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Canadian County, OK

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Ret to:

The City of Oklahoma City
Office of City Clerk
Municipal Building
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Drainage Streets and Utilities) Project No. PD-3210

E#36524

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Tuscany Lakes Development, 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 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 “Drainage, 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 Drainage, 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 Drainage, Streets and/or Utility Systems, or provide services or functions. The Grantee only maintains 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. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property by virtue of this Permanent Easement. The 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.

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

Tuscany Lakes Developmentt, LLC.

Dated this 8th day of November, 2023

By: Gene Methvin
Gene Methvin, Manager

STATE OF OKLAHOMA, COUNTY OF CLEVELAND , SS.

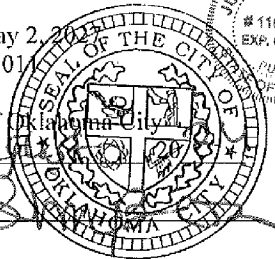
This instrument was acknowledged before me on this 8th day of November, 2023 by Davin Methvin, as Manager of Tuscany Lakes Development, LLC.

My Commission Expires: May 2, 2025
My Commission No. 11004011



June E. Young
Notary Public

ACCEPTED by The City of Oklahoma City
this 13th day of August
Amey K. Smith
City Clerk



REVIEWED for form and legality
Victoria Mann
Assistant Municipal Counselor
2/20

