



The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. SC-1070 P2

PERMANENT EASEMENT

E# 35.975

KNOW ALL MEN BY THESE PRESENTS THAT KRG Belle Isle, LLC, an Indiana Limited Liability Company 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 Attachments "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 1st day of November, 2022

KRG Belle Isle, LLC
Mark S. Jenkins, SVP Manager

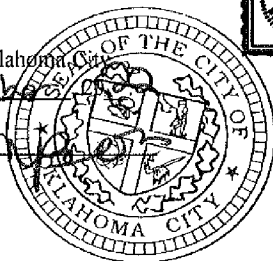
INDIANA
STATE OF ~~OKLAHOMA~~, COUNTY OF Marion, SS.

This instrument was acknowledged before me on this 1st day of November, 2022 by Mark Jenkins
SVP Manager of KRG Belle Isle, LLC.

My Commission Expires: 5/22/2024
My Commission No. N/A



ACCEPTED by The City of Oklahoma City
this 6th day of December
Amy K. Smith
City Clerk



REVIEWED for form and legality

Craig Keith
Assistant Municipal Counselor

3/22

ATTACHMENT "A"

LEGAL DESCRIPTION

20' Sanitary Sewer Easement

A tract of land lying in the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Eight (8), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest Corner of Lot Twenty-two (22), Block Two (2), of WILEMAN 8TH ADDITION, an addition to the City of Oklahoma City, according to the recorded plat thereof;

THENCE South 89°35'07" West, along the south right-of-way line of N.W. 56th Street, a distance of 20.44 feet;

THENCE South 00°34'53" East, parallel with the west line of said Lot 22, a distance of 34.83 feet;

THENCE South 62°30'28" East, parallel with and 5.00 feet perpendicular to the southwesterly line of said Lot 22, a distance of 138.56 feet to the POINT OF BEGINNING;

THENCE continuing South 62°30'28" East, parallel with and 5.00 feet perpendicular to said southwesterly line, a distance of 164.66 feet;

THENCE South 00°00'00" East a distance of 108.64 feet;

THENCE North 90°00'00" West a distance of 20.00 feet;

THENCE North 00°00'00" West a distance of 96.50 feet;

THENCE North 62°30'28" West parallel with and 25.00 feet perpendicular to the southwesterly line of said Lot 22; a distance of 190.29 feet;

