

The City of Oklahoma City

Office of City Clerk

200 North Walker Ave.

Oklahoma City, Oklahoma 73102

(Water/Wastewater) Project No. SD-2023-00024/WF-2023-00022

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Bricktown Entertainment, L.L.C 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 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.

Bricktown Entertainment, L.L.C

By: Hogan Property Management L.L.C, an Oklahoma limited liability company, its manager

Dated this 6th day of July, 2023.

By: Dan Randolph Hogan
Dan Randolph Hogan, Manager

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 6th day of July, 2023 by Dan Randolph Hogan, as Manager of Hogan Property Management L.L.C, the manager of Bricktown Entertainment, L.L.C.

My Commission Expires: _____

My Commission No. _____



Linda Waldrop
Notary Public

ACCEPTED by The City of Oklahoma City
this _____ day of _____, 20____.

REVIEWED for form and legality

[Signature]
Assistant Municipal Counselor

City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

**Truck Yard
Offsite Easement**

June 30, 2023

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Block Three (3) and Noble Street as shown on the recorded plat AUNGST ADDITION, being more particularly described as follows:

Commencing at the Northwest (NW) Corner of the Northeast Quarter (NE/4) of said Section 3;

THENCE South 00°25'56" East, along and with the West line of said Northeast Quarter (NE/4), a distance of 63.00 feet;

THENCE North 89°25'32" East, departing said West line, parallel with and 63.00 feet South of the North line of said Northeast Quarter (NE/4), a distance of 545.45 feet;

THENCE South 00°34'55" East, a distance of 159.91 feet;

THENCE North 89°24'55" East, a distance of 52.46 feet;

THENCE South 39°57'53" West, a distance of 687.87 feet to a point on the South right-of-way line of Oklahoma City Boulevard (old Interstate 40 right-of-way);

THENCE South 89°20'20" West, along and with the South right-of-way line of Oklahoma City Boulevard, a distance of 498.21 feet

THENCE South 01°00'51" East, a distance of 17.97 feet to the POINT OF BEGINNING;

THENCE South 88°45'32" East, a distance of 8.79 feet;

THENCE South 00°39'40" East, a distance of 26.67 feet;

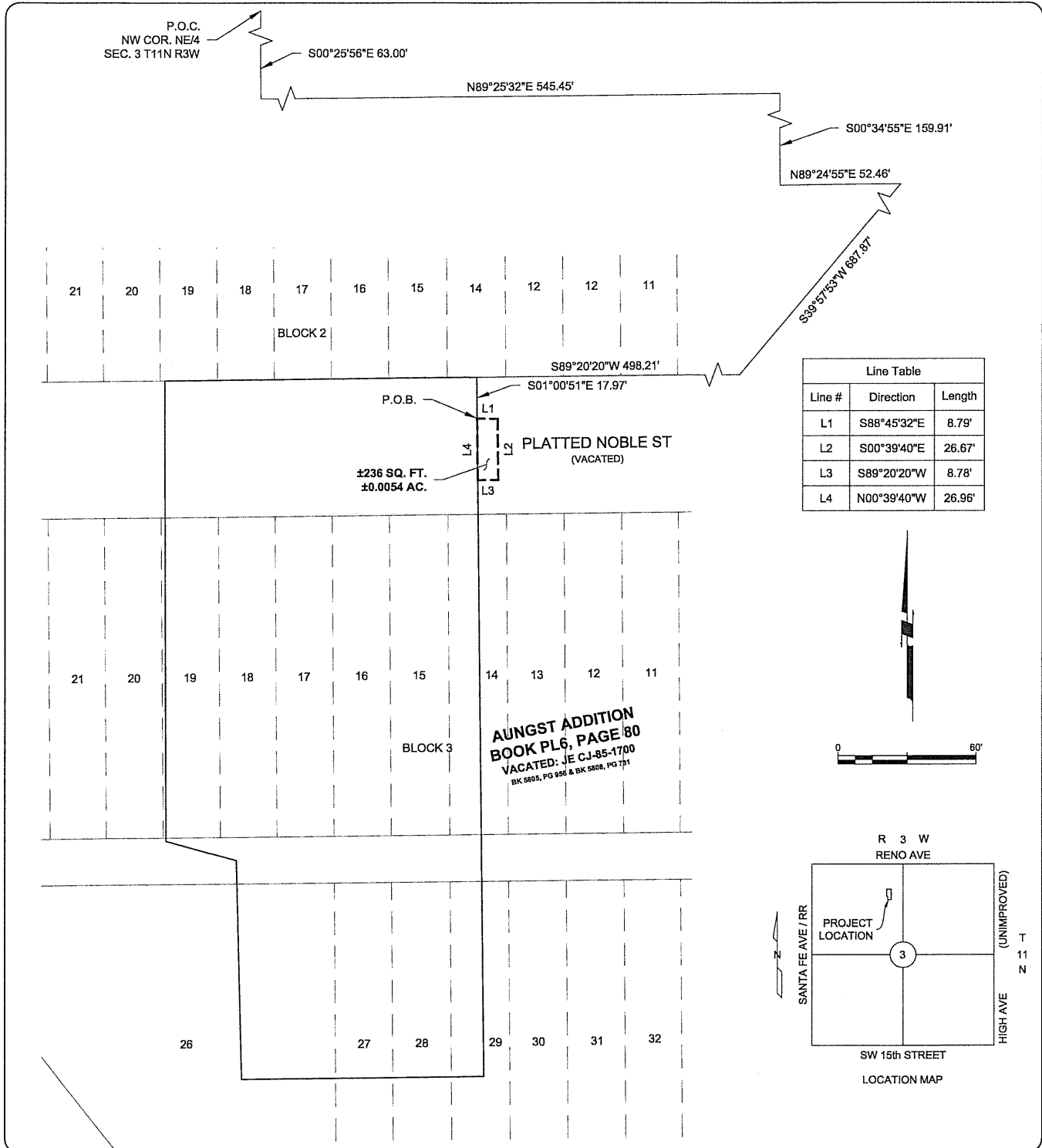
THENCE South 89°20'20" West, a distance of 8.78 feet;

THENCE North 00°39'40" West, a distance of 26.96 feet to the POINT OF BEGINNING.

Containing 236 square feet or 0.0054 acres, more or less.

Basis of Bearing: The North line of the NW/4 of Section 3, T11N R3W having an assumed bearing of South 89°31'09" West.

ATTACHMENT "A"



ACAD FILE: H:\1800054\Exhibit\1800054-Easement.dwg, 6/30/2023 8:02 AM, Matt Johnson
XREFS LOADED: 1800054-bdy.dwg

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Proj. No.: 1800054
Date: 6-30-23
Scale: 1"=60'

TRUCK YARD

OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

OFFSITE EASEMENT



Johnson & Associates
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Certificate of Authorization #1454 Exp. Date: 06-30-2025
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