SEWER LINE EASEMENT CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, <u>Brighton Village</u>, <u>LLC</u> by <u>Charles Ramsey</u>, its <u>Managing Member</u>, the owner, of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do hereby grant and convey unto the said City of Broken Arrow, Oklahoma, a perpetual easement, through, over, under, and across the following described property, situated in Tulsa County, to wit:

SANITARY SEWER LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF RESERVE AREA 'C', BRIGHTON VILLAGE, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THESOUTHWEST CORNER OF RESERVE AREA 'C', BRIGHTON VILLAGE; THENCE NORTH 00°06'27" EAST ALONG THE WESTERLY LINE OF SAID RESERVE AREA 'C' FOR 22.50 FEET; THENCE SOUTH 89°58'22" EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID RESERVE AREA 'C' FOR 63.95 FEET; THENCE SOUTH 59°58'22" EAST PARALLEL WITH SAID SOUTHERLY LINE FOR 20.00 FEET; THENCE SOUTH 89°58'22" EAST PARALLEL WITH SAID SOUTHERLY LINE 207.67 FEET; THENCE SOUTH 44°24'26" WEST FOR 31.48 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE NORTH 89°58'22" WEST ALONG SAID SOUTHERLY LINE FOR 191.68 FEET; THENCE NORTH 59°58'22" WEST ALONG SAID SOUTHERLY LINE FOR 20.00 FEET; THENCE NORTH 89°58'22" WEST ALONG SAID SOUTHERLY LINE FOR 57.95 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 6,314 SQUARE FEET 0.145 ACRES, MORE OR LESS.

for sewer line and appurtenances exclusively, and for the purpose of permitting the City of Broken Arrow to construct a

sewer line 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 City, 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, replaying and maintaining said sewer line and appurtenances, and for the purpose of enabling the City to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such sewer line and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and their heirs, administrators, successors grantor, for assigns, covenant and agree that no building, structure, wall or ground obstruction will be placed, erected, other above installed or permitted upon the above described land; further covenant and agree that in the event the terms of this paragraph are violated by the grantor or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from the City or City shall have right to remove or otherwise eliminate such violation, and grantor, their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

To have and to hold the above described easement and right unto the said grantee, its successors and assigns forever.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this $\frac{25}{20}$ day of $\frac{5}{20}$, $\frac{20}{20}$

Brighton Willage, LL

Βv

Charles Ramsey, Managing Member

Before me, the undersigned, a Notary Public within and for said County and State, on this day of furl 20 /6, personally appeared hock Ramsay for Brighton Village, LLC to me known to be the identical person who executed the within and foregoing instrument as its Managing Member and as the free and voluntary act and deed of such corporation for the uses and
purposes therein set forth
IN WITNESS THEREOF To the reunto set my hand and affixed my official seal the day and year lost above written. My commission expires: 11010522 Notary Public Approved as to Substance:
Asst: City Attorney City Manager
Engineer: Checked: 7-25-18 Project: