

## UTILITY EASEMENT

THIS NONEXCLUSIVE UTILITY EASEMENT (the "Easement") and is dated as of \_\_\_\_\_, 2013, by and between the United States Postal Service, an independent establishment of the Executive Branch of the United States Government (39 U.S.C. § 201), with an office at 475 L'Enfant Plaza West, SW, Washington DC 20260, ("Grantor or Owner"), and the City of Norman (CITY), a municipal corporation, whose address is 201 West Gray, Bldg C- PO Box 370, Norman, OK 73070 ("Grantee or City").

### RECITALS

- A. Grantor is the sole fee simple owner of certain real property (the "Grantor's Parcel") commonly known as the United States Postal Service, National Center for Employee Development Main Office and legally described in Exhibit A, attached hereto and incorporated herein.
- B. The portion of Grantor's Parcel that is the subject of this Easement ("Easement Area") is also legally described in Exhibit B attached hereto and incorporated herein. The Easement Area is shown in the drawing in Exhibit C attached hereto and incorporated herein.
- C. Grantor and Grantee desire to set forth below their respective rights and obligations for an Easement on Grantor's Parcel.

### AGREEMENTS

For and in consideration of the sum of Thirty Two Thousand Two Hundred and Eighty Seven Dollars (\$32,287) and other valuable consideration in hand paid, and the mutual agreements that follow, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors, and assigns, a perpetual non-exclusive utility Easement over, under, along, across, and through the Easement Area, for the purpose of surveying, laying out, constructing, maintaining, and operating a public Utility line.
2. Grantor further conveys to Grantee with the Easement the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's property with the right to clear and keep cleared any plantings or similar obstructions as may be necessary in order to fulfill the Easement purpose as stated in Paragraph 1 above. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.
3. Grantee shall bore all the drives, parking areas, and, where possible, extend the bore past the landscaping. In the event Grantee damages property of Grantor,

Grantee shall repair and/or replace damaged area to its original or better condition at no cost to the Grantor.

4. Grantee shall provide Grantor with a copy of the insurance policy of the independent contractors performing work for the Grantee demonstrating adequate insurance for personal injury and property damage that may occur on Owner's premises with the Grantor named as an additional insured.

5. The Parties agree that Grantee, its successors and assigns shall be responsible for maintenance and repair of the Easement Area, which includes but is not limited to Grantee's equipment and facilities, and any and all costs related thereto. Such maintenance and repairs shall include but are not limited to repair, snow removal, landscaping, grading, paving and removal of all trash and debris caused by Grantee's exercise of its rights under this Easement.

6. The Parties agree that the Grantee shall not use the Easement in a manner that unreasonably interferes with use by the Postal Service.

7. The Grantee, by acceptance of this Easement, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors who may at anytime use, occupy, visit, or maintain said Easement herein created that the Grantor, its successors and assigns, shall not be responsible for damage or loss to property, injuries, or death which may arise from or be incident to the use and occupation of the Easement as granted herein to Grantee, its agents, servants, employees, invitees, and contractors.

8. The Grantee, by acceptance of this Easement, agrees to defend, indemnify and hold the Grantor, its successors, and assigns harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by Grantor, its employees, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the property that is the subject of said Easement, or be on or about the property that is the subject of said Easement, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the Grantee or its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the Grantor, by reason of such a claim, upon notice from the Grantor, Grantee covenants to defend such action or proceeding. The Grantor shall not be liable and the Grantee waives and releases the Grantor from all claims for damage to persons or property sustained by the Grantee or its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Easement.

9. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted. Grantee agrees throughout the duration of this Easement to provide the Grantor, its employees, customers, and the public with continual and uninterrupted access to the Postal Facility. In the event Grantee fails to provide continual and uninterrupted access to the Postal Facility, the Grantor has the option of

terminating this Easement by providing written notice to the Grantee that the Easement is terminated at no cost to the Grantor. Upon receipt of said notice, Grantee has twenty-four hours to remedy the situation. In the event Grantee fails to provide access to the Postal Facility within twenty-four hours, said notice of termination shall become final and the Easement is terminated.

10. Upon termination of the Easement, Grantee shall restore any affected portion of the property to the condition it existed prior to Grantee's access.

11. Any claim, controversy or dispute arising out of this Agreement shall be governed by applicable federal law.

12. The Grantor does not warranty that the Easement area is suitable for the purpose of installation of said utility and Grantee hereby waives any express or implied warranty on the part of Grantor. Grantor has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact Grantee's use and enjoyment of said Easement.

13. This easement is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights-of-way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.

IN WITNESS WHEREOF, the parties hereto have executed this Easement of the day and year first above written.

Grantor:  
United States Postal Service

By: \_\_\_\_\_

DISTRICT OF COLUMBIA            )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, personally appeared before me \_\_\_\_\_, Contracting Officer who being by me duly sworn, did say that he/she represents the United States Postal Service, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he/she executed said instrument as the act and deed of the United States Postal Service for the purposes therein mentioned.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



## EXHIBIT B

A Utility Easement Crossing a part of the Southwest Quarter of Section 3 (3), Township Eight (8) North, Range Two (2) West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest Corner of said Section 3; Thence, along the south line of said Section 3, S 89° 44' 10" E, a distance of 858.86 feet; thence N 00° 15' 50" E, a distance of 29.89 feet to the Point of Beginning;

Thence continuing N 00° 15' 50" E, a distance of 21.38 feet to a point on the southwest boundary of an existing utility easement of record in Record Book 3934, Pages 661-662, filed at the Cleveland County Courthouse, Norman, OK; thence, along the southwest boundary of said utility easement, S 27° 36' 49" E a distance of 41.03 feet; thence S 89° 44' 10" E a distance of 598.12 feet to a point on the southern boundary of said utility easement; thence, contingent with the southern boundary of said utility easement, N 78° 49' 19" E a distance of 191.00 feet; thence, contingent with the said utility easement, N 83° 33' 25" E a distance of 640.24 feet; thence, contingent with the said utility easement, S 88° 55' 54" E a distance of 557.24 feet; thence S 78° 56' 37" E a distance of 105.34 feet to a point on the eastern property line of a tract owned by the United States Postal Service; thence, along the eastern property line of said tract, S 00° 35' 41" E a distance of 14.40 feet to a point on the northern right-of-way line of State Highway 9; thence, along the said northern right-of-way line, N 89° 51' 21" W a distance of 4.75 feet; thence, along the said right-of-way, N 79° 05' 26" W a distance of 162.29 feet; thence N 88° 55' 54" W a distance of 496.43 feet; thence S 83° 33' 25" W a distance of 639.71 feet; thence S 78° 49' 19" W a distance of 241.70 feet; thence N 89° 44' 10" W a distance of 552.58 feet; thence N 27° 36' 49" W a distance of 33.81 feet to the Point of Beginning, containing 17,964 square feet.

