

Real Property

Version 1.4 released on 4/8/22

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

EN0119040



CITY COUNCIL USE ONLY

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

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

CITY CLERK USE ONLY

Scanned
 Posted

Date: 05.25.2022
Item #: 205.01082

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

MJJ
5/4/2022

Email
ml Lester@cityoftulsa.org

Phone
596-7266

Real Property Record Type
License Agreement or Revocation

Name
Southwestern Bell Telephone Company dba AT&T Oklahoma

Subject (Description)
fiber communication line

Bid/Project Number
5-4-22-16

Project Title _____

Council District _____

Section
12

Township
21

Range
19

Parcel _____

Lot _____

Block _____

Addition _____

Address
4360 NE 1st St, Pryor, OK

Additional Information/Tracking Number
Mayes County

Budget

Funding Source(s) _____

TOTAL:

Approvals

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

Date: 5/9/22
Date: 05/20/22
Date: _____
Date: MAY 25 2022
Date: _____

Policy Statement

Background information

Submitted is a License Agreement between the City of Tulsa and Southwestern Bell Telephone Company d/b/a AT&T Oklahoma for a fiber communication line.

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: 4360 NE 1st St, Pryor, OK 74361; S12-T21N-R19E; Mayes County; 5-4-22-16

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 **SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T OKLAHOMA**, a Delaware corporation, (hereinafter referred to as "Licensees"),

WITNESSETH:

WHEREAS, City owns certain property in **Mayes County, Oklahoma:**

A strip in the Southeast Quarter (SE4) of Southwest Quarter (SW4) of Section Twelve (12), Township Twenty-one (21) North, Range Nineteen (19) East, beginning at a point 550 feet North of Quarter corner between Section Twelve (12) and Thirteen (13); South 28 degrees 21 minutes West a distance of 635 feet; West 220 feet; North 28 degrees 21 minutes East, a distance of 755 feet; East 170 feet; South 110 feet to a point of beginning,

And

All that part of the E/2 SE/4 SW/4 of Sec. 12, T. 21 N., R.19 E., I.M., particularly described as follows, to-wit: A strip of land 75 feet in width adjacent to the present right-of-way of the existing City of Tulsa conduit line, the width of said strip being at right angles 50 feet north and 25 feet south of the following described line: Beginning at a point in the east boundary of said E/2 SE/4 SW/4 452.7 feet north of the south ¼ corner of said Sec. 12, thence in a southwesterly direction a distance of 514.4 feet, to a point in the south boundary of said E/2 SE/4 SW/4 244.6 feet west of the said ¼ corner, more particularly described in Exhibit "A";

and

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

Fiber communication line at a height of 33' above ground level

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:

5-4-22-16

Page 1 of 5

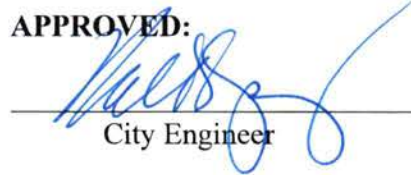
1. City does hereby grant this license to Licensees to construct and maintain the said improvements, in substantial conformity with attached Exhibit "A", in and upon City's said property, provided that such use does not unreasonably interfere with public use of the said property.
2. This license is unconditionally 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. This license is not assignable or transferable by Licensees without the prior written consent of City.

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: _____ EASEMENT: _____ AIR SPACE: X

County Assessor Parcel Number: _____ Zoning: _____

Property Location: 36.3072224, -95.2307485

Legal Description: Subdivision: _____ Plat No.: _____

Lot: _____ Block: _____

Section: _____ Township: _____ Range: _____

IF UNPLATTED ATTACH LEGAL DESCRIPTION.

Applicant Name: BRAD WILLIAMS

Applicant Company: SOUTHWESTERN BELL TELEPHONE COMPANY

Applicant D.B.A.: AT&T

Address: 105 W CENTRAL AVE.

City: MIAMI State: OK Zip: 74354

Phone: 918-541-4021 Email: bw8697@att.com

Secondary Point of Contact: Jeremy Pendelton

Phone: 918-284-6348 Email: jp2313@att.com

Property Owner(s) of Record: PUBLIC ROAD RIGHT OF WAY

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signatures

Applicant: BRAD WILLIAMS Date: 03/11/2022

Property Owner(s): _____ Date: _____

_____ Date: _____

_____ Date: _____

LOCATION MAP
PRYOR, OK 74361, UNITED STATES

License Agreement



36.3072224, -95.2307485

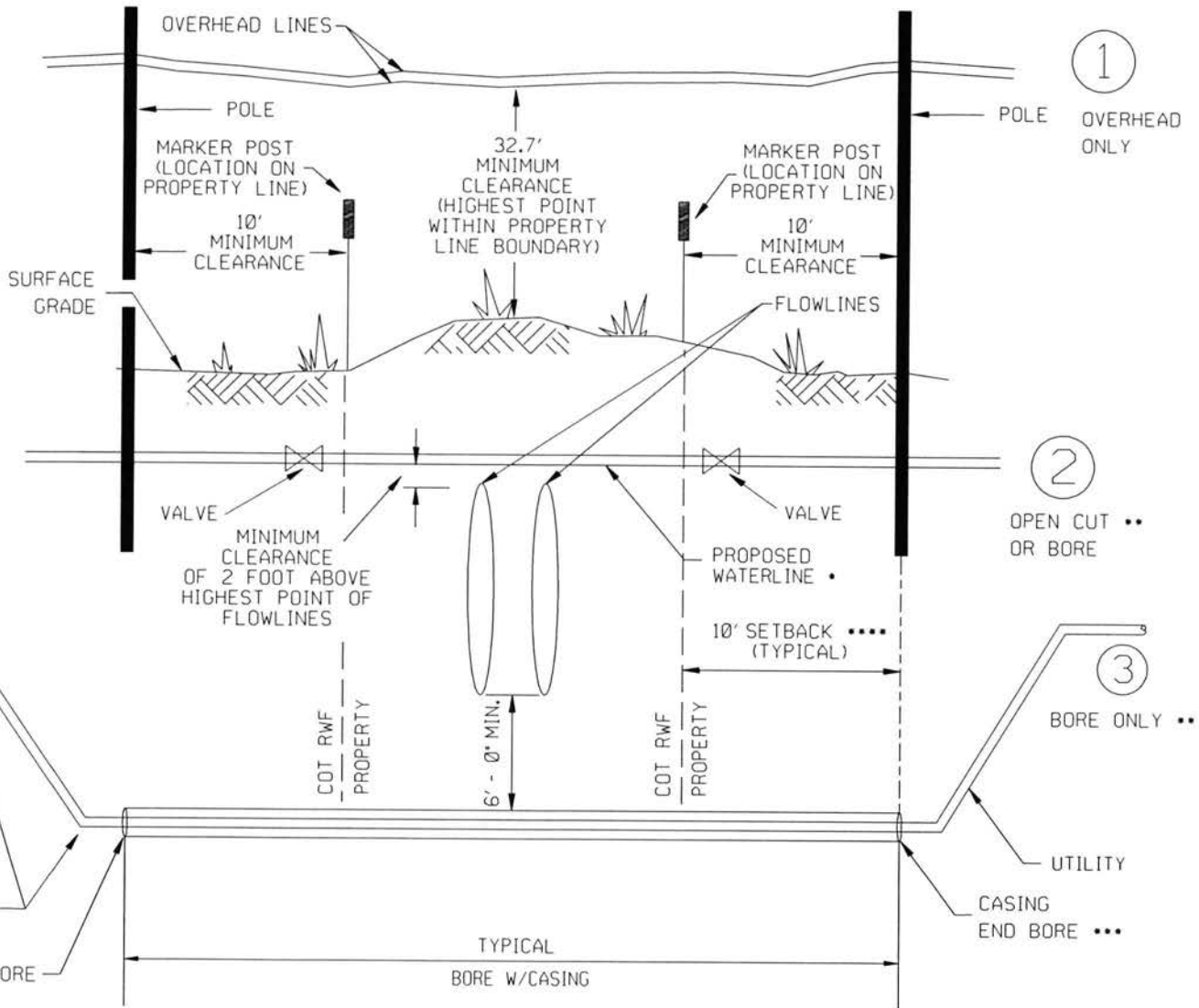
Xcaliber
International LTD.

Elite Fabricators, LLC

E Graham Ave

20

Big Electric



- CROSSING ABOVE THE RAW WATER FLOWLINES (RWF) IS FOR POTABLE WATERLINE ONLY
- PUSHING/RECEIVING 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

N.T.S.

OPTIONS	
<input type="checkbox"/>	① OVERHEAD ONLY
<input type="checkbox"/>	② OPEN CUT OR BORE
<input type="checkbox"/>	③ BORE ONLY

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.	