

Easement

Version 3.3 released on 6/29/23



PW0121135

CITY COUNCIL USE ONLY

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

Tracking #: _____

Committee: _____

Hearing Date: _____

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

Date: 02.12.2025

☐ Posted

Item #: 2502.00400

*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 1.31.25

Email
courtneyjones@cityoftulsa.org

Phone
918-596-9549

Easement Type
Sanitary Sewer

Owner-Grantor
ROB-WAL, Tulsa 28, LLC

Bid/Project Number
IDP 134626

Project Title
Patterson Farms

Council District
7

Section
21

Township
19

Range
14

Addition
UNPLATTED

Lot

Block

Address
4204 S. 145th E. Ave.

Parcel Number
665

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: 01.31.25

Date: 02/05/25

Date: FEB 12 2025

Date:

Date:

Policy Statement**Background Information**

This sanitary Sewer easement is being donated by ROB-WAL, Tulsa 28, LLC, an Oklahoma limited liability company, as a requirement of IDP 134626. This Sanitary Sewer easement is required for infrastructure improvements at the Patterson Farms residential subdivision.

PDZ: 1/31/25 MSL: 1/31/25 swb

Summation of the Requested Action

Mayoral approval and City Council acceptance.

Other Pertinent Details

City legal approved changes to standard Sanitary Sewer easement,

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)

NON-EXCLUSIVE SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **ROB-WAL, Tulsa 28, LLC, an Oklahoma limited liability company**, ("Grantor"), the owner of the legal and equitable title to the following real estate situated in **Tulsa County**, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) from 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 of Tulsa, Oklahoma**, a permanent easement through, over, under and across the following described property, situated in **Tulsa County**, Oklahoma, to-wit:

(20.00 foot Restricted Sanitary Sewer Easement, IDP 134626, ESMT 665)

A tract of land located in the NE/4 of Section 28, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

See Exhibit "A"

subject to existing easements, if any, and all other terms and conditions hereof. This Non-Exclusive Sanitary Sewer Easement ("Easement") is granted for the purpose of permitting the Grantee to construct one (1) Sanitary Sewer through, over, under and across the property burdened by such Easement, together with all necessary and convenient appurtenances thereto, and to use and maintain the same, but expressly excluding any elevated structures, roads or streets. It is understood that the Grantee, its agents, contractors and employees may, without damage thereto, drive upon the Easement in connection with the construction, operation, repair and maintenance of such Sanitary Sewer, but no roads or streets shall be constructed upon such Easement. Fencing of the Easement by the Grantee is also expressly prohibited unless the consent of the Grantor, in writing, shall be first obtained.

THIS EASEMENT IS GRANTED UPON THE FOLLOWING ADDITIONAL CONDITIONS:

1. The Easement rights granted herein are nonexclusive and Grantor expressly reserves the right to fully use and enjoy the above-described premises and to plant trees, shrubs and grasses, subject to the rights herein granted, and to grant and to convey to others rights and ownership in said Tract, subject to this Easement. The Grantee is hereby given and granted rights of said above described premises for the purpose aforesaid and Grantor, for himself and his heirs, administrators, successors and assigns, covenants and agrees that no building 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 them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from Grantee, or Grantee shall have right to remove or otherwise eliminate such violation, and Grantor, its heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof. Grantor expressly reserves the right to build and to construct sidewalks, fences, walls, streets and driveways, Sanitary Sewers, gas lines electrical lines, or other utility lines or service, across

CITY OF TULSA
OFFICE OF CITY CLERK
175 E. 2ND ST. - STE 260
TULSA, OKLAHOMA 74103

the premises herein-described and to build, create and construct sanitary and/or storm sewers over and through such Easement.

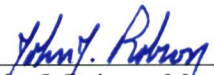
2. Grantee, its officers, agents or all persons under contract with it may use and maintain said Easement for the Grantee only for the specified uses herein set forth according to the terms and conditions hereof and shall have the right to enter upon said strip of land for the purpose of surveying, excavating for, laying, construction, operating, repairing, relaying and maintaining such Sanitary Sewer and appurtenances and for the purpose of enabling the Grantee to do any and all convenient things incident to such construction, operating, repairing and maintaining of such Sanitary Sewer and appurtenances. Entry upon the Easement shall be from any point or points where the Easement intersects with a Section Line Road or other public right-of-way. Surface shall be restored to former condition as nearly as reasonably possible.
3. Grantee shall have the right to increase the size of its Sanitary Sewer, keeping at all times within the Easement.
4. Grantee is a self insured municipal corporation and may not indemnify Grantor, but pays approved claims out of a sinking fund. Grantee shall be liable to Grantor, and any third parties, for losses resulting from the Grantee's negligent acts or omissions, or the negligent acts or omissions of the Grantee's employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 et. seq. and imposed by Oklahoma Constitution Article 10, Section 26.
5. It is understood and agreed by and between the parties that the Grantor customarily, either personally or in agreement with others, keeps and maintains cattle and livestock upon the premises occupied by the foregoing Easement. Grantee agrees that during any operation on said Easement to keep all fences and gates closed to prevent the escape of said livestock and, during any construction or other operation which will create hazards upon the Easement to said livestock, to take all precautionary measures to prevent such cattle and livestock from becoming injured or destroyed by such hazards.
6. Grantee agrees that if it is necessary for Grantee to cut any fence upon or crossing the herein-granted Easement then, before any such cut is made, such fence shall be properly braced with H-frames on each side of the cut to prevent slackening of the wires in either direction therefrom. During construction, Grantor shall keep such gaps closed and guarded in such a manner as to prevent the entrance or exit of cattle or other livestock. Promptly upon completion of this construction, such cut or gap shall be permanently closed and the fence shall be restored to substantially the condition in which it existed immediately prior to the cutting thereof.

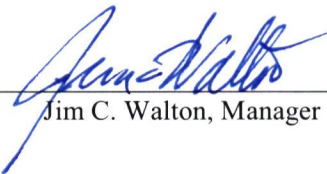
7. Grantee hereby agrees Grantor may install, at its own expense, main line connections on such Sanitary Sewer at approved locations and times with appropriate permits/permissions from Grantee. There will not be any costs or fees from Grantee to Grantor for such main line connections.
8. There shall be no above-ground or other facilities located upon the Easement by Grantee.
9. Grantor reserve the right specifically to use the above described land and to grant other easement(s) (utility or otherwise) through, over, under and across the above described land.
10. Upon termination of the easement, all rights and privileges hereby granted and conveyed shall revert to the Grantors, their heirs, administrators, successors and assigns.

TO HAVE AND TO HOLD the above-described Non-Exclusive Sanitary Sewer Easement and rights unto Grantee, its successors and assigns until such Sanitary Sewer shall be abandoned or removed. It is mutually agreed between the parties that failure by the Grantee to use the Easement herein granted thereunder for the purposes herein granted by the Grantor for a period of six (6) consecutive months, will be deemed by all of the parties as conclusive evidence of abandonment and shall immediately terminate and thereafter, at Grantee's expense, prepare and file of record in the office of the county Clerk in the County in which the Easement is located a full, complete and formal Release of the Easement.

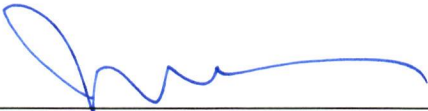
EXECUTED as of October 18, 2024.

ROB-WAL, Tulsa 28, L.L.C.

By: 
John J. Robson, Manager

By: 
Jim C. Walton, Manager

APPROVED AS TO FORM:



City Attorney - *qsst*

APPROVED AS TO SUBSTANCE:



Director

ACCEPTED BY CITY COUNCIL:

Date: _____

BY: _____
Name: Phil Lakin, 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 WAGONER)

This instrument was acknowledged before me on this 18 day of October, 2024,
by **John J. Robson, Manager, ROB-WAL, Tulsa 28, L.L.C., an Oklahoma limited liability company.**

My Commission Expires:

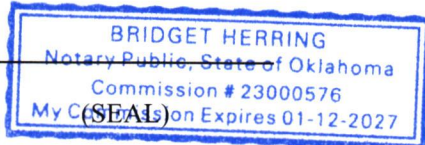


Bridget Herring
Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

This instrument was acknowledged before me on this 18 day of October, 2024
Jim C. Walton, Manager, ROB-WAL, Tulsa 28, L.L.C., an Oklahoma limited liability company.

My Commission Expires:



Bridget Herring
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said County and State, on the _____ day of _____, 2025, personally appeared Phil Lakin, 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 _____, 2025, 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:

JBH

JMS

Exhibit A

SANITARY SEWER EASEMENT

LEGAL DESCRIPTION

A STRIP OF UNPLATTED LAND SITUATED IN PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-EIGHT (28), 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 STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE NORTH 88°44'02" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 280.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°44'02" EAST ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER (NE/4), A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°15'30" EAST A DISTANCE OF 67.50 FEET; THENCE SOUTH 88°44'02" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 00°15'30" WEST A DISTANCE OF 67.50 FEET TO THE POINT OF BEGINNING. CONTAINING 1,350 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) BEING NORTH 88°44'02" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON MARCH 21, 2024, BY JAY P. BISSELL, OKLAHOMA LICENSED LAND SURVEYOR NO. 1318.

THE LAST SITE VISIT WAS COMPLETED ON MARCH 14, 2024.

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.

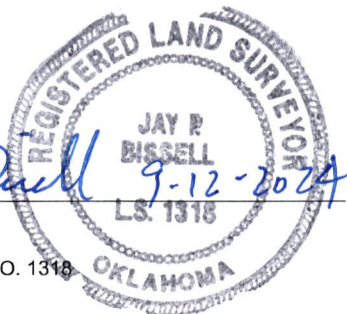


JAY P. BISSELL
OKLAHOMA PLS NO. 1318

EXHIBIT "A"

Page 1 of 2

AAB Engineering, LLC

Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2026
AZ CA#23897 Exp: March 29, 2025
KS CA#2292 Exp: Dec. 31, 2024
SD CA#7581 Exp: March 31, 2025
Office: (918) 514-4283 Fax: (918) 514-4288

JBH

JMJ

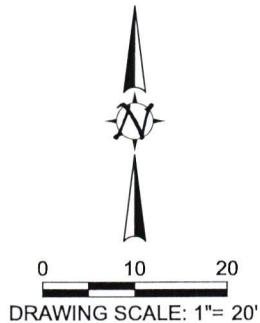
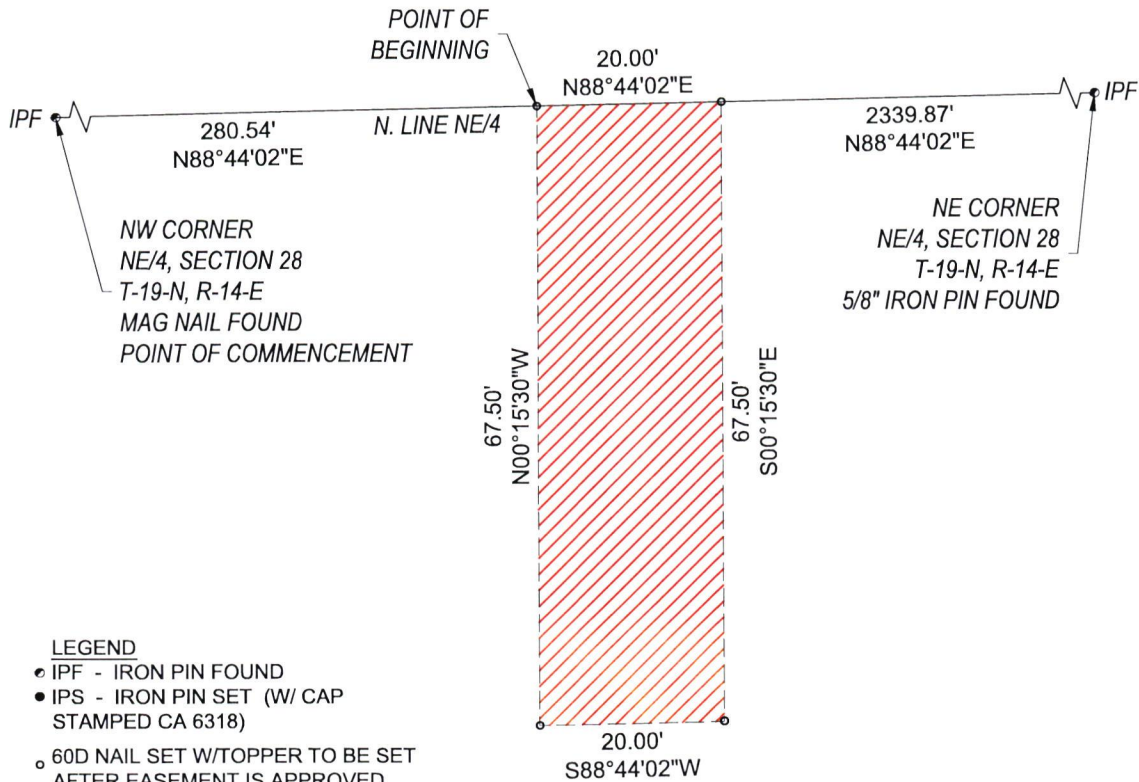



Exhibit A

SANITARY SEWER EASEMENT



LEGEND

- IPF - IRON PIN FOUND
- IPS - IRON PIN SET (W/ CAP STAMPED CA 6318)
- 60D NAIL SET W/TOPPER TO BE SET AFTER EASEMENT IS APPROVED
-  PROPOSED UTILITY EASEMENT

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE NORTH LINE OF NE/4 BEING N 88°44'02" E.

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 MARCH 14, 2024.

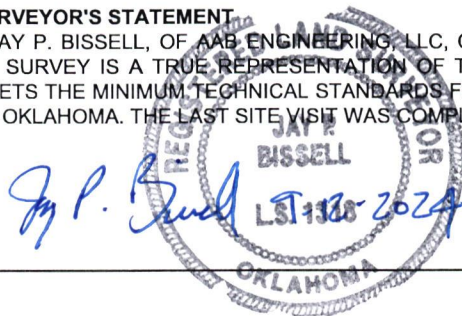


EXHIBIT "A"

Page 2 of 2

AAB Engineering, LLC



Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2026
AZ CA#23897 Exp: March 29, 2025
KS CA#2292 Exp: Dec. 31, 2024
SD CA#7581 Exp: March 31, 2025
Office: (918) 514-4283 Fax: (918) 514-4288