



The City of Oklahoma City
Planning Department, Subdivision and Zoning
 420 West Main Street, Suite 910, Oklahoma City, Oklahoma, 73102
 Phone: (405) 297-2623 – Web: <https://www.okc.gov>

APPLICATION FOR REZONING

Redistricting

Oklahoma City First Church of the Nazarene

Project Name

4400 NW Expressway, Oklahoma City, OK 73116

Address / Location of Property to be Rezoned

Staff Use Only

Case No.: PC

File Date:

Ward No.:

Nbhd. Assoc.:

School District:

Extg Zoning:

Overlay:

Church, zoned R-1

Present Use of Property

Rezoned to C-3 to allow for rental use of community center commercial kitchen

Purpose Statement / Proposed Development

C-3

Proposed Zoning District

6.09 Acres

ReZoning Area (Acres or Square Feet)

REQUIREMENTS FOR SUBMITTAL:

- ☐ 1.) One (1) Typed Legal Description of Proposed Rezoning area in MS Word file (.doc or .docx) format.
- ☐ 2.) One (1) copy of Recorded Deed(s), with Exhibit(s), listing current Property Owner in .pdf format.
- ☐ 3.) One (1) copy of Letter of Authorization from Property Owner listing Designated Representative, if Applicant is not the Property Owner of record.
- ☐ 4.) One (1) copy of Property Owners Report listing all property owners who own property within a 300-foot buffer area of the property to be rezoned. The list **MUST** include the mailing address and the legal description of their property and **MUST** be current to within 30 days of the date of submittal of the application. A minimum of 10 separate individual property owners is required. If there are less than 10 individual owners within the 300-foot buffer, the radius must be extended by increments of 100 feet until the list contains no less than 10 owners. Provide One (1) PDF (.pdf) file version, AND one (1) MS Excel (.xls or .xlsx) file version.
- ☐ 5.) One (1) Signed and Notarized copy of "Affirmation" that the Property Owners Report listings are true and correct unless the list is prepared by a Certified Abstractor or County official.
- ☐ 6.) Maps, Site Plan and, or Survey Exhibits must be Letter size (8.5" x 11"), 600dpi minimum resolution, and in a .pdf file format. Photographic file formats of drawings, maps, or other documents will not be accepted.
- ☐ 7.) A filing fee of \$1500.00 must be remitted within One (1) business day of submittal confirmation. (Online payment preferred.)

Property Owner Information (if other than Applicant):

First Church of the Nazarene

Name

4400 NW expressway

Mailing Address

Oklahoma City, OK 73116

City, State, Zip Code

405-843-9588

Phone

Email

info@okcfirst.com

Signature of Applicant

Jon Middendorf

Applicant's Name (please print)

4400 NW Expressway

Applicant's Mailing Address

Oklahoma City, OK 73116

City, State, Zip Code

405-843-9588

Phone

Email

jon@okcfirst.com

Submit your Application by Email to Subdivisionandzoning@OKC.gov
 Compressed files (.zip, etc...) or links to FileShare services (Dropbox, etc.) can not be accepted for security purposes.

My commission expires: Jan 12, 2011

SECOND PARTY:

FIRST CHURCH OF THE NAZARENE OF OKLAHOMA CITY, as to its undivided interest in the Property.

By: [Signature] Jon MIDDENDORF
Its: PASTOR & BOARD PRESIDENT
Date: 8/29/08

THIS INSTRUMENT MUST BE BOTH WITNESSED AND ACKNOWLEDGED

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Before me, the undersigned authority, on this day personally appeared Jon Middendorf the Pastor & Board President of the First Church of the Nazarene of Oklahoma City, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity stated, and as the act and deed of said entity.

Given under my hand and official seal this 29th day of Aug., 2008.

(SEAL)

[Signature]

BOOK 3733 PAGE 202

WARRANTY DEED

(Statutory Form--Individual)

OCT-22-68 55938 LSTAd- 2.5

KNOW ALL MEN BY THESE PRESENTS:

THAT, WARREN F. WELCH and ELOISE B. WELCH, husband and wife, of Oklahoma County, State of Oklahoma, parties of the First Part, in consideration of the sum of Ten Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the FIRST CHURCH OF THE NAZARENE OF OKLAHOMA CITY, a corporation, of Oklahoma County, State of Oklahoma, party of the Second Part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:



A part of the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 2, Township 12 North, Range 4 West, of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: BEGINNING at the Southeast Corner of the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2; thence West along South line of said $N\frac{1}{2}$ of $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2, a distance of 926.50 feet, to the center line of the bed of a meandering creek; thence Northerly along the center line of said creek bed, North 9 degrees 53 min. 03 sec. East 134.05 feet; thence South 70 degrees 07 min. East 40 feet; thence North 36 degrees 53 min. East 140 feet; thence North 60 degrees 07 min. West 100 feet; thence North 38 degrees 07 min. West 55 feet; thence North 0 degrees 53 min. East 104 feet; thence South 85 degrees 53 min. West 78 feet; thence North 48 degrees 07 min. West 65 feet; thence North 48 degrees 53 min. East 285 feet; thence North 36 degrees 01 min. East 92.10 feet; thence South 61 degrees 27 min. East 125 feet; thence North 28 degrees 32 min. 44 sec. East 34 feet, to a point of intersection of the center line of the bed of said creek and the Southerly right-of-way line of Northwest Highway; thence South 61 degrees 27 min. 16 sec. East along said Southerly right-of-way line of Northwest Highway 566.68 feet to the point of the intersection of the Southerly right-of-way line of said Northwest Highway and the East line of the said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2; thence South 0 degrees 18 min. 30 sec. West along the East line of said $N\frac{1}{2}$ of $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2 320.30 feet to the point of beginning, being a tract of land containing 11.10 acres more or less. Subject to easements and rights-of-way of record.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said Party of the Second Part, its Successors and Assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature, except as referred to above.

SIGNED and delivered this 21st day of October, 1968.

Warren F. Welch
WARREN F. WELCH

Eloise B. Welch
ELOISE B. WELCH

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA }
OKLAHOMA COUNTY } ss

Before me, the undersigned, a Notary Public in and for said County and State on this 21st day of October, 1968, personally appeared WARREN F. WELCH and ELOISE B. WELCH, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Madell S. Johnson
NOTARY PUBLIC

LEGAL DESCRIPTION

A part of the North Half (N1/2) of the Southwest Quarter (SW1/4) of section 2, Township 12 North, Range 4 West, of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: **BEGINNING** at the Southeast Corner of the N1/2 of the SW1/4 of the SW1/4 of Section 2; Thence West along South line of said N1/2 of SW1/4 of the SW1/4 of Section 2, a distance of 926.5 feet, to the center line of the bed of a meandering creek: thence Northerly along the center line of said creek bed, North 9 degrees 52 min. 03 sec. East 134.05 feet: thence south 70 degrees 07 min. East 40 feet: thence North 36 degrees 53 min. East 140 feet: thence North 60 degrees 07 min. West 100 feet: thence North 28 degrees 07 min. West 55 feet: thence North 0 degrees 53 min. East 104 feet: thence South 85 degrees 53 min. West 78 feet; thence North 48 degrees 07 min. West 65 feet; thence North 48 degrees 53 min. East 285 feet; thence North 86 degrees 01 min. East 92.1 feet; thence South 61 degrees 27 min. East 125 feet; thence North 28 degrees 32 min. 44 sec. East 34 feet, to a point of intersection of the center line of the bed of said creek and the Southerly right-of-way line of Northwest Highway; thence South 61 degrees 27 min. 16 sec. East along said southerly right-of-way line of Northwest Highway 666.68 feet to the point of the intersection of the Southerly right-of-way line of said Northwest Highway and the East line of the N1/2 of the SW ¼ of the SW1/4 of Section 2; thence South 0 degrees 18 min. 30 sec. West along the East line of said N1/2 of SW ¼ of the SW ¼ of Section 2, 320.30 feet to the point of beginning, being a tract of land containing 11.1 acres more or less, subject to easements and rights of way of record.

WARRANTY DEED

(Statutory Form—Corporation)

BOOK 4055 PG 869 AUG-15-72 49707

LST Aad —

250

KNOW ALL MEN BY THESE PRESENTS:

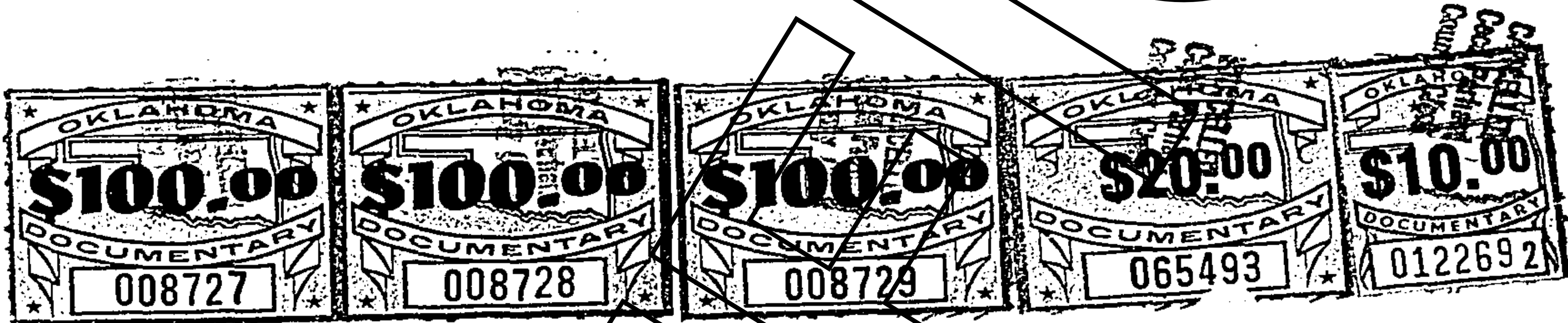
That FIRST CHURCH OF THE NAZARENE OF OKLAHOMA CITY

_____ a corporation, party of the first part,
in consideration of the sum of TEN AND NO/100-----dollars,

and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto NORTHWEST OFFICE CENTER, JOINT VENTURE, an
Oklahoma general partnership

party _____ of the second part, the following described real property and premises situate in Oklahoma
County, State of Oklahoma, to-wit:

Described at Exhibit "A" attached as a part hereof



together with all the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party Y of the second part, its
successors heirs/and assigns forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, subject to mineral interests previously reserved or conveyed of record.

Signed and delivered this 15th day of August, 19 72

FIRST CHURCH OF THE NAZARENE OF
OKLAHOMA CITY, an Oklahoma corporation

By M. E. V. Hardy
President

Attest:

(SEAL)

CORPORATION ACKNOWLEDGMENT

(Oklahoma Form)

STATE OF OKLAHOMA County of OKLAHOMA, as:

On this 15th day of August, A. D. 19 72, before me, the undersigned, a

Notary Public in and for the County and State aforesaid, personally appeared W. E. Hardy,
to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument
as its President and acknowledged to me that he executed the same as his free and voluntary act and
deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My commission expires Dec. 1, 1974

Nita D. Mason Notary Public.

When instrument is executed by a corporation, the corporate name must be shown and instrument signed by its President or Vice-President and attested by its Secretary or Assistant Secretary and the Corporate Seal affixed.

NOTE—This form is supplied by TITLE GUARANTY DEPARTMENT of AMERICAN-FIRST TITLE & TRUST CO., Oklahoma City, for the convenience of ATTORNEYS. No legal instrument or form should ever be prepared by anyone other than an Attorney.

BOOK 4055 PG 870

The following described real property located in Oklahoma County, Oklahoma:

A part of the North Half ($N\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Two (2), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, more particularly described as follows:

BEGINNING at the SE Corner of the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2; THENCE West along the South line of said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2, a distance of 482.71 feet; THENCE N $0^{\circ}18'30''$ E and parallel with the East line of said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2, a distance of 582.12 feet to a point of intersection of the Southerly right-of-way line of the Northwest Highway; THENCE S $61^{\circ}27'16''$ E along said Southerly right-of-way line of the Northwest Highway, a distance of 547.90 feet to the point of intersection of the Southerly right-of-way line of said Northwest Highway and the East line of said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2; THENCE S $0^{\circ}18'30''$ W along the East line of said $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2, 320.30 feet to the point of beginning, being a tract of land containing 5.115 acres, more or less.

EXHIBIT "A"

Larry Stein Oklahoma County Assessor's Office



Ownership Radius Report

This Official Report is for Account Number R149833800 and is a 400-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office. Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.



STATE OF OKLAHOMA } ss:
COUNTY OF OKLA

I, the duly elected, qualified and acting
County Assessor, in and for the County
and State aforesaid, do hereby certify that
the within and foregoing is a full, true and
complete copy of 400ft Radius Report
filed in the office of the County Assessor
on the 8 day of September, 20 22

Given under my hand and official seal this
8 day of September, 20 22

County Assessor

G. Knight

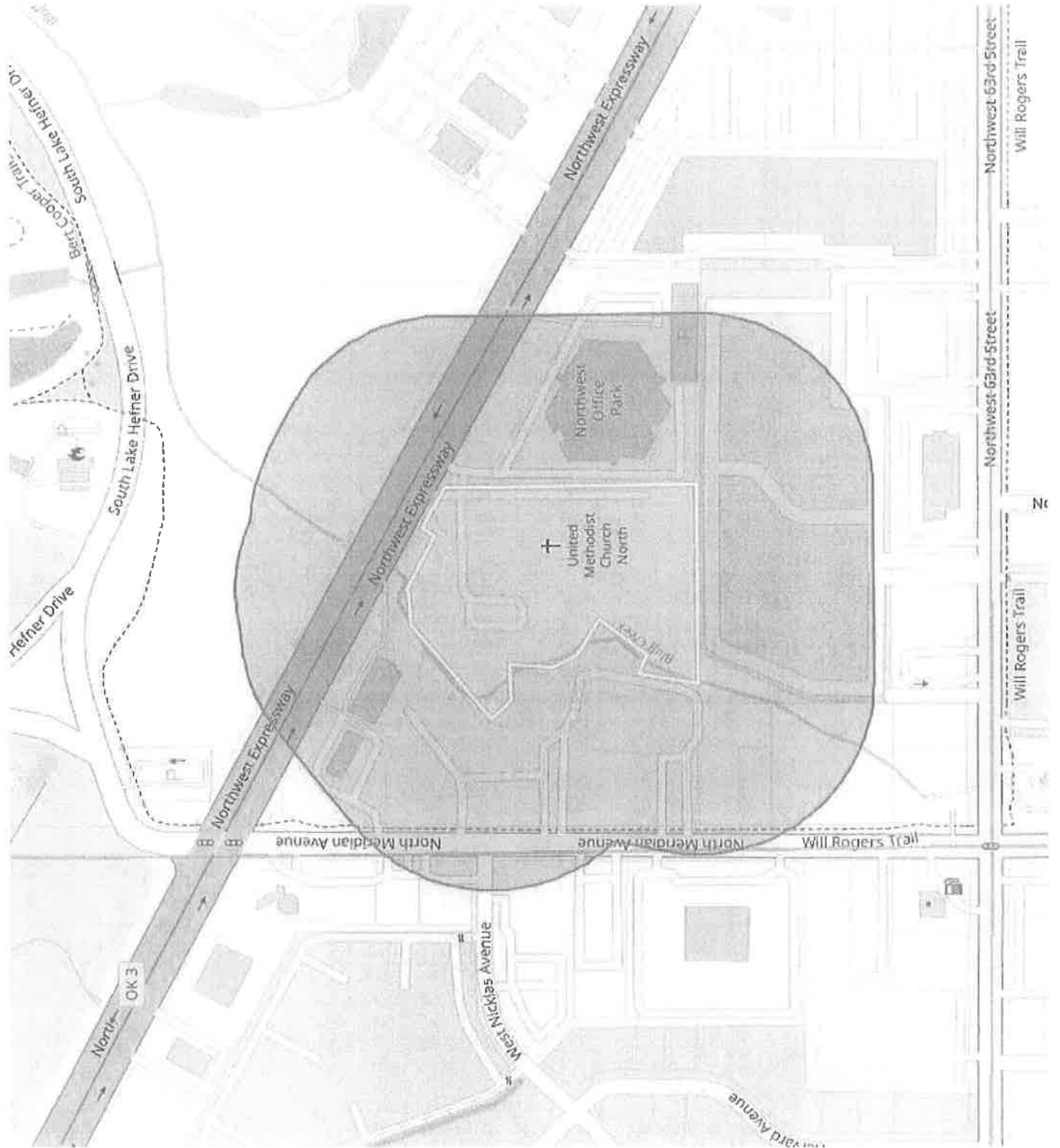
Deputy

Oklahoma County Assessor's
400ft Radius Report
9/8/2022

accountno	name1	name2	mailingaddress1	Shape	city	state	zipcode	subname	block	lot	legal	location
R149834012	DOWNTOWN PROPERTY LLC		PO BOX 76499		OKLAHOMA CITY	OK	73147-2499	UNPLTD PT SEC 02 12N 4W	000	000	UNPLTD PT SEC 02 12N 4W 000 000 PT SW4 SEC 2 12N 4W BEG 1053FT E SW/C SD SW4 TH N300FT E264FT S300FT W264FT TO BEG SUBJ TO EASEMENTS OF RECORD	4301 NW 63RD ST, Unit 108 OKLAHOMA CITY
R149834055	JANDAC LLC		6450 N MERIDIAN AVE		OKLAHOMA CITY	OK	73116	UNPLTD PT SEC 02 12N 4W	000	000	UNPLTD PT SEC 02 12N 4W 000 000 PT SW4 SEC 2 12N 4W BEG 225FT N OF SW/C SW4 TH N270FT E333FT S270FT W333FT TO BEG SUBJ TO ESMTS OF RECORD	6450 N MERIDIAN AVE OKLAHOMA CITY
R149834001	SMITH WILLIAM & SANDRA CO TRS	SMITH FAMILY TRUST	8100 NW 125TH ST PL		OKLAHOMA CITY	OK	73142	UNPLTD PT SEC 02 12N 4W	000	000	UNPLTD PT SEC 02 12N 4W 000 000 PT OF SW4 SEC 2 12N 4W BEG 50FT S OF NW/C OF S 1/2 OF SW4 OF SW4 TH E233FT S75FT W233FT N75FT TO BEG LESS W50FT	6500 N MERIDIAN AVE OKLAHOMA CITY
R149833985	JANDAC LLC		6450 N MERIDIAN		OKLAHOMA CITY	OK	73116	UNPLTD PT SEC 02 12N 4W	000	000	UNPLTD PT SEC 02 12N 4W BLK 000 LOT 000 PT SW4 SEC 2 12N 4W BEG 570FT N OF SW/C SW4 TH N90FT E333FT S165FT W100FT N75FT W233FT TO BEG CONT .8602ACRS MORE OR LESS SUBJ TO ESMTS OF RECORD	6508 N MERIDIAN AVE OKLAHOMA CITY
R149833995	CHEYV CHASE LLC		14200 S WESTERN AVE		OKLAHOMA CITY	OK	73170-7016	UNPLTD PT SEC 02 12N 4W	000	000	UNPLTD PT SEC 02 12N 4W 000 000 PT SW4 SEC 2 12N 4W BEG 333FT E OF SW/C SW4 TH E35FT N230FT E250FT S230FT E60FT N230FT E375FT N100FT E264FT S330FT E35FT N660FT W1019FT S660FT TO BEG SUBJ TO ESMTS OF R	6401 N WARREN AVE OKLAHOMA CITY
R147885004	HOLLOWAY WILLIS JR		5201 E HEFNER RD		OKLAHOMA CITY	OK	73131-6448	UNPLTD PT SEC 03 12N 4W	000	000	UNPLTD PT SEC 03 12N 4W 000 000 PT OF SE4 SEC 3 12N 4W BEG 828.13FT N OF SE/C OF SE4 TH W41.7 SFT N120FT E41.7 SFT S120FT TO BEG SUBJ TO EASEMENTS OF RECORD	6613 N MERIDIAN AVE OKLAHOMA CITY
R140861010	OKLA CITY FIRST CHURCH	OF THE NAZARENE FOUNDATION	4400 NW EXPY		OKLAHOMA CITY	OK	73116	BLUFF CREEK TOWNHOMES	000	000	BLUFF CREEK TOWNHOMES 000 000 UNIT 101	6550 N MERIDIAN AVE, Unit 101 OKLAHOMA CITY
R140881010	MIRZA INVESTMENTS LLC		1301 N JANEWAY AVE		MOORE	OK	73160	MERIDIAN NORTHWEST PLAZA AMD	000	000	MERIDIAN NORTHWEST PLAZA AMD 000 000 PT OF LOT 3 BEG 695FT N & 50FT E OF SW/C OF SW4 SEC 2 12N 4W TH N314FT E378FT SELY102.96FT E141.57FT SELY100FT SWLY140FT NWLY40FT SWLY6FT NWLY60FT NELY105.38FT W32	6600 N MERIDIAN AVE OKLAHOMA CITY
R142554755	NIXON HOLDINGS LLC		6621 N MERIDIAN AVE		OKLAHOMA CITY	OK	73116-1423	CULLENS LAKEVIEW	029	000	CULLENS LAKEVIEW 029 000 LOTS 1 2 & 3	6621 N MERIDIAN AVE OKLAHOMA CITY

