## WHEN RECORDED MAIL TO:

City of Norman Attn: City Attorney 201 W. Gray Norman, OK 73070

## SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **CROSS ACCESS EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, Catherine H. Petersen and Lester E. R. Doty, husband and wife as First Party, and, City of Norman, an Oklahoma municipality, as Second Party.

WHEREAS, the First Party is the owner of the following described property, towit:

All of Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), in Block Twenty-Four (24), of THE ORIGINAL TOWN OF NORMAN, Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

WHEREAS, the Second Party is the owner of the following described property, towit:

All of Lots Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9), in Block Twenty-Four (24), of THE ORIGINAL TOWN OF NORMAN, Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

WHEREAS, the Parties are desirous of obtaining each from the other a non-exclusive easement for ingress and egress purposes only, over and across a portion of the premises owned by them, in order that said Parties, their successors, invitees and assigns, might have proper ingress and egress to the property owned by said Parties.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid each to the other, the Parties do hereby grant, bargain and convey each to the other, their successors and assigns, a non-exclusive easement for purposes of ingress and egress only, over and across the following described real property, to-wit:

The East 4' of Lot Nine (9) and the West 10' of Lot Ten (10), in Block Twenty-Four (24), of THE ORIGINAL TOWN OF NORMAN, Norman, Cleveland County, Oklahoma.

The foregoing easement is given for purposes of ingress and egress only and may be used for no other purposes whatsoever. The Parties shall use their best efforts to keep the easement area open to vehicular traffic.

The foregoing easement shall not be considered as a Dedication to the general public.

Should the easement area above granted be abandoned for purposes of ingress and egress by the Parties, or their successors or assigns, then in that event, such easement and all rights thereunder shall become null and void and be of no further force and effect.

Each Party agrees to maintain that portion of the easement located on its parcel of land at its sole expense.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective the executors, administrators, devisees, trustees, successors, assigns and grantees of the parties hereto.

and grantees of the parties hereto.	, , , , , , , , , , , , , , , , , , , ,
Dated this day of	2023.
	Catherine G. Petersen  File  Lester E. R. Doty
PROVED BY CITY OF NORMAN LEGAL DEPARTMENT	CITY OF NORMAN, OKLAHOMA  By: Larry Heikkila, Mayor

## **ACKNOWLEDGMENT**

STATE OF OKLAHOMA COUNTY OF CLEVELAND SS:
Before me, the undersigned, a Notary Public in and for said County and State on this day of June, 2023, personally appeared Catherine H. Petersen and Lester E. R. Doty, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.  NOTARY PUBLIC
My Commission Expires:
04-22-2027 (SEPAT)
ACKNOWLEDGMENT
STATE OF OKLAHOMA COUNTY OF CLEVELAND SS:
Before me, the undersigned, a Notary Public in and for said County and State on this day of, 2023 personally appeared to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor and acknowledged to me that he executed the same as Mayor free and voluntary act and deed and as the free and voluntary act and deed of such Municipality, for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.
NOTARY PUBLIC My Commission Expires:
(SEAL)