

**Easement**

Version 3.0 released on 8/3/21

EN 0119456

**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: 02.22.2023☐ Posted Item #: 2302.00357*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  
10.25.22Email  
courtneyjones@cityoftulsa.orgPhone  
918-596-9549Easement Type  
DetentionOwner-Grantor  
Eastland Village Apartments, L.P.Bid/Project Number  
IDP 61804Project Title  
Eastland VillageCouncil District  
6Section  
22Township  
19Range  
14Addition  
SUNWOOD HILLSLot  
36Block  
3Address  
3401 S. 145th E. Ave.Parcel Number  
335

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: \_\_\_\_\_

Date: 10.28.22Date: 2-10-23

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

Date: FEB 22 2023

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

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

This Detention Easement is being donated by Eastland Village Apartments, L.P., an Oklahoma limited partnership, as a requirement of IDP 61804. The IDP for this project includes sanitary sewer and water main extensions, two detention ponds, driveways and sidewalks for a new multifamily housing project. 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)

## DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **EASTLAND VILLAGE APARTMENTS, LP, an Oklahoma limited partnership**, (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:

A TRACT OF LAND LOCATED IN LOT THIRTY-SIX (36), BLOCK THREE (3), SUNWOOD HILLS, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 36; THENCE, S01°29'22"E ALONG THE WEST LINE OF SAID LOT 36, FOR A DISTANCE OF 328.78' TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG THE WEST LINE OF SAID LOT 36, S01°29'22"E, A DISTANCE OF 188.10'; THENCE, N45°00'00"E A DISTANCE OF 16.09'; THENCE N90°00'00"E A DISTANCE OF 758.96' TO A POINT ON THE EASTERN BOUNDARY OF SAID LOT 36; THENCE, N19°02'12"E ALONG THE EAST LINE OF SAID LOT 36, A DISTANCE OF 199.01', THENCE, CONTINUING ALONG THE EAST BOUNDARY OF SAID LOT 36, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CHORD BEARING OF N01°28'00"W, A CHORD LENGTH OF 276.47'; A RADIUS OF 394.70', AND AN ARC LENGTH OF 282.44'; THENCE CONTINUING ALONG THE EASTERLY AND NORTHERLY LINE OF LOT 36, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CHORD BEARING OF N64°46'26"W, A CHORD LENGTH OF 326.01', A RADIUS OF 239.89', AND AN ARC LENGTH OF 358.44'; THENCE, CONTINUING ALONG THE NORTH LINE OF SAID LOT 36, A BEARING OF S72°25'25"W A DISTANCE OF 98.47'; THENCE, CONTINUING ALONG THE NORTH LINE OF SAID LOT 36 AND ALONG A CURVE TO THE RIGHT, HAVING A CHORD BEARING OF S75°39'31"W, AND CHORD LENGTH OF 163.10'. A RADIUS OF 1445.11', AND AN ARC LENGTH OF 163.19'; THENCE, S11°08'24"E A DISTANCE OF 69.07'; THENCE, S59°19'46"W, A DISTANCE OF 88.19'; THENCE S35°38'48"W, A DISTANCE OF 129.20'; THENCE S01°29'22"E, A DISTANCE OF 135.00'; THENCE, S88°30'38"W, A DISTANCE OF 152.00', TO THE POINT OF BEGINNING, CONTAINING 9.08 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 a Stormwater Detention 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 Stormwater Detention Easement shall be in accordance with standards prescribed by the City. Said Stormwater Detention 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 Stormwater Detention Easement shall include mowing and removal of any obstacles that impede the flow of water over and through the Stormwater Detention Easement. In the event said Grantor, its successors and assigns, should fail to adequately and properly maintain said Stormwater Detention 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 Stormwater Detention Easement without approval of the City. However, the Stormwater Detention 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 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 17 day of January, 2023.



