



**TEMPORARY TURN AROUND
RIGHT-OF-WAY EASEMENT
WITH TERMINATION CLAUSE**

77

KNOW ALL MEN BY THESE PRESENTS:

That, Lantern Hill, LLC an Oklahoma Limited Liability Company, by Robert A. Lemons, its Manager, the owner of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor", in consideration of the sum of One Dollar, cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, a temporary turn around right-of-way easement, through, over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit:

See Exhibit "A"

For the purposes of permitting the construction of a temporary turn around under, upon and across said property together with all necessary and convenient appurtenances thereto; and to use and maintain the same and affording to the City of Broken Arrow, its officers, agents, employees and all persons under contract with it, the right to enter upon said premises for the purpose of surveying, excavating for, constructing, operating and maintaining and replacing such utility, and for terminating such use.

The easement granted herein shall not be impaired or otherwise affected by any divisions of ownership of the adjacent land or by sale of all or any part thereof.

Grantor retains, reserves and shall continue to enjoy the use of the surface of the premises except as may be necessary for the purposes granted to grantee. Grantor acknowledges that the easement granted to the City of Broken Arrow is superior to the grantor's interest in the use of the surface. Since the location of this easement is for the benefit of the grantor and his assigns, the City of Broken Arrow shall not be held liable for damages to the surface, or to buildings or structures thereon, which arise due to the design, construction, maintenance, operation, repair, or removal of a storm sewer in the easement; grantor for himself and his assigns, hereby expressly agrees to indemnify and hold the City harmless from any loss, including costs and attorney fees, which hereafter arises from such design, construction, maintenance, operation, repair, or removal of said temporary turn around.

At: City of Broken Arrow
P.O. Box 610
Broken Arrow, OK 74013

The easement granted herein is hereby acknowledged to be running with the land and shall remain in full force and effect for one (1) year from the date of this instrument at which time the same shall be automatically extended for successive periods of one (1) year unless, the property on which said easement is situated, is subdivided into lots, blocks and streets according to the directions and policies of the City of Broken Arrow Planning Commission as approved by the Broken Arrow City Council, and the plat of same is filed of record at the County Clerk's office of the Tulsa County court house, where upon filing of said plat, said easement is terminated, released and canceled.

IN WITNESS WHEREOF, the party hereto have caused this instrument to be executed this 14th day of January, 2006.

Lantern Hill, LLC,
an Oklahoma Limited Liability Company
Robert A. Lemons MGR

State of Oklahoma)
County of Tulsa) ss.

Before me, the undersigned Notary Public, in and for said County and State, on this 14 day of January, 2006 personally appeared Robert A. Lemons, Manager of Lantern Hill, LLC, an Oklahoma Limited Liability Company known to me to be the identical person(s) who subscribed the name of the maker thereof to the instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

My Commission Expires 3-13-07

Jean M. Turm
Notary Public



APPROVED AS TO FORM:
[Signature]
City Attorney

APPROVED AS TO SUBSTANCE:
Jean M. Turm
City Manager

Engineer: *[Signature]* checked 2/1/06
Project: Bentley Village III



TABEFILED

7

