

SIDEWALK EASEMENT

E-1516-11

KNOW ALL MEN BY THESE PRESENTS:

29293(04) Parcel No. 39.3

THAT, **Realty Income CK1, LLC**, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a Perpetual Sidewalk Easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

A strip, piece or parcel of land lying in part of Lot 1, Block 1, of K-M Addition No.1 to the City of Norman in Section 1, T8N, R3W in Cleveland County, Oklahoma, according to the Plat recorded in Book 16, Page 84. Said parcel of land being described by metes and bounds as follows:

The North 10.00 feet of said Lot 1, LESS AND EXCEPT the East 114.35 feet.

Containing 157 square feet or 0.0036 acres, more or less.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) and/or roadway(s) as indicated below:

Sidewalk

It is a condition of this easement that it shall not be filled for record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of construction of the roadway project.

To have and to hold the same unto the said City of Norman, its successors, and assigns, until official completion of construction of the proposed project pertinent to the above described parcel.

SIGNED and delivered this 2nd day of JULY, 2015.

Approved As To Form
Legal Department
K. Carson

BY: *[Signature]* BY: Michael R. Pfeiffer
Executive Vice President,
General Counsel

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

See Attached Certificate

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Commission No.: _____

Approved as to form and legality this 7th day of July, 2015.

[Signature]
City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

SEAL:

ACKNOWLEDGMENT

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On July 2, 2015 before me, Susan Busch, Notary Public, personally appeared Michael R. Pfeiffer who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Busch
Signature of Notary Public



(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

SIDEWALK EASEMENT

(Title or description of attached document)

Number of Pages _____ Document Date _____

(Additional information)

ADDENDUM TO PERMANENT SIDEWALK EASEMENT

That certain Sidewalk Easement ("Easement") dated as of July 2, 2015 between REALTY INCOME CK1, LLC ("Grantor") and City of Norman ("Grantee"), related to 1200 W. Lindsey Street, Norman, OK 73069 ("Property") shall be subject to the following conditions of this addendum ("Addendum"):

For purposes of the Easement, the term "Grantee" shall include Grantee, its affiliates, agents, employees and/or contractors.

1. Grantee's exercise of its rights under the Easement shall be conducted in a manner that is respectful of any operations or business being conducted on the Property and pedestrian or vehicular access to/from the Property. Grantee will also be respectful toward, the visibility of freestanding signage on the Property and try to mitigate any impact on such signage.
2. Grantee shall not park vehicles, store equipment or materials, or place stakes or flags on the Property outside of the Easement area without written permission from Grantor.
3. Grantee may remove or trim such trees and bushes located in the Easement Area as may be necessary to exercise its rights conveyed herein. Grantee shall repair or replace any damage to improvements on the Property (including, without limitation, pavement) resulting from Grantee's exercise of its rights under the Easement so long as Grantor has not previously been compensated for such damage.
4. Grantor reserves the right to the full use and enjoyment of the Easement Area subject to the rights herein granted to Grantee. Grantee acknowledges that Grantor may not be in physical possession of the Property during the term of the Easement. Future notices under the Easement shall be directed only to: Realty Income Corporation, Attn.: Manager, Condemnations and Easements, 11995 El Camino Real, San Diego, CA 92130, Phone Number: (858) 284-5000.
5. To the extent permitted by law, Grantee shall and does hereby indemnify, defend and protect Grantor and hold Grantor harmless from any and all loss, cost, damage, expense and/or liability incurred in connection with or arising from Grantee's Work and exercise of Grantee's rights under the Easement, including without limitation Grantee's presence on the Property. This indemnification (a) shall survive the expiration or sooner termination of the Easement; (b) shall not be limited by reason of any insurance carried by Grantee, Grantor, or any tenant of the Property; and (c) shall extend to any tenant or occupant of the Property.
6. Notwithstanding anything in the Easement to the contrary, (a) Grantor makes no representations or warranties of any kind, either express or implied, with respect to the Property or the condition thereof; and (b) the rights granted by the Easement are subject to all matters of record; applicable laws, ordinances, statutes, orders, requirements and regulations to which the Property is subject; and any state of facts which a new or updated survey or physical inspection of the Property might disclose.
7. This Addendum is hereby incorporated into and made a part of the Easement. In the event of a conflict between the terms of the Addendum and the Easement, the terms of the Addendum will control.

***** END OF ADDENDUM *****