

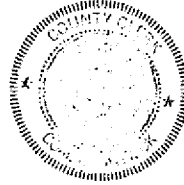
Please return to:  
Choctaw Nation of Oklahoma  
Real Property Management  
PO Box 1210  
Durant, OK 74701

BIA TAAMS No. 4200185187 (T-164)  
Allotment No. 100  
Tribal Tract No. 907 T 51250

I-2022-000942 Book 0922 Pg 13  
06/20/2022 1:33pm Pg 0013-0023  
Fee: \$38.00 Doc: \$0.00  
Eugina Loudermilk - Coal County Clerk  
State of OK

THE CITY OF OKLAHOMA CITY  
OFFICE OF THE CITY CLERK  
MUNICIPAL BUILDING  
200 NORTH WALKER AVE  
OKLAHOMA CITY, OKLAHOMA 73102

UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
Eastern Oklahoma Region



**GRANT RIGHT-OF-WAY**

**E# 35,938**

The United States of America (referred to as "USA"), acting by and through the Bureau of Indian Affairs (referred to as "BIA"), Department of the Interior, Eastern Oklahoma Region, Muskogee, Oklahoma, for and on behalf, with the consent of: CHICKASAW NATION (referred to as the "GRANTOR" or "NATION"), under authority contained and under the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, Code of Federal Regulations, which by reference are made a part hereof, does hereby grant to: The City of Oklahoma City (referred to as the "GRANTEE" or "CITY").

1. **GRANT.** In consideration of: \$13,750.00, paid to the BIA Lockbox: Tahihina Field Office-BIA, Dept. C185, P.O. Box 979121, St. Louis, MO 83197-9000, by the date the right-of-way is granted.

**GRANTOR** does hereby grant to the **CITY**, a right-of-way easement for: public utility water pipelines and associated facilities purpose, over, under, across, and through the restricted interest in the following described land located in the County of Coal, State of Oklahoma, referred to as "Easement Area":

100 foot wide across the North half (N/2) of Southwest Quarter (SW/4) Section Thirteen (13), Township One (1) North, Range Nine (9) East of the Indian Meridian, same being 50 feet on either side of a center line more particularly described as burdening Two and Seventy-Five One Hundredths (2.75) Acres of land in area as shown on Exhibit A, attached hereto and made a part hereof.

**PURPOSES AND USES:** Previous easement granted December 1958 which expired granted a single 60-inch water pipeline 100-foot wide easement for use in conjunction with a 100-mile long public utility water pipeline system currently used by the CITY to transport water, including but not limited to the delivery of water (whether treated or untreated) from resources in Southeast Oklahoma to Lake Stanley Draper or other designated destinations for providing and distribution of water from the pipelines, and particularly to the Oklahoma City metropolitan region (referred to as "Atoka Pipeline System").

The CITY is entitled to use the Easement Area for the following purposes and uses:

A. The right to construct, reconstruct, maintain, repair, modify, expand, replace, remove, monitor, and operate public utility water pipelines within the Easement Area for the transportation of water and for public utility water pipeline purposes and to construct improvements related thereto, including but not limited to all the usual and customary associated facilities, connections, and appurtenances thereto;

B. The right to use, cross over, and through the GRANTOR's property as a means of access, ingress and egress between the Easement Area and any other adjoining easement area used for the Atoka Pipeline System;

12/40

C. All right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Easement Area, incidentally removed during the use of the easement; and

D. The right to monitor the Atoka Pipeline System, by electronic and other means, including but not limited to the use of drones, other aerial or electronic monitoring, video, or satellite, as well as other means of monitoring the Easement Area and surrounding areas of the GRANTOR's property, whether on, above, or below the surface, at all times during the term of the easement, all subject to the terms and conditions set forth herein.

2. **TERM.** The easement described herein is intended to be permanent, except and unless it permanently ceases to be used for the purposes described herein, and shall remain in full force and effect provided that said easement shall be terminable in whole or in part by the GRANTOR for any of the following causes upon Thirty (30) days written notice and failure to correct the basis for termination:

A. Failure to comply with any term or condition of the grant or the applicable regulations.

B. A non-use of the easement for any consecutive two-year period (for the purpose for which it was granted), except and unless such use was interrupted under circumstances where GRANTEE intends and demonstrates its intent to resume and continue the use of the easement for the purposes defined herein. Such period of non-use may be extended in the event a longer period of time is reasonably required in order to re-establish the use for the purposes described herein if such use was interrupted as a result of natural disaster, force majeure, acts of God, acts of war, terrorism or vandalism, provided that in good faith GRANTEE takes reasonable measures of due diligence and continues to pursue same to do those things necessary to reconstruct and/or re-establish the improvements to be able to function as the improvements did prior to the interruption, and resume the use of the easement for the purposes described herein.

C. A complete abandonment of the easement, as evidenced by the written notice by GRANTEE to GRANTOR as to same.

D. Any attempts of the GRANTEE to convey to another entity or person any right or claim to utilize the subject easement or rights hereunder for any purpose separate and distinct from the purposes described herein, without the prior written consent of GRANTOR.

E. The GRANTEE connects a pipeline from a point of diversion located on the Kiamichi River to the GRANTEE's Atoka Pipeline System (i) before the Enforceability Date of the Choctaw Nation of Oklahoma and The Chickasaw Nation Water Settlement Act; or (ii) after the Expiration Date of said Act, if expiration occurs, as provided by Pub. Law 114-322, § 3608(i)(1) and (2), 130 Stat. 1628, 1810-1811, unless otherwise agreed to by the NATION and the GRANTEE in writing.

The terms and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the GRANTOR and of the GRANTEE.

3. **MITIGATION MEASURES.** The CITY agrees to comply with all federal and state laws, rules and regulations applicable to environmental protection and cultural preservation in all activities on the Easement Area, and to all tribal laws, rules and regulations applicable to environmental protection and cultural preservation in all activities on each Easement Area to the extent they are substantially the same as or similar to federal and state laws, rules and regulations applicable to same, but all subject to the terms of this Grant of Right-of-Way.

4. **JURISDICTION AND GOVERNING LAW.** Notwithstanding any federal, state, or tribal laws or regulations at variance with or contrary to same, the easement shall be governed and construed by its terms, and by the following, subject to those terms:

A. **General.** The land and the Easement Area are being treated as trust land having the status of Indian country as defined by 18 U.S.C. § 1151. By agreement of the parties, the provisions herein concerning the laws that shall govern this Grant of Right-of-Way and activities on the Easement Area constitute an integral part of the consideration provided.

B. **Federal Regulatory Requirements Concerning Rights-of-Way on Indian Trust Lands.** To the extent any provision herein in the Grant of Right-of-Way are at variance with, or conflict with, or are different from the regulatory requirements in 25 C.F.R. Part 169, as amended from time to time, the terms herein, the Grant of Right-of-Way, has been negotiated and agreed to by the parties, and shall replace and be in lieu of such regulatory requirements, including as to the granting, duration, terms and maintenance under the Grant of Right-of-Way, and shall control to the exclusion of such other or conflicting regulatory requirements and laws.

5. **EASEMENT TERMS CONTROLLING.** This Grant of Right-of-Way represents a compromise resulting from arms-length negotiations conducted by the parties hereto with the parties' full approval and consent. The parties acknowledge that some or all of the terms in the Grant of Right-of-Way are not identical to easement terms set forth in past or new federal regulations in 25 C.F.R. Part 169. The terms of this Grant of Right-of-Way shall be in lieu of and controlling over any inconsistent provisions in or under other requirements under 25 C.F.R. Part 169 or any inconsistent Federal law in effect on or after said date.

6. **REGULATORY PROVISIONS.** Standard regulations under the Federal Regulation in 25 C.F.R. Part 169 are modified to the terms set forth in this Grant of Right-of-Way. Any conflicts between those regulations and the terms of this Grant of Right-of-Way shall be governed by the terms of this Grant of Right-of-Way. Standard regulations under 25 C.F.R. 169.125 are modified as follows:

A. On tribal land, the NATION has the right to reasonable access to the lands subject to the grant to determine the CITY'S compliance with consent conditions or to protect public health and safety;

B. The CITY has no right to any of the products or resources of the lands, including but not limited to, timber forage, mineral, and animal resources, unless otherwise provided for in the grant, except for dirt or fill which is excavated or removed, bushes, trees, brush, tree branches, fallen trees, wood and other debris resulting from any "clear-cut activity", and other growth or debris removed incident to activities permitted on the Easement Area;

C. **Cultural Findings.** Should any previously unrecorded and/or previously undetected cultural material be discovered during any construction operation on the Easement Area, all work shall be stopped in the immediate area of the exposed resources, which shall then be clearly marked. GRANTEE may proceed with its work outside of that immediate area, but shall suspend work within the marked area. In such an event, the GRANTEE will immediately notify the BIA and the NATION to arrange for an immediate on-site inspection to determine the significance and disposition of the cultural remains identified, and verify if, in fact, they are cultural remains.

If it is determined that the material found is in fact cultural material, then the BIA and the NATION shall give GRANTEE written notice within ten (10) calendar days of the exact location to be protected, the nature or description of the cultural finding (e.g., burial site, other...), and how they intend to proceed and appropriate disposition. Absent written objection from the USA or the NATION to the GRANTEE prior thereto, GRANTEE may resume work after thirty (30) calendar days after such notice to the BIA and the NATION of the discovery of the material.

GRANTEE will make a reasonable effort to protect the items discovered or hire a competent company to remove and then relocate the items to a location approved by the BIA or NATION.

D. The CITY does hereby understand and expressly agrees the Easement is subject to the following easement conditions:

1. Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;
2. Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to 25 C.F.R. §169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;
3. Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the landowners;
4. Clear and keep clear the land within the right-of-way to the extent compatible with the purpose of the right-of-way, and dispose of all unneeded vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
5. Comply with all applicable laws and obtain all required permits; [See in No. 4 Jurisdiction and Governing Law.]
6. Not commit waste on the land or Easement Area;
7. Operate, repair, and maintain improvements consistent with the right-of-way grant;
8. In the event the CITY fences or encloses any portion of the Easement Area in such a way that it would restrict access across the land from one side of the Easement Area to the other, and there is no reasonably accessible alternative point for crossing the same the CITY will build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
9. Restore the surface of the land to its original condition, as much as reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;
10. At all times keep the BIA and the NATION informed of the CITY'S address;
11. Except to the extent necessary to fulfill the purpose of the easement as stated herein, the CITY will refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;
12. Comply with the following due diligence requirements; [None listed.]
13. Notify the BIA, and the NATION for tribal lands, if it files for bankruptcy or is placed in receivership.

E. Unless the CITY would be prohibited by law from doing so and to the extent allowed by the Oklahoma Governmental Tort Claim Act, Title 50 Oklahoma Statutes, Sections 154 and 155(27); the CITY MUST

1. Hold the United States and the NATION landowner harmless from any loss, liability, or damages resulting from the CITY'S use of occupation of the premises; and
2. Indemnify the United States and the NATION landowner against all liabilities or costs relating to the use, handling, treatments, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the NATION landowner for liability or cost arising from the NATION landowner negligence or willful misconduct.

7. **PERMANENT IMPROVEMENTS.** The pipelines, blow off valves, air and vacuum valves, vaults, and other usual and customary associated pipeline facilities, connections, utilities and, all security, monitoring, telecommunications or fiber-optic systems, wireless communications systems, and related facilities and equipment for dedicated use for the Atoka Pipeline System, all other facilities or equipment for the pipelines, and all other appurtenances thereto installed by the CITY within the Easement Area shall at all times be owned by and remain the property of the CITY, and BIA, landowner, or NATION shall obtain no right, title or interest therein. Such improvements by the CITY do not and shall not constitute a fixture to the land or the Easement Area. The BIA, landowner, or NATION shall in no way attach to or use in any manner such improvements or any portion thereof for any reason. Notwithstanding the foregoing, in the event of termination of this Grant of Right-of-Way, the CITY shall remove all improvements constructed by the CITY and located on the surface of the Easement Area within one-hundred eighty (180) days after the date of CITY'S delivery or receipt of the termination notice, unless otherwise agreed in writing by the parties, and shall restore the surface of the Easement Area to its original condition to the maximum extent reasonably possible. All permanent improvements constructed by the CITY remaining under the Easement Area shall be deemed abandoned and shall become the property of the BIA, unless removed by the CITY within one-hundred eighty (180) days after the date of CITY'S delivery or receipt of the termination notice.

8. **AMENDMENT.** All amendments must be agreed to by the parties, in writing, and executed by all parties after each has taken all measures required for each to enter into the amendment and make same legally binding upon that party.

9. **ASSIGNMENT.** The CITY shall make no assignment or transfer of this Grant of Right-of-Way or agreement without the prior written notice to the BIA and NATION and prior written consent of the BIA and NATION, which shall not be unreasonably withheld, provided however, that if such assignment is made to a municipal or state entity, public trust, subdivision, public utility department, or public utility trust authority of the CITY, and the Easement Area and improvements thereon are to continue to be used only for the uses and purposes set forth in this Grant of Right-of-Way, such prior approval shall not be required, but the CITY shall provide written notice to the BIA and NATION at least thirty (30) days prior to such assignment or transfer.

10. **MORTGAGE.** (25 C.F.R. 169.210). This grant may not be mortgaged without applicable consent and BIA approval and within 30 days, a copy of the mortgage and supporting documents will be sent to BIA for recording in the Land Title Records Office.

11. **EFFECTIVE DATE.** (25 C.F.R. 169.301) Grant will be effective on the date it is approved. The CITY'S obligations are triggered on the date it is approved.

12. **REMEDIES.** Notwithstanding any Federal, Tribal or State laws or regulations to the contrary, the parties agree that the sole remedies available for the interpretation and enforcement of this Grant of Right-of-Way shall be as follows:

A. **Negotiated Remedies.** The forum for enforcement of the Grant of Right-of-Way, as specified at 12.B., is part of the parties' negotiated remedies under 25 C.F.R. Part 169.403 and is in lieu of any other forum which might otherwise be provided for or available under 25 C.F.R. Part 169 or other applicable regulation, and shall be the sole forum for enforcement of the easement.

B. **Interpretation and Enforcement.** All rights and obligations under the Grant of Right-of-Way (including but not limited to interpretation of the Grant of Right-of-Way, the enforcement of either of same, and the enforcement of all payment obligations) shall be enforceable only in the United States District Court for the Western District of Oklahoma (referred to as the "District Court"), and if any appeal is to be taken from a decision of the District Court, to all federal courts having appellate jurisdiction over same.

I-2022-000942      Book 0822 Pg 18  
06/20/2022 1:33pm      Pg 0013-0023  
Fee: \$38.00 Doc: \$0.00  
Eugina Loudermilk - Coal County Clerk  
State of OK

13. **BINDING EFFECT.** The Grant of Right-of-Way and the covenants and conditions contained herein shall apply to, and be binding upon and inure to the benefit of the administrators, executors, legal representatives, heirs, assignees, successors, agents and assigns of the parties hereto, and shall run with the title of the landowners, the BIA and the NATION in and to interests in the land and the Easement Area described herein.

14. **ADDITIONAL CONDITIONS OR RESTRICTIONS.**

A. **Terms of Easement.** GRANTOR and the CITY shall be entitled to all benefits under, and bound by all obligations under the terms of the Grant of Right-of-Way.

B. **GRANTOR Use of Easement Area.** GRANTOR shall be entitled to the use and enjoyment of the land, except and subject to the Grant of Right-of-Way over the Easement Area for the purposes granted by this Grant of Right-of-Way to the CITY. GRANTOR shall have the non-exclusive right to cross over and use the Easement Area so long as such use does not limit, interfere with, cause damage to, prevent or obstruct the uses of the CITY, nor create risk of damage to the CITY'S Improvements in the Easement Area.

C. **Restrictions on Improvements in Easement Area.** GRANTOR shall not build or erect any temporary or permanent buildings, structures, Improvements, gravesites, or other cultural improvements or installations of any kind on the Easement Area which could or will in any manner conflict with or interfere with the use of the Easement Area for the purposes described in this Grant of Right-of-Way, nor shall GRANTOR authorize any other person or entity to do so.

D. **Non-Interference.** In no event shall GRANTOR obstruct damage, interfere, or create any interference with, or authorize any other person or entity to obstruct, damage, interfere, or create any interference with, the CITY'S rights granted in the Grant of Right-of-Way.

EASEMENT APPROVED AND GRANTED:

IN WITNESS WHEREOF, GRANTOR, pursuant to the delegated authority found in 209 DM 8, 230 DM 1, and 3 IAM 4 and Eastern Oklahoma Region Memorandum of Delegation to 3 IAM 4. Issued June 23, 2021, is granting and executing this grant of easement on this 3<sup>RD</sup> day of June, 2022.

The United States of America, acting by and through the Superintendent, Tallhina Agency, Eastern Oklahoma Regional Office, Bureau of Indian Affairs, Department of Interior, acting as Trustee for the benefit of the Chickasaw Nation

By: \_\_\_\_\_

Benjamin Daniels  
Benjamin Daniels, Superintendent  
United States Department of the Interior  
Bureau of Indian Affairs, Tallhina Agency  
Eastern Oklahoma Regional Office

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF Muskogee )

Acknowledged before me this 3<sup>RD</sup> day of June, 2022 by Benjamin Daniels as the Superintendent, Eastern Oklahoma Regional Office, Bureau of Indian Affairs, Tallhina Agency, Department of Interior, acting as Trustee for the benefit of the Chickasaw Nation.

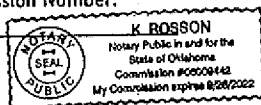
Given under my hand and seal of office the day and year last above written.

K. Rosson  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

(SEAL)



I-2022-000942 Book 0922 Pg 20  
05/20/2022 1:33pm Pg 0013-0023  
Fee: \$38.00 Doc: \$0.00  
Eugina Loudermilk - Coal County Clerk  
State of OK

CONSENT OF CHICKASAW NATION

The Chickasaw Nation, as the beneficiary of the trust in which the United States hold title to the land burdened by the easement herein described and in accord with 25 U.S.C. § 324, if required, and as part of its implementation of the terms of the State of Oklahoma, Choctaw Nation of Oklahoma, Chickasaw Nation, City of Oklahoma City Water Settlement, as enacted into Federal law December 16, 2016, hereby consents to the United States' conveyance of said easement. The Chickasaw Nation represents and affirms that this consent has been secured in full compliance with Chickasaw Nation and Federal law and is accordingly entered with full authority under law.

CHICKASAW NATION

By: Bill Anoatubby  
BILL ANOATUBBY, GOVERNOR

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF PONTOTOC )

Acknowledged before me this 5 day of August, 2019, by Bill Anoatubby, as Governor of the CHICKASAW NATION.

Given under my hand and seal of office the day and year last above written.

Kassie Frost  
Notary Public

My Commission Expires: May 8, 2020  
My Commission Number: 12004428

[SEAL]

Kassie Frost  
Notary Public, State of Oklahoma  
Commission # 12004428  
My Commission Expires May 8, 2020

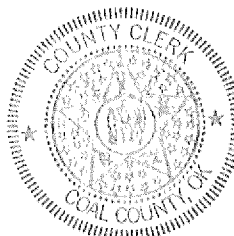
Page 8 of 8

494470.2  
8/21/2017

CERTIFICATE OF TRUE COPY

STATE OF OKLAHOMA } SS  
COAL COUNTY }  
I DO HEREBY CERTIFY  
THAT THIS IS A FULL, TRUE AND CORRECT COPY OF THE  
ORIGINAL AS THE SAME NOW APPEARS IN THIS OFFICE  
WITNESS MY HAND AND SEAL AT COALGATE, OKLAHOMA.  
THIS THE 5 DAY OF July, 2022  
EUGINA LOUDERMILK, COUNTY CLERK

Anita Bregar DEPUTY





I-2022-000042 Book 0922 Pg 21  
06/20/2022 1:33pm Pg 0013-0023  
Fee: \$38.00 Doc: \$0.00  
Eugina Loudermilk - Coal County Clerk  
State of OK

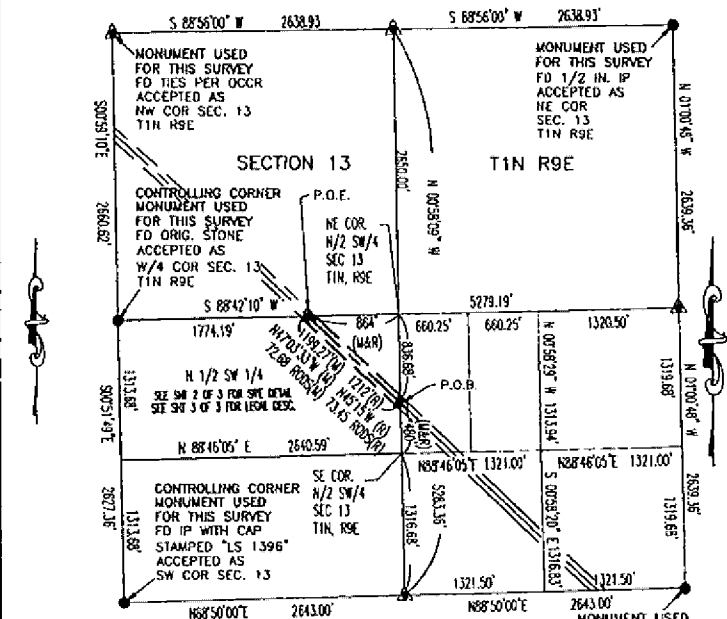
SCALE: 1" = 1000'

# ATOKA WATER LINE EASEMENT

SHEET 1 OF 3

LEGAL DESCRIPTION  
PORTION OF N/2 OF SW/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, HOMA MERIDIAN, COAL COUNTY, OKLAHOMA  
**BROOKS LAND SURVEYING AND MAPPING, INC.**  
811 LAKE SHORE DRIVE DURANT, OKLAHOMA 74701  
PHONE: (580) 745-9190 FAX: (580) 745-9109

OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 4450  
EXPIRES: JUNE 30, 2016  
DATE OF LAST SITE VISIT: 06/29/2015  
BASIS OF BEARINGS:  
BEARINGS SHOWN HEREON ARE BASED UPON  
THE WEST LINE OF THE SW/4 OF SECTION 13,  
T1N, R9E, L1N, AS HAVING A TRUE BEARING OF  
S00°15'49"E DERIVED FROM GPS OBSERVATIONS.



LEGEND:  
● FD MONUMENT AS SHOWN  
SET 3/8" IRON PIN W/CAP  
STAMPED "BROOKS CA 4450"  
(M) MEASURED BEARING AND  
DISTANCES AS SHOWN  
(R) RECORD BEARING AND  
DISTANCES PER EASEMENT NO. 46  
FILED IN BOOK 255 PG. 73,  
RECORDS OF COAL COUNTY

STATE OF OKLAHOMA

COUNTY OF BRYAN

Before me, the undersigned, a notary public in and for  
said county and state on the 10th day of  
September, 2015, personally appeared  
Wm. Alan Brooks to  
me known to be the identical person who the name of  
the maker thereof to the foregoing instrument as its  
president, and duly acknowledged to me that he  
executed the same as his free and voluntary act and  
deed of such partnership for the uses and purposes  
therein set forth given under my hand and seal the  
day and year first written above.