**Oklahoma County Assessor's
400ft Radius Report
9/8/2022**

R149833805	MADRONA NW EXPRESSWAY LLC	ATTN RHONDA MESHEW	808 N 161ST E AVE	TULSA	OK	74116	UNPLTD PT SEC 02 12N 4W	000	000	UNPLTD PT SEC 02 12N 4W 000 000 PT SW4 SEC 2 12N 4W BEG SE/C OF N 1/2 OF SW4 OF SW4 TH W482.71FT N496.99FT SE547.90FT S235.17FT TO BEG	4334 NW EXPRESSWAY ST, Unit 214 OKLAHOMA CITY
R147885007	SHADID H K & JOYCE		6801 N MERIDIAN AVE	OKLAHOMA CITY	OK	73116-1404	UNPLTD PT SEC 03 12N 4W	000	000	UNPLTD PT SEC 03 12N 4W 000 000 PT OF SE4 SEC 3 12N 4W BEG 1301.8FT N OF SE/C OF SE4 TH S118.67FT W200FT N118.67FT E200FT TO BEG OR TR 2 EX E50FT TO CITY	6625 N MERIDIAN AVE OKLAHOMA CITY
R149833800	FIRST CHURCH OF THE	NAZARENE OF OKLAHOMA CITY	0	Unknown	NO	00000	UNPLTD PT SEC 02 12N 4W	000	000	UNPLTD PT SEC 02 12N 4W 000 000 PT SW4 SEC 2 12N 4W BEG SE/C N1/2 SW4 SW4 TH W926.3FT NLY 134.05FT SELY 45FT NELY 140FT TH NWLY & NELY 259FT SWLY 78FT NWLY 65FT NELY 377.1FT SELY 125FT NELY 24FT SELY	0 UNKNOWN OKLAHOMA CITY
R140131000	LAWSON JUNE ANN		6700 N MERIDIAN AVE APT A	OKLAHOMA CITY	OK	73116-1432	ASHBRIAR VILLAGE CONDO	000	000	ASHBRIAR VILLAGE CONDO 000 000 UNIT 6700A	6700 N MERIDIAN AVE, Unit A OKLAHOMA CITY
R147885510	PJS LLC	C/O DENNY SHADID	6801 N MERIDIAN AVE	OKLAHOMA CITY	OK	73116-1404	UNPLTD PT SEC 03 12N 4W	000	000	UNPLTD PT SEC 03 12N 4W 000 000 PT SE4 SEC 3 12N 4W BEG 1301.8FT N OF SE/C OF SE4 W200FT N100FT E200FT S100FT TO BEG	6723 N MERIDIAN AVE OKLAHOMA CITY
R140380990	COMMERCIAL DEVELOPMENT LLC		11900 N PENNSYLVANIA AVE, Unit A8	OKLAHOMA CITY	OK	73120-7824	MERIDIAN NORTHWEST PLAZA AMD	000	000	MERIDIAN NORTHWEST PLAZA AMD 000 000 PT LOT 1 BLK 1 & PT SW4 SEC 2 12N 4W BEG 1366FT N & 177.84FT E & 69.61FT SE OF SW/C SW4 TH SE229.66FT NE58.97FT ELY92.10FT NW125FT NLY 34.07FT NW199.02FT SW183.42F	4440 NW EXPRESSWAY ST, Unit A OKLAHOMA CITY
R140380995	REALTY INCOME CK1 LLC	C/O PORTFOLIO MANAGEMENT	11995 EL CAMINO REAL STE 101	SAN DIEGO	CA	92130-2539	MERIDIAN NORTHWEST PLAZA AMD	000	000	MERIDIAN NORTHWEST PLAZA AMD 000 000 PT LOT 1 BLK 1 & PT SW4 SEC 2 12N 4W BEG 1366FT N & 50FT E OF SW/C SW4 TH E127.84FT SE69.61FT NE183.42FT NW165FT SW125.90FT SW122.48FT S50FT TO BEG CONT 1.06ACRS	6800 N MERIDIAN AVE OKLAHOMA CITY
R149835000	CITY OF OKLA CITY		200 N WALKER AVE 2ND FLR	OKLAHOMA CITY	OK	73102	UNPLTD PT SEC 02 12N 4W	000	000	UNPLTD PT SEC 02 12N 4W 000 000 PT SW4 SEC 2 12N 4W THAT PT OF W 1/2 SW4 LYING N OF NORTHWEST HIGHWAY EXEMPT	4457 NW EXPRESSWAY ST OKLAHOMA CITY



[Sign in](#)

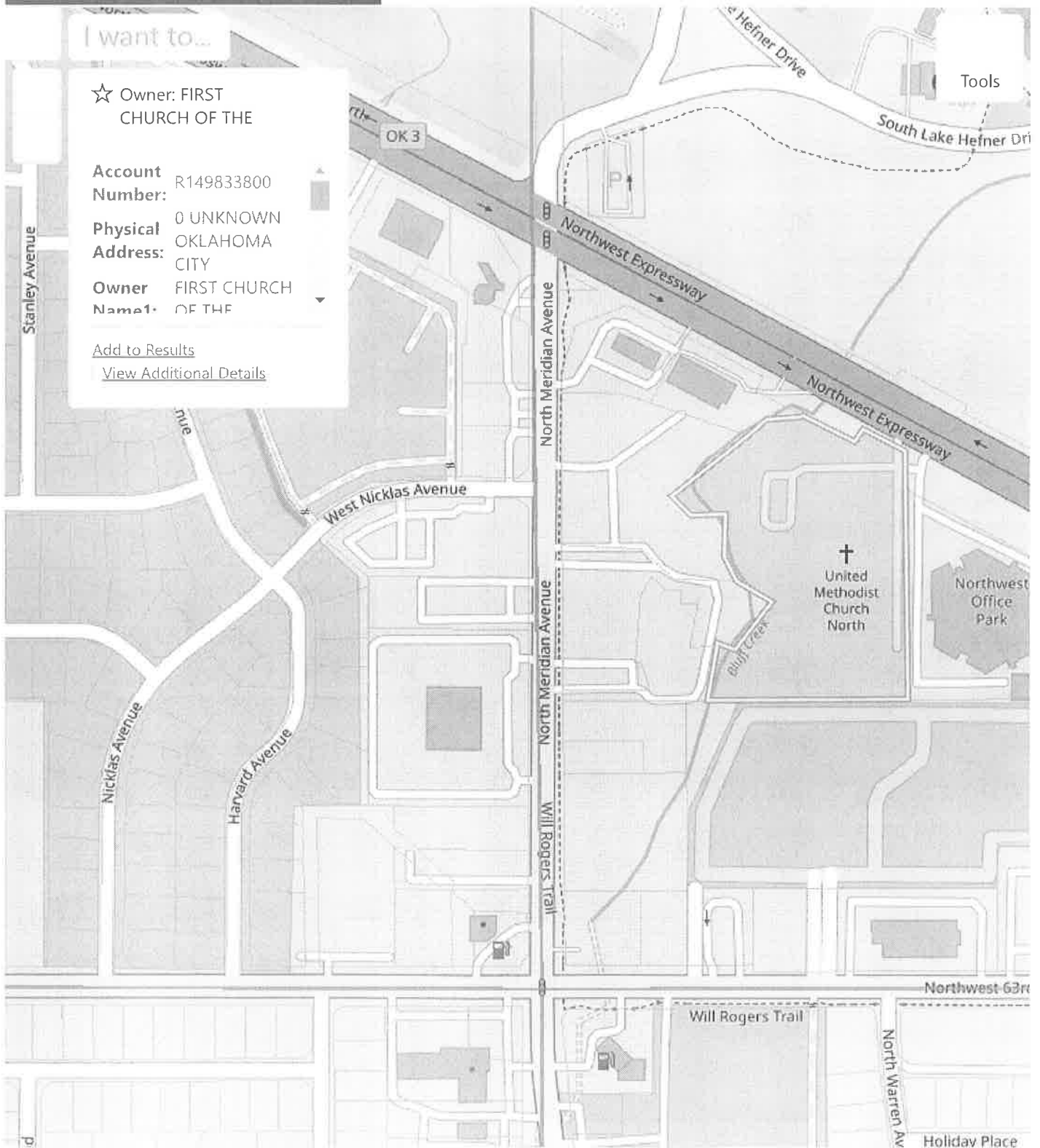
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☆ Owner: FIRST
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Account Number: R149833800

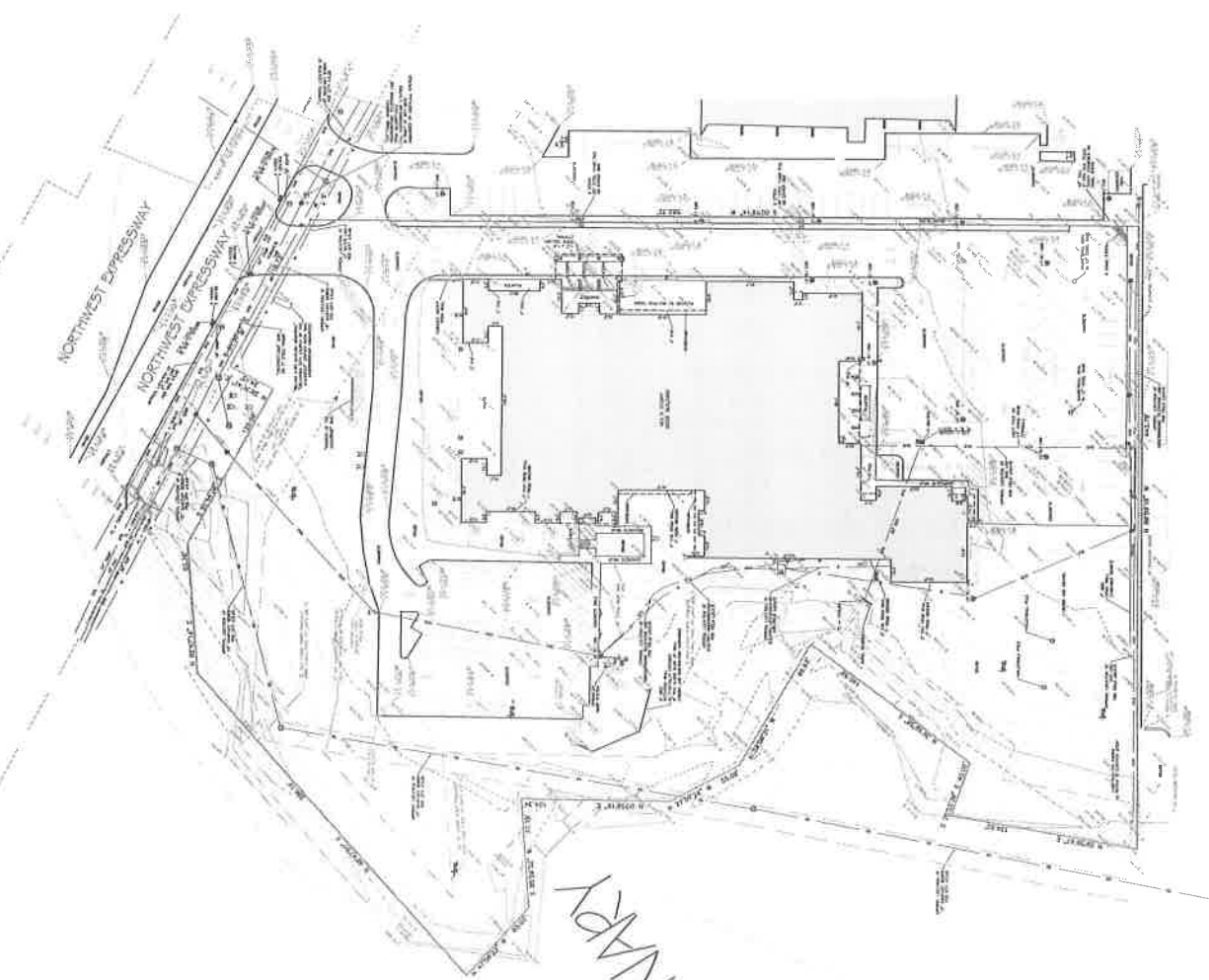
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Owner Name: FIRST CHURCH
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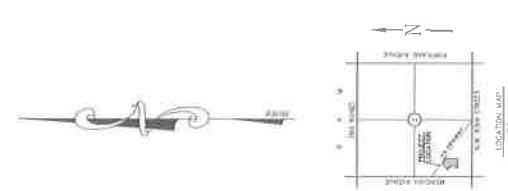
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PRELIMINARY



LEGEND

- 1. 1/4 SECTION CORNER
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A1.1

07/30/09
PRELIMINARY
NOT FOR CONSTRUCTION

TRUE NORTH PLAN NORTH FLOOR PLAN

RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 29th day of August, 2008 (the "Effective Date"), by and between **MADRONA NW EXPRESSWAY LLC** (collectively referred to herein as "First Party"), and **FIRST CHURCH OF THE NAZARENE OF OKLAHOMA CITY** (collectively referred to herein as "Second party"). First Party and Second Party are sometimes referred to herein each individually as "Owner" and collectively as the "Owners".

RECITALS:

WHEREAS, First Party is the owner of that certain real property situated in Oklahoma County, Oklahoma as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes ("Tract 1");

WHEREAS, Second party is the owner of that certain real property situated in Oklahoma County, Oklahoma as more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes ("Tract 2"); (Tract 1 and Tract 2 are sometimes hereinafter referred to each individually as a "Tract" and collectively as the "Property");

WHEREAS, the Tract 1 easement area and the Tract 2 easement area are sometimes referred to collectively herein as the "Easement Area";

WHEREAS, the Easement Area is limited to paved and striped parking areas and paved driveways now or in the future to be located within the Easement Area (including the use of any curb cuts which now or in the future will serve to adjoin the Property to major streets and highways) and shall not include any portion of any building, loading dock, or landscaped area which may from time to time exist on either Tract 1 or Tract 2, and

WHEREAS, First Party and Second Party desire to establish certain reciprocal easements for the Owners' mutual access, ingress egress and parking over, across and upon the Easement Area in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises contained herein made by and between the parties hereto, and for other good and valuable consideration to be exchanged by and between such parties, the sufficiency and receipt of which are hereby acknowledged, First Party and Second Party hereby agree as follows:

ARTICLE I

ACCESS AND PARKING EASEMENTS

1.1 Tract 1 Easement Area. Subject to the terms and provisions of this Agreement, First Party hereby grants to Second Party and its successors, assigns, mortgagees, lessees, agents, customers, licensees and invitees: i) a non-exclusive easement for access, ingress and egress for pedestrian and vehicular traffic over, upon and across all existing and

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future areas of the Easement Area located on Tract 1, and ii) the use of the parking areas now or hereafter located upon Tract 1 for the benefit of and as an easement appurtenant to Tract 2 (the "Tract 1 Easement Area").

1.2 Tract 2 Easement Area. Subject to the terms and provisions of this Agreement, Second Party hereby grants to First Party and its successors, assigns, mortgagees, lessees, agents, customers, licensees and invitees: i) a non-exclusive easement for access ingress and egress for pedestrian and vehicular traffic over, upon and across all existing and future areas of the Easement Area located on Tract 2, and ii) the use of the parking areas now or hereafter located upon Tract 2 for the benefit of and as an easement appurtenant to Tract 1 (the "Tract 2 Easement Area").

1.3 Non-Exclusive Easements. The easements created pursuant to the terms hereof are not exclusive. Except as hereinafter provided, each Owner shall have the right to grant other rights and easements across, over or upon the portion of the Easement Area located on the Tract owned by such Owner to such other persons or entities as the Owner may deem proper using its sole discretion; provided, however, that such other grants do not unreasonably interfere with the rights of such other Owner to use and enjoy the easements created hereunder in and to the Easement Area. Either Owner may use the portion of the Easement Area located on its respective Tract for any and all purposes which do not unreasonably interfere with the rights of such other Owner to use and enjoy the easements created hereunder in and to the Easement Area.

1.4 Repairs and Maintenance. Each Owner shall, at their respective sole cost and expense, diligently operate, maintain, repair and clean the portion of the Easement Area located on its respective Tract in good condition and repair so as to keep such portion of the Easement Area located upon its respective Tract available for use by such other Owner. Neither party shall have any right to require or demand any changes or repairs to the others' tract, but the failure to diligently maintain and repair the Easement Area on either respective Tract shall constitute a basis for termination of this Easement Agreement.


1.5 Barriers. Except as hereinafter provided, no barrier, berm, fence or hedgerow which would prevent the normal flow of vehicular or pedestrian traffic over, upon and/or across the Easement Area shall be constructed, placed or maintained on the Property or any portion thereof. Notwithstanding the above, nothing contained herein shall prohibit the construction or installation of such landscaping, curbing, speed bumps, and/or traffic control signs which may be reasonably necessary, desirable or appropriate for the development and improvement of the Property so long as same do not preclude or unreasonably interfere with access, egress, ingress or parking from, over, upon and/or across the Easement Area. Further, each Owner, its successors and assigns shall be permitted to temporarily obstruct, interfere with or limit such access and/or parking during periods of construction so long as such interference with or limitation of access is: i) only on a short term, "as-needed" basis, or ii) the Owner of the obstructed Tract makes other access available to the Owner of such other Tract during the continuance of such interference, construction or interruption.

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1.6 Right to Relocate Reserve and Reduce Parking; Termination of Agreement.

Each Owner reserves the right to construct such improvements on its Tract as it may deem appropriate in connection with the development or redevelopment of its Tract and shall have the right to relocate the parking areas on its Tract and/or to reduce the number of parking spaces on such Tract as long as such relocation and/or reduction is in compliance with applicable laws, ordinances and/or regulations. Additionally, each Owner shall have the right to designate certain parking spaces on such Owner's Tract which are located within the Easement Area for the exclusive use of Owner and/or its lessees, agents, customers, licensees, invitees, guests and employees. However, notwithstanding anything to the contrary contained herein, in the event that either Owner desires to make changes to its respective Tract which may negatively impact the then current parking ratio of the Easement Area, then, in such an event, such Owner shall submit to the other Owner all plans and documents relating to the proposed changes which the other Owner shall, within a reasonable time period not to exceed thirty (30) days, review and approve, or, in the alternative, disapprove of and provide comments. If the Owners cannot ultimately reach agreement on mutually acceptable proposed changes, then the other Owner may, in its sole discretion, unilaterally terminate this Agreement by thirty (30) days' advance written notice to the other Owner. Similarly, the Owners hereby acknowledge that this Agreement is entered into to permit, among other things, the Owners' mutual access and parking upon the Easement Area based upon the Owners' current use and needs and those created by anticipated and previously disclosed future construction and use. Upon the occurrence of any subsequent event, property modification or property use that would: i) adversely, unilaterally impact, burden or otherwise unreasonably interfere with the rights of one such Owner to use and enjoy the easements created herein, or ii) adversely impact their own respective Tract, then either Owner may, in its sole discretion, unilaterally terminate this Agreement by providing thirty (30) days' advance written notice to the other Owner. Such subsequent event or modification shall include, but not be limited to: sale or other transfer of title in and to Tract 1 or Tract 2, substantial change of use of Tract 1 or Tract 2, or substantial change of the easements created herein, bankruptcy or receivership, the failure of either party to maintain or repair the Easement Area or to otherwise comply with the terms of this Agreement, condemnation or other municipal action or requirements adversely impacting all or part of Tract 1 or Tract 2 generally or the Easement Area more specifically.

1.7 Indemnity & Insurance. The Owners hereby acknowledge their intent and desire that each respective Indemnitor (defined herein) shall remain responsible for any liability and indemnify Indemnatee (defined herein) from and against any personal injuries, death or property damage allegedly resulting from the use of the Easement Area located upon the Indemnatee's Tract by said Owner, its shareholders, partners, managers, directors, members, officers, employees, invitees, licensees, agents, contractors and their respective heirs, executors, administrators, legal and personal representatives, successors and/or assigns (each an "Indemnitor"). Furthermore, notwithstanding anything contained herein to the contrary, each Indemnitor hereby agrees to indemnify the other Owner, its shareholders, partners, managers, directors, members, officers, employees, invitees, licensees, agents, contractors and their respective heirs, executors, administrators, legal and personal representatives, successors and/or assigns (each an "Indemnatee") from and against; save, defend and hold such Indemnatee harmless from and against all claims, liabilities, demands or causes of action, including all reasonable expenses of the Indemnatee incidental thereto, for



any property damage to, injury to and/or death of any person(s) allegedly arising within or upon the Easement Area as a result of the use of such Easement Area located upon the Indemnatee's Tract by Indemnitor. Each Indemnitor shall, upon request, provide to Indemnatee annual evidence of liability insurance coverage, in an amount not less than \$1 million, insuring Indemnitor (and naming Indemnatee as an additional insured) from and against any and all such liability for personal injury, death or property damage arising from the use of the Easement Area by Indemnitor ("Indemnitor's Coverage"). The proceeds collected from Indemnitor's Coverage shall be the sole and primary source of funds used to settle any and all claims, liabilities, demands or causes of action.

ARTICLE II

MISCELLANEOUS

2.1 Subject to Matters Affecting Property. This Agreement is made and accepted subject to any and all encumbrances, reservations, conditions, covenants, easements and restrictions, if any, affecting the use of the Property which are of record in Oklahoma County, Oklahoma, and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the Property.

2.2 Encumbrances or Liens. Neither Owner shall contract for nor perform any act as shall encumber or create any statutory lien upon the other Owner's Tract, and, in the event of such an encumbrance or lien, such encumbering Owner shall be obligated to diligently pursue the removal and cure of such lien or encumbrance and to further pay all expenses and costs relating thereto, including attorney fees.

2.3 Taxes. Each Owner shall pay any and all taxes levied or assessed against or by reason of the Tract of which such Owner is a fee simple owner; except that an Owner may, by appropriate proceedings, contest the validity, applicability or amount of such taxes or assessments; provided, however, that in any event, each such contest shall be concluded and any tax, assessment, penalties, interest and costs shall be paid prior to the date any writ or order is issued under which the Tract may be sold.

2.4 Condemnation. In the event of a taking of all or part of the Property by condemnation or other eminent domain proceedings pursuant to any law, general or special (a "Taking"), or, in the event of a conveyance in lieu or under threat of such taking (also a "Taking"), the entire award or compensation paid for the value of the land and improvements constituting the subject of such Taking shall belong to the Owner of the Tract constituting the subject matter of such Taking (whether such award or compensation paid is for the Property taken or as severance damages with respect to such Owner's Property not taken) and no other Owner shall have a right to claim any portion of such award or compensation paid by virtue of any easement or other interest created by this Agreement. Any Owner of the Tract which is not the subject of a Taking may, however file a collateral claim with the condemning authority over and above the value of the Tract (inclusive of any improvements thereon)


constituting the subject matter of such Taking to the extent of any damage suffered by such Owner resulting from the severance of the Tract constituting the subject matter of such Taking if such claim shall not operate to reduce the award or compensation allocable to the Owner of the Tract constituting the subject matter of such Taking. In the event of a partial Taking, the Owner of the portion of the Property so taken shall restore the improvements located on the Easement Area of the Owner's Tract as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner.

