

DISTRICT COURT
FILED
JUN 29 2026

DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

Defendants.

1. The Plaintiff filed its Verified Petition and Application to Vacate and Foreclose the right to Reopen Easement (the “Petition”) on March 27, 2026.
2. The Plaintiff filed the Notice and Order of Hearing of Petition and Application to Vacate and Foreclose the Right to Reopen Easement on March 27, 2026.

Q

3. The Petition prayed for a judgment of this Court vacating a portion of a certain easement which had been dedicated to the City of Broken Arrow, Tulsa County, State of Oklahoma (the "City") by Plaintiff's predecessor-in-title, more particularly described as follows:

Parcel A:

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 4TH DAY OF MARCH, 1969, AND FILED OF RECORD MARCH 28, 1969, AT BOOK 3884, PAGE 133 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE NORTH 01°25'49" WEST AND ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 661.40 FEET; THENCE SOUTH 88°34'11" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 153.92 FEET; THENCE NORTH 1°25'49" WEST FOR A DISTANCE OF 290.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 275.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 138.92 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 6,441 SQUARE FEET OR 0.148 ACRES.

and

Parcel B:

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 15TH DAY OF MAY, 1992, AND FILED OF RECORD JUNE 8, 1992, AT BOOK 5410, PAGE 2307 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4;
THENCE SOUTH 88°37'53" WEST AND ALONG THE SOUTH LINE OF
THE SE/4 SE/4, FOR A DISTANCE OF 304.26 FEET; THENCE NORTH
01°22'07" WEST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A
DISTANCE OF 65.00 FEET TO A POINT ON THE PRESENT NORTH
RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT
BEING THE POINT OF BEGINNING;
THENCE SOUTH 88°37'53" WEST AND ALONG SAID NORTH RIGHT-
OF-WAY LINE, FOR A DISTANCE OF 15.09 FEET; THENCE NORTH
7°43'07" WEST FOR A DISTANCE OF 384.42 FEET; THENCE NORTH
0°16'53" EAST FOR A DISTANCE OF 494.52 FEET; THENCE SOUTH
89°43'07" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH
0°16'53" WEST FOR A DISTANCE OF 493.48 FEET; THENCE SOUTH
7°43'07" EAST FOR A DISTANCE OF 385.04 FEET TO THE POINT OF
BEGINNING;
SAID TRACT CONTAINING 13,181 SQUARE FEET OR 0.303 ACRES.**

for use as a utility easement, which is located overlays, is adjacent to or abuts the property owned by Plaintiff.

All of the above-described property shall hereinafter be referred to as the "Property".

4. Plaintiff seeks to vacate and foreclose the absolute right to reopen the Easement in order to avoid unnecessary maintenance expense to the City and the Easement is no longer used or required for public purposes, or for the holder of any franchise or other special right or privilege granted by ordinance or legislative enactment.

5. The Defendants have been duly served with Summons according to law, or they have voluntarily entered appearances herein. The Defendants, the City of Broken Arrow, Oklahoma (the "City"), Tulsa County Board of County Commissioners ("the County"), Public Service Company of Oklahoma ("PSO"), Oklahoma Natural Gas Company, a division of ONE Gas, Inc. ("ONG"), and CoxCom, LLC, d/b/a Cox Communications Tulsa ("COX"), are all of the public service corporations, transmission or utility companies or franchise holders who have or may claim to have any special right or privilege granted by ordinance or legislative enactment to use the Easement. Plaintiff does not know of any

person, firm, or corporation claiming or purporting to claim any right, title or interest in the Easement.

6. Attached to the Petition is the Certificate of Tulsa Abstract & Title Company, a bonded abstractor, listing the names and addresses of all of the owners of any tract of land within three hundred (300) feet of the Easement required to be notified of this action. As set forth in the Affidavit of Mailing, filed on May 26, 2026, all of those owners were mailed true and correct copies of the Petition and Notice of Hearing filed herein on May 26, 2026.

7. As set forth in the Publisher's Affidavit filed May 26, 2026, the Notice of Hearing was duly published according to law in the *Tulsa Beacon* of Tulsa, Oklahoma on April 9, 2026, thus providing notice to the public of this action and hearing. The Court conducted a judicial inquiry into the sufficiency of Plaintiff's search to determine the names and whereabouts of the Defendants and all others who were served herein by mail and publication, and based upon the evidence adduced, the Court finds that the Plaintiff has exercised due diligence and has conducted a meaningful search of all reasonably available sources at hand. The Court approves the mail and publication service given herein as meeting both the statutory requirements and the minimum standards of state or federal due process.

8. None of the owners of any tract of land within three hundred (300) feet of the Easement, which were required to be notified by mail, by publication, or by both in this action, have filed a verified answer at least five (5) days before the hearing date, as required by law, showing any grounds for opposing or resisting the Petition.

9. On November 4, 2025, the City Council of the City of Broken Arrow adopted Ordinance No. 3896. Said ordinance was approved by the Mayor of the City of Broken

Arrow on November 4, 2025, and published in the Tulsa World newspaper on November 7, 2025. The action by the City in adopting Ordinance No. 3896 was in all respects proper, and in accordance with the ordinances of the City and the laws of the State of Oklahoma at that time; such Ordinance effectively closed the Easement, identified as Parcel A.

10. On November 4, 2025, the City Council of the City of Broken Arrow adopted Ordinance No. 3895. Said ordinance was approved by the Mayor of the City of Broken Arrow on November 4, 2025, and published in the Tulsa World newspaper on November 7, 2025. The action by the City in adopting Ordinance No. 3895 was in all respects proper, and in accordance with the ordinances of the City and the laws of the State of Oklahoma at that time; such Ordinance effectively closed the Easement identified as Parcel B.

11. The Easements are upon the Plaintiff's Property.

12. On April 22, 2026, Defendant City of Broken Arrow, entered its appearance herein, by and through its attorney of record D. Graham Parker. On April 22, 2026, Defendant City of Broken Arrow filed its answer herein, consenting to the vacation and foreclosure of the Easement

13. On April 16, 2026, Defendant Board of County Commissioners, entered its appearance herein, by and through its attorney of record, Andrew Mihelich. On April 16, 2026, Defendant County filed its answer herein, consenting to the vacation and foreclosure of the Easement.

14. On April 9, 2026, Defendant PSO, entered its appearance herein, by and through its attorney of record Kristen L. Brightmire. On April 9, 2026, Defendant PSO filed its answer herein, consenting to the vacation and foreclosure of the Easement.

15. On April 8, 2026, Defendant ONG, entered its appearance and disclaimer herein, by and through its attorney of record, Alicia J. Edwards, and waived any and all objections to the requested relief.

16. April 7, 2026, Defendant COXCOM, LLC, entered its appearance and disclaimer herein, by and through its attorney of record, Natalie M. McMahan, and waived any and all objections to the requested relief.

16. The Easement is not used or required for City purposes, nor for the holder of a franchise or anyone having a special right or privilege granted by ordinance or legislative enactment and the vacation and foreclosure of the right to re-open the Easement will not injuriously affect the rights of the public.

17. Pursuant to Title 11 O.S. §§42-101 *et seq.*, Plaintiff is entitled to judgment by this Court: (i) vacating all of the Easements; and (ii) that the absolute right of the Defendants to reopen or to ask for the reopening of same and any and all other rights therein of the Defendants should be foreclosed.

18. Pursuant to the provisions of Title 11 O.S. §42-113, Plaintiff is entitled to judgment by this Court determining that Plaintiff is vested with the complete fee simple title in and to the Easement and the land within the Easement so closed by the City, title to which reverts to the Plaintiff as owner of all of the real property adjoining such Easement, and the absolute right of the Defendants and all others to re-open such Easement and all of the rights therein of the Defendants and all others except Plaintiff's are foreclosed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by this Court that the Easement is hereby vacated and the right to re-open the same foreclosed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that Plaintiff is vested with complete fee simple title in and to the land within the Easement so closed by Ordinance Nos. 3895 and 3896 of the City of Broken Arrow, Oklahoma and vacated by this judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that no public necessity exists for the re-opening of the Easement and that the rights of the Defendants, the City of Broken Arrow, Oklahoma and the Board of County Commissioners of Tulsa County, Oklahoma to re-open the Easement are hereby vacated, foreclosed, and terminated; that any rights whatever nature possessed by the other Defendants, or any other persons (except Plaintiff) in the Easement are hereby vacated, foreclosed, and terminated and that all other rights or whatever nature of the Defendants are hereby vacated, foreclosed, and terminated except as otherwise established and preserved herein.

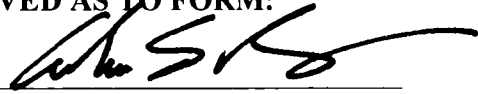
Dated this 29 day of June 2026.

A handwritten signature in black ink, appearing to be "J. H. [unclear]", is written over a horizontal line.

JUDGE OF THE DISTRICT COURT

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

By: 

Andrew T. Rees, OBA No. 15167
8801 South Yale Avenue, Suite 450
Tulsa, Oklahoma 74137
(918) 637-6223
Drew@ReesLaw.org

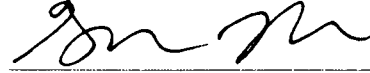
ATTORNEY FOR PLAINTIFF

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma. Case No. CV-2026-647.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW

By: _____



D. Graham Parker
City of Broken Arrow Legal Department
P.O. Box 610
Broken Arrow, Oklahoma 74103
918-259-8422

ATTORNEY FOR DEFENDANT
CITY OF BROKEN ARROW, OKLAHOMA

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

**STEVE KUNZWEILER
DISTRICT ATTORNEY**

By: 
Andrew Mihelich, OBA No. 34383
Assistant District Attorney
218 West 6th Street, Suite 936
Tulsa, Oklahoma 74119

**ATTORNEY FOR DEFENDANT
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS**

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

**WINDSTREAM COMMUNICATIONS, LLC,
A limited liability company**

By: 
Kelly A. McGriff
Windstream Communications, LLC
2101 Riverfront Drive, Ste A
Little Rock, Arkansas 72202
Kelly.McGriff@uniti.com

SVP & DEPUTY GENERAL COUNSEL
FOR DEFENDANT WINDSTREAM
COMMUNICATIONS, LLC

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

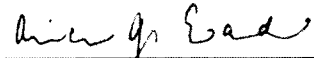
By: 
Kristen L. Brightmire, OBA no. 14239
212 East 6th Street
Tulsa, Oklahoma 74119
(918) 230-3764
KLbrightmire@aep.com

ATTORNEY FOR DEFENDANT
PUBLIC SERVICE COMPANY OF OKLAHOMA

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

OKLAHOMA NATURAL GAS COMPANY
A division of ONE Gas, Inc.

By: 
Alicia J. Edwards
Gable Gotwals
110 North Elgin Avenue, Suite 200
Tulsa, Oklahoma 74120
918-595-4800

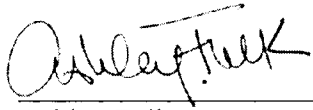
ATTORNEY FOR DEFENDANT
Oklahoma Natural Gas, a division of ONE Gas, Inc.

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

OKLAHOMA GAS AND ELECTRIC COMPANY

By:



Ashley Fulk
Oklahoma Gas and Electric Company
321 North Harvey
Oklahoma City, Oklahoma 73102
(405) 553-3103
fulkap@oge.com

ATTORNEY FOR DEFENDANT
OKLAHOMA GAS AND ELECTRIC COMPANY

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

PHILLIPS MURRAH P.C.

By:

Natalie M. McMahan, OBA #34335
Phillips Murrah PC
Corporate Tower, Thirteenth Floor
101 North Robinson
Oklahoma City, Oklahoma 73102
(405) 235-4100

ATTORNEY FOR DEFENDANT
CoxCom, LLC d/b/a Cox Communications of Tulsa

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:

J. Tyler Worten, OBA No. 21415
3711 North Classen Boulevard
Oklahoma City, OK 73118

ATTORNEY FOR DEFENDANT
SOUTHWESTERN BELL TELECOMMUNICATIONS COMPANY, LLC, d/b/a
AT&T Oklahoma

and

AT&T Enterprises, LLC, f/k/a AT&T Corp.