

Real Property

Version 1.4 released on 4/8/22

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



EN 0119012

CITY COUNCIL USE ONLY

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

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

CITY CLERK USE ONLY

☐ Scanned Date: 05.11.2022
☐ Posted Item #: 2205.00925

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Board Approval

Department: Engineering Services
Contact Name: Michelle L. Lester

Other Board Name

Email: mlester@cityoftulsa.org

City Council Approval

☒ Yes ☐ No

Phone: 596-7266

Real Property Record Type
License Agreement or Revocation

Name
The Thiessen Family Trust, Dated June 12, 2012, As Amended

Subject (Description)
gravel road over flowline

Bid/Project Number	Project Title	Council District
5-4-22-06		
Section	Township	Range
10	20	15
Lot	Block	Addition
17	1	NEWPORT ESTATES
Address	Additional Information/Tracking Number	
7500 E 542 Rd, Claremore, OK 74019	Rogers County	

Budget

Funding Source(s)

TOTAL:

Approvals

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

Date: 04.22.22
Date: 5/3/2022
Date: _____
Date: _____
Date: _____

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and The Thiessen Family Trust, Dated June 12, 2012, As Amended, for a gravel road.

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.

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

MSL/kir

4/21/22

Summation of the Requested Action

Approve agreement

Other Pertinent Details

Location: 7500 E 542 Rd, Claremore, 74019; S10-T20N-R15E; Rogers County; 5-4-22-06

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 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 **THE THIESSEN FAMILY TRUST, DATED JUNE 12, 2012, AS AMENDED**, (hereinafter referred to as "Licensees"),

WITNESSETH:

WHEREAS, City owns certain property, located adjacent to the following described property owned by Licensees in the **County of Rogers, State of Oklahoma**:

Tract No. 17 in NEWPORT ESTATES, a subdivision of the NW/4 of the NE/4, Section Ten (10), Township Twenty (20) North, Range Fifteen (15) East, less and except that certain land owned by the City of Tulsa for water lines, more particularly described in Exhibit "A";

and

WHEREAS, Licensees have applied for a license to install, use and maintain certain improvements, to-wit:

A gravel road

in and upon the said 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 LICENSEES AS FOLLOWS:

1. City does hereby grant this license to Licensees to construct and maintain the said improvements, in substantial conformity with attached Exhibit "A", in and upon City's said 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 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 property. Should removal, construction and/or excavation become necessary in City's opinion, Licensees agree to hold City harmless for any

loss or damage to Licensees' improvement(s); City shall not be responsible to replace any of Licensees' improvement(s).

3. The said improvements shall at all times be and remain the property of Licensees. It is specifically agreed that Licensees installs and maintains said improvements at Licensees' own expense, and at Licensees' own risk. During the term of this agreement, Licensees' shall maintain the said improvements in a functional, safe and attractive condition.

4. Licensees' shall indemnify and hold City 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 out of Licensees' use or maintenance of said improvements, including any interference or damage to any third person or property.

5. Upon termination of this license as herein provided, Licensees shall, if City so desires, and after receiving prior written demand from City, remove said improvements and restore the said 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.

6. Nothing herein shall release Licensees or their contractors from their duty to obtain necessary permits and comply with all 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 Licensees' successors in title, and shall run with the land.

8. Licensees shall provide notice to the City's Raw Water Supply staff at least forty-eight (48) hours in advance of Licensees' commencing construction or other work on the improvements.

9. Licensee shall not utilize the improvements for any type of heavy domestic or commercial type of vehicle and/or equipment.

10. This license is not assignable or transferable by Licensees 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.

THE THIESSEN FAMILY TRUST,
DATED JUNE 12, 2012, AS AMENDED

By: Elaine C. Blair
Name: Elaine C. Blair
Trustee

STATE OF OKLAHOMA)
) ss:
COUNTY OF Rogers)

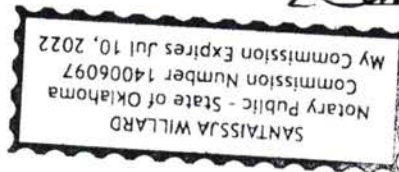
This instrument was acknowledged before me on April 15, 22, 2022,
by Elaine Blair, as Trustee of THE THIESSEN FAMILY TRUST, DATED
JUNE 12, 2012, AS AMENDED.

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


Santayia Willard
Notary Public

My Commission Expires:

7-10-22




APPROVED:



Assistant City Attorney

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: _____

BY: _____
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: X

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

County Assessor Parcel Number: 660010385 Zoning: Residential

Property Location: 7500 E 542rd, Claremore, OK, 74019

Legal Description: Subdivision: Newport Estates Plat No.: _____

Lot: 17 Block: 1

Section: 10 Township: 20N Range: 15E

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Elaine Blair

Applicant Company: The Thiessen Family Trust w/a dtd 6/12/2012

Applicant D.B.A.: _____

Address: 8150 S. Misty Morning Pl

City: Claremore State: OK Zip: 74019

Phone: 918-269-9493 Email: ecblair@aol.com

Secondary Point of Contact: John Blair

Phone: 918-809-3455 Email: jibiv@aol.com

Property Owner(s) of Record: Elaine Blair

The Thiessen Family Trust w/a dtd 6/12/2012

Address: 8150 S. Misty Morning Pl

City: Claremore State: OK Zip: 74019

Phone: 918-269-9493 Email: ecblair@aol.com

Signatures

Applicant: Elaine C. Blair Date: 2/5/2022

Property Owner(s): Elaine C. Blair - Trustee Date: 2/5/2022

Date: _____

Date: _____



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

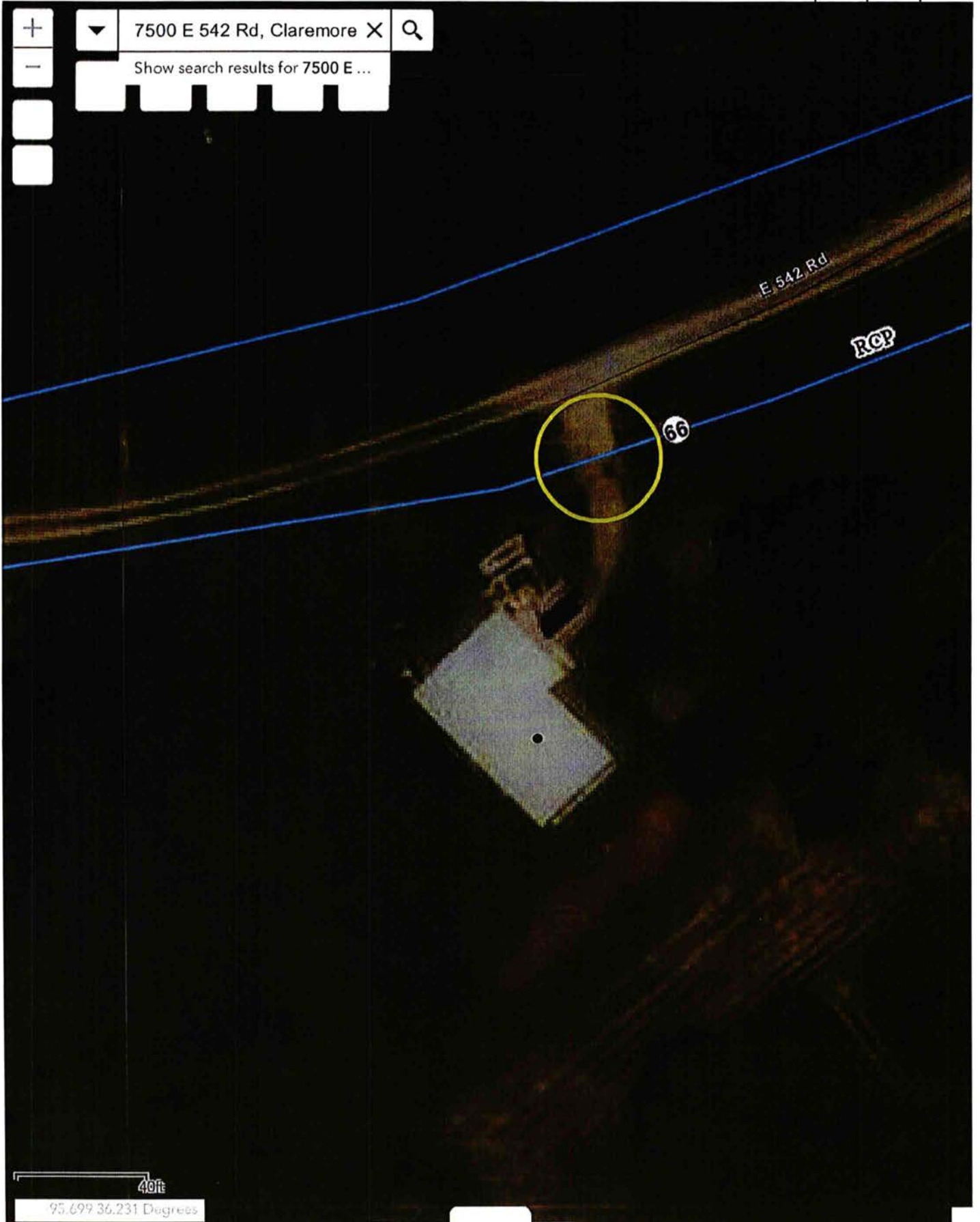
Explanation of necessity for closing right-of-way or easement or for encroaching into the right-of-way or easement.

