Easement

Version 3.5 released on 7/1/25

PW0101713

CITY COUNCIL USE ONLY			CITY CLERK USE ONLY
Date Received:	Tracking #:	☐ Scanned	Date: 01.07.2026
Committee Date:	Committee:	☐ Posted	Item #: 2601.00006
1st Agenda Date:	Hearing Date:		
	2nd 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
● Yes ○ No

Department
Public Works

Contact Name
Courtney Jones CJ 12.10.25

Email
courtneyjones@cityoftulsa.org

Phone
918-596-9549

Easement Type
Detention

Owner-Grantor
AmeriKey Capital, Inc.

Bid/Project Number
IDP 226683

Project Title
Mobilehoma Warehouse

Council District
3

Section
35

Township
20

Range
13

Addition
POLSTON SECOND SUB

Lot
10-11

Block
1

Address
6615 E. Easton St.

Parcel Number
770

Additional Information/Tracking Number

Budget

Contract Types
● **No Payments Involved**
○ Revenue Contracts
○ Expense Contracts

Funding Source(s)

DONATION:
TOTAL: $0.00

Approvals

Department:		**Date:**	12.11.25
Legal:		**Date:**	12-17-25
Board:		**Date:**	
Mayor:		**Date:**	JAN 07 2026
Other:		**Date:**	

Policy Statement

Background Information

This Detention easement is being donated by AmeriKey Capital, Inc., a Texas corporation, as a requirement of IDP 226683. This Detention easement is required for infrastructure improvements at Mobilehoma Warehouse.

PDZ: ~~[illegible]~~ 12/11/25 MSL: 12/10/25 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 (addt'l signature copies attached)
☑ **Must be filed with other governmental entity**
☐ Addt'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)

2025-RFP-Clerk

DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **AMERIKEY CAPITAL, INC., a Texas corporation,** (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 Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), POLSTON SECOND SUBDIVISION, a Subdivision to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat No. 535, more particularly described as follows: COMMENCING at the Southwest corner of Section Thirty-five (35), Township Twenty (20) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof; thence North 01°17'58" West along the Westerly line of said Section 35 for 584.38 feet; thence North 88°50'05" East along Westerly extension of the Southerly line of Lot Fourteen (14), POLSTON SECOND SUBDIVISION and along said Southerly line for 361.67 feet to the Point of Beginning; thence North 01°17'58" West for 500.00 feet to a point on the Northerly line of Lot Ten (10), POLSTON SECOND SUBDIVISION; thence North 88°50'05" East along said Northerly line for 296.66 feet to the Northeast corner of said Lot 10; thence South 01°17'58" East along the Easterly lines of Lots 10, 11, 12, 13, and 14 for 500.00 feet to the Southeast corner of Lot 14; thence South 88°50'05" West along the Southerly line of said Lot 14 for 296.66 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 a Stormwater Detention 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 Stormwater Detention Easement shall be in accordance with standards prescribed by the City. Said Stormwater Detention 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 Stormwater Detention Easement shall include mowing and removal of any obstacles that impede the flow of water over and through the Stormwater Detention Easement. In the event said Grantor, its successors and assigns, should fail to adequately and properly maintain said Stormwater Detention 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 Stormwater Detention Easement without approval of the City. However, the Stormwater Detention 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 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 3 day of Dec, 2025.

AMERIKEY CAPITAL, INC.,
a Texas corporation

By:_____
Name: Josh Moody
Title: President

STATE OF ~~OKLAHOMA~~ TX)
) ss.
COUNTY OF ~~TULSA~~ Collin)

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of December, 2025, personally appeared **Josh Moody,** known to be the identical person who subscribed the name of **AMERIKEY CAPITAL, INC., a Texas corporation,** to the foregoing as **President** 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 **AMERIKEY CAPITAL, INC., a Texas corporation,** the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My commission expires:
10/13/2026

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Engineer

ACCEPTED BY CITY COUNCIL:

Date: _____

BY: _____
Name: Karen Gilbert
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 Karen Gilbert, 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 she accepted the within and foregoing instrument as her 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:

_____

PLAT OF SURVEY
STORMWATER DETENTION EASEMENT
EXHIBIT "A"

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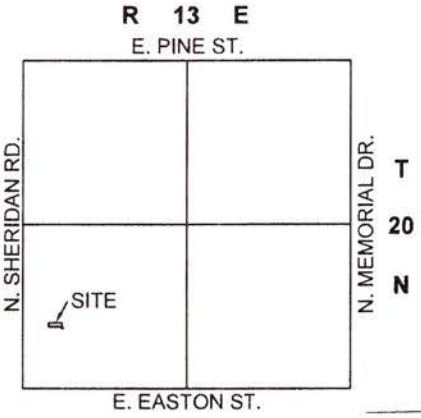


LOCATION MAP

SCALE: 1"=3000'