My Commission Expires: 01-30-2017  
Date

Notary Public

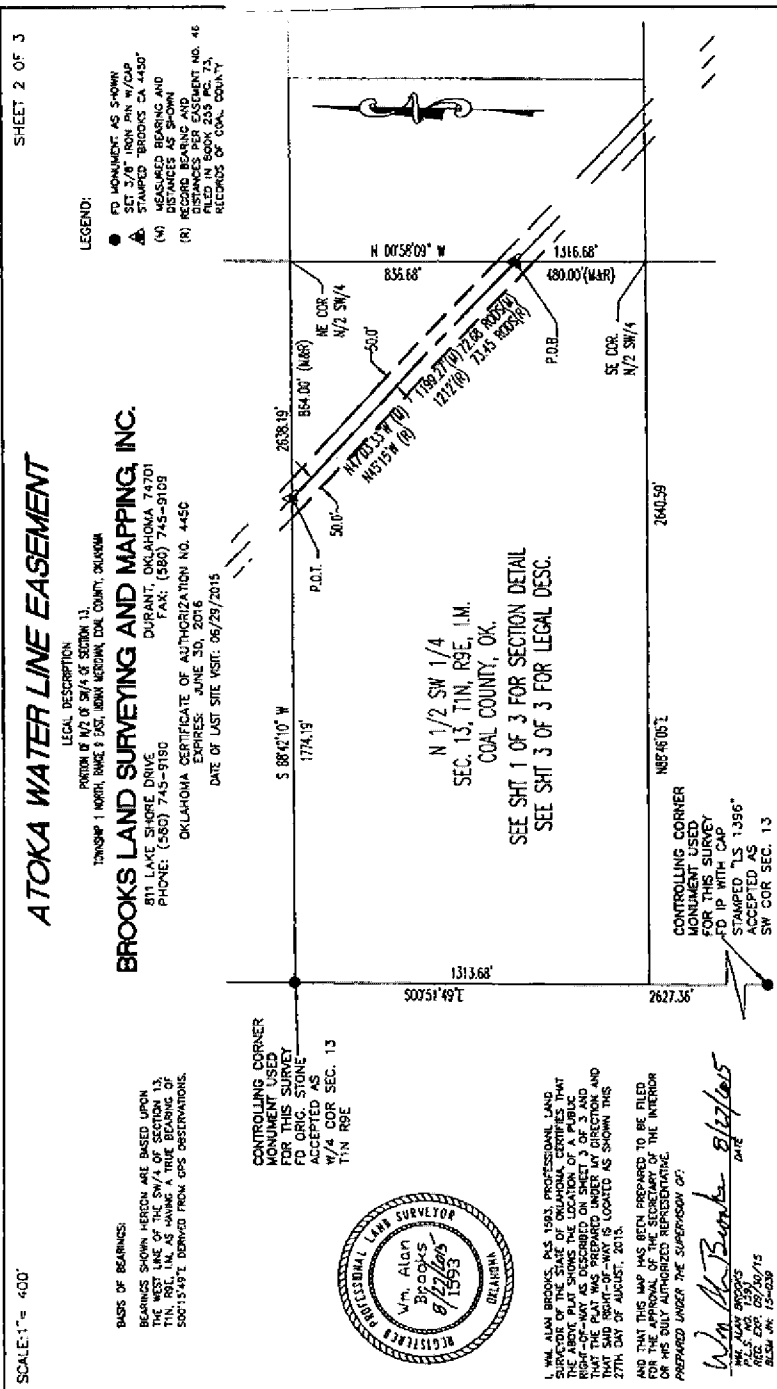
WENDI DRIVER  
NOTARY PUBLIC-STATE OF OKLAHOMA  
BRYAN COUNTY  
MY COMMISSION EXPIRES 01-30-2017  
COMMISSION # 0900011

I, Wm. ALAN BROOKS, PLS 1593, PROFESSIONAL LAND  
SURVEYOR OF THE STATE OF OKLAHOMA, CERTIFIES THAT  
THE ABOVE PLAT SHOWS THE LOCATION OF A PUBLIC  
RIGHT-OF-WAY AS DESCRIBED ON SHEET 1 OF 3 AND  
THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND  
THAT SAID RIGHT-OF-WAY IS LOCATED AS SHOWN THIS  
27TH DAY OF AUGUST, 2015.

AND THAT THIS MAP HAS BEEN PREPARED TO BE FILED  
FOR THE APPROVAL OF THE SECRETARY OF THE INTERIOR  
OR HIS DULY AUTHORIZED REPRESENTATIVE.

PREPARED UNDER THE SUPERVISION OF:

Wm. Alan Brooks 9/10/2015  
DATE  
Wm. Alan Brooks  
P.L.S. NO. 1593  
REG. EXP. 09/30/15  
DESM. NO. 15-039



I-2022-000942 Book 0022 Pg 23  
06/20/2022 1:33pm Pg 0013-0023  
Fee: \$38.00 Doc: \$0.00  
Eugina Loudermilk - Coal County Clerk  
State of OK

## ATOKA WATER LINE EASEMENT

SHEET 3 OF 3

LEGAL DESCRIPTION  
PORTION OF N/2 OF SW1/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, NEW MEXICO, COAL COUNTY, OKLAHOMA  
**BROOKS LAND SURVEYING AND MAPPING, INC.**  
811 LAKE SHORE DRIVE DURANT, OKLAHOMA 74701  
PHONE: (580) 745-9190 FAX: (580) 745-9109  
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 4450  
EXPIRES: JUNE 30, 2016  
DATE OF LAST SITE VISIT: 06/29/2015

RECORD LEGAL DESCRIPTION:  
EASEMENT NO. 46 PER EASEMENT DEED FILED IN BOOK 255 PAGE 73,  
RECORDS OF COAL COUNTY, OKLAHOMA

A PERMANENT EASEMENT 100 FOOT WIDE ACROSS N1/2 SW1/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, SAME BEING 50 FEET ON EITHER SIDE OF  
THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE N1/2 SW1/4 OF SAID SECTION 13,  
SAID POINT BEING 480 FEET NORTH OF THE SOUTHEAST CORNER OF THE N1/2 SW1/4  
OF SAID SECTION 13;  
THENCE NORTH 45°15' WEST, A DISTANCE OF 1212 FEET TO A POINT ON THE NORTH LINE  
OF THE N1/2 SW1/4 OF SAID SECTION 13, SAID POINT BEING 864 FEET WEST OF THE  
NORTHEAST CORNER OF THE N1/2 SW1/4 OF SAID SECTION 13.

MEASURED LEGAL DESCRIPTION:  
A PERMANENT EASEMENT 100 FOOT WIDE ACROSS N1/2 SW1/4 OF SECTION 13,  
TOWNSHIP 1 NORTH, RANGE 9 EAST, SAME BEING 50 FEET ON EITHER SIDE OF  
THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE N1/2 SW1/4 OF SAID SECTION 13,  
SAID POINT BEING NORTH 00°58'09" WEST 480 FEET FROM THE SOUTHEAST CORNER OF  
SAID N1/2 SW1/4 OF SAID SECTION 13;  
THENCE NORTH 47°03'33" WEST, A DISTANCE OF 1189.27 FEET TO A POINT ON THE  
NORTH LINE OF THE N1/2 SW1/4 OF SAID SECTION 13, SAID POINT BEING  
SOUTH 88°42'10" WEST, 864 FEET FROM THE NORTHEAST CORNER OF THE N1/2 SW1/4  
OF SAID SECTION 13.

THE SIDELINES OF SAID TRACT TO BE SHORTENED OR LENGTHENED SO AS TO COMMENCE  
ON SAID EAST LINE OF N1/2 SW1/4 OF SAID SECTION 13, AND TERMINATE ON SAID  
NORTH LINE OF SAID N1/2 SW1/4;

SAID EASEMENT CONTAINS 119,927 S.F. OR 2.75 ACRES MORE OR LESS.  
SAID EASEMENT HAS A TOTAL LENGTH OF 72.68 RODS;

THE BASIS OF BEARINGS OF ABOVE EASEMENT IS THE WEST LINE OF SAID SW1/4 OF  
SECTION 13, TOWNSHIP 1 NORTH, RANGE 9 EAST HAVING A TRUE BEARING OF  
SOUTH 00°51'49" EAST AS DERIVED FROM GPS OBSERVATIONS;

THE ABOVE DESCRIPTION PREPARED BY BROOKS LAND SURVEYING AND MAPPING, INC.  
UNDER THE SUPERVISION OF WM. ALAN BROOKS, PLS 1593 MEETS THE MINIMUM STANDARDS  
FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA BOARD OF SURVEYING FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS.

SEE SHEET 1 OF 3 FOR SECTION DETAIL  
SEE SHEET 2 OF 3 FOR SITE DETAIL

*Wm. Alan Brooks* 8/2/2015  
WM. ALAN BROOKS  
P.L.S. NO. 1593  
REG. EXP. 08/30/18  
RES. NO. 13-039





ACCEPTED by The City of Oklahoma City

REVIEWED for form and legality

this 27<sup>th</sup> day of September, 2022  
May M. Simpson  
City Clerk

Patricia Mann  
Assistant Municipal Counselor