



Doc#:R 2023 12687

Bk&Pg:RB 5682 201-202

Filed:05-31-2023

10:59:14 AM

SRB

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Canadian County, OK

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Ret to:
The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Drainage) Project No. PD-3113A

E#36,183

PERMANENT EASEMENT

Westpoint Developers, L.L.C. an

KNOW ALL MEN BY THESE PRESENTS THAT Oklahoma limited liability company 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 drainage systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Drainage 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 Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair the Drainage Systems, or provide services or functions. Grantees only maintain Drainage Systems constructed and owned by the Grantees and Drainage Systems constructed by others and specifically conveyed to and accepted by Grantees 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.

Dated this 2 day of MAY, 2023.

By: Anthony Mirzale, Manager

STATE OF OKLAHOMA, COUNTY OF Cleveland, SS.

This instrument was acknowledged before me on this 2 day of MAY, 20 23 by Anthony Mirzale, as Manager of Westpoint Developers, L.L.C. Name of Person

Title Name of Private Entity
My Commission Expires: 11/21/23
My Commission No. 1901846



Kimberly V. Stampler
Notary Public

ACCEPTED by The City of Oklahoma City
this 23rd day of May, 2023.

Amey A. Stimpert
City Clerk



REVIEWED for form and legality
Tatiana Mann
Assistant Municipal Counselor

2/20

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.

