

PERMANENT EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned Grantor, MDC Coast 4, LLC, a Delaware limited liability company, does hereby sell, convey and quitclaim, without any warranties, unto City of Norman, a municipal corporation, as Grantee, a non-exclusive permanent easement 3,375 square feet in size ("Easement") across and under that certain real property described and depicted on Exhibit "A," attached hereto and incorporated herein by reference (the "Easement Area"), which is a part of that certain real property commonly known as 860 N Interstate Dr., Norman, OK 73072 ("Property").

The Permanent Easement conveyed herein solely for the purpose of surveying, laying out, constructing, maintaining, and operating a public water line consisting of new 12-inch PVC piping; installation of a service line meter and replacement of existing water meter. Any facilities, equipment or other improvements installed by Grantee in connection with its rights herein shall be below or flush with the ground.

Grantor's execution of this Permanent Easement and the granting of the rights herein described are subject to the following terms. Grantee's exercise of any rights granted herein shall be deemed an acceptance of said terms.

For purposes of this Permanent Easement, the term "Grantee" shall include Grantee, its affiliates, agents, employees and/or contractors.

1. Grantee's exercise of its rights under the Easement shall be conducted in a manner that shall not materially interfere with or impair any operations or business being conducted on the Property, pedestrian or vehicular access to/from the Property, or the visibility of any signage situated on the Property.
2. Grantee shall have no right to park vehicles, store equipment or materials on the Property.
3. Grantee may remove or trim such trees and bushes located in the Easement Area as may be necessary to exercise the rights conveyed herein. Any damage to improvements on the Property resulting from Grantee's exercise of rights under this Easement shall be repaired or replaced at Grantee's expense.
4. Grantor reserves the right to the full use and enjoyment of the Easement Area subject to the rights herein granted to Grantee. Future notices regarding the Easement shall be directed only to: Realty Income Corporation, Attn.: Legal Department, 11995 El Camino Real, San Diego, CA 92130, Telephone: (858) 284-5000.

5. To the extent permitted by law including the Constitution of the State of Oklahoma, Grantee shall and does hereby indemnify, defend and protect Grantor and hold Grantor harmless from any and all loss, cost, damage, expense and/or liability incurred in connection with or arising from Grantee's Work and exercise of Grantee's rights under the Easement. This indemnification (a) shall survive the expiration or termination of the Easement; (b) shall not be limited by reason of any insurance carried by Grantee, Grantor, or any tenant of the Property; and (c) shall extend to any tenant or occupant of the Property.
6. Grantee accepts the Property as is, where is, with all faults. Moreover, (a) Grantor makes no representations or warranties of any kind, either express or implied, with respect to the Property or the condition thereof; and (b) the rights granted by this Easement are subject to all matters of record, applicable laws to which the Property is subject, and to any state of facts which a current survey or physical inspection of the Property might disclose.
7. If the Easement is discontinued or abandoned for the purposes herein granted for a period of one hundred and eighty (180) days, the Easement shall, without notice, demand or re-entry, revert to Grantor, its successors and assigns. In such event, upon the request of Grantor, Grantee shall convey the Easement Area by Quitclaim deed to Grantor.
8. Grantor shall have the right, at its sole option and expense, to relocate the Easement to a location of Grantor's choosing on the Property, provided such relocation will also include the relocation of any facilities deemed necessary by the Grantee. In the event that Grantor relocates the Easement, Grantee shall agree to modify the Easement to reflect the new location upon completion of any required relocations.

IN WITNESS WHEREOF, the duly authorized representative of the Grantor has executed this instrument on this the 15th day of April, 2021.

MDC Coast 4, LLC,
a Delaware limited liability company

Approved As To Form
Legal Department

L. Tehrani

By: 
Name: TJ Chun
Title: SVP, Investments & Head of Asset Management

[Notary Acknowledgement Certificate follows on next page]

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

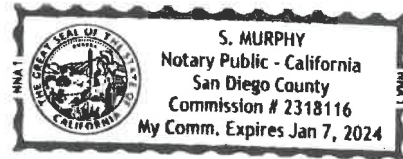
COUNTY OF SAN DIEGO

On April 15, 2021 before me, S. Murphy, Notary Public, personally appeared TJ Chun, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

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

ATTEST:

City Clerk

Mayor

EXHIBIT A**LEGAL DESCRIPTION**

A 15 foot-wide Water Line Easement located in Lot 6-A, Block 1 of REPLAT OF SPRING BROOK ADDITION SECTION 9, an addition to City of Norman, Cleveland County, Oklahoma and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 6-A;

Thence S 89°38'20" W along the North line thereof, same being the South right-of-way line of Northwest Boulevard, a distance of 5.50 feet to the Point of Beginning;

Thence S 00°21'41" E, parallel with the East line of said Lot 6-A a distance of 224.74 feet to point on the South line of said Lot 6-A;

Thence S 89°38'19" W along said South line a distance of 15.00 feet;

Thence N 00°21'41" W, parallel with the East line of said Lot 6-A a distance of 224.74 feet to a point on the North line thereof;

Thence N 89°38'20" E along said North line a distance of 15.00 feet to the Point of Beginning.

Basis of Bearing: S 00°21'41" E = East Line of Block 1 of REPLAT OF SPRING BROOK ADDITION SECTION 9.

Bearing Equation: East Line of Block 1 of REPLAT OF SPRING BROOK ADDITION SECTION 9 (S 00°21'41" E) = Bearing (S 00°01'16" E) as Shown on Plat.



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

DATED: 5-8-2020

LEMKE LAND SURVEYING, LLC

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3220 BART CORDELL DRIVE, NORMAN, OK 73072
 PH: (405) 306-0541 FAX: (405) 306-0540
 OK # 0079
<http://www.lemke-llc.com>

Surveyed By: **TC/MD**
 Drawn By: **CW**
 Approved By: **KJM**
 Date: **04/29/2020**
 Scale: **1" = 40'**
 Project No: **CONC18167**

Project: **N. INTERSTATE DR.
 WATERLINE EASEMENT #8**
 Project Location: **PT. NW/4, SEC 26, T-19-N, R-3-W, L.M.
 CLEVELAND COUNTY, OKLAHOMA**
 Client: **CITY OF NORMAN**

Sheet
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