



BROKEN ARROW
Where opportunity lives

**APPLICATION FOR
CLOSINGS, VACATIONS
AND/OR ENCROACHMENTS**

APPLICATION IS HEREBY MADE TO THE CITY OF BROKEN ARROW TO CONSIDER ONE OF THE FOLLOWING:

CHOOSE (1) CLOSURE: X ENCROACHMENT: _____ VACATION: _____

CHOOSE (1) EASEMENT: X RIGHT OF WAY: _____ PLAT: _____

Property Location: See legal description in Mutual Road Easement attached.

Legal Description: Berwick South Addition
Subdivision Lot Block

Parcel number: _____

Plat name* (if applicable): Berwick South

*If unplatted: **Attach legal description and electronic legal description in WORD format**

Project Details (Include-purpose of project, why the request, new proposal, etc.):

Mutual Road Easement is not necessary in light of Berwick South Plat

Applicant (Name & Company): Rland Development Group, LLC c/o R. Mark Petrich

Address: 320 South Boston Avenue, Suite 200

City: Tulsa State: OK Zip: 74103

Phone: 918-594-0464 Fax: 918-594-0505

Email: mpetrich@hallestill.com

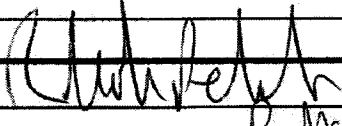
Property Owner(s) of Record: Rland Development Group, LLC

Address: 8556 East 101st Street, Suite F

City: Tulsa State: OK Zip: 74133

Phone: 918-582-4300/918-633-1768 Fax: 918-582-4360

Email: Hastyblake@aol.com

SIGNATURE OF APPLICANT:  DATE: 3/18/16
(TYPE OR PRINT NAME OF APPLICANT SIGNING): R. Mark Petrich

CHECK BOX IF ATTACHING OWNER'S SIGNATURE AUTHORIZATION FORM

SIGNATURE OF PROPERTY OWNER(S):  DATE: 3.18.16
(PRINT NAME OF OWNER(S) SIGNING): E. Blake Hastings, Manager



BROKEN ARROW

Where opportunity lives

APPLICATION FOR CLOSINGS, VACATIONS AND/OR ENCROACHMENTS

UTILITY COMPANY REVIEW FOR:

CHOOSE (1) CLOSURE: X DEDICATION: _____ VACATION: _____

CHOOSE (1) EASEMENT: X RIGHT OF WAY: _____ PLAT: _____

Applicant (Name & Company): Rland Development Group, LLC c/o R. Mark Petrich

Phone: _____ Email: _____

Property Location: See legal description in Mutual Road Easement attached.

Legal Description: Berwick South Addition
Subdivision Lot Block

Parcel number: _____

Plat name* (if applicable): Berwick South

*If unplatted: **Attach legal description and electronic legal description in WORD format**

AEP/PSO: Tyler Devereux Signature: _____

Phone: 918.599.2488 Comments: _____

Fax: 918.599.3266 _____

Email: thdevereux@aep.com _____

Windstream: Angela Rahe Signature: _____

Phone: 918.451.3427 Comments: _____

Fax: 918.451.1865 _____

Email: Angela.rahe@windstream.com _____

ONG: James Nobles Signature: _____

Phone: 918.831.8267 Comments: _____

Fax: 918.831.8250 _____

Email: James.nobles@onegas.com _____

COX: Kevin Catlett Signature: _____

Phone: 918.286.4658 Comments: _____

Fax: 918.286.4018 _____

Email: kevin.catlett@cox.com _____

City of BA Barney Campbell Signature: _____

Phone: 918.259-2400 EX 7426 Comments: _____

Email: bcampbell@brokenarrowok.gov _____

GUIDELINES FOR SUBMITTAL OF APPLICATION FOR: ENCROACHMENT(S); CLOSING/VACATING AN EASEMENT(S), RIGHT-OF-WAY(S); VACATION OF PLAT

Confirm the following was submitted with application, incomplete applications will not be processed:

- Parcel number (required-obtain from County Tax Bill)
- Detailed description of reason for request (PDF or hard copy and word doc./email)
- Original Legal documents signed and executed by all relevant parties (templates available upon request)
 - All documents with legal descriptions must have stamp and *original signatures* of licensed Land Surveyor
 - All signatures, seals, and stamps must not encroach into the 1 (one) inch margins on documents
- Survey depicting the entire property
 - Survey of entire easement, encroachment or right-of-way
 - Survey of portion to be closed and/or vacated or encroached
- Location Map using Broken Arrow Street names
- Legal description AND address of the subject property
- Legal description of entire easement, encroachment and/or public right-of-way
- Legal description of the portion of the easement, encroachment and/or right-of-way requested to be closed and /or vacated, or encroached
 - Legal descriptions must be submitted (email) in WORD format
 - Email PDF's AND required word doc as requested per application (mhilton@brokenarrowok.gov)

Fee: Per Manual of Fees)

Closure of Easement(s) and Right of Way:

- \$1,000.00 (non-refundable) for proposed construction
- \$500.00 (non-refundable) for existing encroachments
- \$1,000.00 (non-refundable) for General

Encroachment Agreement:

- \$500.00 (non-refundable)

Vacation of Plat:

- \$500.00 (non-refundable)

Notice of Easement or Right of Way Closing: \$6.00 per mailing (when applicable)

CITY STAFF TO COMPLETE THIS SECTION

REC'D BY: _____ FEE: _____ RECEIPT NO. : _____

PROJECT NAME (IF APPLICABLE): _____

CITY COUNCIL DATE: PREVIEW ORDINANCE: _____ ORDINANCE: _____

NOTES: _____

Received Date (Date Stamp Here)
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MUTUAL ROAD EASEMENT

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This Mutual Road Easement (the "Easement") is executed the 22nd day of June, 2006, by RLAND DEVELOPMENT GROUP, L.L.C., an Oklahoma limited liability company ("Rland") by Jay S. Mitchell, its manager and the City of Broken Arrow, Oklahoma, a municipal corporation (the "City").

WITNESSETH:

WHEREAS, Rland is the owners of all of the real property described in the Exhibit "A" attached hereto and made a part hereof (the "Rland Property"); and

WHEREAS, the City has required Rland to grant an easement over, through and across the real property more particularly described on the Exhibit "B", attached hereto and made a part hereof, which is hereinafter referred to as the "Easement Area" in order to provide access to the Rland Property being platted as "Berwick on Cedar Ridge Blocks 2, 3, 4, 5 & 6, An Addition to the City of Broken Arrow, Tulsa County, Oklahoma" ("Rlands' Adjoining Property"); and

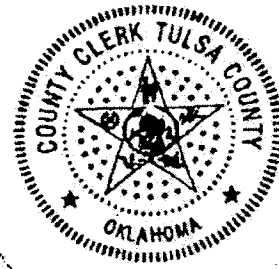
WHEREAS, Rland has agreed to grant an easement over, through and across the Easement Area, as set forth hereinafter.

NOW, THEREFORE, in consideration of the sum of Ten and no/100ths Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rland hereby grants, bargains and conveys unto the City of Broken Arrow, Oklahoma, a municipal corporation, its successors and assigns, the Easement and the rights and obligations as hereinafter set forth:

Cook # Assoc Eng., Inc
121 E College St.
BA., OK 74012 ✓

SECTION I.
MUTUAL ROAD EASEMENT

- A. Easement Grant. Rland grants to City the right and non-exclusive easement for access, ingress and regress over, across and through the Easement Area for the purposes of (i) permitting emergency vehicles and other municipal vehicles, including, but not limited to; utility trucks, fire trucks, ambulances, police cars and other emergency and public service vehicles owned or licensed by the City and (ii) pedestrian and vehicular passage, access, ingress and regress from all public roads connecting to the Easement Area. The Easement shall be located on the Easement Area as more particularly described on the Exhibit "B" attached and as graphically depicted on the Exhibit "C" attached hereto and made a part hereof. Rland, for itself and its successors and assigns, reserves the right to use the Easement for all purposes not inconsistent with the rights granted herein to the City and to have the mutual, non-exclusive use of the Easement Area with the City.



- B. **Obstructions.** The Easement Area shall be kept free of obstructions and vehicular parking shall be prohibited within the Easement Area, except for construction and utility vehicles and employee vehicles.
- C. **Surfacing.** Rland shall construct and pave the Easement in accordance with specifications and plans approved by the City and the construction shall be inspected by the City to ensure that it is constructed according to the approved plans and specifications.
- D. **Maintenance.** Until such time as the Easement Area is in full compliance with the Broken Arrow Road specifications, the owners of the Rland Property shall have the sole obligation to maintain the paving of the Easement Area at their sole cost and expense. Maintenance shall meet the standards of the City for maintenance of public roads.

**SECTION II.
GENERAL PROVISIONS**

- A. **Reservation of Rights.** Notwithstanding any of the provisions above to the contrary, Rland, specifically reserves unto itself, its grantees, successors and assigns, the following rights pertaining to the Easement:
 - 1. The right, from time to time, to remove, relocate or otherwise modify the Easement Area and road constructed within the Easement Area; provided that such owners, shall, at their sole cost and expense, grant a new easement in width the same as the Easement Area, which relocation and new Easement Area is subject to acceptance and approval by the City.
 - 2. The right to grant additional easements with perpendicular crossings of the Easement Area for the purpose of installing and maintaining utility lines and facilities; provided, however, in the exercise of the rights reserved, the party using such easement shall not unreasonably interfere with the City's use of the Easement.
 - 3. The right to grant the non-exclusive use of the Easement to others for vehicular and pedestrian access
 - 4. The right to dedicate the Easement and the Easement Area to the public or to deed the same to the City of Broken, Arrow, Oklahoma, at which time all obligations to maintain the same shall terminate upon acceptance thereof by the City.
- B. **Amendment.** This Easement may be amended from time to time by written instrument executed by Rland, its successors or assigns and

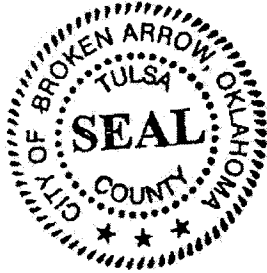
approved, accepted and executed by the City, its successors or assigns. An instrument amending or terminating this Easement may be recorded in the real estate records of the Office of the County Clerk of Tulsa County, Oklahoma, and shall be effective from and after the date of recording.

- C. **Enforcement.** The parties hereto and their grantees, successors and assigns, shall have the right to compel performance of the terms and provisions of this Easement by suit for specific performance or mandatory injunction, and the right to restrain or enjoin any threatened or continuing violation of the terms of this Easement. In any action to enforce the terms of this Easement or to enjoin a threatened or continued violation hereof, the defense that the party initiating such equitable proceedings has a speedy and adequate remedy at law is hereby waived. The right herein granted to seek and obtain injunctive relief or specific performance shall not preclude an aggrieved party from recovering any damages sustained by him by reason of breach any of the covenants and agreements herein, and shall not preclude such party from seeking and obtaining any other remedy or relief afforded by the terms of this Easement or by law for a breach of the covenants and agreements herein contained. In any such action seeking to enforce the terms of this Easement, including an action for damages or injunctive relief or specific performance, the prevailing party or parties shall be entitled to recover from the party not prevailing, all reasonable expenses incurred by the prevailing party, including reasonable attorneys' fees.
- D. **Binding Effect.** This Easement shall benefit and burden the lands described herein and shall be appurtenant to and run with the land and shall inure to the benefit of and shall bind each owner, their tenants, guests and invitees; provided, however, that this Easement shall automatically terminate and be of no further force and effect at such time as the property on which it is located is platted and the plat filed of record in the Office of the County Clerk of Tulsa County, provided that such plat shall include a second point of access from Mingo Road to South Retana Avenue in the Subdivision known as Berwick on Cedar Ridge Blocks 2, 3, 4, 5 & 6.

