

REAL ESTATE DONATION AGREEMENT

This agreement made and entered into this ____ day of _____, 2016 by and between the City of Stillwater, Oklahoma, a municipal corporation and Stillwater Utilities Authority, a public trust, hereinafter collectively referred to as "Stillwater", and Bushwood, L.L.C, an Oklahoma Limited Liability Company (Donor),

WITNESSETH:

WHEREAS, Stillwater owns and operates a municipal water treatment plant and distribution system that serves residents of the City of Stillwater and adjoining areas of Payne County, Oklahoma; and

WHEREAS, Bushwood, L.L.C. is the owner of a tract of land located at 5200 West Sixth, Payne County, Oklahoma, more particularly described in Attachment "A".

WHEREAS, Stillwater has negotiated an agreement with Bushwood, L.L.C. for the donation of a portion of a larger property (described in Attachment "A") for the purpose of constructing a water distribution booster pump station and appurtenant improvements at said location in accordance with the attached site development plans with phased drainage detention facility as indicated in Attachments "B-1 and B-2".

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER AND BUSHWOOD, L.L.C. AGREE AS FOLLOWS:

1. PROPERTY DONATION: Bushwood, L.L.C. agrees to donate and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, the following described real estate situated in Payne County, State of Oklahoma, to-wit:

*Said Tract being a part of the following described parcel of land as follows to-wit:
The Southeast Quarter (SE/4) of Section Eighteen (18), Township Nineteen (19) North,
Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of
Oklahoma:*

Commencing at the Southeast Corner of said Southeast Quarter; **THENCE**, South 89° 19' 26" West along the South line of said Southeast Quarter, a distance of 1737.85 feet; **THENCE**, North 00° 29' 39" West, a distance of 213.76 feet; **THENCE**, North 00° 30' 08" West a distance of 20.44 feet; **THENCE**, North 00° 29' 37" West a distance of 292.87 feet, to the **Point of Beginning**; **THENCE**, South 89° 13' 37" West a distance of 90.00 feet; **THENCE**, North 00° 29' 37" West a distance of 120.00 feet; **THENCE**, North 89° 13' 37" East a distance of 90.00 feet; **THENCE**, South 00° 29' 37" East a distance of 120.00 feet, to the point of beginning.

Said Fee Simple contains 0.2479 acres more or less.

SEE EXHIBIT "A-3"

together with all the appurtenances thereunto belonging, subject to existing restrictions, uses, easements, rights of way, and mineral rights previously reserved or conveyed of record, hereinafter referred to as "Property."

2. EASEMENTS.

2a. DRAINAGE EASEMENT A-1: Bushwood, L.L.C agrees to donate and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, a drainage easement, for a future detention site to be constructed onsite by Bushwood, L.L.C, its respective heirs, legal representatives, successors and assigns, at its cost, over the following described real estate situated in Payne County, State of Oklahoma, to-wit:

*Said Tract being a part of the following described parcel of land as follows to-wit:
The Southeast Quarter (SE/4) of Section Eighteen (18), Township Nineteen (19) North,
Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of
Oklahoma:*

Commencing at the Southeast Corner of said Southeast Quarter; **THENCE** South 89° 19' 26" West along the South line of said Southeast Quarter, a distance of 1737.85 feet; **THENCE** North 00° 29' 39" West, a distance of 213.76 feet; **THENCE** North 00° 30' 08" West a distance of 20.44 feet; **THENCE** North 00° 29' 37" West a distance of 412.87 feet to the **Point of Beginning**; **THENCE** South 89° 13' 37" West a distance of 90.00 feet; **THENCE** South 00° 29' 37" East a distance of 147.00 feet; **THENCE** South 89° 16' 06" West a distance of 105.06 feet; **THENCE** North 00° 33' 11" West a distance of 216.92 feet; **THENCE** North 89° 13' 37" East a distance of 195.29 feet; **THENCE** South 00° 29' 37" East a distance of 70.00 feet to the **Point of Beginning**.

Said Drainage Easement A-1 contains 0.6684 acres more or less.

SEE EXHIBIT "A-1"

hereinafter referred to as "Easement."

2b. DRAINAGE EASEMENT A-2: Bushwood, L.L.C agrees to donate and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, a drainage easement for the existing onsite detention facility currently located over the following described real estate situated in Payne County, State of Oklahoma, to-wit:

*Said Tract being a part of the following described parcel of land as follows to-wit:
The Southeast Quarter (SE/4) of Section Eighteen (18), Township Nineteen (19) North,
Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of
Oklahoma:*

Commencing at the Southeast Corner of said Southeast Quarter; **THENCE**, South 89° 19' 26" West along the South line of said Southeast Quarter, a distance of 1737.85 feet; **THENCE**, North 00° 29' 39" West, a distance of 213.76 feet; **THENCE**, North 00° 30' 08" West a distance of 20.44 feet; **THENCE**, North 00° 29' 37" West a distance of 292.87 feet; **THENCE** South 89° 13' 37" West a distance of 60.00 feet; to the **Point of Beginning**; **THENCE**, South 00° 29' 39" East a distance of 110.10 feet; **THENCE**, South 89° 16' 06" West a distance of 117.48 feet; **THENCE**, North 00° 33' 11" West a distance of 38.00 feet; **THENCE**, South 89° 16' 06" West a distance of 17.50 feet, **THENCE**, North 00° 33' 11" West a distance of 45.07 feet; **THENCE**, North 89° 16' 06" East a distance of 105.06 feet; **THENCE** North 00° 29' 37" West a distance of 27.00 feet, **THENCE**, North 89° 13' 37" East a distance of 30.00 feet, to the **Point of Beginning**.

Said Drainage Easement A-2 contains 0.2608 acres more or less.

SEE EXHIBIT "A-2"

hereinafter referred to as "Easement."

2c. WATER LINE EASEMENT A-4: Bushwood, L.L.C. agrees to donate and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, a water line easement over the following described real estate situated in Payne County, State of Oklahoma, to-wit:

*Said Tracts being a part of the following described parcel of land as follows to-wit:
The Southeast Quarter (SE/4) of Section Eighteen (18), Township Nineteen (19) North,
Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of
Oklahoma:*

Commencing at the Southeast Corner of said Southeast Quarter; **THENCE**, South 89° 19' 26" West and along the South line of said Southeast Quarter, a distance of 1737.85 feet; **THENCE**, North 00° 29' 39" West, a distance of 213.76 feet, to the **Point of Beginning**; **THENCE**, South 89° 24' 08" West a distance of 25.00 feet; **THENCE**, North 00° 29' 38" West a distance of 313.24 feet; **THENCE**, North 89° 13' 37" East a distance of 25.00 feet; **THENCE**, South 00° 29' 37" East a distance of 292.87 feet; **THENCE**, South 00° 30' 08" West a distance of 20.44 feet, to the point of beginning.

AND

Commencing at the Southeast Corner of said Southeast Quarter; **THENCE**, South 89° 19' 26" West along the South line of said Southeast Quarter, a distance of 1737.85 feet; **THENCE**, North 00° 29' 39" West, a distance of 213.76 feet; **THENCE**, North 00° 30' 08" West a distance of 20.44 feet; **THENCE**, North 00° 29' 37" West a distance of 412.87 feet; **THENCE**, South 89° 13' 37" West, a distance of 15.00 feet to the **Point of Beginning**; **THENCE**, South 89° 13' 37" West a distance of 15.00 feet; **THENCE**, North 00° 29' 37" West a distance of 70.00 feet; **THENCE**, North 89° 13' 37" East a distance of 15.00 feet; **THENCE**, South 00° 29' 37" East a distance of 70.00 feet to the point of beginning.

Said Water Line Easements contain 0.2038 acres more or less.

SEE EXHIBIT "A-4"

hereinafter referred to as "Easement."

