

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **D & B PROCESSING, LLC**, a Oklahoma limited liability company, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," 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 is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

SEE EXHIBIT "A"

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

Grantor agrees not to build or construct any building or buildings upon the permanent 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.

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

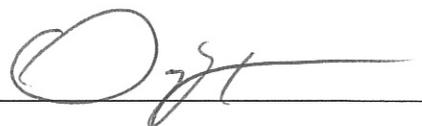
PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 9 day of January, 2024.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

D&B PROCESSING, LLC
a Oklahoma limited liability company

BY: 

Doug BURGESS CEO
NAME, TITLE OWNER

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9 day of January 2024, personally appeared Doug Burgess, to me known 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) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

Notary only for Doug Burgess.



Mandi Elias
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

[Signature]
Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

[Signature]
Michael L. Spurgeon, City Manager

Attest:

Engineer EL Checked: 2/1/2024
Project: Wagoner County Line Trunk Sewer, S.22020 Parcel 4

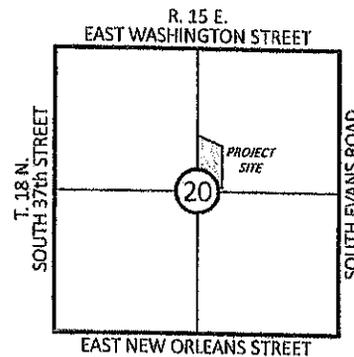
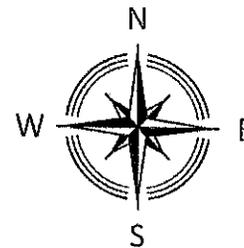
[Signature]
City Clerk

OWNER:
 D&B PROCESSING, LLC
 PROPERTY ID:
 730083395

EXHIBIT "A" PERMANENT EASEMENT

PROPERTY ADDRESS:
 PO BOX 141290 BROKEN ARROW OK
 STATEMENT OF BEARINGS

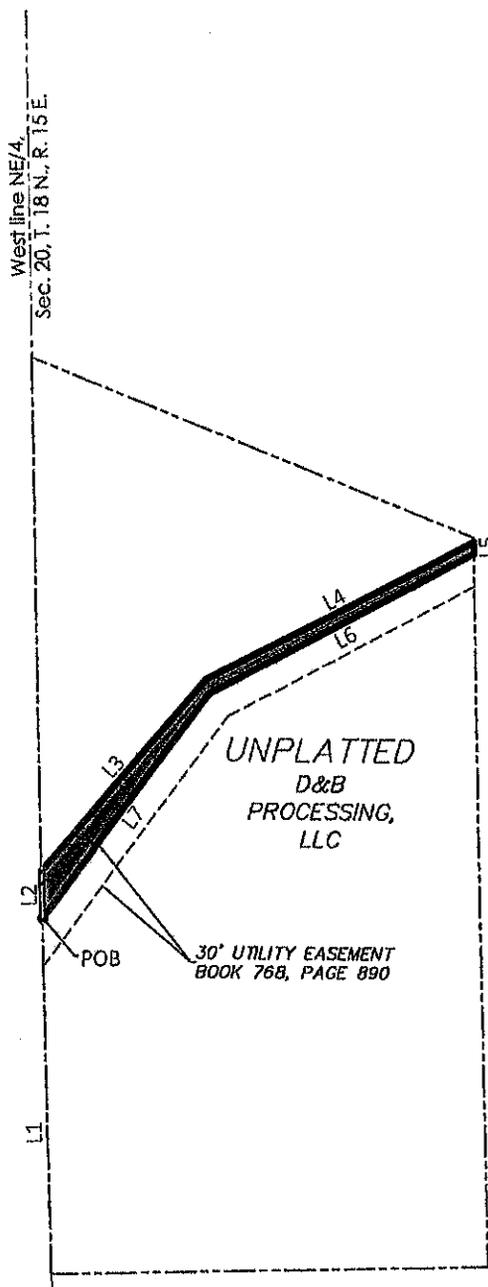
Basis of Bearings: Oklahoma State Plane Coordinate System,
 North Zone, 3501, NAD 83 (1993)



LOCATION MAP

LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- Permanent Easement
10,406.76 s.f. or 0.24 acres, more or less



A tract of land located in the Northeast Quarter (NE/4) of Section Twenty (20), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said NE/4; thence North 01°21'25" West and along the West line of said NE/4, for a distance of 446.55 feet to the POINT OF BEGINNING; thence continuing North 01°21'25" West and along said West line, for a distance of 49.74 feet; thence North 40°20'46" East, for a distance of 266.73 feet; thence North 62°19'25" East, for a distance of 316.73 feet; thence South 01°17'19" East, for a distance of 12.86 feet to a point on the North line of an existing 30 foot utility easement (Book 768, Page 890); thence South 61°37'52" West and along said existing easement, for a distance of 315.26 feet; thence South 36°22'08" West and continuing along said existing easement, for a distance of 294.92 feet to the POINT OF BEGINNING.

LINE	BEARING	DISTANCE
L1	N 01°21'25" W	446.55'
L2	N 01°21'25" W	49.74'
L3	N 40°20'46" E	266.73'
L4	N 62°19'25" E	316.73'
L5	S 01°17'19" E	12.86'
L6	S 61°37'52" W	315.26'
L7	S 36°22'08" W	294.92'