

Easement

Version 3.0 released on 8/3/21



CITY COUNCIL USE ONLY

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

Tracking #: _____

Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

☐ Scanned

Date: 02.02.2022

☐ Posted

Item #: 2202.00216

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 13.22

Email
courtneyjones@cityoftulsa.org

Phone
918-596-9549

Easement Type
Drainage

Owner-Grantor
Miller Investments & Properties, L.L.C.

Bid/Project Number
IDP 89912

Project Title
Aristocrat

Council District
6

Section
3

Township
19

Range
14

Addition
Unplatted

Lot

Block

Address
15336 E. Admiral Place

Parcel Number
341

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: 01.06.22

Date: 1-14-22

Date: FEB 01 2022

Date: _____

Date: _____

Policy Statement

Background Information

This Overland Drainage Easement is being donated by Miller Investments & Properties, L.L.C., an Oklahoma limited liability company, as a requirement of IDP 89912. This easement is required in conjunction with the infrastructure requirements for a new commercial development. The new development includes one large building, two commercial driveways, a sanitary sewer extension, two detention ponds and two crossing of the City of Tulsa Regulatory Floodplain.

Summation of the Requested Action

Engineering Services recommends approval of the easement. MSL:swb

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

Engineering Services recommends acceptance by Council and approval by Mayor. 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, **MILLER INVESTMENTS & PROPERTIES, L.L.C., 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 Half (W/2) of Lot Seven (7) and the West Half of the East Half (W/2 E/2) of Lot Seven (7) and the West Half of the Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4) and the West Half of the East Half of the Southwest Quarter of the Northeast Quarter (W/2 E/2 SW/4 NE/4) all in Section Three (3), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey 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 17 day of December, 2021.

**MILLER INVESTMENTS & PROPERTIES, L.L.C.,
an Oklahoma limited liability company**

By: Bobby Miller
Name: Bobby Miller
Title: Owner 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 17 day of December, 2021, personally appeared Bobby Miller, known to be the identical person who subscribed the name of **MILLER INVESTMENTS & PROPERTIES, L.L.C., an Oklahoma limited liability company**, to the foregoing as its Owner 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 **MILLER INVESTMENTS & PROPERTIES, L.L.C., 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 Julia D. Amos

My commission expires:
11/1/2024



APPROVED AS TO FORM:

Audrey D Blank
Asst City Attorney

APPROVED AS TO SUBSTANCE:

[Signature]
City Engineer

ACCEPTED BY CITY COUNCIL:

Date: _____

BY: _____
Name: Lori Decter Wright
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 _____, 202____, personally appeared Lori Decter Wright 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

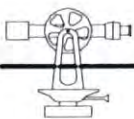
My commission expires:

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said County and State, on the _____ day of _____, 202____, 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

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

OVERLAND DRAINAGE EASEMENT

A tract of land in the West Half (W/2) of Government Lot Seven (7) and the West half of the East Half (W/2 E/2) of Government Lot Seven (7) and the West Half of the Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4) and the West half of the East Half of the Southwest Quarter of the Northeast Quarter (W/2 E/2 SW/4 NE/4) all in Section Three (3), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. Said tract being described as follows: Commencing at the Northwest corner of said Government Lot 7; Thence South 01°14'50" East along the West line of said Government Lot 7 for 50.00 feet to the Point of Beginning; Thence North 88°38'27" East parallel with and 50.00 feet South of the North line of said Government Lot 7 for 734.48 feet; Thence South 01°21'33" East for 21.51 feet; Thence South 65°27'50" West for 32.31 feet; Thence South 78°36'58" West for 52.83 feet; Thence South 21°15'25" West for 16.70 feet; Thence South 01°21'33" East for 200.45 feet to a point of curve; Thence along a curve to the left with a radius of 25.00 feet; a chord bearing of South 42°25'53" East, a chord distance of 32.85 feet, and an arc length of 35.84 feet; Thence South 83°30'13" East for 242.13 feet; Thence South 01°21'33" East for 227.05 feet; Thence North 90°00'00" East for 81.22 feet to a point on the East line of the W/2 of the E/2 of Lot 7; Thence South 01°13'58" East along the East line of the W/2 of the E/2 of Lot 7 and the East line of the W/2 of the E/2 of the SW/4 of the NE/4 for 258.00 feet; Thence North 90°00'00" West for 81.00 feet; Thence North 64°30'00" West for 530.00 feet; Thence North 61°00'00" West for 307.60 feet to a point of curve; Thence along a curve to the left with a radius of 50.00 feet; a chord bearing of South 78°30'00" West, a chord distance of 64.94 feet, and an arc length of 70.69 feet; Thence South 38°00'00" West for 143.95 feet; Thence South 88°45'10" West for 15.00 feet to a point on the West line of the W/2 of Lot 7; Thence North 01°14'50" West along the West line of said W/2 of Lot 7 for 530.00 feet to the Point of Beginning. Said tract containing 474,506 square feet or 10.89 acres.

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 legal description is based upon the Oklahoma State Plane Coordinate System, closes in accord with existing records, that the attached drawing is a true representation of the real property as described and meets the minimum technical standards for land surveying of the state of Oklahoma.

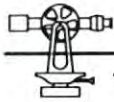
10/25/2024
Date



John L. Libby, Jr.
John L. Libby, Jr.
RPLS No. 1806
White Surveying Company
C.A. No. 1098 Expires
6/30/23

EXHIBIT "A"

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WHITE SURVEYING COMPANY

• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924



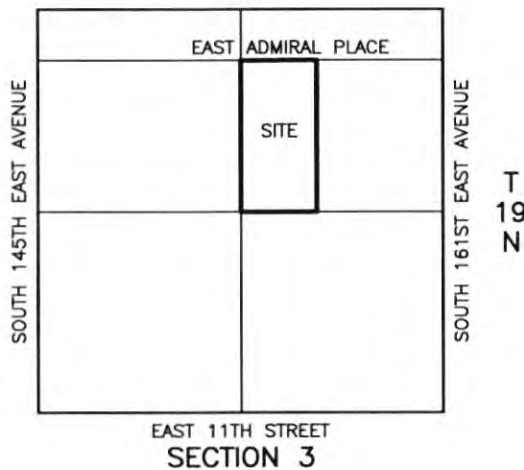
1"=300'

OVERLAND DRAINAGE EASEMENT

PART OF GOVERNMENT LOT 7,
THE W/2 SW/4 NE/4 AND
W/2 E/2 SW/4 NE/4,
SECTION 3, T-19-N, R-14-E,
CITY OF TULSA, TULSA COUNTY,
STATE OF OKLAHOMA

R 14 E

1-44



LINE TABLE

LINE #	LENGTH	DIRECTION
L1	50.00	S01°14'50"E
L2	734.48	N88°38'27"E
L3	21.51	S01°21'33"E
L4	32.31	S65°27'50"W
L5	52.83	S78°36'58"W
L6	16.70	S21°15'25"W
L7	200.45	S01°21'33"E
L8	242.13	S83°30'13"E
L9	227.05	S01°21'33"E
L10	81.22	N90°00'00"E
L11	258.00	S01°13'58"E
L12	81.00	N90°00'00"W
L13	530.00	N64°30'00"W
L14	307.60	N61°00'00"W
L15	143.95	S38°00'00"W
L16	15.00	S88°45'10"W
L17	530.00	N01°14'50"W

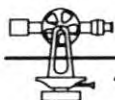
CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	35.84	25.00	32.85	S42°25'53"E
C2	70.69	50.00	64.94	S78°30'00"W

EXHIBIT "A"

Page 2 of 3

MRO



WHITE SURVEYING COMPANY

• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-8924



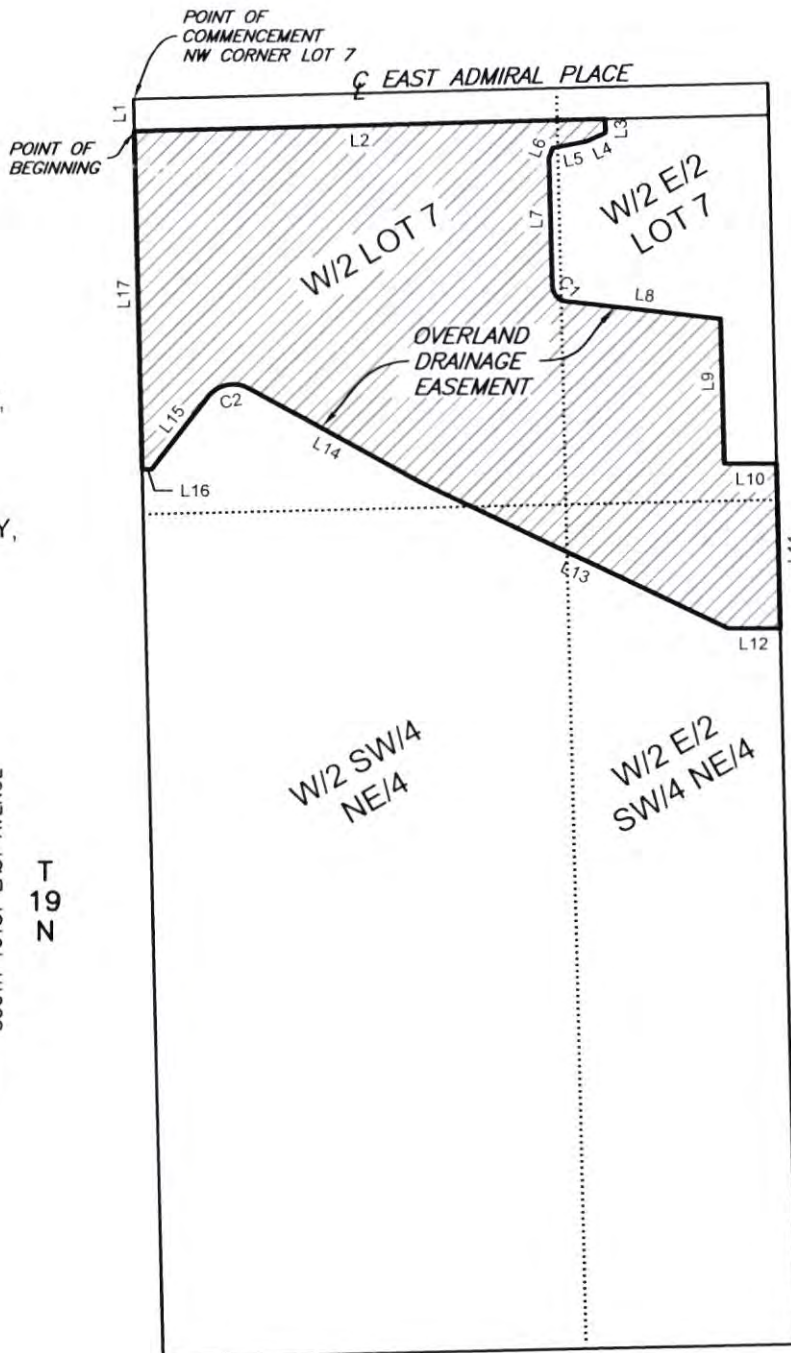
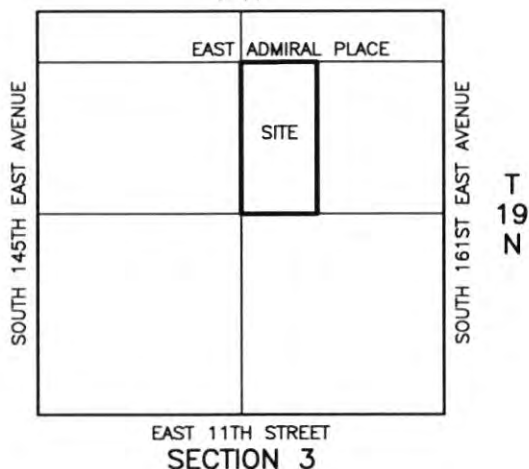
1"=300'

OVERLAND DRAINAGE EASEMENT

PART OF GOVERNMENT LOT 7,
THE W/2 SW/4 NE/4 AND
W/2 E/2 SW/4 NE/4,
SECTION 3, T-19-N, R-14-E,
CITY OF TULSA, TULSA COUNTY,
STATE OF OKLAHOMA

R 14 E

I-44



WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098
(RENEWAL 6/30/2023)



EXHIBIT "A"

Page 3 of 3

BY:

DATE:

10/25/2024

REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806

S 145TH E AVE
2639 FT LEFT

S 161ST E AVE
1650 FT RIGHT

E ADMIRAL PL

ESMT 340
UTILITY
EASEMENT

N

ESMT 342
50' RIGHT-OF-WAY
DEDICATION

ESMT 339
RESTRICTED
WATERLINE
EASEMENT

ESMT 341
OVERLAND
DRAINAGE
EASEMENT

ESMT 343
STORMWATER
DETENTION
EASEMENT

IDP 89912
ARISTOCRAT TULSA PROJECT
N.T.S. REVISED 10/18/21