

GRANT OF RIGHT-OF-WAY
City of Norman

Know all men by these presents:

That Oklahoma Gas and Electric Company – (“OG&E”), for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a Sidewalk Easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland, Oklahoma, to wit;

A strip, piece or parcel of land lying in the Northwest Quarter (NW/4) of Section Fourteen (14), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Cleveland County, Oklahoma. Said parcel of land being described by metes and bounds as follows (and depicted in attached Exhibit B-Parcel 13):

*Commencing at the Southwest Corner of the Southwest Quarter (SW/4) of Section 14;
Thence North 00°28'36.05" West along the West Section Line of Said Section, a distance of 2,640.90 feet;
Continuing North 00°27'55.57" West along the West Section Line of said Section, a distance of 415.00 feet;
Thence North 89°13'44.43" East a distance of 50.00 feet to a point on the Existing Right-of-Way, the same point being the Point of Beginning;
Thence North 89°13'44.43" East a distance of 10.00 feet;
Thence North 00°27'55.57" West a distance of 68.86 feet;
Thence South 63°48'40.22" West a distance of 11.10 feet;
Thence South 00°27'55.57" East a distance of 64.10 feet to the Point of Beginning.*

Said parcel containing 664.82 square feet, or 0.02 acres more or less, of New Right-of-Way for sidewalk improvements.

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

The City of Norman acknowledges and agrees that in the event that sidewalks are damaged during the City of Norman's construction, operation or maintenance of its facilities the City of Norman shall be solely responsible for the repair or replacement of such damaged sidewalks and other property of OG&E, including without limitation, replacement of all signage removed or destroyed during the operations of the City of Norman, and related to this Sidewalk Easement.

Further, to the extent allowed by applicable law, the City of Norman remises, releases and forever discharges Oklahoma Gas and Electric Company and its affiliates, directors, officers, employees, agents, successors and assigns (collectively and individually "OG&E"), of and from any and all debts, demands, actions, causes of action, suits, proceedings, agreements. Contracts, judgments, damages accounts, executions, claims and liabilities whatsoever of every name and nature, whether known or unknown, whether or not well founded in fact or in law or in equity or otherwise, which relate to damages to property or injuries to persons as a result of the relocation of the new multi-modal path.

The City of Norman further agrees that it shall not change the grade such that water does encroach upon OG&E's property adjacent to the Sidewalk Easement herein granted.

The City of Norman further agrees that if the Sidewalk Easement granted herein is ever abandoned this Sidewalk Easement shall become null and void, and the property shall revert back to OG&E.

PUBLIC ROADWAY, DRAINAGE AND UTILITIES

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

Signed and delivered this 9 day of October, 2019

[Owner] by:

[Signature] Title: Director Real Estate

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA ~~CLEVELAND~~, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of October, 2019, personally appeared Vance M. Krebs, 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 23, 2022 Notary Public: [Signature]



Com # 02009143

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:

CITY OF NORMAN - LEGACY TRAIL EXHIBIT "B" - PARCEL 13

