## Appendix D

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SECTION PLAN

PAWNE County, State of OKLAHOMA

Section 19 Township 80 North Range 4E

ADDITION or ROAD NAME

DATE OF ROAD CONSTRUCTION

DATE OF ROAD DEDICATION - 2-10-89

DATE OF MAINTENANCE ACCEPTANCE - 5-10-94 810439609

NOTES: Dedication on file with Clerk
Maintenance Agreement of Dedicated Street

STATE OF OKLAHOMA
COUNTY OF PAYNE

KNOW ALL MEN BY THESE PRESENTS:

That consideration for road maintenance has been requested by the Public. Said road(s) were accepted for dedication on ____________, 19__, and recorded in Book(s) ____________ Page(s) ____________. Said road(s) for maintenance is described as:

The above described road(s) have been inspected by a representative of Payne County and found to be in compliance with the Payne County Road Specifications as adopted on March 15, 1982.

Therefore, Be it resolved by the Board of County Commissioners of Payne County, Oklahoma, that the request for maintenance of said described road is hereby accepted by the Board of County Commissioners, Payne County, Oklahoma, this _______ day of ________________, 19__.

Chairman

__________________________

Chairman

__________________________

Member

__________________________

ATTEST: ____________

County Clerk

__________________________

Form Approved: May 4, 1987

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ACCEPTANCE OF DEDICATION
OF ROADWAY

Be it Resolved the Board of County Commissioners of Payne County, Oklahoma that the dedication of roadway hereafter set out is hereby adopted by the Board of Commissioners for the following described roadway located in:

Be It Further Resolved the Board of County Commissioners are accepting dedication only with no county maintenance implied.

Passed and approved this ____ day of ____________, 1990.

Chairman  

Vice-Chairman  

Member  

ATTEST:  

County Clerk
KNOW ALL MEN BY THESE PRESENTS:

That William O. Hatley and Wilma A. Hatley,

of LeFlore, County, State of Oklahoma, hereinafter called the Grantors

(whether one or more), for and in consideration of the sum of One Dollar and No/100

($1.00)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey
and dedicate unto the County of LeFlore, the following described lot or parcel

of land for the purpose of establishing thereon a public highway or facilities necessary and
incidental thereto, to-wit:

A parcel of land located in the NE/4 SW/4 of Section 14, TBN, R25E, I.B.&M., LeFlore
County, Oklahoma, being more particularly described as follows, to wit:

Beginning at a point 3061.40 feet S2°02'36"E of the NE Corner of and on the West line
of said Section 14; thence S2°02'36"E continuing on the said West line for a distance
of 175.24 feet; thence S99°03'42"E for a distance of 496.91 feet; thence SB5°00'02"E
for a distance of 647.79 feet; thence N4°59'56"E for a distance of 100 feet; thence
N05°00'02"W for a distance of 500 feet; thence N65°11'55"W for a distance of 185.63
feet; thence N99°03'42"W for a distance of 215.48 feet to the Point of Beginning, containing
3.89 acres more or less of new right of way, the remaining 0.28 acres of area included
in the above description being right of way occupied by the present county road.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish
and release any and all right, title or interest in and to the surface of the above granted
and dedicated tract of land and the appurtenances thereto, belonging, including 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 purpose 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 County of LeFlore,
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 highway and all highway excavations, embankments, structures,
bridges, drains, sidewalks, or other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a
public highway and incidental facilities over, across or along the above described real
estate; the supervision and control of said public highway 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 County of LeFlore, 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 highway
and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the 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

The undersigned Grantors hereby designate and appoint

as an 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 16th day of October, 1989.

William O. Hatley

Wilma A. Hatley

(Handwritten signatures)

Notary Public in and for the State of Oklahoma

Notary Public in and for the County of LeFlore

Notary Public in and for the State of Oklahoma

Notary Public in and for the County of LeFlore

Notary Public in and for the State of Oklahoma

Notary Public in and for the County of LeFlore

Deed to Public Highway

Page 3

County

Rev. 3-5-89

D-7
State of Oklahoma

County of

Before me, a Notary Public in and for said county and state, on this __________ day of ______, 19___, personally appeared __________ and __________.

