

MUTUAL ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, The Broken Arrow Economic Development Authority, an Oklahoma Public Trust, Grantor, 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, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby grant and convey unto said Grantee, a perpetual easement, through, over and under and across the following described property, situated in said County, to-wit:

See Exhibit "A"

For Mutual Access, and for the purpose of permitting the construction of a paved drive for ingress and egress over, through and across the above described tract, the access of all emergency vehicles, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said Mutual Access easement for the purpose of lateral crossings only.

The undersigned parties are hereby given and granted the mutual possession of said above described premises for the purposes aforesaid, and both the grantor and the grantee, for them and their heirs, administrators, successors and assigns, covenant and agree that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant and agree that in the event the terms of this paragraph are violated by the grantor, the grantee, or any person in privity with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City, grantor or grantee, their heirs, administrators, successors and assigns, and 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.

DATED this 7th day of August, 2018.

By: Craig Thurmond  
Title: Chairman

State of Oklahoma )  
                          )ss.  
County of \_\_\_\_\_)

Before me, the undersigned Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chairman or vice-chairman of the board of directors or mayor, as the case may be) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Form:

\_\_\_\_\_  
Asst. City Attorney

Approved as to Substance:

\_\_\_\_\_  
City Manager

Development Services:   *CD*   Checked: 8-2-18 Project: \_\_\_\_\_