SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Derek S Storm, the owner(s) of the legal and equitable title to the following described real estate, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant(s) and convey(s) unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a perpetual easement, through, over, under, and across the following described property, situated in Tulsa County, Oklahoma to wit:

See Exhibit A

for the sewer line and appurtenances exclusively, and for the purpose of permitting the City to construct a sewer line thereon; through, over, under and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The City of Broken Arrow, its officers, agents, employees and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer lines, and for the purpose of enabling the City to do any and all convenient things incident to such constructing, operating, repairing and maintaining of such sewer lines and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the stated purposed and grantor(s), for them and their heirs, administrators, successors, and assigns, covenant(s) and agree(s) that no building, structure, fence, 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 privy 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 violations, and grantor(s) their 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 or assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 29 day of January 20 26

JANISHA BENNETT
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES NOV. 23, 2026
COMMISSION #22015732

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 29th day of January 2026, personally appeared Derek S Storm to me known to be the identical person(s) who executed the within and foregoing instrument as _____ 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: NOV. 23, 2026

Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: JPD checked: 1-30-26
Project: