

PERMANENT MUTUAL ACCESS EASEMENT

THIS PERMANENT MUTUAL ACCESS EASEMENT (this “**Agreement**”) is made and entered into as of the _____ day of November, 2022 (the “**Effective Date**”), by and between INDEPENDENT SCHOOL DISTRICT NO. 3, TULSA COUNTY, STATE OF OKLAHOMA, A/K/A BROKEN ARROW BOARD OF EDUCATION SCHOOL DISTRICT NO. 3, TULSA COUNTY, OKLAHOMA (the “**School District**”), and BRIDGECITY TRUSTEE SERVICES, LLC, AS TRUSTEE OF THE STEADFAST INVESTMENTS BUSINESS TRUST UNDER AGREEMENT DATED 10/5/22 (“**Steadfast**”). The School District and Steadfast are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the School District is the fee simple owner of a tract of land situated in the Northwest Quarter of Section 14, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, as shown on **Exhibit A** attached hereto (the “**School District Property**”); and

WHEREAS, Steadfast is the fee simple owner of a tract of land adjacent to the School District Property, as shown on **Exhibit B** attached hereto (the “**Steadfast Property**”); and

WHEREAS, an Addendum to Mutual Access Easement referencing a prior Mutual Access Easement dated June 23, 2020 was recorded with the Tulsa County Clerk on June 24, 2020 as Document # 2020057851 (collectively, the “**Prior Easement**”); and

WHEREAS, because the Prior Easement was not approved by the School District’s Board of Education, such Prior Easement was and is void as a matter of law; and

WHEREAS, it is intended by the parties that the terms and conditions of this Agreement shall supersede any and all prior negotiations, agreements or understandings between the Parties.

NOW, THEREFORE, WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually covenant and agree as follows:

1. The School District hereby grants, bargains, sells, and conveys to Steadfast and Steadfast’s successors and assigns, a perpetual, non-exclusive easement and right of way over and across the portion of the School District Property shown hatched and described as the “Mutual Access Easement” on **Exhibit A** attached hereto (the “**School District Easement Area**”), for the use and benefit of Steadfast and Steadfast’s successors and assigns as a means of pedestrian and vehicular ingress and egress to and from the Steadfast Property (the “**School District Easement**”), to have and to hold the School District Easement forever as appurtenant to the Steadfast Property.

2. Steadfast hereby grants, bargains, sells, and conveys to the School District and the School District’s successors and assigns, a perpetual, non-exclusive easement and right of way over and across the portion of the Steadfast Property shown hatched and described on **Exhibit B** attached hereto and made a part hereof, (the “**Steadfast Easement Area**”; each of the Steadfast Easement Area and the School District Easement Area are sometimes individually referred to herein as the “**Easement Area**”, and collectively as the “**Easement Areas**”), for the use and benefit of the School District and the School District’s successors and assigns as a means of

pedestrian and vehicular ingress and egress to and from the School District Property (the “**Steadfast Easement**”; each of the Steadfast Easement and the School District Easement are sometimes individually referred to herein as the “**Easement**”, and collectively as the “**Easements**”), to have and to hold the Steadfast Easement forever as appurtenant to the School District Property.

3. Each Party or its successor or assign that is the owner of record of the School District Property or Steadfast Property, as applicable (each, an “**Owner**”) shall, at their cost and expense, repair and restore any damage to the other Owner’s property caused by such Owner’s use of the Easement Areas, as applicable, ordinary wear and tear excepted.

4. Except as otherwise provided herein, each Owner shall keep such Owner’s Easement Area unobstructed and available for use for pedestrians and vehicular ingress and egress to and from the public right of way to their respective properties. Each Owner and their successors or assigns shall have the right, but not the obligation, to maintain the Easement Areas in a state of good repair, including, but not limited to, removing snow and ice from the Easement Areas, and repairing, resurfacing, improving, and replacing the drive lane located in the Easement Areas as necessary. Each Owner may make any use of the Easement Areas not inconsistent with the rights herein conveyed or with the use of the easement by the holder of such easement rights for the purposes named herein.

5. The covenants, agreements, commitments, declarations, conveyances, and grants of easement as set forth herein shall constitute a covenant running with the land for the benefit of each Owner and each Owner’s successors and assigns and shall be binding upon the Owner and each Owner’s successors and assigns.

6. The Prior Easement is void and of no effect between the Parties, and is hereby terminated. The terms and conditions of this Agreement shall supersede any and all prior agreements between the Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the day and year first set forth above.

ATTEST:

SCHOOL DISTRICT:

**INDEPENDENT SCHOOL DISTRICT NO. 3,
TULSA COUNTY, STATE OF OKLAHOMA,
A/K/A BROKEN ARROW BOARD OF
EDUCATION SCHOOL DISTRICT NO. 3,
TULSA COUNTY, OKLAHOMA**

Name:
Title: Clerk

By: _____
Name:
Title: President

STATE OF OKLAHOMA

ss.

COUNTY OF TULSA

This instrument was acknowledged before me on the ____ day of November, 2022, by _____, as President of the Board of Education of Independent School District No. 3, Tulsa County, State of Oklahoma, A/K/A Broken Arrow Board of Education School District No. 3, Tulsa County, Oklahoma.

Notary Public # _____

My Commission Expires: _____

SEAL

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

STEADFAST:

**BRIDGECITY TRUSTEE SERVICES, LLC, IN
ITS CAPACITY AS TRUSTEE OF THE
STEADFAST INVESTMENTS BUSINESS
TRUST DATED 10/5/22**

By: _____
Name: Donald D. Cameron Clark
Title: Managing Member

STATE OF OKLAHOMA

ss.

