

MINUTES
JENKS PLANNING COMMISSION
6:00 P.M. THURSDAY, DECEMBER 09, 2021
COUNCIL CHAMBERS, JENKS CITY HALL, 211 NORTH ELM STREET

The Jenks Planning Commission was called to order at 6:00 p.m. on December 06, 2021, by Chair Carol Minden. A roll call vote of members was taken as follows:

Present

Jeffrey Beyer
John Brown
Scott West
Craig Bowman
David Randolph
Chair Carol Minden

Absent

Leon Davis

Business

Official action can only be taken on items which appear on the agenda. The Planning Commission may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item (except for Item 1).

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - 1.A. Request to approve minutes of the November 04, 2021
 - 1.B. JL 21-363: Request by Wallace Engineering for approval of a lot split at 204 S Riverfront Drive
 - 1.C. JL 21-364: Request by Bell Land Use, LLC, for a lot combination at 2717 E 130th St.
 - 1.D. Final Plat: Request by Joe Kelley for approval of the Final Plat for Melody Court. General Location: 802 W Main St.

John Brown made a motion to approve Item 1. Craig Bowman seconded the motion. A roll call vote of members was taken as follows:

YEA: Beyer, Brown, West, Bowman, Randolph, Minden

NAY: None

Motion carried.

2. Consideration and appropriate action relating to items removed from the Consent Agenda
Withdrawn

3. JZ 21 PUD 132: Request by Ryan McCarty for approval of a zone change to CG (Commercial General) and a Planned Unit Development allowing for mixed use of office, warehousing, and storage. General Location: North of Fire Station #2, off of 121st St. Planning Director Marcaé Hilton presented the staff report for Item 3. Ryan McCarty (P.O. Box 548, Bixby) addressed the Commission about the application. Both answered questions. Scott West made a motion to approve Item 3 with staff recommendations. David Randolph seconded the motion. A roll call vote of members was taken as follows:

YEA: Beyer, Brown, West, Bowman, Randolph, Minden

NAY: None

Motion carried.

4. JZ 21 PUD 133: Request by JR Donelson for approval of a zone change to RM2 (Residential Multifamily Medium Density) and a Planned Unit Development. General Location: 504 E “B” St Planning Director Marcaé Hilton presented the staff report for Item 4. JR Donelson (8410 E 111th St S) addressed the Commission about the application. Both answered questions. Craig Bowman made a motion to approve Item 4. Jeffrey Beyer seconded the motion. A roll call vote of members was taken as follows:

YEA: Beyer, Brown, West, Bowman, Randolph, Minden

NAY: None

Motion carried.

5. Public Hearing on the proposed adoption of the Unified Development Ordinance Planning Director Marcaé Hilton introduced Item 5. Jackie Wells (consultant from Houseal Lavigne) addressed the Commission about the new UDO. Both answered questions. The following individuals addressed the Commission about the UDO:

- Ronda Bender (6839 E 105th St, Tulsa) – concerned about the rezoning of her property to RTC, does not want it changed. Provided documents to the Commission (attached).
 - Matt Earnest (8623 S 86th E Ave, Tulsa) – spoke about Mrs. Bender’s property value and how it would be negatively impacted by the change.
 - Stephen Grey (2400 W Detroit, Tulsa) – Attorney for Mrs. Bender. Spoke about the City’s action and the negative impact it would have on Mrs. Bender’s property.
- Janet Harris (715 E “E” St) – spoke about wanting to rename East “E” St to something else to avoid confusion
- Karen Fiorio (713 E “E” St) – seconded the issues with East “E” St

6. Unified Development Ordinance: Request recommendation of approval of the Unified Development Ordinance to replace the current Jenks Zoning Code Scott West spoke about concerns for driveway limitations. John Brown spoke about anti-saturation language.

Jackie Wells answered questions from the Commission. David Randolph made a motion to approve Item 6 as presented, taking consideration of the comments from the public and the Commissioners. Jeffrey Beyer seconded the motion. A roll call vote of members was taken as follows:

YEA: Beyer, Brown, West, Bowman, Randolph, Minden

NAY: None

Motion carried.

7. Zone Change: Approve zone change to Downtown Core for part of Main St between the railroad tracks and 7th St. Marcaé Hilton introduced Items 7 and 8. Robert Bell (1011 W “G” St) addressed the Commission to state his concern of the City rezoning property. John Brown made a made a motion to approve Item 7. Craig Bowman seconded the motion. A roll call vote of members was taken as follows:

YEA: Beyer, Brown, West, Bowman, Randolph, Minden

NAY: None

Motion carried.

8. Zone Change: Approve zone change to Riverfront Tourist Commercial for certain areas adjacent to the Arkansas River and near the Main St. bridge. Stephan Grey (2400 W Detroit, Tulsa) stated that there had been no economic study done for the area. Ronda Bender (6839 E 105th St, Tulsa) argued against the rezoning of her property as she stated she was never consulted on the topic. David Randolph made a motion to approve Item 8. Scott West seconded the motion. A roll call vote of members was taken as follows:

YEA: Beyer, Brown, West, Bowman, Randolph, Minden

NAY: None

Motion carried.

Other Business

Planning Update – Planning Director Marcaé Hilton gave the Planning Update and answered questions.

Adjournment. Scott West made a motion to adjourn. John Brown seconded the motion. A roll call vote of members was taken as follows:

YEA: Beyer, Brown, West, Bowman, Randolph, Minden

NAY: None

Motion carried. The Jenks Planning Commission adjourned at 8:07 p.m.

I am here on behalf of the Ronald Paul Ragland Family. My name is Ronda Bender. I live in the Jenks School District at 6839 E 105th Street. I grew up in the city of Jenks. And, I like the improvements and believe the Riverfront District has some upsides for the community. My parents were business owners in Jenks beginning in 1973. I believe my dad helped improve the infrastructure in Jenks by selling parcels to TTCU, the Louie's center, and Walgreens. He was passionate about this town and with that passion caused him to see a need to donate land to the city of Jenks throughout the years.

As I have dug through paperwork and documents it appears beginning in 1999 he gave street dedication as the city of Jenks termed it to be a "new roadway" being a portion of the realigned Main Street approach to the new Jenks Bridge.

I see donations, dedication of right-of-ways and purchased land between my mom and dad and the City of Jenks beginning in 1993. More donations and Agreements between the 2 parties in 1999, 2001, 2003, 2004 & 2005, and then again in 2012.

I am here regarding the .95 acre lot Ragland Plaza 1 at the corner of Main & 9th right off of the Jenks bridge. This valuable piece of property is currently zoned CG, General Commercial. The current Zone of CG allows all 28 Uses on the current zone. The proposed UDO draft shows my General Commercial zone will be re-zoned to RTC, Riverfront Tourist Commercial. The RTC zone narrows the scope of use significantly by almost 50% decrease in uses. With the new UDO 13 categories and 98 uses, it takes my CG from 80 uses down to only 45 uses. It will make this parcel more difficult to sell. Additionally, it will depreciate the land significantly. I am asking for the UDO to be amended to remove this parcel from the Riverfront rezoning district and leave it at its current CG zone.

BECAUSE OF THE LOSE OF USES BETWEEN THE CG AND RTC I FEEL THAT THIS IS A TAKING OF VALUE FROM THE FAMILY PROPERTY.

Again, I am asking for the UDO to be amended to remove this parcel from the Riverfront rezoning district and leave it at its current CG zone.

Here is a List of Best case Uses for this land that are being removed: Drive through restaurants like Chic Fil A, Panera Bread, Bagel Shops, drive-through coffee shops like Black Rifle Coffee, Drive-through pharmacy, drive-through automated teller machine, drive-through bank teller, drive-through restaurant, drive-through carwash stall automatic, drive-through car wash manual, drive-through oil change, outdoor activity/operation, winery/distillery, convenience store, multi-tenant shopping, urgent care/hospital, motel, bed & breakfast, short-term rental, personal storage facility, veterinary clinic, vehicle sales & rentals, warehouse office, this is just a few of the lost opportunity to sell this property.

Again, I am asking for the UDO to be amended to remove this parcel from the Riverfront rezoning district and leave it at its current CG zone.

Noss, Monnet & Edmiston
ATTORNEYS AT LAW

SUITE 300 GRANTSON BUILDING
111 WEST FIFTH STREET
TULSA, OKLAHOMA 74103

DAVID L. NOSS
EDWARD O. MONNET
ROBERT R. EDMISTON

OF COUNSEL
BEN L. MURDOCK
GEORGE B. SCHWABE, JR.

TELEPHONE
(918) 582-6159

FACSIMILE
(918) 582-6008

August 18, 1993

TRANSMITTED VIA FAX: (918) 298-1201

Tim Kassen
c/o The Mail Chute 2
6528 (D-1) East 101st Street
Tulsa, OK 74133-6754

RE: ODOT/Ragland Condemnation Proceeding

Dear Tim:

Ron Ragland asked that I draft wording acceptable to me to be incorporated in the Utility Easement and Warranty Deed, which you faxed to my office on Friday, August 13, 1993.

In compliance with Mr. Ragland's request, I have attached hereto a copy of the Warranty Deed (page 1), and a copy of the Utility Easement (page 1). You will note that I have two places marked on each instrument with numbers "1" and "2". I have attached herewith wording to be incorporated as coordinated with the numbers. In other words, on the sheet marked Warranty Deed where the "1" is shown on the instrument, I would ask that the words "except as hereafter limited." be inserted. Where the "2" is shown, I would ask that the following words be inserted "except all easements, grants, rights-of-way and claims of record,".

The same incorporation would be made with the wording designated for the numbers shown on the Utility Easement.

If after you have reviewed this letter you wish to discuss it further, please do not hesitate to call.

Thank you for your continuing cooperation.

Yours very truly,

NOSS, MONNET & EDMISTON

R

Robert R. Edmiston

RRE/db
Enclosures

cc: Ron Ragland w/enclosures ✓

INSERTS FOR THE WARRANTY DEED

1. except as hereafter limited.
2. except all easements, grants, rights of way and claims of record,

INSERTS FOR THE UTILITY EASEMENT

1. except that to the extent damages and/or disturbances to Grantor's pavement and/or driveway exceeds \$500.00 in any twelve (12) month period, Grantee shall save and hold Grantor harmless.
 2. easements, roads, rights-of-way and all other claims of record.
-

WARRANTY DEED

07313(02)
M-72B(443)(G)
Parcel 55
Revised 08/05/93

KNOW ALL MEN BY THESE PRESENTS:

THAT Ronald P. Ragland and Bonnie G. Ragland, husband and wife

parties of the first part, in consideration of the sum of Two hundred fifty-four thousand nine hundred----- DOLLARS (\$ 254,900.00) do hereby grant, bargain, sell and convey unto the City of Jenks, State of Oklahoma, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in Lot 1, 2, 22 through 29 inclusive and part of Lot 30, Block 2, River View Addition to Jenks in Tulsa County, Oklahoma, according to the recorded plat thereof, and more particularly described as follows:

Beginning at the Southwest corner of said Lot 22; Thence Northwesterly along the Southwest line of said Lot 22 a distance of 125.16 feet; Thence Easterly on a curve to the left having a radius of 1732.95 feet a distance of 56.25 feet to a point on the Northeast line of said Lot 22; Thence N76°17'37"E a distance of 54.50 feet to a point on the Northeast line of said Lot 23; Thence N54°14'17"E a distance of 119.04 feet; Thence N00°54'25"W a distance of 193.93 feet to a point on the North line of said Lot 1; Thence Easterly along the North line of said Lots 1 and 30 a distance of 100.00 feet; Thence S00°54'25"E a distance of 193.89 feet; Thence S56°03'42"E a distance of 14.13 feet to a point on the Southeast line of said Lot 28; Thence Southwesterly along the Southeast line of said Lots 22 through 28 inclusive a distance of 304.23 feet to the Point of Beginning.

Containing 0.96 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation, and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Jenks, State of Oklahoma, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Jenks, State of Oklahoma.

The undersigned Grantor(s) hereby designate and appoint Kon Ragland

_____ as agent to execute the claim and receive the compensation herein named.

Signed and delivered this _____ day of _____, 19____.

Ronald P. Ragland

Bonnie G. Ragland

07313(02)
M-72B(443)IG
Parcel 55.1
08/05/93

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Ronald P. Ragland and Bonnie G. Ragland, husband and wife
of _____ County, State of Oklahoma, hereinafter called the Grantor(s) for and in
consideration of the sum of One & No/100-----DOLLARS (\$ 1.00)
and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the
City of Jenks, State of Oklahoma, a perpetual utility easement over, under, through, upon and across the following
described lots or parcels of real property and premises, to-wit:

A strip, piece or parcel of land lying in Lot 28, 29 and part of Lot 30, Block 2, River View Addition to Jenks in
Tulsa County, Oklahoma, according to the recorded plat thereof, and more particularly described as follows:

Beginning at a point on the Southeast line of said Lot 28 and the permanent Easterly right-of-way line of 9th
Street a distance of 4.23 feet Northeast of the Southwest corner of said Lot 28; Thence N56°03'42"W along said
right-of-way line a distance of 10.54 feet; Thence N52°24'33"E a distance of 284.26 feet; Thence Southeasterly
a distance of 36.49 feet to a point on the Southeast line of said Lot 30; Thence Southwesterly along said Southeast
line a distance of 178.67 feet; Thence continue Southwesterly along said Southeast line a distance of 104.65 feet
to the Point of Beginning.

Containing 0.10 acres, more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not
astronomical bearings.

This perpetual utility easement is granted for the sole purpose of enabling the City of Jenks, State of Oklahoma,
its officers, agents, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct,
build and maintain utility facilities and all necessary or convenient appurtenances thereto, and includes the
permanent right of ingress and egress by the City of Jenks, State of Oklahoma, its officers, agents, employees,
contractors, permittees and assigns.

Grantor(s) and for its (their) heirs, successors and assigns covenants not to construct, or permit the construction
of, any permanent structures (including signs) over, upon or across the above described tract; however, pavement
for parking and drive purposes may be placed on this easement, provided that in the event that pavement is
damaged or otherwise disturbed either during the construction or maintenance of the utility facilities, no liability
for damages or responsibility to restore or replace the pavement shall rest upon the owners or operators of the
utility facilities, nor with the City of Jenks, State of Oklahoma, its officers, agents, employees, contractors,
permittees and assigns. *

Said Grantor(s) hereby covenant(s) and warrant(s) that at the time of the delivery of this easement it (they) is (are)
the owner(s) in fee simple of the above described property and that the same is free and clear of all liens and
claims whatsoever, except * N/A

The undersigned Grantor(s) hereby designate(s) and appoint(s)
Ron Ragland

as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantor(s) herein named has (have) hereunto set its (their) hands and seals this the
_____ day of _____, 19_____.

Ronald P. Ragland

Bonnie G. Ragland

RECORDED

1994

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

JAN 03 1994

BALLY HOWE SMITH, COUNTY CLERK
STATE OF OKLA. TULSA COUNTY

State of Oklahoma, ex rel.
Department of Transportation,

Plaintiff,

vs.

Case No. CJ-93-3217

Ronald P. Ragland and Bonnie
Ragland, husband and wife; Liberty
National Bank and Trust Company
of Tulsa, N.A.; and the Tulsa
County Treasurer,

Defendants.

07313(02)
#63,63.1
STP-72C(41)IG
M-72B(443)IG

AMENDED
REPORT OF COMMISSIONERS

COMES NOW the undersigned Commissioners appointed by the Judge
of this Court to inspect the real property hereinafter described
and to consider the injury or damages which the said defendants as
above named as the owners thereof have sustained and may sustain by
reason of the taking of said property. Said taking is in fee
simple, unless specified otherwise in the legal description(s)
attached hereto in which case the quality of title or interest to
be acquired herein shall be as stated in such legal description(s),
including airspace but excluding mineral interests and including
the right to use and remove any and all roadbuilding materials.
The appropriation is for public purposes by the Department of
Transportation of the State of Oklahoma. We, the undersigned,
respectfully submit the following Report, to-wit:

The undersigned Commissioners were and are disinterested

ragland.amp
tks 122993

STATE CLERK
NO FEE

Please return to:
DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma
73106

RECORD COPY

7313(2)
#68,68.1

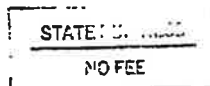
freeholders of Tulsa County, Oklahoma. We are not interested in any like question. On the 28th day of OCTOBER, 1993, said Commissioners took the oath prescribed by law, and proceeded to inspect the real property described on Exhibit "A", attached hereto and made a part hereof.

We further report that it is necessary for the plaintiff, Department of Transportation, to acquire said property. It is necessary to include airspace but exclude mineral interests. It is also necessary to include the right to use and remove any and all roadbuilding materials. Said necessity is for public purposes of a State Transportation System and facilities necessary and incidental thereto. Title to said described property must be taken by said plaintiff for said purposes.

We further report that we have considered and determined the just compensation to which the defendants, as the owners of the property described, are entitled by reason of the taking of said property by the Department of Transportation of the State of Oklahoma. We have considered the value of the land or rights or interest therein taken excluding any mineral interest other than as is set forth in the Petition. We do hereby assess the just compensation due said owners by reason of such taking of the described premises and in accordance with the Instructions to Commissioners, we find:

File to return to:
DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma 73105

regland.smp
tks 122993



5591 1403

RECORD COPY

7313(2)
#68,68.1

Before Value of entire property 596,512
LESS
After Value of remaining property 463,512
ESTIMATE OF JUST COMPENSATION \$ 133,000

IN WITNESS WHEREOF, we have hereunto set our hands on this
3rd day of JANUARY, 1993.4

COMMISSIONERS:

David D. Darden
State Highway
F. L. Lark

Please return to:
DEPARTMENT OF TRANSPORTATION
Office of Land Acquisition
200 N. E. 21st Street
Oklahoma City, Oklahoma 73106

regland.amp
tkm 122993



July 1999

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS,

That **RONALD RAGLAND** and **BONNIE RAGLAND**, husband and wife, hereinafter referred to as "Ragland" and the **CITY OF JENKS, OKLAHOMA**, a municipal corporation, hereinafter referred to as "City", for and in consideration of the mutual benefits, covenants and conditions as set forth hereinafter, do hereby agree as follows:

1. That Ragland is the owner of certain realty being a part of lots 1 and 27, 28, 29 and 30 of Block 2, RIVER VIEW ADDITION to the City of Jenks, Tulsa County, Oklahoma.
2. That attached hereto as Exhibit A is a Plat of Survey (showing revised 12-30-98 thereon) which depicts the above referenced property of Ragland and certain roadway improvements along Ninth Street, a "new roadway" being a portion of the realigned Main Street approach to the new Jenks Bridge, as well as areas noted as "former right-of-way" and Tracts A and B.
3. That City agrees that it will close the former right-of-ways noted in Tracts A and B within that area depicted on Exhibit A. City will not oppose Ragland's action thereafter to foreclose the City's right to reopen said right-of-way areas.
4. City will, as agent for Ragland, within four (4) months after closure of the right-of-ways and foreclosure of the City's right to reopen as set forth in paragraph No. 3 above, prepare a plat for Ragland of the area depicted on Exhibit A under the Surveyor's Certificate. Such plat will recognize all other existing right-of-ways, an easement to the City for the sidewalk depicted thereon, easements for the existing 12 inch water lines and the 60 inch storm sewer and drainage easements. Such plat will allow access to the tract on 9th Street as well as "B" Street. That Ragland will have the right to propose the restrictive covenants of such plat, subject to preserving functionality of City improvements and subject to final approval by the Jenks Planning Commission and City Council.
5. Ragland owns property west of the above referenced tract and property southeast of said tract, said property described respectively on Exhibit B attached hereto. Certain City improvements and appurtenances thereto have been placed on or near said properties which Ragland acknowledges as properly being on said tracts and, on Ragland's behalf, their successors and assigns, will not challenge the location of said improvements and appurtenances thereto whether within existing rights-of-way or not and will allow the City access to maintain or remove such improvements and will execute any necessary documents to reflect the same in the chain of title.
6. That Ragland owns certain property southwest of Main and Elm Streets in Jenks, said property described in Exhibit C attached. Ragland also has a twenty foot

(20') right-of-way easement across other property to access said property from Main Street, said easement described in Exhibit D attached hereto. That Ragland hereby grants City a temporary easement to allow City, as further consideration of this agreement, to construct a temporary one-way roadway across Ragland's property as described in Exhibit C, as more specifically depicted as "Detour Road" on Exhibits E and F attached, and to utilize Ragland's 20 foot easement, if needed, when the City begins roadway and intersection improvements at Main and Elm Streets. That Ragland further grants a temporary construction easement for said "Detour Road" within the shaded area on Exhibits E and F during the construction of said Detour Road and its later removal only, however, said shaded area may be used by the City for public safety and/or law enforcement purposes. Said shaded area may not otherwise be used or occupied by any party without written permission from Ragland in conformity with paragraph No. 9 below. That Ragland does not warrant what interest, if any, that other parties may have in this easement as described in Exhibit D and that City will obtain permission for use from any other necessary party. That said temporary roadway will be removed by the City after completion of its roadway and intersection improvements or as provided in paragraph number 8 below. That said area affected by the temporary roadway will, after its removal, including all debris, be returned to the prior grade and seeded.

7. That as further consideration of such temporary easement, City agrees it will mow or cause to be mowed the property described in Exhibit C during the period of construction or usage of the Detour Road.
8. That the easement granted herein referenced in paragraph number 6 above shall terminate upon any of the following events:
 - A.) Written notification from City that the easement is no longer needed and the temporary roadway has been removed.
 - B.) After 12 months from the final approval of this Agreement, and upon 6 months advance notice thereafter by Ragland applying for an earth change permit with the City, said easement will terminate and the City shall remove the temporary roadway.
 - C.) If not terminated earlier as provided herein, said easement will terminate 24 months from the date of final approval of this agreement and said temporary roadway shall be removed by City.
9. That Ragland will be free to negotiate with the contractors doing the Elm and Main Street improvements as to storage of their equipment or supplies on the balance of the property depicted on Exhibit C other than for the construction of the Detour Road as specified in paragraph No. 6 above.

10. That the parties hereto agree to cooperate in executing any other documents necessary to carry out the terms agreed upon herein.

This agreement shall be binding upon the parties hereto, their heirs, successors or assigns.

Approved this 2nd day of August, 1999.

Attest:

CITY OF JENKS, OKLAHOMA

Jenda Riu
Clerk

By: Mike Tinker
Mayor

Approved this 27th day of July, 1999.

Ronald Ragland
RONALD RAGLAND

Bonnie Ragland
BONNIE RAGLAND

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this on 2nd day of August, 1999 by Mike Tinker as Mayor of THE CITY OF JENKS, OKLAHOMA.

Shirley Evans
Notary Public

My commission expires:
2/04/03

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

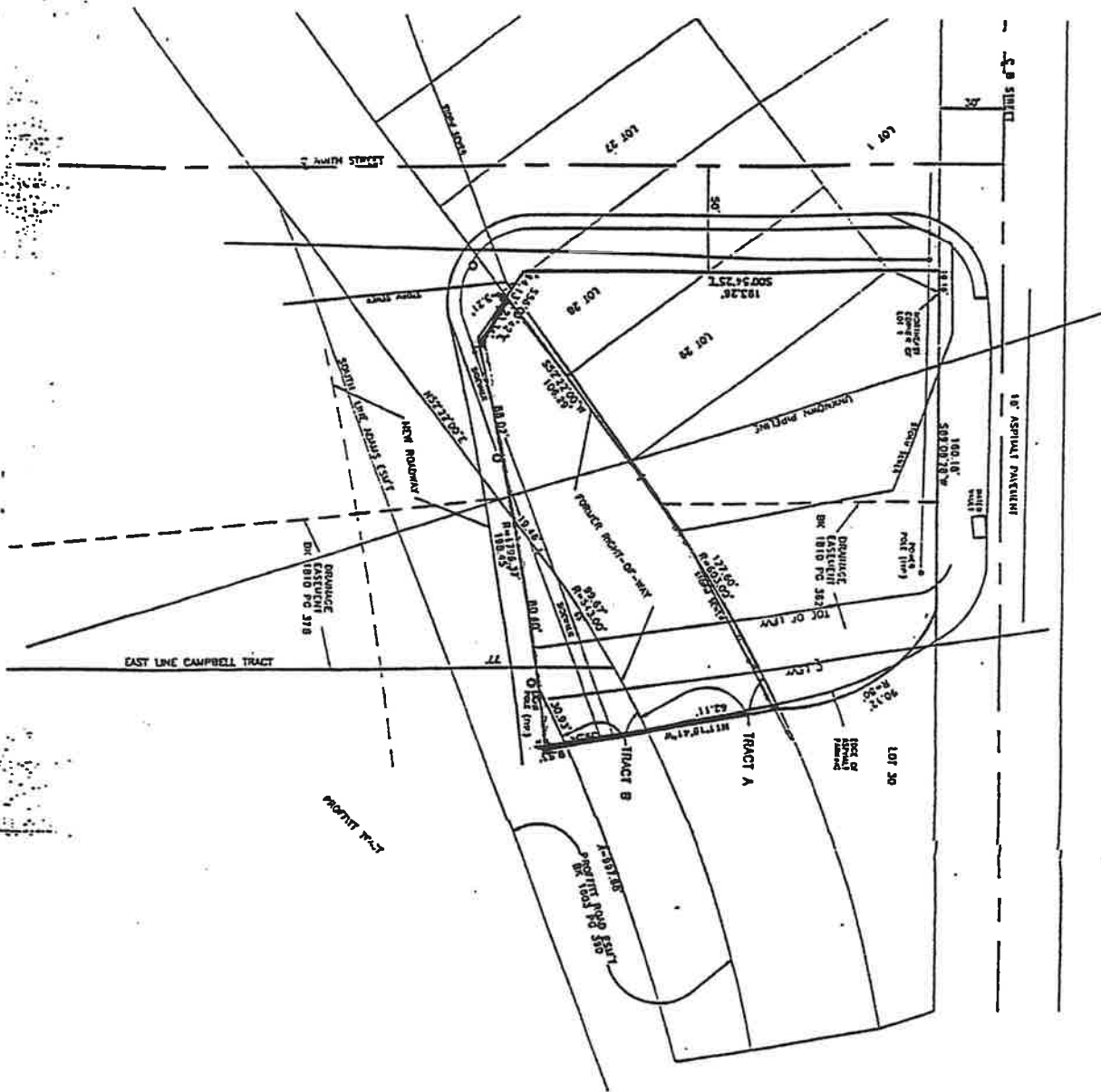
This instrument was a acknowledged before me this on 27th day of
July, 1999 by RONALD RAGLAND and BONNIE RAGLAND.

Ramus R. Edmiston
Notary Public

My commission expires: June 16, 2001

EXHIBIT A

SCALE 1"=40'



TRACT A:
A TRACT OF GROUND IN RIVER VIEW ADDITION TO THE CITY OF JENKS AND A PORTION OF THE NE 1/4 SEC 4 OF SECTION 19-118N-113E ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND ALL IN TULSA COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, BLOCK 2 RIVER VIEW ADDITION, 10.18 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE S 07°54'23" E ALONG THE EAST RIGHT-OF-WAY OF NINTH STREET FOR 193.26 FEET; THENCE S 56°03'42" E FOR 14.13 FEET TO A POINT ON THE SOUTH LINE OF LOT 28, BLOCK 2 SAID POINT BEING 3.21 FEET NORTHEAST OF THE SOUTHWEST CORNER THEREOF AND ALSO BEING THE POINT OF BEGINNING OF THE RIGHT WITH A BACK TANGENT OF N 76°26'28" E AND A RADIUS OF 1796.37 FEET FOR 86.02 FEET; THENCE N 52°22'00" E FOR 19.48 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 543.00 FEET A DISTANCE OF 99.67 FEET; THENCE S 11°18'41" E FOR 39.34 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A BACK TANGENT OF S 65°15'46" W AND A RADIUS OF 997.68 FEET A DISTANCE OF 30.93 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A BACK TANGENT OF S 87°48'14" W AND A RADIUS OF 1796.37 FEET A DISTANCE OF 80.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES.

TRACT B:
A TRACT OF GROUND IN RIVER VIEW ADDITION TO THE CITY OF JENKS AND A PORTION OF THE NE 1/4 SEC 4 OF SECTION 19-118N-113E ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND ALL IN TULSA COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, BLOCK 2 RIVER VIEW ADDITION, 10.18 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE S 07°54'23" E ALONG THE EAST RIGHT-OF-WAY OF NINTH STREET FOR 193.26 FEET; THENCE S 56°03'42" E FOR 14.13 FEET TO A POINT ON THE SOUTH LINE OF LOT 28, BLOCK 2 SAID POINT BEING 3.21 FEET NORTHEAST OF THE SOUTHWEST CORNER THEREOF AND ALSO BEING THE POINT OF BEGINNING OF THE RIGHT WITH A BACK TANGENT OF N 76°26'28" E AND A RADIUS OF 1796.37 FEET FOR 86.02 FEET; THENCE N 52°22'00" E FOR 19.48 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 543.00 FEET A DISTANCE OF 99.67 FEET; THENCE S 11°18'41" E FOR 39.34 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A BACK TANGENT OF S 65°15'46" W AND A RADIUS OF 997.68 FEET A DISTANCE OF 30.93 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A BACK TANGENT OF S 87°48'14" W AND A RADIUS OF 1796.37 FEET A DISTANCE OF 80.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.08 ACRES.

CERTIFICATE

I, LLOYD W. FARLEY OF WAGONER COUNTY, STATE OF OKLAHOMA, AND A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE MAP OR SURVEY REPRESENTS A CORRECT AND TRUE COPY OF THE ORIGINAL SURVEY RECORDS OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A TRACT OF GROUND IN BLOCK 2, RIVER VIEW ADDITION TO THE CITY OF JENKS AND A PORTION OF THE NE 1/4 SEC 4 OF SECTION 19-118N-113E ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND ALL IN TULSA COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1, BLOCK 2 RIVER VIEW ADDITION, 10.18 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE S 07°54'23" E ALONG THE EAST RIGHT-OF-WAY OF NINTH STREET FOR 193.26 FEET; THENCE S 56°03'42" E FOR 14.13 FEET TO A POINT ON THE SOUTH LINE OF LOT 28, BLOCK 2 SAID POINT BEING 3.21 FEET NORTHEAST OF THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING S 56°03'42" E FOR 23.34 FEET; THENCE ALONG A CURVE WITH A BACK TANGENT OF N 76°26'28" E AND A RADIUS OF 1796.37 FEET FOR 198.45 FEET; THENCE TO THE LEFT WITH A RADIUS OF 80.00 FEET FOR 90.12 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF LOT 30, BLOCK 2; THENCE S 89°08'20" W FOR 160.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.93 ACRES.

I FURTHER CERTIFY THAT THE ABOVE MAP AND FOREGOING IS A TRUE AND CORRECT COPY OF SAID MAP SHOWING THE LOCATION OF BUILDINGS, THE OUTLINES OF THE LOTS, AND THE DISTANCES TO THE LOTS, AND THAT THERE ARE NO ENCUMBRANCES THEREON, EXCEPT AS SHOWN.

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____

LEGALS FOR RAGLAND/JENKS AGREEMENT

TRACT 1

Immediately, west, across Ninth (9) Street from subject tract:

Lots 1, 2, 3, 4, 5, 6, 7 and 22, 23, 24, 25, 26, and 27 Block Two
(2) Riverview Addition to the Town of Jenks, Tulsa County, (less
conveyances of record for Roadway purposes.)

TRACT 2

Southeast across Main Street from subject tract:

A part of the Northeast Quarter of the Southeast Quarter (NE/4
SE/4) of Section 19, Township 18 North, Range 13 East, of the
Indian Base and Meridian of Tulsa County, State of Oklahoma,
according to the United States Government Survey thereof, more
particularly described as follows:

BEGINNING at a point 675 feet East and 542.01 feet North of the
Southwest Corner of said NE/4 SE/4 of said Section 19,
Township 18 North, Range 13 East, Tulsa County, Oklahoma,
running thence North a distance of 413.29 feet to the South line of
the Right-of-Way of the Tulsa County Road, thence North 53
degrees and 33 feet East along the South line of said Right-of-
Way, a distance of 207.02 feet; thence along the South line of said
Right-of-Way, along a curve to the right with a radius of 543 feet,
a distance of 65 feet, thence South a distance of 574.9 feet, thence
West a distance of 218.8 feet to Place of Beginning, (less
conveyances of record for roadway purposes.)

TRACT 1:

EXHIBIT C

A tract of ground situated in the Southeast portion of Lot Two (2), Block Two (2), MELODY LANE CENTER, a Subdivision to the Town of Jenks, Tulsa County, State of Oklahoma, according to the recorded Plat No. 3303, and being more particularly described as follows, to-wit:

BEGINNING at the Southeast Corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-four (24), Township Eighteen (18) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof; THENCE South 89° 42' 02" West a distance of Three hundred forty-one and Sixty hundredths (341.60) feet to the Southeast Corner of MELODY LANE CENTER, a Subdivision to the Town of Jenks, Tulsa County, State of Oklahoma, according to the recorded Plat No. 3303; THENCE continuing South 89° 42' 02" West along the South line of said MELODY LANE CENTER, a distance of Three hundred ninety-five (395.00) feet to a point; THENCE due North a distance of Two hundred thirty-two and Forty-two hundredths (232.42) feet to a point; THENCE due East a distance of Forty-four and Ninety-nine hundredths (44.99) feet to a point; THENCE due North a distance of Twenty-four and Sixty-four hundredths (24.64) feet to a point; THENCE due East a distance of Three hundred fifty (350.00) feet to a point on the East property line of said MELODY LANE CENTER; THENCE due South a distance of Two hundred fifty-five and Seventeen hundredths (255.17) feet to the POINT OF BEGINNING.

TRACT 3:

BEGINNING at the Southeast Corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-four (24), Township Eighteen (18) North, Range Twelve (12) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof; THENCE North Two hundred fifty-five (255) feet; THENCE West Three hundred forty-one and Six tenths (341.6) feet; THENCE South Two hundred fifty-five (255) feet; THENCE East Three hundred forty-one and Six tenths (341.6) feet to the POINT OF BEGINNING.

EXHIBIT D

State of Oklahoma, to-wit: A tract of land situated in Lot 2, Block 2, MELODY LANE CENTER ADDITION, a subdivision to the City of Jenks, Tulsa County, Oklahoma, and being more particularly described as follows, to-wit: Beginning at a point on the South line of Lot 2, 398.19 feet West of the Southeast corner thereof; thence West along said lot line a distance of 39.32 feet; thence Northwest along said Southwesterly property line of Lot 2 a distance of 40.81 feet; thence North a distance of 206.34 feet; thence East a distance of 70.5 feet; thence South a distance of 232.81 feet to the point of beginning, containing in all 0.367 Acres, and an easement for ingress and egress of 20 feet; the center line of which begins 10 feet South of the Northeast corner of the said property, thence East 58.01 feet; thence North approximately 420 feet to Main Street, provided the grantor shall have the right to change the location of this easement at any time so long as the grantee shall have a 20 foot access from his property to a public street.

EXHIBIT E

23 JUN 99 09:24:42
 G:\9840001\formu - main & abutments\dwg\rvr\rd.dgn

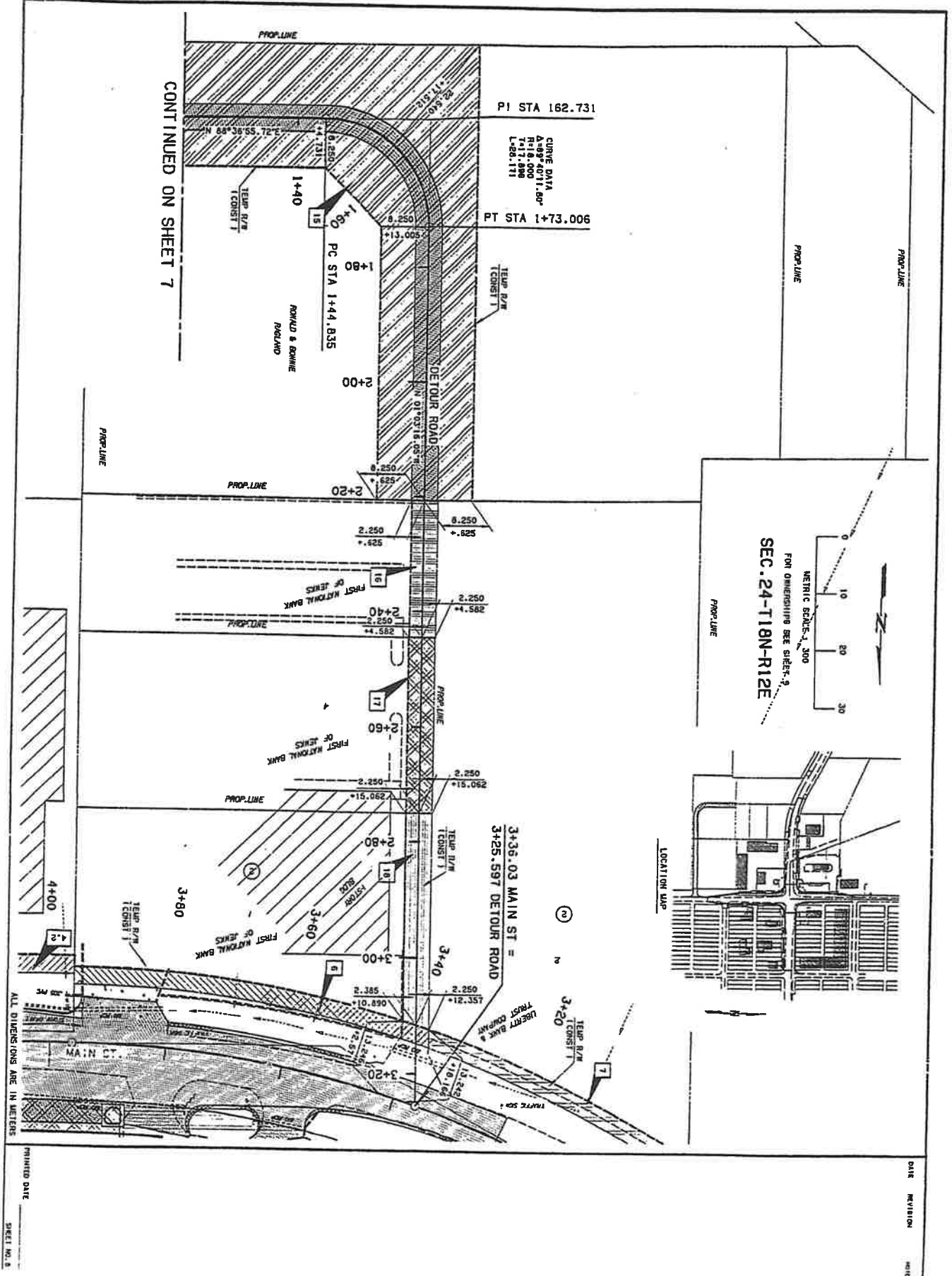
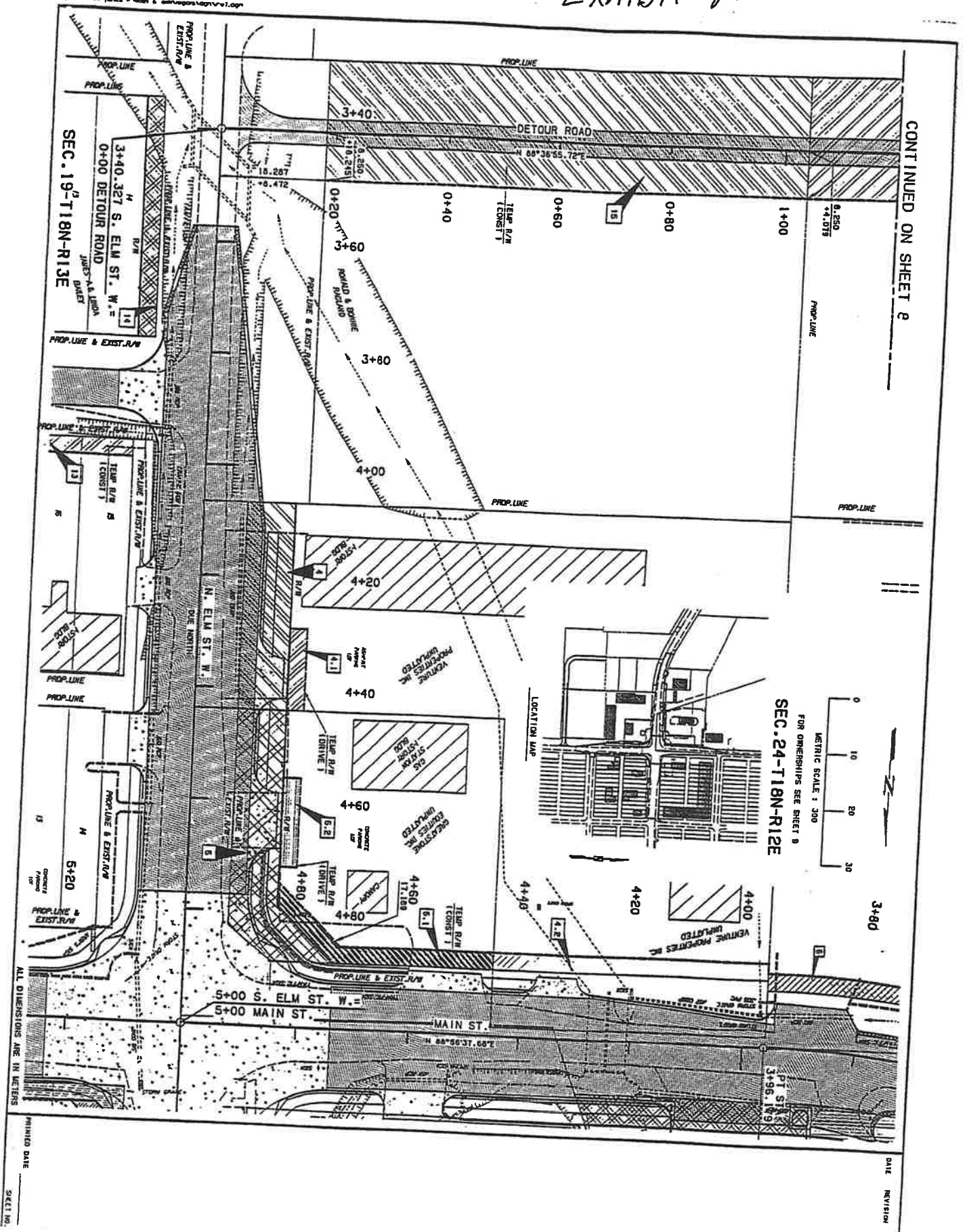


Exhibit F

23 JUN 95 0524:33
p15640003 jenkins - addn - amr\egors\egors\7.00p

CONTINUED ON SHEET 2



DATE REVISION

02/09/00 12:07:46
8.00

(For Filing Only)

Quit-Claim Deed

(CORPORATION FORM)

THIS INDENTURE, Made this 4th day of February, 2000,
between Ragland's Riverside Pharmacy, Inc.
a corporation, organized under the laws of the State of Oklahoma
of the County of Tulsa State of Oklahoma, party of the first part,
and Ronald Paul Ragland, Trustee of the Ronald Paul Ragland Revocable
Trust dated October 16, 1997 party of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of
Ten and other good and valuable consideration DOLLARS
to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell
and convey unto the said party of the second part, and to his heirs and assigns forever, all
their right, title, interest and estate, both at law and in equity, of, in and to the following described real
estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

Lot Seventeen (17) Block Ten (10) Wagon Wheel
Addition, a subdivision in Tulsa County, State
of Oklahoma, according to the recorded plat
thereof also known as 10625 East 4th Place,
Tulsa, Oklahoma.

No stamps 6853202 (4)

Together with all and singular the hereditaments and appurtenances thereunto belonging. To have
and to hold the above granted premises unto the said party of the second part his heirs and
assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its
Corporate Seal to be affixed the day and year first above written.

CORPORATION
SEAL

Ragland's Riverside Pharmacy, Inc.
Name of Corporation.

ATTEST

By Bonnie G. Ragland
Secretary.

By Ronald Paul Ragland
President.

STATE OF OKLAHOMA.

County of Tulsa

SS.

CORPORATION ACKNOWLEDGMENT.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of
February, 2000, personally appeared Ronald Paul Ragland

and Bonnie G. Ragland

to be known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its
President and Secretary and acknowledged to me that they executed the same as their free and
voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein
set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My commission expires

June 16, 2001

Ronnie R. Esmiston

Notary Public.

6325 0564
JENKS, OK 74037
906 WEST D
RON RAGLAND
6/16/01 Notary Public



January 4, 2001

Rod's Copy

Mr. Jim Bailey, Commissioner
Drainage District #13
511 South 1st
Jenks, Oklahoma 74037

**RE: *Partial Release of Easement
Ragland Plaza I***

Dear Mr. Bailey:

Enclosed herein is a survey/plat of Ragland Plaza I showing the following relevant information:

- (1) Existing West Boundary Line of present Drainage District 13 Easement (in blue);
- (2) Proposed West Boundary Line (in yellow);
- (3) Existing Center Line of Levee (in pink.)

Please note that the proposed west boundary line is 47 feet west of the Center Line of the Levee.

I respectfully request that the Drainage District execute a partial release of its easement which will result in clearing the area between the blue line and the yellow line or approximately 29 feet on the north end of Lot 30 and approximately 33 feet on the south end of Lot 30. The existing easement covers the "East 250 feet of Lot 30." The proposed boundary will run parallel with the Center Line of the Levee as opposed to the present line which veers eastward a few feet, as shown on the drawing.

The City of Jenks has agreed to conform the west boundary of its requested easement with the line of the Drainage District which results from this Partial Release.

Mr. Jim Bailey
January 4, 2001
Page Two

Please let me know if you require any additional information. As soon as you let me know, I will draft and submit a Partial Release of Easement which sets out the exact legal description of the area to be released.

Thank you for your consideration.

Yours very truly,

COPY

Ron Ragland



511 South 1st • Jenks, OK 74037 • Phone: (918) 746-3788 • Pager: (918) 624-6797

JIM BAILEY
Commissioner

February 1, 2001

Mr. Ron Ragland
906 West D Street
Jenks, Oklahoma 74037

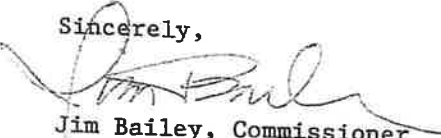
This is in reply to your request as per your letter dated January 4, 2001.
This pertains to the Jenks Flood Project.

The requested change in the levee easement is between East Main Street and East "B" Street on the west side of the levee at the Arkansas River Bridge. The land adjacent to the levee has been filled with about seven feet of soil, which reduces the size of the easement needed for maintenance of the levee. The proposed new easement line is 47 feet from the centerline of the levee and about 21 feet from the toe of the levee. This provides adequate space for operation and maintenance of the levee. Accordingly, we do not have any objections to the reduced width of the levee easement as shown on the attached survey plat.

On the new easements, the new legal descriptions should be identified and filed in the Court House at no expense to the Levee District.

If you have any questions, please contact me at 918-688-4620.

Sincerely,


Jim Bailey, Commissioner
Drainage District No. 13

xc: Bob Edmiston

MONNET & EDMISTON
ATTORNEYS AT LAW

SUITE 308
616 S MAIN STREET
TULSA, OKLAHOMA 74119-1261

ROBERT R. EDMISTON
EDWARD O. MONNET
NOT A PARTNERSHIP

February 2, 2001

TELEPHONE
(918) 587-5444

FACSIMILE
(918) 585-2444

Mr. Sam Balsiger
City of Jenks
211 North Elm
Jenks, Oklahoma 74037

RE: *Ragland Plaza I*

Dear Sam:

As per our earlier conversations, I have enclosed herein a copy of Mr. Jim Bailey's letter (Drainage District 13) to Mr. Ron Ragland in which Mr. Bailey approves the release of a portion of the District's drainage easement and its relocation as shown on the enclosed survey.

The District's easement as it presently exists is shown in blue. The "approved" line is relocated in yellow. The CenterLine of the levee is shown in pink.

Please take whatever steps are needed to complete the platting process. Mr. Ragland is ready to sign the Final Plat (to be filed) when you advise him to do so.

This letter also serves to confirm Mr. Ragland's agreement, in return for the City's completion of the platting process without further requirement and its acceptance of the legal description of Ragland Plaza I as shown on the plat without further requirements, to extend from twenty-four (24) months to twenty-six (26) months (August 2, 2001 to October 2, 2001) Paragraph 8. (c) of the August 2, 1999 Agreement between the City and the Raglands. This means the City will have a couple more months to complete the road project on the west side of town in return for conceding ownership to Ragland of the platted area, subject, of course, to easements of record.

Please let me know when the Final Plat has been readied for my client's approval as stated herein.

Yours very truly,

COPY

Robert R. Edmiston

RRE/ce

Enclosure

cc. Ron Ragland

Tulsa County Clerk - EARLENE WILSON
Doc# 01017781 Pgs 2 B/P 6478/1897-1898
Receipt # 495468 02/22/01 13:33:32
Fee 10.00



Mailing Address 906 W. "D" ST. JENKS, OK 74037-2902 (for Filing Only)
Rt

General Warranty Deed
(with Survivorship Clause)

THIS INDENTURE, Made this 22nd day of February, 2001
between Ronald P. Ragland, husband of Bonnie Gale Ragland

Part y of the first part, and
✓ Ronald P. Ragland and Bonnie Gale Ragland,
husband and wife
with the right of survivorship as hereinafter set out, parties of the second part.

WITNESSETH: That in consideration of the sum of
Ten and no/100 ----- DOLLARS,
and other good and valuable considerations, receipt whereof is hereby acknowledged, said part y of the
first part do es by these presents grant, bargain, sell and convey unto
Ronald P. Ragland and Bonnie Gale Ragland, husband and wife

as joint tenants,
and not as tenants in common, on the death of one, the survivor, the heirs and assigns of the survivor, to
take the entire fee simple title, the following described real estate situated in Tulsa
County, State of Oklahoma, to-wit:

(SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION)

(No revenue stamps pursuant to 68 OS 3202E, Item 4)

TO HAVE AND TO HOLD the same as joint tenants, and not as tenants in common, with the fee simple title in the survivor, the heirs and assigns of the survivor, together with all and singular the tene-
ments, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

And said Ronald P. Ragland, husband of Bonnie Gale Ragland, his heirs, successors, grantees, executors, and administrators, do es hereby covenant and agree to and with said parties of the second part that, at the delivery of these presents, that he is not lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgements, estates, taxes, assessments and encumbrances of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due;

and that part y grantor will WARRANT AND FOREVER DEFEND the same unto said parties of the second part, their heirs, successors and assigns against said part y of the first part, his heirs, successors and assigns, and all and every person or persons whomsoever, lawfully claiming, or to claim the same.
IN WITNESS WHEREOF, part y of the first part, ha s executed or caused to be executed this instrument the day and year first above written.

Ronald P. Ragland
Ronald P. Ragland

STATE OF OKLAHOMA

County of Tulsa } ss

(Individual Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of February, 2001, personally appeared
Ronald P. Ragland, husband of Bonnie Gale Ragland

known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day
at last above written.
My commission expires:

March 15, 2004

Bill Crichon
Notary Public



6478 1898

EXHIBIT "A"

A tract of land situated in Lot 2, Block 2, MELODY LANE CENTER ADDITION, a subdivision to the City of Jenks, Tulsa County, Oklahoma, according to the recorded Plat thereof, and being more particularly described as follows, to-wit: Beginning at a point on the South line of Lot 2, 398.19 feet West of the Southeast corner thereof; thence West along said lot line a distance of 39.32 feet; thence Northwest along said southwesterly property line of Lot 2, a distance of 40.81 feet; thence North a distance of 206.34 feet; thence East a distance of 70.5 feet; thence South a distance of 232.81 feet to the point of beginning, containing in all 0.367 acres and an easement for ingress and egress of 20 feet; thence center line of which begins 10 feet South of the Northeast corner of the said property, thence East 58.01 feet; thence North approximately 420 feet to Main Street, provided the grantor shall have the right to change the location of this easement at any time so long as the grantee shall have a 20 foot access from his property to a public street.



8394.000
Barrow & Grimm, P.C.
110 W. Seventh Street, Ste 900
Tulsa, OK 74119

EXEMPT FROM DOCUMENTARY STAMPS
PURSUANT TO 68 O.S. § 3202(4)

QUIT-CLAIM DEED

THIS INDENTURE, made this 23 day of February, 2010, between Ronald Ragland and Bonnie Ragland, husband and wife, of Bixby, State of Oklahoma, Grantors, and Bonnie Gale Ragland, as Trustee of the Bonnie Gale Ragland Revocable Trust originally dated October 16, 1997, as amended February 23, 2010, Grantee, whose mailing address is 7280 East 112th St. South, Bixby, Oklahoma 74008.

WITNESSETH, That said Grantors, in consideration of the sum of Ten Dollars (\$10.00) to them duly paid, the receipt whereof is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey unto the said Grantee, and to Grantee's successors and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to, the following described real estate, situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above granted premises unto the said Grantee, Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year above written.

Ronald Ragland
Ronald Ragland

Bonnie Ragland
Bonnie Ragland

BARROW & GRIMM

110 W 7TH ST STE 900
TULSA, OK 74119

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 23rd day of February, 2010, personally appeared Ronald Ragland and Bonnie Ragland, husband and wife, 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.

GIVEN under my hand and seal of office the day and year above written.

Tracy Costa
Notary Public

My Commission Expires:

7/28/2010

Commission No. 06007353



EXHIBIT "A"

A tract of land located in Lot 2, Block 2, "Melody Lane Center", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, according to the official recorded plan thereof, Plat No. 3303, as filed in the records of the Tulsa County Clerk's office, being more particularly described as follows:

Commencing at the southeast corner of the NE/4 of the SE/4 of Section 24, T-18-N, R-12-E of the Indian Meridian;

Thence S 89°42'02" W along the south line of the NE/4 of the SE/4 of Section 24, a distance of 341.60 feet to the southeast corner of Lot 2, Block 2, "Melody Lane Center";

Thence continuing S 89°42'02" W along the south line of Lot 2, Block 2, "Melody Lane Center" a distance of 233.40 feet to the "Point of Beginning";

Thence continuing S 89°42'02" W along the south line of Lot 2, Block 2, "Melody Lane Center" a distance of 161.60 feet;

Thence N 00°00'00" E a distance of 232.42 feet;

Thence N 90°00'00" E a distance of 44.99 feet;

Thence N 00°00'00" E a distance of 24.64 feet;

Thence N 90°00'00" E a distance of 350.00 feet to the east line of Lot 2, Block 2, "Melody Lane Center";

Thence S 00°00'00" W along the east line of Lot 2, Block 2, "Melody Lane Center", a distance of 195.00 feet;

Thence S 89°42'02" W a distance of 233.40 feet;

Thence S 00°00'00" W a distance of 60.00 feet to the "Point of Beginning".

Said tract contains 86,016 square feet or 1.9747 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°42'02" W along the south line of the NE/4 of the SE/4 of Section 24, T-18-N, R-12-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

**Agreement for Donation of Right-of-Way
and Construction of Street with Traffic Signals
on Elm at Ron Ragland Property**

The City will:

- leave existing detour road in place to be utilized for future roadway. The detour road may be left in place and utilized at the current time but will be closed and removed by the City at the property owners request should a transaction occur on the property that necessitates removal of the north-south section of road.
- future roadway will be curb and gutter with storm sewers.
- right-of-way width will be maximum of 60' and will be reduced to 50' if design will allow.
- an allowance for signage will be made for the width of the donated right-of-way as being still under ownership as Elm frontage.
- a maximum of \$250 in legal fees will be paid to the property owner.
- a maximum of \$850 in appraisal fees will be allowed for the property appraisal.
- the property owner shall approve the appraiser to be used.
- the open area on the donated right-of-way can be considered as greenbelt for purposes of meeting landscaping requirements.
- the new street shall not be considered an arterial and therefore 50' lot widths will be allowed on its frontage.
- street lights will be placed on the new street.
- the existing fire hydrants on Elm and north of Reasor's are adequate for property development.
- discussions will be held with the State regarding the possibility of covering Wilmott Creek as it crosses the property.
- sign the IRS form 8283, Non-Cash Contribution Form to show a donation amount based upon the appraisal

The property owner will:

- Donate the right-of-way for the roadway along the north side of Reasor's which will be 60' in width but may be reduced to 50' in width if the project design allows. The existing easement is within the 60' as described above.

Note: This Agreement is not a sale of the property and is a donation of property to the public.

 _____ Ronnie L. Ragland Property Owner(s) Date 7-16-01	 _____ City of Jenks Date 7-16-01
--	--

2003

Tulsa County Clerk - EARLENE WILSON
Doc# 03187866 Pages 1 B/P 7198/0636-0636
Receipt # 698659 12/15/03 14:22:31
Fee 13.00 Stamps 1200.00



Mail taxes to:
3720 E. 31st Street
Tulsa, OK 74135

GUARANTY ABSTRACT COMPANY,
320 SOUTH BOULDER
P. O. BOX 3048
TULSA, OKLAHOMA 74101

Doc Stamps \$1,200.00

WARRANTY DEED
Oklahoma Statutory Form

THIS INDENTURE is made this 15th day of December A.D., 2003 between Ronald P. Ragland and Bonnie Ragland, husband and wife, party of the first part, and Tulsa Teacher's Credit Union, party of the second part.

WITNESSETH, That in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does, by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

A part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Nineteen (19), Township Eighteen (18) North, Range Thirteen (13) East of the Indian Base and Meridian in Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, more particularly described as follows:

Beginning at a point Six Hundred Seventy-five (675) feet and Five Hundred Forty-two and One Hundredths (542.01) feet North of the Southwest corner of said Northeast Quarter of Southeast Quarter (NE/4 SE/4) of said Section 19, Township 18 North, Range 13 East, Tulsa County, Oklahoma, running thence North a distance of Four Hundred Thirteen and Twenty-nine Hundredths (413.29) feet to the South line of the Right-of-Way of the Tulsa County Road; thence North 53° and 33' East along the South line of said Right-of-Way, a distance of Two Hundred Seven and Two Hundredths (207.02) feet; thence along the South line of said Right-of-Way, along a curve to the right having a radius of Five Hundred Forty-three (543) feet, a distance of Sixty-five (65) feet; thence South a distance of Five Hundred Seventy-four and Nine Tenths (574.9) feet; thence West a distance of Two Hundred Eighteen and Eight Tenths (218.8) feet to the Place of Beginning.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever. And said party of the first part, their heirs and assigns does hereby covenant, promise and agree to and with said party of the second part, at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, its successors and assigns, against said party of the first part, their heirs and assigns and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

Ronald P. Ragland
Ronald P. Ragland

Bonnie Ragland
Bonnie Ragland

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

✓ Guaranty Abstract Company
P.O. Box 3048
TULSA, OKLAHOMA 74101



This instrument was acknowledged before me on this 15th day of December, 2003, by Ronald P. Ragland and Bonnie Ragland, husband and wife.

My Commission Expires 10/17/04

(seal)



[Signature]
Notary Public
Commission No.: 00015786

Filed by GUARANTY ABSTRACT COMPANY and
returned to E-148080 AP

① 60000

7198 0636

AGREEMENT FOR PLACEMENT OF SIGN

That Ron Ragland and Bonnie Ragland (Ragland), owners of property at the southeast corner of 9th and B Streets in Jenks, Oklahoma, hereby consent to the Jenks Aquarium Authority (JAA) placing an Oklahoma Aquarium sign on said property. That JAA agrees to remove said sign from the Ragland's property upon ten (10) days advance notice. JAA further agrees that it will hold Ragland harmless from any claims which might be asserted against Ragland as a result of the placement of said sign on their property. That JAA agrees to keep said sign in good condition.

Dated this 3rd day of ~~April~~^{May KR}, 2004.

JENKS AQUARIUM AUTHORITY

By: 

Title

Dated this 26 day of April, 2004.


RON RAGLAND


BONNIE RAGLAND



CITY OF JENKS

211 NORTH ELM STREET • P.O. BOX 2007

JENKS, OKLAHOMA 74037-2007

PHONE (918) 299-5883 • FAX (918) 299-4489

November 29, 2004

Mr. & Mrs. Ron Ragland
906 West D Street
Jenks, Ok 74037

Re: Elm Street widening

Dear Mr. & Mrs. Ragland:

As part of the above street widening project, the City of Jenks will need to acquire a temporary construction easement of 3,000 square feet (25' X 120') to assist in the road widening and drainage way improvements. The City is offering \$.25 per square foot for the temporary construction easement for a sum of \$750.00, unless a property owner wants to donate the same, in which event a donation letter would be provided which you could use as a tax deduction.

I am enclosing a copy of the plan drawings depicting the portion of the property affected as well as a copy of the easement documents. Also included is a Property Rights Brochure, Donation Certificate and formal Offer Letter. If this offer meets with your approval or if you decide to donate the same, please advise and we will arrange to have the documents signed. Please let me know if you have any questions.

Very Truly Yours,

Stephen L. Oakley
Jenks City Attorney



CITY OF JENKS

211 NORTH ELM STREET • P.O. BOX 2007

JENKS, OKLAHOMA 74037-2007

PHONE (918) 299-5883 • FAX (918) 299-4489

December 29, 2004

Mr. Ron Ragland
906 West D Street
Jenks, Ok 74037

Re: Elm Street Widening and dedication of land for roadway

Dear Ron:

After our meeting, I got clarification on the legal description and have enclosed a Right-of-Way Easement and a separate Deed of Dedication. You may want to use the Deed of Dedication because that is actually transferring ownership to the 60 foot strip which will take it off your property tax bill. Either one is ok with me.

I visited with Mike McClain and when not including the 60 foot right-of-way on Elm, you are transferring 55,998.98 square feet to Walgreens. With your purchase price of \$825,000, this computes to \$14.73 per square foot. The 60' X 515' strip you will be conveying to the City is 30,900 square feet, which at a value of \$14.73 per square foot equals \$455,157.00 as the value of the donation to the City for which you will receive a letter acknowledging the same for tax deduction purposes.

Mike is also reviewing the Temporary Construction Easement that I had forwarded to you to make sure Walgreens has no problem with it.

Let me know if any questions and when we can get together to sign off on the transfer.

Very Truly Yours,

Stephen L. Oakley
Jenks City Attorney

cc: Randy Ewing
Mike Tinker
Robert Bell

July 17, 2004

Mr. Ronald Ragland
c/o KenProp, Inc.
2525 E. 21st St.
Tulsa, OK 74114

Re: Purchase and Sale Agreement dated March 15, 2004 by and between Hawkins Companies LLC, as buyer, and Ronald and Bonnie Ragland, husband and wife, as seller ("Agreement").

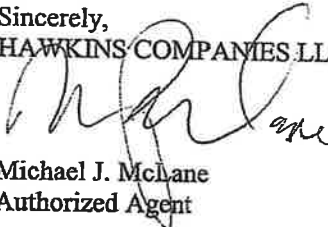
Dear Mr. and Mrs. Ragland:

Steve Kennedy has informed me that he has discussed Walgreen's budget constraints on this project with you. In an effort to pull this project together on budget he also informs me that you have agreed to a \$50,000.00 concession on the purchase price. Accordingly, the purpose of this letter is to memorialize these discussions.

Therefore, the Buyer and Seller hereby agree that the Total Purchase Price as set forth in Paragraph 2 of the Agreement is \$825,000.00. All other terms and conditions of the Agreement remain unchanged.

Please let me express my appreciation for your understanding in this matter.

Sincerely,
HAWKINS COMPANIES LLC


Michael J. McLane
Authorized Agent

AGREED AND ACCEPTED THIS 17th DAY OF JULY, 2004.


Ronald Ragland


Bonnie Ragland



To: Robert Bell
From: Steve Kennedy
Date: December 20, 2004

Fax#: 299-4489.

Re: Gift Letter.

Mr. Ragland would like to meet and discuss the "Gift Letter" and the other items on the list as soon as possible. Please call Mr. Ragland at 299-2309 to arrange for a meeting. I will adjust my schedule accordingly.

Thank you,

A handwritten signature in cursive script, appearing to read "Steve".

Information furnished regarding premises for sale, rental, or financing is from sources deemed reliable, but no warranty or representation is made as to the accuracy thereof and same is submitted subject to errors, omission, change of price, rental, financing or other conditions, prior sale, lease purchase, or withdrawal without notice. This is a bulletin and not an offer. Any offer must be based on the purchasers own investigation and not on the representation made by the seller or by us.

2525 EAST 21st • SUITE 106 • TULSA, OKLAHOMA 74114 • 918/749-5554 • FAX 918/749-5584

2005

Tulsa County Clerk - EARLENE WILSON
Doc# 2005006194 Pg# 1
Receipt # 774298 01/19/05 10:33:43
Fee 13.00



DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT Ronald Ragland and Bonnie Ragland, husband and wife, hereinafter called Grantor(s) in consideration of the benefit to the public and the CITY OF JENKS, hereinafter called Grantee, does hereby grant, transfer, dedicate and convey to said Grantee, its successors and assigns, the following land owned by Grantor in Tulsa County, State of Oklahoma, to-wit:

Commencing at the Southeast Corner of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 24, Township 18 North, Range 12 East of the I.B. & M., Tulsa County, Oklahoma, thence South 89° 42' 02" West a distance of 60 feet to the point of beginning; thence South 89° 42' 02" West a distance of 515 feet; thence due North 60 feet; thence North 89° 42' 02" East a distance of 515 feet; thence due South 60 feet to the point of beginning.

IN WITNESS WHEREOF, the said Grantor(s) has/have executed this instrument on this 12th day of January, 2005.

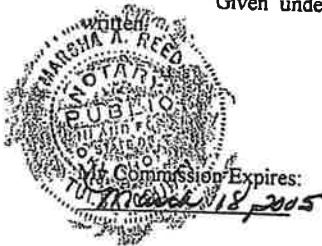
Ronald Ragland
Ronald Ragland

Bonnie Ragland
Bonnie Ragland

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 12th day of January, 2005, personally appeared Ronald Ragland and Bonnie Ragland, to me known to be the identical person(s) 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.

Given under my hand and seal of office the day and year above first



Maisha A. Reed
Notary Public

#01002034



Return to: City of Jenks
P.O. Box 2007
Jenks Ok. 74037

steve@kenprop.com

From: "Tulsa" <tulsa@hawkinscompanies.com>
To: <steve@kenprop.com>
Cc: "Rob Dickinson" <rdickinson@hawkinscompanies.com>
Sent: Friday, January 07, 2005 2:35 PM
Subject: Jenks, OK

Per our conversation Hawkins Cos. has no objection to Mr. Ragland signing the Temporary Construction Easement for the widening of Elm Street. Thank you.

*Signed off on this in
Steve Oakley's office
1-12-05*

*Signed off on this in
Steve Oakley's office.....
1-12-05 to be
approved by Council on
the following Tuesday
meeting 1-18-05*

1/10/2005



CITY OF JENKS

211 NORTH ELM STREET • P.O. BOX 2007

JENKS, OKLAHOMA 74037-2007

PHONE (918) 299-5883 • FAX (918) 299-4489

January 19, 2005

Ronald & Bonnie Ragland
906 West D Street
Jenks, Ok 74037

Re: Deed of Dedication Donation

Dear Mr. & Mrs. Ragland:

Please be advised that the Jenks City Council accepted your Deed of Dedication to a strip of land in the Northeast Quarter of the Southeast Quarter of section 24, Township 18 North, Range 12 East of the I.B.&M., being 60' X 515'. This computes to 30,900 square feet. Based upon the sales price of the adjacent property of \$14.73 per square foot, your donation to the City of Jenks has a value of \$455,157.00. On behalf of the City, I want to thank you for this donation of land which will be used in the future for needed roadway improvements.

Very Truly Yours,

Stephen L. Oakley
Jenks City Attorney

cc: Mayor Vic Vreeland
V.R. (Randy) Ewing, City Manager

#01002034



CITY OF JENKS

211 NORTH ELM STREET • P.O. BOX 2007

JENKS, OKLAHOMA 74037-2007

PHONE (918) 299-5883 • FAX (918) 299-4489

January 21, 2005

Mr. Joe Fisher
102 East 2nd Street
Sand Springs, Ok. 74063

Re: Appraisal of property of Ronald & Bonnie Ragland donated to the City of Jenks

Dear Mr. Fisher:

Enclosed find copy of my letter to the Raglands acknowledging the value of the donation based upon the contract sales price of the adjacent property and your preliminary estimate. Enclosed also find a copy of the signed Deed of Dedication as well as an IRS Form 8283. After you have completed your appraisal in written form please fill out the form with the Raglands and then forward to me and I will have our Mayor sign Part IV the "Donee Acknowledgement", and return to the Raglands.

Please feel free to call if questions.

Very Truly Yours,

Stephen L. Oakley
Jenks City Attorney

Mr. & Mrs. Ron Ragland
906 West D Street
Jenks, Ok. 74037

**CITY OF JENKS**

211 NORTH ELM STREET • P.O. BOX 2007

JENKS, OKLAHOMA 74037-2007

PHONE (918) 299-5883 • FAX (918) 299-4489

June 10, 2005

Mr. Ron Ragland
906 West D
Jenks, Ok. 74037

Dear Ron:

Per our discussion regarding the Agreement of 1999 between you and Bonnie and the City of Jenks regarding the detour road that was established when the City needed the same while making the intersection improvements at Main and Elm, it has now been in place beyond the two years called for in the Agreement. However, it is my understanding that you will allow the same to remain in place over your property until the "Turnpike to B" project is completed along with the realignment of Beaver Street if the City will continue to mow the areas called for under the Agreement as consideration for the continued use of the detour route. As we discussed, there is no intention of the City to try to acquire an easement over this route by adverse possession. Although when the Agreement was made and the two year limit was included, that was to assure you that the same would not last indefinitely. But with the Elm widening project and your marketing of land, it only seems logical to allow the same to remain in place until after the completion of the "Turnpike to B" project.

If I have misstated our understanding, please advise. Otherwise I would assume we can view the Agreement as to the detour road extended as noted herein.

Very Truly Yours,


Stephen L. Oakley
Jenks City Attorney

cc: V.R. (Randy) Ewing
F. Robert Carr, P.E.

**CITY OF JENKS**

211 NORTH ELM STREET • P.O. BOX 2007

JENKS, OKLAHOMA 74037-2007

PHONE (918) 299-5883 • FAX (918) 299-4489

July 6, 2005

Mr. Ron Ragland;
906 West D
Jenks, Ok 74037

Dear Ron:

In light of our conversations in regard to my June 10th letter to you, it is our mutual understanding that the same was not meant to invalidate the Agreement of 1999 relating to the detour road on your property southwest of Main & Elm. The City will remove the portion which you did not recently dedicate upon 30 days advance notice from you. As mentioned, hopefully there will not be a need to remove the same until the "Turnpike to B" improvements on Elm are completed.

Also, since the City has the use of the area where the detour road is located and the City installed and maintains the road, the City would assume any liability related to the same which might lawfully be asserted.

Hopefully, this adequately addresses the concerns you raised in relation to the continued use of the detour road after the time limit expiration for its use as set forth in the 1999 Agreement.

Very Truly Yours,

Stephen L. Oakley
Jenks City Attorney

cc: V. R. (Randy) Ewing

Letter of Agreement

This Letter of Agreement ("LOA"), entered into this 19 day of October, 2012, by and between Ron and Bonnie Ragland, Trustees of the Bonnie Gale Ragland Revocable Trust, ("Ragland") and the City of Jenks, Oklahoma ("City"), sets forth the agreement and understanding between the parties.

RECITALS:

Ragland is the owner of that property consisting of 6,110.3 square feet located in the City of Jenks, Oklahoma, more particularly described on Exhibits "A" and "B" attached hereto and incorporated by reference (the "Property").

The City has determined that it needs to acquire the Property from Ragland for roadway and related drainage purposes.

Ragland and the City, both being represented by legal counsel, have engaged in good faith, arms length, negotiations regarding the Property, its value and appropriate consideration to be paid for its acquisition by the City, and have agreed to enter into a compromise in order to avoid the uncertainty, time and expense of litigation.

Accordingly, Ragland and the City hereby agree as follows:

1. Ragland and the City agree, solely for the purposes of this LOA, that the current market value of the Property is \$14.00/per square foot for a total value of \$85,544.20.
2. Ragland has agreed to sell 2,500 square feet of the Property to the City for \$14 per square foot for a total purchase price of \$35,000.000 ("Purchase Price").
3. Ragland has further agreed to donate as a gift to the City, the remaining 3,610.3 square feet of the Property, based upon a value of \$14 per square foot for a total donation valued at \$50,544.20.
4. Ragland shall convey the Property to the City by Deed of Dedication upon receipt of the Purchase Price. Said Deed of Dedication will warrant that there are no outstanding liens or encumbrances on the property conveyed, and that Ragland, its successors and assigns will hold the City harmless from any adverse claims and will indemnify the City if it has to defend title.
5. The City shall be responsible for all costs of surveys, abstracting, title insurance premiums and any other cost or expense associated with the transfer and conveyance of the Property to the City, save and except Ragland's legal fees, which shall be the sole responsibility of Ragland.
6. This LOA reflects a compromise between Ragland and the City to avoid the uncertainty of a condemnation award and determination and to avoid the time and expense of litigation.
7. Ragland and the City agree that the valuation of the Property shall not be utilized as a basis for valuation of any other real property now or hereafter owned by Ragland, or a related entity, which the City may, at some point in the future, wish to acquire.

8. Ragland further agrees that it will not provide copies of this agreement to third parties, other than prospective purchasers of all or a portion of Lot 2, Block 2, Melody Lane Center, its accountants, its legal representatives, its property appraisers, the Internal Revenue Service and/or pursuant to an Order of a Court of competent jurisdiction.
9. The closing of this transaction shall occur at a date and time mutually agreeable to the parties.

Intending to be legally bound, the parties have executed this LOA the day and year above first written.

“Ragland”

By Ron Ragland
Ron Ragland, Trustee

By Bonnie Ragland
Bonnie Ragland, Trustee

“City”

City of Jenks, Oklahoma
By Mike Tinker
Mike Tinker, City Manager

Exhibit "A"
Lot 2 Block 2 Melody Lane Center
Access Description

Description

A TRACT OF LAND THAT IS A PART OF LOT TWO (2), BLOCK TWO (2), "MELODY LANE CENTER", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3303), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT TWO (2), BLOCK TWO (2); THENCE SOUTH 88°36'26" WEST AND ALONG THE SOUTH LINE OF SAID LOT TWO (2), FOR A DISTANCE OF 233.08 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°36'26" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 127.32 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 99.62 FEET, A CHORD BEARING AND DISTANCE OF NORTH 55°19'23" EAST FOR 109.33 FEET, FOR AN ARC DISTANCE OF 115.73 FEET; THENCE NORTH 88°36'14" EAST FOR A DISTANCE OF 35.96 FEET; THENCE SOUTH 01°21'41" EAST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

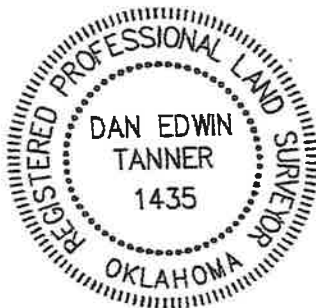
SAID TRACT CONTAINING 6,110.03 SQUARE FEET, BEING 0.140 ACRES, MORE OR LESS.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).

Real Property Certification

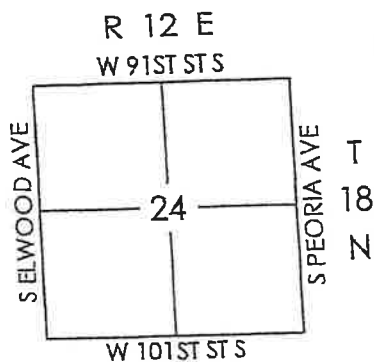
I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.




DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/13

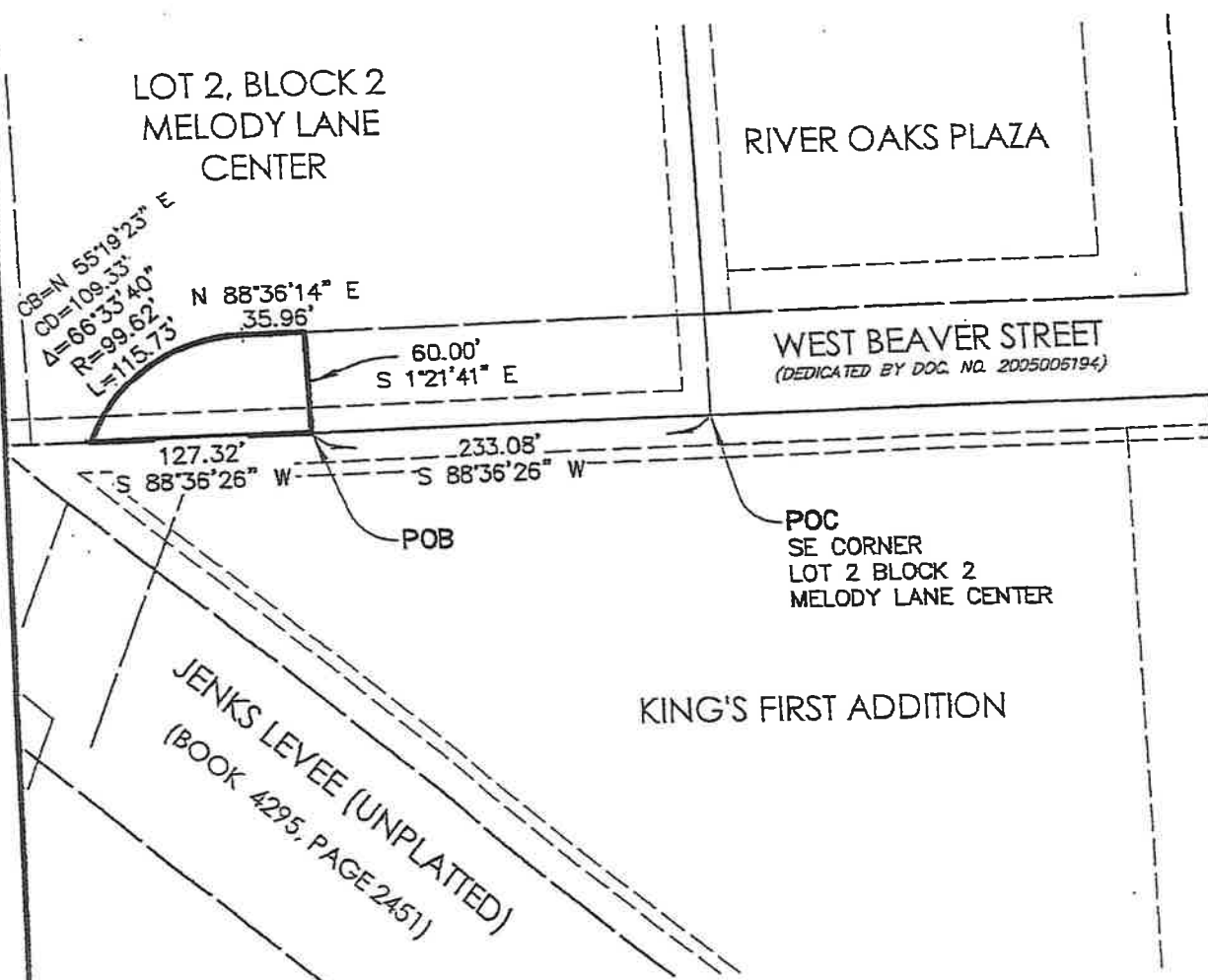
9.18.2012
DATE

Tanner Consulting, LL
5323 SOUTH LEWIS AVENUE • TULSA, OKLAHOMA 74105 • (918)745-1



Location Map

Exhibit "B" **Lot 2 Block 2 Melody Lane Center** **Access Exhibit**



LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
L	ARC LENGTH
R	RADIUS
Δ	ARC ANGLE
CB	CHORD BEARING
CD	CHORD DISTANCE

9/17/2012 12022_EX_ACCESS

Tanner Consulting, LL

5323 SOUTH LEWIS AVENUE • TULSA, OKLAHOMA 74105 • (918)745-1111



ROAD RIGHT-OF-WAY DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT Bonnie Gale Ragland and Ronald Ragland, Trustees of the BONNIE GALE RAGLAND REVOCABLE TRUST, hereinafter called the Grantor, for and in consideration of (One Dollar (\$1.00) and other good, valuable and sufficient considerations, does hereby grant, bargain, sell, convey and dedicate unto the City of Jenks, Oklahoma, the following described parcel of land located in Tulsa County, Oklahoma, for the purpose of establishing thereon a public roadway, utility and drainage facilities and/or other appurtenances necessary and incidental thereto, to-wit:

See EXHIBITS "A" & "B" Attached

For the same consideration hereinbefore recited, said Grantor hereby waives, relinquishes and releases any and all right, or interest in and to the surface of the above-granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials.

That Grantor warrants that there are no outstanding liens or encumbrances on the property conveyed, and that Grantor, its successors and assigns will hold the City of Jenks harmless from any adverse claims and will indemnify the City if it has to defend title.

IN WITNESS WHEREOF, the Grantor herein named have hereunto set their hands and seals this the 1st day of November, 2012.

BONNIE GALE RAGLAND REVOCABLE TRUST

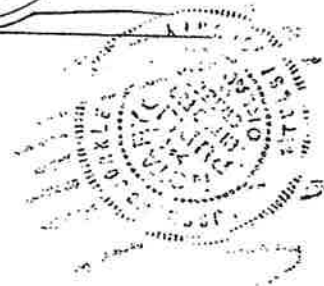
By: Bonnie Gale Ragland Trustee
BY: Ronald Ragland Trustee

[illegible]

This instrument was acknowledged before me on 15 day of November, 2012, by Bonnie Gale Ragland and Ronald Ragland as Trustees of the BONNIE GALE RAGLAND REVOCABLE TRUST.

My Commission Expires: 2/1/2013
My Commission Number: 01001927

(Notary)





December 1, 2021

Ronda Bender, Real Estate Agent
Chinowth & Cohen
2625 S. Elm Place
Broken Arrow, OK 74012
918.378.1261

RE: 41,405 sq. ft. of General Commercial District Land located at N 9th St. E, Jenks OK
(hereinafter referenced as "Property")

Subject: Broker's Opinion of Value (BOV) for Property

Ronda;

Pursuant to our conversations, we are pleased to provide you with our Broker's Opinion of Value for the subject Property located at the NE corner of Riverfront Drive and 96th St/ E. A St. in Jenks. Below are the general descriptions of the Property used in the analysis:

Total Square Feet of land:	41,405 sq. ft.
Frontage:	
96th St./ E. A St.:	198.45'
Aquarium Dr:	160.18'
Riverfront Dr.:	193.26'
SW Property Corner:	37.47'
East Property Line:	Irregular
Zoning:	General Commercial District (CG)

Valuation: We have determined the total lease value utilizing Leasing Comps, Improvement Cost, and Market approach comparisons.

Lease/Income Approach:

We have been materially involved in several recent transactions related to arterial street ground leases within the City of Tulsa. 10601 S. Memorial is a 0.77 acre site purchased for \$29.81/ sq. ft. This CG site is being ground leased to a drive-thru operation for \$90,000 annually. The benchmark and current market capitalization rate for this land asset are close to 5.00%, allowing our investors to potentially realize an 70% return if divested in Year 1. Had this site been limited with zoning and the existing use remained, the return to investors would be less than 10% based on the lease offer received from those restrictive use. The lease offers proposed and received on the existing use, which would be approved using the ROC zoning, were approximately \$60,000 annually. This reflects a 63% reduction in value creation. At the same cap rate of 5%, the value would be \$1,200,000. But considering the underwriting of that type of user, the cap rate would be closer to 7.5%, which would be a value of \$800,000, or a 27% loss relative to the acquisition cost.

The market rental rate for a ground lease for a drive-through user would be \$90,000 annually. A similar user for the site would attract cap rates in the 6% (location and traffic counts are the differentiator) which would then equate to a value of \$1,500,000. We have a similar ground lease at 51st St and Yale in Tulsa. Factoring in the same metrics from the Memorial property, if we had to limit the use due to zoning changes, the annual ground lease would be \$60,000. At 8.5% cap rate (7.5% adjusted for location and traffic counts to 8.5%), the value then is \$706,000, nearly a 50% drop in value. This analysis again reflects ground lease options only, which may not be the approach ownership desires.

Sales Comparable Approach:

Recent comparable sales in the Jenks area were evaluated on this approach and are attached.

1. 305 S. Elm St - 0.51 acre CG site was sold in July 2021 for \$675,000, or \$28.41/ sq. ft. Factoring in the adjacent city-owned land for parking, the net cost for the site was around \$19.45/ sq. ft. Dutch Bros. Coffee was Buyer and is constructing a drive-thru coffee shop.
2. 806 W. Main St - 0.3595 acre CG site sold in Feb 2021 for \$535,000, or \$33.24/ sq. ft. The site is being redeveloped as a multi-tenant center.

The subject Property has a superior location to the above 2 comparable properties. If we apply the \$19.45/ sq. ft. net cost for 305 S. Elm St, the value for the subject Property would be \$805,327.

Impact on Zoning Changes to Subject Property:

We believe a zoning change would have a negative impact with a 45% to 50% reduction in the value of the subject Property. Provided there are no zoning changes to ROC and it remains CG, we would co-list this property with you at a recommended target sale price of \$805,000 with an asking price around \$829,000 to allow for room to negotiate. Should the zoning be modified to ROC, we would recommend a target sale price of \$442,750 with an asking price of \$460,000.



***All of the above evaluation is contingent on the fact that the land does not have any encumbrances due to environmental issues and that there are no structural issues.

Please review and should you have any questions or comments related to the valuations, feel free to call on us. We can prepare the co-listing agreement for your review.

Thank you and we look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Looney".

David R. Looney, SIOR CCIM, Principal
Legacy Commercial Property Advisors, LLC

305 S Elm St

Jenks, OK 74037

**Commercial Land of 0.51 AC Sold on 7/1/2021 for \$625,000 -
Research Complete****buyer****Dutch Bros Coffee**
325 Tech Way
Grants Pass, OR 97526
(541) 955-4700**seller****WOOD FLOORS & TILE INC**
8166 S Memorial Dr
Tulsa, OK 74133**vital data**

Sale Date: **7/1/2021**
Escrow/Contract: -
Days on Market: **786 days**
Exchange: **No**
Conditions: **Build to Suit**
Density: -
Max No of Units: -
Price/Unit: -
Lot Dimensions: -
Frontage: -
Comp ID: **5565102**

Sale Price: **\$625,000**
Status: **Confirmed**
Down Pmnt: -
Pct Down: -
Doc No: -
Trans Tax: -
Corner: **No**
Topography: -
Improvements: -
Off-Site Improv: -
Zoning: **CG**
Submarket: **South**
Map Page: -
Parcel No: **R0154735 [Partial List]**
Property Type: **Land**
Proposed Use: **Retail, Office**

income expense data

	Gross	Net
Acres:	0.51 AC	-
Price/Acre:	\$1,237,378.74	-
SF:	22,002 SF	-
Price/SF:	\$28.41	-

Listing Broker**Chinowth & Cohen Realtors**
7510 E 111th St
Bixby, OK 74008
(918) 392-0900
DC Roberts**Buyer Broker****financing**

806 W Main St

Jenks, OK 74037

**Commercial Land of 0.37 AC Sold on 2/26/2021 for \$535,000 -
Research Complete****buyer****Red Dog Construction**
120 S 1st St
Jenks, OK 74037
(918) 706-5674**seller****Sharp Oil Company, Inc.**
118 W Pike St
Covington, KY 41011
(859) 261-1166**vital data**

Sale Date: **2/26/2021**
 Escrow/Contract: -
 Days on Market: -
 Exchange: **No**
 Conditions: -
 Density: -
 Max No of Units: -
 Price/Unit: -
 Lot Dimensions: -
 Frontage: -
 Comp ID: **5436809**

Sale Price: **\$535,000**
 Status: **Full Value**
 Down Pmnt: -
 Pct Down: -
 Doc No: **000000025664**
 Trans Tax: -
 Corner: **No**
 Topography: **Level**
 Improvements: -
 Off-Site Improv: **Cable, Curb/Gutter/Sidewalk, Electricity,**
 Zoning: **CG**
 Submarket: **South**
 Map Page: -
 Parcel No: **60760-82-24-22580**
 Property Type: **Land**
 Proposed Use: **Office**

income expense data

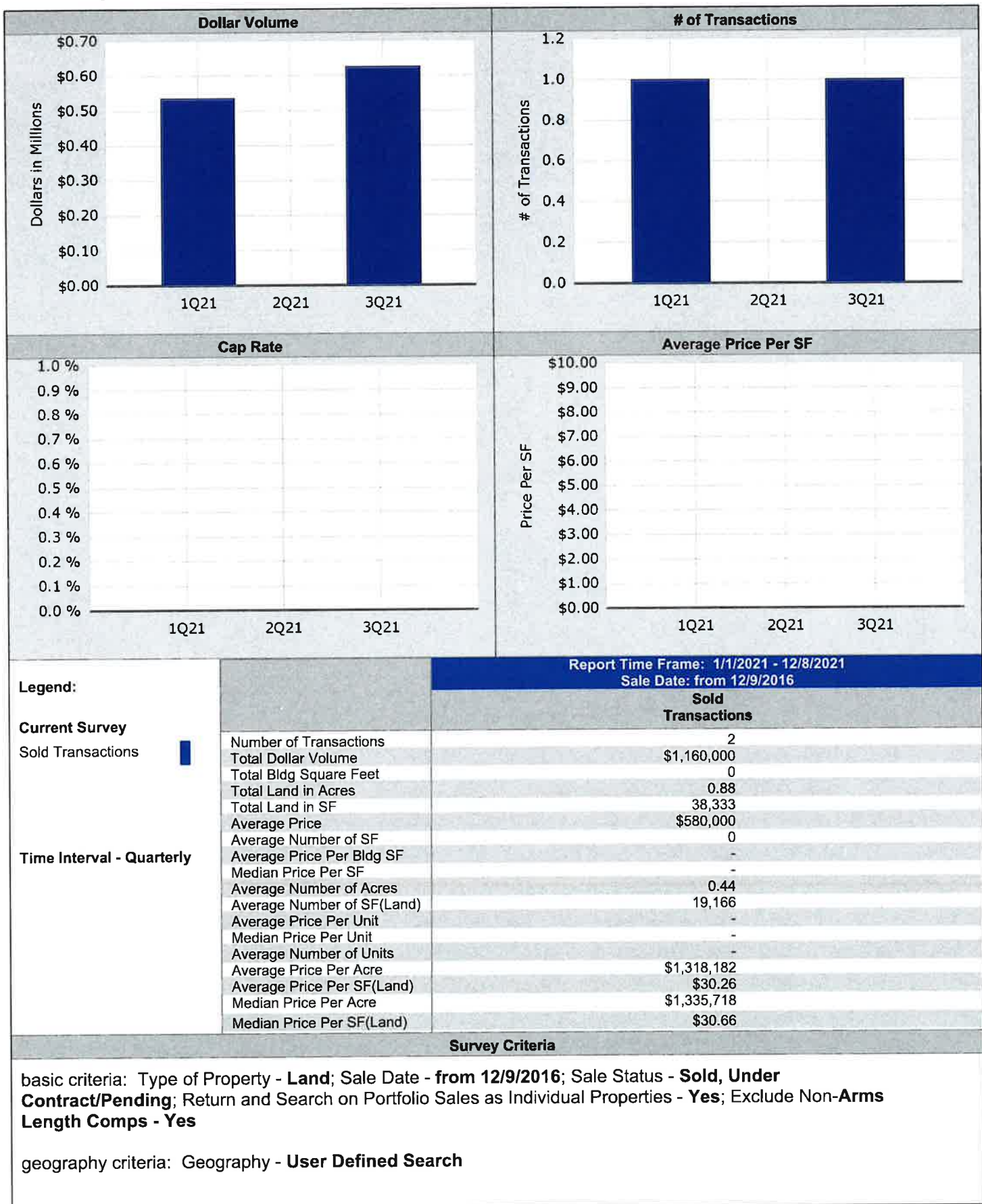
	Gross	Net
Acres:	0.37 AC	0.37 AC
Price/Acre:	\$1,447,902.57	\$1,449,864.50
SF:	16,097 SF	16,074 SF
Price/SF:	\$33.24	\$33.28

Listing Broker**Buyer Broker****financing****1st FIRST OKLAHOMA Bank**
Bal/Pmt: **\$2,975,000**

Quick Stats Report

Comps Statistics					
	Low	Average	Median	High	Count
Sale Price	\$535,000	\$580,000	\$580,000	\$625,000	2
Parcel Size	0.37 AC	0.44 AC	0.44 AC	0.51 AC	2
Price per Acre	\$1,237,388	\$1,318,182	\$1,342,574	\$1,447,760	2
Days on Market	786	786	786	786	1
Sale Price to Asking Price Ratio	92.59%	92.59%	92.59%	92.59%	1
Totals					
Sold Transactions	Total Sales Volume:		\$1,160,000	Total Sales Transactions: 2	
Survey Criteria					
basic criteria: Type of Property - Land ; Sale Date - from 12/9/2016 ; Sale Status - Sold, Under Contract/Pending ; Return and Search on Portfolio Sales as Individual Properties - Yes ; Exclude Non-Arms Length Comps - Yes					
geography criteria: Geography - User Defined Search					
additional criteria: - * This result set has been amended with criteria to add and/or remove records.					

Trend Report



Trend Report

additional criteria: - * This result set has been amended with criteria to add and/or remove records.

Trend Report

	1Q21 01/1-3/31/21	3Q21 07/1-9/30/21		
	Sold Transaction	Sold Transaction		
Number of Transactions	1	1		
Total Dollar Volume	\$535,000	\$625,000		
Total Bldg Square Feet	0	0		
Total Land in Acres	0.37	0.51		
Total Land in SF	16,117	22,216		
Average Price	\$535,000	\$625,000		
Average Number of SF	0	0		
Average Price Per Bldg SF	-	-		
Median Price Per SF	-	-		
Average Number of Acres	0.37	0.51		
Average Number of SF(Land)	16,117	22,216		
Average Price Per Unit	-	-		
Median Price Per Unit	-	-		
Average Number of Units	-	-		
Average Price Per Acre	\$1,445,946	\$1,225,490		
Average Price Per SF(Land)	\$33.19	\$28.13		
Median Price Per Acre	\$1,445,946	\$1,225,490		
Median Price Per SF(Land)	\$33.19	\$28.13		