



The City of Oklahoma City  
Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102  
(Water/Wastewater) Project No. WA-2023-00048

# 361551

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT LIVEWIRE HOLDINGS, L.L.C. 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.

LIVEWIRE HOLDINGS, L.L.C.

Dated this 7 day of Sept, 2023.

By: [Signature]  
JIM PASSMORE



STATE OF OKLAHOMA, COUNTY OF Canadian, SS.

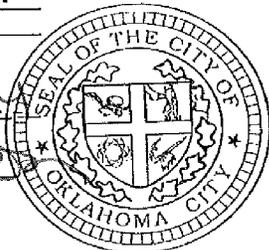
This instrument was acknowledged before me on this 7 day of Sept, 2023 by JIM PASSMORE, as MANAGING Member of LIVEWIRE HOLDINGS, L.L.C.

My Commission Expires: 2/26/24  
My Commission No. 16002087

[Signature]  
Notary Public

ACCEPTED by The City of Oklahoma City  
this 29 day of August, 2024

[Signature]  
City Clerk



REVIEWED for form and legality

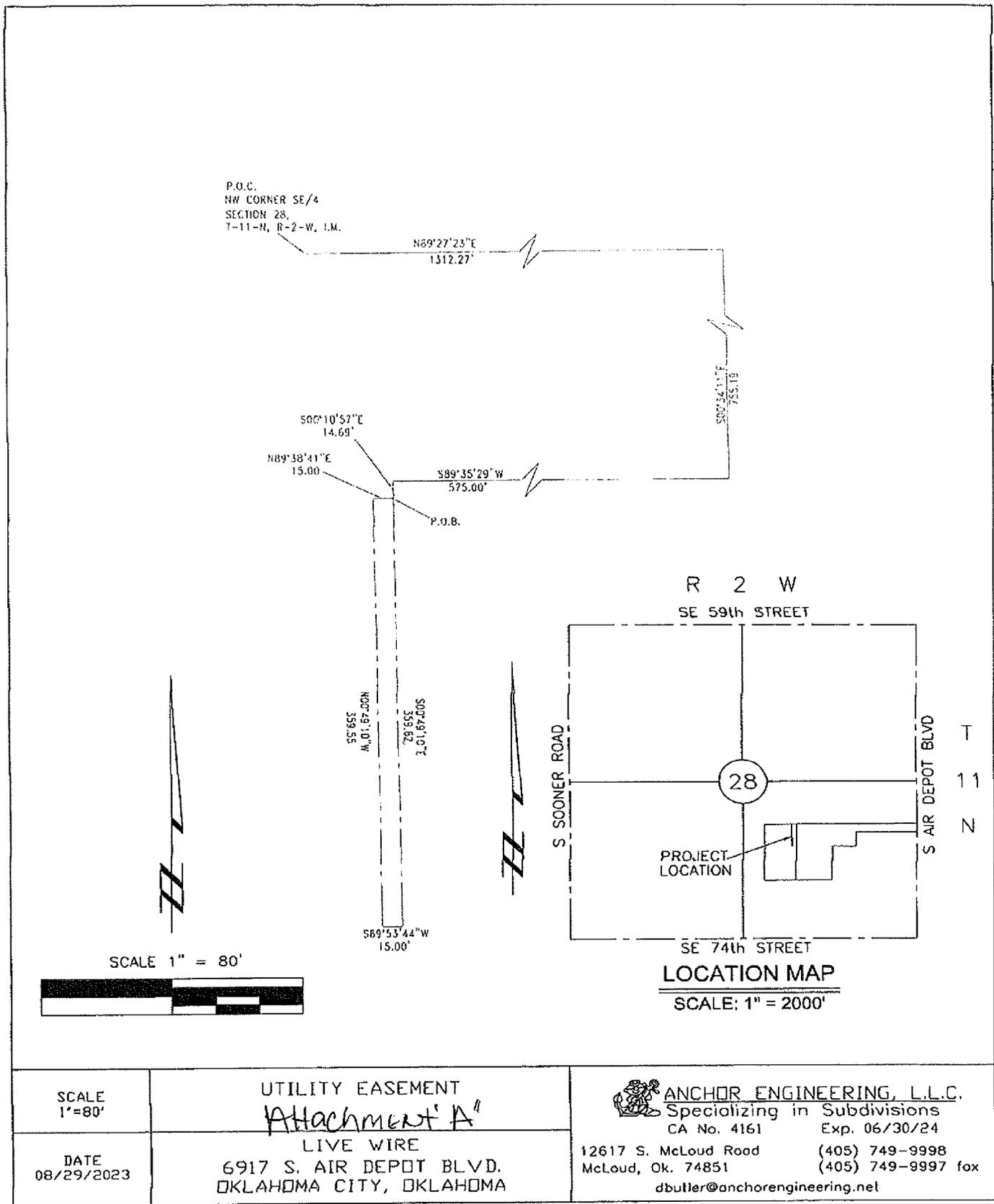
[Signature]  
Assistant Municipal Counselor

3/22

LEGAL DESCRIPTION

Proposed U/E  
 Commencing at the Northwest Corner of the Southeast Quarter (SE/4) of Section Twenty-Eight (28), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma;  
 Thence North 89°27'23" East on the North line of said Southeast Quarter(SE/4) 1312.27 feet to the Northeast Corner of the West Half (W/2) of said Southeast Quarter (SE/4);  
 Thence South 00°34'11" East 755.19 feet;  
 Thence South 89°35'29" West 575.00 feet  
 Thence South 00°10'57" East 14.69 feet; to the Point of Beginning.  
 Thence South 00°49'10" East 359.62 feet;  
 Thence South 89°53'44" West 15.00 feet;  
 Thence North 00°49'10" West 359.55 feet;  
 Thence North 89°38'41" East 15.00 feet to the Point of Beginning.  
 Said Easement containing 0.12 acres more or less and subject to any Rights-of-Way of record.

<p>SCALE N/A</p>	<p>Utility Easement LEGAL DESCRIPTION <i>Attachment "A"</i></p>	 <p><b>ANCHOR ENGINEERING, L.L.C.</b>                  Specializing in Subdivisions                  CA No. 4161 Exp. 06/30/24</p>
<p>DATE 08/29/23</p>	<p>LIVE WIRE 6917 S. AIR DEPOT BLVD. OKLAHOMA CITY, OKLAHOMA</p>	<p>12617 S. McLoud Road (405) 749-9998                  McLoud, Ok. 74851 (405) 749-9997 fax                  dbutler@anchorengineering.net</p>



<p>SCALE 1"=80'</p>	<p>UTILITY EASEMENT <i>Attachment A</i></p>	<p> <b>ANCHOR ENGINEERING, L.L.C.</b> Specializing in Subdivisions CA No. 4161 Exp. 06/30/24</p>
<p>DATE 08/29/2023</p>	<p>LIVE WIRE 6917 S. AIR DEPOT BLVD. OKLAHOMA CITY, OKLAHOMA</p>	<p>12617 S. McLoud Road (405) 749-9998 McLoud, Ok. 74851 (405) 749-9997 fax dbutler@anchorengineering.net</p>