

**REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT**

THIS REVOCABLE LICENSE AND AGREEMENT (“License”) is hereby issued as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by THE CITY OF NORMAN, OKLAHOMA, A Municipal Corporation, (“City”), to NOUN Hotel, LLC (“Licensee”).

**RECITALS**

WHEREFORE, Licensee has submitted a request and supporting materials and information to the City to support its request to utilize right-of-way located on east side of its property, which fronts University Boulevard.

WHEREFORE, within said right-of-way, the Licensee proposes the installation and continued maintenance of vegetation and irrigation, removable art and aesthetic items (namely a full-sized Schooner), and removable tables and seating, as further demonstrated herein.

WHEREFORE, the City and Licensee wish to enter into an agreement whereby Licensed Improvements (as defined below) may be placed by Licensee within the Premises (as defined below) subject to certain limitations and conditions.

**LICENSE AND AGREEMENT**

WITNESSETH, the parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. **Premises and Licensed Improvements.** City hereby permits Licensee, subject to the rights and easements hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, to use the following described land situated in Norman, Cleveland County, State of Oklahoma, as located at 542 S University in Norman, Oklahoma and further exhibited on the attached **Exhibit A** made a part hereof (“Premises”), for a term beginning on \_\_\_\_\_, 2024 and ending when this License shall be terminated as hereafter provided. This License is issued solely for the purpose of the installation and maintenance of vegetation and irrigation, removable art and aesthetic items (namely a full-sized Schooner), and removable tables and seating, in the areas as further demonstrated in those documents attached collectively as **Exhibit B** (collectively the “Licensed Improvements”).

Particularly, the Schooner has been installed in the location shown, and attached by the means demonstrated in the pictures shown within Exhibit B. Additionally, the aerial depiction of the Premises in Exhibit B demonstrates the required clear sidewalk path, in which path no structures, temporary or permanent, may be placed, as this path is to be kept clear and safe for pedestrian access at all times. Further, Exhibit demonstrates the vegetation and irrigation as installed. Finally, in all remaining open areas demonstrated within Exhibit B, the Licensee shall place tables and seating in a manner complying with City regulations, and as demonstrated within the Exhibit B.

The Licensee may not make any improvements on the Premises that are unrelated to or not necessitated by the Licensed Improvements, and the Licensed Improvements are only permitted to the extent they are compliant with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law. The Licensee may not use the Premises for any other purpose under the terms of this License and Agreement.

2. **License Subject to City Use.** City hereby excepts and reserves the right, to be exercised by City and by any others who have obtained or may obtain permission or authority from City so to do, (a) to operate, maintain, renew and relocate any and all existing utilities, pipe, power, and communication lines and appurtenances and other facilities, including street infrastructure, of like character upon, over, or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities and street infrastructure of the same character. City shall incur no liability to Licensee for any damages to the Licensed Improvements or the Premises that may occur during the operation, maintenance, renewal, relocation of any or all existing street infrastructure, utilities, pipes, power or communication lines, appurtenances, or facilities, and in all instances it shall remain the responsibility of Licensee to ensure that the Licensed Improvements are repaired or replaced, or otherwise remain complaint with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law.

3. **License Fee.** Licensee shall pay to City for the use of the Premises as follows: FOUR THOUSAND TWO HUNDRED AND FIFTY and 00/100 Dollars (\$4,250.00) per year payable in advance without demand. This fee is due and owing on or before the date this License is issued and thereafter shall be payable on or before the first day of each annual anniversary of such date thereafter. If the fee remains unpaid for thirty days after payment is due, the penalty shall be equal to 10% of the annual amount due for each month that the fee remains unpaid. Upon termination by either party pursuant to this agreement, any non-vested portion of the annual fee paid in advance by Licensee will be refunded, on a pro-rata basis, to Licensee by City.

4. **No Alteration to the Licensed Improvements.** Licensee shall use the Premises exclusively for the Licensed Improvements as shown in Exhibit B. Prior to installation of any item comprising the Licensed Improvements (or prior to any subsequent repairs to the same), sufficient information, plans and/or drawings must be submitted to and approved by the City of Norman Public Works Department. Any deviation from the approved plans may be grounds for revocation of this License.

5. **City Right to Inspect.** Licensee shall allow City to enter upon the Premises at reasonable times for the purpose of inspection. Should Licensee not comply fully with the above-stated obligations of this section, notwithstanding anything contained in the termination for cause section hereof, City may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Any waiver by City of any breach of Licensee's obligations shall not constitute a waiver of the right to terminate this Lease for any subsequent or continued breach which may occur, or to enforce any other provision of this License. Upon termination, Licensee shall be governed by Section 13 of this License regarding Licensee's surrender of possession of the Premises. Any termination of the License herein will not serve to terminate any other obligations by Licensee under this Agreement.

