



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WF-2022-00128

PERMANENT EASEMENT

Ent 36,425 E90 #53

KNOW ALL MEN BY THESE PRESENTS THAT Crooked Oak Schools³ 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.

Dated this 23rd day of May, 20 23 By: Victoria Barrington
Signatory Name, President of School Board

STATE OF OKLAHOMA, COUNTY OF OK, SS.

This instrument was acknowledged before me on this 23rd day of May, 20 23 by Victoria Barrington as President of School Board of Crooked Oak Schools.

My Commission Expires: 11/2/26
My Commission No. 18000364



APRIL DWYER
Notary Public
State of Oklahoma

April Dwyer
Notary Public

ACCEPTED by The City of Oklahoma City
this 10th day of February
Wm. K. Simpson
City Clerk



Chris Ball
Assistant Municipal Counselor

3/22

ATTACHMENT "A"

LEGAL DESCRIPTION

**Variety Care Crooked Oak
Easement**

May 16, 2023

A tract of land being a part of Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and a portion of Lot or Block Thirty-two (32) in JONES ADDITION, according the Plat recorded in Book PL4, Page 31, being more particularly described as follows:

COMMENCING at the Southwest (SW) Corner of said Southwest Quarter (SW/4);

THENCE North 00°22'19" East, along and with the West line of said Southwest Quarter (SW/4), a distance of 448.50 feet;

THENCE North 90°00'00" East, departing said West line, a distance of 50.00 feet to a point on the East line of an easement in favor of the City of Oklahoma City recorded in Book 6798, Page 2168 (OKC Easement), said point being the POINT OF BEGINNING;

THENCE North 00°22'19" East, along and with the East line of said OKC Easement, a distance of 15.00 feet;

THENCE North 90°00'00" East, departing said East line, a distance of 31.00 feet;

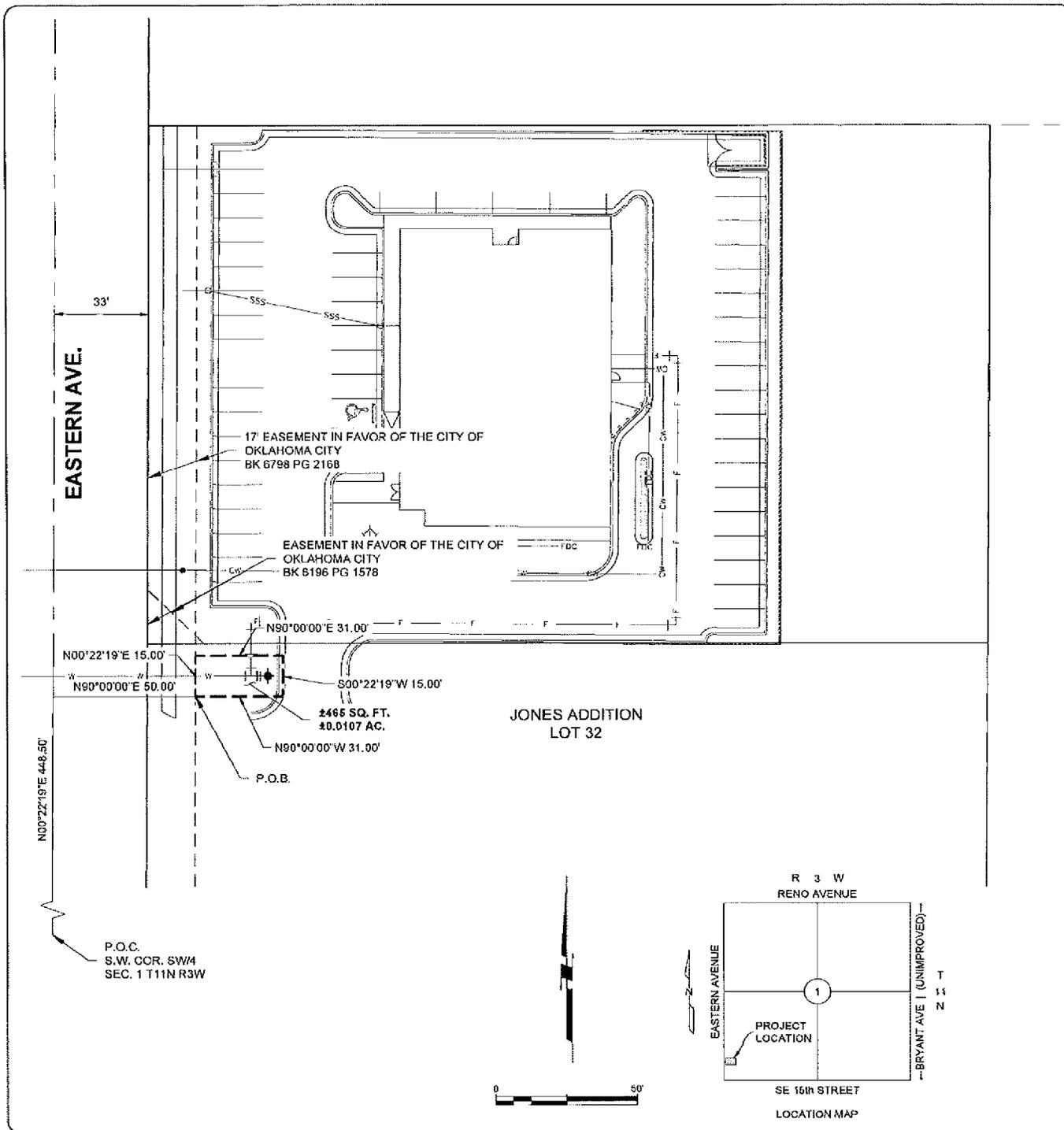
THENCE South 00°22'19" West, a distance of 15.00 feet;

THENCE North 90°00'00" West, a distance of 31.00 feet to the POINT OF BEGINNING.

Containing 465 square feet or 0.0107 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

ATTACHMENT "A"



ACAD FILE: H:\2409\2409023\Drawings\2409023-Easement.dwg, 01/16/2023 3:37 PM, Matt Johnson
 XREFS LOADED: 2409023-b.dwg, 2409023-BK60.dwg

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Proj. No.: 2409023
 Date: 5-16-23
 Scale: 1"=50'

VARIETY CARE - CROOKED OAK
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
EASEMENT

Johnson & Associates
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 258-5570 FAX (405) 232-5570 www.jaoks.com
 Certificate of Authorization M1424 Exp. Date 02-30-2023
 ENGINEERS • SURVEYORS • PLANNERS