

REAL ESTATE PURCHASE AGREEMENT

This agreement made and entered into this ____ day of _____, 2016, by and between the Buyer, City of Stillwater, Oklahoma, a municipal corporation and Stillwater Utilities Authority, a public trust, collectively "Stillwater" and Sellers, Wanda June Martin and Gary Martin, wife and husband (Martin).

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, Martin is the owner of a tract of land located at 5416 W. 44th Street, Stillwater, Payne County, Oklahoma, more particularly described on Attachment "A," hereto; and

WHEREAS, Stillwater has negotiated an agreement with Martin for the purchase of a portion of the property described in Attachment "A" for the purpose of constructing a water tower at said location.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER AND WANDA JUNE MARTIN AND GARY MARTIN, WIFE AND HUSBAND, AGREE AS FOLLOWS:

1. PROPERTY: Martin agrees to sell and convey, and Stillwater agrees to purchase and accept conveyance under the conditions as herein provided, the following described real estate situated in Payne County, State of Oklahoma, to-wit:

A tract of land in the NW/4 of the SE/4 of Section 31, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows:

Commencing from Southwest Corner of the Southeast Quarter (SE/4) of Section Thirty-One (31), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma; thence North 0°26'26" West along the West Line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 1,369.71 feet to the Point of Beginning; thence continuing North 0°26'26" West along the West Line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 140.00 feet; thence North 90°00'00" East a distance of 130.00 feet; thence South 0°26'26" East a distance of 140.00 feet; thence North 90°0'0" West a distance of 130.00 feet to the Point of Beginning.

Said fee simple tract contains 18,200.53 square feet or 0.4178 acres more or less.

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. ACCESS EASEMENT: Martin agrees to sell and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, an access easement over the following described real estate situated in Payne County, State of Oklahoma, to-wit:

A tract of land in the NW/4 of the SE/4 of Section 31, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows:

Beginning at the Southwest Corner of the Southeast Quarter (SE/4) of Section Thirty-One (31), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma; Thence North 0°26'26" West along the West Line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 1,369.71 feet; thence South 90°00'00" East a distance of 25.00 feet; thence South 0°26'26" East and parallel to the West Line of the Southeast Quarter (SE/4) a distance of 1,369.38 feet to a point on the South Line of the Southeast Quarter (SE/4); thence South 89°15'06" West and along the South Line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 25.00 feet to the Point of Beginning.

Said access easement contains 34,240.26 square feet or 0.7860 acres more or less.

Said Proposed Total easement containing 12,249.98 square feet or 0.0286 acres, which is overlapping an existing waterline easement (Book 186 Misc., Page 121), containing 32,990.28 square feet or 0.7573 acres, being Access easement.

2b. TEMPORARY CONSTRUCTION EASEMENT: Martin agrees to sell and convey, and Stillwater agrees to accept conveyance under the conditions as herein provided, a temporary construction easement over the following described real estate situated in Payne County, State of Oklahoma, to-wit:

A tract of land in the NW/4 of the SE/4 of Section 31, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows:

Commencing from Southwest Corner of the Southeast Quarter (SE/4) of Section Thirty-One (31), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma; thence North 0°26'26" West along the West Line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 1,309.71' to the Point of Beginning; thence North 0°26'26" West along the West Line of the Southeast Quarter (SE/4) of Section Thirty-One (31)

a distance of 60.00'; thence North 90°0'0" East a distance of 130.00'; thence North 0°26'26" West a distance of 140.00'; thence North 90°00'00" West a distance of 130.00' to a point on the West Line of the Southeast Quarter (SE/4) of Section Thirty-One (31); thence North 0°26'26" West along the West Line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 40.00'; thence North 89°59'58" East a distance of 260.31'; thence South 0°26'26" East and parallel to the West line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 190.00'; thence North 90°00'00" West a distance of 70.00'; thence South 0°00'00" East a distance of 50.01'; thence North 90°00'00" West a distance of 189.92' to the Point of Beginning.

Said Temporary Construction Easement contains 40,762.98 square feet or 0.9357 acres more or less.

Said Proposed Total easement containing 0.0311 acres, which is overlapping an existing waterline easement (Book 186 Misc., Page 121), containing 0.9046 acres, being Temporary Construction easement.

2c. WATER LINE EASEMENT: Martin agrees to sell 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:

A tract of land in the NW/4 of the SE/4 of Section 31, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows:

Beginning at the Southwest Corner of the Southeast Quarter (SE/4) of Section Thirty-One (31), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma; Thence North 0°26'26" West along the West Line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 1,369.71 feet; thence South 90°00'00" East a distance of 25.00 feet; thence South 0°26'26" East and parallel to the West Line of the Southeast Quarter (SE/4) a distance of 572.75 feet; thence South 39°07'20" East a distance of 276.80 feet; thence South 0°26'26" East a distance of 32.00 feet; thence North 39°07'20" West a distance of 276.80 feet; thence South 0°26'26" East and parallel to the West Line of the Southeast Quarter (SE/4) a distance of 764.63 feet to a point on the South Line of the Southeast Quarter (SE/4); thence South 89°15'06" West and along the South Line of the Southeast Quarter (SE/4) of Section Thirty-One (31) a distance of 25.00 feet to the Point of Beginning.

Said Waterline Easement contains 39,778.99 square feet or 0.9132 acres more or less.

Said Proposed Total easement containing 0.0286 acres, which is overlapping an existing waterline easement (Book 186 Misc., Page 121) AND 0.7573 acres, which is overlapping an proposed access easement, containing 0.1273 acres, being Waterline Easement.

3. PURCHASE PRICE: Stillwater shall pay Martin at closing, the sum of Eleven Thousand Five Hundred and 00/100 Dollars (\$11,500.00) for all of her/his/their right, title, and interest in the Property and Easements and as full compensation for aluminum carport, concrete pad and 140 lf of barbwire fencing. Stillwater shall demolish or dispose of the travel trailer on the concrete pad, within the area being purchased.

4. CONVEYANCE: Martin shall convey title to the Property by warranty deed. Martin shall convey the Easements to Stillwater on a form approved by Stillwater.

5. TITLE EVIDENCE: Martin shall furnish a current Abstract of Title to the Property to Stillwater, showing marketable record title according to the title standards adopted by the Oklahoma Bar Association, in Wanda June Martin and Gary Martin, wife and husband, 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 Martin with any written objections concerning the marketability of the title or such right to object shall be deemed waived. Seller 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 Martin's, failure to correct title objections, if any, within said thirty (30) days, this Agreement shall be null and void.

6. CLOSING/POSSESSION: This transaction shall be closed at the office of the City Attorney on or before June 1, 2016 unless Closing is extended by written agreement of the parties. If there are valid objections to title which require correction, the Closing shall be extended for the time permitted under Paragraph 5.

7. DEFAULT: If Martin or Stillwater wrongfully refuses to close, Martin 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.

8. ENTIRE AGREEMENT: This Agreement represents the entire agreement between Wanda June Martin and Gary Martin, wife and husband, and Stillwater regarding the sale of the Property and granting of Easements. This Agreement supersedes all previous negotiations, representations and agreements between the parties.

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

CITY OF STILLWATER
a municipal corporation

STILLWATER UTILITIES AUTHORITY
a public trust

GINA J. NOBLE, MAYOR/CHAIR (Buyer)
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

ELIZABETH CHRZ, CITY CLERK/SECRETARY
CITY OF STILLWATER, OKLAHOMA

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

JOHN E. DORMAN
CITY ATTORNEY/GENERAL COUNSEL

Wanda June Martin
WANDA JUNE MARTIN (Seller)

Gary Martin
GARY MARTIN (Seller)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 12th day of April, 2016, personally appeared, Wanda June Martin and Gary Martin, wife and husband, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that she/he/they executed the same as her/his/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Lacie Jones
NOTARY PUBLIC

My Commission Expires: 03/24/18
My Commission Number:14002605
(SEAL)

