

AGENDA  
SPECIAL MEETING OF  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
THURSDAY, MARCH 4, 2021  
TELECONFERENCE  
11:00 A.M.

**“Business will commence as soon after 11:00 a.m. as the Oklahoma City Redevelopment Authority is adjourned**

This meeting will be held by teleconference for the Board of Commissioners of the Oklahoma City Urban Renewal Authority (OCURA) as authorized by SB 1031 and the state of emergency declared by Gov. Kevin Stitt on February 10, 2021. If a member of the public wishes to participate, the meeting can be accessed online at <https://us02web.zoom.us/j/87367114112>; (which will allow the presentation(s) to be viewed); or by dialing +1 346 248 7799; *Meeting ID:* 873 6711 4112; *Passcode:* 1. Commissioners of OCURA will be appearing via teleconference.

Mr. J. Larry Nichols (via teleconference)  
Ms. Judy J. Hatfield (via teleconference)  
Mr. Lee Cooper, Jr. (via teleconference)  
Mr. James R. Tolbert (via teleconference)  
Mr. Russell Perry (via teleconference)

Written materials for this meeting are available to the public at: <https://www.theallianceokc.org/2020-meetings>. If a member of the public wishes to speak under the agenda item “Citizens to be heard”, please email: [Elizabeth.larios@theallianceokc.org](mailto:Elizabeth.larios@theallianceokc.org) prior to the meeting time with your name, address phone number, and the topic on which you would like to speak. Meeting video and audio will be recorded.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting on Wednesday, December 16, 2020

**HARRISON/WALNUT AND JFK PROJECT AREA**

5. Resolution No. \_\_\_\_\_ Authorizing Invitation for Proposals for Redevelopment of Property Generally Located between Russell M. Perry Avenue, Main Street, N.E. 1<sup>st</sup> Street, and N.E. 2<sup>nd</sup> Street, Harrison-Walnut Urban Renewal Plan, as Amended

OCURA AGENDA

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6. Resolution No. \_\_\_\_\_ Authorizing the Acquisition of Real Property by Negotiation, John F. Kennedy and Harrison-Walnut Urban Renewal Plan

**JFK PROJECT AREA**

7. Resolution No. \_\_\_\_\_ Approving a Supplemental Amendment to Redevelopment Agreement with an Thu Tran Vu and Giang Thang Vu, a Married Couple, Changing the Location of Property for a Single-Family Home from Lots 19–20, Block 24, Culbertson’s East Highland Addition, to Lots 13–14, Block 2, Oak Park Addition, and Revising Commencement and Completion Dates, John F. Kennedy Urban Renewal Plan
8. Resolution No. \_\_\_\_\_ Approving a Public Property Redevelopment Agreement with Oklahoma City Public Schools (I-89), for Property Adjacent to F.D. Moon Middle School, John F. Kennedy Urban Renewal Plan

**GENERAL MATTERS**

9. Presentation Interim Financial Report for the Period Ending December 31, 2020
10. Staff Report
11. Citizens to be heard
12. Adjournment

Posted at the offices of the City Clerk, And At <https://www.theallianceokc.org/2020-meetings> by 11:00 a.m. on Tuesday, March 2, 2021 by Pam Lunnon, Executive Assistant

## **OCURA BOARD OF COMMISSIONERS INSTRUCTIONS FOR TELECONFERENCE**

The March 4, 2021 OCURA meeting will be a teleconference with video only of the presentation slides (not the participants). To join the meeting, click on the following computer link: <https://us02web.zoom.us/j/87367114112>. This is necessary to view the presentations. To use telephone audio rather than computer audio, use a **telephone to call +1 346 248 7799**; and when prompted enter **Meeting ID: 873 6711 4112; Passcode: 1** ; beginning at 11:00 a.m. on Thursday, March 4, 2021. The phones will remain live during the entire meeting for roll call and the ability to ask questions and make comments. Roll call will be taken every 15 minutes to ensure quorum is in attendance. Please announce if you need to leave at any time during the meeting so the Secretary will know you are absent and have not been disconnected.

If the teleconference is disconnected at any time during the meeting, the meeting shall be stopped and reconvened once the audio connection is restored. The Chairman will announce at the beginning of the meeting that if connections are lost, the OCURA will attempt to restore communications for a maximum of ten minutes and if communications cannot be restored, the meeting will reconvene at a certain date, time, and place.

All items requiring action will be recorded by voice vote. Pam Lunnon will ask each member to respond with “Aye or Nay” or “Yes or No”. If you need to recuse yourself, please announce you are leaving the meeting to recuse yourself. If you do not respond to roll call, you will be recorded as being absent.

The meeting will be recorded and available to staff after the meeting. Staff will be available on the teleconference for questions or comments.

Citizens are requested to email [Elizabeth.larios@theallianceokc.org](mailto:Elizabeth.larios@theallianceokc.org) in advance of the meeting to request to be heard under “Citizens to be Heard.” All citizen participation phones will be muted during the meeting until the Chair recognizes the citizen to comment.

If you have any questions or comments about the substance or requirements for the meeting, please contact Cathy O’Connor or Leslie Batchelor. If you have technical or logistical questions, please contact Elizabeth Larios.

### **Additional Instructions About Zoom Meetings:**

Although you can participate in Zoom meetings by either Zoom video conference on the computer link or by calling into the Zoom conference phone line, joining by the computer link is necessary in order to view the presentations on screen.

### **Pre-Meeting:**

- If you are accessing a Zoom **video conference from your computer** for the first time, allow 5-10 minutes ahead of the meeting to get set up.

- When you click the weblink for the conference, you will have to download a driver onto your computer.
- You only download the driver once.
- You can video conference without a computer camera—it will just be audio through your computer microphone.
- If you're trying to Zoom **video conference from your phone**, download the App ahead of time.
  - Search Zoom in the App store. The app is called Zoom Cloud Meetings (it is a blue with a white camera icon).
- If you're trying to Zoom **phone conference call**, make sure you have the conference call number and meeting ID available.

### **To Start Meeting:**

- Click on the link **or** call the number to access the Zoom meeting.
  - You can do not have to do both, just one or the other.
- Enter “meeting ID” if prompted.
- Enter “Password” if prompted
- You can enable computer abilities, like microphone, camera, chat, screen share, etc.
  - Please be aware you will be muted by host upon entry to the meeting.

### **During Meeting:**

- Set up screen preferences.
- If you notice you're getting feedback, you might have two microphones on (one from the computer and one from the phone), so please mute one of them.
- If you have a technical emergency with Zoom during the meeting, email [Elizabeth.larios@theallianceokc.org](mailto:Elizabeth.larios@theallianceokc.org).

### **To End Meeting:**

- Host can end entire meeting.
- Host can leave meeting and have others on call continue to meet without host present.

### **Best Practices:**

- Make sure you have a copy of the meeting info in case your primary method of communication goes down. For example, if you're video conferencing, write down the call-in number, just in case your computer dies.
- Pay attention to what microphone you have on during the conference meeting. Feedback and background noise can be very disruptive to others on the conference call.
- Keep yourself on mute until you are ready to speak. If you are on mute, you can press the spacebar to hop off/on mute.

MINUTES OF REGULAR MEETING  
OF THE  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
DECEMBER 16, 2020

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, December 16, 2020 at 10:30 a.m. in the conference room located at 431 West Main, Suite B; Oklahoma City, Oklahoma 73102. Regular Meeting Notice via teleconference was posted on okc.gov at **4:38 p.m. on December 4, 2020**. The Regular Meeting Agenda via teleconference was posted on okc.gov at **10:57 a.m. on December 14, 2020**.

The Chairman called the meeting to order and stated that the meeting was being held in compliance with the Oklahoma Open Meeting Law.

Mr. J. Larry Nichols  
Mr. Lee Cooper, Jr.  
Mr. Russell Perry  
Ms. Judy J. Hatfield

Commissioners Absent:

Mr. James R. Tolbert – viewed by zoom

Staff Members Present:

Catherine O’Connor, Executive Director  
Dan Batchelor, OCURA, General Counsel, CEDL  
Leslie Batchelor, OCURA Associate General Counsel, CEDL  
Emily Pomeroy, CEDL  
Leana Dozier, Olen Cook, Cassie Poor, Pam Lunnon, and Geri Harlan, The Alliance

Others Present:

Mary Melon, The Foundation for OKC Public Schools  
Monica Pickens, Monarch  
Monique Strout, Monarch  
Paul Swales, Equity Realty  
Jay Trevor, Lincoln Park  
Steve Watts, Rose Rock Development

**OCURA Board of Commissioners Wednesday, December 16, 2021**

The Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, October 21, 2020.

Commissioner Hatfield moved the adoption of the minutes, and upon second by Commissioner Perry, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Minutes Approved

***The Chairman introduced the following resolutions:***

***Resolution No. 5949 entitled:***

***“Commending Mary Melon for Service as a Commissioner of the Oklahoma City Urban Renewal Authority”***

Commissioner Hatfield moved the adoption of the resolution, and upon second by Commissioner Cooper, Jr., motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Resolution Adopted

***Resolution No. 5950 entitled:***

***“Commending Mark Beffort for Service as a Commissioner of the Oklahoma City Urban Renewal Authority”***

**OCURA Board of Commissioners Wednesday, December 16, 2021**

Commissioner Hatfield moved the adoption of the resolution, and upon second by Commissioner Perry, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Resolution Adopted

## **JFK PROJECT AREA**

### ***Resolution No. 5951 entitled:***

***“Approving a Redevelopment Agreement With HHI Group, LLP, for three Residences on North Nebraska Avenue and North Wisconsin Avenue, John F. Kennedy Urban Renewal Plan”***

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Resolution Adopted

### ***Resolution No. 5952 entitled:***

***“Approving a Redevelopment Agreement with Monica Pickens for a Single-Family Home at 1609 N.E. 9<sup>th</sup> Street, John F. Kennedy Urban Renewal Plan”***

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

**OCURA Board of Commissioners Wednesday, December 16, 2021**

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent - viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Resolution Adopted

***Resolution No. 5953 entitled:***

***“Approving Real Estate Acquisition Agreement with the City of Oklahoma City for Surplus Park Property Located at 1824 N.E. 16<sup>th</sup> Street, John F. Kennedy (Okla R-35) Urban Renewal Project”***

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Resolution Adopted

***Resolution No. 5954 entitled:***

***“Approving a Supplemental Amendment to Redevelopment Agreement with NE16 Development, LLC, for Residential Redevelopment of Certain Property located on Multiple lots of Bath’s 2<sup>nd</sup> East View Addition, John F. Kennedy Urban Renewal Plan”***

Commissioner Hatfield moved the adoption of the resolution, and upon second by Commissioner Perry, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom

**OCURA Board of Commissioners Wednesday, December 16, 2021**



Mr. Lee Cooper, Jr.                      Aye

Resolution Adopted

***Resolution No. 5955 entitled:***

***“Approving a Redevelopment Agreement with Lincoln Park, LLC, for Six Duplex Residences and Six Single-Family Residences on Scattered Sites in the Area Bound by Northeast 23<sup>rd</sup> Street on the North, the Katy Rail Trail on the East, Northeast 16<sup>th</sup> Street on the South, and North Prospect Avenue on the West, John F. Kennedy Urban Renewal”***

Commissioner Cooper, Jr. moved the adoption of the resolution, and upon second by Commissioner Perry, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Resolution Adopted

**HARRISON/WALNUT**

***Resolution No. 5956 entitled:***

***“Finding that The Hill at Bricktown, L.L.C., has Defaulted in its Obligations and has Failed to Cure such Defaults under the Amended and Restated Contract for Sale of Land and Redevelopment; and Authorizing and Directing Appropriate Termination Actions”***

**OCURA Board of Commissioners Wednesday, December 16, 2021**

Commissioner Perry moved the adoption of the resolution, and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – view by zoom
Mr. Lee Cooper, Jr.	Aye

Resolution Adopted

## CENTRAL BUSINESS DISTRICT

### *Resolution No. 5957 entitled:*

***“Approving a Contract for Sale of Land and Redevelopment with Alley’s End OKC, LLC for the Redevelopment of Property Located at Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, Constituting Redevelopment Parcel No. 1, Amended and reissued Central Business District Urban Renewal Plan (Project Okla. R-30)”***

Commissioner Hatfield moved the adoption of the resolution, and upon second by Commissioner Cooper, Jr., motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Resolution Adopted

## GENERAL MATTERS

### *Financial Report*

**OCURA Board of Commissioners Wednesday, December 16, 2021**

Geri Harlan presented the financial reports through October 31, 2020

Commissioner Hatfield moved the adoption of the resolution, and upon second by Commissioner Perry, motion carried by the following roll call vote:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Financial Received

***Staff Report***

***Citizens to be heard***

There being no further business to come before the Board, the Chairman adjourned the meeting at 11:04 a.m.

Commissioner Perry moved the adjournment of meeting, and upon second by Commissioner Hatfield, motion carried by the following roll call vote:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent – viewed by zoom
Mr. Lee Cooper, Jr.	Aye

Adjournment Approved

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Secretary

**OCURA Board of Commissioners Wednesday, December 16, 2021**

**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: March 4, 2021  
Ref: Resolution Authorizing Invitation for Proposals for Redevelopment of Property Generally Located between Russell M. Perry Avenue, Main Street, NE 1<sup>st</sup> Street, and NE 2<sup>nd</sup> Street, Harrison-Walnut Urban Renewal Plan, As Amended

**Background:** OCURA owns and seeks to convey for redevelopment approximately 2.8 acres of real property and adjacent property platted as common area located generally between Russell M. Perry Avenue, Main Street, NE 1<sup>st</sup> Street, and NE 2<sup>nd</sup> Street. Immediately adjacent to the Property is a previously developed single-family townhome community, known as the Hill, which has been improved with two- and three-story townhomes, streets, parking areas, sidewalks, landscaping, lighting, a perimeter wall, common areas, and amenities such as a clubhouse and pool.

The development of the Property represents an important opportunity for urban residential development in downtown Oklahoma City, and OCURA desires to facilitate the development of the Property in a manner that complements the existing surrounding development in the Deep Deuce District, including The Hill, and supports the objectives of the Urban Renewal Plan. A public notice for an invitation for proposals will be published prior opening the submission for proposals for not less than 120 days from the date of first publication.

**Summary of Agenda Item:** The resolution authorizes the invitation of proposals for redevelopment

**Recommendation:** Approval of Resolution.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF PROPERTY GENERALLY LOCATED BETWEEN RUSSELL M. PERRY AVENUE, MAIN STREET, N.E. 1<sup>ST</sup> STREET, AND N.E. 2<sup>ND</sup> STREET, HARRISON-WALNUT URBAN RENEWAL PLAN, AS AMENDED**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, and has undertaken implementation of the Harrison-Walnut Urban Renewal Plan (“Urban Renewal Plan”) pursuant to the approval and direction of The City of Oklahoma City; and

**WHEREAS**, the Authority owns and seeks to convey for redevelopment approximately 2.8 acres of real property and adjacent property platted as common area located generally between Russell M. Perry Avenue, Main Street, N.E. 1<sup>st</sup> Street, and N.E. 2<sup>nd</sup> Street, more particularly described and depicted on the attached Exhibit A (“Property”); and

**WHEREAS**, immediately adjacent to the Property is a previously developed single-family townhome community, known as The Hill, which has been improved with two- and three-story townhomes, streets, parking areas, sidewalks, landscaping, lighting, a perimeter wall, common areas, and amenities such as a clubhouse and pool; and

**WHEREAS**, the development of the Property represents an important opportunity for urban residential development in downtown Oklahoma City, and the Authority desires to facilitate the development of the Property in a manner that complements the existing surrounding development in the Deep Deuce District, including The Hill, and supports the objectives of the Urban Renewal Plan; and

**WHEREAS**, the Board of Commissioners deems it appropriate, timely, and in the public interest to authorize an invitation for proposals for the redevelopment of the Property in support of the objectives of the Urban Renewal Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. The invitation of proposals for the redevelopment of the Property is hereby authorized.
2. A public notice of an invitation for proposals is hereby authorized to be published, and a period of not less than one hundred twenty (120) days from the date of first publication is hereby established for submission of proposals.
3. The Executive Director, Authority staff and Legal Counsel are authorized to take necessary or appropriate actions to conduct a public competitive process and are directed to proceed with the issuance of the public invitations in a timely manner.

4. Proposals shall be evaluated by a committee to be formed by the Executive Director and which shall include a board member of the existing Homeowner's Association of The Hill, and such committee shall serve in an advisory capacity only in making its recommendations to the Board of Commissioners as to such proposals.
5. After evaluation of the proposals, if found to be acceptable, a redeveloper or redevelopers may be conditionally designated by the Board of Commissioners. The conditional redeveloper designation shall be based on the determination of the redevelopment proposal or proposals deemed to be most acceptable to the Board of Commissioners.
6. The evaluation of redevelopment proposals shall be based on the principal criteria outlined in the invitation, including but not limited to:
  - a. Responsiveness of the proposal to meet the goal and objective of redeveloping the Property for urban residential development, along with the goals and objectives of the Urban Renewal Plan, PlanOKC, and applicable requirements and guidelines contained in the City's zoning and municipal codes;
  - b. Responsiveness of the proposal in describing how the theme, design, and architectural style of the proposed redevelopment are similar to/different from The Hill's existing townhome community and how the proposed redevelopment will be compatible with and/or complementary to it;
  - c. Market feasibility and likelihood of the proposal to succeed;
  - d. Redeveloper team qualifications relevant to the proposal and demonstrated experience in completing similar projects;
  - e. Demonstrated ability to achieve design objectives identified in the invitation for proposals;
  - f. Adequacy of the pro forma for the proposal and appropriateness of any requested financial assistance;
  - g. Sufficient evidence of financial capacity to carry out the proposal; and
  - h. Capability of the redeveloper team to initiate and complete the project within a reasonable timeline.
7. The Authority shall enter into direct negotiations with the prospective redeveloper receiving conditional redeveloper designation, or, if more than one, with each such prospective redeveloper receiving conditional redeveloper designation, in order to achieve the best and most desirable project for the area and obtain agreement as to price and other terms and conditions satisfactory to the Board of Commissioners.
8. The invitation for redevelopment proposals shall not create any legal obligation for the Authority to enter into a contract for redevelopment except on terms and conditions the Board of Commissioners deems, in its discretion, to be acceptable and desirable.
9. The Executive Director, Legal Counsel, and officers and staff of the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346) 248-7799 Meeting ID: 873 6711 4112 and online at <https://us02web.zoom.us/j/87367114112> on the **4<sup>th</sup> day of March, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

# EXHIBIT A

## LEGAL DESCRIPTION

The Hill At Bricktown  
OCURA

February 24, 2021

A tract of land being a part of the South Half (S/2) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

### **The Hill at Bricktown Section 3 Platted Lots**

All of Lots 8 through 14 of Block 6 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

**AND**

All of Lots 8 through 28 of Block 9 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

**AND**

All of Lots 1 through 26 of Block 10 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

**AND**

All of Lots 1 through 7 of Block 11 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

**AND**

All of Lots 1 through 5 of Block 12 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

**AND**

### **The Hill at Bricktown Common Areas**

All of Common Area "C" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61 **less and except** that portion of said Common Area "C" replatted as a part of the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25 and further **less and except** that portion of Common Area "C" more particularly described as:

Beginning at the Southwest (SW) Corner of Lot 1 Block 8 of said plat THE HILL AT BRICKTOWN, said point being the POINT OF BEGINNING;

THENCE South 88°40'22" East, along and with the South line of said Block Eight (8)

Prepared by Matthew Johnson P.L.S. 1807

Johnson & Associates, Inc.

Certificate of Authorization No. 1484 (Expires 6-30-21)

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and the North line of said Common Area "C", a distance of 209.50 feet to the Southwest (SW) Corner of Lot 1 Block 10 of said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE South 01°19'38" West, along and with the extended West line of said Lot 1 Block 10, a distance of 30.00 feet to a point on the South line of said Common Area "C" and the North line of Block 9 as shown on said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE North 88°40'22" West, along and with the South line of said Common Area "C" extended and the North line of said Block 9, a distance of 215.30 feet to the Northwest (NW) Corner of Lot 1 of said Block 9, said point lying on the East right-of-way line of Geary Avenue and the West line of said Common Area "C";

THENCE North 01°19'38" East, along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 77.13 feet;

THENCE North 46°19'38" East, continuing along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 8.20 feet to a Northwest (NW) Corner of said Lot 1 Block 8;

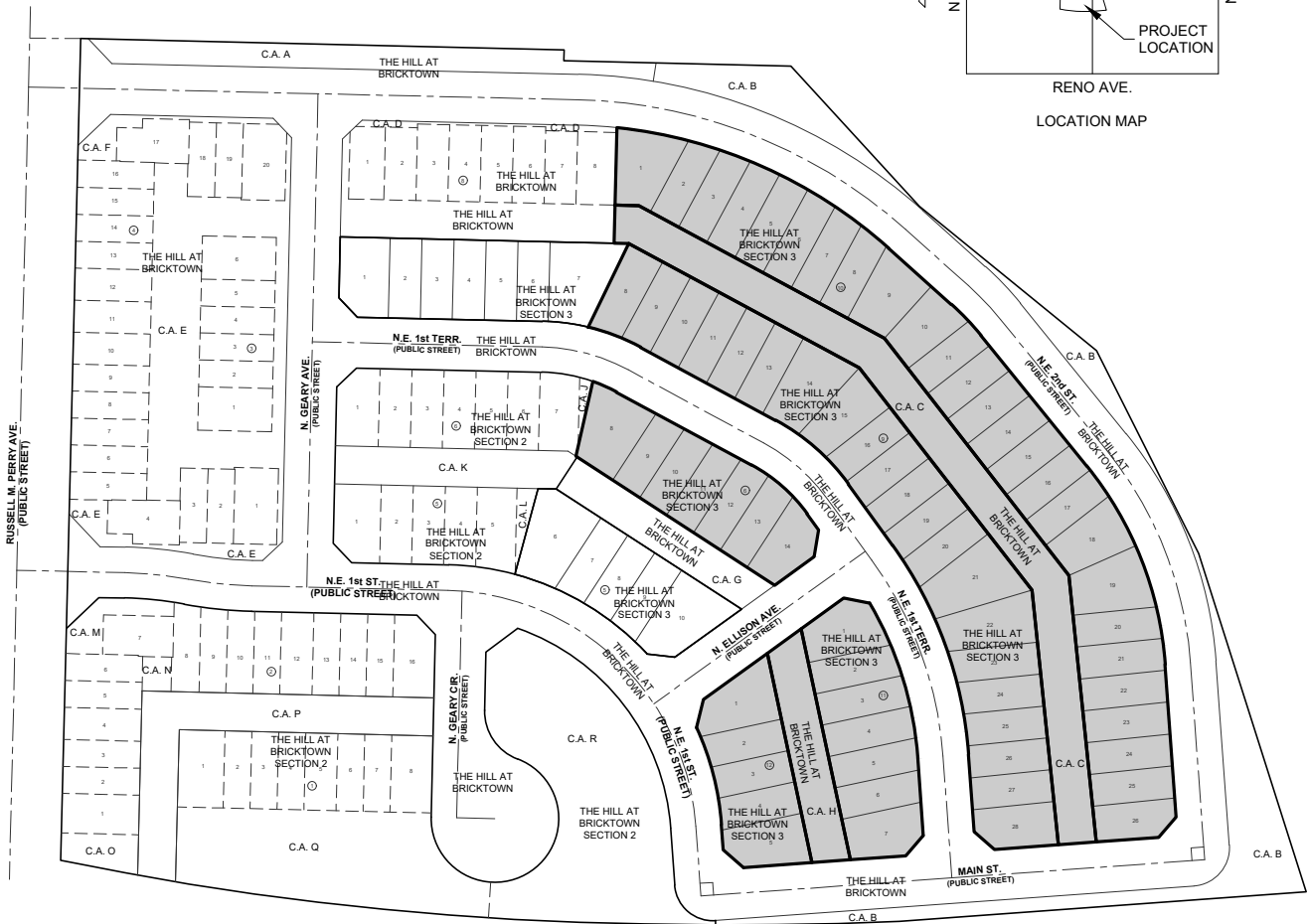
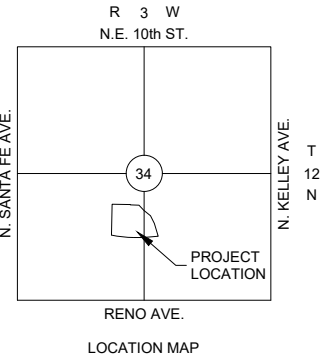
THENCE South 01°19'38" West, along and with the East line of said Common Area "C" and the West line of said Lot 1 Block 8, a distance of 52.93 feet to the POINT OF BEGINNING.

**AND**

All of Common Area "H" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61

Basis of Bearing: Bearings as shown on the recorded plat THE HILL AT BRICKTOWN

Legal Description subject to change based on survey or necessary adjustments/corrections.



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 Date: 2-24-21  
 Scale: NTS

**THE HILL AT BRICKTOWN**  
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA  
**OCURA**



**Johnson & Associates, Inc.**  
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**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: March 4, 2021  
Ref: Resolution Authorizing the Acquisition of Real Property by Negotiation, John F. Kennedy and Harrison-Walnut Urban Renewal Plans

**Background:** OCURA is engaged in implementation activities in furtherance of both the John F. Kennedy (JFK) Urban Renewal Plan (OKLA. R-35) and the Harrison-Walnut (H-W) Urban Renewal Plan, as amended. The JFK Urban Renewal Plan authorizes acquisition of specifically identified properties as well as property that meets certain conditions, including when a property owner is not complying with the rehabilitation standards or use restrictions of the JFK Urban Renewal Plan. The H-W Urban Renewal Plan also authorizes the acquisition of specifically identified properties as well as property that meets certain conditions, including when a property owner is not complying with the rehabilitation standards or use restrictions of the H-W Urban Renewal Plan, as well as properties owned by public bodies, and oil and gas facilities necessary for redevelopment purposes.

Between 2006 and 2016, the OCURA's acquisition authorizations and policies under the two Urban Renewal Plans evolved and were stated in numerous resolutions, as a result it is appropriate and desirable to clarify, update, and simplify its authorizations for acquisitions by negotiation under the two Urban Renewal Plans and to provide guidance and authorization for the application of the Authority's Policies and Procedures for Residential and Commercial Acquisition and Relocation Services. Nothing in this Resolution is intended to expand the OCURA's acquisition authorizations provided in the Urban Renewal Plans or to affect its authorization to acquire property through the use of eminent domain, as authorized in the Urban Renewal Plans or any other Resolution; and

It is appropriate, desirable, and in the public interest to authorize the following:

1. The acquisition or acceptance of property within both Urban Renewal Areas from public entities, including but not limited to the Oklahoma City Redevelopment Authority, is hereby authorized in order to facilitate redevelopment, and such acquisitions may be on such terms as are deemed necessary and convenient to the execution of the Urban Renewal Plans, with or without appraisal, public notice, advertisement, or public bidding, in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-109.
2. The acquisition of property within both Urban Renewal Areas from foreclosure, bankruptcy, forfeiture, or other judicial processes, is hereby authorized where such

- acquisition is in the public interest, is on such terms as are fair to the parties, and furthers the objectives of the Urban Renewal Plan.
3. The acquisition of property within both Urban Renewal Areas in response to voluntary requests from property owners is hereby authorized, where such acquisition is in the public interest, is on negotiated terms for not less than fair market value, and furthers the objectives of the Urban Renewal Plans.
  4. For purposes of the authorizations contained in this Resolution, “voluntary requests from property owners” shall include: (a) acquisition discussions initiated by any property owner in the Urban Renewal Areas to which the Authority is amenable; (b) property in the Urban Renewal Areas listed for sale on the open market through a real estate agent, broker, or “by owner”; and (c) upon property owner interest or willingness to negotiate after the Authority initiates an acquisition discussion regarding property in the Urban Renewal Areas, provided such discussion is not made under express or implied threat of eminent domain.
  5. For purposes of the authorizations contained in this Resolution, the acquisition of property in the Urban Renewal Areas and provision of relocation assistance and benefits shall be guided by the Acquisition Policies, as supplemented in the following paragraphs:
    - a. Appraisals and review appraisals shall not be required to determine fair market value for any property to be acquired, provided Authority staff can document that the agreed acquisition price is generally comparable with similar documented purchases prices for comparable properties.
    - b. Relocation services and moving expenses shall be provided, consistent with the Acquisition Policies, to property owners if the Authority initiates acquisition discussions and the property sought for acquisition is occupied, either as a residence or by a non-residential user.
    - c. Relocation services and moving expenses may be, but are not required, to be provided where the owner has explicitly waived such benefits or the circumstances clearly indicate that there is no expectation of such benefits, including, but not limited to, a public offer for sale or listing through a broker or agent.

**Summary of Agenda Item:** The resolution authorizes acquisition of real property

**Recommendation:** Approval of Resolution.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY BY NEGOTIATION, JOHN F. KENNEDY AND HARRISON-WALNUT URBAN RENEWAL PLANS**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in implementation activities in furtherance of both the John F. Kennedy Urban Renewal Plan (OKLA. R-35) (“JFK Urban Renewal Plan”) and the Harrison-Walnut Urban Renewal Plan, as amended (“H-W Urban Renewal Plan”) (JFK Urban Renewal Plan and H-W Urban Renewal Plan, collectively, “Urban Renewal Plans”), as approved by the City of Oklahoma City (“City”), in adjacent areas of the City (together, “Urban Renewal Areas”); and

**WHEREAS**, the JFK Urban Renewal Plan authorizes acquisition of specifically identified properties as well as property that meets certain conditions, including when a property owner is not complying with the rehabilitation standards or use restrictions of the JFK Urban Renewal Plan; and

**WHEREAS**, the H-W Urban Renewal Plan also authorizes the acquisition of specifically identified properties as well as property that meets certain conditions, including when a property owner is not complying with the rehabilitation standards or use restrictions of the H-W Urban Renewal Plan, as well as properties owned by public bodies, and oil and gas facilities necessary for redevelopment purposes; and

**WHEREAS**, between 2006 and 2016, the Authority’s acquisition authorizations and policies under the two Urban Renewal Plans evolved and were stated in numerous resolutions; and

**WHEREAS**, the Board of Commissioners of the Authority finds it appropriate and desirable to clarify, update, and simplify its authorizations for acquisitions by negotiation under the two Urban Renewal Plans and to provide guidance and authorization for the application of the Authority’s Policies and Procedures for Residential and Commercial Acquisition and Relocation Services (“Acquisition Policies”); and

**WHEREAS**, nothing in this Resolution is intended to expand the Authority’s acquisition authorizations provided in the Urban Renewal Plans or to affect its authorization to acquire property through the use of eminent domain, as authorized in the Urban Renewal Plans or any other Resolution; and

**WHEREAS**, it is appropriate, desirable, and in the public interest to authorize the acquisition or acceptance of property within both Urban Renewal Areas from public entities, including but not limited to the Oklahoma City Redevelopment Authority (“OCRA”), in order to facilitate redevelopment, and such acquisitions may be on such terms as are deemed necessary and convenient to the execution of the Urban Renewal Plans, with or without appraisal, public notice, advertisement, or public bidding, in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-109; and

**WHEREAS**, it is appropriate and desirable to authorize the acquisition of property within both Urban Renewal Areas from foreclosure, bankruptcy, forfeiture, or other judicial processes, where such acquisition is in the public interest, is on such terms as are fair to the parties, and furthers the objectives of the Urban Renewal Plans; and

**WHEREAS**, it is appropriate and desirable to authorize the acquisition of property within both Urban Renewal Areas in response to voluntary requests from property owners, where such acquisition is in the public interest, is on negotiated terms for not less than fair market value, and furthers the objectives of the Urban Renewal Plans; and

**WHEREAS**, any such acquisitions from private owners shall be accompanied by the provision of relocation services and benefits in accordance with applicable law, guidelines, and this Resolution, unless the owner has explicitly waived such benefits or the circumstances clearly indicate that there is no expectation of such benefits, including, but not limited to, a public offer for sale or listing through a broker or agent.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. The acquisition or acceptance of property within both Urban Renewal Areas from public entities, including but not limited to the Oklahoma City Redevelopment Authority, is hereby authorized in order to facilitate redevelopment, and such acquisitions may be on such terms as are deemed necessary and convenient to the execution of the Urban Renewal Plans, with or without appraisal, public notice, advertisement, or public bidding, in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-109.
2. The acquisition of property within both Urban Renewal Areas from foreclosure, bankruptcy, forfeiture, or other judicial processes, is hereby authorized where such acquisition is in the public interest, is on such terms as are fair to the parties, and furthers the objectives of the Urban Renewal Plan.
3. The acquisition of property within both Urban Renewal Areas in response to voluntary requests from property owners is hereby authorized, where such acquisition is in the public interest, is on negotiated terms for not less than fair market value, and furthers the objectives of the Urban Renewal Plans.
4. For purposes of the authorizations contained in this Resolution, “voluntary requests from property owners” shall include: (a) acquisition discussions initiated by any property owner in the Urban Renewal Areas to which the Authority is amenable; (b) property in the Urban Renewal Areas listed for sale on the open market through a real estate agent, broker, or “by owner”; and (c) upon property owner interest or willingness to negotiate after the Authority initiates an acquisition discussion regarding property in the Urban Renewal Areas, provided such discussion is not made under express or implied threat of eminent domain.
5. For purposes of the authorizations contained in this Resolution, the acquisition of property in the Urban Renewal Areas and provision of relocation assistance and

benefits shall be guided by the Acquisition Policies, as supplemented in the following paragraphs:

- a. Appraisals and review appraisals shall not be required to determine fair market value for any property to be acquired, provided Authority staff can document that the agreed acquisition price is generally comparable with similar documented purchases prices for comparable properties.
  - b. Relocation services and moving expenses shall be provided, consistent with the Acquisition Policies, to property owners if the Authority initiates acquisition discussions and the property sought for acquisition is occupied, either as a residence or by a non-residential user.
  - c. Relocation services and moving expenses may be, but are not required, to be provided where the owner has explicitly waived such benefits or the circumstances clearly indicate that there is no expectation of such benefits, including, but not limited to, a public offer for sale or listing through a broker or agent.
6. Nothing in this Resolution shall be interpreted as expanding the Authority's acquisition authorizations provided in the Urban Renewal Plans or relieving the Authority of its authorization to acquire property through the use of eminent domain, as authorized in the Urban Renewal Plans or any subsequent authorizing resolution.
  7. The Executive Director of the Authority is authorized to appraise properties, acquire property, provide relocation assistance and benefits, and to incur costs necessary and appropriate to carry out the authorizations contained in this Resolution.
  8. The Executive Director, staff, and legal counsel for the Authority are authorized and directed to take all steps and execute such documents as may be necessary or appropriate to implement this authorization in accordance with applicable laws, policies, and guidelines.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346) 248-7799 Meeting ID: 873 6711 4112 and online at <https://us02web.zoom.us/j/87367114112> on the **4<sup>th</sup> day of March, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: March 4, 2021

Ref: Resolution Approving a Supplemental Amendment to Redevelopment Agreement With An Thu Tran Vu and Giang Thang Vu, A Married Couple, Changing the Location of Property for A Single-Family Home From Lots 19–20, Block 24, Culbertson's East Highland Addition, to Lots 13–14, Block 2, Oak Park Addition, and Revising Commencement and Completion Dates, John F. Kennedy Urban Renewal Plan

**Background:** On September 23 2020, OCURA and An Thu Tran Vu and Giang Thanh Vu entered into a Redevelopment Agreement for development of a single-family residence on a lot pursuant to JFK Urban Renewal Plan. The Developer has requested to change the location of the single-family residential home from a lot located on North Lottie Avenue to a lot located on NE 10<sup>th</sup> Street close to the intersection of N Lottie Avenue and NE 10th Street due to complications accessing city water lines. A supplement amendment to redevelopment agreement has been negotiated providing a reasonable schedule and location.

**Purpose of Agenda Item:** The resolution approves the proposed Supplemental Amendment to Redevelopment Agreement with the Redeveloper.

**Staff Recommendation:** Approval of Resolution

**Attachments:** Redevelopment Agreement, Special Warranty Deed and Map Exhibit



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING A SUPPLEMENTAL AMENDMENT TO REDEVELOPMENT AGREEMENT WITH AN THU TRAN VU AND GIANG THANG VU, A MARRIED COUPLE, CHANGING THE LOCATION OF PROPERTY FOR A SINGLE-FAMILY HOME FROM LOTS 19–20, BLOCK 24, CULBERTSON’S EAST HIGHLAND ADDITION, TO LOTS 13–14, BLOCK 2, OAK PARK ADDITION, AND REVISING COMMENCEMENT AND COMPLETION DATES, JOHN F. KENNEDY URBAN RENEWAL PLAN**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 (“Urban Renewal Plan”), for the redevelopment of an area (“Project Area”) within The City of Oklahoma City; and

**WHEREAS**, the Authority has previously entered into a Contract for Sale of Land and Redevelopment (“Agreement”) with An Thu Tran Vue and Giang Thang Vu, a married couple (“Redeveloper”), for the construction of a single-family home on North Lottie Avenue, between East Park Place and Northeast 11<sup>th</sup> Street (Lots 19–20, Culbertson’s East Highland Amended Addition) as described in Schedule A of the Agreement; and

**WHEREAS**, the Redeveloper has encountered difficulties in establishing utility service for the property originally subject to the Agreement, jeopardizing satisfaction of the Redeveloper’s obligations; and

**WHEREAS**, it is appropriate and desirable to replace the property listed on Schedule A of the Agreement with a different parcel located nearby on Northeast 10<sup>th</sup> Street, between North Lottie Avenue and North Kate Avenue (Lots 13–14 of Block 2, Oak Park Addition), and to revise the project commencement and completion timeline, as reflected in the Supplemental Amendment to the Agreement (“Supplemental Amendment”) attached to this Resolution; and

**WHEREAS**, the proposed Supplemental Amendment furthers the objectives of the Urban Renewal Plan and is consistent with the development in the area.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. The proposed Supplemental Amendment attached as Exhibit A is hereby approved, and the Executive Director is authorized to execute the Supplemental Amendment and to take such additional actions and execute such additional documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, as amended, including making such modifications and corrections as are advised by Legal Counsel and are appropriate and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of

the Redevelopment Agreement, as amended, and all actions previously taken for such purposes are hereby ratified.

3. The Executive Director and Legal Counsel are authorized to review supplemental submissions, to impose requirements with respect thereto if appropriate, and to approve plans pursuant to this Resolution.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346) 248-7799 Meeting ID: 873 6711 4112 and online at <https://us02web.zoom.us/j/87367114112> on the **4<sup>th</sup> day of March, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

## SUPPLEMENTAL AMENDMENT

This Supplemental Amendment (“Amendment”) to the Contract for Sale of Land and Redevelopment between the Oklahoma City Urban Renewal Authority (“Authority”) and An Thu Tran Vu and Giang Thang Vu, a married couple (“Redeveloper”), dated September 16, 2020 (“Agreement”), is made on or as of this 4<sup>th</sup> day of March, 2021 (“Effective Date”), by and between the Authority and the Redeveloper (Authority and Redeveloper, collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the Parties have previously entered into the Agreement, which provides for the Redeveloper’s purchase and construction of a single-family home on North Lottie Avenue in between East Park Place and Northeast 11<sup>th</sup> Street, on Lots 19 – 20 of Block 24, Culbertson’s East Highland Amended Addition, as described in Schedule A of the Agreement; and

**WHEREAS**, the Redeveloper has encountered difficulties in establishing utility service for the property originally subject to the Agreement, jeopardizing satisfaction of the Redeveloper’s obligations; and

**WHEREAS**, the Parties are willing to replace the property listed on Schedule A of the Agreement with a different parcel located nearby on Northeast 10<sup>th</sup> Street in between North Lottie Avenue and North Kate Avenue (Lots 13–14 of Block 2, Oak Park Addition), and to revise the Agreement’s mandated completion dates, in order to avoid a default on the part of the Redeveloper, and desire to amend the Agreement accordingly.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

**SECTION 1.** The terms and provisions of this Amendment shall amend the Agreement whenever they conflict with the Agreement and supplement the Agreement whenever they do not conflict with the Agreement.

**SECTION 2.** Schedule A of the Agreement shall be amended to read as follows:

### SCHEDULE A PROPERTY DESCRIPTION

All of Lots Thirteen (13) and Fourteen (14), in Block Two (2), in OAK PARK ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof.

**SECTION 3.** Construction of the residence and Improvements shall be commenced and completed on or before the following listed dates:

**Commencement Date:** June 1, 2021

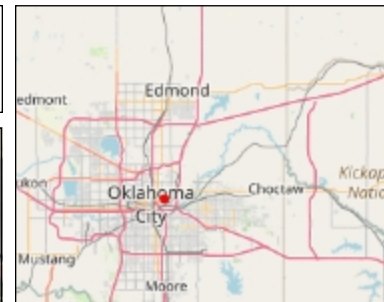
**Completion Date:** June 1, 2022

**IN WITNESS WHEREOF**, the Authority and Redeveloper have signed this Amendment as of the Effective Date.

*[SIGNATURE PAGES TO FOLLOW]*







Legend

1: 1,128



Notes

R021682720

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**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: March 4, 2021  
Ref: Resolution Approving a Public Property Redevelopment Agreement with Oklahoma City Public Schools (I-89), for property adjacent to F.D. Moon Middle School, John F. Kennedy Urban Renewal Plan

**Background:** The proposed disposition of OCURA property via the Public Property Redevelopment Agreement with the Oklahoma City Public Schools, Independent School District No. 89 of Oklahoma County will allow for the expansion and improvement to the school grounds to make it suitable for school use as playgrounds, playing fields, or other appropriate and desirable facilities for students at F.D. Moon Middle School. A redevelopment agreement has been negotiated.

**Purpose of Agenda Item:** The resolution approves the proposed Public Property Redevelopment Agreement with Oklahoma City Public Schools.

**Staff Recommendation:** Approval of Resolution

**Attachments:** Redevelopment Agreement, Special Warranty Deed and Map Exhibit



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A PUBLIC PROPERTY REDEVELOPMENT AGREEMENT WITH OKLAHOMA CITY PUBLIC SCHOOLS (I-89), FOR PROPERTY ADJACENT TO F.D. MOON MIDDLE SCHOOL, JOHN F. KENNEDY URBAN RENEWAL PLAN**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 (“Urban Renewal Plan”), for the redevelopment of an area (“Project Area”) within The City of Oklahoma City; and

**WHEREAS**, the objectives of the Urban Renewal Plan include enlargement of school grounds and neighborhood parks and provision of other improvements to increase the livability of the area as a principally residential area with subsidiary uses of commercial properties; and

**WHEREAS**, in order to expand and improve the school grounds at F.D. Moon Middle School, the Executive Director and Legal Counsel have negotiated a Public Property Redevelopment Agreement (“Redevelopment Agreement”) with the Oklahoma City Public Schools, Independent School District No. 89 of Oklahoma County (“OKCPS”), under which OKCPS will improve the property described in Exhibit A (“Property”) to make it suitable for school use as playgrounds, playing fields, or other appropriate and desirable facilities for students, with supportive and properly-landscaped parking; and

**WHEREAS**, the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-109, authorizes the conveyance of property to a public body on such terms, as are deemed necessary and convenient to the execution of the Urban Renewal Plans, with or without appraisal, public notice, advertisement, or public bidding; and

**WHEREAS**, the Authority’s Board of Commissioners has determined that the proposed redevelopment furthers the objectives of the Authority for the Project Area and is consistent with the development in the area.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Oklahoma City Urban Renewal Authority as follows:

1. The proposed Public Property Redevelopment Agreement with the Oklahoma City Public Schools is hereby approved, and the Executive Director and Officers of the Authority are authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.

3. The conveyance of the Property to OKCPS, a public body, is appropriate in consideration of the improvement of the property for public use.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (346) 248-7799 Meeting ID: 873 6711 4112 and online at <https://us02web.zoom.us/j/87367114112> on the **4<sup>th</sup> day of March, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

**EXHIBIT A  
LEGAL DESCRIPTION**

Tract 1:

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being all of Lots One (1) through Ten (10), inclusive, in Block One (1), as shown on the recorded plat GIVENS EASTERN ADDITION.

Tract 2:

A part of the Southeast Quarter (SE/4) of Section Twenty-six (26), Township Twelve (12) North, Range Three (3) West of the Indian Meridian in Oklahoma County, Oklahoma, which is more particularly described as follows:

Beginning at a point in the East line of said SE/4 and 87 and 1/9 rods North of the Southeast corner thereof; THENCE North a distance of 264 feet; THENCE West a distance of 183 feet; THENCE South a distance of 264 feet; THENCE East a distance of 183 feet to the point of beginning.

**PUBLIC PROPERTY REDEVELOPMENT AGREEMENT**  
**BETWEEN**  
**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**AND**  
**OKLAHOMA CITY PUBLIC SCHOOLS**  
(INDEPENDENT SCHOOL DISTRICT No. 89 OF OKLAHOMA COUNTY, OKLAHOMA)

This PUBLIC PROPERTY REDEVELOPMENT AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and OKLAHOMA CITY PUBLIC SCHOOLS, Independent School District No. 89 of Oklahoma County, Oklahoma, (“OKCPS”), a public body corporate and independent school district pursuant to the Oklahoma School Code, having its offices at 615 N. Classen Boulevard, Oklahoma City, Oklahoma 73106.

**WITNESSETH:**

**WHEREAS**, in furtherance of the objectives of the Act, the Authority has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City of Oklahoma City (“City”), and is in the process of implementing the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 (“Urban Renewal Plan”), in an area (“Project Area”) located in the City; and

**WHEREAS**, the objectives of the Urban Renewal Plan include enlargement of school grounds and neighborhood parks and provision of other improvements to increase the livability of the area as a principally residential area with subsidiary uses of commercial properties; and

**WHEREAS**, in order to enable the Authority to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment in accordance with the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide and have provided substantial aid and assistance to the Authority; and

**WHEREAS**, in order to expand and improve the school grounds at F.D. Moon Middle School, the Authority has offered to convey to OKCPS certain real property located in the Project Area, as more particularly described in Schedule A annexed hereto and made a part hereof (“Property”).

**NOW, THEREFORE**, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE 1.     CONVEYANCE OF PROPERTY AND CONSIDERATION**

Subject to the terms, covenants and conditions of this Agreement, the Authority will convey the Property to OKCPS for and in consideration of OKCPS’s obligations under this

Agreement. Specifically, OKCPS will improve the Property or cause it to be improved to make it suitable for school use as playgrounds, playing fields, or other appropriate and desirable facilities for students. Such improvement shall constitute the redevelopment of the Property and the consideration for conveyance.

## **ARTICLE 2. CONVEYANCE OF PROPERTY**

- 2.1 Form of Deed.** The Authority will convey to OKCPS title to the Property by Special Warranty Deed (“Deed”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the covenants and restrictions recited in Article 4 of this Agreement and the conditions subsequent provided for in the attached Deed.
- 2.2 Time and Place for Delivery of Deed.** The Deed will be delivered to OKCPS at the time and place of closing, which shall be on or before May 1, 2021, unless extended by agreement of the Parties.
- 2.3 Apportionment of Property Taxes.** Inasmuch as the Authority and OKCPS are tax-exempt entities, there should be no requirement to apportion property taxes at closing. However, in the event any ad valorem taxes shall be levied on the Property, OKCPS shall be responsible for them after Closing.
- 2.4 Recordation of Deed.** Upon delivery of an executed Deed, OKCPS will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. OKCPS will pay all costs required by law as an incident to recording the Deed(s).

## **ARTICLE 3. OBLIGATIONS OF OKCPS AND THE AUTHORITY**

- 3.1 Execution of the Urban Renewal Plan.** OKCPS agrees to improve the Property or cause it to be improved in accordance with the Urban Renewal Plan by making it suitable for school use as playgrounds, playing fields, or other appropriate and desirable facilities for students.
- 3.2 Construction Commencement and Completion.** Improvement of the Property shall be commenced and completed on or before the following listed dates:

**Commencement Date:** July 1, 2022

**Completion Date:** August 1, 2025

- 3.3 Certificates of Completion.** Promptly after completion of the Improvements, the Authority will furnish OKCPS with an appropriate instrument certifying satisfactory completion of the same. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed(s) with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to OKCPS

in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

- 3.4 Failure to Provide Certificate of Completion.** If the Authority should decline or fail to provide the certification in accordance with the provisions of Section 3.3, then it shall respond in writing, within thirty (30) days after written request by OKCPS, as follows. The response shall stipulate in what respects OKCPS has failed to complete the Improvements in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Authority, for OKCPS to obtain such certification.

#### **ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY**

- 4.1 Restrictions on Use.** OKCPS agrees for itself, and its successors and assigns, and the Deed(s) shall contain covenants to the effect that:

- (a) The Property is limited to school uses, consistent with the Urban Renewal Plan.
- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

- 4.2 Covenants; Binding Upon Successors in Interest; Period of Duration.** It is intended and agreed, and the Deed(s) shall expressly provide, that:

- (a) The covenants provided in Sections 4.1(a), 4.1(b) and 4.1(c) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Sections 4.1(b) and 4.1(c)), against OKCPS, its successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed(s) until January 1, 2040.
- (c) The agreements and covenants provided in Sections 4.1(b) and 4.1(c) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on OKCPS and each party in succession, possession, or occupancy of the Property or part thereof.

**4.3 Prohibition against Assignment and Transfer.** Prior to the issuance of the Certificate of Completion as set for in Section 3.3, OKCPS may not make or create, nor allow to be made or created, any total or partial sale, assignment, conveyance, lease, or transfer in any other mode or form, of the Property, or any part or interest in the Property, without the prior written approval of the Authority.

## **ARTICLE 5. REMEDIES**

**5.1 In General.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions, the party in default or breach shall proceed immediately to cure or remedy such default or breach upon written notification from the party not in default or breach, and in any event, within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may take such action as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, termination of the Agreement or institution of proceedings to compel specific performance by the party in default or breach of its obligations.

**5.2 Termination Prior to Conveyance.** In the event that, prior to the conveyance of the Property from the Authority to OKCPS, either party shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand, then this Agreement, and any rights of either party in this Agreement or arising from this Agreement with respect to the Property may, at the option of either party, be terminated, in which event neither OKCPS nor the Authority shall have any further rights against or liability to the other under this Agreement.

**5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance.** In the event that subsequent to conveyance of the Property to OKCPS and prior to completion of the Improvements, as certified by the Authority, OKCPS shall default in or violate its obligations with respect to the construction of the Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do, then the Authority shall have the right to reenter and take possession of the Property and to terminate (and re-vest in the Authority) the estate conveyed by the Deed to OKCPS; provided, that such condition subsequent and any revesting of title as a result in the Authority.

**5.4 Forced Delay in Performance for Causes Beyond Control of Party.** Neither the Authority nor OKCPS, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to this Agreement in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe

weather or delays of subcontractors due to such causes. In the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of OKCPS shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of this provision shall have first notified the other party in writing within thirty (30) days after the beginning of any such forced delay, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

**5.5 Rights and Remedies Cumulative; No Waiver by Delay.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative. Any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way, and no waiver made by either party with respect to the performance of any obligation of the other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver except to the extent specifically waived in writing.

**ARTICLE 6. MISCELLANEOUS**

**6.1 Notices and Demands.** A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given and delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

(a) In the case of OKCPS, such communication is addressed (or delivered personally) to OKCPS in care of:

Oklahoma City Public Schools  
Sean McDaniel, Superintendent  
P.O. Box 36609  
Oklahoma City, OK 73136

(b) In the case of the Authority, such communication is addressed (or delivered) to the:

Oklahoma City Urban Renewal Authority  
105 North Hudson, Suite 101  
Oklahoma City, Oklahoma 73102; or

(c) At such other address with respect to either such party as that party may from time to time communicate in writing to the other.

**6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which



affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to OKCPS, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to OKCPS or successor on any obligations under the terms of the Agreement.
- 6.5 No Brokerage Agreement.** Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.
- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.
- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.
- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to OKCPS or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**6.12 Counterparts.** This Agreement is executed in multiple counterparts, each of which will constitute an original of this instrument.

**IN WITNESS WHEREOF**, the Authority has caused this Agreement to be duly executed in its name and behalf by its Executive Director and OKCPS have caused this Agreement to be duly executed in its name and on its behalf.

*[SIGNATURE PAGES TO FOLLOW]*

**AUTHORITY:**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY,**  
a public body corporate

\_\_\_\_\_  
Catherine O'Connor, Executive Director

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA,            )  
                                                  ) ss.  
COUNTY OF OKLAHOMA.        )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Catherine O'Connor, to me known to be the identical person who executed the foregoing instrument as the Executive Director of the Oklahoma City Urban Renewal Authority, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Seal)



**SCHEDULE A**  
**PROPERTY DESCRIPTION**

Tract 1:

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being all of Lots One (1) through Ten (10), inclusive, in Block One (1), as shown on the recorded plat GIVENS EASTERN ADDITION.

Tract 2:

A part of the Southeast Quarter (SE/4) of Section Twenty-six (26), Township Twelve (12) North, Range Three (3) West of the Indian Meridian in Oklahoma County, Oklahoma, which is more particularly described as follows:  
Beginning at a point in the East line of said SE/4 and 87 and 1/9 rods North of the Southeast corner thereof; THENCE North a distance of 264 feet; THENCE West a distance of 183 feet; THENCE South a distance of 264 feet; THENCE East a distance of 183 feet to the point of beginning.

**SCHEDULE B  
FORM OF DEED**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Oklahoma City Public Schools  
Jessica Sherrill, General Counsel  
P.O. Box 36609  
Oklahoma City, OK 73136

**EXEMPT DOCUMENTARY STAMPS  
O.S. TITLE 68, ART. 32, SECTION 3202**

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS, THAT:**

**WHEREAS**, an urban renewal plan for a blighted area in Oklahoma City designated the John F. Kennedy Urban Renewal Plan, Project Okla. R-35 (“Urban Renewal Plan”) has been adopted and approved by the City Council of the City of Oklahoma City, which Urban Renewal Plan, as it exists on the date hereof, is recorded in the office of the City Clerk of Oklahoma City, Oklahoma; and

**WHEREAS**, the Oklahoma City Urban Renewal Authority is owner and holder of record of title to certain real property located in the Project area; and

**WHEREAS**, the Oklahoma City Urban Renewal Authority and OKLAHOMA CITY PUBLIC SCHOOLS, Independent School District No. 89 of Oklahoma County, Oklahoma, (“OKCPS”) have heretofore entered into a Public Property Redevelopment Agreement, dated \_\_\_\_\_, 2021 (“Redevelopment Agreement”), whereby OKCPS agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

**WHEREAS**, pursuant to the Urban Renewal Plan and the Oklahoma Urban Redevelopment Law, the Oklahoma City Urban Renewal Authority is authorized to transfer individual portions of land in the Urban Renewal Plan’s project area pursuant to the objectives of the Urban Renewal Plan; and

**NOW, THEREFORE**, this Deed, made this [date] day of [month, year], by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and OKCPS (“Grantee[s]”).

**WITNESSETH:**

That, for and in consideration of the sum of TEN DOLLARS and NO/100s (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantee(s) to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, and more particularly described on Exhibit A attached hereto, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

The Grantor warrants title to the property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, and Grantor will execute such further assurances thereof as may be requisite: **Provided**, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the Grantee(s) hereby binds themselves and their successors, assigns, Grantee(s) and lessees forever to these covenants and conditions which covenants and conditions are as follows:

**FIRST:** The Grantee(s) shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof (which do not diminish the rights of the Grantee(s)). Pursuant to the Urban Renewal Plan, the general land use category applicable to said property is residential.

**SECOND:** The Grantee(s) shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due and shall not place thereon any encumbrance or lien on the property other than liens securing the construction and permanent financing of the improvements to be construed on the property pursuant to the construction plans approved by the Grantor in accordance with Section 6 of the Redevelopment Agreement and for additional funds, if any, in an amount not to exceed the consideration herein specified (the “Approved Financing”), and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee(s) pursuant to the Redevelopment Agreement have been completed.

**THIRD:** The Grantee(s) shall commence promptly the construction of the aforesaid

improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than July 1, 2022, and shall be completed no later than August 1, 2025.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee(s) have been completed, the Grantee(s) shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee under a mortgage permitted by this Deed.

**FIFTH:** The Grantee(s) agree for themselves and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

**SIXTH:** The Grantee(s) agree for themselves and any successor in interest not to use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2040. The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee(s) from their obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH and SIXTH shall remain in effect without any limitation as to time.

In the case of the breach or violation of any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed in accordance with the Redevelopment Agreement, and in case such breach or such violation shall not be cured, ended or remedied within sixty (60) days after written demand by the Grantor so to do with respect to covenant numbered FOURTH and three (3) months after written demand by the Grantor so to do with respect to covenants numbered SECOND and THIRD (provided, that a breach or violation with respect to the portion of covenant numbered THIRD, dealing with completion of the improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor to do so or any further extension thereof that may be granted by the Grantor in its sole discretion), then all estate, conveyed under this Deed, shall cease and determine, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said property; provided, that any such revesting of title to the Grantor:

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or



limit in any way:

- (a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and
- (b) any rights or interests provided in the Redevelopment Agreement for the protection of the holders of any such mortgage; and
- (c) the rights and remedies of the holders of the mortgages executed and delivered by Grantee(s) pursuant to the Approved Financing.

2. In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall, pursuant to its responsibilities under applicable law, use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Redevelopment Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above-described property or any part thereof in the Redevelopment Plan. Upon such resale of the property, or any part thereof, the proceeds thereof shall first be applied to payment in full of the indebtedness secured by mortgages created pursuant to the Approved Financing with the balance to be applied as follows:

**FIRST:** To reimburse the Grantor, on its own behalf or on behalf of the City of Oklahoma City for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof at the time of reversion of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee(s), their successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee(s) and their successors or transferees; and

**SECOND:** To reimburse the Grantee(s), their successors or transferees up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursement shall be retained by the Grantor.

The Grantor shall each be deemed a beneficiary of covenants numbered FIRST through SIXTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST,

FIFTH and SIXTH; and the United States shall be deemed a beneficiary of the covenants numbered FIFTH and SIXTH; and such covenants shall run in favor of the Grantor, the City of Oklahoma City and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor, the City of Oklahoma City or the United States is or remains an owner of any land or interest therein to which such covenants relate. As such beneficiary, the Grantor, in the event of any breach of any such covenant, the City of Oklahoma City, in the event of breach of covenants numbered FIRST, FIFTH and SIXTH, and the United States, in the event of any breach of the covenants numbered FIFTH and SIXTH, shall each have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the Grantee(s) with an appropriate instrument so certifying in accordance with the terms of the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants of the Redevelopment Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed, except that termination of covenant numbered SECOND shall in no way be construed to release the Grantee(s) from their obligation to pay real estate taxes or assessments.

The Certificate of Completion provided for in the paragraph above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantee(s) provide the Grantee(s) with a written statement, indicating in what respects the Grantee(s) have failed to duly complete said improvements in accordance with the Redevelopment Agreement and what measures or acts will be necessary for the Grantee(s) to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee(s) similarly certify with reference to her execution and delivery of this Special Warranty Deed.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this instrument effective as of the date first above written.

*[SIGNATURE PAGES TO FOLLOW]*





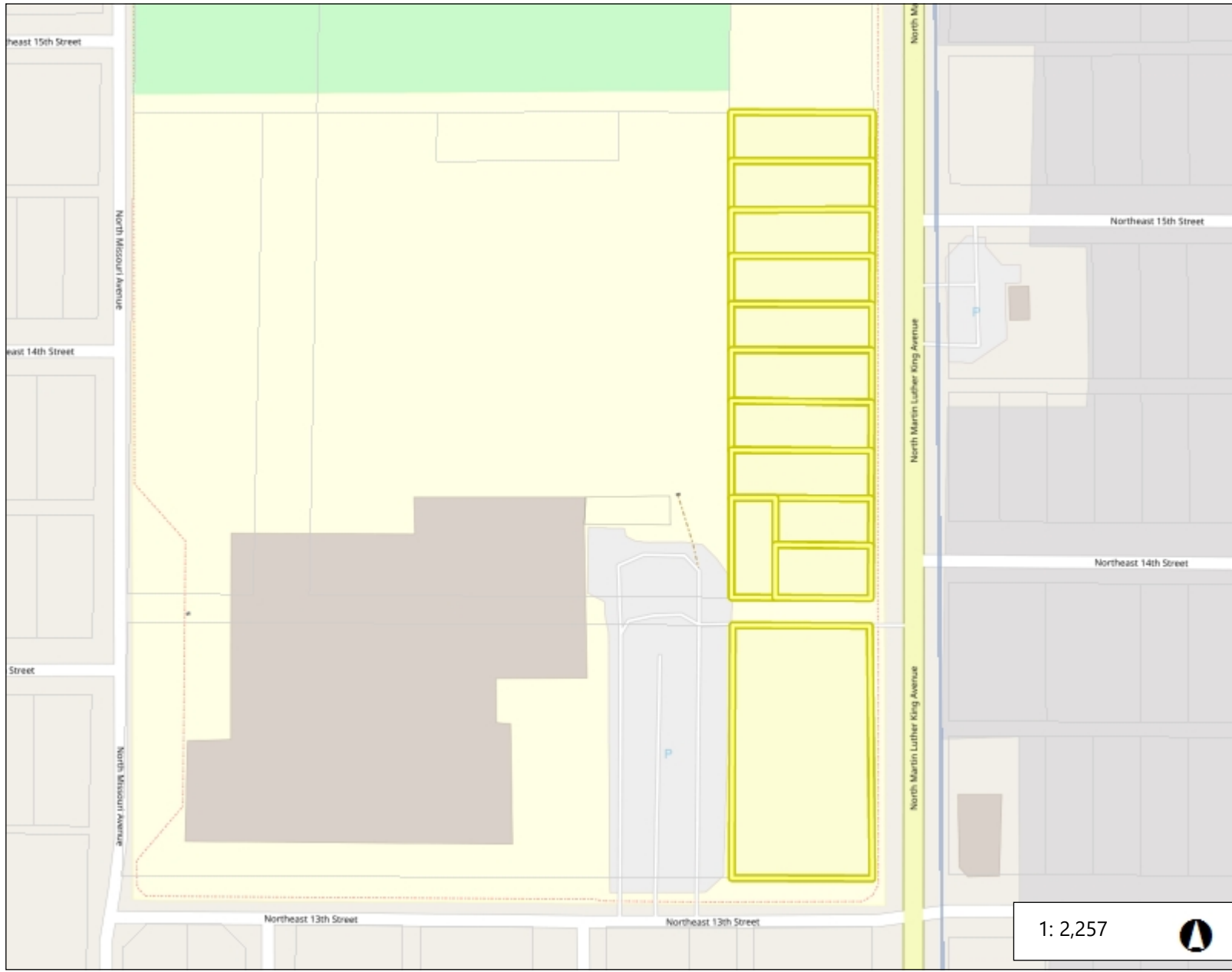
**EXHIBIT A  
LEGAL DESCRIPTION**

Tract 1:




A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-Six (26), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being all of Lots One (1) through Ten (10), inclusive, in Block One (1), as shown on the recorded plat GIVENS EASTERN ADDITION.

Tract 2:

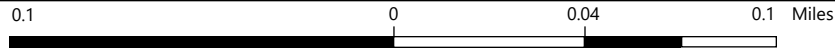
A part of the Southeast Quarter (SE/4) of Section Twenty-six (26), Township Twelve (12) North, Range Three (3) West of the Indian Meridian in Oklahoma County, Oklahoma, which is more particularly described as follows:  
Beginning at a point in the East line of said SE/4 and 87 and 1/9 rods North of the Southeast corner thereof; THENCE North a distance of 264 feet; THENCE West a distance of 183 feet; THENCE South a distance of 264 feet; THENCE East a distance of 183 feet to the point of beginning.



Legend

-  Sections (>1:40,000)
-  Parcels
-  OK County Boundary

1: 2,257 



Notes

Enter Map Description

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the Month Ending December 31, 2020

	<u>Closeout</u>				<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	<u>Total</u>	<u>2020-21</u>
	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>		
<b>Assets</b>										
Cash	911,084	128,773	759,398	-	-	311,783	181,252	661,428	2,953,719	
Investments	739,000	-	-	-	-	245,000	-	-	984,000	
Accounts Receivable	-	15,320	-	-	-	-	-	129,946	145,266	
Due from Other Governmental Entities	179,953	81,009	-	-	-	401,295	-	-	662,257	
Due from (to) Other Funds	925,477	(224,923)	(86,803)	(21,331)	(592,420)	-	-	-	-	
<b>Total Assets</b>	<b>2,755,513</b>	<b>180</b>	<b>672,595</b>	<b>(21,331)</b>	<b>(592,420)</b>	<b>958,078</b>	<b>181,252</b>	<b>791,374</b>	<b>4,745,241</b>	
<b>Liabilities and Fund Balances</b>										
Accounts Payable	-	180	-	-	-	-	-	-	180	
Deposits	900	-	25,000	-	-	-	-	-	25,900	
<b>Total Liabilities</b>	<b>900</b>	<b>180</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,080</b>	
<b>Total Fund Balances</b>	<b>2,754,613</b>	<b>-</b>	<b>647,595</b>	<b>(21,331)</b>	<b>(592,420)</b>	<b>958,078</b>	<b>181,252</b>	<b>791,374</b>	<b>4,719,161</b>	
<b>Total Liabilities and Fund Balances</b>	<b>2,755,513</b>	<b>180</b>	<b>672,595</b>	<b>(21,331)</b>	<b>(592,420)</b>	<b>958,078</b>	<b>181,252</b>	<b>791,374</b>	<b>4,745,241</b>	
<b>Revenues</b>										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	1,400,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	1,350	-	-	8,043	933	-	-	314,602	324,929	655,000
Real Estate Sales	1,729,651	-	6	-	-	-	-	-	1,729,658	4,950,000
Interest	12,108	-	32	-	-	4,229	27	-	16,395	40,000
Other	2,777	-	-	-	-	-	-	-	2,777	-
<b>Total Revenues</b>	<b>1,745,886</b>	<b>-</b>	<b>38</b>	<b>8,043</b>	<b>933</b>	<b>4,229</b>	<b>27</b>	<b>314,602</b>	<b>2,073,759</b>	<b>7,045,000</b>
<b>Expenditures</b>										
General and Administrative	314,902	-	52,136	7,581	35,927	4,198	-	75,657	490,401	1,000,000
Real Estate Acquisition	28,632	-	615	-	-	423,712	-	-	452,959	150,000
Real Estate Disposition	386,200	-	-	-	3,200	18,945	-	-	408,345	300,000
Site Clearance/Improvements	-	-	-	-	425,959	-	-	-	425,959	400,000
Legal	41,395	-	12,333	12,847	9,623	-	-	1,675	77,872	300,000
Other Professional	9,768	-	1,651	-	-	12,500	4,397	-	28,316	200,000
Property Management	143,395	-	5,421	-	60,601	-	-	88,885	298,301	450,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	300,000
Other	115,803	-	-	8,947	58,043	-	-	10,479	193,273	60,000
<b>Total Expenditures</b>	<b>1,040,096</b>	<b>-</b>	<b>72,155</b>	<b>29,374</b>	<b>593,353</b>	<b>459,355</b>	<b>4,397</b>	<b>176,696</b>	<b>2,375,426</b>	<b>3,160,000</b>
<b>Changes in Fund Balance</b>	<b>705,791</b>	<b>-</b>	<b>(72,117)</b>	<b>(21,331)</b>	<b>(592,420)</b>	<b>(455,126)</b>	<b>(4,370)</b>	<b>137,906</b>	<b>(301,667)</b>	<b>3,885,000</b>
Fund Balance, Beginning of Year	2,048,823	-	719,712	-	-	1,413,204	185,622	653,468	5,020,829	
Fund Balance, Current	2,754,613	-	647,595	(21,331)	(592,420)	958,078	181,252	791,374	4,719,161	

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the One Month Ending December 31, 2020

	<u>Closeout</u>				<u>Harrison-</u>			<u>Bass Pro</u>	
	<u>Project</u>	<u>Revolving</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>
<b>Assets</b>									
Cash	911,084	128,773	759,398	-	-	311,783	181,252	661,428	2,953,719
Investments	739,000	-	-	-	-	245,000	-	-	984,000
Accounts Receivable	-	15,320	-	-	-	-	-	129,946	145,266
Due from Other Governmental Entities	179,953	81,009	-	-	-	401,295	-	-	662,257
Due from (to) Other Funds	925,477	(224,923)	(86,803)	(21,331)	(592,420)	-	-	-	-
<b>Total Assets</b>	<b>2,755,513</b>	<b>180</b>	<b>672,595</b>	<b>(21,331)</b>	<b>(592,420)</b>	<b>958,078</b>	<b>181,252</b>	<b>791,374</b>	<b>4,745,242</b>
<b>Liabilities and Fund Balances</b>									
Accounts Payable	-	180	-	-	-	-	-	-	180
Deposits	900	-	25,000	-	-	-	-	-	25,900
<b>Total Liabilities</b>	<b>900</b>	<b>180</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,080</b>
<b>Total Fund Balances</b>	<b>2,754,613</b>	<b>-</b>	<b>647,595</b>	<b>(21,331)</b>	<b>(592,420)</b>	<b>958,078</b>	<b>181,252</b>	<b>791,374</b>	<b>4,719,161</b>
<b>Total Liabilities and Fund Balances</b>	<b>2,755,513</b>	<b>180</b>	<b>672,595</b>	<b>(21,331)</b>	<b>(592,420)</b>	<b>958,078</b>	<b>181,252</b>	<b>791,374</b>	<b>4,745,241</b>
<b>Revenues</b>									
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	-	-	-	833	-	-	-	52,434	53,267
Real Estate Sales	225,855	-	-	-	-	-	-	-	225,855
Interest	-	-	6	-	-	-	3	-	10
Other	1,800	-	-	-	-	-	-	-	1,800
<b>Total Revenues</b>	<b>227,655</b>	<b>-</b>	<b>6</b>	<b>833</b>	<b>-</b>	<b>-</b>	<b>3</b>	<b>52,434</b>	<b>280,932</b>
<b>Expenditures</b>									
General and Administrative	60,420	-	4,296	1,853	5,188	77	-	-	71,834
Real Estate Acquisition	22,677	-	-	-	-	423,712	-	-	446,389
Real Estate Disposition	51,972	-	-	-	-	18,945	-	-	70,918
Site Clearance/Improvements	-	-	-	-	425,959	-	-	-	425,959
Legal	6,483	-	1,013	3,478	5,015	-	-	-	15,988
Other Professional	8,688	-	824	-	-	-	4,397	-	13,909
Property Management	11,450	-	-	-	11,411	-	-	10,802	33,663
Payments to the City of OKC	-	-	-	-	-	-	-	-	-
Other	7,530	-	-	-	3,333	-	-	-	10,863
<b>Total Expenditures</b>	<b>169,221</b>	<b>-</b>	<b>6,133</b>	<b>5,330</b>	<b>450,906</b>	<b>442,734</b>	<b>4,397</b>	<b>10,802</b>	<b>1,089,522</b>
<b>Changes in Fund Balance</b>	<b>58,434</b>	<b>-</b>	<b>(6,126)</b>	<b>(4,497)</b>	<b>(450,906)</b>	<b>(442,734)</b>	<b>(4,393)</b>	<b>41,632</b>	<b>(808,590)</b>
Fund Balance, Beginning of Period	2,696,179	-	653,721	(16,834)	(141,514)	1,400,811	185,645	749,743	5,527,752
Fund Balance, Current	2,754,613	-	647,595	(21,331)	(592,420)	958,078	181,252	791,374	4,719,161



Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the One Month Ending November 30, 2020

	<u>Closeout</u>				<u>Harrison-</u>			<u>Bass Pro</u>	
	<u>Project</u>	<u>Revolving</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>
<b>Assets</b>									
Cash	1,547,786	78,606	761,263	-	-	754,516	185,645	749,743	4,077,559
Investments	739,000	-	-	-	-	245,000	-	-	984,000
Accounts Receivable	-	19,523	-	-	-	-	-	-	19,523
Due from Other Governmental Entities	-	71,375	-	-	-	401,295	-	-	472,670
Due from (to) Other Funds	410,293	(169,403)	(82,542)	(16,834)	(141,514)	-	-	-	-
<b>Total Assets</b>	<b>2,697,079</b>	<b>100</b>	<b>678,721</b>	<b>(16,834)</b>	<b>(141,514)</b>	<b>1,400,811</b>	<b>185,645</b>	<b>749,743</b>	<b>5,553,752</b>
<b>Liabilities and Fund Balances</b>									
Accounts Payable	-	100	-	-	-	-	-	-	100
Deposits	900	-	25,000	-	-	-	-	-	25,900
<b>Total Liabilities</b>	<b>900</b>	<b>100</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,000</b>
<b>Total Fund Balances</b>	<b>2,696,179</b>	<b>-</b>	<b>653,721</b>	<b>(16,834)</b>	<b>(141,514)</b>	<b>1,400,811</b>	<b>185,645</b>	<b>749,743</b>	<b>5,527,752</b>
<b>Total Liabilities and Fund Balances</b>	<b>2,697,079</b>	<b>100</b>	<b>678,721</b>	<b>(16,834)</b>	<b>(141,514)</b>	<b>1,400,811</b>	<b>185,645</b>	<b>749,743</b>	<b>5,553,752</b>
<b>Revenues</b>									
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	450	-	-	-	833	-	-	52,434	53,717
Real Estate Sales	1,066,010	-	-	-	-	-	-	-	1,066,010
Interest	2,802	-	6	-	-	-	3	-	2,811
Other	100	-	-	-	-	-	-	-	100
<b>Total Revenues</b>	<b>1,069,361</b>	<b>-</b>	<b>6</b>	<b>-</b>	<b>833</b>	<b>-</b>	<b>3</b>	<b>52,434</b>	<b>1,122,638</b>
<b>Expenditures</b>									
General and Administrative	50,566	-	2,548	754	4,146	1,015	-	-	59,030
Real Estate Acquisition	-	-	-	-	-	-	-	-	-
Real Estate Disposition	34,802	-	-	-	-	-	-	-	34,802
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	16,494	-	1,815	8,719	1,280	-	-	-	28,308
Other Professional	-	-	-	-	-	-	-	-	-
Property Management	26,957	-	-	-	757	-	-	12,480	40,195
Payments to the City of OKC	-	-	-	-	-	-	-	-	-
Other	30,250	-	-	-	-	-	-	-	30,250
<b>Total Expenditures</b>	<b>159,070</b>	<b>-</b>	<b>4,363</b>	<b>9,473</b>	<b>6,183</b>	<b>1,015</b>	<b>-</b>	<b>12,480</b>	<b>192,585</b>
<b>Changes in Fund Balance</b>	<b>910,291</b>	<b>-</b>	<b>(4,357)</b>	<b>(9,473)</b>	<b>(5,350)</b>	<b>(1,015)</b>	<b>3</b>	<b>39,953</b>	<b>930,053</b>
Fund Balance, Beginning of Period	1,785,888	-	658,078	(7,361)	(136,164)	1,401,827	185,642	709,789	4,597,699
Fund Balance, Current	2,696,179	-	653,721	(16,834)	(141,514)	1,400,811	185,645	749,743	5,527,752

Oklahoma City Urban Renewal Authority  
Schedule of Investments  
December 31, 2020

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Morgan Stanley Bank NA CD	2.45%	01/25/21	01/25/18	247,000
American Express Bank FSB CD	2.25%	05/24/21	05/24/17	247,000
BMW Bank North America CD	3.00%	07/13/21	07/13/18	245,000
Ally Bank CD	1.70%	01/31/22	01/30/20	245,000
<b>Total Investments</b>	<b>2.35%</b>			<b>984,000</b>

Oklahoma City Urban Renewal Authority  
Schedule of Investments  
December 31, 2020

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Morgan Stanley Bank NA CD	2.45%	01/25/21	01/25/18	247,000
American Express Bank FSB CD	2.25%	05/24/21	05/24/17	247,000
BMW Bank North America CD	3.00%	07/13/21	07/13/18	245,000
Ally Bank CD	1.70%	01/31/22	01/30/20	245,000
<u>Total Investments</u>	<u>2.35%</u>			<u>984,000</u>