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of November, 2022, by Donald D. Cameron Clark, as Managing Member of BridgeCity Trustee Services, LLC, trustee of the Steadfast Investments Business Trust dated 10/5/22.

Notary Public # _____

My Commission Expires: _____

SEAL

EXHIBIT A

DEPICTION OF SCHOOL DISTRICT EASEMENT AREA

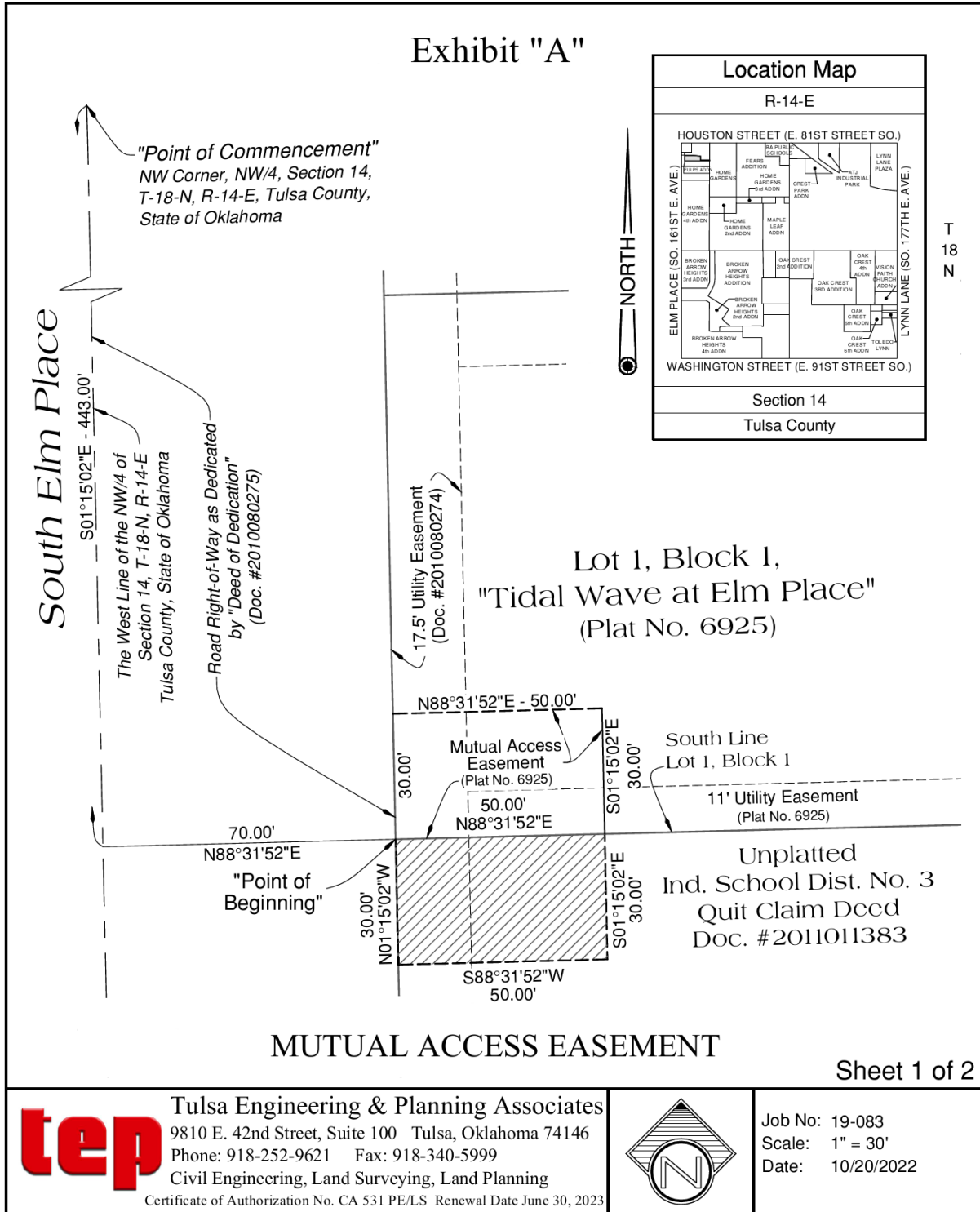


Exhibit "A"

Tract Description

A Tract of Land contained within the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW/4); Thence South 01°15'02" East, along the West line of said Northwest Quarter (NW/4), a distance of 443.00 feet; Thence North 88°31'52" East a distance of 70.00 feet to the "Point of Beginning", said point being on the east line of Deed of Dedication, Doc. No. 2010080275, and also being the southwest corner of Lot 1, Block 1, "Tidal Wave at Elm Place", Plat No. 6925, as filed in the office of the Tulsa County Clerk, and also being the southwest corner of "Mutual Access Easement", as shown on said plat;

Thence North 88°31'52" East, along the south line of said Lot 1 and the south line of said "Mutual Access Easement", a distance of 50.00 feet to the southeast corner of said easement;

Thence South 01°15'02" East a distance of 30.00 feet;

Thence South 88°31'52" West a distance of 50.00 feet to a point on the east Line of said Deed of Dedication;

Thence North 01°15'02" West, along said east line, a distance of 30.00 feet to the "Point of Beginning".

Containing 1,500 Square Feet or 0.0344 Acres more or less.

The non-astronomical bearings contained herein are based upon the West line of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, as being South 01°15'02" East.

CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



David W. Murdoch, P.L.S.
2022.10.20 10:19:21 -05'00'

David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com
Telephone: (918) 340-5328



MUTUAL ACCESS EASEMENT

Sheet 2 of 2



Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2023

Job No: 19-083
Scale: N/A
Date: 10/20/2022

EXHIBIT B

DEPICTION AND DESCRIPTION OF STEADFAST EASEMENT AREA

