

AGREEMENT TO CONVEY REAL ESTATE

THIS AGREEMENT is made this _____ day of August, 2013, by and between **THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA** (the “**COUNTY**”), and **THE TULSA CITY-COUNTY LIBRARY COMMISSION** (“**TCCL**”).

1. **Sale of Property.** The County agrees to sell and convey to TCCL, and TCCL agrees to purchase and acquire from the County that certain real property located within the City of Tulsa, Tulsa County, State of Oklahoma, to wit:

Lots 1 through 6 and the vacated 20 foot alley adjacent to Lots 1 through 6, Block 132, Tulsa – Original Town, Tulsa County, Oklahoma,

together with the buildings, improvements, fixtures, easements and other items of real property located thereon or attached thereto (collectively referred to as the “**Property**”).

2. **Consideration.** In consideration for the purchase and sale of the Property, TCCL agrees to pay the County the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration the sufficiency of which is hereby acknowledged by TCCL and the County, which shall include the Right of First Refusal: In the event that TCCL receives a bona fide offer to purchase the Property which TCCL is willing to accept, then TCCL shall provide a copy of such offer to purchase to the County within 48 hours of the receipt of such offer at which time the County shall have a period of a further thirty (30) days to confirm to TCCL that the County wishes to purchase the Property upon the same terms and conditions as set out in the offer to purchase failing which TCCL shall be at liberty to sell the Property pursuant to the offer to purchase. Upon request, the County shall subordinate its Right of First Refusal to the interest of any secured lender providing financing for library renovations.

3. **Title and Survey.** TCCL has obtained a survey of the Property and has examined title to the Property and hereby agrees to accept such title as the County is able to convey at closing. Conveyance of the Property shall be by Special Warranty Deed pursuant to which the County shall warrant that the Property is free and clear of all right, title and interest of third parties claiming by, through or under the County, but not otherwise.

4. **Closing.** The closing of the purchase and sale of the Property shall take place at the County’s offices at 500 South Denver, Tulsa, Oklahoma, at a date and time specified by TCCL, provided the County shall be given no less than fourteen (14) days’ notice of such date. At the closing, the County shall convey the Property to TCCL by Special Warranty Deed, in a form reasonably approved by counsel for TCCL and the County. Concurrently with the delivery by the County of the Special Warranty Deed, TCCL will pay the cash purchase price to the County and both parties shall execute and deliver such additional documents as the County or TCCL and their respective counsel may reasonably request. The County and TCCL will each pay their own attorneys’ fees incurred in connection with this transaction. TCCL will pay all other costs of closing and of recording.

5. **Notices.** All notices and communications permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand-delivered in person or sent by facsimile transmission or by United States Mail, registered or certified, postage prepaid, to the addresses set forth below:

To County: The Board of County Commissioners of Tulsa County, Oklahoma
Attn: Chairman
500 South Denver
Tulsa, Oklahoma 74103

With copy to: Tulsa County District Attorney
Attn: Chief, Civil Division
500 South Denver, Suite 900
Tulsa, Oklahoma 74103

To TCCL: Tulsa City-County Library Commission
Attn: Chairman
400 Civic Center
Tulsa, Oklahoma 74103

With copy to: Tulsa City-County Library
Attn: CEO
400 Civic Center
Tulsa, Oklahoma 74103

6. **Parking Facilities.**

(a) **Existing Parking Structure.** Simultaneously with the execution and delivery of the Special Warranty Deed, the parties agree to execute and deliver a Parking Lot Agreement which shall replace the previous Parking Lot Agreement dated June 7, 1983, relating to the use and maintenance of a parking structure located under the vacated 5th Street between the Central Library Building and the Tulsa County Courthouse. Pursuant to this Parking Lot Agreement, the County shall retain possession of the below grade level of the parking structure and shall obtain possession of the south one-half of the grade level of the parking structure.

(b) **Proposed Parking Garage.** The County and TCCL acknowledge that TCCL has undertaken an extensive renovation project at the Central Library located on the Property. As a part of that renovation, TCCL intends to construct a multi-level parking garage located on the western most portion of the Property and extending into a portion of the vacated Elwood Avenue located between West Fifth Street and West Fourth Street, Tulsa, Oklahoma. A portion of this new structure is intended to be built in the airspace above property owned by the City of Tulsa and leased to TCCL pursuant to an Air Rights Lease Agreement (the "Lease Agreement"). TCCL agrees, that if construction of the multi-level parking

garage has not commenced within two (2) years of the date of this Agreement (the “Commencement Deadline”), the County shall have the option to lease for nominal consideration from TCCL that portion of the Property identified as the site for construction of the parking garage and to assume TCCL’s rights and obligations under the Lease Agreement with the City of Tulsa for purposes of constructing its own parking garage (the “Option”). The County may exercise its Option by notice, in writing, delivered to the City of Tulsa and to TCCL within one (1) year after expiration of the Commencement Deadline. Upon exercise of the Option, the County shall have a period of one (1) year to commence construction of the parking garage. If construction has not been commenced within that time, the County’s Option shall terminate and be of no further force or effect. If the County completes construction of a parking garage on the Property, it shall make available to TCCL, at no cost, fifty-four (54) parking spaces in the parking garage for the exclusive use of TCCL's patrons and employees. TCCL agrees, upon request of the County, to execute and deliver a Memorandum of Agreement, in recordable form, describing the Property covered by the Option, the Option term and any other provisions of this Agreement which either party shall request.

7. **Miscellaneous.**

(a) This Agreement represents the entire agreement between the parties hereto. There are no collateral or oral agreements or understandings regarding the subject matter contained herein. This Agreement shall not be modified in any manner except by instrument in writing executed by the parties.

(b) **No Merger.** The provisions of this Agreement shall not merge into the documentation from this transaction but shall survive the closing of this transaction and the execution and delivery of the deed pursuant thereto.

(c) **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such terms, conditions and covenants to the persons or circumstances other than those to which is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

ATTEST:

**THE BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY, OKLAHOMA**

COUNTY CLERK

By: _____
Karen Keith, Chairman

“COUNTY”

TULSA CITY-COUNTY LIBRARY COMMISSION

By: _____
Judy Randle, Chairman

“TCCL”