

CHICKASHA MUNICIPAL AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
SEPTEMBER 2, 2025

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

- 1. Call to Order / Roll Call.**

- 2. Consent Docket:**
 - a. Acceptance of the Minutes of the August 18, 2025, regular meeting.
 - b. Acceptance of the Claims List.
 - c. Authorize the City Manager to Solicit Bids for the New Water Treatment Plant
 - d. Authorize the Mayor to execute two pipeline easements at Lake Chickasha in Caddo County
 - e. Accept and ratify a Letter of Engagement with Crawford and Associates and authorize the Chairman to execute the documents.

- 3. Discussion/Approval of Items Removed from Consent Docket:**

4. Consideration and Discussion Items:

- a. Discussion, consideration, and possible action to approve a settlement and authorize execution of a Mutual Release of All Claims in resolution of the lawsuit *Chisholm Trail Development, LLC v. City of Chickasha and Chickasha Municipal Authority*, Grady County Case No. CJ-2021-230, including dismissal of the counterclaim.

5. Motion for Adjournment.

CHICKASHA

Meeting Type: CMA Agenda 9-2-2025

Meeting Date: 9/2/2025

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the August 18, 2025, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
September 2, 2025

V. ATTACHMENTS:

1. CMA 8-18-2025

August 18, 2025

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 18th day of August 2025 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Grayson called the meeting to order at 8:52 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Zachary Grayson, Chairman
Georgianne Hebblethwaite, Vice Chairman
Lisa Hatchett
Kim Irving
Kea Ginn
John P. Smith
Erica Alexander
Clark Southard

ABSENT:

Charlie Burruss – left his seat at 7:50 p.m.

STAFF

PRESENT:

Jim Crosby, City Manager
Rachel Bernish, Asst. City Manager
Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
G. G. Music, Police Chief
Tony Samaniego, Fire Chief
Lillie Huckaby, Library Director
Omar Fierro, Public Works Director
Spencer Winzenried, Parks & Rec Director
Lillie Huckaby, Library Director
Rich Edwards, Comptroller
Tracey Austin, HR Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2d.

ITEM 2a.

Acceptance of the Minutes of August 4, 2025, regular meeting.

ITEM 2b.

Acceptance of the Claims List.

- ITEM 2c.** Acknowledge receipt of July 2025 Financials.
- ITEM 2d.** Declaration of surplus and authorization to approve Corrected Quitclaim Deed for the West 10 feet of Lot Two (2), and the east 40 feet of Lot Three (3), and the West 60 Feet of Lot Three (3) and the East 6 feet of Lot Four (4), in Block One Hundred Forty-Two (142), of the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof SURFACE RIGHTS ONLY.

*Motion by Trustee Alexander, second by Trustee Hatchett to approve Items 2a – 2d.

Roll call vote:

Ayes:” Hatchett, Irving, Hebblethwaite, Smith, Alexander, Southard, and Grayson.

“Nays:” None

“Abstain:” Ginn

Motion carried. 7-0-1

ITEM 3. **Discussion / Approval of Items Removed from Consent Docket:**

No Action Taken.

ITEM 4. **Discussion and Consideration Items:**

Burruss returns to his seat at 8:53 p.m.

- ITEM 4a.** Discussion, consideration, and possible action approve Task Order from Halff and Associates in an amount not to exceed \$86,000.00 for updated boundary survey, infrastructure and utility engineering for Airport Industrial Park.

*Motion by Trustee Hatchett, second by Trustee Southard to approve Task Order from Halff and Associates in an amount not to exceed \$86,000.00 for updated boundary survey, infrastructure and utility engineering for Airport Industrial Park.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Southard, and Grayson.

“Nays:” Burruss

“Abstain:” None

Motion carried. 8-1

- ITEM 4b.** Discussion, consideration, and possible action to allow the 12th Annual Charlie Randle Memorial Golf Tournament the use of the golf course to conduct their annual golf tournament on September 6, 2025.

*Motion by Trustee Ginn, second by Trustee Hebblethwaite to allow the 12th Annual Charlie Randle Memorial Golf Tournament the use of the golf course to conduct their annual golf tournament on September 6, 2025.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

ITEM 4c. Discussion, consideration, and possible action to approve Pay Application No. 1 in the amount of \$248,268.60 – CMA-2204 – Chickasha Water Mains, 16th & US Hwy 62 for H&H Plumbing & Utilities, Inc.

*Motion by Trustee Smith, second by Trustee Alexander to approve Pay Application No. 1 in the amount of \$248,268.60 – CMA-2204 – Chickasha Water Mains, 16th & US Hwy 62 for H&H Plumbing & Utilities, Inc.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

ITEM 4d. Discussion, consideration, and possible action to approve Final Pay Application No. 2 in the amount of \$31,585.40 – CMA-2204 – Chickasha Water Mains, 16th & US Hwy 62 for H&H Plumbing & Utilities, Inc.

*Motion by Trustee Hatchett, second by Trustee Alexander to approve Final Pay Application No. 2 in the amount of \$31,585.40 – CMA-2204 – Chickasha Water Mains, 16th & US Hwy 62 for H&H Plumbing & Utilities, Inc.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

ITEM 4e. Discussion, consideration, and possible action to approve Change Order No. 1 for – CMA-2407 – Emergency Waterline

Repair/Replacement Stillwater Central Railroad at Chickasha Water Treatment Plant for an amount of \$79,900.00 with Matthews Trenching Co., Inc.

