



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) WF-2023-00109

E #36,648

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT CHLOETA REAL ESTATE INVESTMENTS LLC, 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.

CHLOETA REAL ESTATE INVESTMENTS LLC.

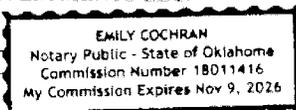
Dated this 29 day of April, 2024.

By: *Mike Moore*
Mike Moore, Manager

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 29 day of April, 2024 by **Mike Moore**, as **Manager** of **CHLOETA REAL ESTATE INVESTMENTS LLC**.

My Commission Expires: 11/9/26
My Commission No. 1804416



Emily Cochran
Notary Public

ACCEPTED by The City of Oklahoma City
this 14 day of March, 2025

Maressa Treat
City Clerk



REVIEWED for form and legality

Maressa Treat
Assistant Municipal Counselor

3/22

ATTACHMENT "A"

LEGAL DESCRIPTION

Chioeta
Utility Easement

April 23, 2024

A tract of land being a part of the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Block Eight (8) in the recorded plat ADAM'S ADDITION, being more particularly described as follows:

Commencing at the Northeast (NE) Corner of said Northeast Quarter (NE/4);

THENCE South 00°08'30" East, along and with the East line of said NE/4, a distance of 389.62 feet;

THENCE South 89°51'30" West, departing said East line, a distance of 50.00 feet to a point on the West line of an easement in favor of Oklahoma City recorded in Book 11405, Page 1828, also being the POINT OF BEGINNING;

THENCE South 00°08'30" East, along and with the West line of said Oklahoma City Easement, a distance of 15.00 feet;

THENCE South 89°51'30" West, departing said West line, a distance of 205.66 feet;

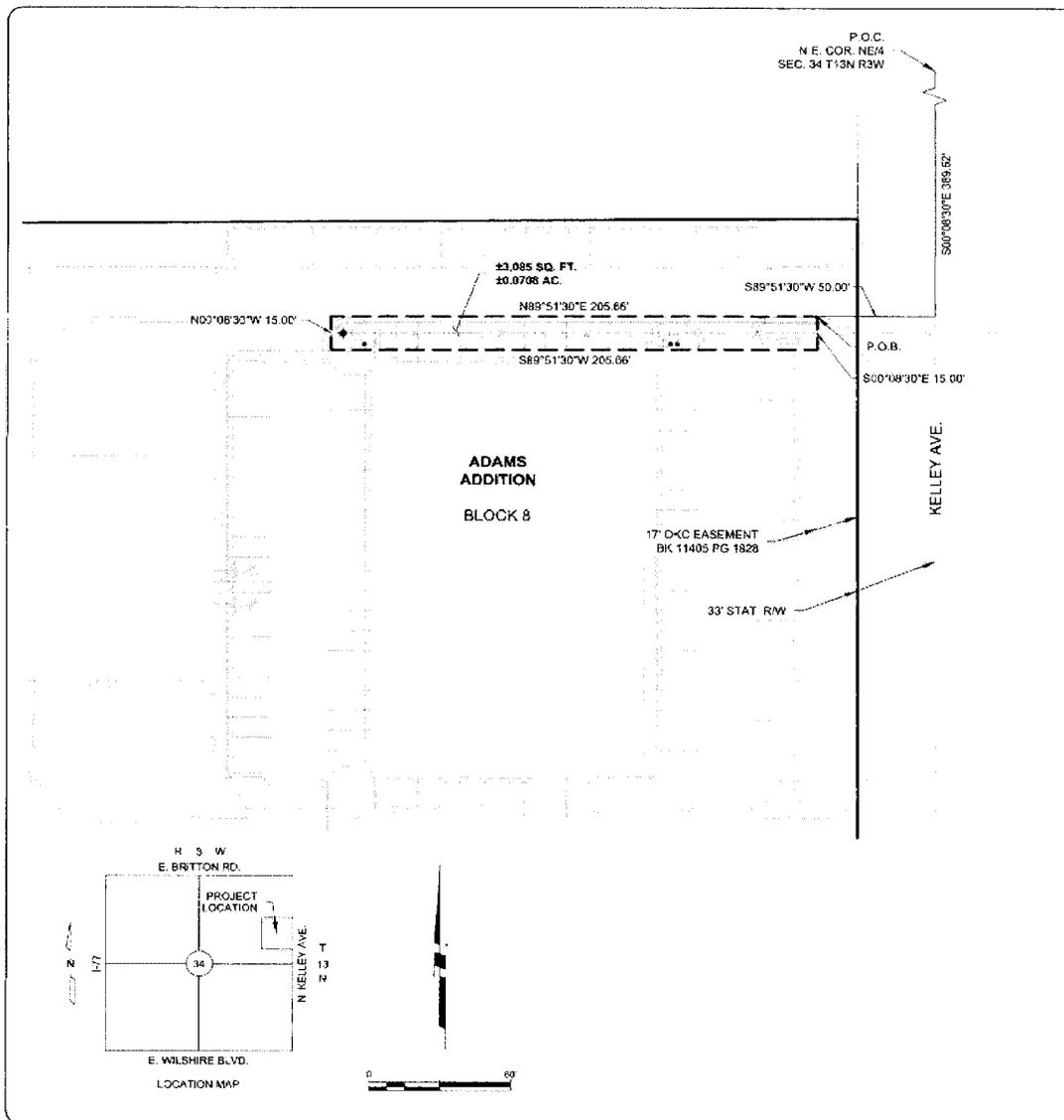
THENCE North 00°08'30" West, a distance of 15.00 feet;

THENCE North 89°51'30" East, a distance of 205.66 feet to the POINT OF BEGINNING.

Said tract of land containing 3,085 square feet or 0.0708 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:\4695\AHN\5450-Exemption.dwg, 3/23/2024 11:28 AM, Jesse Flynn
 XREFS LOADED: 5459.dwg, 5459.BKGD.dwg

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Proj. No: 5459
 Date: 4-23-24
 Scale: 1"=60'

CHLOETA
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
UTILITY EASEMENT

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 Registration of Architects #1404 Exp. Date 06-30-2025
 ENGINEERS • SURVEYORS • PLANNERS