



# OVERLAND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owner(s), David C. Frye, Manager, of the legal and equitable title to the following described real estate, "Grantor," for and in consideration of One Dollar (\$1.00), cash in hand, and other value received, the receipt of which is hereby acknowledged, do(es) hereby grant and convey to the City of Broken Arrow, Tulsa County, State of Oklahoma, a municipal corporation, "Grantee" and its successors and assigns for public use, a perpetual easement under and upon the following described property situated in Tulsa County, Oklahoma, to wit: Exhibit 5A (1 of 2), Exhibit 5A (2 of 2)

upon the completion of the initial construction by the Grantor and the acceptance by the City of Broken Arrow

for the purposes of permitting the maintenance of storm sewers under 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, operating and maintaining and replacing such utility, and for terminating such use. The Owner will construct the storm sewer improvements and the City upon acceptance will be in charge of the utility.

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

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, or to buildings or structures thereon, which arise due to the design, construction, maintenance, operation, repair or removal of a storm sewer in the easement; Grantor for themselves and their heirs and assigns, hereby expressly agree(s) 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.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 18th day of April 20 17

David C. Frye, Manager

State of Oklahoma APR

County of Washington

Before me, the undersigned, a Notary Public within and for said County and State, on this 18th day of April 20 17, personally appeared David C. Frye to me known to be the identical person(s) who executed the within and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: Washington County, Arkansas  
Comm. No. 12390934  
Comm. Exp. 11-17-22

Kristy Payne  
Notary Public  
Notary Public

Approved as to Form:

Jessie Myers  
Asst. City Attorney

Approved as to Substance:

Michael Frye  
City Manager

Engineer: 10 checked: 10-5-17  
Project:

ATTEST:

Lisa Blackford  
(Seal) CITY CLERK 10/17/17



City of Broken Arrow  
P.O. Box 610  
Broken Arrow, OK 74013

**EXHIBIT "5A" (1 OF 2)**

**LEGAL DESCRIPTION**

**OWNER: 91<sup>st</sup> LYNN LANE, LLC**  
Section 13, T-18-N, R-14-E, I.M.

**Overland Drainage Easement**

**Real Estate:** A parcel of land lying in the Southwest Quarter (SW/4) of Section Thirteen (13), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma. Bearings based on State Plane Coordinates and evidence found in the field.

**Overland Drainage Easement Description:**

Commencing at the Southeast corner of the Southwest Quarter (SW/4) of Section 13, Township 18 North, Range 14 East, I.M., Thence N 01°18'34" W along the East line of said SW/4 a distance of 1628.55 feet, Thence S 89°05'38" W a distance of 564.08 feet to the POINT OF BEGINNING, Thence continuing S 89°05'38" W a distance of 116.93 feet, Thence N 01°15'53" W a distance of 15.00 feet, Thence N 89°05'38" E a distance of 116.93 feet, Thence S 01°15'53" E a distance of 15.00 feet to the POINT OF BEGINNING. Containing 1,643 square feet or 0.04 acres, more or less.

**Real Property Certification**

I, Jennifer L. Whitey, certify that the attached legal description closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying in the State of Oklahoma.

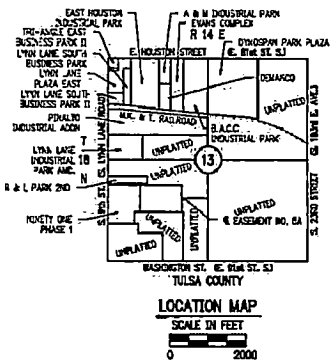


**Surveyor's Name: Jennifer L. Whitey**  
**Oklahoma R.P.L.S. # 1517**  
**Certificate of Authorization No. 973**  
**CA expiration date: June 30, 2018**

