

TEMPORARY STORM SEWER EASEMENT WITH TERMINATION CLAUSE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owner, Premium Land, LLC, an Oklahoma Limited Liability Company (hereinafter referred to as "Grantor"), of the legal and equitable title to the following described real estate, for and in consideration of One Dollar (\$1.00), cash in hand, and other value received, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Broken Arrow, Tulsa and Wagoner Counties, State of Oklahoma (hereinafter referred to as "Grantee") and its successors and assigns, a temporary easement over, under, upon, and across the following described property situated in Wagoner County, State of Oklahoma:

See Exhibits "A.1" and "A.2" attached hereto and made a part of this Easement grant by reference:

for the purposes of permitting the construction of a storm sewer and a temporary drainage swale over, under, upon, and across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same and affording the Grantee, its officers, agents, employees and all persons under contract with it, the right to enter upon said premises for the purpose of surveying, excavating for, constructing, operating and maintaining and replacing such storm sewer and temporary drainage facilities, and for terminating such use.

The easement granted herein shall not be impaired or otherwise affected by any division of ownership of the adjacent land or by sale of all or any part thereof, except as otherwise provided hereinbelow.

Grantor retains, reserves and shall continue to enjoy the use of the surface of the premises except as may be necessary for the purposes granted to grantee. Grantor acknowledges that the easement granted to the Grantee is superior to the Grantor's interest in the use of the surface. Since the location of the easement is for the benefit of the Grantor and its successors and assigns, Grantee shall not be held liable for damages to the surface, or to buildings or structures thereon, which arise due to the design, construction, maintenance, operation, repair, or removal of a storm sewer or drainage facility within the easement; Grantor, for itself and its successors and assigns, hereby expressly agrees to indemnify and hold the Grantee harmless for any loss, including costs and attorney fees, which hereafter arises from such design, construction, maintenance, operation, repair, or removal of said storm sewer or temporary drainage facilities.

The Temporary Storm Sewer Easement granted herein is acknowledged to be running with the land and shall remain in full force and effect for one (1) year from the date of this instrument, at which time the same shall be automatically extended for successive periods of one (1) year, unless the property on which said easement is situated is platted, which plat shall have been approved by the Broken Arrow City Council and filed of