6. **Licensee's Duty to Maintain.** Licensee shall keep and maintain the Premises and Licensed Improvements in such safe, sanitary and sightly condition as shall be satisfactory to City, and otherwise in compliance with applicable submittals and regulations relating to the use proposed in this License and Agreement. Licensee shall ensure that irrigation infrastructure remains operational and in good working order for the duration of license. Licensee shall further ensure that all vegetation placed on the Premises shall be maintained in good condition, and replaced as necessary as reasonably necessary to maintain a satisfactory aesthetic appearance for the Premises. If Licensee fails or refuses

within fifteen (15) days after receipt of any request by City to meet its obligations under this paragraph, City may, at its option, perform such work, and in such event, Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. City may also, at its option, provide Licensee five (5) days' notice of termination of this License upon Licensee's failures pursuant to this Section.

7. **No Liens on Premises.** Licensee shall promptly pay any contractors hired for installation, repair or maintenance of the Licensed Improvements, and shall not permit or allow the placement of any lien upon the Premises. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Licensee on the Premises, and City is hereby authorized to post any notices or take any other action with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of City to take any such action shall not relieve Licensee of any obligation or liability under this or any other paragraph hereof.

8. **Indemnification by Licensee.** Licensee shall indemnify, defend and hold harmless City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever kind and nature, including but not limited to those arising under the Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of use of, damage to or destruction of property, including the loss of use thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees (hereafter "Loss and Damage"):

(a) Arising out of, or directly or indirectly due to, any failure by Licensee to satisfy, promptly and faithfully, its obligations under this License;

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss of use thereof and lost profits, resulting from the use, occupancy or condition of the Premises and Improvements by Licensee, its employees, invitees and licensees; and

(c) Arising out of any mechanic's lien or other lien, tax, assessment or charge of any and every nature that may at any time be established against the Premises or the Improvements, or any part thereof, as a consequence, direct or indirect, of the existence of Licensee's interest under this License.

No settlement by Licensee for Loss and Damage shall affect City's right to indemnity, contribution or defense under this agreement.

Upon written notice from City, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or to save and hold harmless the City. Licensee shall pay the entire costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law,

in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

Licensee hereby covenants and assures the City that Licensee has obtained all necessary approvals from any third party for installation and maintenance of the Licensed Improvements, and to enter into the License and Agreement terms as set forth herein. To the extent Licensee has failed to do so, or is subject to any such claim, Licensee shall defend, indemnify and hold harmless the City in conformance with the language above.

9. **Licensee Insurance.** Licensee shall maintain commercial general liability insurance and Workers' Compensation Insurance (as applicable) and shall provide the City with evidence thereof, such evidence to be continually updated by Licensee upon renewal. Any commercial general liability policy shall have minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, and no less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) in coverage for damages to the property, including the Premises and Licensed Improvements. Said policy shall name the City of Norman as an additional insured for the purposes of the Premises and Licensed Improvements.

10. **No Liability to Licensee.** In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, City shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any fee paid hereunder, except the proportionate part of any fee paid in advance. City shall further not be liable to Licensee in any way relating to the actions or decisions of third parties.

11. **Other Termination Rights.**

(a) If any fee shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Licensee herein contained, or in the case of any assignment or transfer of this License by operation of law, City may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee; but any waiver by City of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults.

(b) This License may be terminated for any reason at any time by either party by serving thirty (30) days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice, this License and all rights of Licensee hereunder shall absolutely cease and terminate.

(c) City retains the ability to revoke this License to address any City need reasonably originating from the City's right to ensure the public's health, safety and general welfare. In such case as this provision is invoked, the City shall provide thirty (30) calendar days' notice to Licensee.

12. **Notices.** Any notice to be given by City to Licensee hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to Licensee at:

NOUN Hotel, LLC  
Attn: Scott Lambert, Manager  
542 S University  
Norman, OK 73069

Any notice to be given hereunder by Licensee to City shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to:

The City of Norman  
Attn: Office of the City Clerk  
P.O. Box 370  
Norman, OK 73070

13. **Termination Procedures, Requirements, Remedies and Rights.**

(a) Upon the termination of this License in any manner herein provided, Licensee shall forthwith surrender to City the possession of the Premises and shall, at its own cost, remove the Licensed Improvements and shall complete construction or otherwise restore the structures to which the Licensed Improvements were attached in conformance with applicable approvals and code provisions.

