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08:32:17 AM EA

Canadian County, OK 4E

Ret to: **The City of Oklahoma City**
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. WA-2022-00028/SD-2022-00034

PERMANENT EASEMENT
E # 361318

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 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.

Dated this 5th day of June, 2023.

By: Susan Stambeck
Harris Creek Land Fund, LLC
Signatory Name: Manager
Susan Stambeck

STATE OF OKLAHOMA, COUNTY OF Cleveland, SS.


This instrument was acknowledged before me on this 5th day of June, 2023 by Susan Stambeck ^{Susan Stambeck} ~~Signatory Name~~, as Manager of Harris Creek Land Fund, LLC.

My Commission Expires: 10/29/25
My Commission No. 21014253



Haley Glass
Notary Public

ACCEPTED by The City of Oklahoma City
this 22nd day of August, 2023
Emily K. Simpson
City Clerk



REVIEWED for form and legality
Chris Hall
Assistant Municipal Counselor

ATTACHMENT "A"**LEGAL DESCRIPTION****Greenhill Phase 1
Offsite Waterline Easement**

May 30, 2023

A tract of land 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 Northwest (NW) Corner of the Northeast Quarter (NE/4) of said Section 3;

THENCE North 89°34'01" East, along and with the North line of said Northeast Quarter (NE/4), a distance of 664.53 feet;

THENCE South 00°26'00" East, departing said North line, a distance of 2,721.95 feet to a point on the South line of said Northeast Quarter (NE/4) and the North line of said Southeast Quarter (SE/4), said point being the POINT OF BEGINNING;

THENCE North 89°38'05" East, along and with the North line of said Southeast Quarter (SE/4), a distance of 15.00 feet;

THENCE South 00°22'25" East, departing said North line, a distance of 169.42 feet;

THENCE North 89°37'35" East, a distance of 415.96 feet;

THENCE North 69°27'06" East, a distance of 65.12 feet;

THENCE South 51°16'49" East, a distance of 52.89 feet;

THENCE South 01°44'27" West, a distance of 44.01 feet;

THENCE South 34°02'37" West, a distance of 26.53 feet;

THENCE South 00°13'03" East, a distance of 137.09 feet;

THENCE North 89°46'57" East, a distance of 261.00 feet;

THENCE North 00°13'03" West, a distance of 131.64 feet;

THENCE North 24°01'59" West, a distance of 49.23 feet;

THENCE North 18°31'38" East, a distance of 45.21 feet;

THENCE North 73°41'58" East, a distance of 51.50 feet;

THENCE South 64°13'02" East, a distance of 43.25 feet;

ATTACHMENT "A"

THENCE North 89°37'35" East, a distance of 406.49 feet to a point on the West line of the proposed plat HARRIS CREEK SECTION 1;

THENCE South 00°13'03" East, along and with the West line of said proposed plat HARRIS CREEK SECTION 1, a distance of 15.00 feet;

THENCE South 89°37'35" West, departing said West line, a distance of 409.93 feet;

THENCE North 64°13'02" West, a distance of 40.97 feet;

THENCE South 73°41'58" West, a distance of 37.89 feet;

THENCE South 18°31'38" West, a distance of 31.53 feet;

THENCE South 24°01'59" East, a distance of 46.55 feet;

THENCE South 00°13'03" East, a distance of 149.80 feet;

THENCE South 89°46'57" West, a distance of 291.00 feet;

THENCE North 00°13'03" West, a distance of 156.71 feet;

THENCE North 34°02'37" East, a distance of 26.81 feet;

THENCE North 01°44'27" East, a distance of 32.18 feet;

THENCE North 51°16'49" West, a distance of 36.87 feet;

THENCE South 69°27'06" West, a distance of 59.25 feet;

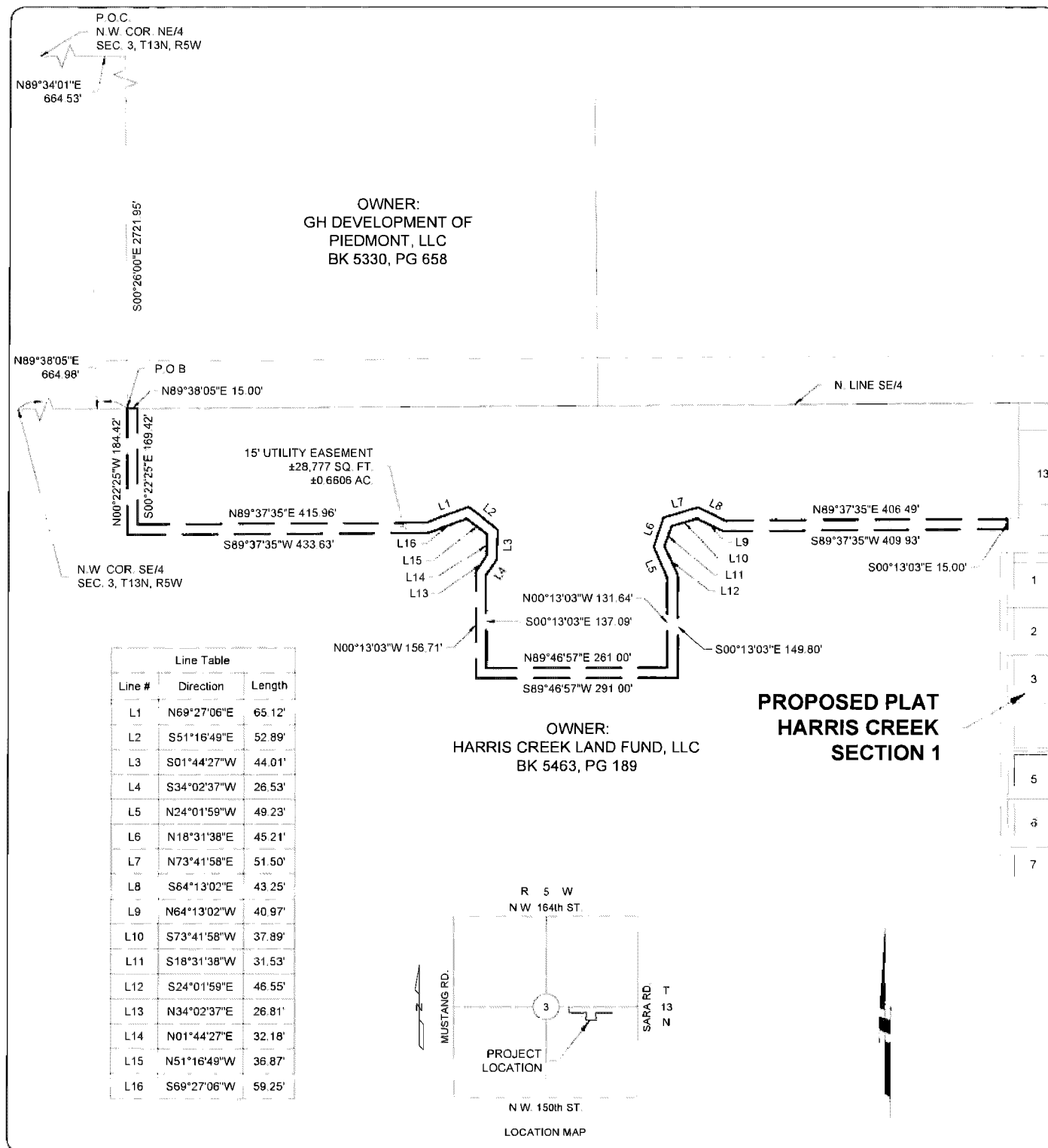
THENCE South 89°37'35" West, a distance of 433.63 feet;

THENCE North 00°22'25" West, a distance of 184.42 feet to the POINT OF BEGINNING.

Containing 28,777 square feet or 0.6606 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"



ACAD FILE H:\4763\Exhibits\4763-Offsite Water Easement.dwg 5/30/2023 3:13 PM. Matt Johnson
XREFS LOADED 4763-FPLT.dwg 4763-bdy-provided.dwg 4865001-FPLT.dwg 4865001-bdy.dwg

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Proj. No. 4763
Date: 3-29-23
Scale: 1"=200'

GREENHILL PHASE 1
OKLAHOMA CITY, CANADIAN COUNTY, OKLAHOMA
OFFSITE WATERLINE EASEMENT



Johnson & Associates
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Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8076 www.jaokc.com
Certificate of Authorization #1484 Exp. Date 06-30-2023
ENGINEERS SURVEYORS PLANNERS