

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BD Creekside Apartment Homes Phase II, LLC the owner, of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, does hereby assigns, grants and conveys to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit:

A TRACT OF LAND THAT IS A PART OF LOT TWO (2), BLOCK ONE (1), CREEKSIDE APARTMENT HOMES, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 1; THENCE NORTH 88°37'32" EAST ALONG THE NORTHERLY LINE OF LOT 2 FOR 292.86 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 88°37'32" EAST ALONG SAID NORTHERLY LINE FOR 4.56 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF LOT 2; THENCE SOUTH 01°15'51" EAST ALONG THE EASTERLY LINE OF LOT 2 FOR 52.12 FEET; THENCE SOUTH 88°37'32" WEST FOR 33.34 FEET; THENCE SOUTH 01°22'28" EAST FOR 11.00 FEET; THENCE SOUTH 88°37'32" WEST FOR 15.00 FEET; THENCE NORTH 01°22'28" WEST FOR 11.00 FEET; THENCE SOUTH 88°37'32" WEST FOR 85.15 FEET; THENCE SOUTH 01°22'28" EAST FOR 54.30 FEET; THENCE NORTH 88°37'32" EAST FOR 32.02 FEET; THENCE SOUTH 01°22'28" EAST FOR 15.00 FEET; THENCE SOUTH 88°37'32" WEST FOR 32.02 FEET; THENCE SOUTH 01°22'28" EAST FOR 227.64 FEET; THENCE NORTH 88°37'32" EAST FOR 11.60 FEET; THENCE SOUTH 01°22'28" EAST FOR 16.50 FEET; THENCE NORTH 88°37'32" EAST FOR 42.58 FEET; THENCE NORTH 01°22'28" WEST FOR 29.65 FEET; THENCE NORTH 88°37'32" EAST FOR 15.00 FEET; THENCE SOUTH 01°22'28" EAST FOR 29.65 FEET; THENCE NORTH 88°37'32" EAST FOR 104.42 FEET; THENCE NORTH 01°22'28" WEST FOR 29.65 FEET; THENCE NORTH 88°37'32" EAST FOR 15.00 FEET; THENCE SOUTH 01°22'28" EAST FOR 29.65 FEET; THENCE NORTH 88°37'32" EAST FOR 33.36 FEET; THENCE NORTH 01°22'28" WEST FOR 14.00 FEET; THENCE NORTH 88°37'32" EAST FOR 15.00 FEET; THENCE SOUTH 01°22'28" EAST FOR 14.00 FEET; THENCE NORTH 88°37'32" EAST FOR 0.84 FEET TO A POINT ON THE EASTERLY LINE OF LOT 2; THENCE SOUTH 01°15'51" EAST ALONG SAID EASTERLY LINE FOR 15.00 FEET; THENCE SOUTH 88°37'32" WEST FOR 245.27 FEET; THENCE SOUTH 01°22'28" EAST FOR 13.83 FEET; THENCE SOUTH 88°37'32" WEST FOR 50.52 FEET; THENCE NORTH 01°22'28" WEST FOR 15.00 FEET; THENCE NORTH 88°37'32" EAST FOR 43.02 FEET; THENCE NORTH 01°22'28" WEST FOR 143.74 FEET; THENCE SOUTH 88°37'32" WEST FOR 22.00 FEET; THENCE NORTH 01°22'28" WEST FOR 15.00 FEET; THENCE NORTH 88°37'32" EAST FOR 22.00 FEET; THENCE NORTH 01°22'28" WEST FOR 35.57 FEET; THENCE SOUTH 88°37'32" WEST FOR 43.02 FEET; THENCE NORTH 01°22'28" WEST FOR 15.00 FEET; THENCE NORTH 88°37'32" EAST FOR 43.02 FEET; THENCE NORTH 01°22'28" WEST FOR 11.15 FEET; THENCE SOUTH 88°37'32" WEST FOR 43.02 FEET; THENCE NORTH 01°22'28" WEST FOR 15.00 FEET; THENCE NORTH 88°37'32" EAST FOR 43.02 FEET; THENCE NORTH 01°22'28" WEST FOR 85.11 FEET; THENCE SOUTH 88°37'32" WEST FOR 23.55 FEET; THENCE NORTH 01°22'28" WEST FOR 15.00 FEET; THENCE NORTH 88°37'32" EAST FOR 23.55 FEET; THENCE NORTH 01°22'28" WEST FOR 6.70 FEET; THENCE NORTH 88°37'32" EAST FOR 144.02 FEET; THENCE NORTH 01°22'28" WEST FOR 37.12 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF

LAND.

CONTAINING 15,547.59 SQUARE FEET OR 0.357 ACRES, MORE OR LESS.

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this ____ day of _____
_____, 20____.

BD CREEKSIDE APARTMENTS PHASE II, LLC
BY: Andrew Braxton

Managing Member

State of MONTANA)
) ss.
County of GALLATIN)

Before me, the undersigned, a Notary Public within and for said County and State, on this 20 day of July
2017, personally appeared Andrew Braxton to me known to be the identical person who executed the within and foregoing instrument as the free and voluntary act and deed of such person 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:



Approved as to Form:

Notary Public

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer: _____ checked: _____
Project: _____