

DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RoseWood Village Development, L.L.C., an Oklahoma limited liability company, the owner(s) of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of Ten Dollars (\$10.00), 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 dedicate to the public, forever, the following described property, to wit:

See Attached Exhibit 'A'

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing stormwater detention facilities and appurtenances.

The Detention Facility shall be maintained by the RoseWood Homeowners' Association or their assigns to the extent necessary to achieve the intended drainage, and detention functions including repair of appurtenances, removal of obstructions and siltation, and customary grounds maintenance within the Detention Facility. In the event the RoseWood Homeowners' Association should fail to properly maintain the Detention Facility thereon located as above provided, the City of Broken Arrow, or its designated contractor, may enter the Detention Facility and perform such maintenance, and the cost thereof shall be paid by the Property Owner.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; the stormwater detention facilities and appurtenances located thereon shall be maintained and kept clear of debris by the grantor(s), 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 privy 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 violation, and grantor(s), his/her 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 and assigns forever.

DATED this 21st day of MAY, 2025

RoseWood Village Development L.L.C.,
an Oklahoma limited liability company


PAUL THOMAS HOMAN, Jr, Manager

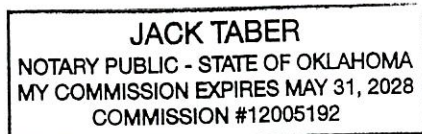
State of Oklahoma)
)SS.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 21st day of MAY, 2025, personally appeared PAUL THOMAS HOMAN, Jr, as Manager of RoseWood Village Development LLC, known to me to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his 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: MAY 31, 2028


Notary Public



Approved as to Form:

Approved as to Substance:

Asst. City Attorney

Mayor

Engineer: _____ checked: _____

Project: _____