

# Real Property

Version 1.6 released on 6/29/23

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



PW 0120941

<b>CITY COUNCIL USE ONLY</b>		<b>CITY CLERK USE ONLY</b>	
Date Received: _____	Tracking #: _____	<input type="checkbox"/> Scanned	Date: <u>11.06.2024</u>
Committee Date: _____	Committee: _____	<input type="checkbox"/> Posted	Item #: <u>2411-02974</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

<b>Board Approval</b>	<b>Other Board Name</b>	<b>City Council Approval</b>
_____	_____	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>Department</b>	<b>Contact Name</b>	<b>Email</b>
Public Works	Tony Glynn <u>to 10/14/24</u>	TGLYNN@cityoftulsa.org
<b>Real Property Record Type</b>	<b>Name</b>	<b>Phone</b>
License Agreement or Revocation	RZN LLC	918-596-9245

<b>Subject (Description)</b>	<b>Additional Information/Tracking Number</b>
Install and maintain parking in the right-of-way.	20025-93-26-02990

<b>Bid/Project Number</b>	<b>Project Title</b>	<b>Council District</b>
5-4-22-67		5
<b>Section</b>	<b>Township</b>	<b>Range</b>
26	19	13
<b>Lot</b>	<b>Block</b>	<b>Addition</b>
5&6	2	Industrial Equipment CTR
<b>Address</b>	<b>Additional Information/Tracking Number</b>	
7498 E 46th PI	20025-93-26-02990	

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

<b>Department:</b>	<u>[Signature]</u>	<b>Date:</b>	<u>10/15/2024</u>
<b>Legal:</b>	<u>[Signature]</u>	<b>Date:</b>	<u>10/22/24</u>
<b>Board:</b>	_____	<b>Date:</b>	_____
<b>Mayor:</b>	<u>[Signature]</u>	<b>Date:</b>	<u>NOV 06 2024</u>
<b>Other:</b>	_____	<b>Date:</b>	_____

### Policy Statement

#### Background information

Submitted is a license agreement from RZN, LLC, an Oklahoma limited liability company, requesting the installation and maintenance of parking in and upon the right-of-way. The request for the license agreement was reviewed by City of Tulsa staff, representatives of various authorities, boards, commissions, 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: *10.15.24*

MSL: *10/14/24*

*Summarize the pertinent details of the requested action.*

#### Other Pertinent Details

Location: 7498 E 46th PI, Tulsa, OK 74145      S26--T19-R13;      5-4-22-67

*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 **RZN, L.L.C., an Oklahoma limited liability company**, (hereinafter referred to as "Licensee"),

**WITNESSETH:**

**WHEREAS**, City owns certain real property, adjacent to:

Lots Five (5) and Six (6), Block Two (2), INDUSTRIAL EQUIPMENT CENTER  
3<sup>RD</sup> ADDITION, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

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

RZN, L.L.C., an Oklahoma limited liability company,

By: [Signature]  
Name: Ronak Shah, Manager

STATE OF OKLAHOMA            )  
  ) ss:  
COUNTY OF TULSA            )

The foregoing instrument was acknowledged before me on this 9th day of October, 2024 by Ronak Shah, as Manager of RZN, L.L.C.

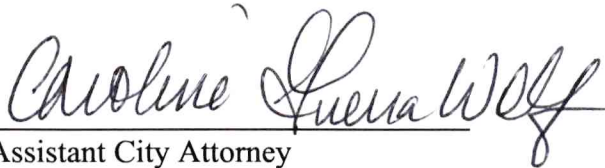
Given under my hand and seal the day and year last above written.

[Signature]  
Notary Public

My Commission Expires:  
2-4-2025



**APPROVED:**

  
Assistant City Attorney

**APPROVED:**

  
Director

**APPROVED BY CITY COUNCIL:**

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

BY: \_\_\_\_\_  
Jennie Cue

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 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: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

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

County Assessor Parcel Number: 20025-93-26-02990 & 03020 Zoning: IL

Property Location: 7498 East 46th Pl.

Legal Description: Subdivision: Industrial Equipment CTR Plat No.: \_\_\_\_\_

Lot: LOTS 5 & 6 Block: 2

Section: 26 Township: 19 Range: 13

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Scott Stoll

Applicant Company: Grace Contracting, LLC

Applicant D.B.A.: Grace Contracting

Address: 14601 Metro Paza Boulevard

City: Edmond State: Oklahoma Zip: 73013

Phone: 405-409-1107 Email: scott@gracecontracting, LLC

Secondary Point of Contact: Chong Branson

Phone: 405-626-8780 Email: chong@gracecontracting, LLC

Property Owner(s) of Record: Galaxy Home Recreation - Ronak ~~Shaw~~ Shah

Address: 7498 East 46th Place

City: Tulsa State: Oklahoma Zip: 74145

Phone: 918-269-7665 Email: ronak@galaxyhomerecreation.com

Signatures

Applicant:  Date: 5/9/2022

Property Owner(s): \_\_\_\_\_ Date: 05/09/22

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





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

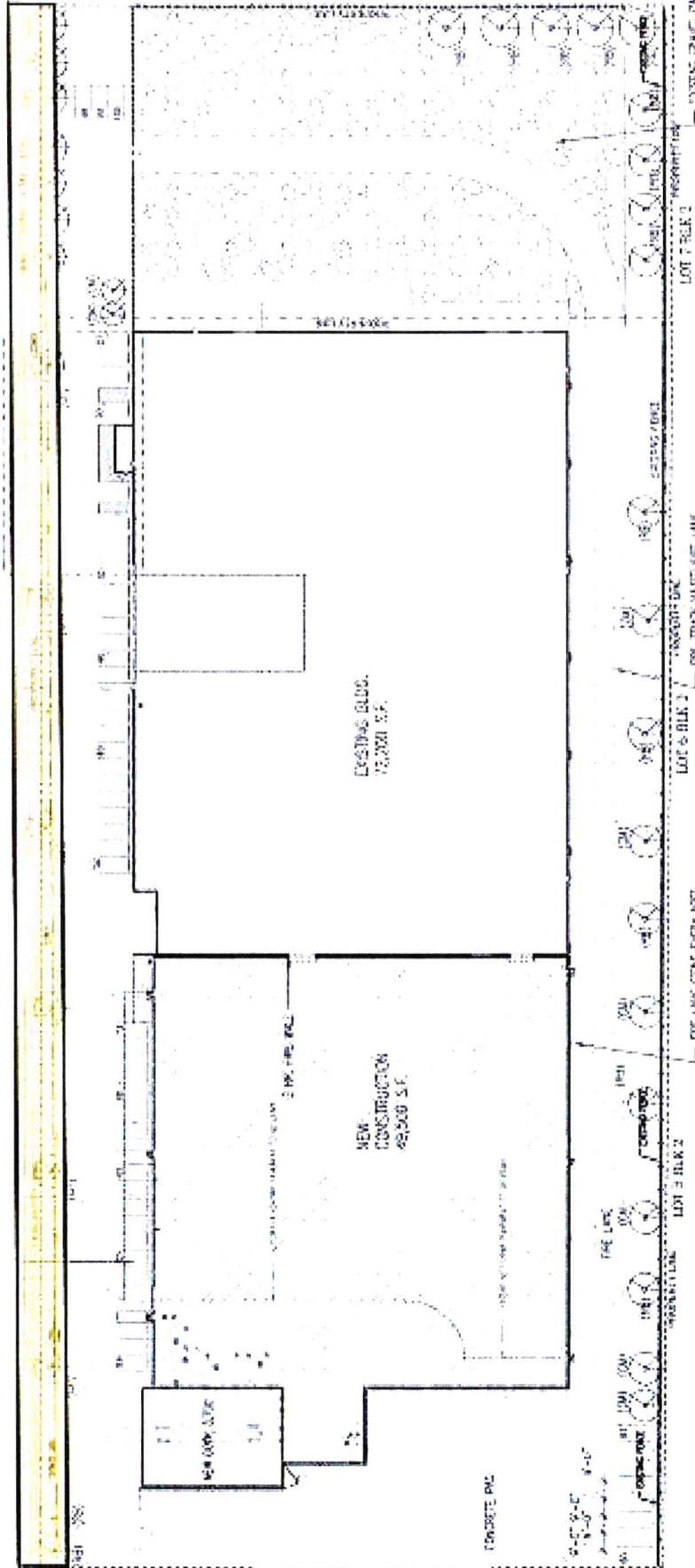
Explanation of necessity for closing right-of-way or easement or for encroaching into the right-of-way or easement.

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).


Lot 5 & 6, Block 2, Section 26, Township 19, Range 13  
Industrial Equipment CTR 3rd ADDN RESUB PRT FIRST RES & DEV

Explanation: Owners are requesting a variance for encroaching into the right-of-way/ easement for the existing parking located on this property. Owners have submitted permit to add on to existing facility and do not have ample room to move existing parking. We are requesting a contract with the City of Tulsa to continue to use this existing/ proposed parking, which currently encroaches in the right-of-way. The land is located in an Industrial area, surrounded by similar conditions. See attached site plan.

EAST 46TH PLACE



1 SITE PLAN-PARKING

 License Agreement Area

19989.7 SQ FT





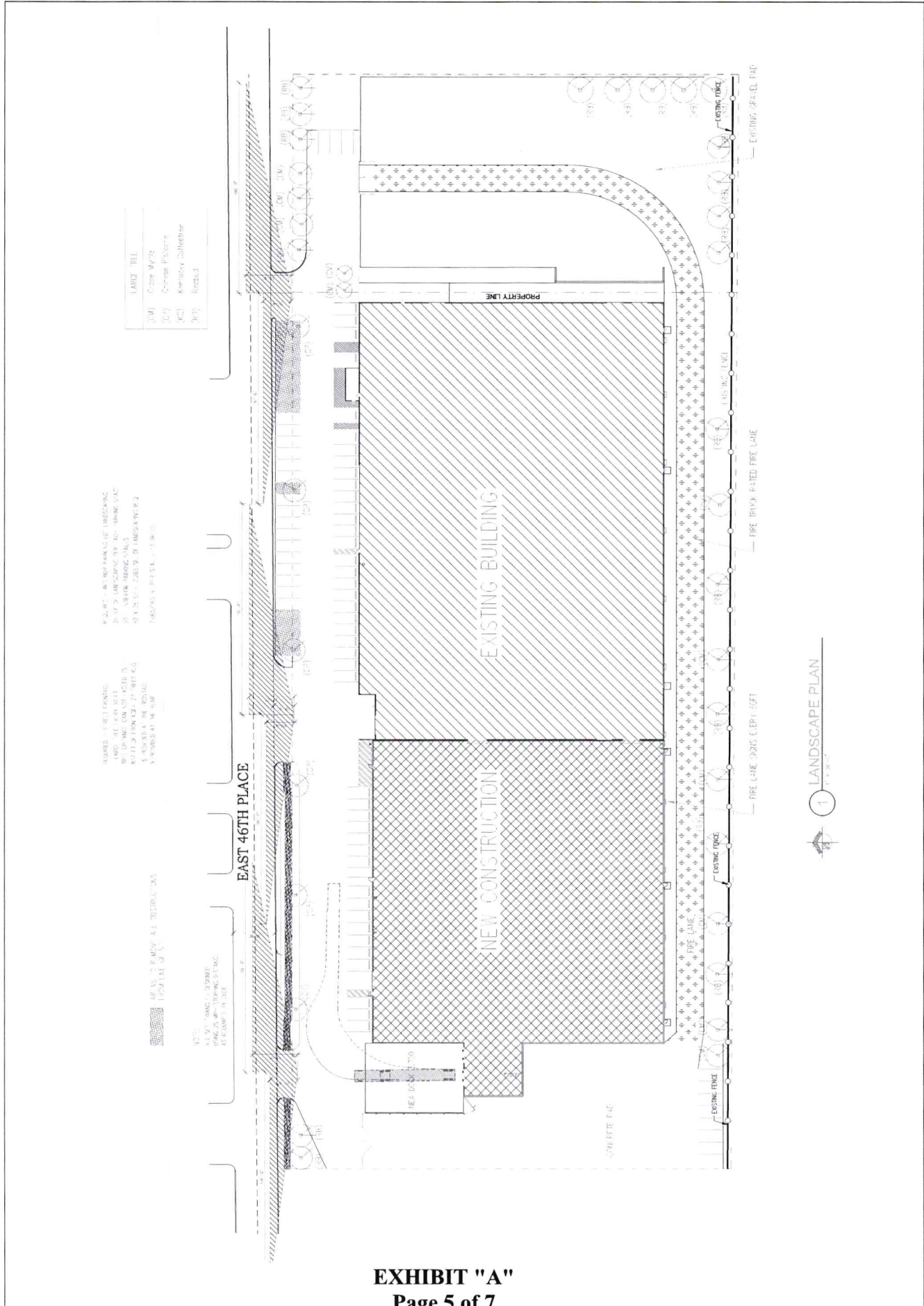


**GALAXY HOME RECREATION**  
 7494, 7498 EAST 46TH PLACE  
 TULSA, OKLAHOMA 74145

THE DRAWING AND OTHER INFORMATION CONTAINED HEREIN IS THE PROPERTY OF GRACE LANDSCAPE ARCHITECTURE, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF GRACE LANDSCAPE ARCHITECTURE, INC. IS STRICTLY PROHIBITED. ALL RIGHTS ARE RESERVED.

