



Space Above This Line for Recorder's Use

**The City of Oklahoma City**  
Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102  
(Water/Wastewater) Project No.  
SD-2023-00061

E #36,647

**PERMANENT EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS THAT ANHEUSER-BUSCH, LLC**, a Missouri 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 Attachment "A" (and shown as Parcel 1, Parcel 2, and Parcel 3) (collectively, the "**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 for purposes related to the Utility Systems 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, under, across or through 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, and mailboxes) with the exception of driveways and paving, whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems. Grantees agree to give Grantor at least ten business days advance written notice of its intent to so move or remove any of Grantor's improvements (except in case of an emergency, in which case Grantees will so notify Grantor as soon as reasonably practicable). If any of Grantor's driveways or paving are removed or damaged as a result of Grantees operation, maintenance, replacement, expansion or repair of the Utility Systems, Grantees will expeditiously repair all such damage such that driveway and

- paving is in substantially the same condition as existed prior to Grantee's work.
4. Grantees agree to use good faith efforts to not materially interfere with nor adversely affect Grantor's use and enjoyment of its premises, including access to its premises, in any manner that could disrupt Grantor's business operations.
  5. To the extent permitted by applicable law, Grantees will require its contractors to indemnify Grantor during any construction activity on the Subject Property. Grantees acknowledge that Grantees are assuming any and all risk associated with its entry upon and occupation of the Subject Property pursuant to this Permanent Easement and that Grantees shall be responsible for adjudicating any claims or causes of action arising from Grantees' acts or omissions and those acts or omissions of its employees and agents in accordance with the Oklahoma Tort Claims Act (OTCA) or other applicable state law.
  6. 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 and all applicable laws and regulations.
  7. 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 together with and be appurtenant to the Subject Property and shall be binding upon the parties, hereto, their successors and assigns, so long as it is used by Grantees. Should this Permanent Easement no longer be used by Grantees, Grantees agree that its rights will terminate and that it will expeditiously execute a recordable release of those rights upon Grantor's request.

[Remainder of page intentionally left blank – Signature Page and Attachment A follow]

Signature Page – Permanent Easement

Dated this 15 day of January, 2025

ANHEUSER-BUSCH, LLC,  
a Missouri limited liability company

By: [Signature]  
David Koeper  
Authorized Signatory

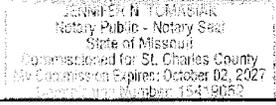
Acknowledgement

Missouri City of St. Louis  
STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS.

This instrument was acknowledged before me on this 15<sup>th</sup> day of January, 2025 by David Koeper as Authorized Signatory of Anheuser-Busch, L.L.C, a Missouri limited liability company.

My Commission Expires: 10/2/2027  
My Commission No. 15419052

[Signature]  
Notary Public



ACCEPTED by The City of Oklahoma City  
this 15<sup>th</sup> day of March 2025

REVIEWED for form and legality

[Signature]  
City Clerk



[Signature]  
Assistant Municipal Counselor

Project: SD-2023  
City: Oklahoma City  
Parcel: 1, 2, 4

**Business Certification and Affidavit**

We, David Koepfer as Authorized Representative and James Mathis as Authorized Representative do hereby state that we have the legal authority to act on behalf of Anheuser-Busch, LLC and to grant, convey, bargain or sell any real property and conduct any other legal business transactions.

[Signature]  
David Koepfer - Authorized Representative

6/18/24  
Date

[Signature]  
James Mathis - Authorized Representative

6/18/24  
Date

STATE OF Missouri )  
City ) ss.  
COUNTY OF St. Louis )

Before me, a Notary Public in and of this State, on this 18<sup>th</sup> day of June, 2024, personally appeared David Koepfer, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Authorized Representative, and acknowledged to me that he executed the same as his free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

[Signature]  
Notary Public

My Commission Expires: 10/2/2027  
My Commission No.: 15419052

JENNIFER N. TOMASIAK  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: October 02, 2027  
Commission Number: 15419052

STATE OF Missouri )  
City ) ss.  
COUNTY OF St. Louis )

Before me, a Notary Public in and of this State, on this 18<sup>th</sup> day of June, 2024, personally appeared James Mathis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Authorized Representative, and acknowledged to me that he executed the same as his free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

[Signature]  
Notary Public

My Commission Expires: 10/2/2027  
My Commission No.: 15419052

JENNIFER N. TOMASIAK  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: October 02, 2027  
Commission Number: 15419052

**ATTACHMENT "A"**  
PAGE 1 OF 4

PARCEL NO. 1

**PARCEL NO. 1 Sanitary Sewer Easement**

A Sanitary Sewer Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West 11 M Oklahoma County, Oklahoma

Commencing at the Northeast Corner of said Northeast Quarter;  
 Thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 947.50 feet to a point on the North line of an Oklahoma Natural Gas Company Pipeline Right of Way described on Book 9917, Page 1126 filed for record at the Oklahoma County Clerk's Office;  
 thence S 84°49'20" W on the North line of said Pipeline Right of Way a distance of 52.69 feet to a point on the West Present Right of Way line of South Eastern Avenue, said point being the Point of Beginning;  
 thence on the North line of said Pipeline Right of Way the flowing six courses;  
 S 84°49'20" W for a distance of 218.47 feet;  
 N 87°41'40" W a distance of 193.63 feet;  
 N 74°16'00" W a distance of 140.12 feet;  
 N 59°03'20" W a distance of 165.13 feet;  
 N 31°07'00" W a distance of 53.78 feet;  
 N 70°01'40" W a distance of 57.20 feet;  
 thence departing with the North line of said Pipeline Right of way and continuing N 70°01'40" W a distance of 3.95 feet;  
 thence N 63°47'23" W a distance of 217.35 feet;  
 thence N 03°30'01" E a distance of 317.48 feet;  
 thence Westerly on the arc of a curve to the Left, with a radius of 57045.80 feet, an arc length of 20.97 feet, a central angle of 00°01'16", a chord bearing of N 69°32'10" W and a chord length of 20.97 feet to a point on the East line of a property described as "Tract 1 (A)" described in Book 11812, Page 1359 filed for record at the Oklahoma County Clerk's Office;  
 thence N 05°40'45" E on the East line of said "Tract 1 (A)," a distance of 20.08 feet to a point on the South line of a Cities Services Oil Company Right of Way Agreement described on Book 3948, Page 817 filed for record at the Oklahoma County Clerk's Office;  
 thence on the South line of said Right-of-Way Agreement, Easterly on the arc of a curve to the Right, with a radius of 57065.80 feet, an arc length of 40.23 feet, a central angle of 00°02'25", a chord bearing of S 89°31'28" E and a chord length of 40.23 feet;  
 thence S 03°30'01" W and departing the South line of said Cities Services Oil Company Right of Way Agreement a distance of 325.25 feet;  
 thence S 63°47'23" E a distance of 202.95 feet;  
 thence S 70°01'40" E a distance of 67.12 feet;  
 thence S 31°07'00" E a distance of 55.87 feet;  
 thence S 59°03'20" E a distance of 157.49 feet;  
 thence S 74°16'00" E a distance of 135.09 feet;  
 thence S 87°41'40" E a distance of 189.96 feet;  
 thence N 84°49'20" E a distance of 218.87 feet to a point on the West Present Right of Way line of South Eastern Avenue;  
 thence S 00°17'21" E on said West Present Right of Way line a distance of 20.67 feet to the Point of Beginning

Containing 0.536 Acres (27808.98 Sq Ft.) more or less.

**Basis of Bearing:**  
 Gnd North as established by Oklahoma State Plane System,  
 NAD 83 (2011), North zone

**This Description was prepared by:**  
 Darren M. Smith, PLS #1552  
 CEC Corporation, CA #32  
 07/19/2023

 <p>4555 W MEMORIAL ROAD                  OKLAHOMA CITY, OK 73142                  (405) 753-4200                  CA #32 EXP. 06-30-24</p>	<p>DATE: _____                  DRAWN BY: _____</p>
	<p><b>SANITARY SEWER                  EASEMENT                  ATTACHMENT "A"</b></p> <p>PROJECT NO.: _____</p>



**ATTACHMENT "A"**

**PARCEL NO. 1**

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PARCEL NO. 1

**Sanitary Sewer Easement**

Line table

Line #	Length	Radius	Bearing	Course Description	Order Length
01	20.97'	S 0°49'40" W	N 1°10'10" E	S 89°11'20" E	20.97'
02	45.41'	S 0°26'42" W	N 0°19'25" E	S 89°11'20" E	45.41'

Line table

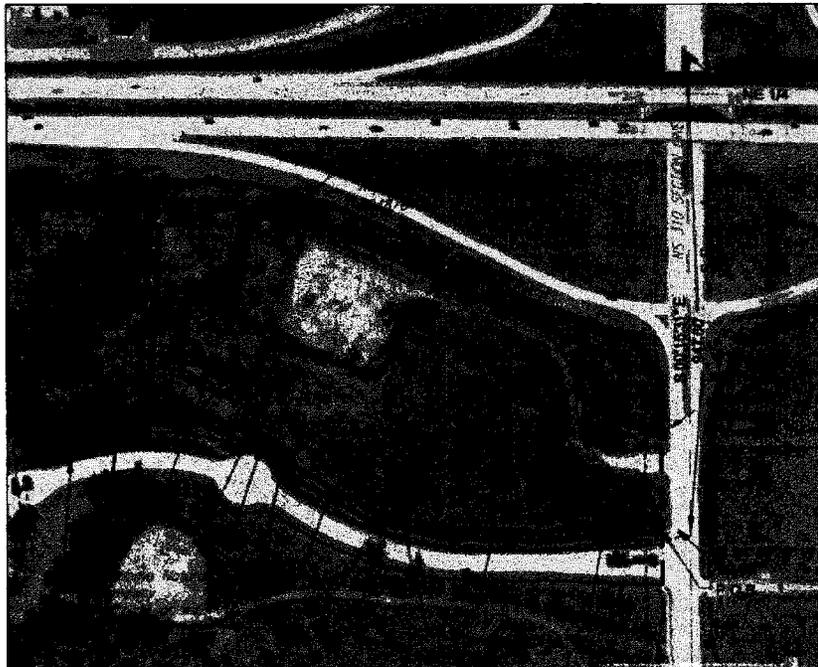
Line #	Length	Bearing
03	218.47'	S 89°14'20" E
04	91.61'	S 89°11'20" E
05	143.12'	S 89°14'20" E
06	160.12'	S 89°11'20" E
07	161.38'	S 89°14'20" E
08	51.20'	S 89°11'20" E
09	217.35'	S 89°14'20" E
10	217.48'	S 89°11'20" E
11	30.08'	S 89°14'20" E
12	106.94'	S 89°11'20" E
13	201.95'	S 89°14'20" E
14	61.07'	S 89°11'20" E
15	153.61'	S 89°14'20" E
16	157.69'	S 89°11'20" E
17	125.09'	S 89°14'20" E
18	189.40'	S 89°11'20" E
19	215.61'	S 89°14'20" E
20	201.01'	S 89°11'20" E

 <b>CEC</b> 4555 W MEMORIAL ROAD OKLAHOMA CITY, OK 73142 405-793-8200 FAX 405-793-8200	SANITARY SEWER EASEMENT ATTACHMENT "A"
	PROJECT NO.

**ATTACHMENT "A"**

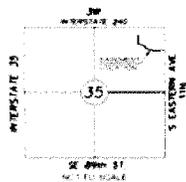
PARCEL NO. 1

PAGE 4 OF 4



**SURVEYOR'S CERTIFICATE**

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.



 <b>CEC</b>	4555 W. MEMORIAL ROAD OKLAHOMA CITY, OK 73142 (405) 753-4206 CA #32 EXP. 05.30.24	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY
	<b>SANITARY SEWER                  EASEMENT                  ATTACHMENT "A"</b>	

**ATTACHMENT "A"**

PARCEL NO. 2

PAGE 1 OF 3

PARCEL NO. 2

**Sanitary Sewer Easement**

A Sanitary Sewer Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West I.M. Oklahoma County, Oklahoma.

Commencing at the Northeast Corner of said Northeast Quarter; thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 356.66 feet; thence S 89°44'29" W a distance of 1019.20 feet to a point on the East line of a property described as "Tract 1 (A)" recorded in Book 11812, Page 1359 filed for record at the Oklahoma County Clerk's Office, said point being the Point of Beginning; thence Westerly on the arc of a curve to the Left, with a radius of 57045.80 feet, an arc length of 131.49 feet, a central angel of 00°07'55", a chord bearing of N 89°36'45" W and a chord length of 131.49 feet; thence N 00°28'28" E a distance of 20.00 feet to a point on the South line of a Cities Services Oil Company Right-of-Way Agreement recorded in Book 3948, Page 817; thence on the South line of said Cities Services Oil Company Right-of-Way Agreement Easterly on the arc of a curve to Right, with a radius of 57065.80 feet, an arc length of 133.31 feet, a central angel of 00°08'02", a chord bearing of S 89°36'42" E and a chord length of 133.31 feet a point on the East line of said Property described as "Tract 1 (A)"; Thence S 05°40'45" W on the East line of said property a distance of 20.08 feet to the Point of Beginning.

Containing 0.061 Acres (2,647.94 Sq.Ft.) more or less.

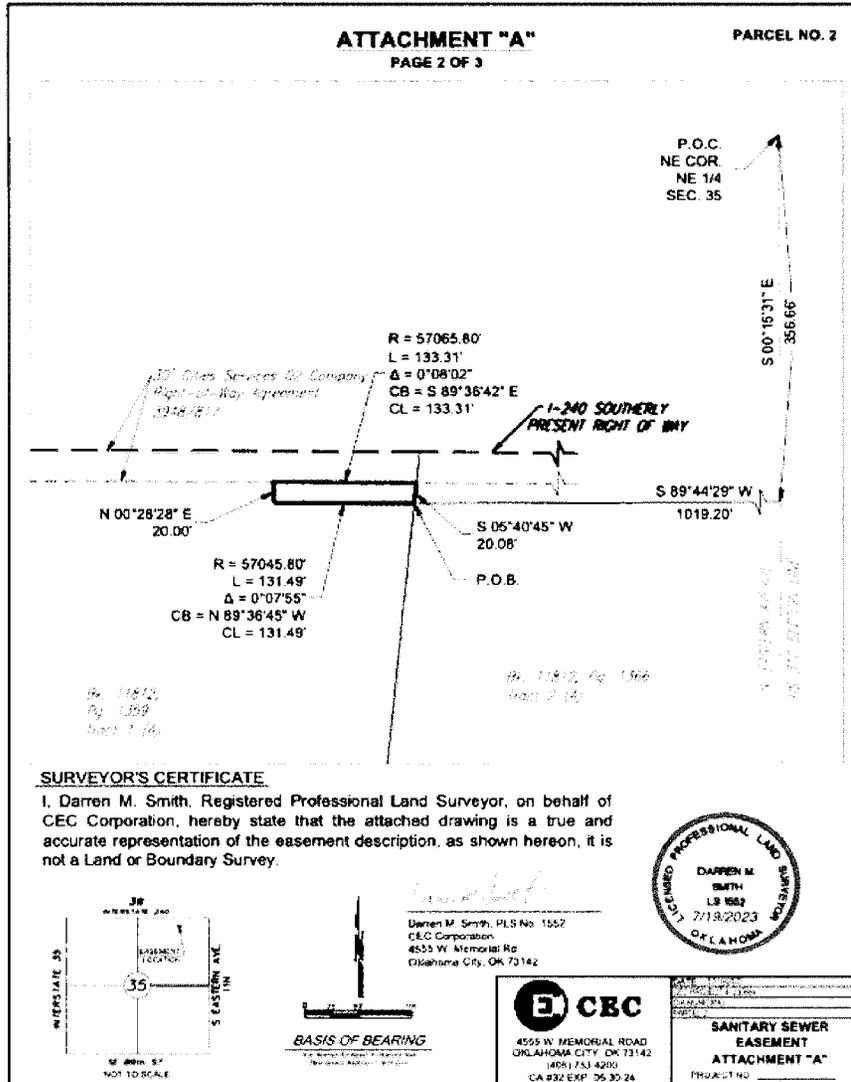
**Basis of Bearing:**

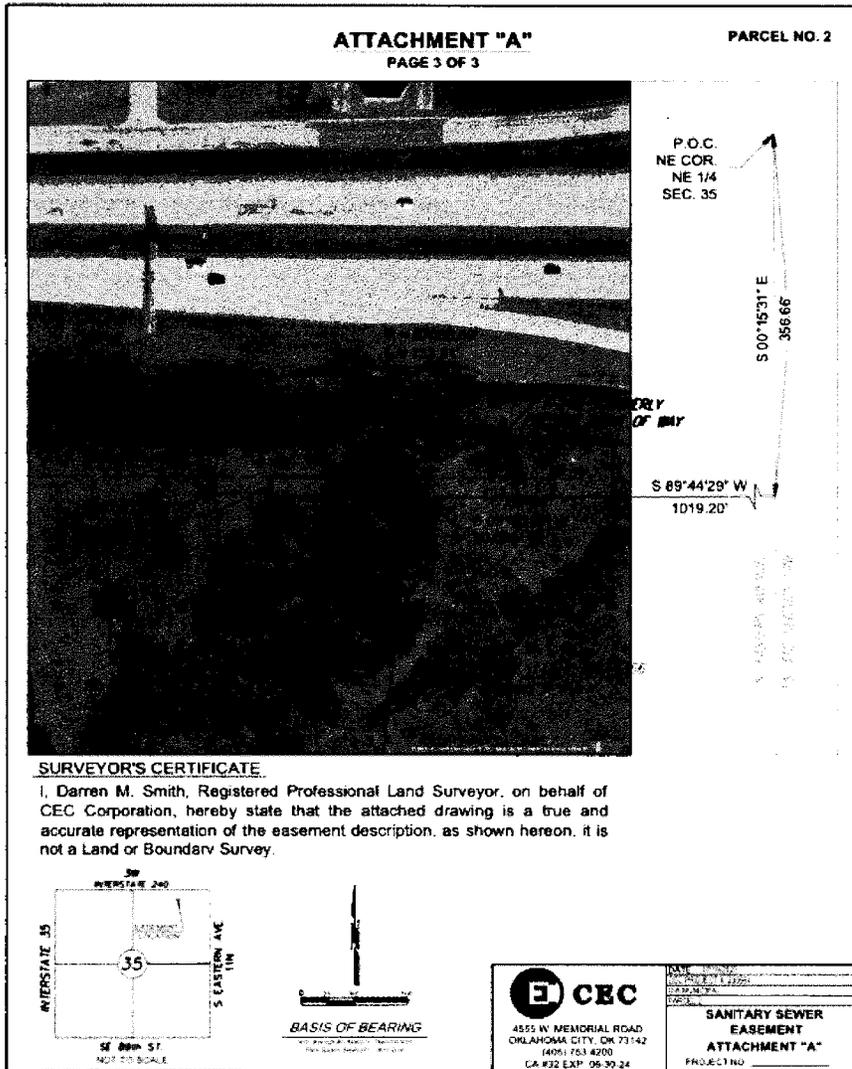
Grid North as established by Oklahoma State Plane System, NAD 83 (2011), North zone

**This Description was prepared by:**

Darren M. Smith, PLS #1552  
CEC Corporation, CA #32  
07-19-2023







ATTACHMENT "A"  
PAGE 1 OF 3

PARCEL NO. 13

PARCEL NO. 13

Temporary Right of Way Easement

A Temporary Right of Way Easement located in the Northeast Quarter of Section 35 Township 11 North Range 3 West 1.M. Oklahoma County, Oklahoma

Commencing at the Northeast Corner of said Northeast Quarter; thence S 00°15'31" E on the East line of said Northeast Quarter a distance of 341.70 feet;

thence S 90°00'00" W a distance of 966.90 feet to a point on the South line of a Cities Service Oil Company Right-of-Way Agreement recorded in Book 3946 Page 817, said point being the Point of Beginning;

thence S 03°30'01" W a distance of 329.98 feet to a point on a Northerly line of a proposed City of Oklahoma City Sanitary Sewer Easement;

thence N 63°47'23" W on a Northerly line of said proposed Sanitary Sewer Easement a distance of 10.64 feet;

thence N 03°30'01" E on an Easterly line of said proposed Sanitary Sewer Easement a distance of 325.25 feet to a point on the South line of said Cities Service Oil Company Right-of-Way Agreement;

thence on the South line of said Cities Service Oil Company Right-of-Way Agreement Easterly on a curve to the Right with a radius of 57065.80 feet, an arc length of 10.01 feet, a chord bearing of S 89°29'57" E, and a chord length of 10.01 feet to the Point of Beginning.

Containing 0.075 Acres (3276.05 Sq Ft.) more or less.

Basis of Bearing:  
Grid North as established by Oklahoma State Plane System,  
NAD 83 (2011), North zone.

This Description was prepared by:  
Darren M. Smith, PLS #1562  
CEC Corporation, CA #32  
08-31-2023

