

## OVERLAND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Premium Land, LLC, a(n) Oklahoma Limited Liability Company, the Owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, ("Grantor"), in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is hereby acknowledged, does hereby assign, grant, and convey to the City of Broken Arrow, Tulsa and Wagoner Counties, Oklahoma, a municipal corporation, its successors and assigns ("Grantee"), an easement and right of way over and across the following described real property and premises, situated in Wagoner County, State of Oklahoma, to wit:

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

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

Grantor, for itself and its heirs, administrators, successors, and assigns, covenants and agrees that no building, structure, wall or other above ground obstruction will be placed, erected, installed, or permitted upon the above described land; and further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor or any person in privy with Grantor, such violation will be promptly corrected and eliminated immediately upon receipt of notice from Grantee or Grantee shall have right to remove or otherwise eliminate such violation, and Grantor, its 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, PROVIDED THAT, should the property on which said easement is situated be platted, which plat shall have been approved by the Broken Arrow City Council and filed of record at the County Clerk's office, said easement and right-of-way shall be automatically terminated, released, cancelled, destroyed and all rights herein presented shall automatically revert to the Grantor, its heirs, administrators, successors, and assigns.

