

**CITY OF STILLWATER
STILLWATER GIRLS, INC.
PROPERTY EXCHANGE AGREEMENT**

THIS AGREEMENT, entered in to this ___ day of _____, 2016, by and between the City of Stillwater, a municipal corporation ("Stillwater"), and the Stillwater Girls, Inc. ("Stillwater Girls"),

WITNESSETH:

WHEREAS, Stillwater Girls Inc., was formed by members of the former Stillwater Girl Scouts Council to sponsor Girl Scout programs in Stillwater and administer properties owned and/or leased on behalf of said Council; and

WHEREAS, the City of Stillwater has previously entered into long-term leases with Stillwater Girls for the use of properties located at Boomer Lake Park and at 317 W. 12th Avenue, commonly known as the "Girl Scout Lodge"; and

WHEREAS, the legal description for these facilities is set forth in Exhibit "A," hereto; and

WHEREAS, Stillwater Girls has expended considerable sums improving the "Girl Scout Lodge," including the costs of constructing the building presently occupying said property and contributing to the purchase of an adjoining lot for parking; and

WHEREAS, the existing lease agreements have become burdensome to administer and unnecessarily restrict the use of said properties.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY OF STILLWATER AND STILLWATER GIRLS INC., AGREE AS FOLLOWS:

Surrender of Lease: Stillwater Girls shall surrender its lease to the Boomer Lake Property identified in Exhibit "B" to the City of Stillwater. Stillwater Girls shall execute a release of all rights under said lease in favor of the City of Stillwater on or before the date of closing identified herein.

Conveyance of Title: Stillwater shall convey all of its right title and interest to the real property located at 317 W. 12th Avenue to Stillwater Girls. Said conveyance shall be by quit claim deed and shall occur on or before the closing date identified herein.

Charter Requirements: Stillwater represents, and Stillwater Girls acknowledges, that the total value of the real property obtained by Stillwater Girls through this agreement and quit claim deed, is less than two hundred fifty thousand dollars (\$250,000.00), and is therefore not subject to the conveyance restrictions set forth in Section 4.2 of the Stillwater City Charter.

Title Examination: Stillwater and Stillwater Girls each waive any requirement for a title examination and opinion, or physical inspection of the real property, and accept the conveyances herein "as is." Stillwater does not warrant title to the property conveyed herein, however the Stillwater does covenant to assist Stillwater Girls should a title examination requirement mandate the modification of a conveyance executed pursuant to this agreement.

Attorney Fees, Costs: Stillwater and Stillwater Girls shall individually bear the cost of any filing or attorney fees.

Property Taxes: Stillwater and Stillwater Girls acknowledge that the real property conveyed pursuant to this agreement was in the public domain and not subject to ad valorem taxes prior to conveyance. Stillwater makes no representation as to the tax exempt status of the real property conveyed to Stillwater Girls after the date of conveyance under this agreement.

Closing Date: This transaction shall be closed at the office of the City Attorney on or before March 30, 2016 unless closing is extended by written agreement of Stillwater and Stillwater Girls.

Default Provisions:

A. If either party wrongfully refuses to close, either party may, at its option, pursue any legal or equitable remedy for the breach of this agreement by the other party.

B. In the event litigation is initiated to enforce any provision of this agreement, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, attorney's fees and court costs.

Entire Agreement: This agreement, when executed by both Stillwater and Stillwater Girls, shall be binding upon and inure to the benefit of Stillwater and Stillwater Girls, their respective heirs, legal representatives, successors and assigns. This agreement and the other closing documents set forth the complete understanding of Stillwater and Stillwater Girls and supersedes all previous negotiations, representations and agreements between them. This Contract can only be amended, modified, or assigned by written agreement signed by both Stillwater and Stillwater Girls.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

Gina J. Noble, Mayor

(SEAL)
ATTEST:

Elizabeth Chrz, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2016.

John E. Dorman, City Attorney

STILLWATER GIRLS, INC.

By: _____, President

(SEAL)
ATTEST:

Secretary

EXHIBIT "A"
Legal description
317 W. 12th Avenue

Lots Three (3) and Four (4) in Block Sixty-three (63), Original Town, now City of Stillwater, Payne County, State of Oklahoma

and

Lot Six (6) in Block Two (2), Sunny Side Addition to the City of Stillwater, Payne County, State of Oklahoma

LEASE AGREEMENT

WHEREAS, The Girl Scouts, Stillwater, Oklahoma, have need of an area set aside solely and exclusively for their own use in their scouting activities, and

WHEREAS, the City of Stillwater, Oklahoma, a municipal corporation has ample area at the Boomer Lake area to set aside a portion thereof for said Girl Scouts without restricting or curtailing the recreational activities of the general public in the recreational area owned by the City of Stillwater, and

WHEREAS, the City of Stillwater and said Girl Scouts desire to enter into a lease agreement for the use and enjoyment of said lands,

NOW, THEREFORE IT IS MUTUALLY AGREED by and between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter known as Lessor, and the Girl Scouts, hereinafter known as Lessee, that the lessor hereby leases to the lessee, the following described property, located in Payne County, Oklahoma, to-wit:

The West Half (W/2) of the North 200 feet of the South 30 acres of the West Half (W/2) of the Northwest Quarter (NW/4) of Section Two (2), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma,

for a period of ninety-nine years from the date hereof, and as a consideration therefor, the Girl Scouts are to pay to the City of Stillwater, Oklahoma, the sum of \$1.00, the receipt of which is hereby acknowledged.

IT IS AGREED that the lessee may have the use and possession of said described property for the full term of ninety-nine years unless the lessee abandons the same during said term or does not use the same for Girl Scout purposes or allows other persons, organizations or associations to use the same contrary to the wishes of the lessor and in the event of any such contingencies happening, then said lease is null and void and second party agrees to surrender possession to lessor without notice.

Lessee has the right to make all improvements desired on said property and upon the surrender of the possession of said property or the termination of this lease the lessee shall have the right to remove any and all improvements provided it may be done without injury to the property of the lessor.

IT IS MUTUALLY AGREED that the City of Stillwater, Oklahoma, is hereby held free from any liability of any nature, to the lessee, its officers and members, and to all their guests and invitees, whether personal injury, property damage or otherwise, during the term of this lease.

WITNESS our hands the day and date first above written.

THE CITY OF STILLWATER, OKLAHOMA,
a municipal corporation, LESSOR
BY: *[Signature]*
Commissioner-Mayor

ATTEST:

[Signature]
Commissioner of Revenue and Accounting, and
Ex-Officio Clerk of the Board of Commissioners.

GIRL SCOUTS, STILLWATER, OKLAHOMA,
LESSEE.

BY: *[Signature]*