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Canadian County, OK 2E

Ret to: **The City of Oklahoma City**  
Office of City Clerk  
200 North Walker Ave.  
Oklahoma City, Oklahoma 73102  
(Water/Wastewater) Project No. WA-2022-00070 & SD-2022-00077

PERMANENT EASEMENT  
E # 36,321

KNOW ALL MEN BY THESE PRESENTS THAT CREEKSIDE VILLAGE DEVELOPMENT LLC, an Oklahoma limited liability company 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.

CREEKSIDE VILLAGE DEVELOPMENT LLC

Dated this 16 day of June, 2023 By: [Signature]  
Tony Meek, Manager

STATE OF OKLAHOMA, COUNTY OF Cleveland, ss.

This instrument was acknowledged before me on this 16 day of June, 2023 by **Tony Meek** as **Manager** of **CREEKSIDE VILLAGE DEVELOPMENT LLC**.

My Commission Expires: 10/21/23  
My Commission No. 19010872



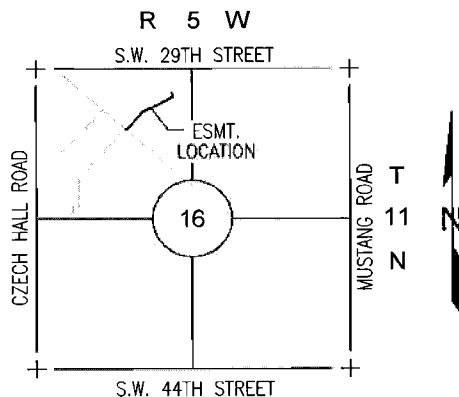
[Signature]  
Notary Public

ACCEPTED by The City of Oklahoma City  
this 16th day of August, 2023  
[Signature]  
City Clerk



REVIEWED for form and legality  
[Signature]  
Assistant Municipal Counselor

2/20

**LOCATION MAP**

SCALE: 1" = 3000'

**LEGAL DESCRIPTION**

A tract of land located in a portion of the Northwest Quarter (NW/4) of Section Sixteen (16), Township Eleven (11) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said NW/4;

Thence S89°50'06"E along the North line of said NW/4 a distance of 2302.42 feet;

Thence S00°09'54"W a distance of 414.20 feet to the Point of Beginning;

Thence S41°52'15"E a distance of 10.01 feet;

Thence N61°34'35"E a distance of 16.22 feet;

Thence S17°58'36"E a distance of 82.55 feet;

Thence S59°33'34"W a distance of 261.07 feet;

Thence S65°03'21"W a distance of 332.54 feet;

Thence S41°58'59"W a distance of 369.83 feet;

Thence S51°14'54"W a distance of 54.91 feet;

Thence N48°01'12"W a distance of 20.26 feet;

Thence N51°14'54"E a distance of 56.55 feet;

Thence N41°58'59"E a distance of 372.29 feet;

Thence N65°03'21"E a distance of 335.67 feet;

Thence N59°33'34"E a distance of 244.05 feet;

Thence N17°58'36"W a distance of 72.70 feet to the Point of Beginning.

Containing 21,743 Square Feet or 0.499 Acres, more or less.

Line Table		
Line #	Length	Direction
L1	10.01'	S41°52'15"E
L2	16.22'	N61°34'35"E
L3	82.55'	S17°58'36"E
L4	54.91'	S51°14'54"W
L5	20.26'	N48°01'12"W
L6	56.55'	N51°14'54"E
L7	72.70'	N17°58'36"W

CREEKSIDE VILLAGE  
PHASE 2

OKC L DEV LLC

POINT OF COMMENCEMENT  
NW CORNER OF NW/4 OF  
SECTION 16, T11N, R5W, I.M.

SW 29TH STREET

NORTH LINE NW/4

S89°50'06"E  
2302.42'S00°09'54"W  
414.20'POINT OF  
BEGINNINGUTILITY EASEMENT  
21,743 SQ FT  
0.499 ACRESCREEKSIDE VILLAGE  
DEVELOPMENT LLC

SCALE: 1" = 200'

GRAPHIC SCALE IN FEET

200 0 200

**LTS** | **ENGINEERING  
SERVICES, LLC**

PO Box 31685, Edmond, OK 73003

**UTILITY EASEMENT  
- ATTACHMENT A**

CERTIFICATE OF AUTHORIZATION:  
CA 6710 EXPIRES 06/30/2023

SHEET NO.: 1 OF 1

DATE: 04/19/2023