

Real Property

Version 1.3 released on 8/3/21



CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

☐ Scanned Date: 02.09.2022
☐ Posted Item #: 2202.00276

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 ☐ No

Department
Engineering Services

Contact Name
Michelle L. Lester

Email
ml Lester@cityoftulsa.org

Phone
596-7266

Real Property Record Type
License Agreement or Revocation

Name
Route 66 D, LLC

Subject (Description)
tables, chairs, planters, benches, railings

Bid/Project Number
5-4-21-01

Project Title

Council District
4

Section
09

Township
19

Range
13

Parcel

Lot
1-3

Block
1

Addition
MCBRIDE ADDITION

Address
1102 S Yale Ave

Additional Information/Tracking Number
26475-93-09-09080

Budget

Funding Source(s)

TOTAL:

Approvals

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

[Handwritten signatures]
SWINEY

Date: 01.06.22
Date: 2-1-XK11
Date: _____
Date: FEB 09 2022

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and Route 66 D, LLC for four tables and chairs, two brick planters, three benches and railings.

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 objections.

MSL/kir MSK 1/5/22

Summation of the Requested Action

The Engineering Services Department recommends approval of the attached License Agreement.

Other Pertinent Details

Location: 1102 S Yale Ave, Tulsa 74112; S09-T19-R13; 5-4-21-01

Processing Information for City Clerk's Office

Post Execution Processing

- ☐ Mail vendor copy (addt'l signature copies attached)
- ☒ **Must be filed with other governmental entity**
- ☐ Addt'l governmental entity approval(s) required

Additional Routing and Processing Details

Original to be picked up by Courtney Jones 6-9549

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 **ROUTE 66 D, LLC, an Oklahoma limited liability company** (hereinafter referred to as "Licensee"),

WITNESSETH:

WHEREAS, City owns certain real property, adjacent to:

Lots One (1), Two (2) and Three (3), Block One (1), MCBRIDE ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the duly recorded plat thereof, more particularly described in Exhibit "A";

WHEREAS, Licensee has applied for a license to install, use and maintain certain improvements, to-wit: **four tables and chairs, two brick planters, three benches and railings** 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 releases City from any liability 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 for 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 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, including reestablishing prior tree wells and replanting Athena Lacebark Elm or an equivalent approved street tree species in the prior tree wells (locations shown on Exhibit "A" as "Flower Pot 33" tall.), 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 accessibility standards, street-closing, parking, sign and zoning ordinances.
7. Any damage to the City's real property by the Licensee during construction or installation of the improvements shall be the sole responsibility of the Licensee to restore the real property, to the reasonable satisfaction of City.
8. The Licensee shall keep a minimum of a four (4) foot wide unobstructed pedestrian pathway at all times.
9. 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.
10. This license is not assignable or transferable by Licensee without the prior written consent of City.
11. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates set forth below.

ROUTE 66 D, LLC, an Oklahoma limited liability company

By: Angela Alame

Printed name:

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 13 day of December, 2021, personally appeared Angela Alame to me known to be the identical person who subscribed the name of **ROUTE 66 D, LLC, an Oklahoma limited liability company** to the foregoing as its Manager and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of **ROUTE 66 D, LLC, an Oklahoma limited liability company** for the uses and purposes therein set forth.

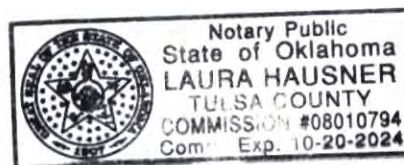
Given under my hand and seal the day and year last above written.

Laura Hausner

Notary Public

My Commission Expires:

10/20/2024



APPROVED:

Senior Mindy Swann
Assistant City Attorney

APPROVED:

[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 _____, 2022, 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 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 _____, 2022, 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 LICENSE AGREEMENT TO CONSTRUCT AND MAINTAIN
PRIVATE IMPROVEMENTS UPON PUBLIC WAY

APPLICANT NAME AND ADDRESS (THIS PERSON WILL RECEIVE A COPY OF THE FILED AGREEMENT.)	Original Application
Angela & Tally Alame	DATE OF APPLICATION 10-1-19
Tally's Good Food Cafe, LLC	11-15-20
ADDRESS OF THE PUBLIC WAY	TELEPHONE NUMBER
1102 S. Yale Ave. Tulsa, OK 74112	918-519-6742
NAME OF CONTACT PERSON (IF OTHER THAN PROPERTY OWNER)	TELEPHONE NUMBER
Angela & Tally Alame	EMAIL A3530alame@aol.com
ADDRESS AND LEGAL DESCRIPTION OF THE PUBLIC WAY TO BE OCCUPIED.	

1102 S. Yale Ave., Tulsa, OK 74112
Subdivision: McBride Addn
Legal LTS 1-2 E of 4 of LT 3 B1K 1
Section: 09 Township: 19 Range: 13

Explanation of purpose or need to occupy Public Way (relate to Criteria for Consideration).

Applying to approve tables that have been in place for several years. Also, we need to approve two benches, a rail, & planters.

Type of improvement requested for License Agreement

Already in place.

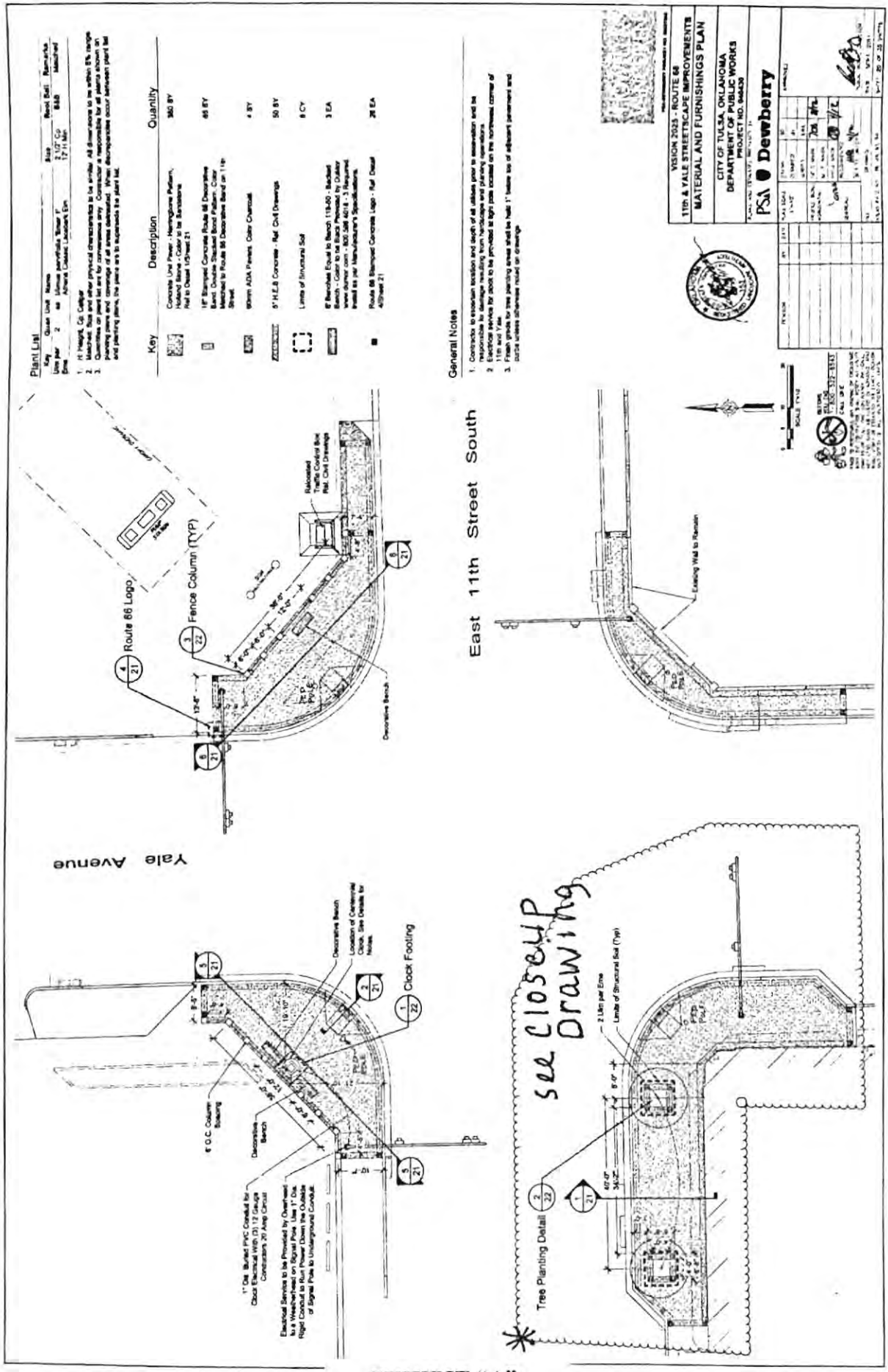
Plat of Survey or representative sketch or drawing has been attached delineating the described request showing all data pertinent to the property e.g. distance bearings and encroachments.

Submitted by: OWNER SIGNATURE	PERSON SUBMITTING ON BEHALF OF OWNER BY (SIGNATURE)
Angela Alame	Angela Alame
Route 66 D LLC	

Revised 11/13

[illegible]

Page 2 of 5



Plant List

Key	Quant	Notes	Size	Remarks
1	2	at 11th Street	2' x 10' x 10'	Standard
2	2	at 11th Street	2' x 10' x 10'	Standard

Key	Description	Quantity
1	Concrete Unit Form - Hemlock Pattern, 1/2" to 1/4" Thick	360 SY
2	1/2" Thick Concrete Route 86 Decorative Bench - 11' x 11' x 11' (See Detail for Notes)	48 SY
3	1/2" Thick Concrete Route 86 Decorative Bench - 11' x 11' x 11' (See Detail for Notes)	4 SY
4	9" H.E.B. Concrete - Ref. Civil Drawings	50 SY
5	1/2" Thick Concrete - Ref. Civil Drawings	8 CY
6	3 EA	3 EA
7	28 EA	28 EA

General Notes

1. Contractor to provide location and depth of all utilities prior to installation and be responsible for design resulting from installation and any damage.
2. Electrical service for clock to be provided at right side located on the northwest corner of 11th and Yale.
3. All trees shall be planted within 1" tolerance of adjacent pavement and 10' from existing structures.

VISION 2025 - ROUTE 86
11th & YALE STREETSCAPE IMPROVEMENTS
MATERIAL AND FURNISHINGS PLAN
CITY OF TULSA, OKLAHOMA
DEPARTMENT OF PUBLIC WORKS
PROJECT NO. 2025-01

PSA Dewberry

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
2	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
3	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
4	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
5	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
6	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
7	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
8	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
9	10/1/2024	ISSUED FOR PERMIT	PSA	PSA
10	10/1/2024	ISSUED FOR PERMIT	PSA	PSA



EXHIBIT "A"
Page 4 of 5

