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Filed: 08-17-2023 TMH

12:42:18 PM EA

Canadian County, OK 4E

Ret to:

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

WF: 2022-00095
SD: 2022-00090

PERMANENT EASEMENT
E # 36,281

KNOW ALL MEN BY THESE PRESENTS THAT 333 Piedmont, LLC 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" ("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.

333 PIEDMONT, LLC

Dated this 13 day of July, 2022

By:
Andrew Geller [Manager]

SEE
ATTACHED

STATE OF OKLAHOMA, COUNTY OF _____, SS.

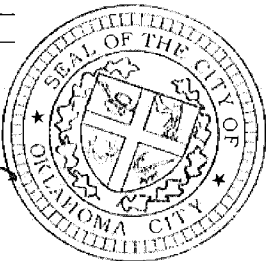
This instrument was acknowledged before me on this _____ day of _____, 20____ by Andrew Geller, as [Manager] of [333 Piedmont, LLC].

My Commission Expires: _____
My Commission No. _____

Notary Public

ACCEPTED by The City of Oklahoma City
this 15 day of August, 2023

Amy K. Simpson
City Clerk



REVIEWED for form and legality

Assistant Municipal Counselor

4/24

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

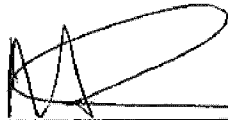
On July 19, 2022 before me, Michelle Lee, Notary Public
(insert name and title of the officer)

personally appeared Andrew Geller
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

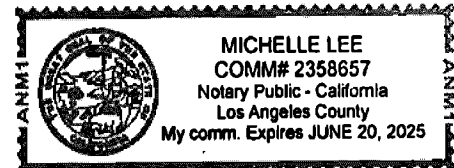
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

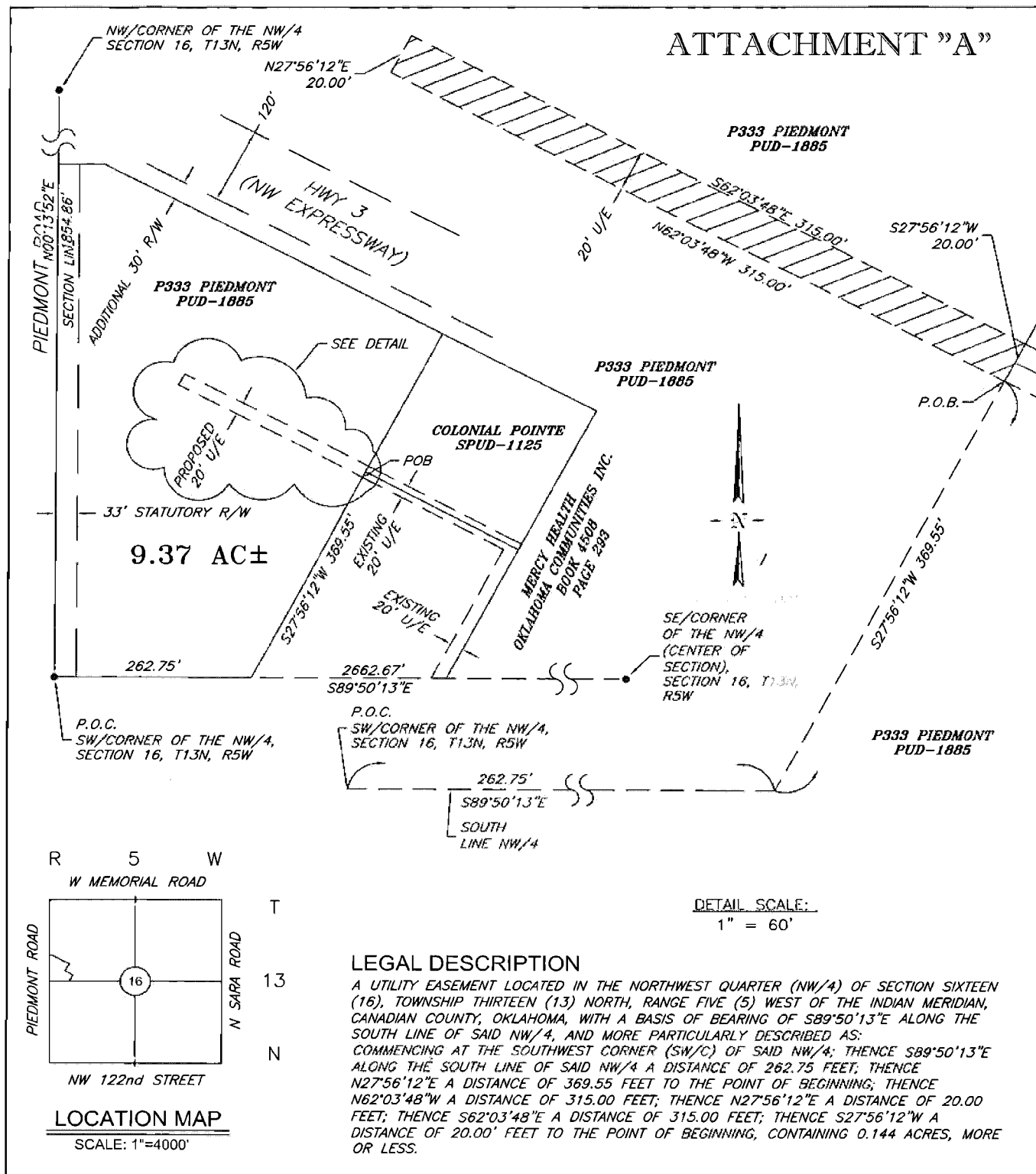
WITNESS my hand and official seal.

