



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No.
WF2024-00013

E # 36,649

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT RCG-Rockwell, LLC, a Georgia 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" ("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.

RCG-ROCKWELL, LLC,
a Georgia limited liability company

By: RCG Ventures Fund VI, LP,
a Georgia limited partnership, its Manager

By: RCG Ventures Fund VI GP, LLC, a Georgia
limited liability company, its General Partner

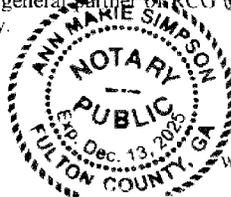
Dated this 15th day of May, 2024.

By: [Signature]
Wilkes J. Graham, President

STATE OF Georgia, COUNTY OF Fulton, SS.

This instrument was acknowledged before me on this 15 day of May, 2024 by Wilkes J. Graham, as President of RCG Ventures Fund VI GP, LLC, as general partner of RCG Ventures Fund VI, LP, as Manager of RCG-Rockwell, LLC, a Georgia limited liability company.

My Commission Expires: 12.13.2025
My Commission No. _____



[Signature]
Notary Public 3/22

The City of Oklahoma City

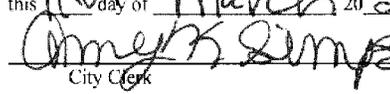
Office of City Clerk
200 North Walker Ave.

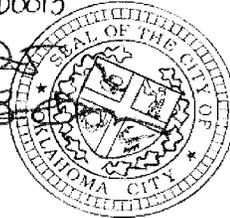
Oklahoma City, Oklahoma 73102

(Water/Wastewater) Project No. WF-2024-00013

ACCEPTED by The City of Oklahoma City

this 13th day of March 2024


City Clerk



REVIEWED for form and legality


Assistant Municipal Counselor

Attachment 'A'

