

Temporary Easement E-1617-31

Parcel No: 3 Revised 12/1/16
Project No: K1213-161
J/P No: 29289(04)

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That CD/PARK7 Norman Owner, LLC (Grantor), of Cleveland County, State of Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and, valuable consideration, has/have this day sold to the City of Norman (Grantee), a temporary easement over the following described land to wit:

A strip, piece or parcel of land lying in part of the SW 1/4 of Section 9, T8N, R2W in Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point on the East present right-of-way line of 12th Avenue SE a distance of 896.75 feet N 00°13'03" E of and 50.00 feet S 89°46'57" E of the SW corner of said SW 1/4, thence N 00°13'03" E along said East present right-of-way line a distance of 73.50 feet, thence S 89°46'57" E a distance of 27.00 feet, thence S 63°58'09" E a distance of 29.15 feet, thence S 00°56'07" E a distance of 47.03 feet, thence S 63°19'50" W a distance of 30.48 feet, thence N 89°46'57" W a distance of 27.00 feet to point of beginning.

Containing 0.08 acres or 3,594.42 square feet, more or less.

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

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public roadway, drainage structure or utility.

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

Grantee shall timely restore and level the temporary construction area upon completion. Grantee shall complete work in a manner that satisfies all applicable industry, state, and/or federal standards and shall timely repair areas of construction that do not meet said standards. Grantee shall lay new sod over grassed areas damaged during construction. Grantee shall repair or reimburse Grantor for any damage to the property of Grantor outside of the area of the easement caused by Grantee during construction and shall repair or reimburse Grantor for damage to property outside of the area of the easement caused by Grantee during maintenance, repair, or removal of Grantee's facilities.

Grantor expressly reserves the right to pursue all remedies if construction performed pursuant to this temporary easement does not meet applicable industry, state, and/or federal standards or if construction defects cause harm, damage, or injury to any residents, guests, or employees of Grantor.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of construction of the project.

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To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 24th day of January, 2017.

CD/Park 7 Norman Owner, LLC by:

[Signature]

Authorized Signatory
Title

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of January, 2017 personally appeared Kenna Owen, to me known to be the identical person(s) who executed the foregoing grant of easement 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.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 09/14/2018 Notary Public: [Signature]

Approved as to form and legality this ___ day of ___, 20__.

City Attorney

Approved and accepted by the Council of the City of Norman, this ___ day of ___, 20__.

Mayor

ATTEST:

City Clerk
SEAL:

