

**FIRST AMENDMENT TO
WATER LINE EASEMENT**

THIS FIRST AMENDMENT TO WATER LINE EASEMENT (the "Amendment") is executed as of the 30th day of MARCH, 2021 between **MCGUIRE BELL LAGO L.L.C.**, an Oklahoma limited liability company, ("McGuire") and the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, (the "Grantee").

RECITALS

A. G. E. Helm, et ux, who is a predecessor of Grantor, executed that certain Water Line Easement to Grantee (the "Easement"), dated June 16, 1980, filed August 4, 1980 in the records of the Office of the Wagoner County Clerk, and recorded in Book 558, Page 659, granting an easement over, across, and upon the following described real property located in Wagoner County, Oklahoma to-wit: A strip of land 50 feet in width located in the SE1/4 of Section 8, T18 N, R15E of the Indian Base and Meridian, Wagoner County, Oklahoma, the centerline of which is more particularly described as follows: Beginning at a point on the East line of said SE1/4, 49.75' North of the Southeast Corner thereof, thence Westerly a distance of approximately 2640' to a point on the West line of said SE1/4, 49.75' North of the Southwest corner thereof.

B. McGuire is the current owner of that portion of the Property containing the Easement as more particularly described on Exhibit "A" attached hereto, and which is incorporated herein by reference for all purposes (the "McGuire Tract").

C. McGuire and Grantee desire to amend the Easement relating to the McGuire Tract as set forth in this Amendment.

NOW, THEREFORE, McGuire and Grantee, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, consent and agree to amend the Easement as follows:

1. Paragraph 4 of the Easement, which states as follows:

That Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said water lines. If not mutually agreed upon, said damages to be ascertained and determined by three (3) disinterested persons, one (1) to be appointed by Grantor(s), one (1) by Grantee, and the third by the two (2) appointed as aforesaid, and the award of two (2) of such three (3) persons shall be final and conclusive;

shall be deleted in its entirety and no longer a term, condition, or provision of the Easement.

2. This Amendment shall be binding on the successors and assigns of the parties.

3. Except as specifically amended hereby, all terms and conditions of the Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Easement, the terms and conditions of this Amendment shall control.

4. This Amendment may be executed in multiple counterparts, each of which will be an original. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The parties may provide signatures to this Amendment by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

(Signature page to follow)

WITNESS this 30th day of MARCH, 2021.

GRANTOR:

**MCGUIRE BELL LAGO L.L.C.,
an Oklahoma limited liability company**

By: L. Patrick McGuire
L. Patrick McGuire, its Manager

GRANTEE:

**CITY OF BROKEN ARROW, OKLAHOMA,
a municipal corporation**

By: _____

Name: Michael Spurgeon

Title: City Manager

Approved as to Form:

[Signature]

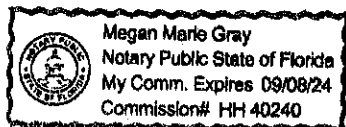
Asst. City Attorney

Engineer: JDD checked: 4-12-21

Project:

upm
FLORIDA
STATE OF ~~OKLAHOMA~~)
)ss.
COUNTY OF Pinellas)

This instrument was acknowledged before me this 30th day of March, 2021,
by L. Patrick McGuire, Manager of McGuire Bell Lago L.L.C., an Oklahoma limited liability
company.



M
NOTARY PUBLIC, STATE OF ~~OKLAHOMA~~ FLORIDA upm
Megan Gray

STATE OF OKLAHOMA)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2021, by
_____, _____ of City of Broken Arrow,
Oklahoma, a municipal corporation.

NOTARY PUBLIC, STATE OF OKLAHOMA