



# SUMMARY OF ACQUISITION

JOB PIECE: 25492(04) COUNTY Washita, PARCEL(S) 5

PROPERTY LOCATION: Section 36, Township 11N, Range 19W, Washita County

BUYER: Washita County, Oklahoma

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

The City of Clinton, Oklahoma  
415 Gary Freeway, PO Box 1177  
Clinton, OK 1177

ASSIGNMENT: City of Clinton, Oklahoma

MORTGAGES AND LIENS: None

IMPROVEMENTS: None

DAMAGES: 1.80 acres of Easement for Public Highway  
Replace 2 Steel Gates, 1,659 LF of 1 Strand Hot Wire Perimeter Fence, and 1,010 LF of 6 SBW R/W Fence.

PROPERTY OWNER(S) / SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, ODOT, THE FOLLOWING DOCUMENTS:

<u>Easement for Public Highway</u>	for Parcel <u>5</u>	for <u>1.80</u>	<u>Acres</u>
<u>Easement for Public Highway</u>	for Parcel _____	for _____	<u>Acres</u>
<u>Easement for Public Highway</u>	for Parcel _____	for _____	<u>Acres</u>
<u>Easement for Public Highway</u>	for Parcel _____	for _____	<u>Acres</u>
<u>Easement for Public Highway</u>	for Parcel _____	for _____	<u>Acres</u>

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$ 14,752.00

BUYER AND SELLER AGREE:

It may take 60-90 days before payment is received after ODOT receives all necessary documents.  
The County will mail a 1099-S form at the end of the year in which payment was received.  
Payment includes ANY AND ALL DAMAGES to Acquired Land.  
The owner is being compensated to replace their own R/W fence.  
A New 22' TBSC (Gravel) Driveway w/ Commercial Radii will be constructed at Sta. 134+06 RT as part of the construction project.  
A New 22' TBSC (Gravel) Driveway w/ Commercial Radii will be constructed at Sta. 148+60 RT as part of the construction project.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, ODOT, WILL PREPARE THE FOLLOWING:

- State Warrant in the amount of \$ 14,752.00 to The City of Clinton, Oklahoma
- State Warrant in the amount of \_\_\_\_\_ to \_\_\_\_\_
- State Warrant in the amount of \_\_\_\_\_ to \_\_\_\_\_
- State Warrant in the amount of \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
David D. Berrong, Mayor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Ryan Martin, Acquisition Agent

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Ryan Martin, Acquisition Agent

\_\_\_\_\_  
DATE

EASEMENT for Public Highway

Project #: CIRB-175C(100)RB  
Job piece: 25492(04)  
Parcel: 5

KNOW ALL MEN BY THESE PRESENTS:

That The City of Clinton, Oklahoma, a municipal corporation

of WASHITA County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of TEN Dollars (\$ 10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the County of WASHITA, hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

A strip, piece or parcel of land situated in the Northeast Quarter of Section 36 of Township 11 North, Range 19 West, Washita County, Oklahoma, particularly described as follows;

BEGINNING at a point on the North Boundary Line of the Northeast Quarter, said point being 33.00 West of the Northeast Corner of said Northwest Quarter; thence S 00° 09' 02" W (Assumed) along the West Statutory Right of Way Line of the County Road (NS-215) a distance of 55.00 feet; thence S 89° 45' 19" W a distance of 960.86 feet; thence S 85° 17' 59" W a distance of 386.17 feet; thence S 89° 45' 19" W a distance of 50.00 feet; thence N 86° 52' 42" W a distance of 340.59 feet; thence S 89° 45' 19" W a distance of 816.62 feet to a point on the West Boundary Line of said NE 1/4; thence N 00° 14' 41" W (Assumed) along said West Boundary Line a distance of 65.00 feet to the Northwest Corner of said NE 1/4; thence N 89° 45' 19" E along said North Boundary Line of said NE 1/4 a distance of 2,552.86 feet the POINT OF BEGINNING, containing 3.73 acres, more or less, including 1.93 acres of Statutory Right of Way.

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 highway or 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.

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 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 highway 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 itself 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 \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
David D. Berrong, Mayor

Rev.08/09 gdw

County 8

State of Oklahoma )  
 ) ss.  
County of \_\_\_\_\_ )

Before me, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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.

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

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Individual Acknowledgment

State of Oklahoma )  
 ) ss.  
County of \_\_\_\_\_ )

Before me, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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.

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

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Individual Acknowledgment

State of Oklahoma )  
 ) ss.  
County of Washita )

Before me, \_\_\_\_\_ a Notary Public \_\_\_\_\_ in and for this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared David D. Berrong and to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor, 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 City \_\_\_\_\_, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

Trust/LLC/Corporation Acknowledgment

