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Canadian County, OK 3E

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.

Ret to:

The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
Project No. SB-0043

FB #36,643

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT **Cornerstone Real Property, LLC., an Oklahoma 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 **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.

Cornerstone Real Property, LLC.,
an Oklahoma limited liability company

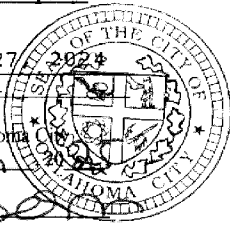
Dated this 21st day of February, 2022.

By: Randy Mecklenburg
Randy Mecklenburg, President of
Cornerstone Properties, Inc., Manager

STATE OF OKLAHOMA, COUNTY OF KINGFISHER, SS.

This instrument was acknowledged before me on this 21st day of February, 2022 by Randy Mecklenburg, as President of Cornerstone Properties, Inc., an Oklahoma corporation, Manager of Cornerstone Real Property, LLC an Oklahoma limited liability company.

My Commission Expires: May 27, 2024
My Commission No. 00006711



Joan M. Watkins
Notary Public

ACCEPTED by The City of Oklahoma
this 14th day of March

Amy K. Simpson
City Clerk

REVIEWED for form and legality
[Signature]
Assistant Municipal Counselor

ATTACHMENT 'A'

**LEGAL DESCRIPTION
PERMANENT EASEMENT****CORNERSTONE REAL PROPERTY, LLC.**

A piece, parcel or strip of land lying in the Southeast Quarter (SE/4) of Section Twenty-four (24), Township Thirteen (13) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being Twenty (20) feet in width, lying Ten (10) feet each side of the following described centerline. Said centerline being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter (SE/4);

THENCE North $89^{\circ}58'08''$ West, along the south line of said Southeast Quarter (SE/4), a distance of 1409.37 feet;

THENCE North $00^{\circ}14'37''$ West, parallel with the west line of said Southeast Quarter (SE/4), a distance of 60.00 feet to the POINT OF BEGINNING;

THENCE South $89^{\circ}58'07''$ East a distance of 259.55 feet;

THENCE North $41^{\circ}42'01''$ East a distance of 307.67 feet;

THENCE North $34^{\circ}06'29''$ East a distance of 166.38 feet to the POINT OF ENDING.

The sidelines of said easement to be shortened or lengthened to form angle points and to terminate at the boundary of the parent tract, at the point of beginning and point of ending of the above described easement strip.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North $89^{\circ}58'08''$ West on the south line of the Southeast Quarter of Section 24, Township 13 North, Range 5 West of the Indian Meridian.

Prepared by: Randall A. Mansfield, Professional Land Surveyor No. 1613
Dodson-Thompson-Mansfield PLLC
20 N.E. 38th Street - OKC, OK 73105
February 8, 2022

