

Easement

Version 3.0 released on 8/3/21

ENO119250

**CITY COUNCIL USE ONLY**

Date Received: _____
 Committee Date: _____
 1st Agenda Date: _____

Tracking #: _____

Committee: _____

Hearing Date: _____

2nd Agenda Date: _____**CITY CLERK USE ONLY**☐ Scanned

Date: 09.07.2022

☐ Posted

Item #: 2209.01940

*All department items requiring Council approval must be submitted through the Mayor's Office.***Primary Details****Board Approval**

Other Board Name _____

City Council Approval

☒ Yes ☐ No

Department
 Engineering Services

Contact Name
 Courtney Jones 8.5.22

Email
 courtneyjones@cityoftulsa.org

Phone
 918-596-9549

Easement Type
 Temporary or Temporary Construction

Owner-Grantor
 Glen Wood Homes, L.P.

Bid/Project Number
 IDP 59179

Project Title
 Crossing at Battle Creek Phase V

Council District
 6

Section
 22

Township
 19

Range
 14

Addition
 Unplatted

Lot

Block

Address
 3928 S. 145th E. Avenue

Parcel Number
 364

Additional Information/Tracking Number

Budget

Contract Types

☒ No Payments Involved☐ Revenue Contracts☐ Expense Contracts

Funding Source(s) _____

DONATION: \$0.00

TOTAL: \$0.00

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

Handwritten signatures and initials:
 Carey Skye for JMS
 Kathryn Junk
 Mayor Pro Tem

Date: 08.10.22

Date: 9-2-22

Date: _____

Date: SEP 07 2022

Date: _____

Policy Statement**Background Information**

This Temporary Drainage Easement is being donated by Glen Wood Homes, L.P., an Oklahoma limited partnership, as a requirement of IDP 59179. The IDP for this includes public infrastructure required for a new, single family residential subdivision.

Summation of the Requested Action

Approval of the easement. MSL:swb

Other Pertinent Details

City Legal prepared language for this temporary easement.

Processing Information for City Clerk's Office**Post Execution Processing**☐ Mail vendor copy (add'l signature copies attached)☒ Must be filed with other governmental entity☐ Add'l governmental entity approval(s) required**Additional Routing, Processing or Contact Details**

Engineering Services recommends acceptance by Council and approval by Mayor. Original to be picked up by Courtney Jones for further processing. (6-9549)

TEMPORARY DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **GLEN WOOD HOMES, L.P., an Oklahoma limited partnership** (hereinafter called Second Party, whether individual(s) or corporation), the owner of the legal and equitable title to the following described real estate situated in the City of Tulsa, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the City of Tulsa, Oklahoma (hereinafter called City, as First Party), and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby grant and convey unto the Said City, a temporary easement, through, over, under and across the following described property, situated in said County, to-wit:

SEE ATTACHED EXHIBIT "A"

The area described as a **temporary drainage easement** is hereby established by grant of the Owner as a temporary easement for the purpose of permitting the flow, conveyance, and discharge of storm water runoff and permitting the City to construct **improvements** thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; and to use and maintain the same, and of affording the City, its officers, agents, employees, and/or all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, constructing, operating, repairing, and maintaining of the existing drainageway or any improvements thereto.

Second Party, for itself and its heirs, administrators, successors and assigns, covenants and agrees 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 covenants and agrees that in the event the terms of this paragraph are violated by the Second Party or any person in privity 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 violation, and Second Party, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

Drainage facilities constructed in said Temporary Drainage Easement shall be in accordance with standards prescribed by the City. The above-ground portion of said Temporary Drainage Easement shall be maintained by the Second Party, its successors and assigns, at its cost in accordance with standards prescribed by the City. Maintenance of the above-ground portion of the Temporary Drainage Easement shall include mowing and removal of any obstacles that impeded the flow of water over and through the Temporary Drainage Easement. In the even said Second Party, its successors or assigns, should fail to adequately and properly maintain the above-ground portion of the Temporary Drainage Easement and facilities,


the City may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be paid by said Second Party, its successors or assigns. In the event said Second Party, its successors or assigns, fails to pay the cost of said maintenance within thirty (30) days after completion of said maintenance, said costs shall be a lien against the property of the Second Part, its successor or assigns, which lien may be foreclosed by the City.

TO HAVE AND TO HOLD Such easement and right-of-way unto the City, its successors or assigns, until such time as the subject property is included in a subdivision plat approved by the City and recorded in the records of the Tulsa County Clerk. Upon such recording, this Temporary Drainage Easement shall automatically be terminated.

DATED this 23rd day of August, 2022.

GLEN WOOD HOMES, L.P.
an Oklahoma limited partnership

By: **HOME CREATIONS, INC.**
an Oklahoma corporation
its General Partner

By: 
Name: Jalal Farzaneh
Title: President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a notary public, in and for said County and State on this 28th day of August, 2022, personally appeared **Jalal Farzaneh**, to me known to be the identical person who subscribed the name of **Home Creations, Inc., an Oklahoma corporation**, as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, as general partner of **Glenwood Homes, L. P., an Oklahoma limited partnership**, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

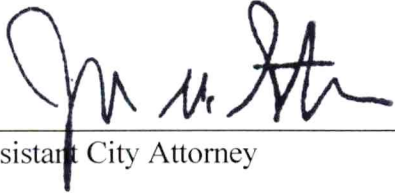
My commission expires:

6/3/2025



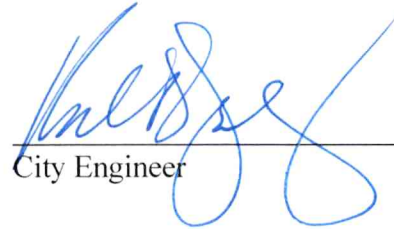

Notary Public

**APPROVED AS TO FORM:
SUBSTANCE:** _____



Assistant City Attorney

APPROVED AS TO SUBSTANCE



City Engineer

ACCEPTED BY CITY COUNCIL:

Date: _____

BY: _____
Name: Lori Decter Wright
Title: Chair

APPROVED BY MAYOR:

CITY OF TULSA, OKLAHOMA,
a municipal corporation

Date: _____

BY: _____
Name: G. T. Bynum
Title: Mayor

ATTEST:

City Clerk

[illegible]

Before me, a Notary Public in and for said County and State, on the ____ day of _____, 2022, personally appeared Lori Decter Wright to me known to be the identical person who accepted the within and foregoing instrument as Chair of the City Council of the City of Tulsa, Oklahoma, and acknowledged to me that she accepted the within and foregoing instrument as her free and voluntary act and deed and as the free and voluntary act and deed of the City Council of the City of Tulsa, Oklahoma, for the uses and purposes therein set forth.

Notary Public

My commission expires:

[illegible]

Before me, a Notary Public in and for said County and State, on the ____ day of _____, 2022, personally appeared G. T. Bynum, to me known to be the identical person who approved the within and foregoing instrument as Mayor of the City of Tulsa, Oklahoma, and acknowledged to me that he approved the within and foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the City of Tulsa, Oklahoma, for the uses and purposes therein set forth.

Notary Public

My commission expires:

LEGAL DESCRIPTION

Section 22, T19N R14E, I.M.

Drainage Easement

A DRAINAGE EASEMENT LOCATED ON A TRACT OF LAND SITUATED WITHIN A PORTION OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN NORTH (T19N), RANGE FOURTEEN EAST (R14E) OF THE INDIAN MERIDIAN (I.M.) IN TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW/4; THENCE S1° 28' 58"E, 656.33 FEET; THENCE N88°31'02"E, 60.00 FEET; THENCE S1°28'58"E, 925.89 FEET; THENCE N88°43'42"E, 202.77 FEET TO THE POINT OF BEGINNING; THENCE N88° 43' 42"E, 25.00 FEET; THENCE S1°16'18"E, 34.95 FEET; THENCE S88°31'02"W, 25.00 FEET; THENCE N1°16'18"W, 35.05 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 875 SQUARE FEET OR 0.02 ACRES, MORE OR LESS. BASIS OF BEARING: S01° 28' 58"E FOR THE WEST LINE OF SAID SW/4. THIS DESCRIPTION WAS PREPARED BY JEREMY A. LAWSON, PS#1916(OK) ON NOVEMBER 18, 2021.

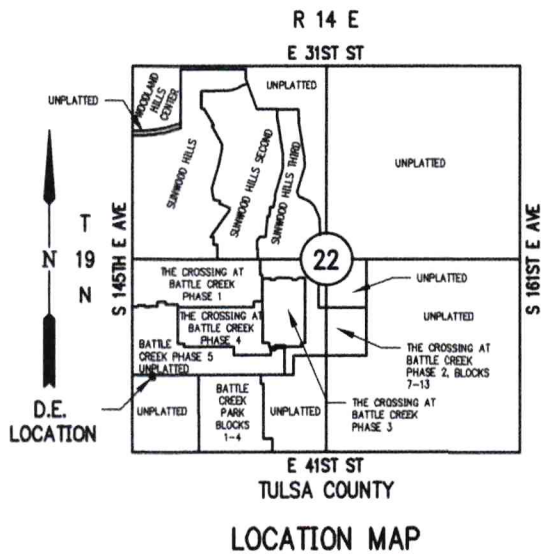
Real Property Certification

I, Jeremy Lawson, 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: **Jeremy Lawson**
Oklahoma P.L.S.# **1603**
Certificate of Authorization No. **973**
CA expiration date: **June 30, 2022**

