

Easement E-1718-36

COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA  
EASEMENT

Easement No. 9763  
Account No. 100814, 100816

County: Cleveland

**THIS EASEMENT** made and entered into the 14th day of September, 2017, by and between the Commissioners of the Land Office of the State of Oklahoma, Grantor, (CLO) and **City of Norman (Grantee)** 201 W. Gray, Bldg. A, Norman, OK 73069:

**WITNESSETH:** That in consideration of the sum of **five hundred dollars and no cents (\$500.00)**, the CLO by power vested in them by the Constitution and laws of the State of Oklahoma grant and convey unto the **Grantee** the right to the uninterrupted access and enjoyment of **Continuous** Easement for **public drainage structures** only, covering land situated in **Cleveland** County, State of Oklahoma, described as follows:

**NW/4 SEC 36-T10N-R1WIM**

The easement described is shown on the attached PLAT and the plat is part of this Agreement. The easement is **20 feet** in width and **66 feet** in length/**0.03 acres**.

**NOTICE:** No structures other than the drainage structures, appurtenances and line markers in fence rows may be placed upon or beneath the surface of the land under the terms and conditions of this Easement. The CLO, its surface lessees, successors and assigns reserve the right to use the surface for all purposes not inconsistent with the necessary servicing of the drainage structures. After construction **Grantee** shall, in a timely and workmanlike manner, restore the land as near as is reasonable and possible to its condition immediately prior to construction, and according to the specifications of CLO's supervising Real Estate Management Specialist.

**PROVIDED** it is expressly agreed by **Grantee** that the granting of this easement does not permit **Grantee** to unreasonably interfere with the CLO, its surface lessees, successors and assigns in the exercise of its free and uninterrupted access, use and enjoyment of the premises. It is further understood by **Grantee** that unreasonable interference with the CLO's, its surface lessees', successor's and assign's free use and enjoyment of the premises shall constitute forfeiture of all of its right, title and interest in the property. Upon failure to show due cause as to why this agreement should not be cancelled for such interference, **Grantee** agrees to remove all of its property whether real, personal or both within thirty (30) days from the date of receipt of notice.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should **Grantee**, its successors, heirs or assigns cease to use the land for the purposes granted for a period of more than one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges granted shall cease and terminate. It is understood and agreed that such cessation of usage of the above described premises for a period of one (1) year or more shall constitute abandonment. In consideration of the execution of this easement, **Grantee** does grant, bargain, sell and convey all of its right, title and interest in the premises to CLO, its successors and assigns, in the event of abandonment.

It is expressly understood and agreed **Grantee** shall settle with the surface lessee of the land for any damages to improvements and/or crops by reason of construction or use of the right-of-way or Easement, with the further understanding that the CLO is neither



Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Attorney

CITY OF NORMAN

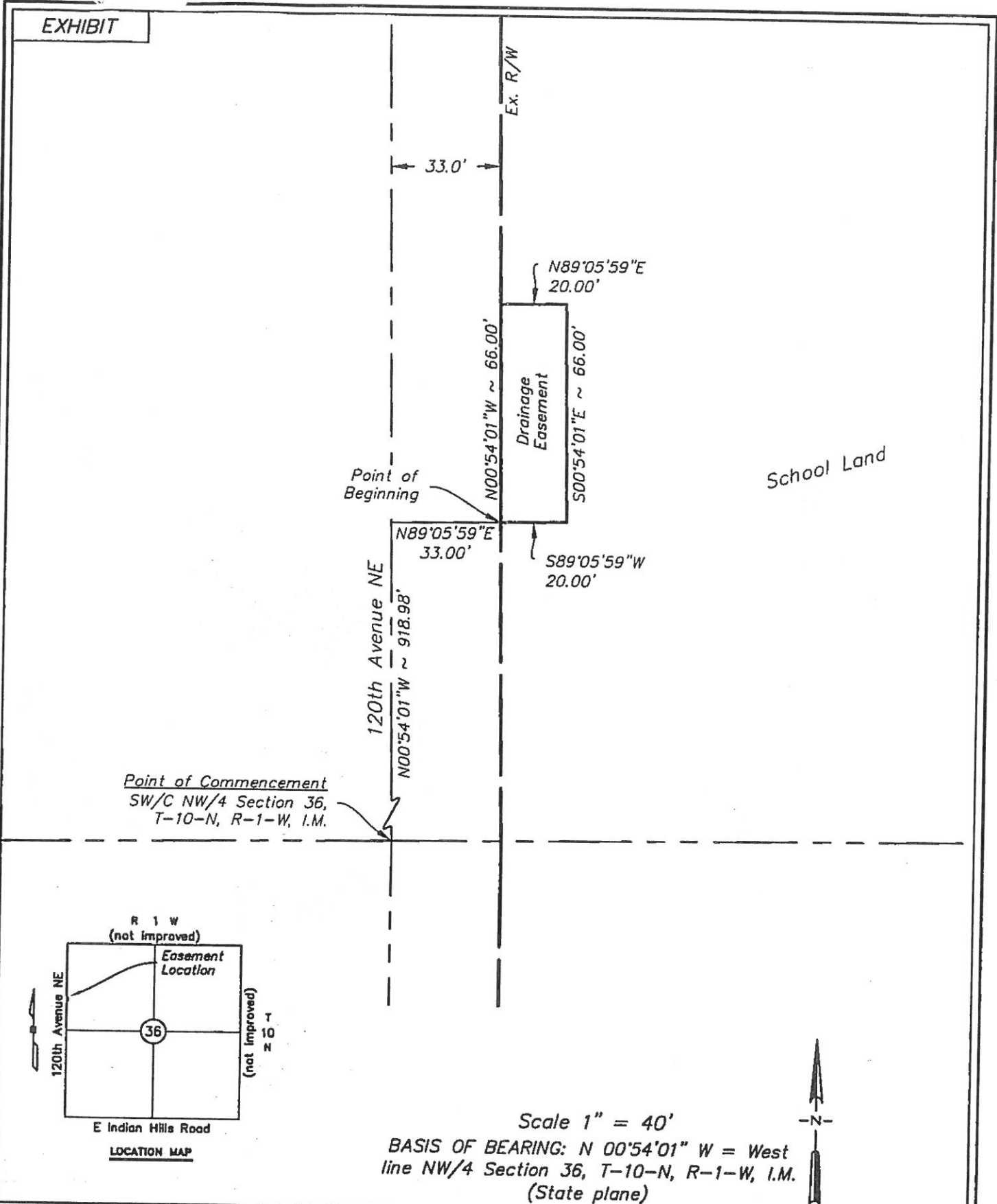
Approved by the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

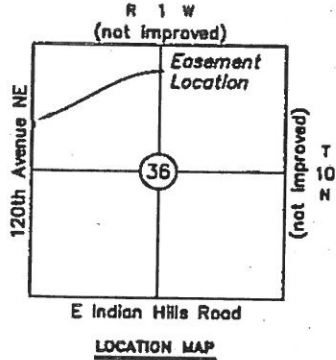
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

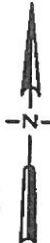
EXHIBIT




Point of Commencement  
SW/C NW/4 Section 36,  
T-10-N, R-1-W, I.M.



Scale 1" = 40'  
BASIS OF BEARING: N 00°54'01" W = West  
line NW/4 Section 36, T-10-N, R-1-W, I.M.  
(State plane)



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|--|--|---|--|-----------------------------------|
| <b>LEMKE LAND SURVEYING, LLC</b><br><br>3228 BART CONNER DRIVE, NORMAN, OK 73072<br>PH.(405)368-8541 FAX(405)368-8540<br>CA # 8975<br><a href="http://www.lemke-ls.com">http://www.lemke-ls.com</a> |  | Surveyed By: GT<br>Drawn By: CW<br>Approved By: KH<br>Date: 02/14/2017<br>Scale: 1" = 40'<br>Project No: 15206.03 | Project: CDBG DISASTER RECOVERY PROJECT<br>DRAINAGE EASEMENT #2<br>Project Location: PT. NW/4, SEC 36, T-10-N, R-1-W, I.M.<br>CLEVELAND COUNTY, OKLAHOMA<br>Client: ATKINS | Sheet Number<br>1<br>Sheet 1 of 2 |
|--|--|---|--|-----------------------------------|