

EN 0119677

# 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: \_\_\_\_\_  
1<sup>st</sup> Agenda Date: \_\_\_\_\_Tracking #: \_\_\_\_\_  
Committee: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
2<sup>nd</sup> Agenda Date: \_\_\_\_\_**CITY CLERK USE ONLY**☐ Scanned

Date: 03.22.2023

☐ Posted

Item #: 2303.00485

**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 ☐ NoDepartment  
Engineering ServicesContact Name  
Chris KovacEmail  
ckovac@cityoftulsa.orgPhone  
918-596-9649Real Property Record Type  
License Agreement or RevocationName  
Tyler Gooch

Owner-Grantor, Buyer, Seller, etc.

**Subject (Description)**

Colored concrete driveway approach

Bid/Project Number  
5-4-22-85

Project Title

Council District  
9Section  
25Township  
19Range  
12

Parcel

Lot  
17Block  
2Addition  
Riverview Village AmendedAddress  
4971 S. Detroit Ave., Tulsa, OK 74105Additional Information/Tracking Number  
35775-92-25-07380

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:

## Policy Statement

### Background information

Submitted is a License Agreement between the City of Tulsa and Tyler Gooch 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.

*Provide Background information on the requested action.*

### Summation of the Requested Action

Approval of this license agreement. MSB

*Summarize the pertinent details of the requested action.*

### Other Pertinent Details

Location: 4971 S. Detroit Ave., Tulsa, OK 74105; S25-T19-R12; 5-4-22-85

*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 **TYLER GOOCH**, a single person (hereinafter referred to as "Licensees").

WITNESSETH:

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

**LOT SEVENTEEN (17), BLOCK TWO (2), AMENDED PLAT OF  
RIVERVIEW VILLAGE, TULSA COUNTY, STATE OF OKLAHOMA,  
ACCORDING TO THE RECORDED PLAT THEREOF. 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:   
Name: Tyler Gooch

STATE OF OKLAHOMA           )  
  ) ss:  
COUNTY OF TULSA           )

Before me, the undersigned, a Notary Public in and for said County and State, on the 2 day of March, 2023, personally appeared **TYLER GOOCH**, a single person, to me known to be the identical person who subscribed his name to the foregoing and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

  
Notary Public

My commission expires:

08.27.2023



APPROVED:

  
Assistant City Attorney

APPROVED:

  
City Engineer

APPROVED BY CITY COUNCIL:

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

BY: \_\_\_\_\_  
Crista Patrick Chair

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared Crista Patrick 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 \_\_\_\_\_, 2023, 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: Driveway EASEMENT: \_\_\_\_\_ AIR SPACE: \_\_\_\_\_

County Assessor Parcel Number: 35775-92-25-07380 Zoning: Residential

Property Location: 4971 S Detroit Ave

Legal Description: Subdivision: RIVERVIEW VILLAGE AMD (35775) Plat No.: 35775

Lot: LT-17 Block: BLK-2

Section: 25 Township: 19 Range: 12

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Robert David Habermehl

Applicant Company: Boomtown Construction

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

Address: 4119 E 42nd PI

City: Tulsa State: OK Zip: 74135

Phone: 918.760.5517 Email: dave@okboomtown.com

Secondary Point of Contact: NA

Phone: NA Email: NA

Property Owner(s) of Record: Gooch, Tyler

Address: 4971 S Detroit Ave

City: Tulsa State: OK Zip: 74135

Phone: 918.637.9987 Email: tgooch@farmersagent.com

Signatures

Applicant: Robert David Habermehl Date: 11/15/2022

Property Owner(s): Tyler Gooch Date: 11/15/2022

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

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

EXHIBIT "A"

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**EXHIBIT "A"**