

Easement

Version 3.3 released on 6/29/23



PW 0121085

CITY COUNCIL USE ONLY

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

Tracking #: _____

Committee: _____

Hearing Date: _____

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

Date: 03.12.2025

☐ Posted

Item #: 2503.00649

*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
Michelle L. Lester

Email
mlester@cityoftulsa.org

Phone
918-596-7262

Easement Type
Sanitary Sewer

Owner-Grantor
Fair Oaks Ranch, LLC

Bid/Project Number
ES 2022-15

Project Title
Spunky Creek East Branch C1

Council District
6

Section
7

Township
19

Range
15

Addition
UNPLATTED

Lot

Block

Address
Wagoner County

Parcel Number
4A

Additional Information/Tracking Number

Budget

Contract Types

☐ No Payments Involved☐ Revenue Contracts☒ Expense Contracts

Funding Source(s)

2131S00004.SewerLines.Sewer.7500N.75003308.541101:

\$36.00

TOTAL:

\$36.00

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

Date: 01.24.25

Date: 02/05/2025

Date: _____

Date: MAR 12 2025

Date: _____

Policy Statement**Background Information**

Project ES 2022-15 - Spunky Creek East Branch C1, Parcel 4A

The City of Tulsa is planning a sanitary sewer project in the vicinity of the East 11th Street and the Creek Turnpike in Wagoner County. The attached Sanitary Sewer Easement is required for the project. This easement is being donated by Fair Oaks Ranch, L.L.C.

Payment request is attached to the Wagoner County Clerk for the filing fee (\$36.00).

PDZ: 9122 01.24.25 MSL: 9102 1/23/25 bh

Summation of the Requested Action

Approve the donation.

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**

Courtney Jones, 6-9549

2025-RPZ-0091

NON-EXCLUSIVE SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Fair Oaks Ranch, LLC, an Oklahoma limited liability company**, ("Grantor"), the owner of the legal and equitable title to the following real estate situated in Wagoner 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 Wagoner County, Oklahoma, to-wit:

(1.69 acre Restricted Sanitary Sewer Easement, Parcel 4A)

A tract of land located in the NE/4 of Section 7, Township 19 North, Range 15 East of the Indian Base and Meridian, Wagoner 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

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

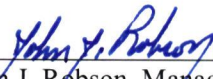
2. Grantee, its officers, agents or all persons under contract with it may use and maintain said Easement for the Grantee only for the specified uses herein set forth according to the terms and conditions hereof and shall have the right to enter upon said strip of land for the purpose of surveying, excavating 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.

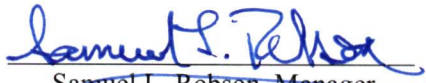
TO HAVE AND TO HOLD the above-described Non-Exclusive Sanitary Sewer Easement and rights unto Grantee, its successors and assigns until such Sanitary Sewer shall be abandoned or removed. It is mutually agreed between the parties that failure by the Grantee to use the Easement herein granted thereunder 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 17, 2024.

FAIR OAKS RANCH, L.L.C.

By: 
John J. Robson, Manager

By: 
Jim C. Walton, Manager

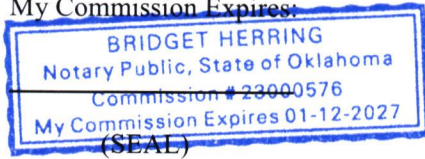
By: 
Samuel L. Robson, Manager

By: 
Amy R. Carter, Manager

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

This instrument was acknowledged before me on this 17 day of October, 2024,
by **John J. Robson, Manager, Fair Oaks Ranch, L.L.C., an Oklahoma limited liability company.**

My Commission Expires:

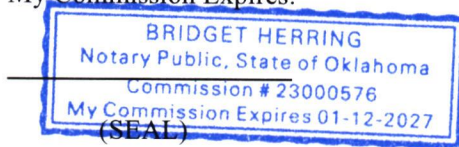


Bridget Herring
Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

This instrument was acknowledged before me on this 18 day of October, 2024
Jim C. Walton, Manager, Fair Oaks Ranch, L.L.C., an Oklahoma limited liability company.