(b) In the case Licensee shall fail within thirty (30) days after the date of such termination to perform such construction or restoration, then City may, at its election to be exercised within thirty (30) days thereafter, remove the Licensed Improvements and perform such construction or restoration in conformance with applicable approvals and code provisions, and in such event Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. If the Licensee fails to remove the Licensed Improvements, and the City is required to remove the Licensed Improvements, the City may take and hold the Licensed Improvements as its sole property.

(c) If Licensee fails to surrender to City the Premises, upon any termination of this License, all the liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Improvements are removed and the Premises restored or City elects to take and hold the Improvements as its sole property as hereinabove provided.

(d) Upon termination of this License, Licensee further agrees and covenants that it will, at its own cost, perform any construction or restoration in conformance with the applicable Code of Ordinances of the City of Norman.

14. **Assignment or Transfer by Licensee.** Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Revocable License and Agreement or any interest herein, without the written consent and approval in each instance of City.

15. **Successors Bound.** All the covenants and agreements of Licensee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Licensee and shall inure to the benefit of the successors and assigns of City.

IN WITNESS WHEREOF, this License has been duly executed in duplicate by the parties hereto as of the date and year first above written.

LICENSEE:  
NOUN Hotel, LLC

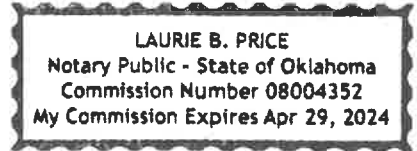
By: Scott Lambert  
Scott Lambert/Manager

STATE OF OKLAHOMA )  
COUNTY OF ~~CLEVELAND~~ ) SS:  
Tulsa

Before me, the undersigned, a Notary Public in and for said County and State, on this 12<sup>th</sup> day of February, 2024, personally appeared **Scott Lambert**, known to me known to be the **Manager** of **NOUN Hotel, LLC** executed the same License and Agreement as their free and voluntary act.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 4-29-2024 Notary Public:  
Laurie B. Price



CITY:

APPROVED by the Norman City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

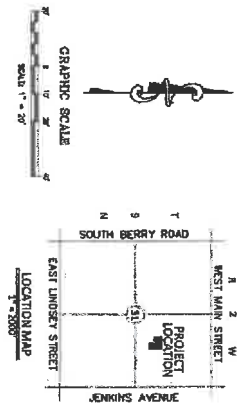
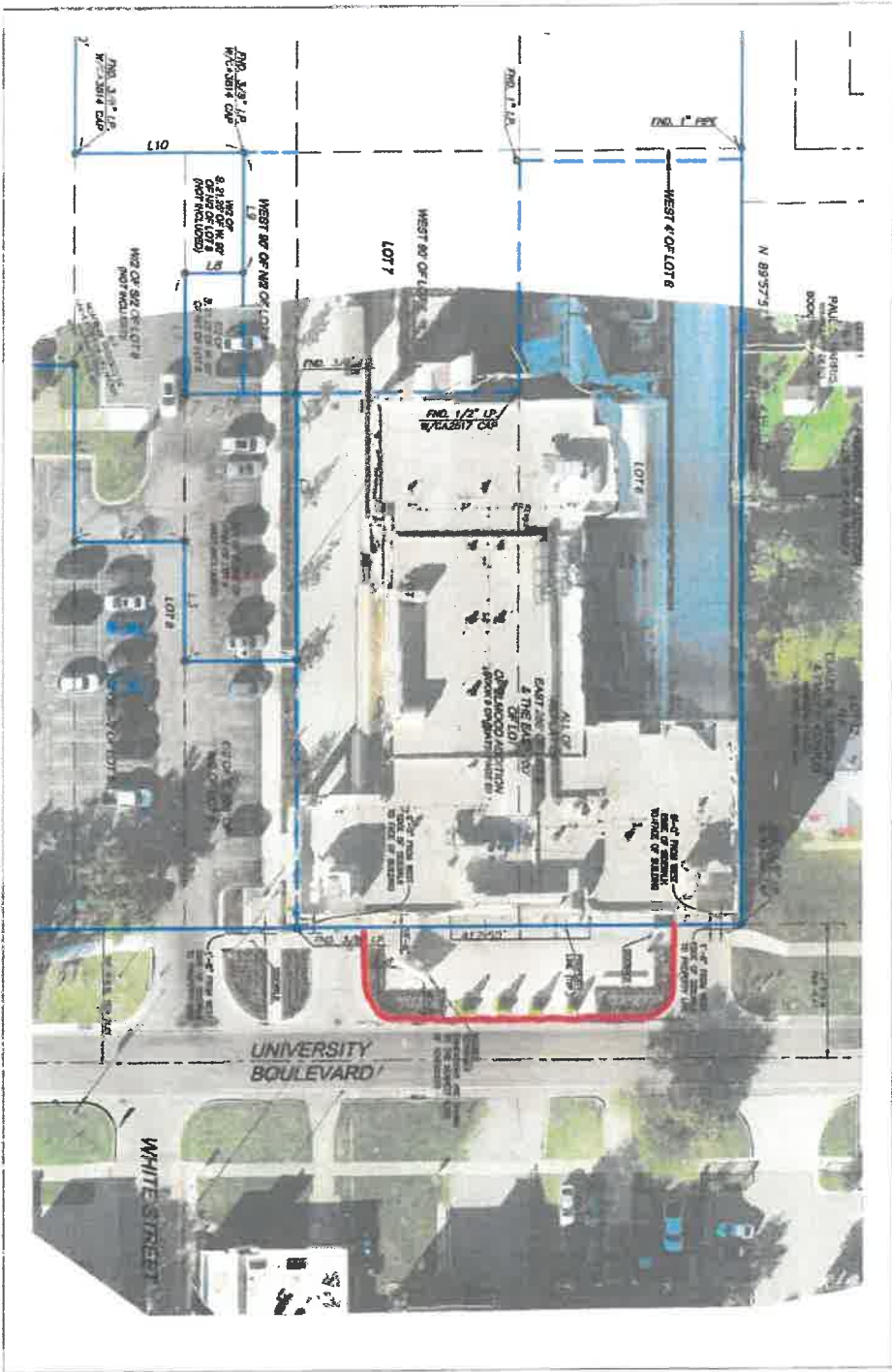
APPROVED as to legality and form this 21 day of February, 2024.

Clinette Luchala  
City Attorney's Office



**Exhibit A**





**SMC**  
 SOUTHERN METRO CONSULTANTS  
 1000 N. UNIVERSITY AVENUE, SUITE 100  
 NORMAN, OKLAHOMA 73069  
 PHONE: 405.326.1100  
 FAX: 405.326.1101  
 WWW.SMCOKLAHOMA.COM

**SITE PLAN EXHIBIT**  
**EXHIBIT 1**

**THE NOUN BOUTIQUE HOTEL**

**CAMPUS CORNER**  
**643 SOUTH UNIVERSITY BOULEVARD**  
**NORMAN, OKLAHOMA**

NO. 1/2" D. VARIETY CIP

WEST 1/4 OF LOT 8

WEST 1/4 OF LOT 7

WEST 1/4 OF LOT 6

WEST 1/4 OF LOT 5

WEST 1/4 OF LOT 4

WEST 1/4 OF LOT 3

WEST 1/4 OF LOT 2

WEST 1/4 OF LOT 1

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

UNIVERSITY BOULEVARD

WHITE STREET

JENKINS AVENUE

SOUTH BERRY ROAD

EAST LINDSEY STREET

WEST MAIN STREET

PROJECT LOCATION

LOCATION MAP  
 1" = 200'

GRAPHIC SCALE  
 1" = 20'

NO. 1/2" D. VARIETY CIP

WEST 1/4 OF LOT 8

WEST 1/4 OF LOT 7

WEST 1/4 OF LOT 6

WEST 1/4 OF LOT 5

WEST 1/4 OF LOT 4

WEST 1/4 OF LOT 3

WEST 1/4 OF LOT 2

WEST 1/4 OF LOT 1

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

UNIVERSITY BOULEVARD

WHITE STREET

JENKINS AVENUE

SOUTH BERRY ROAD

EAST LINDSEY STREET

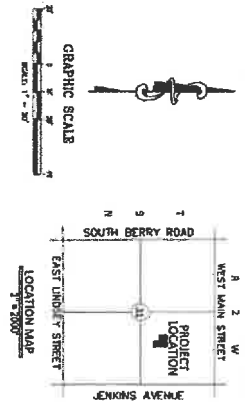
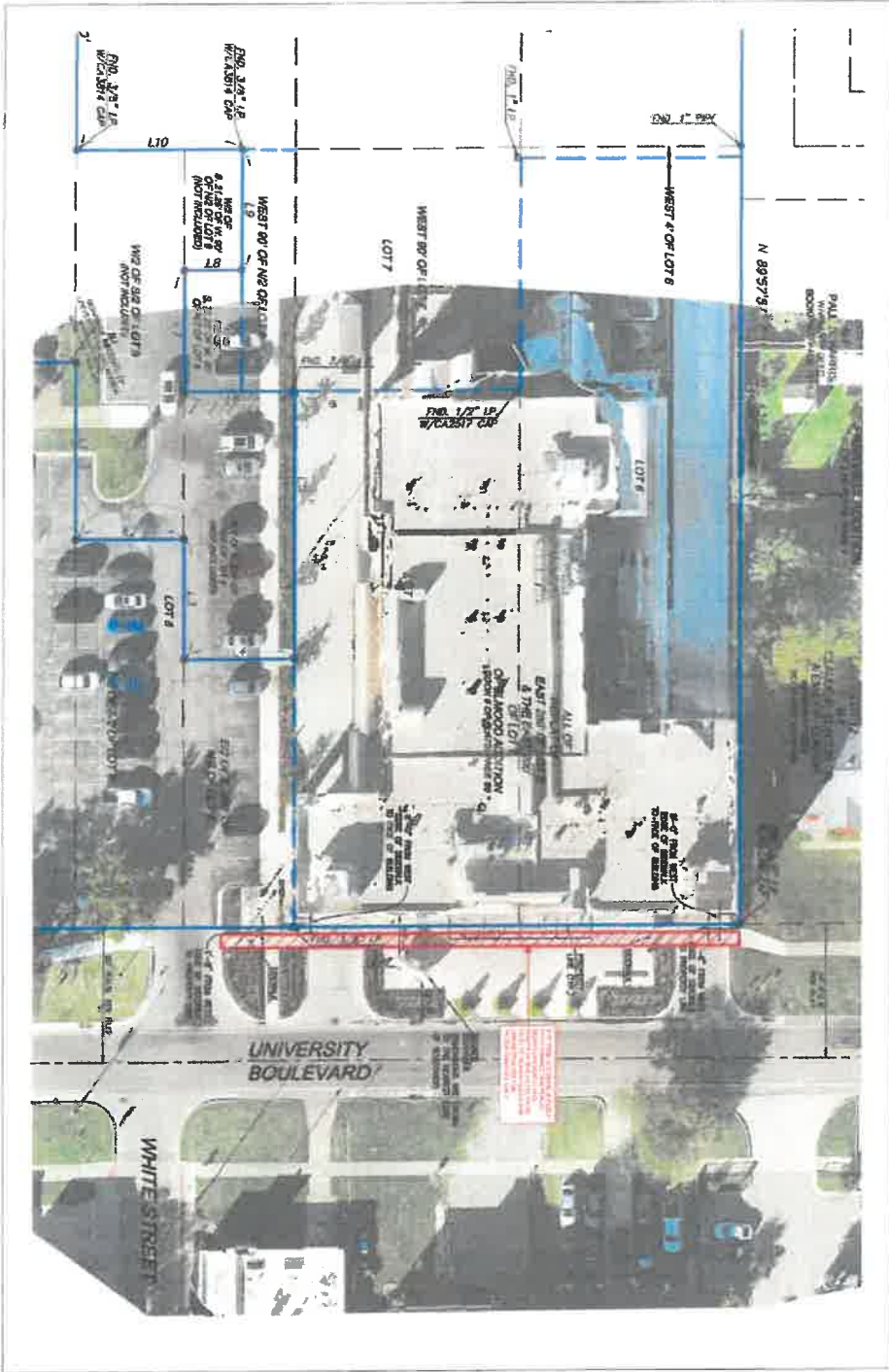
WEST MAIN STREET

PROJECT LOCATION

LOCATION MAP  
 1" = 200'

GRAPHIC SCALE  
 1" = 20'

**Exhibit B**



<p>DATE: 08/14/2018          TIME: 10:00 AM          DRAWN BY: [Name]          CHECKED BY: [Name]</p>	<p><b>THE NOON BOUTIQUE HOTEL</b></p> <p><b>CAMPUS CORNER</b>  <b>642 SOUTH UNIVERSITY BOULEVARD</b>  <b>NORMAN, OKLAHOMA</b></p>	<p><b>SMC</b></p> <p>Site Plan          11/15/18          11/15/18          11/15/18</p> <p>SEE PLAN SHEET  <b>EXHIBIT 1</b></p>
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attan

on

... HAS BEEN REVIEWED FOR GENERAL COMPLIANCE  
ANS AND SPECIFICATIONS. THIS REVIEW AND THE  
INDICATED BELOW DOES NOT RELIEVE SUBCONTRACTOR/  
OF ANY CONTRACTUAL RESPONSIBILITIES, INCLUDING THE  
FURNISHING OF ALL ITEMS REQUIRED BY THE DOCUMENTS AND THE  
CONFIRMATION OF ALL QUANTITIES AND DIMENSIONS.

