



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) WA-2022-00068

E #36,486

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT **MOORENOURI 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 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.

Dated this 27 day of JANUARY, 2023.

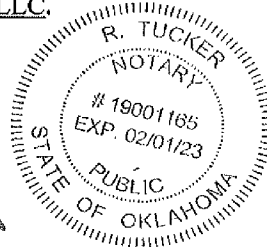
MOORENOURI, LLC

By: [Signature]

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

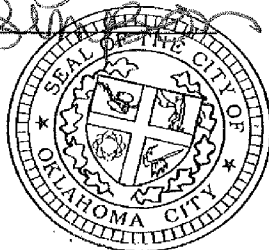
This instrument was acknowledged before me on this 27 day of JANUARY, 2023 by Frederick J. Moore, as Manager of MOORENOURI, LLC.

My Commission Expires: 2-1-2023
My Commission No. 19001165



[Signature]
Notary Public

ACCEPTED by The City of Oklahoma City
this 21st day of May, 2024
[Signature]
City Clerk



REVIEWED for form and legality
[Signature]
Assistant Municipal Counselor

3/22

ATTACHMENT "A"

LEGAL DESCRIPTION

Edmond Hyundai
Waterline Easement

August 10, 2022

A tract of land being a part of the Southwest Quarter (SW/4) of Section Eleven (11), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of a tract of land recorded in Book 9691, Page 925 (MOORENOURI Tract), being more particularly described as follows:

COMMENCING at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 00°33'36" West, along and with the West line of said Southwest Quarter (SW/4), a distance of 1208.84 feet;

THENCE North 89°26'24" East, departing said West line, a distance of 156.29 feet to a corner on the North line of a tract of land recorded in Book 8173, Page 538 (DOT Tract), said point being the POINT OF BEGINNING;

THENCE North 59°54'25" West, along and with the North line of said DOT Tract, a distance of 23.74 feet;

THENCE North 74°32'20" East, departing said North line, a distance of 154.31 feet to a point on the North line of said DOT Tract;

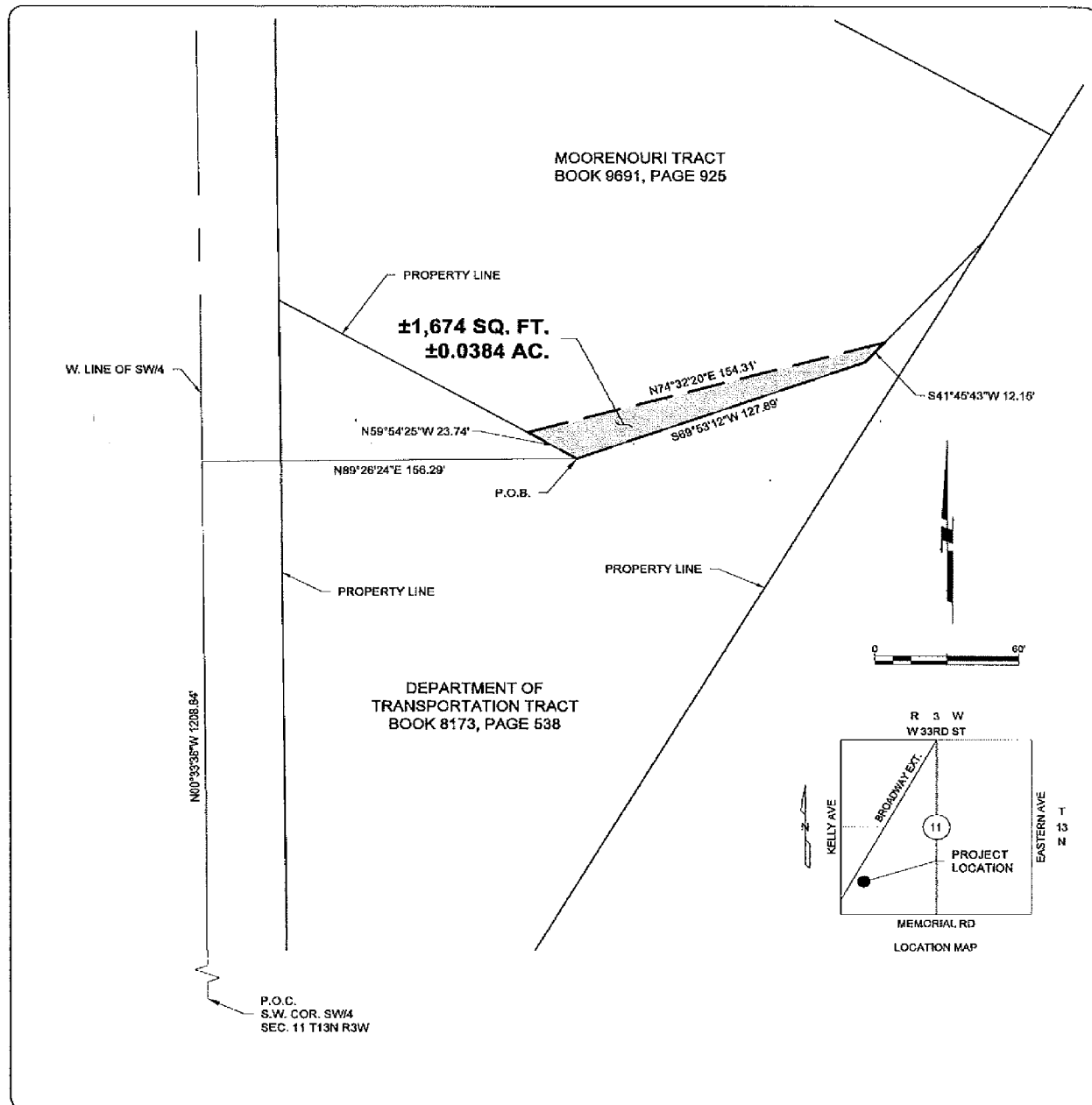
THENCE South 41°45'43" West, along and with said North line, a distance of 12.15 feet;

THENCE South 69°53'12" West, continuing along and with said North line, a distance of 127.89 feet to the POINT OF BEGINNING.

Containing 1,674 square feet or 0.0384 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

ATTACHMENT "A"



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Proj. No.: 5071
Date: 10-10-22
Scale: 1"=60'

EDMOND HYUNDAI
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
WATERLINE EASEMENT



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 255-4076 FAX (405) 255-4079 www.jacka.com
Certificate of Authorization #1491 Exp. Date 06-30-2023
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