

**CITY OF BROKEN ARROW
PUBLIC EASEMENT ENCROACHMENT
RELEASE OF LIABILITY AGREEMENT**

This Public Easement Encroachment Release of Liability Agreement is entered into by and between the City of Broken Arrow, an Oklahoma municipality (City), and Robyn L. Greene, a single person.

The City has rights of access to a 17.5-foot wide public easement along and adjacent to the south property line of Owner's property at 1503 West Canton Place, Broken Arrow, Oklahoma. Said property is more particularly described as: Lot 4, Block 7, Aspen Pond, an Addition to the City of Broken Arrow, being a subdivision of the NW/4 of Section 22, Township 18 North, Range 14 East, Tulsa County, Oklahoma, plat no. 6206.

Owner has, without the permission of the City, constructed or permitted the construction of structures or other encroachments, namely a pond, concrete block stemwall, and associated fountain upon the public easement on said property.

The Owner shall not construct or permit additional encroachment other than the aforementioned encroachments upon the public easement.

The City reserves the right to require Owner to remove all encroachment from the applicable easement in the event that the encroached upon easement is required, in the sole judgment of the City, for public purpose.

In consideration of the City's agreement to not require Owner to immediately remove all encroachment from the applicable public easement(s), Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, or damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages arising from the construction, repair, or maintenance of utilities within the easement**, against the City of Broken Arrow, Oklahoma, its employees, agents, or officers, which may arise out of or in connection with any aspect of the encroachment upon the above described easement.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public easement(s), Owner also agrees to **indemnify, defend (at the City's option), and hold harmless the City, its employees, officials, agents, representatives and volunteers from and against any and cause of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature** arising from the construction, repair, or maintenance of streets or utilities within the easements, directly or indirectly arising out of or in connection with the encroachment upon the above described easement(s).

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public easement(s), Owner also agrees to **reimburse City for any direct or indirect costs or expenses**, which City may incur as a direct or indirect result of an encroachment upon the above-describe property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreement as required by all other applicable utilities, companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above easement(s).

OWNERS UNDERSTAND THEY MAY INCUR PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS AS A RESULT OF THIS AGREEMENT, AND OWNERS AGREE TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Broken Arrow, Oklahoma will rely on this statement, that the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Broken Arrow, Oklahoma, its citizens, employees, agents, and officers.

This Agreement is perpetual and runs with the land forever.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE OBTAINED ANY LEGAL ADVICE I BELIEVE I MAY NEED PRIOR TO SIGNING THIS DOCUMENT FREELY AND VOLUNTARILY.



PROPERTY OWNER'S SIGNATURE
ROBYN L. GREENE

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 6 day of October, 2016, before me personally appeared Robyn L. Greene, a single person, known to me to be the person names herein and who executed the foregoing CITY OF BROKEN ARROW PUBLIC EASEMENT ENCROACHMENT AND RELEASE OF LIABILITY AGREEMENT, and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.

04.17.2018
My Commission expires

K. Kaye Baldridge
Notary Public



OKLAHOMA NATURAL GAS COMPANY, UTILITY OWNER

APPROVED AS TO SUBSTANCE BY: (PLEASE PRINT)

James Nobles 09/02/2016
Name Date

PLEASE SIGN: See Attached

AEP/PSO, UTILITY OWNER

APPROVED AS TO SUBSTANCE BY: (PLEASE PRINT)

Tyler Devereux
Name Date

PLEASE SIGN: See Attached

WINDSTREAM, UTILITY OWNER

APPROVED AS TO SUBSTANCE BY: (PLEASE PRINT)

Angela Rahe
Name Date

PLEASE SIGN: See Attached

COX COMMUNICATION, UTILITY OWNER

APPROVED AS TO SUBSTANCE BY: (PLEASE PRINT)

John Vanscoy 08/31/2016
Name Date

PLEASE SIGN: See Attached

APPROVED AS TO SUBSTANCE

MAYOR OF THE CITY OF BROKEN ARROW

ATTEST:

(Seal) CITY CLERK

APPROVED:


ASSISTANT CITY ATTORNEY



BROKEN ARROW

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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): Robyn Greene

Phone: _____ Email: _____

Property Location: 1503 W. Canton Pl

Legal Description: Aspen Pond Lot 4 Block 7

Parcel number: 78331842229740

Plat name* (if applicable): Aspen Pond

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

AEP/PSO: Tyler Devereux

Signature: [Signature]

Phone: 918.599.2488

Fax: 918.599.3266

Email: thdevereux@aep.com part of this easement.

Comments: See attached document with signature for details on PSO's stipulations on closure of

Windstream: Angela Rahe

Signature: _____

Phone: 918.451.3427

Fax: 918.451.1865

Email: Angela.rahe@windstream.com

Comments: _____

ONG: James Nobles

Signature: _____

Phone: 918.831.8267

Fax: 918.831.8250

Email: James.nobles@onegas.com

Comments: _____

COX: Kevin Catlett

Signature: _____

Phone: 918.286.4658

Fax: 918.286.4018

Email: kevin_catlett@cox.com

Comments: _____

City of BA: Barney Campbell

Signature: _____

Phone: 918.259-2400 EX 7426 Comments: _____

Email: bcampbell@brokenarrowok.gov

PSO does not consent to the closure of the entire UE located along the South side of Lot 4 Block 7 in Aspen Pond subdivision. PSO has facilities in this easement.

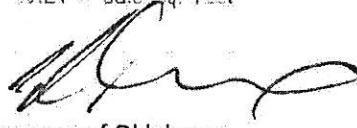
However, PSO does consent to the closure of part of the easement that is encroached on by the pond located in the backyard of Lot 4 Block 7 in Aspen Pond Subdivision. Below is the legal description of the pond that is encroaching within the UE. PSO consents to vacate this portion of the existing UE. Please see attached survey for reference.

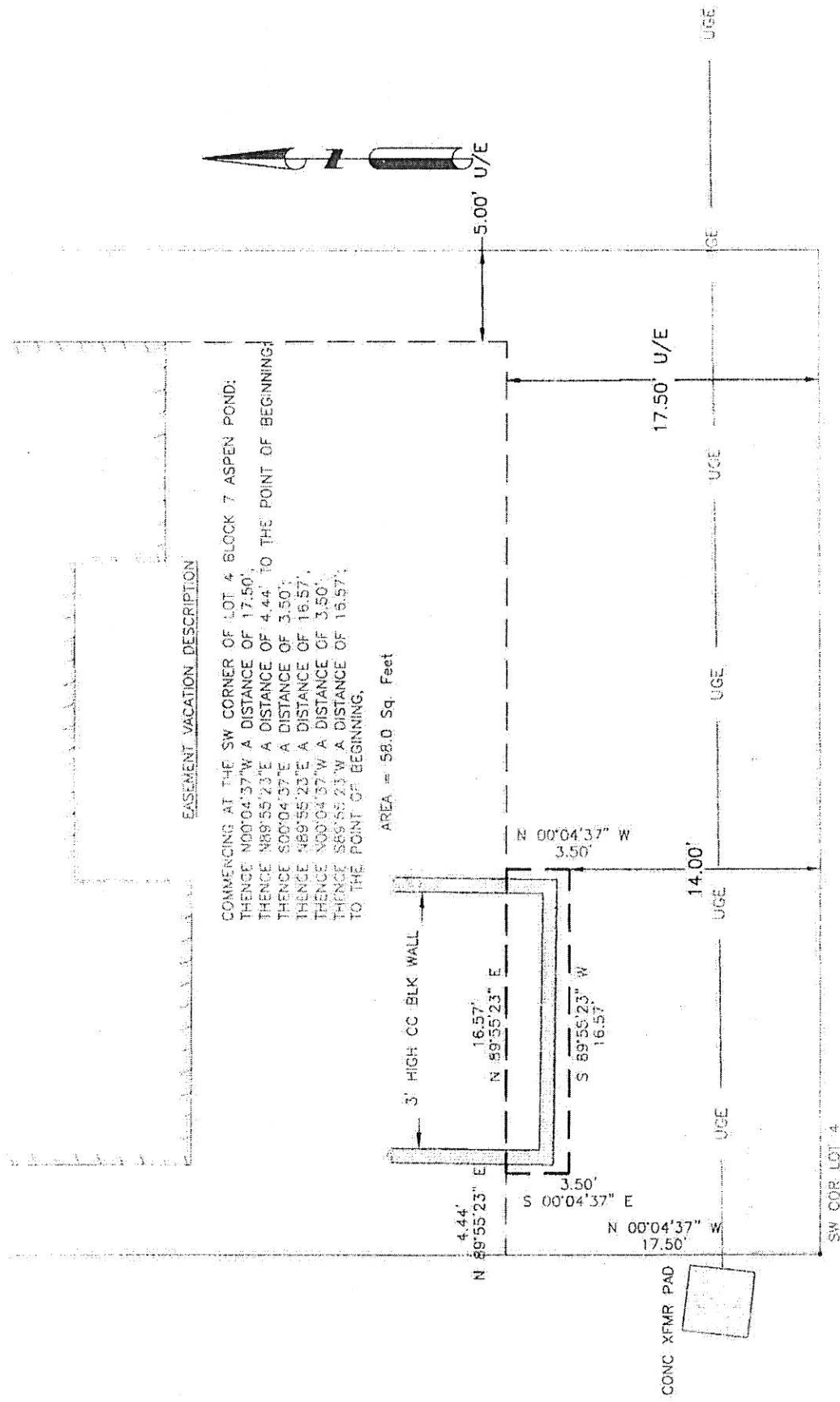
EASEMENT VACATION DESCRIPTION

COMMENCING AT THE SW CORNER OF LOT 4 BLOCK 7 ASPEN ROAD
THENCE N00°04'37"W A DISTANCE OF 17.50'
THENCE N89°55'23"E A DISTANCE OF 4.44' TO THE POINT OF BEGINNING
THENCE S00°04'37"E A DISTANCE OF 3.50'
THENCE N89°55'23"E A DISTANCE OF 16.57'
THENCE N00°04'37"W A DISTANCE OF 3.50'
THENCE S89°55'23"W A DISTANCE OF 16.57'
TO THE POINT OF BEGINNING.

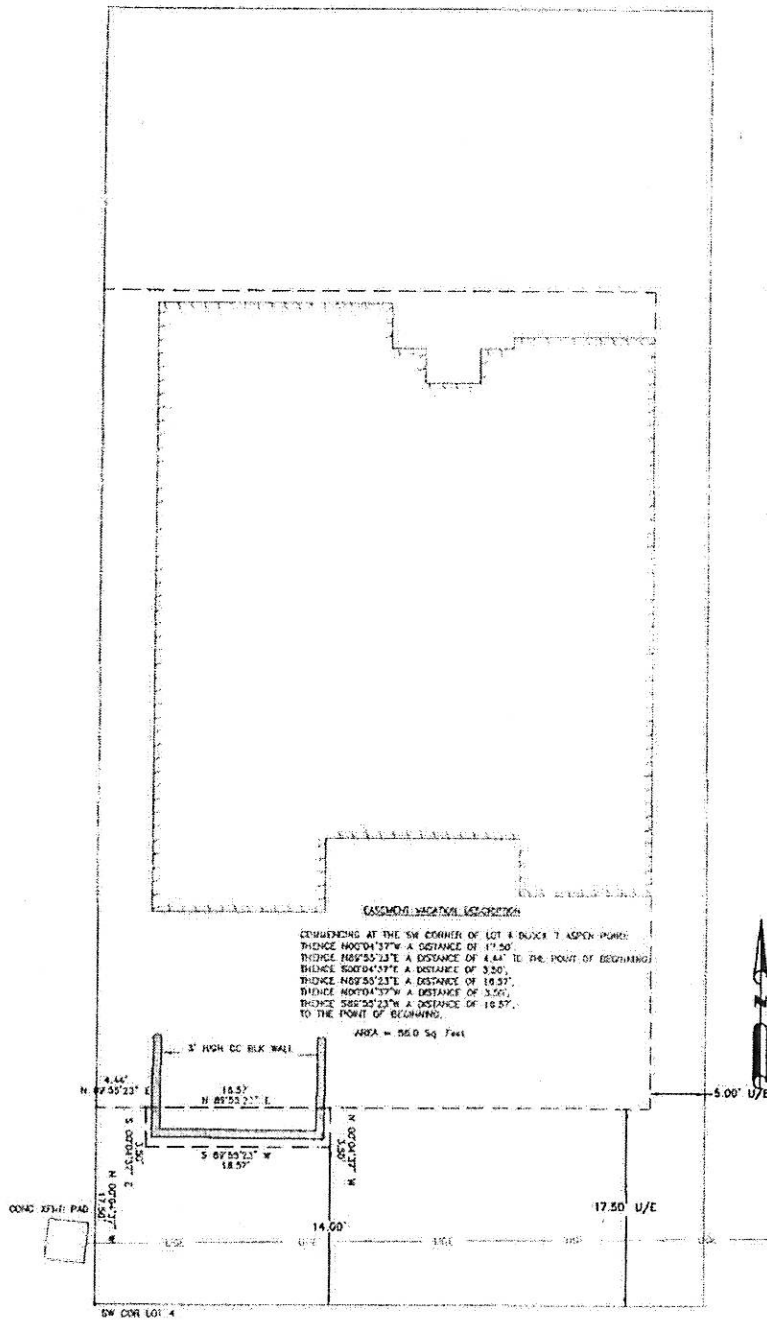
AREA = 58.0 Sq. Feet

Tyler Devereux
Public Service Company of Oklahoma





WEST CANTON PLACE

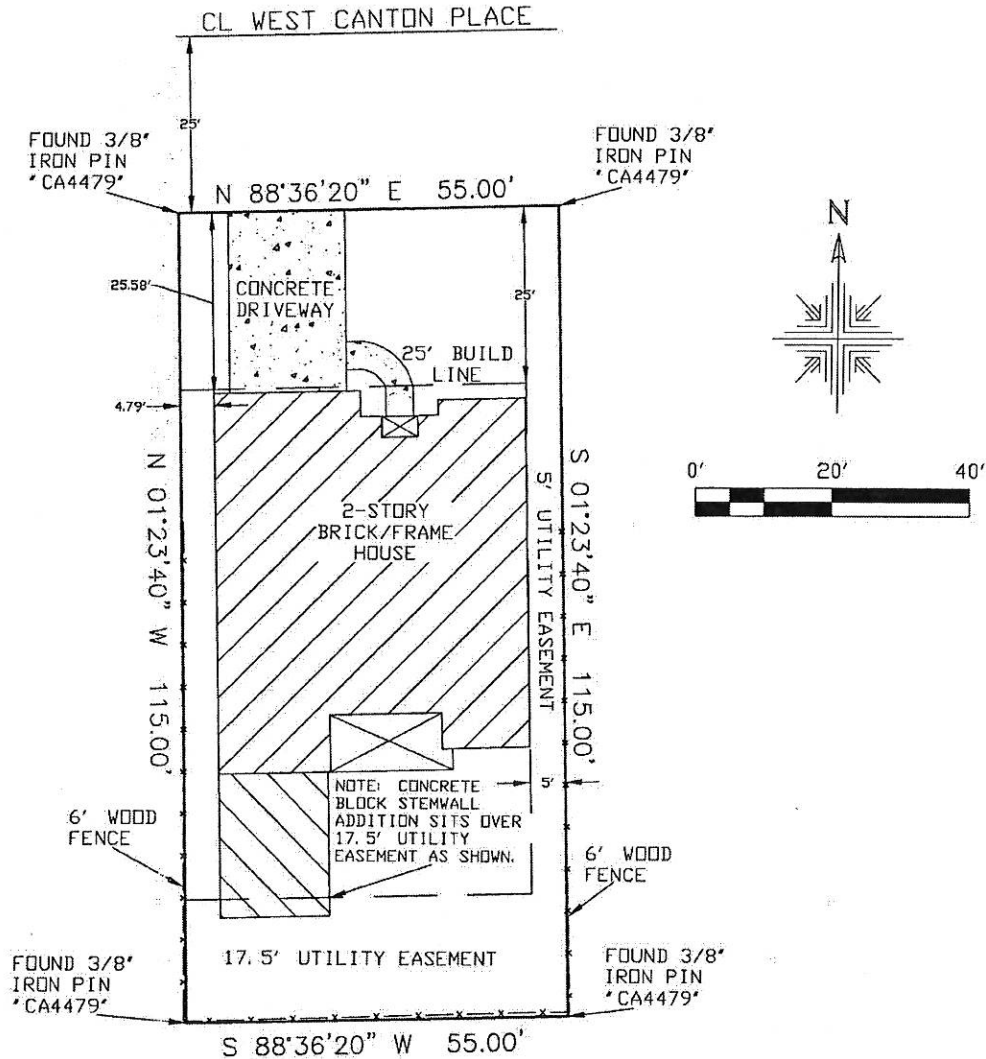


PLAT of SURVEY

PROPERTY ADDRESS: 1503 WEST CANTON PLACE, BROKEN ARROW, OK, 74016-6880

SURVEYOR'S CLIENT: ROBYN GREENE

LEGAL DESCRIPTION: LOT FOUR (4), BLOCK SEVEN (7), ASPEN POND, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6206



SURVEYOR'S NOTES:

- DATE OF LAST SITE VISIT WAS SEPTEMBER 20, 2016.
- BASIS FOR BEARINGS ARE ASSUMED / PER THE RECORDED PLAT.
- UTILITIES WERE NOT FIELD LOCATED AND ARE NOT SHOWN - CALL OKIE 1-800-522-6543!
- SURVEYOR WAS NOT CONTRACTED TO PERFORM A RECORDS SEARCH NOR WAS HE PROVIDED WITH ANY ADDITIONAL DOCUMENTATION TO CONSIDER OR NOTE. DOCUMENTS OF RECORD MAY EXIST THAT AFFECT THE SUBJECT PROPERTY.

SURVEYOR'S STATEMENT

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF THE SURVEY MADE ON THE GROUND BY ANDY FRITZ, PLS, AND OF THE FACTS AS FOUND AT THE TIME OF THE SURVEY AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS
23RD DAY OF SEPTEMBER, 2016.

PREPARED BY:

FRITZ LAND SURVEYING, LLC

2017 W. 91st STREET

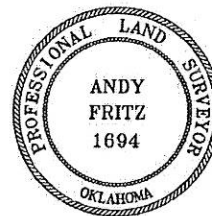
TULSA, OK 74132

PH: 918.231.0575

FRITZLANDSURVEYING@GMAIL.COM

FLS# 16434 ROBYN GREENE

ANDY FRITZ, PLS
OK LIC. 1694





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Subdivision Lot Block

Parcel number: 78331842229740

Plat name* (if applicable): Aspen Pond

*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: Angela Rahe

Phone: 918.451.3427

Comments: Agree to Release North 3'

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



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Signature: _____

Phone: 918.831.8267

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Fax: 918.831.8250

Email: James.nobles@onegas.com

COX: Kevin Catlett

Signature: _____

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Comments: _____

Fax: 918.286.4018

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Signature: _____

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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: John Vanscoy Signature: John S Vanscoy 8/31/2016

Phone: 918-286-4542 Comments: Right of Way Agent

Fax: 918.286.4018 _____

Email: john.vanscoy2@Cox.com

City of BA Barney Campbell Signature: _____

Phone: 918.259-2400 EX 7426 Comments: _____

Email: bcampbell@brokenarrowok.gov



Now you're living.

DATE: 8/31/2016

1503 W Canton PI Broken Arrow

Reference:

(Name of Plat)

Attention: Applicant: Robyn Greene and City of Broken Arrow:

The easements in the subdivision named Does ☒ Does Not satisfy the requirements of Cox Communications. However, this is not meant to be construed that at some future date we may not require additional easement(s) to satisfy the requirements of the customer who occupies this property.

Very truly yours,

John S. Vanscoy

Right of Way Agent

(918) 286-4542 Fax: (918) 286-4008

List any special conditions:

john.vanscoy2@cox.com

Cox has facilities in rear Underground U/E running East and West and should be outside of edge of Koi Pond.