

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **CITY OF BROKEN ARROW**, a municipal corporation, the owner(s), 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 by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do 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 WAGONER County, State of Oklahoma to wit:

SEE EXHIBIT "A"

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 10th day of October, 2023.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

CITY OF BROKEN ARROW,
a municipal corporation

BY: 
Debra Wimpee, Mayor

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of October 2023, personally appeared Debra Wimpee, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Lisa Blackford
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

[Signature]
Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

[Signature]
Michael L. Spurgeon, City Manager

Attest:

Engineer [Signature] Checked: 10/26/2023
Project: Wagoner County Line Trunk Sewer, S.22020 Parcel 1

[Signature]
City Clerk

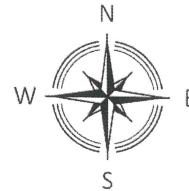
OWNER:
CITY OF BROKEN ARROW
PROPERTY ID:
730005735

EXHIBIT "A" PERMANENT EASEMENT

PROPERTY ADDRESS:
21101 E. 101ST ST. S.

STATEMENT OF BEARINGS

Basis of Bearings: Oklahoma State Plane Coordinate System,
North Zone, 3501, NAD 83 (1993)



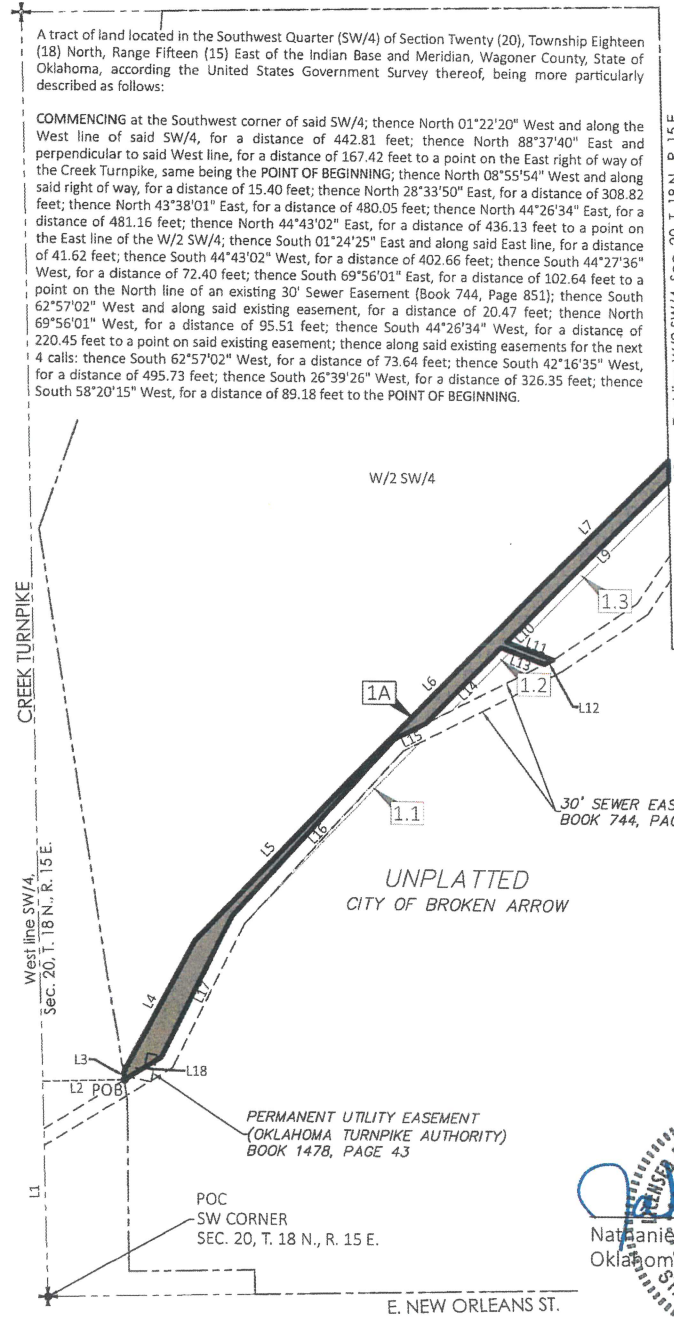
LOCATION MAP

LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- Permanent Easement
48,666.09 s.f. or 1.12 acres, more or less

A tract of land located in the Southwest Quarter (SW/4) of Section Twenty (20), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4; thence North 01°22'20" West and along the West line of said SW/4, for a distance of 442.81 feet; thence North 88°37'40" East and perpendicular to said West line, for a distance of 167.42 feet to a point on the East right of way of the Creek Turnpike, same being the POINT OF BEGINNING; thence North 08°55'54" West and along said right of way, for a distance of 15.40 feet; thence North 28°33'50" East, for a distance of 308.82 feet; thence North 43°38'01" East, for a distance of 480.05 feet; thence North 44°26'34" East, for a distance of 481.16 feet; thence North 44°43'02" East, for a distance of 436.13 feet to a point on the East line of the W/2 SW/4; thence South 01°24'25" East and along said East line, for a distance of 41.62 feet; thence South 44°43'02" West, for a distance of 402.66 feet; thence South 44°27'36" West, for a distance of 72.40 feet; thence South 69°56'01" East, for a distance of 102.64 feet to a point on the North line of an existing 30' Sewer Easement (Book 744, Page 851); thence South 62°57'02" West and along said existing easement, for a distance of 20.47 feet; thence North 69°56'01" West, for a distance of 95.51 feet; thence South 44°26'34" West, for a distance of 220.45 feet to a point on said existing easement; thence along said existing easements for the next 4 calls: thence South 62°57'02" West, for a distance of 73.64 feet; thence South 42°16'35" West, for a distance of 495.73 feet; thence South 26°39'26" West, for a distance of 326.35 feet; thence South 58°20'15" West, for a distance of 89.18 feet to the POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L1	N 01°22'20" W	442.81'
L2	N 88°37'40" E	167.42'
L3	N 08°55'54" W	15.40'
L4	N 28°33'50" E	308.82'
L5	N 43°38'01" E	480.05'
L6	N 44°26'34" E	481.16'
L7	N 44°43'02" E	436.13'
L8	S 01°24'25" E	41.62'
L9	S 44°43'02" W	402.66'
L10	S 44°27'36" W	72.40'
L11	S 69°56'01" E	102.64'
L12	S 62°57'02" W	20.47'
L13	N 69°56'01" W	95.51'
L14	S 44°26'34" W	220.45'
L15	S 62°57'02" W	73.64'
L16	S 42°16'35" W	495.73'
L17	S 26°39'26" W	326.35'
L18	S 58°20'15" W	89.18'

Nathaniel J. Reed
 Oklahoma P.L.S. #1744
 Date: 7-30-2022



NATIVE PLAINS
 Surveying & Mapping, LLC
 A Native American Owned Business
(918) 224-7596 Office
 (918) 993-5552 Fax
 Expires June 30, 2023

PARCEL: PERMANENT ESMT.	PROJECT No.: 226018
DRAWING: PARCEL 1A	DATE: SEPT 2022
REVISION:	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
	SHEET NO.: 1 OF 1