



Doc#: R 2025 7920  
 Bk&Pg: RB 6003 1228-1230  
 Filed: 04-09-2025 DAR  
 03:00:05 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  
 (Streets and Utilities) Project PC-0760 Parcel 2

*E# 36, 455*

# **PERMANENT EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS THAT** Milestone Land Group 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 "B"** ("**Subject Property**") for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing public streets and water and wastewater systems and associated facilities, connections, utilities, sidewalks, drainage, storm water, traffic controls, and appurtenances thereto (collectively "Streets and 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 agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, shrubs, trees, 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 Streets and/or Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair these Streets and/or Utility Systems, or provide services or functions.
4. 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

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respective parties, hereto, their successors and assigns.

Streets and Utilities Easement Corp 2025  
Milestone Land Group LLC

Dated this 26<sup>th</sup> day of Feb., 2025.

By: \_\_\_\_\_

Peter Gudmundson (President) [ ] [ ] [ ] [ ]

Minnesota  
STATE OF ~~OKLAHOMA~~ )

) SS:  
COUNTY OF Hennepin )

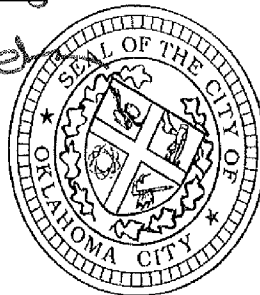
This instrument was acknowledged before me on this 26<sup>th</sup> day of Feb., 2025 by 1 peter Gudmundson, as [ ] of Milestone Land Group LLC.

My Commission Expires: January 31<sup>st</sup> 2029 Notary Public  
My Commission No. \_\_\_\_\_



ACCEPTED by The City of Oklahoma City  
this 8<sup>th</sup> day of April, 2025

Amy K. Simpson  
City Clerk



REVIEWED for form and legality.

[Signature]  
Assistant Municipal Counselor