2.5 Binding Effect. The covenants, conditions, restrictions, obligations, and easements created hereunder shall be appurtenant to and run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, executors and assigns; provided, however, that if either Owner desires to sell or transfer all or any portion of its interest in the subject Tract, said Owner shall give at least forty-five (45) days' advance written notice of such intent so as to allow the other Owner time to give notice of any intent to terminate this Agreement as set forth hereinabove. If either Owner sells or transfers all or any portion of its interest in the Property, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the Property sold by it arising under this Agreement after the conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new Owner of any such portion of the Property or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to such portion of the Property after the date of conveyance of title. Notwithstanding anything contained hereinabove to the contrary, any sale or transfer of an Owner's interest shall include documentation signed by the successor-in-interest that such successor-in-interest agrees to be bound by the terms of this Agreement and assume all obligations of the predecessor Owner until such time as this Agreement is otherwise lawfully terminated, otherwise, the Owner selling or transferring its interest shall remain liable hereunder.

2.6 Amendment. This Agreement may be amended only by written instrument executed by the Owners.

2.7 Enforcement. If any person shall violate or attempt to violate any of the provisions of this Agreement, then, in addition to all other remedies set forth in this Agreement and/or as provided by law, any Owner may initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such provision and may do any or all of the following: i) seek injunctive relief to prevent him/her or them from so doing, ii) seek specific performance, or iii) recover damages from the other Owner on account of such violation. Failure by any party to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2.8 Default. Except as otherwise provided in this Agreement, an Owner shall be deemed to be in default of this Agreement only upon the expiration of thirty (30) days from receipt of written notice from any other Owner specifying the particulars in which such defaulting Owner has failed to perform the obligations of this Agreement unless such defaulting Owner, prior to the expiration of said thirty (30) days, has rectified the particulars



specified in said notice of default. However, such defaulting Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such defaulting Owner is diligently pursuing curative measures using good faith efforts to cure the default specified in the notice.

2.9 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

2.10 Notices.

(a) All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail return receipt requested or by United States express mail, or, such other nationally recognized courier delivery service (e.g., Federal Express), postage or delivery charge prepaid and addressed to the parties at the addresses set forth below, or to such other address as an Owner may designate in written notice delivered to the other Owner or, in the absence of such designation, to the person and address shown on the then current real property tax rolls for such Owner in the county in which the Property is located. All notices to First party and Second party shall be sent to the person and address set forth below:

First Party: MADRONA NW EXPRESSWAY LLC
c/o Rhonda Mesheuer
1091 N. 161st E Ave
Tulsa, Ok 74116
918-270-9069
918-439-2903 604

Second Party: FIRST CHURCH OF THE NAZARENE OF OKLAHOMA CITY
c/o Jon Middendorf, Senior Pastor
4400 NW Expressway
Oklahoma City, OK 73116
Phone: (405) 843-9558
FAX: (405) 843-1195

The person and address to which notices are to be given may be changed at any time by any party upon ten (10) day advance written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this Section as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other

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document, the earlier of: [a] the date of the attempted delivery or refusal to accept delivery, [b] the date of the postmark on the return receipt, or [c] the date of receipt of notice of refusal or notice of non-delivery by the sending party.

2.11 Waiver. The failure of a person to insist upon strict performance of any of the restrictions or provisions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions or provisions contained herein by the same or any other person or entity.

2.12 Attorneys' Fees. In the event any person or entity initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

2.13 Entire Agreement. This Agreement contains the entire agreement entered into by and between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Owner.

2.14 Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include the other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. In the event that this Agreement is executed by more than one party as an Owner, all such parties shall be jointly and severally liable for the obligations of such Owner.

2.15 Recordation. This Agreement shall be recorded in the Real Property Records of Oklahoma County, Oklahoma.

2.16 Severability. Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions - the balance of which shall remain in full force and effect.

2.17 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

2.18 Estoppel Certificates. Each Owner agrees that within thirty (30) days of the receipt of a written request to do so, shall deliver an estoppel certificate to the requesting Owner and any mortgagee(s) of such Owner that: i) this Agreement is in full force and effect, ii) that the certifying Owner has no offsets, counterclaims or defenses against such requesting Owner, and iii) that there exists no condition of default hereunder, or if such condition of default does exist, specifying the nature of such default, and such other items as the requesting Owner may reasonably require from time to time.

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2.19 Further Actions. The parties hereto shall execute such other and further documents as may be reasonably necessary to effectuate the purposes of this Agreement.

2.20 Counterparts. This Agreement may be executed by facsimile or electronically in multiple counterparts, by one or more signatories, separately and each of such counterparts shall be deemed an original for all purposes, and all such signed counterparts shall constitute but one and the same instrument.

[The signatures and acknowledgments of the parties hereto appear on the following pages]

[The rest of this page is intentionally left blank]

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In WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the acknowledgments set forth herein below, to be effective as of the last date of signing; such date appearing in the preamble paragraph of this Agreement.

FIRST PARTY:

MADRONA NW EXPRESSWAY LLC, as to its undivided interest in the Property.

By: Rhonda Meshew
Its: Manager
Date: 8-29-08

THIS INSTRUMENT MUST BE BOTH WITNESSED AND ACKNOWLEDGED

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

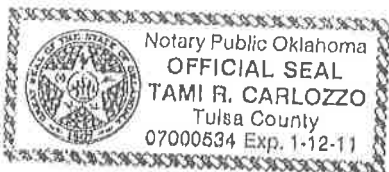
Before me, the undersigned authority, on this day personally appeared Rhonda Meshew, the General Manager of Madonna NW Expressway LLC, an Okla limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity stated, and as the act and deed of said limited liability company.

Given under my hand and official seal this 29th day of Aug, 2008.

(SEAL)

Tami R. Carizzo

Notary Public in and for the State of
Oklahoma



Notary Public in and for the State of
Oklahoma

My commission expires: Jan 12, 2011

EXHIBIT "A"