INDEX

PLAT OF SURVEY..... SHEET 1
LEGAL DESCRIPTION....SHEET 2
CLOSURE REPORT.....SHEET 3

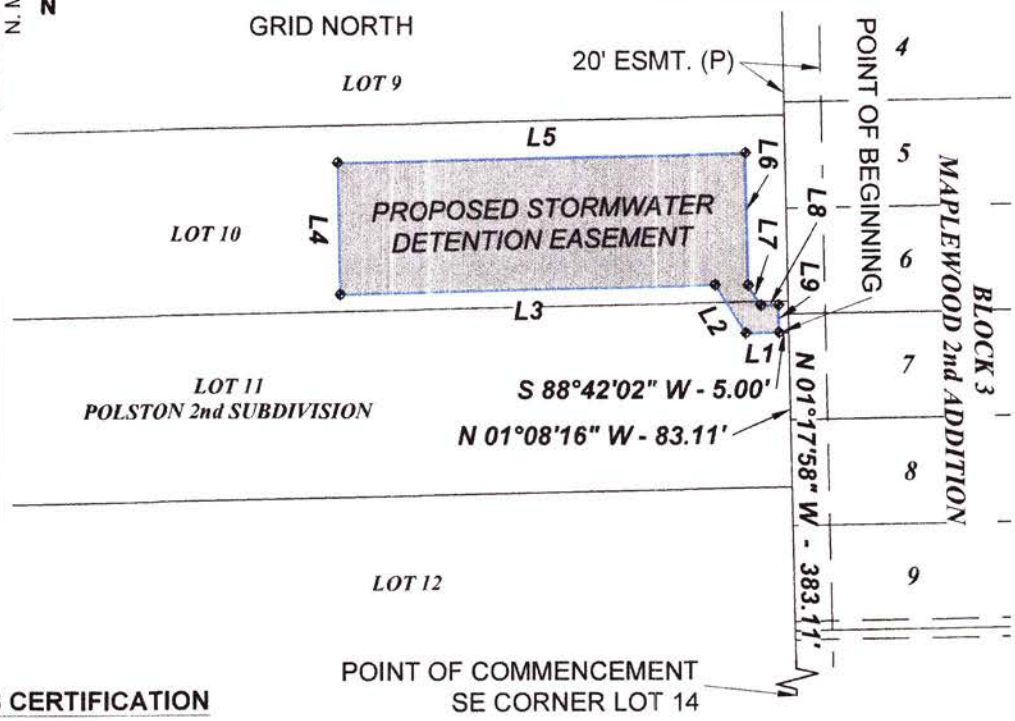
SURVEYOR'S NOTES

◆ = SET 3/8" IRON PIN W/ PURPLE "EASEMNT CA 5848" CAP AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN HEREON.

SCALE: 1" = 100'

0 50 100 200

GRID NORTH



LINE	BEARING	DISTANCE
L1	S 88°42'02" W	18.04'
L2	N 32°13'41" W	30.76'
L3	S 88°45'42" W	201.40'
L4	N 01°15'39" W	71.00'
L5	N 88°51'15" E	219.07'
L6	S 01°21'55" E	71.14'
L7	S 32°13'41" E	12.68'
L8	N 88°42'02" E	9.54'
L9	S 01°17'58" E	15.00'

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED STORMWATER DETENTION EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 31st DAY OF OCTOBER, 2025.

LICENSED PROFESSIONAL LAND SURVEYOR
Andy Fritz
1694
OKLAHOMA

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 25521

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ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026

LEGAL DESCRIPTION
STORMWATER DETENTION EASEMENT
EXHIBIT "A"

STORMWATER DETENTION EASEMENT LEGAL DESCRIPTION:

A TRACT OF LAND THAT IS PART OF LOTS TEN (10) AND ELEVEN (11), POLSTON SECOND SUBDIVISION, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14, OF SAID POLSTON SECOND SUBDIVISION;
THENCE NORTH 01°17'58" WEST ALONG THE EAST LINE OF SAID ADDITION 383.11 FEET;
THENCE SOUTH 88°42'02" WEST 5.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°42'02" WEST 18.04 FEET;
THENCE NORTH 32°13'41" WEST 30.76 FEET;
THENCE SOUTH 88°45'42" WEST 201.40 FEET;
THENCE NORTH 01°15'39" WEST 71.00 FEET;
THENCE NORTH 88°51'15" EAST 219.07 FEET;
THENCE SOUTH 01°21'55" EAST 71.14 FEET;
THENCE SOUTH 32°13'41"EAST 12.68 FEET;
THENCE NORTH 88°42'02"EAST 9.54 FEET;
THENCE SOUTH 01°17'58"EAST AND PARALLEL WITH THE EAST LINE OF SAID POLSTON SECOND SUBDIVISION 15.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 16,056.6 SQ. FEET OR 0.37 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N) NORTH AMERICAN DATUM 1983 (NAD83), USING THE EAST LINE OF OLSTON SECOND SUBDIVISION AS NORTH 01°17'58" WEST.

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS INTENDED TO ILLUSTRATE THE PROPOSED STORMWATER DETENTION EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 31st DAY OF OCTOBER, 2025.

LICENSED PROFESSIONAL LAND SURVEYOR
Andy Fritz
1694
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