

## DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

**BA CORNER, L.L.C.**, an Oklahoma limited liability company ("Grantor") in consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration including, without limitation, the obligation of Grantee to operate and maintain the drainage easement granted unto it hereby, does hereby grant, bargain, convey and deliver to the **City of Broken Arrow, Tulsa County, State of Oklahoma** ("Grantee") its successors and assigns, a perpetual, non-exclusive drainage easement on, over, under and across the tract of land more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), with the right of ingress and egress to and from the same, for the sole purpose of constructing, maintaining, operating, and replacing an overland drainage easement there on,

**TO HAVE AND TO HOLD** the foregoing drainage easement unto Grantee, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantor by reason of the construction and maintenance of a drainage facility and all excavations, embankments, structures, drains, or safety area and other facilities that may now or hereafter be, in the discretion of the Grantee, necessary for the construction and/or maintenance of said drainage facility and incidental facilities, over, across or along the abovedescribed real estate.

**GRANTOR** hereby covenants and warrants that at the time of the delivery of this drainage easement, it is the owner of the Easement Area in fee simple and that the same is free and clear of all liens and claims whatsoever. The drainage easement described herein shall run with the land and shall be binding on the Grantor, its successors and assigns, and shall inure to the benefit and use of the Grantee and its successors and assigns. Grantor further covenants and agrees that no building, structure, wall or other aboveground obstruction shall be placed, erected, installed or permitted by it, its successors and assigns, upon or within the foregoing Drainage Easement and that if the foregoing covenant shall be violated by Grantor or its successors or assigns, any such violation will be promptly corrected and eliminated upon receipt of notice from Grantee, and Grantee shall have the right to remove or otherwise eliminate any such violation at the risk and cost of Grantor. Except for fencing which does not obstruct flow, Grantee, its successors and assigns, shall not erect or permit any obstruction of the Easement so as to interfere materially with any rights created hereunder or with the rights of Grantor, its successors and assigns, as to the continued use, benefit and enjoyment of the Grantor's property, or any land owned by Grantor, its successors and assigns, and adjacent thereto.

Notwithstanding anything herein to the contrary, the Easement and rights herein created are not exclusive. Grantor, its successors and assigns, may grant, convey, confer or dedicate any similar or other easements over the Easement Area, or any part thereof, for the benefit of others in its sole and absolute discretion; PROVIDED HOWEVER, such other grant, conveyance, or dedication shall not materially interfere with the rights granted herein.

**TO HAVE AND TO HOLD** such drainage easement unto the Grantee, its successors and assigns, forever.

**IN WITNESS WHEREOF**, the Grantor has executed this instrument, this \_\_\_\_ day of April, 2019.

BA CORNER, L.L.C.  
an Oklahoma limited liability company

By: Joe Adwon  
Joe Adwon, Manager

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned Notary Public, in and for said County and State, on this \_\_\_\_ day of April, 2019, personally appeared **Joe Adwon**, known to me to be the identical person who executed the foregoing instrument as the **Manager of BA CORNER, L.L.C., an Oklahoma limited liability company**, and acknowledged to me that he executed the same as the free and voluntary act and deed of such company for the uses and purposes therein set forth. 

Emily A. Powell  
Notary Public

Notary Commission Number: 15006688

My Commission Expires: 7-20-19

(SEAL)



**APPROVED AS TO FORM:**

APPROVED AS TO SUBSTANCE:

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**City Attorney**

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## City Manager

Engineer \_\_\_\_\_ Checked \_\_\_\_\_

Project: \_\_\_\_\_