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Canadian County, OK 3E

Ret to:
The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Drainage) Project No. PD-3192

E#361529

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Harris Creek Land Fund, 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 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:

- Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
- 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.
- 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.
- 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 6th day of AUGUST, 2024.

Harris Creek Land Fund, LLC
By: Jarree Stumbeck
JARREE STUMBECK, MANAGER

STATE OF OKLAHOMA, COUNTY OF Cherokee, SS.

This instrument was acknowledged before me on this 6th day of August, 2024 by Jarree Stumbeck, as MANAGER of Harris Creek Land Fund, LLC.
Title Name of Private Entity
Name of Person

My Commission Expires: 11-22-25
My Commission No. 21015342



[Signature]
Notary Public

ACCEPTED by The City of Oklahoma City
this 27th day of August 2024
[Signature]
City Clerk



REVIEWED for form and legality
[Signature] MANN
Assistant Municipal Counselor

3/22

Attachment "A"**LEGAL DESCRIPTION**

Harris Creek Section 1
Offsite Drainage Easement

May 9, 2023

An Easement being a part of the Southeast Quarter (SE/4) of Section Three (3), Township Thirteen (13) North, Range Five (5) West of the Indian Meridian, Oklahoma City, Canadian County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE North 00°55'08" West, along and with the East line of said Southeast Quarter (SE/4), a distance of 1,540.00 feet;

THENCE South 89°04'52" West, departing said East line, a distance of 1,071.71 feet to a point on the West line of the proposed plat HARRIS CREEK SECTION 1, said point being the POINT OF BEGINNING;

THENCE South 66°06'52" West, a distance of 7.40 feet;

THENCE North 23°53'08" West, a distance of 30.50 feet to a point on said West line;

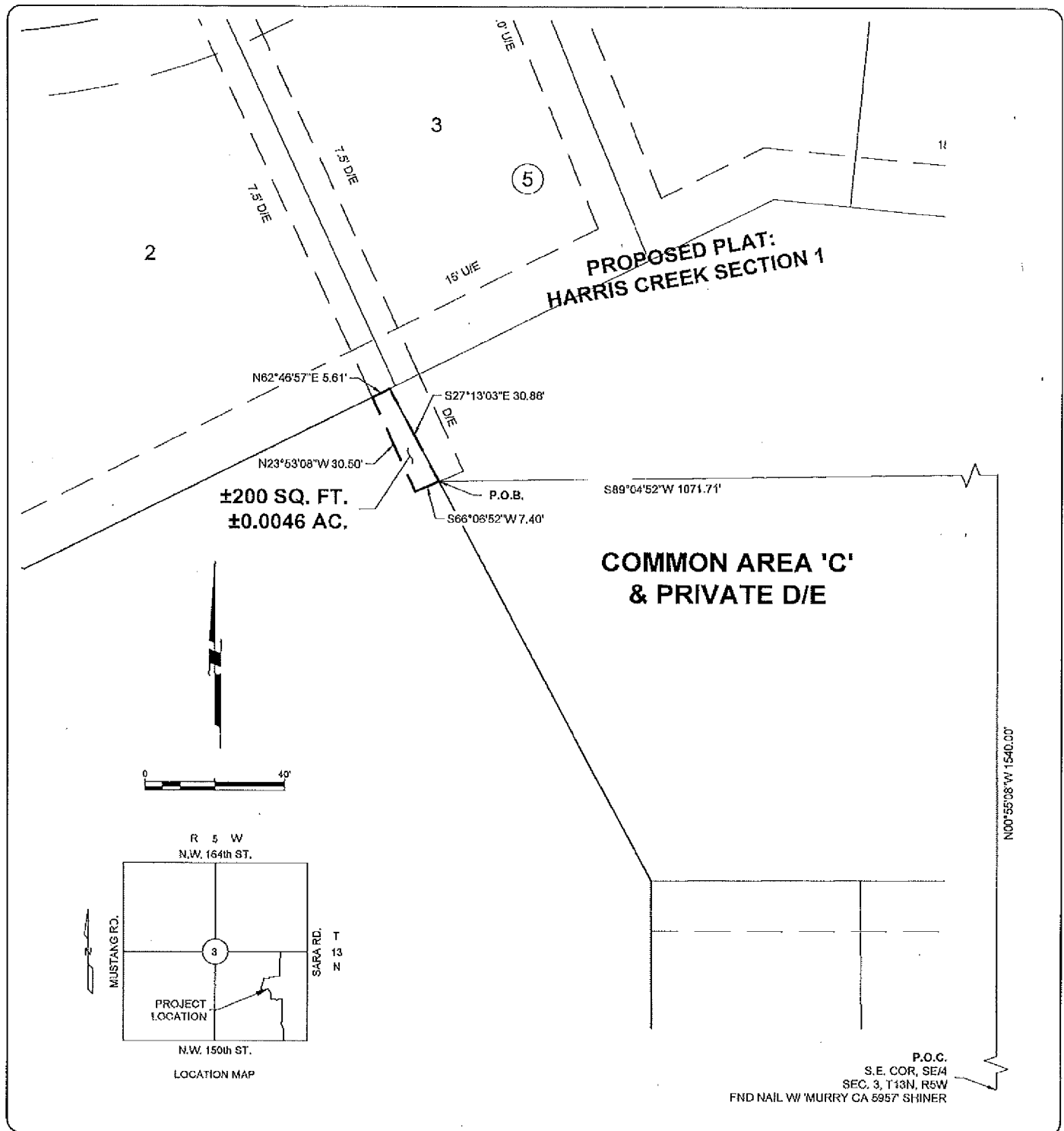
THENCE North 62°46'57" East, along and with said West line, a distance of 5.61 feet;

THENCE South 27°13'03" East, continuing along and with said West line, a distance of 30.88 feet to the POINT OF BEGINNING.

Containing 200 square feet or 0.0046 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

Attachment "A"



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Proj. No.: 4865001
 Date: 5-9-23
 Scale: 1"=40'

HARRIS CREEK SECTION 1
 OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA
OFFSITE DRAINAGE EASEMENT



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 Certificate of Authorization #1424 Exp. Date 05-30-2023
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