



The City of Oklahoma City  
Office of City Clerk  
200 North Walker Ave  
Oklahoma City, Oklahoma 73102  
Project No. M4-MJ910: MAPS 4 FAMILY JUSTICE CENTER

#36,677

#### TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

**KNOW ALL PERSONS BY THESE PRESENTS THAT** this Temporary Access and Construction Easement Agreement (this "*Agreement*") is made by and between Midtown Hill, LLC, an Oklahoma limited liability company (herein "*Grantor*"), and The City of Oklahoma City, a municipal corporation (herein "*City*").

**WHEREAS**, the City has adopted a Resolution of Intent setting forth the Metropolitan Area Projects (MAPS) 4 Program, which includes the City's intent to allocate \$38 million for the construction of a new, permanent family justice center ("*MAPS 4 Family Justice Center*") to offer services to victims of domestic violence, sexual assault, elder abuse, and human trafficking, and to support children exposed to trauma; and

**WHEREAS**, the City has developed architectural plans for the MAPS 4 Family Justice Center, an approximately 72,900 square foot, three-story building and improvements appurtenant thereto; and

**WHEREAS**, the Grantor will be donating to the City certain real property located at 1135 N. Hudson Avenue in Oklahoma City, Oklahoma, comprised of approximately 0.87 acres, where the MAPS 4 Family Justice Center is to be constructed ("*MAPS 4 Family Justice Center Site*"); and

**WHEREAS**, on certain real property that is contiguous to the MAPS 4 Family Justice Center Site, the Grantor will cause the construction of a parking garage and related site improvements ("*Parking Garage Improvements*") that will, in part, serve the MAPS 4 Family Justice Center; and

**WHEREAS**, the Grantor and the City acknowledge that the construction of the MAPS 4 Family Justice Center will require the temporary use of, and access to, over, and across the MAPS 4 Family Justice Center Site and the Parking Garage Improvements site, which property is more particularly described on Exhibit A attached hereto and made a part hereof ("*Easement Premises*"); and

**WHEREAS**, Grantor has agreed to grant the City a temporary access and construction easement on, over, and across the Easement Premises for the purpose of allowing the City's general contractor to construct the MAPS 4 Family Justice Center, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the following covenants and promises, the parties agree as follows:

9/34

1. **Incorporation of Recitals.** The foregoing Recitals are true and correct and are expressly incorporated herein by this reference.

2. **Grant of Temporary Access and Construction Easement.** Grantor hereby grants, conveys, and declares for the benefit of the City (and its contractors and subcontractors) a temporary, non-exclusive right on, over, and across the Easement Premises for the purposes of: (a) performing the work required to construct the MAPS 4 Family Justice Center in accordance with the Plans and Specifications for Project No. M4-MJ010, MAPS 4 FAMILY JUSTICE CENTER approved and adopted by the City and that certain Contract between the City and Crossland Construction Company, Inc. ("**Contractor**") dated April 8, 2025, (b) access, ingress, and egress of motor vehicles, equipment, and personnel to facilitate the construction of the MAPS 4 Family Justice Center, and (c) staging and/or storing equipment and supplies on the Easement Premises, as necessary for exercising the construction and installation of the MAPS 4 Family Justice Center; provided, however, that the City shall not use the Easement Premises in a manner that unreasonably interferes with or increases the costs to Grantor to plan, prepare, and construct the Parking Garage Improvements (collectively, the "**Permitted Use**").

3. **Reservation of Rights.** Grantor expressly reserves the right to use or grant to others the right to use all or any portion of the area upon, above, across, or under the Easement Premises for any purpose whatsoever not inconsistent with the rights granted to the City hereunder, including, without limitation, to plan, prepare, and construct the Parking Garage, with the right of ingress and egress over and across the Easement Premises; provided such rights do not unreasonably interfere with or increase the costs to the City in exercising the Permitted Use of the Easement Premises pursuant to this Agreement.

4. **Term; Binding Effect.** The City acknowledges and agrees that this Agreement and the City's rights in and to the Easement Premises granted herein shall automatically self-terminate and expire, without need for execution or recording of a release or termination agreement to confirm the date of termination, on the earlier of: (a) the date that is six (6) months from the Effective Date, or (b) the date of the City's completion of utility relocation work on the site of the Parking Garage Improvements. Notwithstanding the foregoing, the City acknowledges that the rights granted to, and the duties assumed by, the City under this Agreement may not be assigned or delegated by the City without the express written consent of Grantor, which may be withheld in Grantor's sole discretion.

