

5. Second Party shall, at his expense, disconnect and/or remove his Lawn Sprinkler System and Control System should the City construct or cause another to construct a street improvement or other public purpose, which will serve the Second Party's premises.

6. Second Party shall, at his expense, relocate his Lawn Sprinkler System and Control System should the right-of-way be needed for City or public purposes.

7. Second Party agrees that all construction within the right-of-way, easement, or City owned property will be in accordance with City standard specifications and all disturbed areas will be restored to its original condition, which shall include, but not limited to, backfilling all trenches, fill all holes caused by shrinkage, and cover all sodded areas with slab sod.

8. Where the Lawn Sprinkler System and Control System will encroach into a drainage easement, the following conditions shall apply:

Do not alter slope or grade in the drainage easement and do not remove, damage, alter or block and drainage structures.

9. Second Party agrees that this Revocable Permit is subject to the following conditions:

Second Party shall _____

BY: _____
Signature of Property Owner

CITY ENGINEER, CITY OF OKLAHOMA CITY

BY: _____ for
City Engineer

REVO- _____

ADMINISTRATIVE REVOCABLE PERMIT
LAWN SPRINKLER AND CONTROL SYSTEM

This Revocable Permit made and entered into this _____ day of _____, _____, by and between the CITY ENGINEER OF THE CITY OF OKLAHOMA CITY, hereinafter called First Party, and _____, owner, hereinafter called Second Party.

WITNESSETH:

WHEREAS, the Second Party desires to erect, construct, and maintain a Lawn Sprinkler System and Control System over, under, or on a portion of the public way or easement, or City owned property at _____ in Oklahoma City, Oklahoma.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. First Party hereby grants Second Party a Revocable Permit for the purpose of erection, construction, and maintenance of a Lawn Sprinkler System and Control System over, under, or on a portion of the public way or easement, or City owned property at _____ in Oklahoma City, Oklahoma, in accordance with the attached plan.
2. Second Party agrees to erect, construct, and maintain said Lawn Sprinkler System and Control System in a safe and proper manner, with an attractive appearance, and further agrees to defend, protect, and save harmless said First Party and the City of Oklahoma City from any and all damages, claims, or causes of action whatsoever arising out of the erection, construction, maintenance, and existence of said Lawn Sprinkler System and Control System
3. It is mutually agreed and understood between the parties hereto that by reason of the issuance of this permit, the Second Party acquires no property or contract rights and it is further agreed and understood that this Revocable Permit may be revoked or canceled at the discretion of the First Party at any time.
4. Second Party agrees that in the event of revocation, it will comply with the revocation order and will promptly restore the above described premises to the original condition at its own expense. It is expressly agreed and understood between parties hereto that should it become necessary to remove the Lawn Sprinkler System and Control System permitted herein in whole or in part as to allow the City to utilize its easement or property in any manner permitted by law, the City and the City Engineer shall not be deemed responsible for any loss suffered by reason of such removal. Further, Second Party agrees and understands that he acts at his own risk erecting or constructing said Lawn Sprinkler System and Control System within, over, under, or upon the City's public way, easement or property. The Second Party further agrees and understands that the Revocable Permit granted hereby is in no manner intended to convey any vested or other interest whatsoever in the subject public way, easement, or property nor shall it be so construed.