

Project: 60th Ave NE over Rock Creek
J/P #: 22T28060
Parcel #: 4

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stonewall Homes, LLC
of Cleveland County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of One and No/100 Dollars (\$1.00) 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 attached Exhibit A – Legal Description and Map


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.

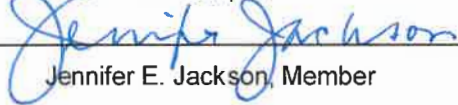
To have and to hold said above described premises unto the said City of Norman, Oklahoma free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public 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 themselves
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 22nd
day of February, 2024.



Pete V. Jackson, Member


Jennifer E. Jackson, Member

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 Acknowledgment

State of Oklahoma)
) §
County of Cleveland)

Before me, _____ a Notary Public in and for this State, on this 22nd day of February, 2024, personally appeared Pete V. Jackson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

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

My Commission expires: 9-20-25
Commission No. 21012394  Notary Public



Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of Cleveland)

Before me, _____ a Notary Public in and for this State, on this 22nd day of February, 2024, personally appeared Jennifer E. Jackson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member, 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 LLC for the uses and purposes therein set forth.

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

My Commission expires: 9-20-25
Commission No. 21012394  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 City Manager 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

City Manager

(SEAL)

ATTEST:

CITY CLERK

Approved as to form and legality this 19 day of March, 2024.

Elisabeth Chutkan

CITY ATTORNEY