

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **FOREST RIDGE DEVELOPMENT, LP** the owner(s), of the legal and 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, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, 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"
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

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 11th day of May 2017.

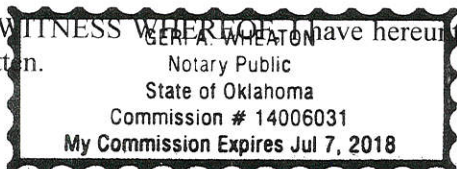
Forest Ridge Development, LP

[Signature]
John J. Robson, President

State of Oklahoma)
) §
County of Wagoner)

Before me, the undersigned, a Notary Public within and for said County and State, on this 11th day of May 2017, personally appeared **John J. Robson** 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 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: July 7th, 2018

[Signature]
Geri A. Wheaton
Notary Public

Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer: [Signature] checked: 05/11/17
Project: 175115: Kenosha and Midway Traffic Signal

Exhibit "A"

Parcel No. 1
Forest Ridge Golf Club

Date Written: May 3, 2017

PERMANENT EASEMENT

A parcel of land lying in part of the NE1/4 of Section 10, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follow:

Commencing at the Northeast corner of said Section 10, thence S01°28'23"E along the East line thereof 50.00 feet; thence S88°53'26"W 24.75 feet to the intersection of the South right-of-way line of East 71st Street South and the westerly section line statutory right-of-way line, being the point of beginning; thence S01°28'23"E along said westerly section line statutory right-of-way line 35.00 feet; thence N46°17'28"W 49.65 feet to said South right-of-way line; thence N88°53'26"E along said South right-of-way line 35.00 feet to the point of beginning.

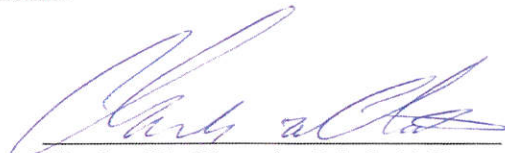
Containing 612.49 square feet or 0.01 acres.

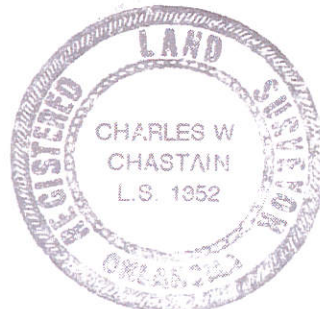
Bearings based on Oklahoma State Plane Coordinate system, North Zone.

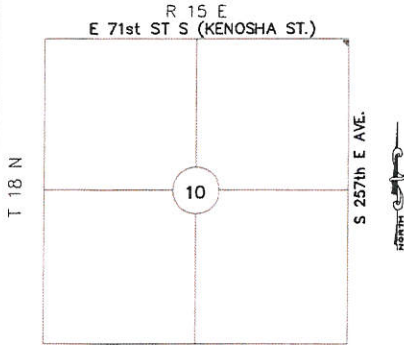
Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Permanent Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

May 8, 2017
Date


Charles W. Chastain, P.L.S. 1352





JOB NUMBER:
 PARCEL NO. 1
 COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
 PART OF NE1/4
 SECTION 10, T18N, R15E
 PERMANENT EASEMENT - 612.49 S.F.



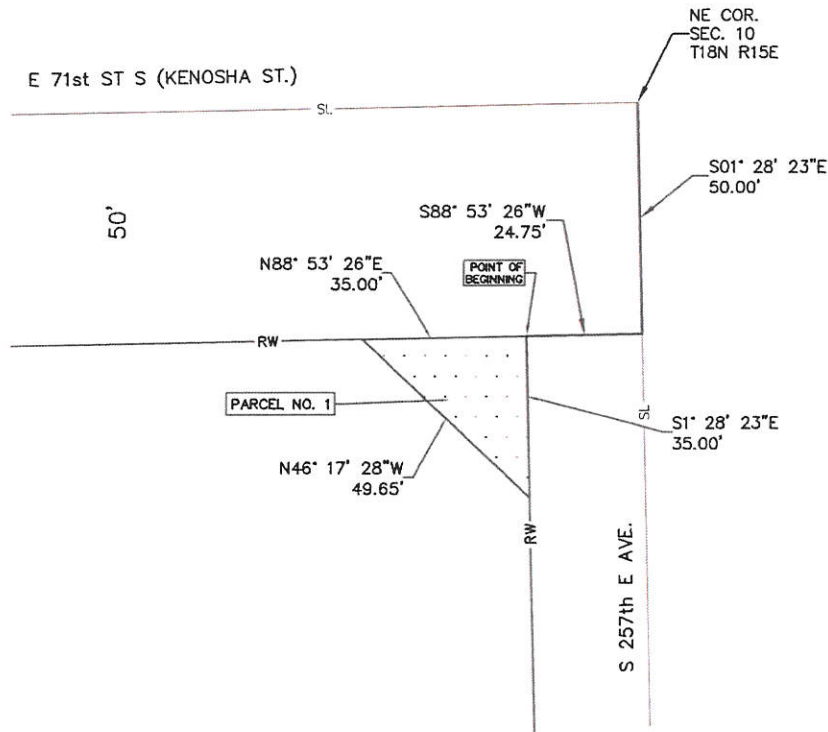
LEGEND

- PERMANENT EASEMENT
- TEMP. CONSTRUCTION EASEMENT

---'---' RECORDED DISTANCES

BASIS OF BEARING - STATE PLANE COORDINATE SYSTEM (NAD 83)

CHARLES CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.
 905-A SOUTH 9TH STREET, BROKEN ARROW, OK
 918-251-0717, FAX 918-251-0754
 CA #219, EXPIRES 06/30/17

| | | | |
|----------|---|-----------|-------------|
| TITLE: | 175115: KENOSHA AND MIDWAY TRAFFIC SIGNAL | | |
| PROJECT: | 16SURVTEC4 | | |
| OWNER: | FOREST RIDGE GOLF CLUB | | |
| DATE: | MAY 3, 2017 | REVISION: | MAY 8, 2017 |

DONATION CERTIFICATE

Project: 175115
~~S.1608~~ County: Wagoner State: OK

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

- a. As a permanent right-of-way
- b. As a permanent easement
- c. As a temporary construction easement

| |
|---|
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| ✓ |
| |

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by:

- a. **Donation**
- b. **Sale**

NOTE: (Owner (s) / signer (s) enter initials in appropriate brackets)

[Signature]
Agent Signature

Acquisition Agent
Title

5/9/17
Date

[Signature]
Signature

JR
~~Joe Robson~~ John J. Robson
President

5/9/17
Date

FOREST RIDGE DEVELOPMENT LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

This Agreement of Limited Partnership (the "Agreement") is made and entered into as of the _____ day of _____, 1988, by and between THE ROBSON COMPANIES, INC., an Oklahoma corporation, as General Partner, and NICK ROBSON, ALMA L. ROBSON, EDWARD D. ROBSON, BRUCE A. ROBSON, JOHN J. ROBSON and SYBIL A. ROBSON, as Limited Partners, for the purpose and upon the terms, conditions and understandings, as set forth herein.

I.

DEFINITIONS

1.1. **The Partnership.** The Partnership shall be the Limited Partnership formed herein.

1.2. **The Name of the Partnership.** The name of the Partnership shall be the name first shown above, and the business of the Partnership shall be conducted under this name.

1.3. **The General Partner.** The Robson Companies, Inc., an Oklahoma corporation, whose address is 25695 East 71st Street, Unit A, Broken Arrow, Oklahoma 74014, shall be the General Partner.

1.4. **The Limited Partners.** NICK ROBSON, ALMA L. ROBSON, EDWARD D. ROBSON, BRUCE A. ROBSON, JOHN J. ROBSON and SYBIL A. ROBSON, at the addresses shown on the signature page, shall be each and every one Limited Partners.

1.5. **The Principal Office.** The principal office and place of business of the Partnership shall be that described below, or such other location as the parties may agree upon in writing:

25695 East 71st Street, Unit A
Broken Arrow, OK 74014

1.6. **The Partners.** The Limited Partners and the General Partner collectively may be referred to as the Partners.

1.7. **The Partnership Interest.** The "Partnership Interest" shall mean the respective interest shown by each of the respective Partners in the Partnership as set forth below:

| Partner | Percentage Interest |
|----------------------------|---------------------|
| The Robson Companies, Inc. | 60% |
| Nick Robson | 20% |
| Alma L. Robson | 4% |
| Edward D. Robson | 4% |
| Bruce A. Robson | 4% |
| John J. Robson | 4% |
| Sybil A. Robson | 4% |

2.4. **Indemnity Against Pre-Existing Liabilities.** There shall exist no liability in regard to this Agreement on the part of the Partners, for any claim, debt or obligation which may occur prior to the time of formation of the Partnership, and each Partner hereby agrees and does indemnify and hold harmless the other Partners from the same.

2.5 **Name and Address of Registered Agent.** The name and address of the Registered Agent for this partnership is as follows:

John J. Robson
2425 East 24th Street
Tulsa, OK 74114

III.

