



The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WC-0974 Parcel 8

PERMANENT EASEMENT

E 35,821

KNOW ALL MEN BY THESE PRESENTS THAT Charles W. Moore Trustee of the Charles W. Moore Revocable Trust their heirs, 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 & B" ("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, operate, maintain, replace, expand, or repair these 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 heirs, successors and assigns.

Dated this 17th day of February, 20 22

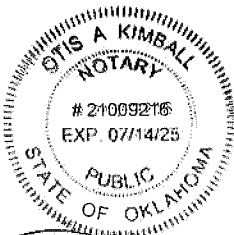

Charles W. Moore, Trustee

STATE OF OKLAHOMA, COUNTY OF Rogers, SS.

This instrument was acknowledged before me on this 17th day of February, 20 22 by Charles W. Moore, Trustee of the Charles W. Moore Revocable Trust.

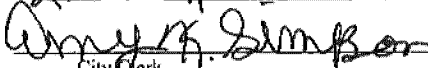
My Commission Expires: 07/14/25

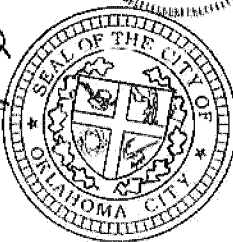
My Commission No. 21009216





Notary Public

ACCEPTED by The City of Oklahoma City
this 26th day of April, 20 22


City Clerk



REVIEWED for form and legality


Assistant Municipal Counselor

3/22

Project No. WC-0974
Parcel 8
Attachment "A"

ATTACHMENT "A"

A strip of land being a part of Block 45 and Block 46, MILITARY PARK ADDITION, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma according to the plat recorded in Book 5 of Plats, Page 41 thereof, lying in the Northwest Quarter of Section 20, Township 12 North, Range 3 West of the Indian Meridian, being more particularly described as follows:

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°11'57" East, along the west line of said Northwest Quarter, a distance of 1,783.83 feet to a point of intersection with the north right of way line of N.W. 31st Terrace as established by the plat of PENNSYLVANIA COURTS recorded in Book 24 of Plats, Page 65 extended;

THENCE North 89°48'03" East, along said extended line and said north right of way line, a distance of 305.60 feet to the southeast corner of Lot 1 of said PENNSYLVANIA COURTS, being a point on the west line of said Block 45;

THENCE South 00°03'55" East, along the west line of said Block 45, a distance of 322.50 feet to the northwest corner of Quit Claim Deed and Memorandum of Trust recorded in Book 13547, Page 1603, also being a point on the east line of Lot 1 of OFFUTT ADDITION recorded in Book 21 of Plats, Page 23 and the POINT OF BEGINNING;

THENCE North 89°48'03" East a distance of 20.00 feet;

THENCE South 00°03'55" East, parallel with the west line of said Block 45, a distance of 140.00 feet;

THENCE South 89°48'03" West a distance of 20.00 feet to a point the northeast corner of Lot 1, Block 2 of said OFFUTT ADDITION, also being a point on the south right of way line of N.W. 31st Street;

THENCE North 00°03'55" West, along the west line of said Block 45 and the east line of said N.W. 31st Street right of way and the east line of said Lot 1, a distance of 140.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 2,800 square feet or 0.0643 acres, more or less.

The basis of bearings for this description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 00°11'57" East on the west line of the Northwest Quarter of Section 20, Township 12 North, Range 3 West of the Indian Meridian.

Prepared by: Randall A. Mansfield, Professional Land Surveyor No. 1613
Dodson-Thompson-Mansfield PLLC
20 N.E. 38th Street - OKC, OK 73105
June 29, 2021

