

LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 20th day of February, 2024, by and between the **CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation**, Party of the First Part (hereinafter referred to as “Licensor”), and **HARVEST CHURCH BROKEN ARROW, INC.**, Party of the second part, (hereinafter referred to as “Licensee”).

WITNESSETH:

WHEREAS, Licensee is the owner/tenant of property located at 1814 South Main Street, Broken Arrow, OK; Licensor is the owner of property located at 1800 South Main Street, Broken Arrow, OK (“The Property”);

WHEREAS, Licensee desires to have additional parking to accommodate its parishioners; and

WHEREAS, Licensor has agreed to allow Licensee additional parking on its property located at 1800 South Main Street, Broken Arrow, OK, pursuant to the terms and conditions contained herein.

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 allow parking at 1800 South Main Street, Broken Arrow, OK (the “License”).

2. Said License shall be revocable by either of the parties hereto with sixty days’ written notice to the other party. It is specifically understood and agreed that said Licensee shall be granted license to utilize 108 parking spots located at 1800 South Main Street, Broken Arrow, OK each and every Sunday from 9:00 a.m. until 1:00 p.m. This License shall not apply for any other day or times.

3. Duration of this agreement shall commence for a term of (12) twelve months upon the day of execution and shall reserve the option for renewal of up to (3) three consecutive one year terms.

4. Licensee shall bear, pay and discharge any and all obligations, costs, fees or expenses incurred or charged for the Expansion during the term of the License.

5. To the extent permitted by law, Licensee shall indemnify and hold Licensor 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 maintenance or use of the improvements by Licensee, its agents, servants, employees, invitees or licensees.

6. In the event of a material default or breach of, by the Licensee of Licensee's obligation to park only on the dates and times specifically listed, then, and in that event, Licensor may terminate this License, and Licensor shall be entitled to the immediate and peaceful possession of the property.

7. This Agreement shall become effective on the date it is executed by the Licensor 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, their successors and assigns.

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

**CITY OF BROKEN ARROW, OKLAHOMA
A Municipal Corporation**

By: _____
Mayor

ATTEST:

City Clerk

APPROVED:


Deputy City Attorney

Harvest Church Broken Arrow Inc

By: _____

ATTEST:

EXHIBIT "A"

All of Block Ten (10), BROKEN ARROW HEIGHTS FOURTH ADDITION, a Resubdivision of Block 5 of Broken Arrow Heights Second Addition to Broken Arrow, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof,

LESS AND EXCEPT the Southerly 124 feet of Block Ten (10), BROKEN ARROW HEIGHTS FOURTH ADDITION, a Resubdivision of Block 5, Broken Arrow Heights Second Addition to Broken Arrow, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof, and being more particularly described as follows, to-wit:

Beginning at the Southwest corner of Block Ten (10), BROKEN ARROW HEIGHTS FOURTH ADDITION, a Resubdivision of Block 5 of Broken Arrow Heights Second Addition to Broken Arrow, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof, Thence N $0^{\circ}02'53''$ W along the Westerly line of said Block Ten (10) a distance of 124.00 feet to a point; Thence S $89^{\circ}59'31''$ E a distance of 170.80 feet to a point on the Easterly line of said Block Ten (10); Thence Southwesterly along the frontage of Block Ten (10) on a curve to the right with a central angle of $76^{\circ}55'11.2''$ having a radius of 160 feet and a length of said curve a distance of 214.80 feet to a point on the Southerly line of Block Ten (10); Then N $89^{\circ}59'31''$ W a distance of 15.00 feet along the Southerly line of Block Ten (10) to the Point of Beginning.