



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.

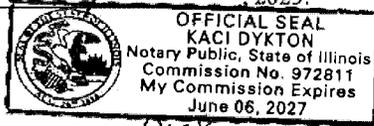
**THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:**

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

ILLINOIS  
STATE OF OKLAHOMA, COUNTY OF COOK, SS.

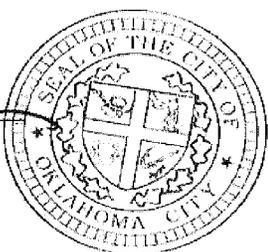
This instrument was acknowledged before me on this 5<sup>th</sup> day of July, 2023 by Joe Concepcion, as **Manager of OKC Outlets I, LLC, a Delaware limited liability company.**

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.

*Whye H. Simpson*  
\_\_\_\_\_  
City Clerk



REVIEWED for form and legality  
*[Signature]*  
\_\_\_\_\_  
Assistant Municipal Counselor

*3/22*



