

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”), executed on the date set out herein, by and between **Lillian Wood, a single woman (“SELLER”)**, and **The City of Oklahoma City, a municipal corporation, (“BUYER”)**.

WITNESSETH

1. **Property.** For and in consideration of the mutual covenants and agreements hereinafter set forth, BUYER agrees to purchase from SELLER and SELLER agrees to sell, transfer and convey to BUYER that certain tracts of real property (excluding any oil & gas mineral interests) situated in Oklahoma County, Oklahoma to wit (hereinafter “Property”):

See Attachment “A” for legal description.

2. **Purchase Price.** The purchase price which BUYER shall pay to SELLER for the Property shall be paid at the time of closing by check in the amount of One Hundred Thirty Thousand Dollars Two Hundred Forty-Three and 56/100 (\$130,243.56), less apportionments and adjustments as provided herein.

3. **Time and Place of Closing.** Unless otherwise agreed to in writing by BUYER and SELLER, Closing shall take place forty-five (45) calendars days from the BUYER executing this Agreement. Closing shall take place at the offices of **Stewart Title of Oklahoma, 701 N. Broadway Avenue, Suite 300, Oklahoma City, Oklahoma 73102**, or at such other location that is mutually agreeable to both parties. BUYER and SELLER agree that if this Agreement is not executed by BUYER within ninety (90) calendar days of SELLER’s execution and delivery of the Agreement, SELLER’s offer to sell the property to BUYER shall lapse.

4. **Apportionments and Adjustments.** The following items are to be apportioned to and adjusted between SELLER and BUYER as of the close of business on the Closing Date and are to be assumed and paid thereafter by BUYER:

- (a) all utilities, if any;
- (b) all real estate taxes, general or special, and all other public or governmental charges or assessments against the Property, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto), whether assessments have been levied or not as of the Closing Date.

5. **Pre-Closing Requirements.** Within thirty (30) days from the date of execution of this

Agreement by the City Council of The City of Oklahoma City, or such later time as may be provided for with respect to specific matters, BUYER, at the BUYER's sole cost and expense, may obtain each of the following items:

- 5.1. ***Title Insurance Commitment.*** BUYER may obtain a commitment for an ALTA 1996 owner's policy of title insurance (the "Commitment") issued by the Title Company in the amount of the Purchase Price, showing marketable record title to the Property, in the SELLER according to the Title Standards adopted by the Oklahoma Bar Association, subject to recorded plat restrictions, recorded utility easements and zoning ordinances, including any of the oil, gas and other minerals not previously reserved or conveyed of record, and subject to such other exceptions or encumbrances of record which may be approved in writing by the BUYER (the "Permitted Title Exceptions"). Copies of all instruments constituting an exception in the Commitment shall accompany the Commitment. BUYER shall have thirty (30) working days after receipt of the Commitment within which to submit in writing any objections to the title to SELLER.

The owner's policy, when issued, shall insure over encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection, and shall delete all exceptions relating to survey matters and to mechanic's and materialmen's liens.
- 5.2. ***Survey.*** BUYER may obtain an "as built" survey, prepared in accordance with ALTA/ACSM Minimum Standard Detail Requirements covering the Land, showing all Improvements, fences, easements, rights-of-way, building lines, roads and/or alleys and showing no encroachments upon the Land and no encroachments by any of the Improvements onto the adjacent property or onto recorded rights-of-way or easements. The survey shall be prepared by a registered land surveyor and shall contain a certification in favor of BUYER and the Title Company that the survey is correct and accurate, the form and content of which certification shall in any event be approved by the Title Company for purposes of deleting the standard survey exceptions from the owner's policy of title insurance.
- 5.3. ***UCC Search.*** BUYER may obtain a Uniform Commercial Code search to verify that all Property hereunder is free from any security interest.
- 5.4. ***BUYER's Objections; SELLER's Option to Cure.*** Upon BUYER's receipt and review of the items enumerated in this Section 5, above, in addition to any objections to the condition of the Property, as otherwise provided in this Agreement, BUYER shall be entitled to deliver specific written objections to SELLER as to any of such items (the "Objections"). Any Objections of BUYER not described in a written notice delivered to SELLER within thirty (30) days of BUYER's receipt of the items enumerated in this Section 5, above, shall be deemed waived by BUYER. Upon the SELLER's receipt of such Objections, the SELLER shall be entitled to deliver within seven (7) days written notice to BUYER to the effect that prior to Closing, the

SELLER will, at the SELLER's sole cost and expense, satisfy one or more of BUYER's Objections or that the SELLER is either unable or refuses to satisfy either one or all of the Objections, in which event BUYER shall be entitled to either (i) terminate this Agreement, or (ii) waive any such Objection in writing and proceed to closing.

