

MUTUAL ACCESS EASEMENT AGREEMENT

THIS Agreement is made and entered into this _____ day of _____, 2019, by and between the City of Broken Arrow, Oklahoma, a municipal corporation (hereinafter "the City") and Joyce M. Summers (hereinafter "Summers").

RECITALS

1. Summers is the record title owner and in possession of a parcel of land located at 100 East Kansas Street North in Broken Arrow, more particularly described as Lot 1 of Block 1 of Country Lane Estates III, an Addition of the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded Plat #5358 (hereinafter "Summers Lot").
2. Summers desires to grant to the City a perpetual mutual access easement over a portion of the Summers Lot, as more particularly described in Exhibit "A" attached hereto (hereinafter "Summers Tract"), for the purpose of installation of a new sidewalk within the utility easements which extends from North-to-South on the western edge of the Summers Lot (hereinafter "New Sidewalk"). The City desires to install and use the New Sidewalk for public use and enjoyment.
3. The City and Summers desire to remove the existing sidewalk which runs primarily North-to-South through the Summers Lot (hereinafter "Existing Sidewalk").

Pursuant to the foregoing recitals, the parties covenant and agree as follows:

Section 1. NEW SIDEWALK.

The City shall construct the New Sidewalk in accordance with the plans and specifications attached as Exhibit "B.". The City shall be responsible for the design and specifications.

Section 2. EXISTING SIDEWALK.

The City shall remove the Existing Sidewalk as depicted on Exhibit "B". In addition, the City shall fill, level and match grade of surrounding area adjacent to Existing Sidewalk and sod the area from which the Existing Sidewalk is removed.

Section 3. CONSTRUCTION AND REMOVAL.

The construction of the New Sidewalk and the removal of the Existing Sidewalk, as provided in Sections 1 and 2 above, are hereinafter referred to as "the Work." The City shall bear the entire cost of the Work. The Work shall be performed in a good and workmanlike manner in accordance with the provisions of this Agreement and all requirements of law. The City shall, with commercially reasonable diligence, commence the Work as soon as reasonably possible after the execution of this Agreement and pursue completion in a timely fashion. During the construction and removal period as provided above, the City shall maintain silt fencing in order to prevent sediment in stormwater run-off. Summers shall grant the City temporary access to the Summers Lot as required for completion of the Work.

Section 4. MUTUAL ACCESS EASEMENT GRANTS.

Summers hereby grants the City the non-exclusive perpetual right to use the Summers Tract together with all necessary appurtenances thereto. Concurrent with the signing of this Agreement, Summers will execute the Mutual Access Easement attached hereto as Exhibit "C".

Section 5. CONSIDERATION.

As consideration for the access easement conveyed pursuant to this Agreement, the City shall pay to Summers the lump sum of Two Thousand Three Hundred Twenty-Seven Dollars (\$2,327).

Section 6. BINDING EFFECT.

This Agreement shall be appurtenant to and run with the land, and shall inure to the benefit of and shall bind each successive owner of any part of the Summers Lot.

Section 7. EFFECTIVE DATE.

This Agreement shall be effective on the day and year first above written.

CITY OF BROKEN ARROW,
OKLAHOMA

JOYCE M. SUMMERS

BY: _____
Craig Thurmond, Mayor

BY: Joyce M. Summers
Joyce M. Summers

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

Counsel for Summers

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)



Before me, a Notary Public, in and for said county and State, on this _____ day of _____, 2019, personally appeared Craig Thurmond, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed as Mayor of the City of Broken Arrow, for the uses and purpose therein set forth.

My Commission Expires:

Notary Public

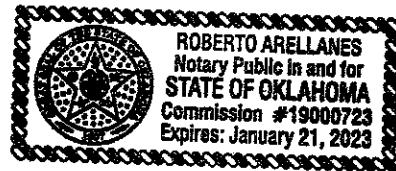
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public, in and for said county and State, on this 17 day of April, 2019, personally appeared Joyce M. Summers, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.


Notary Public

My Commission Expires:

01/21/2023



**MUTUAL ACCESS EASEMENT
LEGAL DESCRIPTION
EXHIBIT A**

A mutual access easement located on the western portion of Lot 1, Block 1, Country Lane Estates III, a subdivision in Section 35, Township 19 North, Range 14 East of the Indian Meridian, in the state of Oklahoma, an addition to the city of Broken Arrow, Oklahoma in Tulsa County, more specifically described as follows:

Starting at the southwest corner of Lot 1, Block 1, the point of beginning, thence N00°09'09"W along the western boundary line of the Country Lane Estates III subdivision, a distance of 192.15 feet; thence N89°59'19"E along the northern boundary line of the Country Lane Estates III subdivision, a distance of 14.94 feet; thence S00°09'09"E a distance of 135.89 feet; thence S57°40'47"E a distance of 17.97 feet; thence S00°09'09"E a distance of 45.96 feet; thence S88°41'05"W along the property line a distance of 30.11 feet to the point of beginning. A parcel of land containing approximately 3,641.30 square feet or 0.084 acres.

SURVEY CONTROL DATA

1. HORIZONTAL CONTROL MONUMENTS
OKLAHOMA STATE PLANE COORDINATE SYSTEM –
LAMBERT NORTH PROJECTION
2. BASIS OF BEARINGS:
LOCAL GRID BEARING
3. VERTICAL CONTROLS (BM):
NAVD 1988
4. SECTION NUMERICAL DESCRIPTION (S-T-R):
SECTION 35, T-19-N, R-14-E



BEFORE YOU DIG, CALL OKIE 1-800-522-6543

UTILITIES LOCATION SHOWN ON PLAN AND PROFILE WERE OBTAINED
IN CONJUNCTION WITH EXISTING PHYSICAL FEATURES VISIBLE AT THE TIME
OF THE TOPOGRAPHIC SURVEY. LOCATIONS MUST BE VERIFIED BY THE
CONTRACTOR PRIOR TO CONSTRUCTION.

UTILITY CONTACTS

CITY OF BROKEN ARROW, OKLAHOMA ENGINEERING MANAGER, RODGER HUNTER, P.E. 485 N. POPAR, AVE. BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000, EXT. 5260	CITY OF BROKEN ARROW, OKLAHOMA WATER & SEWER, RON SULLIVAN 485 N. POPAR, AVE. BROKEN ARROW, OKLAHOMA 74012 (918) 259-8453 (FAX)
SPREETS SYSTEMS, ROCKY HENKEL 2002 S. 15TH STREET BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 X7380	SPREETS SYSTEMS, ROCKY HENKEL 2002 S. 15TH STREET BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 X7382
COX COMMUNICATIONS ATTN: JUSTIN RICH 1181 E. 51ST STREET TULSA, OK 74145 (918) 285-4542	COX COMMUNICATIONS ATTN: TIM HEBIG P.O. BOX 87 TULSA, OKLAHOMA 74102 (918) 654-9553
WINDSTREAM COMMUNICATION ATTN: JOSEPH MINOR 2007 SOUTH 1ST PLACE BROKEN ARROW, OKLAHOMA 74012 (918) 451-3421 (FAX)	WINDSTREAM COMMUNICATION ATTN: LONNY HECKS 5223 S. MURRAY TULSA, OK 74149 (918) 251-5211 (FAX)

CONVENTIONAL SYMBOLS

— SECTION LINES
PROPOSED ROAD
R/W RIGHT-OF-WAY
PRES. R/W RIGHT-OF-WAY LINES – NEW
X FENCES
— DE OVERHEAD ELECTRIC LINES
— DT OVERHEAD TELEPHONE LINES
— SS SANITARY SEWERS
— G GAS LINES
— W WATER LINES
— UT UNDERGROUND TELEPHONE LINES
— CTV CABLE TELEVISION LINES
— STM STORM SEWER
— UCT UNDERGROUND CABLE TELEVISION LINES
— LE UNDERGROUND ELECTRIC

PROJECT LOCATION SECTION 35, T-19-N, R-14-E, TULSA COUNTY

ENGINEERING & CONSTRUCTION DEPARTMENT
485 NORTH POPLAR AVENUE
BROKEN ARROW, OK 74012

CITY OF BROKEN ARROW STANDARD CONSTRUCTION AS SUPPLEMENTED BY OKLAHOMA STANDARD
SPECIFICATION FOR HIGHWAY CONSTRUCTION, APPROVED BY THE DEPARTMENT OF
TRANSPORTATION 2009.

**KANSAS STREET / COUNTRY LANE ESTATES
SIDEWALK RELOCATION**

CITY OF BROKEN ARROW
Where opportunity lives



100 E. KANSAS STREET NORTH

PROJECT NUMBER

R-14-E

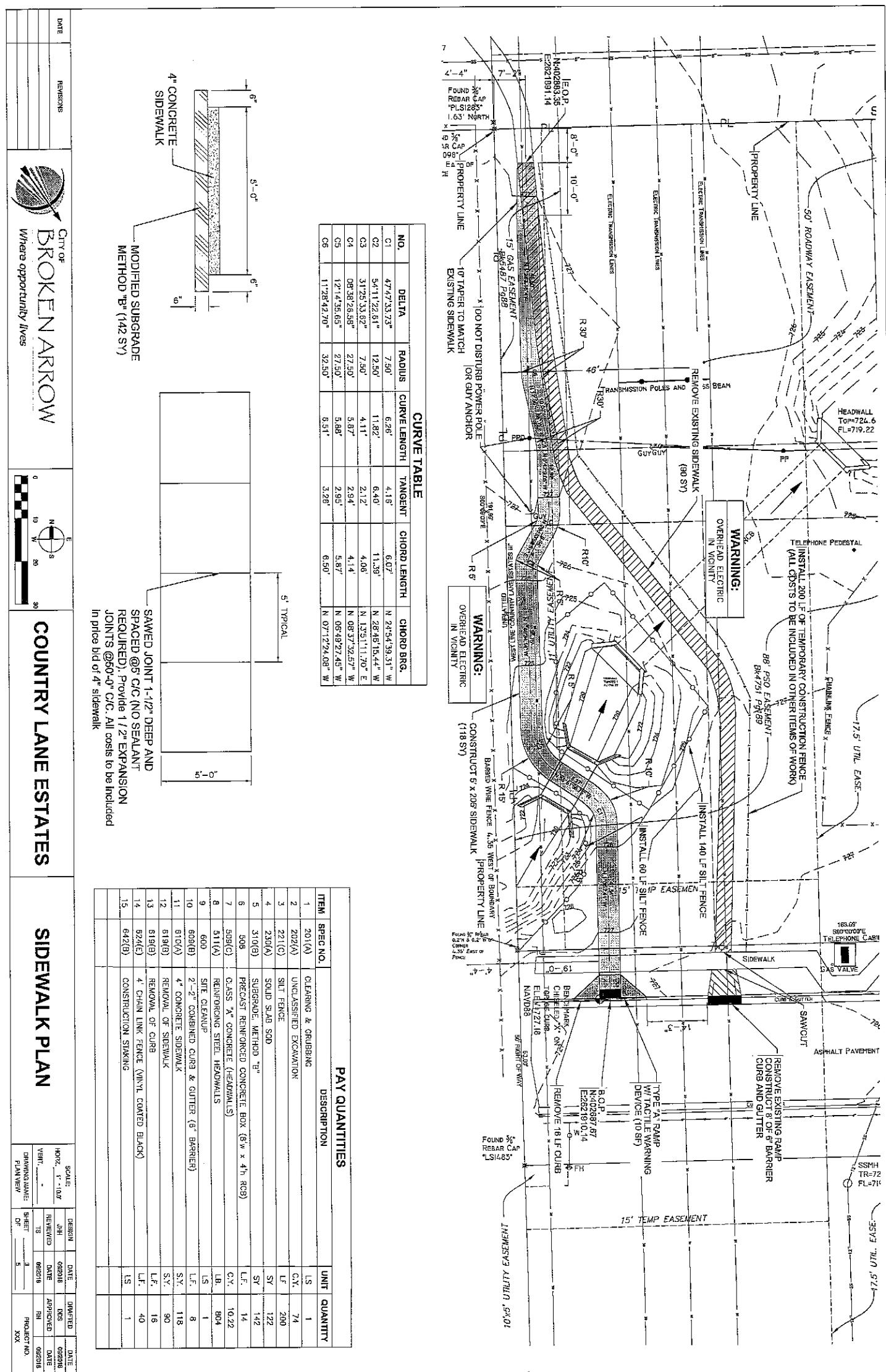
OMAHA STREET

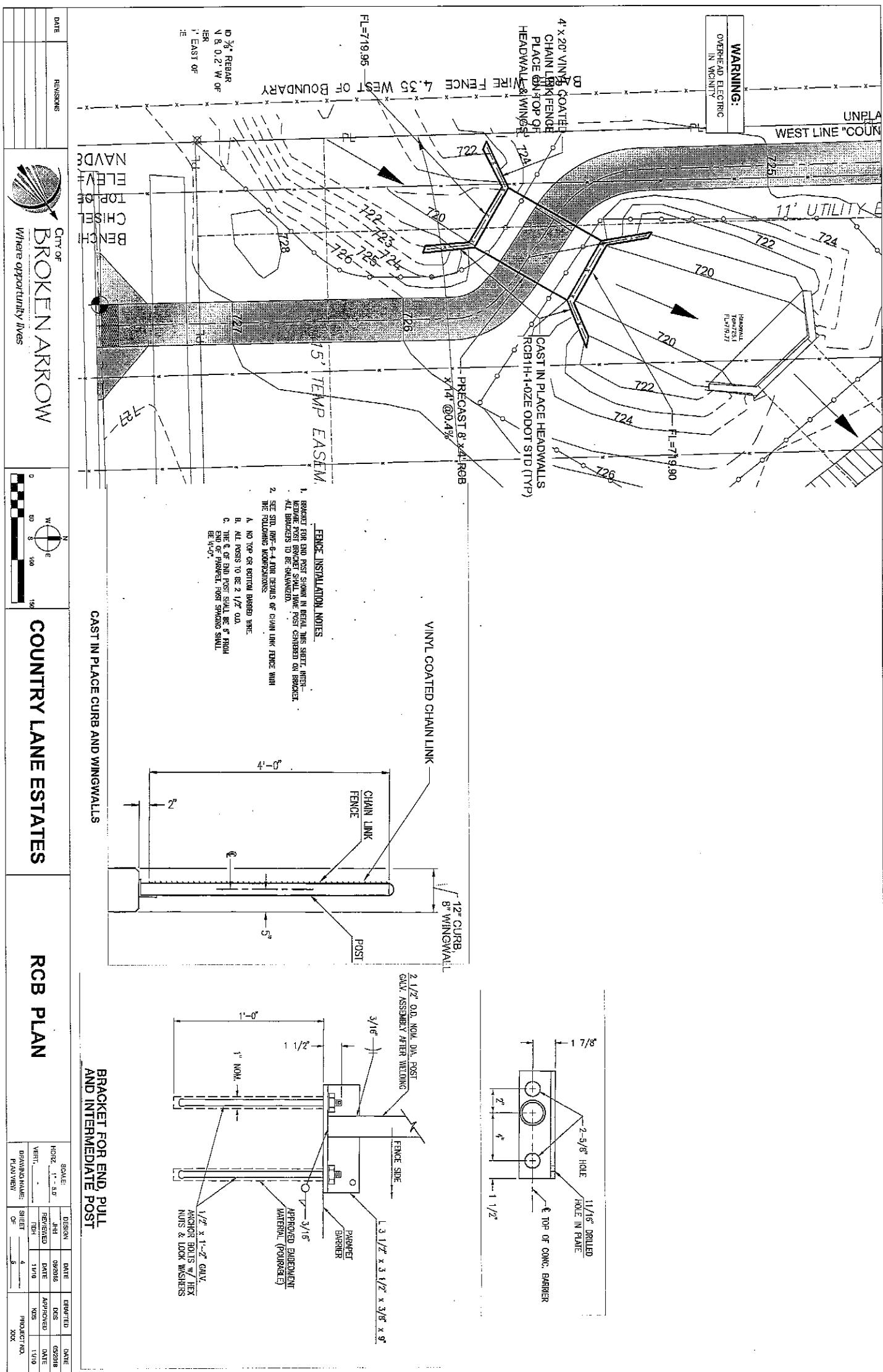
PROJECT LOCATION
81 NORTH MURK
COUNTRY LANE
ELEMENTARY
SCHOOL

FRANCIS MURK
SCHOOL
MURK

NORTH
MURK

MUR







CITY OF BROKENA
Where opportunity lives

110

COUNTRY LANE ESTATES

ODOT HEADWALL

111

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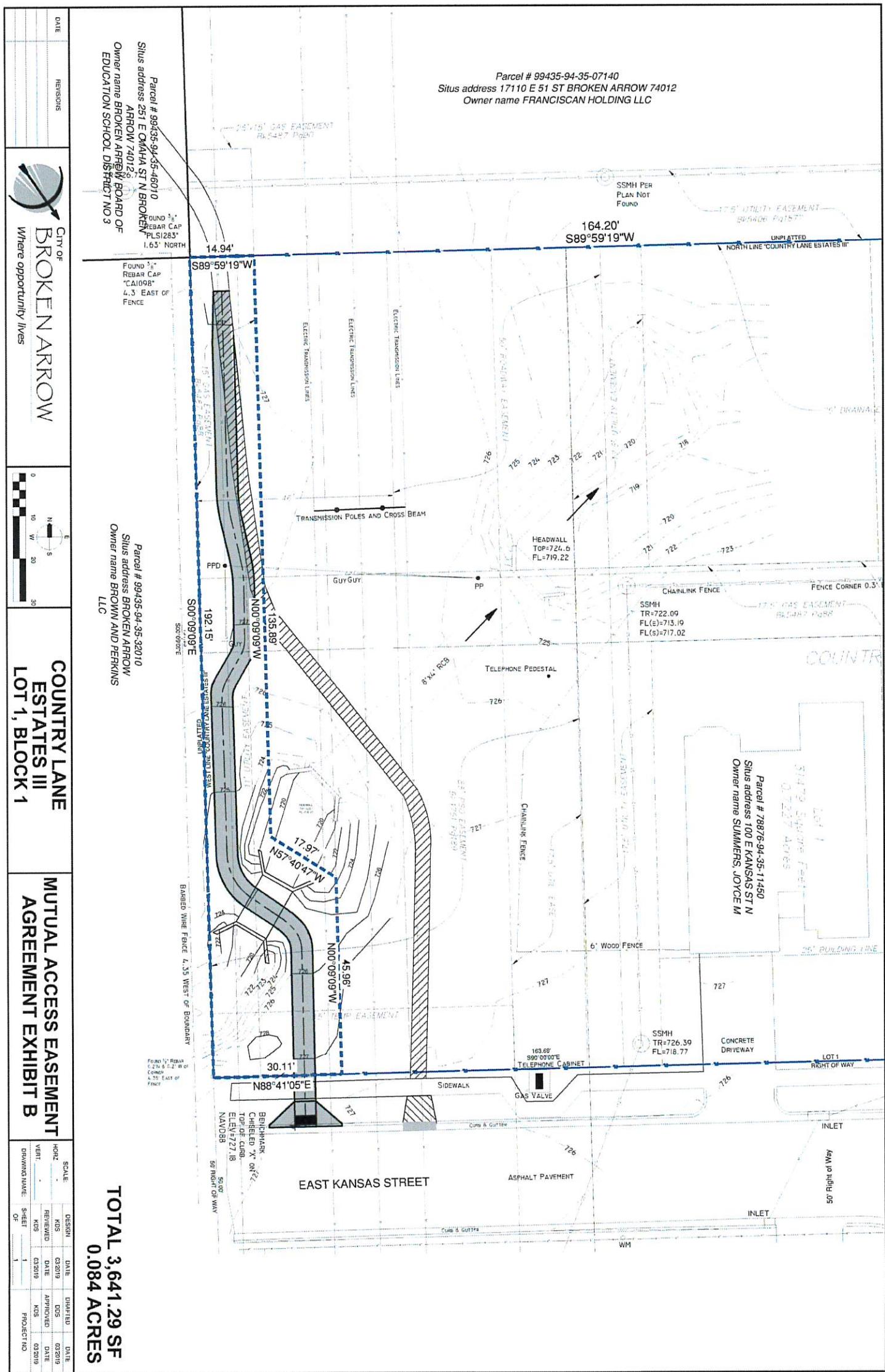


EXHIBIT C TO MUTUAL ACCESS EASEMENT AGREEMENT

EASEMENT FOR ACCESS TO PROPERTY

FOR AN IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Joyce M. Summers** ("Grantor") hereby grants and conveys to **City of Broken Arrow, Oklahoma, a municipal corporation**, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the property described on the attached Exhibit "A", hereto and incorporated herein by reference ("Property").

SEE EXHIBIT "A"

1. **Grant.** The Easement granted hereby shall be for ingress and egress to, from, upon and over the Property described.
2. **Grantor** agrees not to build or construct any building or buildings upon the Easement. However, Grantor expressly reserves the right to build and construct a fence in accordance the Mutual Access Easement Agreement executed by the parties on (date).
3. **Termination.** This Easement may be terminated at any time by an instrument executed for such purpose and signed by both parties.
4. **Amendment.** This Easement shall be amended only by a written and recorded instrument signed by both parties or Grantee and the then owner of the Property and the Easement.
5. This Easement shall be binding upon and inure to the benefit of the parties' successors and assigns, heirs, beneficiaries and personal representatives.

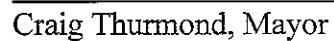
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 16 day of April, 2019.

GRANTOR



Joyce M. Summers

GRANTEE

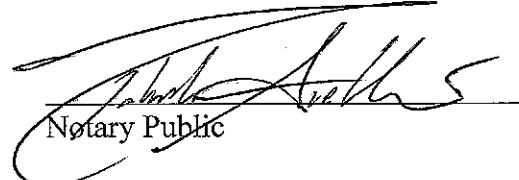


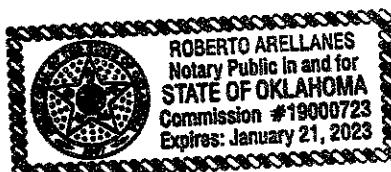
Craig Thurmond, Mayor

State of Oklahoma)
) ss
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 16 day of April, 2019, personally appeared Joyce M. Summers, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the 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.


Notary Public



State of Oklahoma)
) ss
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this _____ day of _____, 2019, personally appeared Craig Thurmond, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the 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.

Notary Public

Approved as to Form:

Approved as to Substance:

Assistant City Attorney

City Manager

Attest:

City Clerk

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