*Motion by Trustee Burruss, second by Trustee Southard to approve Change Order No. 1 for – CMA-2407 – Emergency Waterline Repair/Replacement Stillwater Central Railroad at Chickasha Water Treatment Plant for an amount of \$79,900.00 with Matthews Trenching Co., Inc.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.
“Nays:” None
“Abstain:” None
Motion carried. 9-0

ITEM 4f. Discussion, consideration, and possible action to approve Pay Application No. 2 in the amount of \$85,702.50 CMA-2407 – Emergency Waterline Repair/Replacement Stillwater Central Railroad for Matthews Trenching Co., Inc.

*Motion by Trustee Alexander, second by Trustee Hebblethwaite to approve Pay Application No. 2 in the amount of \$85,702.50 CMA-2407 – Emergency Waterline Repair/Replacement Stillwater Central Railroad for Matthews Trenching Co., Inc.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.
“Nays:” None
“Abstain:” None
Motion carried. 9-0

ITEM 4g. Discussion, consideration, and possible action to approve Pay Application No. 1 in the amount of \$267,637.50 CMA-2501 – Emergency Sewer Main Replacement Colorado at 4th Street for Matthews Trenching Company, Inc.

*Motion by Trustee Hatchett, second by Trustee Hebblethwaite to approve Pay Application No. 1 in the amount of \$267,637.50 CMA-2501 – Emergency Sewer Main Replacement Colorado at 4th Street for Matthews Trenching Company, Inc.

Roll call vote:

Ayes:” Hatchett, Irving, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Southard, and Grayson.
“Nays:” None
“Abstain:” None

Motion carried. 9-0

ITEM 5. **Executive Session**

ITEM 5a. **Discussion, consideration, and possible action to enter into executive session, pursuant to 25 O.S. Section 307 (B)(3), to discuss the appraisal of real property, in order to advise Council regarding acceptance of bid(s) following notice by publication of public sale and public auction pursuant to 64 O.S. Section 1081 and 1082 for oil and gas mining lease(s) for oil and gas development covering the following described real property:**

Tract 1 – 0.0321 net mineral acres – Tract described as: the West 6.5' Lot 10, Block 10, Block 28 Chickasha OT Addition of Section 28, Township 7 North, Range 7 West, containing 0.0321 acres, more or less.

ITEMS 6a-6c pulled from Agenda.

ITEM 7. **Motion to Adjourn.**

*Motion by Trustee Alexander, second by Trustee Hatchett to adjourn.

Meeting adjourned.

TIME: 7:18 PM

Approved this 2nd day of September 2025.

Zachary Grayson, Chairman

Susan M. McDaniel, CMC – City Clerk

(ATTEST)

CHICKASHA

Meeting Type: CMA Agenda 9-2-2025

Meeting Date: 9/2/2025

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
September 2, 2025

V. ATTACHMENTS:

CHICKASHA



Meeting Type: CMA Agenda 9-2-2025

Meeting Date: 9/2/2025

Department: Community Development

Agenda Item No. 2.c.

AGENDA ITEM: Authorize the City Manager to Solicit Bids for the New Water Treatment Plant

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize the City Manager to Solicit Bids for the New Water Treatment Plant

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
September 2, 2025

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 9-2-2025

Meeting Date: 9/2/2025

Department: Community Development

Agenda Item No. 2.d.

AGENDA ITEM: Authorize the Mayor to execute two pipeline easements at Lake Chickasha in Caddo County

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approval

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 2, 2025	(From)		

V. ATTACHMENTS:

1. City of Chickasha - Deadwood Header Line
2. City of Chickasha - CLR Henry Connect
3. Receipt - Deadwood Header South - City of Chickasha
4. Receipt - CLR Henry - City of Chickasha

RIGHT OF WAY GRANT

STATE OF OKLAHOMA

)

) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CADDO

)

THAT for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, **The City of Chickasha**, whose address is , hereinafter referred to as GRANTOR, (whether one or more), does hereby grant, bargain, sell and convey unto **ET GATHERING & PROCESSING LLC, a Texas Limited Liability Company**, whose address is 8111 Westchester Dr., Suite 600, Dallas, TX. 75225, hereinafter referred to as "GRANTEE", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, testing, patrolling by surface or air, abandoning and relaying or removing a pipeline together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of any and all liquids, oil, gases, solids, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing. Grantor also grants a temporary workspace easement, described and depicted on Exhibit A. The temporary workspace easement will expire the earlier of when restoration of construction has been completed or twenty-four (24) months after the commencement of construction. Both easements will be over across and through the following described lands, said lands lying within Caddo County, Oklahoma to wit:

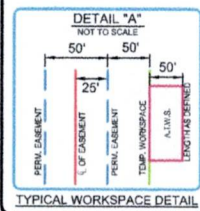
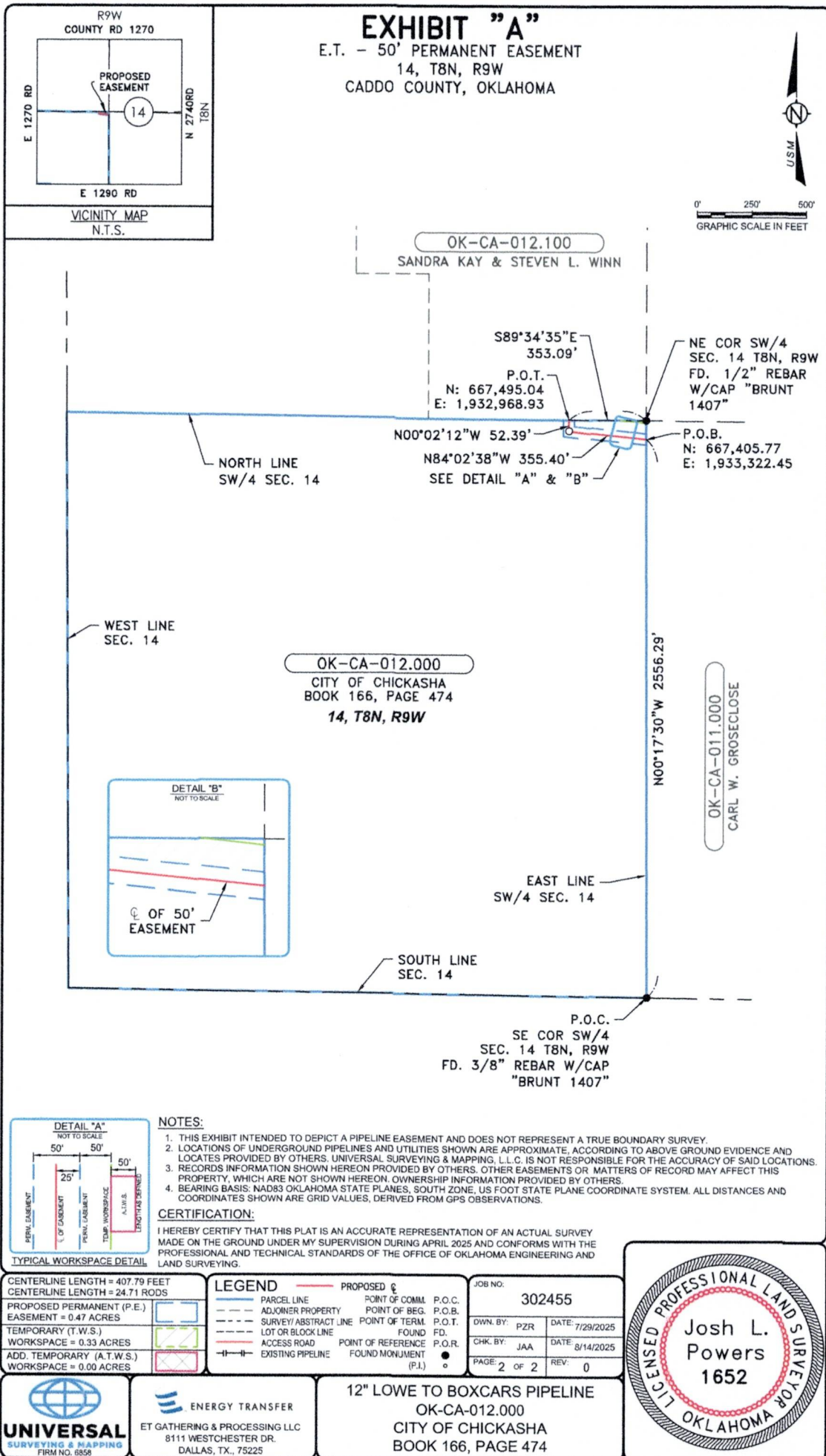
A PART OF THE NE/4 SW/4 OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 9 WEST,
CADDO COUNTY, OKLAHOMA, FURTHER DESCRIBED BY A METES AND BOUNDS
SURVEY ON ATTACHED PLAT MARKED EXHIBIT A,

- This agreement good for one pipeline only
- There shall be no above grounds valve sites per this agreement, only those signs and markers in fence lines as required by law and cathodic protection equipment shall be allowed.
- Any washing or settling shall be repaired in a timely manner after written receipt.
- Right of way shall be reseeded with Bermuda after construction.

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.



- NOTES:**
1. THIS EXHIBIT INTENDED TO DEPICT A PIPELINE EASEMENT AND DOES NOT REPRESENT A TRUE BOUNDARY SURVEY.
 2. LOCATIONS OF UNDERGROUND PIPELINES AND UTILITIES SHOWN ARE APPROXIMATE, ACCORDING TO ABOVE GROUND EVIDENCE AND LOCATES PROVIDED BY OTHERS. UNIVERSAL SURVEYING & MAPPING, L.L.C. IS NOT RESPONSIBLE FOR THE ACCURACY OF SAID LOCATIONS.
 3. RECORDS INFORMATION SHOWN HEREON PROVIDED BY OTHERS. OTHER EASEMENTS OR MATTERS OF RECORD MAY AFFECT THIS PROPERTY, WHICH ARE NOT SHOWN HEREON. OWNERSHIP INFORMATION PROVIDED BY OTHERS.
 4. BEARING BASIS: NAD83 OKLAHOMA STATE PLANES, SOUTH ZONE, US FOOT STATE PLANE COORDINATE SYSTEM. ALL DISTANCES AND COORDINATES SHOWN ARE GRID VALUES, DERIVED FROM GPS OBSERVATIONS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION DURING APRIL 2025 AND CONFORMS WITH THE PROFESSIONAL AND TECHNICAL STANDARDS OF THE OFFICE OF OKLAHOMA ENGINEERING AND LAND SURVEYING.

CENTERLINE LENGTH = 407.79 FEET CENTERLINE LENGTH = 24.71 RODS	LEGEND	PROPOSED E	JOB NO: 302455
PROPOSED PERMANENT (P.E.) EASEMENT = 0.47 ACRES	PARCEL LINE	POINT OF COMM. P.O.C.	DWN. BY: PZR DATE: 7/29/2025
TEMPORARY (T.W.S.) WORKSPACE = 0.33 ACRES	ADJOINER PROPERTY	POINT OF BEG. P.O.B.	CHK. BY: JAA DATE: 8/14/2025
ADD. TEMPORARY (A.T.W.S.) WORKSPACE = 0.00 ACRES	SURVEY/ABSTRACT LINE	POINT OF TERM. P.O.T.	PAGE: 2 OF 2 REV: 0
	LOT OR BLOCK LINE	FOUND FD.	
	ACCESS ROAD	POINT OF REFERENCE P.O.R.	
	EXISTING PIPELINE	FOUND MONUMENT (P.I.)	



ENERGY TRANSFER

ET GATHERING & PROCESSING LLC
8111 WESTCHESTER DR.
DALLAS, TX., 75225

12" LOWE TO BOXCARS PIPELINE

OK-CA-012.000
CITY OF CHICKASHA
BOOK 166, PAGE 474

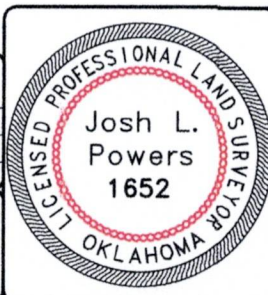


EXHIBIT "A"

E.T. - 50' PERMANENT EASEMENT
14, T8N, R9W
CADDO COUNTY, OKLAHOMA

EASEMENT CENTERLINE DESCRIPTION

BEING A FIFTY (50) FOOT WIDE EASEMENT, TWENTY-FIVE (25) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, WHOSE SIDELINES EXTEND OR TRIM TO THE EDGES OF THE SUBJECT TRACT, CROSSING THE SOUTHWEST QUARTER (SW/4) OF SECTION FOURTEEN (14), TOWNSHIP EIGHT NORTH (T8N), RANGE NINE WEST (R9W) OF THE INDIAN MERIDIAN (I.M.) CADDO COUNTY, OKLAHOMA. AS RECORDED IN BOOK 166, PAGE 474 OF THE OFFICE OF THE CADDO COUNTY CLERK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT (P.O.C.) AT A FOUND (FD.) 3/8" REBAR W/CAP "BRUNT 1407" ALSO BEING THE SOUTHEAST CORNER (SE COR) OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION FOURTEEN (14); THENCE N00°17'30"W, 2556.29 FEET TO THE POINT OF BEGINNING (P.O.B.);

THENCE N00°02'12"W, 52.39 FEET; THENCE N84°02'38"W, 355.40 FEET TO THE POINT OF TERMINATION (P.O.T.).

CENTERLINE LENGTH = 407.79 FEET
CENTERLINE LENGTH = 24.71 RODS
PROPOSED PERMANENT (P.E.)
EASEMENT = 0.47 ACRES
TEMPORARY (T.W.S.)
WORKSPACE = 0.33 ACRES
ADD. TEMPORARY (A.T.W.S.)
WORKSPACE = 0.00 ACRES

LEGEND

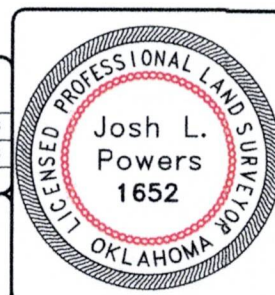
—	PARCEL LINE	—	PROPOSED E
---	ADJOINER PROPERTY	•	POINT OF COMM. P.O.C.
---	SURVEY ABSTRACT LINE	•	POINT OF BEG. P.O.B.
---	LOT OR BLOCK LINE	•	POINT OF TERM. P.O.T.
---	ACCESS ROAD	•	FOUND FD.
---	EXISTING PIPELINE	•	POINT OF REFERENCE P.O.R.
		•	FOUND MONUMENT (P.I.)

JOB NO: 302455
DWN. BY: PZR DATE: 7/29/2025
CHK. BY: JAA DATE: 8/14/2025
PAGE: 1 OF 2 REV: 0



ENERGY TRANSFER
ET GATHERING & PROCESSING LLC
8111 WESTCHESTER DR.
DALLAS, TX., 75225

12" LOWE TO BOXCARS PIPELINE
OK-CA-012.000
CITY OF CHICKASHA
BOOK 166, PAGE 474



RIGHT OF WAY GRANT

STATE OF OKLAHOMA

)

) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CADDO

)

THAT for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, **The City of Chickasha**, whose address is , hereinafter referred to as GRANTOR, (whether one or more), does hereby grant, bargain, sell and convey unto **ET GATHERING & PROCESSING LLC, a Texas Limited Liability Company**, whose address is 8111 Westchester Dr., Suite 600, Dallas, TX. 75225, hereinafter referred to as "GRANTEE", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, testing, patrolling by surface or air, abandoning and relaying or removing a pipeline together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of any and all liquids, oil, gases, solids, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing. Grantor also grants a temporary workspace easement, described and depicted on Exhibit A. The temporary workspace easement will expire the earlier of when restoration of construction has been completed or twenty-four (24) months after the commencement of construction. Both easements will be over across and through the following described lands, said lands lying within Caddo County, Oklahoma to wit:

A PART OF THE N/2 OF SECTION 15 AND THE W/2 NW/4 OF SECTION 14 AND THE S/2 SW/4 SW/4 OF SECTION 11 ALL IN, TOWNSHIP 8 NORTH, RANGE 9 WEST, CADDO COUNTY, OKLAHOMA, FURTHER DESCRIBED BY A METES AND BOUNDS SURVEY ON ATTACHED PLAT MARKED EXHIBIT A,

- This agreement good for one pipeline only
- This agreement to include a 50' x 50' above ground valve site located on the CLR Henry location as shown on attached survey plat.
- There shall be no above grounds valve sites per this agreement, only those signs and markers in fence lines as required by law and cathodic protection equipment shall be allowed.
- Any washing or settling shall be repaired in a timely manner after written receipt.
- Right of way shall be reseeded with Bermuda after construction.

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

Grantee shall have a working easement 100 feet in width and the permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within, said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, their heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

It is hereby understood that the party securing this grant on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

EXECUTED this the _____ day of _____, 2025.

GRANTOR: THE CITY OF CHICKASHA

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) **SS:**
COUNTY OF GRADY)

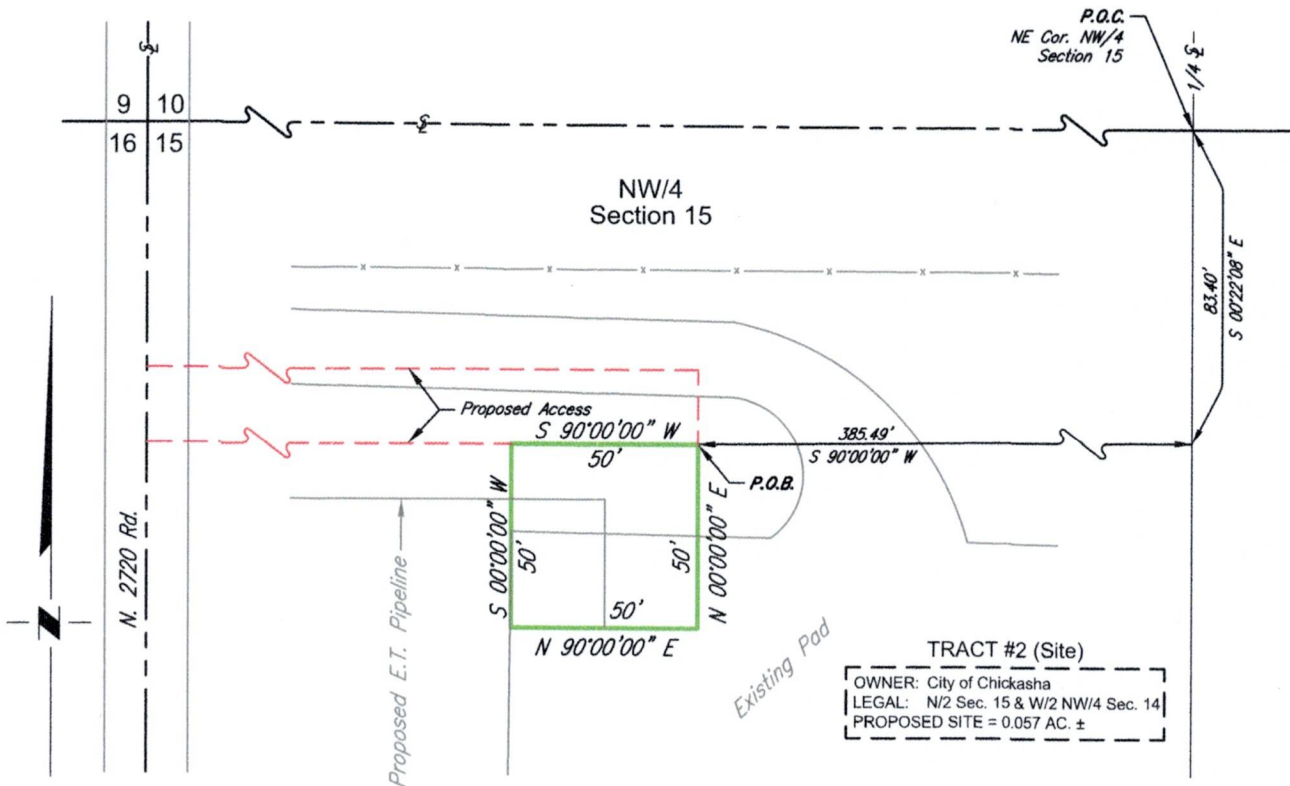
This instrument was acknowledged before me on _____ by _____
as _____ for the City of Chickasha.

Notary Public

My Commission Expires

T 8 N - R 9 W

EXHIBIT "A"



METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHT (8) NORTH, RANGE NINE (9) WEST OF THE I.M., CADDO COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE S 00°22'08" E ALONG THE EAST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 83.40 FEET; THENCE S 90°00'00" W A DISTANCE OF 385.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 90°00'00" W A DISTANCE OF 50 FEET; THENCE S 00°00'00" W A DISTANCE OF 50 FEET; THENCE N 90°00'00" E A DISTANCE OF 50 FEET; THENCE N 00°00'00" E A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING. CONTAINS 0.057 ACRES MORE OR LESS.

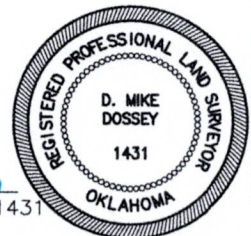
AND

AN ACCESS EASEMENT BEING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NW CORNER OF SAID SECTION 15; THENCE S 00°13'25" E ALONG THE WEST LINE OF SECTION 15 A DISTANCE OF 87.22 FEET; THENCE S 90°00'00" E A DISTANCE OF 2252.10 FEET TO A POINT OF ENDING.

NOTES:

- 1) THIS EXHIBIT IS FOR THE PURPOSE OF DEPICTING A SITE AND DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2) OWNERSHIP INFORMATION PROVIDED BY CLIENT.
- 3) THIS DRAWING MAY NOT DEPICT ALL UTILITIES. BEFORE DIGGING OR EXCAVATING PLEASE CALL: 811

D. MIKE DOSSEY R.P.L.S. # 1431
Date Signed: 08/11/2025



				 ENERGY TRANSFER ET GATHERING & PROCESSING LLC	SCALE: 1"=50'
					DATE: 08/11/25
					JOB NO.: 250868
					DWG. NO.: 2508.68_SITE2
					AFE. NO:
NO.	REVISION	DATE	BY	 CIMARRON. SURVEYING & MAPPING CO. CA. No. 1780 Expires Jan 30, 2026 1730 SW 89th STREET, Bldg. C3 Oklahoma City, OK (405) 692-7348 www.cimsurvey.com	SHEET 1 OF 1
SURVEYED BY: D.D.					
DRAWN BY: B.K.H.					
APPROVED BY: D.M.D.					



Line Name: Deadwood Header 12" South
Tract No.: 12
WBS/Coding: C-252257-GL-21300002
Agent: Jon R. Strange

RIGHT OF WAY DAMAGE RECEIPT AND RELEASE

Project Name / Description: Deadwood Header 12" South
Legal Description: Part of the NE/4 SW/4, Sec. 14, 8N-9W
Caddo County, Okla.

Description of Reason for Payment	Amount Paid to Owner	Amount Paid to tenant	Total
Payment for 24.71 Rods Right of Way	\$3,294.67		\$3,294.67
Payment for damages	\$6,589.33		\$6,589.33
TOTAL	\$9,884.00	\$0.00	\$9,884.00

The undersigned hereby acknowledges receipt from ETC Texas Pipeline, Ltd., its affiliates or subsidiaries, collectively Energy Transfer, in full payment and settlement for all damages listed above caused or to be caused to the undersigned or to property, as above described, owned or rented by the undersigned, or in which the undersigned has any interest, which have been incurred by reason of or incidental to the operation or maintenance of a pipeline and/or appurtenances in, on, under or across such property.

Additional Agreement: (None)

☐ Owner ☒ Tenant

Name City of Chickasha Tax ID #:

Address 117 N. 4th Street

City Chickasha State OK Zip 73018

Signature Date



Line Name: CLR Henry 1-15-26XHW
Tract No.: 2
WBS/Coding: C-25257-WC-21300001
Agent: Jon R. Strange

RIGHT OF WAY DAMAGE RECEIPT AND RELEASE

Project Name / Description: CLR Henry 1-15-26XHW
Legal Description: Part of the N/2 of Sec. 15 & W/2 NW/4, Sec. 14 all in 8N-9W
Caddo County, Okla.

Description of Reason for Payment	Amount Paid to Owner	Amount Paid to tenant	Total
Payment for 331.09 Rods Right of Way	\$44,145.34		\$44,145.34
Payment for damages	\$88,290.66		\$88,290.66
TOTAL	\$132,436.00	\$0.00	\$132,436.00

The undersigned hereby acknowledges receipt from ETC Texas Pipeline, Ltd., its affiliates or subsidiaries, collectively Energy Transfer, in full payment and settlement for all damages listed above caused or to be caused to the undersigned or to property, as above described, owned or rented by the undersigned, or in which the undersigned has any interest, which have been incurred by reason of or incidental to the operation or maintenance of a pipeline and/or appurtenances in, on, under or across such property.

Additional Agreement: (None)

☐ Owner ☒ Tenant

Name City of Chickasha Tax ID #:

Address 117 N. 4th Street

City Chickasha State OK Zip 73018

Signature Date

CHICKASHA

Meeting Type: CMA Agenda 9-2-2025

Meeting Date: 9/2/2025

Department: Finance

Agenda Item No. 2.e.

AGENDA ITEM: Accept and ratify a Letter of Engagement with Crawford and Associates and authorize the Chairman to execute the documents.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify a Letter of Engagement with Crawford and Associates and authorize the Chairman to execute the documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

Meeting Date:
September 2, 2025

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 9-2-2025

Meeting Date: 9/2/2025

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve a settlement and authorize execution of a Mutual Release of All Claims in resolution of the lawsuit *Chisholm Trail Development, LLC v. City of Chickasha and Chickasha Municipal Authority*, Grady County Case No. CJ-2021-230, including dismissal of the counterclaim.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve a settlement and authorize execution of a Mutual Release of All Claims in resolution of the lawsuit *Chisholm Trail Development, LLC v. City of Chickasha and Chickasha Municipal Authority*, Grady County Case No. CJ-2021-230, including dismissal of the counterclaim.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 2, 2025	(From)		

V. ATTACHMENTS:

1. Mutual Release in Full of All Claims

MUTUAL RELEASE IN FULL OF ALL CLAIMS

This Mutual Release In Full of All Claims ("Release") is executed this ____ day of _____, 2025, by and among Chisolm Trail Development LLC, an Oklahoma Limited Liability Company, and all affiliated and related entities, ("Chisolm Trail"); the City of Chickasha, an Oklahoma Municipal Corporation ("City"), and the Chickasha Municipal Authority, an Oklahoma Public Trust ("CMA").

WHEREAS, Chisolm Trail has filed an action against the City of Chickasha, an Oklahoma Municipality, and the Chickasha Municipal Authority, an Oklahoma Public Trust, having the City of Chickasha as its sole beneficiary, in the District Court of Grady County, State of Oklahoma as Case No. CJ-2021-230 alleging: that the City of Chickasha and the Chickasha Municipal Authority breached the terms of the Economic Development Agreement, Amendment No. 2 to the Economic Development Agreement, and the Sales Tax Rebate Agreement by failing to pay the full amounts due to Chisolm Trail, including but not limited to initial project costs and secondary project costs and by failing to perform infrastructure improvements, including but not limited to widening Grand Avenue by one lane; and that Chisolm Trail sustained various financial injuries, losses, and damages which are permanent and continuing in nature; that these injuries, losses, and damages of Chisolm Trail were directly caused by said acts, conduct and/or omissions of the City of Chickasha and CMA; that City and CMA have filed a counterclaim against Chisolm Trail alleging that Chisolm Trail failed to provide necessary and requested information and was overpaid; and that the City and CMA sustained various financial injuries, losses, and damages which are permanent and continuing in nature; that these injuries, losses, and damages of Chisolm Trail were directly caused by said acts, conduct and/or omissions of Chisolm Trail. All claims, assertions, causes of action and damages are more fully set forth in the various pleadings and discovery in said action and in case number CJ-2021-230, which is incorporated herein by reference and is also filed in the District Court of Grady County, State of Oklahoma. (All allegations, causes of action, claims, injuries, losses and damages are hereinafter referred to as "Lawsuit");

