement”) by the Parties. Capitalized terms used but not defined in this Work Order shall have the meanings set out in the Agreement.

WHEREAS, pursuant to Section 3.1 of the Agreement, the Parties wish to enter into this Work Order for purposes of setting forth the rights and obligations regarding the provision of Services by Consultant for the Canadian River Park Property Acquisition with Dr. Glenn Foster.

NOW THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are acknowledged, the parties agree as follows:

1. Scope of Services. Contractor shall perform those services set forth in Exhibit A attached hereto (“Services”).
2. Compensation and Payment. In consideration for the performance of Services under this Work Order, City shall pay to Consultant in an amount and manner as set forth in Exhibit B attached hereto.
3. Schedule. Consultant shall perform the Services in accordance with the schedule set forth in Exhibit C attached hereto.
4. Termination. The term of this Work Order shall commence on the “Effective Date” and end upon the completion of the Services, unless otherwise terminated in accordance with the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor has caused this Work Order No. PR1 to be duly executed.

Parkhill, Smith, & Cooper, Inc.
(CONTRACTOR)

By:

Title: Director of Surveying | Partner

Attest:

Corporate Secretary

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF Cleveland)

Before me, the undersigned, a Notary Public in and for said County and State, on this 27 day of July, 2026, personally appeared Kelly Henderson to me known to be the identical person who executed the foregoing instrument as an authorized representative of the Contractor, and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

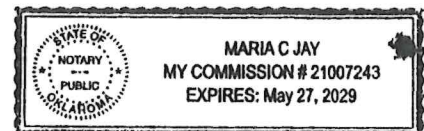
Witness my hand and official seal the day and year above written.

Notary Public

My Commission Expires:

My Commission Number: _____

5/27/2029
21007243



IN WITNESS WHEREOF, the City has caused this Work Order No. PR1 to be duly executed this 28
day of July, 2026.

**CITY OF NORMAN, OKLAHOMA
(CITY)**

By: [Signature]
City Manager

Attest: [Signature]
City Clerk



Reviewed as to form and legality this 28 day of July, 2026.

[Signature]
City Attorney

EXHIBIT A
SCOPE OF WORK

Parkhill will perform an ALTA Survey that meets the “2026 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys” and will include items 1, 2, 3, 4, 7(a1), 8, 9, 10, 11(a), 11(b), 13, and 20, as set forth in “Table A” of those requirements attached.

The Survey scope and fee do not include a river boundary survey that may be identified through research, disclosed in the Title Commitment, or otherwise determined to be required. Additional fees may be required if a river boundary survey is warranted.

Limits of Survey:



TABLE A
OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: When any of the first twenty (20) items of Table A are selected, the exact wording of and fee for any selected item may be negotiated between the surveyor and client. Note that some items may be required by state statute, administrative rule or local ordinance in which case they must be included pursuant to Section 3.B. Any additional items negotiated between the surveyor and client must be identified as 21(a), 21(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 21.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☒ _____ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. ☒ _____ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. ☒ _____ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. ☒ _____ Gross land area (and other areas if specified by the client).
5. _____ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6. _____ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
_____ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. ☒ _____ (a) Exterior dimensions of all buildings at ground level.
_____ (b) Square footage of:
_____ (1) exterior footprint of all buildings at ground level.
_____ (2) other areas as specified by the client.
_____ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. ☒ _____ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).

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9. ^X Number and type (e.g., disabled, motorcycle, regular, and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots, and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10. ^X As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
- ^X (a) plans and/or reports provided by client (with reference as to the sources of information)
- ^X (b) markings coordinated by the surveyor or client pursuant to a private utility locate request.
- Note to the client, insurer, and lender – With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
12. As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.
13. ^X Names of owners of adjoining properties according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
14. Distance to the nearest intersecting street.
15. Features, other than the boundary survey portion of an ALTA/NSPS Land Title Survey and the location of features in close proximity to a boundary or other title or relevant setback line, may be shown using imagery; however, the surveyor must:
- (a) agree with the client in writing on imagery to utilize, including source, date and/or version of imagery, and licensing costs and requirements,
- (b) discuss the ramifications of such practices (e.g., the potential accuracy, precision and completeness of the imagery gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and
- (c) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such imagery.
16. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
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18. _____ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.
19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map, unless required by the jurisdiction.
20. ^X _____ When observed in the process of conducting the fieldwork or otherwise identified in the process of preparing the survey the following conditions and potential encroachments must be summarized in a table and indicated on the face of the plat or map. Without expressing a statement of legal opinion or an opinion as to ownership, the table must identify the physical conditions, and provide a means by which the conditions can be readily located on the face of the plat or map by a reviewer; however, this table may not be a comprehensive list of all concerns shown on the plat or map of the survey.
- Potential encroachments over boundary lines onto the surveyed property from adjoining property and onto adjoining property from the surveyed property.
 - Potential encroachments into rights of way and easements for which written documentation of the existence of such rights of way and easements was provided to or obtained by the surveyor pursuant to Section 4.
 - Potential encroachments of front, side or rear setbacks, but only when the setback requirements specific to the surveyed property were provided to the surveyor pursuant to Table A item 6(a) or 6(b) or provided in recorded documents.
 - Physical access between adjoining parcels without benefit of an easement for which written documentation of the existence of such easement was provided to or obtained by the surveyor pursuant to Section 4.
 - Use of adjoining parcels by apparent occupants of the surveyed property without benefit of an easement for which written documentation of the existence of such easement was provided to or obtained by the surveyor pursuant to Section 4.
21. _____

Adopted by the American Land Title Association on October 8, 2025. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 17, 2025. More at: www.nsps.us.com.

EXHIBIT B
COMPENSATION

Tract 1	\$8,500.00
Tract 2	\$7,500.00
Tract 3	\$7,000.00
Total Fee	\$23,000.00

EXHIBIT C

SCHEDULE

The surveys will be delivered by September 4, 2026 dependent upon receipt of Title Commitment no later than August 21, 2026. Otherwise, delivery of surveys will be two weeks after receipt of Title Commitment.