

EN0119683



# Real Property

Version 1.4 released on 4/8/22

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

<b>CITY COUNCIL USE ONLY</b>		<b>CITY CLERK USE ONLY</b>	
Date Received: _____	Tracking #: _____	<input type="checkbox"/> Scanned	Date: <u>08.02.2023</u>
Committee Date: _____	Committee: _____	<input type="checkbox"/> Posted	Item #: <u>2308.01696</u>
1 <sup>st</sup> Agenda Date: _____	Hearing Date: _____		
	2 <sup>nd</sup> Agenda Date: _____		

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

## Primary Details

### Board Approval

Department Public Works  
Engineering ServicesContact Name Chris Kovac  
3/13/23

### Other Board Name

Email  
ckovac@cityoftulsa.org

### City Council Approval

☒ Yes ☐ NoPhone  
918-596-9649Real Property Record Type  
License Agreement or RevocationName  
Santa Fe Crossings Multifamily, LLC.

Owner-Grantor, Buyer, Seller, etc.

Subject (Description)  
Removable canopies

<b>Bid/Project Number</b> 5-4-22-55	<b>Project Title</b>		<b>Council District</b> 1
<b>Section</b> 1	<b>Township</b> 19	<b>Range</b> 12	<b>Parcel</b>
<b>Lot</b>	<b>Block</b>	<b>Addition</b> Tulsa-Original Town	
<b>Address</b> 505 E 2nd St., Tulsa, OK. 74120		<b>Additional Information/Tracking Number</b> 00500-92-01-33540	

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: [Signature]

Legal: Carey Skye for JHV

Board: [Signature]

Mayor: [Signature]

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

Date: 3.13.23

Date: 7-28-23

Date: AUG 02 2023

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

## Policy Statement

### Background information

Submitted is a License Agreement between the City of Tulsa and Santa Fe Crossings Multifamily, LLC for removable canopies. 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

*Summarize the pertinent details of the requested action.*

### Other Pertinent Details

Location: 505 E 2nd St., Tulsa, OK. 74120; S1-T19-R12; 5-4-22-55

*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 **SANTA FE CROSSINGS MULTIFAMILY, LLC, an Oklahoma limited liability company** (hereinafter referred to as "Licensee"),

**WITNESSETH:**

WHEREAS, City owns certain real property, adjacent to:

**All of Block eighty-four and the vacated alleyway in Block eight-four (84), and all of Block Eighty-five (85) and the vacated alleyway in Block eighty-five (85), and all of the vacated street right-of-way of Frankfort Avenue lying between Blocks Eighty-four (84) and Eighty-five (85), all of the above in the ORIGINAL TOWN, now City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.**

**AND**

**LESS AND EXCEPT Lots Six (6), Seven (7), and the north 20 feet of Lot Five (5), in Block Eighty-five (85) and the west half of the vacated alley lying adjacent thereof;**

**AND**

**LESS AND EXCEPT the west 80 feet of Lot One (1), and the west 80 feet of the north 70 feet of Lot Two (2), in Block Eighty-five (85) and the east half of the vacated alley lying adjacent to;**

**AND**

**LESS AND EXCEPT all of Lots One (1), Two (2), Three (3), and Eight (8), all of the vacated alley, and a part of Lots Four (4), Five (5), Six (6), and Seven (7), all in Block Eighty-four (84) ORIGINAL TOWN, now City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:**

**BEGINNING at the Northeast corner (NE/cor) of Lot One (1), Block Eighty-four (84), ORIGINAL TOWN; THENCE Southeast along the east line of said Block Eighty-four (84), a distance of 300.00 feet to the Southeast corner (SE/cor) of said Block Eighty-four (84); THENCE Southwest along the south line of said Block Eighty-four (84), a distance of 211.39 feet; THENCE Northwest parallel to the east line of said Block Eighty-four (84), a distance of 29.34 feet; THENCE Northeast parallel to the south line of said Block Eighty-four (84), a distance of 5.80 feet; THENCE Northwest parallel to the east line of said Block Eighty-four (84), a distance of 102.70 feet; THENCE Northeast parallel to the south line of said Block Eighty-four (84), a distance of 17.45 feet; THENCE Northwest parallel to the east line of said Block Eighty-four (84), a distance of 167.96 feet to the north line of said**

**Block Eighty-four (84); THENCE Northeast along the north line of said Block Eighty-four (84), a distance of 188.14 feet to the POINT OF BEGINNING.**

**AND**

**LESS AND EXCEPT a part of Lot Seven (7), Block Eighty-four (84), ORIGINAL TOWN, now City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:**

**COMMENCING at the Northeast corner (NE/cor) of Lot One (1), Block Eighty-four (84), ORIGINAL TOWN; THENCE Southwest along the north line of said Block Eight-four (84), a distance of 188.14 feet to the POINT OF BEGINNING; THENCE Southeast parallel to the east line of said Block Eight-four (84), a distance of 36.14 feet; THENCE Southwest parallel to the north line of said Block Eighty-four (84), a distance of 22.39 feet; THENCE Northwest parallel to the east line of Block Eighty-four 984), a distance of 36.14 feet to the north line of said Block Eight-four (84); THENCE Northeast along the north line of said Block Eighty-four (84), a distance of 22.39 feet to the POINT OF BEGINNING. More Particularly Described in Exhibit "A";**

WHEREAS, Licensee has applied for a license to install, use and maintain certain improvements, to-wit: **removable canopies**, 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.


**SANTA FE CROSSINGS  
MULTIFAMILY LLC,  
an Oklahoma limited liability company**

By:   
Name: Robert K. Leikam  
Title: Manager

STATE OF OKLAHOMA                   )  
                                                  ) ss:  
COUNTY OF TULSA                   )

Before me, the undersigned, a Notary Public, in and for said County and State on this 9<sup>th</sup> day of March, 2023, personally appeared Robert K. Leikam, to me known to be the identical person who subscribed the name of **SANTA FE CROSSINGS MULTIFAMILY LLC, an Oklahoma limited liability company**, to the foregoing as its Manager 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 **SANTA FE CROSSINGS MULTIFAMILY LLC, an Oklahoma limited liability company**, for the uses and purposes therein set forth.

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

  
Notary Public

My Commission Expires:  
08.01.2025

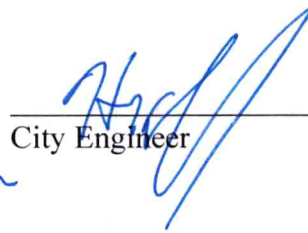


APPROVED:



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 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 number: 5-4-22-55

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: Right of way encroachment

CHOOSE (1) RIGHT-OF-WAY: \_\_\_\_\_ EASEMENT: \_\_\_\_\_ AIR SPACE: \_\_\_\_\_

County Assessor Parcel Number: 00500920133540 Zoning: CBD

Property Location: 415 E 2nd St, Tulsa, OK

Legal Description: Subdivision: Tulsa Original Town Plat No.: 510

Lot: \_\_\_\_\_ Block: 84 and 85

Section: 1 Township: 19N Range: 12E

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Karl Fritschen

Applicant Company: Wallace Design Collective

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

Address: 123 North Martin Luther King Jr. Blvd

City: Tulsa State: OK Zip: 74103

Phone: 918-584-5858 Email: karl.fritschen@wallace.design

Secondary Point of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner(s) of Record: Santa Fe Crossings LLC

Address: 2624 E 21st St

City: Tulsa State: OK Zip: 74114

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signatures

Applicant: Dani Fields Date: 5/3/2022

Property Owner(s): \_\_\_\_\_ Date: \_\_\_\_\_

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

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

EXHIBIT "A"





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).

Encroaching into the ROW for Street Canopies

Location and Elevation information are in the attached exhibits.

Encroachment into the right-of-way for an awning over commercial uses and to provide protection for customers in inclement weather conditions.



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

AT TRACT OF LAND LYING IN THE RIGHT OF WAY OF SOUTH ELGIN AVENUE AND EAST 2<sup>ND</sup> STREET, BETWEEN EAST 1<sup>ST</sup> STREET SOUTH AND EAST 2<sup>ND</sup> STREET SOUTH; SECTION ONE (1), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF TULSA, TULSA COUNTY, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT FOUR (4), BLOCK EIGHTY-FIVE (85) ORIGINAL TOWN, CITY OF TULSA; THENCE N66°45'07"E AND ALONG THE SOUTH LINE OF SAID LOT FOUR (4) FOR A DISTANCE OF 235.18 FEET; THENCE S23°14'53"E FOR A DISTANCE OF 6.00 FEET; THENCE S66°45'07"W FOR A DISTANCE OF 241.85 FEET; THENCE N23°14'53"W FOR A DISTANCE OF 128.09 FEET; THENCE N66°45'02"E FOR A DISTANCE OF 6.67 FEET; TO A POINT ON THE WEST LINE OF LOT FIVE (5), BLOCK EIGHTY-FIVE (85) ORIGINAL TOWN, CITY OF TULSA, THENCE S23°14'53"E AND ALONG SAID WEST LINE OF LOTS FOUR (4) AND FIVE (5) FOR A DISTANCE OF 122.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT FOUR (4) AND THE POINT OF BEGINNING; SAID TRACT CONTAINING 0.05 ACRES MORE OR LESS;

LEGAL DESCRIPTION WAS PREPARED ON APRIL 12, 2022 BY CLIFF BENNETT, PLS #1815 WITH THE BEARINGS BASED ON THE NORTH LINE OF BLOCK EIGHTY-FIVE (85), TULSA ORIGINAL TOWN, AS BEING N66°45'07"E.

**SURVEYOR'S CERTIFICATE**

I, CLIFF BENNETT OF BENNETT SURVEYING, INC., CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND THAT THE SURVEY OF THE REAL PROPERTY MEETS THE MINIMUM TECHNICAL STANDARDS AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 12TH DAY OF APRIL, 2022.

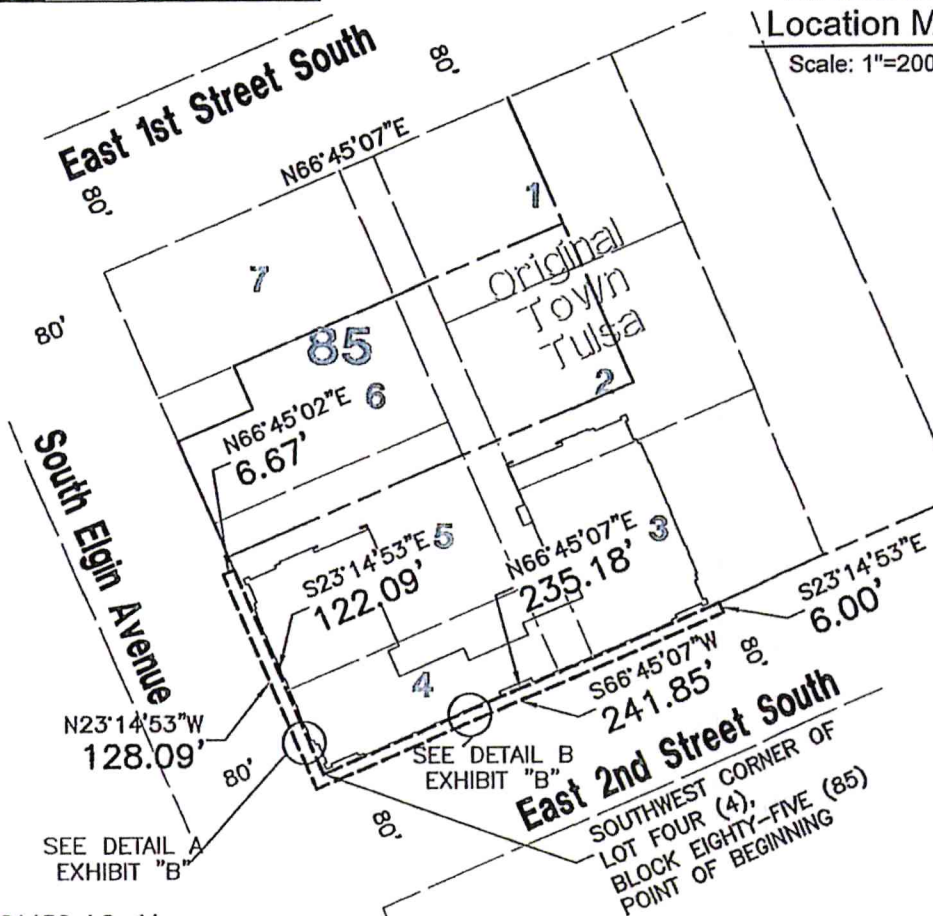
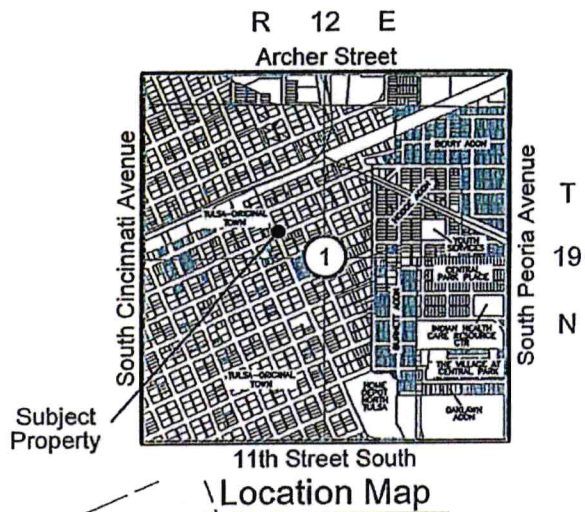
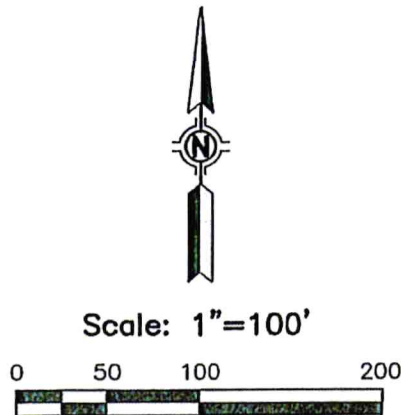


*Cliff Bennett*

CLIFF BENNETT, PLS  
OKLAHOMA NO.1815  
CERT. OF AUTH. NO. 4502  
EXP. DATE JUNE 30, 2022

# EXHIBIT "A"

Page 2 of 3



FILE: 221480 LG-1A

## Notes

1. THE BEARING BASE FOR THIS EXHIBIT IS BASED ON THE NORTH LINE OF BLOCK 85 TULSA ORIGINAL TOWN AS  $N66^{\circ}45'07''E$ .
2. SEE EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

**BENNETT  
SURVEYING, INC.**

P.O. BOX 848, CHOUTEAU, OK 74337  
PHONE: (918) 935-0350  
C.A. NO.: 4502 EXP. DATE: 6/30/22

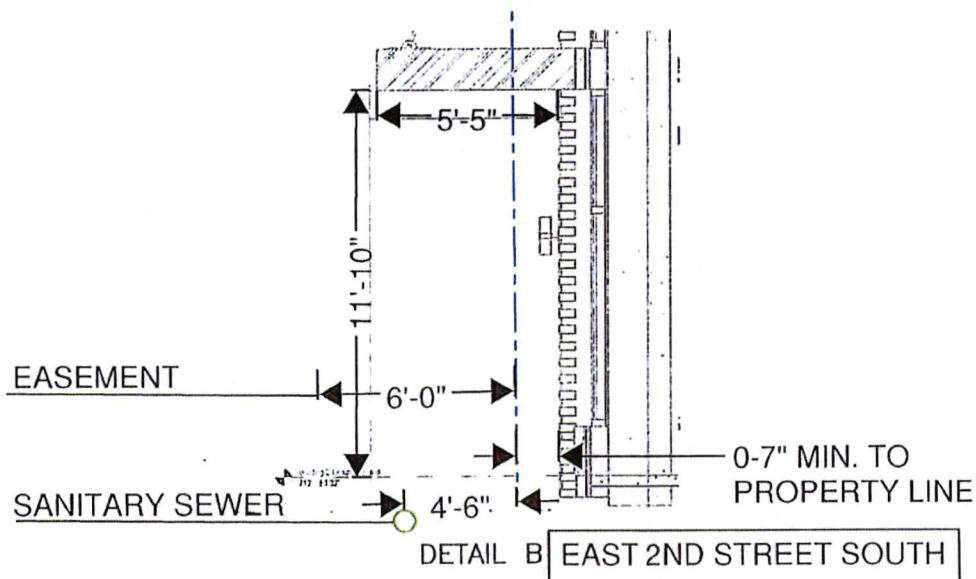
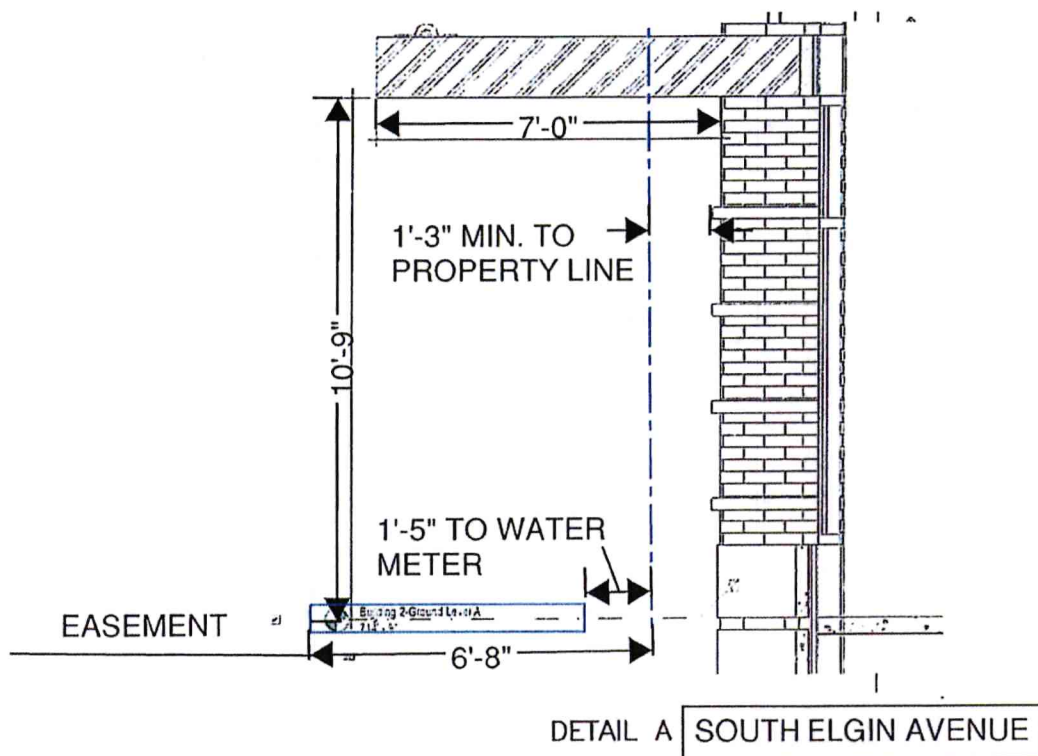
EXHIBIT "A"

