

**PERMIT AGREEMENT FOR PARKING SPACES**  
**IN RIGHT-OF-WAY**

This Permit Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as the "CITY" and Katy Rentals, LLC, hereinafter referred to as "PERMITTEE".

**WITNESSTH:**

1. **Establishment of Premises.** CITY does hereby permit six (6) parking space(s) designated on the attached Exhibit A, located within public right-of-way directly abutting the drive lanes of McCullough Street in Norman, Oklahoma ("Parking Spaces" or "Premises"), for the benefit and use of PERMITTEE and any tenant of PERMITTEE residing at the properties located at 207 and 209 McCullough Street, Norman, OK 73069 (the "Residences"). **This Permit Agreement shall not be interpreted as conveying a real property right of any nature by PERMITTEE, whether temporary or permanent, in the Premises.**
2. **Tenant Registration.** Upon any lease or lease renewal of the Residences by PERMITTEE, PERMITTEE shall immediately provide CITY with a completed "List of Current Tenants," on the form attached as Exhibit B hereto, which shall serve as proof of residency for each identified tenant for a period of no longer than forty-five days, after which period of time each such tenant must separately have established residency and vehicle identification with the CITY as follows:
  - a. Provision of a lease agreement listing the correct name of tenant and address of Residence;
  - b. Provision of vehicle ownership, proof of lease or other control of vehicle, or proof of being an insured driver for vehicle.PERMITTEE shall be responsible to ensure compliance with this provision. CITY shall not be responsible for a refund or reimbursement, in whole or part, of any fee hereunder based on failure of PERMITTEE, or PERMITTEE's tenants, to fully comply with these provisions.
3. **Term of Agreement.** This Permit Agreement shall remain in full force and effect until terminated by either party according to the terms of this Permit Agreement.
4. **Annual Cost of Permit.** The aforementioned space(s) are permitted at the rate of \$150.00 per space per year payable by PERMITTEE in advance on the first day of each such year period beginning on \_\_\_\_\_ (any partial years shall be paid, as prorated, for the remainder of the year through the beginning of the next annual permit period).

In order to properly designate the Premises, signage must be properly installed at PERMITTEE's cost, and which cost of installation/maintenance/removal is being

collected as part of the fee set forth above. Parking is available to PERMITTEE and PERMITTEE's tenants upon installation of signage as demonstrated in Exhibit C hereto.

5. **Use of Premises.** This Permit Agreement permits PERMITTEE and PERMITTEE's tenants exclusive use of the Parking Spaces while applicable signage is in place, the requirements of this Permit Agreement are met and required permits are displayed.

The site shall be used solely for the parking of vehicles. Vehicles shall not be parked permanently or for storage or for the purpose of performing repair or for sale, etc., of the vehicle. Vehicles shall not be permitted to remain for prolonged periods of time in conditions of disrepair in the spaces. PERMITTEE, and any tenant of PERMITTEE, is responsible for awareness of and compliance with all applicable traffic and other laws, including Chapters 10, 15 and 20 of the Norman City Code, the Norman Zoning Ordinance, and all other applicable provisions of the Norman City Code. **This Permit Agreement shall not be construed to authorize a violation of or exemption from any applicable law, including the Norman City Code and federal or state law, by PERMITTEE or PERMITTEE's tenants.** Failure to comply with this provision shall constitute a breach of this Permit Agreement, and the CITY shall be entitled to terminate if compliance is not restored within thirty (30) days' of CITY's written notice of noncompliance to PERMITTEE.

PERMITTEE shall at all times ensure reasonable care in conducting activity in the parking spaces identified above and the surrounding area so that PERMITTEE and its tenants do not endanger any person and/or property of another lawfully thereon. PERMITTEE further agrees to use reasonable efforts to ensure the parking spaces are not used or permitted to be used for any illegal purpose and or to create any disturbance or annoyance detrimental to the Premises or surrounding area.

The PERMITTEE shall notify the CITY, in writing, of any concerns regarding damage to or defects to the Premises.

6. **Termination of Permit Agreement.**

**By PERMITTEE.** If PERMITTEE desires to terminate this Permit Agreement prior to the end of the term, PERMITTEE must provide 60 days' notice to the CITY in order to receive a refund for the remaining annual permit period. CITY shall issue PERMITTEE a refund for the remaining complete months of the permit period less a \$25.00 processing fee, which shall be deducted from the refund amount.

