

Upon filing, please return original to:
City of Lawton, 212 SW 9th Street, Lawton, OK 73501

COUNCIL APPROVED REVOCABLE PERMIT

KNOW ALL MEN BY THESE PRESENTS

This Revocable Permit is made and entered into as of the 23rd day of April, 2024, by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter called "City") and The Board of Education of Independent School District #8, 753 NW Fort Sill Blvd, Lawton, OK 73507 (hereinafter called "Permittee").

WITNESSETH

WHEREAS, the City is the owner, for right-of-way purposes, and in possession of certain easements or rights-of-way upon or adjacent to a tract of land owned by the Permittee and addressed as 900 NW Cache Road, Lawton, Oklahoma 73507, of the City of Lawton, Comanche County, Oklahoma; and

WHEREAS, the Permittee desires to use certain parts and portions of the City's right-of-way or easement (hereinafter referred to as "Permitted Area") as more fully described in Exhibit A attached for the sole purpose of parking and maneuvering and for the construction of a fence (hereinafter referred to as "Encroachment(s)") along the south side of NW Cache Road as shown on the attached location map; and

WHEREAS, the City has determined that Permittee's use of the public right-of-way or easement will not adversely impact the repair, maintenance, installation or costs of public utilities and will not have a detrimental effect on public health and safety; and

WHEREAS, The Board of Education of Independent School District #8 is the owner of the property described below containing the easement:

A tract or parcel of land, being part of the North Half (N 1/2) of Section Thirty (30), Township Two (2) North, Range Eleven (11) West of the Indian Meridian, more particularly described as follows, to wit:

Beginning at a point 126.5 feet South, and 1325.0 feet East of the Northwest corner of said Section 30; Thence West 600.0 feet on a line parallel with the North line of Section 30; Thence South 300.0 feet on a line parallel with the West line of Section 30; Thence East 600.0 feet on a line parallel with the North line of Section 30; Thence North 300.0 feet to the point of beginning, containing 4.13 acres, more or less.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

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1. City grants and conveys to Permittee a revocable permit in order to expressly allow Permittee the use and benefit of the Permitted Area for said Encroachment(s), said part and portion being along the north property lines as related to the dedicated right-of-way of the property described above.

2. Permittee covenants and agrees that the use of the Permitted Area shall be restricted to the above listed Encroachment(s).

3. Permittee will place no additional permanent structures, encroachments or improvements in or upon the Permitted Area other than what is specifically listed above.

4. Permittee upon 24-hours notice from the City or any franchised utility company shall remove the Encroachment(s) to allow utility service. Should the Permittee fail to remove the Encroachment(s) after proper notice, the City or any franchise utility company shall remove the Encroachment(s), and the costs for removal shall be reimbursed to the appropriate party within 30 days. In emergency situations, no notice shall be required.

5. Permittee shall hold the City harmless and release the City from any and all claims, damages, and liabilities which may arise from any act of the City, its employees, its agents or any franchised utility company in excavating any or all portions of the Permitted Area for the purpose of constructing, maintaining, repairing or replacing any of the utilities located or to be located underneath or on the permitted property. The City, its employees, its agents or any franchised utility company shall be required to only fill or backfill any excavation in the Permitted Area. It is specifically understood that Permittee shall repair or replace any damage or injury to the Permitted Area and its facilities caused by the City's or utility company's excavation.

6. Permittee agrees to maintain the Encroachment(s) in a first class, proper, workmanlike and safe manner with an attractive appearance and further agrees to forever defend, protect and save harmless the City from any damages, attorney fees, claims or causes of action of any nature whatsoever arising out of the Encroachment(s) being permitted in the City right-of-way or easement.

7. It is mutually agreed and understood between the City and Permittee or any subsequent holder of this permit that this Revocable Permit may be revoked or canceled by the City at any time by giving notice in writing to the holder of this permit of its intention to do so. Permittee or subsequent holder of this permit, in the event of revocation, shall remove the Encroachment(s) and restore the Permitted Area to its original condition at holder's expense. Failure on the part of the Permittee to remove the Encroachment(s) upon written notice shall authorize the City to remove the Encroachment(s) with the expenses of doing so being assessed against the Permittee or subsequent holder of this permit.

8. Unless and until revoked or transferred, this Revocable Permit, described herein, is and shall be for the sole use and benefit of the Permittee or subsequent holder of this permit.

9. Permittee may transfer this permit to the owner in fee of the real property described herein. The transferee shall be bound by all of the terms and conditions described and set out herein. The original transferee may further transfer this permit to a subsequent purchaser in fee of the property as may subsequent purchasers.

10. This permit and its duties and obligations and the regulations of the City of Lawton shall run with the land for so long as there exists an Encroachment(s) on the City's right-of-way or easement.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing instrument to be duly executed the day and year first above written.

CITY OF LAWTON, OKLAHOMA
a municipal corporation

BY _____
STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton this _____ day of _____, 2024.

Timothy Wilson, Acting City Attorney

EXHIBIT A

The Permitted Area shall be described as the North 33.06 feet of a tract of land more particularly described as a tract or parcel of land, being part of the North Half (N/2) of Section Thirty (30), Township Two (2) North, Range Eleven (11) West of the Indian Meridian, more particularly described as follows, to wit:

Beginning at a point 126.5 feet South, and 1325.0 feet East of the Northwest corner of said Section 30; Thence West 600.0 feet on a line parallel with the North line of Section 30; Thence South 300.0 feet on a line parallel with the West line of Section 30; Thence East 600.0 feet on a line parallel with the North line of Section 30; Thence North 300.0 feet to the point of beginning, containing 4.13 acres, more or less.