6. ***Events Occurring at Closing.***

6.1 ***SELLER's Performance.*** SELLER shall deliver to BUYER:

- (a) A good and sufficient Special Warranty Deed, fully and duly executed and acknowledged, conveying fee simple title in and to the Property to BUYER excluding any of the oil, gas and other minerals, and subject only to the Permitted Title Exceptions.
- (b) A *Bills Paid* affidavit executed by SELLER and verifying that there are no unpaid bills for labor performed, material supplied or services provided for or to the Property prior to the Closing.
- (c) SELLER shall meet and/or cure all requirements contained in the Commitment for the Property and cure Liens and defects impacting the marketability of title to the Property, if any.
- (d) SELLER shall provide reasonable evidence of SELLER's authority to perform the transaction as contemplated by this agreement, including adequate proof of identity, including but not limited to photograph, identification, social security cards, corporate, and/or any other documentation deemed necessary.

6.2 ***BUYER's Performance.*** BUYER shall deliver to SELLER:

- (a) The purchase price payable by BUYER check (less any prorations, credits or other adjustments if applicable).

7. ***Closing Costs.***

7.1 ***City's Costs.*** BUYER and SELLER agree to each pay one-half of the closing cost, which may include the following:

- (a) Any and all costs of bringing the abstract up to date.
- (b) Recording fees for the Warranty Deed.
- (c) Any escrow or closing fees charged by the Title Company if utilized for purposes of closing.

7.2 ***SELLER's Costs.*** SELLER shall pay the following costs and expenses in connection with the closing:

- (a) Any real estate commissions of SELLER's realtor and/or representative.
- (b) Recording fees for any title curative documents.
- (c) Documentary Stamp taxes.
- (d) Any expenses attributable to a possible 1031 transaction.

7.3 ***Other Costs.*** All other expenses incurred by SELLER or BUYER with respect to the consummation of the transaction contemplated by the Agreement, including but not limited to attorney's fees of BUYER and SELLER, are to be borne and paid exclusively by the party incurring same, without reimbursement except to the extent otherwise specifically provided in this Agreement.

8. ***Possession and Condition of the Property.*** Possession of the Property shall be given to the BUYER on the date of official Closing. BUYER to notify SELLER what items, if any, need to be removed from Property prior to SELLER's and BUYER's approval of Agreement. If, upon receipt of the notice from BUYER of items to be removed from the Property, SELLER approves the Agreement, then such items shall be removed from Property prior to Closing at SELLER's sole cost and expense. If any additional items are placed upon Property after BUYER inspection and request for removal, without SELLER's knowledge, consent or approval, then SELLER shall have said additional items removed prior to Closing at SELLER's sole cost and expense up to an amount not exceeding \$5,000.00. SELLER also agrees (if requested by the BUYER) to a final property inspection by the BUYER or its designated representative on or before Closing. Except as otherwise stated herein, BUYER's acceptance of the Property shall be "As Is."

9. ***Access Pending Closing.*** Prior to Closing, BUYER, BUYER's consultants, agents, architects and contractors shall have the right to enter the Property, at their own risk and at reasonable times, for the purpose of examination and study. Entries shall be made at such times and in such a manner as to not interfere with SELLER. BUYER shall give SELLER at least twenty-four (24) hours advance notice of any such entry. Upon request, SELLER shall deliver to BUYER, without charge, copies of all drawings, specifications, utility plans, and other plans and engineering data with respect to the Property that are in the possession of SELLER.

10. ***SELLER's Representations and Warranties.*** SELLER hereby makes the following representations to BUYER:

10.1 ***Violations.*** To the best of the SELLER's knowledge, information and belief, there are no violations of, and SELLER has received no notice or other record of

any violations of, any federal, state or local laws, ordinances, orders, regulations and requirements affecting the Property.

