

**WATER LINE EASEMENT  
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, "Corporate name" by "signatory name", its "corporate officer", the owner(s) of the legal and equitable title to the following described real estate situated in \_\_\_\_\_ County, State of Oklahoma, "Grantor" for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, a municipal corporation, "Grantee" 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 said County, to wit:

**SEE ATTACHMENT 'A'**

for water lines and appurtenances exclusively, and for the purpose of permitting the Grantee to construct a water lines and appurtenances 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 Grantee, 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 water line and appurtenances, and for the purpose of enabling the Grantee to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such water line and appurtenances.

The Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and Grantor(s), for them 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 Grantee, otherwise Grantor(s), their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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 hereto have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Corporate name)  
By \_\_\_\_\_  
\_\_\_\_\_

State of Oklahoma )  
 ) ss,  
County of \_\_\_\_\_ )

Before me, the undersigned, a Notary Public within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ for ( Corp. Name ) to me known to be the identical person(s) who executed the within and foregoing instrument as its (signatory officer or general partner) and as the free and voluntary act and deed of such corporation 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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Approved as to Form:

Approved as to Substance:

\_\_\_\_\_  
Asst. City Attorney

\_\_\_\_\_  
City Manager

Engineer: \_\_\_\_\_ checked: \_\_\_\_\_  
Project: \_\_\_\_\_

## ATTACHMENT 'A'

### LEGAL DESCRIPTION

A part of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NW/4) of said Section Twenty-six (26);  
THENCE South 01°24'40" East along the east line of the Northwest Quarter (NW/4) of said section, a distance of 972.68 feet to the POINT OF BEGINNING;

THENCE continuing South 01°24'40" East a distance of 135.19 feet;

THENCE South 43°25'22" West a distance of 12.16 feet;

THENCE South 88°27'29" West a distance of 341.77 feet;

THENCE North 46°06'51" West a distance of 9.13 feet;

THENCE North 00°41'11" West a distance of 339.30 feet;

THENCE North 16°16'50" West a distance of 22.92 feet;

THENCE North 73°43'10" East a distance of 15.00 feet;

THENCE South 16°16'50" East a distance of 24.98 feet;

THENCE South 00°41'11" East a distance of 332.63 feet;

THENCE North 88°27'29" East a distance of 326.66 feet;

THENCE North 01°24'40" West a distance of 128.83 feet;

THENCE North 88°35'20" East a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 12,559 square feet or 0.288 acres, more or less.

The basis of bearings for this exhibit being South 01°24'40" East as the East line of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, per General Warranty Deed recorded at Document Number 2019032871 at the Office of the Tulsa County Clerk.

I, Lee Martin, of Wallace Design Collective, PC, certify that the attached legal description closes in accord with the existing records and is a true representation of the easement as described. This legal description meets the minimum standards for legal descriptions as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

  
Lee Martin

LS 2004

CA 1460

Expires 06/30/2025

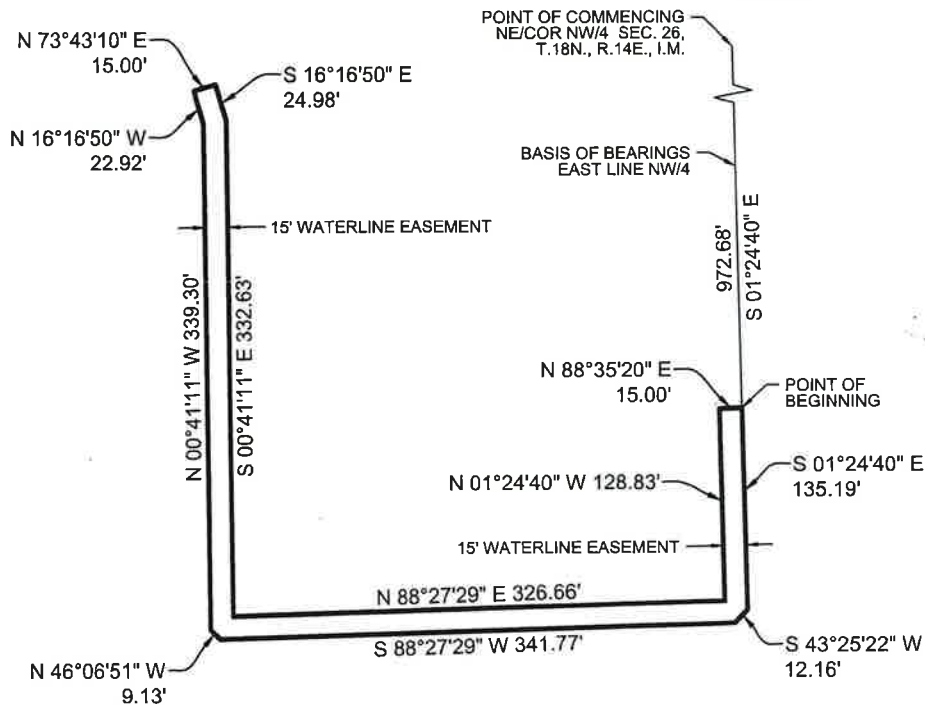
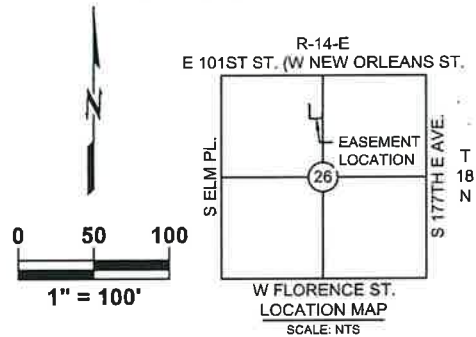


wallace design collective, pc

STRUCTURAL - CIVIL - LANDSCAPE - SURVEY  
12300 Main Street, Suite 200, Tulsa, OK 74107  
Tulsa, Oklahoma 74107  
918.584.5656 • 800.524.5656  
wallacedesign.com

# EXHIBIT 'A.2' WATER LINE EASEMENT

BEING A PART OF THE NW/4 OF SEC. 26, T.18N., R.14E., I.M.  
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



## NOTES:

- Basis of bearings for this exhibit being the East line of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, being South 01°24'40" East, per General Warranty Deed recorded at Document Number 2019032871 at the Office of the Tulsa County Clerk.
- This exhibit meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
- See Exhibit 'A.1' Page 1 for legal description and surveyor's certificate.



**BROKEN ARROW  
PUBLIC SCHOOLS**  
301 W NEW ORLEANS ST.  
BROKEN ARROW, OK



wallace  
design  
collective

wallace design collective, pc  
structural-civil-landscape-survey  
123 north martin luther king jr. blvd.  
tulsa, oklahoma 74103  
918.584.5838  
wallace design  
ok ccl1460 exp. 06-30-2025

## WATER LINE EASEMENT

REV	DESCRIPTION	DATE
PROJECT NO. 2440173		SHEET 2 OF 2

## Closure Report – Not for Recording

### Mapcheck: Easement Closure

#### Closure Summary

Precision, 1 part in: 339976.000'  
Error distance: 0.005'  
Error direction: S81° 40' 53.42"E  
Area: 12559.34 Sq. Ft.  
Square area: 12559.339  
Perimeter: 1703.570'

#### Point of Beginning

Easting: 0.0000'  
Northing: 0.0000'

#### Side 1: Line

Direction: S01° 24' 40.00"E  
Angle: [-001.4111 (d)]  
Deflection angle: [178.5889 (d)]  
Distance: 135.190'  
Easting: 3.3292'  
Northing: -135.1490'

#### Side 2: Line

Direction: S43° 25' 22.00"W  
Angle: [-135.1661 (d)]  
Deflection angle: [044.8339 (d)]  
Distance: 12.160'  
Easting: -5.0293'  
Northing: -143.9808'

#### Side 3: Line

Direction: S88° 27' 29.00"W  
Angle: [-134.9647 (d)]  
Deflection angle: [045.0353 (d)]  
Distance: 341.770'  
Easting: -346.6755'  
Northing: -153.1774'

#### Side 4: Line

Direction: N46° 06' 51.00"W  
Angle: [-134.5722 (d)]  
Deflection angle: [045.4278 (d)]  
Distance: 9.130'  
Easting: -353.2557'  
Northing: -146.8483'

#### Side 5: Line

Direction: N00° 41' 11.00"W  
Angle: [-134.5722 (d)]  
Deflection angle: [045.4278 (d)]  
Distance: 339.300'  
Easting: -357.3204'  
Northing: 192.4274'

**Side 6: Line**

Direction: N16° 16' 50.00"W  
Angle: [164.4058 (d)]  
Deflection angle: [-015.5942 (d)]  
Distance: 22.920'  
Easting: -363.7458'  
Northing: 214.4283'

**Side 7: Line**

Direction: N73° 43' 10.00"E  
Angle: [-090.0000 (d)]  
Deflection angle: [090.0000 (d)]  
Distance: 15.000'  
Easting: -349.3473'  
Northing: 218.6334'

**Side 8: Line**

Direction: S16° 16' 50.00"E  
Angle: [-090.0000 (d)]  
Deflection angle: [090.0000 (d)]  
Distance: 24.980'  
Easting: -342.3444'  
Northing: 194.6551'

**Side 9: Line**

Direction: S00° 41' 11.00"E  
Angle: [-164.4058 (d)]  
Deflection angle: [015.5942 (d)]  
Distance: 332.630'  
Easting: -338.3596'  
Northing: -137.9511'

**Side 10: Line**

Direction: N88° 27' 29.00"E  
Angle: [089.1444 (d)]  
Deflection angle: [-090.8556 (d)]  
Distance: 326.660'  
Easting: -11.8179'  
Northing: -129.1610'

**Side 11: Line**

Direction: N01° 24' 40.00"W  
Angle: [090.1308 (d)]  
Deflection angle: [-089.8692 (d)]  
Distance: 128.830'  
Easting: -14.9905'  
Northing: -0.3701'

**Side 12: Line**

Direction: N88° 35' 20.00"E  
Angle: [-090.0000 (d)]  
Deflection angle: [090.0000 (d)]  
Distance: 15.000'  
Easting: 0.0050'  
Northing: -0.0007'