

Real Property

Version 1.8 released on 7/1/25

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



PW0121515

CITY COUNCIL USE ONLY

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

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

CITY CLERK USE ONLY

Scanned Date: 29.03.2025
 Posted Item #: 2509-02257

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
Public Works

Contact Name
Tony Glynn *to glynn*

Email
TGLYNN@cityoftulsa.org

Phone
918-596-9245

Real Property Record Type
License Agreement or Revocation

Name
Frank W. Fellers Jr. Revocable Trust Dated April 19, 2018
Owner-Grantor, Buyer, Seller, etc.

Subject (Description)
Multi-sized landscape rocks

Bid/Project Number 5-4-25-44	Project Title	Council District 4
Section 01	Township 19	Range 12
Lot 10	Block 12	Addition Hodge Addn
Address 305 S Kenosha Ave	Additional Information/Tracking Number 18875-92-01-03530	

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: *Tobias*
Legal: *to glynn*
Board: _____
Mayor: _____
Other: _____
Krystal S. Reyes
Mayor Pro Tem

Date: 8/18/2025
Date: 8/26/25
Date: SEP 03 2025
Date: _____

2025-08-26 (4:55)

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and Frank W. Fellers Jr. Revocable Trust Dated April 19, 2018, to install and maintain multi-sized landscape rocks within the street right-of-way. The location is shown on the attached Exhibit. The request for the License Agreement was reviewed by City of Tulsa staff, representatives of various authorities, boards, commissions, and private utilities with no objection. 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: TPB 08-18-25 MSL: Jye 8/18/25

Summarize the pertinent details of the requested action.

Other Pertinent Details

Location: 305 S Kenosha Ave, Tulsa, OK, 74120; S-01 T-19 R-12; 5-4-25-44

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**
- Addt'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 **FRANK W. FELLERS, JR. REVOCABLE TRUST, DATED APRIL 19, 2018**, (hereinafter referred to as “Licensee”),

WITNESSETH:

WHEREAS, City owns certain street right-of-way, adjacent to:

Lots Ten (10) and Eleven (11), Block Twelve (12), HODGE ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat No. 288, and a part of Lot Twelve (12), Block Twelve (12), HODGE ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat No.288, more particularly described as follows, to-wit;

Beginning Seven (7) feet Northeasterly from the Southwest corner of said Lot Twelve (12); thence East Fifty-nine (59) feet to a point; thence North a distance of Thirty-nine (39) feet to a point; thence in a Southerly direction to the Point of Beginning.

WHEREAS, Licensee has applied for a license to install, use, and maintain certain improvements, to-wit: **multi-sized landscape rocks**, in and upon the said street right-of-way, 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 street right-of-way, provided that such use does not unreasonably interfere with public use of the said property.

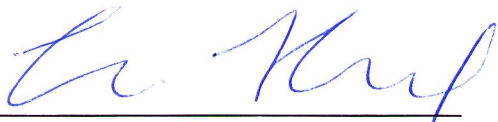
2. This license is unconditionally revocable at any time at the will of City and is subject to and subordinate to City's right to maintain, use, alter or excavate any portion of City's said street right-of-way. This license is subject to and subordinate to any rights heretofore or hereafter granted by 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 street right-of-way. Should removal, construction and/or excavation become necessary in City's opinion, Licensee agrees to hold City and any public utility company with facilities within the street right-of-way 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, and public utility companies/ providers with public utility facilities within the street right-of-way which is the subject of this License Agreement, and their employees, officers 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. No liability for property damage or personal injury arising out of the operation, construction, installation, maintenance or removal of the improvements shall attach to the City or public utility companies with facilities in the subject street right-of-way.
6. 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 street right-of-way, 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.
7. 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.

8. 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.
9. This license is not assignable or transferable by Licensee without the prior written consent of City.
10. 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.

NO FURTHER TEXT ON THIS PAGE

APPROVED:



Assistant City Attorney

APPROVED:



Director

APPROVED BY CITY COUNCIL:

Date: _____

BY: _____
Phil Lakin, Jr., Chair

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said County and State, on the ____ day of _____, 2025, personally appeared **Phil Lakin Jr.**, to me known to be the identical person who approved the within and foregoing instrument as Chairman 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: _____

Monroe Nichols IV, Mayor

ATTEST:

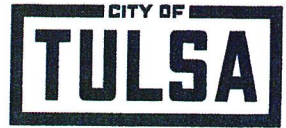
City Clerk

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said County and State, on the _____ day of _____, 2025, personally appeared **Monroe Nichols IV**, 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 one: Closure Encroachment

Choose one: Right-of-Way Easement Air Space

County Assessor Parcel Number: 18875-92-01-03530 Zoning: CBD

Property Location: 305 South Kenosha Ave

Legal Description:

Subdivision: Hodge Addn Plat No.: _____

Lot: 10 & 11 Block: 12

Section: 19N Township: 12E Range: 1

If unplatted, attach legal description.

Applicant Name: Franklin W Fellers

Applicant Company: _____

Applicant D.B.A.: _____

Address: 305 S. Kenosha Ave City: Tulsa State: OK Zip: 74120

Phone: 918 688 9210 Email: _____

Secondary Point of Contact: Melania Fellers

Phone: 918 237 9431 Email: melania1017@gmail.com

Property Owner(s) of Record: Franklin W. Fellers Revocable Trust

Address: 305 S. Kenosha City: Tulsa State: _____ Zip: 74120

Phone: 918 688 9210 Email: _____

Signatures:

Applicant:  Date: _____

Property Owner(s): _____ Date: _____

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).

Type required explanation here.

adding landscape rocks between
sidewalk and curb



EXHIBIT "A"
Page 3 of 5

SWC of Property looking North



EXHIBIT "A"
Page 4 of 5

Rocks to be placed in ROW

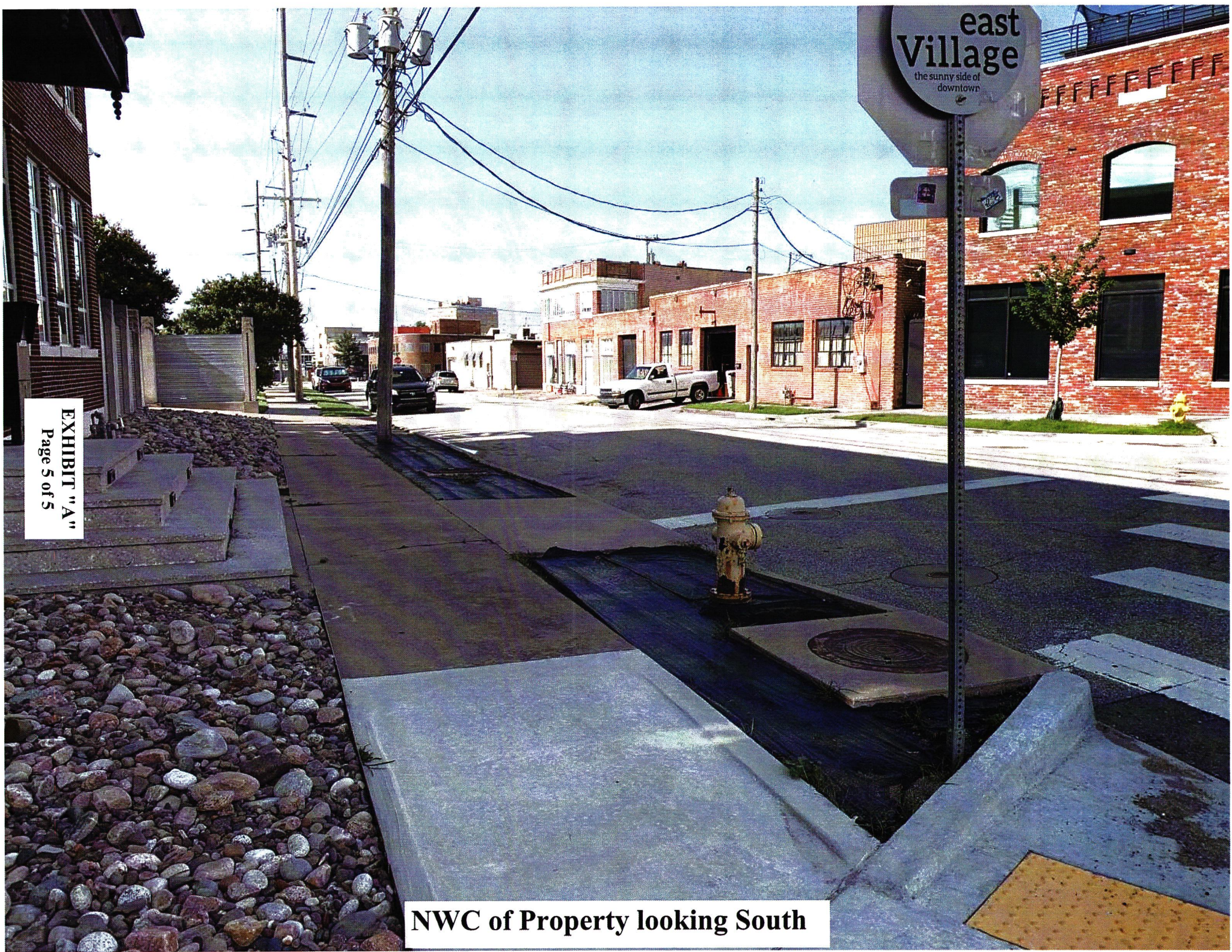


EXHIBIT "A"
Page 5 of 5

NWC of Property looking South