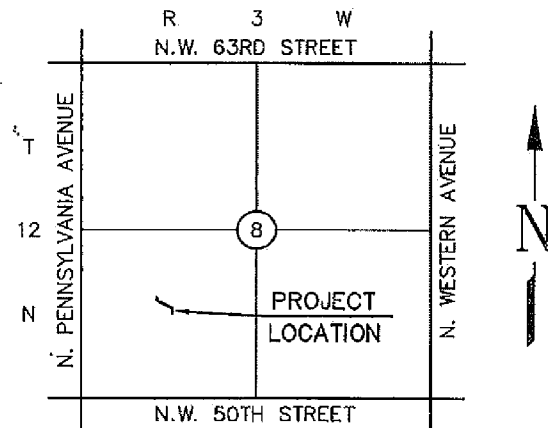
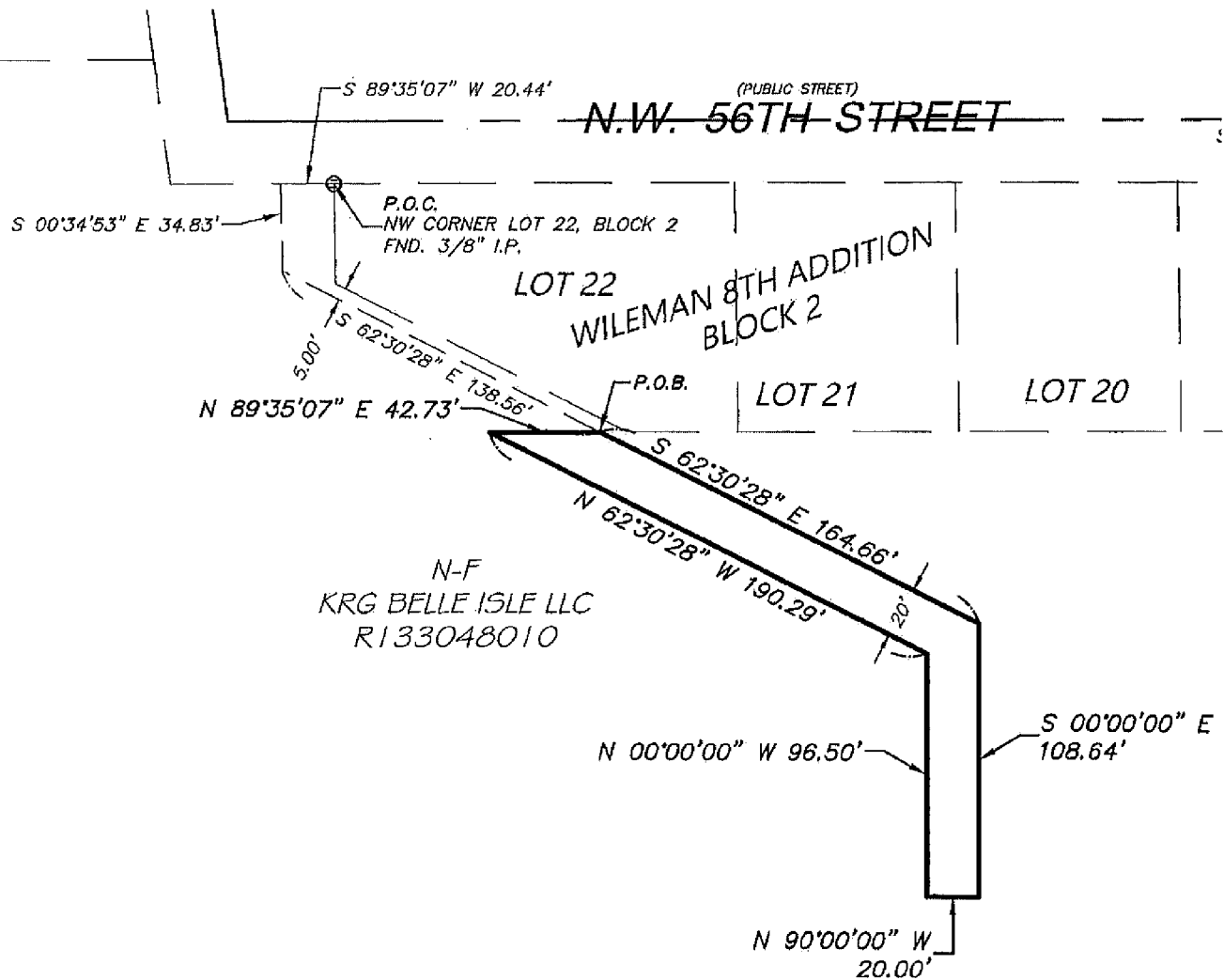
THENCE North 89°35' 07" East a distance of 42.73 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 5,600 square feet or 0.1286 acres, more or less.

Prepared by:
Taylor Denniston, PLS No. 1787
Smith Roberts Baldischwiler, LLC
100 N.E. 5th Street
Oklahoma City, OK 73104
(405) 840-7094
August 16, 2022

ATTACHMENT "B"

20' SANITARY SEWER EASEMENT



LOCATION MAP

NOT TO SCALE.

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



ENGINEERING
SURVEYING
PLANNING

OKLAHOMA CITY
1201 E. SUNSET
OKLAHOMA CITY, OK
73104
P: 405.418.1000
F: 405.418.1176
www.sra-inc.com

NORMAN
2301 N. W. 10th
Suite 100
Norman, OK 73069
P: 405.418.1000
F: 405.418.1176
www.sra-inc.com

CERTIFICATE OF AUTHORIZATION NO. 3349 EXPIRES APRIL 30, 2021