

E 2627-4

TEMPORARY CONSTRUCTION EASEMENT**Know all men by these presents:**

That Hall, Jason Andrew & Chyla T, husband and wife, as Joint Tenants with Right of Survivorship, for and in consideration of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A 10 foot Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:

See attached Easement Exhibit "A".

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public drainage structure.

The sole purpose of this easement is to grant to the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, 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 of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the *Summit Hollow Storm Drainage Repair* project (the "project"). Two trees along the back fence of the grantor's property, notwithstanding their location in the City's existing drainage easement on this property, will be replaced by the City with a similar tree of similar size if damaged as a result of the project. The City will install sod within the easement and provide necessary grading. Future plantings within the drainage/utility easement are the sole responsibility of the property owner as provided by law. The City further warrants that no stormwater inlet or other surface drainage structure will be placed or constructed within the existing drainage easement or within this temporary construction easement as a part of the project. The City warrants that the drainage structure for the project is engineered and designed to accommodate a 100-year flooding event and the City will inspect and maintain the drainage structure on a regular basis as part of its stormwater infrastructure system. The City further warrants that, in regards to the residential lot to the east of the Grantor's property, a grading plan and drainage study have been submitted that demonstrates a reduction in historical stormwater flow impacting the Grantor's property.

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TEMPORARY CONSTRUCTION EASEMENT

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 16th day of July, 2026.

OWNER(S):

Jason A Hall

Name

Signature

Chyla T Hall

Name

Signature

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 16th day of July, 2026, personally appeared Jason Andrew Hall and Chyla T. Hall, to me known to be the identical person(s) 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.



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

My Commission Expires: 5-5-27

Notary Public:

Stephanie Canida

Approved as to form and legality this 17 day of July, 2026.

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk