

Project(s): 17430(04)

Oklahoma :County

Part of Parcel(s): 67 & 69

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Pursuant to Title 69 Oklahoma Statutes (2021), Section 1001, the Oklahoma Department of Transportation offers the following property for sale by sealed bid to the highest bidder. Bid proposals sent by REGISTERED MAIL will be received through the Oklahoma Department of Transportation, Right-of-Way & Utilities Division on **October 12, 2023 until 1:00 PM CST**. Hand Delivered bids will be received at the Oklahoma Department of Transportation Building, Right-of-Way & Utilities Division, 200 N.E. 21st Street, Room 1-B7, Oklahoma City, Oklahoma 73105 on **October 12, 2023 until 1:30 PM CST**. The bids will be opened and immediately read publicly on **October 12, 2023 at 1:30 PM CST** in the ODOT Project Management Conference Room located at the address above.

Description of Property:

A strip, piece, or parcel of land lying in part of the NE/4 of Section 5, T11N, R3W, Oklahoma County, Oklahoma City, Oklahoma. Said parcel of land being described by metes and bounds as follows:

COMMENCING at the Northeast corner of said NE/4; thence $S0^{\circ}13'59''E$ and along the East line of said Section 5 a distance of 1546.40 feet; thence $S89^{\circ}46'01''W$ a distance of 255.70 feet to a point on the Permanent North Right-of-Way line for I-40 and the **POINT OF BEGINNING**; thence $S16^{\circ}9'56''W$ and along the Permanent North Right-of-Way line for I-40 a distance of 299.97 feet; thence $N88^{\circ}40'21''W$ along the Permanent North Right-of-Way line for I-40 a distance of 74.48 feet; thence along the Permanent North Right-of-Way line for I-40 on a non-tangent curve to the right having a radius of 18,136.45 feet for a distance of 322.33 feet (chord bearing of $N74^{\circ}29'53''W$ and a chord length of 322.33 feet); thence along the Present North Right-of-Way line for I-40 on a non-tangent curve to the left having a radius of 466.25 feet for a distance of 330.37 feet (chord bearing of $N51^{\circ}14'27''E$ and a chord length of 323.50 feet); thence $N28^{\circ}13'58''E$ and continuing along the Present North Right-of-Way line for I-40 a distance of 188.42 feet; thence $S0^{\circ}13'59''E$ and continuing along the Present North Right-of-Way line for I-40 a distance of 168.81 feet; thence $N89^{\circ}46'01''E$ and continuing along the Present North Right-of-Way line for I-40 a distance of 126.50 feet to said **POINT OF BEGINNING**.

Containing 1.96 ac. (85,215.03 sq. ft.), more or less.

Grantor, reserves and excepts unto itself, its successors and assigns **ALL PREVIOUSLY ACQUIRED RIGHTS OF ACCESS** from said 1.96 acres, more or less, to the lands or rights-of-way covered by the abutting **INTERSTATE HIGHWAY NO. 40 LIMITED ACCESS HIGHWAY FACILITY** along the Easterly and Southerly sides of the above described property.

SUBJECT HOWEVER that the party of the second part, by acceptance of this deed and recordation thereof, agrees to indemnify the party of the first part from any and all claims, liability, and damages arising from the conveyance including adverse environmental conditions, contamination, hazardous waste, toxic materials, known or unknown, present at the time of this conveyance, or in the future, on the above-described premises. The party of the second part shall defend, indemnify and hold the party of the first part, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of the conveyance including the existence of adverse environmental conditions, contamination, hazardous waste, toxic materials, known or unknown, at the time of this conveyance, or in the future, on the above-described premises. The party of the second part agrees to reimburse the party of the first part for any judgment, costs, and fees associated with the conveyance resulting from the existence of adverse environmental conditions, contamination, hazardous waste, toxic materials, known or unknown, at the time of this conveyance, or in the future, on the above-described premises.

The Oklahoma Department of Transportation has set the **minimum bid** requirement at **\$238,600.00** for this sale. The parcel is being sold "**as is-where is**", with the buyer being responsible for their own due diligence in regards to zoning, licenses, permits, environmental, land uses, etc.

Terms of the sale are ten percent (10%) of the bid price in **non-refundable certified funds** and must accompany each

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bid in the form of a bid deposit made payable to the "Oklahoma Department of Transportation." The balance of the successful high bid will be due in certified funds within thirty (30) calendar days after the approval by the Oklahoma Transportation Commission, and all **deposits submitted by non-successful bidders will be returned after said approval.** The successful high bidder will also be required to pay for any and all advertising costs associated with the sale of this land. After approval of the sale, an executed and recorded Quitclaim Deed will be mailed to the highest bidder. IMPORTANT: LABEL THE OUTSIDE OF THE ENVELOPE WITH "SEALED BID".

All sales of surplus lands, or interests therein, is subject to the confirmation of the Oklahoma Transportation Commission. The Oklahoma Transportation Commission reserves the right to reject any and all bids.

All inquiries should be made to Frank V. Roesler III, Right-of-Way & Utilities Division, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105, or by calling (405) 521-2661

STATE OF OKLAHOMA, DEPARTMENT OF TRANSPORTATION - by Tim Gatz