DATE: 04/01/2022

BY: HMcGee

NO EXCEPTIONS

REVISE AND RESUBMIT

EXCEPTIONS NOTED

REJECTED

SUB. No. 32 84 23 Underground Sprinklers Shop Drawing  
REVISED

### Submittal Review

- Approved
- Approved as Noted
- Rejected-Resubmit
- Revise and Resubmit
- Submit Specified Item
- Submittal Not Required

Review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawing during review do not relieve Contractor from the requirements of the Contract Documents. Approval of a specific item is not an approval of an assembly of which the item is a component. Contractor is responsible for dimensions to be confirmed and correlated at the jobsite; information that pertains to the fabrication process, or to the means, methods, techniques, sequences and procedures of construction; coordination of the work of all trades, and for the safe and satisfactory performance of all work.  
GH2 ARCHITECTS, LLC

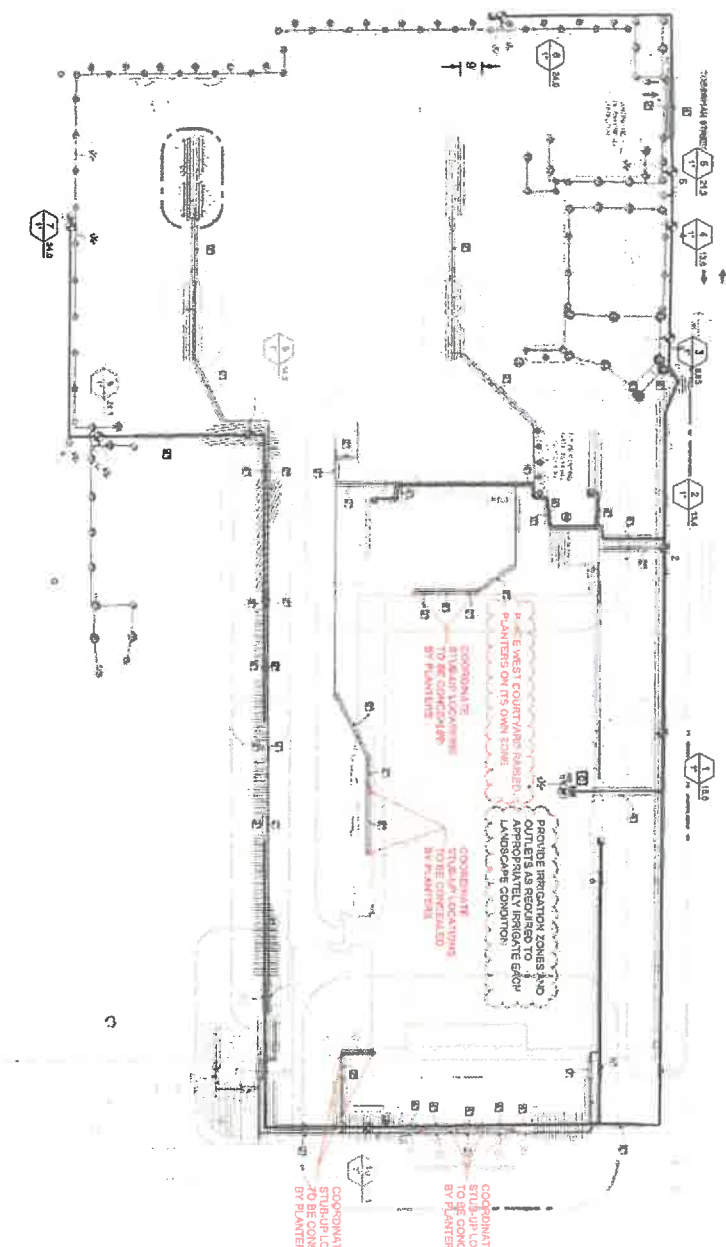
By: nspriggs

Date: 06/21/2022

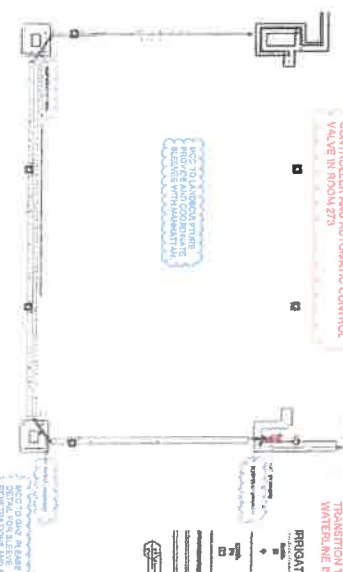
THIS SUBMITTA  
WITH THE PL  
RESPONSE E  
SUPPLIER  
FINISH  
construct  
Submit

SCALE: 1" = 20' - 0"

0' 10' 20' 40'



# BALCONY PLANTING PLAN



## IRRIGATION SCHEDULE PLANNER

Zone	Area	Planting	Notes
1	100 sq ft	Flowers	...
2	200 sq ft	Shrubs	...
3	300 sq ft	Trees	...

## CRITICAL ANALYSIS

Item	Description	Value
1	Zone 1	100 sq ft
2	Zone 2	200 sq ft
3	Zone 3	300 sq ft

## IRRIGATION SCHEDULE

Zone	Area	Planting	Notes
1	100 sq ft	Flowers	...
2	200 sq ft	Shrubs	...
3	300 sq ft	Trees	...

## IRRIGATION NOTES

1. Irrigation system shall be installed in accordance with the following notes.
2. All irrigation components shall be installed in accordance with the manufacturer's instructions.
3. The system shall be designed to provide adequate water to all plants.
4. All irrigation components shall be installed in accordance with the manufacturer's instructions.
5. The system shall be designed to provide adequate water to all plants.
6. All irrigation components shall be installed in accordance with the manufacturer's instructions.
7. The system shall be designed to provide adequate water to all plants.
8. All irrigation components shall be installed in accordance with the manufacturer's instructions.
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10. All irrigation components shall be installed in accordance with the manufacturer's instructions.
11. The system shall be designed to provide adequate water to all plants.
12. All irrigation components shall be installed in accordance with the manufacturer's instructions.
13. The system shall be designed to provide adequate water to all plants.
14. All irrigation components shall be installed in accordance with the manufacturer's instructions.



Project Name: **NOON BOUTIQUE HOTEL**  
 1000 BOUTIQUE HOTEL  
 NORMAN, OK 73069

Client Name: **SiteOne**

Design Date: **04/22/21**  
 Design By: **Ryan Burdette**

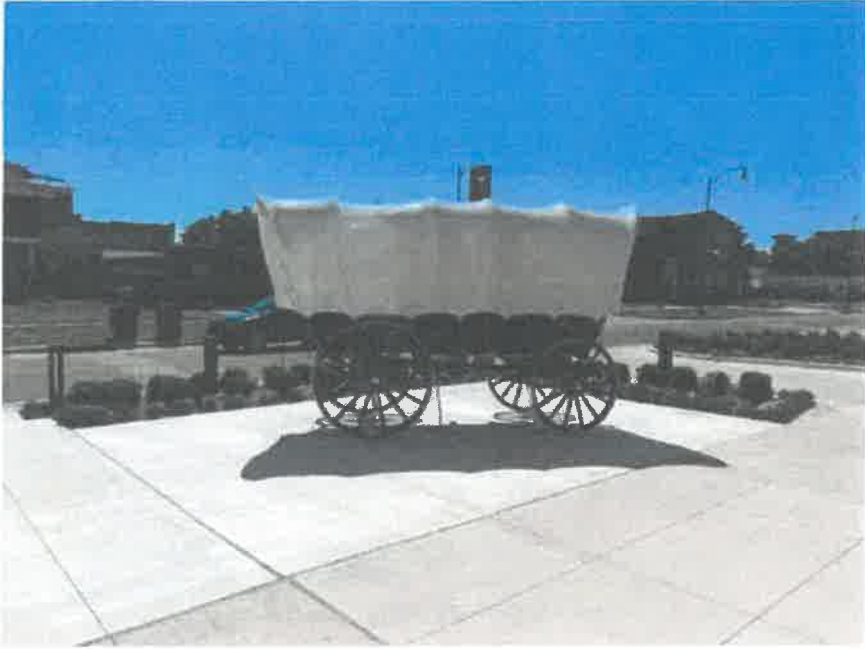
Revision	Description
1	Initial Design
2	Revised Design
3	Final Design