**EASTLAND VILLAGE APARTMENTS, LP,  
an Oklahoma limited partnership**

**By: EASTLAND VILLAGE APARTMENTS GP,  
LLC, an Oklahoma limited liability company  
its General Partner**

By: \_\_\_\_\_

Name: J. Ryan Hamilton

Title: Manager

STATE OF MISSOURI       )  
  ) ss.  
COUNTY OF GREENE       )

17 Before me, the undersigned, a notary public, in and for said County and State on this day of January, 2023, personally appeared **J. Ryan Hamilton**, to me known to be the identical person who subscribed the name of **EASTLAND VILLAGE APARTMENTS GP, LLC, an Oklahoma limited liability company**, as its Manager, 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 limited liability company, as general partner of **EASTLAND VILLAGE APARTMENTS, LP, 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.


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




My commission expires:

5/19/25

**APPROVED AS TO FORM:**

  
Asst. City Attorney

**APPROVED AS TO SUBSTANCE:**

  
City Engineer

**ACCEPTED BY CITY COUNCIL:**

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

BY: \_\_\_\_\_  
Name:  
Title: Chair

**APPROVED BY MAYOR:**

CITY OF TULSA, OKLAHOMA,  
a municipal corporation

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

BY: \_\_\_\_\_  
Name: G. T. Bynum  
Title: Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

STATE OF OKLAHOMA )

) SS.

COUNTY OF TULSA )

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:

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STATE OF OKLAHOMA )

) SS.

COUNTY OF TULSA )

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:

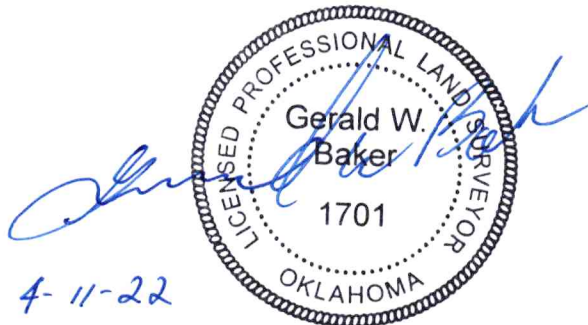
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**LEGAL DESCRIPTION STORMWATER DETENTION EASEMENT**

A TRACT OF LAND LOCATED IN THE NORTH HALF OF LOT THIRTY-SIX (36) BLOCK THREE (3) OF SUNWOOD HILLS, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 36; THENCE S01°29'22"E ALONG THE WEST LINE OF SAID LOT 36, A DISTANCE OF 328.26'; THENCE N90°00'00"E A DISTANCE OF 20.01', TO THE POINT OF BEGINNING;  
 THENCE N88°30'38"E ALONG THE SOUTH LINE OF AN OVERLAND DRAINAGE EASEMENT, DISTANCE OF 132.00" TO A POINT;  
 THENCE S01°29'22"E ALONG THE WEST LINE OF A BUILDING LINE SHOWN ON THE PLAT OF SUNWOOD HILLS, PLAT #3695, A DISTANCE OF 82.20' TO A POINT;  
 THENCE S43°30'38"W A DISTANCE OF 20.00' TO A POINT;  
 THENCE N46°29'22"W A DISTANCE OF 10.67' TO A POINT;  
 THENCE N00°29'21"E A DISTANCE OF 13.68' TO A POINT;  
 THENCE N43°30'38"E A DISTANCE OF 10.00' TO A POINT;  
 THENCE N46°29'22"W A DISTANCE OF 69.58' TO A POINT;  
 THENCE S43°30'38"W A DISTANCE OF 68.82' TO A POINT;  
 THENCE S01°29'22"E A DISTANCE OF 23.34' TO A POINT;  
 THENCE S46°29'22"E A DISTANCE OF 30.00' TO A POINT;  
 THENCE S01°29'22"E A DISTANCE OF 9.22' TO A POINT;  
 THENCE S88°30'38"W A DISTANCE OF 24.92' TO A POINT;  
 THENCE N46°29'22"W A DISTANCE OF 23.04' TO A POINT;  
 THENCE N01°29'22"W A DISTANCE OF 105.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.19 ACRES. THIS LEGAL DESCRIPTION WAS PREPARED BY GERALD W. BAKER, P.L.S. #1701 ON APRIL 11, 2022. THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS GRID NORTH, OKLAHOMA STATE PLANE, NORTH ZONE, NAD83 PER GPS OBSERVATION.

