

**SEWER LINE EASEMENT
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RDS BUSINESS PARK, LLC, an Oklahoma limited liability company by J. Leon Hayden, its Manager, the owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, for and in consideration of the sum of One Dollar, 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 grant(s) and convey(s) unto the said City of Broken Arrow, Oklahoma, a perpetual easement, through, over, under, and across the following described property, situated in County, to wit:

SEE EXHIBIT "B"

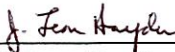
for sewer line and appurtenances exclusively, and for the purpose of permitting the City of Broken Arrow to construct a sewer line and appurtenances thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The City, its officers, agents, employees, and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer line and appurtenances, and for the purpose of enabling the City to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such sewer line and appurtenances.

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; 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 the above described easement and right unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 13 day of December 2024.

RDS Business Park, LLC



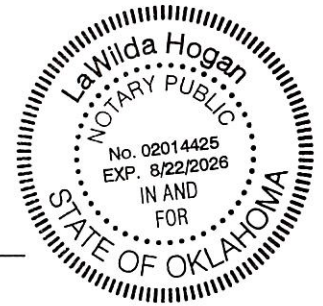
Mr. J. Leon Hayden, Manager

State of Oklahoma)
)ss.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 13th day of December, 2024, personally appeared J. Leon Hayden, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chairman or vice-chairman of the board of directors or mayor, as the case may be) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: 08/22/2026

LaWilda Hogan
Notary Public



Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Project Engineer: _____ checked: _____

Project: