

OVERLAND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS :


That the undersigned owner(s), RC Lynn Lane, LLC, 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 2A (1 of 2), Exhibit 2A (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 3rd day of November, 20 17



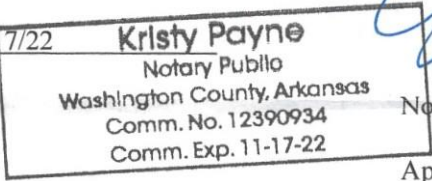
MGR

State of Arkansas)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public within and for said County and State, on this 3rd day of November 2017, personally appeared David C. Frye to me known to be the identical person(s) who executed the within and foregoing instrument he free and voluntary act and as 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: 11/ 7/22





Notary Public

Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Engineer: _____ checked: _____
_ Project: