

PSO  
P.O. Box 201  
Tulsa, OK 74102

Agent: M. Payton/J. Gilkey - OK151\_\_\_\_\_  
Area: D-6098 WO #  
Address:

**UNDERGROUND RIGHT-OF-WAY EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That: **TULSA DEVELOPMENT AUTHORITY**, a Public Body Corporate, hereinafter referred to as "Grantor(s)", for the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which as consideration for any and all direct and indirect, current damage, injury or diminution in value to the property covered by this easement, or the property of Grantor(s) adjacent thereto is hereby acknowledged, hereby grants, bargains, sells and conveys unto **PUBLIC SERVICE COMPANY OF OKLAHOMA**, an Oklahoma corporation, its successors and assigns, hereinafter referred to as "Grantee", an easement consisting of the perpetual right, privilege and authority to construct, operate, maintain, reconstruct and remove an underground electrical system consisting of conduits, wires, cables, fixtures, surface-mounted transformers and pedestals and other appurtenances for the transmission, transformation, regulation and distribution of electrical current and other forms of energy and for the transmission or communication of data, audio and video information under, upon and across a portion of a tract or parcel of land owned by Grantor(s). Such tract or parcel is located in Section 1, Township 12 North, Range 19 East, I.B.&M., Tulsa County, State of Oklahoma, and is described as follows:

Lot Ten (10), Block One (1), **THIRD AND GREENWOOD**, a Subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat No 6513

The easement and right-of-way granted hereby is described on **Exhibit "A"**, attached hereto and made a part hereof.

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**Section 1, T19N, R12E**

Grantor(s) warrant that the surface of the earth upon said easement will not be lowered without prior consent of Grantee. This covenant is recognized as being necessary for the protection of the underground facilities and the public. Grantor(s) agrees to be responsible for any damage to the facilities. Grantor(s) agrees to prevent the placement of any structure within said easement.

While the installations to be made by Grantee in pursuance of this grant are made to facilitate the development of Grantors' property and are permanent in nature, Grantor(s) nevertheless reserves the right to require relocation of all or part of said facilities installed by Grantee hereunder to the extent, from time to time, as is necessary to permit the further development of said property, upon the condition, however, and it is hereby agreed that Grantor(s), or the successors in interest to Grantor(s), will bear the cost of any and all such relocations.

ALSO granting said Grantee, its successors and assigns, the perpetual right, privilege and authority to prevent the placement of any structure that may, in the judgment of the Grantee, interfere with or endanger said underground electrical system or its maintenance and operation; and to enter upon the above described premises for the purposes of constructing, operating, maintaining, reconstructing and removing its underground electrical system aforesaid, and further granting to said Grantee, its successors and assigns, the right, privilege and authority to construct, operate, maintain, reconstruct and remove such underground electrical system under, upon, over and across any street, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto.

The failure of Grantee to exercise any of the rights granted hereby, in whole or in part, for any period of time shall not be deemed to constitute a waiver, release, abandonment or limitation of such easement, right, privilege or authority. Grantor(s) hereby reserves the right to make such use of the land included within the easement as is not inconsistent with the rights, privileges and authorities granted hereby.

Grantor(s) hereby warrants unto Grantee that Grantor(s) will defend the easement and all rights, privileges and authorities hereby granted against every person or persons who may lawfully claim an interest in the property of Grantor(s) contrary thereto. Grantor(s) hereby acknowledges that this document contains the entire agreement between Grantor(s) and Grantee regarding the easement, rights, privileges and authority granted herein and that Grantor(s) is not relying upon any oral or written representations or assurances given by Grantee in connection with the negotiations for this document. Any special agreements between Grantor(s) and Grantee shall be in writing, and signed by both parties.

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SIGNED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**TULSA DEVELOPMENT AUTHORITY,**  
a Public Body Corporate

By: \_\_\_\_\_  
Julius Pegues, Chairman

*(Corporate Acknowledgment)*

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015,  
by Julius Pegues, as Chairman of the Board of TULSA DEVELOPMENT AUTHORITY, a  
Public Body Corporate, on behalf of TULSA DEVELOPMENT AUTHORITY.

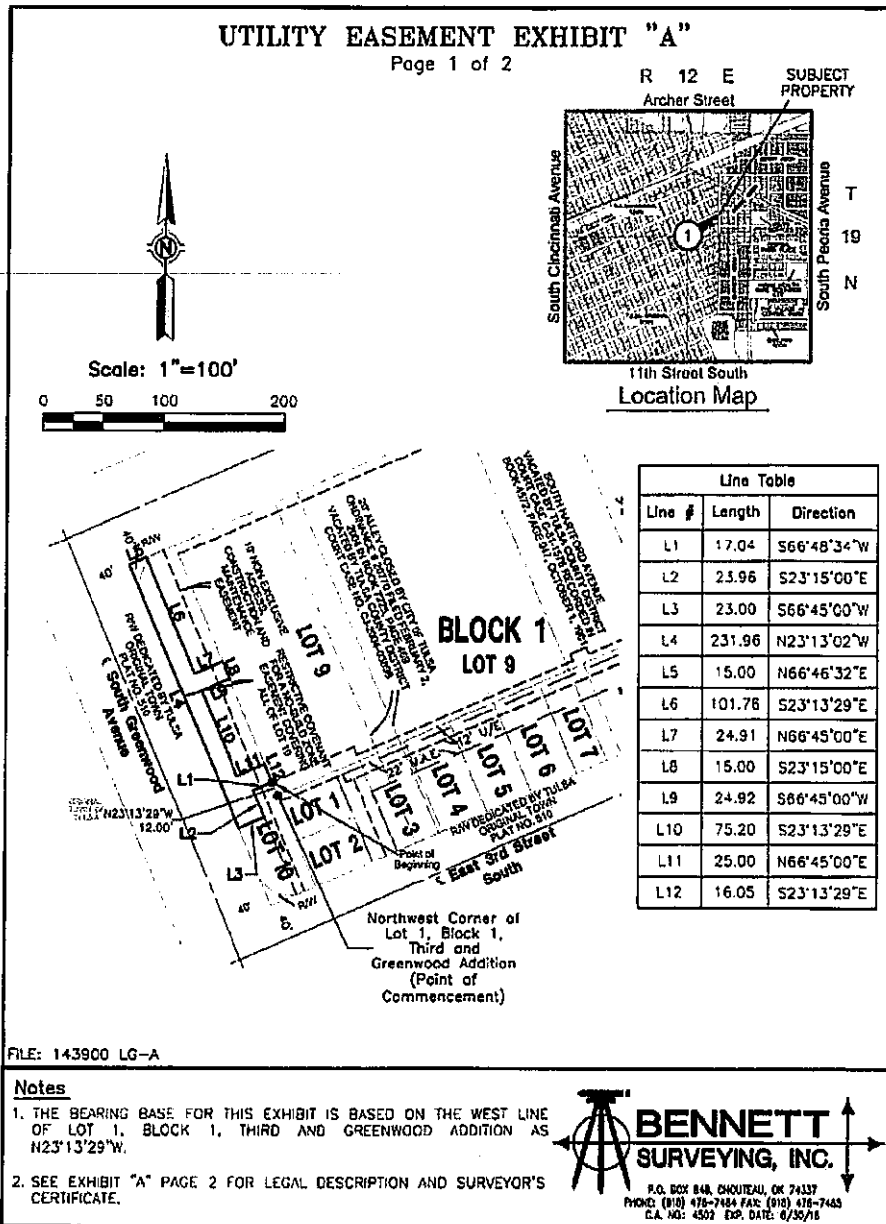
(SEAL)  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

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

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**EXHIBIT "A" - Page 1 of 2**



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**EXHIBIT "A" - Page 2 of 2**



**EXHIBIT "A" LEGAL DESCRIPTION**

A TRACT OF LAND LYING IN LOT TEN (10), BLOCK ONE (1), THIRD AND GREENWOOD ADDITION ACCORDING TO THE RECORDED PLAT THEREOF; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

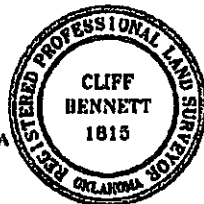
COMMENCING AT THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), THIRD AND GREENWOOD ADDITION; THENCE N23°13'29"W AND ALONG THE EAST LINE OF LOT TEN (10), BLOCK ONE (1) OF GREENWOOD ADDITION FOR A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; THENCE S66°48'34"W FOR A DISTANCE OF 17.04 FEET; THENCE S23°15'00"E FOR A DISTANCE OF 23.96 FEET; THENCE S66°45'00"W FOR A DISTANCE OF 23.00 FEET; THENCE N23°13'02"W FOR A DISTANCE OF 231.96 FEET; THENCE N66°46'32"E FOR A DISTANCE OF 15.00 FEET; THENCE S23°13'29"E FOR A DISTANCE OF 101.76 FEET; THENCE N66°45'00"E FOR A DISTANCE OF 24.91 FEET; THENCE S23°15'00"E FOR A DISTANCE OF 15.00 FEET; THENCE S66°45'00"W FOR A DISTANCE OF 24.92 FEET; THENCE S23°13'29"E FOR A DISTANCE OF 75.20 FEET; THENCE N66°45'00"E FOR A DISTANCE OF 25.00 FEET; THENCE S23°13'29"E FOR A DISTANCE OF 16.05 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 0.10 ACRES MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON JANUARY 5, 2015 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE WEST LINE OF SAID LOT ONE (1), BLOCK ONE (1), THIRD AND GREENWOOD ADDITION AS BEING N23°13'29"W.

**SURVEYOR'S CERTIFICATE**

I, CLIFF BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE UTILITY EASEMENT DESCRIBED, AND THAT THE SURVEY OF THE UTILITY EASEMENT MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 5TH DAY OF JANUARY, 2015.



FILE: 143441LG-A

*Cliff Bennett*  
CLIFF BENNETT, PLS  
OKLAHOMA NO. 1815  
CERT. OF AUTH. NO. 4502  
EXP. DATE JUNE 30, 2016

PAGE 2 OF 2

Bennett Surveying, Inc.  
P.O. Box 201  
Tulsa, OK 74102  
1-918-754-1111

**CONSENT TO UNDERGROUND RIGHT-OF-WAY EASEMENT**

**THIS CONSENT TO UTILITY EASEMENT**, executed on or as of the \_\_\_\_ day of April, 2015, by **TULSA OPEN SPACE ALLIANCE, INC.** ("TOSA"), a not for profit conservation organization, whose mailing address is: 624 S. Boston Avenue, Suite 400, Tulsa, Oklahoma, 74119,;

**WITNESSETH:**

**WHEREAS**, the Tulsa Development Authority (TDA), in carrying out its authorized programs has become the owner of the real estate described on Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, TDA and TOSA have negotiated and reached an agreement for the purchase, conveyance and redevelopment of the Property in accordance with the terms of that certain Contract For The Sale Of Land For Private Redevelopment ("the Contract") dated February 14, 2012, as thereafter amended from time to time; and

**WHEREAS**, Hartford Commons, LLC and Tulsa Urban Development Group, LLC desire to obtain approval and consent of the TDA for conveyance of an Underground Right-Of-Way Easement to Public Service Company of Oklahoma upon and under the Property in the form attached hereto as Exhibit "B", and TDA is willing to give its approval and consent to the execution and conveyance of such Underground Right-Of-Way Easement, subject to first obtaining the written consent of TOSA to TDA's conveyance of said Underground Right-Of-Way Easement in and to the Property; and

**WHEREAS**, TOSA also desires for TDA to execute and convey said Underground Right-Of-Way Easement in and to the Property and stipulates that TOSA will receive adequate consideration from the installation of said Underground Right-Of-Way Easement in and to the Property.

**NOW THEREFORE**, TOSA does hereby approve and consent to the execution and conveyance of such Underground Right-Of-Way Easement in the form attached hereto as Exhibit "B" as to the real estate described on Exhibit "A" attached hereto.

**TULSA OPEN SPACE ALLIANCE, INC.**

By: \_\_\_\_\_  
Bruce G. Bolzle, Chairman

ACKNOWLEDGMENT

Subscribed and sworn to before the undersigned Notary Public this \_\_\_\_ day of May, 2015, by Bruce G. Bolzle, as Chairman of Tulsa Open Space Alliance, Inc. on behalf of said corporation.

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

My Commission Number:  
\_\_\_\_\_

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

c:\users\jot.hlf\documents\tda\land legacy sale - 2010\tulsa open space alliance contract file - 2012\consent to pso utility easement - lot 10  
15.4.16.docx

EXHIBIT "A"

LEGAL DESCRIPTION

**TRACT 2: Lot Ten (10), Block One (1); THIRD AND GREENWOOD, a Subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6513.**