5. **Conduct of Work and Restoration of Easement Premises.** The City, its Contractor, and subcontractors shall comply with all applicable laws, rules and regulations, of any governmental authority, whether federal, state, county, or municipal, having jurisdiction over the Easement Premises. Any construction or activities performed during the term of this Agreement by or on behalf of the City shall be done in a good and first-class workman like manner, and the Easement Premises shall be left in a clean and orderly condition, with all debris removed therefrom. On revocation, surrender, or other termination of this Agreement, the City shall quietly and peaceably surrender the Easement Premises occupied by the City, its Contractor, and subcontractors in as good a condition as same were at the time of the City's entry thereon and shall promptly and diligently repair any damage to the Easement Premises caused by the activities of the City, its Contractor, or subcontractors. The

City shall not be responsible for restoring damage or disturbance to the Easement Premises not caused by the City's use of the Easement Premises.

6. **As-Is.** The Grantor makes no representations or warranties to the City or any person as to the safety, suitability, conditions, qualities or characteristics of the Easement Premises. The City accepts the Easement Premises pursuant to this Agreement AS IS, with all faults, known or unknown, and subject to all matters of public record.

7. **Covenants of Grantor.** The Grantor represents to the City that it has fee simple title to the Easement Premises and that it has the full right, authority, and capacity to grant the easements and rights granted hereunder. Grantor waives all right to any compensation for the City's use and enjoyment of the rights and privileges granted herein. However, the Grantor does not waive any claim for losses or damages that may result from the City's exercise of its rights hereunder.

8. **Existing Matters of Record.** This Agreement is subject to all liens, encumbrances, restrictions, and other matters of record in existence as of the Effective Date.

9. **Liens.** The City shall keep the Easement Premises free from liens arising in any manner out of the activities of the City and shall promptly discharge any such liens that are asserted.

10. **Grantor Not Liable.** In no event shall Grantor be liable for any damage, loss, or injury, including without limitation, damage to or loss of personal property or equipment, sustained by the City, the Contractor, or any other party acting through the City or Contractor within the Easement Premises.

11. **Default and Remedies.** In the event of a default by Grantor or the City of any provision of this Agreement, the non-breaching party shall give written notice to the breaching party. If the breaching party fails to cure the breach within thirty (30) days after written notice from the non-breaching party thereof (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting party commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), in addition to any other right or remedy available at law or in equity, the non-breaching party shall have the right, but not the obligation, to cure any such breach. The breaching party shall reimburse the non-breaching party for the cost thereof upon demand, together with interest accruing thereon at the highest rate of interest allowable by law, from and after the date of the non-breaching party's expenditure thereof, until the non-breaching party's receipt of full payment therefor.

12. **Indemnity.** To the extent permitted by law, the City shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Permitted Use or construction activities performed or the entry by the City or its Contractor, subcontractors, consultants, and employees onto the Easement Premises.

13. **Notices.** Any notice or other communication by either party to the other shall be in writing and shall be given and deemed to have been given when delivered personally, delivered by overnight courier, or three (3) days after being mailed postage pre-paid, registered or certified addressed as follows (or to such other address or office as either party may designate by written notice to the other party):

As to Grantor: Midtown Hill, LLC  
P.O. Box 2898  
Oklahoma City, Oklahoma 73101  
Attention: Chris Fleming  
Email: cfleming@rehcollc.com

With a copy to:

Calvert Law Firm  
1041 N.W. Grand Blvd.  
Oklahoma City, Oklahoma 73118  
Attention: Monica J. Hoenshell  
Email: mhoenshell@calvertlaw.com

As to the City: The City of Oklahoma City  
200 N. Walker, 3<sup>rd</sup> Floor  
Oklahoma City, Oklahoma 73102  
Attention: Craig Freeman, City Manager

With a copy to:

The City of Oklahoma City  
200 N. Walker, 2<sup>nd</sup> Floor  
Oklahoma City, Oklahoma 73102  
Attention: Amy Simpson, City Clerk

14. **Attorney Fees.** In the event of any dispute hereunder or of any action to enforce the terms of this Agreement or to declare rights under this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees, and expenses, including expert fees, attorney, and other professional fees, costs and expenses, whether suit be brought or not and whether in any bankruptcy action, in any declaratory action at trial, or on appeal.

15. **Entire Agreement; Modification.** This Agreement contains the entire and integrated agreement of the parties with respect to any matter mentioned herein. This Agreement may be modified or amended only by a writing signed by the parties to this Agreement.

16. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision shall be enforced to the maximum extent permitted by law.

---

17. **Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. **Effective Date.** This Agreement shall be effective upon the date last executed by the parties ("***Effective Date***"), whereupon it shall be recorded in the office of the County Clerk of Oklahoma County, Oklahoma.

*[The remainder of this page is intentionally blank. Signature pages follow.]*

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the 29<sup>th</sup> day of April, 2025.

**MIDTOWN HILL, LLC,**  
an Oklahoma limited liability company

By: [Signature]  
Robert E. Howard II, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA       )  
  ) SS:  
COUNTY OF OKLAHOMA    )

Before me, the undersigned, a Notary Public in and for said County and State, on the 29<sup>th</sup> day of April, 2025, personally appeared Robert E. Howard II, Manager of Midtown Hill, LLC, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

[Signature]  
Notary Public

My Commission Expires: 10-19-26  
My Commission Number: 10008710

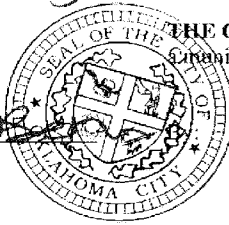
(SEAL)



**APPROVED** by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this 6th day of May, 2025.

ATTEST:

Amy K Simpson  
City Clerk



**THE CITY OF OKLAHOMA CITY.**  
Municipal corporation

David Holt  
Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA       )  
  ) SS:  
COUNTY OF OKLAHOMA    )

This document was acknowledged before me on the 6th day of May, 2025, by David Holt, the Mayor of The City of Oklahoma City, a municipal corporation.

David R. Wright  
Notary Public

My Commission Expires: 1/24/29  
My Commission Number: 13000797

(SEAL)



**REVIEWED** for form and legality.

[Signature]  
Assistant Municipal Counselor

**Exhibit A****Legal Description of Easement Premises****MAPS 4 Family Justice Center Site**

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being all of Lots One (1) through Four (4) and Lots Thirty-seven (37) through Forty (40) and a portion of Lots Five (5) and Thirty-six (36) in DESOTO ADDITION and a portion of Hudson Avenue and Park Place (platted Columbus Avenue) according to the recorded Plat, being more particularly described as follows:

BEGINNING at the Northeast (NE) Corner of said Lot 1;

THENCE North 89°49'14" East, along and with the extended North line of said Lot 1, a distance of 20.00 feet;

THENCE South 01°24'11" West, departing the extended North line of said Lot 1, a distance of 250.02 feet;

THENCE South 89°49'14" West, a distance of 70.00 feet to a point on the West line of said Lot 39;

THENCE South 01°24'11" West, along and with said the West line of said Lot 39 extended, a distance of 61.00 feet to the Southeast corner of the Partial Street Vacation as described in Journal Entry of Judgement Case No. CV-2015-195, recorded in Book 12803, Page 697;

THENCE North 89°39'15" West, along and with the South line of said Partial Street Vacation, a distance of 65.23 feet;

THENCE North 00°00'00" East, departing the South line of said Partial Street Vacation, a distance of 69.01 feet;

THENCE North 90°00'00" East, a distance of 5.00 feet;

THENCE North 00°00'00" East, a distance of 194.52 feet;

THENCE North 90°00'00" West, a distance of 5.00 feet;

THENCE North 00°00'00" East, a distance of 46.78 feet to a point on the North line of said Lot 5;

THENCE North 89°49'14" East, along and with the North lines of said Lots 5 through 1, a distance of 122.85 feet to the POINT OF BEGINNING.

Containing 37,967 square feet or 0.8716 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.



**Exhibit A (continued)****Parking Garage Improvements Site**

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being all of Lots Six (6) through Ten (10) and a portion of Lots Five (5) and Thirty (30) through Thirty-six (36) and a portion of the East/West alley as shown on the recorded plat DESOTO ADDITION, being more particularly described as follows:

Commencing at the Northeast (NE) Corner of said Lot 1;

THENCE South 89°49'14" West, along and with the North lines of Lots 1 through 5, a distance of 122.85 feet to the POINT OF BEGINNING;

THENCE South 00°00'00" East, departing the North line of said Lot 5 a distance of 47.24 feet;

THENCE North 90°00'00" East, a distance of 5.00 feet;

THENCE South 00°00'00" East, a distance of 194.52 feet;

THENCE North 90°00'00" West, a distance of 5.00 feet;

THENCE North 00°00'00" East, a distance of 1.77 feet;

THENCE North 90°00'00" West, a distance of 139.97 feet;

THENCE North 00°00'00" East, a distance of 92.09 feet to the centerline of said East/West Alley;

THENCE North 89°49'14" East, along and with the centerline of said East/West Alley, a distance of 9.20 feet to a point on the extended West line of said Lot 10;

THENCE North 01°24'11" East, along and with the extended West line of said Lot 10, a distance of 147.51 feet to the Northwest (NW) Corner of said Lot 10;

THENCE North 89°49'14" East, along and with the North lines of said Lots 10 through 5, a distance of 127.15 feet to the POINT OF BEGINNING.

Containing 32,909 square feet or 0.7555 acres, more or less.