



The City of Oklahoma City  
Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102  
(Water/Wastewater) Project No. SC-1107 Parcel 3

# 36,597

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Piccadilly Square Condominium Owners' Association, Inc., 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 17<sup>th</sup> day of OCT, 20 24

Piccadilly Square Condominium Owners' Association, Inc

, President

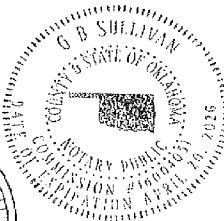
STATE OF OK, COUNTY OF OK-SS, SS.

This instrument was acknowledged before me on this 17<sup>th</sup> day of OCT, 20 24 by SALAH MOHAMED GHANEM,  
President of the Piccadilly Square Condominium Owners' Association, Inc.

My Commission Expires: 20 APR 26

My Commission No. 18004031

G.B. Sullivan  
Notary Public



ACCEPTED by The City of Oklahoma City  
this 3rd day of December  
Amy K. Simpson  
City Clerk



REVIEWED for form and legality

Clay Keith  
Assistant Municipal Counselor

3/22

ATTACHMENT "A"

PARCEL NO. 3  
LEGAL DESCRIPTION

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-two (22) Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma City, Oklahoma County, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot Five (5), Block Three (3), WINDSOR APARTMENT SECTION TWO, according to the plat recorded in Book 39, Page 11 in the office of the Oklahoma County Clerk;

THENCE South 89°39'34" West, a distance of 65.38 feet, to a point on the east line of a 15 foot DRAINAGE EASEMENT, recorded in Book 3781, Page 357;

THENCE North 07°18'12" West, along said east line, a distance of 15.00 feet;

THENCE North 89°39'34" East, a distance of 65.39 feet, to a point on the west line of said Lot 5;

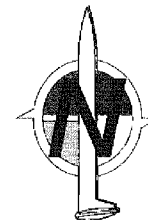
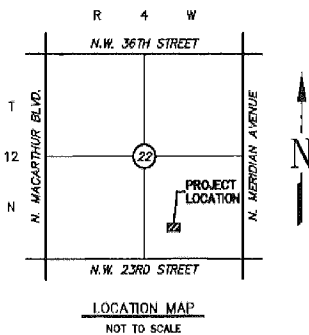
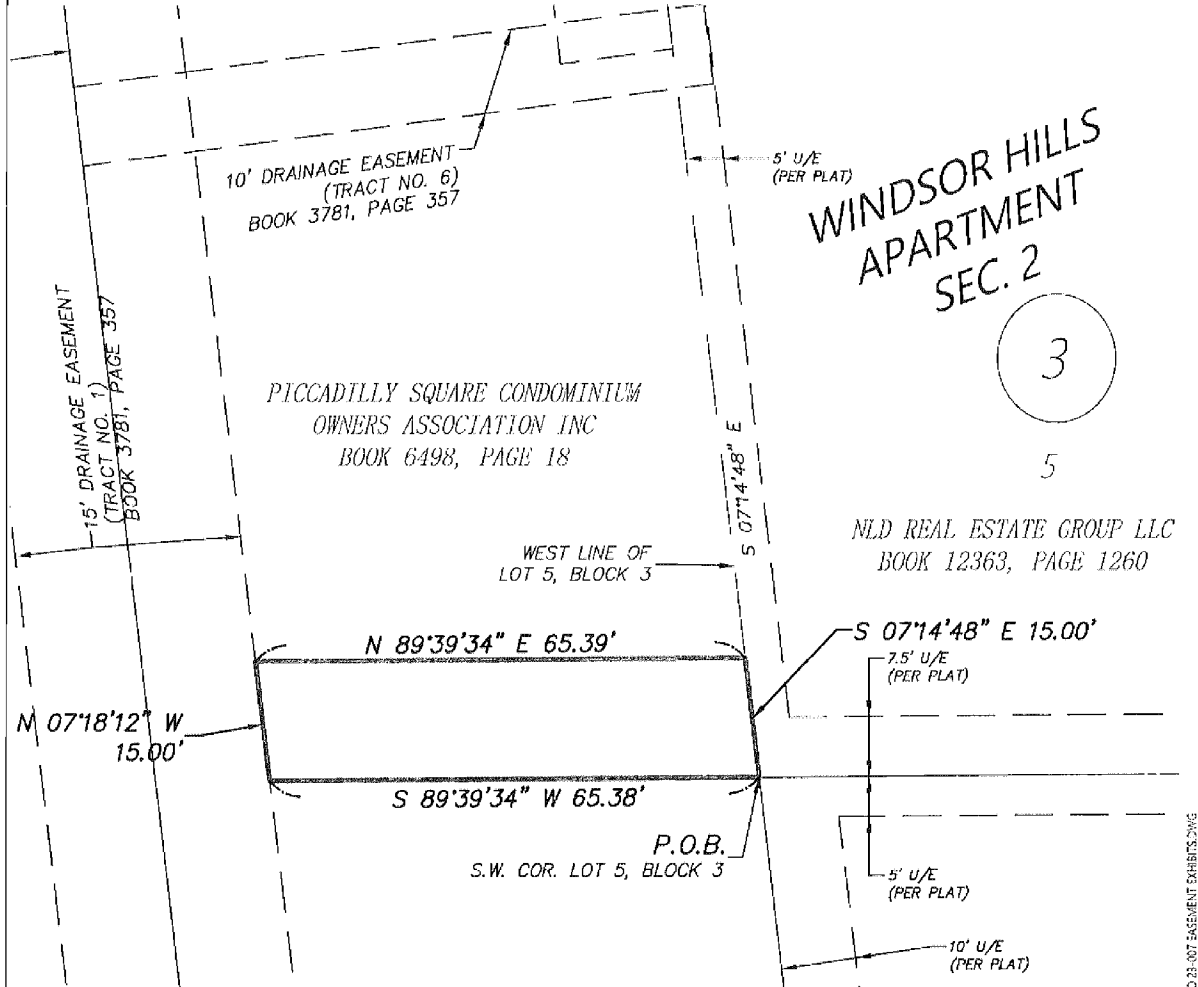
THENCE South 07°14'48" East, along said east line, a distance of 15.00 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 974 square feet or 0.0224 acres, more or less.

The bearing of South 07°14'48" East, as shown on the west line of Block Three (3) WINDSOR HILLS ADDITION SECTION SEVEN, an addition to the City of Oklahoma City, was established using the Oklahoma State Plane Coordinate System North Zone (NAD83)(NSRS 2011) was used as the basis of bearing.

Prepared by:  
Justin Smith, PLS No. 1868  
Smith Roberts Baldischwiler, LLC  
100 N.E. 5th Street  
Oklahoma City, OK 73104  
(405) 840-7094  
Date: April 25, 2024

# ATTACHMENT "B"



FILE 201117037 TASK ORDER 23-007 - SC-1107 SS NW 26THUSJAVEN117037 TO 23-007 EASEMENT EXHIBITS.DWG

Project Number  
117,037

Scale  
1"=20'



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PLANNING

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CERTIFICATE OF AUTHORIZATION NO. 1847 EXPIRES 02/01/2021