

CITY OF ARDMORE
ENGINEERING DEPARTMENT
Ardmore, Oklahoma

Commission Letter No. 5450

Meeting Date: June 20, 2022

Mayor and City Commissioners
City of Ardmore, Oklahoma

SUBJECT: Acceptance of Permanent Easement and Right of Way and Release from Agreement with the City for Paving Costs
Re Sunset & Hollingsworth Resurfacing and Storm Sewer Project

Dear Mayor and Commissioners:


As a part of the improvements proposed along Sunset Drive and Hollingsworth Drive which include new surfacing and storm sewer installation between Cloverleaf and 6th Avenue SW, the City needs additional right-of-way along the northern side of Hollingsworth Drive. Two (2) of the required Parcels belong to the Ann M. Nakpairat Revocable Trust. The additional right-of-way are strips of land which lie along and parallel to Hollingsworth Drive that are both 35 feet in width with Parcel 3.0 being approximately 302 feet in length and Parcel 3.1 being approximately 234 feet in length. This amounts to approximately 0.19 and 0.24 acres, respectively. The Ann M. Nakpairat Revocable Trust has agreed to provide said Easements, attached herewith.

In consideration of the Easements listed above, we request the Mayor and Commissioners release and cancel an agreement the City had made with Ann Nakpairat in 1996 for the costs of paving Forest Lane in the City of Ardmore. The obligation of the Ann Nakpairat Trust to the City is for this construction is \$17,000.00, and the appraised value of the Easements are approximately \$9,353.00.

We recommend and request that the Commission accept the Easement, as well as cancel and release the Ann Nakpairat Trust from the Agreement and authorize the Mayor to execute the same.

Sincerely,


Josh Randell, PE, CFM
City Engineer (Interim)

Reviewed by: 
City Manager

PERMANENT EASEMENT AND RIGHT OF WAY

That Ann M. Nakpairat Revocable Trust, of 5654 Braemar Drive, Frisco, Texas 75034, ("Grantor"), in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby assign, grant, and convey unto the City of Ardmore, Oklahoma, a municipal corporation, Carter County, Oklahoma, whose mailing address is 23 South Washington Street, Ardmore, OK 73401 ("Grantee"), for the use and benefit of its franchisees and the Public, a Permanent Easement and Right of Way, on, under, over, above and across the following described real property and premises belonging to the Grantor and situated in Carter County, Oklahoma:

EXHIBIT "A" [including description and plat]
[Parcel 3.1]

with a limited, non-exclusive right of ingress and egress to and from the same, for the purpose of constructing, operating, maintaining, and repairing street improvements, storm sewerage, sanitary sewerage, gas lines, electric lines, communications facilities, and landscaping located thereon (the "Easement").

This Easement is subject to all existing easements, rights-of-way, encumbrances and restrictions of record, and is further subject to the following conditions:

A. Grantor owns property adjacent to and along an existing City of Ardmore street, portions of which shown in Exhibit "A" are required by the Grantee for the purposes of widening the street and to provide municipal infrastructure improvements, street and sidewalk access, and utility services.

B. Grantee and its franchisees shall have the right to build or construct any structure upon the Easement and Right of Way and shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of said Easement as are consistent with the purpose expressed herein, provided that:

1) Grantor shall retain the right to adjust the grade of the land and install such landscaping, fences, sidewalks, and appurtenant features within or adjacent to the Easement as Grantor may deem necessary or beneficial to maintain the property;

2) Grantee shall repair and restore land within and adjacent to the Easement incidentally disturbed or requiring adjustment during construction to a state equal to or better than now currently exists;

3) Grantor shall not construct any permanent structure, including building, pond, water feature, or monument, that might impair Grantee's ability to access, maintain or repair the utilities permitted therein;

4) Grantor shall have driveway and vehicular access from subject property to the adjacent street consistent with accepted engineering traffic design standards; and City shall not

ACCEPTANCE BY THE CITY OF ARDMORE, OKLAHOMA

The foregoing Easement and Right of Way is hereby accepted by the City of Ardmore, Oklahoma on this

