

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, ROBERT K. MCCULLOUGH and GWENDOLYN L. MCCULLOUGH, CO-TRUSTEES of THE AMENDED AND RESTATED TRUST OF GWENDOLYN L. MCCULLOUGH DATED MARCH 2, 2004, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A" & "B"

for a period of not more than 12 MONTHS from the date of this instrument. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for the construction to repair a Haikey Creek sewer line crossing.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 18 day of September, 2018.

The Amended and Restated Trust of Gwendolyn L. McCullough, dated March 2, 2004

Robert K. McCullough, Co-Trustee

Gwendolyn L. McCullough, Co-Trustee

State of Oklahoma)
County of Tulsa) §.

Before me, the undersigned, a Notary Public within and for said County and State, on this 18 day of September, 2018, personally appeared Robert K. and Gwendolyn L. McCullough as Co-Trustees of the Amended and Restated Trust of Gwendolyn L. McCullough Dated March 2, 2004, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) 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.



KAREN L. PAX
Notary Public
Wagoner County
State of Oklahoma
Commission # 01003514
Expires: April 11, 2021

Notary Public

Approved as to Form:
Leslie Myers
Assistant City Attorney

Approved as to Substance:
City Manager

Attest:

Engineer: WSE checked: 9-18-18
Project: Haikey Creek Sewer Repair

City Clerk

EXHIBIT "A"

A tract of land that is part of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4) of Section Twenty (20), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, According to the United States Government Survey thereof, less and except the North Sixty (60) feet thereof, and less and except beginning 50 feet South of the Northwest corner of the Northeast Quarter of the Northwest Quarter (NE/4 NW/4); thence South 40 feet; thence East 152.33 feet; Thence North 40 feet: thence West 152.33 feet to the Point of Beginning, and less and except Beginning at the Northwest corner of the NE/4 NW/4, Section 20, Township 18 North, Range 14 East of the Indian Base & Meridian, Tulsa County, Oklahoma. Thence a distance of 10.232 feet East of the of said NE corner of NE/4 NW/4 to the Point of beginning; thence S4°57' 54"E (4.965°) a distance of 55.210 feet; thence S15°11'42"E (15.195°) a distance of 132.937 feet; thence South a distance of 592.728 feet; thence East a distance of 230.985 feet thence N 15°11'42" W (15.195°) a distance of 747.137 feet; thence N4°57'54" W (4.965°) a distance of 55.211 feet; thence West a distance of 70.000 feet to The Point of Beginning.

EXHIBIT "B"

SPECIAL CONDITIONS

Access is hereby granted to the City of Broken Arrow to cross private property to repair a sewer crossing Haikey Creek with the following understanding. The City of Broken Arrow representative and the land owner agree on the following items.

1. Only trees between the yellow "Caution" ribbons will be removed. Those marked with RED paint may be removed and cut into fire wood or hauled off. Firewood may be left on site.
2. All brush removed from the access path may be moved to the field as a staging area while working on the job and removed on completion.
3. The terrain will be restored approximately to its original state.
4. All rock and gravel that is dumped on the ground in any staging area will be cleared from the ground where dumped and moved to the creek at completion of job. The field will remain free from stones and gravel when done.
5. Top soil will be provided to fill in the ruts made in the field by truck passage when finished.
6. Trucks shall only use gate entrance north of pond and stay off of asphalt surfaces.
7. If the creek crossing (two 24" culvert pipes) to the backfield is damaged by truck traffic the City shall repair such crossing. Owner would purchase new culvert pipes for city installation if that would help.
8. Gate shall be locked with City lock and closed in evenings. Gate may remain open during daytime work hours.
9. Owner shall be notified the day when work commences and the day work is complete.
10. City will be given a temporary front gate code for light vehicle access to work site if requested.

Bob McCullough Feb 20, 2015
Land Owner
4501 West Washington, Broken Arrow