

**Return to:**

(Private Drainage) Project No.

**PRIVATE DRAINAGE FACILITY AND RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ 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 establish a private drainage facility and associated facilities, connections, utilities, and appurtenances thereto ("Private Drainage Facility") over, under, across, through and to the following described property situated in \_\_\_\_\_ County, Oklahoma, shown on Attachment "A", for the benefit of Grantor's property and for **THE CITY OF OKLAHOMA CITY**, a municipal corporation, and its public trusts (collectively "City").

**THE DRAINAGE FACILITY IS SUBJECT TO THE FOLLOWING RESTRICTIONS:**

1. Grantor agrees to construct, operate, maintain, repair, expand, and replace the Private Drainage Facility and associated facilities, connections, utilities, and appurtenances thereto in compliance with The City of Oklahoma City's Municipal Code and the Drainage Criteria Manual.
2. Grantor agrees that no building or structure shall be erected over, under, across, through the Private Drainage Facility.
3. Grantor agrees that no stored materials, grading, fill, or other temporary or permanent obstruction, including but not limited to fences, that cause or may cause a blockage of or an adverse effect on the flow or drainage of the storm water or surface water over, under, across, through and to the Private Drainage Facility.
4. Grantor agrees that City does not have an obligation to construct, operate, maintain, replace, expand, or repair the Private Drainage Facility, or provide drainage services or functions by virtue of this document.
5. The City does not own the creek, river, lake, detention pond, if any, on or adjacent to the Private Drainage Facility by virtue of this document. The City is not legally responsible nor does this document create an obligation upon the City for changes, alterations and modifications to any part or parts of the Private Drainage Facility 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 Private Drainage Facility.
6. Grantor further agrees that the City has the right of access over, under, across, and through Attachment "A" to the Private Drainage Facility for the purpose of public health, safety, and welfare.

This Private Drainage Facility and Restrictions shall be perpetual, run with the land, and in favor of the respective parties, hereto, their successors and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. By: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS.

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

\_\_\_\_\_  
Notary Public