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Pam Howlett - Cleveland County Clerk, OK  
Fee: \$22.00 nb  
Electronically Filed



The City of Oklahoma City  
Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102  
(Streets and Utilities) Project No. PC-0707

E# 36,609

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Curtis J. Straka and Terri M. Straka, Trustees of The Curtis and Terri Straka Living Trust, dated the 8th day of May, 2018, 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 Cleveland 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 public streets and water and wastewater systems and associated facilities, connections, utilities, sidewalks, drainage, storm sewers, traffic controls, and appurtenances thereto (collectively "Streets and 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 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 Streets and/or Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair these Streets and/or Utility Systems, or provide services or functions.
4. 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.
5. Grantee will backfill holes and re-sod excavated, and re-graded land disturbed by Grantee or its contractor.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

Dated this 11<sup>th</sup> day of November, 2024.

Curtis J. Straka, Trustee  
  
Terri M. Straka, Trustee

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 11<sup>th</sup> day of November, 2024 by Curtis J. Straka and Terri M. Straka, Trustees of The Curtis and Terri Straka Living Trust, dated the 8th day of May, 2018.

My Commission Expires: 10/06/26  
My Commission No. 22013547



Notary Public

ACCEPTED by The City of Oklahoma City  
this 25<sup>th</sup> day of December, 2024.

City Clerk



REVIEWED for form and legality

Assistant Municipal Counselor

3/22

Streets and Utilities Permanent Easement Corp Form 2019

## ATTACHMENT "A"

### LEGAL DESCRIPTION

**PC-0707**

**PARCEL NO. 7**

The South Seventeen (17) feet of the North Fifty (50) feet of the East One-Hundred Sixty and Four tenths (160.40) feet of the following tract of land described in Special Warranty Deed, recorded in Book 6449, Page 183:

The following described real property and premises situation in Cleveland County, Oklahoma to-wit:

Being a part of the West Half of the Northwest Quarter (W1/2NW1/4) of Section 29, Township 10 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of said West Half of the Northwest Quarter (W1/2 NW1/4) of Section 29; thence S. 89°19'00" E. and along the North line of said NW1/4 for a distance of 301.65 feet to the point of beginning; thence continuing S. 89°19'00" E. for a distance of 358.353 feet; thence South for a distance of 614.27 feet; thence N. 87°38'51" W. for a distance of 358.63 feet; thence North a distance of 603.82 feet to the point of beginning AKA Tract 15, LESS AND EXCEPT the East 35.00 feet of said described tract which is reserved for road purposes; also known as 1600 S.W. 149<sup>th</sup> Street, Oklahoma City, Oklahoma 73170.

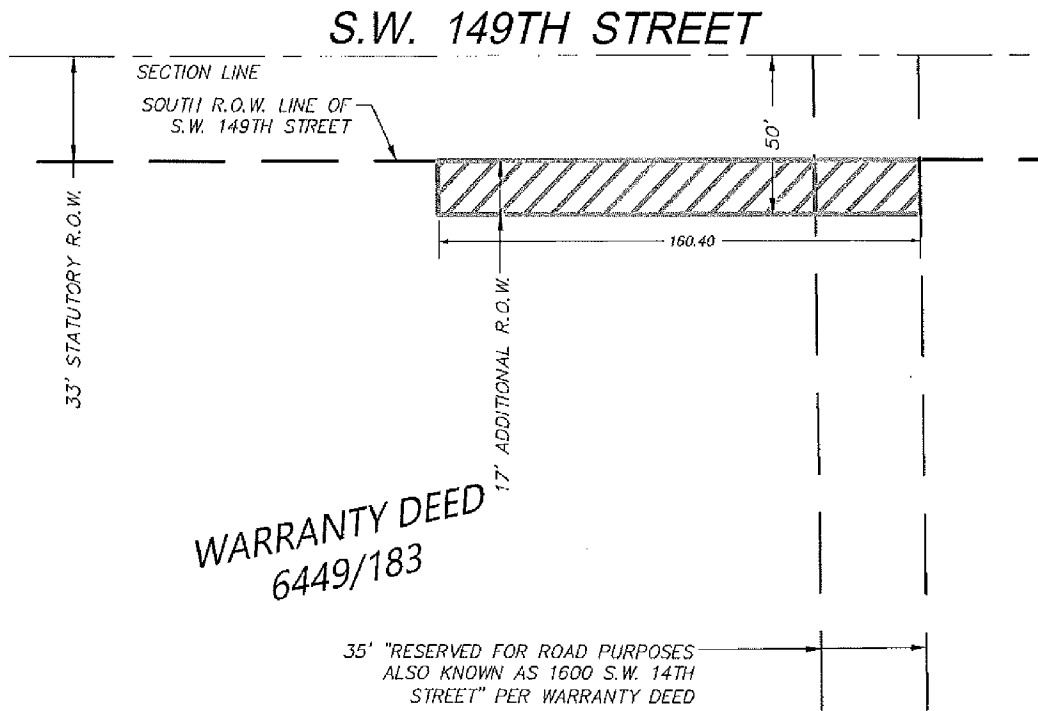
Said tract of land contains an area of 2,727 square feet or 0.0626 acres, more or less.

Prepared by:

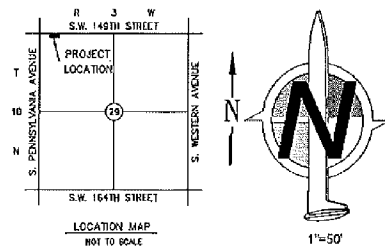
Taylor Denniston, PLS No. 1787  
Smith Roberts Baldischwiler, LLC  
100 N.E. 5th Street  
Oklahoma City, OK 73104  
(405) 840-7094

PARCEL NO. 7  
PC-0707

# ATTACHMENT "B"



PART OF NW/4 SEC. 29,  
T. 10 N., R. 3 W., I.M.



P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

NAD83 OKLAHOMA  
STATE PLANES, NORTH  
ZONE, U.S. FOOT

DATE: OCTOBER 05, 2023  
S.W. 149TH ST. EAST OF PENN.  
ROADWAY EASEMENT  
**ATTACHMENT "B"**  
PARCEL NO. 7  
PROJECT NO. PC-0707



**ENGINEERING**  
**SURVEYING**  
**PLANNING**

OKLAHOMA CITY  
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CERTIFICATE OF ADOPTION OF THIS PROJECT NO. 7