EXECUTED to be effective the day and year first above written.

RLAND DEVELOPMENT GROUP, L.L.C., an
Oklahoma limited liability company

By: *Jay S. Mitchell*
Jay S. Mitchell, Manager



CITY OF BROKEN ARROW, OKLAHOMA, a
municipal corporation

Attest: *James C. Ferdinand* By: *Richard M. Carter*
City Clerk *July 3, 2006* Mayor

Approved: *[Signature]*
Asst. City Attorney

Approved: *Jam M Twmsy*
City Manager

City Engineer: *[Signature]* Checked: *6/28/06*
Project: Berwick on Cedar Ridge Blocks 2, 3, 4, 5 & 6

STATE OF OKLAHOMA)
 MUSKOGEE)ss.
COUNTY OF ~~TULSA~~)

This instrument was acknowledged before me this 22nd day of JUNE, 2006, by Jay S. Mitchell, as Manager, of RLAND Development Group, L.L.C., an Oklahoma limited liability company.

Brian David Scott
Notary Public

My commission expires:[SEAL]

12-18-06
Notary Public No. 02020569



STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this 3rd day of July, 2006, by Richard M. Carter, as Mayor of the City of Broken Arrow, Oklahoma, a municipal corporation.

Linda C. Fagundes
Notary Public

My commission expires:[SEAL]

Notary Public No. _____

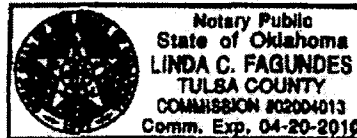


EXHIBIT A

LEGAL DESCRIPTION

A water line and drive easement located in the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) (Lot Four) of Section Thirty (30), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, more particularly described as follows, To-wit:

Commencing at the Southwest corner of said SW/4 SW/4 of Section 30; thence N00°00'00"E along the West boundary of said SW/4 SW/4 a distance of 1323.10 feet to the Northwest corner of said SW/4 SW/4; thence N89°53'01"E along the North boundary of said SW/4 SW/4 a distance of 24.75 feet; thence S00°00'00"W and parallel with the West boundary of said SW/4 SW/4 a distance of 356.55 feet to the Point of Beginning; thence N90°00'00"E a distance of 89.49 feet; thence along a curve to the right having a radius of 150.00 feet (chord bearing: S81°41'24"E) a distance of 43.45 feet; thence along a curve to the left having a radius of 150.00 feet (chord bearing: S81°42'44"E) a distance of 43.45 feet; thence N90°00'00"E a distance of 59.43 feet; thence along a curve to the left having a radius of 275.00 feet (chord bearing: N80°42'42"E) a distance of 89.12 feet; thence N71°25'41"E a distance of 64.28 feet; thence along a curve to the right having a radius of 300.00 feet (chord bearing: N78°33'00"E) a distance of 74.58 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: N45°05'49"E) a distance of 35.41 feet; thence N4°31'19"E a distance of 12.07 feet; thence along a curve to the right having a radius of 175.00 feet (chord bearing: N13°48'31"E) a distance of 56.73 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: N4°57'47"W) a distance of 24.49 feet; thence along a curve to the right having a radius of 50.00 feet (chord bearing: N44°34'49"E) a distance of 135.44 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: S85°52'35"E) a distance of 24.49 feet; thence along a curve to the right having a radius of 175.00 feet (chord bearing: N77°58'28"E) a distance of 72.75 feet; thence N89°53'01"E and parallel with the North boundary of said SW/4 SW/4 a distance of 187.47 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: N44°53'02"E) a distance of 39.27 feet; thence N00°06'57"W a distance of 100.00 feet to a point on the North boundary of said SW/4 SW/4; thence N89°53'01"E along the North boundary of said SW/4 SW/4 a distance of 50.00 feet; thence S00°06'57"E a distance of 100.00 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: S45°06'58"E) a distance of 39.27 feet; thence S00°00'00"E a distance of 50.00 feet; thence S89°53'01"W and parallel with the North boundary of said SW/4 SW/4 a distance of 287.37 feet; thence along a curve to the left having a radius of 125.00 feet (chord bearing: S47°12'10"W) a distance of 186.23 feet; thence S4°31'19"W a distance of 12.07 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: S36°03'11"E) a distance of 35.41 feet; thence S13°22'18"W a distance of 50.00 feet; thence along a curve to the left having a radius of 250.00 feet (chord bearing: S88°21'02"W) a distance of 131.08 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: S31°35'58"W) a

