

REVOCABLE LICENSE

THIS REVOCABLE LICENSE (this "License") is hereby issued as of the 3rd day of October, 2017, by THE CITY OF NORMAN, OKLAHOMA, A Municipal Corporation, (hereafter called "City"), to NORMAN DOWNTOWNERS ASSOC. (hereinafter called "Licensee").

WITNESSETH, That the parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. City hereby permits Licensee, subject to the rights and easements hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, to use the following described land (hereinafter called the "Premises"), situated in Norman, Cleveland County, State of Oklahoma, marked "Exhibit A" and made a part hereof, for a term beginning on October 10, 2017 and ending when this License shall be terminated as hereafter provided. This License is issued solely for the purpose of the installation and operation of a strand of LED lights attached to buildings adjacent to Main Street in a 'zig-zag' arrangement (hereinafter called the "Improvements") to serve the Licensee. Drawings of the Improvements are attached as "Exhibit B". As the lights will be attached to buildings under separate ownership from that of the Licensee, Licensee has sought, and received, written permission from each property owner. These documents, stating the address of the property, the owner's name and notarized signature, and a statement acknowledging agreement with the attachment of the lights and permission to allow the City of Norman staff to enter and inspect the light installation, are attached as "Exhibit C". The Licensee may not use the Premises for any other purpose under the terms of this License.

2. City hereby excepts and reserves the right, to be exercised by City and by any others who have obtained or may obtain permission or authority from City so to do, (a) to operate, maintain, renew and relocate any and all existing utilities, pipe, power, and communication lines and appurtenances and other facilities of like character upon, over, or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities of the same character. City shall incur no liability to Licensee for any damages to the Improvements or the Premises that may occur during the operation, maintenance, renewal, relocation of any or all existing utilities, pipes, power or communication lines, appurtenances, or facilities.

3. Licensee shall pay to City for the use of the Premises as follows: \$100 per year payable in advance without demand. This fee is due and owing on or before the date this License is issued and thereafter shall be payable on or before the first day of each annual anniversary of such date thereafter. If the fee remains unpaid for thirty days after payment is due, the penalty shall a penalty of 10% of the annual amount each month that the fee remains unpaid.

4. Licensee shall use the Premises exclusively as a site for the Improvements to the Main Street streetscape as reflected on Exhibit A and Exhibit B and made a part hereof. Prior to installation on any item comprising the Improvements, engineered plans and/or drawings must be submitted to and approved by the City of Norman Public Works Department. Deviation from the approved plans may be grounds for revocation of this license.

5. Licensee shall allow City to inspect the lighting system and method of operation upon written request during normal business hours. Should Licensee not comply fully with the above-stated obligations of this section, notwithstanding anything contained in the termination for cause section hereof, City may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee; but any waiver by City of any breach of Licensee's obligations shall not constitute a waiver of the right to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this License. Upon termination, Licensee shall be governed by Sections 15 and 16 of this License regarding Licensee's surrender of possession of the Premises.

7. Licensee shall keep and maintain the Improvements in such safe, sanitary and slightly condition as shall be satisfactory to City. If Licensee fails or refuses within fifteen (15) days after receipt of any request by City so to do, City may, at its option, perform such work, and in such event, Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred.

8. In using the Premises, and in installing and using the Improvements above Main Street, Licensee shall comply with any and all requirements imposed by federal or state statutes, or by ordinances, orders, or regulations of any governmental body having jurisdiction thereover. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Licensee on the Premises, and City is hereby authorized to post any notices or take any other action with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of City to take any such action shall not relieve Licensee of any obligation or liability under this or any other paragraph hereof.

9. Licensee shall indemnify, defend and hold harmless City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever kind and nature, including but not limited to those arising under the Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of damage to or destruction of property, including the loss of use thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees (hereafter "Loss and Damage"):

- (1) Arising out of, or directly or indirectly due to, any failure by Licensee to satisfy, promptly and faithfully, its obligations under this License;
- (2) Arising out of, or directly or indirectly due to, any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss of use thereof and lost profits, resulting from the use, occupancy or condition of the Premises and Improvements by Licensee, its employees, invitees and licensees; and

- (3) Arising out of any mechanic's lien or other lien, tax, assessment or charge of any and every nature that may at any time be established against the Premises or the Improvements, or any part thereof, as a consequence, direct or indirect, of the existence of Licensee's interest under this Lease.

No settlement by Licensee for Loss and Damage shall affect City's right to indemnity, contribution or defense under this agreement.

Upon written notice from City, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or to save and hold harmless the City. Licensee shall pay the entire costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

10. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the written consent and approval in each instance of City.

11. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, City shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any fee paid hereunder, except the proportionate part of any fee paid in advance.

12. If any fee shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Licensee herein contained, or in the case of any assignment or transfer of this License by operation of law, City may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee; but any waiver by City of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults.

13. This License may be terminated for any reason at any time by either party by serving thirty (30) days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice, this License and all rights of Licensee hereunder shall absolutely cease and determine.

14. Any notice to be given by City to Licensee hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to Licensee at

Any notice to be given hereunder by Licensee to City shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: The Office of the City Clerk, P. O. Box 370, Norman, Oklahoma 73070.

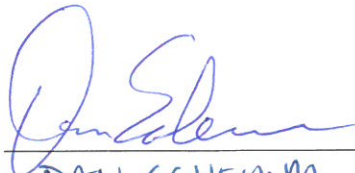
15. Upon the termination of this License in any manner herein provided, Licensee shall forthwith remove the Improvements and restore the Premises to substantially the state in which they were prior to the installation of the Improvements, and in case Licensee shall fail within thirty (30) days after the date of such termination to make such removal or restoration, then City may, at its election to be exercised within thirty (30) days thereafter, remove the Improvements and restore the Premises to substantially the state they were prior to construction of the improvements, and in such event Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. If the Licensee fails to remove the Improvements, and the City is required to remove the improvements, the City may take and hold the Improvements as its sole property.

16. If Licensee fails to remove the Improvements, upon any termination of this License, all the liabilities and obligations of Licensee hereunder shall continue in effect until the Improvements are removed; and no termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Improvements are removed and the Premises restored or City elects to take and hold the Improvements as its sole property as hereinabove in Paragraph 15 provided.


17. All the covenants and agreements of Licensee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Licensee and shall inure to the benefit of the successors and assigns of City.

IN WITNESS WHEREOF, this License has been duly executed in duplicate by the parties hereto as of the date and year first above written.

LICENSEE:

By 
DAN SCHEMM, President

ATTEST:


Secretary HEATHER WOODS O'CONNELL

CITY:


APPROVED by the Norman City Council this _____ day of _____, 2017.

By _____
MAYOR

ATTEST:

City Clerk

APPROVED as to legality and form this 3rd day of October, 2017.


City Attorney