



The City of Oklahoma City  
Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102  
Project No. WC-0930 Parcel 1.1

**ACCESS EASEMENT**

*E # 36,282*

KNOW ALL MEN BY THESE PRESENTS THAT **OKC Outlets I, LLC**, a Delaware 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 trust (collectively "Grantees") a permanent Access Easement over, under, across, through and to the following described property situated in **Oklahoma** County, Oklahoma, shown on **Attachment "A & B" (Subject Property)** for the use of the Grantees for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing access for ingress and egress roadway purposes and associated facilities, connections, utilities, and appurtenances thereto (collectively "Access System") and including 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 easement.

**THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:**

1. Grantor agrees that no building or other similar structure shall be erected on, over, under, across, or through the Subject Property.
2. Grantor agrees that Grantees will not maintain, repair, or replace Grantor's improvements, including but not limited to fencing, pools, sheds, mailboxes, and driveways whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Access System. Grantees agree to give Grantor at least ten business days advance written notice of its intent to move or remove any of Grantor's improvements (except in case of an emergency, in which case Grantees agree to notify Grantor as soon as reasonably practicable). If any of Grantor's landscaping, sprinkler system or parking lot area is removed or damaged as a result of Grantees' operation, maintenance, replacement, expansion or repair of the Access System, Grantees will expeditiously repair all such damage to substantially the same condition as existed prior to Grantees' work.
3. This Permanent Easement does not create an obligation upon the Grantees to construct the Access System or provide services or functions. Once the Access System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Access System in accordance with Grantees' standards and policies and all applicable laws and regulations.

This Access Easement shall be perpetual and exclusive to Grantees and shall run together with and be appurtenant to the Subject Property and shall be binding upon the parties, hereto, their successors and assigns.

Dated this 3<sup>rd</sup> day of July, 2023.

OKC Outlets I, LLC



*[Signature]*  
Manager

STATE OF ILLINOIS, COUNTY OF COOK, SS.

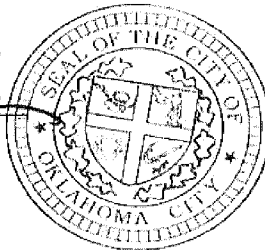
This instrument was acknowledged before me on this 5<sup>th</sup> day of July, 2023 by Joe Concepcion, as Manager of OKC Outlets I, LLC, a Delaware limited liability company.

My Commission Expires: 06/06/2027  
My Commission No. 972811

*Kaci Dykton*  
Notary Public

ACCEPTED by The City of Oklahoma City  
this 15<sup>th</sup> day of August, 2023.

*Whitney K. Simpson*  
City Clerk



REVIEWED for form and legality

*Clay 3 KEH*  
Assistant Municipal Counselor

*3/22*

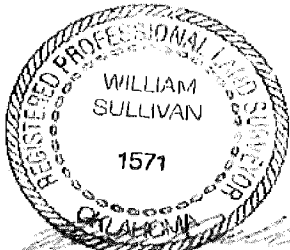
## ATTACHMENT A

## PARCEL 1.1

PERMANENT EASEMENT

A TRACT OF LAND OF THE NORTHEAST QUARTER (NE/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION FIVE (5), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR(4) WEST OF THE INDIAN BASE AND MERIDIAN, OKLAHOMA COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTH HALF OF SAID SECTION 5, THENCE S89°47'29"W ALONG THE NORTH LINE OF SAID SECTION 5 A DISTANCE OF 474.00 FEET; THENCE S0°12'31"E PERPENDICULAR TO SAID NORTH LINE A DISTANCE OF 75.00 FEET TO A POINT ON THE RIGHT OF WAY LINE OF SAID SECTION 5, SAID POINT BEING THE POINT OF BEGINNING; THENCE S0°14'18.85"E ALONG THE WEST LINE OF A PERMANENT EASEMENT RECORDED IN BOOK 12605 PAGE 659, OKLAHOMA COUNTY, OKLAHOMA, A DISTANCE OF 20.04 FEET; THENCE S89°47'28.53"W ALONG THE NORTH LINE OF SAID PERMANENT EASEMENT (BOOK 12605 PAGE 659) A DISTANCE OF 75.03 FEET, TO A POINT ON THE EAST LINE OF A PERMANENT EASEMENT RECORDED IN BOOK 2895 PAGE 486, OKLAHOMA COUNTY, OKLAHOMA; THENCE N0°12'33.83W ALONG THE WEST LINE OF SAID PERMANENT EASEMENT (BOOK 2895, PAGE 486) A DISTANCE OF 20.00 FEET TO A POINT ON THE SAID RIGHT OF WAY LINE; THENCE N89°45'46.06"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 75.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES OR 1501.96 SQUARE FEET, MORE OR LESS.

REAL PROPERTY CERTIFICATION

I, \_\_\_\_\_, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

04/26/2023  
DATE:

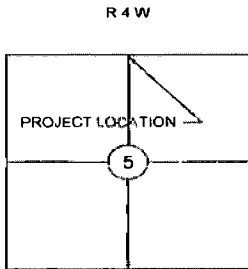
DATE: 4-5-23

REVISION DATE: 04/26/2023

## ATTACHMENT B

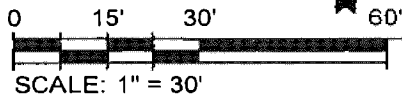
WC-0930 - WATER TRANSMISSION MAIN AND  
IMPROVEMENTS TO BOOSTER STATION NO. 9

JOB: CITY OF OKLAHOMA CITY  
 PARCEL NO.: 1.1  
 COUNTY: OKLAHOMA  
 LOCATION DESC: NE/4 NW/4, SEC. 5, T-11-N, R-4-W  
 BEFORE GROSS (MORE OR LESS): 3.24 AC.  
 PERMANENT SANITARY SEWER EASEMENT: 0.03 AC.  
 TEMP. R/W: 0 S.F. 0 AC.  
 REMAINDER: 139.8 7.6 S. 3.21 AC.  
 OWNER: CITY OF OKLAHOMA CITY



## LOCATION MAP

BEARINGS BASED ON OKLAHOMA STATE PLANE GRID NORTH ZONE

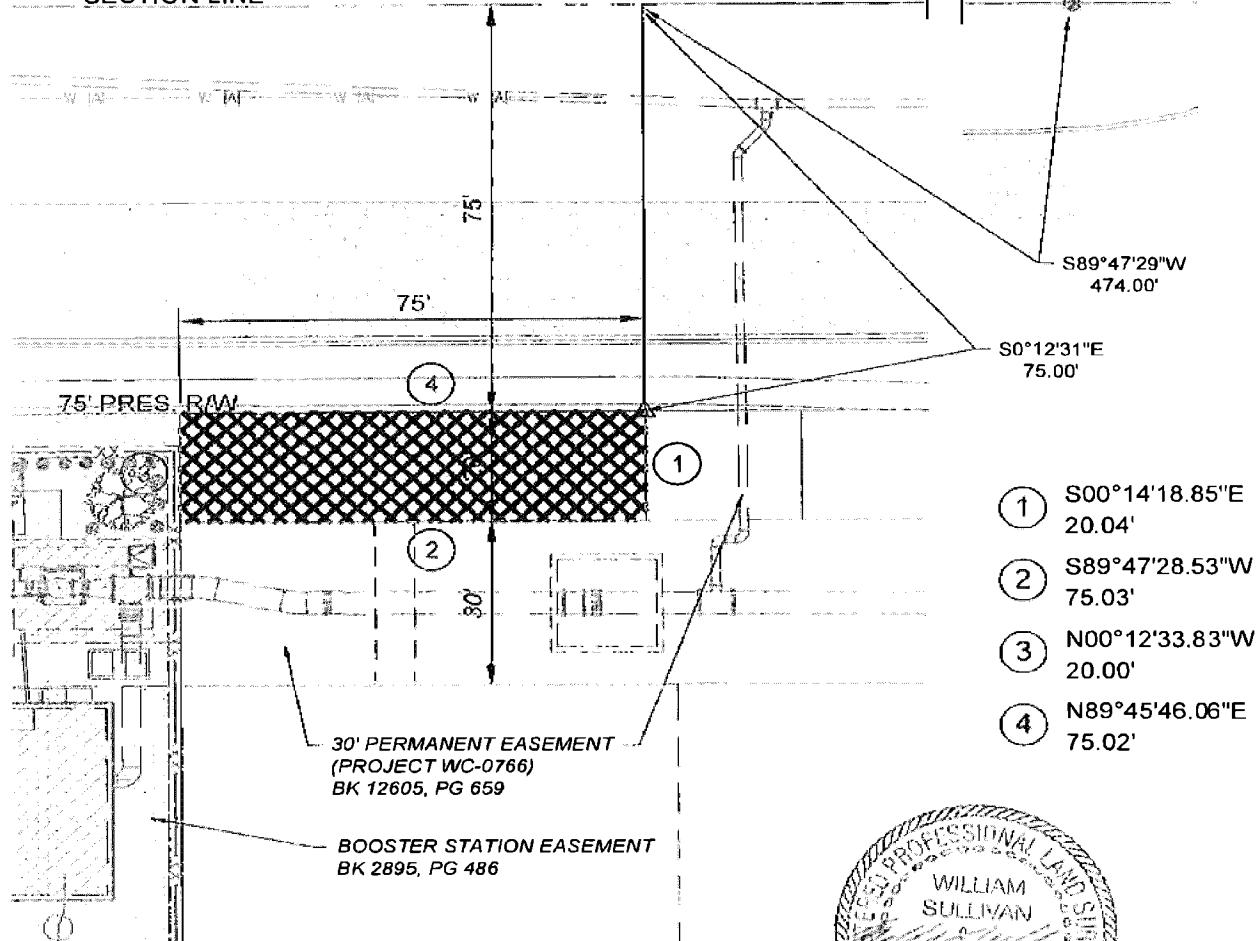


## LEGEND

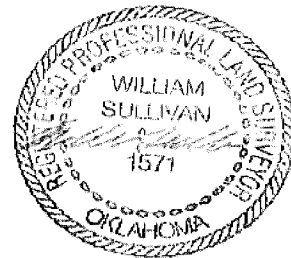


POC  
 NORTHEAST CORNER  
 SEC. 5, T-11-N, R-4-W

## SECTION LINE



- ① S00°14'18.85"E  
20.04'
- ② S89°47'28.53"W  
75.03'
- ③ N00°12'33.83"W  
20.00'
- ④ N89°45'46.06"E  
75.02'



DATE: 04-05-23

REVISION DATE: 08/10/2023