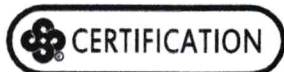
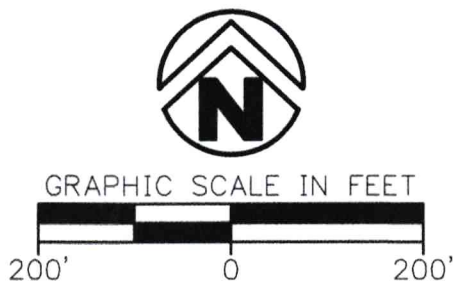


JOB: DRAINAGE EASEMENT 13108905
 COUNTY: TULSA
 LOCATION DESC: SW/4 SEC. 22, T-19-N, R-14-E, I.M.
 EASEMENT 875 SF 0.02 AC
 OWNER:



PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	60.00'	N88° 31' 02"E
L2	25.00'	N88° 43' 42"E
L3	34.95'	S1° 16' 18"E
L4	25.00'	S88° 31' 02"W
L5	35.05'	N1° 16' 18"W

POC - POINT OF COMMENCEMENT
 POB - POINT OF BEGINNING

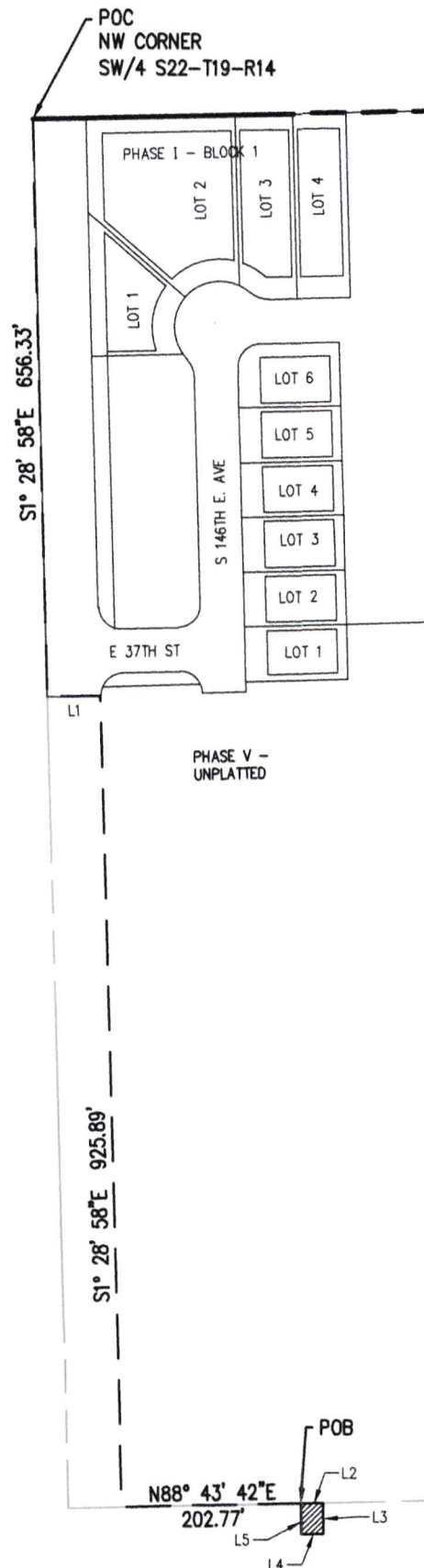


I, JEREMY A. LAWSON, LICENSED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECT SUPERVISION OF THE ABOVE DESCRIBED PROPERTY TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF SURVEY.

Jeremy Lawson
 JEREMY A. LAWSON, LPLS 1916

05/07/22
 DATE

EXHIBIT "A"
 page 2 of 2



CERTIFICATE OF AUTHORIZATION
 CA 973 (PLS) EXPIRES 6/30/2022

220 E. 8th Street
 Tulsa, Oklahoma 74119



Crafton Tull
 architecture | engineering | surveying

918.584.0347 f 918.584.3783 f
 www.craftontull.com

DRAWING: G:\13108905_BATTLECRK5\INFRASTRUCTURE\SURVEY\DWG\DE EXHIBIT 1.DWG
 LAYOUT: —, LAST SAVED: CB3009, 4/4/2022 10:17:36 AM
 LAST PLOTTED BY: CLAY BISHOP, 4/4/2022 10:18:39 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

PROJECT NO.: 13108905	DRAWN BY: CB	DATE: 04/04/2022	SHEET: 2 OF 2	CHECKED:
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