



The City of Oklahoma City

Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WC-0974 Parcel 9

PERMANENT EASEMENT

E35,823

KNOW ALL MEN BY THESE PRESENTS THAT Benjamin Lee Fleischer, a single person 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 9th day of Feb, 2022.

Benjamin Lee Fleischer

STATE OF OKLAHOMA, COUNTY OF Cleveland, ss.

This instrument was acknowledged before me on this 9 day of Feb, 2022 by Benjamin Lee Fleischer, a single person.

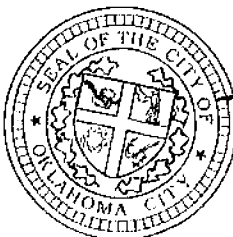
My Commission Expires: 12/10/24
My Commission No. 20014942



Notary Public

ACCEPTED by The City of Oklahoma City
this 24th day of April, 2022

City Clerk



REVIEWED for form and legality

Assistant Municipal Counselor
3/22

Project No. WC-0974

Parcel 9

Attachment "A"

ATTACHMENT "A"

A strip of land being the east Ten (10) feet of Lot 1, Block 1, OFFUTT ADDITION, an addition to the City of Oklahoma City, Oklahoma County, Oklahoma according to the plat recorded in Book 21 of Plats, Page 23 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 $00^{\circ}11'57''$ 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 $89^{\circ}48'03''$ 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 Block 45, MILITARY PARK ADDITION recorded in Book 5 of Plats, Page 41;

THENCE South $00^{\circ}03'55''$ East, along the west line of said Block 45, a distance of 217.50 feet to the northeast corner of said Lot 1, Block 1, OFFUTT ADDITION and the POINT OF BEGINNING;

THENCE continuing South $00^{\circ}03'55''$ East, along the east line of said Lot 1, a distance of 165.00 feet to the southeast corner of said Lot 1, also being a point on the north right of way line of N.W. 31st Street;

THENCE South $89^{\circ}48'03''$ West, along the south line of said Lot 1 and said north right of way line, a distance of 10.00 feet;

THENCE North $00^{\circ}03'55''$ West, parallel with the east line of said Lot 1, a distance of 165.00 feet to a point on the north line of said Lot 1;

THENCE North $89^{\circ}48'03''$ East, along said north line, a distance of 10.00 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 1,650 square feet or 0.0379 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 $00^{\circ}11'57''$ 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