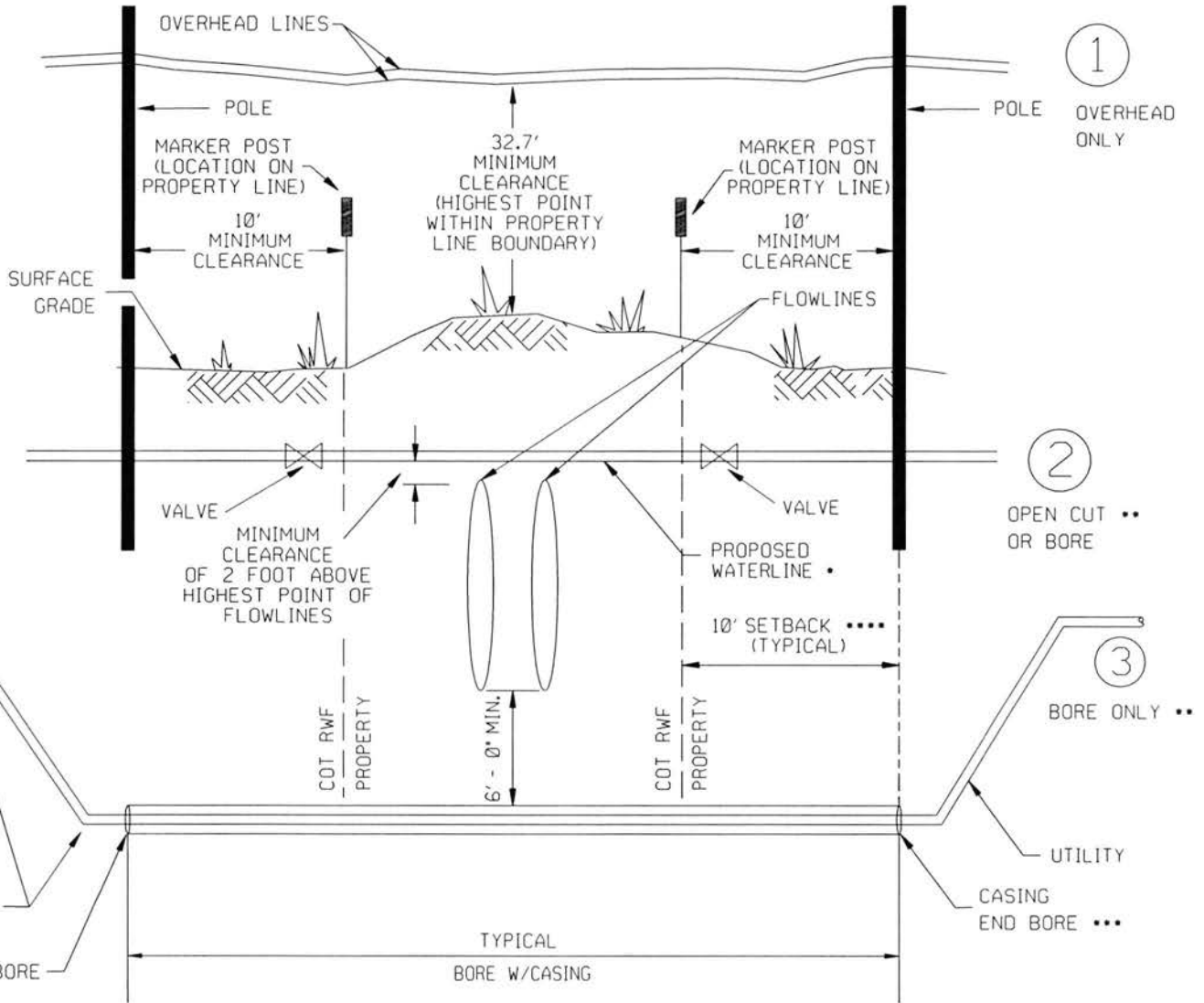
REQUIRED - Legal Description with a Plat of Survey for all closings. For Encroachments a digital sketch delineating the described request, showing all data pertinent to the property (refer to application instructions).

I am applying for a right-of-way agreement with the City of Tulsa, to use the gravel road that goes through City of Tulsa's property, described as "THAT PT OF TRACT 14 LYING S OF CITY OF TULSA ROW F ON WATER LINE BLOCK 1 NEWPORT ESTATES".

I own lot 17 in Newport Estates, described as LOT 17 BLOCK 1 NEWPORT ESTATES.

there is already an existing gravel road that goes through from Newport rd, along the north portion of City of Tulsa's property, to lot 17. This gravel road has been in place since 1964 when the home was built. Without a right-of-way to use the gravel road, lot 17 has no legal access to Newport Rd. Attached to this application is a survey showing the gravel road that goes from Newport Rd, described as 40' platted road, to lot 17. Also attached to this application is a right-a-way agreement that was granted for lot 15 in Newport Estates, for the same reason of needing a roadway to legally access lot 15.





- CROSSING ABOVE THE RAW WATER FLOWLINES (RWF) IS FOR POTABLE WATERLINE ONLY
- PUSHING/RECIIEVING PITS MUST BE A MINIMUM OF 10' FROM PROPERTY LINE
- CASING AS REQUIRED BY CITY OF TULSA. VENT PIPE AS REQUIRED
- OVERHEAD POLE OR GUYWIRE MUST BE A MINIMUM OF 10' FROM PROPERTY LINE

OPTIONS

- ☐ ① OVERHEAD ONLY
- ☐ ② OPEN CUT OR BORE
- ☐ ③ BORE ONLY

N.T.S.

TYPICAL UTILITY CROSSING OF RAW WATER FLOWLINES (RWF)	
CITY OF TULSA, OKLAHOMA ENGINEERING SERVICES DEPARTMENT	
DRAWN BY: R.M.O. DATE: JANUARY 2020	APPROVED
FILE NO.	