Page 4 of 17



# EXHIBIT "B"

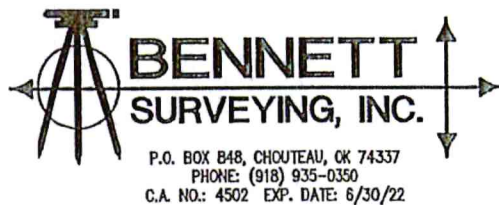
Page 3 of 3

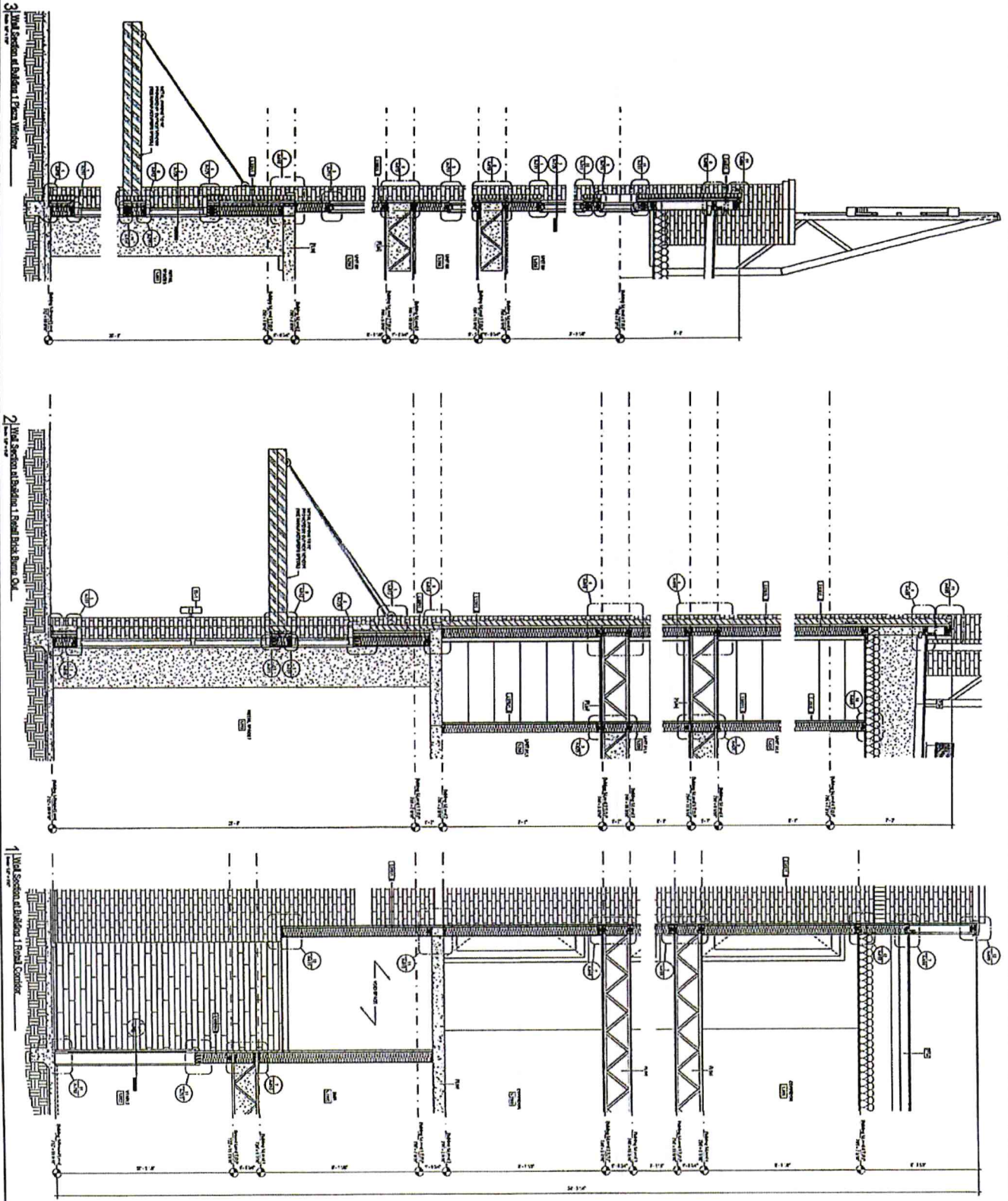


FILE: 221480 LG-1A

## EXHIBIT "A"

Page 5 of 17





A-410

TYPICAL WALL SECTION



Project No.	505
Drawn By	Architect
Checked By	Architect
Scale	1/4" = 1'-0"
Date	10/20/03
Sheet No.	505
Sheet Title	Typical Wall Section

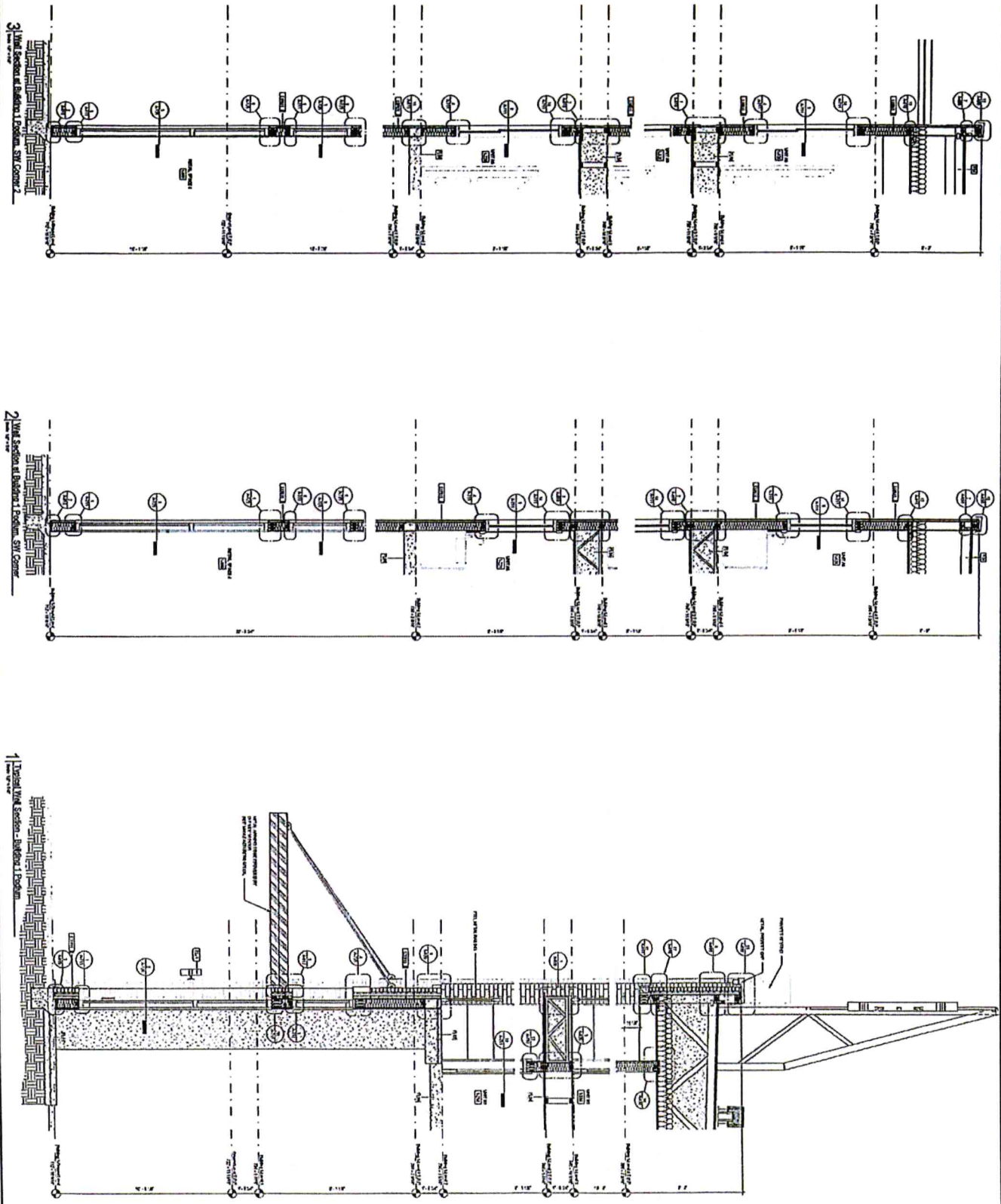
ISSUED FOR PERMIT - [202.03.30]

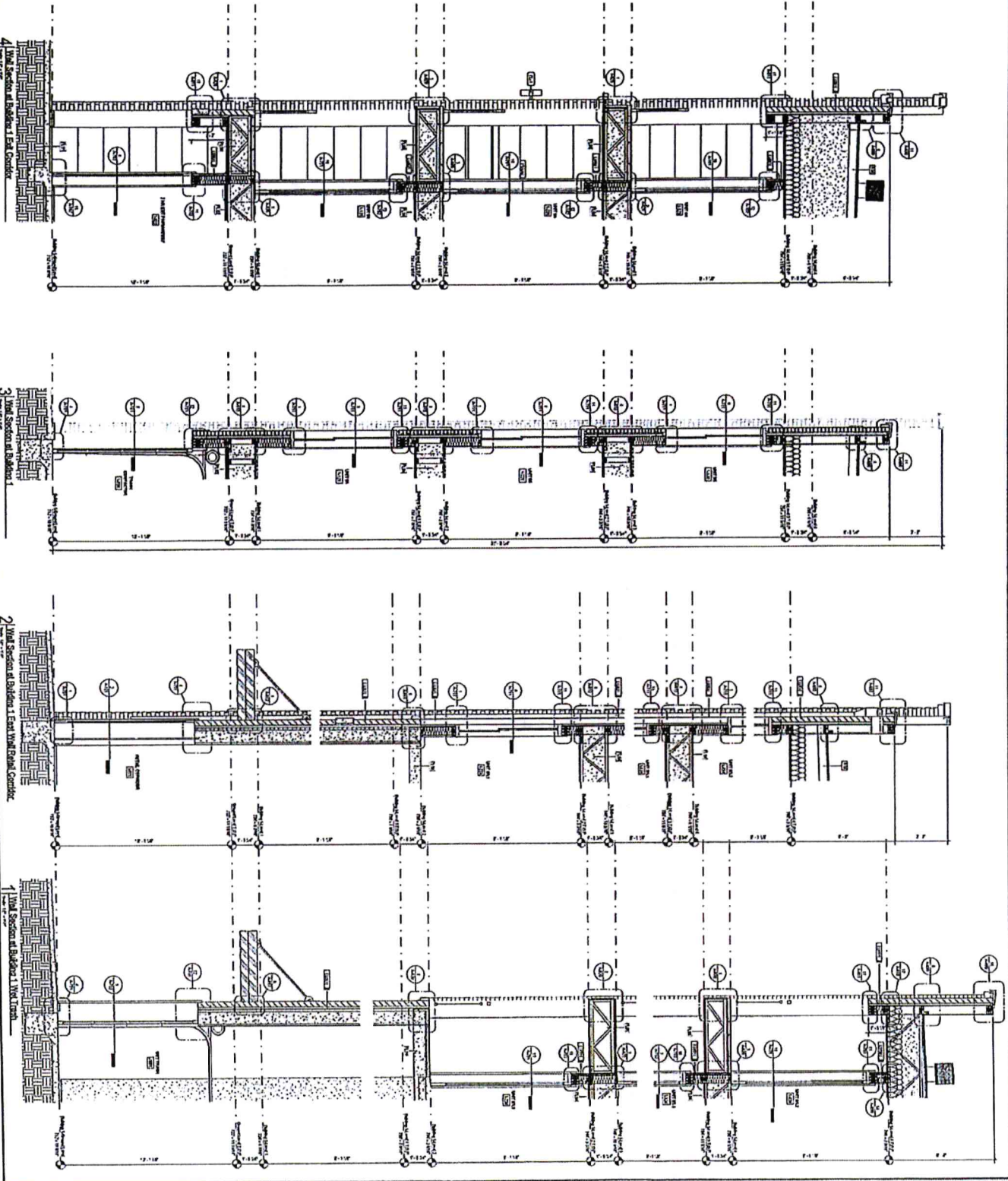
# EXHIBIT "A" Page 6 of 17

ARCHITECTURE DEPARTMENT  
2001 New York State  
Architectural Law  
Section 20-100  
Architectural Department  
100 State Street  
Albany, New York 12242-1000  
Tel: 518/474-2400  
Fax: 518/474-2401  
www.architecture.state.ny.us









