

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BURCH BROTHERS INVESTMENT COMPANY, LLC, an Oklahoma limited liability company, 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, 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 Tulsa County, State of Oklahoma to wit:

SEE EXHIBITS "A" & "B"

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.

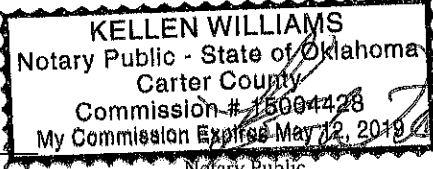
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 9 day of 11 20 16.

Braden Burch, Managing Member

State of Oklahoma)
) §
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 9 day of November 20 16, personally appeared Braden Burch 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: 5/12/19

Approved as to Form: [Signature]
Asst. City Attorney

Approved as to Substance:
City Manager

Engineer: [Signature] checked: 12/13/16
Project: WL1606 Waterline Improvements, Washington Street: Elm to Main

EXHIBIT "A"

OWNER:

ADDRESS:

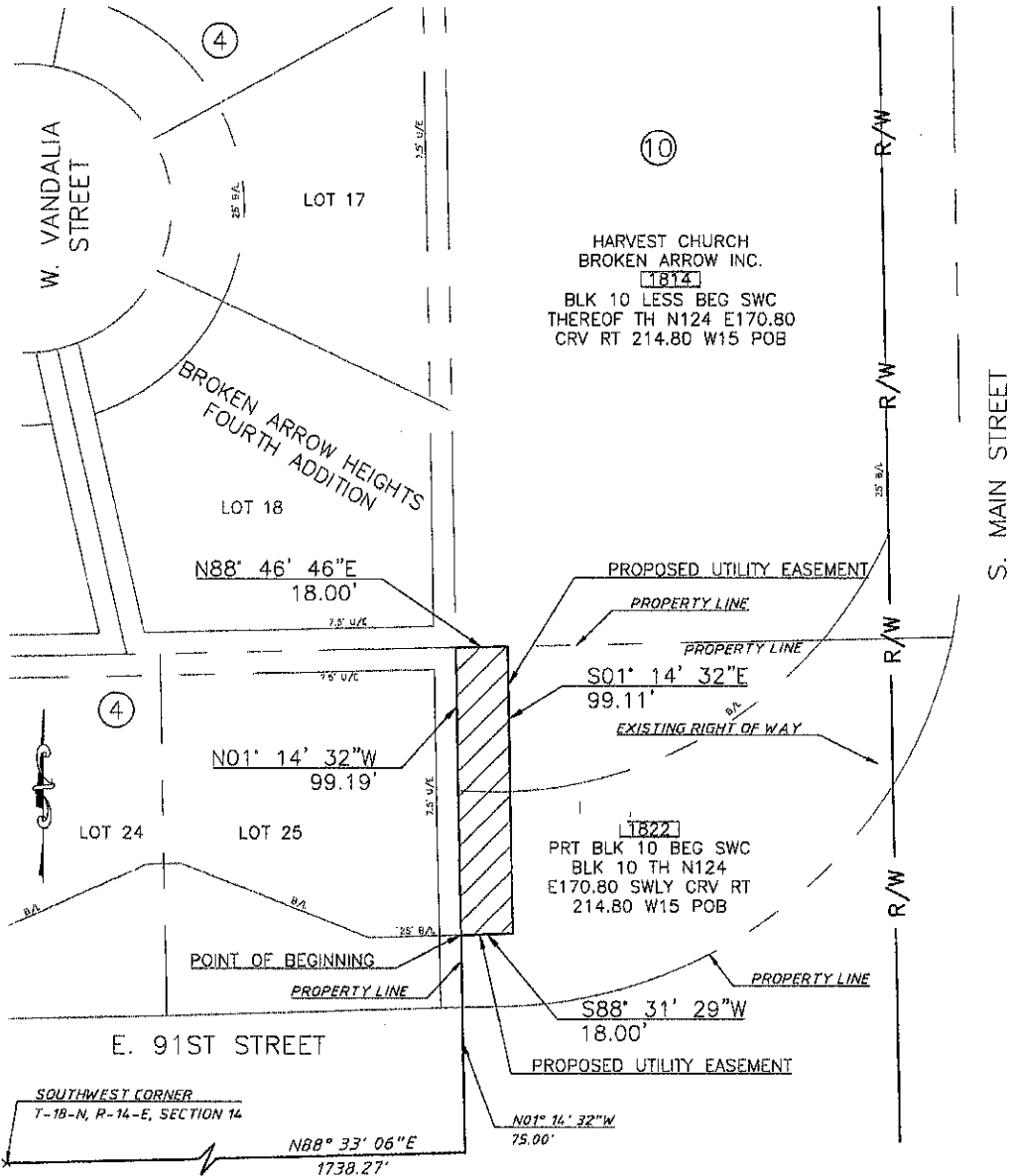
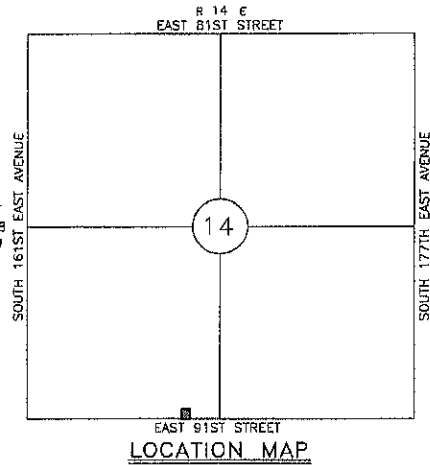
1822 SOUTH MAIN STREET EAST
BROKEN ARROW, OK 74012

