

# Request for Proposal

## 24-925

**Professional Services for: COMMERCIAL DEVELOPMENT AT 815 S. RIVERSIDE DRIVE.**

**Department: Mayor's Office**

**NIGP Commodity Code(s):** 906-10, 906-57, 909-22, 909-24, 918-26, 918-27, 925-61, 952-96, 961-10, 961-28, 961-44, 961-56

### RFP Schedule

EVENT	DATE
RFP Issue Date	04/29/2024
Pre-Proposal Virtual Conference <b>MANDATORY during at least one Pre-Proposal Conference</b>	05/16/2024 10:00 AM CDT 05/20/2024 3:00 PM CDT
Deadline for Questions <i>Submit to assigned buyer via email.</i>	07/08/2024 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	07/24/2024

If You have any questions or need additional information, contact the Assigned Buyer:

**Donny Tiemann, Project Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)**

*All questions should be emailed with RFP 24-925 number in the subject line.*

#### Submit proposals (sealed) to:

Office of the City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103



CITY OF  
**Tulsa**  
A New Kind of Energy™

**I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City is soliciting proposals to secure qualified developers or developer teams (“Developer”) for the development of a Route 66-themed commercial Project (“Project”) on an approximately 2.7-acre site (“Project Site”) located at the nexus of the Downtown Central Business District (“CBD”), Historic Route 66, and the Arkansas River.

Located at 815 S. Riverside Drive, the Development is one piece of a comprehensive reimagining of the Project Site that also includes a large piece of public art, a site specific Route 66 augmented reality installation, and new landscaping connecting the hillside to the waterfront and Cyrus Avery Plaza. To realize this vision, two additional RFPs will seek proposals for the Project Site for art and outdoor museum components.

Public incentives are available to complete the Project, including up to \$4.5M in public funds and a negotiated long-term land lease. In addition to \$4.5M available for commercial development, the City is investing up to \$2.9M on this site, including the 2 RFPs described above. Other potential investments include recreational waterfront activation, up to 30 on street parking spaces, security, and/or graffiti removal in the area surrounding the site.

An additional \$5M is dedicated to amenities around the Arkansas River, which will open to the public as Zink Lake Labor Day 2024, including additional parking, boat launches, boat rental, restrooms, public art, a new pedestrian bridge, a restaurant, and whitewater flume.

The successful proposal will demonstrate the capacity to execute an economically viable and sustainable commercial development integrated with an active lakefront and downtown skyline views. The resulting Project will be part of a vibrant destination with programmable outdoor space for both Tulsa residents and tourists.

We enthusiastically look forward to receiving your proposal.

**II. BACKGROUND:**

Located near downtown, at the convergence of Route 66 and the Arkansas River, Tulsa’s pride as the Capital of Route 66 is apparent at this Project Site. The city’s Mother Road homage is enshrined in the adjacent Cyrus Avery Plaza, dedicated in 2008 to portray how Route 66 galvanized growth in Tulsa and complemented the city’s ascendancy as the Oil Capital of the World. Altogether; this area features over \$4M dollars in capital investments, including the plaza, a pedestrian bridge with a neon Route 66 sign, flags for each state the road traverses, and a large bronze statue of a Model T car crossing paths with a horse-drawn buggy. Created by noted Western artist Robert Summers, this sculpture depicts Cyrus Avery’s family at a juncture of new and old, showing how evolving travel modes would expand economic and personal mobility alike. This plaza is a frequently visited attraction for Route 66 enthusiasts, in tandem with a nearby neon sign park featuring replica mid-century signage from former Tulsa auto motels.

Today, the site is also the centerpiece of an internationally recognized bike race, Tulsa Tough. Every June, professional cyclists summit the legendarily steep Cry Baby Hill, engulfed by crowds of enthusiastic spectators, often in triple-digit heat. Beloved by locals, the race is also widely-considered a favorite among competitive cyclists due to Tulsa's embrace of this event.



*Cycling celebration at Cry Baby Hill*

In September 2024, the section of the Arkansas River next to this site will open to the public as a recreational lake. Known as Zink Lake, this body of water will be a marquee attraction – even featuring a 1,000-foot whitewater flume for skilled kayakers. Zink Lake is part of Tulsa's River Parks system and will be integrated with 26 miles of recreational trails, a new pedestrian bridge designed by Michael Van Valkenburgh Associates, and The Gathering Place, a 66.5-acre public park voted USA Today's Best City Park in 2021. Accessible via this trail system, The Gathering Place is located only 2 miles south of Cyrus Avery Plaza. River Parks also hosts many of Tulsa's most notable events, including Tulsa Tough, the Route 66 Marathon, the Tulsa Run, Oktoberfest, and an annual 4th of July fireworks celebration.

Tulsa has experienced robust private and public investment in its CBD and adjoining Arkansas River Corridor; the Project Site is ideally situated between the two. Since 2009, nearly \$1.56B in private and public investments have revitalized Downtown and the Arkansas River Corridor with a vibrant mix of entertainment, art, food, loft dwellings and recreation. Thirty-nine new businesses opened in Downtown between 2019 and 2022.

Nearby downtown attractions include the 18,000 seat BOK Arena designed by internationally known architect Cesar Pelli, ONEOK Stadium which hosts a Double A-Central affiliate of the Los Angeles Dodgers, and the commercially vibrant Tulsa Arts, Blue Dome and Art Deco Districts. Downtown hosts 10 art galleries, 8 museums, and 12 live music venues. The abutting OSU Hospital and Veteran's Services Complex, currently under development, will bring thousands of employees and visitors to the Project area.

The approximately 2.7-acre Site is bounded by Southwest Boulevard (historic Route 66), W. 12<sup>th</sup> Street, Lawton Avenue (also known as Cry Baby Hill) and Riverside Drive as shown in Exhibit A. The Site is visible and accessible from Interstate 244 and U.S. Highways 75 and 64. The boundary survey provided as Exhibit B shows land recently acquired by the City from the Oklahoma Department of Transportation (ODOT) as of March 2024. This ODOT property is outlined in pink in Exhibit B and adds approximately 0.66 acres to the 2.04-acre City-owned parcel, for an approximately 2.7-acre site overall. This former ODOT property is not included in the survey's legal description, nor included in Exhibit C's property report, as it was not owned by the City at the time of surveying. No legal description is currently available for the ODOT property under acquisition. Topographical contours for the site are attached as Exhibit D. A quitclaim deed for the property formerly owned by ODOT is included as Exhibit E

The Site is also defined by the following:

- Zoning: Commercial-High (CH), RM-2 (Residential Multi-family 2), RS-3 (Residential Single-Family)
  - *Note: City Council will rezone the property to Commercial-High (CH) at no expense to the developer, and staff will provide dedicated technical assistance to navigate City development standards and land use regulations.*
- Zoning Overlays: Neighborhood Infill Overlay (NIO), River Design Overlay (RDO-3), Route 66 Overlay (RT66)
- Access: Accessible via Riverside Drive (classified as a Commercial/CBD/Industrial Collector in the Major Street and Highway Plan), Southwest Boulevard (Secondary Arterial and Multi-Modal Corridor), and Lawton Avenue. Any construction work may not obstruct the right of way on more than 100 linear feet, cut pavement, or place facilities under pavement of any right of way without first obtaining a right of way construction permit. Any permits issued involving the installation or replacement of facilities shall be reviewed based on the roadway's classification in the Major Street and Highway Plan.
- Easements: Utility easements may be retained in the vacated 13<sup>th</sup> Street right of way per Case No. CJ-2000-4441 as shown in Exhibit B. A full review of title is recommended.

Due to the complexity of land use regulations on this site, City staff will also provide dedicated technical assistance to ensure the selected proposal anticipates and addresses all corresponding development standards, such as any River Design Overlay (RDO) requirements. Route 66 Overlay standards offer incentives for neon signage if pursued but will not create additional development requirements. As stated above, a City Councilor will ask City Council to initiate a rezoning of the property to CH, which accommodates high intensity commercial uses. Should variance to the RDO be required due to compelling hardships on this site, City staff will also work with the selected developer to navigate this process.

Public incentives are available to complete the Project, including up to \$4.5M in public funds and a negotiated long-term land lease. Proposals will consider how to leverage these incentives to maximize the value of this project. Additionally, proposals may choose to utilize only a portion of this incentive amount that corresponds to the scale of the proposed project. Successful proposals will

demonstrate a thoughtful, reasonable use of public funds that ensure the project’s viability and return on investment.

A negotiated long-term land lease would remove the cost of site acquisition and regularly assessed annual ad valorem property taxes from operating expenses. However, the Tulsa County Assessor Building on Leased Land and Business Personal Property Taxes would still apply.

Tulsa also has a contract for robust convention and visitors’ promotions through Visit Tulsa which may provide additional benefits for certain types of commercial developments, including hotels or motels. Consultation with Visit Tulsa is encouraged to explore these opportunities.

**III. TIMELINE:**

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

There will be two information sessions (pre-proposal conferences) held via Microsoft Teams. Participation in one session by a project representative is mandatory. To receive a virtual invitation, please contact the Project Buyer as listed on page 1 of the RFP.

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	04/29/2024
<b>Pre-Proposal Conference Date 1</b>	05/16/2024
<b>Pre-Proposal Conference Date 2</b>	05/20/2024
Deadline for Questions	07/08/2024
<b>PROPOSAL DUE DATE</b>	07/24/2024
Begin proposal evaluations	07/25/2024
Interviews with Developers (anticipated)	Week of 08/12/2024
Approval of Award Recommendation	8/29/2024
Negotiations with apparent successful Developer begin (anticipated)	08/30/2024
Execute contract (anticipated)	Contingent upon negotiation

#### IV. SCOPE OF WORK:

This RFP seeks comprehensive proposals for key services and components necessary for the successful development of all the items in this Scope of Work. The City will utilize an evaluation process described in Section VIII to rank all responding proposals. The City may enter discussions with up to three of the highest scoring Developers.

Four Elements are required for submittal: (1) supporting commercial uses with programmable outdoor space; (2) unique architectural interest; (3) a relationship to the lake; and (4) on-site parking.

1. The Developer shall propose a Development that engages with the national and international allure of Route 66 and attracts tourism. However, the overall destination experience may be unique and distinct from other Route 66 themed developments.
2. The Developer shall propose commercial activity of sufficient square area to meet the goals of destination tourism and include spaces accessible to the public, including but not limited to hotel, restaurant, retail, entertainment, or a combination thereof. Rentable events and outdoor programming spaces are encouraged. Visitors are anticipated to consist of area residents within a 30-, 60-, and 90-minute driving radius, friends of family, downtown entertainment and convention attendees and national and international tourists. Uses that maximize commercial and pedestrian activity to a broad market throughout the day and evening are encouraged.
3. The Developer shall include parking for all Site uses. At an additional market rate, public parking is encouraged. Nonetheless, within the River Design Overlay, parking requirements are reduced by 50%, and proposals are encouraged to explore offsetting parking demand through improved bike and pedestrian access, as well as transportation demand management measures. The City will provide up to 30 on-street parking spaces within public right-of-way to support the development and accommodate Zink Lake users. Currently 99 on-street parking spaces exist between Southwest Boulevard and 41st Street to accommodate recreational trail and lake users, and approximately 90 additional parking spaces will be constructed nearby on the East Bank of Zink Lake near the intersection of Riverside Drive and Denver Avenue.
4. The Developer shall creatively reimagine this site, while referencing the familiar kitsch vernacular of mid-century highway commerce. Distinctive signage echoing this Route 66 aesthetic is encouraged, as is sustainable, energy-efficient design. The Project must comply with the Tulsa Zoning Code's River Design Overlay and also be compatible with views of the skyline. Should a variance be required, the developer will receive support from City staff to navigate that process.

Additional Elements: Developers are encouraged but not required to include any other elements believed to enhance the development as a destination. Developers should provide the rationale for additional development elements such as:

- Hotel or motel. A hotel or motel should attract demand to the downtown market with unique architecture and quality. Replicating similar hotel developments or brand types is not encouraged. Any proposed hotel or motel may not exceed more than 100 rooms (+/- 10% of rooms) and an additional 5,500 square foot for a commercial use.

*Note: Hotels or motels with more than 105 rooms are required to participate in the City's Tourism Improvement District (TID), a 3% assessment used to enhance tourism and provide benefits directly to those hotels. Proposals with fewer than 105 rooms that opt in to the TID will also receive these benefits, as well as favorable consideration in the RFP evaluation process due to this local commitment.*

- Staircase. To increase pedestrian access and engagement with the Roadside Attraction, Project proposals are encouraged to incorporate a sidewalk or signature staircase on the west side of Lawton Avenue.

## **V. DELIVERABLES:**

The relationship of the Developer to the City is that of an independent entity, regardless of eventual financial arrangements selected for actual development. It is recognized that the Developer may be made up of multiple entities; the Developer will be responsible for assembling a team experienced in the development, financing, design, construction, implementation, branding, and operational management of all Project components. Developer shall be responsible for all services provided, whether such services are provided directly by Developer or by the Financing Partner, Architect, Operator, or any other member of its team. The development, design, construction, and operation of the Project will be governed by a separate Development Agreement.

The products, reports, and plans to be delivered to the City will include:

- 1) Transmittal Cover Letter: The transmittal cover letter shall serve as a Certificate of Authority and must be signed by an officer, member, or partner of the Developer with authority to contractually bind the Developer. The letter shall identify the Developer and provide the name, title, address, telephone number and email address of the contact person(s) for the Developer.
- 2) Executive Summary: Developer will provide highlights of the submittal materials, reasons the Developer should be selected and an overview of the proposed project. The Executive Summary should be three pages or less.
- 3) Developer Team Overview: Developers shall provide a statement and organization chart describing the following:
  - Legal name, principal officers, and tasks to be performed by each member of the Development Team, at a minimum, including the Developer, Management entities, Architect, Construction Manager or General Contractor.

- Information on Team members such as qualifications, experience, and other supporting information. A Team member is defined as an entity participating in the Development Team.
  - A description of the type of entity that will develop, own, and operate the improvements (e.g., corporation, LLC, joint venture, etc.).
  - A list of all owners of interest that hold more than 10 percent of ownership in the ownership entity.
  - A selection of similar type projects completed by the Developer.
- 4) Physical Development Proposal & Drawings – Each Scenario: the following items are requested for any scenario of development proposed.
- Pro Forma: A description with business plan pro forma of how the Project will be managed, operated, maintained, and sustained over time. Pro Forma should indicate use of City funds and percentage of overall project budget supported via public incentives. Proposals will be evaluated based on how the project leverages these incentives given the ratio of incentives to other funding sources.
  - Return on Investment: Provide a narrative and schedule on how City funds will be implemented. Anticipated return on investment to the Developer should be clearly stated and any economic impact analysis for the City discussed.
  - Drawings: Developers shall provide a site plan per City of Tulsa Commercial Building Permit Process standards. Project should be urban in scale and character. Include land coverage, open spaces / landscaping, ingress, and egress.

In addition, written information shall be inclusive of the following and consistent with the required Project components:

*Commercial Use*

- A. If mixed-use, a breakdown of the uses by category (restaurant, retail, etc.)
- B. Gross and net leasable square footage estimates
- C. Description of exterior finishes/materials
- D. Description of interior and unit finishes/materials
- E. Number of stories and height
- F. Projected rental rates.

*Parking*

- G. A breakdown of the parking spaces by user type
- H. Projected parking rates by user type
- I. Number of Stories



- J. Description of exterior finishes/materials
- K. Description of any multimodal elements or parking demand management strategies

*Hotel/Motel Use (Optional)*

- L. A breakdown of the occupancy / room types
- M. Gross and net leasable square footage estimates
- N. Description of exterior finishes/materials
- O. Description of interior and unit finishes/materials
- P. Description of parking plan
- Q. Number of stories
- R. Projected room rates
- S. Indication of Tourism Improvement District participation

Additionally, as shown in Exhibit A (Location Map) approximately 1000 square feet of space located west of Lawton Avenue is reserved for public art and will not be available for the development Project. Earlier this year RFP 24-327 was released to solicit proposals for a public art piece. (A copy of this RFQ is available upon request) Envisioned as a placemaking initiative, this piece will function as a roadside attraction in the spirit of kitsch, Route 66 Americana (“Roadside Attraction”). The Developer is required to coordinate with the selected Roadside Attraction artist during design and construction. Additionally, the Developer is encouraged to creatively incorporate this work to enhance the proposed project, as well as establish a maintenance agreement for this artwork as part of the development’s property management practices. Though selection of the Roadside Attraction artwork is anticipated by mid-July, designs will be provided as available following selection. The Roadside Attraction’s height will not exceed twenty-one feet.

An additional RFP also seeks to honor Tulsa’s Route 66 heritage through an interactive, augmented reality initiative that recalls historic establishments, celebrates existing features, and contemplates the future of this venerable corridor (“Route 66 Technology Piece”). The Route 66 Technology Piece will include a site-specific installation in the area surrounding the Project Site, though does not have a designated footprint at present.

5) Management Company: The management company/companies proposed for any use(s) is/are requested to be included in the proposal and should be experienced in the management and marketing of similar properties. Provide three examples of similar properties from each proposed management company.

- Brief history of the management company
- List of comparable properties managed by the company.
- Expected timeline for the term of the management contract.

- 6) Project Schedule – Each Scenario: Developers shall provide a proposed Project schedule, from authorization to negotiation in 2024 through the opening of the Project components. Please specify realistic timing and phasing for all elements in your proposal.
- 7) Project Budget, Financing and Developer Financial Capability:
- Developers shall provide a detailed development budget for the proposed project, broken down by major component and by type of cost (hard construction, soft costs, contingency). Any additional detail is helpful.
  - Developers shall provide a ten-year projection of income and expenses for the proposed Project components that can then be tied to supportable financing, internal rates of return and other financial measures.
  - Developers shall provide a proposed financing plan, showing:
    - The amount of equity proposed from the Developer or development partners, by equity source. If the equity is to come from sources beyond the principals in the Development company, the equity sources (name, address) should be named. If these sources are not firm, the Developer should describe the situation with respect to accessing equity and the timing necessary to receive an equity commitment. Developers should provide documents showing evidence of the existence and availability of funds for Project equity, if available, from the Developer or other equity sources. Please mark any items “confidential” in your proposal that you believe should be held as confidential. However, the City of Tulsa is subject to the Oklahoma Open Records Act and will abide by its requirements as necessary.
    - The amount of debt to be issued to the Developer, the assumed loan terms, and the source of that debt. If the source of the debt is unconfirmed, please list at least two banks that have relationships with your firm that will be sought to fund the debt. Provide letters of credit or other evidence of a relationship with lenders.
  - Any incentives requested, by component and phase, calculations for their present value and the basis for the request. Incentives are (1) up to \$4,500,000.00 for mutually agreed upon costs and (2) long-term land lease.
  - A summary of the Project’s value versus the Project’s cost, by component and phase, and resulting financing. Please show the proposed capital stack and how any financial feasibility gap is determined.
  - Developers shall provide evidence of Developer’s financial capability via audited financial statements, balance sheets and other collateral showing ability to access equity for this project. Again, please mark any items “confidential” in your proposal that you believe should be held as confidential. If statements have not been independently audited, please state this fact.

8) Addendum(s): Prospective Developers must send an email registering as a Prospective Developer to the Project Buyer.

**VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT**

**Performance Metrics**

The City will develop performance metrics with the selected Developer. These performance metrics will highlight key priorities that will be analyzed with the selected Developer collaboratively during the life of the contract. The City looks forward to working with selected Developer to define these important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the City and selected Developer prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

**Contract Performance Monitoring**

As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Developers to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Developer
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

**VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

- A. Proposals must be received by **5:00 p.m. on Wednesday, July 24, 2024, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled “**RFP 24-925, Commercial Development at 815 S. Riverside Drive**”.

**Proposals received late will be returned unopened.**

- B. Interested Developers should submit:  
One (1) unbound original and five (5) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).
- C. Proposals shall be delivered and sealed to:  
  
Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103
- D. All interested Developers (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:  
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.
- The City is not responsible for any failure to register.
- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, July 8, 2024.**

**Donny Tiemann, Project Buyer**  
[dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Developers as quickly as possible by addendum.

- F. Proposals will be opened on the morning after the due date, at 8:30am, at the:  
**Standards, Specifications, and Awards Committee Meeting**  
**175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

**VIII. EVALUATION OF PROPOSALS:**

The City will select a Review Committee to evaluate the Proposals using the following weighed criteria, including City of Tulsa and Partner Tulsa staff, and key stakeholders (including but not limited to a Route 66 Commission representative, a neighborhood representative, and a Tulsa Tough representative). Top rated Proposals may be invited to an interview. Selection will be based on the evaluation criteria and oral presentation; the City may choose not to conduct interviews. Results will be recommended to the mayor. Upon final selection, the successful Proposer will be notified. If a development agreement cannot be negotiated, the City may negotiate with another Proposer.

The approval of the selected Developer will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Developer(s).

All Bids will be evaluated using the following criteria:

<b>Category</b>	<b>Total Points</b>	<b>What Would a Top Score Look Like?</b>
<b><i>Understands and represents the RFP goals</i></b>	30	<ul style="list-style-type: none"> <li>• Critical understanding of project scope.</li> <li>• Creates vibrant destination for maximum and sustainable utilization.</li> <li>• Demonstrates vision for Project and relationship to surrounding area.</li> <li>• Highlights and integrates the uses well.</li> <li>• Clearly identifies Roadside Attraction and optional features.</li> <li>• Engages with Site's Route 66 heritage.</li> </ul>
<b><i>Developer qualifications and experience</i></b>	30	<ul style="list-style-type: none"> <li>• Key personnel assembled.</li> <li>• Team member expertise for all components through implementation.</li> <li>• Examples / references of past projects.</li> <li>• Ability to attract and partner with operating entities.</li> <li>• Includes partnerships for Project sustainability.</li> </ul>
<b><i>Financial Resources</i></b>	30	<ul style="list-style-type: none"> <li>• Clearly identifies the participation of all capital resources.</li> <li>• Identifies construction phases and use of resources.</li> <li>• Demonstrates ability to complete the project.</li> <li>• Leverages public investment based on incentive share of project budget.</li> <li>• Strong management / operational and sustainability components with sustainable business plans.</li> </ul>

<b>Conforms to submission requirements</b>	10	• Timely submission of all deliverables in required format
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The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**IX. MISCELLANEOUS**

- A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Developer(s) that shall incorporate this RFP and Your proposal. Further, Developer(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City.
- C. The City notifies all possible Developers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D. All Developers shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the City’s name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.  
  
The City shall not be under any obligation to return any materials submitted in response to this RFP request.
- H. The City shall not infringe upon any intellectual property right of any Developer but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal

should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.

- I. The City also notifies all Developers that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Developers, and to negotiate with the selected Developer on price and other contract terms, as necessary to meet the City's Objectives.
- J. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: [apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org). Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# AFFIDAVIT

## NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: \_\_\_\_\_

**Signature**

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



## DEVELOPER INFORMATION SHEET

**Developer's Legal Name:** \_\_\_\_\_  
(Must be Developer's company name as reflected on its organizational documents, filed with the state in which Developer is organized)

**State of Organization:** \_\_\_\_\_

**Developer's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Developer's Address:** \_\_\_\_\_  
Street City State Zip Code

**Developer's Website Address:** \_\_\_\_\_

---

**Sales Contact:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

---

**How did you learn about this business opportunity with the City of Tulsa?**

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other:

## Price Sheet Summary

**Developer's Legal Name:** \_\_\_\_\_  
(Must be Developer's company name as reflected on its organizational documents, filed with the state in which Developer is organized)

Please present a proposed fee total for the commercial development at 815 South Riverside Drive, Tulsa, OK 74127

Proposed Fee Total:                      \$ \_\_\_\_\_

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: \_\_\_\_\_                      Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal and will become a part of any resulting contract.

**List Date and Title/Number of all addenda or amendments:** (Write "None" if applicable).

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**Sign Here ►** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**

**APPENDIX A – City of Tulsa General Contract Terms**

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It is anticipated that the City of Tulsa will enter into an Agreement with the selected Developer (“Seller”) for an initial term ending one (1) year from the date of its execution by the City’s Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

**The undersigned Developer agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A: Location Map



EXHIBIT B  
Boundary /Utility Survey - MAP



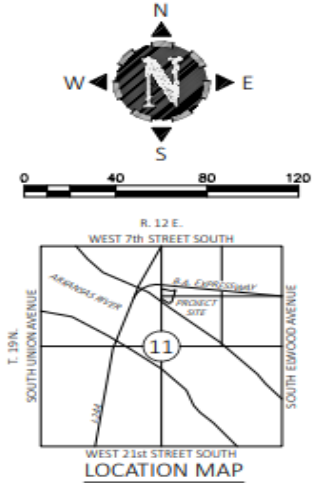
# BOUNDARY/UTILITY SURVEY

OF: A PART OF BLOCKS 6 AND 13 OR NORVELL PARK, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

## LEGAL DESCRIPTION OF THE REAL PROPERTY

A TRACT OF LAND THAT IS A PART OF LOT NINE (9) OF BLOCK THIRTEEN (13), ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), AND EIGHT (8), BLOCK THIRTEEN (13), AND A PART OF LOT FIVE (5), BLOCK SIX (6), AND A PART OF THAT PORTION OF WEST 13TH STREET LYING BETWEEN BLOCK SIX (6) AND BLOCK THIRTEEN (13), ALL IN NORVELL PARK ADDITION, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND PART OF GOVERNMENT LOT ONE (1) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FIVE (5), BLOCK SIX (6); THENCE SOUTH 14°35'00" WEST ALONG THE EASTERLY LINE OF SAID BLOCK SIX (6) AND A SOUTHERLY EXTENSION OF SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID BLOCK THIRTEEN (13) FOR 300.00 FEET; THENCE SOUTH 18°54'43" WEST FOR 0.00 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE SAID OF SAID BLOCK THIRTEEN (13) ON A CURVE TO THE RIGHT WITH A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 73°16'30" FOR 108.71 FEET (103.7 FEET PER PLAT); THENCE NORTH 52°08'56" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK THIRTEEN (13) 188.85 FEET (188.0 FEET PER PLAT) TO THE SOUTHWEST CORNER OF SAID LOT SIX (6), BLOCK THIRTEEN (13); THENCE NORTH 14°35'00" EAST ALONG THE WESTERLY LINE OF SAID LOT SIX (6), BLOCK THIRTEEN (13) FOR 25.12 FEET; THENCE NORTH 52°14'37" WEST ALONG THE NEW RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE FOR 125.65 FEET; THENCE NORTH 31°58'05" EAST FOR 133.54 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST 13TH STREET SOUTH, SAID POINT BEING 15.61 FEET NORTHWESTERLY OF THE NORTHWEST CORNER OF SAID LOT NINE (9), BLOCK THIRTEEN (13) AS MEASURED ALONG THE NORTHERLY LINE OF SAID BLOCK THIRTEEN (13); THENCE CONTINUING NORTH 31°58'05" EAST FOR 26.19 FEET TO THE CENTERLINE OF WEST 13TH STREET SOUTH; THENCE SOUTH 75°25'00" EAST ALONG SAID CENTERLINE FOR 13.79 FEET; THENCE NORTH 57°11'51" EAST FOR 33.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK SIX (6), SAID POINT BEING 31.00 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER OF LOT TEN (10), BLOCK SIX (6) OF SAID NORVELL ADDITION; THENCE SOUTH 75°25'00" EAST ALONG THE SOUTHERLY LINE OF SAID BLOCK SIX (6) FOR 181.00 FEET; THENCE NORTH 75°31'43" EAST FOR 102.96 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.



## GENERAL NOTES

- THE GRID BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 1983 (1993).
- THE PROPERTY DESCRIBED HEREON CONTAINS 90,662.89 SQ.FT. OR 2.08 ACRES, MORE OR LESS.
- THE PROPERTY DESCRIBED HEREON IS LOCATED IN FLOOD ZONE'S "X-UNSHADED & X-SHADED", AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 405381 0220L, EFFECTIVE DATE: OCTOBER 16, 2012.
- PROPERTY REPORT PROVIDED DID NOT CONTAIN EASEMENTS OR RIGHTS OF WAY WITHIN THE LIMITS OF THE SUBJECT PROPERTY.
- FIELDWORK COMPLETED FEBRUARY 16, 2024.

EASEMENT RETAINED FOR UTILITIES WITHIN W. 13th ST. RIGHT OF WAY PER JUDGMENT AND DECREE VACATING AND FORECLOSE RIGHT TO REOPEN STREET, TULSA COUNTY DISTRICT COURT CASE No. CJ-2000-441, FILED IN BOOK 7293, PAGE 225.

## SURVEYORS CERTIFICATE

I, NATHANIEL J. REED OF THE STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 22nd DAY OF FEBRUARY 2024

NATHANIEL J. REED  
REGISTERED PROFESSIONAL LAND SURVEYOR #1744  
STATE OF OKLAHOMA

**NATIVE PLAINS**  
Surveying & Mapping, LLC  
A Native American Owned Business  
5807 South Garnett Road, Suite K, Tulsa, Oklahoma, 74146  
Telephone: 918.234.7596, Fax: 918.893.5552

Certificate of Authorization No. 4916 Expires June 30, 2025

**48 HOURS BEFORE YOU DIG...CALL OKIE**  
1-800-522-6543  
Oklahoma One-Call System, Inc.

REVISIONS	By	Date

Surveyed:	TM/JH
Drawn:	JLN
Reviewed:	NJR
Checked:	NJR
Scale:	1"=40'
Date:	02/19/24

## BOUNDARY/UTILITY SURVEY

Project No.: 246006

Sheet: 1 of 1



Exhibit C: Legal Description and Property Report



**SMITH BROTHERS**  
ABSTRACT

1401 South Boulder Avenue  
Tulsa, OK 74119  
Phone: 918-582-2148 Fax: 918-582-0029

**FOR:** City of Tulsa  
2317 South Jackson, Public Works Department  
Tulsa, OK 74017  
Attn: Bruce Hutton

**REAL ESTATE:** See attached Exhibit "A"

---

**OWNER:** City of Tulsa, Oklahoma

---

**JUDGMENTS:** NONE INDEXED

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**MORTGAGES:** NONE INDEXED

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**CONVEYANCES:** General Warranty Deed from Westec Properties, L.L.C. to City of Tulsa, Oklahoma, filed as Document No. 2004132803, 11/02/04

General Warranty Deed from Jack R. Seay to City of Tulsa, Oklahoma, filed in Book 4370 Page 809, 12/7/78

---

**EASEMENTS:** Plat and Dedication of Horsley Hill Addition, Plat Nno. 311, 7/2/1918

Agreement to Reform Deed of Dedication and Plat, filed in Book 268 Page 536, 5/5/1919, changing the name of Horsely Hill Addition to Norvell Park

Deed of Dedication from Nola Childers-Tracy, formerly Nola Childers, to Tulsa County, filed in Book 242 Page 315, 7/8/1918 (shown for reference)

Ordinance No. 19884, filed in Book 6397 Page 1932, 8/2/00 (closing of part of 13th Street)

Judgment and Decree Vacating and Foreclose Right to Reopen Street, Tulsa County District Court Case No. CJ-2000-4441, styled Five Oaks Investments, Inc. v. The City of Tulsa, Oklahoma, et al., filed in Book 7293 Page 225, 5/12/04

---

**TAXES:** 2017 to 2023, inclusive: No Tax Due, City of Tulsa Exemption. Parcel No. 29725-92-11-04880

INVOICE NO.: 3072400383  
Written Gap Search  
OKD1288.doc / Updated: 05.16.23

Page 1

CUSTOMER FILE NO.: Block 13 Norvell Park/Crybaby Hill

Printed: 01.11.24 @ 11:25 AM by  
OK--3072400383

Dated at Tulsa, Oklahoma, this 4th day of January, 2024 at 07:00 AM.

SMITH BROTHERS ABSTRACT & TITLE CO., LLC

By: David Henry

Abstractor License No.: 0775



INVOICE NO.: 3072400383  
Written Gap Search  
OKD1288.doc / Updated: 05.16.23

CUSTOMER FILE NO.: Block 13 Norvell Park/Crybaby Hill

Printed: 01.11.24 @ 11:25 AM by  
OK---3072400383

Page 2

**EXHIBIT "A"**

A TRACT OF LAND THAT IS A PART OF LOT NINE (9) OF BLOCK THIRTEEN (13), ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), AND EIGHT (8), BLOCK THIRTEEN (13), AND PART OF LOT FIVE (5), BLOCK SIX (6), AND A PART OF THAT PORTION OF WEST 13<sup>TH</sup> STREET LYING BETWEEN BLOCK SIX (6) AND BLOCK THIRTEEN (13), ALL IN NORVELL PARK ADDITION, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND PART OF GOVERNMENT LOT ONE (1) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FIVE (5), BLOCK SIX (6); THENCE SOUTH 14°35'00" WEST ALONG THE EASTERLY LINE OF SAID BLOCK SIX (6) AND A SOUTHERLY EXTENSION OF SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID BLOCK THIRTEEN (13) FOR 300.00 FEET; THENCE SOUTH 18°54'43" WEST FOR 0.00 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK THIRTEEN (13) ON A CURVE TO THE RIGHT WITH A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 73°16'30" FOR 108.71 FEET (103.7 FEET PER PLAT); THENCE NORTH 52°08'56" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK THIRTEEN (13) 188.85 FEET (188.0 FEET PER PLAT) TO THE SOUTHWEST CORNER OF SAID LOT SIX (6), BLOCK THIRTEEN (13); THENCE NORTH 14°35'00" EAST ALONG THE WESTERLY LINE OF SAID LOT SIX (6), BLOCK THIRTEEN (13) FOR 25.12 FEET; THENCE NORTH 52°14'37" WEST ALONG THE NEW RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE FOR 125.65 FEET; THENCE NORTH 31°58'05" EAST FOR 133.54 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST 13<sup>TH</sup> STREET SOUTH, SAID POINT BEING 15.61 FEET NORTHWESTERLY OF THE NORTHWEST CORNER OF SAID LOT NINE (9), BLOCK THIRTEEN (13) AS MEASURED ALONG THE NORTHERLY LINE OF SAID BLOCK THIRTEEN (13); THENCE CONTINUING NORTH 31°58'05" EAST FOR 26.19 FEET TO THE CENTERLINE OF WEST 13<sup>TH</sup> STREET SOUTH; THENCE SOUTH 75°25'00" EAST ALONG SAID CENTERLINE FOR 13.79 FEET; THENCE NORTH 57°11'51" EAST FOR 33.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK SIX (6), SAID POINT BEING 31.00 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER OF LOT TEN (10), BLOCK SIX (6) OF SAID NORVELL ADDITION; THENCE SOUTH 75°25'00" EAST ALONG THE SOUTHERLY LINE OF SAID BLOCK SIX (6) FOR 181.00 FEET; THENCE NORTH 75°31'43" EAST FOR 102.96 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND. SAID TRACT OF LAND CONTAINING 2.081 ACRES, MORE OR LESS.

Tulsa County Clerk - EARLENE WILSON  
Doc# 2004132803 Pgs 4  
Receipt # 760927 11/02/04 14:55:10  
Fee 0.00



**GENERAL WARRANTY DEED**  
(Oklahoma Statutory Form)

THIS INDENTURE, Made this 2ND day of NOVEMBER, 2004, between WESTEC PROPERTIES, L.L.C., an Oklahoma limited liability company, Grantor, and the CITY OF TULSA, OKLAHOMA, a municipal corporation, Grantee.

WITNESSETH, that in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, receipt of which is hereby acknowledged, said party Grantor does, by these presents, grant, bargain, sell and convey unto said party Grantee, its successors or assigns, all of the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

See Exhibit "A"

**EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

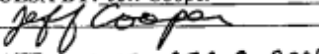
And said party Grantor, for itself and its heirs, executors, and administrators, successors and assigns does hereby covenant, promise and agree to and with said party Grantee, at the delivery of these presents that it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due; and that party Grantor will WARRANT AND FOREVER DEFEND the same unto the said party Grantee, its successors or assigns, against said party Grantor, its heirs and assigns and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party Grantor, has thereunto set its hand the day and year above written.

WESTEC PROPERTIES, L.L.C.,  
an Oklahoma limited liability company

By: FIRST EQUITY CORPORATION,  
an Oklahoma corporation  
Manager

By:   
Name: Ronald G. Kelley  
Title: President

ACCEPTED FOR THE CITY OF  
TULSA BY: Jeff Cooper  
  
DATE: NOVEMBER 2, 2004

CITY OF TULSA ✓  
OFFICE OF CITY CLERK  
200 CIVIC CENTER-ROOM 903  
TULSA, OKLAHOMA 74103

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State on this 2nd day of November, 2004, personally appeared Ronald G. Kelley known to be the identical person who subscribed the name of FIRST EQUITY CORPORATION, an Oklahoma corporation, to the foregoing as its President, as Manager of WESTEC PROPERTIES, L.L.C., an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of FIRST EQUITY CORPORATION, an Oklahoma corporation, for the uses and purposes therein set forth.

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

VIOLA M. GUNNELLS  
NOTARY PUBLIC  
IN AND FOR  
TULSA COUNTY  
OKLAHOMA  
My commission expires:  
March 20, 2016  
#02005075

Viola M Gunnells  
Notary Public



**EXHIBIT "A"**

Page 1 of 2

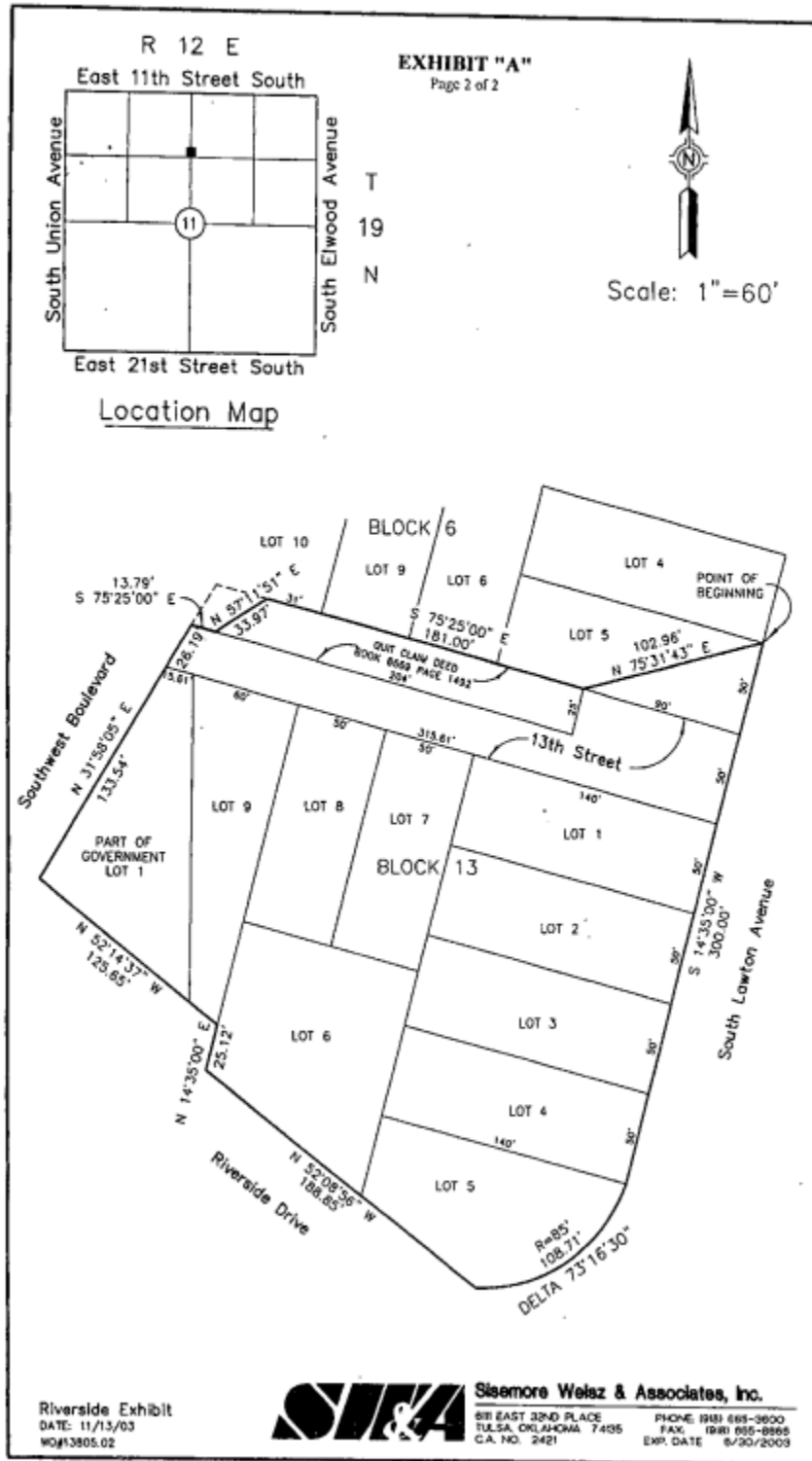
RIVERSIDE TRACT

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF LOT NINE (9) OF BLOCK THIRTEEN (13), ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), AND EIGHT (8), BLOCK THIRTEEN (13), AND PART OF LOT FIVE (5), BLOCK SIX (6), AND A PART OF THAT PORTION OF WEST 13<sup>TH</sup> STREET LYING BETWEEN BLOCK SIX (6) AND BLOCK THIRTEEN (13), ALL IN NORVELL PARK ADDITION, AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND PART OF GOVERNMENT LOT ONE (1) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN (19) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FIVE (5), BLOCK SIX (6); THENCE SOUTH 14°35'00" WEST ALONG THE EASTERLY LINE OF SAID BLOCK SIX (6) AND A SOUTHERLY EXTENSION OF SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID BLOCK THIRTEEN (13) FOR 300.00 FEET; THENCE SOUTH 18°54'43" WEST FOR 0.00 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK THIRTEEN (13) ON A CURVE TO THE RIGHT WITH A RADIUS OF 85.00 FEET AND A CENTRAL ANGLE OF 73°16'30" FOR 108.71 FEET (103.7 FEET PER PLAT); THENCE NORTH 52°08'56" WEST ALONG THE SOUTHERLY LINE OF SAID BLOCK THIRTEEN (13) 188.85 FEET (188.0 FEET PER PLAT) TO THE SOUTHWEST CORNER OF SAID LOT SIX (6), BLOCK THIRTEEN (13); THENCE NORTH 14°35'00" EAST ALONG THE WESTERLY LINE OF SAID LOT SIX (6), BLOCK THIRTEEN (13) FOR 25.12 FEET; THENCE NORTH 52°14'37" WEST ALONG THE NEW RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE FOR 125.65 FEET; THENCE NORTH 31°58'05" EAST FOR 133.54 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST 13<sup>TH</sup> STREET SOUTH, SAID POINT BEING 15.61 FEET NORTHWESTERLY OF THE NORTHWEST CORNER OF SAID LOT NINE (9), BLOCK THIRTEEN (13) AS MEASURED ALONG THE NORTHERLY LINE OF SAID BLOCK THIRTEEN (13); THENCE CONTINUING NORTH 31°58'05" EAST FOR 26.19 FEET TO THE CENTERLINE OF WEST 13<sup>TH</sup> STREET SOUTH; THENCE SOUTH 75°25'00" EAST ALONG SAID CENTERLINE FOR 13.79 FEET; THENCE NORTH 57°11'51" EAST FOR 33.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK SIX (6), SAID POINT BEING 31.00 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER OF LOT TEN (10), BLOCK SIX (6) OF SAID NORVELL ADDITION; THENCE SOUTH 75°25'00" EAST ALONG THE SOUTHERLY LINE OF SAID BLOCK SIX (6) FOR 181.00 FEET; THENCE NORTH 75°31'43" EAST FOR 102.96 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND. SAID TRACT OF LAND CONTAINING 2.081 ACRES, MORE OR LESS.

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11/12/03 mm





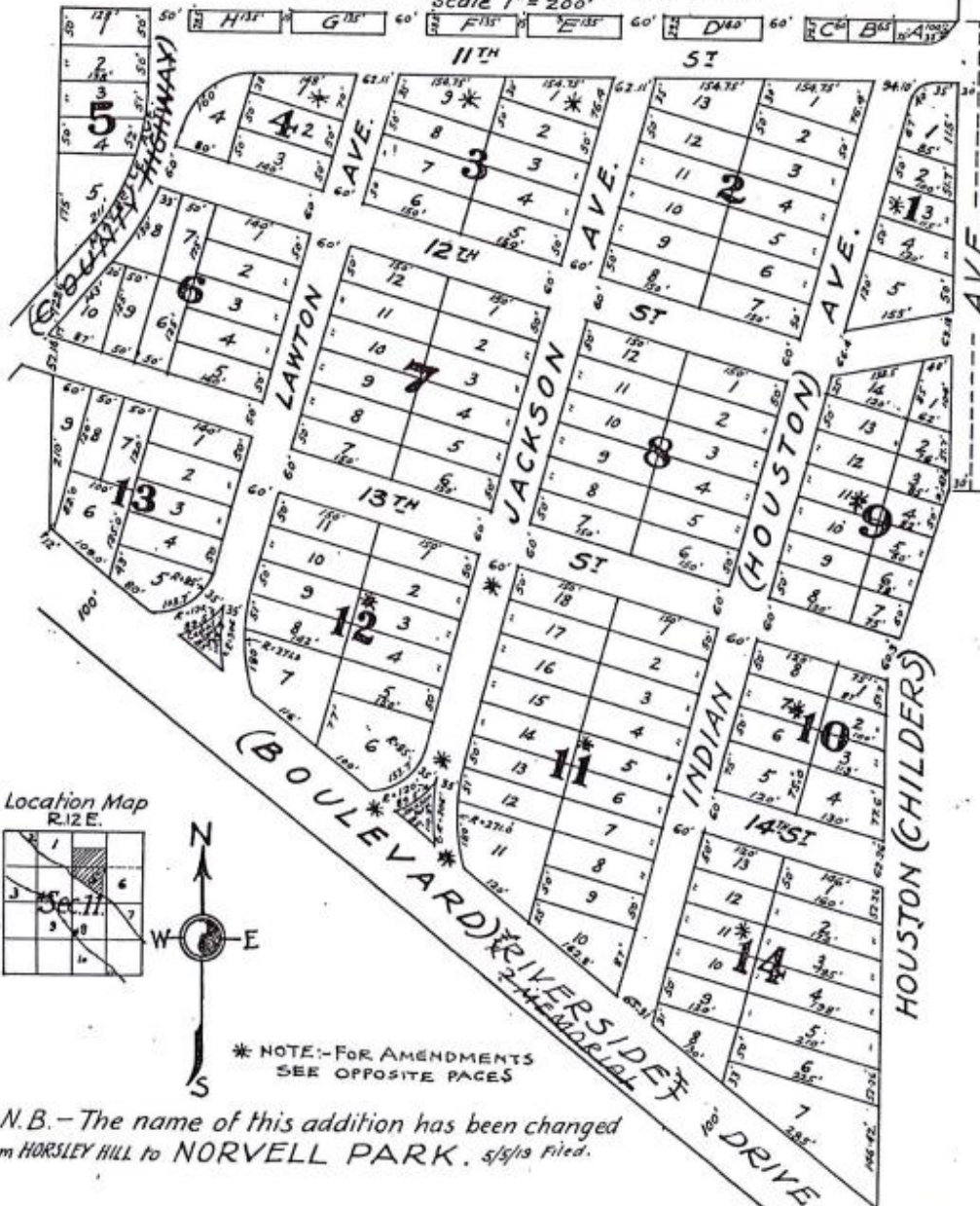


DATE FILED JULY 2, 1918

PLAT NO. 311

# NORVELL PARK ADDITION TO THE CITY OF TULSA

TULSA COUNTY, OKLAHOMA.  
S½-NW¼-NE¼ & LOT 5-511-T19N-R12E.  
Scale 1" = 200'



Location Map  
R.12E.



\* NOTE: - FOR AMENDMENTS  
SEE OPPOSITE PAGES

N.B. - The name of this addition has been changed  
from HORSLEY HILL to NORVELL PARK. 5/5/18 Filed.

DRAWN BY THORNE

PLAT FILED  
7/2/18

THE PLAT BOOK - TULSA COUNTY - COPYRIGHT 1979, ROY MALERNEE, CITY MAP SERVICE TULSA, OKLAHOMA  
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Entry No. 25  
Nola Childers-Tracy,  
formerly Nola Childers.  
To  
The Public.

No. 115520.

PLAT AND DEDICATION:

Dated June 28th, 1918.

Filed July 2nd, 1918, at 1 P. M. in the office of the  
County Clerk, within and for Tulsa County, Oklahoma.  
Recorded in Plat Book.

Plat No. 311.

KNOW ALL MEN BY THESE PRESENTS:

That I, Nola Childers-Tracy, formerly Nola Childers, the owner of the following described real estate situated in Tulsa County, Oklahoma, to-wit:

The South half of the Northwest quarter of the Northeast quarter (S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) and lot five (5) or the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Eleven (11), Township Nineteen (19) North, Range Twelve (12) East of the Indian Base and Meridian, containing 39.74 acres, more or less, except a portion of the East side thereof included in Childers Heights Addition to the City of Tulsa, and a portion off the Southwest part thereof as a Boulevard, deeded to the City of Tulsa, and a portion near the NW corner thereof deeded to Tulsa County, as a public highway and a portion thereof located at the Intersection of Lawton Avenue and the Boulevard, designated as Cedar Spring Park, and a portion thereof located at the Intersection of Jackson Avenue and the Boulevard, designated as Jackson Park, deeded to said City of Tulsa for Public Parks; have caused the same to be surveyed and platted by H. L. Cannady, Surveyor, into lots, blocks, streets, avenues, alleys and parks, and a plat or map to be made thereof, and have designated and named the same Horsley Hill Addition to the City of Tulsa, Tulsa County, Oklahoma; that there are no dwelling houses or other improvements thereon; that I do not now and never have at any time resided upon said land; that the same is not now and never has been used, occupied or claimed by me as a homestead under the laws of the State of Oklahoma; that the plat or map upon which this deed of Dedication is written, and which is a part hereof is adopted and approved by me and is a true, complete and correct representation of said addition, as surveyed and platted by said surveyor; and I do hereby dedicate to the public for the public use forever, the streets, avenues, alleys and parks as thereon named and dedicated.

Witness my hand and seal this 28th day of June, 1918.

Nola Childers-Tracy, Owner.

(Seal.)

State of Oklahoma,  
County of Tulsa. ss.

Before me, the undersigned, a Notary Public, within and for said County and State duly commissioned, qualified and acting on this 28th day of June, 1918, personally appeared Nola Childers-Tracy, formerly Nola Childers, to me personally well known to be the identical person who signed the foregoing instrument, of writing, and stated and acknowledged to me that she signed and executed the same as her free and voluntary act and deed for the uses, consideration and purposes therein mentioned and set forth and I do so certify.

WITNESS my hand and Notarial seal the day and date above written.

(Seal.) Commission expires Feb'y 15th, 1921.

Paul Clinton, Notary Public.

DEDICATION:

STATE OF OKLAHOMA,  
COUNTY OF TULSA. ss.

CERTIFICATE OF SURVEYOR—

This is to certify that I have Surveyed, Platted, Sub-divided and staked into lots and blocks, streets, avenues, alleys and parks for the owner, Nola Childers-Tracy, formerly Nola Childers, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

The South Half of the Northwest Quarter of the Northeast Quarter (S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) and Lot 5 or the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Eleven (11), Township Nineteen (19) North, Range Twelve (12) East of the Indian Base and Meridian, containing 39.74 acres, more or less. Except a portion off the East side thereof included in Childers Heights Addition to the City of Tulsa, and a portion off the Southwest part thereof, as a Boulevard, deeded to the City of Tulsa, and a portion near the Northwest corner thereof deeded to Tulsa County, as a Public Highway;

To be designated, named and known as Horsley Hill Addition to the City of Tulsa, Tulsa County, Oklahoma; and the

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plat or map upon which this Certificate is written, and which is a part hereof, is a true complete and correct representation thereof, showing the lots, blocks, streets, avenues, alleys and parks, etc., together with the names and dimensions thereof.

Witness my hand this 28th day of June, 1918.

H. L. Cannady, Surveyor.

(Seal).

State of Oklahoma,  
County of Tulsa. ss.

Before me, the undersigned, a Notary Public, within and for said County and State, duly commissioned, qualified and acting on this 28th day of June, 1918, personally appeared H. L. Cannady to me personally well known to be the person who signed the above and foregoing instrument and stated and acknowledged to me that he surveyed, sub-divided, platted and staked the land therein described into lots and blocks, streets, avenues, alleys and parks, for the owner, Nola Childers-Tracy, as shown by said plat, to be designated as Horsley Hill Addition to said City of Tulsa, Oklahoma, and he executed said instrument as his free and voluntary act and deed for the uses, consideration and purposes therein set forth.

Witness my hand and Notarial seal the day and date above written.

Paul Clinton, Notary Public.

(Seal). My commission expires Feb'y 15th, 1921.

CERTIFICATE OF COUNTY CLERK.

STATE OF OKLAHOMA,  
COUNTY OF TULSA. ss.

This is to certify that Paul Clinton was a duly appointed, commissioned, qualified and acting Notary Public, within and for said County and State at the time the acknowledgement of Nola Childers-Tracy and H. L. Cannady to the above and foregoing written instruments were taken by him on said 28th day of June, 1918, as therein stated and certified by him.

Witness my hand and official seal this 28th day of June, 1918.

Lewis Cline, County Clerk.

By E. W. Clark, Deputy.

(Seal).

- Block 1 contains Lots 1 to 5, inclusive
- Block 2 contains Lots 1 to 18, inclusive
- Block 3 contains Lots 1 to 9, inclusive
- Block 4 contains Lots 1 to 4, inclusive
- Block 5 contains Lots 1 to 5, inclusive
- Block 6 contains Lots 1 to 10, inclusive
- Block 7 contains Lots 1 to 7, inclusive
- Block 8 contains Lots 1 to 12, inclusive
- Block 9 contains Lots 1 to 14, inclusive
- Block 10 contains Lots 1 to 8, inclusive
- Block 11 contains Lots 1 to 18, inclusive
- Block 12 contains Lots 1 to 11, inclusive
- Block 13 contains Lots 1 to 9, inclusive
- Block 14 contains Lots 1 to 13, inclusive

Entry No. 26  
Nola Childers-Tracy, formerly  
Nola Childers.  
To  
The Public.

No. 116621.  
DEED OF DEDICATION.  
Dated June 28, 1918.  
Filed July 2, 1918, at 1 P. M. in the office of the County  
Clerk, within and for Tulsa County, Oklahoma.  
Recorded in Book 337, Page 614.  
Consideration:

KNOW ALL MEN BY THESE PRESENTS:

That I, Nola Childers-Tracy, formerly Nola Childers, do hereby and by these presents dedicate to the public and the

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City of Tulsa, Oklahoma, for public use forever, all of the streets and alleys in Horsley Hill Addition to said City of Tulsa, Tulsa County, Oklahoma, said land so platted being:

The South half of the Northwest quarter of the Northeast quarter (S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) and Lot 5 or the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Eleven (11), Township Nineteen (19) North, Range Twelve (12) East, of the Indian Base and Meridian containing 39.74 acres, more or less, except a portion of the East side thereof included in Childers Heights Addition to the City of Tulsa, and a portion off the Southwest part thereof as a Boulevard, deeded to the City of Tulsa, and a portion near the Northwest corner thereof, deeded to Tulsa County, as a public highway;

Said addition contains lots and block as follows, to-wit:

Blocks	Lots
1	1- 5, inclusive
2	1-13, inclusive
3	1- 9, inclusive
4	1- 4, inclusive
5	1- 5, inclusive
6	1-10, inclusive
7	1-13, inclusive
8	1-12, inclusive
9	1-14, inclusive
10	1- 8, inclusive
11	1-13, inclusive
12	1-11, inclusive
13	1- 9, inclusive
14	1-13, inclusive

Out Lots A-B-C-D-E-F-G-and-H.

I do also hereby dedicate to the public and to the City of Tulsa, Oklahoma, an easement or right-of-way over, along, upon and across the lines or tracts of land hereinafter described in said Horsley Hill Addition to the City of Tulsa, Oklahoma, to-wit:

The dividing line between Lots One (1), Two (2) and Thirteen (13), Three (3) and Twelve (12), four (4) and Eleven (11), Five (5) and Ten (10), Six (6) and Nine (9), Seven (7) and Eight (8), in Block Two (2);

The dividing line between Lots One (1), Two (2) and Nine (9), Three (3) and Eight (8), Four (4) and Seven (7), Five (5) and Six (6), in block Three (3);

The dividing line between Lots One (1), Two (2), Three (3), and four (4), in Block Four (4);

The dividing line between Lots One (1), Two (2), Three (3), and Seven (7), Three (3), Four (4), Five (5) and Six (6), and Seven (7), Eight (8) and Nine (9), Ten (10), in Block Six (6);

The dividing line between Lots One (1) and Twelve (12), Two (2) and Eleven (11) Three (3) and Ten (10), Four (4) and Nine (9), Five (5) and Eight (8), Six (6) and Seven (7), in Block Seven (7);

The dividing line between Lots One (1) and Twelve (12), Two (2) and Eleven (11); Three (3) and Ten (10), Four (4) and Nine (9), Five (5) and Eight (8), Six (6) and Seven (7), in Block Eight (8);

The dividing line between Lots One (1) and Fourteen (14), Two (2) and Thirteen (13), Three (3) and Twelve (12), Four (4) and Eleven (11), Five (5) and Ten (10), Six (6) and Nine (9), Seven (7) and Eight (8), in Block Nine (9);

The dividing line between Lots One (1) and Eight (8), Two (2) and Seven (7), Three (3) and Six (6), Four (4) and Five (5), in Block Ten (10);

The dividing line between Lots One (1) and Eighteen (18), Two (2) and Seventeen (17), Three (3) and Sixteen (16), Four (4) and Fifteen (15), Five (5) and Fourteen (14), Six (6) and Thirteen (13), Seven (7) and Twelve (12), Eight (8), Nine (9), Ten (10) and Eleven (11), in Block Eleven (11);

The dividing line between Lots One (1) and Eleven (11), Two (2) and Ten (10), Three (3) and Nine (9), Four (4) and Eight (8), Five (5), Six (6), and Seven (7), in Block Twelve (12);

The dividing line between Lots One (1), Two (2), Three (3) and Seven (7), Three (3), Four (4), Five (5) and Six (6), Six (6) and Seven (7), Eight (8), in Block Thirteen (13);

The dividing line between Lots One (1) and Thirteen (13), Two (2) and Twelve (12), Three (3) and Eleven (11), Four (4) and Ten (10), Five (5) and Nine (9), Six (6), Seven (7), and Eight (8), in Block Fourteen (14).

For the purpose of constructing, reconstructing, maintaining and operating sanitary sewers, together with the right of ingress and egress, including also the right to construct, maintain and operate necessary manholes and other sewer facilities; and also the right unto said City and the Public Service Companies or corporations to maintain and operate telephone facilities, electric light facilities and gas facilities, either by constructing, wires, conduits, pipes or any other and

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all facilities for the proper maintaining of public utilities to serve the inhabitants or said Addition or inhabitants in the vicinity thereof; provided, the word "dividing line as herein used shall be construed to be a strip of ground for the entire length of the line mentioned, and of a width not to exceed five (5) feet on each side of the dividing line mentioned in each particular instance with such dividing line considered as the center of such strips.

To have and to hold the same as public easements or rights-of-way for the purposes therein mentioned, the consideration for the same being the benefit that may accrue to the general improvements of said Addition and the benefit thereby to the owners thereof.

In Witness Whereof, I have hereunto set my hand this 28th day of June, 1918.

Nola Childers-Tracy.

State of Oklahoma,  
County of Tulsa. ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th day of June, 1918, personally appeared Nola Childers-Tracy to me well known to be the identical person who signed and executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal as such Notary Public, the day and date above written.

(Seal). My commission expires Feb'y 15th, 1921.

Paul Clinton, Notary Public.

Entry No. 27

No. 115694.

Nola Childers-Tracy, formerly  
Nola Childers.

**DEED OF DEDICATION.**  
Dated April 11th, 1918.

To  
The Public. **SHOWN FOR REFERENCE ON 11**

Filed July 8, 1918, at 9:30 A. M. in the office of the County Clerk within and for Tulsa County, Oklahoma.  
Recorded in Book 242, Page 315.  
Consideration: \$1.00 and other valuable considerations.

KNOW ALL MEN BY THESE PRESENTS:

That I, Nola Childers-Tracy, formerly Nola Childers, for and in consideration of the sum of One Dollar, to me in hand paid by Tulsa County, Oklahoma, and other valuable considerations hereinafter set forth, do hereby grant, bargain, sell and convey to said Tulsa County, Oklahoma, for a public highway, the following described real estate situate in Tulsa County, Oklahoma, to-wit:

A strip of land fifty (50) feet wide, twenty-five (25) feet on either side of a certain line, beginning at a point the center of Maybelle Avenue and the intersection of the South Boundary line of the Grandview Addition to the City of Tulsa, running thence South one hundred five and nine-tenths (105.9) feet to a point of curve; thence around the arc of a 16° 6' curve to the right two hundred seventy and forty-five hundredths (270.45) feet to the point of tangent; thence South 43° 08' West a distance of seventy-five and two-tenths (75.2) feet to the West line of the South half of the Northwest quarter of the Northeast quarter (S½ of NW¼ of NE¼) of Section Eleven (11), Township Nineteen (19) North, Range Twelve (12) East; said strip of land being four hundred fifty-one and fifty-five hundredths (451.55) feet in length, and a portion of said above described forty acres of land;

Also a strip of land sixty (60) feet wide, thirty (30) feet on either side of a certain line, beginning at a point the center of Lawton Avenue and the intersection of said South Boundary line of said Grandview Addition to the City of Tulsa; running thence South fifty-eight and seven-tenths (58.7) feet to a point; thence West three hundred fifteen (315) feet to the intersection of the East line of said line of said Maybelle Avenue, produced as aforesaid; said strip of land being three hundred seventy-three and seven-tenths (373.7) feet in length and a portion of said above described forty acres of land.

As a part of the consideration, aforesaid, it is agreed by and between said grantor and said grantee, being first duly and formerly authorized, that all that portion of said South half of the Northwest quarter of the Northeast quarter S½ of NW¼ of NE¼ of said Section Eleven (11), Township Nineteen (19) North, Range Twelve (12) East, in said Tulsa County, Oklahoma, heretofore occupied and used by said Tulsa County, as a public highway, and not heretofore conveyed for said purpose, be, and the same is vacated, abandoned and forfeited as a public highway by said grantee and are to be used and occupied as a public highway in lieu thereof, and are to be improved by said grantee without expense to said grantor, by constructing upon and in the center of said highway, as described aforesaid, a standard asphalt pavement thirty (30) feet in width, with concrete base and curb and proper curb returns for proposed street connections.

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TO HAVE AND TO HOLD said lands to said grantee forever as a public highway, and said grantor hereby warrants and defends the title to said lands against all lawful claims whatsoever.

IN WITNESS WHEREOF, I hereunto set my hand this 11th day of April, 1918.

Nola Childers-Tracy.

State of Oklahoma,  
County of Tulsa. ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 11th day of April, 1918, personally appeared Nola Childers-Tracy, to me well known to be the identical person who signed and executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public, the day and date above written.  
(Seal). My commission expires March 20, 1922. Kate Lawrence, Notary Public.

Entry No. 28  
Nola Childers-Tracy.  
To  
The Public.

No. 116100.  
DEDICATION DEED.  
Date, June 28, 1918.  
Filed, July 17, 1918, at 3:20 P. M. in the office of the  
County Clerk within and for the County of Tulsa, and  
State of Oklahoma.  
Recorded in Book 250, Page 210.

KNOW ALL MEN BY THESE PRESENTS:

That I, Nola Childers-Tracy, formerly Nola Childers, daughter and sole heir at law of William Childers, Deceased, whose name appears upon the Creek Indian Roll opposite No. 6984, party of the first part, for and in consideration of the sum of One Dollar to me in hand paid, the receipt of which is hereby acknowledged, and the further consideration of the covenants and agreements hereinafter set forth, do hereby GRANT, BARGAIN, SELL AND CONVEY to the City of Tulsa, a Municipal Corporation, party of the second part, for the purposes hereinafter set forth the following described real estate situate in Tulsa County, Oklahoma, to-wit:

A triangular tract of land located at the intersection of Lawton Avenue and the Boulevard Survey in the Horsley Hill Addition to the City of Tulsa, the base of same being a portion of the north line of said Boulevard Survey eighty-five (85) feet in length, and the location and dimensions of the same as are shown upon the plat of said Addition duly filed and recorded in the office of the County Clerk of said County and State, said tract of land being designated on said plat as "Cedar Spring Park" and

A triangular tract of land located at the intersection of Jackson Avenue and the Boulevard Survey in the Horsley Hill Addition to the City of Tulsa, the base of same being a portion of the north line of said Boulevard Survey eighty-five (85) feet in length, and the location and dimensions of the same as are shown upon the plat of said Addition duly filed and recorded in the office of the County Clerk of said County and State, said tract of land being designated on said plat as "Cedar Spring Park," and

A triangular tract of land located at the intersection of Jackson Avenue and the Boulevard Survey in the Horsley Hill Addition to the City of Tulsa, the base of same being a portion of the North line of said Boulevard Survey eighty-five (85) feet in length, and the location and dimensions of the same as are shown upon the plat of said Addition duly filed and recorded in the office of the County Clerk of said County and State, said tract of land being designated on said plat as "Jackson Park."

Said party of the first part represents that said real estate is no part of her homestead or that of her family, and warrants and defends the title to the same against all lawful claims whatsoever.

TO HAVE AND TO HOLD said real estate unto said City of Tulsa, as a public park for said City for the purpose of occupying, improving, maintaining, beautifying and continuously using the same as such; Provided, however, it is hereby covenanted and agreed by and between the party of the first part, her heirs and assigns, and said party of the second part and its successors, that the conditions of this conveyance are that should said City of Tulsa, and its successors, neglect, fail or refuse to faithfully and continuously comply with each and all of the conditions and requirements herein set forth, or should said City of Tulsa, use or permit the use of said property for other than the purpose of a public park as herein set forth, or should said City of Tulsa vacate or abandon said property or any part thereof contrary to the uses and purposes herein mentioned and set forth, or in case the above conditions and requirements or either of them are breached, violated or not faithfully complied with, then the title to said property shall thereupon immediately revert to said party of the first part, her heirs and assigns.

IN WITNESS, WHEREOF, I have hereunto set my hand this 28th day of June, 1918.

Nola Childers-Tracy.

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Entry No. 25

129369

AGREEMENT TO REFORM DEED OF DEDICATION AND PLAT.  
 Dated March 26th, 1919.  
 Filed May 8th, 1919, at 9:30 A. M.  
 in the office of the County Clerk  
 within and for Tulsa County, Oklahoma.  
 Recorded in book 268 page 536.

This Indenture, made and entered into this 26th day of March, 1919, by and between the City of Tulsa, a Municipal corporation, Sinclair Refining Company, a Corporation, Oklahoma Producing & Refining Corporation of America, a Corporation, Woodson E. Norvell, of Tulsa, Oklahoma, Nola Childers Tracy and Forest R. Tracy, husband and wife, of Tulsa, Oklahoma, S. P. Brooks of Tulsa, Oklahoma, and William H. Brower, of Tulsa, Oklahoma,

WITNESSETH: That Whereas, The South half of the northwest quarter of the northeast quarter, and lot Five, of Section Eleven (11) in Township Nineteen (19), North, Range Twelve, (12), East, has heretofore, by Nola Childers-Tracy and Forest R. Tracy, husband and wife, who were at the time the owners of said property, been surveyed and platted as "HORSELEY HILL ADDITION TO THE CITY OF TULSA, IN TULSA COUNTY, STATE OF OKLAHOMA," which said plat was, on the 2nd day of July, 1918, duly filed in the office of the County Clerk of said County as Plat No. 311; and

Whereas, the said Nola Childers Tracy and Forest R. Tracy, did on the said 2nd day of July, 1918, make, execute and file in the office of the County Clerk their Deed of Dedication of the Streets and Alleys in said Addition as shown on said plat, to the use of the public, which said Deed of Dedication was duly recorded in the Records of said Office, in Book 237, at page 614;

Now, Therefore, we, the undersigned owners of the property in said Addition, viz: The City of Tulsa, which owns lots numbered Four, five and six, in Block Thirteen, Sinclair Refining Company, which owns lot four in Block Four, Oklahoma Producing & Refining Corporation of America, which owns "Out-Lot D," S. P. Brooks who owns part of lot Nine and L. E. Z. Aaronson, who owns part of Lot Nine, in Block Thirteen, William H. Brower, who owns "Out-Lot F", Nola Childers Tracy, who owns all of Blocks Ten and Fourteen, and Woodson E. Norvell, who owns all of Blocks One, Two, Three, Four (except lot Four, Block Four, Owned by Sinclair Refining Company,) Blocks Five, Six, Seven, Eight, Nine, Eleven and Twelve, and Lots One, Two, Three, Seven and Eight, in Block Thirteen, and "Out Lots" "A," "B," "C," "E," "G," and "H" (the above described property comprising all of said Addition) have stipulated and agreed and hereby stipulates and agrees that the aforesaid plat and the aforesaid Deed of Dedication shall each be altered, amended and reformed by striking out the words "HORSELEY HILL ADDITION TO THE CITY OF TULSA" and substituting therefor, wherever said words occur in said instruments or either of them, the words "NORVELL PARK," AN ADDITION TO THE CITY OF TULSA," so that the said Addition shall henceforth be named and known as "NORVELL PARK," and designated as such on the records.

And it is further stipulated and agreed that the name of the street appearing on the aforesaid plat as "NORVELL ROAD" shall be and hereby is changed to "CHILDERS AVENUE" and the aforesaid plat shall be and hereby is amended altered and reformed by striking out the words "NORVELL ROAD," wherever the said words appear on said plat, and substituting therefor the words "CHILDERS AVENUE," and the County Clerk of Tulsa County, State of Oklahoma, is hereby authorized and directed to amend and reform the said Deed of Dedication and the said Plat and the record copies thereof filed in the office of the County Clerk, in the particulars hereinabove mentioned and in conformity with this Agreement, and the said Deed of Dedication and the said Plat, as reformed and amended in conformity to this Agreement, are each, in all matters and manners, confirmed, ratified, and approved as originally executed and filed except as to the alterations and amendments hereinbefore specified and set out.

In Witness Whereof, the above named parties hereto have, for themselves as individuals, and by their duly empowered and Authorized Officers where the signatories are corporations, hereunto set their hands and affixed by their seals, respectively, this 26th day of March, A. D., 1919.

CORPORATE SEAL  
 Attest: R. A. Wiseman,  
 Assist. Secretary.  
 CORPORATE SEAL  
 Attest: J. H. Muncy  
 Secretary.  
 Attest: Chas T. Burke.  
 City Auditor.  
 SEAL

Oklahoma Producing And Refining Corporation of America.  
 By H. M. Preston, President.  
 Sinclair Refining Company,  
 By H. F. Wilkins, Vice President.  
 City of Tulsa, Okla.  
 By: C. H. Hubbard, Mayor.  
 Woodson E. Norvell.  
 Nola Childers Tracy.  
 Forest R. Tracy.  
 S. P. Brooks.  
 Lionel E. Z. Aaronson.  
 W. H. Brower.

State of Oklahoma, Tulsa County, ss.

Before me, Chas. Haley, a Notary Public in and for the County and State aforesaid, on this 31st day of March, 1919 personally appeared H. M. Preston, to me known to be the identical person who subscribed the name of Oklahoma Producing & Refining Corporation of America, a corporation, one of the makers hereof to the foregoing instrument, as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth. Witness my hand and seal, this 31 day of March, 1919.

Seal

Chas. Haley, Notary Public.

My Commission expires June 29", 1921.

State of Illinois, Cook County, ss.

Before me, M. L. Supple, a Notary Public in and for the County and State aforesaid, on this 1st day of May, 1919, personally appeared H. F. Wilkins, to me known to be the identical person who subscribed the name of Sinclair Refining Company, a Corporation, one of the makers thereof to the foregoing instrument, as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth. Witness my hand and seal, this 1st day of May, 1919.

SEAL

M. L. Supple, Notary Public.

My Commission expires November 20, 1919.

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State of Oklahoma, Tulsa County, ss.

Before me, Blanche Fritze, a Notary Public in and for the County and State aforesaid, on this 22 day of April, 1919, personally appeared C. H. Hubbard, to me known to be the identical person who subscribed the name of the City of Tulsa, a municipal corporation, one of the makers thereof to the foregoing instrument, as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth. In witness whereof, I have hereunto set my hand and affixed my Notarial Seal, this 22 day of April, 1919.

SEAL

Blanche Fritze, Notary Public.

My Commission expires Oct. 24, 1922.

State of Oklahoma, Tulsa County, ss.

Before me, a Notary Public in and for said County and State, on this 31st day of March, 1919, personally appeared L. E. Z. Aaronson to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

SEAL

Gayle Pettus, Notary Public.

My Commission expires May 18, 1921.

State of Oklahoma, Tulsa County, ss.

Before me, a Notary Public in and for said County and State on this 5th day of May, 1919, personally appeared W. H. Brower, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. In Witness whereof I have hereunto set my hand and official seal the day and year last above written.

SEAL

J. H. Hyde, Notary Public.

My Commission expires Jan. 30, 1923.

State of Oklahoma, Tulsa County, ss.

Before me, Marie Sanders, a Notary Public in and for said County and State, on this 29th day of March, 1919, personally appeared Woodson E. Norvell, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

SEAL

Marie Sanders, Notary Public.

My Commission expires March 3, 1923.

State of Oklahoma, Tulsa County, ss.

Before me, a Notary Public in and for said County and State, on this 26th day of March, 1919, personally appeared Nola Childers Tracy and Forest R. Tracy, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and seal the day and year last above written.

SEAL

J. P. Byrd, Jr., Notary Public.

My Commission expires 11-28-21.

Entry No:

30

S. P. Brooks

to

To Whom It May Concern

No. 158865

ACKNOWLEDGMENT OF EXECUTION OF AGREEMENT TO REFORM DEED OF DEDICATION AND PLAT OF HORSLEY HILL ADDITION, SO AS TO CHANGE THE NAME TO NORVELL PARK.

Dated: June 18th, 1920

Filed: June 25th, 1920

at 3:45 P. M.

In the office of the County Clerk within and for Tulsa County, State of Oklahoma.

Recorded in Book 303 Page 442

BE IT KNOWN:

That I, S. P. Brooks for a valuable consideration, hereby acknowledged the execution by me of a certain written agreement, dated as of the 26th day of March, 1919, made and entered into by and between the City of Tulsa, Sinclair Refining Company, Oklahoma Producing and Refining Corporation of America, Woodson E. Norvell, Nola Childers Tracy, Forest R. Tracy, S. P. Brooks, and William Brower, in which it was agreed and set out that the original plat and deed of dedication of Horsley Hill Addition to the City of Tulsa, in Tulsa County, State of Oklahoma, should be and hereby was changed and reformed so as to change the name of said Addition to "Norvell Park, an Addition to the City of Tulsa" and to change the name of the Street in said Addition to "Childers Avenue," which said agreement was duly filed for record in the office of the County Clerk (Ex-officio Register of Deeds) of Tulsa County, Oklahoma, and duly recorded in Record 288 at Page 588 in the office of said Clerk; that I executed said agreement on or about the 31st day of March, 1919, as my free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand this 18th day of June, 1920.

S. P. Brooks.

State of Oklahoma, County of Mayes, ss.

Before me, Tom L. Walkinshaw, a Notary Public in and for said County and State aforesaid on this 18 day of June, 1920, personally appeared S. P. Brooks, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial seal this 18 day of June, 1920.

SEAL

Tom L. Walkinshaw, Notary Public.

My commission expires August 12, 1920.

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Tulsa County Clerk - JOAN HASTINGS  
Doc# 00079813 Pgs 3 B/P 6397/1932-1934  
Receipt # 456247 08/02/00 10:26:07  
Fee 0.00



ALJah

5-3-00-16  
06/08/00



(Published in the Tulsa Daily  
Commerce & Legal News

July 31, 2000)

ORDINANCE NO. 19884

6397 1932

A

AN ORDINANCE CLOSING A CERTAIN PUBLIC WAY OF THE CITY OF TULSA, OKLAHOMA, AFFECTING A TRACT OF LAND IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA; AND DECLARING AN EMERGENCY.

WHEREAS, application has been made for the closing of a Public Way of the City of Tulsa, Oklahoma;

WHEREAS, the request is reasonable and it will be for the best interest of all parties concerned that said Public Way be closed.

BE IT ORDAINED BY THE CITY OF TULSA:

Section 1. That the above described Public Way, insofar as it covers the following described land:

ALL OF WEST 13<sup>TH</sup> STREET SOUTH LYING BETWEEN BLOCK 6 AND BLOCK 13 OF THE "AMENDED PLAT OF NORVELL PARK ADDITION", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND BETWEEN THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LAWTON AVENUE AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST BOULEVARD, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 13<sup>TH</sup> STREET INTERSECTS THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LAWTON AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF BLOCK 13 OF THE "AMENDED PLAT OF NORVELL PARK ADDITION"; THENCE N 76°09'50" W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 13<sup>TH</sup> STREET AND THE NORTHERLY LINE OF SAID BLOCK 13 FOR 315.61' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST BOULEVARD; THENCE N 31°13'15" E ALONG SAID RIGHT-OF-WAY LINE FOR 52.39' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 13<sup>TH</sup> STREET, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF BLOCK 6 OF THE "AMENDED PLAT OF NORVELL PARK ADDITION"; THENCE S 76°09'50" E ALONG THE SOUTHERLY LINE OF SAID BLOCK 6 AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 13<sup>TH</sup> STREET FOR 299.96' TO A POINT OF INTERSECTION WITH THE WESTERLY

CITY OF TULSA  
OFFICE OF CITY CLERK  
200 CIVIC CENTER--ROOM 903  
TULSA, OKLAHOMA 74103

3

5a

6397-1933

RIGHT-OF-WAY LINE OF SOUTH LAWTON AVENUE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID BLOCK 6; THENCE S 13°50'10" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 50.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

Section 2. That the City of Tulsa retains the absolute right to reopen the closed Public Way without expense to the City of Tulsa.

Section 3. The closing of said Public Way shall not affect the right to maintain, repair, reconstruct, operate or remove utility, public service corporation or transmission company facilities existing therein, nor shall such closing affect private ways existing by operation of law.

Section 4. That an emergency exists for the preservation of the public health, safety and peace, by reason whereof this ordinance shall take effect immediately upon its passage, approval and publication.

ADOPTED by the Council: JUL 20 2000  
Date

ADOPTED as an emergency measure: JUL 20 2000  
Date

*Sam Reed*  
Chairman of the Council

OFFICE OF THE MAYOR

Received by the Mayor: \_\_\_\_\_ at \_\_\_\_\_  
Date Time

M. Susan Savage, Mayor

By \_\_\_\_\_  
Secretary

27

APPROVED by the Mayor of the City of Tulsa, Oklahoma:

JUL 24 2000, at 0900  
Date Time

6397 1934



M. Kumar Swamy  
Mayor

(Seal)  
ATTEST:

Michael R. Keel  
City Clerk

APPROVED:

Maitha B. Carter  
City Attorney

APPROVED AS TO LEGAL DESCRIPTION:

[Signature]  
Public Works Department

Tulsa County Clerk - EARLENE WILSON  
Doc# 04056177 Pgs 8 B/P 7293/0225-0232  
Receipt # 727167 05/12/04 11:36:55  
Fee 27.00



*Handwritten mark*

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

DEC - 5 2000

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

7293 0225

FIVE OAKS INVESTMENTS, INC., )  
A Corporation, )  
Plaintiff, )

v. )

Case No. CJ-2000-04441

THE CITY OF TULSA, OKLAHOMA, )  
A Municipal Corporation, THE )  
BOARD OF COUNTY COMMISSIONERS )  
OF TULSA COUNTY, OKLAHOMA, )  
Defendants. )



**JUDGMENT AND DECREE VACATING AND  
FORECLOSE RIGHT TO REOPEN STREET**

NOW on this 1<sup>st</sup> day of November, 2000, the above styled and numbered case comes on before this Court, upon the Petition to Vacate and Foreclose Right to Reopen Street filed herein by Plaintiff, Five Oaks Investments, Inc. The Plaintiff appears through it's attorneys, John L. Boyd and Robert J. Nichols. The Defendants, City of Tulsa, Oklahoma, a municipal corporation; The Board of County Commissioners of Tulsa County, Oklahoma; APE/Public Service Company of Oklahoma; Oklahoma Natural Gas Company, a division of ONEOK, Inc.; Cox Communications Central II, Inc.; and Southwestern Bell Telephone Company having all been duly served by Summons, with notice of this hearing, having each answered by and through their respective attorneys.

The Defendants, Oklahoma Natural Gas Company, a division of ONEOK, Inc., Board of County Commissioners, and City of Tulsa, have filed Answers, and in their Answers have waived any objections to the relief prayed for in Plaintiff's Petition and disclaimed any interest in said Street to be vacated.

The Defendants, Southwestern Bell Telephone Company, APE Public Service Company of Oklahoma, and Cox Communication Central II, Inc., in their Answers filed herein, alleged that they had presently installed and in use within the Street to be

CLOSINGS OF TULSA  
5711 E 71ST STE100  
TULSA OK 74136

1A 198459 27P

*Handwritten signature*

RECORD AND RETURN  
SMITH BROTHERS ABSTRACT  
633 SOUTH BOSTON  
TULSA, OKLAHOMA 74119

7293 0226

vacated, facilities for the provision of telecommunication and telephone service, and overhead electrical facilities for the transmission of electric power to the public. Said Defendants do not object to the vacation or foreclosure of the right to reopen said Street provided they be allowed the right to continue the use of their easements through facilities currently located in the Street to be vacated.

There were no other persons or entities appearing or filing an objection to Plaintiff's Petition.

The Court, having examined all of the pleadings filed in this case, having heard the evidence and statements of counsel, and having been fully advised in the premises, finds as follows:

1. Notice of this Petition and hearing thereon was served as required by law on all named Defendants herein and all municipal utilities and regulated transmission companies and those required by statute to be served by:

- (a) Publication of said written notice of hearing in the Tulsa Daily Commerce & Legal News, a newspaper of general circulation and a legal publication in the City of Tulsa, Tulsa County, Oklahoma, where said Property is situated; and
- (b) mailing a copy of the Petition and Notice to all owners of record as shown by the current year's tax rolls in the office of the County Treasurer, of property abutting the Street herein vacated and such other owners of record whose property is within 300 feet of the portions of the Street herein vacated and to any person, firm or corporation known by petitioner to claim an interest or right in said Street.

Said service and publication having been made more than thirty (30) days prior to the hearing of this Application as it more fully appears from the proofs of said publication and service on file in this cause and exhibits, and the Court finds that all of said notices, publication and service are all in accordance with the provisions of Title 11

7293 0221

O.S. § 42.101, et seq., as amended, and that the same are regular, proper, in due form, and in all things according to these statutes of the State of Oklahoma, and the Court hereby approves the said notice and the proofs thereof and hereby finds that this Court has jurisdiction to hear and determine this cause.

2. The Plaintiff is the owner of certain real property described in Exhibit "A", (The "Property"), attached hereto and made a part hereof, the same as if set out herein in full.

3. The Street, which is the subject of this action, is described as Exhibit "B", (The "Street"), attached hereto and made a part hereof, the same as if set out herein in full.

4. Pursuant to O. S. 11 § 42-110, by Ordinance No. 19884 duly enacted by the City Council of the City of Tulsa, Oklahoma, on the 20<sup>th</sup> day of July, 2000, approved by the Mayor of Tulsa, Oklahoma, on the 24<sup>th</sup> day of July, 2000, and published on the 31<sup>st</sup> day of July, 2000, (the "Ordinance"), the "Street" was closed. The "Street" is described in said Ordinance and is described in Exhibit "B" attached hereto.

5. The proceedings by the City Council of the City of Tulsa, Oklahoma, in adopting the Ordinance, were in all respects proper, in accordance with the ordinances of the City of Tulsa, Oklahoma, and the laws of the State of Oklahoma, and such Ordinance effectively closed and vacated the "Street" which affect the Property described above. By enactment of the Ordinance, the City Council of the City of Tulsa, Oklahoma, determined and this Court finds that the "Street" which affects the Property is not used or required for County or Municipal purposes which affect the Property and will not injuriously affect the rights of owners of other portions of the platted property or the public. Provided, however, the rights of Southwestern Bell Telephone Company, AEP/ Public Service Company of Oklahoma, and Cox Communications Central II, Inc. shall be preserved and specifically reserved as hereinafter provided.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the "Street", as described in Exhibit B attached, which affects the Property as described

7293 0228

herein, is hereby vacated and the right to reopen said "Street" is hereby foreclosed and the Plaintiff is vested with the complete fee simple title to the "Street", described in Exhibit "B".

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that notwithstanding the Order in the immediate proceeding paragraph Southwestern Bell Telephone Company, AEP/Public Service Company of Oklahoma, and Cox Communication Central II, Inc. is entitled to and there is hereby reserved to said companies easements located in the "Street" which are currently in place and in use, all as provided in O.S. 11, § 42-105.

*Sharon Bolenik*  
Judge of the District Court

Approved by:

John L. Boyd and Robert J. Nichols

By: *John L. Boyd*  
Attorneys for Plaintiff

*Mary C. Coulson*  
Mary C. Coulson  
Attorney for Southwestern Bell Telephone Company

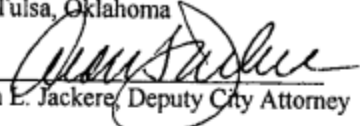
Doerner, Saunders, Daniel & Anderson

By: *S. Douglas Dodd*  
S. Douglas Dodd  
Attorneys for AEP/ Public Service Company of Oklahoma

*Ron C. Irons*  
Ron C. Irons, Field Engineer  
Cox Communication Central II, Inc.



7293 0229

City of Tulsa, Oklahoma  
By:   
Alan E. Jackere, Deputy City Attorney

**LEGAL DESCRIPTION**

(TOTAL TRACT)

7293 0230

A TRACT OF LAND THAT IS PART OF GOVERNMENT LOT 1 IN SECTION 11, T-19-N, R-12-E, OF THE INDIAN BASE AND MERIDIAN AND ALL OF BLOCK 13 OF THE "AMENDED PLAT OF NORVELL PARK ADDITION", TO THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE NORTHEAST CORNER OF SAID BLOCK 13; THENCE S 13°50'10" W ALONG THE EASTERLY LINE OF BLOCK 13 FOR 166.00' TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 79°48'46" AND A RADIUS OF 85.00' FOR 118.41' TO A POINT ON THE SOUTHERLY LINE OF BLOCK 13, SAID POINT BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE N 52°59'27" W ALONG THE SOUTHERLY LINE OF SAID BLOCK 13 AND THE WESTERLY EXTENSION THEREOF FOR 310.60'; THENCE N 31°13'15" E FOR 133.54' TO A POINT ON THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID BLOCK 13; THENCE S 76°09'57" E ALONG SAID EXTENSION AND ALONG THE NORTHERLY LINE OF BLOCK 13 FOR 315.61' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

*Exhibit A*

D398A (37)  
2:9:00:RM:sky  
1912.11 Norvell Park-3.doc

7293 0231

**LEGAL DESCRIPTION**

(THAT PART OF WEST 13TH STREET TO BE VACATED)

ALL OF EAST 13TH STREET LYING BETWEEN BLOCK 6 AND BLOCK 13 OF THE "AMENDED PLAT OF NORVELL PARK ADDITION", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, AND BETWEEN THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LAWTON AVENUE AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST BOULEVARD, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" WHERE THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 13TH STREET INTERSECTS THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LAWTON AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF BLOCK 13 OF THE "AMENDED PLAT OF NORVELL PARK ADDITION"; THENCE N 76°09'50" W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 13TH STREET AND THE NORTHERLY LINE OF SAID BLOCK 13 FOR 315.61' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST BOULEVARD; THENCE N 31°13'15" E ALONG SAID RIGHT-OF-WAY LINE FOR 52.39' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 13TH STREET, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF BLOCK 6 OF THE "AMENDED PLAT OF NORVELL PARK ADDITION"; THENCE S 76°09'50" E ALONG THE SOUTHERLY LINE OF SAID BLOCK 6 AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 13TH STREET FOR 299.96' TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH LAWTON AVENUE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID BLOCK 6; THENCE S 13°50'10" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 50.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

*Exhibit B*

D:\98A (57)  
2-9-00:RM:sky  
1912.11 Norvell Park-3.doc

7293 0232

I, Sally Hesse Smith, Cash Clerk, 1000010000, Oklahoma  
hereby certify that this instrument is a true and correct  
copy of the original instrument as shown to me and filed  
in the Court Clerk's Office of Tulsa County, Oklahoma.

APR 29 2024

By:  Deputy

BOOK 3818 PAGE 927

394659

1-200-2155-094

Parcel # 189, 36,  
17, 16, 15, 56, 55, 54,  
53, 52, 51, 48, 14, 10, 9  
4, 57, 58, 49

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the Tulsa Urban Renewal Authority, a public body corporate, located in the City of Tulsa, Tulsa County, State of Oklahoma, hereinafter referred to as Grantor and the State of Oklahoma Department of Highways, hereinafter referred to as Grantee.

WITNESSETH, That in consideration of the sum of One Hundred Fifty-Two Thousand, Six Hundred Thirty and 91/100 Dollars (\$ 152,630.91) receipt of which is hereby acknowledged, said Grantor does by these presents, grant, bargain, sell and convey unto said Grantee, its heirs, successors, and assigns, all of the following lands described herein, situated in the County of Tulsa, State of Oklahoma, and incorporated in the Downtown Northwest Urban Renewal Plan, to-wit:

124 A strip, piece or parcel of land lying in part of Lot 3, Block 96, of the Original Townsite of Tulsa and part of the vacated alley abutting said Lot 3 in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SE corner of said Lot 3, thence Southwesterly along the South line of said Lot 3 a distance of 140 feet to the SW corner of said Lot 3, thence continuing Southwesterly along said South line extended a distance of 20 feet to the SE corner of Lot 4 of said Block 96, thence Northwesterly along the East line of said Lot 4 a distance of 4.05 feet to a point on the present South right-of-way line of U.S. Highway No. 75, thence Northeasterly along said right-of-way line a distance of 96.86 feet, thence N 81 degrees 39 minutes 29 seconds E a distance of 83.41 feet to a point on the East line of said Lot 3, thence Southeasterly along said East line a distance of 36.05 feet to point of beginning.

Containing 0.15 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

140 A strip, piece or parcel of land lying in Lots 11, 12 and part of Lot 13, Block 2 of Norvell Park Addition to the City of Tulsa in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SW corner of said Lot 11, thence North along the West line of said Lots 11 and 12 a distance of 100 feet to the SW corner of said Lot 13, thence S 77 degrees 41 minutes 50 seconds E a distance of 127.56 feet, thence N 73 degrees 09 minutes 23 seconds E a distance of 26 feet to a point on the East line of said Lot 13, a distance of 17.04 feet North of the SE corner of said Lot 13, thence South along the East line of said Lots 13, 12 and 11 a distance of 117.04 feet to the SE corner of said Lot 11, thence West along the South line of said Lot 11 a distance of 150 feet to point of beginning.

SHOWN FOR REFERENCE ONLY

STATE BUSINESS  
NO FEE

BOOK 3818 PAGE 928

Containing 0.36 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

1 A strip, piece or parcel of land lying in Lot 11, Block 8, of Norvell Park Addition to the City of Tulsa, Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said Lot 11, thence South along the West line of said Lot 11 a distance of 15 feet, thence N 88 degrees 15 minutes 50 seconds E a distance of 70.76 feet to a point on the North line of said Lot 11, thence West along said North line a distance of 68.13 feet to point of beginning.

Containing 0.01 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

16 A strip, piece or parcel of land lying in Lot 12, Block 8, of Norvell Park Addition to the City of Tulsa in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said Lot 12, thence West along the North line of said Lot 12 a distance of 150 feet to the NW corner of said Lot 12, thence South along the West line of said Lot 12 a distance of 50 feet to the SW corner of said Lot 12, thence East along the South line of said Lot 12 a distance of 68.13 feet, thence N 88 degrees 15 minutes 50 seconds E a distance of 82.55 feet to a point on the East line of said Lot 12, thence North along said East line a distance of 32.50 feet to point of beginning.

Containing 0.16 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

17 A strip, piece or parcel of land lying on Lot 3, Block 7 of Norvell Park Addition to the City of Tulsa in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said Lot 3, thence South along the West line of said Lot 3 a distance of 22.50 feet, thence N 88 degrees 12 minutes 10 seconds E a distance of 82.53 feet to a point on the North line of said Lot 3, thence West along said North line a distance of 79.40 feet to point of beginning.

BOOK 3818 PAGE 929

Containing 0.02 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

- 14 A strip, piece or parcel of land lying in Lot 2, Block 7, or Norvell Park Addition to the City of Tulsa, Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said Lot 2, thence West along the North line of said Lot 2 a distance of 150 feet to the NW corner of said Lot 2, thence South along the West line of said Lot 2 a distance of 50 feet to the SW corner of said Lot 2, thence East along the South line of said Lot 2 a distance of 79.40 feet, thence N 88 degrees 12 minutes 10 seconds E a distance of 73.40 feet to a point on the East line of said Lot 2, thence North along said East line a distance of 30 feet to point of beginning.

Containing 0.16 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

- 18 A strip, piece or parcel of land lying on Lot 10, Block 7, of Norvell Park Addition to the City of Tulsa in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said Lot 10, thence South along the West line of said Lot 10, a distance of 50 feet to the SW corner of said Lot 10, thence East along the South line of said Lot 10 a distance of 52.95 feet, thence N 88 degrees 12 minutes 10 seconds E a distance of 100.85 feet to a point on the East line of said Lot 10, thence North along said East line a distance of 22.50 feet to the NE corner of said Lot 10, thence West along the North line of said Lot 10 a distance of 150 feet to point of beginning.

Containing 0.14 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property, described in this instrument.

- 19 A strip, piece or parcel of land lying in Lot 9, Block 7, Norvell Park Addition to the City of Tulsa in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NW corner of said Lot 9, thence South along the West line of said Lot 9 a distance of 15 feet, thence N 88 degrees 12 minutes 10 seconds E a distance of 55.06 feet to a point on the North line of said Lot 9, thence West along said North line a distance of 52.95 feet to point of beginning.

BOOK 3818 PAGE 930

Containing 0.01 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

↓ A strip, piece or parcel of land lying in Lot 5, Block 6, of Norvell Park Addition to the City of Tulsa, County of Tulsa Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the SW corner of said Lot 5, thence East along the South line of said Lot 5 a distance of 50 feet, thence N 75 degrees 57 minutes 03 seconds E a distance of 107.72 feet to the NE corner of said Lot 5, thence West along the North line of said Lot 5 a distance of 140 feet to the NW corner of said Lot 5, thence South along the West line of said Lot 5 a distance of 50 feet to point of beginning.

Containing 0.11 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

↖ A strip, piece or parcel of land lying in part of Lots 4, 5, Block 42 of Owen Addition to the City of Tulsa in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said Lot 4, thence South along the East line of said Lots 5 and 4 a distance of 100 feet to the SE corner of said Lot 5, thence West along the South line of said Lot 5 a distance of 75.30 feet to a point on the East right-of-way line of Heavy Trafficway, thence Northeasterly along said right-of-way line to a point on the North line of said Lot 4, thence East along said North line a distance of 26.20 feet to point of beginning.

Containing 0.12 acres, more or less.

↖ A strip, piece or parcel of land lying in Lots 6 and 7, Block 42 of Owen Addition to the City of Tulsa, Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said Lot 6, thence South along the East line of said Lots 6 and 7 a distance of 100 feet to the SE corner of said Lot 7, thence West along the South line of said Lot 7 a distance of 60 feet, thence N 21 degrees 21 minutes 24 seconds W a distance 79.17 feet to a point on the East right-of-way line of Heavy Trafficway, thence Northeasterly along said right-of-way line a distance of 28.40 feet to a point on the North line of said Lot 6, thence East along said North line a distance of 75.30 feet to point of beginning.

Containing 0.17 acres, more or less.



BOOK 3818 PAGE 931

*Page 456*

A strip, piece or parcel of land lying in Lot 1, Block 45, of Owen Addition to the City of Tulsa Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said Lot 1, thence South along the East line of said Lot 1 a distance of 56 feet to the SE corner of said Lot 1, thence West along the South line of said Lot 1 a distance of 24.14 feet, thence N 17 degrees 07 minutes 27 seconds West a distance of 58.28 feet to a point on the North line of said Lot 1, thence East along said North line a distance of 40 feet to point of beginning.

Containing 0.04 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument, except, that grantor, its heirs, successors or assigns, shall have the right of access from that portion of the remaining property lying West of the above described property to a public road to be constructed along the East side of the LIMITED ACCESS HIGHWAY.

*Page 455*

A strip, piece or parcel of land lying in part of Lot 2, Block 45 of Owen Addition to the City of Tulsa, Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Beginning at the NE corner of said Lot 2, thence South along the East line of said Lot 2 a distance of 50 feet to the SE corner of said Lot 2, thence West along the South line of said Lot 2 a distance of 10 feet, thence N 17 degrees 07 minutes 27 seconds W a distance of 52.03 feet to a point on the North line of said Lot 2, thence East along said North line a distance of 24.14 feet to point of beginning.

Containing 0.02 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument, except, the grantor its heirs, successors or assigns, shall have the right of access from that portion of the remaining property lying West of the above described property to a public road to be constructed along the East side of the LIMITED ACCESS HIGHWAY.

*Page 354*

A strip, piece or parcel of land lying in Lot 3, Block 45 of Owen Addition to the City of Tulsa in Tulsa County, Oklahoma. Said parcel of land being described as follows:

All of the East 10 feet of Lot 3 of said Block 45.

Containing 0.01 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument, except, that grantor its heirs, successors or assigns, shall have the right of access from that portion of the remaining property lying West of the above described property to a public

BOOK 3818 PAGE 932

road to be constructed along the East side of the LIMITED ACCESS HIGHWAY.

5) A strip, piece or parcel of land lying in Lot 4, Block 45, of Owen Addition to the City of Tulsa, Tulsa County, Oklahoma. Said parcel of land being described as follows:

All of the East 10 feet of Lot 4 of said Block 45.

Containing 0.01 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument, except, that grantor its heirs, successor or assigns, shall have the right of access from that portion of the remaining property lying West of the above described property to a public road to be constructed along the East side of the LIMITED ACCESS HIGHWAY.

5) A strip, piece or parcel of land lying in Lot 5, Block 45, of Owen Addition to the City of Tulsa, County of Tulsa, Oklahoma. Said parcel of land being described as follows:

All of the East 10 feet of Lot 5 of said Block 45.

Containing 0.01 acres, more or less, together with all abutters right, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument, except, that grantor its heirs, successors or assigns, shall have the right of access from that portion of the remaining property lying West of the above described property to a public road to be constructed along the East side of the LIMITED ACCESS HIGHWAY.

5) A strip, piece or parcel of land lying in Lots 6, 7, Block 45 of Owen Addition to the City of Tulsa in Tulsa County, Oklahoma. Said parcel of land being described as follows:

All of the East 10 feet of Lots 6 and 7 of said Block 45.

Containing 0.02 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument, except, that grantor its heirs, successors or assigns, shall have the right of access from that portion of the remaining property lying West of the above described property to a public road to be constructed along the East side of the LIMITED ACCESS HIGHWAY.

5) A strip, piece or parcel of land lying in part of Lot 1, Block 2 of Riverview Addition to the City of Tulsa, Tulsa County, Oklahoma. Said parcel of land being described as follows:

BOOK 3818 PAGE 933

All of the North 23 feet of the West 79.38 feet except the North 5 feet thereof owned by the City of Tulsa of Lot 1 of said Block 2.

Containing 0.04 acres, more or less, together with all abutters rights, including all rights to access from the remaining portion of grantor land onto the LIMITED ACCESS HIGHWAY to be constructed on the above described property, including all rights to light, air or view above the surface of the property described in this instrument.

A strip, piece or parcel of land lying in part of Lot 1, Block 2 of Riverview Addition to the City of Tulsa, County of Tulsa, Oklahoma. Said parcel of land being described as follows:

All of the North 23 feet of the East 60.62 feet except the North 5 feet thereof owned by the City of Tulsa, of Lot 1 of said Block 2.

Containing 0.03 acres, more or less.

All bearings contained in the above descriptions are based on the Oklahoma State Plan Coordinate System and are not astronomical bearings.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said Grantor, its successors and assigns, does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes and assessments and encumbrances, of whatsoever nature and kind.

Grantee, as part of the consideration hereof, also agrees to the following as covenants running with the land:

- (a) That the land herein conveyed be restricted by and subject to the conditions, restrictions, and provisions of the Downtown Northwest Urban Renewal Plan, designated Project No. Okla. R-7, which is made a part hereof by reference and incorporation as fully as if set out at length herein, and as if individually set out as covenants in this deed.
- (b) To comply with all applicable restrictions, conditions, covenants, and provisions as set forth in the Urban Renewal Plan for the Downtown Northwest Urban Renewal Project, Project No. Okla. R-7, as adopted by the City of Tulsa, Oklahoma, on the 9th day of March, 1965, and as thereafter amended by the City of Tulsa, Oklahoma, on the 26th day of March, 1965,

BOOK 3818 PAGE 934

and as may be hereafter amended, which said Downtown Northwest Urban Renewal Plan, Project No. Okla. R-7, as amended, is on file at the office of the Auditor of the City of Tulsa.

- (c) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property of any improvements erected or to be erected thereon, or any part thereof.
- (d) That the covenants and restrictions set forth herein and those set out in the Urban Renewal Plan for the Downtown Northwest Urban Renewal Project shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding upon the Grantee its successors and assigns, for the benefit and in favor of, and enforceable by, the Tulsa Urban Renewal Authority, its successors and assigns, the City of Tulsa, Oklahoma, and by the owner of any other lands or of any interest in such land in the Downtown Northwest Project area which is similarly restricted by the land use requirements, covenants and restrictions, as set forth herein.
- (e) That the covenants and restrictions set forth herein shall continue in full force and effect until March 31, 1985, and shall continue thereafter for successive additional 10-year periods unless modified or cancelled by agreement in writing executed by three-fourths of the owners of the land so restricted, which agreement shall be filed of record.
- (f) That paragraph (c) above set out shall remain in effect without limitations as to time.
- (g) That the Tulsa Urban Renewal Authority or its successors and assigns shall be deemed a beneficiary of the covenants set forth herein and the United States of America shall be deemed a beneficiary of the covenant provided in paragraph (c) hereof, both for and in their own rights and also for the purposes of protecting the interests of the community and other parties in whose favor or for whose benefit such covenants have been provided. Such covenants run in favor of the Tulsa Urban Renewal Authority and the United States of America for the entire period provided above, without regard to whether the "Authority" or the United States of America has at any time been, remains, or is an owner of any land or interest therein, to which covenants relate. The "Authority" shall have the right, in the event of any breach of any such agreement or covenant, and the United States of America shall have the right in the event of any breach of the covenant provided in paragraph (c) hereof, to exercise all rights and remedies and to maintain actions at law or suits in equity or other proper proceedings to enforce the curing of the breach of agreement or covenant, to which it or any other beneficiaries may be entitled.
- (h) That the invalidation of any one of these covenants or res-

BOOK 3818 PAGE 935

trictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

And Grantor will, WARRANT AND FOREVER DEFEND the same unto the said Grantee, its heirs, successors, and assigns against said Grantor, its successors or assigns, and all and every person whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the name of the Grantor is hereunto affixed by the Chairman of its Board of Commissioners and its seal affixed by its Secretary this 24 day of July, 1967.

TULSA URBAN RENEWAL AUTHORITY

R. C. Baird  
Grantor (Chairman)

ATTEST:  
Paul D. Chapman  
Secretary

STATE OF OKLAHOMA )  
                                  )ss  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24 day of July, 1967, personally appeared R. C. Baird, Chairman of the Commission of the Tulsa Urban Renewal Authority and Paul D. Chapman, Secretary to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Dorothy H. Randall  
Notary Public

My commission expires January 31, 1971.



FILED IN OKLAHOMA  
TULSA COUNTY  
FILED IN RECORDS  
AUG 23 12 54 PM '67  
CLYDE WINGERRINGER  
COUNTY CLERK  
Clyde Wingerringer

STATE BUSINESS  
NO FEE

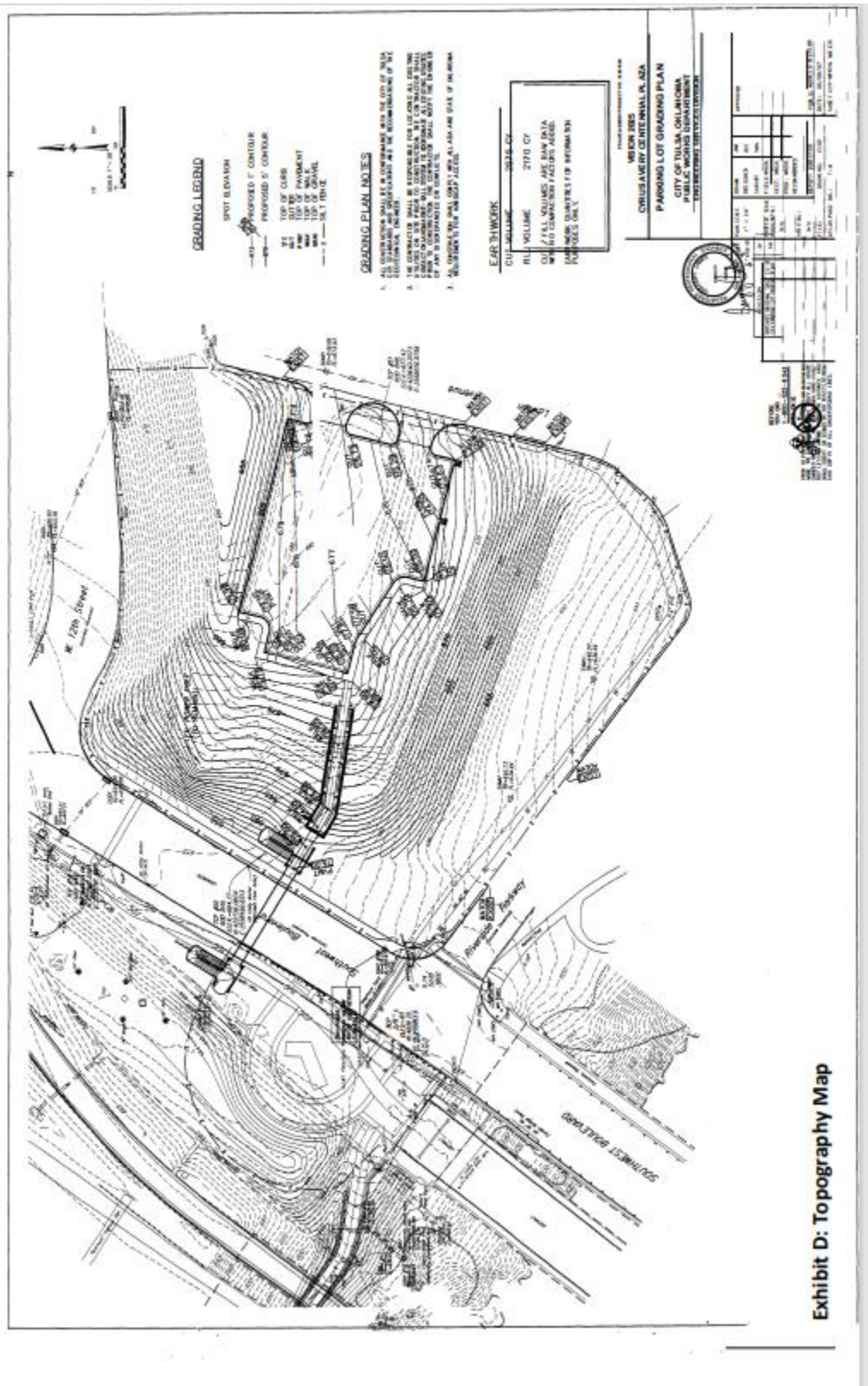


Exhibit D: Topography Map

Exhibit E

AFTER RECORDING RETURN TO:  
Oklahoma Department of Transportation  
Right-of-Way & Utilities Division  
200 N.E. 21st Street  
Oklahoma City, OK 73105-3204



Tulsa County Clerk - MICHAEL WILLIS  
Doc # 2024017915 Page(s): 7  
03/12/2024 09:14:42 AM  
Receipt #: 2024-13236  
Fees: \$30.00

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

This instrument is exempt from the Documentary Stamp Tax requirements contained in 68 O.S. 2021 § 3201 [68 O.S. 2021 § 3202(11)]  
Project(s): I-244-2(55)094 & FAP-U-32(37) Tulsa :County  
Part of Parcel(s): 02 - 20, & 28 Page 1 of 7

**QUITCLAIM DEED**

**THIS INDENTURE**, made this 06 day of March, 2024, A.D. between the State of Oklahoma, ex rel., Oklahoma Department of Transportation, party of the first part, and **the City of Tulsa**, party of the second part, **WITNESSETH**:

That said party of the first part, in consideration of the sum of Ten and No/100 Dollars ( \$10.00 ) and other valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, except for and subject to any existing utility easements, licenses or permits and subject to the reservations and exceptions made hereinafter, does hereby quitclaim, grant, bargain, sell and convey unto **the City of Tulsa**, Mailing Address: 2317 S. Jackson Ave.; Suite: 322, Tulsa, OK 74107, party of the second part, all its rights, title, interest, estate, and every claim and demand, both at law and in equity, in and to all the following described property, to wit:

( See "Exhibit A" )

together with all and singular the hereditaments and appurtenances thereunto belonging.

**SUBJECT HOWEVER**, that in the event the party of the second part, **the City of Tulsa**, of the herein described tract of land, failure to continue public ownership and use, ownership shall revert to the party of the first part, **the State of Oklahoma, ex rel., Oklahoma Department of Transportation**, or its assigns, free and clear of any claims of the party of the second part and the part of the second part shall ensure that the said tract is restored to a condition equal to or better than it's condition when reconveyed to the party of the first part, and;

**SUBJECT HOWEVER**, and that Grantee, by acceptance of this deed and its recordation, agrees and acknowledges that this conveyance is made expressly subject to all leases, utility agreements, easements, and other encumbrances of record and reserving and excepting all rights of access from said conveyed premises as set out above.

**TO HAVE AND TO HOLD** the above described premises unto the said party of the second part, its successors and assigns forever, so that neither the State of Oklahoma, ex rel., Oklahoma Department of Transportation or any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred and said premises shall be subject to the rights of any existing utility easements, licenses or permits which may presently be occupying said right-of-way. The intent of this instrument is to convey under Title 69 Oklahoma Statutes (2021), Section 501(C), any and all of the Oklahoma Department of Transportation's rights, title, and interest, as a direct result of the formal removal of the former SH-66 rights-of-way from the State Highway System by Agenda Item No. 10 on January 15, 1973 by the Oklahoma Transportation Commission.

**IN WITNESS WHEREOF**, the said party of the first part has hereunto set its hand the said day and year first written above.

APPROVED AS TO FORM  
AND LEGALITY

Mitch Surratt  
Deputy General Counsel

03/06/2024

STATE OF OKLAHOMA, ex rel.,  
DEPARTMENT OF TRANSPORTATION

Tim Tegeler, PE  
Director of Engineering

03/06/2024

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Project(s): I-244-2(55)094 & FAP-U-32(37)  
Part of Parcel(s): 02 - 20, & 28

Tulsa :County  
Page 2 of 7

State of Oklahoma )  
                                  ) ss.  
Oklahoma County )

Before me, the undersigned Notary Public in and for this state, on this 6<sup>th</sup> day of March, 2024, personally appeared Tim Tegeler, PE, to me known to be the Director of Engineering, of the State of Oklahoma, ex rel., Oklahoma Department of Transportation, and the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Director of Engineering of the State of Oklahoma, ex rel., Oklahoma Department of Transportation, as his free and voluntary act and deed, and as the free and voluntary act and deed as such Director of Engineering of the State of Oklahoma, ex rel., Oklahoma Department of Transportation for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

My Commission Expires: 03-23-2028

My Commission No.: 20003334



*[Handwritten Signature]*  
Notary Public

State of Oklahoma )  
                                  ) ss.  
Oklahoma County )

Before me, the undersigned Notary Public in and for this state, on this 6<sup>th</sup> day of March, 2024, certify that the preceding or attached document (*QUITCLAIM DEED*), containing Seven (7) pages is a true and correct copy of an electronic document printed by me or under my supervision, and that, at the time of printing, no security features present on the electronic document indicated any changes or errors in an electronic signature or other information in the electronic document since its creation or execution.

Witness my hand and seal the day and year above written.

My Commission Expires: 03-23-2028

My Commission No.: 20003334



*[Handwritten Signature]*  
Notary Public



(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Project(s): I-244-2(55)094 & FAP-U-32(37)  
Part of Parcel(s): 02 - 20, & 28

Tulsa :County  
Page 3 of 7

## Exhibit "A"

ODOT Project I-244-2(55)094 - Parcel 02, Warranty Deed filed in the County Clerk's Office in Book 3738, Pages 358 - 359 on July 27, 1966, lying in part of Lots 7 - 10 inclusive, Block 6, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 03, Warranty Deed filed in the County Clerk's Office in Book 3712, Pages 428 - 429 on May 13, 1966, lying in part of Lot 6 inclusive, Block 6, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 04, Special Warranty Deed filed in the County Clerk's Office in Book 3818, Pages 927 - 935 on August 23, 1967, lying in part of Lot 5 inclusive, Block 6, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 05, Journey Entry for Case Number 112555 filed in the County Clerk's Office in Book 3877, Pages 1953 - 1953 on January 30, 1969, lying in part of Lot 4 inclusive, Block 6, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 06, Warranty Deed filed in the County Clerk's Office in Book 3735, Pages 339 - 340 on July 19, 1966, lying in part of Lot 3 inclusive, Block 6, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 07, Warranty Deed filed in the County Clerk's Office in Book 3730, Pages 204 - 205 on July 06, 1966, lying in part of Lot 2 inclusive, Block 6, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 08, Warranty Deed filed in the County Clerk's Office in Book 3750, Pages 648 - 649 on August 31, 1966, lying in part of Lot 1 inclusive, Block 6, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

Part of Parcels 02 - 08 referenced above is being conveyed as follows; to-wit:

A strip, piece or parcel of land lying in all of Lots 3, 4, 6, 9 and 10, and part of Lots 1, 2, 5, 7 and 8, Block 6, Norvell Park Addition to the City of Tulsa, according to the recorded plat thereof, in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

**BEGINNING** at the SW corner of said Lot 10, thence S 75°53'53" E along the South line of said Lot 10 a distance of 75.31 feet to a point on the present South right-of-way line of Interstate Highway No. 444 and the present South right-of-way line of West 12th Street, thence continuing S 75°53'53" E along said right-of-way line and the South line of said Lots 10, 9, 6 and 5 a distance of 182.49 feet, thence N 75°02'56" E along said right-of-way line a distance of 102.87 feet to the NE corner of said Lot 5, thence N 14°01'02" E along the East line of said Lots 5, 4, 3, 2 and 1 a distance of 151.33 feet, thence S 85°49'55" W a distance of 160.73 feet, thence Northwesterly along a curve to the right having a chord bearing of N 79°11'27" W and having a radius of 132.00 feet an arc distance of 69.01 feet, thence N 24°34'07" W a distance of 50.04' to a point on the West line of said Lot 8, thence Southwesterly along said West line on a non-tangent curve to the right having a chord bearing of S 37°39'26" W and having a radius of 375.00 feet an arc distance of 38.81 feet, thence S 42°05'50" W along the West line of said Lots 8 and 10 a distance of 170.43 feet to the **POINT OF BEGINNING**.

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Project(s): I-244-2(55)094 & FAP-U-32(37)  
Part of Parcel(s): 02 - 20, & 28

Tulsa :County  
Page 4 of 7

**ALSO:**

ODOT Project I-244-2(55)094 - Parcels 09, 10, 14, & 15, Special Warranty Deed filed in the County Clerk's Office in Book 3818, Pages 927 - 935 on August 23, 1967, lying in part of Lots 2, 3, 9, & 10 inclusive, Block 7, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 11, Warranty Deed filed in the County Clerk's Office in Book 3735, Pages 341 - 342 on July 19, 1966, lying in part of Lot 11 inclusive, Block 7, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 12, Report of Commissioners for Case Number 112300 filed in the County Clerk's Office in Book 3741, Pages 638 - 640 on August 4, 1966, lying in part of Lot 12 inclusive, Block 7, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 13, Warranty Deed filed in the County Clerk's Office in Book 3788, Pages 556 - 557 on December 30, 1966, lying in part of Lot 1 inclusive, Block 7, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

Part of Parcels 09 - 15 referenced above is being conveyed as follows; to-wit:

A strip, piece or parcel of land lying in all of Lot 11, and part of Lots 1, 2, 3, 9, 10 and 12, Block 7 of Norvell Park Addition to the City of Tulsa, according to the recorded plat thereof, in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

**BEGINNING** at the NE corner of said Lot 1, thence S 13°52'22" W along the East line of said Lots 1 and 2 a distance of 80.04 feet to a point on the present South right-of-way line of Interstate Highway No. 444 and the present South right-of-way line of West 12th Street, thence S 88°01'20" W along said right-of-way line a distance of 311.65 feet to a point on the West line of said Lot 9, thence N 14°01'02" E along the West line of said Lots 9, 10, 11 and 12 a distance of 136.48 feet, thence N 85°49'55" E a distance of 93.34 feet to a point on the North line of said Lot 12, thence S 76°03'54" E along the North line of said Lots 12 and 1 a distance of 210.70 feet to the **POINT OF BEGINNING**.

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Project(s): I-244-2(55)094 & FAP-U-32(37)  
Part of Parcel(s): 02 - 20, & 28

Tulsa :County  
Page 5 of 7

**ALSO:**

ODOT Project I-244-2(55)094 - Parcel 16 & 17, Special Warranty Deed filed in the County Clerk's Office in Book 3818, Pages 927 - 935 on August 23, 1967, lying in part of Lots 11 & 12 inclusive, Block 8, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

ODOT Project I-244-2(55)094 - Parcel 18 [FAP-U-32(37) - Parcel 16], Special Warranty Deed filed in the County Clerk's Office in Book 3851, Pages 127 - 131 on June 12, 1968, lying in part of Lot 1 inclusive, Block 8, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

Part of Parcels 16 - 18 referenced above is being conveyed as follows; to-wit:

A strip, piece or parcel of land lying in part of Lots 1, 11 and 12, Block 8 of Norvell Park Addition to the City of Tulsa, according to the recorded plat thereof, in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

**BEGINNING** at the NW corner of said Lot 12, thence S 76°00'49" E along the North line of said Lots 12 and 1 a distance of 299.60 feet to the NE corner of said Lot 1, said corner being a point on the present South right-of-way line of Interstate Highway No. 444 and the present West right-of-way line of West 12th Street, thence N 88°15'49" W along said right-of-way line a distance of 306.45 feet to a point on the West line of said Lot 11, thence N 13°52'22" E along the West line of said Lots 11 and 12 a distance of 65.02 feet to the **POINT OF BEGINNING**.

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Project(s): I-244-2(55)094 & FAP-U-32(37)

Tulsa :County

Part of Parcel(s): 02 - 20, & 28

Page 6 of 7

**ALSO:**

*ODOT Project I-244-2(55)094 - Parcel 19 & 20 [FAP-U-32(37) - Parcel 15], Special Warranty Deed filed in the County Clerk's Office in Book 3851, Pages 127 - 131 on June 12, 1968, lying in part of Lot 7 inclusive, Block 2, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.*

*ODOT Project I-244-2(55)094 - Parcel 28, Report of Commissioners for Case Number 112933 filed in the County Clerk's Office in Book 3788, Pages 562 - 564 on December 3, 1966, lying in part of Lot 8 inclusive, Block 2, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.*

*Part of Parcels 19, 20, & 28 referenced above is being conveyed as follows; to-wit:*

*A strip, piece or parcel of land lying in part of Lots 7 and 8, Block 2 of Norvell Park Addition to the City of Tulsa, according to the recorded plat thereof, in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:*

***BEGINNING*** at the SE corner of said Lot 7, thence N 76°00'49" W along the South line of said Lots 7 and 8 a distance of 274.77 feet, thence S 83°17'16" E a distance of 210.33 feet, thence Southeasterly along a curve to the left having a chord bearing of S 86°07'34" W and having a radius of 678.20 feet an arc distance of 67.20 feet to a point on the East line of said Lot 7, thence S 13°58'20" W along said East line a distance of 38.42 feet to the ***POINT OF BEGINNING***.

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Project(s): I-244-2(55)094 & FAP-U-32(37)  
Part of Parcel(s): 02 - 20, & 28

Tulsa :County  
Page 7 of 7

**ALSO:**

ODOT Project FAP-U-32(37) - Parcel 14, Special Warranty Deed filed in the County Clerk's Office in Book 3851, Pages 127 - 131 on June 12, 1968, lying in part of Lot 5 inclusive, Block 1, Norvell Park Addition to the City of Tulsa, in Tulsa County, Oklahoma.

Part of Parcel 14 referenced above is being conveyed as follows; to-wit:

A strip, piece or parcel of land lying in part of Lot 5, Block 1 of Norvell Park Addition to the City of Tulsa, according to the recorded plat thereof, in Tulsa County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

**BEGINNING** at the SW corner of said Lot 5, thence N 13°58'20" E along the West line of said Lot 5 a distance of 25.15 feet, thence Northeasterly along a non-tangent curve to the left having a chord bearing of N 83°55'01" E and having a radius of 678.20 feet an arc distance of 43.91 feet, thence N 82°03'44" E a distance of 78.54 feet, thence N 43°39'58" E a distance of 35.01 feet to a point on the East line of said Lot 5, thence S 00°49'48" E, along said East line a distance of 43.99 feet to the SE corner of said Lot 5, thence S 82°03'44" W along the South line of said Lot 5 a distance of 153.79 feet to the **POINT OF BEGINNING**.

Containing in all five (5) parcels 2.33 ac. (102,126 sq. ft.), more or less.

Grantor, reserves and excepts unto itself, its successors and assigns **ALL RIGHTS OF INGRESS AND EGRESS** from said 2.33 acres, more or less to the lands or rights-of-way covered by the abutting **INTERSTATE HIGHWAY NO. 444 LIMITED ACCESS HIGHWAY FACILITY** along the Northerly side of the above described properties.

## DEVELOPER CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with Your proposal.

Proposer's Name: \_\_\_\_\_

<b>DEVELOPER CHECKLIST</b>	
<b>DEVELOPER DOCUMENTS</b>	<b>INCLUDED?</b>
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 5-10)	
Affidavit (Non-Collusion, Interest & Claimant) <b>(required form)</b>	
Developer Information Sheet <b>(required form)</b>	
Price Sheet Summary <b>(required form)</b>	
Acknowledgement of Receipt of Addenda <b>(required form)</b>	
City of Tulsa General Contract Terms <b>(required form)</b>	
Additional Information (Optional)	

**Please Return Entire RFP Packet**

**PACKING LABEL**

**FROM: [Name]**

[Developer's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Developer Submission For:**

RFP# 24-925

RFP DESCRIPTION: COMMERCIAL DEVELOPMENT at 815 S. RIVERSIDE DRIVE

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.