

DETENTION EASEMENT CORPORATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Creek 51 Business Park, LLC, a Texas Limited Liability Company, by Rex F. Robertson, its Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is hereby acknowledged, do(es) hereby assign, grant, and convey to the City of Broken Arrow, Tulsa and Wagoner Counties, 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 Exhibits "A.1" and "A.2" attached hereto and made a part of this Easement grant by reference:

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing stormwater drainage and detention facilities and appurtenances.

Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, wall or other above ground obstruction will be placed, erected, installed, or permitted upon the above described land; the stormwater detention facilities and appurtenances located thereon shall be maintained and kept clear of debris by the Grantor and further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor or any person in privy with Grantor, such violation will be promptly corrected and eliminated immediately upon receipt of notice from Grantee or Grantee shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever, PROVIDED THAT, should the requirement for stormwater detention be removed and the easement area cease to be used for stormwater detention, the force and effect of the easement hereby assigned, granted, and conveyed shall automatically be destroyed and terminated and all rights herein presented shall automatically revert to the Grantor, its heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 10 day of June, 2019.


Creek 51 Business Park, LLC (Grantor)
By: Rex F. Robertson, Manager of LLC

STATE OF Texas)
COUNTY OF Dallas) SS

CORPORATE ACKNOWLEDGEMENT

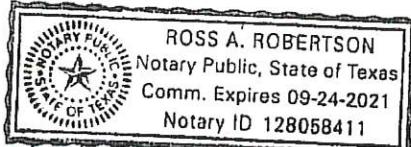
Before me, the undersigned, a Notary Public in and for said County and State, this 10 day of June, 2019, personally appeared Rex F. Robertson, to me known to be the identical person who executed the foregoing instrument, as Manager of Creek 51 Business Park, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

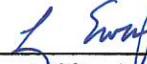
My Commission Expires: 09-24-2021



Notary Public



Approved as to Form:



Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: TD checked: 6-12-19
Project: