

# Easement

Version 3.3 released on 6/29/23



PWO120602

<b>CITY COUNCIL USE ONLY</b>		<b>CITY CLERK USE ONLY</b>	
Date Received: _____	Tracking #: _____	<input type="checkbox"/> Scanned	Date: <u>06.20.2024</u>
Committee Date: _____	Committee: _____	<input type="checkbox"/> Posted	Item #: <u>2406.01597</u>
1 <sup>st</sup> Agenda Date: _____	Hearing Date: _____		
	2 <sup>nd</sup> Agenda Date: _____		

All department items requiring Council approval must be submitted through the Mayor's Office.

## Primary Details

<b>Board Approval</b>		<b>Other Board Name</b>	<b>City Council Approval</b> <input checked="" type="radio"/> Yes <input type="radio"/> No
<b>Department</b> Public Works	<b>Contact Name</b> Courtney Jones <u>6.3.24</u>	<b>Email</b> courtneyjones@cityoftulsa.org	<b>Phone</b> 918-596-9549
<b>Easement Type</b> Drainage		<b>Owner-Grantor</b> JMDH Real Estate of Tulsa, LLC	
<b>Bid/Project Number</b> IDP 139434	<b>Project Title</b> Restaurant Depot		<b>Council District</b> 5
<b>Section</b> 27	<b>Township</b> 19	<b>Range</b> 13	<b>Addition</b> RICHLAND ADDITION AMENDED
<b>Lot</b> 6	<b>Block</b>	<b>Address</b> 4515 South Lakewood Avenue East	
<b>Parcel Number</b> 539	<b>Additional Information/Tracking Number</b>		

## Budget

<b>Contract Types</b>	<b>Funding Source(s)</b>	<b>DONATION:</b>
<input checked="" type="radio"/> No Payments Involved		<b>TOTAL:</b> \$0.00
<input type="radio"/> Revenue Contracts		
<input type="radio"/> Expense Contracts		

## Approvals

<b>Department:</b> _____	<b>Date:</b> <u>6/10/2024</u>
<b>Legal:</b> <u>Caroline H Wood</u>	<b>Date:</b> <u>6/13/24</u>
<b>Board:</b> _____	<b>Date:</b> _____
<b>Mayor:</b> <u>[Signature]</u>	<b>Date:</b> <u>JUN 20 2024</u>
<b>Other:</b> _____	<b>Date:</b> _____

## Policy Statement

**Background Information**  
This Drainage easement is being donated by JMDH Real Estate of Tulsa, LLC, a Delaware limited liability company, as a requirement of IDP 139434. These easements, including off-site easements, are required for infrastructure developments including sanitary sewer, potable water, and storm water mitigation at the Restaurant Depot Development in Tulsa.

PDZ: [Signature] MSL: [Signature] 6/3/24 swb

**Summation of the Requested Action**  
Mayoral approval and City Council acceptance.

**Other Pertinent Details**

## Processing Information for City Clerk's Office

<b>Post Execution Processing</b>	<b>Additional Routing, Processing or Contact Details</b>
<input type="checkbox"/> Mail vendor copy (add'l signature copies attached)	Original to be picked up by Courtney Jones for further processing. (6-9549)
<input checked="" type="checkbox"/> Must be filed with other governmental entity	
<input type="checkbox"/> Add'l governmental entity approval(s) required	

# DRAINAGE EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **JMDH REAL ESTATE OF TULSA, LLC, a Delaware limited liability company**, (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 Ten Dollars (\$10.00) 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.

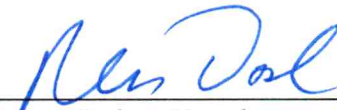
Drainage facilities constructed in said Drainage Easement shall be in accordance with standards prescribed by the City. The above-ground portion of said Drainage Easement shall be maintained by the Second Party, its successors and assigns, at its cost in accordance with standards prescribed by the City. 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,

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 21<sup>st</sup> day of March, 2024.

**JMDH REAL ESTATE OF TULSA, LLC,  
a Delaware limited liability company**

By:   
Name: Ruben Vogel  
Title: Chief Operating Officer\*

\* See Exhibit "B" for signature authority

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

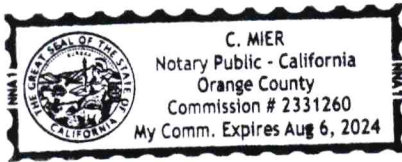
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On 3/21/2024 before me, C. Mier, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Ruben Vogel  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Drainage Easement  
Document Date: \_\_\_\_\_ Number of Pages: five  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**APPROVED AS TO FORM:**

*Assist.* Caroline F. Wolf  
City Attorney

**APPROVED AS TO SUBSTANCE:**

[Signature]  
Director

**ACCEPTED BY CITY COUNCIL:**

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

BY: \_\_\_\_\_  
Name: Jeannie Cue  
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 \_\_\_\_\_, 2024, personally appeared Jeannie Cue, 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

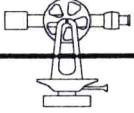
My commission expires:  
\_\_\_\_\_

STATE OF OKLAHOMA    )  
  ) ss.  
COUNTY OF TULSA     )

Before me, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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:  
\_\_\_\_\_



# WHITE SURVEYING COMPANY

JLH

9936 East 55th Place • Tulsa, Oklahoma 74146 • (918) 663-6924 fax (918) 664-8366  
mailing address: P.O. Box 471675 Tulsa, Oklahoma 74147-1675

## OFFSITE DRAINAGE EASEMENT

A 15-foot wide drainage easement, being a portion of a tract of land described in General Warranty Deed recorded in Document No. 1993045685 in the Clerk's Office of Tulsa County, Oklahoma (COTCO), being a portion of the South half of Lot 6 of the Amended Plat of Richland Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof: BEGINNING at the Southeast corner of said tract, also, being the Northeast corner of Lot 2, Block 1, South Sheridan Plaza, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof; THENCE along the South line of said Lot 6, South 88°36'29" West, 290.00 feet; THENCE North 01°34'51" West, 15.00 feet; THENCE parallel to and 15.00 feet Northerly from said South line, North 88°36'29" East, 290.06 feet; THENCE, South 01°20'29" East, 15.00 feet to the POINT OF BEGINNING, containing 4,350 square feet or 0.10 acres, more or less.

### REAL PROPERTY CERTIFICATION

I, John L. Libby, Jr. of White Surveying Company, a Registered Professional Land Surveyor in the State of Oklahoma, certify that the attached plat of survey is a true representation of the easement as described, and meets the minimum technical standards for land surveying of the state of Oklahoma, is based upon the Oklahoma State Plane Coordinate System North Zone 3501 NAD 83 (2011) and the East line of Lot 1, Block 1, South Sheridan Plaza, being South 01°35'59" East, closes in accord with existing records.

Date of last site visit: August 17, 2022.

9/22/2023  
Date



[Signature]  
John L. Libby, Jr.  
RPLS No. 1806  
White Surveying Company  
C.A. No. 1098

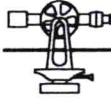
#### Index:

Sheet 1 of 2: Offsite Drainage Easement  
Sheet 2 of 2: Offsite Drainage Easement

Description.  
Exhibit.

**EXHIBIT "A"**  
Page 1 of 2

JBH



# WHITE SURVEYING COMPANY

• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 683-6924



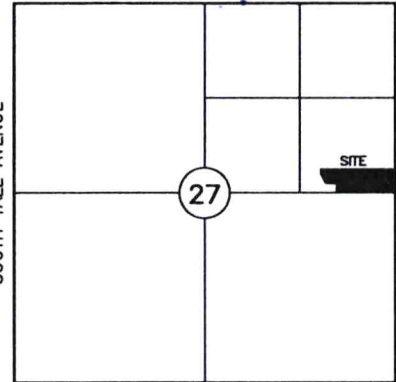
1"=50'

## OFFSITE DRAINAGE EASEMENT

PART OF S/2 LOT 6,  
AMENDED RICHLAND ADDITION,  
CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

