

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MARGARET COUCH SCRAPER, TRUSTEE OF THE MARGARET COUCH SCRAPER FAMILY TRUST, DATED MARCH 23, 2006, the owners of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the public, forever, the following described property, to wit:

SEE EXHIBIT "A"
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing drainage facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her 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 privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

DATED this 14 day of January, ~~2022~~ ²⁰²⁵.

Margaret Couch Scrapper Family Trust, dated
March 23, 2006

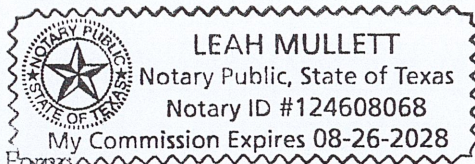
By: Margaret Couch Scrapper
Margaret Couch Scrapper, Trustee

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF TEXAS
COUNTY OF BRAZOS

14th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of January 2025, ~~2024~~, personally appeared Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that she executed the same as her free and voluntary act and deed on behalf of the beneficiaries of the trust, 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.



Leah Mullett
NOTARY PUBLIC

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

[Signature]

Assistant City Attorney

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

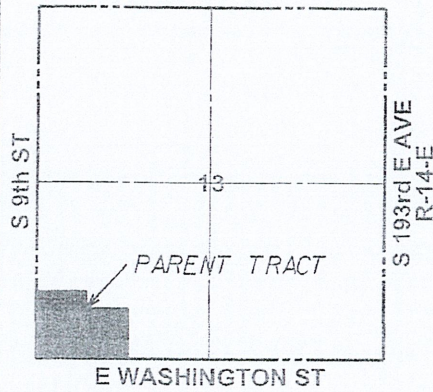
[Signature]
Michael L. Spurgeon, City Manager

Attest:

Engineer: ELR Checked: 1/26/24
Project: Proj number, description, Parcel number

[Signature]
City Clerk

T-18-N
E HOUSTON ST



Parcel No.: 3.A
County: Tulsa
Legal Description: See Exhibit "A"
Project Number: ST2027

LEGEND

POB - Point of Beginning
POC - Point of Commencement
SPC - State Plane Coordinates
R/W - Right-of-Way

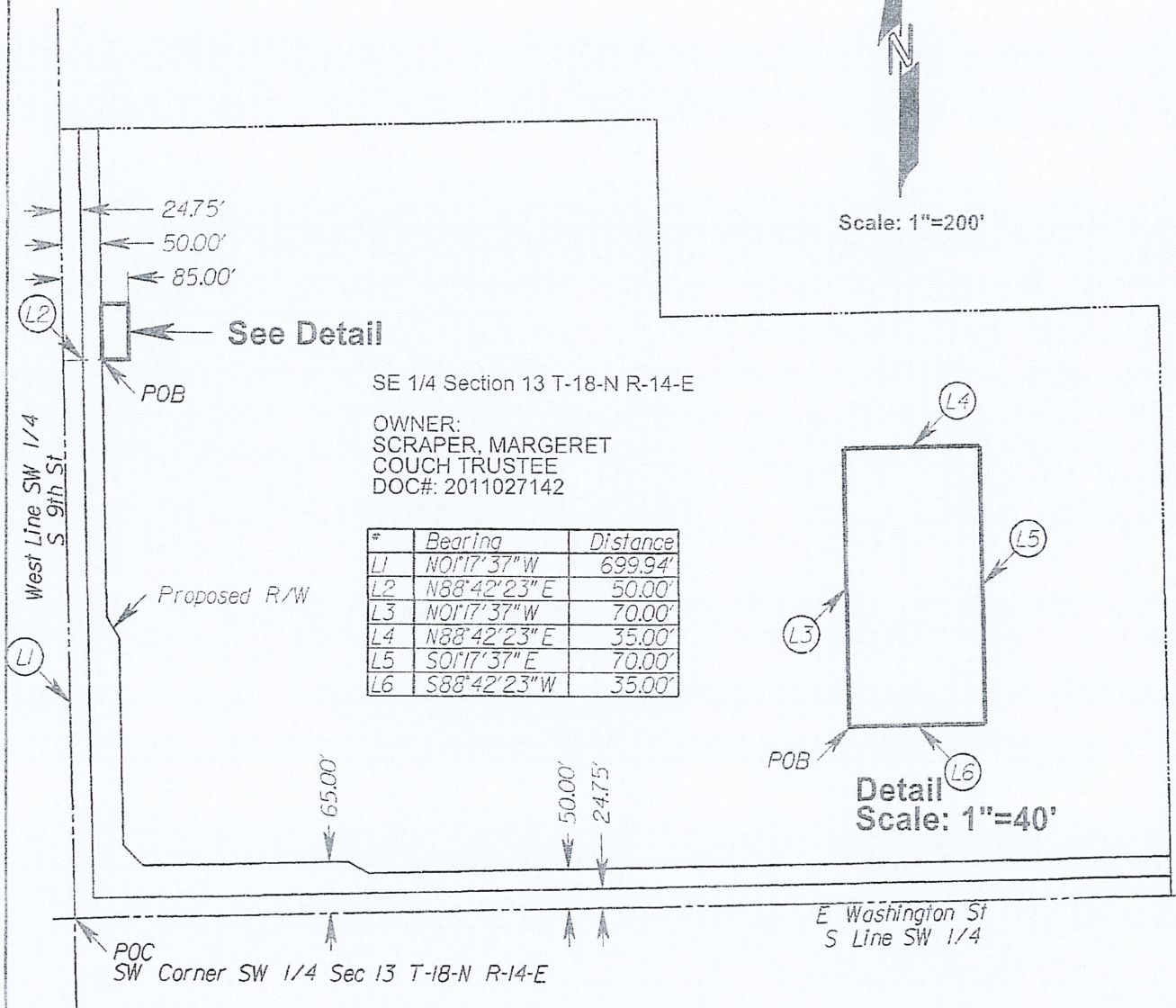
Tract Area	1,235.011	S.F.	28.35 Acres
Existing R/W	58.747	S.F.	1.35 Acres
Proposed R/W	68.150	S.F.	1.56 Acres
Rem in Tract	1,108.114	S.F.	25.44 Acres
Perpetual Easement	-	S.F.	- Acres
Temp Construction Easement	-	S.F.	- Acres
Drainage Easement	2,450	S.F.	0.06 Acres

EXHIBIT NOTES

1. This Exhibit is a sketch descriptive only of size, shape and location of the proposed Right-of-Way easement and does not constitute a plat of survey of the Grantor's Property.



Scale: 1"=200'



SE 1/4 Section 13 T-18-N R-14-E

OWNER:
SCRAPER, MARGERET
COUCH TRUSTEE
DOC#: 2011027142

#	Bearing	Distance
L1	N01°17'37"W	699.94'
L2	N88°42'23"E	50.00'
L3	N01°17'37"W	70.00'
L4	N88°42'23"E	35.00'
L5	S01°17'37"E	70.00'
L6	S88°42'23"W	35.00'

Detail
Scale: 1"=40'

POC
SW Corner SW 1/4 Sec 13 T-18-N R-14-E

E Washington St
S Line SW 1/4

EXHIBIT "A"

PROPOSED PERMANENT DRAINAGE EASEMENT

PARCEL 3.A

CITY PROJECT NO. ST2027

PROPOSED DRAINAGE EASEMENT LEGAL

A parcel of land lying in the SW 1/4 of Section 13, Township 18 North, Range 14 East, City of Broken Arrow, Tulsa County, State of Oklahoma, said parcel being more particularly described as follows:

Commencing at the SW Corner of said Section 13; thence a distance of 699.94 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the West line of said SW 1/4; thence a distance of 50.00 feet, on a bearing of N88°42'23"E to a point on the proposed Easterly Right-of-Way line for South 9th Street same being a line 50.00 feet East of and parallel with the West line of said SW 1/4 as well as the Point of Beginning; thence N01°17'37"W along said proposed Easterly Right-of-Way line and parallel line, a distance of 70.00 feet; thence N88°42'23"E, a distance of 35.00 feet to a point on a line being 85.00 feet East of and parallel with the West line of said SW 1/4; thence S01°17'37"E along said parallel line, a distance of 70.00 feet; thence S88°42'23"W, a distance of 35.00 feet the Point of Beginning.

Said parcel containing 2,450 square feet, or 0.06 acre more or less and being subject to all easements and Rights-of-Way of record.

SURVEYOR'S CERTIFICATE

I, Carey E. Harris, PLS, Keystone Engineering and Land Surveying, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 2nd day of February 2021.



Carey E. Harris, P.L.S. #1719

C.A. No.: 5877

Expires: 6/30/21

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

AFFIANT, individually, and as authorized agent of the Entity

Date

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by [Michael L Spurgeon](#).

NOTARY PUBLIC