

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, The Greens at Broken Arrow, Phase III, a Limited Partnership, the owner(s) of the legal and equitable title to the following described real estate, "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 Tulsa County, Oklahoma, to wit:

See attached Exhibit A, Legal Description, and Attachment A, Survey Sketch

for water lines and waterworks purposes, and for the purpose of permitting the Grantee to construct water lines, water mains, or appurtenances; through, over, under and across said property, together with all necessary and convenient appurtenances thereto (the "Easement"); 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 the Easement and shall have the right to enter upon the Easement for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said water main, 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 main or mains.

During any and all Easement use, Grantee shall be responsible to restore the Easement area and any portion of Grantor's property disturbed by Grantee's activities within the Easement area to its condition before the effective date of this Easement. Grantee shall be responsible for any and all damage caused to Grantor's property while this Easement remains in effect.

The Grantee is hereby given and granted the exclusive possession of the Easement for the stated purposes and Grantor(s) for them and their heirs, administrators, successors, and assigns, covenants(s) and agree(s) that no building, structure, fence, 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 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.

Grantee, in consideration of the granting of the Easement, does hereby release Grantor or any mortgagee holding a security interest in Grantor's Property from any and all liability for damages and/or injury sustained by Grantee (or anyone claiming by or through Grantee) by reason of Grantee's exercise of its rights in the use of and withing the Easement now and in the future. Nothing in the foregoing shall purport to release Grantor from any liability from gross negligence or willful or wanton misconduct.

TO HAVE AND HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors or assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 14th day of September 2023,

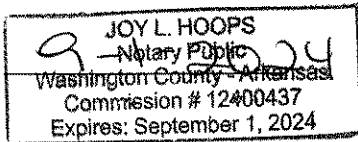
The Greens at Broken Arrow, Phase III, a Limited Partnership
By: The Greens at Broken Arrow, Phase III Management Company, Inc., Its General Partner
By: James Earl "Lyndy" Lindsey, President

State of Arkansas)
) ss.
County of Washington)

Before me, the undersigned, a Notary Public within and for said County and State, on this 14th day of September 2023, personally appeared James Earl "Lyndy" Lindsey, President of The Greens at Broken Arrow, Phase III Management Company, Inc., the General Partner of The Greens at Broken Arrow, Phase III, a Limited Partnership, to me known to be the identical person(s) who executed the within and foregoing instrument as free 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:



Notary Public:

Joy L Hoops

Approved as to Form:

Approved as to Substance.

Asst. City Attorney

City Manager

Engineer: checked: Project: