

# Easement

Version 3.0 released on 8/3/21

ENO119643

**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: 04.26.2023☐ Posted Item #: 2304.00792*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 2.20.23Email  
courtneyjones@cityoftulsa.orgPhone  
918-596-9549Easement Type  
DrainageOwner-Grantor  
Public Service Company of OklahomaBid/Project Number  
IDP 95882Project Title  
Dawson Substation No. 827Council District  
3Section  
31Township  
20Range  
14

Addition

Lot  
2&3

Block

Address  
1045 N. Mingo RoadParcel Number  
376

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: 2/23/23Date: 4-18-23

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

Date: APR 26 2023

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

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

This Drainage Easement is being donated by Public Service Company of Oklahoma, an Oklahoma corporation, as a requirement of IDP 95882. The IDP for this project consists of a public waterline relocation and a public storm culvert to serve a commercial development. 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)

# DRAINAGE EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma corporation**, (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 perpetual 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 **drainage easement** is hereby established by grant of the Owner as a perpetual 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 Drainage Easement shall be in accordance with standards prescribed by the City. The above-ground portion of said 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 Drainage Easement shall include mowing and removal of any obstacles that impeded the flow of water over and through the Drainage Easement. In the event said Second Party, its successors or assigns, should fail to adequately and properly maintain the above-ground portion of the Drainage Easement and facilities,

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

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, forever.

DATED this 1<sup>st</sup> day of November, 2022.

**PUBLIC SERVICE COMPANY OF  
OKLAHOMA, an Oklahoma corporation**

By: P. Todd Ireland  
Name: P. Todd Ireland  
Title: Attorney-in-Fact for Public Service  
Company of Oklahoma

STATE OF OHIO )  
COUNTY OF FRANKLIN ) ss.  
TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State on this 1<sup>st</sup> day of November, 2022, personally appeared P. Todd Ireland, to me known to be the identical person who subscribed the name of **PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma corporation**, to the foregoing as its Attorney-in-Fact for Public Service Company of Oklahoma, 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 **PUBLIC SERVICE COMPANY OF OKLAHOMA, an Oklahoma corporation**, 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: 5-14-25

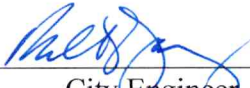
 AMY CLIPPERTON  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires 5-14-25

Amy Clipperton  
Notary Public

**APPROVED AS TO FORM:**

  
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

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:

\_\_\_\_\_

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF TULSA        )

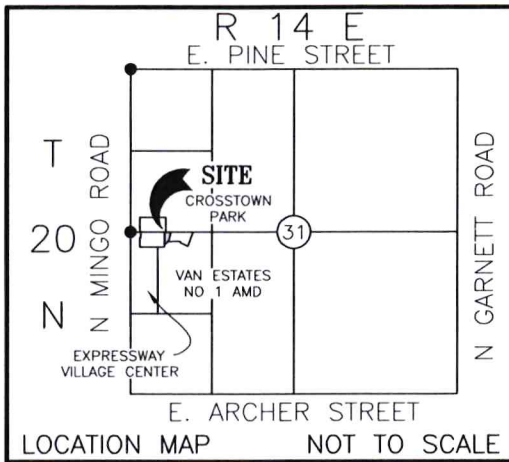
Before me, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared G. T. Bynum, to me known to be the identical person who approved the within and foregoing instrument as Mayor of the City of Tulsa, Oklahoma, and acknowledged to me that he approved 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:

\_\_\_\_\_





# EXHIBIT "A"

## PUBLIC SERVICE COMPANY OF OKLAHOMA

### TULSA COUNTY, OKLAHOMA

#### PLAT SHOWING

A DRAINAGE EASEMENT  
CROSSING THE PUBLIC UTILITY PROPERTY  
CONTAINING 0.490 OF AN ACRE  
LOCATED IN SECTION 31, TOWNSHIP 20 NORTH,  
RANGE 14 EAST, TULSA, OKLAHOMA

