

EASEMENT AGREEMENT

TIME 04:29 PM
FEE 9.00

This Easement Agreement is made as of the 4th day of January, 1985, by and among Leadership Square, an Oklahoma limited partnership ("Grantor"), the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate ("OCURA"), and the City of Oklahoma City, Oklahoma, a municipal corporation ("Grantee"), with reference to the following facts:

- (a) Grantor is the owner of the real estate in the City of Oklahoma City, Oklahoma County, Oklahoma, which is more particularly described on Exhibit "A" attached to this instrument and incorporated herein (the "Property").
- (b) OCURA has certain reversionary interests in the Property pursuant to the terms of that certain Special Warranty Deed dated October 4, 1982, executed by OCURA to Grantor and recorded in Book 4921, beginning at page 1508, of the records of Oklahoma County, Oklahoma.
- (c) Grantor desires by means of this instrument to provide to Grantee an easement over the surface of the Property for the purpose hereinafter set forth, and OCURA desires to concur in the granting of such easement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, OCURA and Grantee agree as follows:

1. Grantor hereby grants, conveys and dedicates to Grantee a permanent easement over the surface of the Property for maintaining and operating a public street, with rights of ingress and egress, provided that such easement shall be and remain subject to the following terms and conditions:

- (a) Grantee shall use the surface of the Property for the sole purpose of maintenance and operation as a public street and for no other purpose whatsoever.
- (b) Grantee shall maintain and keep in good repair the street, curbs and other improvements located on the Property and shall repair any and all damage to the Property and all improvements thereon.
- (c) Certain easements are granted to Grantee under the terms and provisions of paragraphs (a), (b) and (c) on pages 7 and 8 of the OCURA Deed, and certain non-exclusive easements are granted to Oklahoma Gas & Electric Company, ONEOK, Inc. and Southwestern Bell Telephone Company under the terms and provisions of paragraph (c) on page 8 of the OCURA Deed. Except for (i) the easement in favor of Grantee created by this instrument, (ii) the above referenced easements created by the OCURA Deed, and (iii) a certain Easement Agreement dated October 4, 1982, in favor of Oklahoma Gas & Electric Company, recorded in Book 4921, beginning at page 1572, of the records of Oklahoma County, Oklahoma, neither Grantee nor any of the above referenced companies has or shall have any right, title or interest in any portion of the Property. The property described on Exhibit "B" attached hereto is specifically excluded from the easements granted in paragraph (c) on page 8 of the OCURA

THE CITY OF OKLAHOMA CITY

OFFICE OF CITY CLERK

208 MUNICIPAL BUILDING

OKLAHOMA CITY, OKLAHOMA 73102

BOOK 5271 PAGE 0182

Deed. Except as otherwise specifically set forth in such paragraphs in the OCURA Deed, none of such parties shall have any right, title or interest in any portion of the Property.

2. OCURA approves the foregoing easement and agrees that such easement shall survive any reversion to OCURA of title to the Property.

3. This Agreement may be amended, modified or terminated at any time as permitted under Oklahoma law.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed effective as of the date set forth above.

"Grantor":

LEADERSHIP SQUARE, LTD.,
An Oklahoma Limited Partnership

By LPI Development Co.,
An Oklahoma Corporation,
General Partner

ATTEST:

(SEAL)

Assistant Secretary

By

Don Hassebroek, President

By

Joe R. Love, General Partner

"OCURA":

ATTEST:

(SEAL)

Secretary

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
An Oklahoma Public Body Corporate

By

Chairman

STATE OF OKLAHOMA)

SS.

COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 4th day of MAY, 1985, by Don Hassebroek, President of LPI Development Co., an Oklahoma corporation, on behalf of the corporation, as general partner on behalf of Leadership Square, Ltd., an Oklahoma limited partnership.

My commission expires:

(SEAL)

Notary Public

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS.

The foregoing instrument was acknowledged before me this 4th day of January, 1985, by Joe R. Love, general partner on behalf of Leadership Square, Ltd., an Oklahoma limited partnership.

My commission expires:

October 5, 1987
(SEAL)

Jerzy S. Dulinski
Notary Public

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS.

The foregoing instrument was acknowledged before me this 4th day of January, 1985, by James E. Stewart Chairman of the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate, on behalf of said public body corporate.

My commission expires:

July 24, 1988
(SEAL)

Monica Brumming
Notary Public

ACCEPTED BY THE CITY COUNCIL OF OKLAHOMA CITY, OKLAHOMA, a municipal corporation, this 8th day of January, 1985.

Thomas P. Stanley
CITY CLERK

Andrew M. Coats
ANDREW M. COATS, MAYOR

APPROVED AS TO FORM AND LEGALITY this 8th day of January, 1985.

Daniel D. Brumming
MUNICIPAL COUNSELOR

EXHIBIT "A"

Legal Description

A part of Block 36 of the ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, more particularly described as follows: COMMENCING at the Southwest corner of said Block 36; thence North for a distance of 109.70 feet to the point or place of beginning; thence East for a distance of 125.50 feet; thence North for a distance of 81.00 feet; thence West for a distance of 120.50 feet to a point of curvature; thence Northwesterly on a curve to the right with a radius of 14.50 feet (chord bearing North 79°54'52" West, chord distance of 5.08 feet) for an arc length of 5.11 feet; thence South for a distance of 24.07 feet to a point of curvature; thence Northeasterly on a curve to the right with a radius of 18.50 feet (chord bearing North 79°42'54" East, chord distance of 6.61 feet) for an arc length of 6.64 feet to the point of tangency; thence East for a distance of 73.50 feet to a point of curvature; thence Southerly on a curve to the right with a radius of 18.50 feet (chord bearing South 00°00'00" West, chord distance of 37.00 feet) for an arc length of 58.12 feet to a point of tangency; thence West for a distance of 73.50 feet to a point of curvature; thence Northwesterly on a curve to the right with a radius of 18.50 feet (chord bearing North 79°42'54" West, chord distance of 6.61 feet) for an arc length of 6.64 feet; thence South for a distance of 23.18 feet to the point or place of beginning, containing 6,674.40 square feet or .1532 acres.

Legal Description

Transformer Vault Area: A part of Block 36 of the ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: COMMENCING at the Southeast corner of Lot 12 in said Block 36; thence North on the East line of said Lot 12 for a distance of 106.00 feet to the point or place of beginning; thence West and parallel to the South line of said Block 36 for a distance of 38.50 feet; thence North and parallel to the East line of said Lot 12 for a distance of 26.00 feet; thence East and parallel to the South line of said Block 36 for a distance of 38.50 feet to a point on the East line of said Lot 12; thence South on the East line of Lot 12 for a distance of 26.00 feet to the point or place of beginning.

Mechanical Rooms and Parking Area: A part of Block 36 of the ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: COMMENCING at the Southeast corner of Lot 12 in said Block 36; thence North on the East line of said Lot 12 for a distance of 132.00 feet to the point or place of beginning; thence West and parallel to the South line of said Block 36 for a distance of 33.50 feet; thence North and parallel to the West line of said Block 36 for a distance of 60.00 feet; thence East and parallel to the South line of said Block 36 for a distance of 8.50 feet to a point on the West line of Lot 21 in said Block 36; thence North on the West line of said Lot 21 for a distance of 8.00 feet; thence East and parallel to the South line of Block 36 for a distance of 25.00 feet to a point on the East line of said Lot 21 which is 100 feet South of the Northeast corner of said Lot 21; thence South and parallel to the West line of Block 36 for a distance of 68.00 feet to the point or place of beginning.

Air Intake and Exhaust Area: A part of Block 36 of the ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: COMMENCING at the Northeast corner of Lot 13 in said Block 36; thence West along the North line of said Lot 13 a distance of 8.50 feet; thence North and parallel to the West line of said Block 36 a distance of 1.00 foot to the point or place of beginning; thence West and parallel to the North line of said Lot 13 for a distance of 14.50 feet; thence North and parallel to the West line of said Block 36 for a distance of 17.50 feet; thence East and parallel to the North line of said Lot 13 for a distance of 14.50 feet; thence South and parallel to the West line of said Block 36 for a distance of 17.50 feet to the point or place of beginning.

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
208 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

PAVED STREET AREA/REDEVELOPMENT PARCEL 27-A/LEADERSHIP SQUARE

A part of Block 36 of the ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, more particularly described as follows: COMMENCING at the Southwest corner of said Block 36; thence North for a distance of 109.70 feet to the point or place of beginning; thence East for a distance of 125.30 feet; thence North for a distance of 81.00 feet; thence West for a distance of 120.50 feet to a point of curvature; thence Northwesterly on a curve to the right with a radius of 14.50 feet (chord bearing North 79°54'52" West, chord distance of 5.08 feet) for an arc length of 5.11 feet; thence South for a distance of 24.07 feet to a point of curvature; thence Northeasterly on a curve to the right with a radius of 18.50 feet (chord bearing North 79°42'54" East, chord distance of 6.61 feet) for an arc length of 6.64 feet to a point of tangency; thence East for a distance of 73.50 feet to a point of curvature; thence Southerly on a curve to the right with a radius of 18.50 feet (chord bearing South 00°00'00" West, chord distance of 37.00 feet) for an arc length of 58.12 feet to a point of tangency; thence West for a distance of 73.50 feet to a point of curvature; thence Northwesterly on a curve to the right with a radius of 18.50 feet (chord bearing North 79°42'54" West, chord distance of 6.61 feet) for an arc length of 6.64 feet; thence South for a distance of 23.18 feet to the point or place of beginning, containing 6,674.40 square feet or .1532 acres.

The undersigned hereby certifies to Metropolitan Life Insurance Company, Ticor Insurance Company, Lawyers Title Insurance Corporation, Chicago Title Insurance Company and First American Title Insurance Company that the West line of the above described property abutt the East right-of-way line of Harvey Avenue.

This survey is incorporated into and forms a part of the Survey by the undersigned of Block 36 of ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, which survey is dated December 31, 1924, and bears Survey #505015.

Leslie Judd, Jr.
Registered Land Surveyor #46

State of Oklahoma)
) SS
County of Oklahoma)

Subscribed and sworn to before me, the undersigned, a Notary Public in and for the State of Oklahoma this 01st day of December, 1984.

My commission expires:
September 30, 1985

Notary Public

JUDD • GRAYSON • VICK • EVERETT

PAVED STREET AREA
PEDEVELOPMENT PARCEL 27-A



JGVE, Inc.
124 NW 10th STREET
OKLA. CITY, OKLA.
405-236-8313 73103

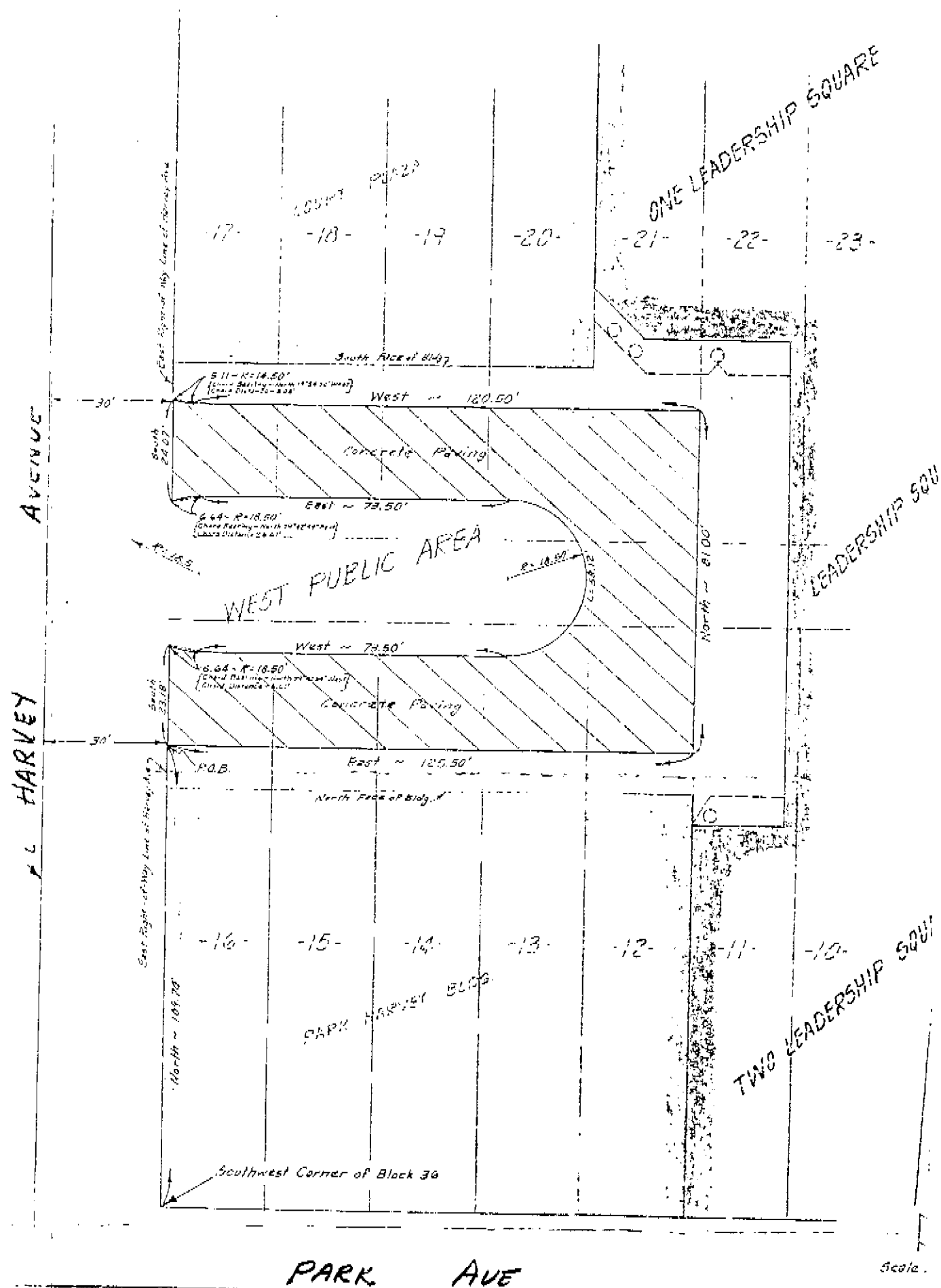
ENGINEERS
SURVEYORS
PLANNERS

PG. 5

SURVEY NO. 505015

SHEET 5 OF 5

OKLAHOMA CITY, OKLAHOMA 73102



E19912

Original Plate of OK6

A Pt. of Bkt. 36

Street (Couch Dr.)

1-8-85

TO: Mayor and City Council

FROM: City Manager

Acceptance of Permanent Street Easement (Ward 6)

Project Leadership Square

Location Couch Drive extending east from Harvey Avenue

Donor Leadership Square, Ltd.

Source of Funds Donated

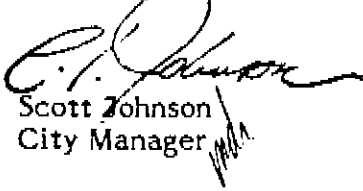
Background On June 25, 1981, the Planning Commission recommended approval of a proposal making certain plan changes within the Central Business District 1-A, Urban Renewal Plan, Project No. Oklahoma R-30, Block 36, Oklahoma City Original Addition (Leadership Square site).

The plan change affected the development along both sides of Couch Drive between Robinson and Harvey Avenues. The change required the closing of Couch Drive to permit the joining of two new office buildings with a glass enclosed atrium, underground parking, and the retention of the existing monuments. Planning Commission voted unanimously to approve the plan change and recommended it to Council. A resolution approving the amendment to the Central Business District No. 1-A was adopted by City Council July 7, 1981 (Item No. VIII.R.).

The Special Warranty Deed between the Oklahoma City Urban Renewal Authority and Leadership Square, Ltd., executed October 4, 1982, to permit the development of Leadership Square, contained a provision to dedicate this street easement upon satisfactory completion of the project. These improvements have been satisfactorily completed and the easement is being offered for dedication to The City for street purposes.

Review Community Development Department/Engineering Division and Municipal Counselor's Office.

Recommendation: The easement be accepted and recorded with the County.


Scott Johnson
City Manager

DC:ejw

Attachment

UARE ATRIUM

FOI

~~JAGE~~

The undersigned hereby certifies to Metropolitan Life Insurance Company, Titor Title Insurance Company, Lawyers Title Insurance Corporation, Chicago Title Insurance Company and First American Title Insurance Company that the West line of the above described property abutt the East right-of-way line of Harvey Avenue.

Leslie Judd, Jr.
Registered Land Surveyor #40

Subscribed and sworn to before me, the undersigned, a Notary Public in and for the State of Oklahoma this 1st day of December, 1984.

Носителю Public

PAVED STREET AREA
PEDEVELOPMENT PARCEL 27-A



124 NW 10TH STREET
OKLA CITY, OKLA
405-266-8313 75155

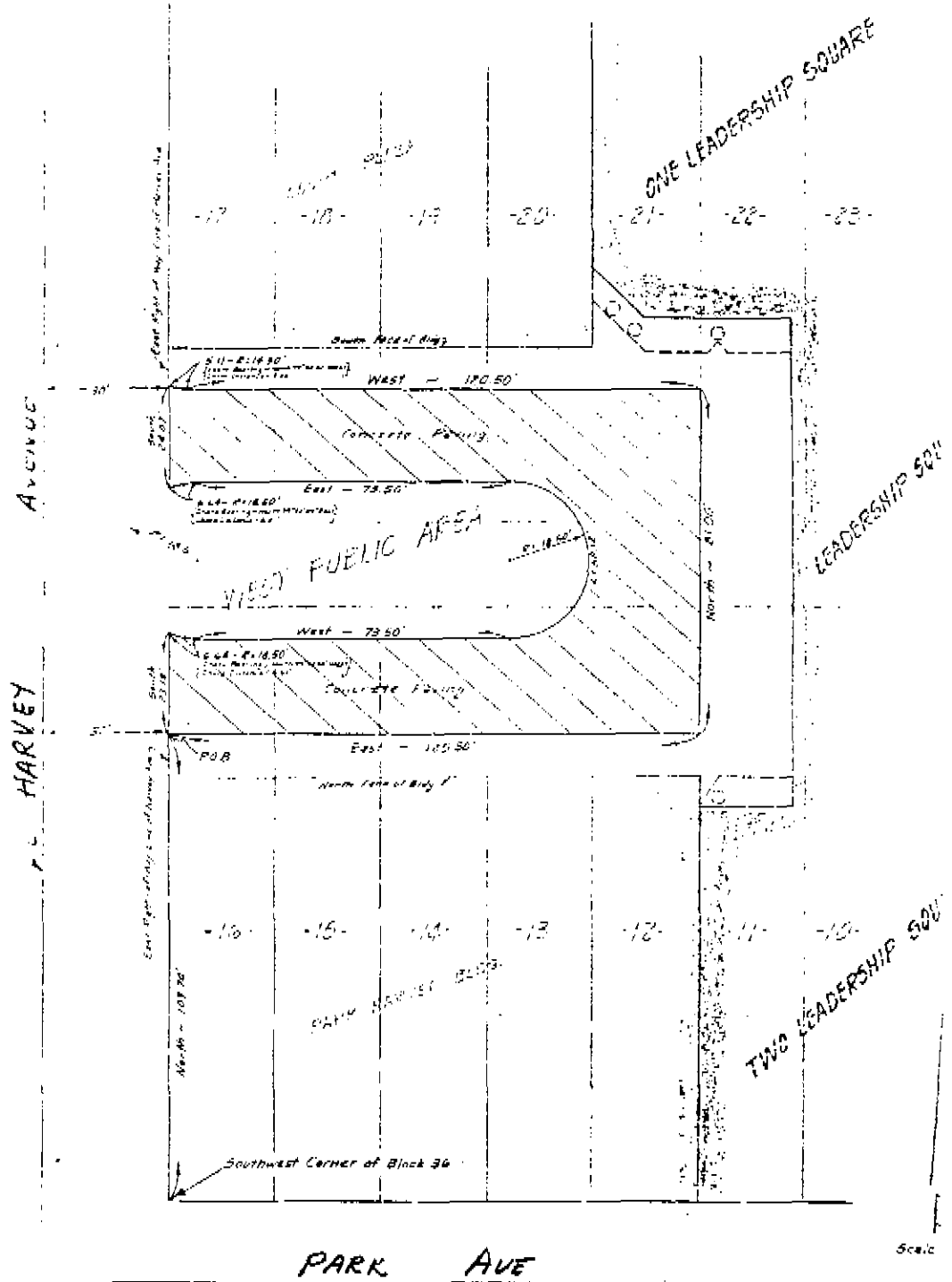
ENGINEERS
SURVEYORS
PLANNERS

je 17.20'

SHEET 5 OF 5

IFG

SURVEY NO. 55565



EASEMENT AGREEMENT

This Easement Agreement is made as of the _____ day of _____, 1985, by and among Leadership Square, Ltd., an Oklahoma limited partnership ("Grantor"), the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate ("OCURA"), and the City of Oklahoma City, Oklahoma, a municipal corporation ("Grantee"), with reference to the following facts:

- (a) Grantor is the owner of the real estate in the City of Oklahoma City, Oklahoma County, Oklahoma, which is more particularly described on Exhibit "A" attached to this instrument and incorporated herein (the "Property").
- (b) OCURA has certain reversionary interests in the Property pursuant to the terms of that certain Special Warranty Deed dated October 4, 1982, executed by OCURA to Grantor and recorded in Book 4921, beginning at page 1508, of the records of Oklahoma County, Oklahoma.
- (c) Grantor desires by means of this instrument to provide to Grantee an easement over the surface of the Property for the purpose hereinafter set forth, and OCURA desires to concur in the granting of such easement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, OCURA and Grantee agree as follows:

1. Grantor hereby grants, conveys and dedicates to Grantee a permanent easement over the surface of the Property for maintaining and operating a public street, with rights of ingress and egress, provided that such easement shall be and remain subject to the following terms and conditions:

- (a) Grantee shall use the surface of the Property for the sole purpose of maintenance and operation as a public street and for no other purpose whatsoever.
- (b) Grantee shall maintain and keep in good repair the street, curbs and other improvements located on the Property and shall repair any and all damage to the Property and all improvements thereon.
- (c) Certain easements are granted to Grantee under the terms and provisions of paragraphs (a), (b) and (c) on pages 7 and 8 of the OCURA Deed, and certain non-exclusive easements are granted to Oklahoma Gas & Electric Company, ONEOK, Inc. and Southwestern Bell Telephone Company under the terms and provisions of paragraph (c) on page 8 of the OCURA Deed. Except for (i) the easement in favor of Grantee created by this instrument, (ii) the above referenced easements created by the OCURA Deed, and (iii) a certain Easement Agreement dated October 4, 1982, in favor of Oklahoma Gas & Electric Company, recorded in Book 4921, beginning at page 1572, of the records of Oklahoma County, Oklahoma, neither Grantee nor any of the above referenced companies has or shall have any right, title or interest in any portion of the Property. The property described on Exhibit "B" attached hereto is specifically excluded from the easements granted in paragraph (c) on page 8 of the OCURA

Deed. Except as otherwise specifically set forth in such paragraphs in the OCURA Deed, none of such parties shall have any right, title or interest in any portion of the Property.

2. OCURA approves the foregoing easement and agrees that such easement shall survive any reversion to OCURA of title to the Property.

3. This Agreement may be amended, modified or terminated at any time as permitted under Oklahoma law.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed effective as of the date set forth above.