**By CITY.** If the PERMITTEE violates any of the terms of this Permit Agreement, the PERMITTEE shall become a tenant at sufferance and the CITY shall be entitled to terminate this Permit Agreement after expiration of the notice period referenced in Paragraph 5 should PERMITTEE fail to completely cure the breach, and as necessary to re-enter and take possession of the Premises immediately. In the event that the CITY incurs any expense in the enforcement of the terms and conditions of this Permit Agreement, the PERMITTEE shall be responsible for all administrative expenses, costs, court costs, and attorney fees in connection therewith.

It is the intent of the parties that this Permit Agreement will automatically renew year by year for an indefinite period of time until or unless terminated in any manner set forth in this Agreement; provided that, this Permit Agreement may be terminated by the CITY upon the adoption by the City of Norman of a public parking permit program which geographically encompasses the Premises ("Parking Program"), including any applicable adopted ordinances, resolutions or policies enforcing the same. Upon termination of this agreement, PERMITTEE shall, if PERMITTEE elects to participate in said Parking Program, comply with all requirements applicable to said Parking Program, and shall claim no rights under or through this Permit Agreement.

This Permit Agreement may further be revoked or terminated by the CITY upon thirty (30) days' notice to PERMITTEE, if the City determines that continuance of the Permit Agreement is not practicable or possible in light of the CITY's overall needs to ensure the health, safety and welfare of the residents of the City of Norman as a whole.

Upon revocation by the CITY due to PERMITTEE's default, as set forth above, all signage addressed in Paragraph 4 above shall be removed at PERMITTEE's sole cost and expense. If PERMITTEE fails to pay such costs, the City of Norman may levy such removal costs, and the cost of any repair to the Premises occasioned by PERMITTEE's use of the Parking Spaces, of record against the Residences and associated real property parcels.

7. **Indemnification by PERMITTEE.** PERMITTEE shall indemnify and save harmless the CITY, and its officers and employees, from and against all suits, proceedings, claims, demands, actions, loss and expenses from liability of any kind (including but not limited to attorney fees for costs incurred in litigation) and from any person asserting the same arising or growing out of or in any way connected with PERMITTEE's, or PERMITTEE's invitees' use of the Parking Spaces identified above. In addition, the CITY shall not be liable for any damage or loss which may be sustained by the PERMITTEE or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any person or entity, including PERMITTEE's tenants, their invitees, agents or assigns. PERMITTEE shall not be required to indemnify CITY for damages caused solely by the negligence of the City, its agents or assigns.
8. **Assignment of Permit Agreement.** This Permit Agreement is assignable only to successors in interest to fee title of the Residences and associated real property parcels. Assignment must be requested no less than thirty (30) days in advance by direct request to the City Manager by PERMITTEE. Consent for the assignment may be granted by the City Manager, based upon input from necessary City Departments, and said consent shall not be unreasonably withheld by the CITY.
9. **No Subleasing or Sub-permitting.** PERMITTEE may not, under any circumstance, sublease or sub-permit the Premises.
10. **Entire Agreement.** This Permit Agreement sets forth the entire understanding between the parties and may not be changed or amended except in writing with the agreement of both parties.

11. **Jurisdiction and Choice of Law.** This Permit Agreement shall be construed according to the laws of the State of Oklahoma, and all disputes shall be adjudicated by the courts of the State of Oklahoma.
12. **Notices.** All communications given pursuant to this lease agreement shall be in writing and shall be addressed to the parties at the addresses specified below.

If to CITY: Brenda Hall, City Clerk  
201 W. Gray  
Norman, OK 73069  
(405) 366-5405

If to PERMITEE: Katy Rentals, LLC  
Keith McCabe, Manager  
11501 S. Miller Ave.  
Oklahoma City, OK 73170

IN WITNESS HEREOF, the parties hereto have executed this contract on the day first above written.