_____ day of _____, 2021.

CITY OF ARDMORE, OKLAHOMA

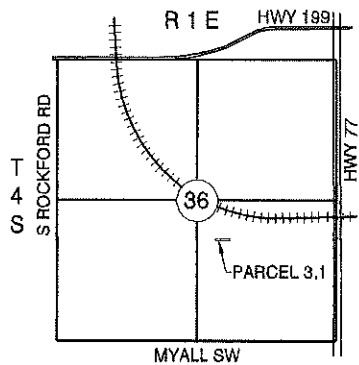
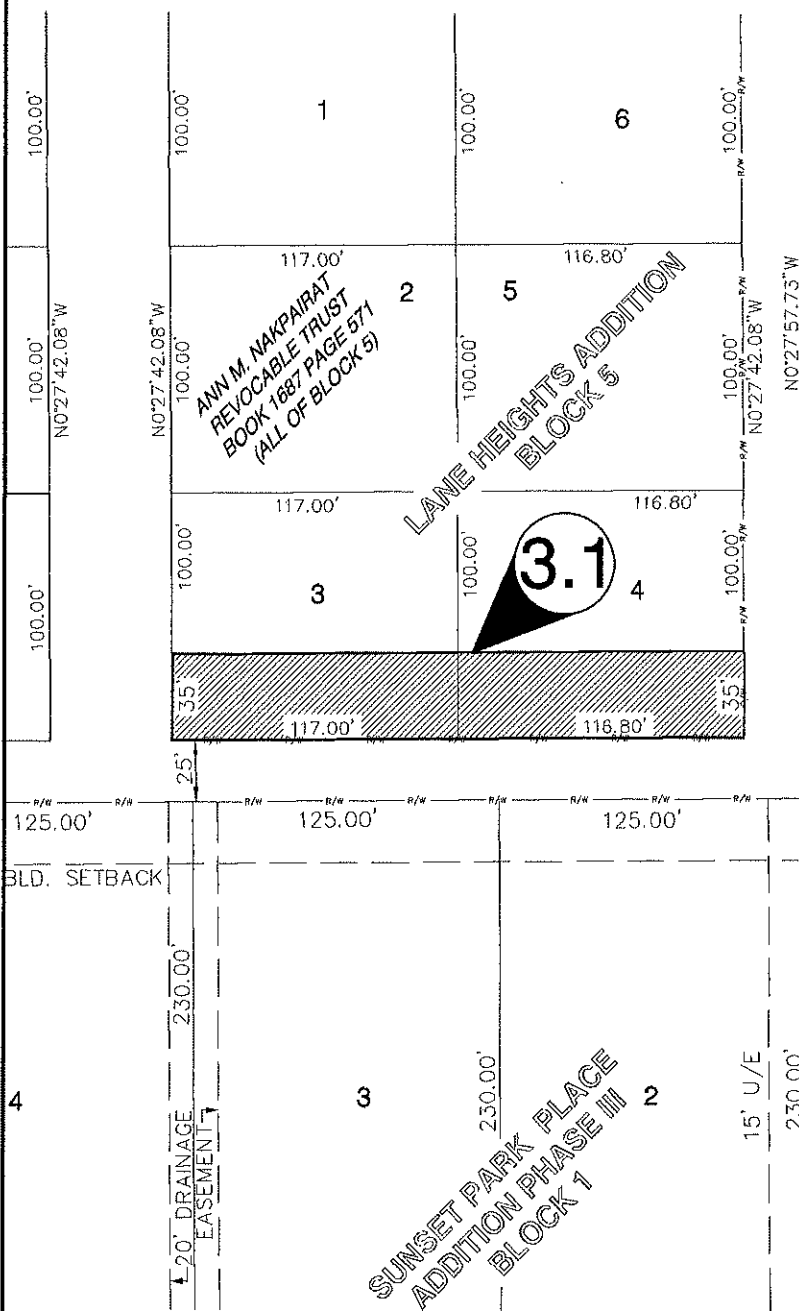
Sheryl Ellis
Mayor

ATTEST:

_____ (SEAL)
Lori Linney
City Clerk

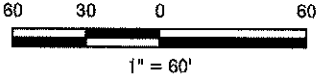
Attachments:
Exhibit "A" (including description and plat)

ANN M. NAKPAIRAT REVOCABLE TRUST



- LEGEND**
- PROPOSED RIGHT-OF-WAY
 - EASEMENT LINE
 - PRESENT RIGHT OF WAY
 - PARCEL NUMBER

BASIS OF BEARING IS
OKLAHOMA STATE PLANE
(SOUTH ZONE)



SUNSET DRIVE PROPOSED RIGHT OF WAY - PARCEL 3.1

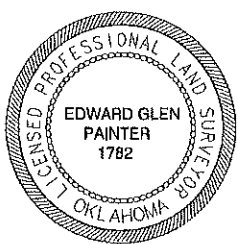
A strip, piece or parcel of land lying in Lot 3 & 4, of Block 5, of Lane Heights Addition, according to the recorded plat thereof, in Carter County, Oklahoma. Said parcel of land being described as follows:

All of the South 35.00 feet of said Lots 3 & 4, Block 5, of Lane Heights Addition

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Oklahoma Minimum Standards" for the practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

I, Edward G. Painter, a Registered Professional Land Surveyor in the State of Oklahoma do hereby state that a careful survey of the property described above was made under my direct supervision and is correctly shown here-on.

July 16, 2021



CERTIFICATE OF AUTHORIZATION NO.: 3638 EXPIRES 08/30/2022 (PE & LS)

WEST
480 24th Ave. NW, Suite 244
Norman, Oklahoma 73069
P (405) 307-8378 F (405) 842-1284

CARTER COUNTY

SCALE: 1" = 60'	DATE: 7-16-2021
DRAWN: DM	APPROVED: DM
FILE: #60-07546	CONTRACT NO. C0518
SHEET: 1 OF 1	

RELEASE AND CANCELLATION OF PAVING AGREEMENT

Whereas, on June 10, 1996, Ann Nakpairat and City of Ardmore entered into an Agreement for the payment to the City of Ardmore of costs of paving Forest Lane in City of Ardmore; and

Whereas, the City of Ardmore has determined the rights and obligations contained in the Agreement are no longer necessary or useful and should be cancelled, set aside, and released since the roadway has been paved; and

Whereas, Nakpairat has granted a right of way easement to the City of Ardmore for improvement of Sunset Drive at no cost to the City as consideration for the release of the obligations of Nakpairat under the 1986 Agreement.

Now Therefore in Consideration of the right of way easement dedication, the City of Ardmore hereby releases, cancels, and sets aside the Agreement, dated June 10, 1996 requiring Nakpairat to pay certain costs of paving Forest Lane to the City of Ardmore and releases Nakpairat from the rights and obligations under the Agreement.

Dated this _____ day of _____, 2022.

City of Ardmore, Oklahoma

By: _____

Mayor

Attest: _____

City Clerk