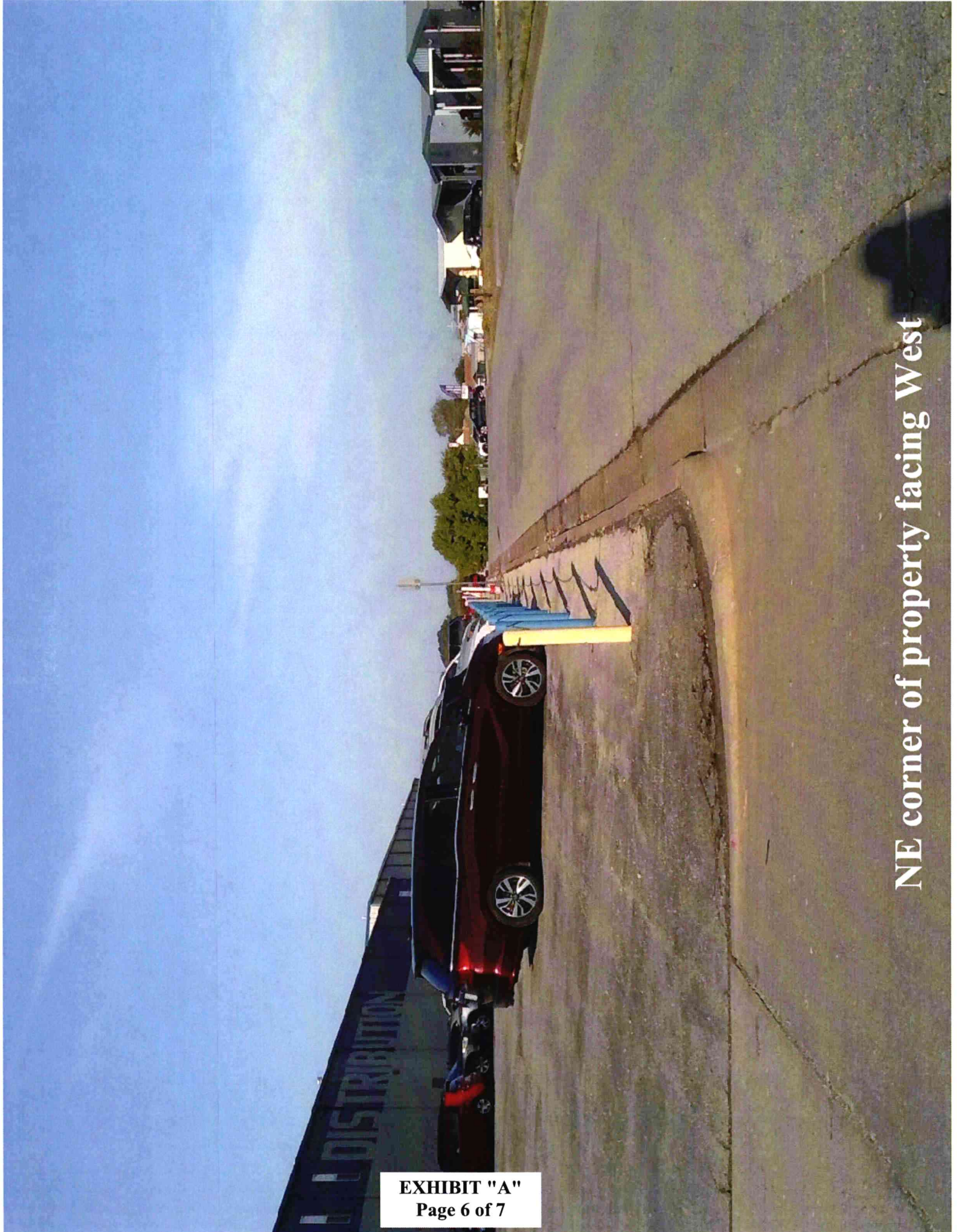
PROJECT NUMBER: 2021-02  
 DRAWING DATE: 01-16-22  
 DESIGNER: [Name]  
 CHECKER: [Name]  
 ALL WORK NOTED

TITLE: LANDSCAPING  
 SHEET: LST



**EXHIBIT "A"**  
 Page 5 of 7





NE corner of property facing West





NW corner of property facing SE

**EXHIBIT "A"**  
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