

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (this "**Agreement**") is entered this [] day of [] 2025, by and between Independent School District No. 29 of Cleveland County, Oklahoma (the "**Grantor**"), the owner of certain real property located in Norman, Cleveland County, Oklahoma, as more particularly defined on **Exhibit A**, attached hereto ("**Grantor Property**"), and the City of Norman, Oklahoma, a Cleveland County, Oklahoma municipal corporation (the "**Grantee**").

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.**

a. Grantor does hereby grant and convey unto Grantee: an exclusive temporary easement (the "**Easement**") in, under, upon, about, over, and through the surface of Grantor's Property as described and depicted on **Exhibit A—"Grantor Property"**, attached hereto and incorporated herein, which shall also be referred to as the "**Easement Area**," for the purposes of accessing, operating, using, maintaining, repairing, and improving certain recreational facilities (the "**Facilities**") within the Easement Area; The Easement is granted by Grantor and accepted by Grantee subject to:

- i. the provisions herein; and
- ii. any and all restrictions, covenants, easements, rights of way, reservations, encroachments, other encumbrances, and matters existing as of the date of this Agreement that are filed of record in the real property records of Cleveland County, Oklahoma, and, shown or would appear to be disclosed on an ALTA survey or inspection of the Easement Area and the Grantor Property, to the extent and only to the extent that such matters validly affect and are enforceable against the Easement and the Easement Area and the Property.

b. Grantee shall have the following rights of use and access for the Easement Area:

- i. to have Grantee's invitees, guests, representatives, agents, employees, contractors, or other persons on Grantee's behalf operate, use, enjoy, maintain, and repair the Easement Area and the Facilities within the Easement Area, during the operating hours of the 12th Avenue Park Land, as set by the Board of Parks Commissioners through the City of Norman Parks Rules; and
- ii. to have Grantee's invitees, guests, representatives, agents, employees, contractors, or other persons on Grantee's behalf access the Easement Area and Facilities by foot, vehicle, or equipment for the purposes described in this Agreement, during the operating hours of the 12th Avenue Park Land, as set by the Board of Parks Commissioners through the City of Norman Parks Rules.

2. **Operation, Maintenance, Repair, and Improvements.** Grantee covenants that, during the term of this Agreement, Grantee shall:

- a. Be solely responsible to keep, operate, use, maintain, access, and repair the Easement Area and Facilities in good working order and in accordance with all applicable local, state, and federal governmental laws, regulations, codes, and orders, and pursuant to, if required, a valid building permit, issued by the applicable governmental authority, all at Grantee's sole cost and expense.
 - b. Maintain and repair all Improvements in a good and workmanlike manner and in conformance with all applicable local, state, and federal governmental laws, regulations, codes, and orders, and pursuant to, if required, a valid building permit, issued by the applicable governmental authority, all at Grantee's sole cost and expense.
 - c. Be solely responsible, at Grantee's sole cost and expense, for implementing appropriate safety and security measures for the protection of persons and property within the Easement Area.
 - d. Be solely responsible for all costs and expenses of managing, maintaining, repairing, operating, insuring, providing utilities, lighting, sanitation, trash services, mowing, drainage, and all matters of concern and improvements in the Easement Area.
3. **Maintenance, Repairs, Notice.** Grantee shall provide ten (10) business days' prior written notice of nonroutine maintenance or repairs of the Facilities or the Easement Area. Grantee shall not make any improvements or additional construction upon the Easement Area without the express prior written approval of Grantor, in Grantor's sole discretion.
4. **Interference.** During the term of this Agreement, the Grantor reserves the right of normal use of the Easement Area subject to the following limitations: the Grantor covenants and agrees that it will make good faith efforts to ensure that neither Grantor nor its representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantor: (i) knowingly interferes with, impairs or prohibits the free and complete use and enjoyment by Grantee of its rights granted by this Agreement; (ii) knowingly take any action which will interfere with or impair Grantee's access to or across the Easement Area as specified in this Agreement, and such as during the operating hours of the 12th Avenue Park Land; (iii) knowingly impair Grantee's performance of its obligations as specified in this Agreement; or (iv) make any material alterations or improvements to the Facilities or fixtures on the land (i.e. the tennis courts) without the prior written consent of the Grantee, which shall not be unreasonably withheld, conditioned, or delayed.
5. **Hold Harmless and Covenant Not To Sue.** The Grantee covenants and agrees, on behalf of itself and its successors and assigns, to hold harmless and not to sue the Grantor and Grantor's representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantor, for any and all losses, claims, lawsuits, damages, judgments, penalties, fines or liabilities, whether known or unknown, fixed or contingent, or whether legal or equitable, that arise from the acts or omissions of the Grantee or its representatives,

agents, employees, guests, contractors, or other persons exercising rights obtained through this Agreement including but not limited to all liabilities, acts, and omissions resulting in injuries or damages to persons or property who enter onto the Grantor Property, and including but not limited to any type of injury to person or property that arises out of the exercise of rights obtained through this Agreement or any failure of the Grantee or its representatives, agents, employees, guests, contractors, or other persons exercising rights obtained through this Agreement to lawfully and properly maintain and operate the Easement Area or the Facilities. Additionally, Grantee shall purchase and always maintain general liability insurance coverage with amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and provide Grantor with evidence of such coverage each year.

The Grantor covenants and agrees, on behalf of itself and its successors and assigns, to hold harmless and not to sue the Grantee and Grantee's representatives, agents, employees, guests, contractors or other persons acting on behalf of Grantee, for any and all losses, claims, lawsuits, damages, judgments, penalties, fines or liabilities, whether known or unknown, fixed or contingent, or whether legal or equitable, that arise from the acts or omissions of the Grantor or its representatives, agents, employees, guests, contractors, or other persons exercising Grantor's rights to the Grantor Property including but not limited to all liabilities, acts, and omissions resulting in injuries or damages to persons or property who enter onto the Grantor Property, and including but not limited to any type of injury to person or property that arises out of the exercise of Grantor's rights to the Grantor Property or any failure of the Grantor or its representatives, agents, employees, guests, contractors, or other persons exercising Grantor's rights to the Grantor Property.

6. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid, shall continue in full force and effect.
7. **Governing Law.** This Easement and the terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma without regard to its choice of law provisions. If any dispute arising out of or in connection with this Agreement results in litigation, venue of the action(s) shall be in the District Court of Cleveland County or the Western District of Oklahoma if federal jurisdiction is present and elected by Grantor or Grantee.
8. **Successors and Assigns.** This Easement and the terms of this Agreement shall run with the Property and shall be binding on the Grantor and Grantee, or their respective successors and assigns.
9. **Termination.** This Easement and the terms of this Agreement shall commence on the date first written above and shall automatically terminate on the earlier of: (i) ten (10) years from the date first written above, without further action required of Grantor or Grantee, or (ii) upon mutual written agreement of Grantor and Grantee recorded in the land records of Cleveland County, Oklahoma. This Easement and the terms of this Agreement may be

extended by mutual written agreement of Grantor and Grantee recorded in the land records of Cleveland County, Oklahoma. Upon termination, all rights granted by Grantor to Grantee hereunder shall return to and vest in the Grantor or its successors-in-interest to or assigns of the Grantor Property.

10. **Improvements at Termination.** Following the termination of the Easement and this Agreement, any and all Improvements made by Grantee shall remain with the Grantor Property and automatically become the property and ownership of Grantor.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Grantor and Grantee respecting the subject matter, and the obligations of Grantor and Grantee and rights obtained by Grantee through this Agreement are the only obligations and rights contracted for and for which consideration has passed to Grantor. Any agreement, understanding, or representation with respect to the subject matter of this Agreement not expressly set forth in this Agreement or later modified or amended in a writing signed by both Grantor and Grantee, is null and void. This Agreement shall not be modified or amended except for in writing, signed by both Grantor and Grantee or their assigns or successors-in-interest, and only upon proper recordation in the land records of Cleveland County, Oklahoma.
12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed the original, and all of which together shall constitute a single instrument.

TO HAVE AND TO HOLD the above-described Easements unto the said Grantee, its successors and assigns, for the purposes set forth herein.

[Signatures on following pages]

IN WITNESS WHEREOF, the Grantor and Grantee have each executed this AGREEMENT as of the date first written above.

Signed and delivered this ____ day of _____, 2025.

GRANTEE: City of Norman, Oklahoma, a Cleveland County, Oklahoma Municipal Corporation by:

Stephen T. Holman, Mayor

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 ____ day of _____, 2025, personally appeared Darrel Pyle, to me known to be the identical person(s) who executed the foregoing quit claim deed and acknowledged to me that he executed the same as his 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: _____

Notary Public: _____

Approved as to form and legality this 20 day of November, 2025.



City Attorney

GRANTOR: Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools by:

Dirk O'Hara, President, Board of Education
As authorized by the Norman Public Schools Board of Education

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 ____ day of _____, 2025, personally appeared Dirk O'Hara, to me known to be the identical person(s) who executed the foregoing quit claim deed and acknowledged to me that he executed the same as his 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: _____ Notary Public: _____

Approved as to form and legality this ____ day of _____, 2025.

Attorney for Norman Public Schools

EXHIBIT A
Legal Description of
Grantor's Property and Easement Area

Eisenhower Elementary School (Tract 4):

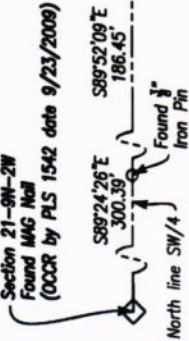
A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows; COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 186.45 feet to the POINT OF BEGINNING; THENCE continuing S 89°52'09" E, along the north line of said Southwest Quarter, a Distance of 119.07 feet to a found 1/2-inch iron pin with cap, CA6975; THENCE S 00°47'31" E a distance of 199.71 feet; THENCE N 89°45'29" W a distance of 119.07 feet; THENCE N 00°47'31" W a distance of 199.47 feet to the POINT OF BEGINNING. Above described tract contains 0.545 acres, more or less, per plat of Survey MB-24036, dated August 27, 2025 by MacBax Land Surveying, PLLC.

Basis of Bearing is Grid North-Oklahoma State Plane Coordinate System, South Zone.

Exhibit A Eisenhower Elementary School (Tract 4)

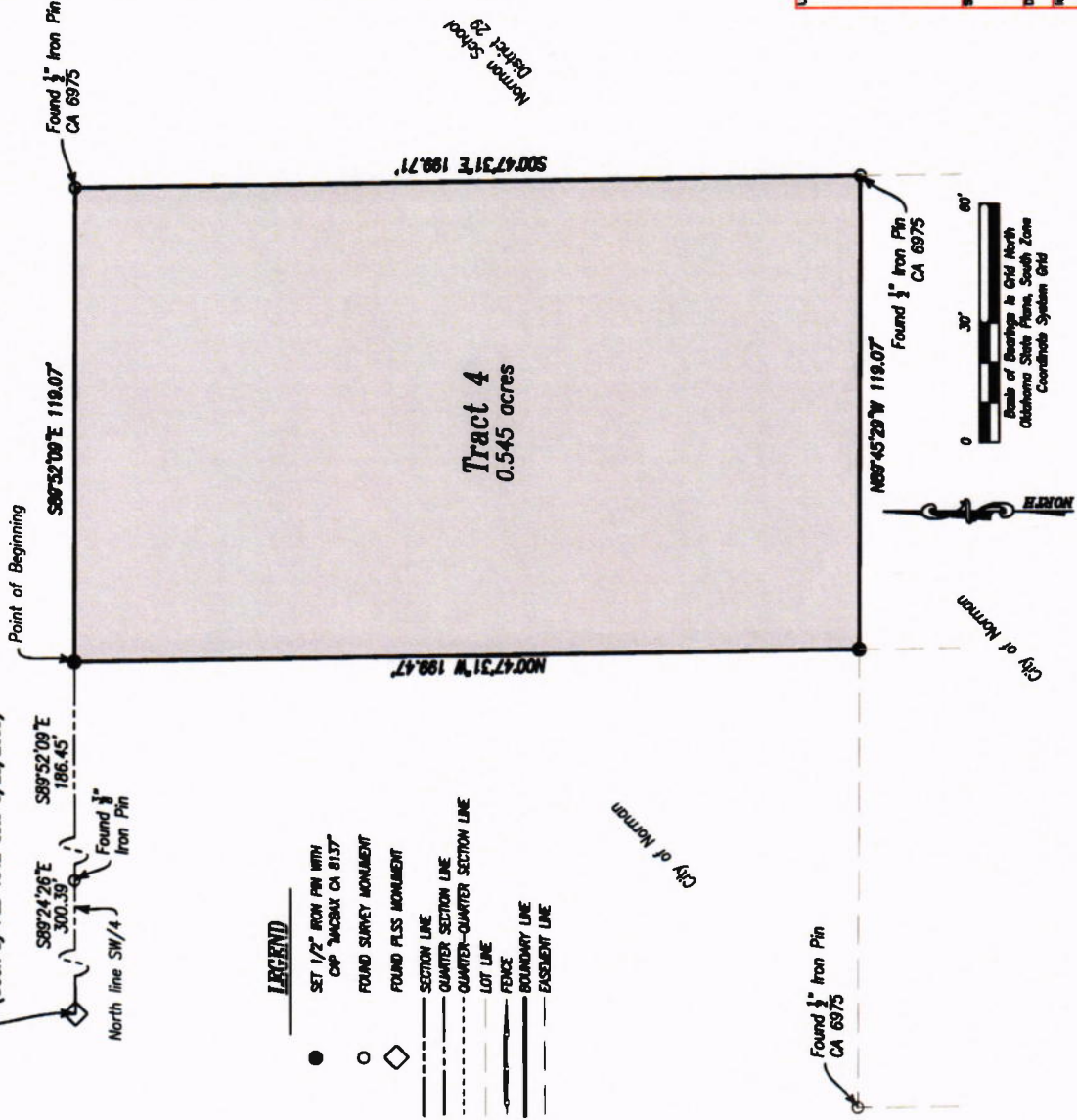
POINT OF COMMENCING

NW Corner of SW/4
Section 21-9N-2W
Found MAG Nail
(OCCR by PLS 1542 date 9/23/2009)



LEGEND

- SET 1/2" IRON PIN WITH CAP "MACBOX CA 8137"
- FOUND SURVEY MONUMENT
- ◇ FOUND PLS MONUMENT
- SECTION LINE
- - - QUARTER SECTION LINE
- - - QUARTER-QUARTER SECTION LINE
- LOT LINE
- FENCE
- BOUNDARY LINE
- EASEMENT LINE



Tract 4 Legal Description
A tract of land that is part of the Southwest Quarter (SW/4), Section Twenty-One (21), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described by metes and bounds as follows: COMMENCING at the Northwest Corner of said Southwest Quarter; THENCE S 89°24'26" E, along the north line of said Southwest Quarter, a distance of 300.39 feet to a found 3/8-inch iron pin; THENCE S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 186.45 feet to the POINT OF BEGINNING; THENCE continuing S 89°52'09" E, along the north line of said Southwest Quarter, a distance of 119.07 feet to a found 1/2-inch iron pin with cap; CA8973: THENCE S 00°47'31" E a distance of 188.71 feet; THENCE N 89°45'29" W a distance of 119.07 feet; THENCE N 00°47'31" W a distance of 188.47 feet to the POINT OF BEGINNING. Above described tract contains 0.545 acres, more or less, per plot of survey MB-24036, dated August 27, 2025 by MacBox Land Surveying, PLLC.

Base of Bearing is Grid North—Oklahoma State Plane Coordinate System, South Zone.

Notes

1. Except as specifically stated or shown on this plot, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements which were visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which an accurate and current title search may disclose.
2. This survey is based upon the Replat of High Meadows Addition, Section 2, Book 9, Page 93, filed in Cleveland County, Oklahoma and CONTRACT K-1415-110, a contract between the City of Norman, Oklahoma and Norman Public Schools.
3. Last date of field work: February 13, 2025.
4. This survey meets or exceeds the requirements set forth by the "Oklahoma Minimum Standards for the Practice of Land Surveying" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



9/05/2025

MBS
MacBox Land Surveying, PLLC
civil engineering & land surveying

5744 Huebner Court, Suite 130

Norman, OK 73069

Telephone: (405) 872-7594

Email: Kent@MBS.us

Certificate of Authorization No. 8137

Part of the SW/4
Section 21, T-9N, R-2W,
Cleveland County,
Oklahoma

SURVEY FOR

Norman Public School District

DATE 9/05/2025 SCALE 1" = 30'

REVISION 8/27/2025 PROJECT NO.

PAGE 5 of 5

MB-24036