

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, RCTA, LLC, an Oklahoma limited liability company, 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 hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A tract of land being a part of Lot Five (5) of Block Two (2) of TEALLS ADDITION No. 2 to Norman, Cleveland County, Oklahoma, according to the plat thereof recorded in Book 8 of Plats, Page 44 Cleveland County records, said plat being a subdivision of part of the Northwest Quarter of Section 12, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, said tract of land being more particularly described as follows:

COMMENCING at the Southwest Corner of said Lot Five (5);
 Thence North 00° 00' 00" East, along the west line of said Lot Five (5), a distance of 60.30 feet to the
 POINT OF BEGINNING;
 Thence North 00° 00' 00" East, continuing along said west line, a distance 96.40 feet to the northwest corner of said Lot Five (5);
 Thence North 90° 00' 00" East, along the north line of said Lot Five (5), a distance of 327.00 feet;
 Thence South 00° 00' 00" East a distance of 96.40 feet;
 Thence North 90° 00' 00" West a distance of 327.00 feet to the POINT OF BEGINNING.

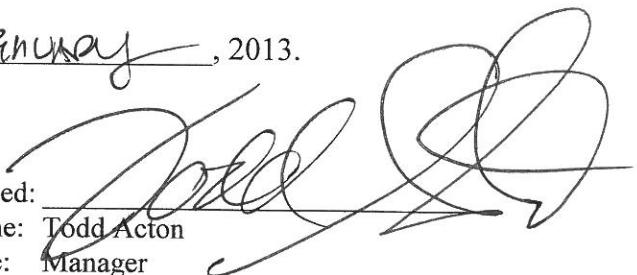
with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a drainage easement as indicated below:

Drainage

Further, in granting this easement, the parties recognize that the drainage facilities to be constructed will serve more than one lot within the platted subdivision and therefore grant to the City of Norman the right to enter the Easement Area for routine, emergency, or long term maintenance of the drainage facilities should the property owners fail to properly operate and maintain such facilities. By this grant, the parties further acknowledge that the City of Norman shall also have the right to pursue any legal action necessary to enforce the maintenance responsibility for the drainage facilities and to recover any costs associated with any maintenance work performed by the City of Norman.

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

SIGNED and delivered this 24 day of January, 2013.

Signed: 
 Name: Todd Acton
 Title: Manager

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of January, 2013, Todd Acton personally appeared 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.



Julieigh Moon
Notary Public

My Commission Expires: Nov. 3, 2015Approved as to form and legality this 29th day of January, 2013.

Y. B. [Signature]
City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL: