

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **TIGER HILL PLAZA, LLC.**, an Oklahoma limited liability company, the Owner(s), 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 (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"

Is active upon execution and shall extend to April 1, 2021. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of wall improvements for the Tiger Hill Soldier Pile Retaining Wall, project #171703.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 15th day of October 2020.

TIGER HILL PLAZA, LLC.

By: 

STEVE WALMAN, Managing Member

STATE OF OKLAHOMA)
COUNTY OF Tulsa) §

15th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of October, 2020, personally appeared Steve Walman, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



C. J. Moore
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

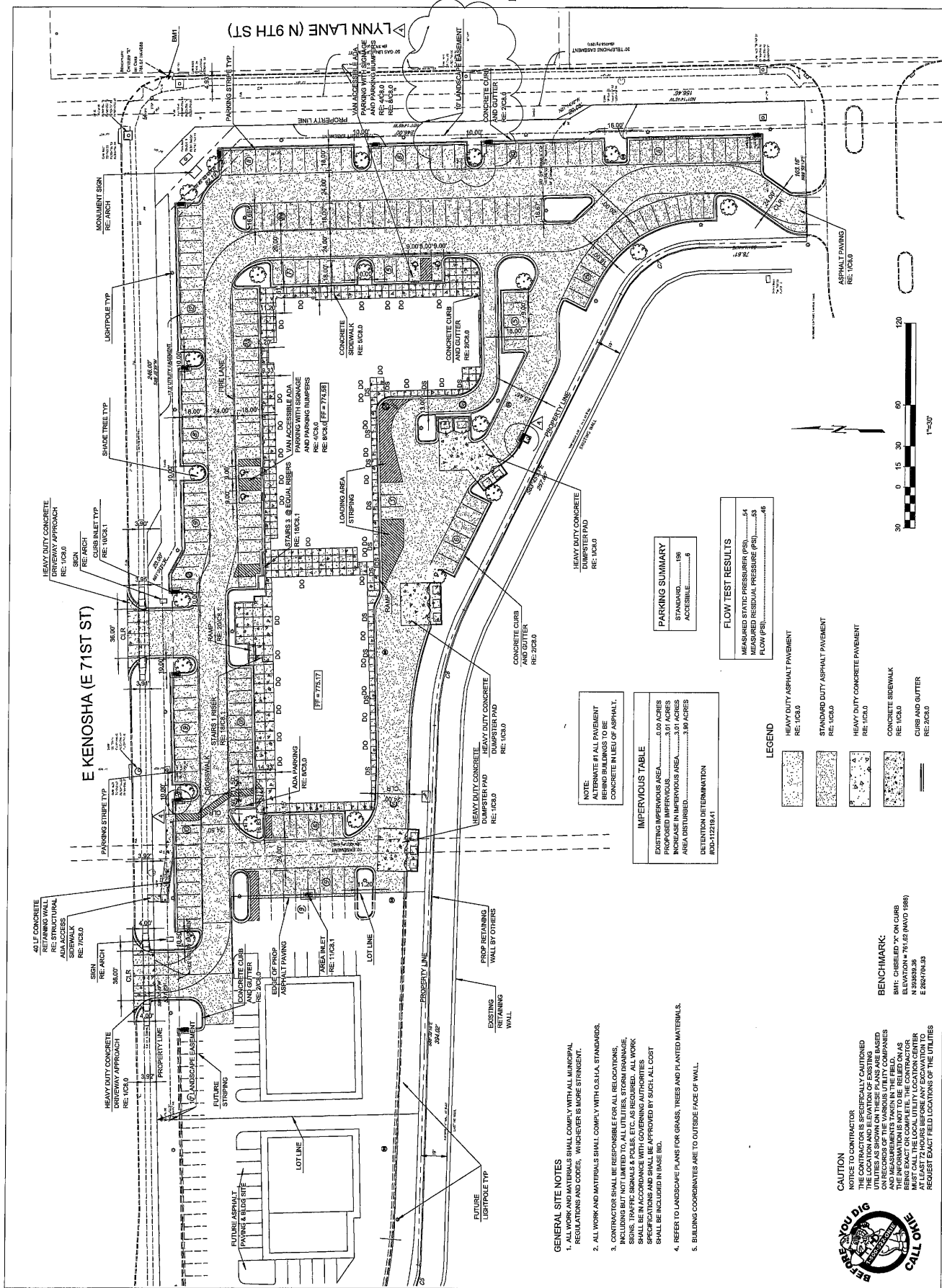
Assistant City Attorney

Michael L. Spurgeon, City Manager

Attest:

Engineer KDS Checked: ✓
Project: Tiger Hill Soldier Pile Retaining Wall, Project No.171703

City Clerk



Conditions: (List physical conditions required for acceptance):

City of Broken Arrow contractor shall: _____

1. Limit work to within the designated easement limits issued within the attached exhibit; and
2. Be responsible for all damages to installed infrastructure on the property site due to construction by the City of Broken Arrow contractor; and
3. Be responsible for regular cleaning of any construction debris, track out, or erosion transmission during construction within said easement; and
4. Keep the property owners representative apprised of all activities within designated easement; and
5. Construction traffic shall be limited to only the Heavy Duty Asphalt Pavement areas and/or the unpaved areas; only foot traffic in the Standard Duty Pavement areas; and
6. Utilize the heavy duty staging areas noted in the exhibit for heavy construction vehicle staging exclusively; or alternatively within the non-paved area between the back of proposed curb and new retaining wall.

Owner: Tiger Hill Plaza, LLC
an Oklahoma limited liability company

By: _____ Date: _____
_____, Managing Member

Acknowledgement by contractor:
Contractor: Stronghand, LLC

By: _____ Date: _____
Chris Byrne, Managing Member

Agent: Karen L. Pax Date: _____

Project: Tiger Hill Soldier Pile Retaining Wall, project #171703