

Real Property

Version 1.4 released on 4/8/22

ENC0119179



CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

Scanned Date: 09.07.2022
 Posted Item #: 2209.01935

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

Contact Name

Email

Phone

Engineering Services

Michelle L. Lester

mlester@cityoftulsa.org

(918) 596-7266

Real Property Record Type

Name

License Agreement or Revocation

Bluewater Properties, LLC

Subject (Description)

projecting sign and three awnings

Bid/Project Number

Project Title

Council District

5-4-21-90

4

Section

Township

Range

Parcel

9

19

13

Lot

Block

Addition

7

3

SUMMIT HEIGHTS ADDN

Address

Additional Information/Tracking Number

1427 S Harvard Ave

41075-93-09-09740

Budget

Funding Source(s)

TOTAL:

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

[Handwritten signatures]

Kathryn Junk
Mayor Pro Tem

Date: 07.18.22

Date: 8-25-22

Date: _____

Date: SEP 07 2022

Date: _____

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and Bluewater Properties, LLC for a projecting sign and three awnings.

The location is shown on the attached Exhibit. The request for the License Agreement was reviewed by City staff and representatives of various boards, authorities and utilities with no objections.

The Engineering Services Department recommends approval of the attached License Agreement.

MSL/kir

MSL 7/15/22

Summation of the Requested Action

Approve agreement

Other Pertinent Details

Location: 1427 S Harvard Ave, Tulsa; S09-T19-R13; 5-4-21-90

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 and Processing Details

Original to be picked up by Courtney Jones 6-9549

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF TULSA, OKLAHOMA**, a municipal corporation, 175 East Second Street, Tulsa, OK 74103 (hereinafter referred to as "City") and **BLUEWATER PROPERTIES, LLC**, an Oklahoma limited liability company (hereinafter referred to as "Licensee"),

WITNESSETH:

WHEREAS, City owns certain real property, adjacent to:

Lots Six (6) and Seven (7), Block Three (3), SUMMIT HEIGHTS ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof, more particularly described in Exhibit "A";

WHEREAS, Licensee has applied for a license to install, use and maintain certain improvements, to-wit: **projecting sign and three awnings** in and upon the said real property, and

WHEREAS, City is agreeable to the issuance of said license, subject to the covenants and conditions set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN CITY AND LICENSEE AS FOLLOWS:

1. City does hereby grant this license to Licensee to construct, install and maintain the said improvements, in substantial conformity with attached Exhibit "A", in and upon City's real property, provided that such use does not unreasonably interfere with public use of the said property.
2. This license is unconditionally revocable at any time at the will of City, and is subject to and subordinate to City's right to maintain, use, alter or excavate any portion of City's said real property. This license is subject to and subordinate to any rights heretofore or hereafter granted by City to any public utility or franchise holder, to construct, install, operate, maintain, repair or replace any utility or appurtenance thereto, or to use any portion of City's said real property. Should removal, construction and/or excavation become necessary in City's opinion, Licensee agrees to hold City harmless for any loss or damage to Licensee's improvement(s); City shall not be responsible to replace any of Licensee's improvement(s).
3. The said improvements shall at all times be and remain the property of Licensee. It is specifically agreed that Licensee shall install and maintain said improvements at Licensee's

own expense, and at Licensee's own risk. During the term of this agreement, Licensee shall maintain the said improvements in a functional, safe and attractive condition.

4. Licensee shall indemnify and hold City, and its employees, officers, elected officials and agents, harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorney fees, witness fees and costs of defending any such claim, or appeals therefrom, which arise in any way out of Licensee's installation, use or maintenance of said improvements, including but not limited to, any interference or damage to any third person or property.
5. Upon termination of this license as herein provided, Licensee shall, if City so desires, and after receiving prior written demand from City, remove said improvements and restore the said real property, as nearly as is practical, to the state and condition of its existence prior to the installation of said improvements, ordinary wear and tear excepted, to the reasonable satisfaction of City.
6. Nothing herein shall release Licensee or its contractors from their duty to obtain necessary permits and comply with all applicable ordinances, laws and regulations, including but not limited to mechanical, electrical and building codes, fire and safety regulations, ADA standards, street-closing and zoning ordinances
7. This license, when duly recorded in the office of the County Clerk, shall bind Licensee's successors in title, and shall run with the land.
8. This license is not assignable or transferable by Licensee without the prior written consent of City.
9. The effective date of this agreement shall be the date on which it is executed by the City of Tulsa

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates set forth below.

BLUEWATER PROPERTIES, LLC,
an Oklahoma limited liability company

By: Shelley Waters
Name:
Title: Manager

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 30th day of June, 2022, personally appeared Shelly Waters, to me known to be the identical person who subscribed the name of BLUEWATER PROPERTIES, LLC, an Oklahoma limited liability company, to the foregoing as its Manager, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of BLUEWATER PROPERTIES, LLC, an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

Teresa Bailey
Notary Public

My Commission Expires:

12/16/2022



APPROVED:

Audrey D Blank
Assistant City Attorney

APPROVED:

[Signature]
City Engineer

APPROVED BY CITY COUNCIL:

Date: _____

BY: _____
Lori Decter Wright, Chair

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said County and State, on the ____ day of _____, 2022, personally appeared Lori Decter Wright, 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 she approved 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:

APPROVED BY MAYOR:

CITY OF TULSA, OKLAHOMA,
a municipal corporation

Date: _____

G. T. Bynum, 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 _____, 2022, personally appeared G. T. Bynum, 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:



Application for
Right-of-way / Easement
Closure or Encroachment Agreement

APPLICATION IS HEREBY MADE TO THE CITY OF TULSA TO CONSIDER THE FOLLOWING:

CHOOSE (1) CLOSURE: ENCROACHMENT: X

CHOOSE (1) RIGHT-OF-WAY: EASEMENT: X AIR SPACE:

County Assessor Parcel Number: 41075-93-09-09740 Zoning:

Property Location: 1427 S. Harvard Avenue, Tulsa, OK, 74112

Legal Description: Subdivision: Summit Heights Addn Plat No.:

Lot: 7 Block: 3

Section: 9 Township: 19 Range: 13

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Jesse Bucelluni

Applicant Company: Claude Neon Federal Signs Inc.

Applicant D.B.A.:

Address: 1225 N. Lansing Avenue

City: Tulsa State: OK Zip: 74106

Phone: 918-808-5331 Email: jesseconf@gmail.com

Secondary Point of Contact: Cricut

Phone: 918-587-7171 Email: cricut@cnfsigns.com

Property Owner(s) of Record: Shelly Waters

Address: 1427 S. Harvard Avenue

City: Tulsa State: OK Zip: 74112

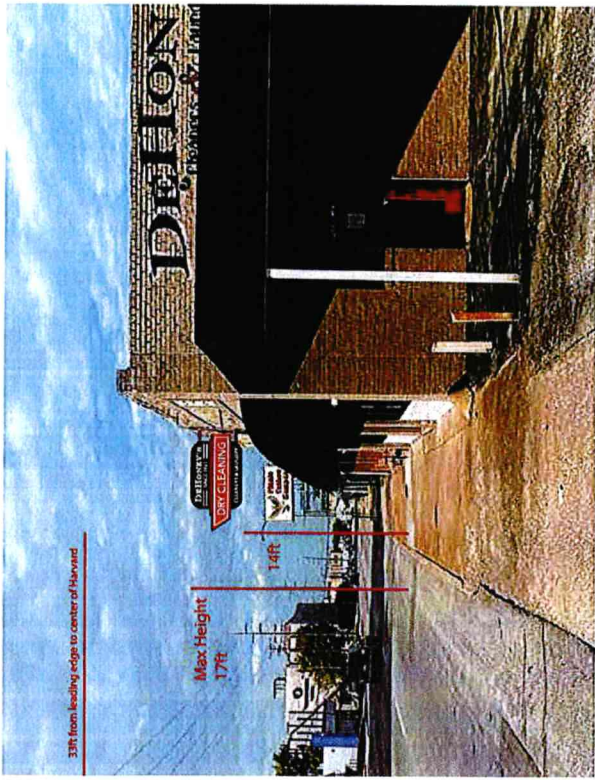
Phone: 918-857-0550 Email: swaters@waterstonecleaners.com

Signatures

Applicant: Jesse Bucelluni Date: 12-2-2021

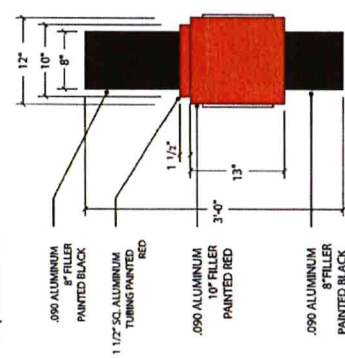
Property Owner(s): Shelly Waters Date: 12-2-2021

Date: Date:

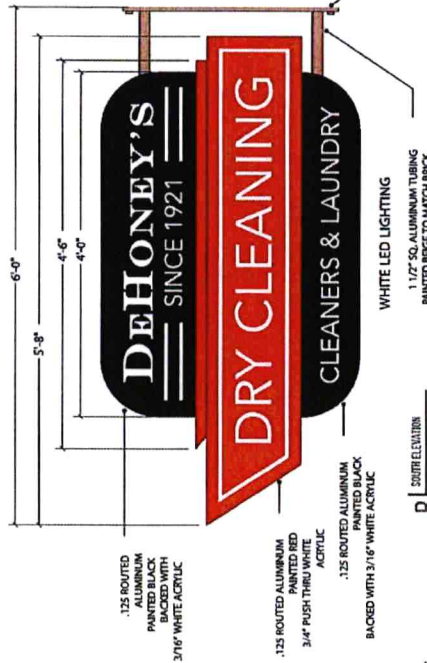


A SOUTH ELEVATION
SCALE 1/8" = 1'-0"

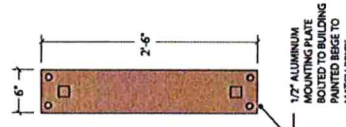
B SOUTH ELEVATION
SCALE 1/8" = 1'-0"



A FRONT ELEVATION
SCALE 3/4" = 1'-0"



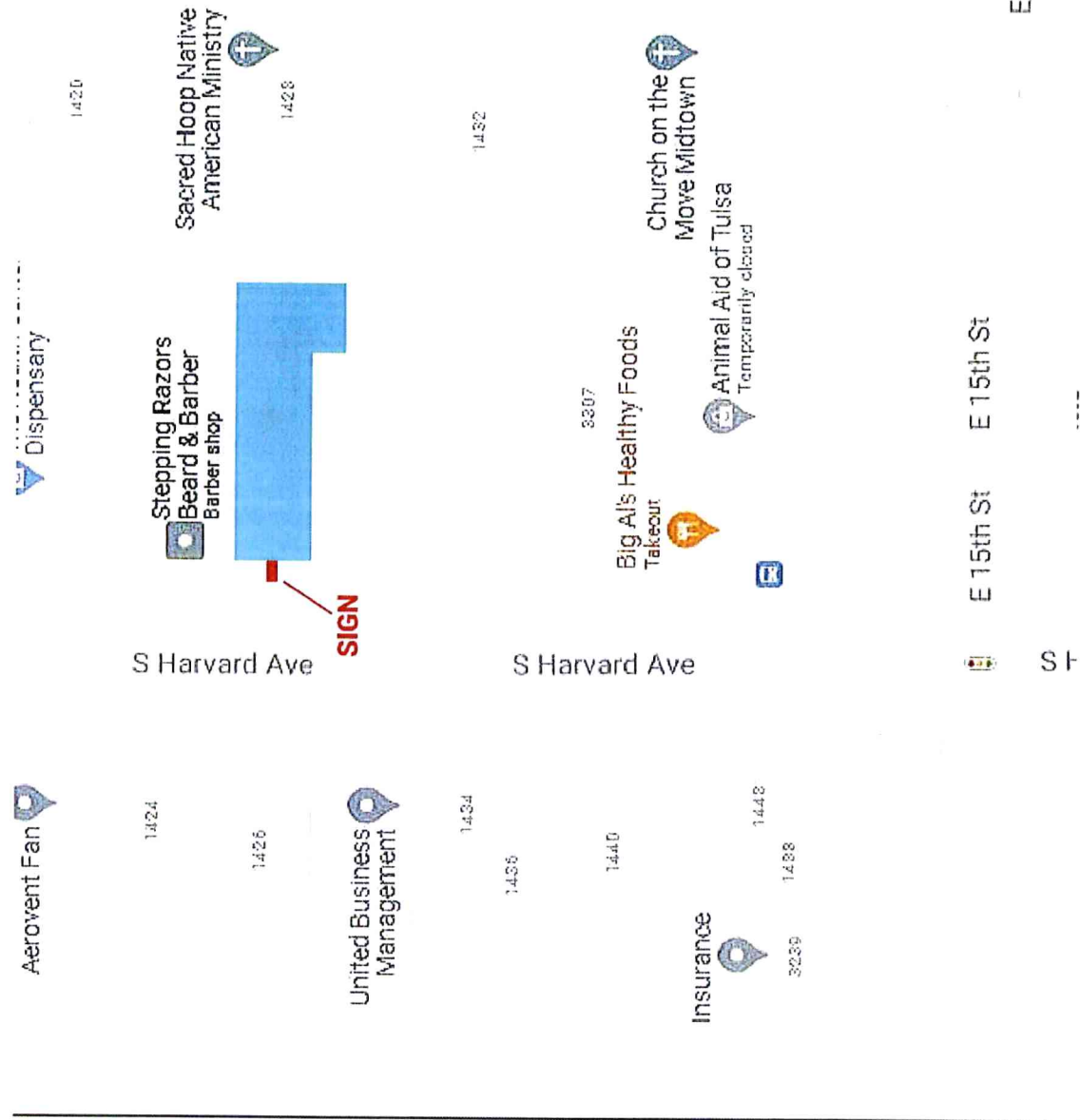
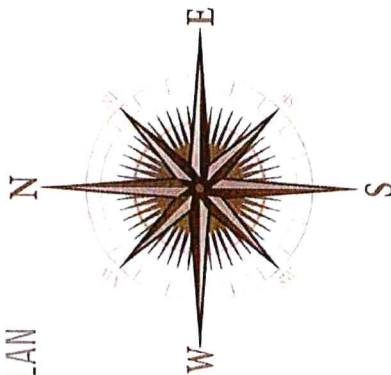
B SOUTH ELEVATION
SCALE 3/4" = 1'-0"



C NORTH ELEVATION
SCALE 3/4" = 1'-0"

	THESE DRAWINGS ARE THE SOLE PROPERTY OF CALDWELL HEIN FEDERAL ENGINEERS, INC. AND ARE THE RESULT OF ORIGINAL WORK BY THE EMPLOYEES THERE. THEY ARE SUBMITTED FOR THE SOLE PURPOSE OF YOUR CONSIDERATION AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF CALDWELL HEIN FEDERAL ENGINEERS, INC.	DATE: 10/08/2021 TIME: 10:41:27 AM USER: BILLY SAMPLE	PROJECT/CLIENT NAME: DE HONEY'S	LOCATION: 1427 S. HARVARD TULSA, OK 74104	ACCOUNT EXEC: JESSE BUCELLINI	DESIGNER: BILLY SAMPLE	DATE OF ORIGINAL DWG: OCT 08, 2021	REVISION HISTORY:	USER DESCRIPTION: BLADE SIGN	SHEET NAME: ST-1.0
	APPROVED AS SHOWN: <input type="checkbox"/> APPROVED AS NOTED: <input type="checkbox"/>	DATE: _____	NAME: _____	PROJECT/CLIENT NAME: DE HONEY'S	LOCATION: 1427 S. HARVARD TULSA, OK 74104	ACCOUNT EXEC: JESSE BUCELLINI	DESIGNER: BILLY SAMPLE	DATE OF ORIGINAL DWG: OCT 08, 2021	REVISION HISTORY:	USER DESCRIPTION: BLADE SIGN