Signature



(Seal)





Landes Engineering, LLC
 903 E. 35th St., P.O. BOX 1032
 SHAWNEE, OK. 74802-1032
 (405) 275-5388 CA # 2260 EXP. 6-30-23

333 PIEDMONT
 UTILITY EASEMENT
 ATTACHMENT "A"

DATE: 07/21/2022

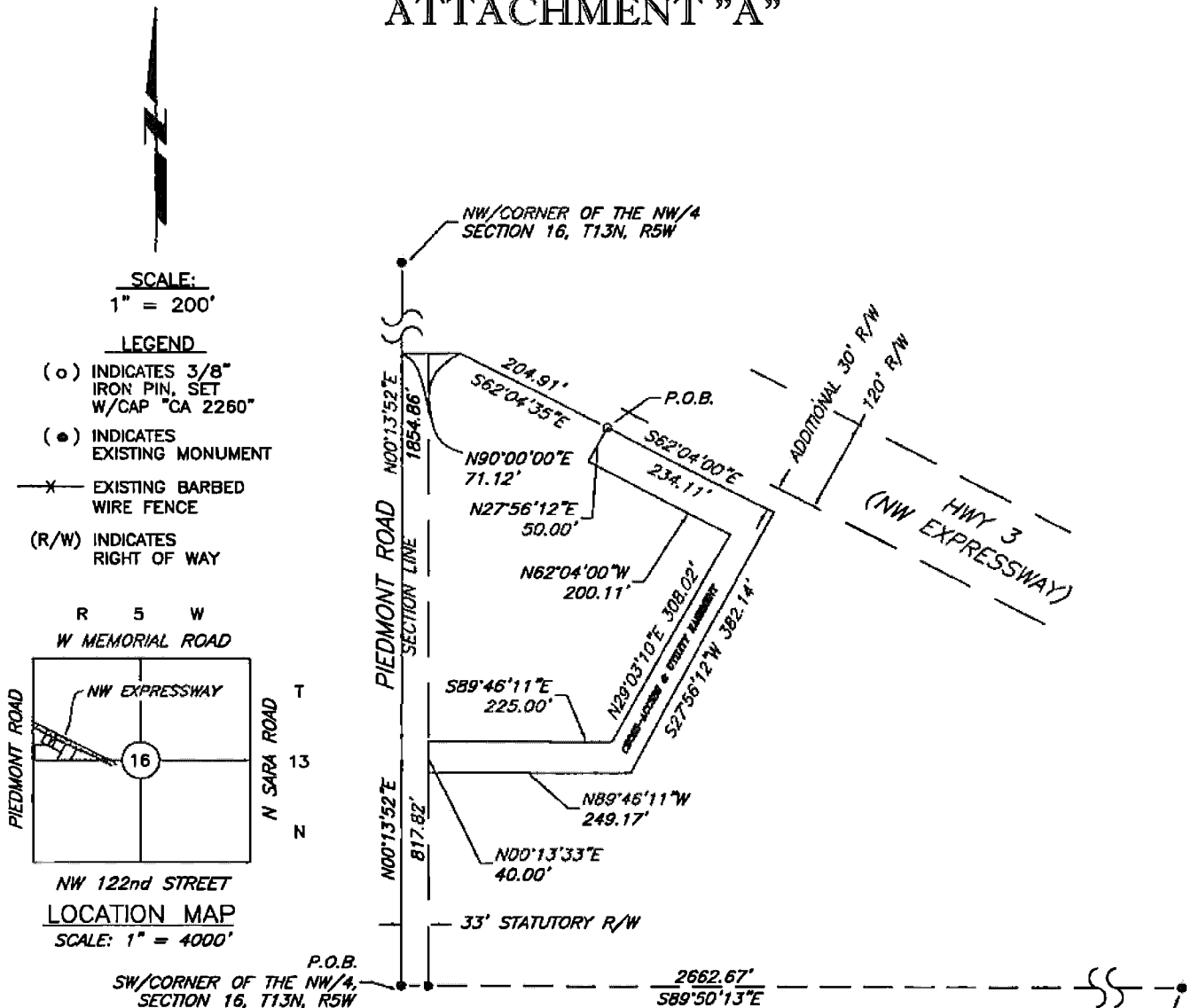
REV.

DRAWN BY: ml

CHECKED: STL

DRAWING NUMBER: 1 OF 1

ATTACHMENT "A"



SE/CORNER
OF THE NW/4
(CENTER OF
SECTION),
SECTION 16,
T13N, R5W



07/21/2022

Date

LANDES ENGINEERING L.L.C. & ASSOCIATES
www.landesengineering.net
903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804
405-275-5388 CA # 2260 EXP. 6-30-23

333 PIEDMONT, LLC
OKLAHOMA CITY, OKLAHOMA

DRAWN BY: JS CHECKED: SL DRAWING NUMBER:
REV:

DATE
DRAFTED: 07/21/2022

DATE OF LAST
SITE VISIT: