

RESOLUTION NO. 6068

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH TULSA SPORTS COMMISSION FOR USE OF TDA OWNED REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF EAST ARCHER STREET AND NORTH ELGIN AVENUE AND AT THE SOUTHEAST CORNER OF EAST ARCHER STREET AND NORTH GREENWOOD AVENUE

WHEREAS, TDA owns certain unimproved real property, located as follows:

- Northwest corner of East Archer Street and North Elgin Avenue
- Southeast corner of East Archer Street and North Greenwood Avenue; and,

WHEREAS, the Tulsa Sports Commission, (hereinafter referred to as "Licensee") has applied for a license to use said TDA owned property to fulfill Licensee's obligation to provide parking for officials, media and representatives of participant universities in conjunction with the Big XII baseball tournament to be held at ONEOK Field in Tulsa, Oklahoma, on May 17-27, 2015; and,

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

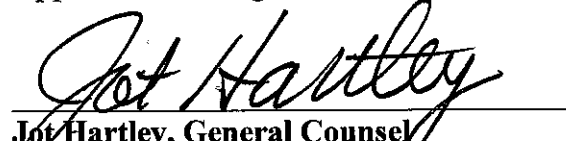
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TULSA DEVELOPMENT AUTHORITY, to-wit:

Section 1. That the Board of Commissioners of the Tulsa Development Authority does hereby grant a license to Licensee, in the form of the License Agreement attached hereto, to use the above described TDA owned real property to provide parking for officials, media and representatives of participant universities in conjunction with the Big XII baseball tournament to be held at ONEOK Field in Tulsa, Oklahoma, on May 17-27, 2015, subject to all terms, conditions and obligations of Licensee under said License Agreement.

Section 2. This Resolution shall take effect immediately.

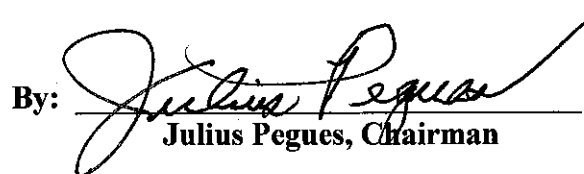
PASSED and ADOPTED this 12th day of March, 2015.

Approved as to legal form and adequacy:



Jot Hartley, General Counsel
The Hartley Law firm, PLLC

TULSA DEVELOPMENT AUTHORITY

By: 

Julius Pegues, Chairman

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into by and between the Tulsa Development Authority, a public body corporate (hereinafter referred to as "TDA") and the Tulsa Sports Commission, (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, TDA owns certain unimproved real property, located as follows:

- Northwest corner of East Archer Street and North Elgin Avenue
- Southeast corner of East Archer Street and North Greenwood Avenue

WHEREAS, Licensee has applied for a license to use said TDA owned property to fulfill Licensee's obligation to provide parking for officials, media and representatives of participant universities in conjunction with the Big XII baseball tournament to be held at ONEOK Field in Tulsa, Oklahoma, on May 17-27, 2015; and

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

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

1. TDA does hereby grant this license to Licensee to use the above described TDA owned real property to provide parking for officials, media and representatives of participant universities in conjunction with the Big XII baseball tournament to be held at ONEOK Field in Tulsa, Oklahoma, on May 17-27, 2015.
2. This license is unconditionally revocable at any time at the will of TDA, and is subject to and subordinate to TDA's right to maintain, use, alter or excavate any portion of the said real property. This license is subject to and subordinate to any rights heretofore or hereafter granted by TDA (by contract or otherwise) to any redeveloper, public utility or franchise holder, to construct, install, operate, maintain, repair or replace any structures, improvements, facilities, utility or appurtenance thereto, or to use any portion of TDA's said real property. Should removal, construction and/or excavation become necessary in TDA's opinion, Licensee hereby agrees that TDA shall not be liable to Licensee for any loss or damage.
3. Licensee shall indemnify and hold TDA harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorney fees, witness fees and costs of defending any such claim, or appeals therefrom, which arise out of or from Licensee's use of the said TDA owned real property including any interference or damage to any third person on the property.
4. Environmental Conditions. The TDA makes no warranty, expressed or implied, concerning any adverse environmental conditions, drainage problems, or any hidden or unapparent conditions of the said TDA owned real property. The TDA will not be

responsible for any such conditions that may exist, or for any engineering or testing that might be required to discover whether such conditions exist. Except as otherwise provided, the said TDA owned real property is to be received by Licensee in "AS IS" condition.

5. Nothing herein shall relieve Licensee or its contractors of the duty to comply with all laws and regulations, including flood control, ADA, safety regulations, and zoning ordinances. Prior to the commencement of the use of the said TDA owned real property, Licensee shall obtain all permits or other licenses, if any, required by any applicable governmental authority or public body for the installation and maintenance of the park improvements by Licensee.
6. During the term of this license, Licensee shall maintain the following insurance:
 - a. General Liability Insurance with a bodily injury limits of not less than \$300,000.00 per person and combined single limit of not less than \$1,000,000.00 per each occurrence.
 - b. General Liability Insurance with property damage combined single limit of not less than \$300,000 for each occurrence.
 - c. Worker's Compensation Insurance in accordance with statutory requirements.
7. This license shall be effective between May 17 and May 27, 2015 and shall terminate at its conclusion without further notice from either party. Prior to termination of the license, Licensee shall remove trash and debris accumulated during the term of the license and shall restore the TDA owned real property to the condition existing at the commencement of the license term.

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

TULSA DEVELOPMENT AUTHORITY,
a public body corporate

TULSA SPORTS COMMISSION
Licensee

By: _____
Julius Pegues, Chairman

By: _____
Vince Trinidad, Executive Director

O. C. Walker, II, Executive Director

Date: _____

Date: _____