

EASEMENT AND COVENANT

This easement and covenant is made and entered into by and between The City of Norman, Oklahoma, a municipal corporation, hereinafter called the "Grantor," and Norman ** Wildwood Community Church, Inc., a not for profit church corporation, hereinafter called the "Grantee."

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for and upon other good and valuable consideration, does hereby grant to Grantee, its successors and assigns, a permanent easement to survey, construct, maintain, and operate two (2) bridge structures and accompanying sidewalks, with the right of ingress and egress to and from the same, over and through the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, and more particularly identified and described to wit:

See Exhibit "A"

THE ABOVE GRANT IS MADE SUBJECT TO THE FOLLOWING COVENANTS AND AGREEMENTS OF THE PARTIES:

1. That Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted.
2. That Grantee agrees to assume sole responsibility for the construction, operation, maintenance, use, and safety conditions of the bridge structures and accompanying sidewalks.
3. That Grantee shall be responsible for any damage to the premises and is required to restore it to the condition prior to completion of the work.
4. That Grantee shall defend, indemnify, protect, and hold harmless the Grantor, its officers, agents, and employees, from and against any and all liabilities, costs, expenses, obligations, losses, damages, suits, claims, (collectively "Claims") resulting from or in connection with Grantee's, its employees, agents, servants, contractors, subcontractors, invitees, licensees, and permittees, construction, operation, maintenance, and use of the bridge structures and accompanying sidewalks or any breach of this easement and covenant; provided however, that such Claims are not due to the sole negligence or breach of this easement and covenant by Grantor, its officers, agents, or employees.
5. Grantee shall have the right, upon written permission of the Grantor's Director of Parks and Recreation, which shall not be unreasonably withheld, to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the Easement which interfere with or threaten the efficient and safe operation, construction or maintenance of said bridges.
6. Grantor hereby covenants and warrants that it is fully seized and possessed of the real estate and premises described herein and has the full right, power, and authority to execute this easement and covenant, that it will defend the title to the same, and that it promises that the Grantee shall have quiet enjoyment.

This easement and covenant contains all the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and constitutes a covenant running with the land, and shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors, and assigns, forever.

IN WITNESS WHEREOF, the undersigned have executed this easement and covenant this 16th day of April, 2025.

WILDWOOD COMMUNITY CHURCH

BY: Bruce A. Hess
 Title: Chair of Elder Board

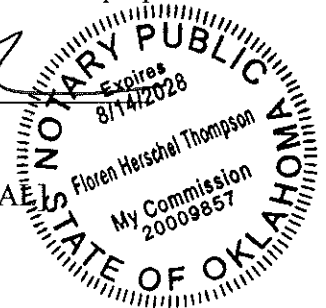
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
 COUNTY OF Cleveland) ss:

Before me, a Notary Public in and for the State of Oklahoma, on this 16th day of April, 2025, personally appeared Bruce A. Hess, to me known to be the identical person who executed the foregoing grant of easement 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.

Floren Herschel Thompson
 NOTARY PUBLIC

My Commission No. 20009857 Expires: 8/14/28 [SEAL]



CITY OF NORMAN

APPROVED this _____ day of _____, 2025 by the Norman City Council.

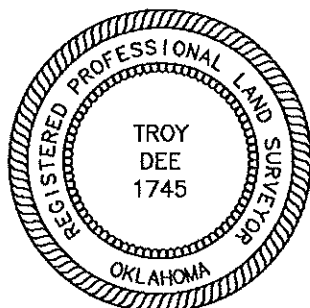
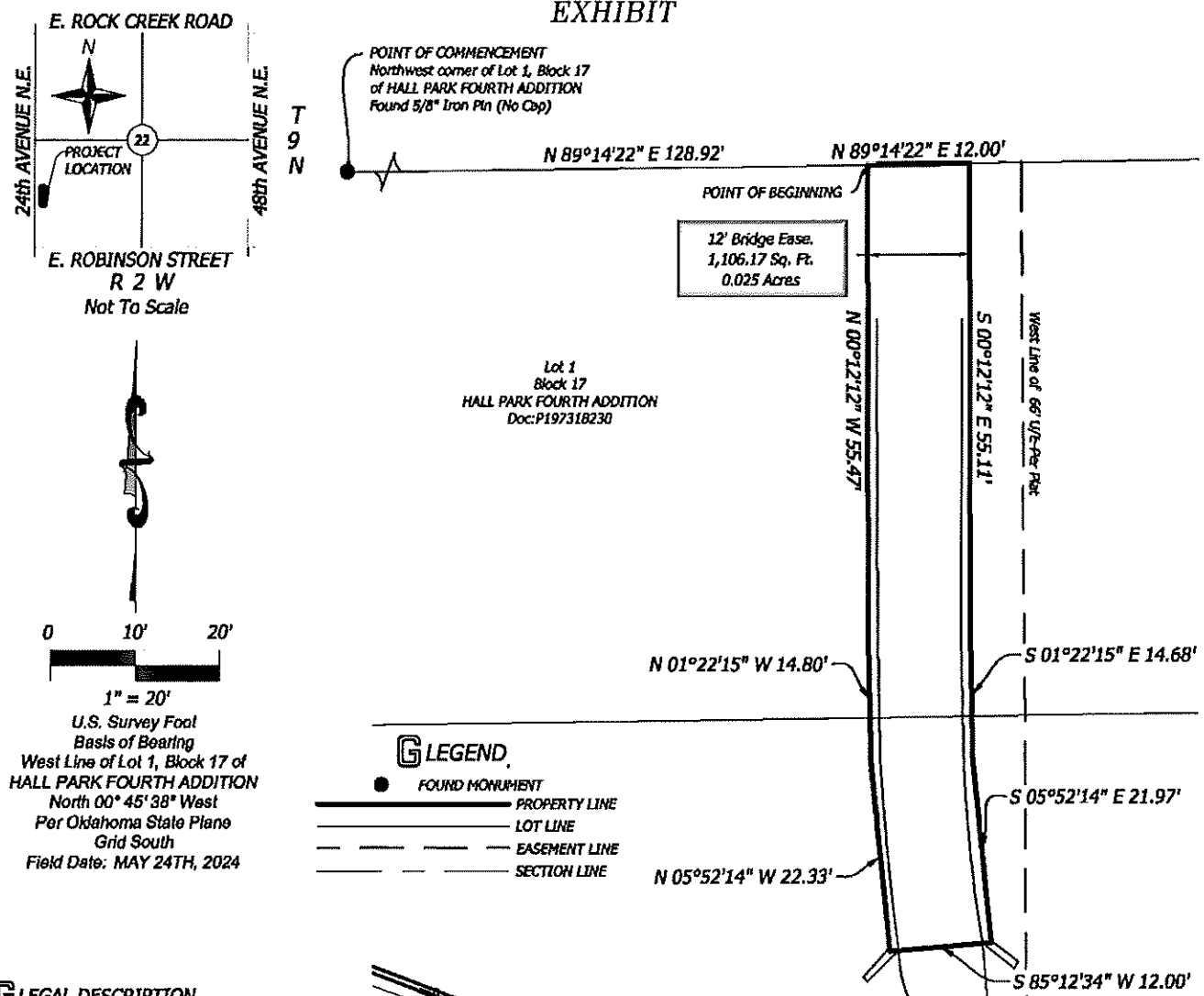
 Larry Heikkila, Mayor

ATTEST:

 Brenda Hall, City Clerk

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

 City Attorney

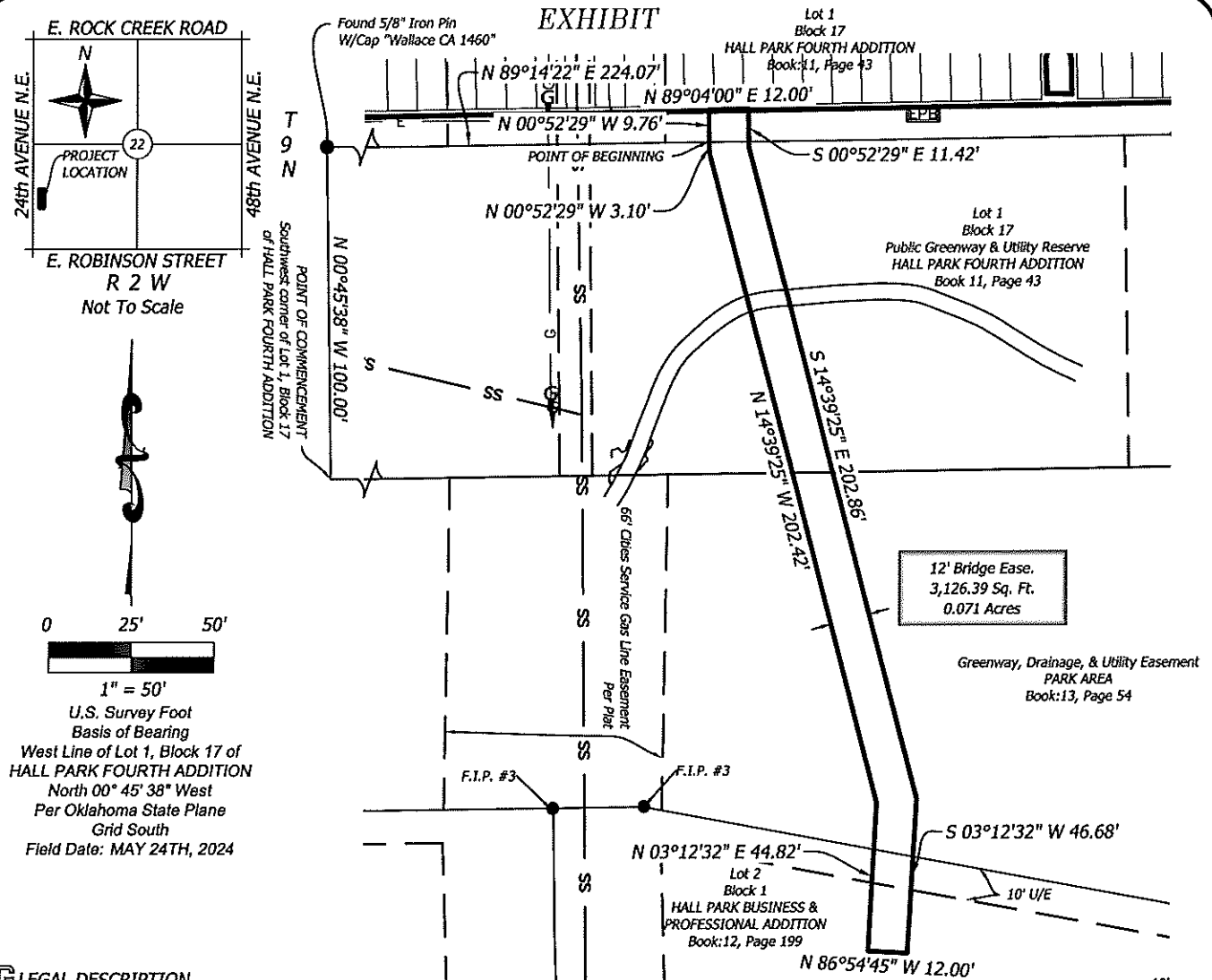


Troy Dee
Troy Dee, PLS #1745
April 15, 2025

Prepared By
GOLDEN
LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date = 6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
Drafted by: SQ GLS Job No.: 241512
Plot Date: April 15, 2025

Sheet 1 Of 1

**LEGAL DESCRIPTION**

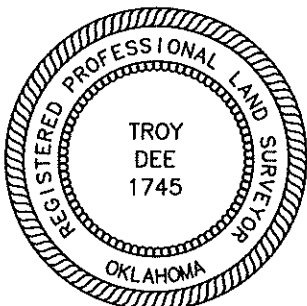
A 12.0 feet in width Bridge Easement lying in a portion of Lot Two (2), Block One (1), of HALL PARK BUSINESS & PROFESSIONAL CENTER being recorded in Book 12, Page 199, also lying in a portion of Lot One (1), Block Seventeen (17), of HALL PARK FOURTH ADDITION recorded in Book 11, Page 43 and lying in a portion of PARK AREA being recorded in Book 13, Page 54, all being Additions to the Town of Hall Park, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot One (1), Block Seventeen (17); Thence N00°45'38"W along the West line of said Lot 1 a distance of 100.00 feet to the North line of the platted Public Greenway & Utility Reserve (P.G. & U.R.) as shown on said HALL PARK FOURTH ADDITION; Thence N89°14'22"E along the North line of said P.G. & U.R. a distance of 224.07 feet to the POINT OF BEGINNING; Thence N00°52'29"W a distance of 9.76 feet; Thence N89°04'00"E a distance of 12.00 feet; Thence S00°52'29"E a distance of 11.42 feet; Thence S14°39'25"E a distance of 202.86 feet; Thence S03°12'32"W a distance of 46.68 feet; Thence N86°54'45"W a distance of 12.00 feet; Thence N03°12'32"E a distance of 44.82 feet; Thence N14°39'25"W a distance of 202.42 feet; Thence N00°52'29"W a distance of 3.10 feet to the POINT OF BEGINNING.

Containing 3,126.39 Sq. Ft. or 0.071 Acres, more or less.

Legal Description prepared on April 15, 2025 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 15 day of April, 2025.



Troy Dee
Troy Dee, PLS #1745
April 15, 2025

Prepared By

GOLDEN
LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120

C.A.# 7263 / Exp. Date = 6/30/2026

Telephone: (405) 849-6010 Email: troy@goldenls.com

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