

**WATER LINE EASEMENT  
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Independent School District #3, its  
V.P. Board, the owner(s) of the legal and equitable title to the following described real estate  
situated in Tulsa County, State of Oklahoma, "Grantor" for and in consideration of the sum of One  
Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, a municipal corporation, "Grantee" and  
other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant(s) and  
convey(s) unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a perpetual easement, through,  
over, under and across the following described property, situated in said County, to wit:

SEE ATTACHMENT 'A'

for water lines and appurtenances exclusively, and for the purpose of permitting the Grantee to construct a water lines  
and appurtenances 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 Grantee, 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 line and appurtenances, and for the purpose of  
enabling the Grantee to do any and all convenient things incident to such constructing, operating, repairing, and  
maintaining of such water line and appurtenances.

The Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes  
aforesaid, and Grantor(s), for them and their heirs, administrators, successors and assigns, covenant(s) and agree(s)  
that no building, structure, 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(s) or any person in privity with them, such violation will be promptly corrected and eliminated  
immediately upon receipt of notice from Grantee, otherwise Grantor(s), their heirs, administrators, successors and  
assigns, shall promptly pay the actual cost thereof.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns  
forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 14 day of  
April 2025.

Independent School District #3  
By John Coucell  
V.P. - BOC

State of Oklahoma )  
County of Tulsa ) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 14 day of  
April 2025, personally appeared John Coucell for Independent School District #3 to me  
known to be the identical person(s) who executed the within and foregoing instrument as its (signatory officer or  
general partner) and as the free and voluntary act and deed of such corporation 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: 12-1-2008

Janet L Brown  
Notary Public

Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer: REL checked: 4-15-25  
Project:

