

Easement

Version 3.3 released on 6/29/23



PW0120778

CITY COUNCIL USE ONLY

Date Received: _____
 Committee Date: _____
 1st Agenda Date: _____

Tracking #: _____

Committee: _____

Hearing Date: _____

2nd Agenda Date: _____**CITY CLERK USE ONLY**☐ Scanned

Date: 10.02.2024

☐ Posted

Item: 2410.02596

*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 08.07.24

Email
 courtneyjones@cityoftulsa.org

Phone
 918-596-9549

Easement Type
 Drainage

Owner-Grantor
 Veritas 91st and Mingo, LLC

Bid/Project Number
 IDP 142688

Project Title
 Veritas 91st & Mingo

Council District
 7

Section
 19

Township
 18

Range
 14

Addition
 UNPLATTED

Lot**Block**

Address
 9816 E. 91 ST S.

Parcel Number
 631

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:****Date:****Date:****Date:****Date:****Policy Statement****Background Information**

This Overland Drainage easement is being donated by Veritas 91st and Mingo, LLC, an Oklahoma limited liability company, as a requirement of IDP 142688. This overland drainage easement is required for infrastructure improvements including floodplain protection, private detention, and sanitary sewer at Veritas 91st & Mingo in Tulsa.

PDZ: [Signature] MSL: [Signature] 8/9/24 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)

OVERLAND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **VERITAS 91ST AND MINGO, 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 that is part of the North 330.00 feet of Government Lot One (1) in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, City of Tulsa, Tulsa County, State of Oklahoma, according to the U. S. Government Survey thereof, said tract of land being described as follows:

COMMENCING at the Northwest Comer of said Northwest Quarter (NW/4);

Thence South 01°10'47" East along the Westerly line of said NW/4 for 330.00 feet;

Thence North 88°57'19" East for 58.00 feet to a point on the Easterly Right-of-Way line of South Mingo Road;

Thence North 01°10'47" West parallel with the Westerly line of said NW/4 and along said Easterly Right-of-Way line for 234.94 feet;

Thence North 43°35'28" East along said Easterly Right-of-Way line for 63.32 feet to a point on the Southerly Right-of-Way line of East 91st Street South;

Thence North 88°57'19" East parallel with and 50.00 feet Southerly of the Northerly line of said NW/4 and along said Southerly Right-of-Way line for 270.40 feet to the POINT OF BEGINNING of said tract of land;

Thence continuing North 88°57'19" East parallel with and 50.00 feet Southerly of the Northerly line of said NW/4 and along said Southerly Right-of-Way line for 364.77 feet;

Thence South 01°02'41" East along said Southerly Right-of-Way line for 10.00 feet;

Thence North 88°57'19" East parallel with and 60.00 feet Southerly of the Northerly line of said NW/4 and along said Southerly Right-of-Way line for 178.32 feet to a point on the Westerly line of Lot One (1), Block One (1), STRINGER NURSERY AND GARDENS, a Subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof;

Thence South 01°22'17" East along said Westerly line and along the Westerly lines of Reserve "A", Lot One (1) and Lot Two (2), Block One (1), SOUTH TULSA MEDICAL

OFFICE CENTER, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof, for 270.00 feet;

Thence South 88°57'19" West along the most Northerly Southerly line of Lot 2, TULSA MEDICAL OFFICE CENTER, and a Westerly Extension thereof for 543.96 feet;

Thence North 01°10'47" West for 280.00 feet to the POINT OF BEGINNING of said tract of land.

(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 16th day of July, 2024.

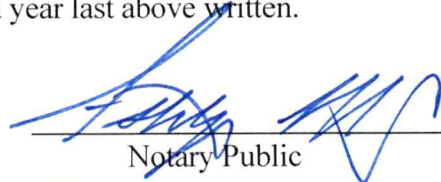
VERITAS 91ST AND MINGO, LLC,
an Oklahoma limited liability company,

By: 
Name: Ryan McNeill
Title: Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of July, 2024, personally appeared **Ryan McNeill**, known to be the identical person who subscribed the name of **VERITAS 91ST AND MINGO, LLC, an Oklahoma limited liability company**, to the foregoing as its 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 **VERITAS 91ST AND MINGO, 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:
6/14/25



APPROVED AS TO FORM:



Assistant City Attorney

APPROVED AS TO SUBSTANCE:



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

[illegible]

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: _____

[illegible]

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: _____

JBH

Exhibit A

A PARCEL OF LAND THAT IS PART OF THE NORTH 330 FEET OF GOVERNMENT LOT ONE (1) IN THE NORTHWEST QUARTER (NW/4) OF SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), QUIKTRIP 0091, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 88°57'19" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 91ST STREET, A DISTANCE OF 321.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°57'19" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 42.96 FEET; THENCE SOUTH 01°02'41" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE NORTH 88°57'19" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 178.32 FEET; THENCE SOUTH 01°22'17" EAST A DISTANCE OF 255.01 FEET; THENCE SOUTH 88°57'19" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 01°22'17" EAST, A DISTANCE OF 14.99 FEET; THENCE SOUTH 88°57'19" WEST, A DISTANCE OF 151.00 FEET; THENCE NORTH 49°37'32" EAST, A DISTANCE OF 37.43 FEET; THENCE NORTH 22°32'41" EAST A DISTANCE OF 94.27 FEET; THENCE NORTH 12°13'31" WEST A DISTANCE OF 21.00 FEET; THENCE NORTH 33°32'10" WEST A DISTANCE OF 101.38 FEET; THENCE NORTH 27°40'06" WEST A DISTANCE OF 71.33 FEET TO THE POINT OF BEGINNING. CONTAINING 44,662 SQUARE FEET OR 1.03 ACRES.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF LOT ONE (1), BLOCK ONE (1), QUIKTRIP NO. 0091 BEING SOUTH 01°10'47" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON MARCH 20, 2024, BY JAY P. BISSELL, OKLAHOMA LICENSED LAND SURVEYOR NO. 1318.

SURVEYOR'S STATEMENT

I, JAY P. BISSELL, OF AAB ENGINEERING, LLC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH THE EXISTING RECORDS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

Jay P. Bissell
JAY P. BISSELL
OKLAHOMA PLS NO. 1318


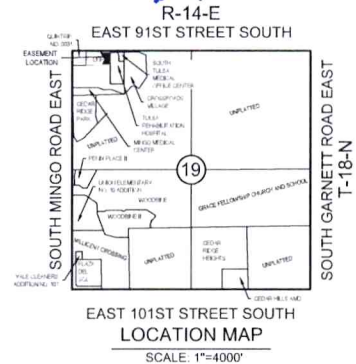
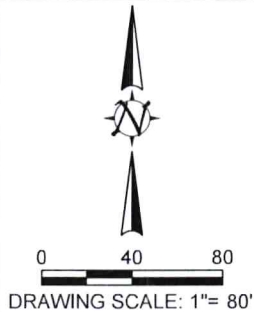


EXHIBIT "A"
Page 1 of 2

AAB Engineering, LLC
AAB
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#2218 Exp. June 30, 2024
KS CA#2292 Exp. April 30, 2024
Office: (918) 514-4283 Fax: (918) 514-4288

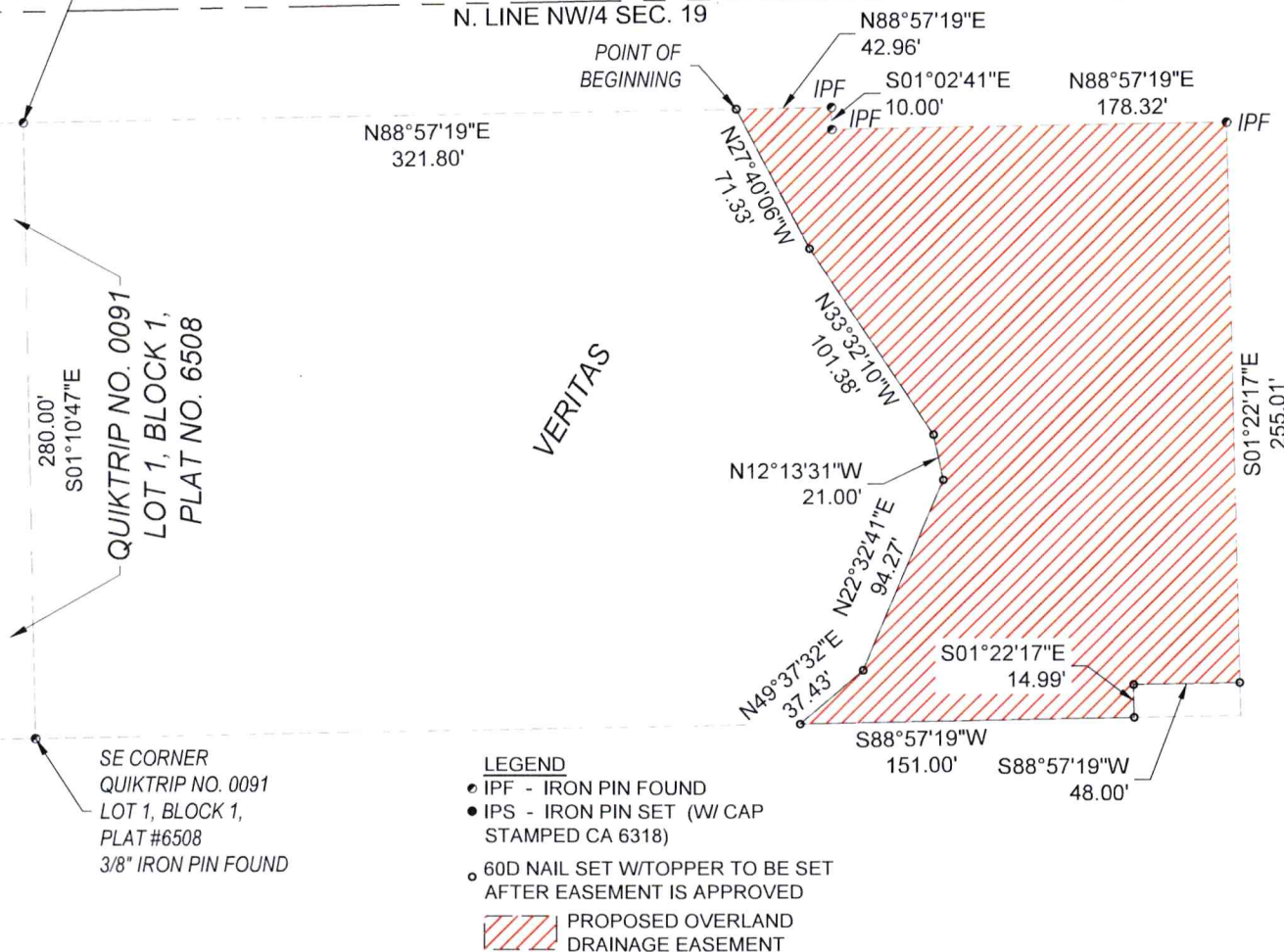
JBH

Exhibit A



NE CORNER
QUIKTRIP NO. 0091
LOT 1, BLOCK 1,
PLAT #6508
3/8" IRON PIN FOUND
POINT OF COMMENCEMENT

EAST 91ST STREET SOUTH
N. LINE NW/4 SEC. 19



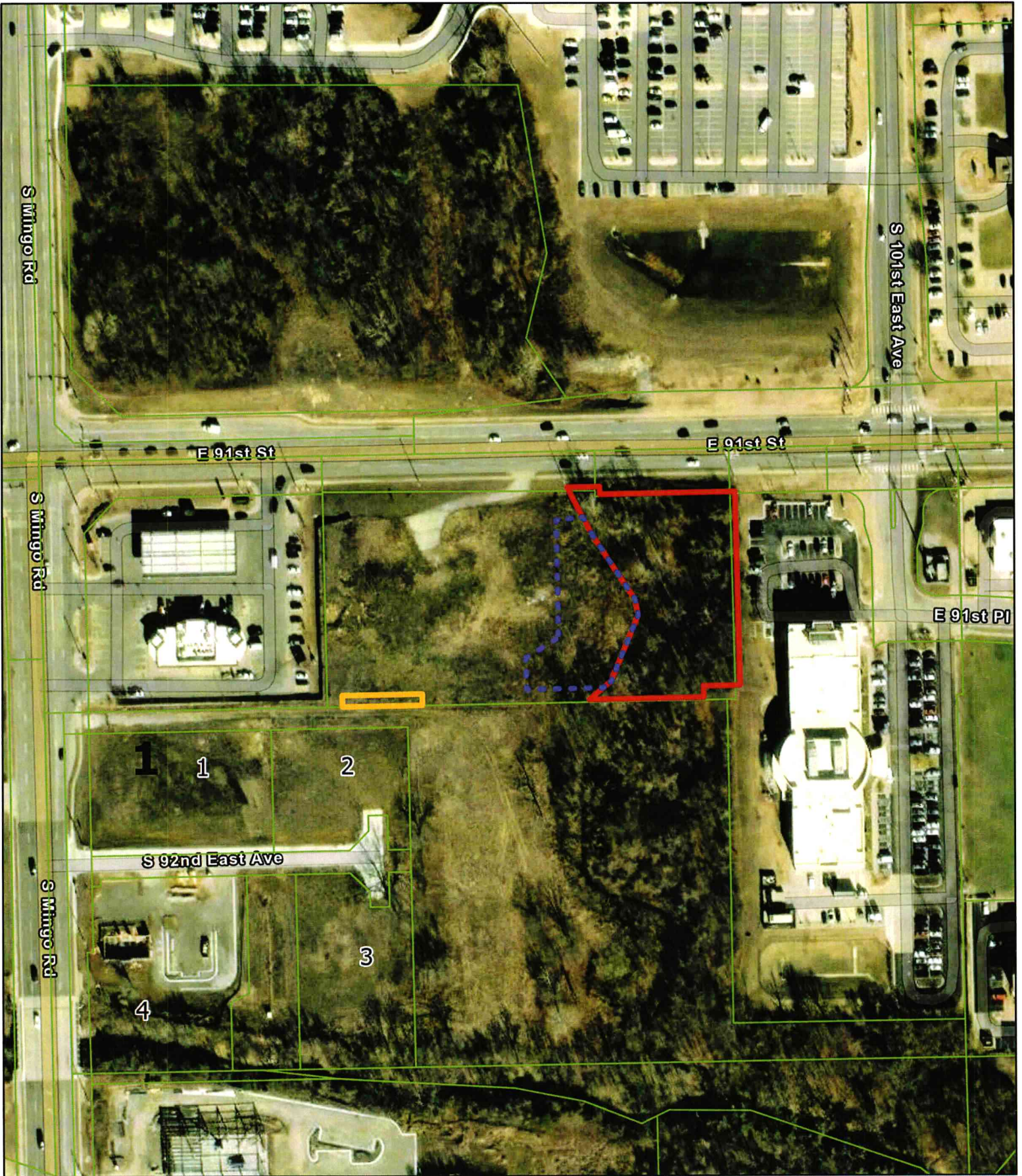
SURVEYOR'S STATEMENT





I, JAY P. BISSELL, OF AAB ENGINEERING, LLC, 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. THE LAST SITE VISIT WAS COMPLETED ON FEBRUARY 12, 2024.

J. P. Bissell 3-20-2024

EXHIBIT "A"
Page 2 OF 2

AAB Engineering, LLC
AAB
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp. June 30, 2024
KS CA#2282 Exp. April 30, 2024
Office: (918) 514-4283 Fax: (918) 514-4288



-  Tulsa CO Parcels
-  ESMT 631 Proposed Overland Drainage Easement
-  ESMT 632 Proposed Detention Easement
-  ESMT 639 Proposed Utility Easement

5-2-24-09
Utility Easement Vacation
SW/4
SEC 18 T20N R13E
IN LOT 2, BLOCK 1 COMANCHE PARK ADDITION CITY OF TULSA
IN TULSA COUNTY, STATE OF OKLAHOMA
CLOSES 2/12/2024 JBH/JLP