

**WATER LINE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. Jason Maddox, Manager of Broken Arrow Housing Partners II GP, L.L.C., the General Partner of Broken Arrow Family Housing, L.P., the owner(s), of the legal and equitable title to the following described real estate, "Grantor," for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, a municipal corporation, "Grantee" and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant(s) and convey(s) unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a perpetual easement, through, over, under and across the following described property, situated in Tulsa County, Oklahoma, to wit:

**10 foot waterline easement – see exhibit "A"**

for water lines and waterworks purposes, and for the purpose of permitting the Grantee to construct water lines, water mains, or appurtenances; through, over, under and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The Grantee, its officers, agents, employees and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said water main, and for the purpose of enabling the Grantee to do any and all convenient things incident to such constructing, operating, repairing and maintaining of such water main or mains.

The Grantee is hereby given and granted the exclusive possession of said above described premises for the stated purposes and Grantor(s) for them and their heirs, administrators, successors, and assigns, covenants(s) and agree(s) that no building, structure, fence, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated will be promptly corrected and eliminated immediately upon receipt of notice from Grantee, otherwise Grantor(s), their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 24<sup>th</sup> day of July, 2023.

Broken Arrow Family Housing, L.P.  
By: Broken Arrow Housing Partners II GP, L.L.C., the General Partner

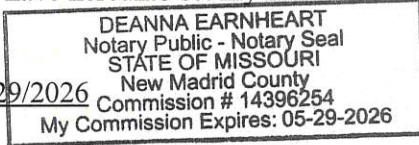
  
\_\_\_\_\_  
J. Jason Maddox, Manager

State of MISSOURI    )  
                                  )ss.  
County of DUNKLIN    )

Before me, the undersigned Notary Public, in and for said County and State, on this 24<sup>th</sup> day of July, 2023, personally appeared J. Jason Maddox, known to me 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 and voluntary act and deed for the uses and 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.

My Commission expires: 05/29/2026



  
\_\_\_\_\_  
Notary Public – Deanna Earnheart

Approved as to Form:

Approved as to Substance:

\_\_\_\_\_  
Asst. City Attorney

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

Engineer: \_\_\_\_\_ checked: \_\_\_\_\_  
Project: