

**MINUTES  
STREET COMMITTEE  
REGULAR MEETING  
TUESDAY, JUNE 23<sup>RD</sup>, 2020  
5:30 P.M.**

**THE STREET COMMITTEE MET IN REGULAR SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE-MENTIONED DATE AND TIME.**

COMMITTEE MEMBERS: \*\* STEVE SMITH, RANDY CHITWOOD, JON KETCHER, YOLANDA THOMPSON (ALTERNATE)

**1. CALL MEETING TO ORDER.**

The meeting was called to order at 5:30 p.m. by Steve Smith. Members present: Steve Smith and Jon Ketcher. Members absent: Randy Chitwood.

Others present: Drew Stott.

**2. DISCUSS, POSSIBLY APPROVE THE MINUTES OF THE MAY 26<sup>TH</sup>, 2020 REGULAR MEETING.**

No action. There was not a quorum present from that meeting.

**3. STREET SUPERINTENDENT REPORT – BUDDY GLENN:**

No report.

**4. PETITIONS FROM THE AUDIENCE.**

Drew Stott spoke regarding a few areas of town that he has issues with. One is his daughter's home on SE 15<sup>th</sup> Street. There is a serious drainage issue in the utility easement. Stott was under the impression that Glenn was going to shoot grade there.

Stott stated that he would like to see the city come up with an ordinance stating that drainage issues can be addressed on utility easements.

His second point of concern was the area of property he owns on 22<sup>nd</sup> Street, which also has drainage issues.

His third point of concern was his property at 124 N. Adair, where there are some dead trees along the street and he wants to know who is responsible for their removal. Glenn has told him that they are not the city's responsibility, but they appear to be in the easement, and Stott does not want to pay for their removal and find out later the city should have done it. He does not want them to become a hazard.

**5. UNFORESEEABLE BUSINESS. (ANY MATTER NOT FORESEEABLE PRIOR TO POSTING THE AGENDA.)**

There was no unforeseeable business.

**6. ADJOURN.**

Motion was made by Ketcher, second by Smith to adjourn at 5:48 p.m. All voted yes.

**MINUTES  
STREET COMMITTEE  
SPECIAL MEETING  
MONDAY, JULY 27<sup>TH</sup>, 2020  
4:30 P.M.**

**THE STREET COMMITTEE MET IN SPECIAL SESSION IN THE COUNCIL CHAMBER, 12 NORTH ROWE STREET, PRYOR, OKLAHOMA AT THE ABOVE-MENTIONED DATE AND TIME.**

**COMMITTEE MEMBERS: \*\* STEVE SMITH, RANDY CHITWOOD, JON KETCHER, YOLANDA THOMPSON (ALTERNATE)**

**1. CALL MEETING TO ORDER.**

The meeting was called to order at 4:30 p.m. by Steve Smith. Members present: Steve Smith, Randy Chitwood and Jon Ketcher. Members absent: none.

Others present: Mayor Lees, and City Engineer Steve Powell via telephone.

**2. DISCUSS, POSSIBLY RECOMMEND COUNCIL ACTION REGARDING CHANGE ORDER TO DOG POUND ROAD PROJECT TO ADD A PAY ITEM IN THE AMOUNT OF \$9,800.00 FOR REMOVAL OF PAVEMENT AND EXISTING PIPES FOR SCHEDULE II SW 9<sup>TH</sup> ST. BOX CULVERT.**

Motion was made by Ketcher, second by Chitwood to recommend Council action regarding Change Order to Dog Pound Road Project to add a pay item in the amount of \$9,800.00 for removal of pavement and existing pipes for Schedule II SW 9<sup>th</sup> St. Box culvert.

Steve Powell explained that the original bids did not include removal of existing structures. The contractor who was awarded the job quoted this amount to do this part of the project at a considerable savings of almost \$3,000.00.

Voting yes: Smith, Chitwood, Ketcher. Voting no: none.

**3. ADJOURN.**

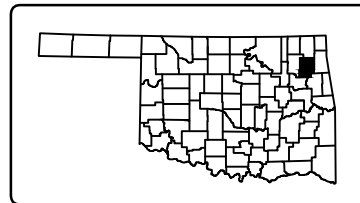
Motion was made by Ketcher, second by Chitwood to adjourn at 4:40 p.m. Voting yes: Chitwood, Ketcher, Smith. Voting no: none.

# CITY OF PRYOR CREEK, OKLAHOMA

## NE 3rd STREET & EASTMINOR DRIVE

### STORM SEWER IMPROVEMENTS

**APRIL 2020**  
**MAYES COUNTY**

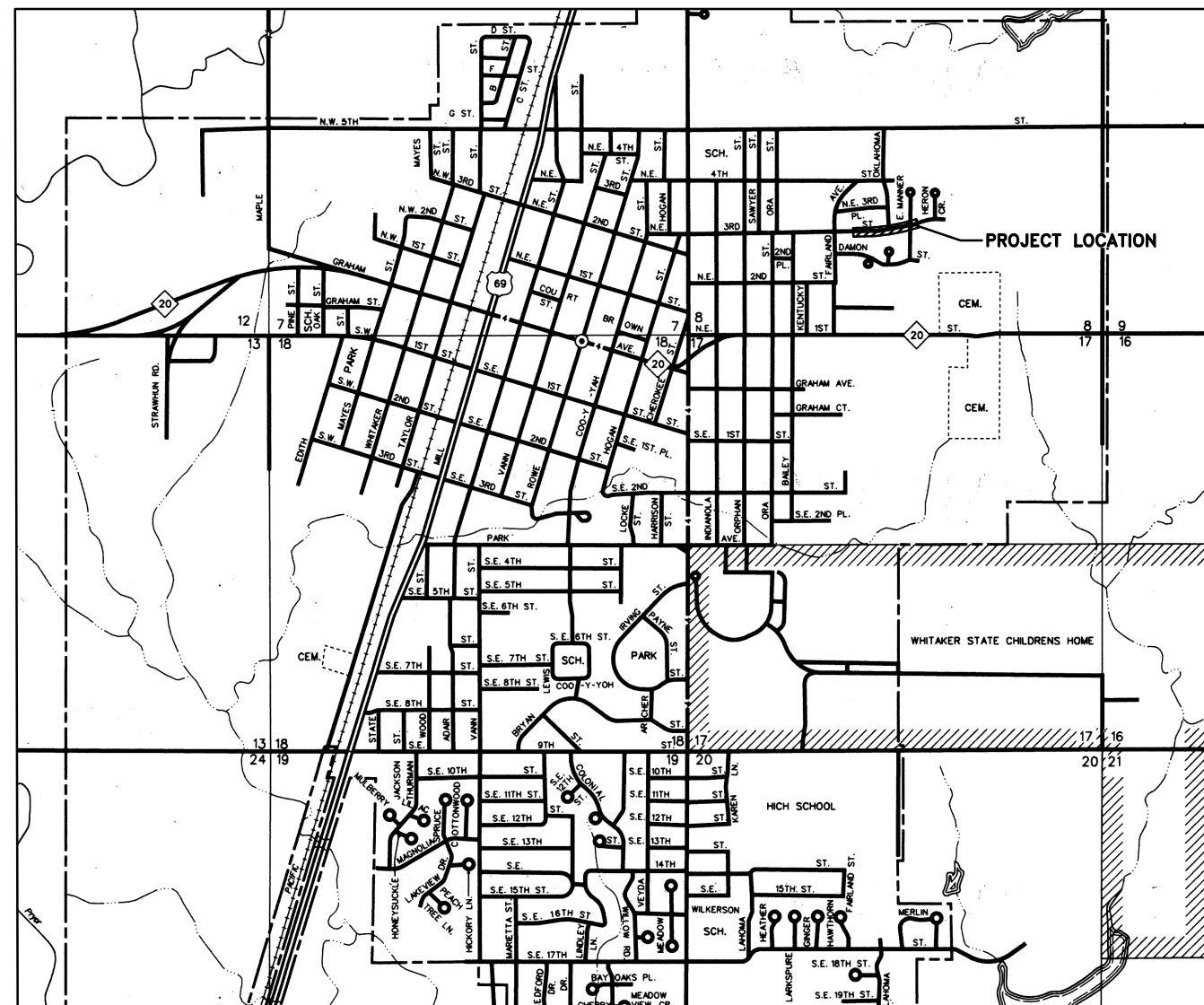


LOCATION MAP  
MAYES COUNTY

DATE	REVISION	SHEET NO.
4/8/20	INITIAL SIGN AND SEAL	1-4

#### INDEX TO SHEETS

TITLE	SHEET NO.
COVER SHEET	1
QUANTITIES & DETAILS	2
PROPOSED STORM SEWER PLAN (1)	3
PROPOSED STORM SEWER PLAN (2)	4



VICINITY MAP



- (1) AN EFFORT HAS BEEN MADE TO LOCATE AND SHOW APPROXIMATE LOCATION OF UNDERGROUND UTILITY LINES. BURIED UTILITIES ARE NOT NECESSARILY SHOWN. IT IS THE CONTRACTOR RESPONSIBILITY TO LOCATE AND PRESERVE ALL UTILITIES.
- (2) CONTRACTOR IS RESPONSIBLE FOR CONTACTING OF ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

PREPARED BY:



3840 SOUTH 103rd EAST AVENUE, SUITE 227  
TULSA, OKLAHOMA  
(918)-664-5500  
OKLAHOMA CERTIFICATION #6685  
EXPIRATION DATE: JUNE 30, 2020



STEVE POWELL, P.E., OK. NO. 12053  
BRANCH MANAGER & PROJECT MANAGER

DATE

OKLAHOMA CERTIFICATION #6685 (P.E.)  
EXPIRATION DATE: JUNE 30, 2020

SUMMARY OF ESTIMATED QUANTITIES		
DESCRIPTION	UNIT	QTY.
SOLID SLAB SODDING	S.F.	3,000
AGGREGATE BASE, TYPE 'A'	TON	1,121
CLASS 'A' CONCRETE	C.Y.	62
STD. 18" AREA INLET, DES. NO. 1	EA.	1
DGDI NO. 2 INLET	EA.	2
DGDI NO. 2 INLET W/ ACCESS MANHOLE	EA.	1
DGDI NO. 2 W/ 8 ADDITIONAL THROATS	EA.	1
DGDI NO. 2 W/ 8 ADDITIONAL THROATS W/ ACCESS MH	EA.	1
4' I.D. MANHOLE	EA.	1
5' I.D. MANHOLE	EA.	3
18" RCP, CLASS III, INCLUDE EXC & STD BACKFILL	L.F.	235
24" RCP, CLASS III, INCLUDE EXC & STD BACKFILL	L.F.	36
30" RCP, CLASS III, INCLUDE EXC & STD BACKFILL	L.F.	30
36" RCP, CLASS III, INCLUDE EXC & STD BACKFILL	L.F.	495
INLET PROTECTION, IN PLACE	EA.	1
SAW CUT	L.F.	710
REMOVE 30" RCP & 5 INLETS	L.S.	1
TYPE 'IA' RIP-RAP (18" MIN.) W/ FILTER FABRIC	S.F.	400

### GENERAL CONSTRUCTION NOTES

WHERE MATERIALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES SHALL NOT BE LOADED BEYOND THE LOADING CAPACITY RECOMMENDED BY THE MANUFACTURER OF THE VEHICLE OR PRESCRIBED BY ANY FEDERAL, STATE OR LOCAL REGULATION.

ALL EXCAVATED MATERIAL NOT REQUIRED IN OTHER AREAS OF THE PROJECT SHALL BECOME THE PROPERTY OF THE CITY AND SHALL BE DISPOSED OF BY THE CITY.

THE PROJECT SHALL BE CONSTRUCTED WITH CONTINUOUS FLOW OF MATERIAL SUPPLIED TO THE PROJECT.

ANY DAMAGE TO THE ROADWAY PAVEMENT, CURB, DRIVEWAYS OR SIDEWALK CAUSED BY THE CITY'S OPERATION SHALL BE REPAIRED.

LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH PROJECT AT ALL TIMES.

ALL PUBLIC AND PRIVATE STREETS AND DRIVES SHALL BE ACCESSIBLE FOR TRAFFIC FROM ANY DETOUR DURING CONSTRUCTION OF THIS PROJECT.

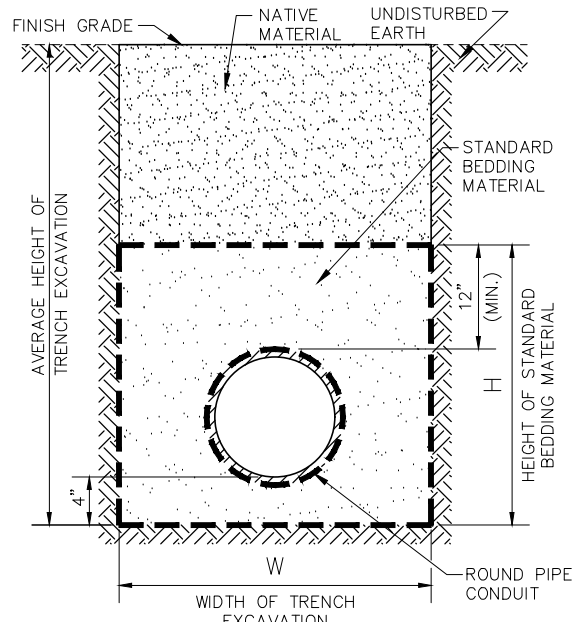
CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE-CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN TEN DAY NOR LATER THAN 48 HOURS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, PRIOR TO COMMENCEMENT OF WORK.

ALL TREES, BRUSH AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER IS TO BE CLEANED OUT TO THE RIGHT-OF-WAY LINE IN A MANNER APPROVED BY THE ENGINEER.

THE LOCATION OF THE UTILITIES ARE SHOWN ACCORDING TO ALL AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK, TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. THE FOLLOWING IS A LIST OF UTILITY OWNERS:

THE CITY IS TO RESTORE IRRIGATION SYSTEMS AND UTILITY SERVICE LINES DISTURBED BY THE CONSTRUCTION.

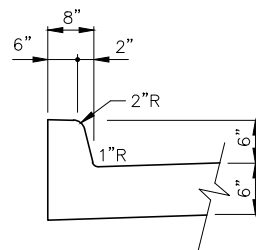
CLASS 'A' CONCRETE QUANTITY SHALL INCLUDE ALL THE CONCRETE USED TO PLACE THE SIDEWALKS, DRIVEWAYS, CURB & GUTTERS AND STREET.



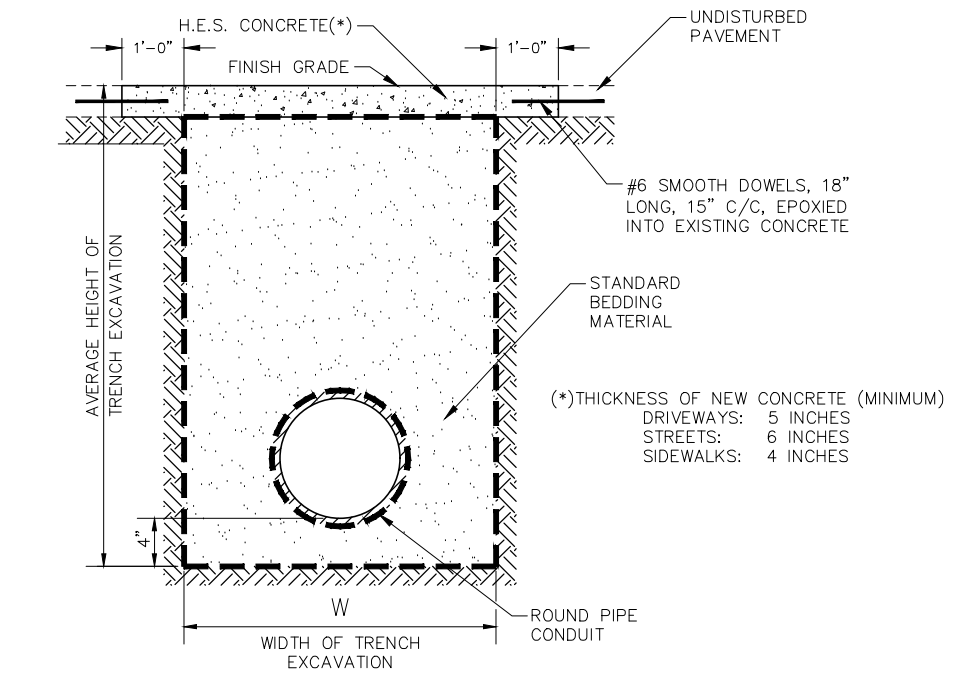
PIPE SIZE, IN.	TRENCH WIDTH, FT.
ID < 24"	OD + 2'
24" ≤ ID < 36"	OD + 2.5'
36" ≤ ID < 60"	OD + 3.5'
ID ≤ 60"	OD + 2' EACH SIDE OF PIPE

NOTE:  
STANDARD BEDDING MATERIAL MUST BE ODOT TYPE "A" AGGREGATE BASE.  
TYPE "A" AGGREGATE BASE TO BE COMPACTED TO 95% STANDARD

STANDARD PIPE BEDDING DETAIL FOR STORM SEWER  
NOT TO SCALE



DETAIL OF STANDARD  
(INTEGRAL) 6" P.C. BARRIER CURB  
NOT TO SCALE



PIPE SIZE, IN.	TRENCH WIDTH, FT.
ID < 24"	OD + 2'
24" ≤ ID < 36"	OD + 2.5'
36" ≤ ID < 60"	OD + 3.5'
ID ≤ 60"	OD + 2' EACH SIDE OF PIPE

NOTE:  
STANDARD BEDDING MATERIAL MUST BE ODOT TYPE "A" AGGREGATE BASE.  
TYPE "A" AGGREGATE BASE TO BE COMPACTED TO 95% STANDARD

STANDARD PIPE BEDDING DETAIL FOR STORM SEWER FOR STREETS OR DRIVEWAYS  
NOT TO SCALE



48 HOURS BEFORE YOU DIG...CALL OKIE  
1-800-522-6543  
Oklahoma One-Call System, Inc.

DATE	INITIAL SIGNED AND SEALED	ENG
Date	Notes	By

Designed	CDP
Checked	SAP
Drawn	CDP
Approved	SAP



CITY OF PRYOR CREEK  
3rd & EASTMANOR DRIVE  
DRAINAGE IMPROVEMENTS

QUANTITIES &  
DETAILS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED & SEALED DOCUMENT	Job: PRY-19-05
	Scale: AS NOTED
	Sheet: 2.0F.4



0 20 40 60  
SCALE: 1"=20'

STR. NO. 1, CONST. DGD NO. 2 W/ 8 ADD'L OPENINGS  
W/ACCESS MANHOLE, TIE-IN EXISTING 42" RCP

STR. NO. 3, CONST. DGD NO. 2 W/ 8 ADD'L OPENINGS,  
STUB 27.23 LF 30" RCP INTO STR. NO. 1, SLOPE @ 1.54%

STR. NO. 5, CONST. 5' I.D. MANHOLE, STUB 47.13 LF  
36" RCP INTO STR. NO. 1, SLOPE @ 0.50%

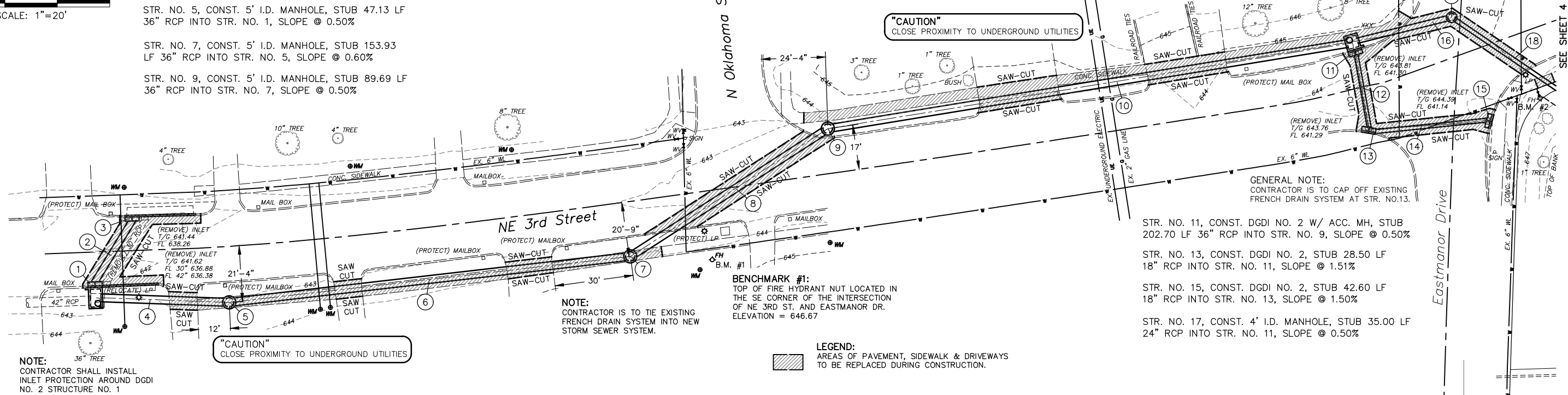
STR. NO. 7, CONST. 5' I.D. MANHOLE, STUB 153.93  
LF 36" RCP INTO STR. NO. 5, SLOPE @ 0.60%

STR. NO. 9, CONST. 5' I.D. MANHOLE, STUB 89.69 LF  
36" RCP INTO STR. NO. 7, SLOPE @ 0.50%

**GENERAL NOTES:**

- CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF EXISTING UTILITIES PRIOR TO INSTALLATION OF NEW STORM SEWER.
- ONCE CONSTRUCTION IS COMPLETE, CONTRACTOR IS TO RE-SOD DISTURBED AREAS.

**BENCHMARK #2:**  
TOP OF FIRE HYDRANT NUT LOCATED IN THE SE CORNER OF THE INTERSECTION OF NE 3RD ST. AND EASTMANOR DR.  
ELEVATION = 648.73



**NOTE:**  
CONTRACTOR SHALL INSTALL INLET PROTECTION AROUND DGD NO. 2 STRUCTURE NO. 1

"CAUTION"  
CLOSE PROXIMITY TO UNDERGROUND UTILITIES

**NOTE:**  
CONTRACTOR IS TO TIE EXISTING FRENCH DRAIN SYSTEM INTO NEW STORM SEWER SYSTEM.

**BENCHMARK #1:**  
TOP OF FIRE HYDRANT NUT LOCATED IN THE SE CORNER OF THE INTERSECTION OF NE 3RD ST. AND EASTMANOR DR.  
ELEVATION = 646.67

**LEGEND:**  
AREAS OF PAVEMENT, SIDEWALK & DRIVEWAYS TO BE REPLACED DURING CONSTRUCTION.

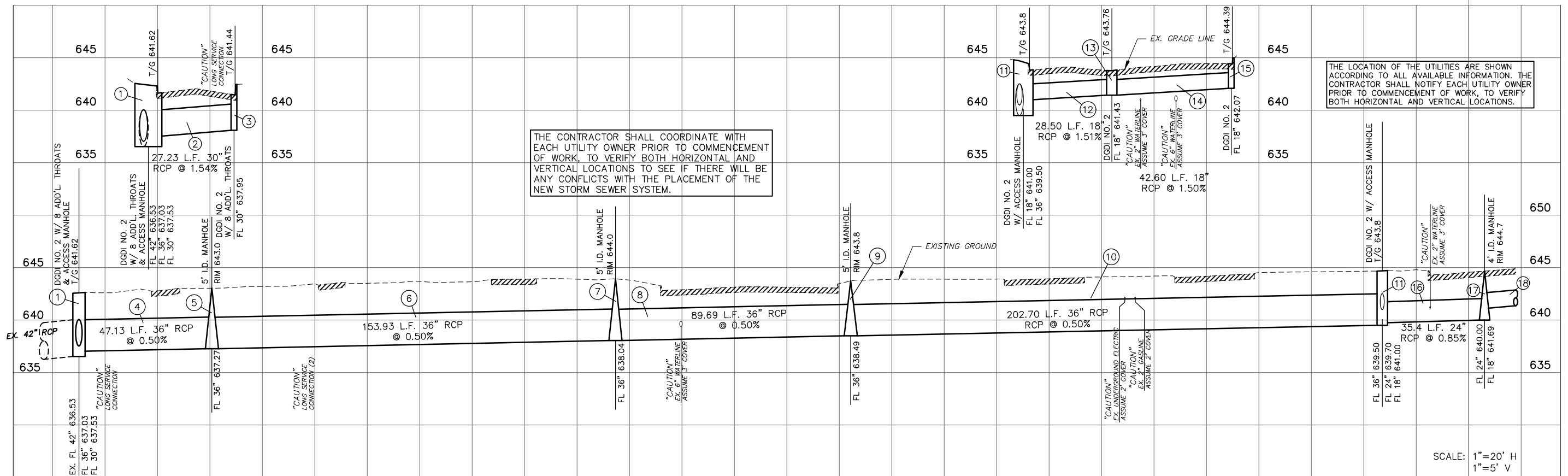
**GENERAL NOTE:**  
CONTRACTOR IS TO CAP OFF EXISTING FRENCH DRAIN SYSTEM AT STR. NO.13.

STR. NO. 11, CONST. DGD NO. 2 W/ ACC. MH, STUB 202.70 LF 36" RCP INTO STR. NO. 9, SLOPE @ 0.50%

STR. NO. 13, CONST. DGD NO. 2, STUB 28.50 LF 18" RCP INTO STR. NO. 11, SLOPE @ 1.51%

STR. NO. 15, CONST. DGD NO. 2, STUB 42.60 LF 18" RCP INTO STR. NO. 13, SLOPE @ 1.50%

STR. NO. 17, CONST. 4' I.D. MANHOLE, STUB 35.00 LF 24" RCP INTO STR. NO. 11, SLOPE @ 0.50%



THE CONTRACTOR SHALL COORDINATE WITH EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK, TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS TO SEE IF THERE WILL BE ANY CONFLICTS WITH THE PLACEMENT OF THE NEW STORM SEWER SYSTEM.

THE LOCATION OF THE UTILITIES ARE SHOWN ACCORDING TO ALL AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK, TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS.

SCALE: 1"=20' H  
1"=5' V

DATE	INITIAL SIGNED AND SEALED	ENG
Date	Notes	By

Designed	CDP
Checked	SAP
Drawn	CDP
Approved	SAP

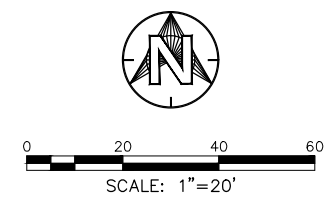
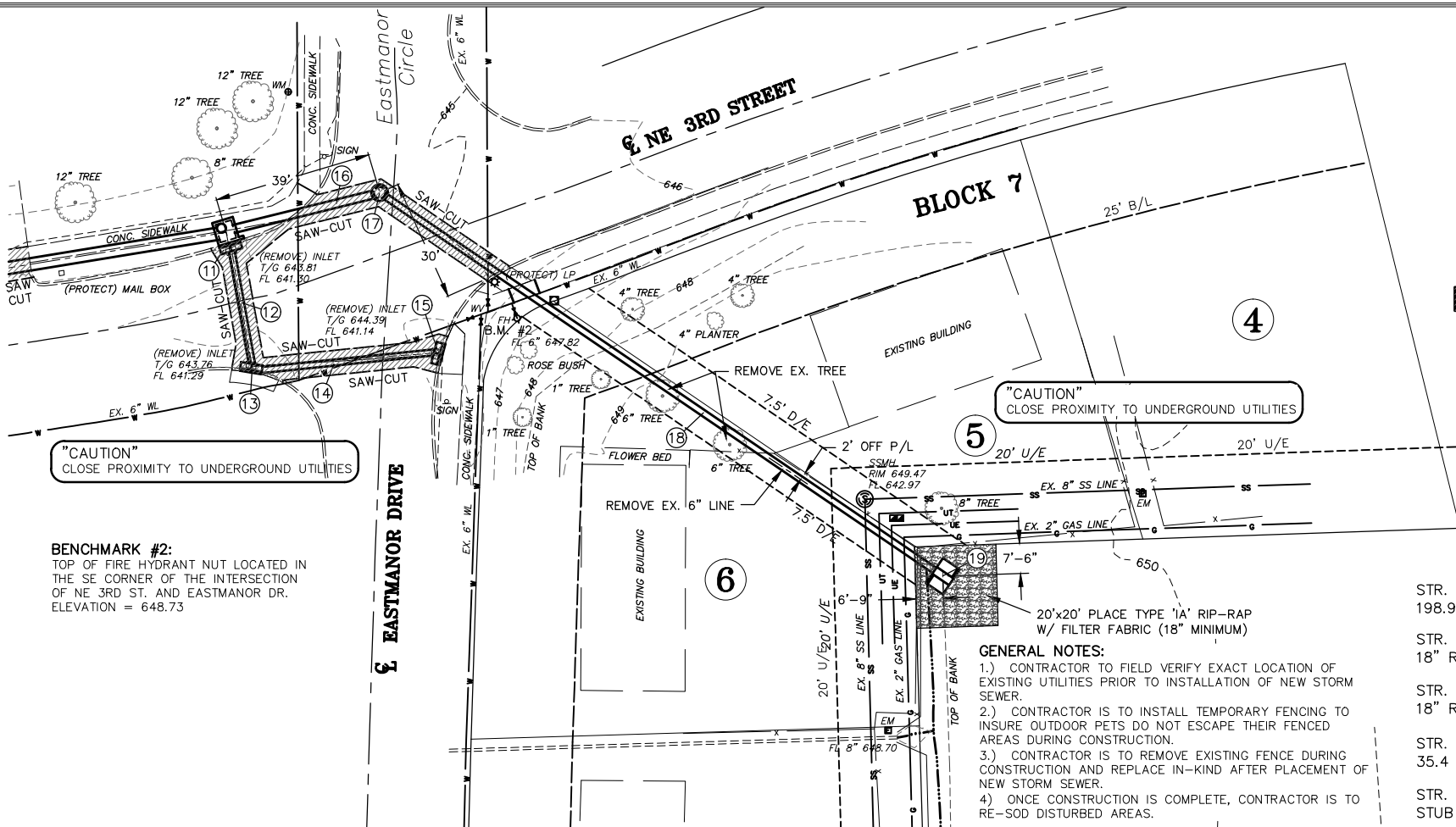


CITY OF PRYOR CREEK  
3rd & EASTMANOR DRIVE  
STORM SEWER IMPROVEMENTS

STORM SEWER  
PLAN & PROFILE (1)

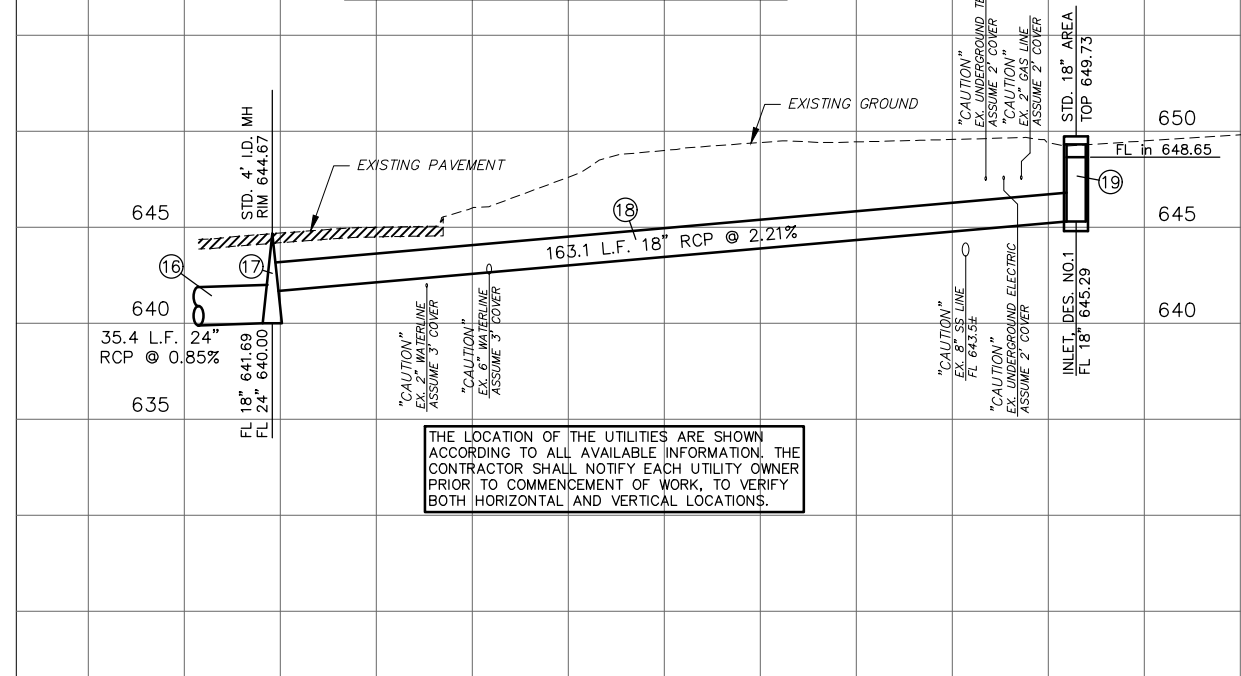
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Job: PRY-20-01  
Scale: 1"=20'  
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- STR. NO. 11, CONST. DGD1 NO.2 W/ ACC. MH, STUB 198.9 LF 36" RCP INTO STR. NO. 9, SLOPE @ 0.60%
- STR. NO. 13, CONST. DGD1 NO.2, STUB 28.5 LF 18" RCP INTO STR. NO. 11, SLOPE @ 1.79%
- STR. NO. 15, CONST. DGD1 NO.2, STUB 42.6 LF 18" RCP INTO STR. NO. 13, SLOPE @ 1.48%
- STR. NO. 17, CONST. STD. 4' I.D. MANHOLE, STUB 35.4 LF 24" RCP INTO STR. NO. 11, SLOPE @ 0.85%
- STR. NO. 19, CONST. STD. 18" AREA INLET, DES. NO.1, STUB 163.1 LF 18" RCP INTO STR. NO. 17, SLOPE @ 2.21%

THE CONTRACTOR SHALL COORDINATE WITH EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK, TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS TO SEE IF THERE WILL BE ANY CONFLICTS WITH THE PLACEMENT OF THE NEW STORM SEWER SYSTEM.



THE LOCATION OF THE UTILITIES ARE SHOWN ACCORDING TO ALL AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK, TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS.

DATE	INITIAL SIGNED AND SEALED	ENG
Date	Notes	By

Designed	CDP
Checked	SAP
Drawn	CDP
Approved	SAP



CITY OF PRYOR CREEK  
3rd & EASTMANOR DRIVE  
STORM SEWER IMPROVEMENTS

STORM SEWER  
PLAN & PROFILE (2)

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED & SEALED DOCUMENT	Job: PRY-20-01
	Scale: 1"=20'
	Sheet: 4.OF.4

**DRAINAGE EASEMENT RESTORATION MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Pryor Creek, Oklahoma (Herein "City") and James Armstrong and Martha Armstrong (Herein Owner).

**WHEREAS**, Owner has contemporaneously with the execution of this MOU granted and conveyed to the City a certain drainage easement upon the Northeasterly Seven and One-Half (7.5) feet of Lot 6 in Block 7 of EASTMANOR SECOND, an Addition to the City of Pryor, and

**WHEREAS**, as part consideration for said easement the City has represented to perform restoration work for areas disturbed by the conduct of the construction of drainage improvements upon said parcel or property.

**NOW THEREFORE** the parties agree as follows:

1. The proposed construction is anticipated to involve removal of certain property fencing now existing on the property. City shall perform the task of removal and replacement of the fencing with like-kind fencing equal to or better than the fencing currently existing on the property as part of its drainage improvement project.
2. The proposed construction is anticipated and planned to involve in the installation of underground structures which will necessarily involve trenching and related dirt work on the easement area and immediately adjacent areas to the easement areas necessary for work space. City shall perform restoration work upon all areas of the OWNER property disturbed by the performance of the drainage project in order to restore the property to its previous contour as nearly as practicable, and City shall restore grasses to the areas disturbed by sodding and/or seeding and mulching as deemed proper to reestablish the areas as yard areas.
3. Within ten (10) days following completion of the project and restoration efforts OWNER and a representative of the City shall meet at the property and conduct a final inspection of the work performed. A written punch list of any items which OWNER is of the opinion have not been completed in compliance with the parties agreement shall be provided by OWNER to the City. The City shall promptly act to address and resolve any such items identified by OWNER to be deficient and determined by the City to be proper items requiring further restoration. At the conclusion of restoration activities OWNER shall provide to the city a written statement evidencing its release and satisfaction of the completion of the restoration of the property by the City.

Signed on the date above first stated.

\_\_\_\_\_

James Armstrong

\_\_\_\_\_

City of Pryor Creek

\_\_\_\_\_

Martha Armstrong

DRAINAGE EASEMENT  
CITY OF PRYOR CREEK, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS: That, James C. Armstrong, and Martha J. Armstrong, Trustees of The Armstrong Family Trust, dated October 6, 1997, hereinafter called Grantor, in consideration of the operation of the City of Pryor Creek and other good and valuable considerations paid by the City of Pryor Creek, hereinafter called the Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto said Grantee, its successors assigns a perpetual easement with the right to erect, construct, install, lay, remove and replace and thereafter use, operate, inspect, repair, maintain, replace and remove various drainage facilities and appurtenances for the City of Pryor Creek, over and across the following described lands owned by the Grantor in the State of Oklahoma, to-wit:

The 7.5 foot easement being described as the Northeasterly Seven and a Half (7.5) feet of the following described property.

Lot Six (6), Block Seven (7), of EAST MANOR SECOND, an addition to the City of Pryor, Mayes County, State of Oklahoma, according to the recorded plat thereof.

Together with the right of ingress and egress over Grantors lands adjacent thereto and situated between the above described tract and the nearest public roadway for the purpose for which the above mentioned right are granted. The above described consideration shall constitute full payment for all damages sustained by Grantor by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a State of good repair and efficiency so that no unreasonable damages will result from misuse to Grantor=s premises. This agreement together with all other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, this easement is granted and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
James C. Armstrong

\_\_\_\_\_  
Martha J. Armstrong

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF MAYES

Before me, the undersigned Notary Public within and for said county and State, on this \_\_\_\_\_ day \_\_\_\_\_, 2020, personally appeared James C. Armstrong and Martha J. Armstrong, to me known to be identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above set forth.

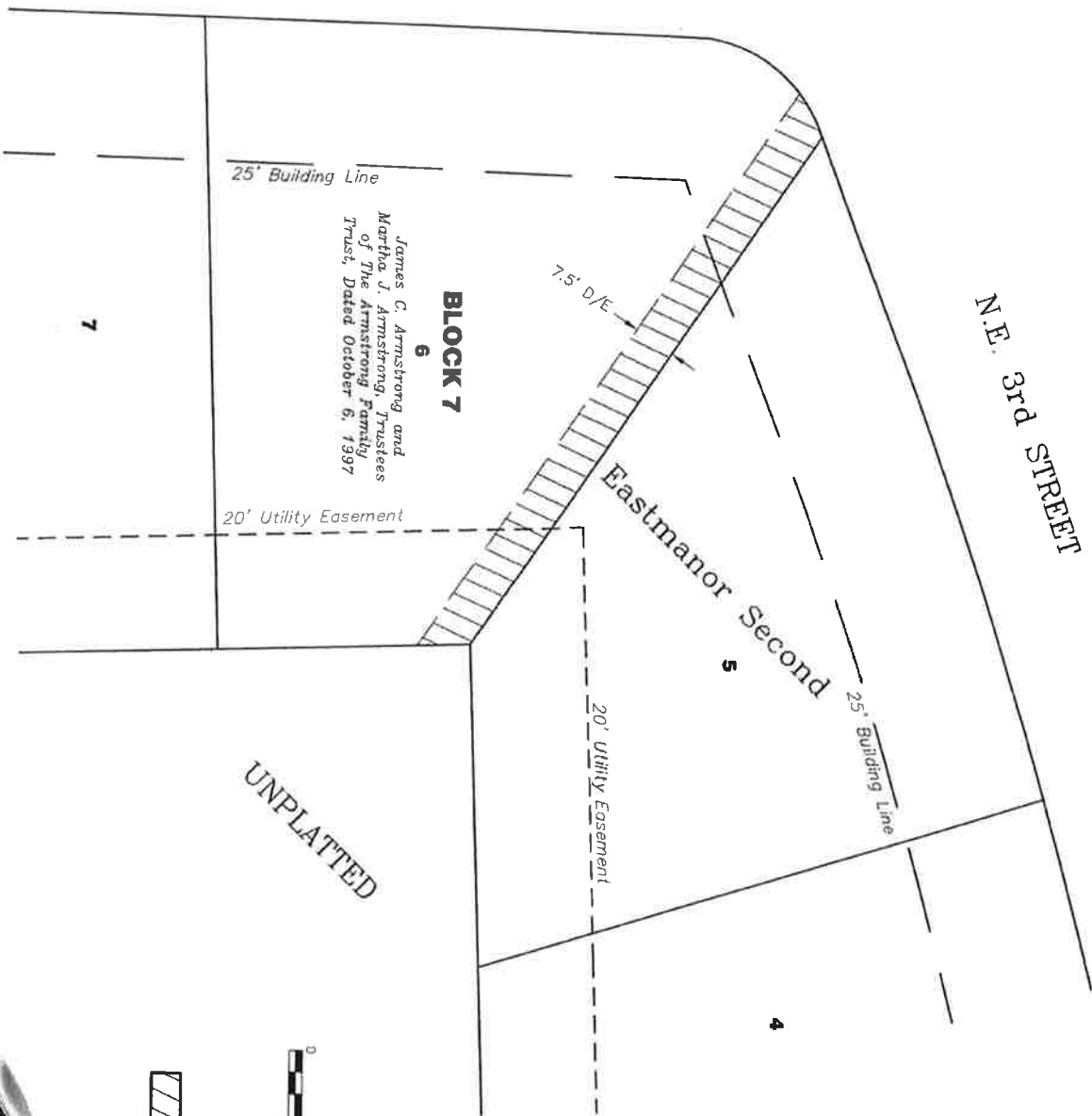
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



EASTMANOR DRIVE

N.E. 3rd STREET



LEGEND  
 DRAINAGE EASEMENT (D/E)



3840 SOUTH 103rd EAST AVE., SUITE 227  
 TULSA, OK 74146 (918) 664-5800

EXHIBIT A

**DRAINAGE EASEMENT RESTORATION MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Pryor Creek, Oklahoma (Herein "City") and P&P Ventures, LLC, and Oklahoma Limited Liability Company (Herein P&P).

**WHEREAS**, P&P has contemporaneously with the execution of this MOU granted and conveyed to the City a certain drainage easement upon the Southwesterly Seven and One-Half (7.5) feet of Lot 5 in Block 7 of EASTMANOR SECOND, an Addition to the City of Pryor, and

**WHEREAS**, as part consideration for said easement the City has represented to perform restoration work for areas disturbed by the conduct of the construction of drainage improvements upon said parcel or property.

**NOW THEREFORE** the parties agree as follows:

1. The proposed construction is anticipated to involve removal of certain property fencing now existing on the property. City shall perform the task of removal and replacement of the fencing with like-kind fencing equal to or better than the fencing currently existing on the property as part of its drainage improvement project.
2. The proposed construction is anticipated and planned to involve in the installation of underground structures which will necessarily involve trenching and related dirt work on the easement area and immediately adjacent areas to the easement areas necessary for work space. City shall perform restoration work upon all areas of the P&P property disturbed by the performance of the drainage project in order to restore the property to its previous contour as nearly as practicable, and City shall restore grasses to the areas disturbed by sodding and/or seeding and mulching as deemed proper to reestablish the areas as yard areas.
3. Within ten (10) days following completion of the project and restoration efforts P&P and a representative of the City shall meet at the property and conduct a final inspection of the work performed. A written punch list of any items which P&P is of the opinion have not been completed in compliance with the parties agreement shall be provided by P&P to the City. The City shall promptly act to address and resolve any such items identified by P&P to be deficient and determined by the City to be proper items requiring further restoration. At the conclusion of restoration activities P&P shall provide to the city a written statement evidencing its release and satisfaction of the completion of the restoration of the property by the City.

Signed on the date above first stated.

\_\_\_\_\_  
P&P Ventures, LLC,

\_\_\_\_\_  
City of Pryor Creek

DRAINAGE EASEMENT  
CITY OF PRYOR CREEK, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS: That, P&P VENTURES, L.L.C., an Oklahoma Limited Liability Company, hereinafter called Grantor, in consideration of the operation of the City of Pryor Creek and other good and valuable considerations paid by the City of Pryor Creek, hereinafter called the Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto said Grantee, its successors assigns a perpetual easement with the right to erect, construct, install, lay, remove and replace and thereafter use, operate, inspect, repair, maintain, replace and remove various drainage facilities and appurtenances for the City of Pryor Creek, over and across the following described lands owned by the Grantor in the State of Oklahoma, to-wit:

A 7.5 foot easement being described as the Southwesterly Seven and a Half (7.5) feet of the following described property.

Lot Numbered Five (5) in Block Numbered Seven (7), of EASTMANOR SECOND, an ADDITION to the Incorporated City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the Recorded Plat and Survey thereof.

Together with the right of ingress and egress over Grantors lands adjacent thereto and situated between the above described tract and the nearest public roadway for the purpose for which the above mentioned right are granted. The above described consideration shall constitute full payment for all damages sustained by Grantor by reason of the installation of the structures referred to herein, and the Grantee will maintain such easement in a State of good repair and efficiency so that no unreasonable damages will result from misuse to Grantor=s premises. This agreement together with all other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, this easement is granted and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Christopher C. Peters

\_\_\_\_\_  
Jenny M. Peters

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF MAYES

Before me, the undersigned Notary Public within and for said county and State, on this \_\_\_\_\_ day \_\_\_\_\_, 2020, personally appeared Christopher C. Peters and Jenny M. Peters, to me known to be identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above set forth.

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

My Commission Expires: \_\_\_\_\_

EASTMANOR DRIVE

N.E. 3rd STREET



UNPLATTED

P&P VENTURES, L.L.C.

BLOCK 7



LEGEND  
DRAINAGE EASEMENT (D/E)



3840 SOUTH 103rd EAST AVE, SUITE 227  
TULSA, OK 74146 (918) 864-5500

EXHIBIT A