R 13 E

EAST 41ST STREET



SOUTH SHERIDAN ROAD

T 19 N

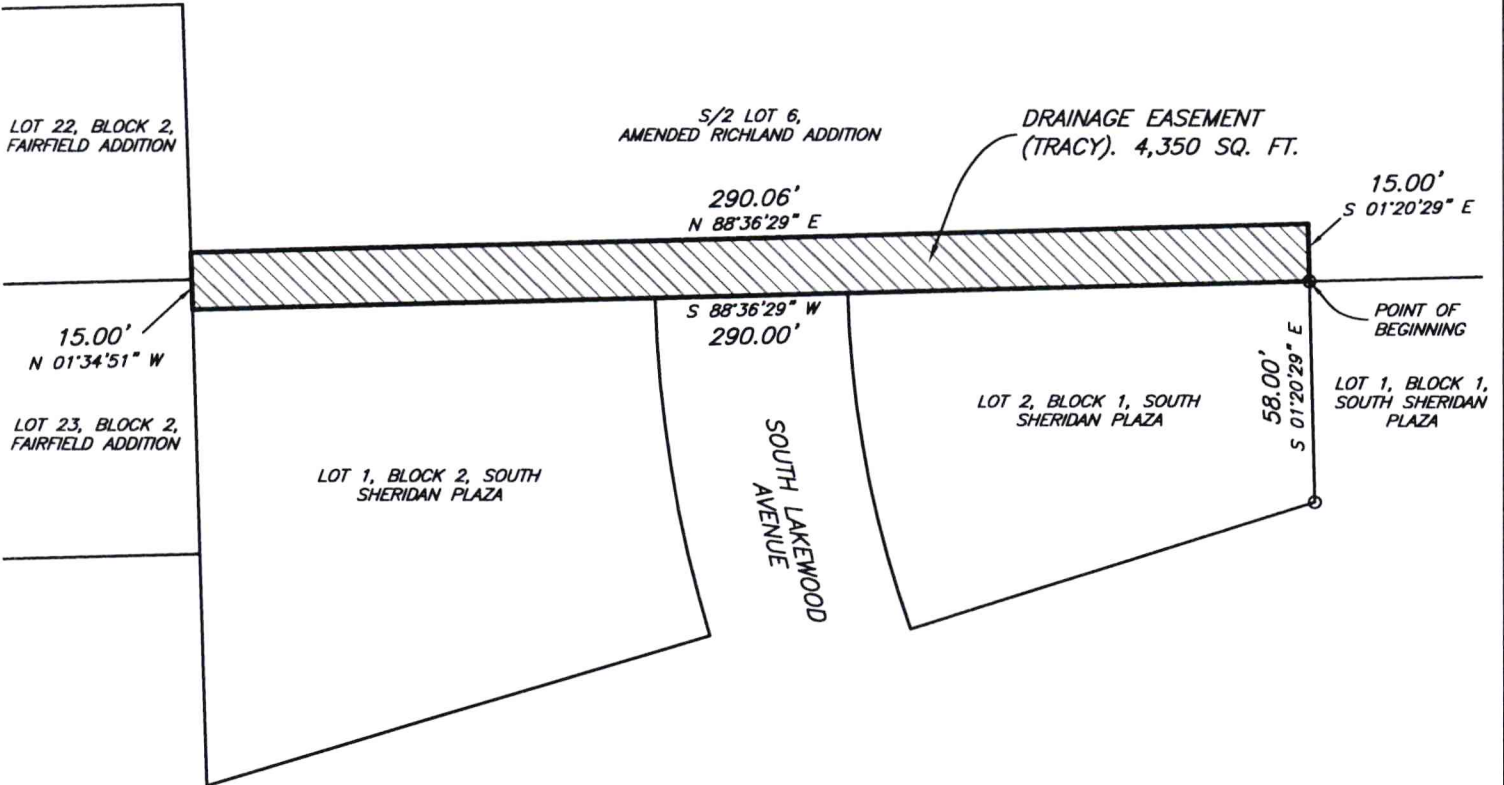
EAST 51ST STREET

### GENERAL NOTES

THE BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) AND THE EAST LINE OF LOT 2, BLOCK 1, SOUTH SHERIDAN PLAZA, BEING SOUTH 01°35'59" EAST.

DATE OF LAST SITE VISIT: AUGUST 17, 2022.

○ DENOTES 3/8" IRON PIN WITH CAP "WHITE CA 1098"



WHITE SURVEYING COMPANY  
CERTIFICATE OF AUTHORIZATION  
NO. CA1098



BY:   
REGISTERED PROFESSIONAL LAND  
SURVEYOR OKLAHOMA NO. 1806

DATE: 9/22/23

EXHIBIT "A"  
Page 2 of 2

**JMDH REAL ESTATE OF TULSA, LLC**  
**(A Delaware limited liability company)**

**CONSENT OF SOLE MEMBER**

Pursuant to the provisions of the Delaware Limited Liability Company Act, the undersigned, being the sole member of **JMDH REAL ESTATE OF TULSA, LLC**, a Delaware limited liability company (the "Company"), hereby consents and agrees that the following resolution be, and they hereby are, adopted as the resolution of the sole member of the Company on this 13th day of April 2022:

**WHEREAS**, the Member deems it advisable and in the Company's best interest to be managed by a Board of Directors;

**NOW THEREFORE BE IT RESOLVED** that the business and affairs of the LLC shall be managed by or under the direction of a Board of Directors (the "Board"). Subject only to any limitations or consent rights set forth in this Agreement or otherwise required by the Act, the Board shall have the full and complete authority, power and discretion to manage and control the business, affairs and properties of the LLC, to make all decisions affecting the business and affairs of the LLC and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the LLC as set forth herein.

**FURTHER RESOLVED**, that the Board shall be composed of one or more persons selected, from time to time by the Members. Each member of the Board shall be elected by at least a Majority in Interest of the Members. Each Board member shall serve for a term of two years or until his or her successor has been appointed, unless such member resigns or is terminated by a Majority in Interest of the Members. The Majority in Interest of Members may terminate a Board member at any time with or without cause. Vacancies shall be filled by the Members as aforesaid.

**FURTHER RESOLVED**, that the Board may provide, by resolution, the time and place, either within or outside of State, for the holding of regular meetings without notice other than such resolution.

**FURTHER RESOLVED**, that special meetings of the Board may be called by or at the request of any member of the Board. Each member of the Board authorized to call special meetings of the Board may fix any place, either within or outside of State, as the place for holding any special meeting, as set forth in a notice delivered to each other member of the Board.

**FURTHER RESOLVED**, that all regular or special meetings may be held by telephone or other electronic or similar devices so long as all participants are able to hear and be heard by the other participants.

**FURTHER RESOLVED**, that any action of the Board may be effected by the affirmative vote of the majority of the members of the Board.

**FURTHER RESOLVED**, that any action that the Board may take at a meeting duly held may be taken by the written consent of the majority of the members of the Board.

**FURTHER RESOLVED**, that except as limited by law and subject to the provisions of this Section, each member of the Board, each Member and each officer of the LLC, and each person or entity who formerly was a member of the Board, a Member or an officer (as to any actions or inactions arising during the period they were in such roles) (collectively, the "Indemnitees") shall be entitled to be indemnified and held harmless on an as incurred basis by the LLC to the fullest extent permitted under the Act (including any amendment to the Act but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than such law permitted the LLC to provide prior to such amendment) against all losses, liabilities and expenses, including attorneys' fees and expenses, arising from claims, actions and proceedings in which such person or entity may be involved, as a party or otherwise, by reason of his or her being or having been a member of the Board, a Member or officer of the LLC. The rights of indemnification provided in this Section will be in addition to any rights to which such person or entity may otherwise be entitled by contract or as a matter of law and shall extend to his or her successors and assigns. In particular, and without limitation of the foregoing, such person or entity shall be entitled to indemnification by the LLC against expenses (as incurred), including attorneys' fees and expenses, incurred by such person or entity upon the delivery by such person or entity to the LLC of a written undertaking (reasonably acceptable to the Board) to reimburse such expenses if it is ultimately determined that such person or entity is not entitled to indemnification.

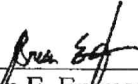
**FURTHER RESOLVED**, that that the following persons are hereby elected to the initial Board of Directors, to be a Director at the pleasure of the member:

**Board Member Name**

Stanley Fleishman  
Brian E. Emmert  
Richard G. Kirschner

Dated: April 13, 2022

JRD REAL ESTATE VII, LLC, its sole member

  
\_\_\_\_\_  
Brian E. Emmert; CFO, Secretary and Treasurer

JMDH REAL ESTATE OF TULSA, LLC  
(A Delaware Limited Liability Company)

UNANIMOUS CONSENT OF DIRECTORS

Pursuant to the provisions of the Delaware Limited Liability Act the undersigned, being all the directors of **JMDH REAL ESTATE OF NEW TULSA, LLC**, a Delaware limited liability company (the "Company"), hereby consent and agree that the following resolutions be, and hereby are, adopted as the resolutions of the Board of Directors of the limited liability company (the "Board"):


**RESOLVED**, that Ruben Vogel is hereby authorized to sign, deliver, and execute any document or agreements and has full signing authority with respect thereto of this Company to whom the Board delegates such authority.

**FURTHER RESOLVED**, that the proper officers of the Company are hereby, authorized to execute such documents and do such acts as may be necessary or desirable to carry out the intent of the foregoing resolutions.


**IN WITNESS WHEREOF**, the undersigned, being all the directors of the Company, executed this written consent as this 6th day of November 2023.