STATEMENT OF BEARINGS

ALL BEARINGS ON THIS PLAT OF SURVEY
ARE BASED UPON THE OKLAHOMA STATE
PLANE COORDINATE SYSTEM.

SURVEYOR

LEMKE LAND SURVEYING, LLC
CA# 6975
3226 BARTCONNER DRIVE
NORMAN, OK 73072
405-366-8541



	PARCEL: 1	DATE: 04/21/2016
	REV: -	DRAWN BY: C.D.G.
		SCALE: 1:50
		CHECKED BY: S.M.H.

EXHIBIT "B"


LEGAL DESCRIPTION

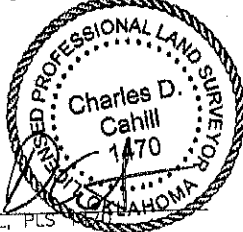
A strip, piece or parcel of land lying in part of the Southwest Quarter (SW/4) of Section 14, Township 18 North, Range 14 East, IM, City of Broken Arrow, Tulsa County, Oklahoma. Said Parcel of land being described by metes and bounds as follows:

Commencing at the southwest corner of said Southwest Quarter (SW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East; thence, N 88° 33' 06" E along the South line of said Southwest Quarter (SW/4) a distance of 1738.27 feet; thence, N 01° 14' 32" W a distance of 75.00 feet to the point of beginning; said point being on the East line of Lot 25, Block 4, Broken Arrow Heights Fourth Addition, a re-sub of block 5 of Broken Arrow Heights Second Addition to City of Broken Arrow, according to the recorded plat thereof; thence, N 01° 14' 32" W along the East line of said Lot 25 a distance of 99.19 feet; thence, N 88° 46' 46" E a distance of 18.00 feet; thence, S 01° 14' 32" E parallel with said East line of Lot 25 a distance of 39.11 feet; thence, S 88° 31' 29" W a distance of 18.00 feet to the point of beginning. Said tract of land containing 1784.70 square feet (0.04 acres), more or less.

CERTIFICATION

I, CHARLES D. CAHILL, P.L.S., LEMKE LAND SURVEYING, LLC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS FOR LAND SURVEYING FOR THE STATE OF OKLAHOMA.


CHARLES D. CAHILL, P.L.S.



7/13/2016
DATE

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
DESIGNED TO SERVE

PARCEL: 1
REV: -

DATE: 04/21/2016
DRAWN BY: C.D.G.
SCALE: 1:50
CHECKED BY: S.M.H.

- (a) To enable the Managers to control the investment and reinvestment of the Company's property and income, for the benefit of each Member(s);
- (b) To provide mechanisms which will eliminate the potential in the future of any member of the Burch family transferring his or her interest in the Company, without first offering that interest to the other Burch family members;
- (c) To consolidate the assets of Members, as applicable, to take advantage of the savings which may be realized from having a single pool of assets to manage, as opposed to multiples pools of assets;
- (d) To facilitate the transfer of property to certain permitted transferees and to limit the ownership of the Membership Interests to certain persons; and,
- (e) To facilitate the communication between or among the Members (whenever there is more than one Member) concerning matters relating to the management of the Company's property.

2.7 *Duration of Company:* The duration of this Company shall be perpetual. Further, this Company shall only terminate when a proposal to dissolve the Company is adopted by the membership of this Company or when this Company is otherwise terminated in accordance with law.

ARTICLE III

MANAGEMENT PROVISIONS

3.1 *Management by Members:* This Company will initially be managed by the Managing Member listed below. All managers who are also Members of this Company are designated as "Members"; nonmember managers are designated as "nonmembers."

Braden C. Burch – Manager and Member
5117 E. 107th Place
Tulsa, Oklahoma 74137

3.2 *Exculpation of Liability:* Unless otherwise provided by law or expressly assumed, a person who is a Manager shall not be liable for the expenses, acts, debts or liabilities of the Company, or for claims made against it.

3.3 *Authority and Votes of Managers:* Except as otherwise set forth in this agreement, the Articles of Organization, or as may be provided under state law, all