Pg. 1 of 2  
CDS JOB NO. 120221

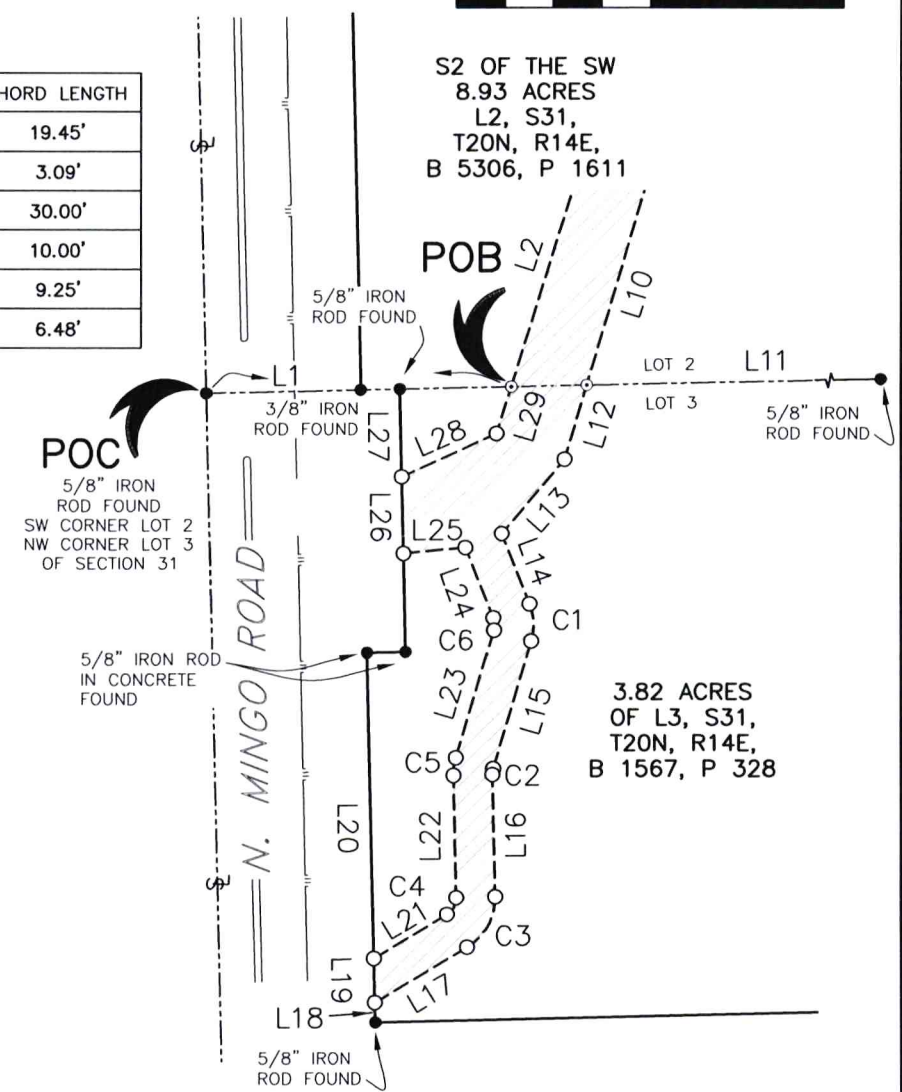
BEARING BASIS: GRID NORTH  
COORDINATE SYSTEM: OKLAHOMA STATE PLANE,  
NAD 1983(2011), EPOCH:2010  
OKLAHOMA NORTH ZONE (HARN/OK, OK-NF)

ALL DISTANCES SHOWN ARE  
SURFACE. (GRID X 1.00008 = SURFACE)



CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	30.00'	19.81'	37°49'54"	S2°26'14"E	19.45'
C2	10.00'	3.10'	17°43'37"	S7°36'54"W	3.09'
C3	30.00'	31.42'	59°59'58"	S28°45'05"W	30.00'
C4	10.00'	10.47'	59°59'58"	N28°45'05"E	10.00'
C5	30.00'	9.28'	17°43'37"	N7°36'54"E	9.25'
C6	10.00'	6.60'	37°49'54"	N2°26'14"W	6.48'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N88°48'04"E	157.44'	L18	S01°14'56"E	10.29'
L2	N17°11'39"E	247.31'	L19	N01°14'56"W	23.10'
L3	N46°49'35"E	22.79'	L20	N01°14'56"W	159.63'
L4	N00°53'45"W	61.95'	L21	N58°45'04"E	44.25'
L5	S88°48'04"W	173.24'	L22	N01°14'54"W	64.05'
L6	N88°48'04"E	30.00'	L23	N16°28'43"E	69.15'
L7	N88°48'04"E	370.65'	L24	N21°21'11"W	39.36'
L8	S00°53'45"E	62.11'	L25	S84°32'59"W	32.22'
L9	S18°46'01"W	155.12'	L26	N01°14'56"W	40.00'
L10	S16°25'48"W	109.09'	L27	N01°14'56"W	45.70'
L11	N88°48'04"E	395.63'	L28	N65°17'03"E	53.81'
L12	S16°25'48"W	40.27'	L29	N17°11'39"E	25.54'
L13	S39°56'17"W	50.52'			
L14	S21°21'11"E	39.36'			
L15	S16°28'43"W	69.15'			
L16	S01°14'54"E	64.05'			
L17	S58°45'04"W	55.79'			



### LEGEND

- - DENOTES FOUND MONUMENTATION
- - DENOTES 3/8" IRON ROD SET WITH PLASTIC CAP  
STAMPED "CDS/MUERY CA 5272" UNLESS OTHERWISE STATED
- ⊙ - DENOTES UNMONUMENTED POINT
- § - DENOTES SECTION LINE
- POB - DENOTES PLACE OF BEGINNING
- POC - DENOTES PLACE OF COMMENCEMENT
- - DENOTES SECTION AND QUARTER SECTION LINES
- ||||| - DENOTES PROPOSED EASEMENT LIMITS



EXHIBIT "A"

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# EXHIBIT "A"

## Legal Description:

A drainage easement lying in and being a part of Lot Two (2) and Lot Three (3), of Section Thirty-One (31), Township Twenty (20) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows;

Commencing at the Southwest corner of said Lot 2, the Northwest corner of said Lot 3, ; Thence North 88°48'04" East, along the common line of said Lot 2 and Lot 3, a distance of 157.44 feet to an un-monumented point in the south line of that certain 8.93 acre tract of land described in Book 536, Page 1611, and the north line of that certain 3.82 acre tract of land described in Book 1567, Page 328 to the point of beginning;

Thence the following Three (3) courses:

Thence North 17°11'39" East a distance of 247.31 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence North 46°49'35" East a distance of 22.79 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence North 00°53'45" West, a distance of 61.95 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272" in the north line of the said 8.93 acre tract from which a 3/4" iron rod found bears South 88°48'04" West a distance of 173.24 feet for the north west corner of the said 8.93 acre tract;

Thence North 88°48'04" East a distance of 30.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272" from which a 3/8" iron rod found bears North 88°48'04" East a distance of 370.65 feet for the Northeast corner of the said 8.93 acre tract;

Thence the following Eleven (11) courses:

Thence South 00°53'45" East a distance of 62.11 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence South 18°46'01" West a distance of 155.12 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence South 16°25'48" West a distance of 109.09 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272" from which a 5/8" iron rod found bears South 88°48'04" West a distance of 395.63 feet for the Southeast corner of the said 8.93 acre tract, the Northeast corner of the said 3.82 acre tract;

Thence South 16°25'48" West a distance of 40.27 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence South 39°56'17" West a distance of 50.52 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence South 21°21'11" East a distance of 39.36 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence along a curve to the right with an arc length of 19.81 feet having a radius of 30.00 feet, a Central Angle of 37°49'54" and a Chord which bears South 02°26'14" East a distance of 19.45 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence South 16°28'43" West a distance of 69.15 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence along a curve to the left with an arc length of 3.10 feet having a radius of 10.00 feet, a Central Angle of 17°43'37" and a Chord which bears South 07°36'54" West a distance of 3.09 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence South 01°14'54" East a distance of 64.05 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence along a curve to the right with an arc length of 31.42 feet having a radius of 30.00 feet, a Central Angle of 59°59'58" and a Chord which bears South 28°45'05" West a distance of 30.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence South 58°45'04" West a distance of 55.79 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272" from which a 3/8" iron rod found bears South 01°14'56" East a distance of 10.29 feet for the Southwest corner of the said 3.82 acre tract;

BEARING BASIS: GRID NORTH COORDINATE SYSTEM: OKLAHOMA STATE PLANE,  
NAD 1983(2011), EPOCH:2010 OKLAHOMA NORTH ZONE (HARN/OK, OK-NF)

ALL DISTANCES SHOWN ARE SURFACE. (GRID X 1.00008 = SURFACE)

## PUBLIC SERVICE COMPANY OF OKLAHOMA TULSA COUNTY, OKLAHOMA



CERTIFICATE OF  
AUTHORIZATION #  
5272

SCALE:

LINE NUMBER:

TLN114:0547

EASEMENT NUMBER:

DRAINAGE ESMT

DATE:

03-08-2023

SHEET:

3 OF 4

EXHIBIT "A"

Page 3 of 4

## EXHIBIT "A"

Thence North 01°14'56" West a distance of 23.10 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272" from which a 5/8" iron rod in concrete found bears North 01°14'56" West a distance of 159.63 feet for the a Northeast corner of the said 3.82 acre tract;

Thence the following eight (8) courses:

Thence North 58°45'04" East a distance of 44.25 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence along a curve to the left with an arc length of 10.47 feet having a radius of 10.00 feet, a Central Angle of 59°59'58" and a Chord which bears North 28°45'05" East a distance of 10.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence North 01°14'54" West a distance of 64.05 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence along a curve to the right with an arc length of 9.28 feet having a radius of 30.00 feet, a Central Angle of 17°43'37" and a Chord which bears North 07°36'54" East a distance of 9.25 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence North 16°28'43" East a distance of 69.15 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence along a curve to the left with an arc length of 6.60 feet having a radius of 10.00 feet, a Central Angle of 37°49'54" and a Chord which bears North 02°26'14" West a distance of 6.48 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence North 21°21'11" West a distance of 39.36 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence South 84°32'59" West a distance of 32.22 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272";

Thence North 01°14'56" West a distance of 40.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272" from which a 5/8" iron rod found bears North 01°14'56" West a distance of 45.70 feet for the most Northeast corner of the said 3.82 acre tract; Thence North 65°17'03" East a distance of 53.81 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272"; Thence North 17°11'39" East a distance of 25.54 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY CA 5272" to the point of beginning. Containing 0.490 of an acre, more or less.

Certificate of Survey;

This plat of survey meets the Oklahoma minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

*Kenneth E. Hauk* 3/8/23  
Kenneth E. Hauk, PLS #1300



BEARING BASIS: GRID NORTH COORDINATE SYSTEM: OKLAHOMA STATE PLANE,  
NAD 1983(2011), EPOCH:2010 OKLAHOMA NORTH ZONE (HARN/OK, OK-NF)

ALL DISTANCES SHOWN ARE SURFACE. (GRID X 1.00008 = SURFACE)

**PUBLIC SERVICE COMPANY OF OKLAHOMA**  
**TULSA COUNTY, OKLAHOMA**



CERTIFICATE OF AUTHORIZATION #	LINE NUMBER:	DATE:
5272	TLN114:0547	03-08-2023
SCALE:	EASEMENT NUMBER:	SHEET:
	DRAINAGE ESMT	4 OF 4