- 10.2 ***Full Disclosure.*** The SELLER knows of no materially adverse fact affecting or threatening to affect the Property which has not been disclosed to BUYER in this Agreement.
- 10.3 ***Litigation.*** To the SELLER's knowledge, there is no action, suit, proceeding, or investigation pending, or threatened, against the SELLER or the Property, which would material adversely affect the Property, including, without limitation, those relating in any way to Environmental Laws or Hazardous Substances.
- 10.4 ***Rights, Title and Interest to the Property.*** SELLER represents and warrants that SELLER and/or its assigns owns all, right, title and interest in the Property that is the subject of this Agreement as described in Section 1 and that no other entities have or claim to have any right title or interest in said Property.
- 10.5 ***Encumbrances.*** To the SELLER's knowledge, the property is not subject to or encumbered by any lease, leases or leasehold interests that cannot be terminated by the SELLER prior to closing.
- 10.6 ***Completeness of Representations.*** No representation made by the SELLER in this Agreement intentionally contains any untrue statement of a material fact or intentionally omits to state any material fact necessary to make the statements contained not false or misleading.
11. ***Default and Penalties.***
- 11.1 ***BUYER Defaults. SELLER's Remedies.***
- (a) ***BUYER Defaults.*** BUYER shall be deemed to be in default hereunder in the event that BUYER shall fail to comply with or observe any covenant, agreement, or obligation on BUYER's part to be performed within the time limits and in the manner required herein or in the event any of the conditions precedent described herein shall not have been complied with or waived by the SELLER.
- (b) ***SELLER's Remedies.*** In the event BUYER shall be deemed to be in default by virtue of the occurrence of any one or more of the events specified herein, the SELLER may, as the SELLER's sole and exclusive remedy for such default, terminate this Agreement by written notice delivered to BUYER on or before Closing Date.
- 11.2 ***SELLER Defaults. BUYER's Remedies.***

- (a) *SELLER Defaults.* SELLER shall be deemed to be in default hereunder in the event that the SELLER shall fail to comply with or observe any covenant, agreement, or obligation on the SELLER's part to be performed within the time limits and in the manner required herein or in the event any of the conditions precedent described herein shall not have been complied with or waived by the BUYER.
- (b) *BUYER's Remedies.* In the event SELLER shall be deemed to be in default by virtue of the occurrence of any one or more of the events specified herein, the BUYER may, as the BUYER's sole and exclusive remedy for such default, terminate this Agreement by written notice delivered to SELLER on or before Closing Date

12. ***Real Estate Taxes.*** Real estate taxes and special assessments against the Property which are payable on an annual basis (including district, sanitary commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) shall be adjusted between the parties as of the date of Closing and assumed and paid thereafter by BUYER. If the amount for ad valorem taxes for the current tax year has not been fixed by the date of Closing, the proration of such taxes shall be based upon the rate of levy for the preceding tax year.

13. ***Commissions.*** SELLER shall pay all real estate commissions and brokerage fees arising out of this Agreement and the consummation of the transactions contemplated hereby. BUYER warrants and represents to SELLER that BUYER has not used the services of any real estate agent, broker or finder.

14. ***Notices.*** Any notices required or permitted to be given by either party to the other shall have been deemed to have been served when hand delivered or, if the United States Mail is used, on the three (3) business days after the notice is deposited in the United States Mail, postage prepaid, registered or certified mail, or if overnight courier is used, within one (1) business day following timely remittance with a nationally recognized overnight courier, and addressed to the parties as follows:

To SELLER: Lillian Wood
c/o David D. Kennedy
6701 W. Hefner Road, Suite A
Oklahoma City, OK 73162
ddk@ddkennedylaw.com

To BUYER: City of Oklahoma City, Parks Department
Attn: Brandon Boydston
420 West Main Street, Suite 210

Either party, by written notice to the other, may change its address to which notices are to be sent.

15. **Entire Agreement.** This Agreement contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties or their successors or assigns.

16. **Headings.** The headings in this Agreement are for convenience of reference only and do not constitute a part hereof.

17. **Governing Law.** This Agreement shall be construed, interpreted and enforced according to the laws of the State of Oklahoma without regard to principals of conflict of laws.

