

Real Property

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EN0119043



CITY COUNCIL USE ONLY

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

Tracking #: _____

Committee: _____

Hearing Date: _____

2nd Agenda Date: _____

CITY CLERK USE ONLY

☐ Scanned

Date: 05.25.2022

☐ Posted

Item #: 2205.01081

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
mlester@cityoftulsa.org

Phone
596-7266

Real Property Record Type
License Agreement or Revocation

Name
Five Acre Woods Owners Association, Inc

Subject (Description)
landscaping

Bid/Project Number
5-4-21-74

Project Title

Council District
8

Section
21

Township
18

Range
13

Parcel

Lot
A

Block

Addition
FIVE ACRE WOODS

Address
99th St & Yale Ave

Additional Information/Tracking Number
70613-83-21-64385

Budget

Funding Source(s)

TOTAL:

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

Date: 05.11.22

Date: 05/20/2022

Date: _____

Date: MAY 25 2022

Date: _____

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and Five Acre Woods Owners Association, Inc for landscaping. 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 5/5/22

Summation of the Requested Action

Approve agreement

Other Pertinent Details

Location: 99th St & Yale Ave, Tulsa; S21-T18-R13; 5-4-21-74

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 **FIVE ACRE WOODS OWNERS ASSOCIATION, INC.**, an Oklahoma Not for Profit Corporation (hereinafter referred to as "Licensee"),

WITNESSETH:

WHEREAS, City owns certain real property, adjacent to:

Reserve "A", FIVE ACRE WOODS, a Subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat No. 5025

WHEREAS, Licensee has applied for a license to install, use and maintain certain improvements, to-wit: **landscaping** 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 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 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
10. The Licensee agrees to restrict the height of the landscaping to maintain clear sight triangles for on coming and exiting traffic.

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

**FIVE ACRE WOODS OWNERS ASSOCIATION,
INC,**

an Oklahoma Not for Profit Corporation

By: *Susan L. Gross*
Name: SUSAN L. GROSS
Title: President / ~~Vice President~~

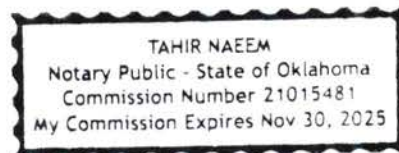
STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)


Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day of April, 2022, personally appeared Susan L. Gross, to me known to be the identical person who subscribed the name of **FIVE ACRE WOODS OWNERS ASSOCIATION, INC**, an Oklahoma Not for Profit Corporation, to the foregoing as its President / ~~Vice-President~~, and acknowledged to me that he she executed the same as his her free and voluntary act and deed and as the free and voluntary act and deed of **FIVE ACRE WOODS OWNERS ASSOCIATION, INC**, an Oklahoma Not for Profit Corporation, for the uses and purposes therein set forth.

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

Tahir Naeem
Notary Public

My Commission Expires: 11/30/2025




Assistant City Attorney


City Engineer

Date: _____

Lori Decter Wright, Chair

[illegible]

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:** X

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

County Assessor Parcel Number: _____ Zoning: _____

Property Location: 99th ST and Yale Avenue, Tulsa, OK 74137

Legal Description: Subdivision: Five Acre Woods Plat No.: 5025

Lot: Part of Lot 12 and Lot 16 Block: Block 1, Brighton Oaks Addition

Section: SE/4 Section 21 Township: _____ Range: _____

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: Five Acre Woods Homeowners Association

Applicant Company: _____

Applicant D.B.A.: _____

Address: C/O Collins & Associates, Inc, 5630 S. Memorial Dr, Tulsa, OK 74145

City: Tulsa State: OK Zip: _____

Phone: 918-518-6040 (Susan Gross) Email: SMLGROSS@gmail.com

Secondary Point of Contact: Susan Gross, President Five Acre Woods HOA

Phone: 918-518-6040/918-607-6771 cell Email: SMLGROSS@gmail.com

Property Owner(s) of Record: Carol & Jay Sallinger (Lot 5), William & Patricia Hastings (Lot 4),
Kevin & Jill Marshall (Lot 3), Jerry Marshall (Lot 2), and Kevin & Susan Gross (Lot 1)

Address: 4821, 4822, 4814, 4808, and 4815 E 99th St, respectively

City: Tulsa State: OK Zip: 74137

Phone: 918-518-6040/918-607-6771 cell Email: SMLGROSS@gmail.com

Signatures

Applicant: Five Acre Woods HOA Susan Gross Date: 11-7-21
HOA President

Property Owner(s): Jay Sallinger Date: 11-7-21

Patricia S. Hastings
Kevin Marshall

Date: 11-7-21

Date: 11-7-21

EXHIBIT "A"



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 following is a revision to our application dated 11/8/21 and 1/18/22.

I have attached a letter explaining the need to revise our application to remove the planting of Scarlett's Peak Yaupons along Yale.

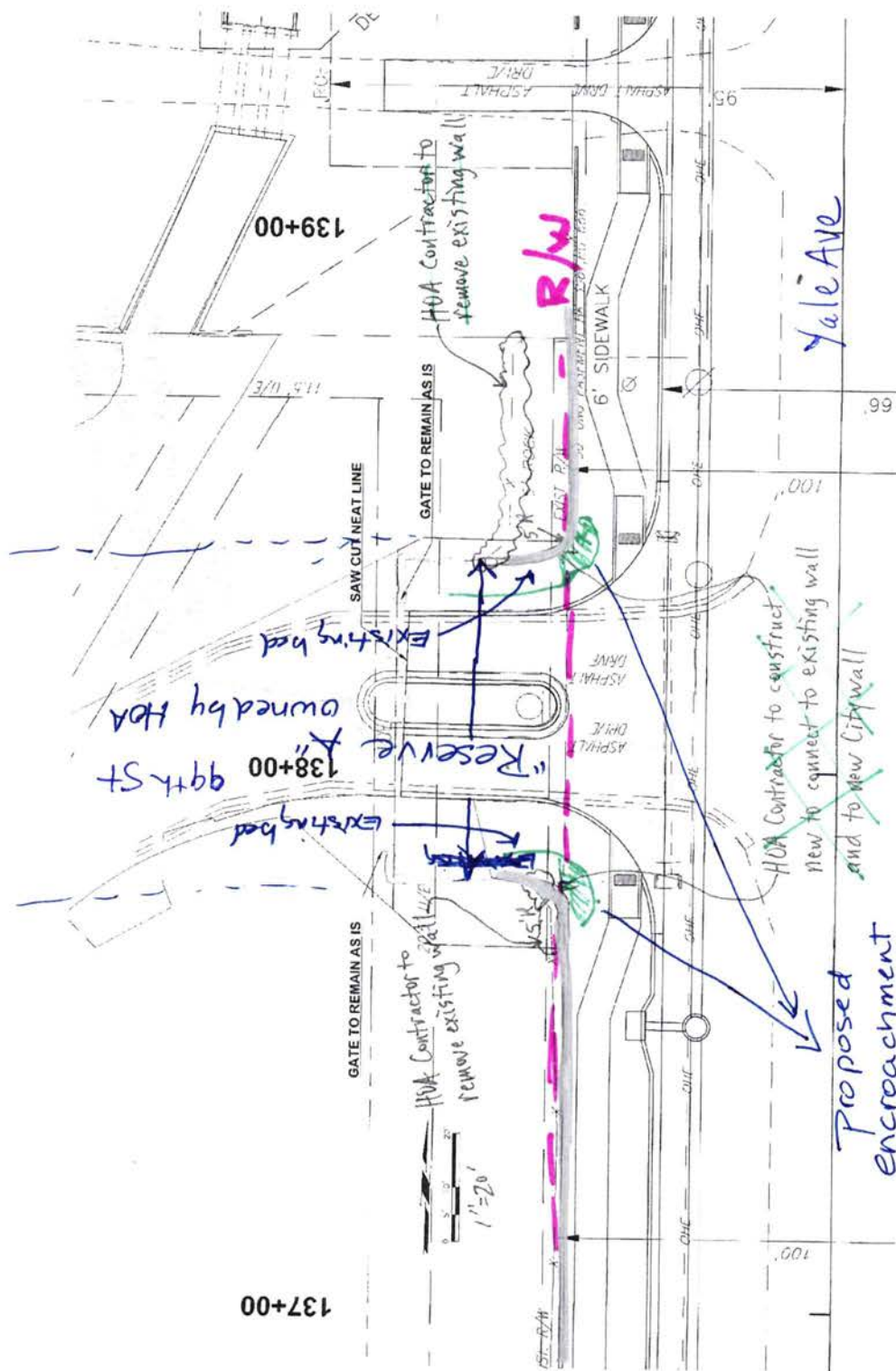
I have also attached the original proposal that referred to the reinstatement of flower beds at the entrance to the Five Acre Woods subdivision located at 99th and Yale Ave which requested the following:

We are requesting permission to plant flower beds at our entrance on the north and south sides of 99th ST as we had before the construction. The flower beds are on HOA property only and encroach with the city of Tulsa about 18 inches from the ROW.

The flower beds will be changed seasonally as before the construction and watered and maintained by the HOA.

As stated in the revised proposal from January in response to concern from Traffic engineering, The proposal for flower beds remains the same with the understanding from the feedback that all flower bed landscaping will remain below the sight triangle elevation (36 inches) for drivers.

Please see the revised schematic for your review.



Five Acre Woods Exhibit

3/10/2020