



The City of Oklahoma City  
Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102  
(Water/Wastewater) Project No.  
SD-2023-00034

E # 36,485  
PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT KAY-BEE INVESTMENT CO., 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.

KAY-BEE INVESTMENT CO.

Dated this 28<sup>th</sup> day of November, 2023.

By: [Signature]  
CLAY T. FARHA, PRESIDENT & MANAGER

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 28<sup>th</sup> day of November, 2023 by CLAY T. FARHA, as PRESIDENT AND MANAGER of KAY-BEE INVESTMENT CO., LLC.

My Commission Expires: 1/10/27  
My Commission No. 23000436



[Signature]  
Notary Public

ACCEPTED by The City of Oklahoma City  
this 25<sup>th</sup> day of May, 2024  
[Signature]  
City Clerk



REVIEWED for form and legality  
[Signature]  
Assistant Municipal Counselor

3/22

**ATTACHMENT "A"**

**LEGAL DESCRIPTION**

Deercrest Marketplace  
Utility Easement

November 21, 2023

A tract of land being a part of the Southwest Quarter (SW/4) of Section Nine (9), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being a portion of Lot One (1) in Block Three (3) of DEERCREST MARKETPLACE according to the Plat recorded in Book PL75, Page 17, being more particularly described as follows:

Commencing at the Southwest (SW) Corner of said Lot 1;

THENCE North 04°09'26" West, along and with the West line of said Lot 1, a distance of 182.20 feet to the Northwest (NW) Corner of said Lot 1;

THENCE along and with the North line of said Lot 1 the following Four (4) calls:

1. THENCE North 42°45'16" East, a distance of 34.16 feet;
2. THENCE North 89°39'59" East, a distance of 192.25 feet to the POINT OF BEGINNING;
3. THENCE continuing North 89°39'59" East, a distance of 6.41 feet;
4. THENCE on a curve to the left having a radius of 225.00 feet, a chord bearing of North 87°07'59" East, a chord length of 19.89 feet and an arc length of 19.90 feet;

THENCE South 00°20'01" East, departing the North line of said Lot 1, a distance of 5.35 feet;

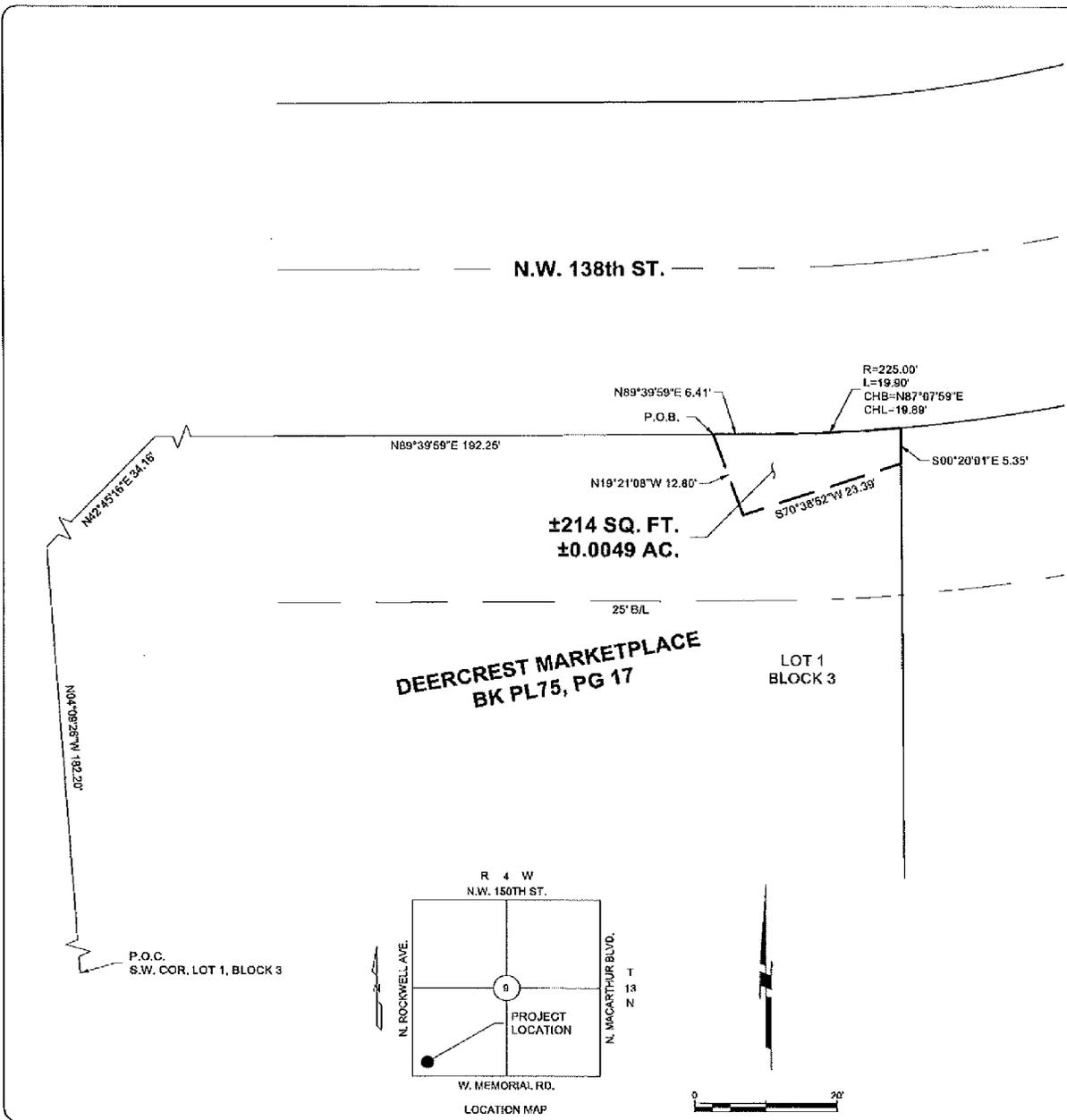
THENCE South 70°38'52" West, a distance of 23.39 feet;

THENCE North 19°21'08" West, a distance of 12.80 feet to the POINT OF BEGINNING.

Containing 214 square feet or 0.0049 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

ATTACHMENT 'A'



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XREFS LOADED: 4122008.bdy.dwg 4122-FPL1.dwg

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Proj. No.: 4122008  
Date: 11-21-23  
Scale: 1"=20'

**DEERCREST MARKETPLACE**  
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**UTILITY EASEMENT**

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Certificate of Authorization #1484 Exp. Date 06-30-2025  
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