



Doc#: R 2023 19989  
Bk&Pg: RB 5718 382-385  
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: [Signature]  
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].

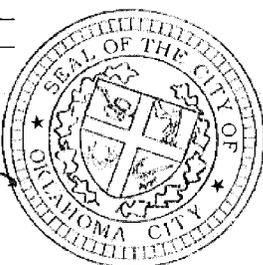
My Commission Expires: \_\_\_\_\_  
My Commission No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

REVIEWED for form and legality

[Signature]  
City Clerk



[Signature]  
Assistant Municipal Counselor

4124

### 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)

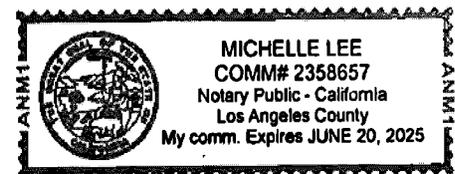
personally appeared Andrew Geller  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s)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

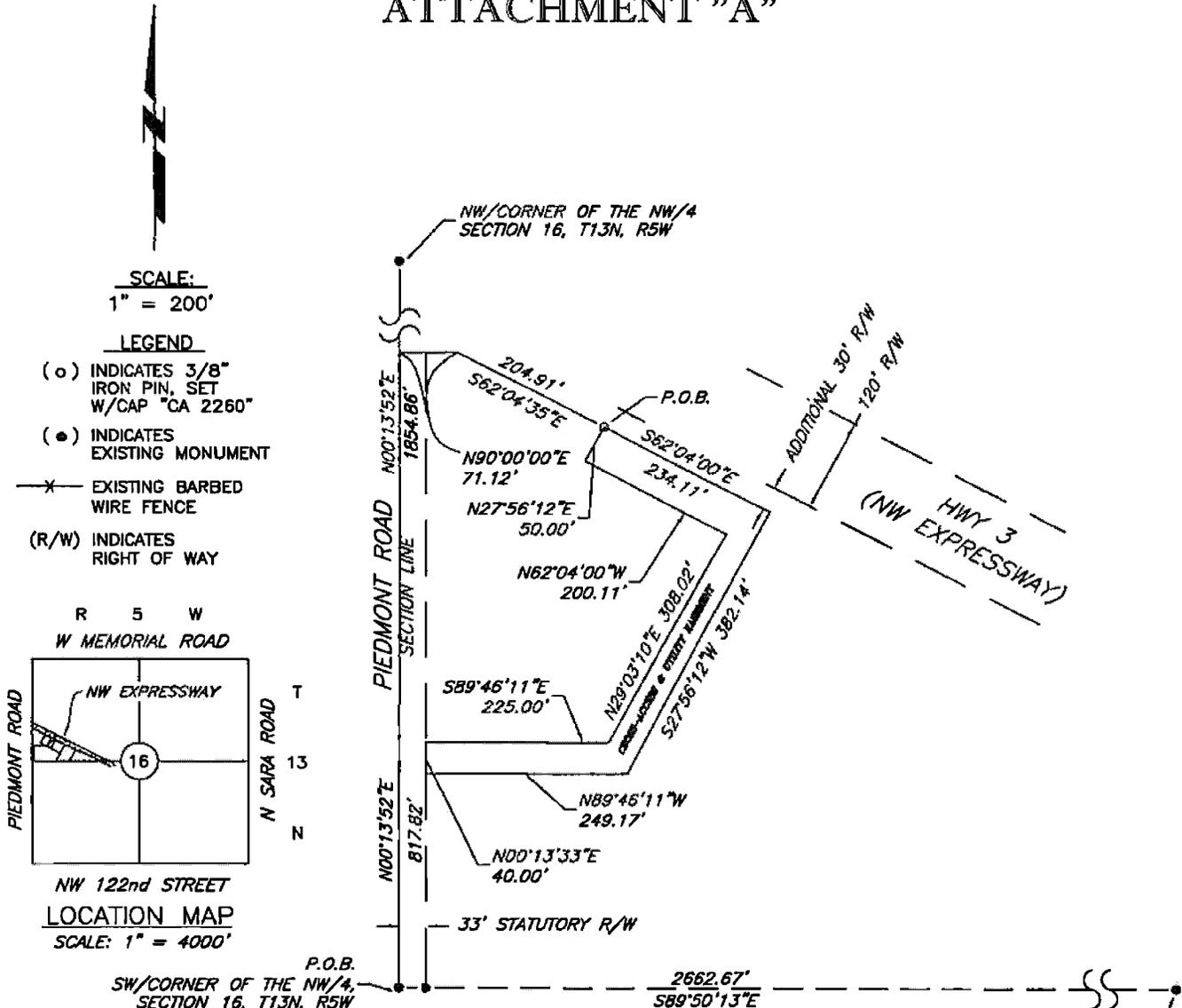
Signature 

(Seal)





# ATTACHMENT "A"



*[Signature]*

07/21/2022

Date

<b>LANDES ENGINEERING L.L.C. &amp; ASSOCIATES</b> www.landesengineering.net 903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804 405-275-5388 CA # 2260 EXP. 6-30-23		<b>333 PIEDMONT, LLC</b> OKLAHOMA CITY, OKLAHOMA	
DATE DRAFTED: 07/21/2022	DATE OF LAST SITE VISIT:	DRAWN BY: JS	CHECKED: SL
		REV:	DRAWING NUMBER: