

EASEMENT FOR ACCESS TO PROPERTY

FOR AN IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Joyce M. Summers** ("Grantor") hereby grants and conveys to **City of Broken Arrow, Oklahoma, a municipal corporation**, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the property described on the attached Exhibit "A", hereto and incorporated herein by reference ("Property").

SEE EXHIBIT "A"

- 1. Grant. The Easement granted hereby shall be for ingress and egress to, from, upon and over the Property described.
- 2. Grantor agrees not to build or construct any building or buildings upon the Easement. However, Grantor expressly reserves the right to build and construct a fence in accordance the Mutual Access Easement Agreement executed by the parties on (date).
- 3. Termination. This Easement may be terminated at any time by an instrument executed for such purpose and signed by both parties.
- 4. Amendment. This Easement shall be amended only by a written and recorded instrument signed by both parties or Grantee and the then owner of the Property and the Easement.
- 5. This Easement shall be binding upon and inure to the benefit of the parties' successors and assigns, heirs, beneficiaries and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this ____ day of _____, 2019.

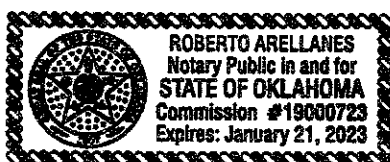
GRANTOR

GRANTEE

Joyce M. Summers
Joyce M. Summers

Craig Thurmond, Mayor

State of Oklahoma)
) ss
County of Tulsa)



Before me, the undersigned, a Notary Public within and for said County and State, on this 16 day of April, 2019, personally appeared Joyce M. Summers, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the purposes therein set forth.

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

[Signature]
Notary Public

State of Oklahoma)
) ss
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this ____ day of _____, 2019, personally appeared Craig Thurmond, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

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

Notary Public

Approved as to Form:

Approved as to Substance:

Assistant City Attorney

City Manager

Attest:

City Clerk

**MUTUAL ACCESS EASEMENT
LEGAL DESCRIPTION
EXHIBIT A**

A mutual access easement located on the western portion of Lot 1, Block 1, Country Lane Estates III, a subdivision in Section 35, Township 19 North, Range 14 East of the Indian Meridian, in the state of Oklahoma, an addition to the city of Broken Arrow, Oklahoma in Tulsa County, more specifically described as follows:

Starting at the southwest corner of Lot 1, Block 1, the point of beginning, thence N00°09'09"W along the western boundary line of the Country Lane Estates III subdivision, a distance of 192.15 feet; thence N89°59'19"E along the northern boundary line of the Country Lane Estates III subdivision, a distance of 14.94 feet; thence S00°09'09"E a distance of 135.89 feet; thence S57°40'47"E a distance of 17.97 feet; thence S00°09'09"E a distance of 45.96 feet; thence S88°41'05"W along the property line a distance of 30.11 feet to the point of beginning. A parcel of land containing approximately 3,641.30 square feet or 0.084 acres.