

**AGENDA OF A SPECIAL MEETING OF THE
CHAIRPERSON AND TRUSTEES OF THE
ARDMORE PUBLIC WORKS AUTHORITY,
TO BE HELD ON 02/05/2024 AT 7:00 PM
ARDMORE PUBLIC LIBRARY, SMITH ROOM
320 E STREET NORTHWEST
ARDMORE, OKLAHOMA 73401
FOLLOWING SPECIAL CITY COMMISSION
MEETING**

NOTICE: "Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any item. When more information is needed to act on an item, the Trustees may refer the matter to the Manager or the Municipal Counselor. The Trustees may also refer items to standing committees of the City Commission or to a board or commission for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVE AGENDA - ORDER OF BUSINESS
AND CONTENTS**
4. **APPROVE MINUTES**
 - 4.A. **Ardmore Public Works Authority Regular Minutes**
of the Regular Meeting held on November 6, 2023

Documents:

[MINUTES OF 11-06-23.PDF](#)

5. **CONSENT AGENDA**

All items listed are considered to be routine by the Authority and will be enacted by one motion. There will be no separate discussion

of these items unless a Trustee or a citizen so requests, in which event the item will be removed from the consent status and considered in its normal sequence on the agenda and approval or rejection of any amendments proposed and considered by the Trustees at the meeting.

5.A. **Consent A**

Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission of a Water Rights Purchase Option Agreement by and between the City of Ardmore and Gene Travis Ritter III, Speake Ranch Trust, and Speake Land Holding, a Limited Liability Company, for the City of Ardmore to Obtain an Option to Purchase Water Rights with the Purchase Price for the Option in the Total Amount of \$25,000.00

(Submitted by Shawn Geurin, Director of Utilities)

Documents:

[CONSENT A.PDF](#)

6. **ADJOURN**

**MINUTES OF A REGULAR MEETING OF THE MAYOR AND BOARD OF
COMMISSIONERS OF THE CITY OF ARDMORE, OKLAHOMA, HELD ON
NOVEMBER 6, 2023 AT 7:00 PM IN THE COMMISSION CHAMBERS**

Present:	Sheryl Ellis	Mayor
	Nancy Sjulín	Vice-Mayor
	David Plesher	Commissioner
	Doug Pfau	Commissioner
	John Credle, Jr.	Commissioner
	Kevin Boatright	City Manager
	Lori Linney	City Clerk

This meeting was held in compliance with the Oklahoma Open Meeting Act (OSS 25)

1. CALL TO ORDER

Mayor Ellis called the meeting to order.

2. INVOCATION

The invocation was led by Robert Newell, Chief Information Officer.

3. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Commissioner Credle.

4. ROLL CALL

The City Clerk called roll. All were present.

5. PRESENTATION(S)

**Presentation of Proclamation by Mayor Ellis to Rear Admiral Wesley Hull,
Declaring November 5, 2023 to November 11, 2023 as Military Appreciation Week
in the City of Ardmore**

Mayor Ellis presented a proclamation to Rear Admiral Wesley Hull, declaring November 5, 2023 to November 11, 2023 as Military Appreciation Week in the City of Ardmore.

6. APPROVE AGENDA - ORDER OF BUSINESS AND CONTENTS

Motion was made by Vice-Mayor Sjulín and seconded by Commissioner Pfau to approve the agenda as written.

Ayes:	Pfau, Plesher, Credle, Sjulín, Ellis
Nays:	None

7. APPROVE MINUTES

A. City Commission Regular Minutes of the Meeting Held on October 2, 2023

Motion was made by Commissioner Plesher and seconded by Commissioner Credle to approve the Regular Minutes of October 2, 2023 as written.

Ayes: Credle, Plesher, Ellis
Nays: None
Abstain: Pfau, Sjulín

B. City Commission Regular Minutes of the Meeting Held on October 16, 2023

Motion was made by Commissioner Pfau and seconded by Commissioner Plesher to approve the Regular Minutes of October 16, 2023 as written.

Ayes: Pfau, Plesher, Ellis
Nays: None
Abstain: Credle, Sjulín

8. PUBLIC HEARING(S)

A. Public Hearing for the Purpose of Hearing and Considering Any Objections and/or Complaints Concerning the Request to Rezone 9.62 Acres located at 2838 South Commerce Street from IH (Heavy Industrial) Zoning District to IL (Light Industrial) Zoning District

A presentation was made by Jessica Scott, Director of Community Development, to the Commission. She stated that the City received a Rezoning Application from the property owners of 9.62 acres located at 2838 South Commerce Street from IH (Heavy Industrial) zoning district to IL (Light Industrial) zoning district. In keeping with the requirements of Section 319 of the Unified Development Code, a public hearing was held before the Planning Commission on October 12, 2023. Per Section 319, a public hearing is now required before the City Commission. The Rezoning request is also on this agenda for final action by the City Commission.

No One Present to Speak For

No One Present to Speak Against

Public Hearing Closed

9. CONSENT AGENDA

- A. Consideration and Possible Action to Confirm Mayor and City Commissions Appointment to the Ardmore Parks and Recreation Advisory Board to be Jennifer Fitzgerald to Fulfill the Unexpired Term of Matt McNally with Term to Expire in May of 2026**

The Mayor and City Commissions confirmed the appointment to the Ardmore Parks and Recreation Advisory Board to be Jennifer Fitzgerald to fulfill the unexpired term of Matt McNally with term to expire in May of 2026.

- B. Consideration and Possible Action to Declare Surplus a Glock M45 (Serial Number BZET186, Asset Number 010763) and Dispose of by Awarding to Corporal Dustin Ragland who is Retiring in Good Standing from the Ardmore Police Department after Nine (9) Years of Service to the Citizens and the City of Ardmore**

The Ardmore Police Department requests permission to declare surplus a Glock M45 (Serial Number BZET186, Asset Number 010763) and dispose of by awarding to Corporal Dustin Ragland who is retiring in good standing from the Ardmore Police Department after nine (9) years of service to the citizens and the City of Ardmore.

- C. Consideration and Possible Action to Declare an Ardmore Police Department 2015 Chevrolet Tahoe (Unit Number 194, Asset Number 009536) as Surplus and to be disposed of in Accordance with City Code**

The Ardmore Police Department requests permission to declare an Ardmore Police Department 2015 Chevrolet Tahoe (Unit Number 194, Asset Number 009536) as surplus and to be disposed of in accordance with City Code.

- D. Consideration and Possible Action to Declare an Ardmore Downtown Executive Airport 2013 Ford Taurus (Unit Number 92) as Surplus to be disposed of in Accordance with City Code**

The Fleet Maintenance Department requests to declare an Ardmore Downtown Executive Airport 2013 Ford Taurus (Unit Number 92) as surplus to be disposed of in accordance with City Code.

- E. Consideration and Possible Action to Declare Bicycles Received at the Operation Pride Drop-Off Center as Surplus and disposed of in Accordance with City Code**

The Operation Pride Drop-Off Center requests to declare bicycles received at the Operation Pride Drop-Off Center as surplus and disposed of in accordance with City Code.

