

# Easement

Version 3.3 released on 6/29/23

DW 0120189

**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: 12.13.2023

☐ Posted

Item: 2312.02925

*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  
Public Works

Contact Name  
Courtney Jones

Email  
courtneyjones@cityoftulsa.org

Phone  
918-596-9549

Easement Type  
Drainage

Owner-Grantor  
Tio Chuy's Auto Sales, LLC

Bid/Project Number  
IDP 61857-2020

Project Title  
Tio Chuy's Auto Sales

Council District  
3

Section  
2

Township  
19

Range  
13

Addition  
UNPLATTED

Lot  
\_\_\_\_\_

Block  
\_\_\_\_\_

Address  
440 S. Memorial Drive E.

Parcel Number  
257-2020

Additional Information/Tracking Number  
\_\_\_\_\_

**Budget**

Contract Types

☒ No Payments Involved☐ Revenue Contracts☐ Expense Contracts

Funding Source(s) \_\_\_\_\_

DONATION: \_\_\_\_\_

TOTAL: \$0.00

**Approvals**

Department: \_\_\_\_\_  
 Legal: \_\_\_\_\_  
 Board: \_\_\_\_\_  
 Mayor: \_\_\_\_\_  
 Other: \_\_\_\_\_

Date: 11.16.23  
 Date: DEC. 4 XXII  
 Date: \_\_\_\_\_  
 Date: DEC 13 2023  
 Date: \_\_\_\_\_

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

This Overland Drainage easement is being donated by Tio Chuy's Auto Sales, LLC, an Oklahoma limited liability company, as a requirement of IDP 61857-2020. The IDP for this project consists of a storm sewer extension, a concrete flume, sidewalk, driveways and a fire hydrant as part of a commercial development. PDZ:MSL:swb

**Summation of the Requested Action**

Mayoral approval and City Council acceptance.

**Other Pertinent Details**

The easement is being processed after an internal audit of files which have been on hold due to various technical issues.

**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)

A23-5817

## OVERLAND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **TIO CHUY'S AUTO SALES, 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:

A tract of land located in the Northeast Quarter of the Southeast Quarter (NE/4 SE/4 of Section Two (2), Township Nineteen (19) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit:

COMMENCING at the Southeast corner of said NE/4 SE/4 of Section TWO (2); Thence North 00°05'28" West along the East line of said NE/4 SE/4 a distance of 717.89 feet; Thence North 90°00'00" West a distance of 50.00 feet; Thence North 90°00'00" West a distance of 10.00 feet; Thence North 00°05'28" West a distance of 141.89 feet to the POINT OF BEGINNING; Thence North 90°00'00" West for a distance of 297.00 feet; Thence North 00°05'28" West for a distance of 141.90 feet; Thence North 90°00'00" East for a distance of 297.00 feet; Thence South 00°05'28" East a distance of 141.90 feet to the POINT OF BEGINNING.

AND

A tract of land in the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section Two (2), Township Nineteen (19) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa, County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit:

COMMENCING at the Southeast corner of said Northeast Quarter of the Southeast Quarter (NE/4 SE/4); Thence Norther 0°05'28" West along the Easterly line thereof a distance of 859.78 feet to the POINT OF BEGINNING; Thence due West a distance of 357.00 feet; Thence South 0°05'28" East a distance of 141.89 feet; Thence due East a distance of 357.00 feet to a point on the Easterly line of said Northeast Quarter of the Southeast Quarter (NE/4 SE/4); Thence North 0°05'28" West along the Easterly line thereof, a distance of 141.89 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the Easterly 60.00 feet 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.

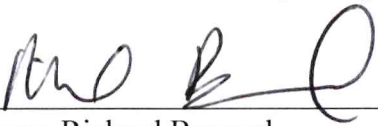
The City is hereby given and granted the exclusive possession of Second Property for the purposes aforesaid and Grantor, for itself and its successors and assigns, covenants and agrees that no building, structure, fence, wall or other above ground obstruction will be placed, erected, installed or permitted 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 2 day of November, 2023.



**TIO CHUY'S AUTO SALES, LLC,**  
an Oklahoma limited liability company

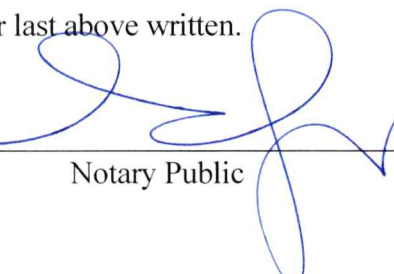
By:   
Name: Richard Barnard  
Title: President, CEO and Manager

STATE OF OKLAHOMA    )  
  ) ss.  
COUNTY OF TULSA     )

Before me, the undersigned, a Notary Public, in and for said County and State on this 2nd day of November, 2023, personally appeared Richard Barnard to me known to be the identical person who subscribed the name of **TIO CHUY'S AUTO SALES, LLC**, an Oklahoma limited liability company, to the foregoing as its President, CEO and 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 **TIO CHUY'S AUTO SALES, 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.



  
Notary Public

My commission expires:

10/22/25

**APPROVED AS TO FORM:**

*Swiney* (M. SWINEY)  
SENIOR ASSISTANT City Attorney

**APPROVED AS TO SUBSTANCE:**

*Crista Patrick*  
Director

**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 LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWO (2), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NE/4 SE/4 OF SECTION 2; THENCE N01°25'50"W AND ALONG THE EAST LINE OF SAID SECTION TWO (2) FOR A DISTANCE OF 717.89 FEET; THENCE S88°39'38"W FOR A DISTANCE OF 339.82 FEET TO THE POINT OF BEGINNING; THENCE S88°39'38"W FOR A DISTANCE OF 17.18 FEET; THENCE N01°25'50"W FOR A DISTANCE OF 283.79 FEET; THENCE N88°34'10"E FOR A DISTANCE OF 46.26 FEET; THENCE S45°56'39"W FOR A DISTANCE OF 50.64 FEET; THENCE S01°25'50"E FOR A DISTANCE OF 219.25 FEET; THENCE S21°11'24"E FOR A DISTANCE OF 24.24 FEET; THENCE S01°20'22"E A FOR A DISTANCE OF 7.46 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 3,347 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

LEGAL DESCRIPTION WAS PREPARED ON OCTOBER 22, 2020 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE EAST LINE OF SECTION 2 AS N01°25'50"W.

### SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT, OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND THAT THE SURVEY OF THE REAL PROPERTY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 22ND DAY OF OCTOBER, 2020.



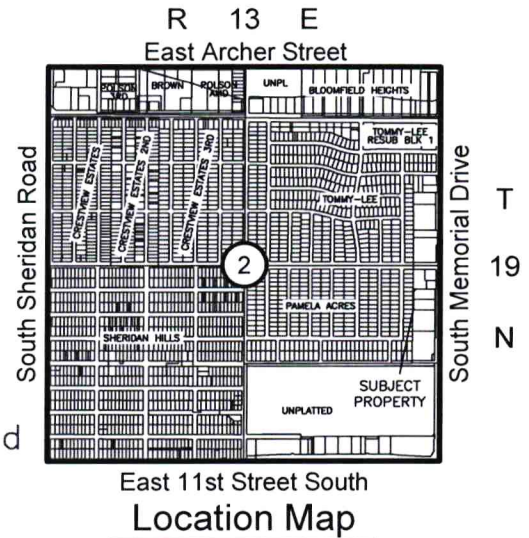
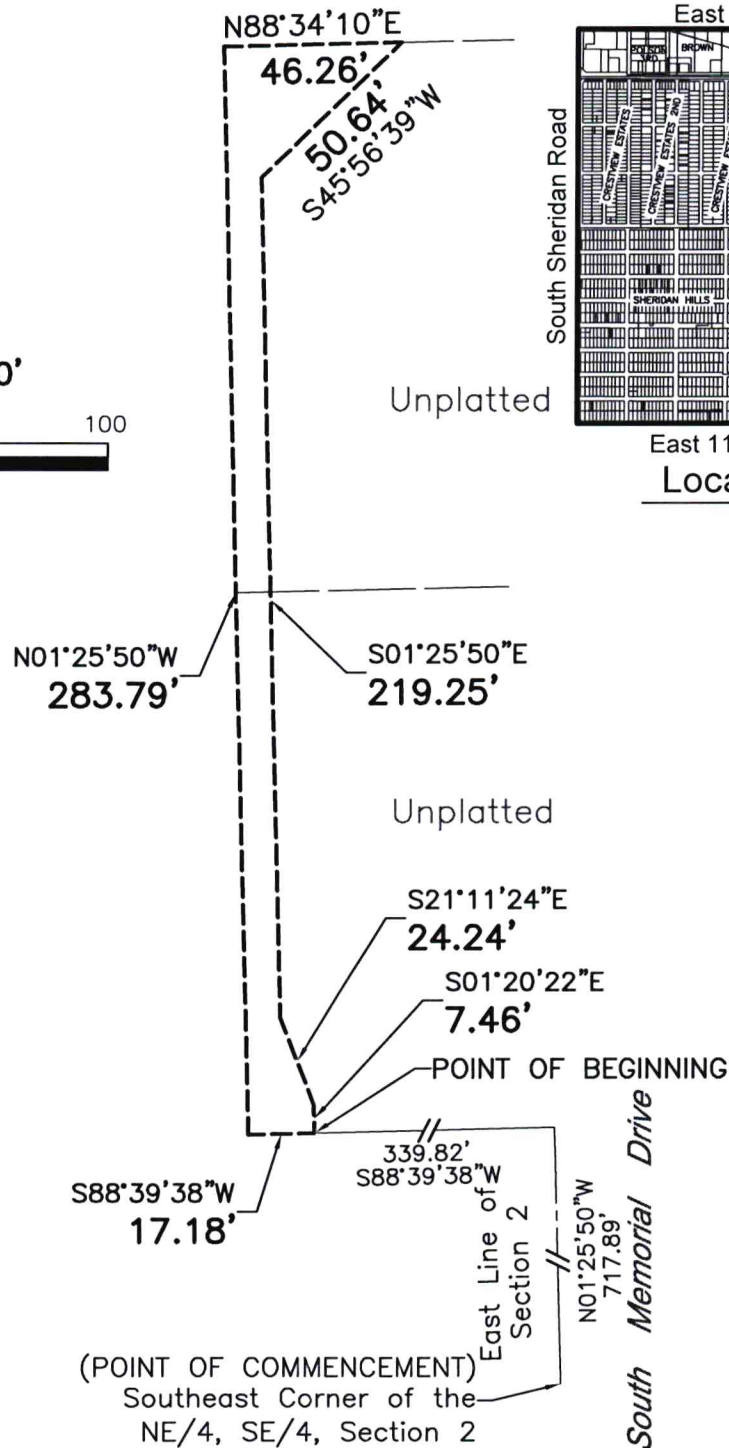
*Cliff Bennett*

CLIFF BENNETT, PLS  
OKLAHOMA NO.1815  
CERT. OF AUTH. NO. 4502  
EXP. DATE JUNE 30, 2022

# OVERLAND DRAINAGE EASEMENT



**Scale: 1"=50'**



FILE: 201770 LG-1A

## Notes

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE EAST LINE OF SECTION TWO (2) AS N01°25'50"W.
2. SEE EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.



**EXHIBIT "A"**





S MEMORIAL DR

IDP 61857-2020  
TIO CHUY'S AUTO SALES

ESMT 257-2020  
PARCEL 2  
OVERLAND DRAINAGE  
EASEMENT

ESMT 258-2020  
PARCEL 1  
UTILITY  
EASEMENT

S 80TH E AV

SALE BY