

EN 0119684

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: 04.26.2023
☐ Posted Item #: 2394-00797

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Board Approval

Department: Engineering Services
Contact Name: Chris Kovac 3/7/23
Real Property Record Type: License Agreement or Revocation

Other Board Name

Email: ckovac@cityoftulsa.org

City Council Approval

☒ Yes ☐ No

Phone: 918-596-9649

Name: Gilmore E. Caswell III Trust Dated July 17, 2013

Owner-Grantor, Buyer, Seller, etc.

Subject (Description)

Colored concrete driveway approach

Bid/Project Number	Project Title	Council District
5-4-22-91		4
Section	Township	Range
18	19	13
Lot	Block	Addition
		Unplatted
Address	Additional Information/Tracking Number	
1359 E 29th St., Tulsa, OK. 74114	99318-93-18-29610	

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: 03.10.23
Date: APRIL 14 2023
Date: APR 26 2023
Date: _____

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and the Gilmore E. Caswell III Trust Dated July 17, 2013 for a colored concrete driveway approach. 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 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. MS *MS 3/7/23*

Summarize the pertinent details of the requested action.

Other Pertinent Details

Location: 1359 E 29th St., Tulsa, OK. 74114; S18-T19-R13; 5-4-22-91

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 **THE GILMORE E. CASWELL III TRUST DATED JULY 17, 2013, AS AMENDED AND RESTATED 2-1-2019**, (hereinafter referred to as "Licensee").

WITNESSETH:

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

Tract A

The East One hundred twenty-five (125) feet of a tract of ground situated in the Southeast Quarter of the Northwest Quarter of the Southwest Quarter (SW¼ SE¼ NW¼ SW¼) of Section Eighteen (18), Township Nineteen (19), North range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof; and being more particularly described as follows, to-wit: Beginning 1,650 feet North and 660 feet East of the Southwest corner of said SW¼; thence South 315 feet; thence East 322.5 feet; thence West 322.5 feet to the point of beginning.

AND

TRACT B

The West Three hundred twenty-two and Five tenths (322.5) feet if the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter (SW¼ SE¼ NW¼ SW¼) of Section Eighteen (18), Township Nineteen (19) North, Range Thirteen (13) of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, less and except the East One Hundred Twenty-five (125) feet 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.

G.E. Caswell III

G.E. (Scott) Caswell, III
Trustee of The Gilmore E. Caswell III Trust dated July 17, 2013,
as amended and restated 2-1-2019

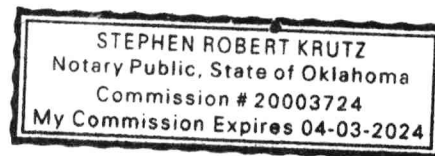
STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

This instrument was acknowledged before me on March 3rd, 2023, by
G.E. (Scott) Caswell, III as Trustee of **THE GILMORE E. CASWELL, III TRUST DATED
JULY 17, 2013, AS AMENDED AND RESTATED 2-1-2019.**

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

Stephen Robert Krutz
Notary Public

My Commission Expires:
4-3-2024



APPROVED:

APPROVED:

SENIOR W. Swiney (M. SWINEY) Assistant City Attorney [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 _____, 2023, 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 _____, 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: X

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

County Assessor Parcel Number: 99318-93-18-29610 Zoning: _____

Property Location: 1359 E 29TH ST TULSA, OK 74114

Legal Description: Subdivision: UNPLATTED Plat No.: _____

Lot: _____ Block: _____

Section: 18 Township: 19 Range: 13

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Escott Lopez

Applicant Company: Central Concrete, LLC

Applicant D.B.A.: _____

Address: 5 N 12th E Ave

City: TULSA State: OK Zip: 74116

Phone: 918-998-8466 Email: CentralConcrete94@icloud.com

Secondary Point of Contact: William B. Benton

Phone: 918-688-2847 Email: wbbfb@yaho.com

Property Owner(s) of Record: Gilmore E. Caswell III, Trust

Address: 1359 E. 29th St

City: Tulsa State: OK Zip: 74114

Phone: _____ Email: _____

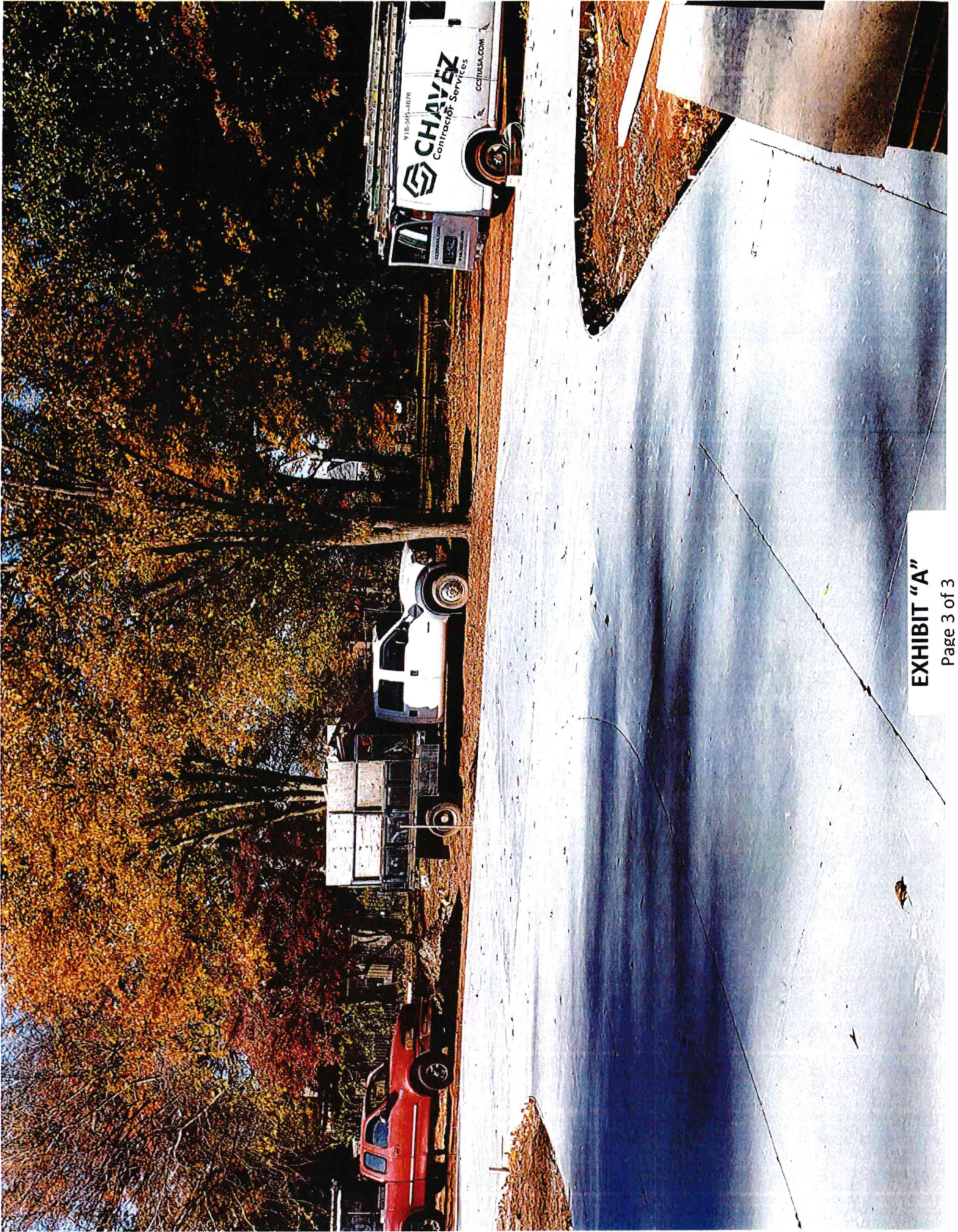
Signatures

Applicant: Escott Lopez Date: 12-1-2022

Property Owner(s): _____ Date: _____

_____ Date: _____

_____ Date: _____





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DRIVEWAY



MDS