

Easement

Version 3.3 released on 6/29/23



PWO121111

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 #: 2502.00398

*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 CP 1.7.25

Email
courtneyjones@cityoftulsa.org

Phone
918-596-9549

Easement Type
Drainage

Owner-Grantor
Greenhill Properties L.L.C.

Bid/Project Number
IDP 99426

Project Title
Greenhill Gateway

Council District
3

Section
8

Township
20

Range
14

Addition
UNPLATTED

Lot

Block

Address
4816 N. 118th Ave. E.

Parcel Number
644

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: 01.07.25

Date: 2-3-25

Date: FEB 12 2025

Date: _____

Date: _____

Policy Statement**Background Information**

This Overland Drainage easement is being donated by Greenhill Properties L.L.C., an Oklahoma limited liability company, as a requirement of IDP 99426. This Overland Drainage easement is required for infrastructure improvements at Greenhill Gateway.

PDZ 01.07.25 MSL 1/7/25 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 (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)

OVERLAND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **GREENHILL PROPERTIES, L.L.C., an Oklahoma limited liability company** (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 LYING IN SECTION EIGHT (8), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION EIGHT (8); THENCE N88°41'42"E AND ALONG THE SOUTH LINE OF SAID SECTION EIGHT (8) FOR A DISTANCE OF 1182.93 FEET; THENCE N01°14'11"W FOR A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE S88°41'42"W FOR A DISTANCE OF 346.40 FEET; THENCE N67°44'49"W FOR A DISTANCE OF 275.22 FEET; THENCE N47°00'14"W FOR A DISTANCE OF 578.54 FEET; THENCE N32°39'18"W FOR A DISTANCE OF 247.98 FEET; THENCE N12°51'28"W FOR A DISTANCE OF 221.00 FEET; THENCE N01°27'33"W FOR A DISTANCE OF 815.73 FEET; THENCE N14°59'05"E FOR A DISTANCE OF 2147.44 FEET; THENCE N23°13'40"E FOR A DISTANCE OF 334.10 FEET; THENCE N29°05'08"E FOR A DISTANCE OF 701.45 FEET; THENCE N49°12'34"E FOR A DISTANCE OF 470.36 FEET; THENCE N88°44'10"E FOR A DISTANCE OF 320.51 FEET; THENCE N84°09'45"E FOR A DISTANCE OF 501.60 FEET; THENCE N88°45'00"E FOR A DISTANCE OF 351.84 FEET; THENCE N01°24'14"W FOR A DISTANCE OF 10.00 FEET; THENCE N88°44'17"E FOR A DISTANCE OF 1359.86 FEET; THENCE S88°23'58"E FOR A DISTANCE OF 400.50 FEET; THENCE N88°44'17"E FOR A DISTANCE OF 400.00 FEET; THENCE N77°25'41"E FOR A DISTANCE OF 101.98 FEET; THENCE N88°45'15"E FOR A DISTANCE OF 379.55 FEET; THENCE S01°21'39"E FOR A DISTANCE OF 2582.34 FEET; THENCE S88°42'50"W FOR A DISTANCE OF 1318.84 FEET; THENCE S01°22'56"E FOR A DISTANCE OF 2595.75 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT

CITY OF TULSA
OFFICE OF CITY CLERK
175 East 2nd Street – Suite 260
TULSA, OK 74103

THROUGH AN ANGLE OF $04^{\circ}12'18''$, HAVING A RADIUS OF 34517.47 FEET, A LENGTH OF 2533.26 FEET AND WHOSE LONG CHORD BEARS $N88^{\circ}58'32''W$ FOR A DISTANCE OF 2532.69 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE $S88^{\circ}46'07''W$ FOR A DISTANCE OF 239.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT CITY OF TULSA WATERLINE PROPERTY LOCATED IN THE NORTH HALF OF SECTION 8 AND **LESS AND EXCEPT** THE FOLLOWING DESCRIBED TRACT OF LAND PLATTED AS COSTCO NORTH TULSA ADDITION;

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER ($W1/2$ SW $1/4$) OF SECTION EIGHT (8), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE & MERIDIAN (I. B. & M.) ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION EIGHT (8); THENCE $N88^{\circ}41'42''E$ AND ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION EIGHT (8) FOR A DISTANCE OF 1277.93 FEET; THENCE $N01^{\circ}14'11''W$ FOR A DISTANCE OF 140.00 FEET TO POINT OF BEGINNING BEING ON THE PRESENT NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 266; THENCE $S88^{\circ}46'07''W$ FOR A DISTANCE OF 110.00 FEET; THENCE $S88^{\circ}41'42''W$ FOR A DISTANCE OF 331.40 FEET; THENCE $N67^{\circ}44'49''W$ FOR A DISTANCE OF 275.22 FEET; THENCE $N47^{\circ}00'14''W$ FOR A DISTANCE OF 578.54 FEET; THENCE $N32^{\circ}39'18''W$ FOR A DISTANCE OF 247.98 FEET; THENCE $N12^{\circ}51'23''W$ FOR A DISTANCE OF 221.03 FEET; THENCE $N01^{\circ}27'31''W$ FOR A DISTANCE OF 318.05 FEET; THENCE $N89^{\circ}03'53''E$ FOR A DISTANCE OF 971.18 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $10^{\circ}51'18''$, HAVING A RADIUS OF 812.00 FEET, A LENGTH OF 153.84 FEET AND WHOSE LONG CHORD BEARS $N12^{\circ}15'33''W$ FOR A DISTANCE OF 153.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE $N83^{\circ}10'06''E$ FOR A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH $27^{\circ}30'47''$, HAVING A RADIUS OF 712.00 FEET, A LENGTH OF 341.90 FEET AND WHOSE LONG CHORD BEARS $S20^{\circ}35'18''E$ FOR A

DISTANCE OF 338.62 FEET TO THE BEGINNING OF A TANGENT CURVE. SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 33°16'57", HAVING A RADIUS OF 812.00 FEET, A LENGTH OF 471.68 FEET AND WHOSE LONG CHORD BEARS S17°42'13"E FOR A DISTANCE OF 465.08 FEET. THENCE S01°03'32"E A DISTANCE OF 648.95 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 1,321,892 SQUARE FEET OR 30.35 ACRES MORE OR LESS.

(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 an Overland Drainage 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 Overland Drainage Easement shall be in accordance with standards prescribed by the City. Said Overland Drainage 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 Overland Drainage Easement shall include mowing and removal of any obstacles that impede the flow of water over and through the drainage easement. In the event said Grantor, its successors and assigns, should fail to adequately and properly maintain said Overland Drainage 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 Overland Drainage Easement without approval of the City. However, the Overland Drainage 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.

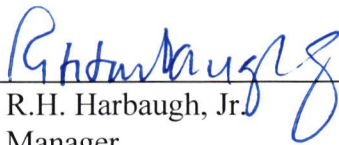
The City is hereby given and granted the exclusive possession of Second Property for the purposes aforesaid and Grantor, for itself and its successors and assigns, covenants and agrees that no building, structure, fence, wall or other above ground obstruction will be placed, erected, installed or permitted 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.

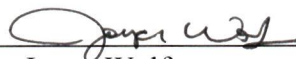
TO HAVE AND TO HOLD Such easement and right-of-way unto the City, its successors or assigns, forever.

Dated this 11 day of December, 2024.

**GREENHILL PROPERTIES, L.L.C.,
an Oklahoma limited liability company,**

By: 
Name: R.H. Harbaugh, Jr.
Title: Manager

**GREENHILL PROPERTIES, L.L.C.,
an Oklahoma limited liability company,**

By: 
Name: Joyce Wolfe
Title: Manager

[illegible]

Before me, the undersigned, a Notary Public, in and for said County and State on this 11 day of December, 2024, personally appeared **R.H. Harbaugh, Jr.**, known to be the identical person who subscribed the name of **GREENHILL PROPERTIES, L.L.C., an Oklahoma limited liability company**, to the foregoing as its Manager 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 **GREENHILL PROPERTIES, L.L.C., an Oklahoma limited liability company**, for the uses and purposes therein set forth.

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

My commission expires:
2-26-2027

Marla E. Hyatt

Notary Public
State of Oklahoma
MARLA E. HYATT
TULSA COUNTY
COMMISSION #15001994
Comm. Exp. 02-26-2027

[illegible]

Before me, the undersigned, a Notary Public, in and for said County and State on this 11 day of December, 2024, personally appeared **Joyce Wolfe**, known to be the identical person who subscribed the name of **GREENHILL PROPERTIES, L.L.C., an Oklahoma limited liability company**, to the foregoing as its Manager and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of **GREENHILL PROPERTIES, L.L.C., an Oklahoma limited liability company**, for the uses and purposes therein set forth.


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

My commission expires:
2-26-2027

Marla E Hyatt

Notary Public
State of Oklahoma
MARLA E. HYATT
TULSA COUNTY
COMMISSION #15001994
Comm. Exp. 02-26-2027

APPROVED AS TO FORM:



Assistant City Attorney

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

[illegible]

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: _____

[illegible]

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: _____

EASEMENT EXHIBIT LEGAL DESCRIPTION

A TRACT OF UNPLATTED LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4, SW/4), SECTION EIGHT (8), TOWNSHIP TWENTY (20) NORTH, RANGE FOURTEEN (14) EAST, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF COSTCO NORTH TULSA ADDITION, LYING IN THE SOUTHWEST QUARTER, SECTION 8. T-20-N, R-14-E, TULSA COUNTY; THENCE N01°27'32"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 FOR A DISTANCE OF 17.50 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING N01°27'32"W FOR A DISTANCE OF 15.00 FEET; THENCE N89°03'53"E PARALLEL TO THE NORTH LINE OF SAID LOT 1, BLOCK 1 FOR A DISTANCE OF 740.00 FEET; THENCE S01°27'32"E PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 FOR A DISTANCE OF 15.00 FEET; THENCE S89°03'53"W PARALLEL TO THE NORTH LINE OF LOT 1, BLOCK 1 OF SAID COSTCO NORTH TULSA ADDITION FOR A DISTANCE OF 740.00 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINING 11,100 SQUARE FEET.

LEGAL DESCRIPTION WAS PREPARED ON OCTOBER 3, 2024 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 8 T-20-N, R-14-E AS N01°27'32"W.
FIELD DATE: OCTOBER 2, 2024

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT OF WALLACE DESIGN COLLECTIVE, CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND THAT THE SURVEY OF THE EASEMENT MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 3RD DAY OF OCTOBER, 2024.



CLIFF BENNETT, PLS
OKLAHOMA NO.1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2025

Page 1 of 2

