



The City of Oklahoma City  
Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102

*ETO# 1108*  
EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE CITY OF OKLAHOMA CITY, a municipal corporation, hereinafter referred to as "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 **Newalla Church of Christ, Inc.**, a domestic not-for-profit corporation church, located at **20811 Katy Avenue, Newalla, OK 74857**, hereinafter referred to as "Grantee," an Easement over, under, across, through and to the following described property situated in Oklahoma County, Oklahoma, to wit:

**See Attachment "A" (Subject Property)**

for the sole purpose of constructing, operating, maintaining, repairing, and replacing one private subsurface effluent water transmission line over, under, across, through and to a public right-of-way on the Grantee's Property herein described, to wit:

**See Attachment "B" (Grantee's Property)**

The water effluent line will be used solely for the purpose of providing septic services to Newalla Church of Christ, Inc. This Easement shall run together with and be appurtenant to the Subject Property described above, provided if Grantee abandons the water effluent main, or abandons the Easement, or changes the use of the water effluent line, or a sanitary sewer main is constructed on or adjacent to any of Grantee's property, then this Easement shall automatically terminate.

Grantee must construct the water effluent main in accordance with Oklahoma City standards and in accordance with plans approved by Oklahoma City. Further, subsequent to the construction of the water effluent line by Grantee, the Grantee will be responsible for the restoration of the Subject Property to its pre-construction condition with like grade, materials, and vegetation.

*5/26*

Grantee may construct driveways and parking areas on the Easement over the water effluent line. Grantee agrees that Grantor will not maintain, repair or replace Grantee's improvements, including but not limited to fencing, landscaping, shrubs, trees, 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.

Grantee agrees that Grantee will immediately maintain whenever water effluent may discharge from the transmission line onto the Subject Property. Grantee will immediately relocate or replace Grantee's transmission line whenever it becomes necessary to move or remove such lines, due to Grantor's current or future use, operation, maintenance, or improvement of the Subject Property.

In addition, Grantee will indemnify and hold harmless Grantor from any direct or indirect discharge of water effluent from Grantee's septic system, transmission system or aerobic system onto Subject Property.

This Easement does not create an obligation upon the Grantor to construct or provide sanitary sewer system or to provide services or functions. Once the effluent water transmission line is constructed, the Grantees agree to operate, maintain, replace, and repair the water effluent line in accordance with Federal, State, and Oklahoma City standards and policies.

Dated this 25th day of February, 2025.



THE CITY OF OKLAHOMA CITY

By:

David Holt

Mayor

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 25th day of February, 2025 by David Holt, as the Mayor of The City of Oklahoma City.

David R Wright III

My Commission Expires: 1/24/2029

Notary Public

My Commission No. 13000797

REVIEWED for form and legality.

Chris Hall

Assistant Municipal Counselor



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**Attachment "A" (Subject Property)**

**LEGAL DESCRIPTION:**

The twenty (20)-foot alley adjacent to Lot Thirty-Six (36) and adjacent to Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Seventeen (17), and the West ten (10) feet of the twenty (20)-foot alley adjacent to Lots Four (4), Five (5), and Six (6), Block Seventeen (17), as set out in plats NEWALLA ADDITION, Oklahoma County, Oklahoma, Book 5 Page 27, and AMENDED PLAT OF NEWALLA, Oklahoma County, Oklahoma, Book 8, Page 44.

**Attachment "B" (Grantee's Property)**

**LEGAL DESCRIPTION:**

Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), and Lots Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), and Thirty-Six (36), Block Seventeen (17), as set out in plats NEWALLA ADDITION, Oklahoma County, Oklahoma, Book 5 Page 27, and AMENDED PLAT OF NEWALLA, Oklahoma County, Oklahoma, Book 8, Page 44.