

Parcel No. 2
WA0245 – Interstate WL Replacement

PUBLIC WATER LINE EASEMENT
City of Norman

Know all men by these presents:

That SALTGRASS, INC., 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 Public Water Line Easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland, Oklahoma, in Exhibit A.

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 WATER LINE.

Grantee herein covenants and agrees that work performed in connection with installation, maintenance and repair of the facilities shall not disrupt existing utility services. Further, Grantee shall schedule any unavoidable shutdown of water services (including those related to the switchover from the old waterline to the new, replacement water line) after 12:01 AM to minimize disruption to Grantor’s operations.

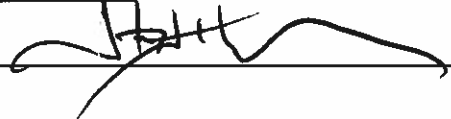
Grantee further covenants and agrees that at all times during Grantee’s installation, maintenance and repair of the Facilities, and excepting the hours between 12:01 AM and 8:00 AM, Grantee shall ensure that at least one (1) lane of traffic remain open and usable from the entry drive and through the front of the parking lot of the Grantor’s Property. Grantee shall exercise its rights hereunder in a manner as to not unreasonably interfere with the business operations being conducted on Grantor’s Property. Once initial construction begins, Grantee shall diligently and continuously pursue to completion any installation, maintenance and/or repair of the Facilities.

Grantee covenants and agrees to pay all costs associated with its installation, maintenance and repair of the Facilities, including the cost of any work necessary to return the Grantor’s property, as much as possible, to its condition immediately prior to installation of the Facilities. Grantor may continue to use and enjoy the surface of the Easement Property for all purposes that do not materially interfere with or interrupt the use or enjoyment of the Easement by Grantee; however, in no case shall a permanent structure be erected by Grantor in a location or in such a manner that will materially affect or impede Grantee’s access to the Facilities..

To have and to hold the same subject to these terms unto the said City of Norman, its successors, and assigns.

Signed and delivered this 28 day of September, 2020

SALTGRASS, INC.

By: 

Vice President
Title

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF TEXAS, COUNTY OF HARRIS, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 28 day of September 2020 personally appeared Steve Scheinthal to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that A executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth. Steve Scheinthal
WITNESS my hand and seal the day and year last above written.

Notary Public: Lisa Saracene

My Commission Expires: 12-3-2021

Commission No. : 10677476

Approved as to form and legality this 1st day of October, 2020.

Bob Luckala
City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:



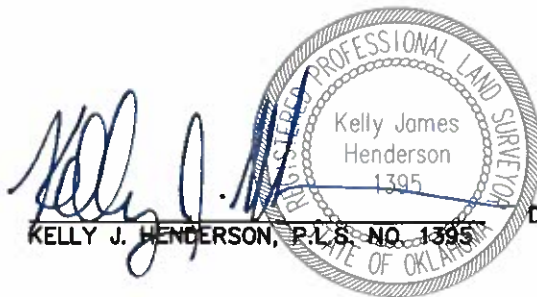
EXHIBIT A**LEGAL DESCRIPTION**

A 15 foot-wide Water Line Easement located in Lot 2, Block 2 of REPLAT OF SPRING BROOK ADDITION SECTION 9, an addition to City of Norman, Cleveland County, Oklahoma and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 2;
 Thence S 89°38'19" W along the South line thereof a distance of 15.82 feet;
 Thence N 45°21'41" W a distance of 41.97 feet;
 Thence N 00°21'41" W, parallel with the East line of said Lot 2 a distance of 135.32 feet to a point on the North line thereof, same being the South right-of-way line of Copperfield Drive;
 Thence N 89°38'20" E along said North line of Lot 2 and said South right-of-way line of Copperfield Drive a distance of 15.00 feet;
 Thence S 00°21'41" E, parallel with the East line of said Lot 2 a distance of 129.11 feet;
 Thence S 45°21'41" E a distance of 43.13 feet to a point on the East line of said Lot 2, same being the West right-of-way line of N Interstate Drive;
 Thence S 00°21'41" E, along said East line of Lot 2 and West right-of-way line of N Interstate Drive, a distance of 5.39 feet to the Point of Beginning.

Basis of Bearing: S 00°21'41" E = East Line of Block 2 of REPLAT OF SPRING BROOK ADDITION SECTION 9.

Bearing Equation: East Line of Block 2 of REPLAT OF SPRING BROOK ADDITION SECTION 9 (S 00°21'41" E) = Bearing (S 00°01'16" E) as Shown on Plat.



