

## NON-EXCLUSIVE UTILITY EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That Forest Ridge Development Limited Partnership, an Oklahoma limited partnership, of Wagoner County, State of Oklahoma, ("Grantor"), the owner of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, in consideration of the sum of One and no/100 Dollars in hand paid, receipt of which is hereby acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Wagoner County, Oklahoma, a municipal corporation, its successors and assigns, ("Grantee") a non-exclusive easement and right-of-way over and across the following described real property and premises, situated in Wagoner County, State of Oklahoma, to wit:

[Spring Hill Utility Easement 1 - South of Kenosha Street]

A 17.50-foot strip of land located in the NW/4 of Section 11, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the north quarter corner of Section 11, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence N 89°40'26"W a distance of 4.00 feet along the north line of the NW/4 of said Section 11 to the northeast corner of the 130-foot PSO perpetual easement and right-of-way recorded in Book 374, Page 573 in the records of the Wagoner County Clerk's office;

Thence S 00°03'40"E a distance of 60.00 feet along the east line of said perpetual easement and right-of-way to the "Point of Beginning";

Thence continuing S 00°03'40"E a distance of 17.50 feet along the east line of said perpetual easement and right-of-way;

Thence N 89°40'26"W a distance of 374.79 feet parallel with and 77.50 feet south of as measured perpendicularly from the north line of the NW/4 of said Section 11;

Thence N 00°19'34"E a distance of 17.50 feet to a point that is 60.00 feet south of as measured perpendicularly from the north line of the NW/4 of said Section 11, said point being also the northeast corner of the Right-of-Way (ROW) of North 85<sup>th</sup> Street as recorded in "Wellstone II at Forest Ridge", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in Plat Cabinet 5-416 A in the records of the Wagoner County Clerk's office;



Thence S 89°40'26"E a distance of 374.67 feet parallel with and 60.00 feet south of as measured perpendicularly from the north line of the NW/4 of said Section 11 to the "Point of Beginning".

Said tracts contain a combined 6,558 square feet or 0.1505 Acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°40'26"E along the north line of the NW/4 of Section 11, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

and

SEE EXHIBIT "A";

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

Grantor agrees not to build or construct any buildings, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the 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.

Grantor reserves the right specifically to use the above described land and to grant other easement(s) (utility or otherwise) through, over, under and across the above described land, in accordance with the City of Broken Arrow, Oklahoma standard construction specifications.

Other than the normal restoration and replacement usually done and determined by City of Broken Arrow, Grantor is responsible for the repair or replacement of Grantor's improvements as a result of any necessary repair, maintenance or replacement of the City of Broken Arrows's utilities with in the Easement Area.

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

**PROVIDED**, that the Grantor, Forest Ridge Development Limited Partnership, its successors and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City of Broken Arrow, Oklahoma, its successors or assigns.

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

**DATED** this 18<sup>th</sup> day of December, 2017.

**FOREST RIDGE DEVELOPMENT  
LIMITED PARTNERSHIP,**  
An Oklahoma limited partnership

By: THE ROBSON COMPANIES, INC.,  
an Oklahoma corporation  
General Partner

By: John J. Robson  
John J. Robson, President

STATE OF OKLAHOMA     )  
   ) ss  
COUNTY OF WAGONER     )

This instrument was acknowledged before me on this 18<sup>th</sup> day of December, 2017, by John J. Robson, President of The Robson Companies, Inc., as General Partner of Forest Ridge Development Limited Partnership, an Oklahoma limited partnership, on behalf of such partnership.

My Commission Expires 3-3-2021  
(Notary Seal)          Christyn Champagne  
Notary Public

Engineer \_\_\_\_\_ Checked \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager