WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ROBERT AND BELINDA CACY, 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 EXHIBIT A

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; 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 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.

The Grantee is hereby given and granted the exclusive possession of said above described premises 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.

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 17 day of January, 2017

Robert L. Cacy

Belinda L Cacy

State of Oklahoma)
) ss.
County of Wagoner)

Before me, the undersigned, a Notary Public within and for said County and State, on this 17 day of January 2017, personally appeared Robert L Cacy & Belinda L Cacy 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: 10/31/20

KATHIE WILSON NOTARY PUBLIC COMM EXP 10-31-2020 No. 00015180 IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

Kathie Wilson
Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: _____ checked: _____
Project: