

**The City of Oklahoma City**

Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102  
(Streets and Utilities) Project No. PC-0707

**PERMANENT EASEMENT**

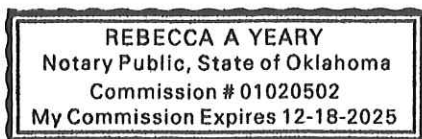
**KNOW ALL MEN BY THESE PRESENTS THAT** Jimmy D. Hillis and Donna K. Hillis, husband and wife, their heirs, successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and 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 Cleveland County, Oklahoma, shown on **Attachments "A & B"** ("**Subject Property**") for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing public streets and water and wastewater systems and associated facilities, connections, utilities, sidewalks, drainage, storm sewers, traffic controls, and appurtenances thereto (collectively "Streets and Utility Systems") and including the right of ingress and egress through Grantor's property to and from the Subject Property 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. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor agrees that Grantees will not maintain, repair or replace Grantor's 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 Streets and/or Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair the Streets and/or Utility Systems, or provide services or functions.
4. Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and 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.
5. Grantee will backfill holes and re-sod excavated, and re-graded land disturbed by Grantee or its contractor.

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.

Dated this 28 day of October, 2024.



Jimmy D. Hillis  
Jimmy D. Hillis  
Donna K. Hillis  
Donna K. Hillis

STATE OF OKLAHOMA, COUNTY OF Cleveland, SS.

This instrument was acknowledged before me on this 28 day of October, 2024 by Jimmy D. Hillis and Donna K. Hillis, husband and wife.

My Commission Expires: 12-18-2025  
My Commission No. 01020502

Rebecca A Yeary  
Notary Public

**ACCEPTED** by The City of Oklahoma City  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

REVIEWED for form and legality  
[Signature]  
Assistant Municipal Counselor

\_\_\_\_\_  
City Clerk

## ATTACHMENT "A"

### LEGAL DESCRIPTION

**PC-0707**

**PARCEL NO. 9**

The South Seventeen (17) feet of the North Fifty (50) feet of the following tract of land described in Warranty Deed, recorded in Book 2626, Page 512:

A part of the East Half (E/2) of the Northwest Quarter (NW/4) of Section TWENTY-NINE (29), Township TEN (10) North, Range THREE (3) West of the I.M., Cleveland County, Oklahoma, more particularly described as follows: Beginning at a point North 89°47'33" East along the North line of Section 29 a distance of 1322.86 feet from the Northwest Corner of said Section 29; Thence continuing North 89°47'33" East along the North line of said Section 29 a distance of 330.85 feet; Thence South 00°42'29" East a distance of 659.66 feet; Thence South 89°47'33" West a distance of 330.85 feet; Thence North 00°42'29" West a distance of 659.66 feet to the point of beginning.

Said tract of land contains an area of 5,624 square feet or 0.1291 acres, more or less.

Prepared by:

Taylor Denniston, PLS No. 1787

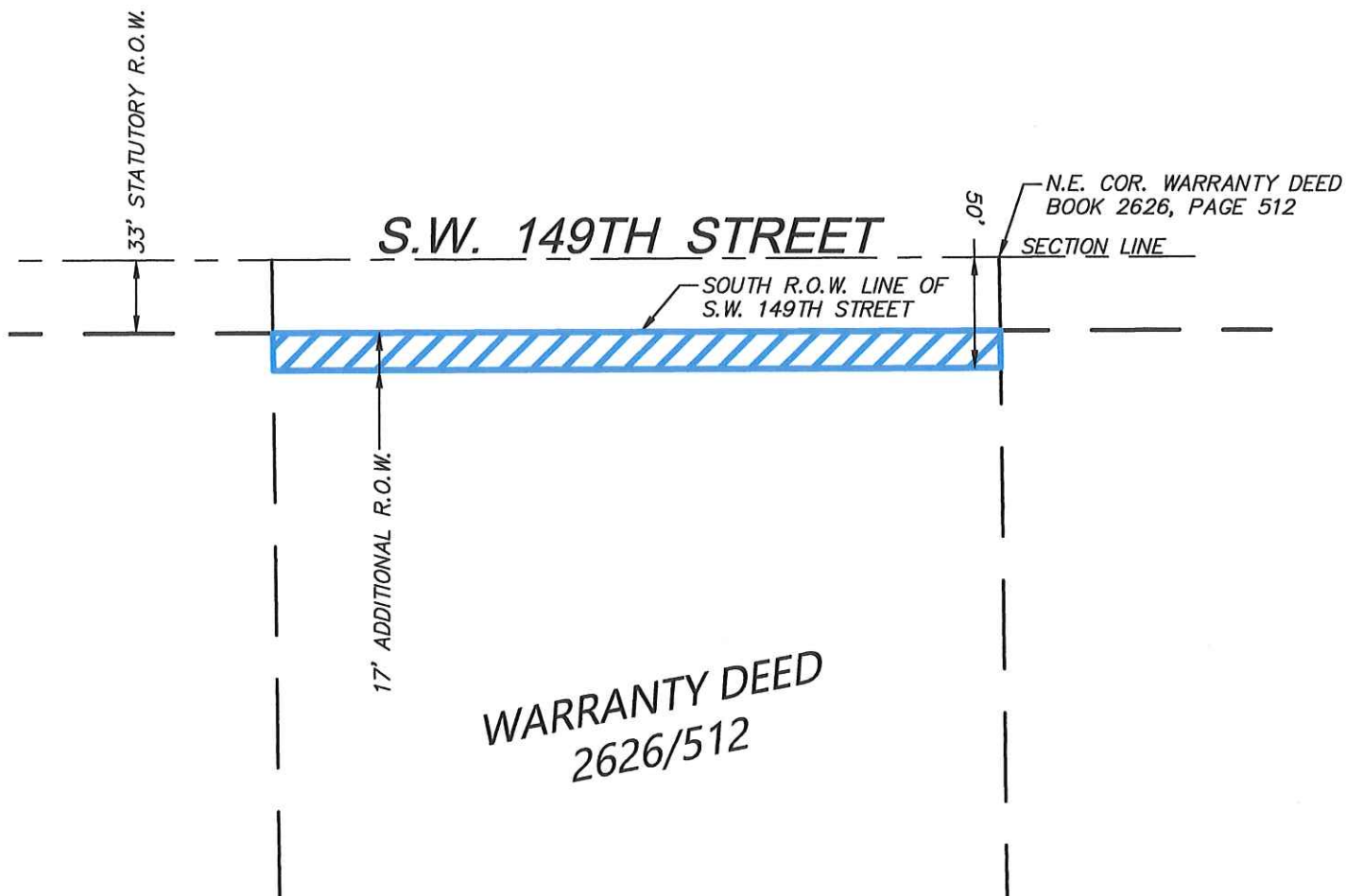
Smith Roberts Baldischwiler, LLC

100 N.E. 5th Street

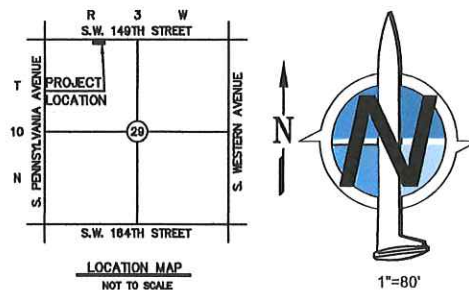
Oklahoma City, OK 73104

(405) 840-7094

# ATTACHMENT "B"



PART OF NW/4 SEC. 29,  
T. 10 N., R. 3 W., I.M.



P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

NAD83 OKLAHOMA  
STATE PLANES, NORTH  
ZONE, U.S. FOOT

DATE: OCTOBER 05, 2023  
S.W. 149TH ST. EAST OF PENN.  
ROADWAY EASEMENT  
ATTACHMENT "B"  
PARCEL NO. 9  
PROJECT NO. PC-0707



ENGINEERING  
SURVEYING  
PLANNING

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100 N.E. 5th Street  
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NORMAN  
2500 McGraw Drive  
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Norman, OK 73072  
T: 405.418.2260  
F: 405.418.2269  
srb@srbok.com

CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES JUNE 30, 2025