

# Easement

Version 3.3 released on 6/29/23



PWO1206600

**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: 07.10.2024

☐ Posted

Item #: 2407.01768

*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 6.18.24

Email  
courtneyjones@cityoftulsa.org

Phone  
918-596-9549

Easement Type  
Detention

Owner-Grantor  
Independent School District No. 1 of Tulsa County, Oklahoma

Bid/Project Number  
IDP 105204

Project Title  
Booker T Washington Tennis Complex

Council District  
1

Section  
30

Township  
20

Range  
13

Addition  
BOOKER T. WASHINGTON

Lot  
1

Block  
1

Address  
1514 East Zion Street North

Parcel Number  
394

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: 6/21/2024

Date: 6-28-2024

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

Date: JUL 10 2024

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

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

This Detention easement is being donated by Independent School District No. 1 of Tulsa County, Oklahoma, as a requirement of IDP 105204. The IDP for this project includes a new detention pond, a waterline extension, and a fire hydrant in conjunction with a new tennis court and a parking lot expansion at the high school.

PDZ: 6/21/24 MSL: 6/20/24 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)

## DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA, a/k/a TULSA PUBLIC SCHOOLS**, (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 IN LOT ONE (1), BLOCK ONE (1), BOOKER T. WASHINGTON, SECTION 30, TOWNSHIP 20 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), BOOKER T. WASHINGTON; THENCE S 88°26'29" W AND ALONG THE NORTH LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 661.59 FEET; THENCE S 83°44'10" W FOR A DISTANCE OF 86.69 FEET TO THE POINT OF BEGINNING; THENCE S 64°33'50" W FOR A DISTANCE OF 46.77 FEET; THENCE N 00°47'48" W FOR A DISTANCE OF 21.55 FEET; THENCE N 89°31'24" E FOR A DISTANCE OF 33.37 FEET; THENCE S 79°13'36" E FOR A DISTANCE OF 9.33 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN LOT ONE (1), BLOCK ONE (1), BOOKER T. WASHINGTON, SECTION 30, TOWNSHIP 20 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT ONE (1) IN BLOCK ONE (1), BOOKER T. WASHINGTON; THENCE S 88°26'29" W AND ALONG THE NORTH LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 410.49 FEET; THENCE S 00°00'00" W FOR A DISTANCE OF 17.51 FEET TO THE POINT OF BEGINNING; THENCE S 00°00'00" E FOR A DISTANCE OF 92.40 FEET; THENCE S 61°59'02" W FOR A DISTANCE OF 53.34 FEET; THENCE N 28°00'58" W FOR A DISTANCE OF 91.92 FEET; THENCE S 88°26'29" W FOR A DISTANCE OF 141.28 FEET; THENCE N 79°13'36" W FOR A DISTANCE OF 116.35 FEET; THENCE N 64°33'50" E FOR A DISTANCE OF 33.86 FEET; THENCE S 79°13'36" E FOR A DISTANCE OF 86.87 FEET; THENCE N 88°26'29" E FOR A DISTANCE OF 151.51 FEET; THENCE S 28°00'58" E FOR A DISTANCE OF 84.31 FEET; THENCE N 61°59'02" E FOR A DISTANCE OF 21.33 FEET; THENCE N 00°00'00" E FOR A DISTANCE OF 79.84 FEET; THENCE N 88°26'29" E FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

(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 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 Detention Easement shall be in accordance with standards prescribed by the City. Said 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 Detention Easement shall include mowing and removal of any obstacles that impede the flow of water over and through the Detention Easement. In the event said Grantor, its successors and assigns, should fail to adequately and properly maintain said 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 Detention Easement without approval of the City. However, the 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 15<sup>th</sup> day of April, 2024.



INDEPENDENT SCHOOL DISTRICT NO. 1  
OF TULSA COUNTY, OKLAHOMA, a/k/a  
TULSA PUBLIC SCHOOLS

By: [Signature]  
Name: Stacey Woolley  
Title: President Board of Education

Attest: [Signature]  
Clerk-Board of Education

STATE OF OKLAHOMA     )  
  ) ss  
COUNTY OF TULSA     )

Acknowledged before me this 15 day of April, 2024, by Stacey Woolley, as President of the Board of Education, of Independent School District No. 1 of Tulsa County, Oklahoma, a/k/a Tulsa Public Schools, on behalf of the School District.

[Signature]  
Notary Public

My Commission Expires: Feb. 01, 2027



**APPROVED AS TO FORM:**

*Audrey D Blanke*  
Asst City Attorney

**APPROVED AS TO SUBSTANCE:**

*John*  
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:

\_\_\_\_\_

# Detention Easement

## Exhibit "A"

SHEET 1 OF 2

### LEGAL DESCRIPTION

A TRACT OF LAND IN LOT 1 BLOCK 1, OF BOOKER T. WASHINGTON, SECTION 30, TOWNSHIP 20 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, BOOKER T. WASHINGTON; THENCE S01°04'30"E AND ALONG EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 418.06 FEET TO THE POINT OF BEGINNING; THENCE S01°04'30"E AND ALONG EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 250.00 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 120.00 FEET; THENCE N00°59'48"W FOR A DISTANCE OF 19.51 FEET; THENCE N44°39'30"W FOR A DISTANCE OF 7.29 FEET; THENCE N01°04'30"W FOR A DISTANCE OF 28.78 FEET; THENCE N42°26'53"E FOR A DISTANCE OF 7.26 FEET; THENCE N01°04'30"W FOR A DISTANCE OF 110.84 FEET; THENCE N44°39'30"W FOR A DISTANCE OF 17.41 FEET; THENCE N01°04'30"W FOR A DISTANCE OF 30.00 FEET; THENCE N42°30'30"E FOR A DISTANCE OF 17.41 FEET; THENCE N01°04'30"W FOR A DISTANCE OF 25.11 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 30,676 FEET OR 0.70 ACRES, MORE OR LESS.

### BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS EXHIBIT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501).

### SURVEYOR'S CERTIFICATE

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH THE EXISTING REQUIREMENTS AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 22<sup>ND</sup> DAY OF FEBRUARY 2024.



*R. Wesley Bennett*

R. WESLEY BENNETT, P.L.S.  
OKLAHOMA NO. 1562  
CERT. OF AUTH. NO. 1460  
EXP. DATE JUNE 30, 2025

SURVEYOR'S LAST SITE VISIT: NOVEMBER 18, 2013

EXHIBIT "A"  
Page 1 of 2



wallace  
design  
collective

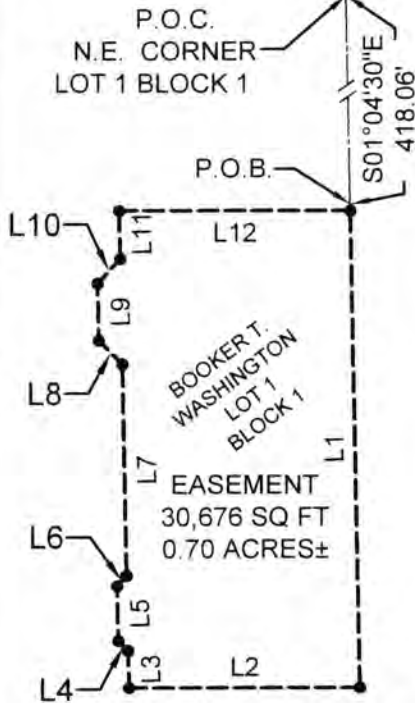
wallace design collective, pc  
architectural - civil - landscape - survey  
221 North Main Street, Suite 100  
Tulsa, Oklahoma 74103  
918.334.5858 FAX 918.364.5359  
wallacedesign.com



ORIG SIZE: 8.5"X11" PLOT: 2/22/2024 10:12:12 AM \\BEN-NAS-01\Root\Jobs\000 Archive 2021\214870-Booker T Washington WL Ease-Wallace\Final drawings\214870DE 02-22-24.dwg

**PLAT OF SURVEY**  
**Detention Easement Exhibit "A"**  
SHEET 2 OF 2

A PART OF LOT ONE (1), BLOCK ONE (1), BOOKER T.  
WASHINGTON, SECTION 30, TOWNSHIP 20 NORTH, RANGE 13  
EAST (I.B.&M.), CITY OF TULSA, TULSA COUNTY, OKLAHOMA



Line Table		
Line #	Length	Direction
L1	250.00	S01°04'30"E
L2	120.00	N90°00'00"W
L3	19.51	N00°59'48"W
L4	7.29	N44°39'30"W
L5	28.78	N01°04'30"W
L6	7.26	N42°26'53"E
L7	110.84	N01°04'30"W
L8	17.41	N44°39'30"W
L9	30.00	N01°04'30"W
L10	17.41	N42°30'30"E
L11	25.11	N01°04'30"W
L12	120.00	N90°00'00"E

**LEGEND**

- P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
● = SET 3/8" IRON PIN  
— — — — — BUILDING SETBACK LINE  
— — — — — ROAD RIGHT-OF-WAY  
— — — — — ROAD CENTERLINE  
— — — — — SECTION LINE  
— — — — — SUBDIVISION LOT LINE  
- - - - - DETENTION EASEMENT

**BASIS OF BEARINGS**

THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE  
COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501).

**SURVEYOR'S LAST SITE VISIT:**

NOVEMBER 18, 2013.

**CERTIFICATION**

I, R. WESLEY BENNETT HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT  
SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF  
SURVEY 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 FEBRUARY 2024.



*R. Wesley Bennett*  
R. WESLEY BENNETT P.L.S.  
OKLAHOMA NO. 1562  
CERT. OF AUTH. NO. 1460  
EXP. DATE JUNE 30, 2025



wallace  
design  
collective

wallace design collective, pc  
structural · civil · landscape · survey  
123 north martin luther king jr. blvd.  
tulsa, oklahoma 74103  
918.584.5858 · 800.364.5858  
wallace.design

EXHIBIT "A"  
Page 2 OF 2





FILE NO: IDP 105204; ESMT 394

DETENTION EASEMENT

IN NE/4 SE/4 NW/4

SECTION 30, T20N, R13E

LOT 1, BLOCK 1, BOOKER T WASHINGTON

BOOKER T WASHINGTON TENNIS COMPLEX

CLOSES 03/12/2024 NAM

