

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TULSA
AND THE MUSCOGEE (CREEK) NATION REGARDING THE
CONVEYANCE OF COUNCIL OAK PARK AND STICKBALL PARK**

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made effective on, but not necessarily executed as of, 10/1/25 (the "Effective Date"), by and between the City of Tulsa, Oklahoma, a municipal corporation ("City"), and The Muscogee (Creek) Nation ("the Nation"), a federally recognized and sovereign Native American Tribe. The City and the Nation, collectively, are herein the "Parties," unless otherwise indicated. This Agreement involves the proposed conveyance of two City of Tulsa parks, Council Oak Park and Stickball Park ("the Parks"), both legally described in Exhibit A, attached hereto.

RECITALS

WHEREAS, Council Oak Park designates the site where the Lucv Pokv Tribal Town established their new home in Indian Territory in 1836; and

WHEREAS, the Lucv Pokv Tribal Town was the first settlement of the City of Tulsa; and

WHEREAS, the Council Oak Tree was the first gathering place of the Lucv Pokv and where the Lucv Pokv conducted ceremonies, stickball games, commerce, and trade; and

WHEREAS, the Council Oak Park property was obtained by the City of Tulsa in 1974 in an effort to save the property from development; and

WHEREAS, the Council Oak Tree and the surrounding grounds have tremendous cultural significance to the Muscogee (Creek) Nation; and

WHEREAS, the Muscogee Nation continues to hold an annual Council Oak Tree Ceremony at this site to honor the founding of the City of Tulsa by the Locv Pokv and to honor the Mvskoke Ceremonial Grounds; and

WHEREAS, Stickball Park was originally obtained by the City of Tulsa in 1943 but has been utilized for years as a monument to Muscogee culture and contains several bronze sculptures of children playing stickball; and

WHEREAS, a large part of the City of Tulsa sits within the Muscogee (Creek) Nation Reservation; and

WHEREAS, the Muscogee (Creek) Nation and its citizens are vital to the fabric of the City of Tulsa; and

WHEREAS, the City of Tulsa has maintained Council Oak Park and Stickball Park (the “Parks”) as public parks and recognizes the historical and cultural significance of the Parks to the Muscogee (Creek) Nation and the City of Tulsa; and

WHEREAS, the City of Tulsa has proposed to convey Stickball Park and Council Oak Park to the Muscogee (Creek) Nation; and

WHEREAS, the City finds that the Muscogee Nation is best equipped to protect, preserve, honor, and highlight the history of its own people as that history relates to these particular properties and the Council Oak Tree specifically; and

WHEREAS, the City of Tulsa acknowledges that the Nation is the proper steward of these culturally and historically significant sites and that the public will benefit from the Nation's ownership and stewardship of the Parks.

WHEREAS, the City of Tulsa spends significant sums to maintain its public parks, and conveyance of these properties will save the taxpayers of the City of Tulsa the cost of maintenance, improvements, and upkeep, thereby providing a public benefit; and

WHEREAS, as part of the consideration for the conveyance of the property comprising the parks, and as an express condition of the conveyance, the Muscogee Nation will maintain and improve the Parks such that the public may visit and learn about this important chapter of Tribal, local, state, and American history;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- 1) The City agrees, subject to the approval of the Tulsa City Council and subject to the establishment or reservation of any necessary utility easements, to convey the Parks and the artwork presently installed at the Parks to the Nation through separate quitclaim deeds, to be recorded in the Office of the Tulsa County Clerk; and
- 2) The Nation agrees and covenants that the Parks shall remain public parks maintained for the use and benefit of the general public, with the continuation of the use of the Parks as public parks being an express condition of the conveyance by quitclaim deed.
- 3) The Nation agrees not to grant, sell, donate or otherwise convey the Parks to any other individual or entity except as part of a fee to trust land acquisition.

APPROVED by the Parties on the dates hereafter set forth:

ATTEST:

CITY OF TULSA, OKLAHOMA

City Clerk

By: _____
Monroe Nichols, IV, Mayor

APPROVED AS TO FORM:

City Attorney

**ACKNOWLEDGMENT
OF THE CITY OF TULSA, OKLAHOMA**

STATE OF OKLAHOMA,)
) ss.
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2025, appeared Monroe Nichols IV, Mayor of the City of Tulsa, Oklahoma, to me known to be the identical person who approved the within and foregoing instrument as Mayor of the City of Tulsa, Oklahoma and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of the City of Tulsa for the uses and purposes therein set forth.

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

Notary Public

My commission expires: _____

APPROVED AND ACCEPTED BY MUSCOGEE (CREEK) NATION:

David W. Hill

David W. Hill, Principal Chief
Muscogee (Creek) Nation

**ACKNOWLEDGMENT
OF THE MUSCOGEE (CREEK) NATION**

STATE OF OKLAHOMA,)
) ss.
COUNTY OF TULSA)

Before me the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2025, appeared David W. Hill, Principal Chief of the Muscogee (Creek) Nation, to me known to be the identical person who approved the within and foregoing instrument as Principal Chief of the Muscogee Nation and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of the Muscogee Nation for the uses and purposes therein set forth.

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

Notary Public

My commission expires: _____

EXHIBIT A – LEGAL DESCRIPTIONS

That part of Lots 4, 5, 6, and 7 in Block 2, BOWERS' ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded amended plat thereof and Lots 4, 5, and 6 in Block 1, BUENA VISTA PARK ADDITION to the City of Tulsa, Tulsa

County, State of Oklahoma, according to the amended plat thereof, more particularly described as follows:

Beginning at the Southeast corner of said Block 2, BOWERS' ADDITION; thence Due West along the South line of said Block 2, BOWERS' ADDITION and the South line of said Block 1, BUENA VISTA PARK ADDITION for a distance of 180.00 feet to a point; thence Due North for a distance of 16.50 feet to a point; thence Due East for a distance of 3.57 feet to a point of curve; thence along said curve to the left, said curve having a central angle of 113°56'28", a radius of 3.50 feet, for a distance of 6.96 feet to a point of reverse curve; thence along said curve to the right, said curve having a central angle of 77°49'25", a radius of 31.00 feet, for a distance of 42.11 feet to a point of tangent; thence North 53°52'57" East for a distance of 22.24 feet to a point of curve; thence along said curve to the left, said curve having a central angle of 53°52'57", a radius of 19.00 feet for a distance of 17.87 feet to a point of tangent; thence Due North for a distance of 7.50 feet to a point; thence Due East for a distance of 138.00 feet to a point on the East line of said Block 2, BOWERS' ADDITION; thence South 00°21'24" West along said East line for a distance of 95.00 feet to the point of Beginning, containing 15,559 Square Feet, being 0.3572 Acres more or less ("Council Oak Park Property")

and

Lots 1, 2, and 3 in Block 6, BUENA VISTA PARK ADDITION to the City of Tulsa, Oklahoma, according to the recorded plat thereof ("Stickball Park Property").