

RESOLUTION NO. 6324

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, TULSA, OKLAHOMA

WHEREAS, TDA owns certain unimproved real property, located at the Northwest corner of East Archer Street and North Elgin Avenue, Tulsa, Oklahoma, also described as Lots 1, 2, and 3, Block 44, Original Town, now City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof; and,

WHEREAS, the Tulsa Sports Commission, (hereinafter referred to as "Licensee") has applied for a license to rent and make use of said TDA owned property to enable Grand Slam Productions to locate the Baseball Hall of Fame Traveling Exhibit thereon from May 3rd through May 14th, 2017; and,

WHEREAS, TDA is agreeable to the issuance of said license, subject to the covenants and conditions set forth in the License Agreement between TDA and the Tulsa Sports Commission and further subject to the condition precedent that there is no objection to said use nor contest of said license by the current parking services operator of said property.

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 enable Grand Slam Productions to locate the Baseball Hall of Fame Traveling Exhibit thereon from May 3rd through May 14th, 2017, subject to all terms, conditions and obligations of Licensee under said License Agreement.

Section 2. This Resolution shall take effect immediately.

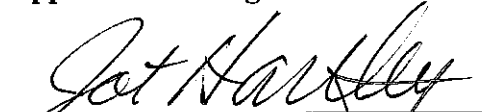
PASSED and ADOPTED this 2nd day of March, 2017.

TULSA DEVELOPMENT AUTHORITY

By: _____

Roy Peters, Jr., Chairman

Approved as to legal form and adequacy:



Jot Hartley, General Counsel
The Hartley Law firm, PLLC

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 at the Northwest corner of East Archer Street and North Elgin Avenue, Tulsa, Oklahoma, also described as Lots 1, 2, and 3, Block 44, Original Town, now City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof (the "Property"); and,

WHEREAS, the Tulsa Sports Commission, (hereinafter referred to as "Licensee") has applied for a license to rent and make use of said TDA owned Property to enable Grand Slam Productions to locate the Baseball Hall of Fame Traveling Exhibit thereon from May 3rd through May 14th, 2017; and,

WHEREAS, TDA is agreeable to the issuance of said license, subject to the covenants and conditions set forth in this License Agreement and further subject to the condition precedent that there is no objection to said use nor contest of said license by the current parking services operator of said Property.

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 Property to enable Grand Slam Productions to locate the Baseball Hall of Fame Traveling Exhibit thereon from May 3rd through May 14th, 2017. Licensee shall pay to TDA the lump sum of \$ _____ for the use of the Property during the term of this license.
2. 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 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 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 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 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 Baseball Hall of Fame Traveling Exhibit upon the Property by Licensee and/or Grand Slam Productions.
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 have a term and be effective between May 1 and May 17th, 2017, 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 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: _____
Roy Peters, Jr., Chairman

By: _____
Vince Trinidad, Executive Director

O. C. Walker, II, Executive Director

Date: _____

Date: _____