

RIGHT-OF-WAY LICENSE AND AGREEMENT

THIS RIGHT-OF-WAY LICENSE (“License”) is hereby issued as of the ____ day of _____, 202__, by THE CITY OF NORMAN, OKLAHOMA, A Municipal Corporation, (“City”), to The Meating Place, LLC (“Licensee”).

RECITALS

WHEREFORE, Licensee has submitted an application and supporting materials and information to the City to support its request to utilize right-of-way immediately abutting a parcel of property at the following address: 121 E. Main Street, Norman, OK 73069.

WHEREFORE, the design demonstrated elements, an outdoor seating and customer patronage area fully barricaded from nearby traffic activity according to City-approved standards and regulations, and located on the Premises (as defined below).

WHEREFORE, the City and Licensee wish to enter into an agreement whereby Licensed Improvements (as defined below) may be placed by Licensee within the public right-of-way 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 exhibited and described on the attached “Exhibit A” made a part hereof (“Premises”), for a term beginning on May 24, 2022 and ending November 23, 2022 or when this License shall otherwise be terminated as hereafter provided. This License is issued solely for the purpose of placing a barricaded outdoor seating and customer patronage area, in substantial compliance with the scaled site plan attached as “Exhibit B,” and detailed dimensional drawings and material descriptions attached collectively as “Exhibit C” which shall be installed and maintained according to the provisions set forth herein (collectively the “Licensed Improvements”). The Licensee may not make any improvements on the Premises that are unrelated to or not necessitated by the purposes set forth for the Licensed Improvements in this License and Agreement. 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 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 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 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 remain compliant with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law. However, City shall provide no less than fourteen (14) calendar days' notice to Licensee, unless emergency circumstances dictate otherwise, for any construction, repair, or improvements that will affect Licensee's rights under this License and Agreement.

3. **Annual License Fee.** Licensee shall pay to City for the use of the Premises as follows: THREE HUNDRED and NO/100 Dollars (\$300.00) 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. **Altering the Licensed Improvements.** Prior to altering any portion of the Licensed Improvements, and prior to installation of any item within the Premises that is not already identified as a part of the Licensed Improvements, engineered plans and/or drawings must be submitted to and approved by the City of Norman Public Works Department. Upon recommendation of necessary City Personnel, and in the sole discretion of the City Manager or its designee, said alterations may be approved on a case-by-case basis. Upon discretion and advice of the City Attorney, the City Manager or its designee may also determine that Licensee must seek a new License and Agreement to pursue the proposed alternations. 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, 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 and Agreement 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. If Licensee fails or refuses within fifteen (15) days after receipt of any request by City so to perform repair or maintenance of the Premises or Licensed Improvements, 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"):

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

(2) 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

(3) 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 Lease.

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.

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 (\$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 decision 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 The Meating Place, LLC, Attn: P.J. Taylor, 121 E. Main Street, Norman, Oklahoma 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 Office of the City Clerk, P.O. Box 370, Norman, Oklahoma 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, excepting any barricade equipment which shall be addressed separately, 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 of barricade equipment, Licensee shall be obligated to work with the City to coordinate the removal of barricades between thirty (30) and sixty (60) days following termination of the License, or such other time period for removal which may be mutually agreed to by the parties.

c. 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.

d. 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.

e. Upon termination of this License by the City, 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, including but not limited to the Center City Form Based Code set forth in Section 22-429.7 of the Norman City Code.

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 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:
The Meating Place, LLC

By: 
Signatory Name, Title

ATTEST:

Corporate Secretary

CITY:
APPROVED by the Norman City Council this _____ day of _____, 2022.

By: _____
MAYOR

ATTEST:

City Clerk

APPROVED as to legality and form this 19 day of May, 2022.


City Attorney



Cleveland County Oklahoma Assessor's Office

Account #: 23704 / Parcel ID: NC29AAAOT 5
11001
121 E MAIN ST

CURRENT 121 E MAIN STREET, LLC
123 E Main ST, Ste 200
Norman OK 73069-1302

Current Market Value
\$387,800

KEY INFORMATION

Tax Year	2022		
Land Size	0.0800	Land Units	AC
Class	Urban Commer	School District	NORMAN CITY 29
Section	30	Township	9
Range	2W	Neighborhood	COMMERCIAL
Legal Description	NORMAN OT LOT 11 BLK 5		
Mailing Address	121 E MAIN STREET, LLC, 123 E Main ST, Ste 200, Norman, 73069-1302, 73069-1302		

ASSESSMENT DETAILS

Market Value	\$387,800
Taxable Value	\$370,440
Land Value	\$70,000
Gross Assessed Value	\$44,452
Adjustments	\$0
Net Assessed Value	\$44,452
View Taxes for R0023704	

RESIDENTIAL

RESIDENTIAL BUILDING (1)

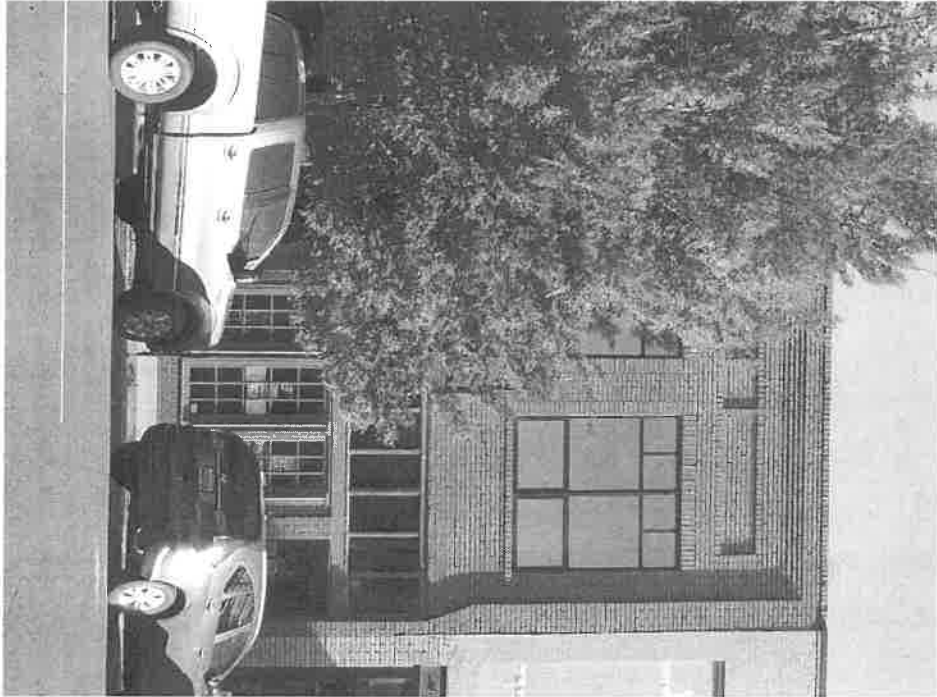
Type	0353	Description	Retail Store	Quality	Average
Stories	1.0	Condition	Good	Year Built	1920
Interior	-	Exterior Walls		Full Baths	0
Additional Full Bath	0	Half Baths	0	Three Quarter Baths	0
Total Bathrooms	0.00	Roof Type	Flat	Bedrooms	0
Roof Cover	DuroLast	Foundation	Concrete Slab	Floor Cover	-
Cooling	Package Unit	Total Finished Area	6,300		

SALES

SALE DATE	SALE PRICE	DEED BOOK	DEED PAGE	GRANTOR	GRANTEE	DEED TYPE
02/17/2009	\$0	4579	639	CLINTON, GARY	121 E MAIN STREET, LLC	QCDF
03/12/2007	\$390,000	4309	1399	1958, LLC	CLINTON, GARY	WD
02/23/2007	\$331,500	4302	1083	1958, LLC -1/2 UND INT CALONKEY, JULIA ISABEL-TR-1/2 INT CA	1958, LLC	-
01/04/2007	\$0	4289	541	CALONKEY TRUST-UND 1/2 INT	1958, LLC -1/2 UND INT	WDN
03/01/1987	\$0	2001	713	SELLER	BUYER	WD

LAND

UNIT CODE	DESCRIPTION	USE CODE	ACRES / LOTS	USE VALUE
SF	Square Feet	Commercial	3500.00	\$70,000



City of Norman WebMap



5/18/2022, 12:11:24 PM

Override 1

OU

Park

Lake Thunderbird

Railroad

Streets

Centerline Labels (10,000+)

AerialPhoto2021

Red: Band_1

Green: Band_2

Blue: Band_3

1:54

0 0.1 0.2

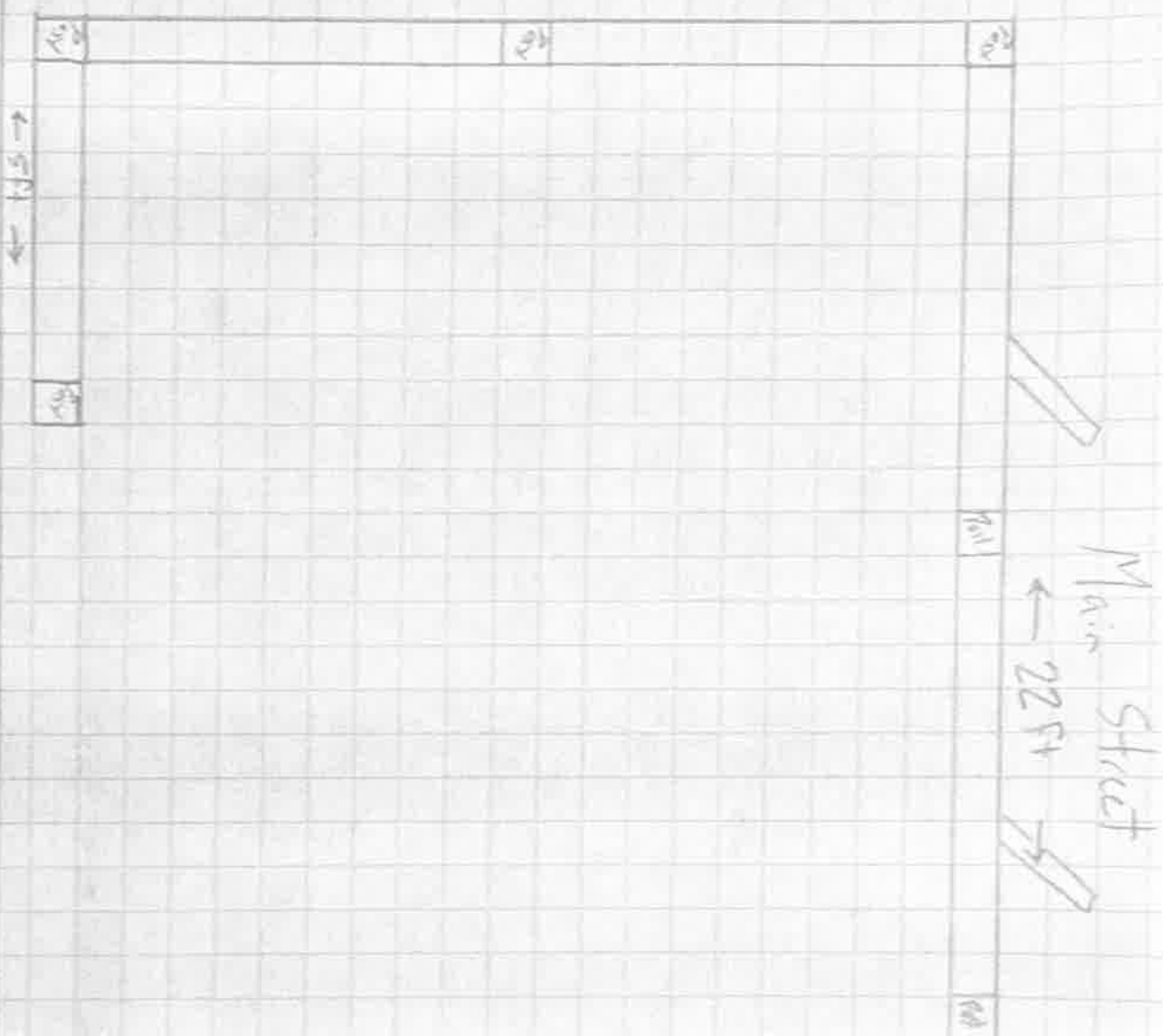
0 0.1 0.2

0 mi

0 km

City of Norman, GIS Services Division

Parking Spots



Sidewalk

The Meeting Place

Parking lot

Exhibit C

Brush seat

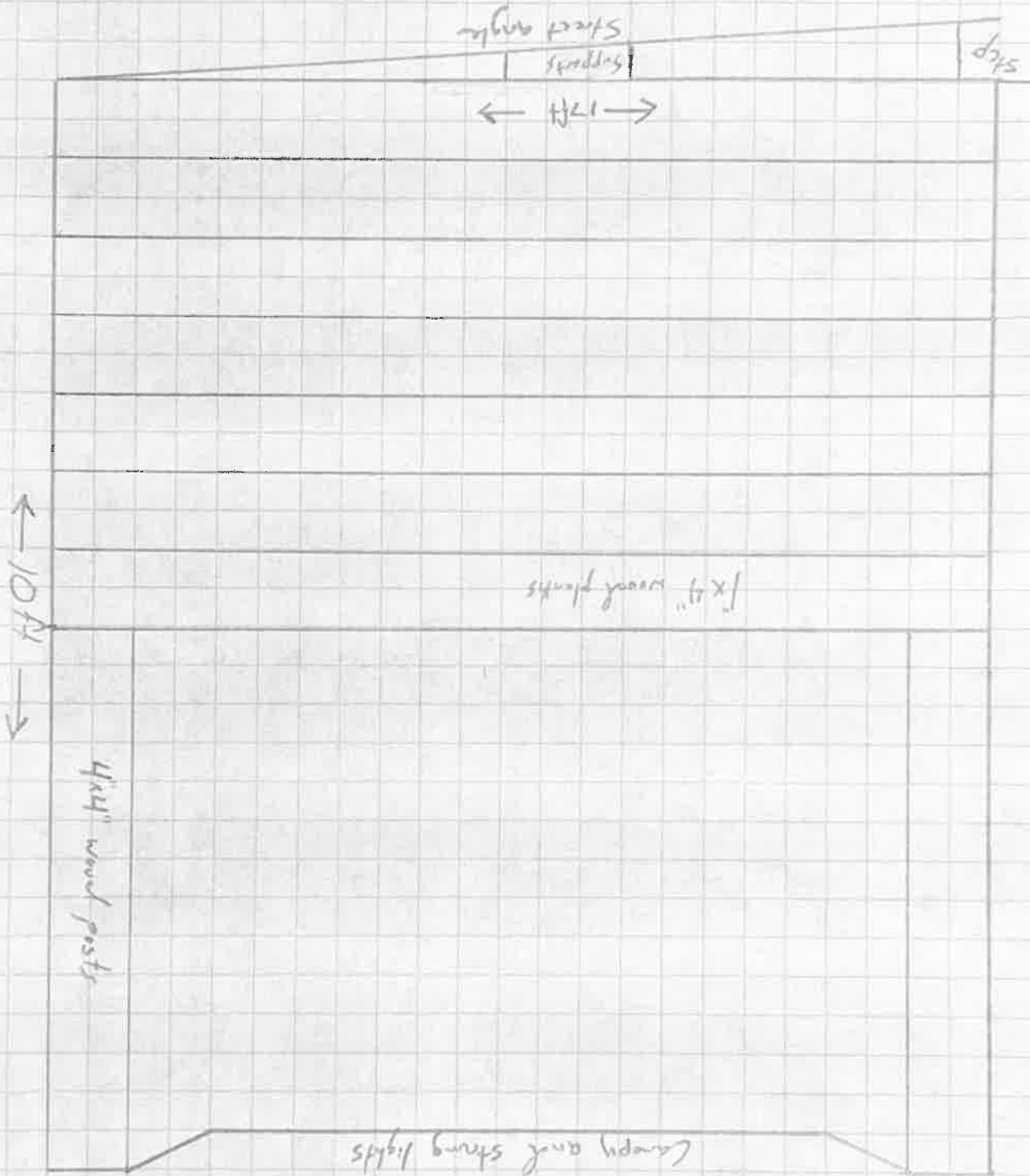
10' 2' 11" with plastic boxes 10'

Parking Spots

Knee

Parking Spots

Main Street



sidewalk

step

Street angle

1"x4" wood planks

10ft

4x4" wood posts

Canopy and string lights

the
Wedding
Hall

View driving east on Main Street

CANOPY SPECS

Product Profile

Architectural Shade Fabric

Product Description

Our shade fabric is high quality knitted shade fabric designed for tension structures, awnings and shade covers specifically for commercial architectural

Material

Yarn UV stabilised HDPE
 Construction Monofilament & tape
 Pattern Lock-stitch knitted
 Temperature range -22°F to +167°F

Features

- Strong HDPE 100% recyclable fabric won't rot or absorb moisture.
- Stentered (heat-set) to reduce shrinkage and for ease of fabrication.
- 1 year UV degradation warranty on fabric.
- 100% Lead and Phthalate free
- Greenguard® and Oeko-Tex® certified

Usage Instructions

- Do not use against flames.
- Contact with organic solvents, halogens or highly acidic substances may reduce the service life of the fabric and void the warranty.
- Biaxial elastic material properties available on request.

Properties

Nominal fabric mass 10.5 oz/sq. yd.
 (AS 2001.2.13) (340 gsm)

Approximate thickness 63 mils

Performance

Tensile Strength - Warp 72 lbs./in.
 Elongation at break 95.6 %

Tensile Strength - Weft 284 lbs./in.
 Elongation at break 70.4 %

(AS 2001.2.3.1)
 Wing Tear - Warp (mean) 42.0 lbs.
 Wing Tear - Weft (mean) 80.7 lbs.

