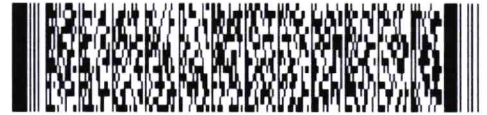


# Easement

Version 3.0 released on 8/3/21

EN0119496

**CITY COUNCIL USE ONLY**

Date Received: \_\_\_\_\_

Committee Date: \_\_\_\_\_

1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_

Committee: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

2<sup>nd</sup> Agenda Date: \_\_\_\_\_**CITY CLERK USE ONLY**☐ Scanned

Date: 12.07.2022

☐ Posted

Item # 2212.02719

*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 ☐ NoDepartment  
Engineering ServicesContact Name  
Courtney Jones *CP 11.15.22*Email  
courtneyjones@cityoftulsa.orgPhone  
918-596-9549Easement Type  
WaterlineOwner-Grantor  
Randolph Stuart Frances Revocable Trust Dated the 16th Day of March 2017 & Chesterfield L.P.Bid/Project Number  
IDP 45568Project Title  
31st Waterline ExtensionCouncil District  
6Section  
24Township  
19Range  
14Addition  
Unplatted

Lot

Block

Address  
17682 E 31st St SParcel Number  
434

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: \_\_\_\_\_

*Walt Swiney (SWINEY)*  
*Cassia Carr*  
Mayor Pro Tem

Date: 11.17.22

Date: Nov. 29 xxi

Date: \_\_\_\_\_

Date: DEC 07 2022

Date: \_\_\_\_\_

**Policy Statement****Background Information**

This Waterline Easement is being donated by Randolph Stuart Frances Revocable Trust Dated the 16th Day of March 2017 and Chesterfield limited partnership, an Oklahoma limited partnership, as a requirement of IDP 45568. The IDP for this project is for two miles of 12' water main extension to serve future development. MSL:swb

**Summation of the Requested Action**

Mayoral approval and City Council acceptance.

*gma 11/16/22***Other Pertinent Details****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)

## WATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, the **RANDOLPH STUART FRANCIS REVOCABLE TRUST DATED THE 16<sup>TH</sup> DAY OF MARCH 2017**, and **CHESTERFIELD LIMITED PARTNERSHIP, an Oklahoma limited partnership**, (Grantors) the owners of the legal and equitable title to the following real estate, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) cash in hand paid by the **CITY OF TULSA, OKLAHOMA**, a municipal corporation, (CITY) and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant and convey unto the said City, a perpetual easement, through, over, under and across the following described property:

See Exhibit "A"

for the purpose of permitting the City, to construct a **water main or mains** 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 such construction.

The City is hereby given and granted the exclusive possession of said above premises for the purposes aforesaid and Grantors, for themselves, administrators, successors and assigns, covenants and agree 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 Grantors, 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 the right to remove or otherwise eliminate such violation, and Grantors, 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, its successors or assigns, forever.

Dated this 21<sup>st</sup> day of September, 2022.

CITY OF TULSA  
OFFICE OF CITY CLERK  
175 E 2ND ST - STE 260  
TULSA, OKLAHOMA 74103

**RANDOLPH STUART FRANCIS  
REVOCABLE TRUST DATED THE 16<sup>TH</sup> DAY  
OF MARCH 2017**

*Randolph Stuart Francis*  
Name: Randolph Stuart Francis  
Title: Trustee

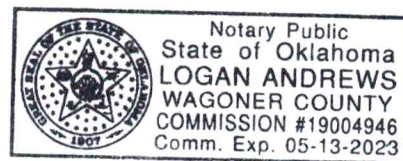
STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF TULSA        )

This instrument was acknowledged before me, on this 21<sup>st</sup> day of September, 2022, by, **Randolph Stuart Francis, Trustee of the RANDOLPH STUART FRANCIS REVOCABLE TRUST DATED THE 16<sup>TH</sup> DAY OF MARCH 2017.**

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

*Logan Andrews*  
Notary Public

My commission expires:  
5/13/23



**CHESTERFIELD LIMITED PARTNERSHIP,  
an Oklahoma limited partnership**

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

By: Randolph Stuart Francis  
Name: Randolph Stuart Francis  
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 21<sup>st</sup> day of September, 2022, personally appeared **Randolph Stuart Francis**, to me known to be the identical person who subscribed the name of **TRANSACTIONS, 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 **CHESTERFIELD LIMITED PARTNERSHIP, 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.

Logan Andrews  
Notary Public

My commission expires:


5/13/23



**APPROVED AS TO FORM:**

SENIOR  
ASSISTANT  (M. SWINEY)  
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: \_\_\_\_\_



# EXHIBIT "A"

## Waterline Easement

RANDOLPH STUART FRANCIS, PARTNER OF CHESTERFIELD LIMITED PARTNERSHIP

A PARCEL OF LAND, 25.25 FEET IN WIDTH SITUATED IN THE NORTH 990 FEET AND WEST 440 FEET OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION TWENTY-FOUR (24); THENCE SOUTH 01°26'13" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FOUR (24), A DISTANCE OF 24.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°29'40" EAST PARALLEL WITH AND 24.75 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FOUR (24), A DISTANCE OF 440.00 FEET; THENCE SOUTH 01°26'13" EAST, A DISTANCE OF 25.25 FEET; THENCE SOUTH 88°29'40" WEST PARALLEL WITH AND 50.00 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FOUR (24), A DISTANCE OF 440.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FOUR (24); THENCE NORTH 01°26'13" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-FOUR (24), A DISTANCE OF 25.25 FEET TO THE POINT OF BEGINNING. CONTAINING 11,110 SQUARE FEET OR 0.26 ACRES.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE NORTH LINE OF THE NW/4 OF SECTION TWENTY-FOUR BEING NORTH 88°29'40" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON SEPTEMBER 29, 2020 BY JAY P. BISSELL, OKLAHOMA LICENSED LAND SURVEYOR NO. 1318.

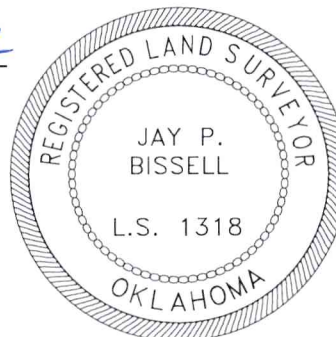
### EXHIBIT STATEMENT

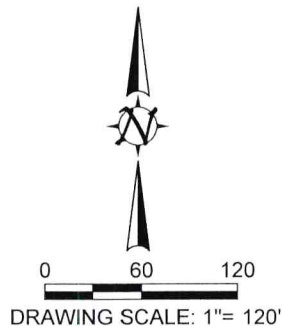
THIS EXHIBIT AND LEGAL DESCRIPTION MEET OR EXCEED THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

*Jay P. Bissell* 5-17-2022

JAY P. BISSELL

OKLAHOMA PLS NO. 1318





# EXHIBIT "A"

## Waterline Easement