My Commission Expires:

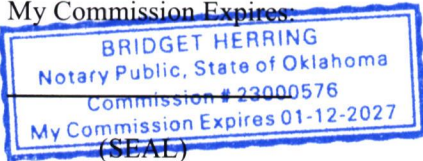


Bridget Herring
Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

This instrument was acknowledged before me on this 17 day of October, 2024,
by **Samuel L. Robson, Manager, Fair Oaks Ranch, L.L.C., an Oklahoma limited liability company.**

My Commission Expires:

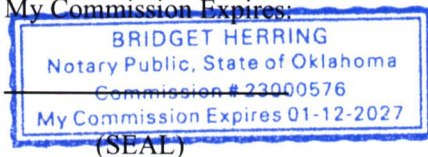


Bridget Herring
Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

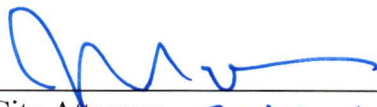
This instrument was acknowledged before me on this 17 day of October, 2024,
by **Amy R. Carter, Manager, Fair Oaks Ranch, L.L.C., an Oklahoma limited liability company.**

My Commission Expires:




Bridget Herring
Notary Public

APPROVED AS TO FORM:



City Attorney - *assistant*

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 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 approved the within and foregoing instrument as **Chair** of the City Council 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:

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:

JMS

PARCEL NO. _____ 4A
 COUNTY _____ WAGONER

LEGAL DESCRIPTION

FAIR OAKS RANCH LLC
 PERMANENT EASEMENT

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION SEVEN (7), TOWNSHIP NINETEEN (19) NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NE/4; THENCE SOUTH 88°30'16" WEST AND ALONG THE SOUTH LINE OF SAID NE/4, FOR A DISTANCE OF 135.92 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°30'16" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 64.54 FEET; THENCE NORTH 37°43'47" EAST, FOR A DISTANCE OF 230.33 FEET; THENCE NORTH 24°09'17" WEST, FOR A DISTANCE OF 389.23 FEET; THENCE NORTH 38°28'40" WEST, FOR A DISTANCE OF 262.14 FEET; THENCE NORTH 02°01'28" EAST, FOR A DISTANCE OF 415.25 FEET; THENCE NORTH 24°06'30" EAST, FOR A DISTANCE OF 176.15 FEET; THENCE NORTH 88°30'06" EAST, FOR A DISTANCE OF 55.45 FEET; THENCE SOUTH 24°06'30" WEST, FOR A DISTANCE OF 190.35 FEET; THENCE SOUTH 02°01'28" WEST, FOR A DISTANCE OF 387.05 FEET; THENCE SOUTH 38°28'40" EAST, FOR A DISTANCE OF 249.98 FEET; THENCE SOUTH 24°09'17" EAST, FOR A DISTANCE OF 401.75 FEET; THENCE SOUTH 63°49'28" EAST, FOR A DISTANCE OF 6.66 FEET TO A POINT ON THE EAST LINE OF SAID NE/4; THENCE SOUTH 01°36'30" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 56.68 FEET; THENCE NORTH 64°00'05" WEST, FOR A DISTANCE OF 21.97 FEET; THENCE SOUTH 37°43'47" WEST, FOR A DISTANCE OF 183.71 FEET TO THE **POINT OF BEGINNING**. CONTAINING 73,980.93 SQUARE FEET OR 1.70 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BASED ON OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501) NAD 83 (1993).

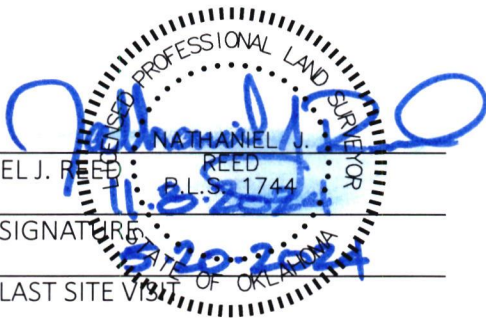
REAL PROPERTY CERTIFICATION:

I, NATHANIEL J. REED, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

NATHANIEL J. REED

DATE OF SIGNATURE

DATE OF LAST SITE VISIT



NATIVE PLAINS

Surveying & Mapping, LLC

A Native American Owned Business

5807 South Garnett Road, Suite K, Tulsa, Oklahoma, 74146
 Telephone: 918.234.7596, Fax: 918.893.5552

Certificate of Authorization No. 4916

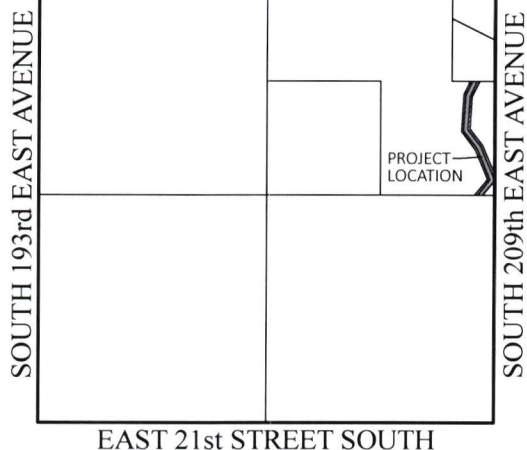
Expires June 30, 2025

EXHIBIT "A"