WHEREAS, it is the desire and intention of Chisolm Trail to resolve all matters arising out of or in any way connected with the Lawsuit;

WHEREAS, it is the desire and intention of the City and CMA to resolve all matters arising out of or in any way connected with the Lawsuit;

WHEREAS, it is the desire and intention of Chisolm Trail, City and CMA to execute the First Amendment to Sales Tax Rebate Agreement, which is attached hereto and incorporated herein by reference, modifying certain terms of the Original Sales Tax Rebate Agreement at issue in the Lawsuit;

WHEREAS, it is the desire and intention of Chisolm Trail, City and CMA to be fully and completely released from any further responsibility or liability arising out of or in any way connected with the Lawsuit.

WHEREAS, it is the desire and intention of Chisolm Trail, City, and CMA to mutually fully and completely release one another, and any associated or affiliated persons or entities, from any further responsibility or liability arising out of or in any way connected with the Lawsuit;

NOW, THEREFORE:

1. General Release and Discharge

a. In consideration of all the terms, conditions, warranties, and representations herein, the consideration described in Paragraph 4 of this Release, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chisolm Trail, on behalf of its respective past, present, and future officers, directors, managers, attorneys, principals, agents, servants, representatives, employees, insurers, reinsurers, shareholders, members, subsidiaries, parent companies, affiliated companies, related companies, predecessors, successors in interest, assigns, lienholders, and any other person or entity claiming by or through it [hereinafter the "Developer"], does hereby release and forever discharge: the City of Chickasha and the Chickasha Municipal Authority and each of their respective past, present, and future councilmembers, trustees, officers, attorneys, boards, commissions, departments, principals, agents, servants, representatives, employees, insurers, predecessors and successors in interest (hereinafter "City/CMA"), of and from any and all past, present, or future claims, demands, obligations, actions, and causes of action (including, but not limited to, breach of contract, any extra-contractual claims, negligence, gross negligence, punitive or exemplary damage claims, and or any other theory of law or recovery), *and* any and all damages and losses of any kind (including,

but not limited to, compensatory damages, consequential damages, incidental damages, past and future lost income, financial losses, credit impairment, punitive or exemplary damages, any damages to reputation, any damages to economic condition, any claims for losses and/or damages known or unknown to the Developer, any claims for injuries, losses and/or damages anticipated or unanticipated by the Developer, any claims for expected and unexpected consequences of injuries, losses and/or damages, and attorney's fees and expenses), which may arise out of, or may be related to, the Lawsuit. Provided, however, that this General Release and Discharge shall not apply to any future breach of the terms of this Release or of the First Amendment to Sales Tax Rebate Agreement being executed by the Parties.

b. The City and CMA also agree to the same General Release and Discharge set forth above, as it relates to all claims and causes of action (whether previously asserted or not) against Chisolm Trail which in any way arise out of or may be related to the Lawsuit.

c. Chisolm Trail specifically understands and agrees that this Release contemplates and effectuates the release and discharge of all claims for known and unknown injuries and/or damages, anticipated and unanticipated injuries and/or damages, and expected and unexpected consequences of injuries and/or damages arising out of or related to the Lawsuit. Provided, however, that this Release shall not apply to any future breach of the terms of this Release or of the First Amendment to Sales Tax Rebate Agreement being executed by the Parties.

d. Chisolm Trail specifically understands and agrees that it will discharge, out of the payment specified in Paragraph 4, any and all fees, costs, and expenses incurred by it as a result of or in connection with the Lawsuit, including, but not limited to, any attorney's fees, expert fees, court costs, or other litigation-related expenses. Chisolm Trail further acknowledges and agrees that it is solely responsible for any obligations owed to third parties, including but not limited to any financial institutions, lenders, or banks, arising from or related to the claims asserted in the Lawsuit.

2. Indemnification In further assurance to the City/CMA that they will not be required to pay, either directly or indirectly, any sum in addition to the consideration specified in Paragraph 4 of this Release, Chisolm Trail agrees to indemnify, hold harmless, defend, and assume the costs of defense (including attorney fees) of the City/CMA from any claims, demands, or liabilities made by any person, firm, corporation, or governmental or nongovernmental entity arising out of the

Lawsuit, including but not limited to any lenders, financial institutions, or other entities, in connection with the settlement of this matter.

3. Warranties and Representations

- a. Chisolm Trail warrants and represents that it has investigated to its complete satisfaction all claims and all facts, circumstances, and allegations arising out of the Lawsuit; that it has discussed these matters with counsel of its own choice; and that it has knowingly and voluntarily agreed to enter into this Release despite the possibility that this decision may be based upon facts, circumstances, or allegations which it erroneously believes to be true, or which it does not know, for any reason, including without limitation ignorance, mistake, inadvertence, neglect, negligence, fraudulent inducement, or intentional misconduct of any party or non-party or any attorney, expert, consultant, representative, or agent of any party or non-party.
- b. Chisolm Trail warrants and represents that it has no further entitlement to any funds or payments of any kind related to, arising out of, or in connection with the 2005 Economic Development Plan, the Economic Development Agreement, Amendment No. 2 to the Economic Development Agreement, or the Tax Increment Financing (TIF) district which concluded on November 21, 2020.
- c. Chisolm Trail warrants and represents that, pursuant to the Original Sales Tax Rebate Agreement effective February 16, 2015, the total amount of sales tax rebate it is entitled to receive from the commencement of the agreement through December 31, 2024, is \$412,657.85, expressly excluding any amounts attributable to Tractor Supply and Interurban.
- d. Chisolm Trail warrants and represents that it understands that the City/CMA, in the absence of this Release, might be obligated to produce additional information and documents pursuant to the Rules of Civil Procedure and/or orders of the Court, and that Chisolm Trail expressly waives any right or opportunity to demand, receive, or inspect any such pleadings, discovery responses, information, and documents in any action arising out of the Lawsuit by agreeing to accept and execute this Release. Provided that the City and the CMA shall comply with the Oklahoma Open Records Act or any other applicable law requiring disclosure of public records.
- e. Chisolm Trail warrants and represents that it has fully read this Release, that it has fully discussed all the terms, conditions, and consequences of this Release with attorneys of its own

choice, that it has freely and without reservation relied upon the advice of its attorneys in executing and approving this Release, and that it therefore completely understands and voluntarily accepts all of the terms, conditions, and consequences of this Release, without coercion or duress.

f. Chisolm Trail warrants and represents that no promise or inducement has been offered, made, or accepted by anyone in connection with this Release except for the terms and covenants set forth herein, and that it has accepted and executed this Release without reliance upon any statements, claims, or representations made by the City/CMA or their attorneys, consultants, representatives, or agents.

g. Chisolm Trail warrants and represents that it understands and accepts that this Release is a compromise of disputed claims against the City and CMA and that neither the fact of this Release, nor the consideration specified in Paragraph 4, shall constitute or shall be construed by them or anyone else as an admission of fault or as a determination of liability on the part of the City/CMA, who have at all times denied and continue to deny any liability for claims in the Lawsuit, and intend merely to buy their peace through this Release.

h. Chisolm Trail warrants and represents that it has not sold, encumbered, assigned, transferred, conveyed, or otherwise disposed of any of the claims released and discharged by this Release, and that it has the sole right and exclusive authority to execute this Release and to receive the consideration specified in Paragraph 4 herein.

i. Chisolm Trail warrants and represents that any liens, claims or demands arising out of or in any way related to the Lawsuit, have been or will be satisfied and extinguished by Chisolm Trail, without further liability to the City/CMA.

4. Consideration

As further consideration for the compromises embodied in this Release, and solely for purposes of settlement—and without admitting any obligation, liability, or concession regarding the inclusion of sales tax generated by Interurban or Tractor Supply within the scope of the Original Sales Tax Rebate Agreement, the City will remit to Chisholm Trail within 30 days from the approval and execution of this Release, the total sum of \$794,617.47, representing the total sales tax rebate Chisholm Trail is entitled to receive from the commencement of Original Sales Tax Agreement

through December 31, 2024 (\$412,657.85), together with the sales tax rebate attributable to Tractor Supply and Interurban through December 31, 2024 (\$381,959.62).

In further consideration of the mutual releases, indemnities, representations, covenants, conditions, and other provisions set forth herein, and upon full execution of this Release, the First Amendment, and receipt of payment from the City, the parties will file a Dismissal With Prejudice in Grady County District Court Case No. CJ-2021-230.

5. Other Provisions

- a. The Parties expressly acknowledge and agree that the inclusion of sales tax revenues attributable to Interurban and Tractor Supply is provided solely as additional consideration pursuant to this Release and shall not be construed as a recognition of entitlement, nor as a precedent or concession by the City regarding the interpretation of the Original Sales Tax Rebate Agreement.
- b. No part of this Release shall be modified, amended, or waived in any respect, except by a written instrument executed by Chisolm Trail, City, and CMA.
- c. This Release shall bind and inure to the benefit of all the Released and Releasing Parties.
- d. This Release shall be governed by and construed in accordance with the laws of the State of Oklahoma. The exclusive venue for any legal action arising from or relating to this Release shall be the District Courts of Grady County, Oklahoma. Prior to initiating any action for an alleged breach of this Agreement, the asserting Party shall provide written notice of the alleged breach and afford the other Party a thirty (30) day period to cure the claimed breach.
- e. This Release may be executed in any number of counterparts, including email or fax signatures. Upon execution of counterparts by all of the Parties hereto, all of the counterparts shall collectively constitute a single agreement which shall be binding upon all of the Parties hereto. By executing this Release all signatories represent and acknowledge that they have the power and authority to bind those entities for whom they are signing to the terms hereof.
- f. Each party shall bear their own respective costs and attorney fees associated with this action.



Chisolm Trail Development LLC

Chisolm Trail Development LLC

STATE OF OKLAHOMA)

) ss.

COUNTY OF)

Cleveland

Before me the undersigned, a Notary Public, in and for said County and State on this 22 day of August 2025, personally appeared Sassan K. Moghadam and he, the manager/owner of Chisolm Trail Development LLC, to me known to be the identical persons who executed the within and foregoing instruction, and acknowledged to me that they executed the same as their own free and voluntary act and deed for the uses and purposes therein set out and that they have the authority to bind Chisolm Trail Development LLC to this Agreement.

Given my hand and seal the day and year first above written.


8.22.25



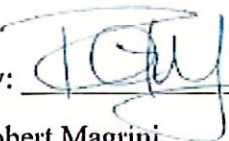
Notary Public

- seal -

**APPROVAL OF RELEASE AND
RELEASE OF ATTORNEY'S LIEN**

As counsel for Chisolm Trail Development LLC, I hereby approve this Release executed herein and release any and all attorney liens that we may have in this matter.

HAYES MAGRINI & GATEWOOD

By:  _____
Robert Magrini

City of Chickasha

By: _____
Zachary Grayson, Mayor

ATTEST:

City Clerk

- SEAL -

Chickasha Municipal Authority

By: _____

Zachary Grayson, Chairman

ATTEST:

Secretary

- SEAL -