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Filed: 04-11-2025 LAR
01:34:24 PM EA
Canadian County, OK

Not Official

~~After Recording Return To:~~

The City of Piedmont
P.O. Box 240
Piedmont, OK 73078

(a)
H

PERMANENT EASEMENT



~~KNOW ALL MEN BY THESE PRESENTS THAT~~ the undersigned, their heirs, successors, and assigns (collectively the "Grantors") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey unto the **CITY OF PIEDMONT**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in Canadian County, Oklahoma, more particularly described on **Exhibit A** attached as a part hereof (the "Subject Property") for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing public streets and associated facilities, connections, sidewalks, traffic controls, and appurtenances thereto (collectively "Street Systems") and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantors agree that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantors agree that Grantees will not maintain, repair or replace Grantors' improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Street Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair the Street Systems, or provide services or functions.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, Grantors have executed this Permanent Easement on the separate signature pages attached as a part hereof.

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Not Official

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“Grantor”:

MARGARET T. FLYNN TESTAMENTARY TRUST

By: BOKF, N.A., a national banking association, sole successor Trustee

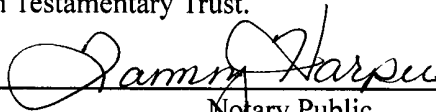
Not Official

By:

Name: Mark W. Moehle
Title: Senior Vice President and Trust Officer

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on Feb 27th, 2025, by Mark W. Moehle, as Senior Vice President and Trust Officer, on behalf of BOKF, N.A. (formerly known as Bank of Oklahoma, N.A.), a national banking association, doing business as “Bank of Oklahoma,” as sole successor Trustee of the Margaret T. Flynn Testamentary Trust.


Notary Public

My Commission Expires: 7/27/26

My Commission Number: 18007475



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Ret to:

BOK Financial
Attn: Real Property Services
499 W Sheridan, STE 2500
Oklahoma City, OK 73102

Not Official

Not Official

“Grantor”: ADELAIDE HORNBERGER REVOCABLE TRUST

By: BOKF, N.A., a national banking association, Trustee

Not Official

By: [Signature]
Name: Mark W. Moehle
Title: Senior Vice President and Trust Officer

By: _____
Adelaide W. Hornberger, Trustee
(All the Trustees)

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on Feb 27th, 2025, by Mark W. Moehle, as Senior Vice President and Trust Officer, on behalf of BOKF, N.A. (formerly known as Bank of Oklahoma, N.A.), a national banking association, doing business as “Bank of Oklahoma,” as Trustee of the Adelaide Hornberger Revocable Trust.

[Signature]
Notary Public

My Commission Expires: 7/27/26

My Commission Number: 18007475



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Not Official

Not Official

“Grantor”:

ADELAIDE HORNBERGER REVOCABLE TRUST

By: BOKF, N.A., a national banking association, Trustee

Not Official

By:

Name: Mark W. Mochle

Title: Senior Vice President and Trust Officer

By:

Adelaide W. Hornberger

Adelaide W. Hornberger, Trustee

(All the Trustees)

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____, 2025, by Mark W. Mochle, as Senior Vice President and Trust Officer, on behalf of BOKF, N.A. (formerly known as Bank of Oklahoma, N.A.), a national banking association, doing business as “Bank of Oklahoma,” as Trustee of the Adelaide Hornberger Revocable Trust.

Notary Public

My Commission Expires: _____

My Commission Number: _____

[Seal]

[Acknowledgments continue on following page]

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On February 26, 2015 before me, M. Godoy, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared adelaide w. hornberger
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Permanent easement
 Document Date: r/a Number of Pages: 6
 Signer(s) Other Than Named Above: r/a

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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“Grantor”:

COURTNEY M. McWALTER TRUST ESTABLISHED
JUNE 15, 2006

Not Official

By:

Courtney M. McWalter

Courtney M. McWalter, Sole Trustee

STATE OF Florida)

COUNTY OF LEE) SS.

This instrument was acknowledged before me on 26th Feb, 2025, by Courtney M. McWalter, as sole Trustee of the Courtney M. McWalter Trust Established June 15, 2006.

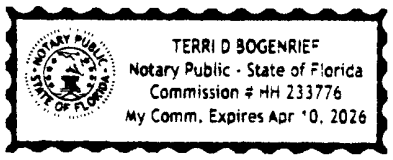
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TERRI D BOGENRIE

Notary Public

My Commission Expires: Apr 10, 2026

My Commission Number: HH 233776



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Not Official

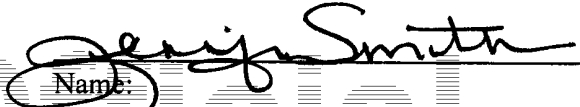
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ACCEPTED by The City of Piedmont this 24 day of March, 2025.

Not Official


Name: _____
Title: _____

REVIEWED for form and legality:


Municipal Counselor

Not Official

Not Official

Not Official

Not Official

EXHIBIT A

Subject Property:

The Northeast Quarter (NE/4) of Section Twenty-six (26), Township Fourteen (14) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma

Easement 1:

Being an easement, crossing the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Fourteen (14) North, Range Five (5) West, of the I.M., Canadian County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast Corner (NE/4) of the Northeast Quarter of said Section;

THENCE South 00°26'10" East along the East line of the Northeast Quarter (NE/4) of said Section, a distance of 33.00 feet;

THENCE South 89°14'54" West parallel with the North line of the Northeast Quarter (NE/4) of said Section, a distance of 33.00 feet being the POINT OF BEGINNING (P.O.B.)

THENCE continuing South 89°14'54" West parallel with the North line of the Northeast Quarter (NE/4) of said Section, a distance of 2614.15 feet to the West line of the Northeast Quarter (NE/4) of said Section;

THENCE South 00°20'01" East along the West line of the Northeast Quarter (NE/4) of said Section, a distance of 17.00 feet;

THENCE North 89°14'54" East parallel with the North line of the Northeast Quarter (NE/4) of said Section, a distance of 2614.18 feet;

THENCE North 00°26'10" West parallel with the East line of the Northeast Quarter (NE/4) of said Section, a distance of 17.00 feet to the POINT OF BEGINNING;

CONTAINING 44,441 SQUARE FEET OR 1.02 ACRES, MORE OR LESS.

Easement 2:

Being an easement, crossing the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Fourteen (14) North, Range Five (5) West, of the I.M., Canadian County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast Corner (NE/4) of the Northeast Quarter of said Section;

THENCE South 00°26'10" East along the East line of the Northeast Quarter (NE/4) of said Section, a distance of 50.00 feet;

THENCE South 89°14'54" West parallel with the North line of the Northeast Quarter (NE/4) of said Section, a distance of 33.00 feet being the POINT OF BEGINNING (P.O.B.);

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THENCE CONTINUNIG South 00°26'10" East parallel with the East line of the Northeast Quarter (NE/4) of said Section, a distance of 2596.95 feet to the South line of the Northeast Quarter (NE/4) of said Section;

THENCE South 89°18'31" West along the South line of the Northeast Quarter (NE/4), a distance of 17.00 feet;

THENCE North 00°26'10" West parallel with the East line of the Northeast Quarter (NE/4) of said Section, a distance of 2596.93 feet;

THENCE North 89°14'54" East parallel with the North line of the Northeast Quarter (NE/4) of said Section, a distance of 17.00 feet to the POINT OF BEGINNING (P.O.B.);

CONTAINING 44,148 SQUARE FEET OR 1.01 ACRES, MORE OR LESS.



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