

P.O. Box 470235-74147

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BOOK 4765 PAGE 1207

W 238274

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

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MUTUAL ACCESS AND UTILITY EASEMENT

ANITA NESBITT
COUNTY CLERK

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owner of the legal and equitable title to the following described real estate, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid by CITY OF BROKEN ARROW, Tulsa County, State of Oklahoma, and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant and convey to City of Broken Arrow, County of Tulsa, Oklahoma, its heirs, administrators, successors and assigns, a perpetual mutual access and utility easement through, over, and across the following described real property:

A part of the Northeast 1/4 of Section 11, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows, to wit:

Commencing at a point, said point being the South corner of Lot 1, Block 7 of Indian Springs Manor Addition to the City of Broken Arrow, as per the recorded plat of said Addition; thence S 00°-00'-31" E a distance of 328.09 feet to a point; thence Due West a distance of 55.06 feet to the POINT OF BEGINNING; thence N 33°-57'-57" W a distance of 176.85 feet to a point; thence along a curve to the left having a radius of 184.59 feet and a delta angle of 35°-01'-31", a distance of 112.84 feet to a point; thence S 08°-06'-08" E a distance of 61.02 feet to a point; thence S 68°-59'-28" E a distance of 0.00 feet; thence along a curve to the right having a radius of 134.59 feet and a delta angle of 22°-16'-56", a distance of 52.34 feet to a point; thence S 33°-57'-57" E a distance of 200.94 feet to a point; thence N 30°-18'-42" E a distance of 55.50 feet to the POINT OF BEGINNING.

for the purpose of public ingress and egress by means of a public paved street, and for the purpose of permitting the City of Broken Arrow to construct a WATER MAIN thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same and of affording the City of Broken Arrow, its officers, agents, employees and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of enabling the City of Broken Arrow to do any and all convenient things incident to the construction, operation, repairing and maintaining of such WATER MAIN.

The easement granted herein shall not be impaired or otherwise affected by any division of ownership of the adjacent land or by sale of all of any part thereof.



BOOK 4765 PAGE 1208

Grantor retains, reserves and shall continue to enjoy the use of the surface of the property for any and all purposes which do not interfere with and prevent the use by Grantee, its successors and assigns, of said easement for the purposes set out herein.

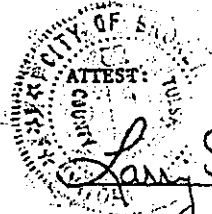
Grantee shall keep the above described property paved and maintained in good condition for the purpose of mutual access by Grantee, Grantor, their successors and assigns, and said covenant of Grantee may be enforced by specific performance.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns, forever.

In Witness Whereof, the parties have executed this agreement the 14 day of December, 1983.

ATTEST:

[Signature]
Secretary



[Signature]

BROKEN ARROW MANAGEMENT CORPORATION,
an Oklahoma corporation

By [Signature]
Its [Signature]



CITY OF BROKEN ARROW

By [Signature]
Its Vice Mayor

