

# WATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, K. L. Pang, the owner       , of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do ea 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 said County, to-wit:

That part of the NE 1/4 of the NE 1/4 of Section 5, Township 18 North, Range 14 East, located north and east of the MKT Railroad, further described as follows:

Beginning at the northeast corner of said Section 5; thence south along the east boundary of said Section 5 a distance of 24.75 feet to a point; thence west parallel to the north line of said Section 5 a distance of 44.75 feet to a point, said point being the point of beginning; thence, west parallel to the north line of said Section 5 a distance of 456.19 feet to a point; thence southeasterly along the MKT Railroad right-of-way a distance of 41.74 feet to a point; thence east parallel to the north boundary of said Section 5 a distance of 422.95 feet to a point; thence north parallel to the east boundary of said Section 5 a distance of 25.25 feet to the point of beginning, containing 0.26 acres, more or less.

for water line and waterworks purposes exclusively, and for the purpose of permitting the City of Broken Arrow to construct a water main 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 of Broken Arrow, 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 City of Broken Arrow to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such water main or mains.

See A Below

Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor           , for himself and his heirs, administrators, successors and assigns, covenant 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 by the grantor or any person in privity with it, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City, or City shall have right to remove or otherwise eliminate such violation, and grantor           , his heirs, Administrators, successors and assigns, shall promptly pay the actual cost thereof.

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

DATED this 16 day of April, 1973.

A. FURTHER INFORMATION: The City of Broken Arrow agrees to provide one 1" water tap on this piece of property at no cost to Mr. K.L. Pang, to be installed upon his request.

K. L. Parry

STATE OF OKLAHOMA)  
 ) SS  
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public within and for said County and State, on this 16 day of April, 1973, personally appeared K. L. King to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his 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: 2-27-74

APPROVED AS TO FORM:

**City Attorney**

Notary Public  
Engineer Checked

APPROVED AS TO SUBSTANCE:

**City Manager**

STATE OF OKLAHOMA  
TULSA COUNTY  
FILED OR RECORDED

1973 APR 26 AM 11 10  
*Mary Nesbitt*  
ANITA NESBITT  
COUNTY CLERK



See Below

U. S. DEPT. OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535  
APR 26 1973  
TULSA, OKLAHOMA