**REVISIONS**

NO.	DATE	DESCRIPTION
1	07-11-07	ISSUED FOR PERMIT

**PROJECT INFORMATION**

Project Name: **ARCHITECTURE DENAREST**

Client: **ARCHITECTURE DENAREST**

Location: **20000 1st Avenue, Suite 100, San Diego, CA 92108**

Scale: **1/4" = 1'-0"**

Sheet No: **A-412**

Drawn By: **ARCHITECTURE DENAREST**

Checked By: **ARCHITECTURE DENAREST**

Approved By: **ARCHITECTURE DENAREST**

**EXHIBIT "A"**

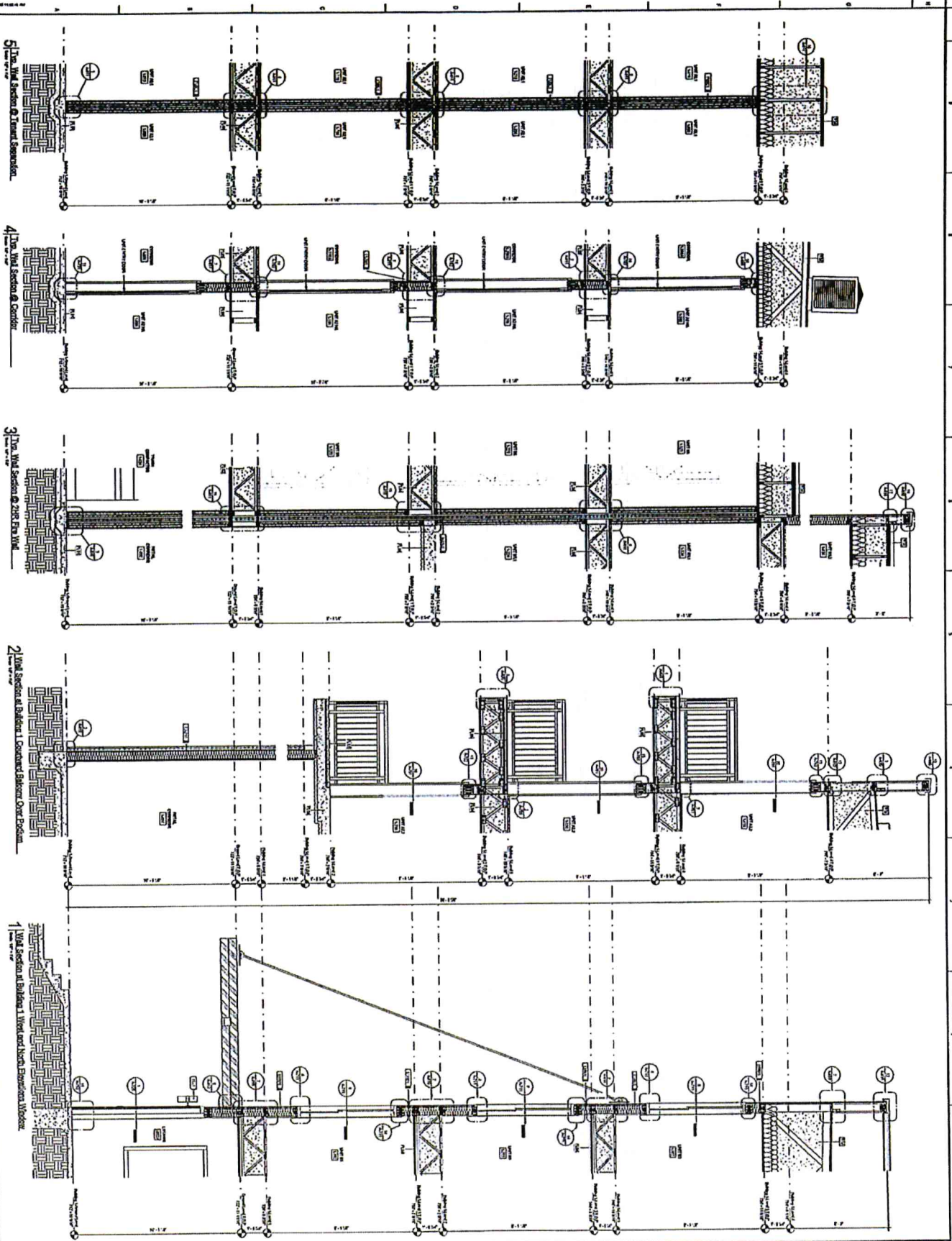
Page 8 of 17

ISSUED FOR PERMIT - [022.03.30]

OK

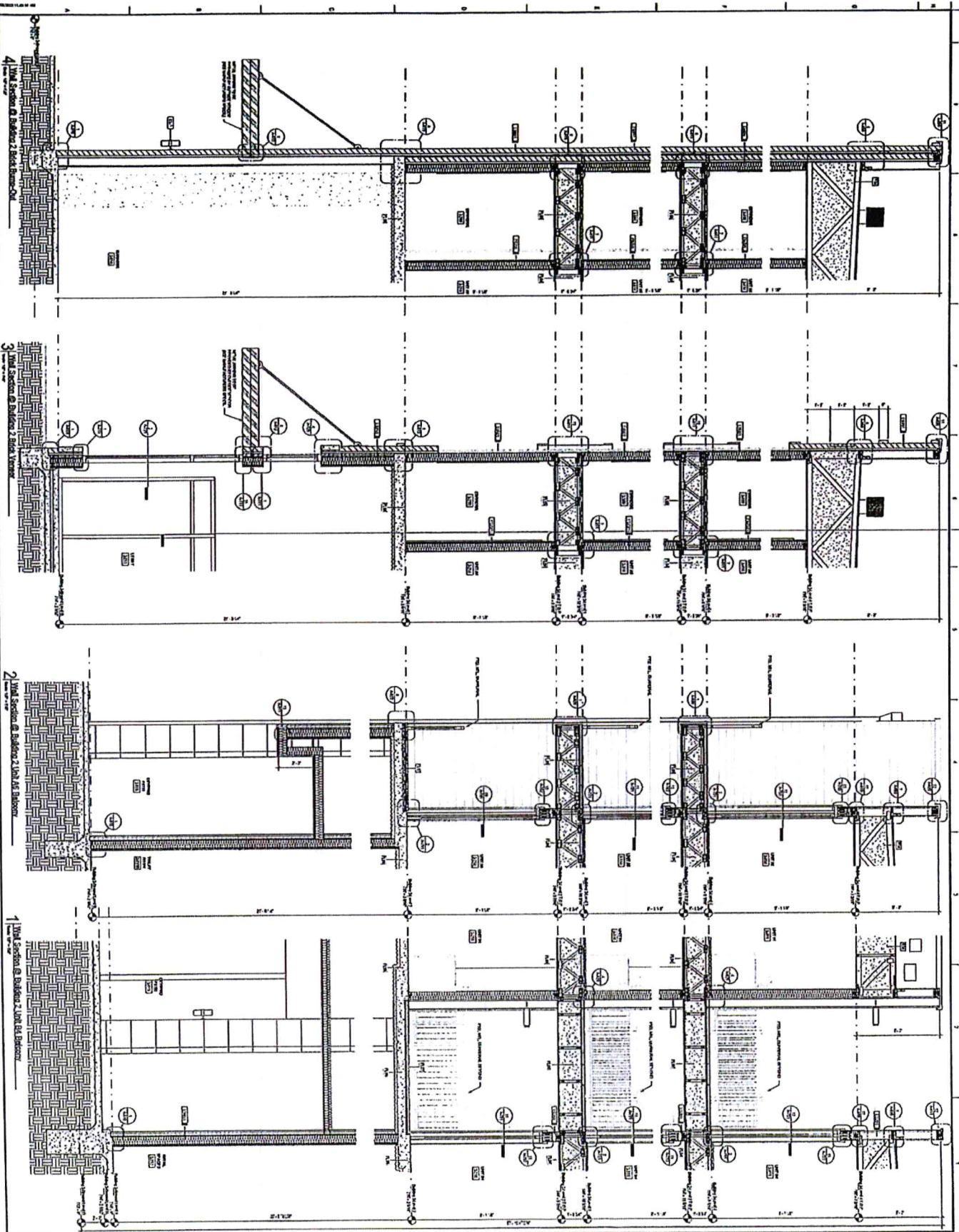












# EXHIBIT "A" Page 11 of 17

ISSUED FOR PERMIT - [2022.03.30]

<p>Architect</p> <p>Engineer</p> <p>Structural Engineer</p> <p>Professional Seal</p>	
<p>Project Name</p> <p>Project Number</p> <p>Revision</p>	<p>Client Name</p> <p>Client Address</p> <p>Client Phone</p>



ARCHITECTURE DENMARKST

1000 10th Street, NW

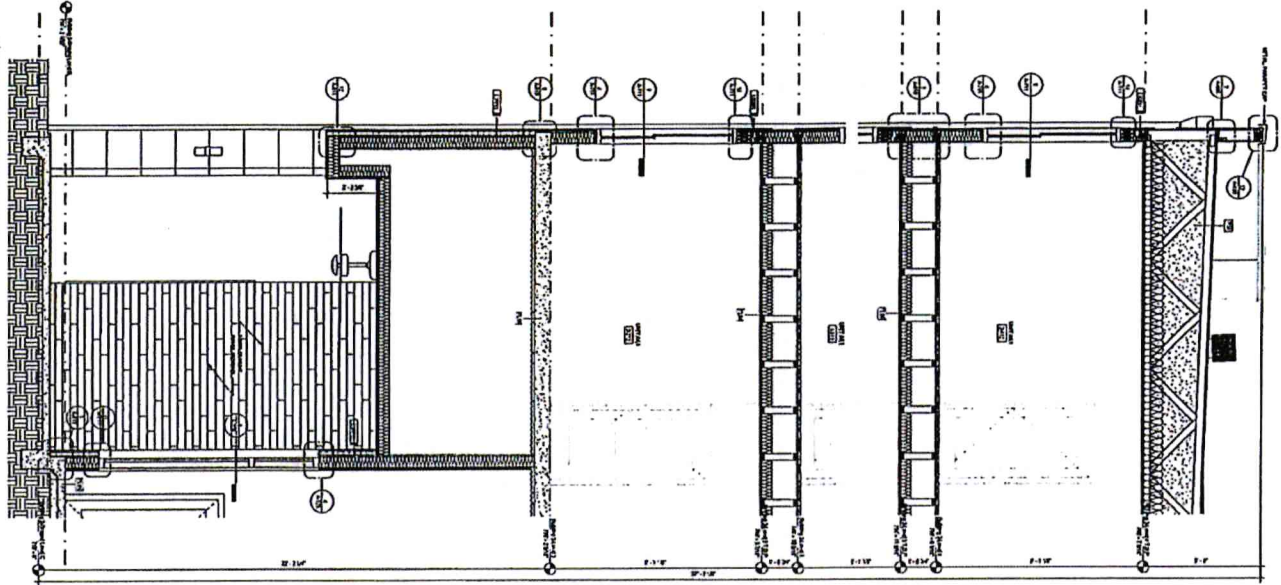
Washington, DC 20004

Phone: (202) 778-1000

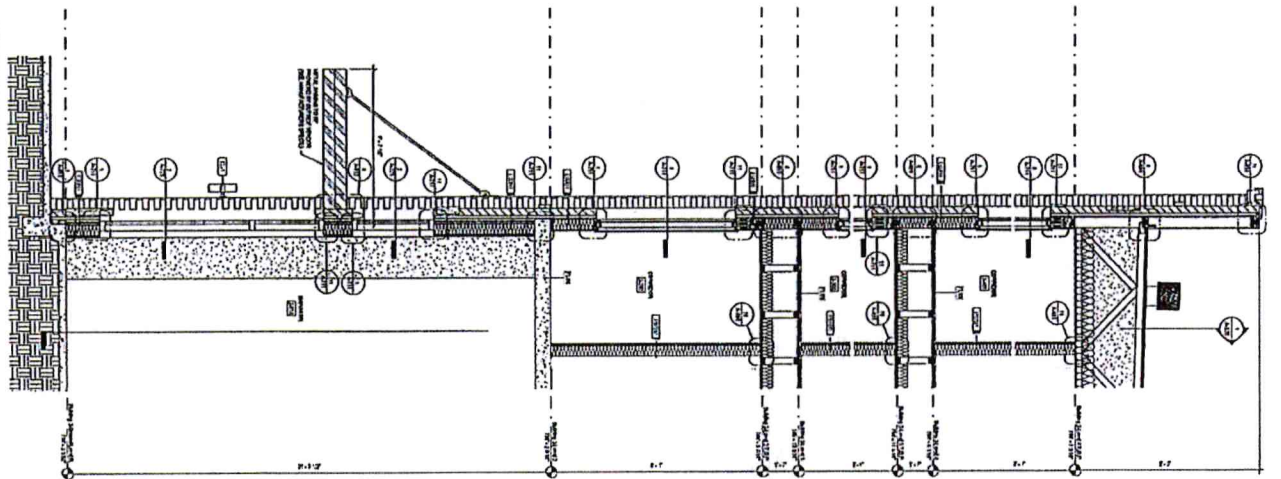
Email: info@architecturedenmarkst.com



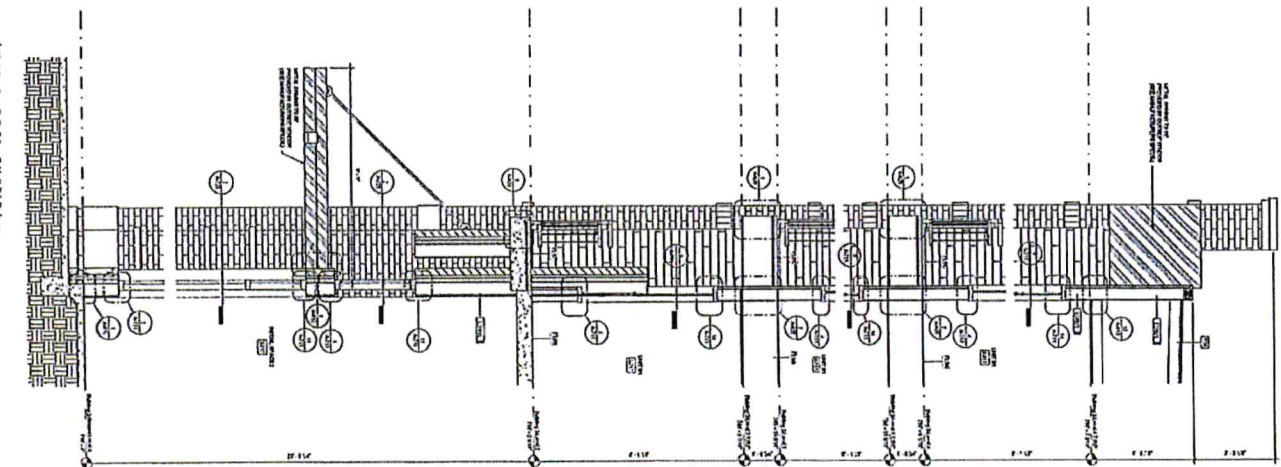
3) Wall Section @ Concrete Deck, Balcony 2



2) Wall Section @ Balcony 2 Window & Window A Head Sill



1) Wall Section @ Balcony 2 Unit B1 Balcony



# EXHIBIT "A"

Page 12 of 17

OK

ISSUED FOR PERMIT - [002.03.30]



TYPICAL WALL SECTIONS

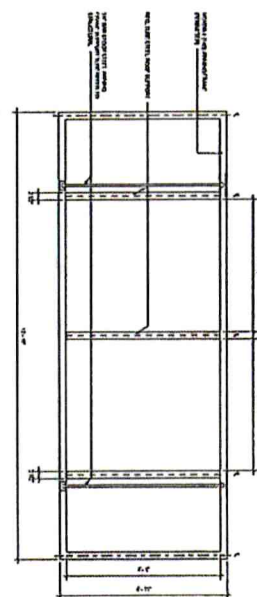
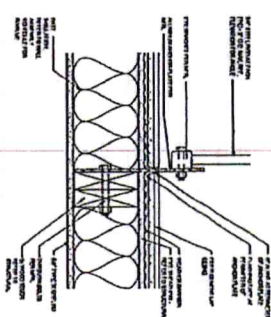
Scale: 1/4" = 1'-0"

A-422

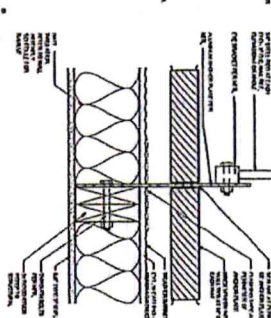


ARCHITECTURE DESIGNER

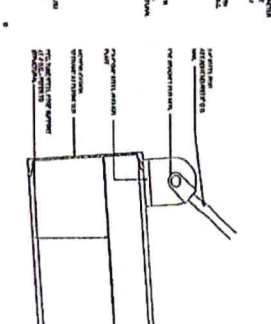
207 Park Ave.  
New York, NY 10022

17 | Aminda Correction Plan  
 Page 147 - 148

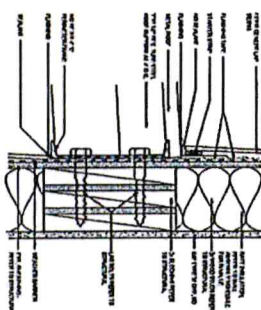
13 | Awarding Support Breachers Plan at Sidings  
LAW 1-1-10



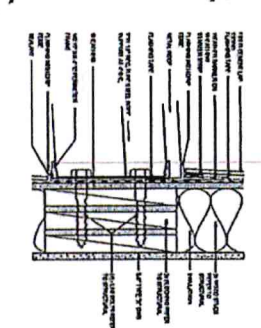
12 Aminda Support Bracket, Plan at Unit 1120001  
Issue 2 of 12



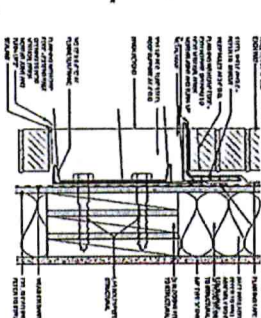
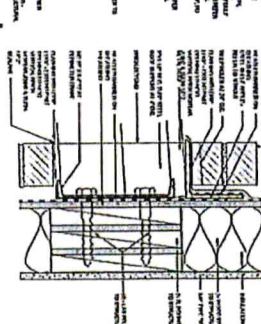
16 Amytha Brockelschul Steel Broom



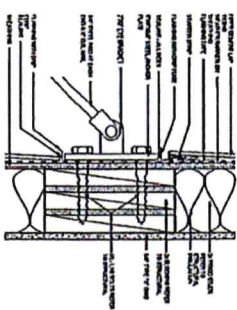
9. Arriving Well Connection at Site



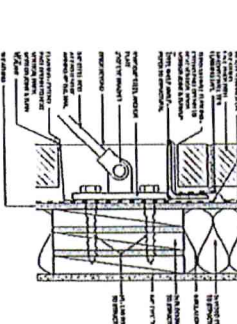
## 8 | Amino Acid Connection at Sidra

7 | Amelia Will Connection at UNL

6/10/18



#### 4 | Ampliar Support Base de el Sistema



1 | Amelia Support Directory of Phila











EXHIBIT "A"  
Page 16 of 17





EXHIBIT "A"

Page 17 of 17