

**STREET AND UTILITY EASEMENT ENCROACHMENT
LICENSE AGREEMENT**

THIS STREET AND UTILITY EASEMENT ENCROACHMENT LICENSE AGREEMENT (this "**Agreement**"), made and entered into by and between the CITY OF BROKEN ARROW, a municipal corporation (the "**City**"), and SHADOW TRAILS HOMEOWNERS' ASSOCIATION, INC. (the "**Licensee**"), their respective heirs, representatives, successors and assigns.

WITNESSETH:

WHEREAS, Licensee is the record owner of that certain real property (the "**Property**") situated in Tulsa County, State of Oklahoma, to-wit:

ALL OF RESERVE "E", "SHADOW TRAILS," A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6637);

WHEREAS, the City is the conservator of those certain public streets and public utility easements situated in Tulsa County, State of Oklahoma, as further described on Exhibits 'A.1' and 'A.2', attached hereto and incorporated herein by this reference (the "**License Agreement Area**");

WHEREAS, Licensee has requested from the City a license to construct, maintain and repair private parking areas (the "**Parking**"), within the License Agreement Area, to serve a neighborhood pool and park facility on Property as further shown on a site plan identified as Exhibit 'B.1', attached hereto and incorporated herein by this reference; and

WHEREAS, the City has agreed to grant Licensee such license, subject to the terms, conditions and limitations of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration received by the parties, the sufficiency of which is hereby acknowledged, the City and Licensee agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement in their entirety.
2. **Grant of License.** The City hereby grants this license to Licensee to construct, maintain and repair the Parking within the License Agreement Area.
3. **Term.** This Agreement and the license granted herein shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

4. Termination. The license granted herein is revocable by the City in the event the City should have need of the encroached part of the License Agreement Area. Upon termination of this Agreement, and if City shall make written demand for good cause, Licensee shall remove the Parking from within the License Agreement Area and restore the property contained in the License Agreement Area, as nearly as is practical, to the state and condition of its existence prior to the installation of the Parking, ordinary wear and tear excepted.

5. Subordination. This license is subject to and subordinate to City's right to maintain, use, alter, or excavate any portion of the License Agreement Area. This license is subject to and subordinate to any rights heretofore or hereafter granted by the City to any public utility or franchise holder, to construct, install, operate, maintain, repair, or replace any utility or appurtenance thereto, or to use any portion of the License Agreement Area.

6. Expenses. It is specifically agreed that Licensee shall construct and maintain said Parking at Licensee's own sole cost and expense and at Licensee's own risk. Should removal, construction and/or excavation by the City or public utility or franchise holder become necessary, Licensee hereby agrees to hold City or public utility or franchise holder harmless for any loss or damage to the Parking. If removed or damaged as herein provided, the Licensee shall have the option, but not the obligation, to restore the Parking, at Licensee's sole cost and expense, and subject to City approval and permitting.

7. Indemnification. Licensee shall indemnify and hold the City 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 construction or maintenance of Parking, including any interference or damage to any third person or property.

8. Compliance with Law. Nothing herein shall relieve Licensee from its obligation to comply with all applicable laws and regulations and to obtain all necessary permits with respect to the Parking.

9. Binding Effect. This license, when duly recorded in the Office of the Tulsa County Clerk, shall inure to the benefit of and bind Licensee's successors in title and shall run with the land.

10. Date of Agreement. The date of this Agreement shall be the date on which it is executed by the City.

[Intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates set forth below.

"City"

CITY OF BROKEN ARROW,
a municipal corporation

By: _____
Mayor

Date: _____

Approved by the City Council of the City of Broken Arrow, Oklahoma on _____,
201__.

ATTEST:

City Clerk

APPROVED:

Ass't _____
City Attorney

"Licensee"

SHADOW TRAILS HOMEOWNERS' ASSOCIATION, INC.



Richard L. Dodson
President

Date: 12/22/17

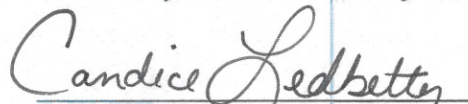
STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

THIS ACKNOWLEDGMENT FOR CORPORATIONS ONLY

In this 22 day of December, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared Richard L. Dodson, to me known to be the identical person who subscribed the name of Shadow Trails Homeowners' Association, Inc. to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: 10.15.20


Notary Public