## PSO - Thomas to Ireland - POA Delegations 2022.pdf

DocVerify ID: 1667AE43-FAD6-4965-BF66-AD16CEB9F7D9  
Created: January 10, 2022 06:16:01 -8:00  
Pages: 1  
Remote Notary: Yes / State: OH

This document is a DocVerify VeriVaulted protected version of the document named above. It was created by a notary or on the behalf of a notary, and it is also a DocVerify E-Sign document, which means this document was created for the purposes of Electronic Signatures and/or Electronic Notary. Tampered or altered documents can be easily verified and validated with the DocVerify veriCheck system. This remote online notarization involved the use of communication technology.

Go to [www.docverify.com](http://www.docverify.com) at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

### E-Signature Summary

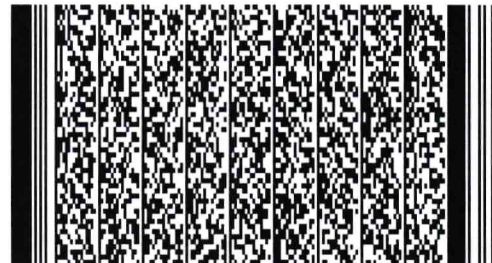
#### E-Signature 1: Toby Thomas (TLT)

January 10, 2022 06:47:26 -8:00 [A5C89146891B] [107.77.195.35]  
tthomas@aep.com (Principal) (Personally Known)

#### E-Signature Notary: S. Smithhisler (SRS)

January 10, 2022 06:47:26 -8:00 [4123CFE36501] [161.235.221.107]  
srsmithhisler@aep.com

I, S. Smithhisler, did witness the participants named above electronically sign this document.



**PUBLIC SERVICE COMPANY OF OKLAHOMA  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that Public Service Company of Oklahoma, an Oklahoma corporation, having an office in the City of Tulsa, State of Oklahoma ("PSO"), does hereby make, constitute and appoint P. Todd Ireland, Manager, Real Estate Asset Management of American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, Ohio 43215, its true and lawful attorney, for it, and in its name, place and stead to sign contracts, options, deeds, leases, easements, right-of-way agreements, licenses, permits, assignments, mortgages, releases, bills of sale, or other documents or instruments pertaining to the acquisition or disposition of interests in real estate and personal property, for and on behalf of PSO for such consideration and upon such terms as said attorney shall think fit, and to execute and deliver good and sufficient deeds or other instruments for the conveyance, assignment, transfer, mortgage, and release thereof and/or amendments to the same, as well as any and all closing documents, receipts, and instructions related to the same, giving and granting to its attorney full power and authority to do and perform all and every act and thing whatsoever, requisite, necessary and proper to be done in connection with the same, as fully, to all intents and purposes, as it might or could do, with full power of substitution and revocation, hereby ratifying and confirming all that its attorney, or his substitute, shall lawfully do, or cause to be done, by virtue hereof, effective as of December 1, 2021, provided, however, that said appointment as attorney and all authority and power granted hereby shall automatically, without any further notice or action by PSO, terminate and be revoked as of December 31, 2022.

IN WITNESS WHEREOF, Public Service Company of Oklahoma has caused its corporate name to be subscribed hereto by its Vice President this 10<sup>th</sup> day of January, 2022.

Public Service Company of Oklahoma

By: Toby Thomas  
Toby L. Thomas, Vice President

STATE OF OHIO :  
: SS  
COUNTY OF FRANKLIN :

This instrument was acknowledged before me on January 10, 2022, by Toby L. Thomas as Vice President of Public Service Company of Oklahoma, an Oklahoma corporation, on behalf of the corporation.



Notarial act performed by audio-visual communication

S Smithhisler  
Notary Public

My Commission Expires: April 29, 2024

#2602460v1