Stanley Fleishman

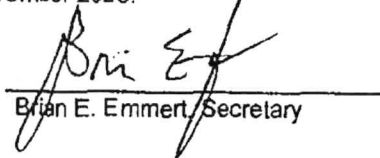


Richard Kirschner

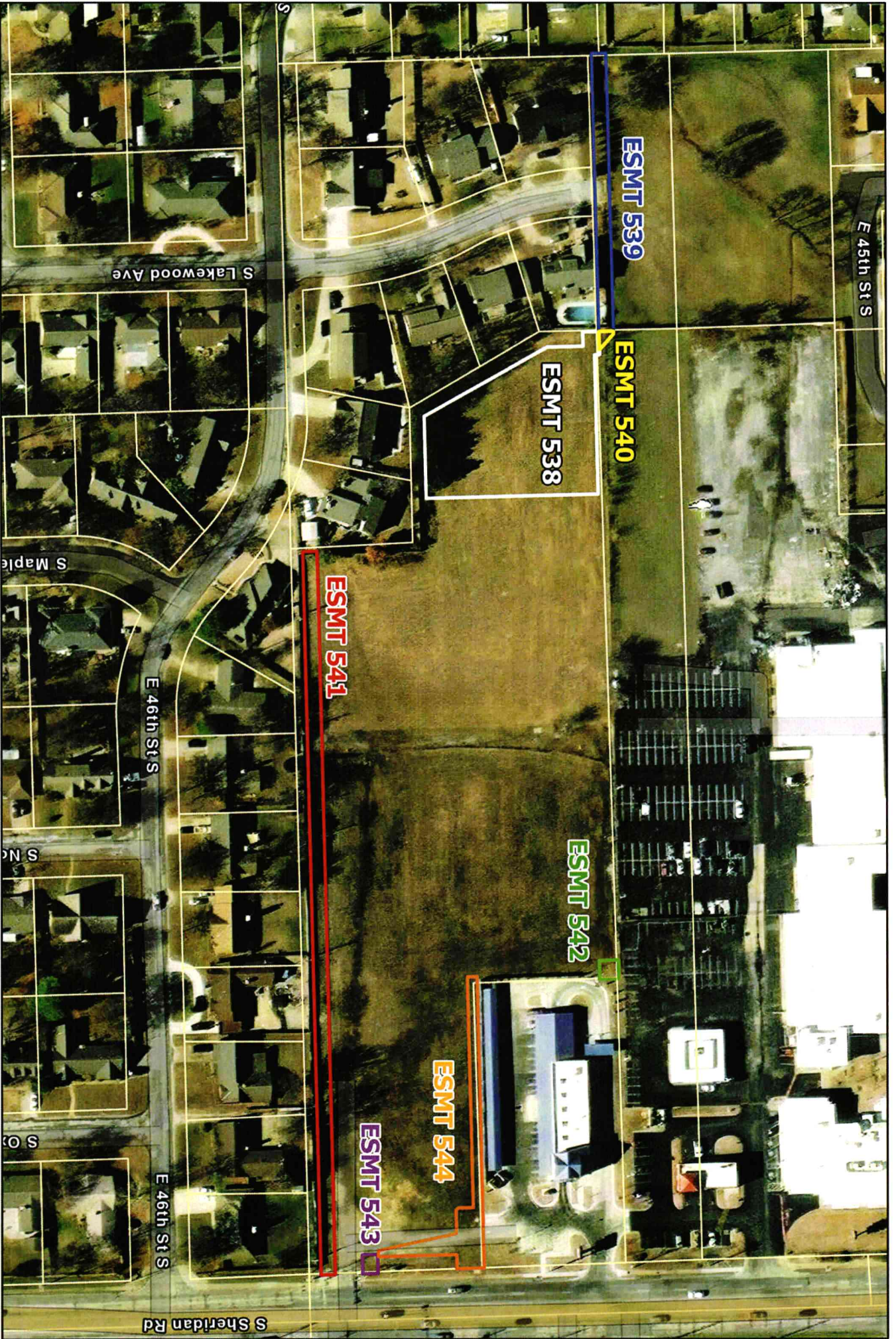


Brian Emmert

The foregoing Unanimous Consent of Directors was executed pursuant to the Delaware Limited Liability Act and delivered to the undersigned for filing with the minutes of proceedings of the Board of Directors of the Company on this 6th day of November 2023.



Brian E. Emmert, Secretary



**OVERALL SITE MAP**

**IDP 139434 ESMTs 538 to 544**

**IN SE/4 NE/4**

**SEC 27 T19N R13E**

**NTS**

