



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
Trails Project No. M3-T008

E # 36,420

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Liberty Apartments LLC, an Oklahoma Limited Liability Company, its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto **THE CITY OF OKLAHOMA CITY**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in Oklahoma County, Oklahoma, shown on **Attachment "A"** ("**Subject Property**") for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing recreational trail, pedestrian, and bike system and associated facilities and appurtenances thereto (collectively "Trails System") and including 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. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand, or repair the Trails System, or provide services or functions. Grantees only maintain the Trails System constructed and owned by the Grantees and a Trails System constructed by others and specifically conveyed to and accepted by Grantees by formal action of the governing body of the Grantees. Grantees do not own the creek, river, lake, detention pond, if any, on or adjacent to the Subject Property by virtue of this Permanent Easement. Grantees do not own the drainage canal unless constructed by the Grantees. Grantees are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.
3. Grantees shall perform all construction activities on the Subject Property in accordance with all applicable laws and minimizing disruption to Grantor and its tenants.
4. Grantees shall provide access for ingress and egress to South Air Depot Boulevard for the duration of construction of the Trails System.
5. Grantees shall remove and replace any existing driveways disturbed during construction of the Trails System up to the right-of-way adjacent to the Grantor's property, at grade, allowing full ingress and egress to South Air Depot Boulevard.
6. Grantees shall restore the Subject Property to the same or improved condition following completion of construction of Trails System. Furthermore, Grantees acknowledges that the improvements on Grantor's property known as the "planter" and "sign" are outside the Subject Property and shall be avoided and not impacted during any Trails System-related activities.
7. Grantees hereby releases, indemnifies and promises to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantees pursuant to the Oklahoma Governmental Tort Claims Act in the exercise of the rights granted herein; provided however this paragraph does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Grantor, or its agents, tenants or employees.

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

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Dated this 27 day of November, 2023.

Liberty Apartments LLC, an Oklahoma limited liability company

By: Ocotillo Springs Apartments LLC,
 an Arizona limited liability company, its Sole Member

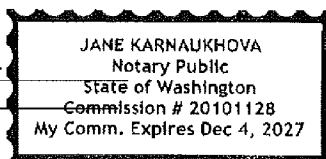
By: Weidner Asset Management LLC,
 a Washington limited liability company,
 its Managing Member

By: [Signature]
 W. Dean Weidner
 Manager

STATE OF WASHINGTON, COUNTY OF KING, SS.

This instrument was acknowledged before me on this 27 day of November 2023 by W. Dean Weidner, as
Manager of Weidner Asset Management LLC, a Washington Limited Liability Company.

My Commission Expires: 12/04/2027
 My Commission No. 20101128



Jane Karnaukhova
 Notary Public

ACCEPTED by The City of Oklahoma City
 this 30th day of January, 2024.

[Signature]
 City Clerk



REVIEWED for form and legality

[Signature]
 Assistant Municipal Counselor

