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## DECLARATION OF PRIVATE DRAINAGE FACILITY RESTRICTIONS

of	This Declaration of Restrictions ("Declaration") is made this, 20,	day ("Declarant").				
Whereas, Declarant is the owner of real property located at, Oklahoma City in Oklahoma County, Oklahoma, and more particularly described as follows:						

See Attachment "A"

Whereas, Declarant desires to subject such Property to the restrictions in this Declaration in order to facilitate a private drainage facility and associated facilities, connections, utilities, and appurtenances thereto, ("Private Drainage Facility").

Whereas, the Declarant agrees to the following:

- 1. Declarant 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. Declarant agrees that no building or structure shall be erected over, under, across, through the Private Drainage Facility.
- 3. Declarant 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. Declarant 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. Declarant 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.

Now Therefore, Declarant hereby declares that Property subjected to this Declaration and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to these restrictions which are for the purpose of facilitating a Private Drainage Facility and which shall touch, concern and run with title to the property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the described Property or any portion thereof, and their respective heirs, successors and assigns.

By:				
STATE OF	) ) SS:			
COUNTY OF	)			
The foregoing instrument was ac By			day of	, 20
		(Notary Public)		
Commission expires:				

DECLARANT: