

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Immanuel Evangelical Lutheran Church, Inc.** by **Aaron Stenslie**, its **Chairman** of **Tulsa** County, State of Oklahoma, the owner of the legal and equitable title to the following described real estate, party of the first part, in consideration of the sum of One Dollar, cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign, grant and convey to the City of Broken Arrow, **Tulsa** County, Oklahoma, a municipal corporation, party of the second part, its successors and assigns, an easement and right of way over and across the following described real property and premises, situated in **Tulsa** County, State of Oklahoma, to wit:

(See Exhibits A.1 and A.2)

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

It is further agreed that the facility shall be utilized as a regional stormwater detention facility. The City of Broken Arrow shall have access to the regional detention facility within the detention and drainage easement and shall be responsible for maintenance of channels, berms, and drainage structures within the facility. City maintenance will include siltation removal, erosion repair, and other structural repairs as necessary. The property owner reserves the right to use the land within the detention and drainage easement for flood tolerant land uses defined in City of Broken Arrow code. The property owner shall be responsible for mowing, landscaping, and maintenance of any flood tolerant items constructed or placed within the detention and drainage easement.

The property owner also reserves the right to modify the facility to accommodate the owner's needs so long as the modifications are approved by the City Engineer and do not affect the facility's ability to control storm water. The facility may be altered to accommodate dry weather parking, subject to adequate safety measures being installed to ensure the parking area is not used during a storm event.

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 privity 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.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

DATED this 6th day of December 2016.

Immanuel Evangelical Lutheran Church, Inc.

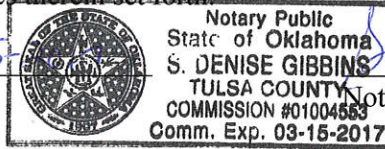


By: Aaron Stenslie, Chairman

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 6th day of December 20 16, personally appeared **Aaron Stenslie, chairman** for **Immanuel Evangelical Lutheran Church, Inc.**, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its **Chairman** and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: 03-15-2017



S. Denise Gibbins

Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer _____ checked: _____ Project: _____