

Real Property

Version 1.3 released on 8/3/21

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



CITY COUNCIL USE ONLY

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

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

☐ Scanned
☐ Posted

CITY CLERK USE ONLY

Date: 05.04.2022
Item #: 2205.00864

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 MLL
Michelle L. Lester 1/3/2024

Email
mlester@cityoftulsa.org

Phone
596-7266

Real Property Record Type
License Agreement or Revocation

Name
Enclave at Brookside Apartments, LLC

Subject (Description)
monument sign

Bid/Project Number
5-4-21-67

Project Title

Council District
9

Section
19

Township
19

Range
13

Parcel

Lot
1

Block
1

Addition
THE ENCLAVE AT BROOKSIDE

Address
1418 E 39th St

Additional Information/Tracking Number
13190-93-19-20270

Budget

Funding Source(s)

TOTAL:

Approvals

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

(M. SWINEY)

Date: 01.06.22
Date: 4-26-XXII
Date: MAY 04 2022
Date: _____

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and Enclave at Brookside Apartments, LLC for a monument sign. 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/kit 1/5/22

Summation of the Requested Action

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

Other Pertinent Details

Location: 1418 E 39th St S, Tulsa 74105; S19-T19-R13; 5-4-21-67

Processing Information for City Clerk's Office

Post Execution Processing

- ☐ Mail vendor copy (addtl signature copies attached)
- ☒ **Must be filed with other governmental entity**
- ☐ Addtl 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 **ENCLAVE AT BROOKSIDE APARTMENTS, LLC**, a Delaware limited liability company (hereinafter referred to as "Licensee"),

WITNESSETH:

WHEREAS, City owns certain real property, adjacent to:

Lot One (1), Block One (1), THE ENCLAVE AT BROOKSIDE, a Subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat No. 6280, more particularly described in Exhibit "A";

and

WHEREAS, Licensee has applied for a license to install, use and maintain certain improvements, to-wit: **A Monument Sign** in and upon the said real property;

WHEREAS, City is agreeable to the issuance of said license, subject to the covenants and conditions set forth below;

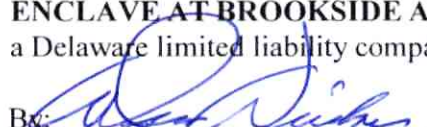
NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN CITY AND LICENSEE AS FOLLOWS:

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 said 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 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.
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, sign permitting 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.
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.

ENCLAVE AT BROOKSIDE APARTMENTS, LLC,
a Delaware limited liability company

By: 
Name: W. Dean Weidner
Title: Manager

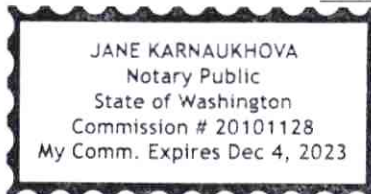
STATE OF Washington)
) ss:
COUNTY OF King)

Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day of April, 2022, personally appeared W. Dean Weidner, to me known to be the identical person who subscribed the name of **ENCLAVE AT BROOKSIDE APARTMENTS, LLC**, a Delaware 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 **ENCLAVE AT BROOKSIDE APARTMENTS, LLC**, a Delaware limited liability company, for the uses and purposes therein set forth.

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

My Commission Expires:

12/04/2023



Jane Karnaukhova

Notary Public

(The remainder of this page is intentionally left blank)

APPROVED:

APPROVED:

APPROVED:

Assistant City Attorney

SENIOR

APPROVED:

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 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 _____, 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 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: XX

CHOOSE (1) RIGHT-OF-WAY: _____ EASEMENT: XX AIR SPACE: _____

County Assessor Parcel Number: 13190-93-19-20270 Zoning: RM1

Property Location: 1418 E 39TH ST

Legal Description: Subdivision: THE ENCLAVE AT BROOKSID Plat No.: _____

Lot: 1 Block: 1

Section: 19 Township: 19 Range: 13

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: LORI WORTHINGTON

Applicant Company: A-MAX SIGNS CO., INC.

Applicant D.B.A.: _____

Address: 9520 E 55 PLACE

City: TULSA State: OK Zip: 74145

Phone: 918-622-0651 Email: LORI@AMAXSIGN.COM

Secondary Point of Contact: BOB DAIL

Phone: 918-622-0651 Email: BDAIL@AMAXSIGN.COM

Property Owner(s) of Record: ENCLAVE AT BROOKSIDE APARTMENTS LLC

Address: 9757 NE JUANITA DR STE 300

City: KIRKLAND State: WA Zip: 98034

Phone: _____ Email: _____

Signatures

Applicant: _____ Date: _____

Property Owner(s): [Signature] Date: 8/23/21

Date: _____

EXHIBIT "A"

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).

THE EASEMENT IS ALL THE WAY UP TO THE BUILDING, THEREFORE NOT ALLOWING ENOUGH SPACE FOR A GROUND SIGN.

SCALE: As Shown
DATE: 06-17-21
FILE: Monument
SALES REP: Bob Dall
DRAWN BY: Jonathan Buck
PROJECT: The Enclave
LOCATION: Tulsa, OK
ADDRESS: 1414 E 39th St
CUSTOMER APPROVAL SIGNATURE & DATE:

Signs will be built to meet all specifications as required.

All signs and lighting must comply with Article 600 of the U.L.C. standards, including proper grounding and bonding.

REVISIONS:

1.	
2.	
3.	
4.	
5.	

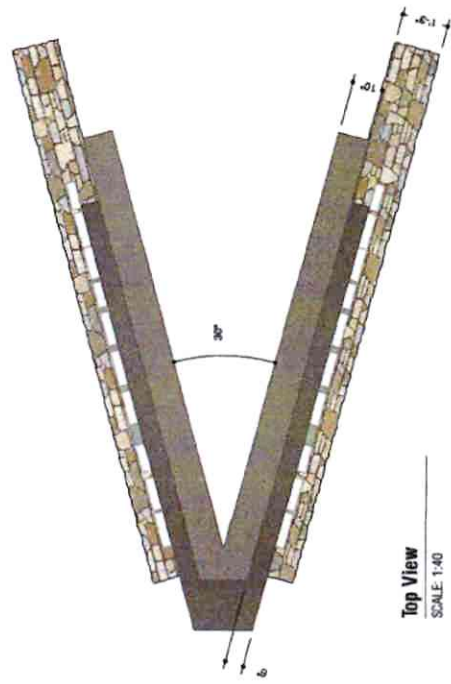
These drawings are the property of A-Max Signs Company, and should not be copied, reproduced, or displayed in any manner other than for the purchase of the actual sign(s) or installation of said sign(s) and/or graphics.

© A-Max Signs Company (2021)

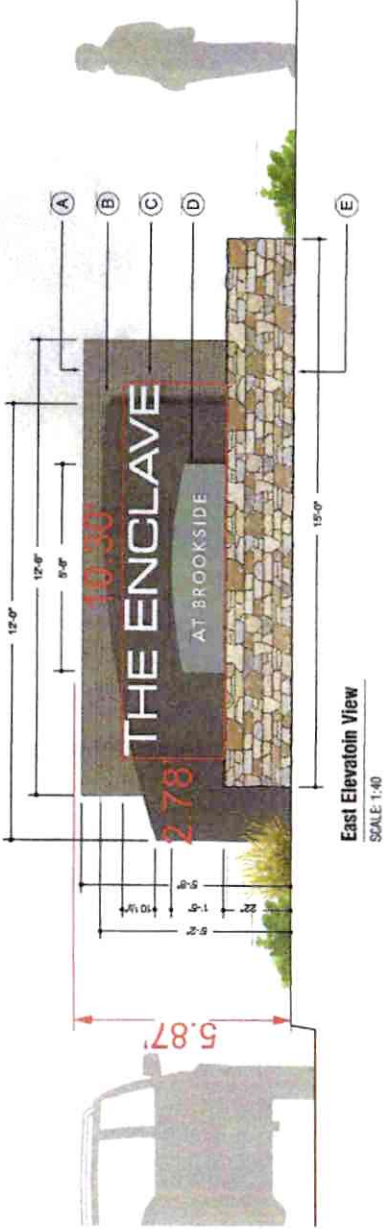
2.75' X 10.30' = 28.32 SQFT

1.0 D/F Monument
SCALE: 1/40

- (A) 10" FABRICATED METAL CENTERACCENT, HORIZONTAL V-GROOVE SCORED PATTERN, PAINT TO MATCH BUILDING TRIM COLOR.
- (B) 6" DEEP FABRICATED METAL OUTER CABINET, PAINTED METALLIC FINISH TO MATCH BUILDING TRIM COLOR.
- (C) 3" DEEP CHANNEL LETTERS, P/W WHITE TRIMCAPS AND RETURNS, INTERNAL WHITE LED ILLUMINATION.
- (D) (3) 1" THICK LAYERS OF CLEAR ACRYLIC, SANDED FOR FROSTED FINISH, SECOND SURFACE PAINTED TO MATCH BUILDING COLOR, 1/2" THICK ACRYLIC LETTERS, PAINTED WHITE, SATIN FINISH.
- (E) FAUX STONE BASE TO MATCH EXISTING BUILDING STONE.



Top View
SCALE: 1/40



East Elevation View
SCALE: 1/40

1418 E 39th Street

License Agreement

Legend

EXHIBIT "A"
Page 5 of 5

Google Earth

© 2021 Google

9.08 ft

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