

Project: Lindsey Street
J/P #: 37984(04)
Parcel #: 15

Permanent Roadway EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Timothy Patrick Calonkey, Trustee of the Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994 of Cleveland County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of ten and 00/100 dollars -----(\$ 10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Norman, Oklahoma hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

See Exhibit "A" – Legal Description

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its officers, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public roadway of facilities necessary and incidental thereto, including the airspace above and removal of any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Norman, Oklahoma free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public roadway and all roadway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public roadway and incidental facilities over, across or along the above described tract of land; the supervision and control of said public roadway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public roadway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above-described premises and that same are free and clear of all liens and claims whatsoever, except none.

The undersigned Grantors hereby designate and appoint the Trust
as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantors herein named have hereunto set their hands and seals this the 15TH
day of MAY, 2026.

Timothy Patrick Calonkey 1994 Revocable Trust Agreement
Dated May 16, 1994

Mary Keven Calonkey Carl
Mary Keven Calonkey Carl, Attorney-in-fact for
Timothy Patrick Calonkey, Trustee of the Timothy
Patrick Calonkey 1994 Revocable Trust Agreement
Dated May 16, 1994

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ 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: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ 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: _____
Commission No. _____ Notary Public

State of Oklahoma)
) §
County of CLEVELAND)

Before me, A NOTARY PUBLIC in and for this State, on this 15 day of MAY, 2026, personally appeared MARY KEVEN CALONKEY CARL to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its ATTORNEY-IN-FACT, and acknowledged to me that SHE executed the same as HER free and voluntary act and deed, and as the free and voluntary act and deed of the TRUST for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: 2/7/30
Commission No. 18001324 Notary Public



State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

Mayor

(SEAL)

ATTEST:

CITY CLERK

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

CITY ATTORNEY

Project: 37984(04)
County: Cleveland
Parcel No.: 15
12/01/2025

EXHIBIT "A"

A strip, piece or parcel of land lying in the SW¼ of Section 31, Township 9 North, Range 2 West, I.M., in Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at a point on the North 33' R/W line of W. Lindsey St. and the West R/W line of Chautauqua Ave., said point being the Southeast Corner of Lot 48, Block 8 of Parsons Addition and the POINT OF BEGINNING; Thence S 89°52'43" W, a distance of 19.00 feet along the North R/W of W. Lindsey St.; Thence N 46°25'37" E, a distance of 26.17 feet to a point on the West R/W Line of Chautauqua Ave.; Thence S 00°07'17" E, a distance of 18.00 feet along the West R/W Line of Chautauqua Ave. to the POINT OF BEGINNING.

Containing 0.004 acres, more or less.


David E. Woody II PLS #1890



Project: Lindsey Street
J/P #: 37984(04)
Parcel #: 15.1

TEMPORARY DRIVEWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Timothy Patrick Calonkey, Trustee of the Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994 of Cleveland County, State of Oklahoma, for and in consideration of the sum of one (1) and 00/100----- DOLLARS (\$ 1.00) and other good, valuable and consideration, has/have this day granted to the City of Norman, Oklahoma a temporary easement over the following described land, to-wit:

See attached Exhibit "A" – Legal Description

The sole purpose of this easement is to grant to the City of Norman, Oklahoma and the Transportation Commission the right to enter upon the above described tract of land for the purpose of constructing a driveway entrance to accommodate said premises to the construction or reconstruction of the roadway adjacent thereto; including the right to use and remove any and all dirt, rock gravel, sand and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights of the City of Norman, Oklahoma and the State of Oklahoma in the above-described right-of-way shall terminate upon completion of construction of the project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, it is the _____ owner(s) in fee simple of the above-described tract.

IN WITNESS WHEREOF, the Grantor(s) herein named have hereunto set their hands and seals this the _____ 15 TH day of MAY, 2026 .

Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994

Mary Kewen Calonkey Carl
Mary Kewen Calonkey Carl, Attorney-in-Fact for
Timothy Patrick Calonkey, Trustee of the Timothy
Patrick Calonkey 1994 Revocable Trust Agreement
Dated May 16, 1994

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ 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: _____
Commission No. _____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ 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: _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgement

State of Oklahoma)
) §
County of CLEVELAND)

Before me, A NOTARY PUBLIC in and for this State, on this 15 day of MAY, 2021, personally appeared MARY KEVIN CALDWELL CARL to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its ATTORNEY - IN - FACT, and acknowledged to me that SHE executed the same as HER free and voluntary act and deed, and as the free and voluntary act and deed of the TRUST for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: 2/7/30
Commission No. 18001324 Notary Public



Trust/LLC/Corporation Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

STATE OF OKLAHOMA)

) ss.

COUNTY OF CLEVELAND)

NOW, on this _____, the City Council of the City of Norman, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Norman to indicate the same by their signatures and seal of the City of Norman, State of Oklahoma.

CITY OF NORMAN, OKLAHOMA

Mayor

(SEAL)

ATTEST:

CITY CLERK

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

CITY ATTORNEY

Project: 37984(04)
County: Cleveland
Parcel No.: 15.1
12/01/2025

EXHIBIT "A"

A strip, piece or parcel of land lying in the SW¼ of Section 31, Township 9 North, Range 2 West, I.M., in Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner of Lot 48, Block 8 of Parsons Addition, said point being on the North 33' R/W line of W. Lindsey St. and the West R/W of Chatauqua Ave., thence N 00°07'17" W, a distance of 50.83 feet to the POINT OF BEGINNING; Thence S 89°52'43" W, a distance of 12.01 feet; Thence N 00°07'17" W, a distance of 20.92 feet; Thence N 89°52'43" E, a distance of 12.01 feet to a Point on the West R/W Line of Chatauqua Ave.; Thence S 00°07'17" E, a distance of 21.00 feet Along the West R/W Line of Chatauqua Ave. to the POINT OF BEGINNING.

Containing 0.006 acres, more or less.


David E. Woody II PLS #1890





The City of
NORMAN

225 North Webster Ave • P.O. Box 370
Norman, Oklahoma 73069 • 73070

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

Phone 405.366.5452

Fax 405.366.5418

SUMMARY OF ACQUISITION

CITY: Norman Project: 37984(04) PROJECT: Lindsey Street Special Corridor Project – Pickard Avenue to Elm Avenue
PARCEL(S) 15, 15.1

PROPERTY LOCATION: Section 31, Township 9N, Range 2W, Cleveland County

BUYER: City of Norman, Oklahoma

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

Timothy Patrick Calonkey 1994 Revocable Trust
Agreement Dated May 16, 1994
109 E. Main St.
Norman, OK 73069

ASSIGNMENT: Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994

MORTGAGES AND LIENS: None

IMPROVEMENTS: None

DAMAGES: Parcel 15 – 171.000 SF of Permanent Roadway Easement

PROPERTY OWNER(S)/SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, THE FOLLOWING DOCUMENTS:

Permanent Roadway Easement for Parcel 15 for 171.000 Sq Ft

Temporary Driveway Easement for Parcel 15.1 for 251.357 Sq Ft

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$4,500.00

BUYER AND SELLER AGREE:

Payment Includes ANY AND ALL DAMAGES to ACQUIRED Land.

The City is NOT responsible for constructing right-of-way fence.

A NEW 18' CONCRETE DRIVE WILL BE CONST. @ STA. 10+98.65 RT (CHATAUQUE AVE.). W 5/15/20 KC 5-15-26

If damages occur due to the negligence of the construction contractor to the remainder property and/or improvements on the remainder property, the property owners will have the right to file a damage claim against the construction contractor.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, WILL PREPARE THE FOLLOWING:

Check in the amount of \$4,500.00 to Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994

**Timothy Patrick Calonkey 1994 Revocable
Trust Agreement Dated May 16, 1994**

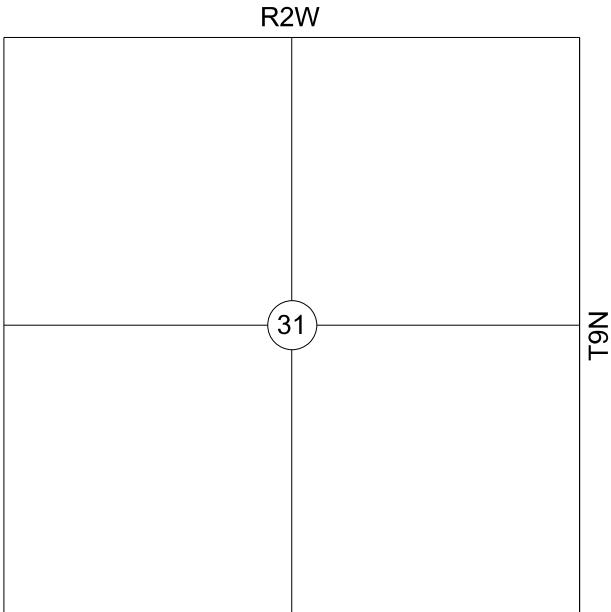
Mary Keven Calonkey Carl
Mary Keven Calonkey Carl, Attorney-in-Fact for
Timothy Patrick Calonkey, Trustee of the Timothy
Patrick Calonkey 1994 Revocable Trust Agreement
Dated May 16, 1994

5-15-26
DATE

Ryan Martin
ACQUISITION AGENT

Ryan Martin, contracted by the City of Norman

5/15/26
DATE



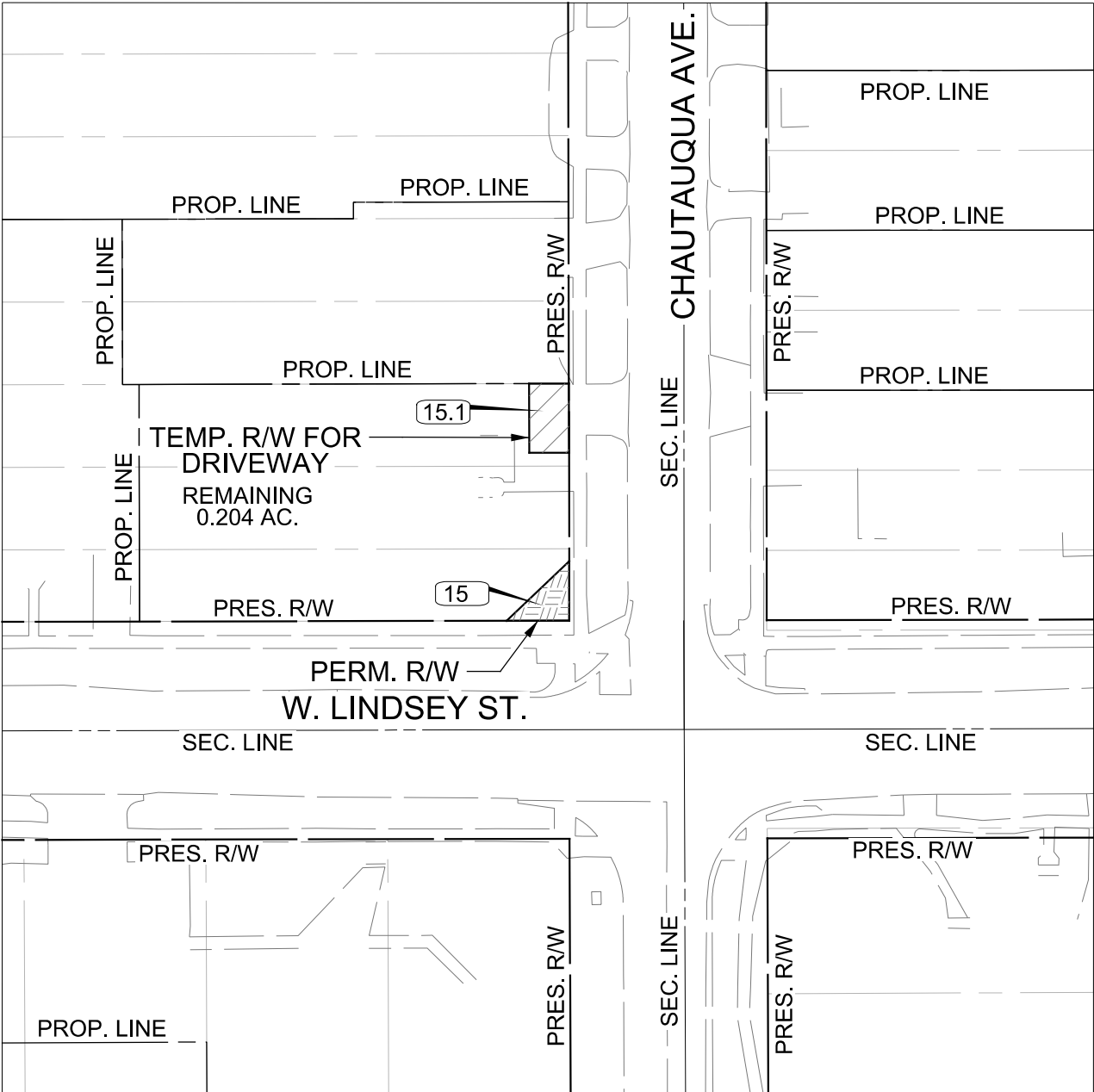
JOB: 37984 PIECE: (05)
PARCEL NO. 15 & 15.1
COUNTY: CLEVELAND
PROJECT: STP-214B (172) AG

TOTAL PROPERTY LEGAL DESCRIPTION _____

SEC. 31 T9N R2W

SCALE 1"= '

BEFORE GROSS	9,328.225 SF	0.214 ACRES
EXISTING R/W	SF	ACRES
PERMANENT R/W	171.000 SF	0.004 ACRES
REM IN QTR	8,905.868 SF	0.204 ACRES
PERPETUAL EASEMENT ()	SF	ACRES
TEMP R/W (15.1)	251.357 SF	0.006 ACRES
TEMP R/W ()	SF	ACRES
TEMP R/W ()	SF	ACRES
TEMP R/W ()	SF	ACRES



TRUST CERTIFICATION

That I, Mary Keven Calonkey Carl, Attorney-in-Fact for Timothy Patrick Calonkey, Trustee of the Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994 hereby certifies as follows:

1. Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994 is the record owner of the following described property, to wit:

See Attached Exhibit "A"

2. The following is a true and correct excerpt from the Trust.
3. This Trust is in full force and effect.
4. Timothy Patrick Calonkey is the appointed Trustee of the Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994, and that I, Mary Keven Calonkey Carl, Attorney-in-Fact for Timothy Patrick Calonkey, Trustee of the Timothy Patrick Calonkey 1994 Revocable Trust Agreement Dated May 16, 1994, have full power and authority pursuant to said trust agreement to convey unto the State of Oklahoma the above referenced property.

Mary Keven Calonkey Carl
Mary Keven Calonkey Carl, Attorney-in-Fact for
Timothy Patrick Calonkey, Trustee of the Timothy
Patrick Calonkey 1994 Revocable Trust Agreement
Dated May 16, 1994

5-15-26
Date

STATE OF Oklahoma)
) ss.
COUNTY OF Cleveland)

Before me, a Notary Public in and for this State, on this 15TH day of MAY, 2026, personally appeared Mary Keven Calonkey Carl to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-in-Fact for Timothy Patrick Calonkey and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the Trust, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

My Commission Expires: 2/7/30

My Commission No.: 18001324

[Signature]
Notary Public