JMS

SHEET 2 OF 2

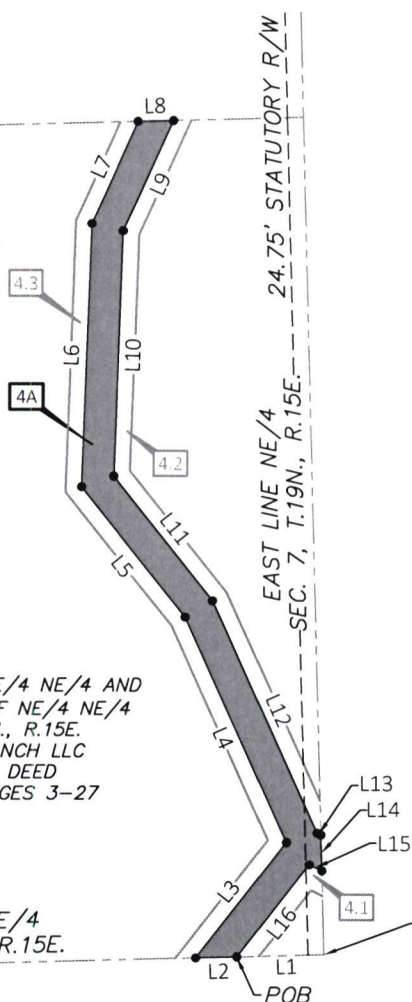
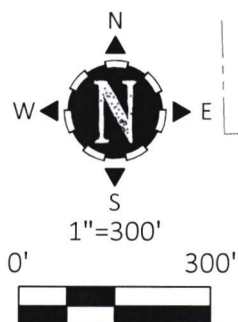
EAST 11th STREET SOUTH

PLAT OF SURVEYPARCEL NO. 4ACOUNTY WAGONERFAIR OAKS RANCH LLC
PERMANENT EASEMENT

LEGAL DESCRIPTION: A TRACT OF LAND LOCATED
IN THE NE/4 OF SECTION 7, TOWNSHIP 19 NORTH,
RANGE 15 EAST, WAGONER COUNTY, STATE OF
OKLAHOMA

SEC 7 T 19 N R 15 E

TEMPORARY EASEMENT	0.00	SF	0.00	ACRES
PERMANENT EASEMENT	73,980.93	SF	1.70	ACRES



LINE	BEARING	DISTANCE
L1	S 88°30'16" W	135.92'
L2	S 88°30'16" W	64.54'
L3	N 37°43'47" E	230.33'
L4	N 24°09'17" W	389.23'
L5	N 38°28'40" W	262.14'
L6	N 02°01'28" E	415.25'
L7	N 24°06'30" E	176.15'
L8	N 88°30'06" E	55.45'
L9	S 24°06'30" W	190.35'
L10	S 02°01'28" W	387.05'
L11	S 38°28'40" E	249.98'
L12	S 24°09'17" E	401.75'
L13	S 63°49'28" E	6.66'
L14	S 01°36'30" E	56.68'
L15	N 64°00'05" W	21.97'
L16	S 37°43'47" W	183.71'

NW/4 NE/4 AND SE/4 NE/4 AND
 WEST 25 ACRES OF NE/4 NE/4
 SEC. 7, T.19N., R.15E.
 FAIR OAKS RANCH LLC
 QUIT CLAIM DEED
 BOOK 1045, PAGES 3-27

SOUTH LINE NE/4
 SEC. 7, T.19N., R.15E.

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A
 PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE
 ABOVE SHOWN PLAT OF SURVEY IS TRUE AND CORRECT TO
 THE BEST OF MY KNOWLEDGE AND MEETS THE MINIMUM
 TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE
 OF OKLAHOMA.

POC
 SE CORNER NE/4
 SEC. 7, T.19N., R.15E.

LEGEND
 POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
 • 3/8" IRON PIN SET w/CAP (#4916)

BASIS OF BEARINGS: BASED ON OKLAHOMA STATE PLANE
 COORDINATE SYSTEM, NORTH ZONE (3501) NAD 83 (1993).

NATHANIEL J. REED
 NATHANIEL J. REED P.L.S. 1744
 DATE OF SIGNATURE 11-2-2021
 DATE OF LAST SITE VISIT 5-20-2021

EXHIBIT "A"

MUNIS

INVOICE COVER SHEET

Vendor Name and Address

Wagoner County Clerk

**Department #: 32- Public
Works****Date: 11/22/2024****Special Handling**

☐ Wire Transfer
☒ Will Pick up
Email: PWAdmin@cityoftulsa.org

ACCOUNTS PAYABLE USE

Allocation code: _____

MUNIS VENDOR NUMBER

2154-2

MUNIS CONTRACT #**PROJECT STRING** (if applicable)**ORG****OBJECT****AMOUNT**

2131S00004.Sewerlines.Sewer.7500

75003308

541101

\$36.00

\$0.00

\$0.00

INVOICE NUMBER/DESCRIPTION

Filing Fees

Project ES 2022-15

Parcel 4A

REMARKS**Purchase
Authority**☐**Special Approval**☐**Exception**☐**Contract****Invoice**☐**Original Attached**☐**Prepay (Attach form)**☐**Refund****Affidavit**☒**Affidavit attached (form TUL-373)
For invoices over \$25,000**☐**Not applicable****Prepared by:** Bruce Hutton*Munis Workflow approval***Date:** 11/22/2024

Project Expense Inquiry [City of Tulsa]

←

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🔍

Search

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Browse

➡

Output

🖨

Print

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Display

📄

PDF

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Excel

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Email

🕒

Schedule

📎

Attach

⌵

⌵

Remi
Alt

Project Inquiry [City of Tulsa] > Project Expense Inquiry [City of Tulsa]

Project string

▲

Project *

2131S00004

Spunky Creek MS Interceptor S - C1

Description

▲

Phase *

SewerLines

Sewer lines

▲

Task *

Sewer

Sewer projects

Sub-Task *

7500N

TMUA Sewer Capital Projects

Justification

Name *

Spunky Creek MS Interceptor S

Short Name *

Spunky Crk

Status

Active

▼

Project Available Bu

Projected date range

03/24/2021

📅

to

03/24/2025

📅

Actual date range

📅

to

📅

Actual overhead rat

Expense Type

Project String Balances

GL Accounts

	Project Year 2025		Project Year 2024		Project Year
Original Budget	.00	📁	.00	📁	
Transfers - In	170,862.86	📁	812,373.83	📁	
Transfers - Out	-862.81	📁	.00	📁	
Revised Budget	982,373.88		812,373.83		
Actual (Memo)	41,213.84	📁	493,030.92	📁	
Encumbrances	75,000.00	📁	.00	📁	
SOY Encumbrances	.00		.00		
Requisitions	.00	📁	.00	📁	
Inception to SOY	493,030.92		.00		
Available	373,129.12		319,342.91		
Percent Used	62.02		60.69		

Add / Display reminder alerts on the current record

←

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🔍

Search

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Browse

➡

Output

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Print

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PDF

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Schedule

📎

Attach

⌵

⌵

Remi
Alt

Project Inquiry [City of Tulsa] > Project Expense Inquiry [City of Tulsa]

Project string

▲

Project *

2131S00004

Spunky Creek MS Interceptor S - C1

Description

▲

Phase *

SewerLines

Sewer lines

▲

Task *

Sewer

Sewer projects

Sub-Task *

7500N

TMUA Sewer Capital Projects

Justification

Name *

Spunky Creek MS Interceptor S

Short Name *

Spunky Crk

Status

Active

▼

Project Available Bu

Projected date range

03/24/2021

📅

to

03/24/2025

📅

Actual date range

📅

to

📅

Actual overhead rat

Expense Type

Project String Balances

GL Accounts

Default GL account

Fund	SubFund	Function	Department	Division	Section
Org	Object	Project			
75003308	541101				

📄 Allow GL Override

Budget GL account

Fund	SubFund	Function	Department	Division	Section
Org	Object	Project			
75003308	541101				

2 of 2

⏪ < > ⏩

Add / Display reminder alerts on the current record