DATED: 5-8-2020

KELLY J. HENDERSON, P.L.S. NO. 1395

LEMKE LAND SURVEYING, LLC

3228 BART CORNER DRIVE, NORMAN, OK 73072
 PH.(405)368-8641 FAX(405)368-8640
 CA # 0676
<http://www.lemke-ls.com>

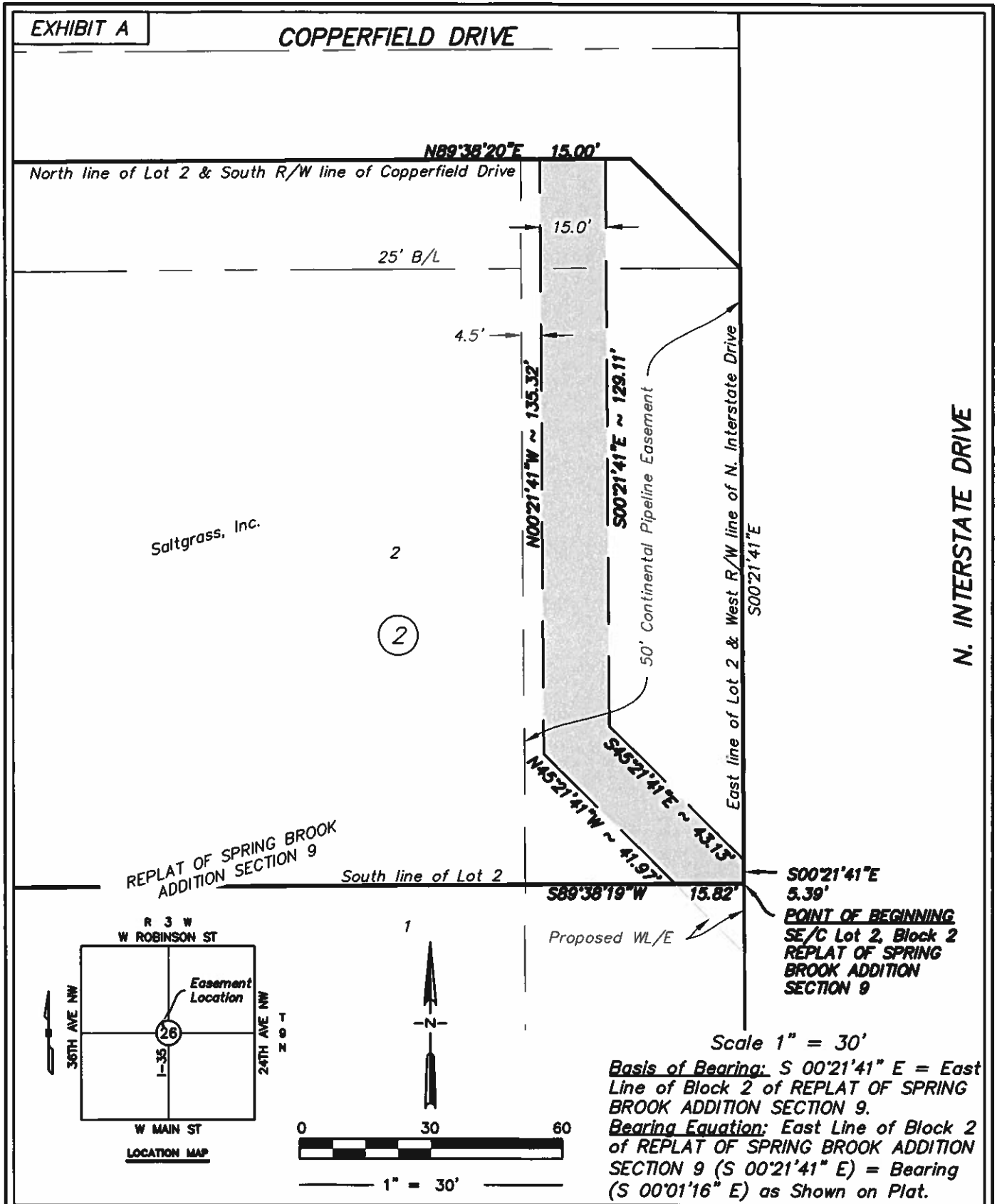
Surveyed By: TC/MD
 Drawn By: CW
 Approved By: KJH
 Date: 04/29/2020
 Scale: 1" = 30'
 Project No: CONC18167

Project: N. INTERSTATE DR.
 WATERLINE EASEMENT #2
 Project Location: PT. NW/4, SEC 26, T-18-N, R-3-W, I.M.
 CLEVELAND COUNTY, OKLAHOMA
 Client: CITY OF NORMAN

Sheet
 Number

1

Sheet 1 of 2



LEMKE LAND SURVEYING, LLC
 3226 BART CORNER DRIVE, NORMAN, OK 73072
 PH.(405)366-8541 FAX(405)366-8540
 CA # 8875
<http://www.lemke-ls.com>

Surveyed By:	TC/MD	Project:	N. INTERSTATE DR. WATERLINE EASEMENT #2
Drawn By:	CW	Project Location:	PT. NW/4, SEC 26, T-19-N, R-3-W, I.M. CLEVELAND COUNTY, OKLAHOMA
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Sheet Number	2
Sheet 2 of 2	