PURPOSE AND INTENT

3.1. The purpose and intent of the Partnership shall be to construct, own and operate The Project, which shall include the following:

- (a) to purchase, acquire and accept conveyance of the Property;
- (b) to own, operate, develop, improve, maintain, rent, lease or sell the Project, whether as a part or as a whole, whether personalty or realty;
- (c) to incur debt for acquisition, improvement, conversion, construction, operation, and for other Partnership purposes;
- (d) to produce income from and by The Project;
- (e) to hold the Project for capital appreciation and investment; and
- (f) for any other lawful business under The Act, and within the contemplation of this Agreement so long as the same shall be for the benefit of the Partnership.

IV.

CAPITALIZATION, CONTRIBUTIONS AND LOANS BY PARTNERS

4.1. **Capital Accounts.** Each Partner shall have a Capital Account. For all purposes of this Agreement, the "Capital Account" of a Partner as of any date is hereby defined to mean the amount of cash (or the agreed value of property other than cash) contributed by such Partner to the capital of the Partnership, properly adjusted to reflect (i) such Partner's distributive share of profits and losses (including, if such date is not the close of a Partnership accounting year, his distributive share of profits and losses of the Partnership for the period from the close of the last such Partnership accounting year to such date); and (ii) distributions by the Partnership to such Partners (including, if such date is not the close of a Partnership accounting year, distributions by the Partnership to him during the period from the close of the last such Partnership accounting year to such date).

or agrees to make to the Partnership. Except as otherwise provided herein, a Limited Partner cannot be assessed or required to make an additional capital contribution to the Partnership above that which such Limited Partner agrees to make to the Partnership.

V.

MANAGEMENT

5.1. General Responsibility and Limitation on Limited Partner. Management of the day to day affairs of the Partnership shall be vested in the General Partner. No Limited Partner shall have either the obligation or the right to take part directly in the active day-to-day management of the business, and no Limited Partner is authorized to do or perform any act, thing, or deed in the name of or for or on behalf of the Partnership. Nothing herein contained shall limit or be deemed to limit the activities of any Limited Partner in dealing with Partnership business and affairs as a lender to the Partnership. It is specifically recognized and acknowledged by the General Partner that the General Partner owes a fiduciary duty to the Partnership and to the Partners, as defined under The Act and under Partnership Law.

5.2. Rights, Powers and Duties of General Partner. Except as expressly hereinafter limited, the General Partner shall have authority to do any and all things necessary to carry out the purpose of this Partnership, including, but not limited to (i) execute such documents as it may deem advisable for Partnership purposes; (ii) perform or cause to be performed the Partnership's rights, under any agreement to which the Partnership is a part; and (iii) sell, transfer or convey the Project, or finance or refinance the Project, upon such terms and conditions as it determines appropriate. The General Partner may, on behalf of the Partnership, employ, engage, retain or deal with any person to act in such other capacities as the General Partner may determine; provided that in all such cases such services are deemed by the General Partner to be advisable and the compensation therefor is reasonable; and provided, further, that the General Partner shall continue to be primarily responsible for the fulfillment of all of its obligations pursuant to this Agreement. The fact that any such person is an Associate or Affiliate of the General Partner shall not prohibit the General Partner from employing or otherwise dealing with such person, provided that (i) any such employment or dealing shall be done at rates not to exceed those which would reasonably be paid to an unaffiliated entity for similar services, supplies, materials or other such dealings, and (ii) the agreement with such person shall provide that any Limited Partner or its authorized representative shall be permitted to examine and audit the books and records of such person, as they relate to such transactions, at such person's place of business during normal business hours. The Partnership shall reimburse the General Partner for direct out-of-pocket expenses incurred on behalf of the Partnership in accordance herewith. Except as may otherwise be provided herein or under The Act, the General Partner shall possess the same rights and powers as a General Partner in a Partnership without Limited Partners (a General Partnership) formed under the laws of the State of Oklahoma.

SIGNED this 19th day of July, 1988.

GENERAL PARTNER:

THE ROBSON COMPANIES, INC.,
an Oklahoma corporation

By: *John J. Robson*
John J. Robson, President

Address:

25695 East 71st Street, Unit A
Broken Arrow, OK 74014

ATTEST:

Hannah D. Robson
Secretary

(CORPORATE SEAL)

LIMITED PARTNERS:

Nick Robson
Nick Robson

Address:

Robson Ranch
Route 1, Box 119
Catoosa, OK 74015

Alma L. Robson
Alma L. Robson

Address:

Robson Ranch
Route 1, Box 119
Catoosa, OK 74015

Edward D. Robson
Edward D. Robson

Address:

4320 East 100th Street
Tulsa, OK 74137

Bruce A. Robson
Bruce A. Robson

Address:

1525 East 27th Street
Tulsa, OK 74114

John J. Robson
John J. Robson

Address:

2425 East 24th Street
Tulsa, OK 74114

Nick Robson - Atty
Sybil A. Robson,
by Nick Robson, Attorney-in-Fact

Address:

1517 View Site Terrace
Los Angeles, CA 90069