

# Easement

Version 3.5 released on 7/1/25



PW012164

<b>CITY COUNCIL USE ONLY</b>		<b>CITY CLERK USE ONLY</b>	
Date Received: _____	Tracking #: _____	<input type="checkbox"/> Scanned	Date: 01.07.2025
Committee Date: _____	Committee: _____	<input type="checkbox"/> Posted	Item #: 2601.00045
1 <sup>st</sup> Agenda Date: _____	Hearing Date: _____		
	2 <sup>nd</sup> Agenda Date: _____		

All department items requiring Council approval must be submitted through the Mayor's Office.

## Primary Details

<b>Board Approval</b>		<b>Other Board Name</b>	<b>City Council Approval</b>
_____		_____	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>Department</b>	<b>Contact Name</b>	<b>Email</b>	<b>Phone</b>
Public Works	Michelle L. Lester <i>MLL 11/18/25</i>	mlester@cityoftulsa.org	918-596-7262
<b>Easement Type</b>	<b>Owner-Grantor</b>		
Sanitary Sewer	Atmoss, LLC		
<b>Bid/Project Number</b>	<b>Project Title</b>	<b>Council District</b>	
ES 2022-15	Spunky Creek East Branch C1	6	
<b>Section</b>	<b>Township</b>	<b>Range</b>	<b>Addition</b>
8	19	15	UNPLATTED
<b>Lot</b>	<b>Block</b>	<b>Address</b>	
		Wagoner County	
<b>Parcel Number</b>	<b>Additional Information/Tracking Number</b>		
7A			

## Budget

<b>Contract Types</b>	<b>Funding Source(s)</b>	
<input type="radio"/> No Payments Involved	2331S00011.SewerLines.Sewer.7500N.75003300.541101:	\$32.00
<input type="radio"/> Revenue Contracts		
<input checked="" type="radio"/> Expense Contracts	<b>TOTAL:</b>	\$32.00

## Approvals

<b>Department:</b>	<i>[Signature]</i>	<b>Date:</b>	11.19.25
<b>Legal:</b>	<i>[Signature]</i>	<b>Date:</b>	12/23/2025
<b>Board:</b>	<i>[Signature]</i>	<b>Date:</b>	
<b>Mayor:</b>	<i>[Signature]</i>	<b>Date:</b>	JAN 07 2026
<b>Other:</b>		<b>Date:</b>	

## Policy Statement

**Background Information**  
 Project ES 2022-15 - Spunky Creek East Branch C1, Parcel 7A  
 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 Atmoss LLC.  
 Payment request is attached to the Wagoner County Clerk for the filing fee (\$32.00).  
 PDZ: *[Signature]* 11/19/25 MSL: *[Signature]* 11/19/25 bh

**Summation of the Requested Action**  
Mayoral approval and City Council acceptance.

**Other Pertinent Details**  
This document was reviewed and approved by Tulsa City Legal.

2025-RPZ-0642

## 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

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## NON-EXCLUSIVE SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Atmoss LLC, a Delaware 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, to-wit:

**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 City to construct a **sanitary sewer** thereon, through, over, under and across said property burdened by such Easement (the "Easement Area"), together with all necessary and convenient appurtenances thereto; and to use and maintain the same. It is understood that the City, 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.

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 Easement Area 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 the Easement Area, subject to this Easement. The City is hereby given and granted rights to use the Easement Area for the purpose aforesaid and Grantor for itself, administrators, successors and assigns, covenants and agrees that no building or other above ground obstruction will be placed, erected, installed or permitted upon the Easement Area; 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 Grantor, 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 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

Easement Area and to build, create and construct sanitary and/or storm sewers over and through such Easement.

2. City, its officers, agents or all persons under contract with it may use and maintain said Easement for the City only for the specified uses herein set forth according to the terms and conditions hereof and in compliance with applicable laws, and shall have the right to enter upon the Easement Area 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 City to do any and all convenient things incident to such construction, operating, repairing and maintaining of such Sanitary Sewer and appurtenances. Payment bonds will be furnished in respect to any construction or maintenance pursuant to this easement as required by law. Entry upon the Easement shall be from any point or point 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. City shall have the right to increase the size of its Sanitary Sewer, keeping at all times within the Easement.
4. City is a self-insured municipal corporation and may not indemnify Grantor but pays approved claims out of a sinking fund. City shall be liable to Grantor, and any third parties, for losses resulting from the City's negligent acts or omissions, or the negligent acts or omissions of the City'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. With respect to any activities within the Easement Area by City or its contractors, City will require its contractors to maintain workers' compensation insurance as required by applicable law and comprehensive general liability insurance that includes coverage against claims for any injury, death, or damage to persons or property.
5. City agrees that during any operation on said Easement to keep all gates closed, except when being utilized for passage.
6. City agrees that if it is necessary for City 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, City shall keep such gaps closed in such a manner as to prevent the entrance of livestock from adjacent property. 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. If City constructs an access road within the Easement Area, then City shall construct and maintain gate(s) within existing fencing to provide adequate passage to and from the easement area by City and its contractors and to keep unauthorized vehicular traffic from entering the Easement Area.

7. City 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 City. There will not be any costs or fees from City to Grantor for such main line connections.
8. There shall be no above-ground or other facilities located upon the Easement by City, except as needed for the operation of the sanitary sewer.
9. Grantor reserves 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 Grantor, its administrators, successors and assigns.

TO HAVE AND TO HOLD the above-described Non-Exclusive Sanitary Sewer Easement and rights unto City, its successors and assigns until such Sanitary Sewer shall be abandoned or removed. It is mutually agreed between the parties that failure by the City 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 City'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.

Dated this 12<sup>th</sup> day of September, 2025.



  
Senior Assistant City Attorney

  
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 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:

\_\_\_\_\_

JMS

PARCEL NO. \_\_\_\_\_ 7A  
COUNTY \_\_\_\_\_ WAGONER

LEGAL DESCRIPTION

PERMANENT EASEMENT

A TRACT LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4), SECTION EIGHT (8), 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 SOUTHWEST CORNER OF SAID SW/4; THENCE NORTH 88°59'35" EAST AND ALONG THE SOUTH LINE OF SAID SW/4, FOR A DISTANCE OF 326.21 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 15°43'09" WEST, FOR A DISTANCE OF 319.68 FEET; THENCE NORTH 25°57'33" EAST, FOR A DISTANCE OF 280.28 FEET; THENCE NORTH 10°08'24" WEST, FOR A DISTANCE OF 390.45 FEET; THENCE NORTH 52°23'41" WEST, FOR A DISTANCE OF 235.92 FEET; THENCE NORTH 04°16'25" WEST, FOR A DISTANCE OF 647.31 FEET; THENCE NORTH 45°09'48" WEST, FOR A DISTANCE OF 155.08 FEET TO A POINT ON THE WEST LINE OF SAID SW/4; THENCE NORTH 01°35'57" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 72.55 FEET; THENCE SOUTH 45°09'48" EAST, FOR A DISTANCE OF 226.29 FEET; THENCE SOUTH 04°16'25" EAST, FOR A DISTANCE OF 643.62 FEET; THENCE SOUTH 52°23'41" EAST, FOR A DISTANCE OF 232.91 FEET; THENCE SOUTH 10°08'24" EAST, FOR A DISTANCE OF 426.06 FEET; THENCE SOUTH 25°57'33" WEST, FOR A DISTANCE OF 277.54 FEET; THENCE SOUTH 15°43'09" EAST, FOR A DISTANCE OF 313.78 FEET TO A POINT ON THE SOUTH LINE OF SAID SW/4; THENCE SOUTH 88°59'35" WEST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 51.69 FEET TO THE **POINT OF BEGINNING**. CONTAINING 103,723.21 SQUARE FEET OR 2.38 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: 5-15-2024
   
 DATE OF LAST SITE VISIT: 5-13-2024



**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

JMS

SHEET 2 OF 2

PARCEL NO. 7A

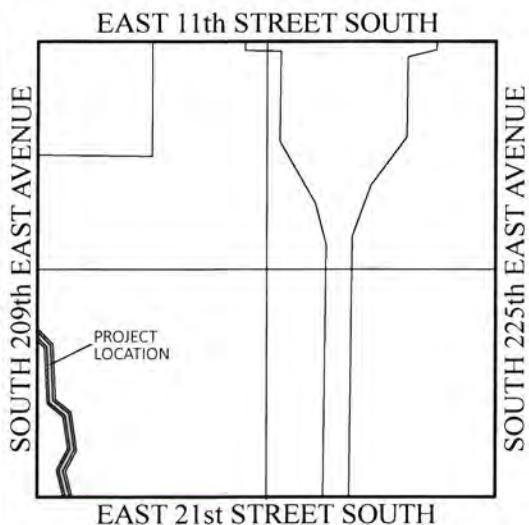
COUNTY WAGONER

PLAT OF SURVEY

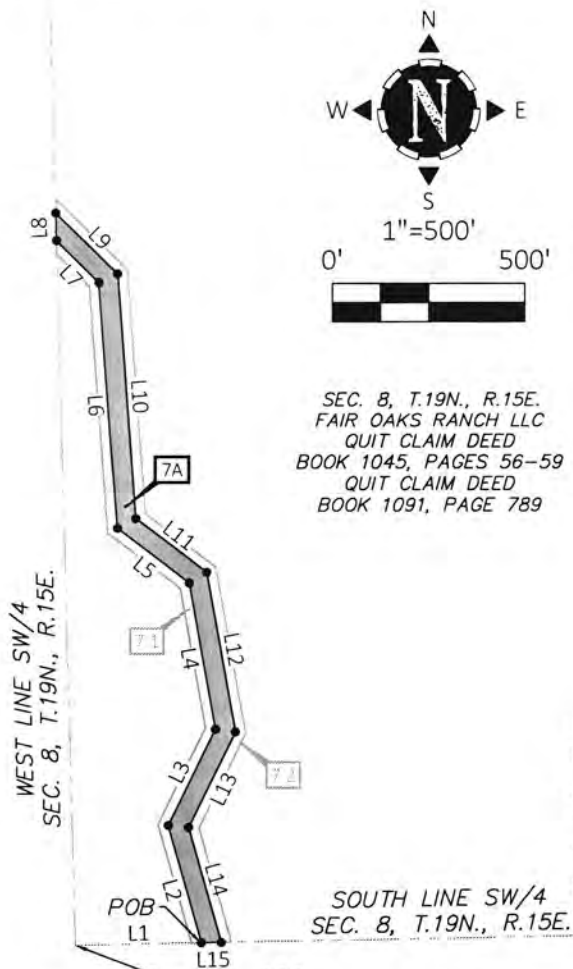
PERMANENT EASEMENT

LEGAL DESCRIPTION: A TRACT OF LAND LOCATED  
IN THE SW/4 OF SECTION 8, TOWNSHIP 19 NORTH,  
RANGE 15 EAST, WAGONER COUNTY, STATE OF  
OKLAHOMA

SEC 8 T 19 N R 15 E



TEMPORARY EASEMENT	0.00	SF	0.00	ACRES
PERMANENT EASEMENT	103,723.21	SF	2.38	ACRES



LINE	BEARING	DISTANCE
L1	N 88°59'35" E	326.21'
L2	N 15°43'09" W	319.68'
L3	N 25°57'33" E	280.28'
L4	N 10°08'24" W	390.45'
L5	N 52°23'41" W	235.92'
L6	N 04°16'25" W	647.31'
L7	N 45°09'48" W	155.08'
L8	N 01°35'57" W	72.55'
L9	S 45°09'48" E	226.29'
L10	S 04°16'25" E	643.62'
L11	S 52°23'41" E	232.91'
L12	S 10°08'24" E	426.06'
L13	S 25°57'33" W	277.54'
L14	S 15°43'09" E	313.78'
L15	S 88°59'35" W	51.69'

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.



NATHANIEL J. REED, P.L.S. 1744

DATE OF SIGNATURE 5-15-2024

DATE OF LAST SITE VISIT

- 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).

**MUNIS**  
INVOICE COVER SHEET

**Vendor Name and Address**  
Wagoner County Clerk

<b>Department #: 32- Public Works</b> <b>Date: 11/7/2025</b> <b>Special Handling</b> <input type="checkbox"/> Wire Transfer <input checked="" type="checkbox"/> Will Pick up Email: PWAdmin@cityoftulsa.org	<b>ACCOUNTS PAYABLE USE</b>  Allocation code: _____
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**MUNIS VENDOR NUMBER**  
2154-2

**MUNIS CONTRACT #**  
\_\_\_\_\_

PROJECT STRING (if applicable)	ORG	OBJECT	AMOUNT
2331S00011.SewerLines.Sewer.7500 <i>DN</i>	75003300	541101	\$32.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

INVOICE NUMBER/DESCRIPTION	TOTAL
Filing Fees Project ES 2022-15 Parcel 7A	\$32.00

**REMARKS**

Purchase Authority <input type="checkbox"/> Special Approval <input type="checkbox"/> Exception <input type="checkbox"/> Contract <input type="checkbox"/>
Invoice <input type="checkbox"/> Original Attached <input type="checkbox"/> Prepay (Attach form) <input type="checkbox"/> Refund <input type="checkbox"/>
Affidavit <input type="checkbox"/> Affidavit attached (form TUL-373) For invoices over \$25,000 <input type="checkbox"/> Not applicable <input type="checkbox"/>

Prepared by: Bruce Hutton

Munis Workflow approval *Evin C Dea*

Date: 11/7/2025

*12/8/25*