

ENC0119365

# Real Property

Version 1.4 released on 4/8/22

DO NOT USE FOR: Contracts, Deeds, Easements, Law Suits, or Leases



## 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: 10.12.2022

☐ Posted

Item #: 2210.02285

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  
Engineering Services

Contact Name  
Michelle L. Lester 9/26/2022

Email  
mlester@cityoftulsa.org

Phone  
(918) 596-7266

Real Property Record Type  
License Agreement or Revocation

Name  
Micah J. Petersen and Madison P. Petersen  
Owner-Grantor, Buyer, Seller, etc.

Subject (Description)  
metal and wood fence with driveway gate

Bid/Project Number  
5-4-21-78

Project Title \_\_\_\_\_

Council District  
8

Section  
28

Township  
18

Range  
13

Parcel \_\_\_\_\_

Lot  
1

Block  
5

Addition  
FOREST OAKS ADDN

Address  
4106 E. 103<sup>rd</sup> Street

Additional Information/Tracking Number  
70675-83-28-39830

Physical property address or cross streets. Do not include punctuation marks.

## Budget

Funding Source(s ) \_\_\_\_\_

## TOTAL:

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstTitle5413102.6001-4043122-541102-\$30,000.01)

## Approvals

Department: \_\_\_\_\_

Legal: \_\_\_\_\_

Board: \_\_\_\_\_

Mayor: \_\_\_\_\_

Other: \_\_\_\_\_

Date: 10-04-22

Date: 10-10-22

Date: OCT 12 2022

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



## **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 **MICAH J. PETERSEN and MADISON P. PETERSEN**, husband and wife (hereinafter referred to as "Licensee"),

### **WITNESSETH:**

**WHEREAS**, City owns certain real property, adjacent to:

Lot One (1), Block Five (5), FOREST OAKS, an Addition to the City of Tulsa, County of Tulsa, 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: **a metal and wood fence with driveway gate** 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.

By:   
Name: Micah J. Petersen


By:   
Name: Madison P. Petersen

STATE OF OKLAHOMA                     )  
  ) ss:  
COUNTY OF TULSA                     )

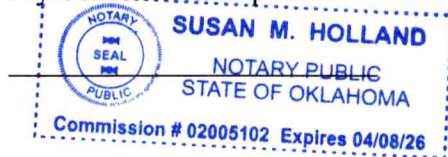
Before me, the undersigned, a Notary Public, in and for said County and State on this 10<sup>th</sup> day of August, 2022, personally appeared **MICAH J. PETERSEN and MADISON P. PETERSEN**, husband and wife, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

ast above written.

  
\_\_\_\_\_  
Notary Public

### My Commission Expires:





Quint H. Dunkel-Schetter

  
City Engineer

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**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: X EASEMENT: \_\_\_\_\_ AIR SPACE: \_\_\_\_\_

County Assessor Parcel Number: 70675-83-28-39830 Zoning: RS1

Property Location: 4106 E 103rd St Tulsa OK 74137

Legal Description: Subdivision: Forest Oaks Plat No.: 3340

Lot: 1 Block: 5

Section: 28 Township: 18 Range: 13

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Erin and David Scott Ayres

Applicant Company: \_\_\_\_\_

Applicant D.B.A.: \_\_\_\_\_

Address: 4106 E 103rd St

City: Tulsa State: Ok Zip: 74137

Phone: 918-698-7862 Email: ayreshousehold@gmail.com

Secondary Point of Contact: Scott Ayres

Phone: 918-373-1705 Email: scott@createwithwonder.com

Property Owner(s) of Record: Erin and David Scott Ayres

Address: 4106 E 103rd St

City: Tulsa State: Ok Zip: 74137

Phone: 918-698-7862 Email: ayreshousehold@gmail.com

Signatures

Applicant: [Signature] Date: 9/8/21

Property Owner(s): [Signature] Date: 9/8/21

[Signature] Date: 9/8/21

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





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

Explanation of necessity for closing right-of-way or easement or for encroaching into the right-of-way or easement.

REQUIRED - Legal Description with a Plat of Survey for all closings. For Encroachments a digital sketch delineating the described request, showing all data pertinent to the property (refer to application instructions).

see attached pdf

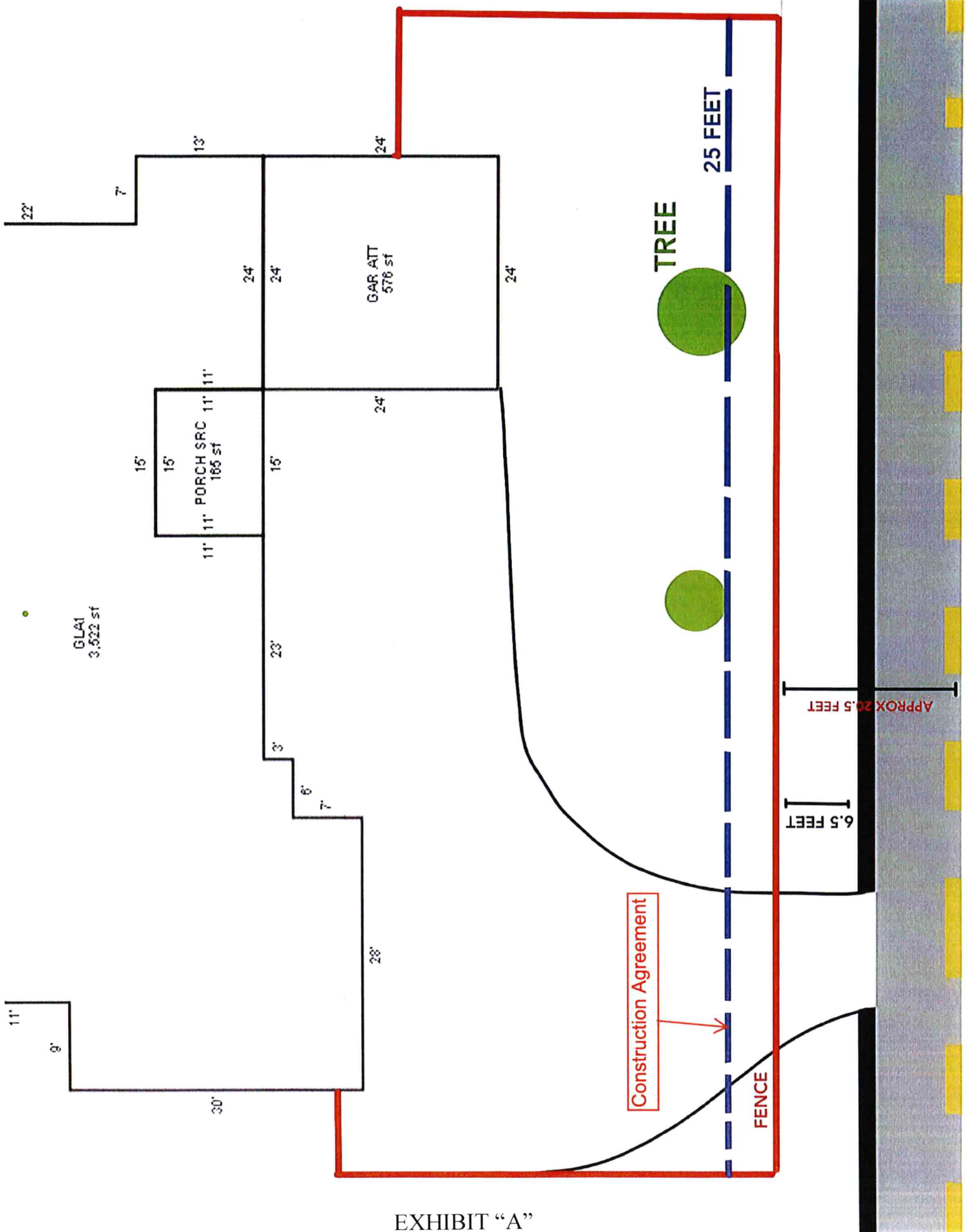


EXHIBIT "A"  
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EXHIBIT "A"  
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EXHIBIT "A"  
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EXHIBIT "A"  
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## Policy Statement

### Background information

Submitted is a License Agreement between the City of Tulsa and Micah and Madison Petersen for a metal and wood fence with a driveway gate. The location is shown in 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. MSJ/wtw

*Provide Background information on the requested action.*

*MSJ 9/29/22*

### Summation of the Requested Action

Approve agreement

*Summarize the pertinent details of the requested action.*

### Other Pertinent Details

Location: 4106 E 103rd St S, Tulsa, Tulsa, Co.; 5-4-21-78

*Provide any additional information that should be considered when considering approval of this contract document.*

## 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