

RESOLUTION NO. 2022-08-08B
PRIVATE PROPERTY ACCESS

WHEREAS, Custer County has jurisdiction over and maintains roads which are designated for county usage. During events that are declared as an emergency natural disaster, roads may become damaged requiring major repairs.

WHEREAS, for the benefit of the public, it may become necessary for Custer County to enter onto private property to repair roads damaged by an event declared an emergency natural disaster. An agreement between Custer County and surrounding property owners to allow private property access determining rights and authority may be enacted.

WHEREAS, County Road E1040 between N2400 and N2407 was severely damaged by flooding in June, 2022. In order to repair and restore damages, Custer County District #2 must be granted Private Property Access.


WHEREAS, by virtue of this Resolution, it is agreed between Custer County District #2 and Loren Roper 2000 Revocable Living Trust, property owner of E/2NW/4 of Section 20, Township 12N, Range 14WIM, and KLD Irrevocable Trust, property owner of SW/4 of Section 17, Township 12N, Range 14WIM, less 11 acres, that Custer County District #2 is hereby granted the right to go upon and use the premises owned by Loren Roper 2000 Revocable Living Trust and KLD Irrevocable Trust. Said access shall be effective during the time of repair of County Road E1040 between N2400 and N2407 and shall cease September 30, 2022.

NOW, THEREFORE, the Resolution agreement herein above, and the same, is hereby approved this 8th day of August, 2022.


BOARD OF COUNTY COMMISSIONERS
CUSTER COUNTY, OKLAHOMA


ATTEST:


Bruce Walker, Chairman


Melissa Graham, County Clerk
(SEAL)




Lyle K. Miller, Member


Wade Anders, Member

LEGAL ACCESS AGREEMENT

THIS AGREEMENT is made on this **1st day of July, 2022** , by and between **Custer County District 2** (Grantee) and **KLD Irrevocable Trust** (Grantor).

WHEREAS, Grantee desires to obtain the right and authority to conduct various activities including.... **remove and replace fence, remove and burn trees, borrow dirt to fill washed out road, shape and finish slopes and dirt work, install tin horn in large road wash out, place grass roots on finished dirt work, pour concrete as needed on end of tin horn and other such activities as required to restore E1040 Road between N2400 and N2407 Roads** on the property of the Grantor;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Use of Property.** Subject to the terms hereof, Grantor does hereby grant to Grantee the right to go upon and use the premises owned by Grantor and described as

SW/4 of Section 17 T12N R14W less 11 acres

to carry out above-described activities related to restoring E1040 Road between N2400 and N2407 Roads.

2. **Term.** The rights granted to Grantee herein shall extend until **September 30, 2022** or until the Grantor terminates such rights in writing to Custer County District 2, 23927 E. 1010 Road, Weatherford, OK 73096

3. **Location of Activities.** Grantee shall conduct the activities at such locations on the Property as may be determined by Grantee with an intent of lessening damages to structures and other improvements thereon, as well as inconvenience to the Grantor.

4. **Contractors of Grantee.** Grantee may contract for the performance of the activities described herein with third parties. Any such party contracting with Grantee for the performance of such activities shall have the same rights and privileges as Grantee for the purpose of performing the contracted services.

5. **Ownership of Property.** The Grantor represents and warrants that it is the owner of the Property and has the right, power and authority to grant to Grantee the rights described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

Theresa A. Dickey, Trustee
GRANTOR Date
Owner of Property 7-28-22

[Signature] 7/1/22
GRANTEE Date
Commissioner

LEGAL ACCESS AGREEMENT

THIS AGREEMENT is made on this **1st day of July, 2022** , by and

between **Custer County District 2** (Grantee) and **Roper Loren 2000 Rev Liv Trust** (Grantor).

WHEREAS, Grantee desires to obtain the right and authority to conduct various activities including.... **remove and replace fence, remove trees, shape and finish slopes and dirt work, install tin horn in large road wash out, place grass roots on finished dirt work, pour concrete as needed on end of tin horn and other such activities as required to restore E1040 Road between N2400 and N2407 Roads** on the property of the Grantor;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Use of Property.** Subject to the terms hereof, Grantor does hereby grant to Grantee the right to go upon and use the premises owned by Grantor and described as

E/2 of NW/4 of Section 20 T12N R14W

to carry out above-described activities related to restoring E1040 Road between N2400 and N2407 Roads.

2. **Term.** The rights granted to Grantee herein shall extend until **September 30, 2022** or until the Grantor terminates such rights in writing to Custer County District 2, 23927 E. 1010 Road, Weatherford, OK 73096

3. **Location of Activities.** Grantee shall conduct the activities at such locations on the Property as may be determined by Grantee with an intent of lessening damages to structures and other improvements thereon, as well as inconvenience to the Grantor.

4. **Contractors of Grantee.** Grantee may contract for the performance of the activities described herein with third parties. Any such party contracting with Grantee for the performance of such activities shall have the same rights and privileges as Grantee for the purpose of performing the contracted services.

5. **Ownership of Property.** The Grantor represents and warrants that it is the owner of the Property and has the right, power and authority to grant to Grantee the rights described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.


GRANTOR _____ Date _____
Owner of Property


GRANTEE _____ Date 7/1/22
Commissioner