

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA**, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted, the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.


PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

6 IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this November day of November, 2023.

INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA,
AKA/ BROKEN ARROW PUBLIC SCHOOLS

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

BY: 
Steve Allen
NAME, TITLE Boe President

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

6 BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this November day of November 2023, personally appeared Steve Allen, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



[Signature]

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

[Signature]

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

[Signature]
Michael L. Spurgeon, City Manager

Attest:

Engineer ELR Checked: 12/12/2023
Project: Wagoner County Line Trunk Sewer, S.22020 Parcel 3

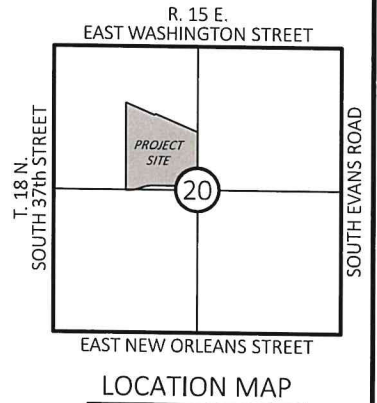
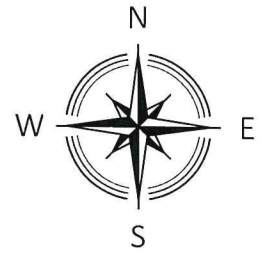
[Signature]
City Clerk

OWNER:
 INDEPENDENT SCHOOL DISTRICT #3
 OF BROKEN ARROW PUBLIC SCHOOLS
 PROPERTY ID:
 730091131

EXHIBIT "A"
 PERMANENT EASEMENT

PROPERTY ADDRESS:
 701 S. MAIN

STATEMENT OF BEARINGS
 Basis of Bearings: Oklahoma State Plane Coordinate System,
 North Zone, 3501, NAD 83 (1993)



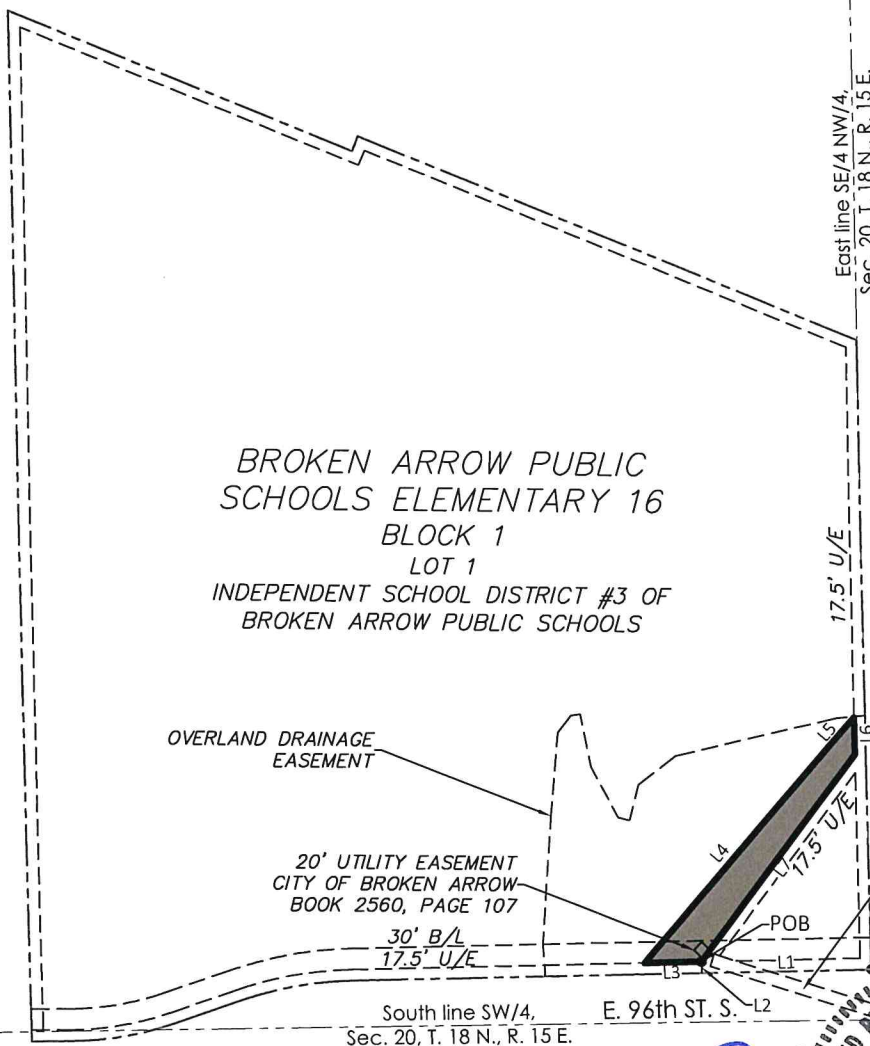
LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- Permanent Easement
24,311.66 s.f. or 0.56 acres, more or less

A part of Lot (1), Block One (1), BROKEN ARROW PUBLIC SCHOOLS ELEMENTARY 16, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 1; thence South 88°20'11" West and along the South line of said Lot 1, for a distance of 266.35 feet; thence North 01°39'49" West and perpendicular to said South line, for a distance of 17.50 feet to a point on the North line of a platted 17.5 foot utility easement, same being the POINT OF BEGINNING; thence South 88°20'11" West and parallel with said South line and along said utility easement, for a distance of 89.60 feet; thence North 40°14'36" East, for a distance of 420.15 feet; thence North 40°20'46" East, for a distance of 89.58 feet to a point on the West line of a platted 17.5 foot utility easement; thence South 01°21'25" East and parallel with the East line of said Lot 1 and along said utility easement, for a distance of 58.55 feet; thence South 36°20'52" West and continuing along said utility easement, for a distance of 407.04 feet to the POINT OF BEGINNING.

LINE	BEARING	DISTANCE
L1	S 88°20'11" W	266.35'
L2	N 01°39'49" W	17.50'
L3	S 88°20'11" W	89.60'
L4	N 40°14'36" E	420.15'
L5	N 40°20'46" E	89.58'
L6	S 01°21'25" E	58.55'
L7	S 36°20'52" W	407.04'



Nathanel J. Reed
 NATHANIEL J. REED
 Licensed Professional Land Surveyor
 State of Oklahoma
 S. 1744
 Oklahoma P.L.S. #1744
 Date: 7.30.2022



NATIVE PLAINS
 Surveying & Mapping, LLC
 A Native American Owned Business

5807 South Garnett Road, Suite K.
 Tulsa, Oklahoma 74146
 Certificate of Authorization No. 4916

(918) 234-7596 Office
 (918) 893-5552 Fax
 Expires June 30, 2023

PARCEL: PERMANENT ESMT.	PROJECT No.: 226018
	DATE: SEPT 2022
DRAWING: PARCEL 3A	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1