



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WM-0351/SM-0324

PERMANENT EASEMENT

E # 36,341

KNOW ALL MEN BY THESE PRESENTS THAT The Board of County Commissioners of Oklahoma County, their heirs, 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 Attachments "A & B" ("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, operate, maintain, replace, expand, or repair these 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 heirs, successors and assigns.

Dated this 23 day of August, 20 23.

Brian Manghan
Chairman

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 23 day of August, 20 23 by _____, as
Chairman of the Board of County commissioners of Oklahoma County.

My Commission Expires: 06-03-2025

My Commission No. 13005165



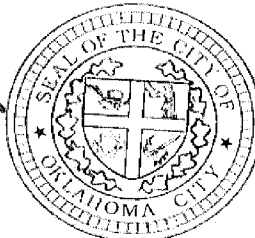
Shalene R. Curry
Notary Public

Maressa Treat



ACCEPTED by The City of Oklahoma City
this 26 day of September, 2023.

Amy K. Simpson
City Clerk



REVIEWED for form and legality
Clay Keith
Assistant Municipal Counselor

3/22

ATTACHMENT "A"

LEGAL DESCRIPTION
Water Meter Vault Replacement Ph 2
WM-0351, SM-0324
County & City Jail
Easement
May 11, 2023

A tract of land being a part of the Southwest Quarter (SW/4) of Section Thirty-three (33), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Lots Eight (8) and Nine (9) Block Three (3) as shown on the recorded plat CAREY & WEAVER'S ADDITION, being more particularly described as follows:

Commencing at the Northwest (NW) Corner of Lot Eleven (11) of said Block 3;

THENCE South 89°40'45" East, along and with the North line of said Block 3, a distance of 68.45 feet to the POINT OF BEGINNING;

THENCE continuing South 89°40'45" East, along and with the North line of said Block 3, a distance of 28.95 feet;

THENCE South 00°03'21" West, departing said North line, a distance of 10.50 feet;

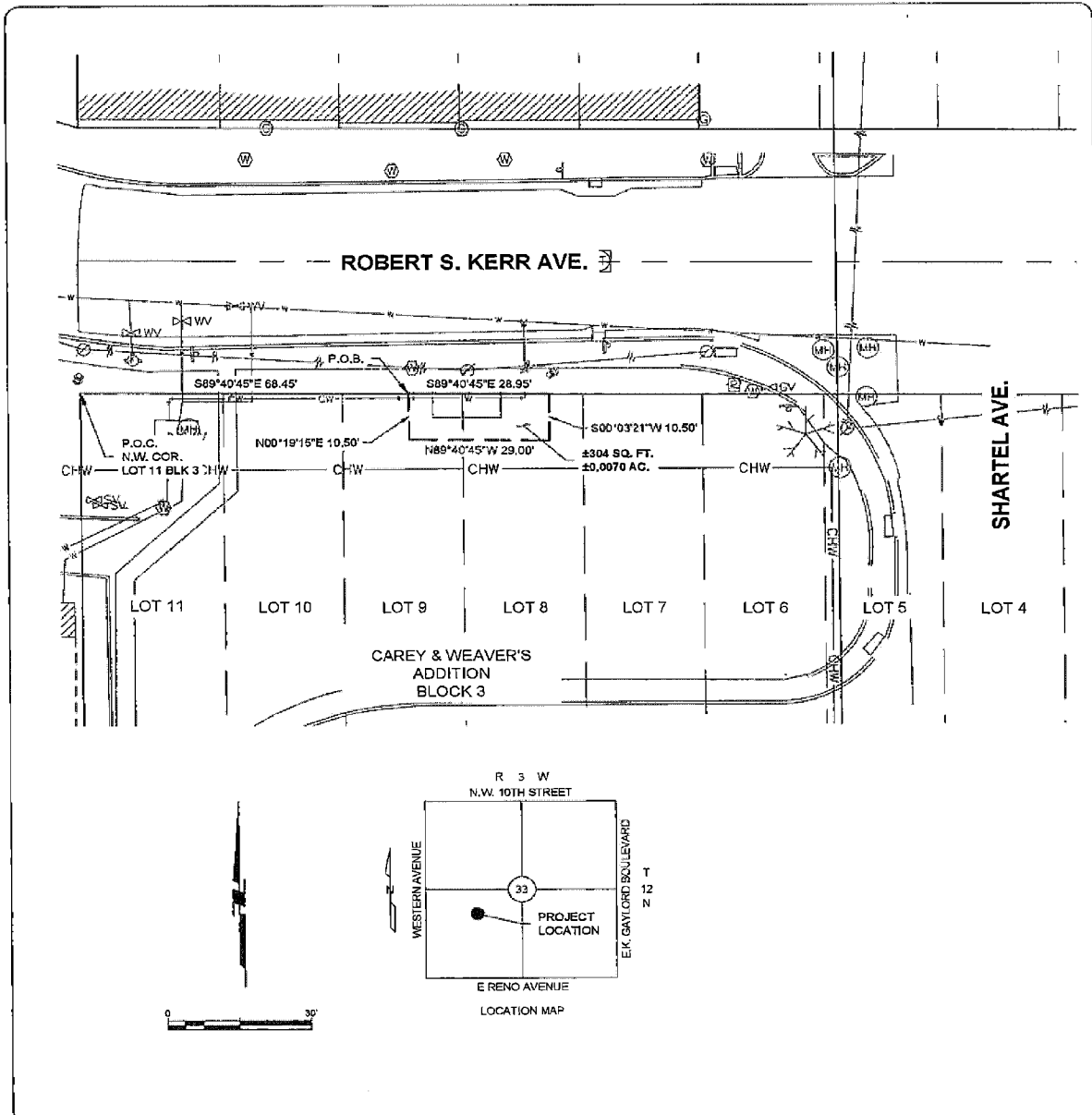
THENCE North 89°40'45" West, a distance of 29.00 feet;

THENCE North 00°19'15" East, a distance of 10.50 feet to the POINT OF BEGINNING.

Containing 304 square feet or 0.0070 acres, more or less.

Basis of Bearing: The North line of said Block 3 having an assumed bearing of South 89°40'45" East.

ATTACHMENT "B"



ACAD FILE: H:\40194019002\Site 014\Exhibit\4019002 - Site 014 Easement.dwg, 5/11/2023 4:30 PM, Jesse Patten
 XREFS LOADED: 4019002-Site 014-bdy.dwg, 4019002-014-WATER-RH2.dwg, 4019002-014-BLKG.DWG, 4019002-Site 014-Logo.dwg, 4019002-014-LOC MAP.dwg, 5168-bdy.dwg

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Proj. No.: 4019002-014
 Date: 5-11-23
 Scale: 1"=30'

WATER METER VAULT REPLACEMENT PH 2
WM-0351, SM-0324
 201 N. SHARTEL
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
COUNTY & CITY JAIL
EASEMENT EXHIBIT



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 City/State of Oklahoma 014-014 E.S. Doc. 05-10-2023
 - ENGINEER - SURVEYOR - PLANNER -