

AGREEMENT TO CONVEY REAL ESTATE

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

History. The County presently owns contiguous Blocks 132 and 152, Original Town of Tulsa, Tulsa County, Oklahoma. The Downtown Tulsa City-County Library is located on Block 132 and the County Courthouse Building is located on Block 152. The County owns a two-level sheltered/underground parking garage situated between the two buildings.

1. **Sale of Real Property.** The County agrees to sell and convey to CCLCTC, and CCLCTC 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, Original Town of Tulsa, 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 "Real Property"), less and except the County's reservation of an appurtenant easement in the real estate which for the past fifty years has been, and is presently, used as the northern end of the County's two-level sheltered/underground parking garage, described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto (referred to as the "Easement Property").

2. **Consideration.** In consideration for the purchase and sale of the Real Property, CCLCTC 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 CCLCTC and the County, which shall include the following Right of First Refusal: In the event that CCLCTC receives a bona fide offer to purchase the Real Property which CCLCTC is willing to accept, then CCLCTC 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 CCLCTC that the County wishes to purchase the Real Property upon the same terms and conditions as set out in the offer to purchase failing which CCLCTC shall be at liberty to sell the Real 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.** CCLCTC has obtained a survey of the Real Property and has examined title to the Real Property and hereby agrees to accept such title as the County is able to convey at closing. Conveyance of the Real Property shall be by Special Warranty Deed and Reservation of Appurtenant Easement pursuant to which the County shall warrant that the Real

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 Real Property shall take place at the County's offices at 500 South Denver, Tulsa, Oklahoma, at a date and time specified by CCLCTC, provided the County shall be given no less than fourteen (14) days' notice of such date. At the closing, the County shall convey the Real Property to CCLCTC by Special Warranty Deed and Reservation of Appurtenant Easement in a form reasonably approved by counsel for CCLCTC and the County. Concurrently with the delivery by the County of said Special Warranty Deed and Reservation of Appurtenant Easement, CCLCTC will pay the cash purchase price to the County and both parties shall execute and deliver such additional documents as the County or CCLCTC and their respective counsel may reasonably request. The County and CCLCTC will each pay their own attorneys' fees incurred in connection with this transaction. CCLCTC 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 CCLCTC: City-County Library Commission of Tulsa County
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 aforesaid Special Warranty Deed and Reservation of Appurtenant Easement, 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 the County's two-level sheltered/underground parking garage. Pursuant to this Parking Lot Agreement, the County shall retain possession of the lower level of the parking garage and shall obtain possession of the south one-half of the upper level of the parking garage.

(b) Proposed Parking Garage. The County and CCLCTC acknowledge that CCLCTC intends to renovate the Downtown Tulsa City-County Library located on the Real Property. As a part of that renovation, CCLCTC intends to construct a multi-level parking garage located on the western most portion of the Real Property and extending into a portion of the vacated Elwood Avenue located between vacated 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 CCLCTC pursuant to an Air Rights Lease Agreement (the "Lease Agreement"). CCLCTC agrees, that if construction of the multi-level parking garage has not commenced within two (2) years of the date of the Lease Agreement, the County shall have the option to lease for nominal consideration from CCLCTC that portion of the Real Property identified as the site for construction of the parking garage and to assume CCLCTC'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 CCLCTC within three (3) years of the date of the Lease Agreement. 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 Real Property, it shall make available to CCLCTC, at no cost, fifty-four (54) parking spaces in the parking garage for the exclusive use during normal business hours of CCLCTC's patrons and employees. CCLCTC agrees, upon request of the County, to execute and deliver a Memorandum of Agreement, in recordable form, describing the Real Property covered by the Option, the Option term and any other provisions of the Lease Agreement.

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:

BOARD OF COUNTY COMMISSIONERS
TULSA COUNTY, OKLAHOMA

Karen Keith, Chair and Commissioner District 2

John Smaligo, Commissioner District 1

Ron Peters, Commissioner District 3

CITY-COUNTY LIBRARY COMMISSION
OF TULSA COUNTY

By: _____
Judy Randle, Chairman

Pat Key, County Clerk

Easement Property

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS ALL OF THE SOUTHEASTERLY 44.0 FEET OF LOTS 3 AND 4 AND THE ADJACENT VACATED ALLEYWAY IN BLOCK 132 'ORIGINAL TOWN OF TULSA', CITY OF TULSA, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE OFFICIAL PLAT THEREOF AND THE NORTHWESTERLY HALF OF WEST 5TH STREET AND THE EASTERLY HALF OF SOUTH ELWOOD AVENUE EXTENDING TO THE INTERSECTION OF SAID CENTERLINES AND WHICH ARE ADJACENT TO SAID BLOCK 132, ALL LYING BELOW AN ELEVATION OF 709.9 FEET, NORTH AMERICAN VERTICAL DATUM 1988, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" THAT IS THE INTERSECTION OF THE CENTERLINES OF WEST 5TH STREET AND SOUTH ELWOOD AVENUE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SOUTH ELWOOD AVENUE FOR 84.00 FEET; THENCE NORTHEASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF BLOCK 132 FOR 40.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 4, SAID POINT BEING 44.00 FEET NORTHWESTERLY OF THE SOUTHWEST CORNER OF LOT 4; THENCE CONTINUING NORTHEASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF BLOCK 132 FOR 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE FOR 44.00 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE SOUTHEASTERLY ALONG AN EXTENSION OF THE EASTERLY LINE OF LOT 3 FOR 40.00 FEET TO A POINT ON THE CENTERLINE OF WEST 5TH STREET; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF WEST 5TH STREET FOR 340.00 FEET TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND, ALL LYING BELOW AN ELEVATION OF 709.9 FEET, NORTH AMERICAN VERTICAL DATUM 1988.

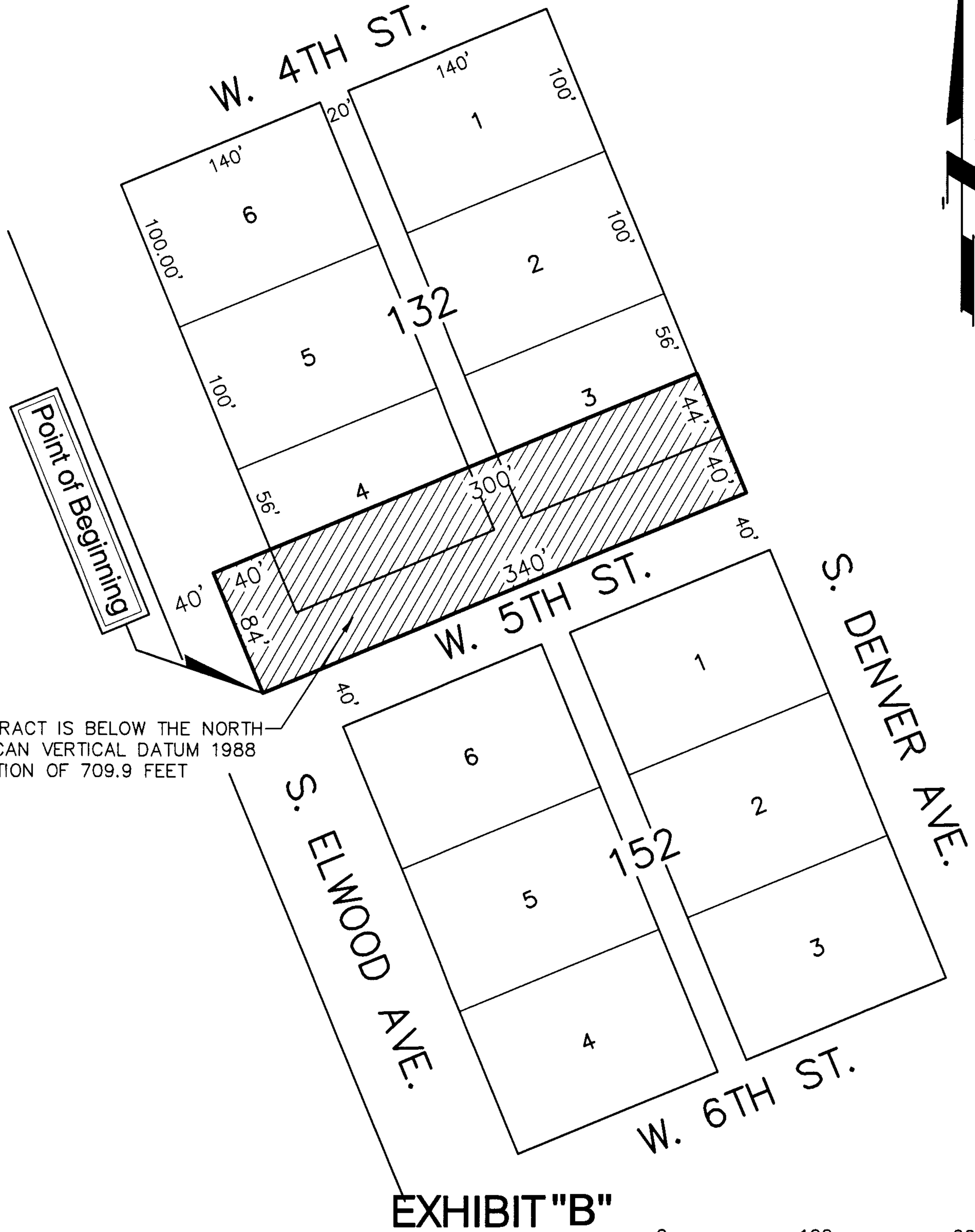
THE AREA (TOP VIEW) OF THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 28,560 SQUARE FEET OR 0.6556 ACRES.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY RONNIE LEE MARTIN, OKLAHOMA LICENSED PROFESSIONAL LAND SURVEYOR NO. 1203, ON OCTOBER 10, 2013. (CA NO. 1783)

G065A (57)
10/14/13:RM:sky
1912.02 Tulsa County Library-Metes & Bounds

EXHIBIT "A"

Easement Property



THIS TRACT IS BELOW THE NORTH AMERICAN VERTICAL DATUM 1988 ELEVATION OF 709.9 FEET

EXHIBIT "B"



SACK AND ASSOCIATES, INC.

3530 East 31st Street South, Suite A, Tulsa, Oklahoma 74135-1519
Ph: 918.592.4111 Fax: 918.592.4229 E-mail: soi@sackandassociates.com
CA Number 1783 (PE/LS) and 1462 (LA)

Project: ZZ LWR01
Drawn: LWR Order: G065A

Drawing: EXHBT01A
File: 1912.01 Drawer: C

XREFs: COPYRITE S-811X T-SAI2
Plotted: 09 OCT 2013