



Doc#:R 2023 19994

Bk&Pg:RB 5718 402-405

Filed:08-17-2023 TMH

12:47:02 PM EA

Canadian County, OK 4E

Ret to:

The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
Project No. PC-0556, Parcel 1

PERMANENT EASEMENT

E # 36,293

KNOW ALL MEN BY THESE PRESENTS THAT Melanie V. Rivera and Brandon Mark Rivera, wife and husband 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** and **THE CITY OF MUSTANG, OK**, for City utilities, and all other public utilities regulated by the Oklahoma Corporation Commission, (collectively “Grantees”) this Permanent Easement over, under, across, through and to the following described property situated in Canadian 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 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 purchased by The City of Oklahoma City for its use and subject and subordinate to the use of the City for use by other public utilities as defined above. The City of Oklahoma City has prior and superior rights over conflicting facilities and may direct relocation at the expense of the other public utilities.

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. Grantees only maintain Drainage, Streets and/or Utility Systems constructed and owned by the Grantees and Drainage, Streets and/or Utility Systems constructed by others and specifically conveyed to and accepted by formal action of the governing body of the Grantees.
- 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 successors and assigns.

Dated this 21 day of May, 2023



Melanie V. Rivera
Melanie V. Rivera
Brandon Mark Rivera
Brandon Mark Rivera

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS

This instrument was acknowledged before me on this 21st day of May, 2023, by Melanie V. Rivera and Brandon Mark Rivera, wife and husband.

My Commission Expires 4.26.26
My Commission No 22005910

Mary M. Zawisza
Notary Public

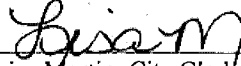
4/21

ACCEPTED by The City of Mustang

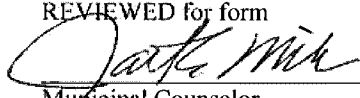
this 15th day of August, 2023.


Brian Elder, Mayor

ATTEST:

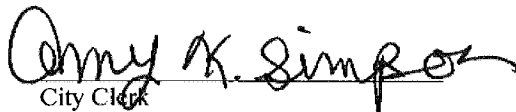

Lisa Martin, City Clerk

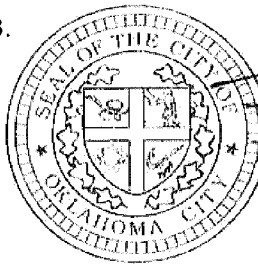
REVIEWED for form


Municipal Counselor

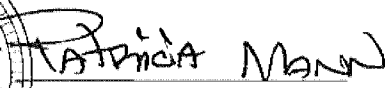
ACCEPTED by The City of Oklahoma City

this 15th day of August, 2023.


City Clerk



REVIEWED for form and legality


Assistant Municipal Counselor

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.

25 NW 146th Street • Edmond, OK 73013
(405) 848-2471 • www.macokc.com



Project No. PC-0556
Attachment "A"
Parcel 1

A tract of land in the Northeast (NE/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE/4)

Thence S 00°10'46" E a distance of 33.00 feet;

Thence S 89°21'01" W a distance of 33.00 feet to the Point of Beginning;

Thence S 00°10'46" E a distance of 412.96 feet;

Thence S 89°25'47" W a distance of 27.00 feet;

Thence N 00°10'46" W a distance of 363.88 feet;

Thence N 34°51'17" W a distance of 26.65 feet;

Thence S 89°21'01" W a distance of 474.75 feet;

Thence N 00°15'32" W a distance of 27.00 feet;

Thence N 89°21'01" E a distance of 516.95 feet to the Point of Beginning.

This description has an area of 24544.66 Square Feet or 0.563 Acres

PREPARED BY:

MacArthur Associated Consultants LLC

David E. Woody II

09/12/2022

David E. Woody II, PLS 1890

Date



