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09:33:09 AM EA

Canadian County, OK 3E

Ret to:

The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No __SD-2023-00018 & WA-2023-00020

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT DAVINION PROPERTIES, 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" 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:

- Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
- Grantor may construct driveways and parking areas on the Subject Property.
- 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.
- 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.
- 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.

DAVINION PROPERTIES, LLC

Dated this 7th day of JUNE, 2023.

By: Chris Lynn Pinion
Chris Lynn Pinion, Manager

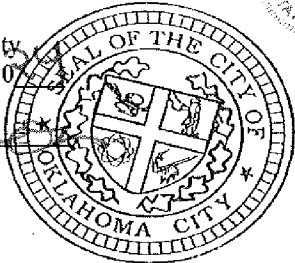
STATE OF OKLAHOMA, COUNTY OF Cleveland, SS.

This instrument was acknowledged before me on this 7th day of JUNE, 2023 by Chris Lynn Pinion, as Manager of DAVINION PROPERTIES, LLC.

My Commission Expires: 5/2/2027
My Commission No. 11004011

ACCEPTED by The City of Oklahoma City
this 7th day of February, 2023

Garry A. Simpson
City Clerk



June E. Young
Notary Public

REVIEWED for form and legality
Chris Hall
Assistant Municipal Counselor

3/22

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.

