



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. SD-2023-00030
WA 2023 00031

CH# 361542

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT **HPR Investment Company, 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 **Oklahoma** County, Oklahoma, shown on **Attachments "A" and "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 the 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 successors and assigns.

HPR Investment Company, LLC, an Oklahoma limited liability company

Dated this 15 day of August, 2023.

By: [Signature]
Caleb Hill, Manager

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 15 day of August, 2023 by Caleb Hill, as Manager of HPR Investment Company, LLC, an Oklahoma limited liability company.

My Commission Expires: 4/26/24
My Commission No. 16004158

[Signature]
Notary Public



ACCEPTED by The City of Oklahoma City
this 27th day of August, 2024
[Signature]
City Clerk



REVIEWED for form and legality
[Signature]
Assistant Municipal Counselor

3/22

Attachment "A"

LEGAL DESCRIPTION

Mayfair
NW Corner – 50th & May

Utility Easement 2

Part of the SE/4, Section 12, T12N, R4W, I.M.
Oklahoma City, Oklahoma County, Oklahoma

August 9, 2023

A tract of land being a part of the Southeast Quarter (SE/4) of Section TWELVE (12), Township TWELVE (12) North, Range FOUR (4) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4);

THENCE North 00°04'07" East, along the East line of said Southeast Quarter (SE/4), a distance of 629.25 feet to the Southeast corner of the Right of Way of NW 52nd Street as set forth by the final plat of MAY CROSSING, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof;

THENCE North 89°08'27" West (North 89°27'04" East – platted), along the South line of said Right of Way, a distance of 310.00 feet to the **POINT OF BEGINNING**;

THENCE South 00°04'07" West, parallel with said East line, a distance of 400.62 feet;

THENCE North 89°55'53" West, perpendicular to said East line, a distance of 20.00 feet;

THENCE North 00°04'07" East, parallel with said East line, a distance of 400.90 feet to a point on the South line of said Right of Way;

THENCE South 89°08'27" East (South 89°27'04" East – platted), along said South line, a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said tract of land containing 8,015 square feet or 0.1840 acres, more or less.

The basis of bearings for the above-described tract of land is the measured bearing of North 00°04'07" East along the East line of said Southeast Quarter (SE/4).

Prepared by Durham Surveying, Inc.
Damon K. Durham, PLS No. 1521

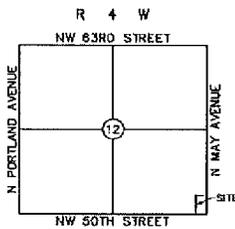
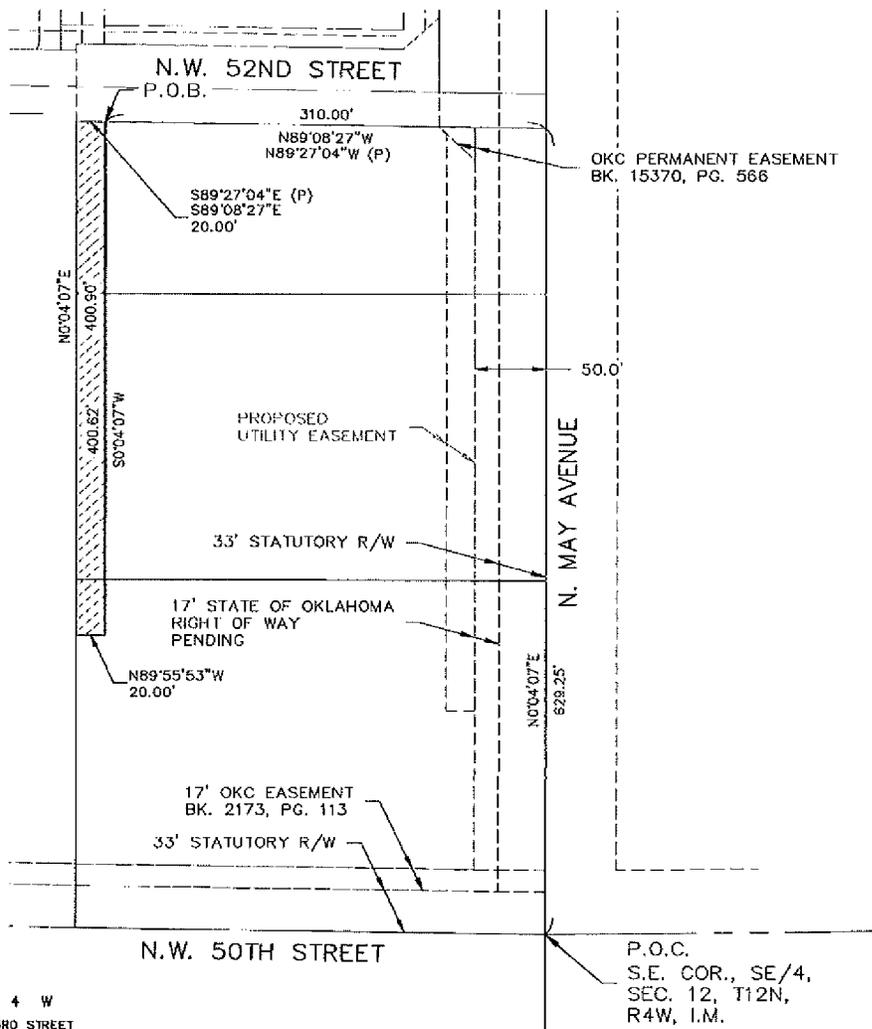
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Attachment 'B'

MAYFAIR NW CORNER - 50TH & MAY

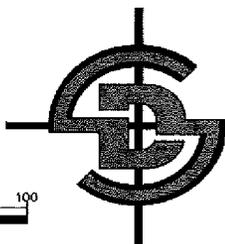
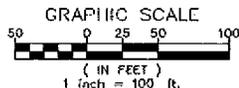
UTILITY EASEMENT 2

PART OF SE/4, SECTION 12, T12N, R4W, I.M.
OKLAHOMA CITY, OKLAHOMA CO., OKLAHOMA



Location Map
SCALE T=4000

8/9/2023



DURHAM SURVEYING, INC.

1800 SOUTH SARA ROAD, YUKON, OK 73099
Phone (405) 265-3404 Fax (405) 265-0649
CERTIFICATE OF AUTHORIZATION NO. 5313
EXPIRATION DATE: JUNE 30, 2024