PERMITEE:  
Katy Rentals, LLC

Keith M. McCabe  
Keith McCabe, Manager

CITY:

\_\_\_\_\_  
Mayor, City of Norman

ATTEST:

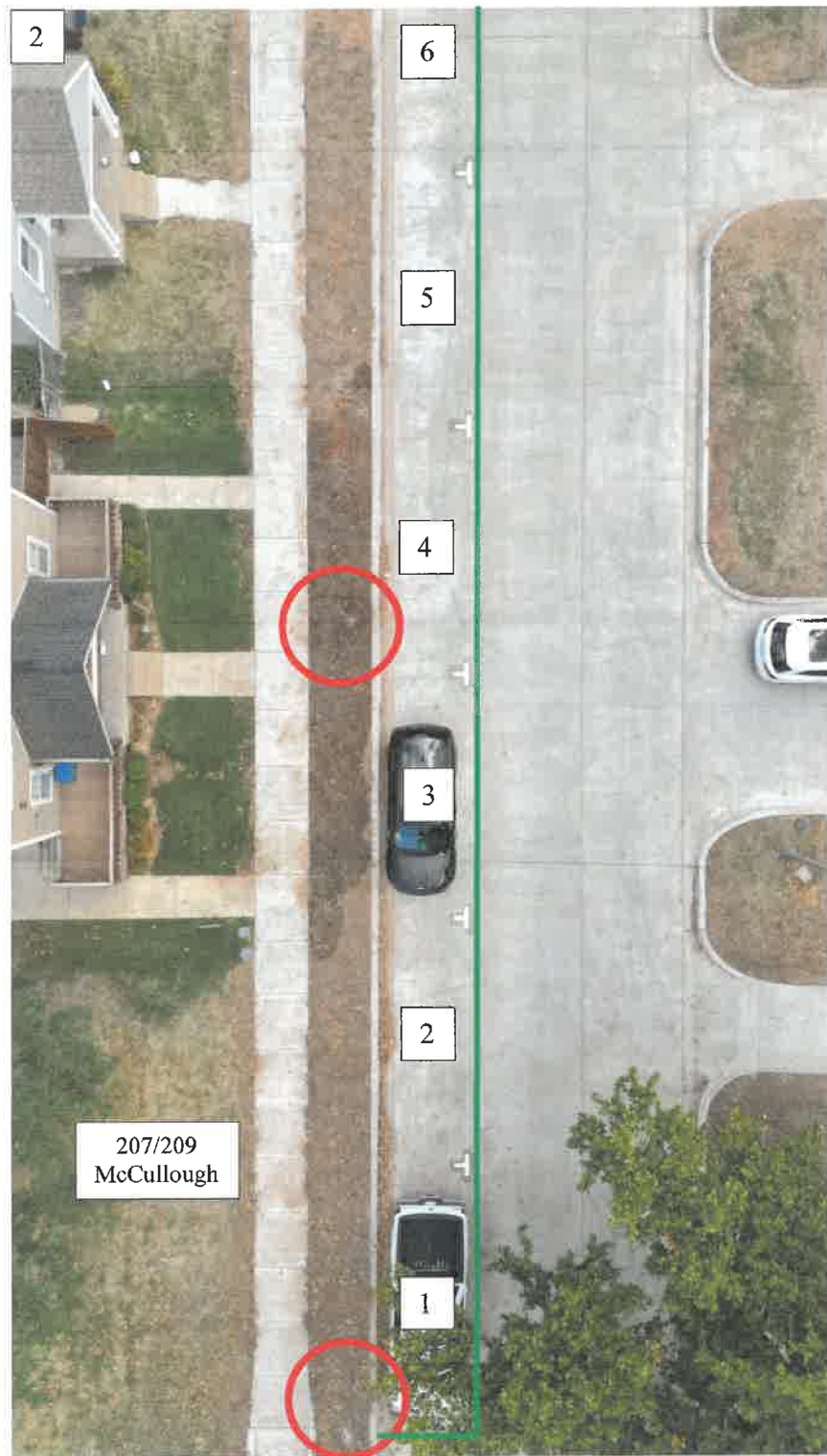
\_\_\_\_\_  
City Clerk, City of Norman

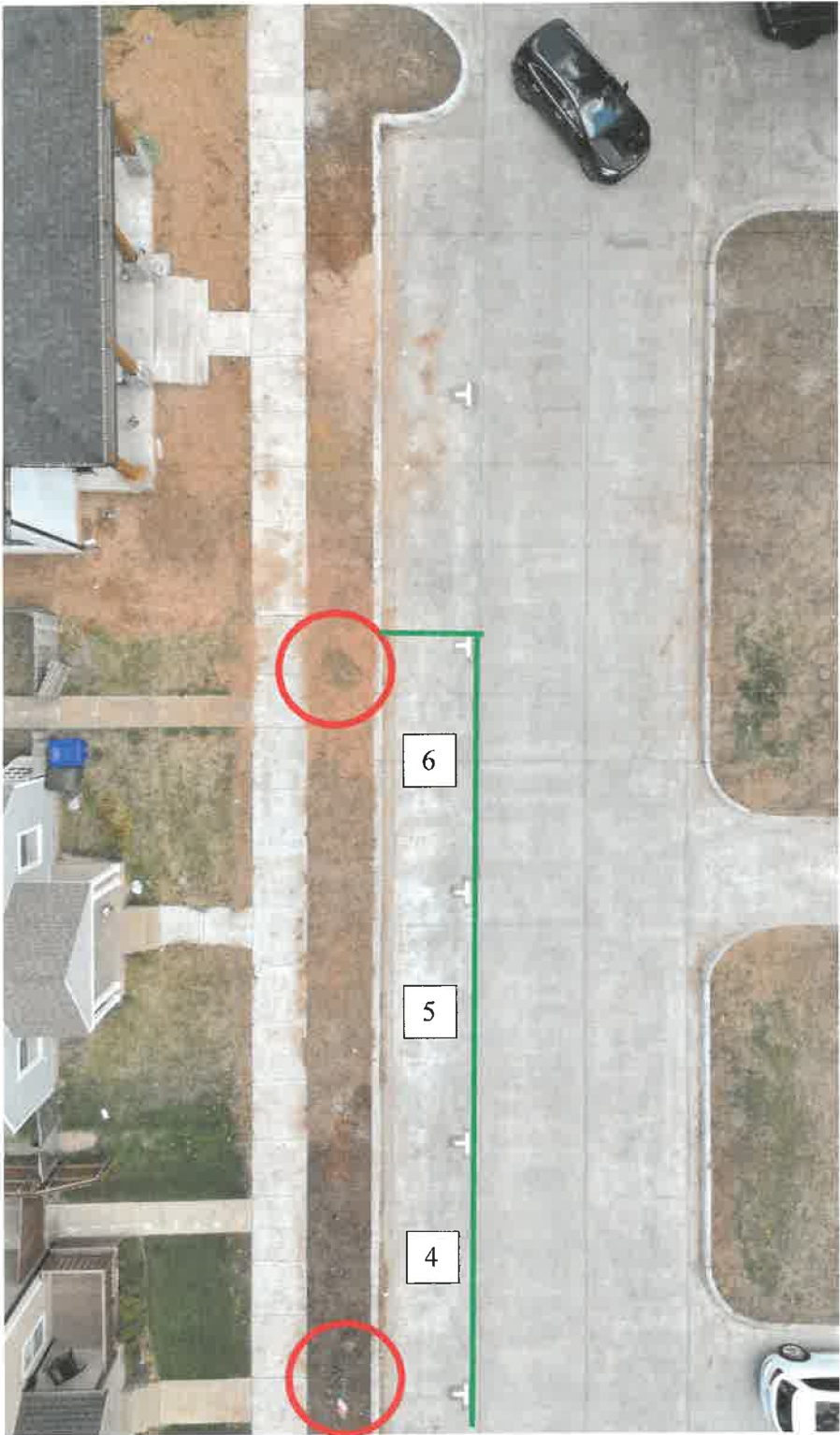
Approved as to form and legality by the office of the City Attorney on this 7 day of September, 2022.

Christine Luckela  
Office of the City Attorney



**EXHIBIT A**





**EXHIBIT B**

**List of Current Tenants Form**

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ # \_\_\_\_.

**All of the tenants listed below currently reside at the address above and are listed on the attached rental contract/lease.**

\_\_\_\_\_  
**Owner/Landlord Printed Name**

\_\_\_\_\_  
**Owner/Landlord Signature**

\_\_\_\_\_  
**Tenant 1 Name**

\_\_\_\_\_  
**Tenant 2 Name**

\_\_\_\_\_  
**Tenant 3 Name**

\_\_\_\_\_  
**Tenant 4 Name**

\_\_\_\_\_  
**Tenant 5 Name**

\_\_\_\_\_  
**Tenant 6 Name**

**This document is valid for 45 days from the date signed, along with the current rental contract/lease, in providing the City of Norman current proof of residency for the purpose of initially obtaining a parking permit. Further submittals are required thereafter, as set forth under the associated Permit Agreement.**

**EXHIBIT C**

