LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 26 day of July _____, 2018, by and between the **CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation,** Party of the First Part (hereinafter referred to as "Licensor"), and JP MORGAN CHASE BANK, N.A., Party of the second part, (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensee is the V.P., Retail Real Estate of JP Morgan Chase Bank, N.A. of Broken Arrow, located on the northeast corner of 9th Street and Hillside Drive. (the "Property");

WHEREAS, Licensee desires to construct an entrance, landscape, and maintain the Property located within the right-of-way described on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Licensor has agreed to allow Licensee to construct an entrance, landscape and maintain the property that relieves the Licensor normal maintenance 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 construct an entrance, landscape, and maintain the Property and within and upon City right-of-way at **N 9 ST E BROKEN ARROW**, Broken Arrow, Oklahoma (the "License").

2. Said License shall be irrevocable except as provided herein. It is specifically understood and agreed that said License shall be subject to the right of the Licensor to construct, operate and maintain any public utilities and/or public facilities on said right-of-way. Further, this License shall be unconditionally revocable by the City upon City's determination that use by the Licensee of the right-of-way described herein interferes with the Licensor's use of the right-of-way as a public roadway or a utility easement.

3. Licensee shall bear, pay and discharge any and all obligations, costs, fees or expenses incurred or charged for the repair, maintenance or replacement of said Improvements during the term of the License.

4. 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.

5. In the event of a material default or breach of, by the Licensee of Licensee's obligation to repair and main the improvements, then, and in that event, Licensor may terminate this License and Licensor shall be entitled to the immediate and peaceful possession of the right-of-way.

6. This Agreement shall become effective on the date it is executed by the Licensor and shall remain in effect until terminated as provided herein.

7. 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:

_____
City Attorney

JP Morgan Chase Bank, N.A.,
Joan P. Gogreve,
Vice President

By:_____

ATTEST:

_____

ATTEST:

_____

STATE OF TEXAS)
) SS.
HARRIS COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, on this 26 _____ day of July _____ 2018, personally appeared Joan P. Gogreve, to me known be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the above day and year.

_____
Notary Public

Notary Commission Number: 4-21-19

My Commission Expires:_____

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
MARSHALL F STEVENSON III
My Commission Expires
April 21, 2019

CORPORATE ACKNOWLEDGEMENT

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 _____, 2018, personally appeared HOA PRESIDENT, to me known be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year least above written.

_____
Notary Public

Notary Commission Number:_____

My Commission Expires:_____

(SEAL)