

REVOCABLE PERMIT

KNOW ALL MEN BY THESE PRESENTS

This Revocable Permit made and entered as of the 8th day of June, 2021, by and between the City of Lawton, Oklahoma, a municipal corporation (hereinafter called "City") and Bethlehem Baptist Church of 602 NW Arlington Avenue, Lawton, OK 73507, (hereinafter called "Permittee").

WITNESSETH

WHEREAS, the City has certain easements and rights-of-way for street and utility purposes and is in possession of right-of-way for NW 6th Street and NW Arlington Avenue which is adjacent to land owned by the Permittee; and

WHEREAS, the Permittee owns certain real property addressed as 516 NW Arlington Avenue and legally described as follows:

Lot Eight (8), Block Sixty-one (61), NORTH ADDITION, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

WHEREAS, the Permittee desires to use 13 feet of the right-of-way along NW 6th Street and 7 feet of right-of-way along NW Arlington Avenue for the purpose of parking and maneuvering of vehicles as depicted on Exhibit A; and

WHEREAS, the Lawton City Council has determined that the Permittee's use of the City's right-of-way 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 is in the public interest.

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

1. City grants and conveys to Permittee a revocable permit in order to expressly allow Permittee the use and benefit of the City's right-of-way for the purpose of parking and maneuvering of vehicles as shown on Exhibit A.
2. Permittee covenants and agrees that the use of the permitted area shall be restricted to the use of parking and maneuvering of vehicles.
3. Permittee covenants and agrees that the construction and installation of the parking and maneuvering area will meet all requirements of the Lawton City Code, 2015.
4. Permittee will place no additional permanent structures, encroachments or improvements in or upon the permitted property; other than for parking and maneuvering of vehicles.

5. Permittee, upon 24-hours notice from the City or any franchised utility company, shall remove the encroachment to allow utility service. Should the Permittee fail to remove the encroachment after proper notice the City or any franchise utility company shall remove the encroachment and the costs for removal shall be reimbursed to the appropriate party within 30 days after the invoice of the removal costs is mailed to the Permittee. In emergency situations, no notice shall be required.

6. Permittee shall hold the City harmless and release the City from any and all damages to Permittee's improvements and/or encroachments left in the area defined in Section 1 which may arise from the act of the City, its employees, its agents, or any public utility company or franchisee in excavating any portion of the area defined in Section 1 for the purpose of constructing, maintaining, repairing, or replacing any utilities located or to be located underneath or on the area described in Section 1.

7. Permittee agrees to maintain the parking and maneuvering area in a first class, proper, workman-like and safe manner, with an attractive appearance, and further agrees to defend, protect and save harmless the City from any damages, attorney fees, claims or causes of action of any nature whatsoever arising on the permitted area.

8. It is mutually agreed and understood between the City and Permittee that the Revocable Permit may be revoked or canceled by the City at any time by giving of notice in writing to the Permittee of its intention to do so. The Permittee, in the event of revocation, shall cease the use of parking and maneuvering on the permitted area and restore the permitted areas to its original condition at the Permittee's expense. Failure on the part of the Permittee to cease the use of the permitted areas upon written notice shall result in the City's legal action to cause cessation of the use of the permitted area by the Permittee.

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

10. Permittee may transfer this permit to the owner in fee of the real property described on Exhibit A. The transferee shall be bound by all 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 any subsequent purchasers.

11. This permit and its duties and obligations and the regulations of the City of Lawton shall run with the land or so long as there exists an encroachment on the City's right-of-way.

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:

TRACI HUSHBECK, CITY CLERK

BETHLEHEM BAPTIST CHURCH

BY LEONARD ROBERTSON, CHAIRMAN
"Permittee"

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2021, personally appeared LEONARD ROBERTSON, known to me to be the identical person who executed the within and foregoing instrument, who acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

SEAL

NOTARY PUBLIC

My Commission Expires: _____ Commission Number _____

APPROVED as to form and legality on behalf of the City of Lawton only, on the _____ day of _____, 2021.

JOHN RATLIFF, CITY ATTORNEY

[illegible]

Total Proposed Parking Spaces = 22

L.S. = Landscape