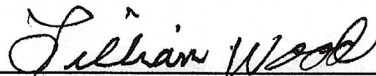
18. **Acceptance of agreement by City Council.** SELLER understands and agrees that this agreement is not binding until it has been brought before the Council of the City of Oklahoma City, ratified, and executed by the appropriate officers. This Agreement is to be binding upon the heirs, trustees, administrators, executors and assigns to the parties hereto.

19. **Assignment.** BUYER may not sell, assign, or transfer this Agreement without the approval of SELLER.

20. **Authority.** SELLER has the legal right and power to enter into and carry out the transaction described in this Agreement and has taken such action necessary to authorize the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Real Estate Purchase Agreement and affixed their seals as of the date and year first above written.

SELLER


LILLIAN WOOD


SELLER'S ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma)

This instrument was acknowledged before me on this 18th day of March, 2025, by Lillian Wood.

My Commission number: 24007905

My Commission expires: 06/18/2028



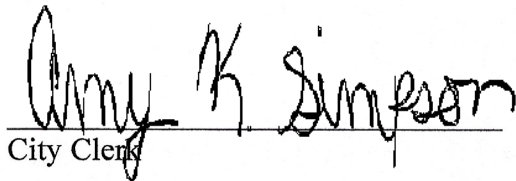
Signature of Notary Public



PURCHASER'S ACKNOWLEDGMENT

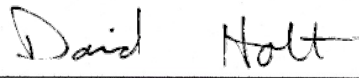
APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this 6TH day of MAY, 2025.

ATTEST:



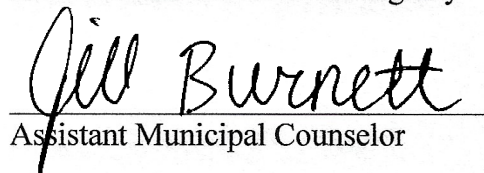
City Clerk





MAYOR

REVIEWED for form and legality



Assistant Municipal Counselor

ATTACHMENT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land lying in the Southwest Quarter (SW/4) of Section Six (6), Township Eleven (11) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter (SW/4) of Section 6, T-11-N, R-4-W, I.M.;

THENCE N 00°25'34" W on the West line of said Southwest Quarter (SW/4) a distance of 157.40 feet to the Point of Beginning, said point being the centerline of Mustang Creek;

THENCE N 65°40'15" E along the centerline of Mustang Creek a distance of 84.66 feet;

THENCE S 77°14'18" E and continuing along the centerline of Mustang Creek a distance of 86.01 feet;

THENCE S 37°41'23" E and continuing along the centerline of Mustang Creek a distance of 122.67 feet;

THENCE S 23°12'15" E and continuing along the centerline of Mustang Creek a distance of 85.57 feet to a point on the South line of said Southwest Quarter (SW/4);

THENCE S 89°28'40" E on the South line of said Southwest Quarter (SW/4) a distance of 222.43 feet to a point on the centerline of Mustang Creek;

THENCE N 20°01'49" E along the centerline of Mustang Creek a distance of 193.59 feet;

THENCE N 11°10'27" E and continuing along the centerline of Mustang Creek a distance of 143.32 feet;

THENCE N 01°53'28" W and continuing along the centerline of Mustang Creek a distance of 72.40 feet;

THENCE N 12°09'48" E and continuing along the centerline of Mustang Creek a distance of 321.33 feet;

THENCE N 30°08'27" E and continuing along the centerline of Mustang Creek a distance of 97.25 feet;

THENCE N 79°20'13" W a distance of 297.21 feet;

THENCE N 59°20'22" W a distance of 482.73 feet to a point on the West line of said Southwest Quarter (SW/4);

THENCE S 00°25'34" E on the West line of said Southwest Quarter (SW/4) a distance of 932.38 feet to the point of beginning.

Said tract contains 11.74 acres +/-.

The basis of bearing for this survey is the West line of the Southwest Quarter (SW/4) of Section Six (6), Township Eleven (11) North Range Four (4) West of the Indian Meridian, having a bearing of North 00°25'34" West utilizing Grid North as established by Oklahoma State Plane System, NAD-83/2011, North Zone, U.S. Survey Feet.

ATTACHMENT "B"

SURVEY OF THE PROPERTY

(See Following Page)

Darren M. Smith
DARREN M. SMITH
PROFESSIONAL LAND SURVEYOR # 1552