

**COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA
EASEMENT**

Easement No. 10099
Account No. 206651, 205288

THIS EASEMENT made and entered into the 26th day of February, 2025, by and between the Commissioners of the Land Office of the State of Oklahoma, Grantor, (CLO) and **City of Lawton (Grantee)** 212 SW 9th Street, Lawton, OK 73501:

WITNESSETH: That in consideration of the sum of **five hundred dollars and no cents (\$500.00)**, the CLO by power vested in them by the Constitution and laws of the State of Oklahoma grant and convey unto the **Grantee** the right to the uninterrupted access and enjoyment of **Continuous** Easement for **public drainage culverts** only, covering land situated in **Comanche** County, State of Oklahoma, described as follows:

**Commencing at the Northeast corner of the NE/4 of the SE/4 of SEC 13-T1N-R12WIM;
thence along the Northerly line of said NE/4 of the SE/4 N89°32'23"W a distance of
1676.05 feet to the Place of Beginning of the easement herein intended to be described;**

**Thence continuing along said Northerly line N89°32'23"W a distance of 15.00 feet; thence
N00°27'37"E a distance of 15.00 feet; thence S89°32'23"E a distance of 15.00 feet; thence
S00°27'37"W a distance of 15.00 feet to the Place of Beginning containing 225 sq. ft.
(more or less) of land; and;**

**Commencing at the Northeast corner of the NE/4 of the SE/4 of SEC 13-T1N-R12WIM;
thence along the Northerly line of said NE/4 of the SE/4 N89°32'23"W a distance of 874.06
feet to the Place of Beginning of the easement herein intended to be described;**

**Thence continuing along said Northerly line N89°32'23"W a distance of 15.00 feet; thence
N00°27'37"E a distance of 15.00 feet; thence S89°32'23"E a distance of 15.00 feet; thence
S00°27'37"W a distance of 15.00 feet to the Place of Beginning containing 225 sq. ft.
(more or less) of land**

The easement described is shown on the attached PLAT and the plat is part of this Agreement. The easement is **two 15' x 15' culvert areas**.

NOTICE: No structures other than the culverts and line markers in fence rows may be placed upon or beneath the surface of the land under the terms and conditions of this Easement. The CLO, its surface lessees, successors and assigns reserve the right to use the surface for all purposes not inconsistent with the necessary servicing of the **culverts**. After construction **Grantee** shall, in a timely and workmanlike manner, restore the land as near as is reasonable and possible to its condition immediately prior to construction, and according to the specifications of CLO's supervising Real Estate Management Specialist.

PROVIDED it is expressly agreed by **Grantee** that the granting of this easement does not permit **Grantee** to unreasonably interfere with the CLO, its surface lessees, successors and assigns in the exercise of its free and uninterrupted access, use and enjoyment of the premises. It is further understood by **Grantee** that unreasonable interference with the CLO's, its surface lessees', successor's and assign's free use and enjoyment of the premises shall constitute forfeiture of all of its right, title and interest in the property. Upon failure to show due cause as to why this agreement should not be cancelled for such interference, **Grantee** agrees to remove all of its property whether real, personal or both within thirty (30) days from the date of receipt of notice.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should **Grantee**, its successors, heirs or assigns cease to use the land for the purposes granted for a period of more than one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges granted shall cease and terminate. It is understood and agreed that such cessation of usage of the above described premises for a period of one (1) year

or more shall constitute abandonment. In consideration of the execution of this easement, **Grantee** does grant, bargain, sell and convey all of its right, title and interest in the premises to CLO, its successors and assigns, in the event of abandonment.

It is expressly understood and agreed **Grantee** shall settle with the surface lessee of the land for any damages to improvements and/or crops by reason of construction or use of the right-of-way or Easement, with the further understanding that the CLO is neither entitled to nor responsible for payment of the proceeds of such settlement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this easement to be executed by their Secretary.

CITY OF LAWTON, OKLAHOMA
a municipal corporation

Stanley Booker, Mayor

ATTEST:

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on behalf of the City of Lawton this ____ day of _____, 2025.

Timothy Wilson, Interim City Attorney

By _____
Dan Whitmarsh, Secretary
Commissioners of the Land Office

STATE OF OKLAHOMA)
) **ss.**
COUNTY OF OKLAHOMA)

ACKNOWLEDGEMENT

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me Dan Whitmarsh, known to be the person who executed the foregoing instrument as its Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

My Commission Expires:
Commission #:

For Land Office Use Only
No. _____
Volume _____
Recorded _____ (Date)
By _____ (Records Clerk)