

REVOCABLE RIGHT-OF-WAY USE PERMIT

This Revocable Right-of-Way Use Permit (this “Permit”) is made and entered into by THE CITY OF NICHOLS HILLS, OKLAHOMA, a municipal corporation, acting by and through its Mayor and City Council, hereinafter called “City” and _____, hereinafter called “Permittee.”

WHEREAS, Permittee is a telecommunication and fiber optic cable company and [*for aerial*: desires to install and thereafter maintain aerial cable telecommunication and fiber optic cable (the “Cable”), on the poles located] *OR* [*for underground*: desires to directionally bore to install and thereafter maintain cable telecommunication and fiber optic cable (the “Cable”), in the public right-of-way along [applicable streets]; and

WHEREAS, it is in the interest of the citizens of the City of Nichols Hills, Oklahoma that the Cable be installed and maintained within the public right-of-way; and

WHEREAS, Permittee will install and maintain the Cable in accordance with all applicable regulations of the Nichols Hills City Code; and

WHEREAS, the City is willing to grant a revocable permit for encroachment on the public right-of-way for the purpose of installing and maintaining the Cable.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties mutually agree hereto as follows:

1. City hereby grants Permittee a revocable permit for use of the public rights-of-way for the purpose of installing and maintaining the Cable in the area [*for aerial*: and on the poles] depicted on Exhibit “A” attached hereto (the “Fiber Optic Cable Site”).
2. The Cable will not impede pedestrian or vehicle traffic flow.
3. The Cable will not obstruct views of traffic, nor constitute a hazard to traffic.

4. This Permit may not be transferred, assigned, or disposed of by sale, lease, merger, consolidation, or other act of the Permittee, by operation of law or otherwise, without the prior consent of the City Council.
5. This Permit shall be subject to, and subordinate to, the rights of the City to construct, operate, and maintain the public ways and any facilities therein.
6. The Permittee shall not make or suffer any use of the Fiber Optic Cable Site contrary to any law, State statute or City ordinance currently in effect or hereafter adopted.
7. Subject to compliance with all provisions of this Permit and the local ordinances of the City, Permittee is authorized to install and maintain the Cable within the Fiber Optic Cable Site and such installation and maintenance, as well as removal, of improvements within the Fiber Optic Cable Site will be at the sole risk and expense of Permittee.
8. Permittee agrees to pay the fees required by Section 38-219 of the Nichols Hills City Code and to comply with the requirements set out in Section 38-222 of the Nichols Hills City Code, including submission of a set of “as-built” plans for the Fiber Optic Cable Site and an updated map of the Fiber Optic Cable Site to the City within 30 days of completion of the project and submission of an annual status report by December 31 of every calendar year, such report consisting of an updated map identifying the existing utility facilities within the Fiber Optic Cable Site and any alterations to the Cable or the Fiber Optic Cable Site made during the previous 12 months.
9. Permittee may perform necessary maintenance or other work on the Cable in the Fiber Optic Cable Site but must do so at its own expense and must promptly remove

any obstructions and restore the Fiber Optic Cable Site to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

10. Permittee must fully cooperate with the City and other utility service providers using the public rights-of-way.
11. Permittee shall be responsible for and shall indemnify and hold the City harmless from all claims, suits, actions or judgments, including but not limited to all expenses, attorneys' fees, witness fees, and all other costs of defending any such action or claim or appeals therefrom, arising out of any defect of the Fiber Optic Cable Site or from the installation and maintenance of the Cable by Permittee, its agents, servants or employees or its invitees or licensees.
12. This Permit shall be revocable by the City at any time. Upon cancellation of this Permit, Permittee shall have 120 days to remove the Cable and other improvements of Permittee located within the Fiber Optic Cable Site. After such time, the City reserves the right to retain the ownership, use, occupancy or possession of the Cable or other improvements of Permittee remaining within the Fiber Optic Cable Site, or to remove the same at its own cost and expense.

(Remainder of this page left blank intentionally.)

APPROVED AND ACCEPTED, on this _____ day of _____, 201_
by:

“PERMITTEE”

[Name and type of entity]

By: _____

Name: _____

Title: _____

Acknowledged before me this ____ day of _____, 201_.

NOTARY PUBLIC

Commission number: _____

My commission expires: _____

“CITY”

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 201_.

ATTEST: _____
Mayor

City Clerk

Reviewed as to Form and Legality: _____
City Attorney