EXHIBIT "A"

distance of 36.42 feet; thence S79°52'09"W a distance of 53.95 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: N73°17'03"W) a distance of 26.62 feet; thence along a curve to the right having a radius of 325.00 feet (chord bearing: S83°06'03"W) a distance of 78.22 feet; thence S90°00'00"W a distance of 59.43 feet; thence along a curve to the left having a radius of 150.00 feet (chord bearing: S81°41'25"W) a distance of 43.45 feet; thence along a curve to the right having a radius of 150.00 feet (chord bearing: S81°41'02"W) a distance of 43.45 feet; thence S90°00'00"W a distance of 89.50 feet to a point being 24.75 feet East of the West boundary of said SW/4 SW/4; thence N00°00'00"E and parallel with the West boundary of said SW/4 SW/4 a distance of 75.00 feet to the Point of Beginning. Said easement containing 1.60 acres more or less. See attached Exhibit "A".

REAL PROPERTY CERTIFICATION

I, Gary A. Gill, L.S., Gill Surveying, P.C., certify that the proposed water line and drive easement closes in accord with existing records and is a true representation of the real property described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

March 16, 2006
Date


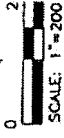
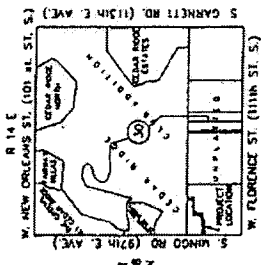
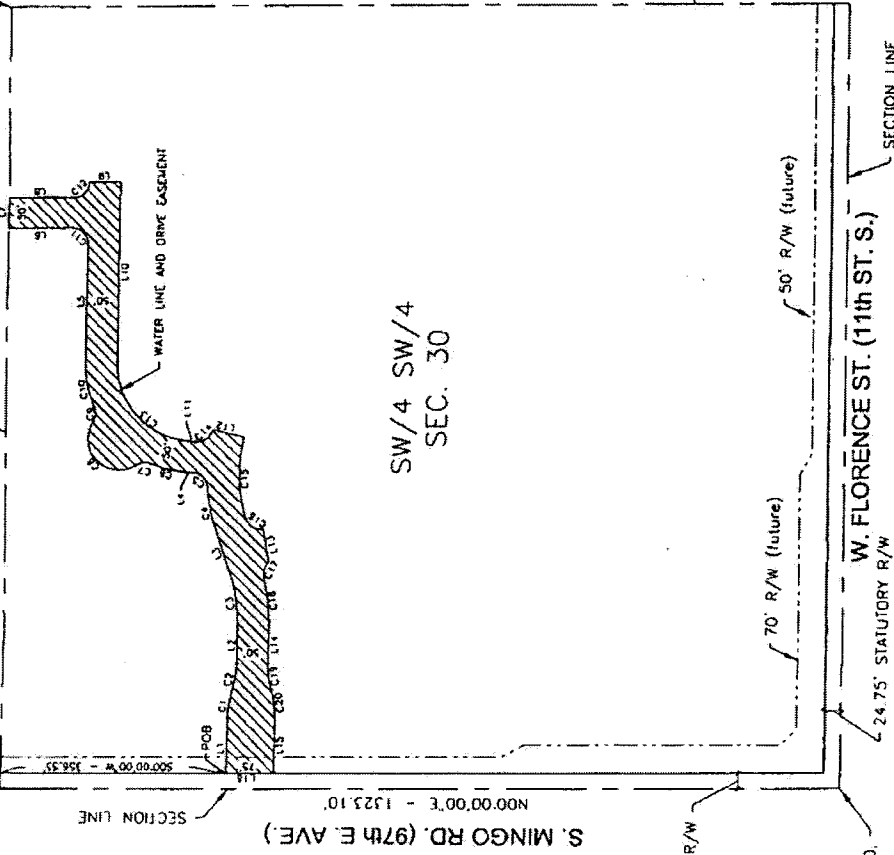
Gary A. Gill
 Gary A. Gill, Okla. L.S. #1376
 C.A. No.: 4409, Expires: 6/30/06


EXHIBIT "A"
2 OF 2

NORTHWEST COR. SW/4 SW/4 SEC. 30, T18N, R14E, I.B. & M. TULSA CO., OKLAHOMA

NORTH LINE SW/4 SW/4 SEC. 30

NORTHEAST COR. SW/4 SW/4 SEC. 30, T18N, R14E, I.B. & M. TULSA CO., OKLAHOMA



EASEMENT AREA 59,502.83 S.F. = 1.50± ACRI

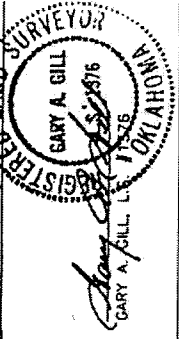
LINE DATA

NUMBER	BEARING	DISTANCE (f)
L1	N90°00'00\"E	89.49
L2	N90°00'00\"E	59.43
L3	N71°25'41\"E	64.28
L4	N43°11'19\"E	12.07
L5	N89°53'01\"E	187.47
L6	N00°08'59\"W	100.00
L7	N89°53'01\"E	50.00
L8	S00°08'59\"E	100.00
L9	S00°00'00\"E	50.00
L10	S89°53'01\"W	287.37
L11	S43°11'19\"W	12.07
L12	S13°22'18\"W	50.00
L13	S79°52'09\"W	53.95
L14	S90°00'00\"W	59.43
L15	S00°00'00\"W	89.50
L16	N00°00'00\"E	75.00

EAST LINE SW/4 SW/4 SEC. 30

CURVE DATA

NUMBER	DELTA ANGLE	RADIUS (FT)	LENGTH (FT)
C1	16°35'48\"	150.00	43.45
C2	16°35'48\"	150.00	43.45
C3	18°34'05\"	275.00	85.12
C4	14°14'37\"	300.00	74.58
C5	81°09'14\"	25.00	35.41
C6	18°34'25\"	175.00	56.73
C7	56°07'37\"	25.00	24.49
C8	155°12'11\"	50.00	135.44
C9	56°07'37\"	25.00	24.49
C10	23°49'07\"	175.00	72.75
C11	90°00'00\"	25.00	39.27
C12	90°00'00\"	25.00	39.27
C13	85°21'43\"	125.00	188.23
C14	81°09'00\"	25.00	35.41
C15	30°02'33\"	250.00	131.08
C16	83°27'36\"	25.00	36.42
C17	81°01'10\"	25.00	28.82
C18	13°47'21\"	325.00	78.22
C19	16°35'52\"	150.00	43.45
C20	16°35'52\"	150.00	43.45



DATE: 3-6-06

GILL SURVEYING, P.C.
LAND SURVEYING
3721 E. 61st. PLACE
TULSA, OKLAHOMA 74137
PHONE: (918) 495-0605 FAX: (918) 495-0605
C.A. NO.: 4409 - EXPIRES: 6/30/06

LEGAL DESCRIPTION
UTILITY AND DRIVE EASEMENT

LEGEND
POB POINT OF BEGINNING
R/W RIGHT OF WAY

SOUTHWEST COR. SEC. 30, T18N, R14E, I.B. & M. TULSA CO., OKLAHOMA