"Grantor":

LEADERSHIP SQUARE, LTD.,
An Oklahoma Limited Partnership

By LPI Development Co.,
An Oklahoma Corporation,
General Partner

ATTEST:

Secretary
(SEAL)

By _____
Don Hassebroek, President

By _____
Joe R. Love, General Partner

"OCURA":

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
An Oklahoma Public Body Corporate

ATTEST:

Secretary
(SEAL)

By _____
Chairman

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 1985, by Don Hassebroek, President of LPI Development Co., an Oklahoma corporation, on behalf of the corporation, as general partner on behalf of Leadership Square, Ltd., an Oklahoma limited partnership.

My commission expires:

Notary Public

(SEAL)

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 1985, by Joe R. Love, general partner on behalf of Leadership Square, Ltd., an Oklahoma limited partnership.

My commission expires: _____

Notary Public

(SEAL)

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 1985, by _____ Chairman of the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate, on behalf of said public body corporate.

My commission expires: _____

Notary Public

(SEAL)

ACCEPTED BY THE CITY COUNCIL OF OKLAHOMA CITY, OKLAHOMA, a municipal corporation, this _____ day of _____, 1985.

ANDREW M. COATS, MAYOR

CITY CLERK

APPROVED AS TO FORM AND LEGALITY this _____ day of _____, 1985.

MUNICIPAL COUNSELOR

EXHIBIT "A"

Legal Description

A part of Block 36 of the ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, more particularly described as follows: COMMENCING at the Southwest corner of said Block 36; thence North for a distance of 109.70 feet to the point or place of beginning; thence East for a distance of 125.50 feet; thence North for a distance of 81.00 feet; thence West for a distance of 120.50 feet to a point of curvature; thence Northwesterly on a curve to the right with a radius of 14.50 feet (chord bearing North 79°54'52" West, chord distance of 5.08 feet) for an arc length of 5.11 feet; thence South for a distance of 24.07 feet to a point of curvature; thence Northeasterly on a curve to the right with a radius of 18.50 feet (chord bearing North 79°42'54" East, chord distance of 6.61 feet) for an arc length of 6.64 feet to the point of tangency; thence East for a distance of 73.50 feet to a point of curvature; thence Southerly on a curve to the right with a radius of 18.50 feet (chord bearing South 00°00'00" West, chord distance of 37.00 feet) for an arc length of 58.12 feet to a point of tangency; thence West for a distance of 73.50 feet to a point of curvature; thence Northwesterly on a curve to the right with a radius of 18.50 feet (chord bearing North 79°42'54" West, chord distance of 6.61 feet) for an arc length of 6.64 feet; thence South for a distance of 23.18 feet to the point or place of beginning, containing 6,674.40 square feet or .1532 acres.

EXHIBIT "B"

Legal Description

Transformer Vault Area: A part of Block 36 of the ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: COMMENCING at the Southeast corner of Lot 12 in said Block 36; thence North on the East line of said Lot 12 for a distance of 106.00 feet to the point or place of beginning; thence West and parallel to the South line of said Block 36 for a distance of 38.50 feet; thence North and parallel to the East line of said Lot 12 for a distance of 26.00 feet; thence East and parallel to the South line of said Block 36 for a distance of 38.50 feet to a point on the East line of said Lot 12; thence South on the East line of Lot 12 for a distance of 26.00 feet to the point or place of beginning.

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Air Intake and Exhaust Area: A part of Block 36 of the ORIGINAL PLAT OF OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows: COMMENCING at the Northeast corner of Lot 13 in said Block 36; thence West along the North line of said Lot 13 a distance of 8.50 feet; thence North and parallel to the West line of said Block 36 a distance of 1.00 foot to the point or place of beginning; thence West and parallel to the North line of said Lot 13 for a distance of 14.50 feet; thence North and parallel to the West line of said Block 36 for a distance of 17.50 feet; thence East and parallel to the North line of said Lot 13 for a distance of 14.50 feet; thence South and parallel to the West line of said Block 36 for a distance of 17.50 feet to the point or place of beginning.