(AS 2001.2.10)
 Bursting Pressure (mean) 507 psi

(AS 2001.2.4)
 Bursting Force (mean) 482 lbf

(AS 2001.2.19)

Flammability

ASTM E84 Class A

(AS 1530.2)

Flammability Index (range 0-100) 14

AS 1530 Part 2 & 3 certificates available on request

Suggested Specification

Knitted HDPE monofilament & tape shade fabric offering a UV block up to 97%.

Color	Nom Width	Length	Cover Factor	Shade Factor	Av % Trans	Av. UVR Trans	Av. PAR Trans	% UVR Block	PF Rating	PF Mean
BLUE			96.8%	90.2	9.8%	6.4%	11.2%	93.6%	15.0	32.2
BLACK			98.2%	97.4	2.6%	2.6%	2.7%	97.4%	35.0	59.8
FOREST			96.2%	93.9	6.1%	4.9%	6.3%	95.1%	15.0	32.6
RUST			92.0%	87.0	13.0%	6.0%	11.6%	94.0%	11.0	14.7
RED			90.1%	75.3	24.7%	10.7%	22.4%	89.3%	8.8	12.1
KHAKI	9'10"	43.75yd	94.0%	85.0	15.0%	3.6%	16.1%	96.4%	10.0	20.3
SEDONA	(folded)	(131 ft.)	95.1%	91.3	8.7%	5.6%	8.5%	94.4%	12.1	26.3
CHARCOAL			97.1%	96.2	3.8%	2.3%	3.9%	97.7%	23.0	54.9
IVORY			97.9%	74.3	25.7%	3.2%	30.1%	96.8%	35.0	62.4
NAVY			96.2%	94.4	5.6%	4.8%	5.7%	95.2%	14.7	33.3
SAGE			94.7%	85.0	15.0%	7.7%	15.6%	92.3%	12.6	20.8
SKY			95.2%	90.4	9.6%	6.2%	9.9%	93.8%	16.0	21.3
GREY			95.6%	88.4	11.6%	7.0%	12.3%	93.0%	13.1	26.1
TURQUOISE			94.0%	90.0	10.0%	5.7%	11.7%	94.3%	11.9	18.0
YELLOW			98.3%	77.2	22.8%	2.9%	25.0%	97.1%	45.0	71.3

Approx. roll weight: 97 lbs.
 Approx. roll diameter: 1 ft.
 Approx. core diameter: 1.5 in.

Tested according to AS 4174 Synthetic Shadecloth
 Av. % Transmis. = Average % Transmission within the 290-770nm spectrum
 Av. UVR Transmis. = Average % Transmission within the 290-400nm spectrum
 Av. PAR Transmis. = Average % Transmission within the 408-770nm spectrum
 UPF (Ultraviolet Protection Factor)
 PF (Rating) = actual rating assigned to material tested, inc standard deviation

The above results are typical averages from quality assurance testing and are not to be taken as a minimum specification nor as forming any contract between Tenshon® and another party. Due to continuous product improvement product specifications are subject to alteration without notice.

As the use and disposal of this product are beyond the control of Tenshon®, regardless of any assistance provided without charge, Tenshon® assumes no obligation or liability for the suitability of its products in any specific end use application. It is the customer's responsibility to determine whether Tenshon® products are appropriate for the specific application and complies with any legal & patent regulations.

There are 2 different ways to attach the base of the patio to the barriers. One is more permanent than the other.

The first (more temporary) way to attach the barriers to the base would be to drill through the stretchers right under the deck and into the side of the barrier. We would anchor ½" rebar into the barrier that goes through the hole in the stretcher then be bent at 90 degrees on the inside of the stretcher. This would be done at least 5 spots on each barrier side. This would allow for no lateral movement but can easily be cut with a Sawzall if it needs to be taken down.

The second (more permanent) way would be to attach the stretchers onto the sides of the barriers and would use the barriers as a partial support. It would be connected by concrete anchors and screws plus construction adhesive to make sure the stretchers couldn't budge. We would then build the deck and other supports off those.

MATERIALS USED

- The base would be made of 2x8 treated wood planks with concrete blocks to level the base off.
- 1x4 docking wood would be used to deck the top of the base.
- For the 5-foot-tall walls, we would use cinder blocks in our base to go all the way around for safety. This would be covered on the inside and outside of the patio with 1x4 wood planks to give it a better aesthetic and extra safety.
- The poles would be 4x4 treated wood to hold up the canopy and outdoor strung lights.
- Nails and decking screws
- Concrete screws to attach wood to cinder blocks.
- Construction adhesive
- Outdoor conduit to run electricity to the patio.
- Electrical wire required by the electrician
- Black matte paint
- Natural wood stain
- Wood weather sealant such as Thompson's WaterSeal.