

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: 06.14.2023
☐ Posted Item #: 2306.01272

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 ED 5/19/23
Real Property Record Type: License Agreement or Revocation

Other Board Name

Email: ckovac@cityoftulsa.org
Name: TTCU Federal Credit Union
Owner-Grantor, Buyer, Seller, etc.

City Council Approval

☒ Yes ☐ No

Phone: 918-596-9649

Subject (Description): Monument sign

Bid/Project Number	Project Title	Council District
5-4-23-26		9
Section	Township	Range
21	19	13
Lot	Block	Addition
		Albert Pike Subdivision
Address	Additional Information/Tracking Number	
3720 E 31st Street, Tulsa, OK. 74135	01350-93-21-00050	

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.Abst>Title5413102.6001-4043122-541102-\$30,000.00)

Approvals

Department: _____
Legal: _____
Board: _____
Mayor: _____
Other: _____

Date: 5/24/23
Date: JUNE 8 XXII
Date: _____
Date: JUN 14 2023

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and TTCU Federal Credit Union for a monument sign. The location is shown on the attached Exhibit. The request for the License Agreement was reviewed by city staff, representatives of various authorities, boards, commissions and private 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. MSL

Summarize the pertinent details of the requested action.

Other Pertinent Details

Location: 3720 E 31st Street, Tulsa, OK. 74135; S21-T19-R13; 5-4-23-26

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 **TTCU FEDERAL CREDIT UNION f/k/a TTCU THE CREDIT UNION f/k/a TULSA TEACHERS CREDIT UNION**, (hereinafter referred to as "Licensee"),

WITNESSETH:

WHEREAS, City owns certain real property, adjacent to:

LOT THREE (3), EAST HALF OF LOT FOUR (4); ALBERT PIKE SUBDIVISION OF THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, LESS THE NORTH 20 FEET OF LOTS 3 AND 4 THEREOF. MORE PARTICULARLY DESCRIBED IN EXHIBIT "A";

WHEREAS, Licensee has applied for a license to install, use, and maintain certain improvements, to-wit: **One (1) monument sign** 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 the above-described Subject Property, 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 the City and is subject to and subordinate to the City's right to maintain, use, alter or excavate any portion of the 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 the 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.

(The remainder of this page is intentionally left blank)

**TTCU FEDERAL CREDIT UNION
f/k/a TTCU THE CREDIT UNION
f/k/a TULSA TEACHERS CREDIT UNION**

By: _____

Name: Dan Newberry

Title: Executive Vice President

STATE OF OKLAHOMA)

) ss:

COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State on this 25th day of April, 2023, personally appeared Dan Newberry, to me known to be the identical person who subscribed the name of **TTCU FEDERAL CREDIT UNION f/k/a TTCU THE CREDIT UNION f/k/a TULSA TEACHERS CREDIT UNION**, to the foregoing as its Executive Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of **TTCU FEDERAL CREDIT UNION f/k/a TTCU THE CREDIT UNION f/k/a TULSA TEACHERS CREDIT UNION**, for the uses and purposes therein set forth.

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

Deborah McDow
Notary Public

My Commission Expires:

21008973
Expires: 7-9-2025



APPROVED:

APPROVED:

SENIOR M. Swiney (M. SWINEY)
Assistant City Attorney

[Signature]
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 they approved the within and foregoing instrument as their 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 _____, 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 they approved the within and foregoing instrument as their 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: yes encroachment

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

County Assessor Parcel Number: * _____ Zoning: OL/PUD-435

Property Location: 3720 East 31st ST South Tulsa, Oklahoma 74135

Legal Description: Subdivision: _____ Plat No.: _____

Lot: Lot 3 & E/2LT 4 Less N20 Lts 3 & 4 Albert Pike S Block: _____

Section: _____ Township: _____ Range: _____

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: James Adair

Applicant Company: Claude Neon Federal Signs

Applicant D.B.A.: _____

Address: 1225 North Lansing

City: Tulsa State: Oklahoma Zip: 74106

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

Secondary Point of Contact: Cindi Owens

Phone: 918-760-8386 Email: cowens@TTCU.com

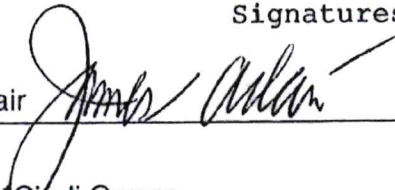
Property Owner(s) of Record: Tulsa Teachers Credit Union

Address: P O Box 477550

City: Tulsa State: Oklahoma Zip: 74147-7550

Phone: 918-740-8828 Email: cowens@TTCU.com

Signatures

Applicant: James Adair  Date: 2-16-2023

Property Owner(s): Cindi Owens Date: 2-16-2023

Date: _____

Date: _____



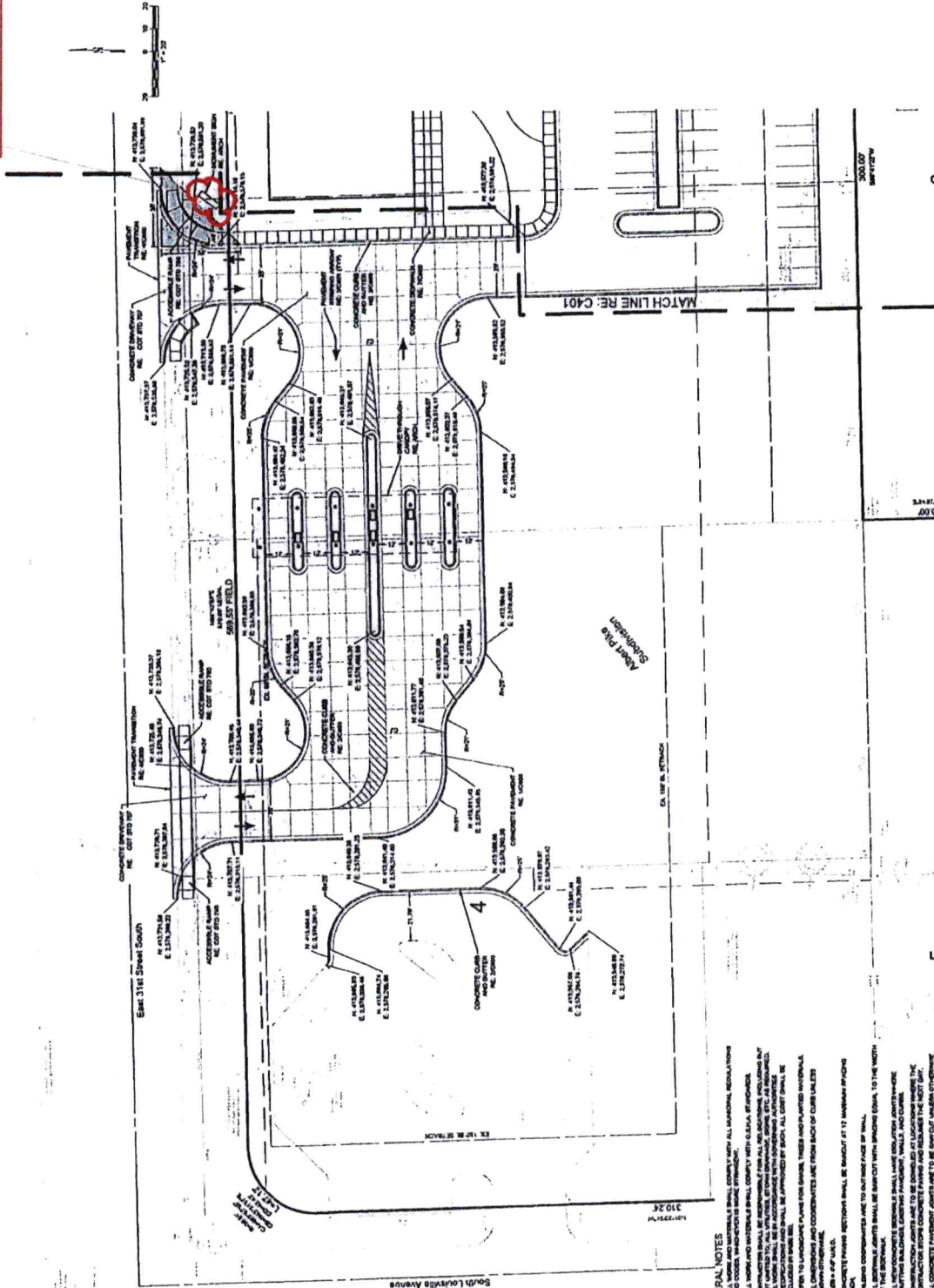
Application for
Right-of-way / Easement
Closure or Encroachment Agreement

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

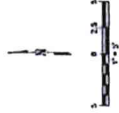
REQUIRED - Legal Description with a Plat of Survey for all closings. For Encroachments a digital sketch delineating the described request, showing all data pertinent to the property (refer to application instructions).

- Attached information Site Plan for proposed location
- Sign drawings with size and footing specification
- Picture of existing sign that is to be removed and replaced with a new sign in the same set back location
- BOA approval documentation
- Aerial photos of location of building
- BOA Case report

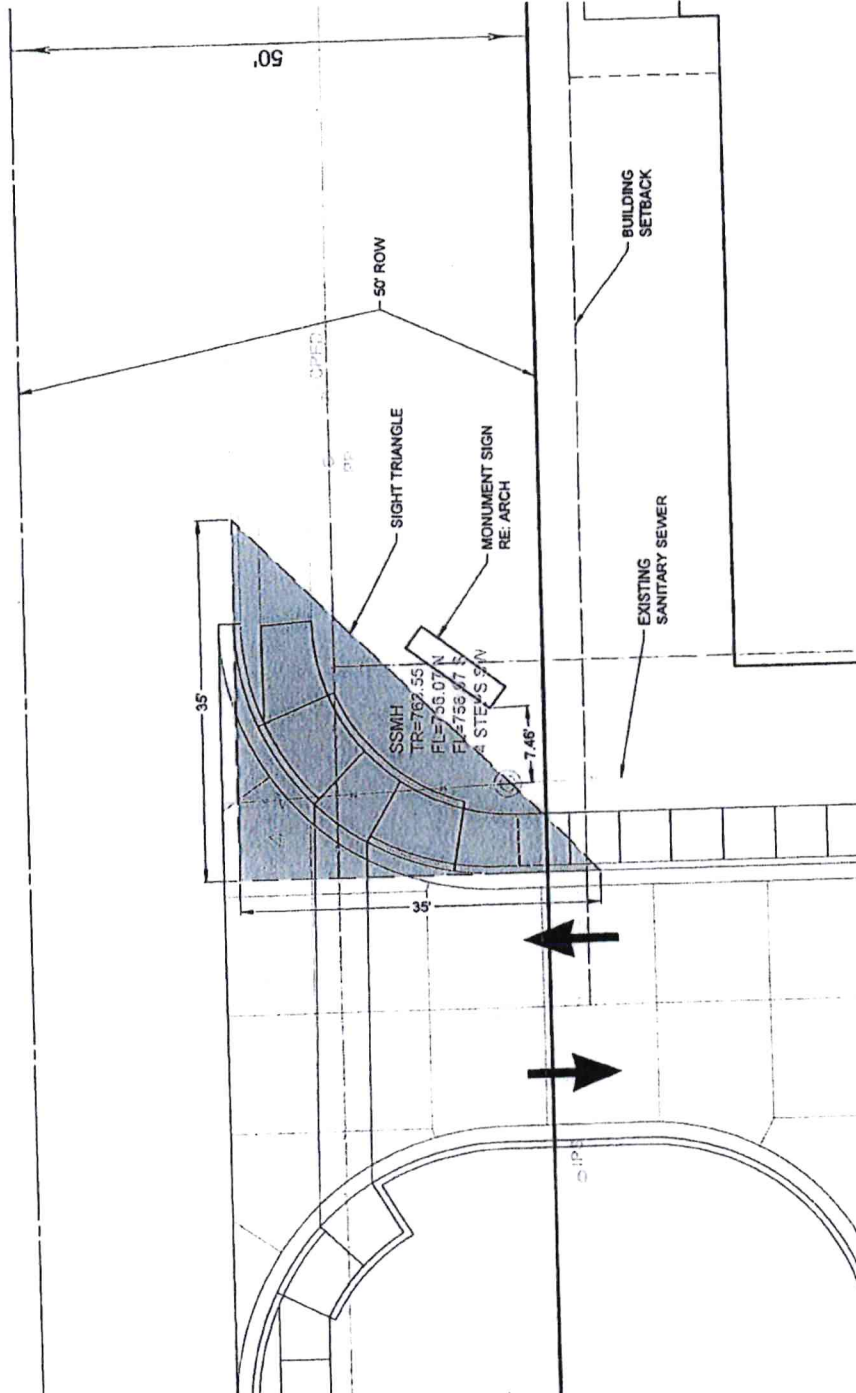
NOTE: there has been an existing sign at this location since 1967 when the building was completed and open. The sign was in the ROW along East 31st St. In 2003 there was a variance given and ROW approval to remove the existing sign and install a new sign in the same place in the ROW. In 2012, there was an additional variance approval to change the logo on the existing sign. TTCU has received an additional variance 2-16-2023 to remove the existing sign and replace it with a new updated design and logo. We are wanting approval to place a new sign with the same setback from the center of East 31st St of the existing signs have been since 1967.



- GENERAL NOTES**
1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL NATIONAL REGULATIONS AND STANDARDS.
 2. ALL WORK AND MATERIALS SHALL COMPLY WITH O.S.A.A. REQUIREMENTS.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND INSURANCE. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE REGULATIONS AND STANDARDS.
 4. ALL CONSTRUCTION SHALL BE APPROVED BY EACH ALL CITY SHALL BE APPROVED BY EACH.
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 20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE REGULATIONS AND STANDARDS.



East 31st Street South



CAUTION
BEFORE YOU DIG
THE CONTRACTOR IS RESPONSIBLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND ELEVATION OF ALL UTILITIES. TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES

D SIGN
1 - SET EXTERIOR
ILLUMINATED LETTERS
MFG. & INSTALL

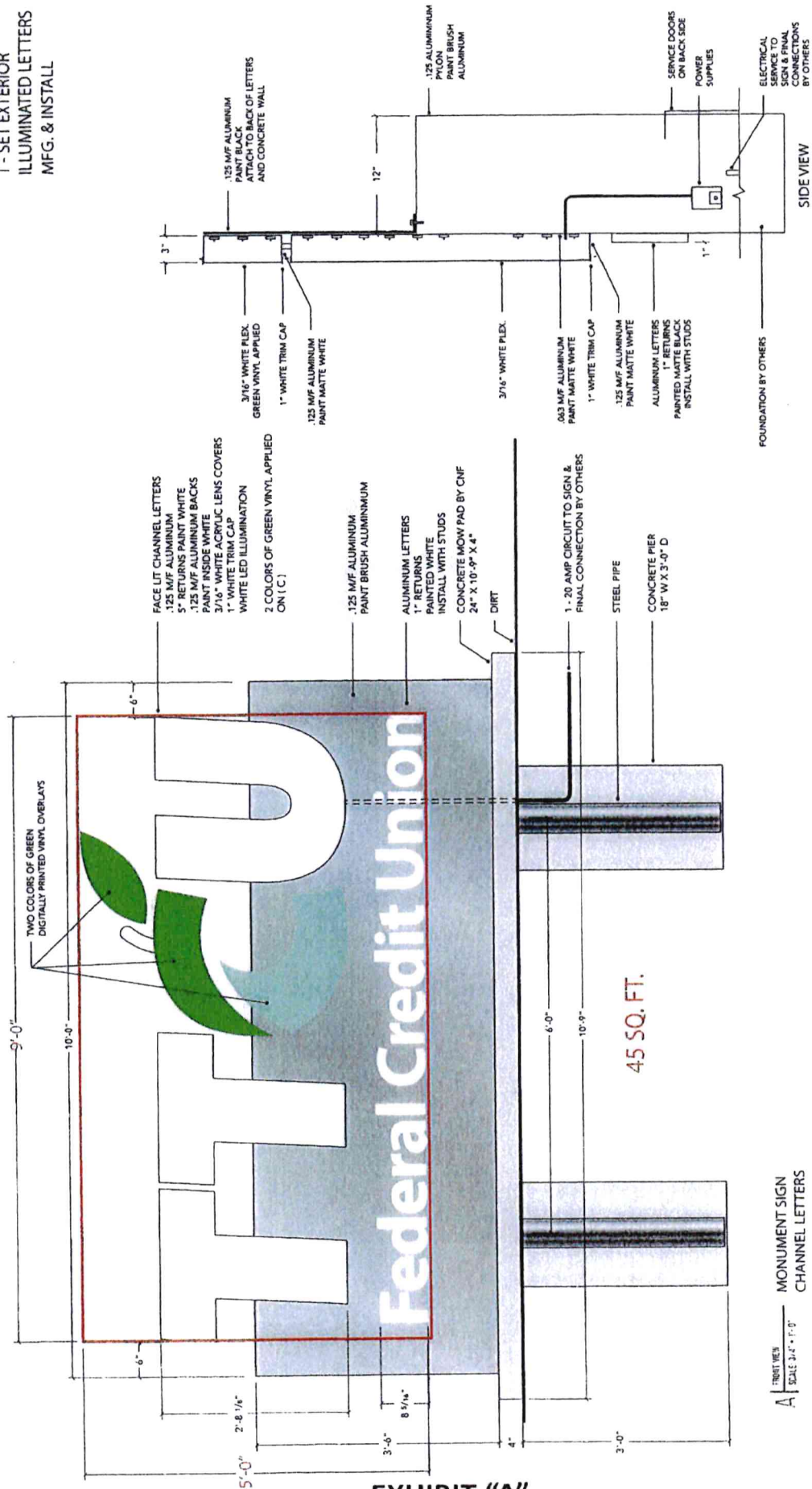


EXHIBIT "A"

ST-4.0

DATE: 03/27/2023

REVISION:

DATE OF PRELIM: 03/27/2023

DESIGNER: BILLY SAMPLE

ACCOUNT: JAMES ADAMS

LOCATION: 2770 E 91ST STREET
TULSA, OK 74135

PROJECT/CLIENT NAME: TTCU

APPROVED AS SHOWN

APPROVED AS NOTED

DATE: 03/27/2023

DATE: 03/27/2023

DATE: 03/27/2023

DATE: 03/27/2023

DATE: 03/27/2023

DATE: 03/27/2023

DATE: 03/27/2023

DATE: 03/27/2023



EXHIBIT "A"