

OKC TVC

I-35-3(35)137
Part of Parcels 27 and 28
Lease No. 550322
Oklahoma County

A I R S P A C E L E A S E

This lease made this 1st day of August, 1992, by and between the Department of Transportation of the State of Oklahoma, party of the first part, and herein after called the Lessor, and Oklahoma Tourism and Recreation Department, party of the second part, and hereinafter called the Lessee,

WITNESSETH:

In consideration of the rents and covenants hereinafter reserved, the Lessor does hereby lease to the Lessee, all the following described premises, situated in the county of Oklahoma, and the State of Oklahoma, to-wit:

A strip, piece or parcel of land lying in part of the NE $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of Section 20, T 13 N, R 2 W in Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the NW corner of said NE $\frac{1}{4}$, thence South along the West line of said NE $\frac{1}{4}$ a distance of 105.00 feet to point of beginning, thence N 89°31'06" E a distance of 17.00 feet, thence S 00°28'54" E a distance of 205.00 feet, thence S 26°11'27" W a distance of 238.37 feet, thence S 89°31'06" W a distance of 318.00 feet, thence N 45°28'54" W a distance of 55.15 feet, thence N 00°28'54" W a distance of 350.00 feet, thence N 44°31'06" E a distance of 41.01 feet, thence N 89°31'06" E a distance of 418.00 feet to said point of beginning.

Containing 4.16 acres, more or less.

Except as otherwise herein provided, the Lessee shall have no right of ingress or egress to the Interstate Highway No. 35 and N.E. 122nd Street facilities lying adjacent to the East, South and North of the above described property, also the Lessee shall have no right of ingress or egress to the North 300.00 feet of the NW $\frac{1}{4}$ onto the Local Road lying adjacent to the West of the above described property.

Legal and physical access to the leased premises shall be strictly controlled by the Lessor. Such access shall be allowed only as provided by a separate Driveway Agreement (Lessor's standard form). Lessor may, at its discretion, regulate and limit such access in any manner it deems appropriate, including but not limited to the number and location of drives (including allowing only a single drive) and the width of said drive or drives. In addition, Lessee shall, at its sole cost and expense, construct an access control fence designed to prohibit vehicles, pedestrians and animals (including pets) from violating Lessors I-35 mainline, 122nd Street Bridge approach, and on off ramps at this location. Such fencing shall be placed outside of Lessor's highway clear zone. It shall be the responsibility of Lessee to contact the Lessor's Division Engineer for Division IV at (405)336-2203 and make whatever arrangements may be necessary to comply with the provision of the lease relating to Driveway Agreements and fencing.

Lessee shall, at its sole cost and expense, maintain the premises (including but not limited to mowing and litter removal) in an orderly state to the satisfaction of Lessor. Lessee shall not disturb or alter in any way the physical or functional characteristics of any facility or structure presently occupying the premises, including but not limited to utility facilities and drainage facilities, without the prior written consent of Lessor. This lease shall at all times be subject to the rights of existing utilities (if any) and the right of Lessor to construct, operate, and/or maintain any highway related facilities upon the leased premises, as Lessor deems necessary.

To have and to hold same, with all rights, privileges, and easements, thereunto attaching for and during the term of twenty five (25) years,

commencing on the 1st day of August, 1992, and ending on the 31st day of July, 2017, and said Lessee, heirs or assigns paying rent therefore and yielding possession thereof as hereinafter provided.

The said Lessee, in consideration of the leasing of said premises aforesaid of the said Lessor, does hereby covenant and agree to and with the said Lessor, to pay rent as follows: Said Lessee covenants and agrees to pay said Lessor, as rent for and during said period, the sum of One and no/100 Dollard (\$1.00) for each and every year during the period of said term. The Lessee shall have the first option of renewing the lease if the Department elects to continue leasing the property.

Rental payments should be made by State Warrant to the Department of Transportation, 200 N.E. 21st Street, Oklahoma City, Oklahoma, 73105, Attention: Business Office\Legal & Business Services Division.

It is understood by the parties that this land is unneeded at this moment for Department purposes, however, should such need develop, this lease shall be terminated by the Lessor upon a one hundred twenty (120) day written notice to the Lessee. At the expiration of said notice this lease shall be declared at an end and the Lessee agrees to deliver peaceable possession on or before said date according to said notice. In the event said Lessee is required to vacate prior to the end of the term for which Lessee has already paid rent, then it is agreed that an adjustment will be made and the Lessor will make pro rata return of any monies to which the Lessee may be entitled by reason of advance payments made.

Any carry over by Lessee after the term of this lease has expired will be on a monthly basis on the same terms as herein provided and at a rental rate satisfactory to Lessor. Either party may terminate any carry over on delivery of a one hundred twenty (120) day written notice.

If during the term of this lease the property is declared surplus and offered for sale, such sale shall be subject to the remaining term of this lease.

Any utilities required by the Lessee shall be obtained according to law and at the expense of the Lessee.

The Lessee agrees to give peaceable possession at the end of this lease, or sooner termination thereof, of the premises to the Lessor in as good a condition as they are now, the usual wear and tear and damage by the elements alone excepted. The Lessee is accorded the right to surface the premises subject to the rights of any and all existing utilities.

It is understood by Lessor and Lessee that the above described property is to be used exclusively for construction and operation of a new Traveler Information Center. Construction and maintenance of any improvements of the leased property for such purpose is the sole responsibility of the Lessee. Any substantial change in the authorized use of the above described property shall require written approval of the Lessor, if applicable subject to the concurrence of the Federal Highway Administration prior to the change in the authorized use.

Lessee agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

It is further covenanted and agreed by and between the parties hereto that the Lessee may not sub-lease any part or all of the described property, assign or encumber, without the express written consent of the Department of Transportation, State of Oklahoma and, if applicable the concurrence of the Federal Highway Administration.

No storage of combustible material toxic or hazardous wastes shall be permitted above, at or below surface of the leased property described above.

It is further covenanted and agreed by and between the parties hereto that in the event the Lessor, or assigns, shall, without fault on their part, be made party to any litigation concerning this lease, brought by or against said Lessee, then said Lessee shall pay all costs and attorney's fees incurred by said Lessor or assigns, on account of such litigation and to hold the Department of Transportation, State of Oklahoma harmless against any and all claims, losses, damages and judgments.

It is further covenanted and agreed by and between the parties hereto that the Lessee, its heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, and as a covenant running with the land, shall maintain and operate all facilities, services and programs provided on the premises described in this lease in compliance with Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and that no person shall be, on the ground of race, color, sex, religion or national origin excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, either in the use of said facilities, services and programs, or in the construction of any improvements for said facilities, services and programs.

It is further agreed that authorized employees or Lessor or the Federal Highway Administration, may enter the above described property for the purpose of inspection, maintenance or reconstruction of the highway or any related facility as Lessor determines necessary.

That in the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

It is further agreed that upon failure to pay the rentals or any part thereof as herein provided or to otherwise comply with the terms and conditions of this lease by the Lessee, the Lessor may declare this lease at an end and void and re-enter and take possession of said premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the date first written above.

Approved as to Form and
Legality

Cathy Sue Hood
Date: August 13, 1992

LESSOR:

State of Oklahoma
Department of Transportation

By: W. Raymond
Chief, Legal & Business Services

LESSEE:

Oklahoma Tourism and Recreation
Department

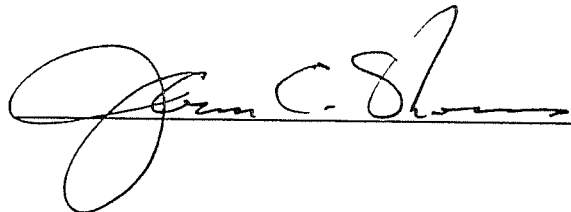
By: Jess C. [Signature]

A F F I D A V I T

State of Oklahoma)
County of OKLAHOMA) SS:

I, James C. Thomas, of lawful age, being first duly sworn, depose and state as follows:

1. That I am the Lessee in the foregoing Lease and as such am authorized to enter into the foregoing Lease as the Lessee;
2. That I as Lessee have not paid, given or donated, or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Lease.



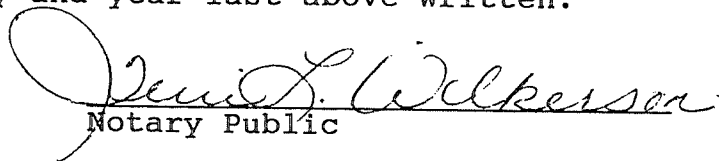
A C K N O W L E D G E M E N T

State of Okiahoma)
County of OKLAHOMA) SS:

Before me, the undersigned, a Notary Public in and for said County and State on this third day of August 1992, personally appeared James C. Thomas to me known to be the identical person who executed the above and foregoing Affidavit and acknowledged to me that s(he) executed the same as a 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.

My Commission Expires:
June 23, 1996


Notary Public

(seal)