



The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.

Oklahoma City, Oklahoma 73102

(Drainage Streets and Utilities) Project No. TC-0506 Parcel 2P

PERMANENT EASEMENT

E #36398
G.O.B.
KNOW ALL MEN BY THESE PRESENTS THAT The Salvation Army, a Georgia Corporation, 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 public streets and water and wastewater systems and associated facilities, connections, utilities, sidewalks, drainage, storm sewers, traffic controls, and appurtenances thereto (collectively "Drainage, 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, 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 Drainage, 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 the Drainage, Streets and/or Utility Systems, or provide services or functions. Grantees only maintain Drainage, Streets and/or Utility Systems constructed and owned by the Grantees and Drainage, Streets and/or Utility Systems constructed by others and specifically conveyed to and accepted by formal action of the governing body of the Grantees.
4. Grantees do not own the creek, river, lake, detention pond, if any, on or adjacent to the Subject Property by virtue of this Permanent Easement. Grantees do not own the drainage canal unless constructed by the Grantees. Grantees 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.

The Salvation Army, a Georgia Corporation

Dated this _____ day of _____, 2023.

By: _____

[Signature]
[NAME OF PERSON] [TITLE]

JAMES K. SEILER, TREASURER

Georgia
STATE OF ~~OKLAHOMA~~, COUNTY OF *Brookhaven*, SS.

This instrument was acknowledged before me on this *16* day of *May*, 2023 by [NAME OF PERSON], as [TITLE] of The Salvation Army, a Georgia Corporation.

Candace Staton
NOTARY PUBLIC

My Commission Expires: *4/3/27*

Walton County, GEORGIA

My Commission Expires 04/03/2027

[Signature]
Notary Public

ACCEPTED by The City of Oklahoma City
this *2nd* day of *January*, 2024

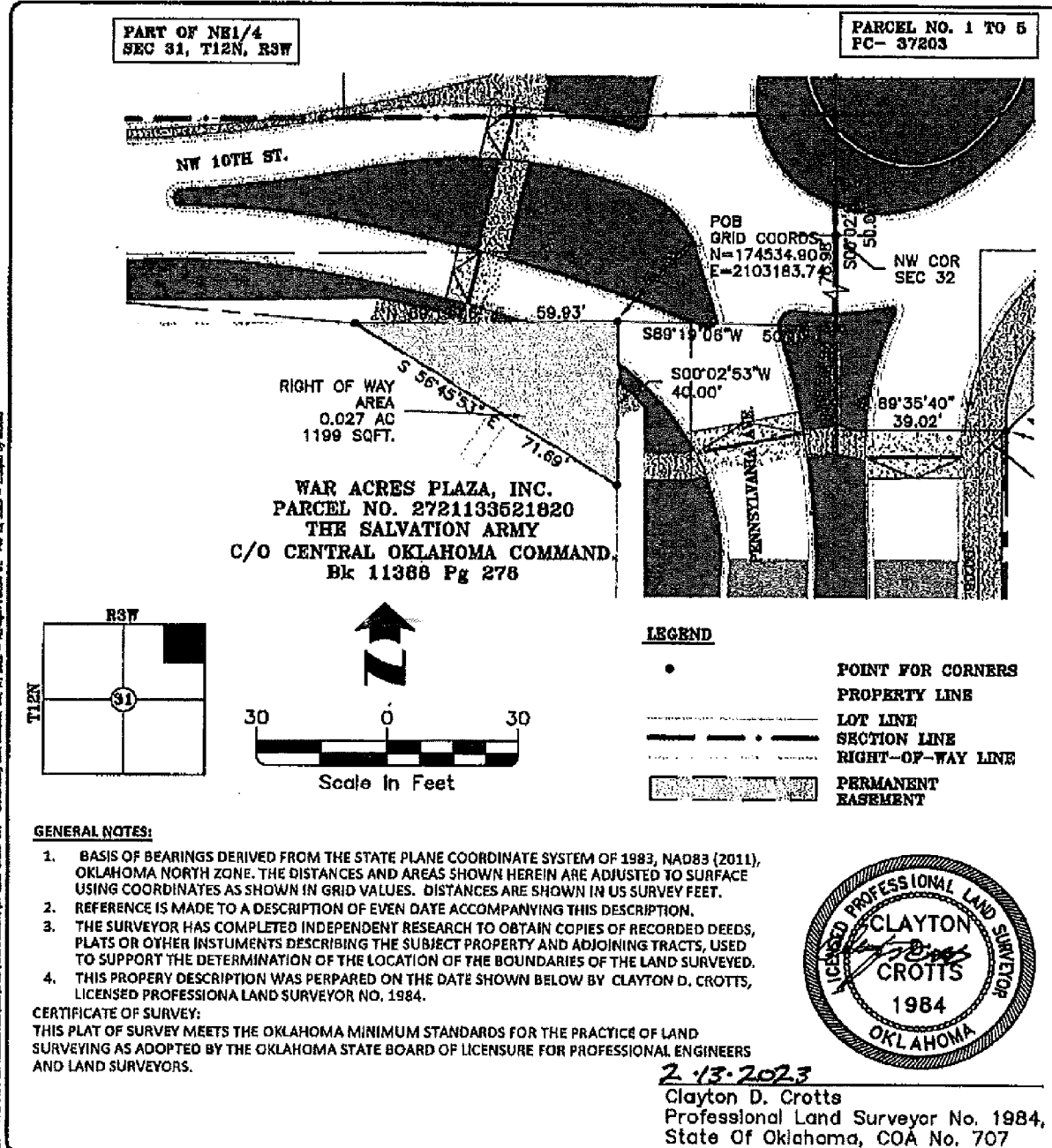
[Signature]
City Clerk

REVIEWED for form and legality

[Signature]
Assistant Municipal Counselor

3/22

ATTACHMENT "A"



HALFF ASSOCIATES, INC. • O.A. 6787 • EXP DATE: 06/30/2024
1811 N LEE, STE 400 • OKLAHOMA CITY, OKLAHOMA 73103 • 405-349-1820 • HALFF.COM

NW 10TH ST. + PENNSYLVANIA AVE.
IMPROVEMENTS
RIGHT OF WAY EASEMENT
CITY OF OKLAHOMA CITY
SECTION 31, TOWNSHIP 12 NORTH,
RANGE 3 WEST OF THE 1M

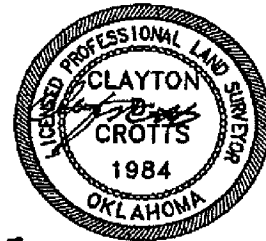
PROJECT NO. 2023008
DATE ISSUED: 02/13/2023
PARCEL # 372030000
PAGE 1 OF 2

Attachment "A"

Right of Way Description

A tract of land situated in War Acres Plaza as described in Book 11368 Page 276 and being a part of Section 31, Township 12 North, Range 3 West all in Oklahoma County, Oklahoma and more particularly described as follows:

Commencing at the Northeast Corner of Section 31; thence South 00°02'53" East a distance of 50.00; thence South 89°19'08" West a distance of 50.00 feet to the Point of Beginning; thence South 00°02'53" East a distance of 40.00 feet; thence North 56°45'53" West a distance of 71.69 feet; thence North 89°19'08" East a distance of 59.93 feet to the Point of Beginning, containing 1,199 square feet, more or less.

2.13.2023

Clayton D. Crofts
Professional Land Surveyor No. 1984,
State Of Oklahoma, COA No. 707



HALFF ASSOCIATES, INC. • O.A. #707 • EXP. DATE: 01-30-2025
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NW 10TH ST. + PENNSYLVANIA AVE.
IMPROVEMENTS
RIGHT OF WAY EASEMENT
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SECTION 31, TOWNSHIP 12 NORTH
RANGE 3 WEST OF THE 1M.

PROJECT NO. 2735340000

DATE ISSUED: 01/03/2024

PARCEL # 2735340000

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