



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WC-0953

E# 361560

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Dotson and Merson Development Company, an Oklahoma corporation 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,

A strip, piece or parcel of land lying in part of the SE1/4 of Section 26, T11N, R3W IM in Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at a point where the Present North right-of-way line of Interstate Highway No. 240 intersects the East right-of-way line of the Burlington Northern Sante Fe Railroad a distance of 595.83 feet N 89°35'37" E of and 105.60 feet N 01°27'05" W of the SW corner of said SE1/4, thence N 01°27'05" W along said right-of-way line a distance of 38.46 feet, thence N 06°11'42" E along said right-of-way line a distance of 95.63 feet, thence S 83°48'18" E a distance of 25.00 feet, thence S 06°11'42" W a distance of 93.97 feet, thence S 01°27'05" E a distance of 39.67 feet to a point on the North right-of-way line of Interstate Highway No. 240, thence N 84°53'11" W along said right-of-way line a distance of 25.17 feet to the point of beginning.

Containing 3,347 square feet (0.08 acres) more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

See Attachment "A" ("Subject Property") for sketch.

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, under, across or through the Subject Property.
2. 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.
3. 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.
4. 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.
5. Grantees agree that any trench or excavation area will not be within 10 feet of the existing sign pole.
6. Grantees agree that any trench or excavation area will not exceed a depth of 6 feet.
7. Grantees by Oklahoma law are subject to the Oklahoma Governmental Tort Claims Act Title 51, Section 151 et seq. and liability as to any damages to the Subject Property are governed by the Act.

8. Grantees acknowledge that there is a Sign Lease on a portion of the Subject Property in favor of The Lamar Companies and recorded with the Oklahoma County Clerk August 26, 2019 in Book 14114, page 66 with a 10 year term. Grantees further acknowledge that the Sign Lease has priority over Grantees Easement for the 10 year term and if the Sign Lease is renewed by The Lamar Companies or it's successor and assigns that the Sign Lease will continue to have priority over Grantees Easement. However, if the Sign Lease expires and is not renewed or terminates by the terms of the Sign Lease then the Grantees Easement priority over subsequent interest is established by the date of recording documents with the Oklahoma County Clerk.

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.

Dotson and Merson Development Company

Dated this 13th day of August, 2024.

By: [Signature]
Harry Merson, President

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 13th day of August, 2024 by Harry Merson, as President of Dotson and Merson Development Company.

 **ROBERTA CHAMBERS**
Notary Public
State of Oklahoma
Commission #01011013 Exp: 08/06/25

My Commission Expires: _____
My Commission No. _____

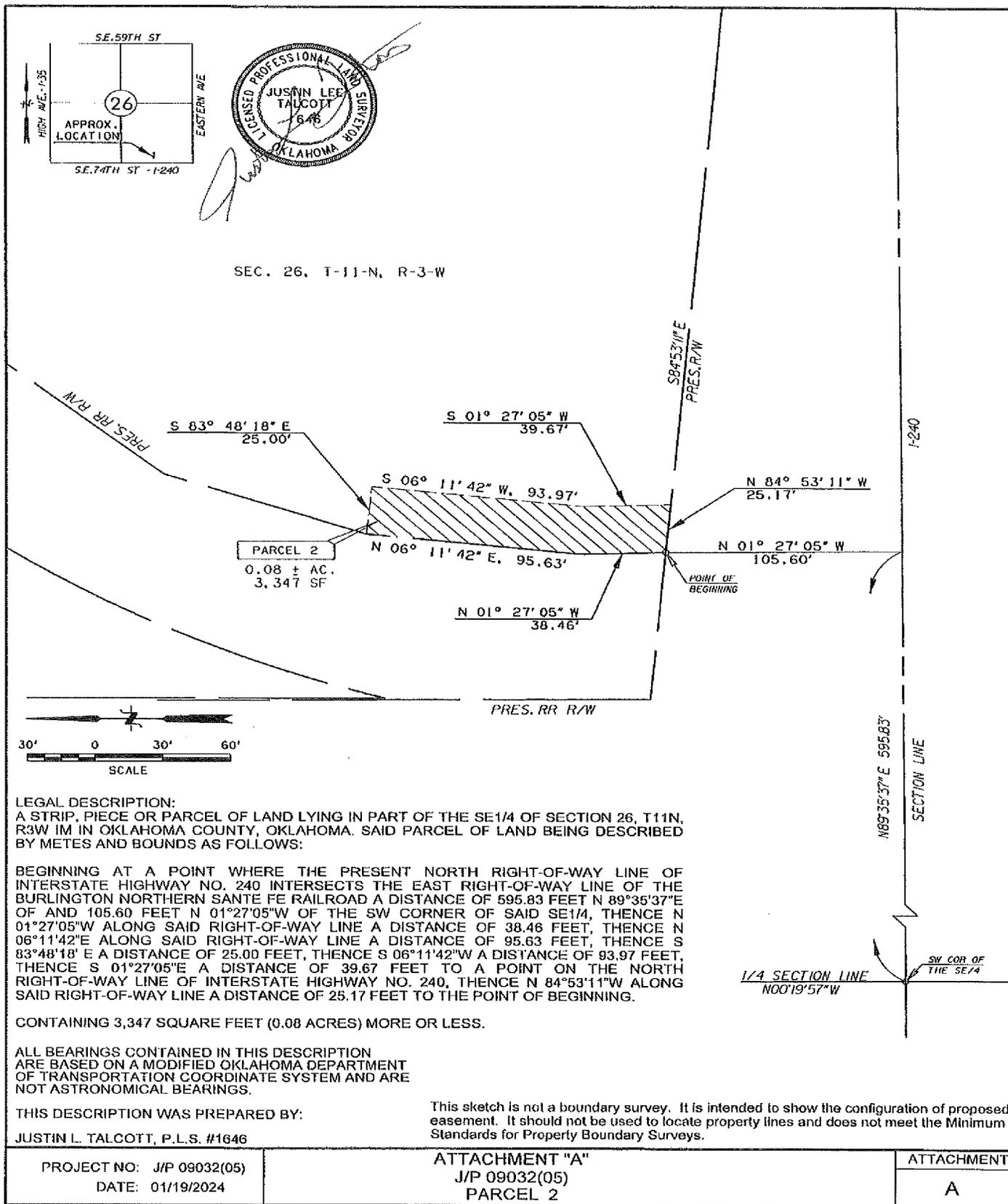
[Signature]
Notary Public

ACCEPTED by The City of Oklahoma City
this 10th day of September, 2024.

[Signature]
City Clerk



~~REVIEWED~~ for form and legality
[Signature]
Assistant Municipal Counselor



SEC. 26, T-11-N, R-3-W

PARCEL 2
0.08 ± AC.
3,347 SF

LEGAL DESCRIPTION:
A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE SE1/4 OF SECTION 26, T11N, R3W IM IN OKLAHOMA COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT WHERE THE PRESENT NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 240 INTERSECTS THE EAST RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD A DISTANCE OF 595.83 FEET N 89°35'37"E OF AND 105.60 FEET N 01°27'05"W OF THE SW CORNER OF SAID SE1/4, THENCE N 01°27'05"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 38.46 FEET, THENCE N 06°11'42"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 95.63 FEET, THENCE S 83°48'18" E A DISTANCE OF 25.00 FEET, THENCE S 06°11'42"W A DISTANCE OF 93.97 FEET, THENCE S 01°27'05"E A DISTANCE OF 39.67 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 240, THENCE N 84°53'11"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,347 SQUARE FEET (0.08 ACRES) MORE OR LESS.

ALL BEARINGS CONTAINED IN THIS DESCRIPTION ARE BASED ON A MODIFIED OKLAHOMA DEPARTMENT OF TRANSPORTATION COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL BEARINGS.

THIS DESCRIPTION WAS PREPARED BY:

JUSTIN L. TALCOTT, P.L.S. #1646

This sketch is not a boundary survey. It is intended to show the configuration of proposed easement. It should not be used to locate property lines and does not meet the Minimum Standards for Property Boundary Surveys.

PROJECT NO: J/P 09032(05)
DATE: 01/19/2024

ATTACHMENT "A"
J/P 09032(05)
PARCEL 2

ATTACHMENT
A