

**SEWER LINE EASEMENT
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, B-Z Properties, L.L.C., an Oklahoma Limited Liability Company, the Owner of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, does hereby assign, grant and convey to the City of Broken Arrow, Tulsa and Wagoner Counties, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real estate and premises, situated in Wagoner County, State of Oklahoma, to wit:

See Exhibits "A.1" and "A.2" attached hereto and made a part of this Easement grant by reference;

for the purpose of permitting the construction of a sewer line thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto. The City, its officers, agents, employees, and/or all persons under contract with it, may use and maintain said sewer lines and appurtenances and shall have the right to enter upon said above described premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining said sewer line and appurtenances within the easement, and for the purpose of enabling the City to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of said sewer line and appurtenances. There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities. The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and Grantor, for itself and its heirs, administrators, successors and assigns, covenants and agrees that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; expressly reserving to the Grantor, however, the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities through and across said premises herein described; and further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor or any person in privy with it, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

The easement granted herein is 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 platted, which plat shall have been approved by the Broken Arrow City Council and filed of record at the County Clerk's office, whereupon filing of said plat, said easement and right-of-way shall be automatically terminated, released, and cancelled.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 21ST day of NOVEMBER 2024.

B-Z Properties, L.L.C.

By Roger C. Broach, Manager
R - C - B

State of OKLAHOMA)
) ss.
County of Wagoner)

Before me, the undersigned, a Notary Public within and for said County and State, on this 21 day of November, 2024, personally appeared Roger C. Broach for B-Z Properties, L.L.C. to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation 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: 10/20/2027



Notary Public

Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer:  checked: 12/16/24
Project: