

PERMANENT CROSS EASEMENT DECLARATION AND AGREEMENT

This declaration and agreement made on this 4 day of APRIL, 2016, by and by and between PAUL R. BANKEN and VICTORIA M. PETERSON, or designated assignee, (hereinafter referred to as "BANKEN/PETERSON") and HARTFORD CONSTRUCTION L.L.C., an Oklahoma Limited Liability Company (hereinafter referred to as "HARTFORD").

WITNESSETH:

1. HARTFORD CONSTRUCTION, LLC, owns a certain tract of land having a legal description as set forth in the attached EXHIBIT 1 (hereinafter referred to as the "HARTFORD Tract").
2. PAUL R. BANKEN and VICTORIA M. PETERSON, own a certain tract of land having a legal description as set forth in the attached EXHIBIT 2 (hereinafter referred to as the "BANKEN/PETERSON Tract").
3. The HARTFORD Tract and the BANKEN/PETERSON Tract are contiguous, therefore causing the West property line of the BANKEN/PETERSON Tract to form the East property line of the HARTFORD Tract; hence, being one in the same property line.

NOW, THEREFORE, THIS PERMANENT CROSS EASEMENT AGREEMENT, that for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by each of the parties hereto to the other, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do voluntarily and mutually agree and covenant to grant the other party nonexclusive right-of-way easement on their individually owned tract of land as follows:

4. Mutual Grant of Access Easement: Each Party hereby grants, bargains, sells and conveys unto the other Party a perpetual nonexclusive right-of-way easement for pedestrian and vehicular ingress and egress across the Driveway (the "Access Easements"). The Access Easements shall constitute a burden upon and a covenant running with the title to HARTFORD Tract and shall be deemed a benefit of and an appurtenance to BANKEN/PETERSON Tract and shall run with the title thereto. Likewise, the Access Easements shall constitute a burden upon and a covenant running with the title to BANKEN/PETERSON Tract and shall be deemed a benefit of and an appurtenance to HARTFORD Tract and shall run with the title thereto.

5. Authority to Grant of Access Easement: HARTFORD and BANKEN/PETERSON hereby covenant and warrant one to the other that each has the authority to execute this Agreement and that each holds fee simple title to its respective tract. HARTFORD and BANKEN/PETERSON further covenant and warrant one to the other that, although there may be mortgages or liens filed of record, none are herein controlling and/or interfere with the Access Easements.

6. Purpose of Access Easements. The purpose of the Access Easements is to provide to each Owner and its employees, agents, contractors, customers, and invitees a means of vehicular and pedestrian ingress and egress the HARTFORD Tract and the BANKEN/PETERSON Tract as well as to and from the public right-of-way from Southeast 29th Street over and across the Driveway.

7. Use of Access Easements. The parties hereto shall not erect or maintain any structure or obstructions or permit the placing of any items or materials of any kind or nature which would prevent or impair in any manner of passage of pedestrian or vehicular traffic over and upon the Driveway. The Access Easements are to be used by the parties and all persons claiming under, by or through any of them.

8. Enforcement. Each party, its grantees, successors and assigns in and to any part of or

interest in its respective Tracts shall have the right to compel performance of the terms and provisions of this Agreement by specific performance and mandatory injunction and the right to retrain or enjoin any threatened or continuing violation of the terms of this Agreement. In any action seeking injunctive relief and/or specific performance for violation hereof, the prevailing party or parties shall be entitled to recover from the non-prevailing party all associated costs and expenses incurred, including reasonable attorneys' fees. The rights herein granted to seek injunctive relief for specific performance shall not preclude an aggrieved party from recovering any damage sustained by it by reason of breach of any of the covenants and agreements herein and shall not preclude such party from seeking and obtaining any other remedy or relief afforded by the terms of this Agreement or by Oklahoma law for breach of the covenants and agreements contained herein.

9. Future Maintenance: The parties' shall equally share any and all present and future financial and monetary responsibility for the construction and maintenance of the Driveway. However, should an activity associated with one tract, such as construction of an addition or new structure, adversely affect or damage the condition of the common drive, the responsibility and cost for any repairs will rest solely with the party responsible for the damage. The parties' successors, heirs, agents and assigns shall assume and be strictly, permanently bound to these same requirements of responsibility as these two (2) original parties.

Paul R Banken
PAUL R. BANKEN
Contact Info:

4/1/2016
Dated

VM Peterson
VICTORIA M. PETERSON
Contact Info:

04/01/2016
Dated

ACKNOWLEDGMENT

STATE OF Colorado, COUNTY OF Denver, SS.

This instrument was acknowledged before me on April 01, 2016, by Paul R. Banken and Victoria M. Peterson.

Gretta Huss
Notary Public
My commission expires:



August 21, 2019

Signed and delivered this 1st day of April, 2016.

Hartford Construction L.L.C., an Oklahoma limited liability company

By: Gina E. Wallen-Conatser
Gina E. Wallen-Conatser aka Gina Wallen,
Manager

ACKNOWLEDGMENT

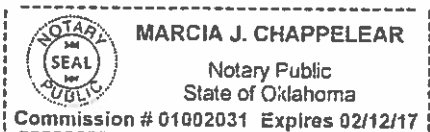
STATE OF Oklahoma, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on April 1st, 2016, by Gina E. Wallen-Conatser aka Gina Wallen, as Manager of Hartford Construction L.L.C., an Oklahoma limited liability company.

[Signature]
Notary Public

My commission expires:

2-12-2017



Signed and delivered this 4th day of April, 2016.

Hartford Construction L.L.C., an Oklahoma limited liability company

By: [Signature]
Tim Scott, Manager

ACKNOWLEDGMENT

STATE OF Oklahoma, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on April 4th, 2016, by Tim Scott, as Manager of Hartford Construction L.L.C., an Oklahoma limited liability company.

[Signature]
Notary Public

My commission expires:

2-12-2017

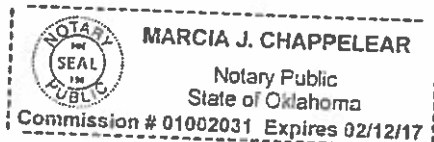


Exhibit "1"

Lot Three (3), Block One (1), of ONCUE ADDITION to Del City, Oklahoma County, Oklahoma, according to the plat recorded in Book 69 of Plats, page 84, together with the improvements thereon and the appurtenances thereunto belonging (herein "the land").

Less and except a tract of land being a part of Lot Three (3), in Block One (1), of ONCUE ADDITION, an Addition to the City of Del City, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 3, also being a point on the South right-of-way line of Southeast 29th Street;

Thence North $89^{\circ}41'52''$ East along said right-of-way, a distance of 129.14 feet;

Thence South $00^{\circ}22'03''$ East, a distance of 147.68 feet;

Thence South $46^{\circ}48'18''$ West, a distance of 176.08 feet to a point on the West line of said Lot 3;

Thence North $00^{\circ}22'03''$ West, along the West line of Lot 3, a distance of 267.52 feet to the Point of Beginning.

Exhibit "2"

A tract of land being a part of Lot Three (3), in Block One (1), of ONCUE ADDITION, an Addition to the City of Del City, Oklahoma County, Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 3, also being a point on the South right-of-way line of Southeast 29th Street;

Thence North $89^{\circ}41'52''$ East along said right-of-way, a distance of 129.14 feet;

Thence South $00^{\circ}22'03''$ East, a distance of 147.68 feet;

Thence South $46^{\circ}48'18''$ West, a distance of 176.08 feet to a point on the West line of said Lot 3;

Thence North $00^{\circ}22'03''$ West, along the West line of Lot 3, a distance of 267.52 feet to the Point of Beginning.

Permanent Cross Easement Exhibit

Commencing at the Northwest corner of Lot Three (3), in Block One (1), of ONCUE ADDITION, an Addition to the City of Del City, Oklahoma County, Oklahoma, also being a point on the South right-of-way line of Southeast 29th Street;

Thence North $89^{\circ}41'52''$ East along said right-of-way line, a distance of 117.14 feet to the Point of Beginning.

Thence continuing North $89^{\circ}41'52''$ East, a distance of 24.00 feet;

Thence South $00^{\circ}22'03''$ East, a distance of 150.14 feet;

Thence South $46^{\circ}48'18''$ West, a distance of 81.39 feet;

Thence North $43^{\circ}11'42''$ West, a distance of 20.00 feet;

Thence North $46^{\circ}48'18''$ East, a distance of 67.20 feet;

Thence North $00^{\circ}18'10''$ West, a distance of 145.18 feet to the Point of Beginning.