TRACT 1

PT SW4 SEC 2 12N 4W BEG SE/C OF N 1/2 OF SW4 OF SW4 TH W482.71FT
N496.99FT SE547.90FT S235.17FT TO BEG

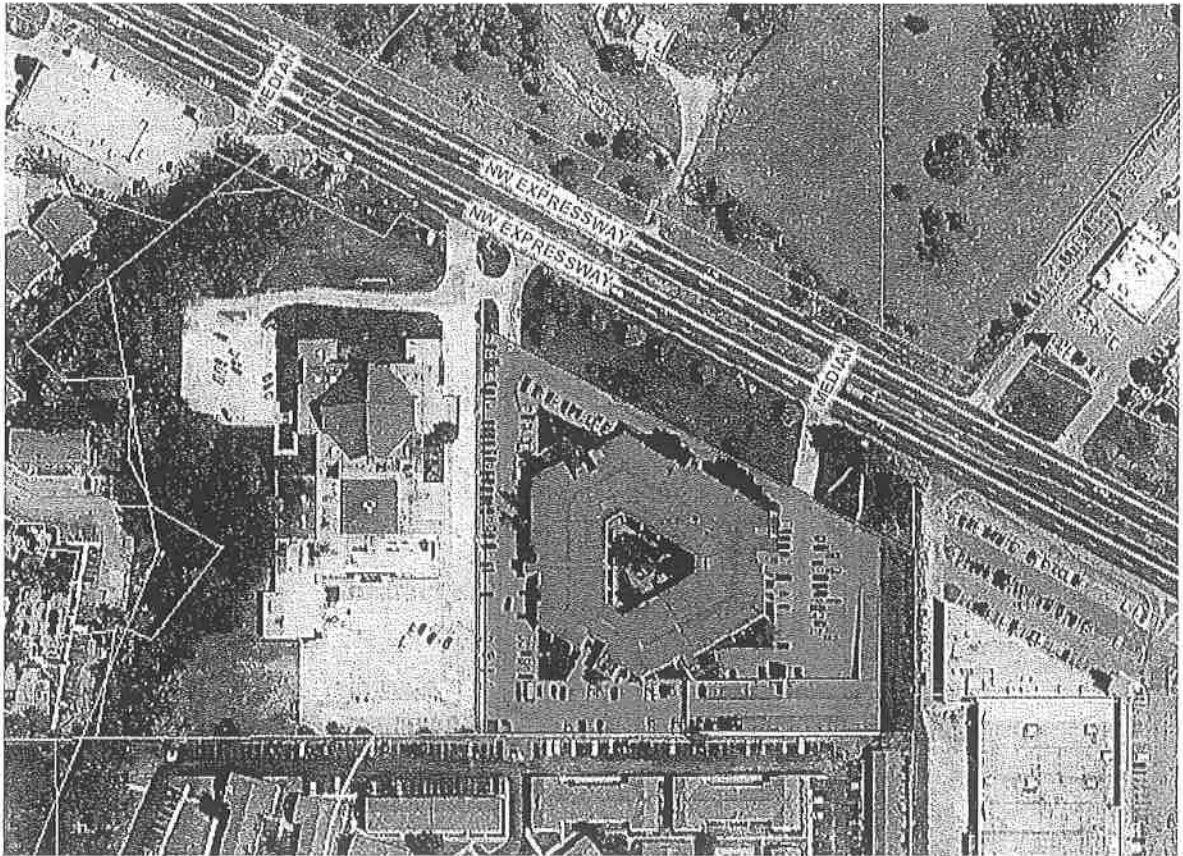
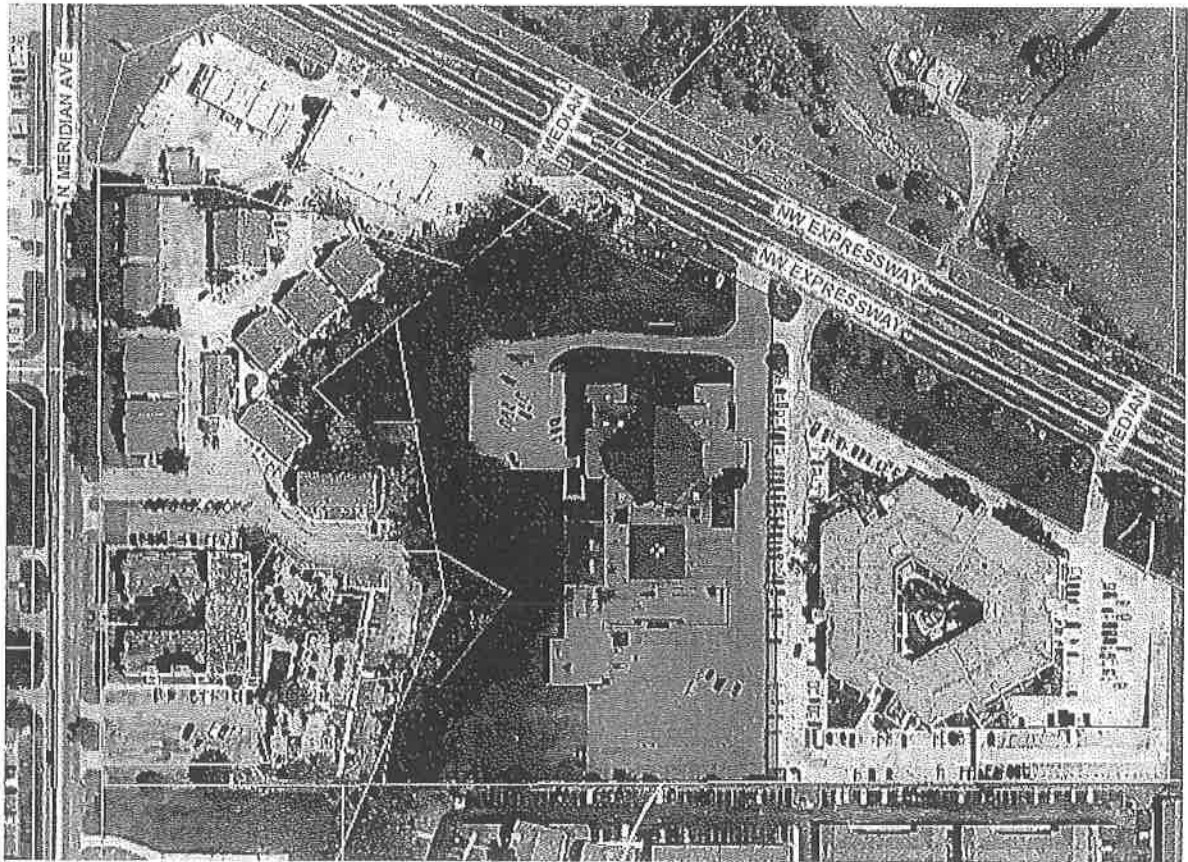


EXHIBIT "B"

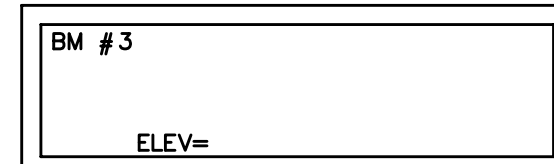
TRACT 2

PT SW4 SEC 2 12N 4W BEG SE/C N1/2 SW4 SW4 TH W926.3FT NLY 134.05FT
SELY 45FT NELY 140FT TH NWLY & NELY 259FT SWLY 78FT NWLY 65FT NELY
377.1FT SELY 125FT NELY 24FT SELY 666.68FT THS TO BEG EX E5ACRS
EXEMPT





GRAPHIC SCALE



Mark Deal and Associates
PROFESSIONAL CORPORATION

EXHIBIT "A"

A part of the North Half (N/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Two (2) Township Twelve (12) North, Range Four (4) West of the Indian Meridian, more particularly described as follows: BEGINNING at a point in the South line of the North Half of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of said Section 2, which point is 482.71 feet West of the Southeast corner of said Southwest Quarter (SW/4) of Section 2; THENCE West along the South line of said North Half of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section 2, a distance of 443.79 feet to the center line of the bed of a meandering creek; THENCE Northerly along the center line of said creek $9^{\circ}53'03''$ East, 134.05 feet; THENCE $S 70^{\circ}07' E$, 40 feet; THENCE $N 36^{\circ}53' E$, 140 feet; THENCE $N 60^{\circ}07' W$, 100 feet; THENCE $N 28^{\circ}07' W$, 55 feet; THENCE $N 0^{\circ}53' E$, 104 feet; THENCE $S 85^{\circ}53' W$, 78 feet; THENCE $N 48^{\circ}07' W$, 65 feet; THENCE $N 48^{\circ}53' E$, 285 feet; THENCE $N 86^{\circ}01' E$, 92.10 feet; THENCE $S 61^{\circ}27'16'' E$, 125 feet; THENCE $N 28^{\circ}32'44'' E$, 34 feet to a point of intersection of the center line of the bed of said creek and the Southerly Right-of-Way line of the Northwest Highway; THENCE $S 61^{\circ}27'16'' E$ along said Southerly Right-of-Way line of the Northwest Highway, 118.78 feet; THENCE $S 0^{\circ}18'30'' W$ and parallel with the East line of said North Half of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section 2, 582.12 feet to the point of beginning

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