F. Consideration and Possible Action for an Ardmore Downtown Executive Airport Ground Lease Agreement by and between the City of Ardmore and Tyler Barker DBA Barker Family Revocable Trust for Premises located at 2495 Executive Airport Drive, Ardmore, Oklahoma

The Ground Lease Agreement is located at the Ardmore Downtown Executive Airport and is between the City of Ardmore and Lessee as follows:

Tyler Barker DBA Barker Family Revocable Trust

Leased Premises: 2495 Executive Airport Dr., also known as Block 1 Lot 7 of the Ardmore Downtown Executive Airport plat (containing 7,348.62 sq. ft.) Ardmore, OK 73401

The City of Ardmore is the co-sponsor, along with the State of Oklahoma, ex rel Oklahoma Planning and Resources Board, of the area known as the Ardmore Downtown Executive Airport, which is located in Southern Ardmore and in the northern portion of Lake Murray State Park. The initial term of the Ground Lease Agreement shall be for a term commencing on December 1st, 2023 and ends on December 1, 2033, with the option of two (2) additional five (5) year extensions.

G. Consideration and Possible Action for an Ardmore Downtown Executive Airport Ground Lease Agreement by and between the City of Ardmore and Jesse and Amber Moss for Premises located at 2485 Executive Airport Drive, Ardmore, Oklahoma

The Ground Lease Agreement is located at the Ardmore Downtown Executive Airport and is between the City of Ardmore and Lessee as follows:

Jesse and Amber Moss

Leased Premises: 2485 Executive Airport Dr., also known as Block 1 Lot 6 of the Ardmore Downtown Executive Airport plat (containing 7,564 sq. ft.) Ardmore, OK 73401

The City of Ardmore is the co-sponsor, along with the State of Oklahoma, ex rel Oklahoma Planning and Resources Board, of the area known as the Ardmore Downtown Executive Airport, which is located in Southern Ardmore and in the northern portion of Lake Murray State Park. The initial term of the Ground Lease Agreement shall be for a term commencing on December 1st, 2023 and ends on December 1, 2033, with the option of two (2) additional five (5) year extensions.

H. Consideration and Possible Action for an Ardmore Downtown Executive Airport Ground Lease Agreement by and between the City of Ardmore and Brad Sullivan DBA Land Run Enterprises, Limited Liability Company for Premises located at 2502 Executive Airport Drive, Ardmore, Oklahoma

The Ground Lease Agreement is located at the Ardmore Downtown Executive Airport and is between the City of Ardmore and Lessee as follows:

Brad Sullivan DBA Land Run Enterprises LLC

Leased Premises: 2502 Executive Airport Dr., also known as Block 1 Lot 13 of the Ardmore Downtown Executive Airport plat (containing 17,781.37 sq. ft.), Ardmore, OK 73401

The City of Ardmore is the co-sponsor, along with the State of Oklahoma, ex rel Oklahoma Planning and Resources Board, of the area known as the Ardmore Downtown Executive Airport, which is located in Southern Ardmore and in the northern portion of Lake Murray State Park. The initial term of the Ground Lease Agreement shall be for a term commencing on December 1st, 2023 and ends on December 1, 2033, with the option of two (2) additional five (5) year extensions.

I. Consideration and Possible Action to Consent an Ardmore Development Authority Second Amendment to an Agreement between WP Global, Limited Liability Company for the Sale and Purchase of Business Assets to Extend the Due Diligence Period an Additional Ninety (90) Days to November 14, 2023

The Second Amendment to Agreement for Sale and Purchase of Business Assets (Amendment) is by and between the Ardmore Development Authority, a Public Trust of the City of Ardmore, Oklahoma (Seller) and WP Global, L.L.C. (Purchaser). The City of Ardmore, Oklahoma, a municipal corporation, is a consenting party to this Amendment. The Seller and Purchaser (Parties) entered an Agreement for Sale and Purchase of Business Assets on December 19, 2022. Pursuant to Section 1.6 of the Agreement, as amended by the First Amendment to the Agreement dated as of April 17, 2023, Purchaser has a Due Diligence Period to conduct any inspections, tests, or investigations on or regarding Seller's Property set to expire on August 16, 2023. Due to on-going diligence activities regarding the Property and the inability of the Parties to meet the conditions precedent prior to Closing, the Parties desire to extend the Due Diligence Period an additional ninety (90) days to November 14, 2023.

J. Consideration and Possible Action to Authorize the City Attorney to Disclaim Any Interest of Ardmore in the Vacation of a Portion of Wallace Street in Case Number CV-23-163 in Carter County District Court

The City received a vacation request from Carter County District Court for a portion of Wallace Street. The portion of Wallace Street requested for the vacation is not currently used as a public roadway and no City utilities are located in this section.

K. Consideration and Possible Action for the Yearly Update to the Emergency Operations Plan Assignment Roster for the State of Oklahoma

This is a yearly requirement by the State of Oklahoma. Approval is needed by the Ardmore City Commissions.

Motion was made by Commissioner Pfau and seconded by Commissioner Credle to approve Consent Agenda Items 8.A - 8.K.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

10. REGULAR BUSINESS

A. ORDINANCE(S)

1. Consideration of Adoption or Rejection of Ordinance Number 3161, an Ordinance Rezoning Property located at 2838 South Commerce, Rezoning from IH (Heavy Industrial) Zoning District to IL (Light Industrial) Zoning District Amending Ordinance Number 2583 Known as the Unified Development Code of the City of Ardmore, Oklahoma and Providing for Severability and Consideration of Adoption or Rejection of Any Amendments to the Proposed Ordinance as may be Considered by the City Commission at the Meeting

A presentation was made by Jessica Scott, Director of Community Development, to the Commissioners. She stated that staff received a request from Fox Engineering on behalf of Mary and Missy Nowell, property owners of property located at 2828 South Commerce to rezone this property from IH (Heavy Industrial) zoning district to IL (Light Industrial) zoning district. On October 12, 2023, the Planning Commission voted (7-0) to recommend approval of the rezoning to IL (Light Industrial) zoning district. Staff recommends approval of the requested rezoning.

Motion was made by Commissioner Pfau and seconded by Commissioner Credle to approve Ordinance Number 3161.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

2. Consideration of Adoption or Rejection of Ordinance Number 3162, an Ordinance of the City of Ardmore, Chapter 5 Entitled Animals and Fowl; Providing for Definitions, Animal Control Officers; Providing Regulations and Restrictions on Keeping of Animals and Fowl: Providing for Impoundment and Release of Impounded Animals; Providing for Procedures for Adjudication of Dangerous Animals; and Miscellaneous Rules and Regulations Pertaining to Animals and Fowl; Adopting Penalties, Repealer, Saving Clause, Severability, Codification and Declaring an Emergency and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

A presentation was made by Jessica Scott, Director of Community Development, to the Commissioners. She stated that the City Attorney, David Davis, contacted me and suggested amendments to our current animal control ordinance. Mr. Davis has approved the final draft and I am respectfully submitting it to the City Commission for consideration. Staff respectfully recommends the City Commission approve the revised Animal Control Ordinance to be effective January 1, 2024.

Motion was made by Commissioner Plesher and seconded by Commissioner Pfau to approve Ordinance Number 3162.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

2.A. Motion to Approve Section I - Section V of Ordinance 3162

Motion was made by Commissioner Credle and seconded by Vice-Mayor Sjulín to approve Section I - Section V of Ordinance 3162.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

2.B. Motion to Approve Section VI, Emergency Clause of Ordinance 3162

Motion was made by Vice-Mayor Sjulín and seconded by Commissioner Pfau to approve Section VI, Emergency Clause of Ordinance 3162.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

B. RESOLUTION(S)

1. Consideration of Adoption or Rejection of Resolution Number 4276, a Resolution Declaring Certain Ardmore Police Department Property from the Property Room as Surplus to be Disposed of by Sale, Donation or

Destruction and Consideration of Adoption or Rejection of Any Amendments to the Proposed Resolution as may be Considered by the City Commission at the Meeting

A presentation was made by Kevin Norris, Assistant City Manager/Interim Chief of Police to the Commission. He stated that the Ardmore Police Department has compiled a list of property from the agency's Property Room determined to be excess, obsolete, unserviceable or surplus. An Order has been obtained from the Carter County District Court authorizing the sale, donation or destruction of said property. Staff respectfully recommends approval of the Resolution to declare the property surplus to be sold, donated or destroyed.

Motion was made by Commissioner Sjulín and seconded by Commissioner Credle to approve Resolution Number 4276.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

Commissioner Credle recused himself from the meeting at 7:20 P.M.

2. Consideration of Adoption or Rejection of Resolution 4277, a Resolution Approving the Revised Ardmore Trails and Greenway Master Plan as Prepared by LandPlan Consultants and Consideration of Adoption or Rejection of Any Amendments to the Proposed Resolution as may be Considered by the City Commission at the Meeting

A presentation was made by Teresa Ervin, Director of Parks and Recreation, to the Commission. She stated that the Ardmore Bicycle/Pedestrian System offers recommendations for improving community access to outdoor resources by building a network of off-road multi-use paved trails and on-street bicycle facilities. The purpose of this Master Plan is to address the bicycle/pedestrian needs of community residents related to recreation, transportation, and economic pursuits. The plan addresses policies, programs, and physical improvements that should be implemented to improve access to recreation resources and improve transportation efficiency throughout the community. It identifies 72 corridors and fifteen (15) trailheads throughout and around Ardmore that should be developed within next 15 years. The Master Plan was developed by the Trails and Greenways Commission, Landplan Consultants Incorporated, and local residents. Two public meetings were held to allow for input from our citizens. The participants were given the opportunity to suggest routes for trails that they were interested in seeing developed. This plan was approved and recommended by the Ardmore Planning Commission to present to the City Commission on October 12, 2023. The Trails and Greenways Commission approved the plan on October 30, 2023. The Ardmore Planning Commission, the Trails and Greenways Commission and the Parks and Recreation staff respectfully recommends the

adoption of this Resolution to approve the revised Trails and Greenways Master Plan.

Motion was made by Commissioner Pfau and seconded by Vice-Mayor Sjulín to approve Resolution Number 4277.

Ayes:	Pfau, Plesher, Sjulín, Ellis
Nays:	None
Absent:	Credle

Commissioner Credle returned to the meeting at 7:23 P.M.

C. AGREEMENT(S)

1. Consideration and Possible Action to Accept a Proposal Received from Corner Greer & Associates, Incorporated for Architectural Services of a Restroom Facility at the Pickleball Complex located in Ardmore Regional Park with a Fee of 9% of the Bid the City of Ardmore Accepts for this Project and in an Amount Not to Exceed \$300,000.00 and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

A presentation was made by Teresa Ervin, Director of Parks and Recreation, to the Commissioners. She stated that staff requests approval to accept a proposal for architectural services between the City of Ardmore and Corner Greer & Associates, Incorporated for work related to the proposed design of restroom facilities located by the Pickleball Complex in Regional Park. This proposal includes a develop schematic plan for the facility to include scorers/concessions and storage area, site plan, assist in developing an opinion of probable costs, provide construction documents to include structural, mechanical, electrical, plumbing engineering services. Also, assist in the bidding process and provide construction administration services throughout the construction process. Corner Greer & Associates, Incorporated is proposing a fee of nine percent (9%) of the bid the City of Ardmore accepts for this project. The funds are available in the Community Enhancement Fund in the amount of \$300,000.00. Staff respectfully recommends approval to enter into an agreement with Corner Greer & Associates, Incorporated for a restroom in Regional Park.

Motion was made by Commissioner Plesher and seconded by Commissioner Pfau to approve to accept a proposal received from Corner Greer & Associates, Incorporated for architectural services of a restroom facility at the Pickleball Complex located in Ardmore Regional Park with a fee of 9% of the bid the City of Ardmore accepts for this project and in an amount not to exceed \$300,000.00.

Ayes:	Pfau, Credle, Plesher, Sjulín, Ellis
Nays:	None

2. Consideration and Possible Action of a Contract for Engineering Services by and between the City of Ardmore and Peacock Design, Limited Liability Company, for New Pickleball Courts located at Ardmore Regional Park in the Total Amount of \$49,500.00 and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

A presentation was made by Teresa Ervin, Director of Parks and Recreation, to the Commissioners. She stated that staff requests approval of the Engineering Services Agreement for the Pickleball Courts in Regional Park with Peacock Design, Limited Liability Company, located in Norman, Oklahoma. The total cost for their services is \$49,500.00. This proposal includes preparation of preliminary investigations, studies, plans, probable cost, final plans and specification, construction administration services during the construction phase of the project and performs examination of the work of inspection bureaus and laboratories. Funds used for this project exist primarily from generous community supporters and foundations totaling at this time \$647,721.24. Staff respectively recommends approval to enter into the Agreement with Peacock Design, Limited Liability Company for Engineering Services in the amount of \$49,500.00.

Motion was made by Commissioner Credle and seconded by Commissioner Plesher to approve a Contract for Engineering Services by and between the City of Ardmore and Peacock Design, Limited Liability Company, for new pickleball courts located at Ardmore Regional Park in the total amount of \$49,500.00.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

3. Consider, Approve and Authorize Execution by the Mayor of a Water Supply Agreement by and among Woodside Energy (H2 Oklahoma) Limited Liability Company, the City of Ardmore, and Ardmore Public Works Authority and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

A presentation was made by Kevin Boatright, City Manager, to the Commission. He stated that the Water Supply Agreement is between the City of Ardmore, Ardmore Public Works Authority and Woodside Energy (H2 Oklahoma) Limited Liability Company. The Agreement is a document laying out the general conditions that each party has negotiated in good faith to bring recycled water from the wastewater treatment plant to the proposed site of the hydrogen plant located off of Plainview Road. The Agreement provides for repayment of the City's capital costs, operational costs, and the future costs of debt. All obligations for Ardmore are conditioned on the final investment decision by Woodside. Staff respectfully requests that the City Commission approve the Water Supply

Agreement by and between the City of Ardmore, Ardmore Public Works Authority and Woodside Energy (H2 Oklahoma) Limited Liability Company.

Motion was made by Commissioner Plesher and seconded by Commissioner Pfau to approve and authorize execution by the Mayor of a Water Supply Agreement by and among Woodside Energy (H2 Oklahoma) Limited Liability Company, the City of Ardmore, and Ardmore Public Works Authority.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

4. Consider, Approve and Authorize Execution by the City Manager of an Amendment and Restatement-Plummer Engineering Engagement with Woodside Energy (USA) Incorporated, Woodside Energy (H2 Oklahoma) Limited Liability Company and the City of Ardmore and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

A presentation was made by Kevin Boatright, City Manager, to the Commission. He stated that the Restated Letter of Agreement, also referred to as a “side letter” is for your consideration between the City of Ardmore and Woodside Energy USA Incorporated that is now transitioning its business in Oklahoma to the name of Woodside Energy (H2 Oklahoma) Limited Liability Company. The letter of Agreement is a document that enables the City of Ardmore to continue with the engineering of the new wastewater transmission line for the proposed hydrogen fuel facility. This Letter of Agreement states that Woodside Energy (H2 Oklahoma) Limited Liability Company will reimburse the City of Ardmore for the engineering design costs. It also restates the original letter in order to extend the term of the preliminary agreement, to conform it to the Water Supply Agreement, and to reflect the transition of Woodside’s responsibilities to its Oklahoma operational entity that is Woodside Energy, (H2 Oklahoma) Limited Liability Company. Staff respectfully requests that the City Commission approve the Restatement Letter of Agreement by and between the City of Ardmore and Woodside Energy (H2 Oklahoma) Limited Liability Company.

Motion was made by Commissioner Pfau and seconded by Commissioner Credle to approve and authorize execution by the City Manager of an Amendment and Restatement-Plummer Engineering Engagement with Woodside Energy (USA) Incorporated, Woodside Energy (H2 Oklahoma) Limited Liability Company and the City of Ardmore.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

5. Consideration and Possible Action of an Subordination, Nondisturbance and Attornment Agreement by and between the City of Ardmore, Hardy Murphy

Coliseum Authority and First Bank and Trust Company of Ardmore for Improvement of Property located at 600 Lake Murray Drive, Ardmore, Oklahoma and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

A presentation was made by Kevin Boatright, City Manager, to the Commission. He stated that The Subordination, Nondisturbance and Attornment Agreement is by and between the City of Ardmore, Hardy Murphy Coliseum Authority and First Bank and Trust Company of Ardmore. This Agreement is for the owner of property located at 600 Lake Murray Drive, Ardmore, Oklahoma for certain improvements including an indoor coliseum, barns, outdoor arenas with the Real Estate more particularly described as follows:

Lots 5, 6, 7 and 8, Block 487 and Lots 5, 6, 7 and 8, Block 488 and all of Blocks 506,507, 508, 509, 524 and 525, all in the City of Ardmore, Carter County, Oklahoma

The Hardy Murphy Coliseum is presently in the process of constructing a new and additional barn. In order to finance the construction the Hardy Murphy Coliseum Authority is entering into a loan in the sum of \$436,300.00. At the City Commission Meeting held on August 7, 2023 the Commissions approved Resolution Number 4261, a Resolution Authorizing the Hardy Murphy Coliseum Trust Authority to incur indebtedness to finance the construction of a new outdoor metal arena. Staff recommends approval of the Subordination, Nondisturbance and Attornment Agreement by and between the City of Ardmore, Hardy Murphy Coliseum Authority and First Bank and Trust Company of Ardmore.

Motion was made by Commissioner Credle and seconded by Commissioner Sjulín to approve a Subordination, Nondisturbance and Attornment Agreement by and between the City of Ardmore, Hardy Murphy Coliseum Authority and First Bank and Trust Company of Ardmore for improvement of property located at 600 Lake Murray Drive, Ardmore, Oklahoma.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis

Nays: None

C. PURCHASE(S)

1. Consideration and Possible Action for the Purchase of Eight (8) Getac In-Car Camera Systems for the Ardmore Police Department Patrol Services Division utilizing Sourcewell Buyboard from Brite Computers in the Total Amount of \$47,808.24 and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

A presentation was made by Kevin Norris, Assistant City Manager/Interim Chief of Police, to the Commission. He stated that the Ardmore Police Department

requests approval to purchase eight (8) Getac in-car camera systems for the Patrol Services Division at a cost of \$47,808.24. Funding for this purchase is from GAPS Fund. Staff respectfully recommends the purchase of the in-car camera systems utilizing Sourcewell Buyboard from Brite Computers of Victor, New York in the amount of \$47,808.24.

Motion was made by Commissioner Plesher and seconded by Commissioner Pfau to approve the purchase of eight (8) Getac In-Car Camera Systems for the Ardmore Police Department Patrol Services Division utilizing Sourcewell Buyboard from Brite Computers in the total amount of \$47,808.24.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

2. Consideration and Possible Action for the Purchase of a 1/2 Ton Truck for the Water Distribution Department from the Oklahoma State Contract Number SW0035 in the Total Amount of \$38,515.20 and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

A presentation was made by Shawn Geurin, Director of Utilities, to the Commission. He stated that staff requests approval to purchase a ½ ton truck off the Oklahoma State Contract, SW0035, from Vance Country Ford. The Price for this vehicle is \$38,515.20. This truck is in the current Water Distribution Department budget. Staff recommends the approval of purchasing a ½ ton truck off the Oklahoma State Contract from Vance Country Ford in the amount of \$38,515.20.

Motion was made by Vice-Mayor Sjulín and seconded by Commissioner Plesher to approve the purchase of a 1/2 ton truck for the Water Distribution Department from the Oklahoma State Contract Number SW0035 in the total amount of \$38,515.20.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

D. NEW BUSINESS

None

E. ADJOURN

Motion was made by Commissioner Credle and seconded by Vice-Mayor Sjulín to adjourn from this meeting.

Ayes: Pfau, Credle, Plesher, Sjulín, Ellis
Nays: None

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5996
Meeting Date February 5, 2024

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Approval of Water Rights Purchase Option Agreement between Gene Travis Ritter III, and Speake Ranch Trust and Speake Land Holdings, LLC ("SELLER") to City of Ardmore Oklahoma, a municipal corporation and Ardmore Public Works Authority, a public trust ("BUYER").

Dear Trustees:

Please find attached a copy of the Water Rights Purchase Option Agreement with Attachment A Contract of Sale between Gene Travis Ritter III, and Speake Ranch Trust and Speake Land Holdings, LLC ("SELLER") to City of Ardmore Oklahoma, a municipal corporation and Ardmore Public Works Authority, a public trust ("BUYER"). This option allows for the grant of an option to purchase water rights from Gene Travis Ritter. The purchase price for the option is \$25,000.00 and will be deposited with Stewart Title Company of Oklahoma, Inc and is nonrefundable to BUYER unless the title requirements are not met by the Seller. The option must be exercised within 12 months. It also grants the Buyer the right to enter the property for the purpose of drilling test wells to determine the suitability of the water under the property. Once the Option is exercised the Contract of Sale will be brought back to the City Council for final approval to close on the water rights.

Staff recommends the approval of the attached Water Rights Purchase Option Agreement.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: _____


APWA Manager

Water Rights Purchase Option Agreement

THIS PURCHASE OPTION dated _____ day of _____, 2024, is hereby granted by Gene Travis Ritter III, and Speake Ranch Trust and Speake Land Holdings, LLC ("SELLER") to City of Ardmore Oklahoma, a municipal corporation and Ardmore Public Works Authority, a public trust ("BUYER").

SELLER Is the owner of the rights to the following described real property and the groundwater rights thereunder located In Carter County, Oklahoma; described as follows, to wit:

Legal Description is attached hereto as Exhibit 1

BUYER desires to obtain an option to purchase the groundwater rights underlying said property on the terms set forth below.

In consideration of the sum of TWENTY- FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00) (the "Option Price") paid by BUYER to SELLER, which sum shall be applied to the purchase price of the groundwater rights in the event this option to purchase is exercised, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Option.** SELLER offers to sell and convey to BUYER and hereby grants to BUYER the exclusive and irrevocable option to purchase the groundwater rights, and all the rights, ways, privileges, and appurtenances belonging or in anywise appertaining thereto, subject to the terms and conditions set forth below and in the form of contract of sale which is attached as a part of this Agreement and is designated as Exhibit "A" (the "Contract of Sale").

2. **Consideration.** The purchase price for the option is TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00) (the "Option Price"), which BUYER has deposited with Stewart Title Company of Oklahoma, Inc., Ardmore, Oklahoma (the "Closing Agent"). The option payment is non-refundable to BUYER unless the title requirements below are not met by SELLER. If BUYER fails to exercise the option, the Closing Agent shall pay the Option Price to SELLER upon the expiration of the twelve (12) months Option Period (as defined below) as set forth herein. If BUYER exercises the option, the Closing Agent shall apply the Option Price as the Earnest Money pursuant to the terms of the Contract of Sale attached here as Exhibit "A". NOT WITHSTANDING ANY OF THE FOREGOING if, in the sole discretion of the BUYER, the water samples from the test wells prove not to be of adequate quality or quantity to satisfy the BUYER's commercial purposes, then the BUYER may in its sole discretion either allow the Option Period to expire, or exercise the option. SELLER shall consent to the BUYER applying to the Oklahoma Water Resources Board for a permit to use the water obtained hereunder for municipal purposes and for well location permits. As part of this consent, SELLER agrees to execute the Landowners' Consent and any other documents as may be necessary for the Oklahoma Water Resources Board to permit the water to be purchased herein under the option.

3. **Title.** Within twenty (20) days from the date of this option, SELLER shall furnish to BUYER an abstract of title, certified and extended to, or beyond the date hereof, showing marketable title to the real property and the groundwater thereunder in SELLER according to the title standards adopted by the Oklahoma Bar Association subject to (i) existing zoning ordinances, (ii) restrictions of record, and (iii) rights of way and easements of record, (collectively the "Permitted Title Exceptions"). BUYER shall have Twenty (20) days after the receipt of abstract within which to submit in writing any objections to the title. In the event objections are raised to the title by BUYER, SELLER shall have sixty(60) days in which to elect to cure such objections and, if necessary, file the same of record at SELLER's sole cost and expense, Within thirty (30) days following receipt by SELLER of BUYER's objections, SELLER shall provide BUYER written notice of its election to either cure or not cure each objection within such sixty (60) day period. In the event SELLER does not elect to cure, BUYER's objections to the title, then BUYER may at its sole option within five (5) days of receipt of SELLER'S election not to cure such objections, either waive the unsatisfied objections in Writing which shall then become Permitted' Title Exceptions and proceed to consummate this transaction or terminate this Agreement and SELLER shall return the Earnest Money to BUYER. Thereafter SELLER and BUYER will have no further obligations to one another with respect to this Agreement. Failure of BUYER to terminate this Agreement in writing as provided above shall be construed as a waiver by BUYER of the objections as provided above.

4. **Time for Exercise.** BUYER's option to purchase the groundwater rights must be exercised by BUYER within twelve (12) months of the day this Agreement is executed (the "Option Period"): If the option to purchase is not exercised on or before that date, this option to purchase shall automatically cease and terminate, neither party shall have any further rights hereunder at law or in equity, and this Agreement shall be null and void, all without further action or documentation by either party.

5. **Manner of Exercise.** BUYER's option to purchase shall be exercised by the timely delivery to SELLER at SELLER's address set forth below of two (2) copies of the Contract of Sale duly executed by BUYER, and the money deposited herewith shall be applied as the earnest money deposit specified in the Contract of Sale, Promptly upon receiving the same SELLER shall execute both copies of the Contract of Sale and return one (1) fully executed copy to BUYER. The failure of SELLER to execute and return a fully executed copy of the Contract of Sale to BUYER shall not affect its enforceability and the Contract of Sale shall be binding upon and enforceable against SELLER in the same manner as if it had been executed by SELLER and returned to BUYER.

6. **Rights and Obligations of the Parties if the Option Is Exercised.** In the event that BUYER exercises the option to purchase within the time and in the manner hereinbefore provided, then thereafter the rights and obligations of SELLER and BUYER with respect to groundwater under the Property shall be governed by the terms and conditions contained in the Contract of Sale.

7. **SELLER's Covenant.** SELLER hereby covenants and warrants that it is the owner of the Property including the groundwater lying thereunder at the time of the execution of this document, and that there are no other outstanding leases, encumbrances, liens, contracts, or agreements in existence thereon that may preclude the intended use of the property.

8. **BUYER's Right to Drill Test Wells.** SELLER grants BUYER the right to enter upon the Property prior to exercising the option to purchase for the purpose of drilling test wells to determine the suitability of the water available under the property. BUYER shall

have complete discretion in the location, and number of test wells; provided however, that no wells shall be drilled inside the yard fence of any buildings or immediately adjacent to building improvements so as to interfere with their uses. SELLER and BUYER shall co-operate in good faith to establish and agree on well locations so as not to unduly interfere with SELLER'S ranch operations and to minimize the disturbance to SELLER'S ranching operations.

9. **Damages.** BUYER shall not be liable for any injury, or damage arising from drilling said wells, including any damage to the real property or improvements thereto: provided however, in the event that the home dwelling, barns or fences are damaged during the testing process that such damages will be repaired. BUYER agrees to "plug" any wells drilled by SELLER in accordance with applicable Oklahoma Water Resources Board well construction standards.

10. **Notice Addresses.** All notices shall be sent to the following addresses:

SELLER: Travis Ritter, Speake Land Holdings, LLC and Speake Ranch Trust.
22324 State Highway 53
Springer, OK 73458

BUYER: City of Ardmore, Oklahoma
Attention: City Manager
P.O. Box 249
Ardmore, OK 73402

11. **Attorney Fees.** SELLER and BUYER agree that, in the event either the SELLER or BUYER is required to resort to legal proceedings, or to incur expenses of any kind or nature in the enforcement of their rights hereunder, then in such event, the successful party shall have the right to reasonable attorney's fees and the losing party shall be liable in damages for all reasonable attorney's fees and expenses incurred by the successful party in the enforcement of any of their rights hereunder.

12. **Time of the Essence.** Time shall be of the essence of this Option Agreement.

EXECUTED this _____ day of _____, 2024.

SELLER:

Gene Travis Ritter III

Speake Ranch Trust

By _____

Trustee

Speake Land Holdings, LLC

Member/Manager

BUYER: CITY OF ARDMORE, OKLAHOMA &
ARDMORE PUBLIC WORKS AUTHORITY

Sheryl Ellis, Mayor

STATE OF OKLAHOMA)
) ss.
COUNTY OF CARTER)

Before me, on this ____ day of _____, 2024, personally appeared Gene Travis Ritter, individually and as Trustee of Speake Ranch Trust and as Member/Manager of Speake Land Holdings, LLC and Sheryl Ellis, Mayor, to me known to be the identical persons who executed the within and foregoing instrument, 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.

Notary Public

My commission expires:

My commission number is:

EXHIBIT "A"

CONTRACT FOR SALE

THIS AGREEMENT dated and effective as of the date of execution by the SELLER as shown by his signature below, between Gene Travis Ritter III and Speake Ranch Trust and Speake Land Holdings, LLC as SELLER and City of Ardmore, Oklahoma, a municipal corporation, and Ardmore Public Works Authority, a public trust (hereinafter called "BUYER"),

1. Property and Water Rights

- a. *The Groundwater*-. The SELLER hereby agrees to sell to BUYER, and BUYER hereby agrees to purchase from SELLER all groundwater underlying a certain tract of real property in Carter County, Oklahoma owned by the SELLERS pursuant to Title 60, Section 60 of the Oklahoma Statutes and all of the rights to use the groundwater underlying this certain tract of real property,

; more particularly described as follows:

SEE EXHIBIT 1 FOR LEGAL DESCRIPTION (the "Property").

- b. The sale of the Property shall include all real and personal property rights to the water, appurtenances, permits, authorities, licenses, consents and contracts, if any, related to or pertaining to such rights to the Property, and shall include easement rights in easements created pursuant to Section 6 of this Agreement to use the surface of the land for ingress and egress, drilling and equipping water wells, installing and constructing appurtenances relating to such water wells, and to install underground pipe as necessary to transmit the groundwater to BUYER's existing water system.
- c. SELLER' Reservation of Domestic Water Use Rights. Notwithstanding the provisions of Section 1(a) and Section 1(b) of this Agreement, SELLERS reserve unto themselves, their successors and assigns, the right to produce groundwater from the above described surface lands free of charge for de minimis "domestic use" purposes as that term is defined in 82 O.S. 2011, §1020.1 and Okla. Admin. Code 785:30-1-2 (herein "SELLERS' Domestic Water Use Rights"). Domestic use" means the use of water by a natural individual or by a family or household for household purposes, for farm and domestic animals up to the normal grazing capacity of the land and for the irrigation of land not exceeding a total of three (3) acres in area for the growing of gardens, orchards and lawns, and for such other purposes, specified by Board rules, for which de minimis amounts are used;
- i. In the event SELLER'S, or their successors and assigns, subdivide SELLER'S surface real estate into multiple parcels, there is no limitation on the number of beneficial users of SELLER'S Domestic Water Use Rights, provided however, no water wells drilled and completed within 1,320 feet from the outside boundaries of the easement(s) created pursuant to Section 6 of this Agreement.

2. Purchase price. The purchase price for the groundwater is \$1333.00 per acre of

water rights for which SELLER holds marketable title (the "Purchase Price"), of which BUYER has previously deposited TWENTY-FIVE THOUSAND DOLLARS and NO/100 (\$25,000.00) (the "Earnest Money") with Stewart Title of Oklahoma, Inc., Ardmore, Oklahoma (the "Closing Agent"). The BUYER will deliver one-half of the Purchase Price balance to SELLER in cash on the Closing Date as hereinafter defined and BUYER shall deliver to SELLER the remaining one-half of the purchase price to SELLER in cash on or before one year immediately following the initial payment of one-half of the purchase price. No interest charges shall accrue on the second half balance of the purchase price.

3. **Time and Place of Closing.** Unless the parties agree otherwise in writing, closing shall take place within forty-five (45) after satisfaction of requirements set forth in the option agreement.
4. **Title to the Groundwater.** At Closing, upon payment as provided above of the Purchase Price, SELLER shall execute and deliver to BUYER an instrument conveying said groundwater containing covenants of general warranty, subject to any Permitted Title Exceptions. Said instrument shall be prepared at the expense of the BUYER. BUYER shall have the option to purchase a title insurance policy to insure the title to the property purchased in an amount equal to the purchase price set forth herein.
5. **Necessary Easements.** SELLER agrees to execute simultaneously with the Warranty Deed an Easement granting the BUYER the right of ingress and egress across the above-described real property along with the right to construct any improvements necessary to the removal of Ground water from said property, including the right to construct permanent well sites, and all necessary pump stations, drill sites, pipelines, roads, electric lines, and pump stations. SELLER shall not receive any additional consideration, nor shall SELLER be entitled to damages for the use of such easements, or the construction of such improvements described herein. SELLER and BUYER shall co-operate in good faith to establish and agree on well locations so as not to unduly interfere with SELLER'S ranch operations and to minimize the disturbance to SELLER'S ranching operations. SELLER will be entitled to reasonable compensation for any damages to the property caused by construction of any new roadways on the property. All electrical lines installed on the property shall be buried below plow depth.
6. **Possession.** BUYER shall be given possession of the groundwater at Closing, subject to any Permitted Title Exceptions.
7. **Settlement Adjustments.** The cost of all documentary stamps and filing of the instrument of conveyance shall be paid by SELLER. All other fees to be paid at closing shall be equally divided between SELLER and BUYER. The BUYER shall pay their attorney and the SELLER shall pay its attorney for the preparation and negotiation of this contract.
8. **Risk of Loss.** Until Closing, the risk of loss of any part of the groundwater shall be on SELLER, and SELLER shall be entitled to receive all insurance proceeds, therefore. After Closing such risk of loss and all liability shall be upon BUYER.
9. **Liens.** SELLER's and BUYER shall promptly pay when due all items for which they are responsible which may result in the placement of a lien on the Property

and/or the Water Rights.

10. **Continued Operation.** From the date of this Purchase Agreement, SELLER's shall not take any actions (or omit to take any actions) which will harm or diminish the Property, including, but not limited to, encumbering, leasing, selling, transferring or mortgaging all or any portion of the Property.
11. **BUYER's Default.** If BUYER defaults in BUYER's obligation to purchase the Property, SELLER shall have the right, at SELLER's election, to retain the Earnest Money Deposit as liquidated damages and not as a penalty, and upon such election the BUYER shall be released from all further liability hereunder at law and in equity.
12. **SELLER's Default.** If SELLER defaults in SELLER's obligation to sell the Property, BUYER shall have the right to pursue all legal remedies, including specific performance.
13. **Attorney Fees.** SELLER and BUYER agree that, in the event either the SELLER or BUYER is required to resort to legal proceedings, or to incur expenses of any nature in the enforcement of their rights hereunder, then in such event, the successful party shall have the right to reasonable attorney's fees and the losing party shall be liable in damages for all reasonable attorney's fees and expenses incurred by the successful party in the enforcement of any of their rights hereunder.
14. **Miscellaneous Provisions.**
 - (a) This Agreement contains the final and entire agreement between the parties and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.
 - (b) Time is of the essence of this Agreement.
 - (c) The liability of any party to this Agreement shall be both joint and several.
 - (d) This Agreement is binding on the parties and their heirs, personal representatives, and assigns.
 - (e) This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Oklahoma.
 - (f) The covenants and conditions contained herein shall survive the Closing.
 - (g) BUYER acknowledges that SELLER may choose to use the proceeds from the sale of the Subject Property in payment of the purchase price for other real estate in a manner that will qualify as a tax-deferred exchange under §1031 of the Internal Revenue Code. SELLER will be responsible for arranging such tax-deferred exchange in a manner that will not cause additional expense to BUYER. SELLER'S rights under this contract may be assigned to a qualified intermediary, and the purchase price may be paid to such qualified intermediary. BUYER agrees to cooperate with SELLER and the qualified intermediary to the extent required to complete such tax-deferred exchange.

EXECUTED this _____ day of _____, 2024

SIGNATURES AND ACKNOWLEDGMENTS

SELLER:

Gene Travis Ritter III

Speake Ranch Trust

By _____

Trustee

Speake Land Holdings, LLC

Member/Manager

BUYER: CITY OF ARDMORE, OKLAHOMA &
ARDMORE PUBLIC WORKS AUTHORITY

Mayor

STATE OF OKLAHOMA

)

COUNTY OF CARTER

) ss.

)

Before me, on this _____ day of _____, 2024, personally appeared Gene Travis Ritter, individually and as Trustee of Speake Ranch Trust and as Member/Manager of Speake Land Holdings, LLC and Sheryl Ellis, Mayor to me known to be the identical persons who executed the within and foregoing instrument, 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.

Notary Public

My commission expires:

Landowners' Consent

We, Gene Travis Ritter II, and Speake Ranch Trust and Speake Land Holdings LLC, state that we are the surface estate owners of the following described land located in Carter County, State of Oklahoma. to-wit:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT 1

and, in satisfaction of the requirements of 62 O.S § 1020.11 D and OAC 785:30-3-1 (b), do hereby consent to the City of Ardmore, Oklahoma to locate wells, withdraw and use the groundwater underlying said land and make application for a permit to do the same, all for an indefinite term.

Dated _____, 2024.

LANDOWNERS

Signatures

Gene Travis Ritter III

Speake Ranch Trust

BY:

Trustee

Speake Land Holdings, LLC

EXHIBIT 1

SECTION	T - R	ACRES	Book #, pg. #	DESCRIPTION
13	T3S-R2W	160	Book 1961, pg. 61	the S/2 NE/4;
13	T3S-R2W	80	Book 1973, pg. 228	the N/2 NE/4 less and except the oil, gas, and other minerals of Section Thirteen (13); all in Township Three South, Range Two West, Carter County, Oklahoma.
12	T3S-R2W	120	Book 6696, pg. 156	Surface and surface rights only to the E/2 NE/4 and the E/2 W/2 NE/4;
12	T3S-R2W	40	Book 6246, pg. 127	Surface and surface rights only under the SW/4 SE/4 containing 40 acres more or less of Section Twelve (12);
1	T3S-R2W	40	Book 4283, pg. 165	the NW/4 of the NE/4 of Section One (1), Township Three (3) South, Range One (1) West.
1	T3S-R2W	90	Book 3259, pg. 11	the S/2 NE/4 and the NE/4 NW/4 SE/4;
1	T3S-R2W	100	Book 6696, pg. 156	Surface and surface rights only of the S/2 SE/4 SE/4 and the E/2 SW/4 SE/4 and the SE/4 NW/4 SE/4 and the E/2 NE/4 SE/4 and the SW/4 NE/4 SE/4 and the N/2 SE/4 SE/4 except a small tract of land beginning at the NW corner of the SE/4 SE/4 of Section One (1) thence running North according to the US Survey thereof to the center of the West Spring Creek, thence down the center of West Spring Creek as it meanders to the center of Caddo Creek; thence up the center of Caddo Creek to the West line of the SE/4 SE/4 of said Section One (1), thence North to the place of beginning of Section One (1);
1	T3S-R2W	40	Book 6029, pg. 256	Surface and surface rights only in and to the NE/4 NE/4 [also known as Government Lot One (1) containing 39.98 acres more or less, less and except the interest conveyed to the State of Oklahoma by Warranty Deed dated January 14, 2015 and recorded in Book 6027, at Page 171 in the office of the County Clerk of Carter County, Oklahoma, describing the following tract: A strip or parcel of land lying in Government Lot One (1) of Section One (1) T3S R2W, in Carter County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at the NW corner of said Lot One (1), thence N89°40'40"E along the North line of said Lot One (1) a distance of 1,319.01 feet to the NE corner of said Lot One (1), thence S00°20'49"E along the East line of said Lot One (1) a distance of 208.95 feet, thence S89°29'13"W a distance of 16.50 feet to a point on the present West right-of-way line of N-S Section Line Rd. No. 317 (Sneed Road), thence N29°09'12"W a distance of 74.06 feet, thence S89°01'56"W, a distance of 630.02 feet, thence N86°59'14"W a distance of 250.96 feet, thence S89°41'37"W, a distance of 386.53 feet to a point on the West line of said Lot One (1), thence N00°15'08"W along said West line a distance of 136.52 feet to a point of beginning;
1	T3S-R2W	10	Book 6465, pg. 166	the SW/4 NW/4 SE/4 less and except all oil, gas and other minerals in and under the land of Section One (1);

18	T3S-R1W	110	Book 3257, pg. 155	the S/2 SE/4 NW/4 and the N/2 NE/4 SW/4 and the NW/4 SW/4 and NE/4 SW/4 NE/4 and the E/2 NW/4 NE/4 of Section Eighteen (18), all in Township Three South, Range One West, Carter County, Oklahoma;
7	T3S-R1W	240	Book 4764, pg. 134	the NE/4 and the SE/4 NW/4 and N/2 W/2 SE/4 less however, all oil, gas, petroleum, and other minerals and mineral rights previously reserved of Section Seven (7);
8	T3S-R1W	160	Book 3257, pg. 155	the S/2 NE/4 and the N/2 SE/4;
8	T3S-R1W	40	Book 3231, pg. 272	Surface rights only in and to the NW/4 NW/4;
8	T3S-R1W	120	Book 3103, pg. 200	the E/2 NW/4 and the SW/4 NW/4;
8	T3S-R1W	120	Book 2086, pg. 296	the E/2 SW/4 and the SE/4 NW/4 SW/4 and the E/2 SW/4 SW/4 and the SW/4 SW/4 SW/4 less and except all of the oil, gas, and other minerals of Section Eight (8);
9	T3S-R1W	200	Book 3257, pg. 155	the N/2 NW/4 and the NW/4 NE/4 and the E/2 NE/4 of Section Nine (9);
10	T3S-R1W	10	Book 1997, pg. 203	the NW/4 SW/4 NW/4 of Section Ten (10);
6	T3S-R1W	120	Book 3259, pg. 11	the W/2 NW/4 and the NW/4 SW/4;
6	T3S-R1W	9	Book 4474, pg. 172	Surface rights only in N/2 NE/4 SE/4 and an undivided interest in the S/2 NE/4 SE/4 containing 9.09 acres more or less, in Section Six (6);
6	T3S-R1W	120	missing	Parcel ID: 100020875 S/2 SE/4 and the NW/4 of the SE/4 of Section 6.
5	T3S-R1W	140	Book 3257, pg. 155	the W/2 NE/4 NE/4 and the SE/4 NE/4 and the SE/4 NE/4 NE/4 and the NW/4 NE/4 and the W/2 NE/4 SE/4 and the NW/4 SE/4 SE/4;
5	T3S-R1W	30	Book 3925, pg. 20	the SE/4 NW/4 SW/4 and the S/2 SE/4 SE/4 less and except the South 300 feet of the East 300 feet of the SE/4 SE/4 SE/4 containing 2 acres more or less;
5	T3S-R1W	20	Book 3917, pg. 17	the N/2 NW/4 SW/4 and the SW/4 NW/4 SW/4 less and except the West 295 feet of the North 295 feet of the NW/4 NW/4 SW/4 containing two acres more or less;
5	T3S-R1W	30	Book 3910, pg. 176	the SE/4 SW/4 NW/4 and the S/2 SE/4 SE/4; (these parcels are included in other legal descriptions, Book 3259, pg. 11 & 3925, pg. 20. Acreage was counted once for our purposes)
5	T3S-R1W	260	Book 3259, pg. 11	the S/2 NW/4 and the E/2 SW/4 and the E/2 NW/4 NW/4 and the W/2 SE/4 of Section Five (5);
4	T3S-R1W	65	Book 3796, pg. 88	the SE/4 of the NW/4 and the S/2 SW/4 NW/4 and the S/2 NE/4 SW/4 NW/4 and the S/2 NE/4 SW/4 of Section Four (4);
4	T3S-R1W	120	Book 3257, pg. 157	the NW/4 NW/4 NE/4, the NW/4 NE/4 NW/4 NE/4, the S/2 NE/4 NW/4 NE/4 and S/2 NW/4 NE/4 and SW/4 NE/4, the S/2 SE/4 SW/4, the West 165 ft NW/4 SW/4 NE/4 NE/4, the SW/4 NE/4 NE/4, the W/2 NW/4 SE/4 NE/4, the S/2 SW/4 SE/4 NE/4, the NW/4 SW/4 SE/4 NE/4, the W/2 NE/4 SW/4 SE/4 NE/4, the NW/4 NE/4 SE/4, the W/2 N/2 NE/4 NE/4 SE/4, the S/2 NE/4 NE/4 SE/4;
4	T3S-R1W	10	Book 3159, pg. 269	the SE/4 NE/4 SE/4;

25	T2S-R2W	40	Book 4555, pg. 81	the SE/4 SW/4 of Section Twenty-Five (25);
25	T2S-R2W	40	Book 5308, pg. 294	surface and surface rights only in the SW/4 SE/4;
26	T2S-R2W	60	Book 3257, pg. 155	the S/2 SE/4 SE/4, the S/2 SW/4 SW/4, and the S/2 SE/4 SW/4;
35	T2S-R2W	180	Book 3257, pg. 155	the N/2 NE/4 and the SW/4 NE/4 and the SE/4 NW/4 and the E/2 NE/4 NW/4 of Section Thirty-Five (35);
36	T2S-R2W	180	Book 3257, pg. 155	the N/2 SW/4 and the SE/4 SW/4 and the W/2 E/2 SW/4 NW/4 and the W/2 SW/4 NW/4 and the N/2 SW/4 SW/4 and the SE/4 SW/4 SW/4 of Section 36;
36	T2S-R2W	10	Book 3159, pg. 270	Surface rights in and to the SW/4 SW/4 SW/4;
36	T2S-R2W	150	Book 4555, pg. 81	the NE/4 NW/4 and N/2 SE/4 NW/4 and the SW/4 SE/4 NW/4 and the E/2 E/2 W/2 NW/4 and the N/2 NE/4 less and except oil, gas, minerals, and mineral rights therein and thereunder and which may be produced therefrom;
36	T2S-R2W	1	Book 6676, pg. 308	Surface and surface rights only the West 100 feet of the East 180 yards of the SW/4 NE/4;
36	T2S-R2W	10	Book 4801, pg. 192	Surface and surface rights only, the SE/4 SE/4 NW/4 containing 10 acres more or less of Section Thirty-Six (36); all in Township Two South, Range Two West, Carter County, Oklahoma.
28	T2S-R1W	20	Book 3257, pg. 157	the S/2 SW/4 SW/4;
29	T2S-R1W	50	Book 3257, pg. 157	the S/2 SE/4 SE/4 and the NE/4 SE/4 SE/4 and the S/2 SW/4 SE/4;
30	T2S-R1W	10	Book 6888, pg. 22	the SW/4 SW/4 SE/4;
30	T2S-R1W	10	Book 7000, pg. 83	the SW/4 SE/4 SE/4;
30	T2S-R1W	40	Book 6713, pg. 220	the SE/4 SW/4;
30	T2S-R1W	40	Book 3257, pg. 157	the SW/4 SW/4;
31	T2S-R1W	80	Book 6376, pg. 273	Surface and surface rights only in and to the NE/4 NW/4 and the W/2 NW/4 NE/4 and the W/2 E/2 NW/4 NE/4 and the North 15.26 feet of the N/2 SE/4 NW/4 and the North 15.26 feet of the NW/4 SW/4 NE/4 together with the 50 ft road easement appurtenant thereto; the W/2 NE/4 NE/4 and the E/2 E/2 NW/4 NE/4 and the North 220.28 feet of the West 988.76 feet of the East 1022.34 feet of the SW/4 NE/4;
31	T2S-R1W	160	Book 3257, pg. 155	the W/2 NW/4 and the W/2 SW/4;
31	T2S-R1W	48	Book 5941, pg. 85	the South 515.46' of the S/2 SE/4 NE/4 and the N/2 NE/4 SE/4 and the SE/4 NE/4 SE/4;
31	T2S-R1W	20	Book 5941, pg. 85	the E/2 SE/4 SE/4 less point of beginning in the SE corner of the SE/4 SE/4 less W570, N300, W90, S300, E660 to point of beginning of Section Thirty-One (31);
32	T2S-R1W	30	Book 6376, pg. 273	the North 627 feet of the S/2 NW/4 NW/4 and the North 627 feet of the West 416.85 feet of the SW/4 NE/4 NW/4;
32	T2S-R1W	320	Book 3257, pg. 155	the E/2 of Section Thirty-Two (32).
32	T2S-R1W	72	Book 5558, pg. 1	the W/2 of the SW/4 of Section Thirty-Two (32).

33	T2S-R1W	325	Book 3257, pg. 157	<p>the N/2 NW/4, the N/2 SW/4 NW/4, the NW/4 SE/4 NW/4, the SW/4 NW/4 NE/4, the SE/4 NE/4 NE/4, the N/2 SE/4 NW/4 NE/4, the N/2 SW/4 NE/4, the W/2 SW/4 NE/4, the N/2 SE/4 SW/4 NW/4, the W/2 SW/4 NW/4, the NE/4 SW/4 NW/4, the S/2 SE/4 NW/4, the S/2 SE/4 SW/4 NW/4, the S/2 SW/4 SE/4 NE/4, the SW/4 SE/4 SE/4 NE/4, the W/2 W/2 NW/4 SW/4, the NE/4 NE/4 NW/4 SW/4, the N/2 NW/4 NE/4 SW/4, the SE/4 NW/4 NE/4 SW/4, the NE/4 NE/4 SW/4, the NW/4 NW/4 SE/4, the N/2 SE/4 NE/4 SW/4, the N/2 S/2 NW/4 SE/4, the N/2 SW/4 NE/4 SE/4, the NW/4 SW/4 SW/4, the S/2 NE/4 SW/4 SW/4, the S/2 N/2 SE/4 SW/4, the SW/4 NW/4 SW/4 SE/4, the S/2 SW/4 SW/4, the S/2 SE/4 SW/4, and the W/2 SW/4 SW/4 SE/4 of Section Thirty-Three (33);</p>
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