

**PARKING LOT AGREEMENT
AND MUTUAL ACCESS AND PARKING EASEMENT**

THIS AGREEMENT is entered into as of the 1st day of August, 2013, by and between the **TULSA CITY-COUNTY LIBRARY COMMISSION (“TCCL”)** and the **BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the “COUNTY”)**.

RECITALS:

A. The County owns all of Block 152 of the Original Town of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof (the “County Tract”).

B. TCCL owns all of Block 132 of the Original Town of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof (the “TCCL Tract”).

C. It is the mutual desire and purpose of each respective party hereto to provide efficient, reasonable parking for patrons of the Tulsa City-County Library and the Tulsa County Courthouse and Annex Building.

THEREFORE, in consideration of the mutual promises and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

1. **Parking Lots.** There are currently two (2) parking lots within a parking structure located below plaza level and between the County Tract and the TCCL Tract (collectively, the “Parking Lots”). One parking lot exists at grade level from Fourth Street (the “Upper Level”) and the other parking lot exists below grade level (the “Lower Level”). These lots lie between the City-County Library and the Tulsa County Courthouse on portions of the TCCL Tract, the County Tract and the vacated 5th Street between Denver Avenue and Elwood Avenue.

2. **Tulsa County Courthouse and Annex Parking.** The County will assume all control over all parking spaces on the Lower Level and the South one-half of the Upper Level.

3. **Tulsa City-County Library Parking.** TCCL will assume control over all parking spaces on the North one-half of the Upper Level.

4. **Cleaning.** The County will clean both Parking Lots.

5. **Electricity.** TCCL will pay for electricity for both Parking Lots.

6. **Maintenance.** The County will maintain the lights at the Lower Level. TCCL will maintain the lights at the Upper Level.

7. **Handicapped Parking Space.** Parking spaces will be provided on the Upper Level for people with disabilities as required by State law and/or City Ordinance. The County will furnish such spaces for both employees and patrons of the Tulsa County Courthouse/Annex from the South one-half of the Upper Level controlled by the County. TCCL will furnish such

spaces for both employees and patrons of the Tulsa City-County Library from the North one-half of the Upper Level controlled by TCCL.

8. **Effective Date.** This Agreement becomes effective August 1, 2013.

9. **Easement.** TCCL hereby grants, bargains, sells and conveys to the County a perpetual, non-exclusive easement over and across the South 43 feet of Lots 3 and 4 and the vacated alleyway of Block 132, Original Town of Tulsa, Tulsa County, Oklahoma, for the purpose of facilitating the parties' performance of the rights and obligations contained herein (the "Easement").

10. **Covenant Running with Lands.** The Easement and each of the mutual promises and agreements herein contained shall be easements, restrictions and covenants running with the lands and shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns, including, without limitation, all subsequent owners of the County Tract and the TCCL Tract, or any portion thereof, and all persons claiming by, through or under them. No rights established herein shall be assignable by the parties or any subsequent owner of the County Tract or the TCCL Tract except as an appurtenance to and in conjunction with the sale or subdivision of the same.

**TULSA CITY-COUNTY LIBRARY
COMMISSION**

By: _____
Judy Randle, Chairman

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

By: _____
Karen Keith, Chairman

ATTEST:

County Clerk

Approved as to Form:

Assistant District Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that **Judy Randle, Chairman of The Tulsa City-County Library Commission**, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the **The Tulsa City-County Library Commission**.

Witness my hand and notarial seal this _____ day of _____, 2013.

Notary Public

Notary Commission Number: _____

My Commission Expires: _____

(S E A L)

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that **Karen Keith, Chairman of the Board of County Commissioners of Tulsa County, Oklahoma**, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the **County of Tulsa, Oklahoma**.

Witness my hand and notarial seal this _____ day of _____, 2013.

Notary Public

Notary Commission Number: _____

My Commission Expires: _____

(S E A L)