2d. ELECTRIC EASEMENT A-5: Bushwood, L.L.C. agrees to donate and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, an electric easement over the following described real estate situated in Payne County, State of Oklahoma, to-wit:

*Said Tract being a part of the following described parcel of land as follows to-wit:
The Southeast Quarter (SE/4) of Section Eighteen (18), Township Nineteen (19) North,
Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of*

Oklahoma:

Commencing at the Southeast Corner of said Southeast Quarter; **THENCE**, South 89° 19' 26" West along the South line of said Southeast Quarter, a distance of 1737.85 feet; **THENCE**, North 00° 29' 39" West, a distance of 213.76 feet; **THENCE**, North 00° 30' 08" West a distance of 20.44 feet; **THENCE**, North 00° 29' 37" West a distance of 412.87 feet to the **Point of Beginning**; **THENCE**, South 89° 13' 37" West a distance of 15.00 feet; **THENCE**, North 00° 29' 37" West a distance of 70.00 feet; **THENCE**, North 89° 13' 37" East a distance of 15.00 feet; **THENCE**, South 00° 29' 37" East a distance of 70.00 feet to the point of beginning.

Said easement contains 0.0241 acres more or less.

SEE EXHIBIT "A-5"

hereinafter referred to as "Easement."

2e. ACCESS ROAD EASEMENT A-6: Bushwood, L.L.C agrees to donate and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, an access road easement over the following described real estate situated in Payne County, State of Oklahoma, to-wit:

*Said Tract being a part of the following described parcel of land as follows to-wit:
The Southeast Quarter (SE/4) of Section Eighteen (18), Township Nineteen (19) North,
Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of
Oklahoma:*

Commencing at the Southeast Corner of said Southeast Quarter; **THENCE**, South 89° 19' 26" West and along the South line of said Southeast Quarter, a distance of 1737.85 feet; **THENCE**, North 00° 29' 39" West, a distance of 213.76 feet, to the **Point of Beginning**; **THENCE**, South 89° 24' 08" West a distance of 25.00 feet; **THENCE**, North 00° 29' 38" West a distance of 313.24 feet; **THENCE**, North 89° 13' 37" East a distance of 25.00 feet; **THENCE**, South 00° 29' 37" East a distance of 292.87 feet; **THENCE**, South 00° 30' 08" West a distance of 20.44 feet, to the **Point of Beginning**.

Said Access Easement contains 0.1797 acres more or less.

SEE EXHIBIT "A-6"

hereinafter referred to as "Easement."

2f. TEMPORARY CONSTRUCTION EASEMENT A-7: Bushwood, L.L.C agrees to donate and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, a temporary construction easement, which shall not be filed for record and which all rights, conveyed to the City of Stillwater, shall terminate upon the completion of the project, over the following described real estate situated in Payne County, State of Oklahoma, to-wit:

*Said Tract being a part of the following described parcel of land as follows to-wit:
The Southeast Quarter (SE/4) of Section Eighteen (18), Township Nineteen (19) North,
Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of
Oklahoma:*

Commencing at the Southeast Corner of said Southeast Quarter; THENCE, South 89° 19' 26" West along the South line of said Southeast Quarter, a distance of 1737.85 feet; THENCE, North 00° 29' 39" West a distance of 213.76 feet; THENCE, South 89° 24' 08" West a distance of 25.00 feet to the **Point of Beginning**; THENCE, South 89° 24' 08" West a distance of 36.79 feet; THENCE, South 87° 07' 44" West a distance of 88.27 feet; THENCE, North 00° 29' 44" West a distance of 506.36 feet; THENCE, North 89° 13' 37" East a distance of 150.00 feet; THENCE, South 00° 29' 37" East a distance of 70.00 feet; THENCE, South 89° 13' 37" West a distance of 90.00 feet; THENCE, South 00° 29' 37" East a distance of 120.00 feet; THENCE, North 89° 13' 37" East a distance of 65.00 feet; THENCE South 00° 29' 38" East a distance of 313.24 feet, to the **Point of Beginning**.

Said Temporary Construction Easement contains 1.3081 acres more or less.

SEE EXHIBIT "A-7"

hereinafter referred to as "Easement."

3. DONATION: Bushwood, L.L.C. agrees to donate right, title, and interest in the Property and Easements to the City of Stillwater. Bushwood, L.L.C. further agrees to be solely responsible for the establishment of a value for said donated Property and Easements, as required by IRS Form 8283, and the provision of any documentation, as required by IRS Form 8283, and needed to support said value. The City of Stillwater agrees to accept this donation and acknowledges this donation by signed Part IV of the IRS Form 8283 in effect at the time.

4. ADDITIONAL CONSIDERATION: Stillwater shall pay Bushwood L.L.C. at closing, the sum of Nine thousand, nine hundred ninety Dollars (\$9,909.00) for Temporary Construction Easement as described in paragraph 2f of this agreement.

5. CONVEYANCE: Bushwood, L.L.C. shall convey title to the Property by warranty deed. Bushwood, L.L.C shall convey the Easements on a form approved by Stillwater.

6. TITLE EVIDENCE: Bushwood, L.L.C. shall furnish a current Abstract of Title to the Property and Easement to Stillwater, showing marketable record title according to the title standards adopted by the Oklahoma Bar Association, in Bushwood, L.L.C. subject to easements and rights-of-way of record, uses of record, protective or restrictive covenants of record and oil, gas and other minerals heretofore conveyed or reserved by third parties. It is understood and agreed that the Abstract shall be brought to date on what is commonly known as "surface only" or "fee estate, less minerals", and all instruments pertaining to the oil, gas and other minerals shall be omitted there from. Stillwater shall have a reasonable time, not to exceed ten (10) days, to examine the Abstract of Title and return same to Bushwood, L.L.C. with any written objections concerning the marketability of the title or such right to object shall be deemed waived. Donor shall have thirty (30) days from such notice of objection to correct such defects, unless time is further extended by written agreement of the parties. On Bushwood, L.L.C.'s failure to correct title objections, if any, within said thirty (30) days, this agreement shall be null and void.

7. POSSESSION: This transaction shall be completed at the office of the City Attorney no later than May 13, 2016 unless it is extended by written agreement of the parties. If there are valid objections to title which require correction, the completion of the transaction shall be extended for the time permitted under Paragraph 7.

8. **DEFAULT:** If Bushwood, L.L.C. or Stillwater wrongfully refuses to complete the agreement, Bushwood, L.L.C. and Stillwater agree that each party may, at its option, pursue any other legal or equitable remedy for the breach of this agreement by the other party or parties. 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.

9. **POTENTIAL DRAINAGE SITE REDEVELOPMENT:** If Bushwood, L.L.C., its respective heirs, legal representatives, successors and assigns desire to modify, redesign, or redevelop, in any way at any time, the existing detention facility, currently located on property described in Item 2e. *DRAINAGE EASEMENT EXHIBIT A-2* of this agreement, Bushwood, L.L.C. agrees that any proposed modification, redesign and/or redevelopment of the existing detention facility, currently located on property described in Item 2e. *DRAINAGE EASEMENT EXHIBIT A-2* of this agreement must:

- a) Comply fully with the ***City of Stillwater Drainage Report: Proposed W51 Booster Pump Station, Site Development, Bushwood Site, prepared by Meshek & Associates, PLC, (CA 1487 June 30th, 2017) For CH2MHill, December 2015*** and as accepted by Stillwater as of _____, 201__ (*hereinafter referred to as Stillwater Drainage Report*);
- b) Continue to accept any and all flow as identified in the *Stillwater Drainage Report*;
- c) Comply fully with all Stillwater design standards in effect at the time of execution of this agreement by all parties for a period not to exceed 20 years from said date of execution. For any proposed modification, redesign and/or redevelopment of the existing detention facility beyond said 20 year date, Bushwood, L.L.C., will be required to comply fully with all Stillwater standards in effect at the time of the modification, redesign and/or redevelopment;
- d) The ***Stillwater Drainage Report*** does not provide specific site drainage details pertaining to the future development of the site. The ***Stillwater Drainage Report*** does show the limits of the drainage area that must drain into the future detention facility and the storage and outflow details for the detention facility. The pipe that will be constructed under the booster pump station property conveys the current flow to the northeast but at the point the current detention facility is modified and future development is beginning, Bushwood L.L.C., must plug the pipe and ensure that the drainage from the surrounding area is conveyed to the future detention facility;
- e) In the event that the proposed modification, redesign and/or redevelopment deviates from the plan presented in the *Stillwater Drainage Report*, submit adequate documentation for Stillwater to verify no adverse offsite impacts will occur as a result of the proposed modification, redesign or redevelopment.
- f) Drainage improvements or modifications to portions of the property not described within this agreement shall meet all Stillwater standards in effect at the time of the improvements or modifications.
- g) Any and all costs associated with the fulfillment of the above conditions will be the complete responsibility of Bushwood, L.L.C., its respective heirs, legal representatives, successors and assigns.

Stillwater agrees to provide to Bushwood, L.L.C., its heirs, legal representatives, successors and assigns an Engineer Approved Drainage Study, as referenced above in Item 10a, and any construction permits or other documentation, in existence at the time, which may be required to facilitate the issuance of a Development Services permit for Bushwood, L.L.C., its heirs, legal representatives, successors and assigns to modify, redesign, redevelop or construct a new detention facility. Full site development and building permit plans for all improvements outside of the detention facility will have to be prepared by Bushwood, L.L.C. and submitted to the City for full review.

Upon the approval of a detention facility modification, redesign and/or redevelopment which meets the above conditions, Stillwater further agrees to assist Bushwood, L.L.C., its heirs, legal representatives, successors and assigns with the closing of the easement, described in Item 2b, and not to oppose an easement vacation of said easement in the event all conditions in Item 10 are satisfied.

10. ENTIRE AGREEMENT: This agreement represents the entire agreement between Bushwood, L.L.C. and Stillwater regarding the donation of the Property and granting of Easements. This agreement supersedes all previous negotiations, representations and agreements between the parties. This agreement shall become effective on the date of signature by Stillwater. In order to protect future development opportunities of Bushwood, L.L.C., Stillwater agrees to complete construction by August, 27, 2018.

11. BINDING EFFECT: This agreement, when executed by all parties, shall be binding upon and inure to the benefit of the parties, its respective heirs, legal representatives, successors and assigns. This agreement can only be amended, modified, or assigned by written agreement signed by both Donor and Stillwater.

CITY OF STILLWATER
a municipal corporation

STILLWATER UTILITIES AUTHORITY
a public trust

GINA J. NOBLE, MAYOR/CHAIR

(SEAL)

ATTEST:

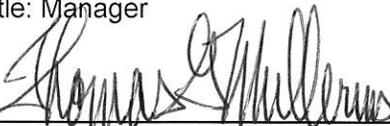
ELIZABETH CHRZ
CITY CLERK/SECRETARY

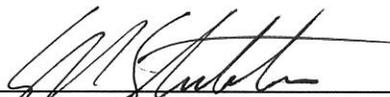
APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2016.

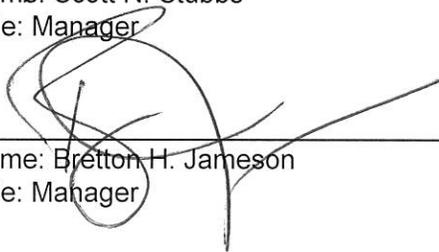
JOHN E. DORMAN
CITY ATTORNEY/GENERAL COUNSEL

BUSHWOOD, L.L.C.
an Oklahoma limited liability company

By: 
Name: Mark A. Paden
Title: Manager

By: 
Name: Thomas G. Wuller
Title: Manager

By: 
Name: Scott N. Stubbs
Title: Manager

By: 
Name: Bretton H. Jameson
Title: Manager