



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WC-1079

E #36,399

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT SEALY LP OKC I-35, L.L.C., 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 Oklahoma 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 water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "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 may construct driveways and parking areas on the Subject Property.
3. 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 Utility Systems.
4. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand, or repair these Utility Systems, or provide services or functions. Once the Utility System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Utility System in accordance with Grantees' standards and policies.
5. The 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.

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 18 day of October, 2023

SEALY LP OKC I-35, L.L.C.

By: Sealy LP Master Associates, L.L.C.

By: [Signature]

Scott P. Sealy Sr., Manager

STATE OF Texas COUNTY OF Dallas, SS.

This instrument was acknowledged before me on this 18 day of October, 2023 by Scott P. Sealy Sr., as Manager of SEALY LP OKC I-35, LLC.

My Commission Expires: 9.7.2026
My Commission No. 6842633



[Signature]
Notary Public

ACCEPTED by The City of Oklahoma City
this 2nd day of January, 2024
[Signature]
City Clerk



REVIEWED for form and legality
[Signature]
Assistant Municipal Counselor

3/22

ATTACHMENT "A"

LEGAL DESCRIPTION

Waterline Easement

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-one (31) Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4;

THENCE North 00°09'39" East, along the west line of said SW/4, a distance of 1,459.42 feet;

THENCE North 89°39'27" East, a distance of 1,290.93 feet;

THENCE North 44°39'27" East, a distance of 56.57 feet;

THENCE North 00°20'33" West, a distance of 417.23 feet;

THENCE North 89°39'27" East, along the south line of a 15' Permanent Easement, recorded in Book 13060, Page 1342, a distance of 166.96 feet;

THENCE South 76°55'31" East, along said south line, a distance of 19.30 feet to the southeast corner of said 15' Permanent Easement;

THENCE North 13°04'29" East, along the east line of said 15' Permanent Easement a distance of 15.00 feet to the northeast corner of said 15' Permanent Easement;

THENCE North 76°55'31" West, along the north line of said 15' Permanent Easement, a distance of 2.53 feet to the POINT OF BEGINNING;

THENCE continuing North 76°55'31" West, along the north line of said 15' Permanent Easement, a distance of 12.47 feet;

THENCE North 13°04'29" East, a distance of 39.39 feet;

THENCE North 89°37'08" East, a distance of 5.81 feet;

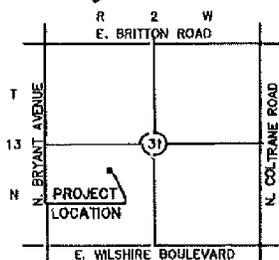
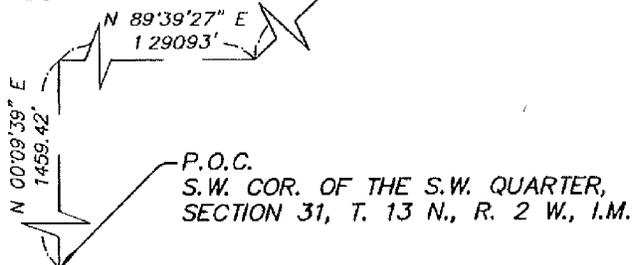
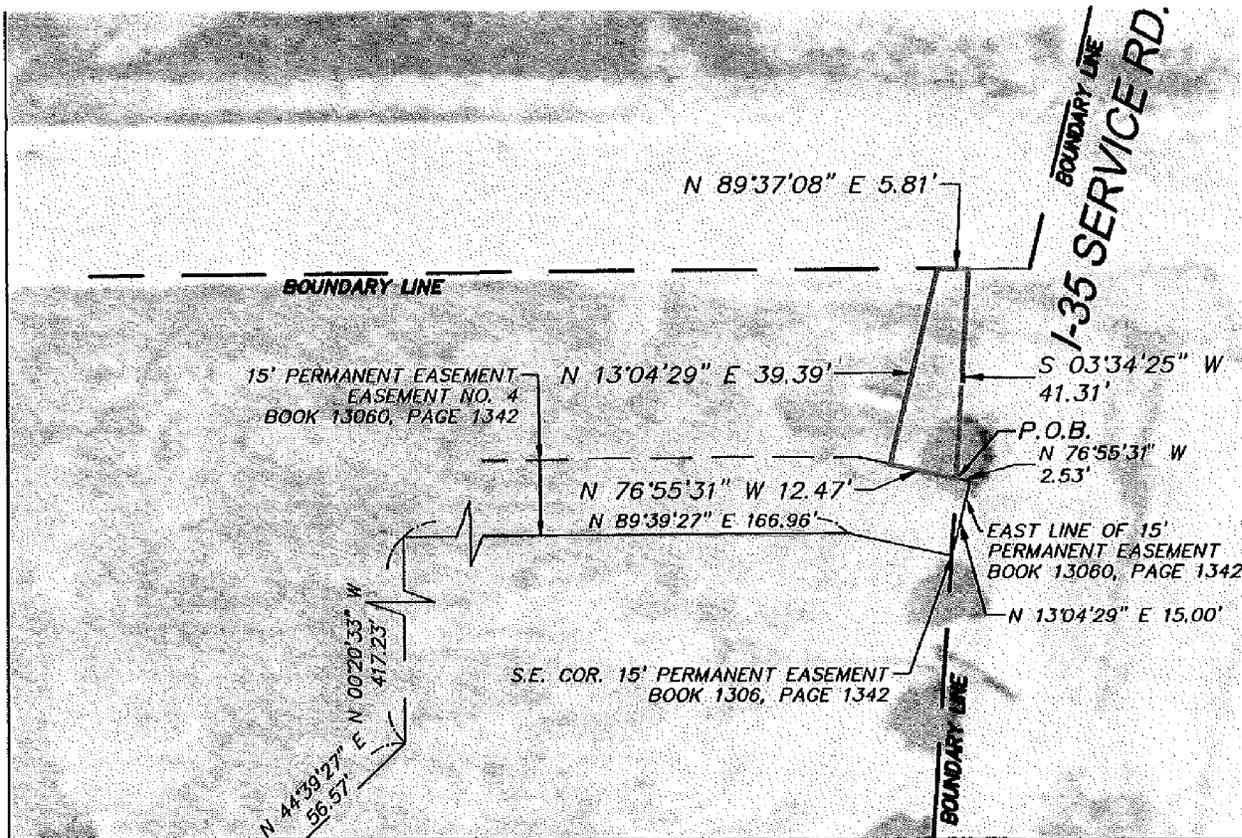
THENCE South 03°34'25" West, a distance of 41.31 feet, to a point on said north line, said point also being the POINT OF BEGINNING.

Said described tract of land contains an area of 365 square feet or 0.0084 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"

WATERLINE EASEMENT



LOCATION MAP
NOT TO SCALE

BASIS OF BEARING NOTE:
The bearing of N 00°09'39" E as shown on the west line of the SW/4, Section 31, Township 13 North, Range 2 West, was used as the basis of bearing for this exhibit.



SCALE: 1"=30'

THIS IS NOT A BOUNDARY SURVEY

	ENGINEERING PLANNING	OKLAHOMA CITY 1070 E. 15th Street Oklahoma City, Oklahoma 73104 P. 405.452.5281 F. 405.452.5114 www.srbllc.com	KOKORAKI 2000 S.W. 10th St. Suite 100 Pompano Beach, FL 33062 T. 954.781.8100 F. 954.781.8100 www.kokoraki.com
	CERTIFICATE OF AUTHORIZATION NO. 2549 - FEBRUARY 20, 2012		