**CERTIFICATION:**

I, GERALD W. BAKER, OKLAHOMA PLS #1701, DO HEREBY CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED AND MEETS THE MINIMUM TECHNICAL STANDARDS OF LEGAL DESCRIPTIONS FOUND IN THE OKLAHOMA MINIMUM STANDARDS FOR LAND SURVEYING, EFFECTIVE SEPTEMBER 14, 2018. ALL FIELD WORK FOR THIS EASEMENT WAS COMPLETED ON 3/16/21.



**STORMWATER DETENTION  
 EASEMENT EXHIBIT  
 LOT 36 BLOCK 3  
 SUNWOOD HILLS**

DATE: April 11, 2022

SCALE: 1"=120'

DWG BY: GWB

CHECKED BY: RH

**BAKER**  
 SURVEYING, LLC



MRO

FOUND 1/2" IRON ROD  
STAMPED "CA5816"  
POINT OF COMMENCEMENT,  
NORTHWEST CORNER LOT  
36 BLOCK 3 SUNWOOD HILLS

PROJECT LOCATION



E. 33RD STREET S.

20' UTILITY EASEMENT

25' BUILDING LINE

**NORTH HALF LOT 36 BLOCK 3  
SUNWOOD HILLS**

35' BUILDING LINE

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 88°30'38" E	132.00'
L2	S 01°29'22" E	82.20'
L3	S 43°30'38" W	20.00'
L4	N 46°29'22" W	10.67'
L5	N 00°29'21" E	13.68'
L6	N 43°30'38" E	10.00'
L7	N 46°29'22" W	69.58'
L8	S 43°30'38" W	68.82'
L9	S 01°29'22" E	23.34'
L10	S 46°29'22" E	30.00'
L11	S 01°29'22" E	9.22'
L12	S 88°30'38" W	24.92'
L13	N 46°29'22" W	23.04'
L14	N 01°29'22" W	105.00'

N 90°00'00" E  
20.01'  
POINT OF BEGINNING

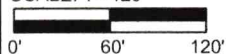
BUILDING LINE

10' UTILITY EASEMENT

**CERTIFICATION:**

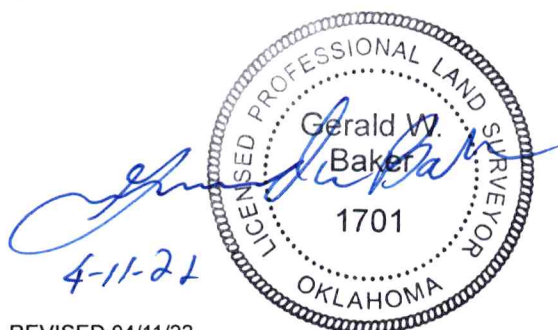
I, GERALD W. BAKER, OKLAHOMA PLS #1701, DO HEREBY CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED AND MEETS THE MINIMUM TECHNICAL STANDARDS OF LEGAL DESCRIPTIONS FOUND IN THE OKLAHOMA MINIMUM STANDARDS FOR LAND SURVEYING, EFFECTIVE SEPTEMBER 14, 2018. ALL FIELD WORK FOR THIS EASEMENT WAS COMPLETED ON 3/16/21.

SCALE: 1"=120'



ORIGINALLY SIGNED MAY 5TH, 2021  
GERALD W. BAKER, PLS #1701  
BAKER SURVEYING, LLC  
4677 S 83RD EAST AVENUE,  
TULSA OK 74145  
PH: 918-271-5793

OKLAHOMA CA #5816 EXPIRES 6/30/22 REVISED 04/11/22



**LEGEND**

- FOUND 1/2" IRON ROD W/ CAP STAMPED "CA5816"
- (XX.XX') RECORD DIMENSIONS
- XX.XX' MEASURED DIMENSIONS
- PROPERTY LINE

**STORMWATER DETENTION  
EASEMENT EXHIBIT  
LOT 36 BLOCK 3  
SUNWOOD HILLS**

DATE: April 11, 2022

SCALE: 1"=120'

DWG BY: GWB

CHECKED BY: RH

**BAKER**  
SURVEYING, LLC

**EXHIBIT "A"**  
page 2 of 2

REVISION  
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