

# Easement

Version 3.3 released on 6/29/23



PW 0121087

**CITY COUNCIL USE ONLY**

Date Received: \_\_\_\_\_  
 Committee Date: \_\_\_\_\_  
 1<sup>st</sup> Agenda Date: \_\_\_\_\_

Tracking #: \_\_\_\_\_

Committee: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

2<sup>nd</sup> Agenda Date: \_\_\_\_\_**CITY CLERK USE ONLY**☐ Scanned

Date: 03.16.2025

☐ Posted

Item # 2503.00651

**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  
10A

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 10A

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: 01.24.25 MSL: 02/05/2025 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-0093

## 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:

(50.00 foot Restricted Sanitary Sewer Easement, Parcel 10A)

**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 Attached 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.

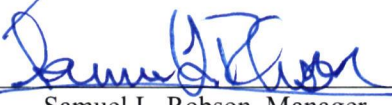
**TO HAVE AND TO HOLD** the above-described Non-Exclusive Sanitary Sewer Easement and rights unto Grantee, its successors and assigns until such Sanitary Sewer shall be abandoned or removed. It is mutually agreed between the parties that failure by the Grantee to use the Easement herein granted thereunder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

[illegible]

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 Henning  
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:

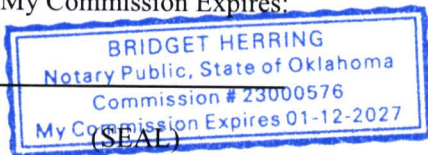


Bridget Herring  
Notary Public

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:

\_\_\_\_\_

PARCEL NO. 10A  
 COUNTY WAGONER

### LEGAL DESCRIPTION

FAIR OAKS RANCH LLC  
 PERMANENT EASEMENT

A TRACT LAND LOCATED IN THE NORTHEAST QUARTER (NE/4), 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 NORTHWEST CORNER OF SAID NE/4; THENCE NORTH 88°25'55" EAST AND ALONG THE NORTH LINE OF SAID NE/4, FOR A DISTANCE OF 281.70 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25'55" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 69.03 FEET; THENCE SOUTH 42°01'20" WEST, FOR A DISTANCE OF 154.65 FEET; THENCE NORTH 47°58'40" WEST, FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 42°01'20" EAST, FOR A DISTANCE OF 107.05 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,542.66 SQUARE FEET OR 0.15 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

*(Signature)*  
*12-2024*  
*3-19-2024*

PROFESSIONAL LAND SURVEYOR  
 NATHANIEL J. REED  
 P.L.S. 1744  
 STATE OF OKLAHOMA

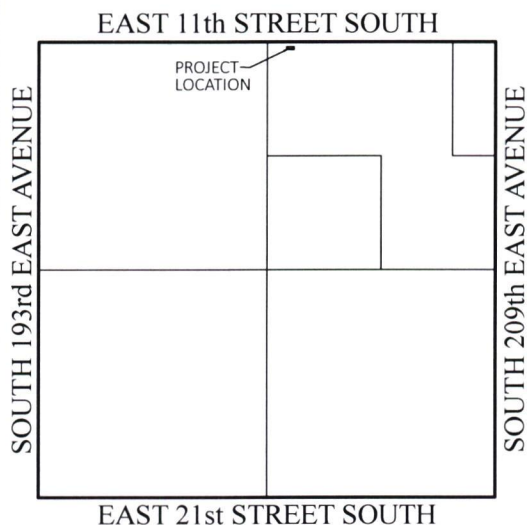


Jms

SHEET 2 OF 2  
PLAT OF SURVEY

FAIR OAKS RANCH LLC  
PERMANENT EASEMENT

PARCEL NO. 10A  
COUNTY WAGONER

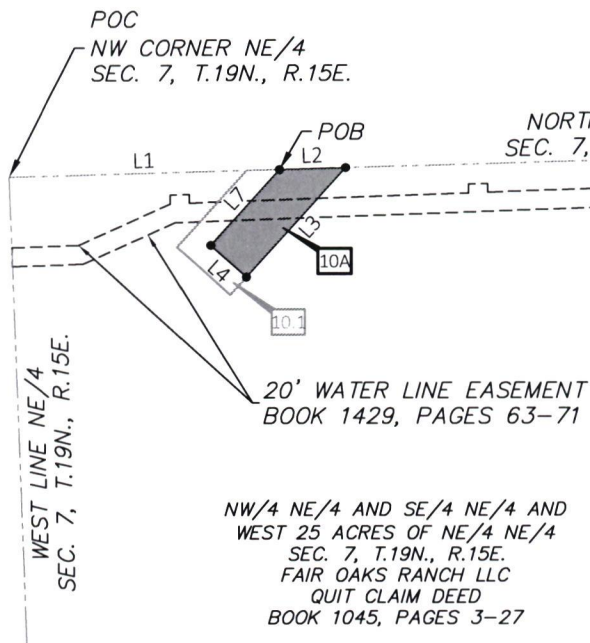
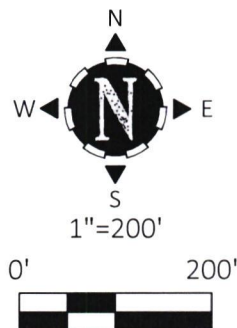


LEGAL DESCRIPTION: A TRACT OF LAND LOCATED  
IN THE NE/4 OF SECTION 7, TOWNSHIP 19 NORTH,  
RANGE 15 EAST, WAGONER COUNTY, STATE OF  
OKLAHOMA

SEC 7 T 19 N R 15 E

TEMPORARY EASEMENT	0.00	SF	0.00	ACRES
PERMANENT EASEMENT	6,542.66	SF	0.15	ACRES

LINE	BEARING	DISTANCE
L1	N 88°25'55" E	281.70'
L2	N 88°25'55" E	69.03'
L3	S 42°01'20" W	154.65'
L4	N 47°58'40" W	50.00'
L7	N 42°01'20" E	107.05'



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 (1993).

NATHANIEL J. REED  
NATHANIEL J. REED  
DATE OF SIGNATURE  
DATE OF LAST SITE VISIT



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

Project string

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Project \*2131S00004Spunky Creek MS Interceptor S - C1Description

▲

Phase \*SewerLinesSewer lines

▲

Task \*SewerSewer projects

Sub-Task \*7500NTMUA Sewer Capital ProjectsJustification

Name \*Spunky Creek MS Interceptor S

Short Name \*Spunky Crk

StatusActive▼Project Available Bu

Projected date range03/24/2021📅to03/24/2025📅

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	



Project Expense Inquiry [City of Tulsa]

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

Project string

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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				

**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.7500N

75003308

541101

\$36.00

\$0.00

\$0.00

**INVOICE NUMBER/DESCRIPTION**

Filing Fees

Project ES 2022-15

Parcel 10A

**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

EL

**Date:** 11/22/2024