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Filed:01-02-2025 TMH

10:34:24 AM 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-2024-00044

E#36,4023

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT DDDD, 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.

Dated this 10th day of October, 2024.

By: Dan Dill Manager

STATE OF OKLAHOMA, COUNTY OF Canadian, SS.

This instrument was acknowledged before me on this 10th day of October, 2024 by Dan Dill, as Manager of DDDD, LLC.

My Commission Expires: 5-6-2025

My Commission No. 09003951

SABRINA SUBLETT  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES MAY, 06, 2025  
COMMISSION # 09003951

Sabrina Sublett  
Notary Public

ACCEPTED by The City of Oklahoma City  
this 21st day of December, 2024  
Amy K. Simpson  
City Clerk

REVIEWED for form and legality  
Kandi Ryan  
Assistant Municipal Counselor

3/22

## ATTACHMENT "A" LEGAL DESCRIPTION

A strip of land in the Southeast Quarter (SE/4) of Section Thirty-one (31), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter;

THENCE North 89°57'57" West, along the South line of said Southeast Quarter, passing at a distance of 348.00 feet the southeast corner of lands described in Warranty Deed recorded in Book 2943, Page 275, and continuing for at total distance of 440.12 feet;

THENCE North 00°01'42" East a distance of 33.00 feet to the POINT OF BEGINNING;

THENCE continuing North 00°01'52" East a distance of 40.00 feet;

THENCE North 89°57'57" East, parallel with the south line of said Southeast Quarter, a distance of 10.00 feet;

THENCE South 00°01'52" West a distance of 40.00 feet;

THENCE South 89°57'57" West, parallel with said south line, a distance of 10.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 400 square feet or 0.0092 acres, more or less.

The bearing of North 89°57'57" West as described in the Warranty Deed recorded in Book 2943, Page 275 and as shown on the south line of the subject property was used as the basis of bearings for this description.

CLIENT:	DOLLAR GENERAL
PROJECT NO:	18-720-21
DATE:	10/02/2024
REVISED DATE:	XXXXXXXXXX
DRAWN BY:	CRH
PAGE:	1 OF 1