

Real Property

Version 1.6 released on 6/29/23

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



PW 0120745

CITY COUNCIL USE ONLYDate Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____

Committee: _____

Hearing Date: _____

2nd Agenda Date: _____**CITY CLERK USE ONLY**☐ Scanned

Date: 08.14.2024

☐ Posted

Item # 2408.02101

*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
Public WorksContact Name
Tony GlynnEmail
TGLYNN@cityoftulsa.orgPhone
918-596-9245Real Property Record Type
License Agreement or RevocationName
Michael Scarbrough Quick N Clean OK-02, LLC
Owner-Grantor, Buyer, Seller, etc.**Subject (Description)**

Install and maintain certain improvements. Concrete flume with a steel plate

Bid/Project Number

5-4-24-33

Project Title**Council District**

9

Section

25

Township

19

Range

12

Parcel**Lot**

11 and 12

Block

5

Addition

ALTA Dena Place

Address

4252 S Peoria Avenue

Additional Information/Tracking Number

01650-92-25-01020

*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: 7/24/2024

Date: JULY 29 XXIV

Date: _____

Date: AUG 14 2024

Date: _____

Policy Statement

Background information

Submitted is an application for a license agreement between the City of Tulsa and Michael Scarbrough, to install and maintain a concrete flume with steel plate, as indicated on the attached Exhibit "A" trench detail in and upon the City of Tulsa right-of-way. The request for the license agreement was reviewed by City staff and representatives of various commissions, authorities, and private utilities with no objections. The Public Works 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. PDZ: PDZ 7/22/24 MSL: [Signature] 7/23/24

Summarize the pertinent details of the requested action.

Other Pertinent Details

Location: 4252 S Peoria Ave Tulsa, OK 74105; S25-T19-R12; 5-4-24-33

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 **QUICK N CLEAN OK-02, LLC**, an Oklahoma limited liability company (hereinafter referred to as "Licensee"),

WITNESSETH:

WHEREAS, City owns certain real property, adjacent to:

Lots Eleven (11) and Twelve (12), LESS the East Fifteen (15) feet of lot Twelve (12), Block Five (5), ALTA DENA PLACE, AN ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat No. 692,

AND

Lots Thirteen (13) and Fourteen (14), Block Five (5), ALTA DENA PLACE, AN ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat No. 692, hereinafter referred to as the Subject Property;

WHEREAS, Licensee has applied for a license to install, use and maintain certain improvements, to-wit: **a concrete flume with steel plate, as indicated on the attached Exhibit "A" trench detail**, 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:

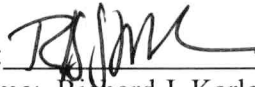
1. City does hereby grant this license to Licensee to construct, install and maintain the said improvements, in substantial conformity with the above-described Subject Property, in and upon City's real property, provided that such use does not unreasonably interfere with public use of the said property.
2. This license is unconditionally revocable at any time at the will of 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.


**QUICK N CLEAN OK-02, LLC, an Oklahoma
limited liability company**

By: 
Name: Richard J. Karle
Title: Manager

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

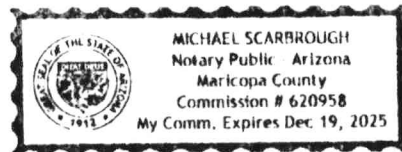
Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of July, 2024, personally appeared **Richard J. Karle**, to me known to be the identical person who subscribed the name of **QUICK N CLEAN OK-2.**, an Oklahoma limited liability company, to the foregoing as 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 **QUICK N CLEAN OK-2, 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:

Dec. 19, 2025





APPROVED:

SENIOR Shirley Swiney
Assistant City Attorney

APPROVED:

Zobel
Director

APPROVED BY CITY COUNCIL:

Date: _____

BY: _____
Jeannie Cue, Chair

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said County and State, on the _____ day of _____, 2024, personally appeared Jeannie Cue, 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:

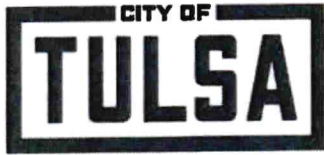
City Clerk

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said County and State, on the _____ day of _____, 2024, 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: 01650-92-25-01020 Zoning: CH-Commercial

Property Location: 4252 South Peoria Avenue Tulsa, OK 74105

Legal Description: Subdivision: ALTA Dena Place Plat No.: 692

Lot: 11-15 Block: 5

Section: 25 Township: 19 Range: 12

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Quick N Clean OK-02, LLC

Applicant Company: Quick N Clean OK-02, LLC

Applicant D.B.A.: _____

Address: 7291 East Adobe Drive Suite 115

City: Scottsdale State: AZ Zip: 85255

Phone: 480-444-8060 Email: richard@upperimage.net

Secondary Point of Contact: Michael Scarbrough

Phone: 602-850-8101 Email: Mike@3k1.us

Property Owner(s) of Record: Quick N Clean OK-02, LLC

Address: 7291 East Adobe Drive Suite 115

City: Scottsdale State: AZ Zip: 85255

Phone: 480-444-8060 Email: richard@upperimage.net

Signatures

Applicant:  Date: 03-20-24

Property Owner(s):  Date: 03-20-24

Date: _____

Date: _____



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

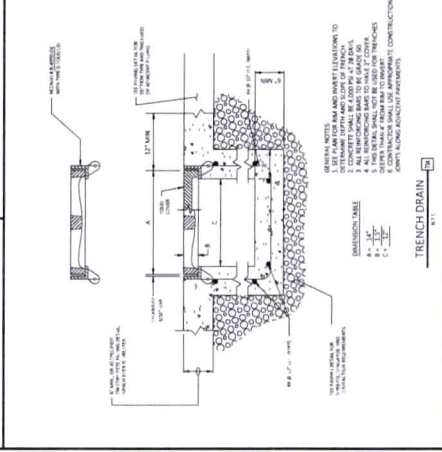
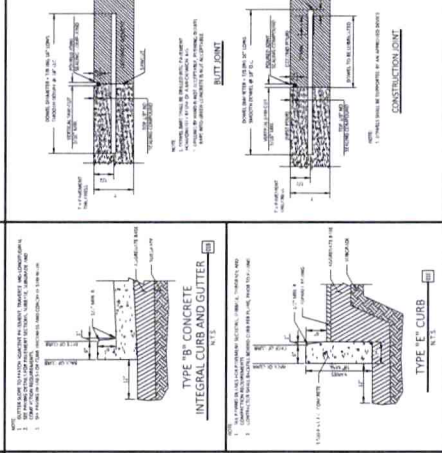
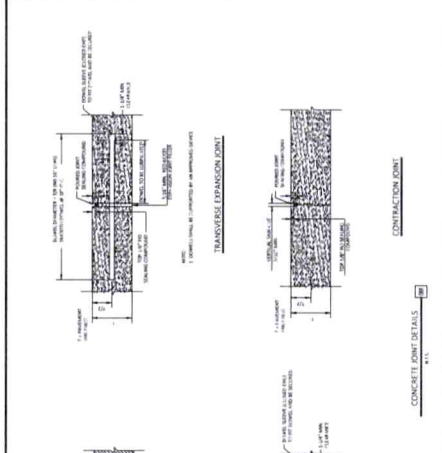
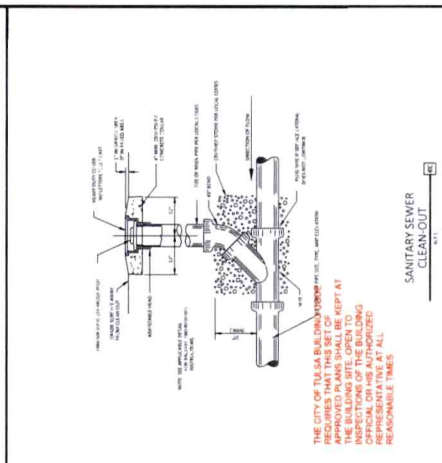
Explanation of necessity for closing right-of-way or easement or for encroaching into the right-of-way or easement.

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).

Legal: LTS 11 - 14 LESS E15 LT 12 & LESS BEG SECR LT 11 TH W15 N73.37 E15 S73.37 POB & LESS PRT LTS 13 & 14
BEG SECR LT 13 TH W15 N120 E15 S120 POB BLK 5

Storm water runoff encroaches into right of way. Development team to install concrete flume with steel plate.
Please reference provided trench detail.







NE corner of property facing West



SW corner of property facing East



SW corner of property facing North



NE corner of property facing SW