

E-1819-15

Parcel No. 4.2
Legacy Trail Multimodal Path

TEMPORARY DRIVEWAY EASEMENT

City of Norman

Know all men by these presents:

That Housing Authority of Norman, 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 (with attached Exhibit A- HUD rider) unto the City of Norman, a municipal corporation, a temporary driveway easement 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 Southwest Quarter (SW/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 4.2):

*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 713.94 feet;
Thence North 89°31'23.95" East a distance of 50.00 feet to a point on the Existing Right-of-Way;
Thence North 89°31'23.95" East a distance of 10.00 feet, the same point being the Point of Beginning;
Thence North 89°07'36.35" East a distance of 12.02 feet;
Thence North 00°28'36.05" West a distance of 34.64 feet;
Thence South 89°07'36.35" West a distance of 12.02 feet;
Thence South 00°28'36.05" East a distance of 34.64 feet to the Point of Beginning.*

Said parcel containing 416.62 square feet, or 0.01 acres more or less, of a Temporary Driveway Easement for sidewalk improvements.

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

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon the completion of construction of the project.

TEMPORARY CONSTRUCTION EASEMENT

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

Signed and delivered this 4 day of April, 2019

[Owner] by:



Title: Executive Director

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of April, 2019, personally appeared Karen S. Canavan, to me known to be the

Identical person(s) who executed the foregoing grant of easement and acknowledged to me that she executed the same as her 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: Feb. 19, 2023

Notary Public:

Michael D. Rayburn



Approved as to form and legality this 21 day of June, 20 .

Beth Luckala

City Attorney

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

Mayor

ATTEST:

City Clerk

SEAL:

Department of Housing & Urban Development (HUD) Rider to Third-Party Agreement

1. **Conflict Clause.** To the extent that any of the conditions listed by HUD for the 36th Avenue NW property of the Norman Housing Authority, is in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal regulations, and the Annual Contributions Contract ("ACC"), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.
2. **Indemnification Clause.** It is acknowledged and agreed that the Public Housing Authority (PHA), specifically the site owner (Norman Housing Authority), has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term 'Project' is defined in the ACC between PHA and HUD (the "Public Housing Project") or other assets of the PHA, including Housing Choice Voucher (HCV) related assets of the PHA. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of PHA; (2) any operating receipts (as the term "operating receipts" is defined in ACC), HCV receipts or Capital or Operating Funds of PHA; (3) any public housing operating reserve of PHA reflected PHA's annual operating budget and required under the ACC, or (4) any other asset of the PHA related to the 1937 Act. Should any assets of the PHA be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.
3. **Termination Clause.** If HUD approves the termination of the ACC at the public housing project and/or release of the DOT/DORC (e.g., through a disposition under Section 18 of the 1937 Act, the Rental Assistance Demonstration (RAD) program or any other removal action of the SAC), the PHA may terminate this agreement. In addition, if HUD determines that the agreement does not comply with federal public housing requirements, the PHA may terminate the agreement.
4. **HUD is not a Guarantor.** HUD is not a Guarantor of the PHA and is not liable for the actions of the PHA under this agreement.
5. **No Assignment Rights or Rights of Mortgage or Security Interests.** The agreement does not include any assignment rights or rights of mortgage or security interests unless HUD approval under Section 30 of the 1937 Act has been obtained.

CITY OF NORMAN - LEGACY TRAIL EXHIBIT "B" - PARCELS 4.1 & 4.2

