

Easement

Version 3.3 released on 6/29/23



PWO121067

CITY COUNCIL USE ONLY

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

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

CITY CLERK USE ONLY

☐ Scanned Date: 01.08.2025
☐ Posted Item #: 2501.00111

*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 CJ
 Courtney Jones 12.12.24

Email
 courtneyjones@cityoftulsa.org

Phone
 918-596-9549

Easement Type
 Drainage

Owner-Grantor
 Premium Land, LLC

Bid/Project Number
 IDP 139603

Project Title
 Battle Creek Park Phase III

Council District
 6

Section
 22

Township
 19

Range
 14

Addition
 UNPLATTED

Lot

Block

Address
 15805 East 41st Street

Parcel Number
 669

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 Premium Land, LLC, an Oklahoma limited liability company, as a requirement of IDP 139603. This Overland Drainage easement is required for infrastructure improvements as part of private detention at Battle Creek Park III.

PDZ: 12/13/24 MSL: 12/16/24 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, **PREMIUM LAND, 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 **South Half of the Southeast Quarter (S/2 SE/4) of Section Twenty-two (22), 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: being more particularly described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter (SE/4) of said Section Twenty-two (22); Thence S 88°44'18" W along the South line of the SE/4 a distance of 320.08 feet to the POINT OF BEGINNING; Thence continuing S 88°44'18" W along said South line 1357.67 feet; Thence N 01°25'41" W 1320.32 feet to the North line of the South Half of the Southeast Quarter (S/2 SE/4) of said Section Twenty-two (22); Thence N 88°44'00" E along said North line 72.76 feet; Thence S 73°16'42" E 169.33 feet; Thence S 58°37'42" E a distance of 139.92 feet; Thence S 83°02'51" E 48.78 feet; Thence N 88°44'00" E 632.35 feet; Thence S 01°36'29" E 698.49 feet; Thence N 88°23'31" E 172.06 feet; Thence S 46°36'29" E 212.13 feet; Thence S 01°36'29" E 339.14 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 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 7 day of November, 2024.

PREMIUM LAND, LLC,
an Oklahoma limited liability company,

By: 

Name: Taber LeBlanc

Title: Manager

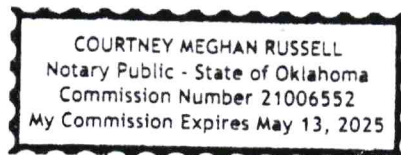
[illegible]

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of November, 2024, personally appeared **Taber LeBlanc**, known to be the identical person who subscribed the name of **PREMIUM LAND, 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 **PREMIUM LAND, 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.


My commission expires:

5 | 13 | 25



Notary Public

APPROVED AS TO FORM:



Assistant City Attorney

APPROVED AS TO SUBSTANCE:



Director

ACCEPTED BY CITY COUNCIL:

Date: _____

BY: _____
Name: Phil Lankin, Jr.
Title: Chair

APPROVED BY MAYOR:

CITY OF TULSA, OKLAHOMA,
a municipal corporation

Date: _____

BY: _____
Name: Monroe Nichols IV
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 Phil Lankin, Jr., 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 he accepted 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 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 Monroe Nichols IV, 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: _____

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PLAT OF SURVEY
OVERLAND DRAINAGE EASEMENT
Exhibit "A"
SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

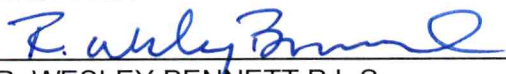
COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF SAID SECTION TWENTY-TWO (22); THENCE N88°44'15"E FOR A DISTANCE OF 3595.64 FEET; THENCE N01°25'43"W FOR A DISTANCE OF 210.74 FEET TO THE **POINT OF BEGINNING** (P.O.B.); THENCE CONTINUING N01°25'43"W FOR A DISTANCE OF 41.65 FEET; THENCE N44°38'47"E FOR A DISTANCE OF 62.48 FEET; THENCE S45°21'13"E FOR A DISTANCE OF 30.00 FEET; THENCE S44°38'47"W FOR A DISTANCE OF 91.38 FEET TO THE **POINT OF BEGINNING** (P.O.B.). SAID TRACT CONTAINING 0.05 ACRES MORE OR LESS.

BASIS OF BEARINGS

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

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




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

SURVEYOR'S LAST SITE VISIT: JUNE 20, 2024

EXHIBIT "A"
Page 1 of 2



wallace
design
collective

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

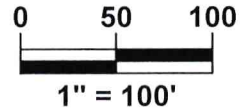
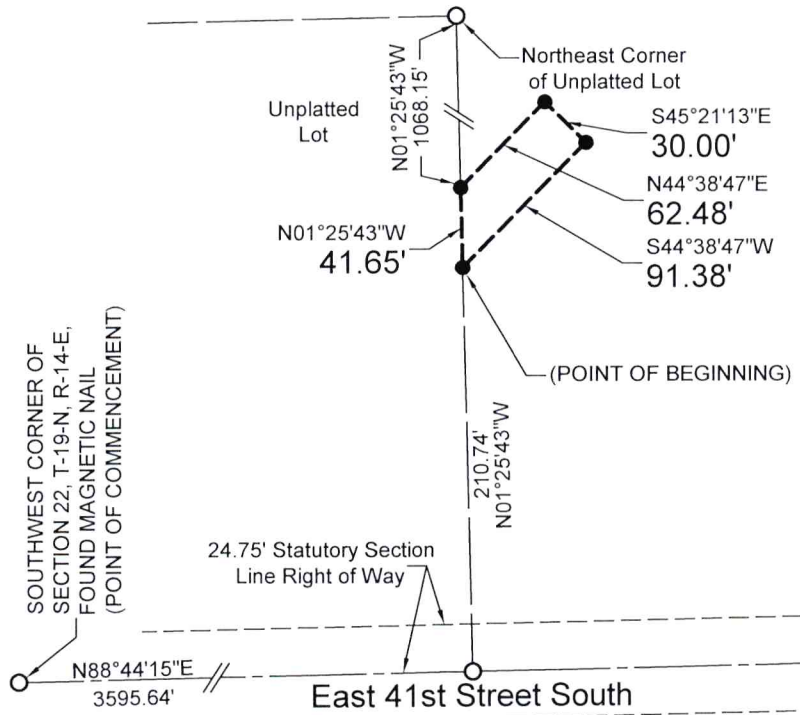
\\Civil-Server\Projects\2040151 Battle Creek Park III\DWG\PRODUCTION\WORKING\exhibits\2040151-04 LG-2A.dwg PLOT: 8/13/2024 4:37:27 PM ORIG SIZE: 8.5"X14"

PLAT OF SURVEY

Overland Drainage Easement Exhibit "A"

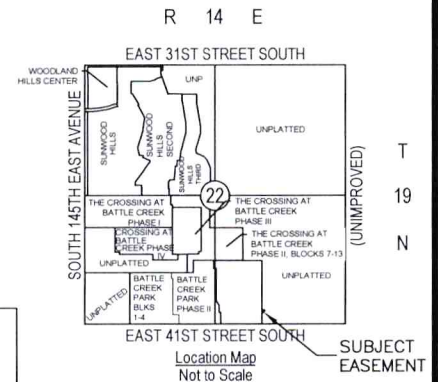
SHEET 2 OF 2

A PART OF THE OF THE SE/4 SEC. 22, T.19 N., R.14 E., I.B. & M.,
CITY OF TULSA, TULSA COUNTY, OKLAHOMA



LEGEND

- = SET 3/8" IRON PIN
- = FOUND SURVEY MONUMENT



BASIS OF BEARINGS

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

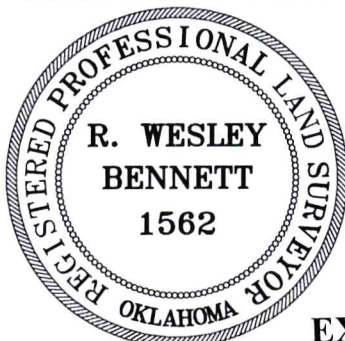
SURVEYOR'S LAST SITE VISIT:

JUNE 20, 2024

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 13TH DAY OF AUGUST, 2023.



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

EXHIBIT "A"



wallace
design
collective

wallace design collective, pc
structural-civil-landscape-survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858
wallace design ok ca1460