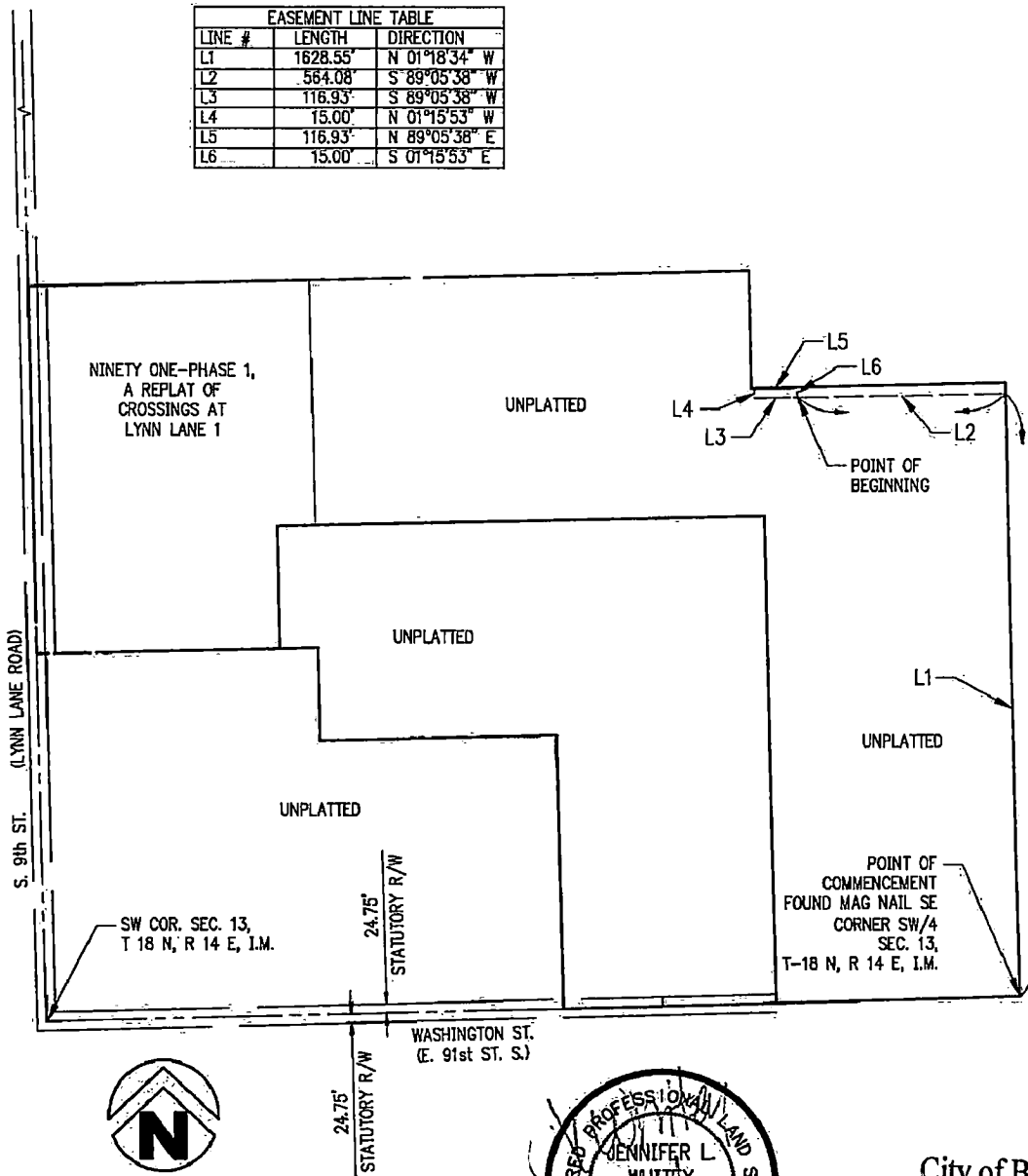
City of Broken Arrow  
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EXHIBIT "5A" (2 OF 2)  
OVERLAND DRAINAGE EASEMENT

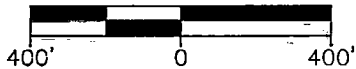
|                                 |                             |
|---------------------------------|-----------------------------|
| JOB:                            | 15106901                    |
| PARCEL NO.:                     | 5A                          |
| COUNTY:                         | TULSA                       |
| LOCATION DESC:                  | SW/4 SEC 13; T 18 N, R 14 E |
| TEMPORARY STORM SEWER EASEMENT: | 1643 SF 0.04 AC             |
| OWNER:                          | 91st LYNN LANE, LLC         |



| EASEMENT LINE TABLE |          |               |
|---------------------|----------|---------------|
| LINE #              | LENGTH   | DIRECTION     |
| L1                  | 1628.55' | N 01°18'34" W |
| L2                  | 564.08'  | S 89°05'38" W |
| L3                  | 116.93'  | S 89°05'38" W |
| L4                  | 15.00'   | N 01°15'53" W |
| L5                  | 116.93'  | N 89°05'38" E |
| L6                  | 15.00'   | S 01°15'53" E |



GRAPHIC SCALE IN FEET



CRAFTON, TULL & ASSOCIATES, INC.  
CA 973 (PE/LS) EXPIRES 6/30/2018



City of Broken Arrow  
P.O. Box 610  
Broken Arrow, OK 74013

SHEET 2 OF 2