

Easement

Version 3.0 released on 8/3/21

EN0119601

**CITY COUNCIL USE ONLY**

Date Received: _____

Committee Date: _____

1st Agenda Date: _____

Tracking #: _____

Committee: _____

Hearing Date: _____

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

Date: 02.08.2023

☐ Posted

Item: 2302.00249

*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 9.19.23Email
courtneyjones@cityoftulsa.orgPhone
918-596-9549Easement Type
DrainageOwner-Grantor
Cellco PartnershipBid/Project Number
IDP 106424Project Title
Verizon Wireless Tulsa SAP Building ExpansionCouncil District
7Section
29Township
19Range
14Addition
AMBERJACK ADDITIONLot
1Block
2Address
12223 E. State Farm BoulevardParcel Number
419

Additional Information/Tracking Number _____

Budget

Contract Types

Funding Source(s) _____

☒ No Payments Involved☐ Revenue Contracts☐ Expense Contracts

DONATION: \$0.00

TOTAL: \$0.00

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

Date: 2/25/23

Date: 1-31-23

Date: FEB 08 2023

Date: _____

Date: _____

Policy Statement**Background Information**

This Overland Drainage Easement is being donated by Cellco Partnership, a Delaware general partnership, as a requirement of IDP 106424. The IDP for this project consists of modifications to an existing detention pond to allow for the expansion of an existing commercial facility. MSL:swb

Summation of the Requested Action

Mayoral approval and City Council acceptance.

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)

OVERLAND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **CELLCO PARTNERSHIP, a Delaware general partnership, D/B/A/ VERIZON WIRELESS**, (Grantor), is 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, to wit:

BEING A TRACT OF LAND THAT IS PART OF LOT 1 IN BLOCK 2 OF AMBERJACK, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE N 89°52'46" W ALONG THE NORTHERLY LINE OF LOT 1 FOR 1179.85' TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE S 00°07'14" W FOR 805.68'; THENCE S 29°02'15" W FOR 134.44' TO A POINT ON THE SOUTHERLY LINE OF LOT 1; THENCE N 60°57'45" W ALONG SAID SOUTHERLY LINE FOR 210.27' TO A POINT OF CURVE; THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY LINE ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 13°13'51" AND A RADIUS OF 1696.00' FOR 391.64'; THENCE N 00°07'14" E FOR 673.39' TO A POINT ON THE NORTHERLY LINE OF LOT 1; THENCE S 89°52'46" E ALONG SAID NORTHERLY LINE FOR 610.60' TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 484,113 SQUARE FEET OR 11.1137 ACRES MORE OR LESS.

(hereinafter referred to as First Property) and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) 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, situated in said County, to wit:

SEE EXHIBIT "A"

(hereinafter described as Second Property).

The area described as Second Property is hereby established by grant of the Grantor, and the City is hereby given and granted the possession of said Second Property, as an Overland Drainage Easement as a perpetual easement for the purpose of permitting the flow, conveyance, and discharge

of stormwater runoff from First Property and from properties outside First Property. Drainage facilities constructed in said Overland Drainage Easement shall be in accordance with standards prescribed by the City. Said Overland Drainage Easement shall be maintained by the Grantor, its successors and assigns, at its cost in accordance with standards prescribed by the City. Maintenance of the Overland Drainage Easement shall include mowing and removal of any obstacles that impede the flow of water over and through the drainage easement. In the event said Grantor, its successors and assigns, should fail to adequately and properly maintain said Overland 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 Grantor, its successors and assigns. In the event said Grantor, its successors and assigns, fails to pay the cost of said maintenance or any part thereof within thirty (30) days after completion of said maintenance, said costs shall be a lien against First Property, for which payment has not been made, which lien may be foreclosed by City. No fence, wall, planting, building, or other obstruction may be placed or maintained in said Overland Drainage Easement without approval of the City. However, the Overland Drainage Easement can be used by the Grantor, its successors and assigns, for landscaping, and other purposes so long as the flow, conveyance, and discharge of stormwater runoff is not hindered or obstructed.

The City is hereby given and granted the exclusive possession of Second Property for the purposes aforesaid and Grantor, for itself and its 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 Grantor or any person in privity with it, 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 Grantor, its 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 26th day of October, 2022.

**CELLCO PARTNERSHIP, a Delaware general
partnership, D/B/A/ VERIZON WIRELESS**

By: 

Name: Susan Lee

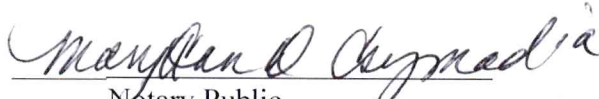
Title: Director – Network Construction

Pursuant to the Assistant Secretary's Certificate
recorded as Document 2022101549 on October 10,
2022, in the office of the Clerk of Tulsa County,
State of Oklahoma

STATE OF New Jersey)
) ss.
COUNTY OF Middlesex)

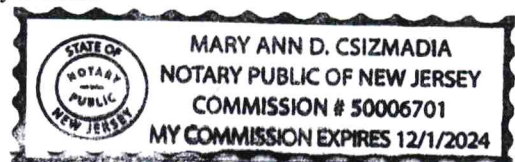
Before me, the undersigned, a notary public, in and for said County and State on this 26 day of October, 2022, personally appeared **Susan Lee**, to me known to be the identical person who subscribed the name of **CELLCO PARTNERSHIP, a Delaware general partnership, D/B/A/ VERIZON WIRELESS**, as its **Director – Network Construction**, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of **CELLCO PARTNERSHIP, a Delaware general partnership, D/B/A/ VERIZON WIRELESS**, for the uses and purposes therein set forth.

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

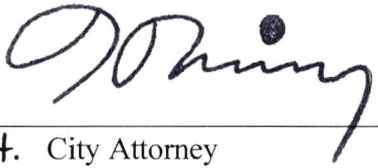

Notary Public

My commission expires:


12-1-2024



APPROVED AS TO FORM:


Sr. Asst. City Attorney

APPROVED AS TO SUBSTANCE:


City Engineer

ACCEPTED BY CITY COUNCIL:

Date: _____

BY: _____
Name: Crista Patrick
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 _____, 2023, personally appeared Crista Patrick 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 _____, 2023, 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:

OVERLAND DRAINAGE EASEMENT

LEGAL DESCRIPTION

A tract of land lying in Lot One (1), Block Two (2) of AMBERJACK ADDITION recorded as Plat No. 4727, to the City of Tulsa, Tulsa County, Oklahoma and being more particularly described as follows:

COMMENCING at the northeast corner of said Lot 1;

THENCE South 88°48'35" West, along the north line of said Lot 1, a distance of 1,790.45 feet;

THENCE South 01°11'25" East a distance of 562.09 feet to the POINT OF BEGINNING;

THENCE South 70°38'37" East a distance of 10.23 feet;

THENCE South 64°56'00" East a distance of 34.56 feet to a point on the north line of that 100 foot wide Overland Drainage Easement as shown on the plat of said AMBERJACK ADDITION and a point on a curve;

THENCE Westerly along the north line of said 100 foot wide Overland Drainage Easement and along a non-tangent curve to the left having a radius of 1,796.00 feet (said curve subtended by a chord which bears North 75°43'35" West a distance of 42.10 feet) for an arc distance of 42.10 feet;

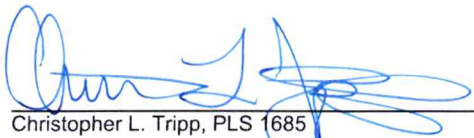
THENCE North 01°11'25" West a distance of 7.65 feet to the POINT OF BEGINNING.

Said described tract of land contains 169 square feet or 0.0039 acres, more or less.

The Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 88°48'35" West, along the north line of Lot 1, in Block 2 of AMBERJACK ADDITION recorded as Plat No. 4727 was used as the basis of bearings for this legal description.

CERTIFICATION STATEMENT

I, Christopher L. Tripp, of Dodson-Thompson-Mansfield, PLLC, certify that the attached legal description closes in accord with existing records, is a true representation of the storm sewer detention easement as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.



Christopher L. Tripp, PLS 1685
Dodson-Thompson-Mansfield, PLLC
20 NE 38th St. - Oklahoma City, OK 73105
405-601-7402
September 7, 2022



EXHIBIT "A"
page 1 of 2

DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-ok.com
Oklahoma City, OK 73105 Fax: 405-601-7421

Surveying - Engineering - Earthwork

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2024



OVERLAND DRAINAGE EASEMENT

P.O.C.
N.E. CORNER
LOT 1, BLOCK 2

S 88°48'35" W
1790.45'

S 01°11'25" E
562.09'

P.O.B.
N 01°11'25" W
7.65'

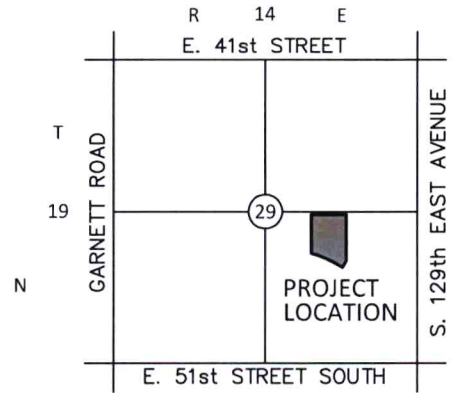
S 70°38'37" E
10.23'

OVERLAND DRAINAGE
EASEMENT

S 64°56'00" E
34.56'

R=1796.00'
L=42.10'
Δ=1°20'35"
T=21.05'
CB=N 75°43'35" W
CL=42.10'

100' OVERLAND
DRAINAGE EASEMENT
&
100' BUILDING LINE
PER PLAT



LOCATION MAP
NOT TO SCALE



EXHIBIT "A"
page 2 of 2

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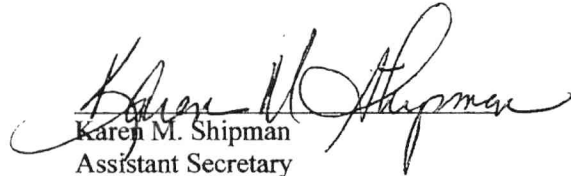
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. By written consent dated March 19, 2015, the Board of Representatives of the Company adopted resolutions relating to signing authority and the authority to approve transactions, and that such resolutions are in full force and effect as of the date hereof; and
2. Susan Lee, Director – Network Construction, is authorized pursuant to the signing authorities adopted by the aforementioned resolutions, to make, enter into, sign and deliver the instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Company.

Dated: October 4, 2022


Karen M. Shipman
Assistant Secretary

STATE OF New Jersey)
) ss.:
COUNTY OF Somerset)

On the 22nd day of September in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Karen M. Shipman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.





Notary Public

Marissa DiPaolo
Notary Public - State of New Jersey
My Commission Expires 07/06/2024