



Doc#: R 2024 29296
Bk&Pg: RB 5944 469-471
Filed: 12-05-2024 TMH
01:05:16 PM EA
Canadian County, OK 3E

Ret to:

The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WF-2023-00120

Est # 36,599

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT CANADIAN COUNTY EDUCATION FACILITIES AUTHORITY 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 Canadian 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.

CANADIAN COUNTY EDUCATION FACILITIES AUTHORITY

Dated this 5th day of February, 2024.

By: Tomas Manske

STATE OF OKLAHOMA, COUNTY OF Canadian, SS.

This instrument was acknowledged before me on this 5th day of February, 2024 by Tomas Manske as Trustee Chairman of CANADIAN COUNTY EDUCATION FACILITIES AUTHORITY

My Commission Expires: 3/12/24
My Commission No. 20003021



Kimberly Kaus
Notary Public

ACCEPTED by The City of Oklahoma City
this 3rd day of December, 2024

Amber Simpson
City Clerk



REVIEWED for form and legality

Janet Stuenkel
Assistant Municipal Counselor

3/22

Water Wastwater Permanent Easement Corp Form 2018

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.

ATTACHMENT "A"
LEGAL DESCRIPTION
UTILITY EASEMENT
WF-2023-00120

A tract of the land located in the Northwest Quarter (NW/4) of Section Twenty-Three (23), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows;

COMMENCING at the Southwest corner of said Northwest Quarter (NW/4);

THENCE North 00°11'52" West, along the west line of said Northwest Quarter (NW/4), a distance of 1345.65 feet;

THENCE North 89°48'08" East a distance of 50.00 feet, to a point on the east right-of-way line of S. Sara Road, said point being the POINT OF BEGINNING;

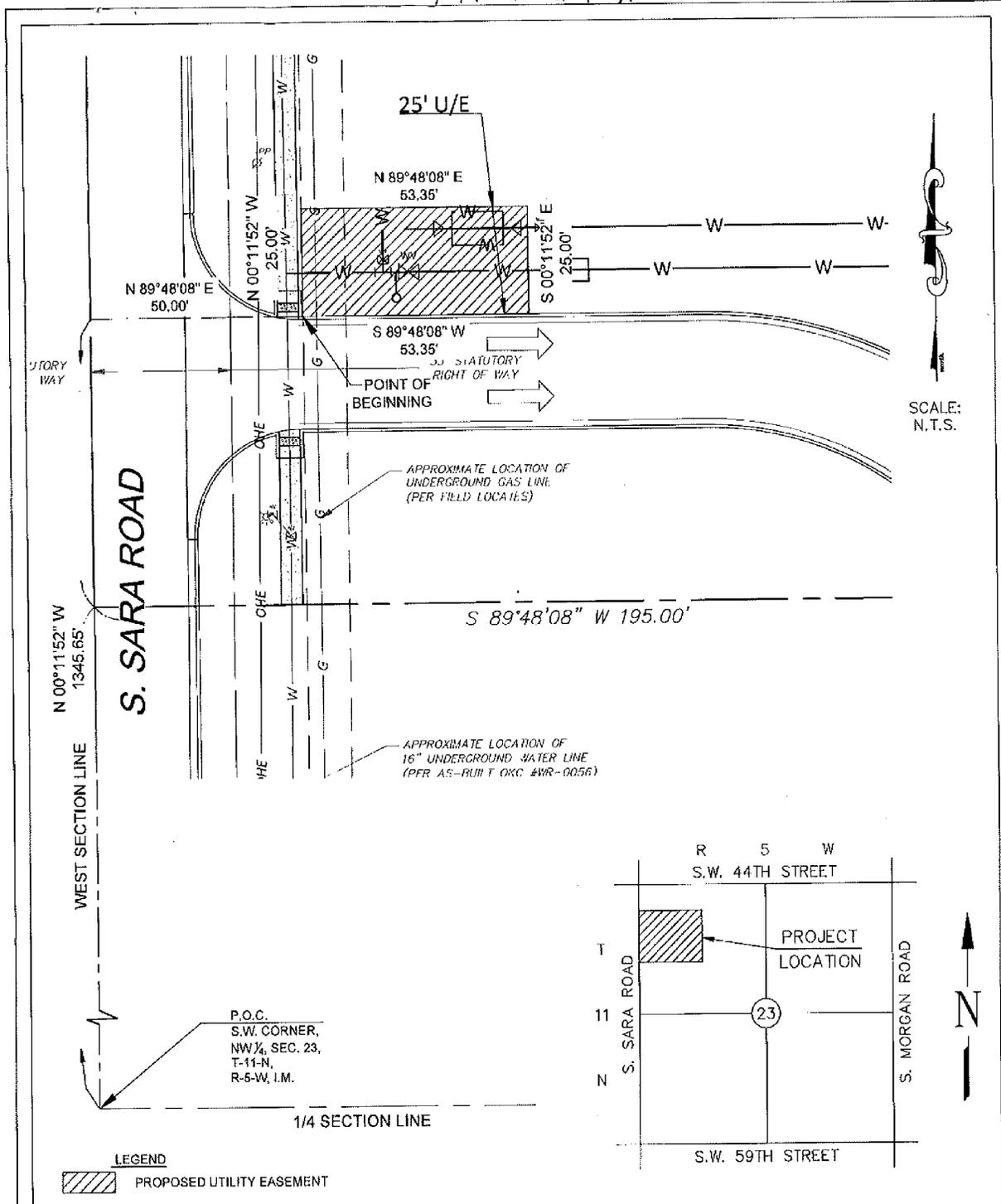
THENCE North 00°11'52" West, along said east right-of-way line, a distance of 25.00 feet

THENCE North 89°48'08" East a distance of 53.35 feet;

THENCE South 00°11'52" East parallel with said east right-of-way line, a distance of 25.00 feet;

THENCE South 89°48'08" West a distance of 53.35 feet to the POINT OF BEGINNING;

Attachment "A"



MUSTANG ELEMENTARY SCHOOL #9
 4800 S. SARA ROAD
 OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA
 UTILITY EASEMENT (WF-2023-00120)

PROJ. 117245
 DATE: 01-03-24
 DRAWN BY: LHI
 DESIGNED BY: CBT
 CHECKED BY: GN

SMITH ROBERTS ENGINEERING SURVEYING PLANNING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 3926 (EXPIRES MARCH 30, 2025)