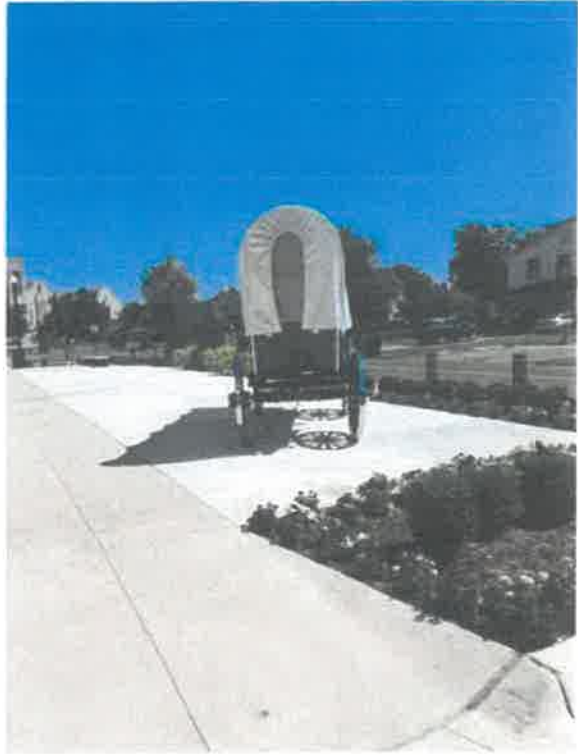
Drawing Title: **Irrigation Plan**

Drawing Scale: **1" = 20'**

Sheet Number: **IR-1**









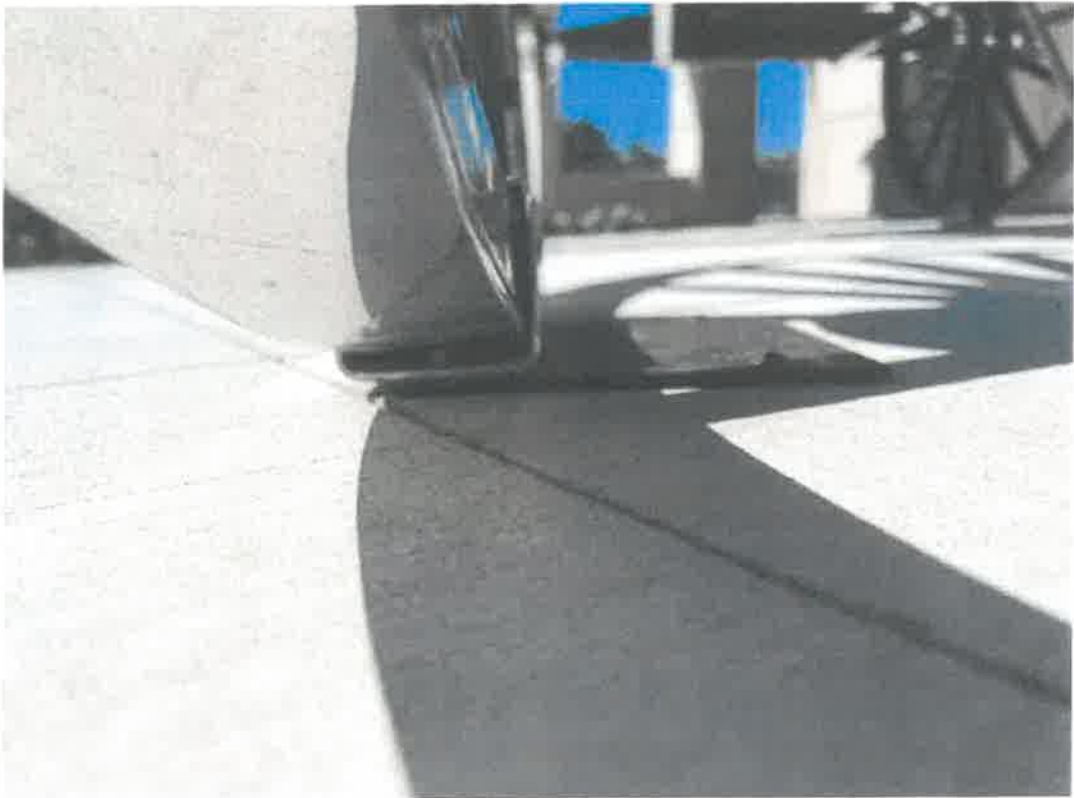
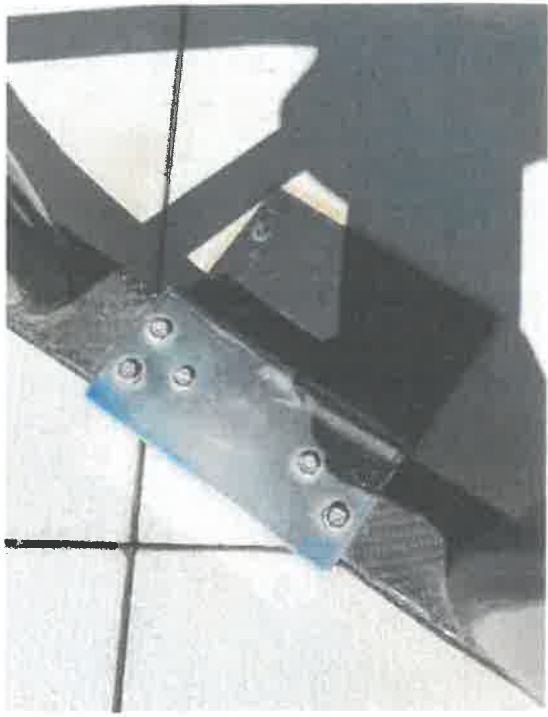






Exhibit B:

Table and Chair Placement

