



BROKEN ARROW

Where opportunity lives

APPLICATION FOR CLOSINGS, VACATIONS AND/OR ENCROACHMENTS

APPLICATION IS HEREBY MADE TO THE CITY OF BROKEN ARROW TO CONSIDER ONE OF THE FOLLOWING:

CHOOSE (1) CLOSURE: X ENCROACHMENT: _____ VACATION: _____

CHOOSE (1) EASEMENT: X RIGHT OF WAY: _____ PLAT: _____

Property Location: See legal description in Water Line Easement attached.

Legal Description: Berwick South Addition

Subdivision

Lot

Block

Parcel number: _____

Plat name* (if applicable): Berwick South

***If unplatted: Attach legal description and electronic legal description in WORD format**

Project Details (Include-purpose of project, why the request, new proposal, etc.):

Water Line Easement is not necessary in light of Berwick South Plat

Applicant (Name & Company): Rland Development Group, LLC c/o R. Mark Petrich

Address: 320 South Boston Avenue, Suite 200

City: Tulsa State: OK Zip: 74103

Phone: 918-594-0464 Fax: 918-594-0505

Email: mpetrich@hallestill.com

Property Owner(s) of Record: Rland Development Group, LLC

Address: 8556 East 101st Street, Suite F

City: Tulsa State: OK Zip: 74133

Phone: 918-582-4300/918-633-1768 Fax: 918-582-4360

Email: Hastyblake@aol.com

SIGNATURE OF APPLICANT: _____

DATE: 3/18/16

(TYPE OR PRINT NAME OF APPLICANT SIGNING): R. Mark Petrich

CHECK BOX IF ATTACHING OWNER'S SIGNATURE AUTHORIZATION FORM

SIGNATURE OF PROPERTY OWNER(S): _____

DATE: 3.18.16

(PRINT NAME OF OWNER(S) SIGNING): E. Blake Hastings, Manager



BROKEN ARROW

Where opportunity lives

APPLICATION FOR CLOSINGS, VACATIONS AND/OR ENCROACHMENTS

UTILITY COMPANY REVIEW FOR:

CHOOSE (1) CLOSURE: X DEDICATION: _____ VACATION: _____

CHOOSE (1) EASEMENT: X RIGHT OF WAY: _____ PLAT: _____

Applicant (Name & Company): RLand Development Group, LLC c/o R. Mark Petrich

Phone: _____ Email: _____

Property Location: See legal description in Water Line Easement attached.

Legal Description: Berwick South Addition
Subdivision Lot Block

Parcel number: _____

Plat name* (if applicable): Berwick South

***If unplatted: Attach legal description and electronic legal description in WORD format**

AEP/PSO: Tyler Devereux Signature: _____

Phone: 918.599.2488 Comments: _____

Fax: 918.599.3266 _____

Email: thdevereux@aep.com _____

Windstream: Angela Rahe Signature: _____

Phone: 918.451.3427 Comments: _____

Fax: 918.451.1865 _____

Email: Angela.rahe@windstream.com _____

ONG: James Nobles Signature: _____

Phone: 918.831.8267 Comments: _____

Fax: 918.831.8250 _____

Email: James.nobles@onegas.com _____

COX: Kevin Catlett Signature: _____

Phone: 918.286.4658 Comments: _____

Fax: 918.286.4018 _____

Email: kevin.catlett@cox.com _____

City of BA Barney Campbell Signature: _____

Phone: 918.259-2400 EX 7426 Comments: _____

Email: bcampbell@brokenarrowok.gov _____

GUIDELINES FOR SUBMITTAL OF APPLICATION FOR: ENCROACHMENT(S); CLOSING/VACATING AN EASEMENT(S), RIGHT-OF-WAY(S); VACATION OF PLAT

Confirm the following was submitted with application, incomplete applications will not be processed:

- Parcel number (required-obtain from County Tax Bill)
- Detailed description of reason for request (PDF or hard copy and word doc./email)
- Original Legal documents signed and executed by all relevant parties (templates available upon request)
 - All documents with legal descriptions must have stamp and *original signatures* of licensed Land Surveyor
 - All signatures, seals, and stamps must not encroach into the 1 (one) inch margins on documents
- Survey depicting the entire property
 - Survey of entire easement, encroachment or right-of-way
 - Survey of portion to be closed and/or vacated or encroached
- Location Map using Broken Arrow Street names
- Legal description AND address of the subject property
- Legal description of entire easement, encroachment and/or public right-of-way
- Legal description of the portion of the easement, encroachment and/or right-of-way requested to be closed and /or vacated, or encroached
 - Legal descriptions must be submitted (email) in WORD format
 - Email PDF's AND required word doc as requested per application (mhillton@brokenarrowok.gov)

Fee: Per Manual of Fees)

Closure of Easement(s) and Right of Way:

- \$1,000.00 (non-refundable) for proposed construction
- \$500.00 (non-refundable) for existing encroachments
- \$1,000.00 (non-refundable) for General

Encroachment Agreement:

- \$500.00 (non-refundable)

Vacation of Plat:

- \$500.00 (non-refundable)

Notice of Easement or Right of Way Closing: \$6.00 per mailing (when applicable)

CITY STAFF TO COMPLETE THIS SECTION

REC'D BY: _____ FEE: _____ RECEIPT NO. : _____

PROJECT NAME (IF APPLICABLE): _____

CITY COUNCIL DATE: PREVIEW ORDINANCE: _____ ORDINANCE: _____

NOTES: _____

Received Date

(Date Stamp Here)



**WATER LINE EASEMENT
CORPORATE or PARTNERSHIP**

By _____

W

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RLand Development Group, LLC by Jay Mitchell, its Manager, the owner(s) of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor" for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, a municipal corporation, "Grantee" 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, County of Tulsa, State of Oklahoma, a perpetual easement, through, over, under and across the following described property, situated in said County, to wit:

See Attached Exhibits A & B

for water lines and appurtenances exclusively, and for the purpose of permitting the Grantee to construct a water lines 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 Grantee, 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 water line and appurtenances, and for the purpose of enabling the Grantee to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such water line and appurtenances.

The Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and Grantor(s), for them 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 privity with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from Grantee, otherwise Grantor(s), their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

Cook # Assoc. Engrs., Inc.
121 E College St.
B.A., OK 74402

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 hereto have caused this instrument to be executed this 25th day of May, 2006.



By Jay Mitchell, Manager
RLand Development Group, LLC

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 25 day of May, 2006, personally appeared Jay Mitchell for RLand Development Group, LLC to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation 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: 11-16-08



C. S. Magby
Notary Public

Approved as to Form:
[Signature]
Asst. City Attorney

Approved as to Substance:
[Signature]
City Manager

Engineer: [Signature] checked: [Signature]
Project: Berwick of Cedar Ridge

4

LEGAL DESCRIPTION

A waterline easement located in the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) (Lot Four) of Section Thirty (30), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, more particularly described as follows, To-wit:

Commencing at the Southwest corner of said SW/4 SW/4 of Section 30; thence N00°00'00"E along the West boundary of said SW/4 SW/4 a distance of 1323.10 feet to the Northwest corner of said SW/4 SW/4; thence N89°53'01"E along the North boundary of said SW/4 SW/4 a distance of 24.75 feet to the statutory right-of-way; thence S00°00'00"W and along said statutory right-of-way a distance of 356.55 feet to the Point of Beginning; thence N90°00'00"E a distance of 89.55 feet; thence along a curve to the right having a radius of 150.00 feet (chord bearing: S81°42'04"E) a distance of 43.45 feet; thence along a curve to the left having a radius of 150.00 feet (chord bearing: S81°42'04"E) a distance of 43.45 feet; thence N90°00'00"E a distance of 59.41 feet; thence along a curve to the left having a radius of 300.00 feet (chord bearing: N78°33'00"E) a distance of 74.58 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: N45°05'49"E) a distance of 35.41 feet; thence N4°31'19"E a distance of 12.07 feet; thence along a curve to the right having a radius of 175.00 feet (chord bearing: N13°27'51"E) a distance of 54.63 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: N5°48'38"W) a distance of 24.62 feet; thence along a curve to the right having a radius of 52.00 feet (chord bearing: N44°34'49"E) a distance of 142.69 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: S85°01'43"E) a distance of 24.62 feet; thence along a curve to the right having a radius of 175.00 feet (chord bearing: N78°19'08"E) a distance of 70.65 feet; thence N89°53'01"E and parallel with the North boundary of said SW/4 SW/4 a distance of 251.48 feet; thence N00°06'59"W a distance of 124.98 feet to a point on the North boundary of said SW/4 SW/4; thence N89°53'01"E along the North boundary of said SW/4SW/4 a distance of 11.00 feet; thence S00°06'59"E a distance of 99.99 feet; thence along a curve to the left having a radius of 25.00 feet (chord bearing: S45°06'58"E) a distance of 39.27 feet; thence S00°00'00"E a distance of 11.00 feet; thence S89°53'01"W and parallel with the North boundary of said SW/4 SW/4 a distance of 287.45 feet; thence along a curve to the left having a radius of 164.00 feet (chord bearing: S78°19'08"W) a distance of 66.21 feet; thence along a curve to the right having a radius of 36.00 feet (chord bearing: S85°01'43"W) a distance of 35.46 feet; thence along a curve to the left having a radius of 41.00 feet (chord bearing: S44°34'49"W) a distance of 112.50 feet; thence along a curve to the right having a radius of 36.00 feet (chord bearing: S5°48'38"E) a distance of 35.46 feet; thence along a curve to the left having a radius of 164.00 feet (chord bearing: S13°27'51"W) a distance of 51.19 feet; thence S4°31'19"W a distance of 12.07 feet; thence along a curve to the right having a radius of 36.00 feet (chord bearing: S45°05'49"W) a distance of 50.99 feet; thence along a curve to the left having a radius of 289.00 feet (chord bearing: S78°33'00"W) a

distance of 71.85 feet; thence S71°25'41"W a distance of 64.28 feet; thence along a curve to the right having a radius of 286.00 feet (chord bearing: S80°42'51"W) a distance of 92.70 feet; thence N90°00'00"W a distance of 59.41 feet; thence along a curve to the right having a radius of 161.00 feet (chord bearing: N81°42'04"W) a distance of 46.64 feet; thence along a curve to the left having a radius of 139.00 feet (chord bearing: N81°42'04"W) a distance of 40.27 feet; thence N90°00'00"W a distance of 89.55 feet to the 24.75 foot statutory right-of-way of said Section Thirty (30); thence N00°00'00"E along said statutory right-of-way a distance of 11.00 feet to the Point of Beginning. Said easement containing 0.32 acres more or less. See attached Exhibit "A".

