

## **LICENSE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation**, Party of the First Part (hereinafter referred to as "Licensor"), and **FAIRWAY PARK HOMEOWNERS ASSOCIATION (HOA)**, Party of the Second Part, (hereinafter referred to as "Licensee").

### **WITNESSETH:**

**WHEREAS**, Licensor is the owner of the property, North 16<sup>th</sup> Street right-of-way located near the intersection of North 16<sup>th</sup> Street and Albany (Tiger) Drive which property is shown on Exhibit "A" attached hereto (the "Property");

**WHEREAS**, Licensee desires to place three (3) – eight (8) foot benches along North 16<sup>th</sup> Street. Two (2) benches will be placed on the east side of the street and one (1) on the west side of the street; described on Exhibit "A" (the "License"), attached hereto and incorporated herein; and

**WHEREAS**, Licensor has agreed to allow Licensee to place these benches along the street within the right-of-way for the public to enjoy the outdoors, landscaping and vistas of the pond and creek along the east side of the street.

**NOW, THEREFORE**, for good and valuable consideration, it is hereby agreed and covenanted by and between the parties hereto as follows:

1. Licensor does hereby grant a license to Licensee to place three (3) – eight (8) foot benches along North 16<sup>th</sup> Street for the public to enjoy the outdoors, landscaping and vistas of the pond and creek along the east side of the street within and upon City right-of-way known as North 16<sup>th</sup> Street in Broken Arrow, Oklahoma in the approximate area as shown on Exhibit "A" (the "License").
2. Licensee, its Contractor and/or its Installer will contact OKIE Locate prior to placement of any footing associated with the benches and submit a footing design and layout to Licensor prior to placement of the benches.
3. Licensee reserves the right to remove the benches from the right-of-way at any time. Upon removal, Licensee will restore the right-of-way to its original condition. Licensor reserves the right to require Licensee to remove the benches from the right-of-way at any time in the event the right-of-way is required, in the sole judgment of Licensor, to be used for a different public purpose.
4. Licensee shall maintain the benches and surrounding area to ensure they are not unsightly, but aesthetically-pleasing. No signage or advertising of any kind upon the benches is permitted. Licensee shall pay all obligations, costs, fees or expenses

incurred or charged for the construction, repair, maintenance or replacement of the benches during the term of the License.

5. To the extent permitted by law, Licensee shall indemnify and hold Lessor harmless of and from any and all claims, suits, actions or judgements, including all expenses, attorney fees, witness fees, cost of defending any such action or claims, or appeals therefrom, which arise out of or from the placement, construction, maintenance, repair or use of the benches along N. 16<sup>th</sup> Street by Licensee, its agents, servants, employees, invitees or licensees. In addition, Licensee agrees to waive any and all claims for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury, property damage, or other losses against Lessor, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the bench encroachment upon the right-of-way.
6. In the event of a material default of an obligation of Licensee, Lessor shall provide Licensee with written notice of such default and allow Licensee a reasonable period of time to cure such default. In the event Licensee fails to cure such default within a reasonable time, Lessor may terminate this License and Lessor shall be entitled to the immediate removal of and peaceful possession of the benches within the right-of-way.
7. This Agreement shall become effective on the date it is executed by the Lessor and Licensee and shall remain in effect until terminated as provided herein.
8. This Agreement shall be binding upon and inure to the benefit of the parties herein. This Agreement is not assignable by either Party. Parties to this Agreement may be contacted at the following addresses.

CITY OF BROKEN ARROW, OKLAHOMA  
220 South First Street  
P.O. Box 610  
Broken Arrow, OK 74013

Fairway Park Homeowners Association

Attn: Heather Greninger

**IN WITNESS WHEREOF**, this Agreement has been executed on the dates set forth below.

OKLAHOMA  
Corporation

# CITY OF BROKEN A ARROW, Municipal

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

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_) SS.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me, the undersigned, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

Notary Public  
My commission expires:

**ATTEST:**

**City Clerk**

**APPROVED:**

L. Gwalt  
City Attorney

Fairway Park Homeowners  
Association,

By: Heather Greninger  
Heather Greninger, President

ACKNOWLEDGMENT

STATE OF OK)  
COUNTY OF Tulsa)  
) SS.

This instrument was acknowledged before me, the undersigned, on this 25<sup>th</sup> day of  
January, 2019, by Martha H Lewis as notary of  
City of Broken Arrow

Martha H Lewis  
Notary Public  
My commission expires: 5-20-2020

(SEAL)

