



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WA-2022-00114

E#361526

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Landmark True 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 Cleveland 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.

Landmark True Investments, LLC

Dated this 19th day of August, 2024.

By: Matthew Reeves
, Manager

STATE OF OKLAHOMA, COUNTY OF Cleveland, SS.

This instrument was acknowledged before me on this 19th day of August, 2024, by Matthew Reeves, and Stacey Masopust as Manager of Landmark True Investments, LLC.

My Commission Expires: 5/6/2028
My Commission No. 20004894

Stacey Masopust
Notary Public

ACCEPTED by The City of Oklahoma City
this 22nd day of August, 2024
Pam Howlett
City Clerk



REVIEWED for form and legality

Francis Mann
Assistant Municipal Counselor

4/24

ATTACHMENT "A"

LEGAL DESCRIPTION

MANNING ESTATES SECTION 1 WATERLINE & UTILITY EASEMENTS OKLAHOMA CITY, CLEVELAND COUNTY, OKLAHOMA

Being Utility and Waterline easements lying in the Southeast Quarter S.E. ¼, of Section Nine (9), Township Ten North (T10N), Range Four West (R4W), of the Indian Meridian, Oklahoma City, Cleveland County, Oklahoma;

An easement being a 15.00 feet wide utility easement and being more particularly described as follows:

COMMENCING at the Southeast corner of said S.E. ¼; THENCE North 00°57'46" West along the East line of said S.E. ¼ a distance of 1389.34 feet; THENCE South 89°02'14" West a distance of 332.38 feet; THENCE North 04°28'27" East a distance of 206.61 feet to a point on a non-tangent curve; THENCE along a curve to the right having a radius of 200.00 feet (said curve subtended by a chord which bears South 59°13'17" West a distance of 165.57 feet) with an arc length of 170.71 feet; THENCE South 45°45'24" West a distance of 37.57 feet; THENCE South 04°28'27" West a distance of 128.14 feet to the **POINT OF BEGINNING**;

THENCE continuing South 04°28'27" West a distance of 22.64 feet; THENCE South 89°04'27" West a distance of 15.07 feet to **POINT "A"**; THENCE North 04°28'27" East a distance of 24.05 feet; THENCE South 85°31'33" East a distance of 15.00 feet to the **POINT OF BEGINNING**. Said easement contains 0.01 acres, more or less.

And also,

An easement being a 10.00 feet wide utility easement and being more particularly described as follows:

COMMENCING at said **POINT "A"**; THENCE South 89°04'27" West a distance of 35.16 feet to the **POINT OF BEGINNING**;

THENCE continuing South 89°04'27" West a distance of 512.26 feet to **POINT "B"**; THENCE North 00°55'33" West a distance of 10.00 feet; THENCE North 89°04'27" East a distance of 513.20 feet; THENCE South 04°28'27" West a distance of 10.04 feet to the **POINT OF BEGINNING**.

Said easement contains 0.12 acres, more or less.

And also,

An easement being a 15.00 feet waterline easement and being more particularly described as follows:

COMMENCING at said **POINT "B"**; THENCE South 89°04'27" West a distance of 35.00 feet to the **POINT OF BEGINNING**;

THENCE continuing South 89°04'27" West a distance of 15.00 feet; THENCE North 00°55'33" West a distance of 30.00 feet; THENCE North 89°04'27" East a distance of 15.00 feet; THENCE South 00°55'33" East a distance of 30.00 feet to the **POINT OF BEGINNING**. Said easement contains 0.01 acres, more or less.

