

# Easement

Version 3.0 released on 8/3/21



ENC119767

**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 # 2304.00794

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 4.12.23

**Email**  
 courtneyjones@cityoftulsa.org

**Phone**  
 918-596-9549

**Easement Type**  
 Drainage

**Owner-Grantor**  
 SOM Properties, LLC

**Bid/Project Number**  
 IDP 125973

**Project Title**  
 Primrose School Tulsa

**Council District**  
 9

**Section**  
 29

**Township**  
 19

**Range**  
 13

**Addition**  
 WEIR ADDITION

**Lot**  
 1

**Block**  
 1

**Address**  
 2835 East Skelly Drive

**Parcel Number**  
 476

**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: 4.14.23

Date: 4/19/23

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

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

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

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

This Overland Drainage Easement is being donated by SOM Properties, LLC, an Oklahoma limited liability company, as a requirement of IDP 125973. The IDP for this project consists of a public waterline, sanitary sewer line and storm infrastructure for a commercial redevelopment. 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**

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, **SOM PROPERTIES, LLC, an Oklahoma limited liability company**, (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:

THE WEST 379.55 FEET OF LOT ONE (1), BLOCK ONE (1), WEIR  
ADDITION, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO  
THE RECORDED PLAT THEREOF,

(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 16<sup>th</sup> day of March, 2023.

**SOM PROPERTIES, LLC, an Oklahoma limited liability company,**

By: Kelli Miller  
Name: Kelli Miller  
Title: Managing Member

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF TULSA     )

Before me, the undersigned, a notary public, in and for said County and State on this 16<sup>th</sup> day of March, 2023, personally appeared **KELLI MILLER**, to me known to be the identical person who subscribed the name of **SOM PROPERTIES, LLC, an Oklahoma limited liability company**, as its **Managing Member**, 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 **SOM PROPERTIES, LLC, an Oklahoma limited liability company**, for the uses and purposes therein set forth.

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


Rachel E. Wanger  
Notary Public

My commission expires:

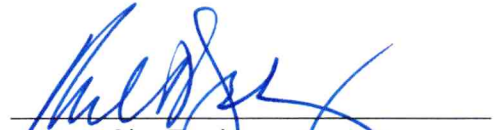
1/10/24



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ass't 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:



CMS

# LEGAL DESCRIPTION

A part of Lot One (1), Block One (1), WEIR ADDITION, to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows;

COMMENCING (P.O.C.) at the Southwest corner (SW/cor) of Lot One (1), Block One (1), WEIR ADDITION;

THENCE North 88°34'43" East along the south line of said Lot One (1), a distance of 22.44 feet to the POINT OF BEGINNING;

THENCE North 01°21'15" West a distance of 173.66 feet;

THENCE South 88°38'45" West a distance of 22.64 feet to the west line of said Lot One (1);

THENCE North 01°25'17" West along the west line of said Lot One (1), a distance of 15.00 feet;

THENCE North 88°38'45" East a distance of 37.66 feet;

THENCE South 01°21'15" East a distance of 39.36 feet;

THENCE North 63°45'27" East a distance of 95.15 feet;

THENCE North 88°14'28" East a distance of 143.43 feet;

THENCE South 01°45'32" East a distance of 15.00 feet;

THENCE South 88°14'28" West a distance of 140.18 feet;

THENCE South 63°45'27" West a distance of 98.85 feet;

THENCE South 01°21'15" East a distance of 132.75 feet to the south line of said Lot One (1);

THENCE South 88°34'43" West along the south line of said Lot One (1), a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 6,751.6 square feet or 0.155 acres, more or less.

Basis of bearings for this exhibit being the south line of Lot One (1), Block One (1), WEIR ADDITION, to the City of Tulsa, Tulsa County, Oklahoma, per Oklahoma State Plane Coordinate System, North Zone.

I, Lee Martin, of Wallace Design Collective, PC, certify that the attached legal description closes in accord with the existing records and is a true representation of the dedication as described. This legal description meets the minimum standards for legal descriptions as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Lee Martin 12.8.22

Lee Martin

LS 2004

CA 1460

Expires 06/30/2023

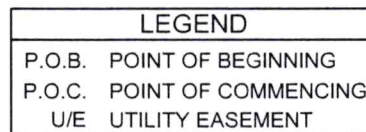
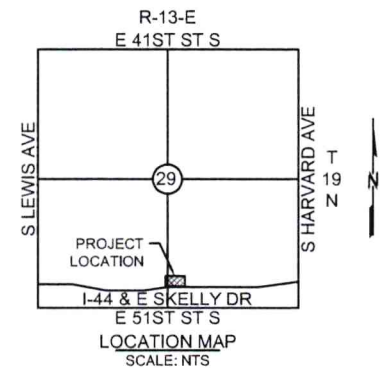


EXHIBIT "A"

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CMS

BEING A SUBDIVISION WITHIN THE S/2 OF SEC. 29, T.19N., R.13E., I.M.  
CITY OF TULSA, TULSA COUNTY, OKLAHOMA



- The basis of bearing being North 88°34'43" East as the South line of Lot One (1), Block One (1), WEIR ADDITION, to the City of Tulsa, Tulsa County, State of Oklahoma, per Oklahoma State Plane coordinate system, North Zone.
- This exhibit meets or exceeds 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.
- A title commitment, indicating applicable easements, has not been provided, therefore all easements may not be shown hereon.
- Last site visit 04-25-2022.



**wallace design collective, pc**  
structural • civil • landscape • survey  
410 north walnut avenue, suite 200  
oklahoma city, oklahoma 73104  
405.236.5858 • 800.364.5858  
wallace.design ok oa 1460

## Page 2 of 2

| DRAINAGE EASEMENT |             |      |
|-------------------|-------------|------|
| REV.              | DESCRIPTION | DATE |
|                   |             |      |
|                   |             |      |
|                   |             |      |

|             |         |       |        |
|-------------|---------|-------|--------|
| PROJECT NO. | 2140131 | SHEET | 2 OF 2 |
|-------------|---------|-------|--------|