To me known to be the identical persons who executed the within and foregoing instrument, 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:

---

State of Oklahoma

County of

Before me, a Notary Public in and for said county and state, on this __________ day of ______, 19___, personally appeared __________.

To me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its __________ 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 such corporation, for the uses and purposes therein set forth.

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

My Commission expires:

---

State of Oklahoma

County of

Before me, a Notary Public in and for said county and state, on this __________ day of ______, 19___, personally appeared __________.

To me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its __________ and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission expires:

---

RECEIVED

AUG 20 1909
Local Gov't Coord. Div.

D-8
CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That

of __________ County, State of Oklahoma, for and in consideration of the
sum of __________ DOLLARS ($__________)
and other good, valuable and sufficient consideration paid by the County of LeFlore, the receipt of which is hereby acknowledged, have, this day granted, bargained, sold and conveyed onto the said County of LeFlore, a perpetual easement over and across the following described lots or parcels of land, to-wit:

This easement is granted for the sole purpose of enabling the County of LeFlore, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain a bridge upon the above described tract of land and includes the permanent right of ingress and egress for employees, tools and equipment, of the County of LeFlore, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the grantor herein by reason of the construction and maintenance of such bridge.

Said grantor s hereby covenant s and warrant s that at the time of the delivery of these presents, the owner s of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except

and that _______ will, so long as this easement is in full force and effect, defend the same unto the County of LeFlore against all and every person whomsoever claiming the same.

We, the undersigned owners hereby designate and appoint _______ as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the grantor s herein named have hereunto set their hand and seal this the _______ day of _________, 19_______.

________________________________________
State of Oklahoma )
County of ________ SS.

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this_________ day of ________, 19______ personally appeared

[Signature]

Identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as _________ free and voluntary act and deed for the uses and purposes herein set forth.

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

______________________________
NOTARY PUBLIC

My Commission expires: __________
Right of Way Grant or Easement

FOR AND IN CONSIDERATION OF __________________________ DOLLARS ($________),

in the undersigned in hand paid, the receipt of which is hereby acknowledged, I or we hereby grant to __________________________

its successors or assigns, the right of way, of _______ feet, to lay, maintain, operate (strike out use not applicable) a roadway or a pipe line, a telephone or telephone line, a water line, a sewer line or other utility lines, and erect, maintain on, over, through or along the _____________ side of the following described lands, to-wit:

of Section __________ Township __________ Range __________ in __________ County, State of __________

with ingress and egress to and from the same. The Granter, their heirs and assigns, to fully use and enjoy the said premises, except for the purpose hereinafter granted to the Grantee herein Grantee hereby agrees to pay any damages that may arise from the laying, maintaining and operating said easement; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by said Granter, their heirs or assigns, one by the said Grantee, its successors or assigns, and the third by the two so appointed, as aforesaid, and the award of such three persons shall be final and conclusive. It is hereby further agreed that the said Granter, its successor or assigns, may at any time lay an additional use alongside of the first use, as herein, subject to the same conditions; also to have the right to change the size of its use, the damages, if any, in making such change, to be paid by the said Grantee.

TO HAVE AND TO HOLD the said easement unto the said Grantee, its successors and assigns, as long as the same shall be useful for the purpose desired by said Grantee which by the acceptance hereof covenants and agrees with the granter that said utilities shall be placed so as not to interfere with the cultivation of the premises.

If for any reason the Grantee should abandon the above described tract of land for said purposes, this easement is null and void.

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hands and seal this the ______ day of __________, A.D., 19__________

__________________________

ACKNOWLEDGMENT

STATE OF ____________________________

COUNTY OF ____________________________

Before me, the undersigned, a Notary Public, in and for said County and State, on this ______ day of __________, 19____, personally appeared ____________________________________________________________________________

and ____________________________________________________________________________, to me known to be the identical person 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.

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

My commission expires: ____________________________________________________________________________

Notary Public

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