SITE PLAN



SITE or BUILDING



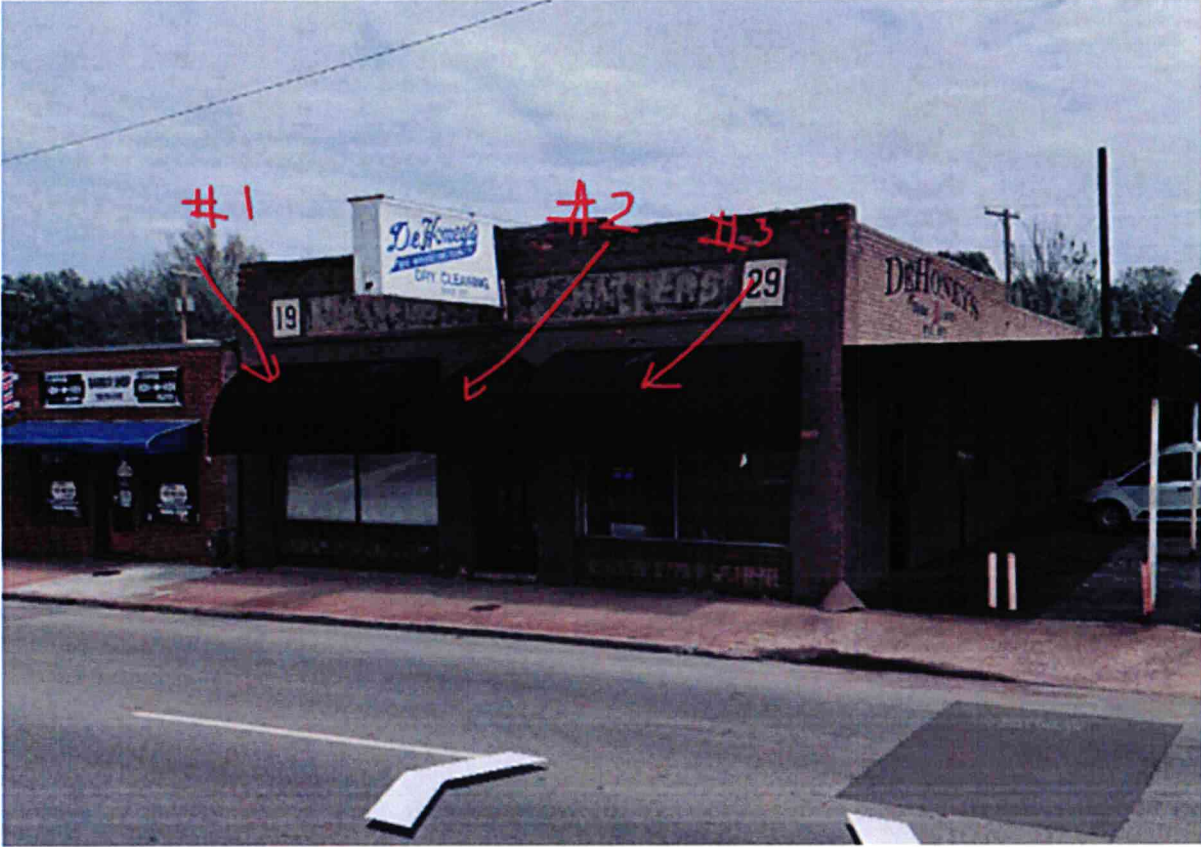
SIGN LOCATION



33ft from leading edge to center of Harvard Ave.

<p>1275 WEST LAMAR AVENUE TULSA, OKLAHOMA 74106 TEL: (918) 432-7179 FAX: (918) 432-7178 WWW.DANDF.COM</p>	<p>WEBSITE: WWW.DANDF.COM</p> <p>WEBSITE: WWW.DANDF.COM</p>	<p>APPROVED AS SHOWN <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/></p> <p>X CLIENT NAME _____ DATE _____</p>	<p>PROJECT/CLIENT NAME: DE HONEYS</p>	<p>LOCATION: 1427 S. HARVARD TULSA, OK 74104</p>	<p>ACCOUNT EXEC: JOB</p>	<p>RESEARCHER: BILLY SAMPLE</p>	<p>DATE OF ORIGINAL DWG: OCT 08, 2021</p>	<p>REVISION HISTORY:</p>	<p>SUBJECT/DESCRIPTION: SITE PLAN</p>	<p>DRAWING NO: ST-2.0</p>
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E 15th St E 15th St
ST E1



Three Awnings added to License Agreement per Street Operations and Inspections Manager