

Easement

Version 3.5 released on 7/1/25



Pw0121640

CITY COUNCIL USE ONLY		CITY CLERK USE ONLY	
Date Received: _____	Tracking #: _____	<input type="checkbox"/> Scanned	Date: <u>01.07.2026</u>
Committee Date: _____	Committee: _____	<input type="checkbox"/> Posted	Item #: <u>2601,00044</u>
1 st Agenda Date: _____	Hearing Date: _____		
	2 nd Agenda Date: _____		

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


Primary Details

Board Approval		Other Board Name	City Council Approval
_____		_____	<input checked="" type="radio"/> Yes <input type="radio"/> No
Department	Contact Name	Email	Phone
Public Works	Michelle L. Lester <u>MLL 11/17/25</u>	mlester@cityoftulsa.org	918-596-7262
Easement Type	Owner-Grantor	_____	
Sanitary Sewer	Atmoss, LLC	_____	
Bid/Project Number	Project Title	Council District	
ES 2022-15	Spunky Creek East Branch C1	6	
Section	Township	Range	Addition
8	19	15	UNPLATTED
Lot	Block	Address	
_____	_____	Wagoner County	
Parcel Number	Additional Information/Tracking Number		
5A	_____		

Budget

Contract Types	Funding Source(s)	
<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	TOTAL:	\$32.00

Approvals

Department:		Date: <u>11.19.25</u>
Legal:		Date: <u>12/23/2025</u>
Board:		Date: _____
Mayor:		Date: <u>JAN 07 2026</u>
Other:		Date: _____

Policy Statement

Background Information
 Project ES 2022-15 - Spunky Creek East Branch C1, Parcel 5A
 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: FPB 11.19.25 MSL: YJB 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.

Processing Information for City Clerk's Office

Post Execution Processing	Additional Routing, Processing or Contact Details
<input type="checkbox"/> Mail vendor copy (add'l signature copies attached)	Courtney Jones, 6-9549
<input checked="" type="checkbox"/> Must be filed with other governmental entity	
<input type="checkbox"/> Add'l governmental entity approval(s) required	

2025 KPZ-76011

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 12th 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:

PARCEL NO. SA
COUNTY WAGONER

LEGAL DESCRIPTION

ATMOSS LLC
PERMANENT EASEMENT

A TRACT LAND OF LOCATED IN THE NORTHWEST QUARTER (NW/4) OF 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 NW/4; THENCE NORTH 01°36'30" WEST AND ALONG THE WEST LINE OF SAID NW/4, FOR A DISTANCE OF 132.17 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 01°36'30" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 56.68 FEET; THENCE SOUTH 63°49'28" EAST, FOR A DISTANCE OF 77.41 FEET; THENCE SOUTH 27°14'05" WEST, FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 64°00'05" WEST, FOR A DISTANCE OF 50.06 FEET TO THE **POINT OF BEGINNING**, CONTAINING 31,92.14 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

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

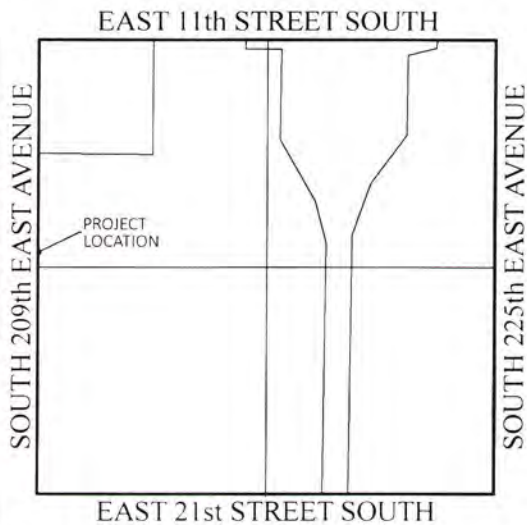
REAL PROPERTY CERTIFICATION:

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
P.L.S. 1744
DATE OF SIGNATURE: 5/16/2024
DATE OF LAST SITE VISIT: 5/16/2024
STATE OF OKLAHOMA
PROFESSIONAL LAND SURVEYOR

NATIVE PLAINS Surveying & Mapping, LLC
A Native American Owned Business
5807 South Garnet Road, Suite K, Tulsa, Oklahoma, 74146
Telephone: 918 234 7596, Fax: 918 893 5552
Certificate of Authorization No. 4916
Expires June 30, 2025

SWJ



PLAT OF SURVEY

ATMOSS LLC
PERMANENT EASEMENT

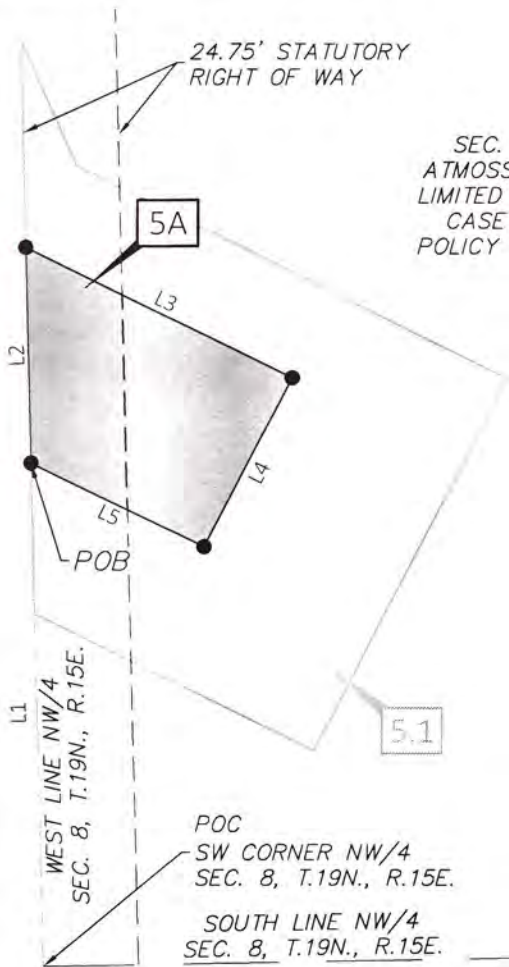
PARCEL NO. 5A

COUNTY WAGONER

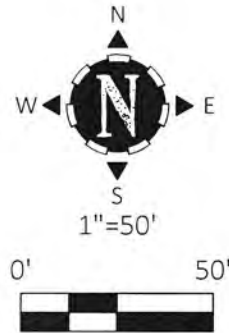
LEGAL DESCRIPTION: A TRACT OF LAND LOCATED
IN THE NW/4 OF SECTION 8, TOWNSHIP 19 NORTH,
RANGE 15 EAST, WAGONER COUNTY, STATE OF
OKLAHOMA

SEC 8 T 19 N R 15 E

TEMPORARY EASEMENT	0.00	SF	0.00	ACRES
PERMANENT EASEMENT	3,192.14	SF	0.07	ACRES



SEC. 8, T.19N., R.15E.
ATMOSS LLC, A DELAWARE
LIMITED LIABILITY COMPANY
CASE #2208-0005-68
POLICY #72306-232228175



LINE	BEARING	DISTANCE
L1	N 01°36'30" W	132.17'
L2	N 01°36'30" W	56.68'
L3	S 63°49'28" E	77.41'
L4	S 27°14'05" W	50.00'
L5	N 64°00'05" W	50.06'

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.

- 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 (1000)

NATHANIEL J. REED
PROFESSIONAL LAND SURVEYOR
P.L.S. 1744
DATE OF SIGNATURE 5-10-2024
DATE OF LAST SITE VISIT

MUNIS
INVOICE COVER SHEET

Vendor Name and Address
Wagoner County Clerk

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

MUNIS CONTRACT #

PROJECT STRING (if applicable)	ORG	OBJECT	AMOUNT
2331S00011.SewerLines.Sewer.7500N	75003300	541101	\$32.00
_____	_____	_____	\$0.00
_____	_____	_____	\$0.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

INVOICE NUMBER/DESCRIPTION	TOTAL
Filing Fees Project ES 2022-15 Parcel 5A	\$32.00

REMARKS

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

Prepared by: Bruce Hutton

Munis Workflow approval *Eileen [Signature]*

Date: 11/7/2025

12/8/25