

The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No.

WF 2023 00100

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT [TPYYUKON, 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 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.

[TPYYUKON, LLC]

Dated this 7 day of Dec, 2023.

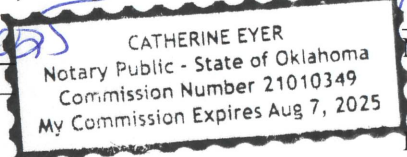
By: [Signature]
[ATUL PATEL] [MANAGING PARTNER]

STATE OF OKLAHOMA, COUNTY OF Key, SS.

This instrument was acknowledged before me on this 7 day of December, 2023 by **[ATUL PATEL]**, as **[MANAGING PARTNER]** of **[TPYYUKON, LLC]**.

My Commission Expires: Aug 7, 2025

My Commission No. 21010349



[Signature]
Notary Public

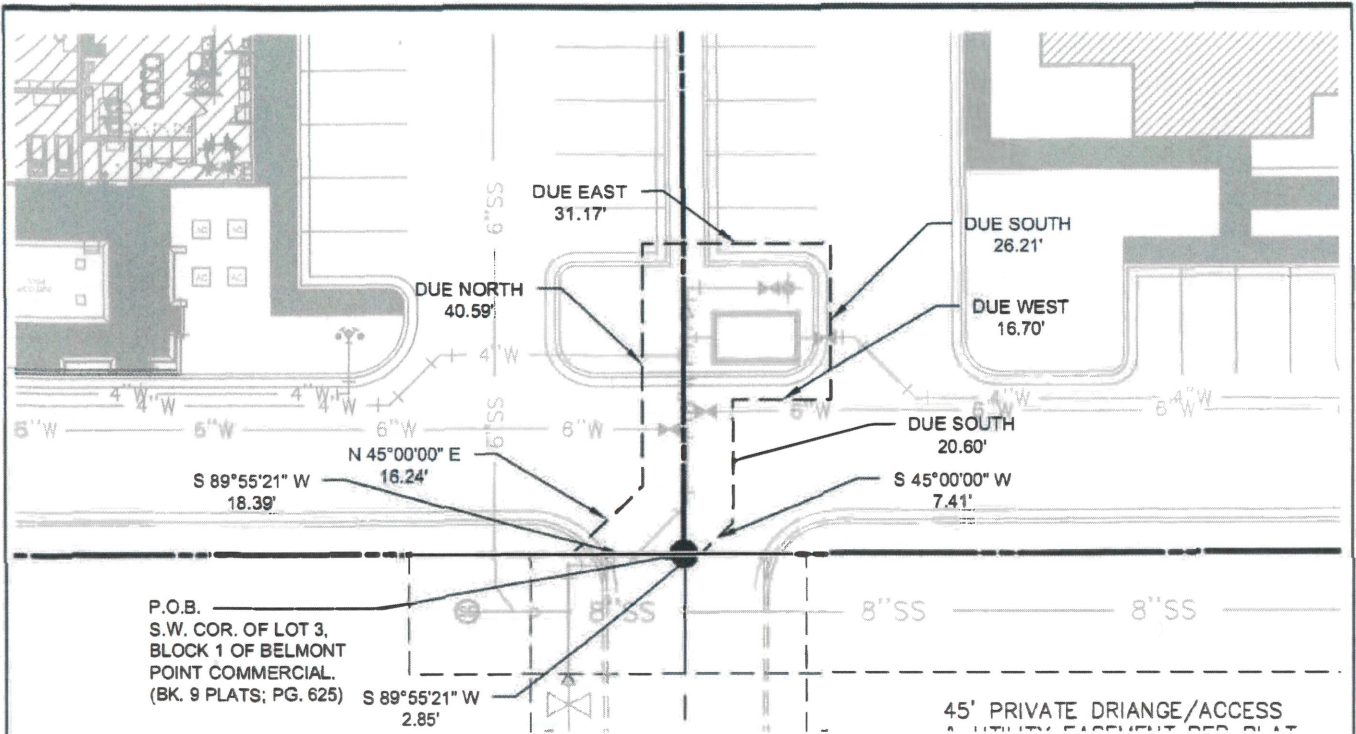
ACCEPTED by The City of Oklahoma City
this ____ day of _____, 20____.

REVIEWED for form and legality

[Signature]
Assistant Municipal Counselor

City Clerk

EASEMENT ATTACHMENT A



LEGAL DESCRIPTION FOR PROPOSED EASMENT:

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 12 NORTH, RANGE 5 WEST OF THE I.M., CANADIAN COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF LOT 3, BLOCK 1 OF BELMONT POINT COMMERCIAL (BK. 9 PLATS; PG. 625), SAID POINT ALSO BEING THE POINT OF BEGINNING.

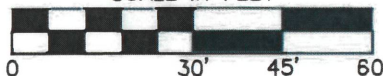
THENCE S 89°55'21" W A DISTANCE OF 18.39 FEET;
 THENCE N 45°00'00" E A DISTANCE OF 16.24 FEET;
 THENCE A DISTANCE 40.59 FEET DUE NORTH;
 THENCE A DISTANCE 31.17 FEET DUE EAST;
 THENCE A DISTANCE 26.21 FEET DUE SOUTH;
 THENCE A DISTANCE 16.70 FEET DUE WEST;
 THENCE A DISTANCE 20.60 FEET DUE SOUTH;
 THENCE S 45°00'00" W A DISTANCE OF 7.41 FEET;
 THENCE S 89°55'21" W A DISTANCE OF 2.85 FEET TO POINT OF BEGINNING.



NOT TO SCALE



SCALE IN FEET



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