

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned David C. Frye, manager the owner(s) of the legal and equitable title to the following described real estate, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant(s) and convey(s) unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a perpetual easement, through, over, under, and across the following described property, situated in Tulsa County, Oklahoma to wit:

Exhibit 3A (1 of 2), Exhibit 3A (2 of 2)

upon the completion of the initial construction by the Grantor and the acceptance by the City of Broken Arrow for the sewer line and appurtenances exclusively, and for the purpose of permitting the City to maintain a sewer line thereon; through, over, under and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The City of Broken Arrow, its officers, agents, employees and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer lines, and for the purpose of enabling the City to do any and all convenient things incident to such operating, repairing and maintaining of such sewer lines and appurtenances. The Owner will construct the sewer line improvements and the City upon acceptance will be in charge of the utility.

The City is hereby given and granted the exclusive possession of said above described premises for the stated purposed and grantor(s), for them and their heirs, administrators, successors, and assigns, covenant(s) and agree(s) that no building, structure, fence, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privity with them, 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 violations, and grantor(s) their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 18th day of April 20 17

David C. Frye, Manager

State of Oklahoma)
) ss.
County of Washington

Before me, the undersigned, a Notary Public within and for said County and State, on this 18th day of April 20 17, personally appeared David C. Frye to me known to be the identical person(s) who executed the within and foregoing instrument as his free and voluntary act and deed 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: _____

Kristy Payne
Notary Public
Washington County, Arkansas
Comm. No. 12390934
Comm. Exp. 11-17-22

Kristy Payne
Notary Public

Approved as to Form: _____

Approved as to Substance: _____

Asst. City Attorney _____

City Manager _____

Engineer: _____ checked: _____
Project: _____

EXHIBIT "3A" (1 OF 2)

LEGAL DESCRIPTION

OWNER: 91st LYNN LANE, LLC
Section 13, T-18-N, R-14-E

Utility Easement

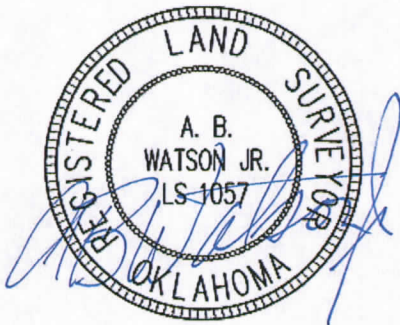
Real Estate: A parcel of land lying in the Southwest Quarter (SW/4) of Section Thirteen (13), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma. Said Utility Easement is to be 7.5' on each side of the following described centerline, Bearings based on State Plane Coordinates and evidence found in the field.

Utility Easement Description:

Commencing at the Southwest corner of the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Thence N 88°45'07" E along the South line of said section a distance of 1980.09 feet, Thence N 1°14'53" W a distance of 24.75 feet to the Point of Beginning and a point on the north statutory right-of-way line of Washington Street, Thence N 1°18'19" W a distance of 1289.59 feet, Thence S 88°45'45" W a distance of 1187.24 feet and the end of the easement, Thence continuing S 88°45'45" W a distance of 792.60 feet to a point on the West section line of said section, Thence S 1°17'35" E along the East line of said section a distance of 1314.71 feet to the Point of Commencement. Containing 0.85 acres or 37,152 square feet, more or less.

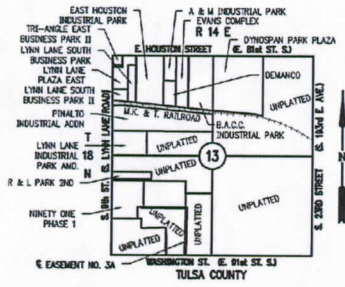
Real Property Certification

I, A. B. Watson Jr., certify that the attached legal description 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 in the State of Oklahoma.



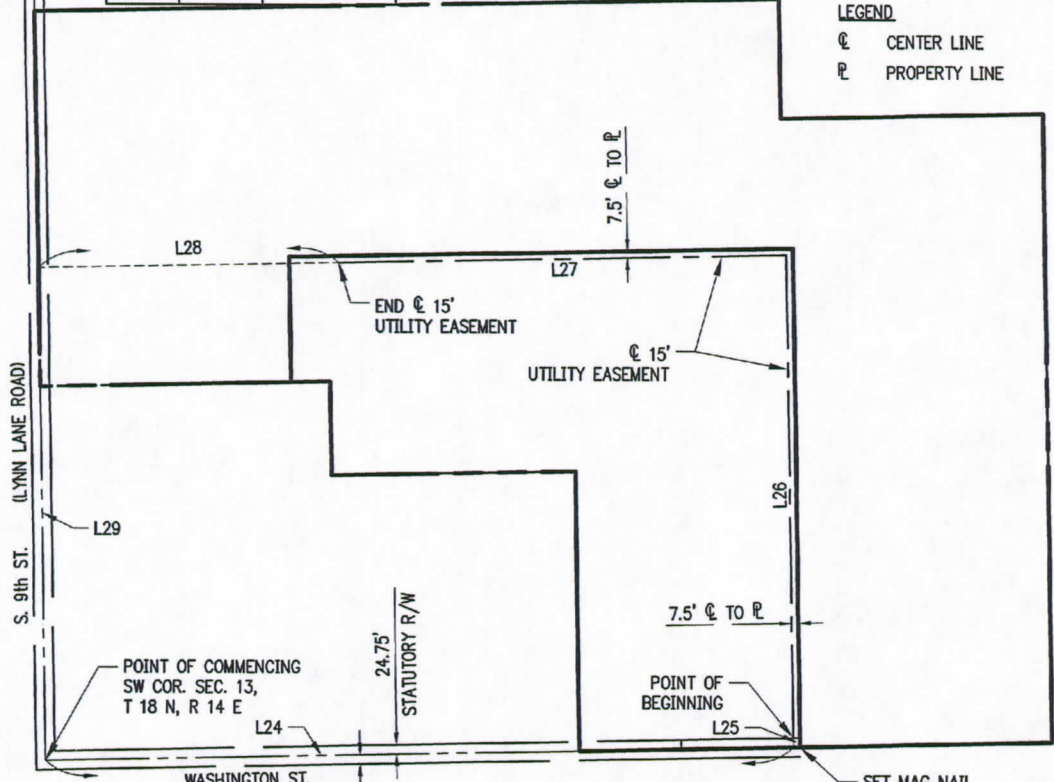
Surveyor's Name: **A. B. Watson Jr.**
Oklahoma P.L.S. # **1057**
Certificate of Authorization No. **973**
Ça expiration date: **July 30, 2018**

EXHIBIT "3A" (2 OF 2) UTILITY EASEMENT

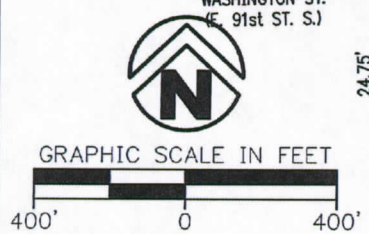


JOB:	15106901
PARCEL NO.:	3A
COUNTY:	TULSA
LOCATION DESC:	SW/4 SEC 13, T 18 N, R 14 E
BEFORE GROSS (MORE OR LESS):	0 SF 0 AC
EXISTING R/W:	0 SF 0 AC
PERMANENT R/W:	0 SF 0 AC
REM. IN QTR.:	N/A N/A
WATERLINE EASEMENT:	N/A N/A
UTILITY EASEMENT:	37,152 SF 0.85 AC
OWNER:	91st LYNN LANE, LLC

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L24	1980.09'	N 88°45'07" E
L25	24.75'	N 1°14'53" W
L26	1289.59'	N 1°18'19" W
L27	1187.24'	S 88°45'45" W
L28	792.60'	S 88°45'45" W
L29	1314.71'	S 1°17'35" E



LEGEND
 ⊕ CENTER LINE
 ⊕ PROPERTY LINE



CRAFTON, TULL & ASSOCIATES, INC.
 CA 973 (PE/LS) EXPIRES 6/30/2018

