

Real Property

/version 1.4 released on 4/8/22

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

CITY COUNCIL USE ONLY

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

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

CITY CLERK USE ONLY

☐ Scanned

Date: 01.04.2023

☐ Posted

Item #: 2301.00020

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
 Chris Kovac *CP 12/9/22*

 Email
 ckovac@cityoftulsa.org

 Phone
 918-596-9649

 Real Property Record Type
 License Agreement or Revocation

 Name
 Frank A. and Lisa C. Files

Owner-Grantor, Buyer, Seller, etc.

Subject (Description)

Colored concrete driveway approach

 Bid/Project Number
 5-4-22-79

Project Title

 Council District
 9

 Section
 19

 Township
 19

 Range
 13

Parcel

 Lot
 3

 Block
 3

 Addition
 Bren-Rose Addition

 Address
 1824 E. 31st Pl. S., Tulsa, OK 74105

 Additional Information/Tracking Number
 04875-93-19-02390

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.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

Approvals

Department:

Legal:

Board:

Mayor:

Other:

Date:

Date:

Date:

Date:

Date:

 12/14/22
 12/19/22
 JAN 04 2023

504-405

204-405

516A-88H

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and Frank A. and Lisa C. Files for a colored concrete driveway approach. The location is shown on the attached Exhibit. The request for a License Agreement was reviewed by City Staff and representatives of various boards, authorities and utilities with no objection.

The Engineering Services Department recommends approval of the attached License Agreement

MSL/lfb

Provide Background information on the requested action.

Summation of the Requested Action

Approve agreement

Summarize the pertinent details of the requested action.

Other Pertinent Details

Location: 1824 E. 31st Pl. S., Tulsa, OK 74105; S19-T19-R13; 5-4-22-79

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 596-9549

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 **FRANK A. FILES and LISA C. FILES**, husband and wife (hereinafter referred to as "Licensees").

WITNESSETH:

WHEREAS, City owns certain street right-of-way, adjacent to:

LOT THREE (3), BLOCK THREE (3), LESS THE WEST FIVE (5) FEET THEREOF, BREN-ROSE ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 615. MORE PARTICULARLY DESCRIBED IN EXHIBIT "A";

and

WHEREAS, Licensee has applied for a license to install, use and maintain certain improvements, to-wit: **Colored concrete driveway approach.**

in and upon the said street right-of-way, 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 and maintain the said improvements, in substantial conformity with attached Exhibit "A", in and upon City's said street right-of-way, provided that such use does not unreasonably interfere with public use of the said street.
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 street. 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 street. 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 installs and maintains 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 out of Licensee's use or maintenance of said improvements, including 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 street right-of-way, 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.

6. Nothing herein shall release Licensee or its contractors from their duty to obtain necessary permits and comply with all 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. The 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.

(The remainder of this page is intentionally left blank)

BY: [Signature]
Name: Frank A. Files

BY: [Signature]
Name: Lisa C. Files

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on the 23rd day of November, 2022, personally appeared **FRANK A. FILES and LISA C. FILES**, husband and wife, to me known to be the identical persons who subscribed their name to the foregoing and acknowledged to me that they executed the same as their free and voluntary act for the uses and purposes therein set forth.

[Signature]
Notary Public

My commission expires:
5/22/2023






APPROVED:


SENIOR Assistant City Attorney

APPROVED:


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: _____

BY: _____
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: _____

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

County Assessor Parcel Number: 04875931902390 Zoning: _____

Property Location: 1824 E. 31st Place

Legal Description: Subdivision: Bren-Rose Addn Plat No.: _____

Lot: 3 Block: 3

Section: 19 Township: 19 Range: 13

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Johnny Loco

Applicant Company: Loco Concrete & Construction LLC

Applicant D.B.A.: _____

Address: 1920 E 55TH ST S

City: Tulsa State: OK Zip: 74105

Phone: (918)851-0944 Email: jw@lococoncrete.com

Secondary Point of Contact: _____

Phone: _____ Email: _____

Property Owner(s) of Record: Frank & Lisa Files

Address: 1824 E 31ST PL S,

City: Tulsa State: OK Zip: 74105

Phone: 918-630-3717 Email: dfiles@filesassoc.com

Signatures

Applicant: [Signature] Date: 11/23/2022

Property Owner(s): [Signature] Date: 11/23/2022
[Signature] Date: 11/23/2022
 _____ 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).

We would like to change the color of our new driveway to gray.

Our home is almost 100 years old and we are trying to keep as much charm and look and feel to the neighborhood and

original home. We also, want to add a brick edging to the driveway to tie into the brick on the house.



EXHIBIT "A"



EXHIBIT "A"