

**AMENDED**

AGENDA  
SPECIAL MEETING OF  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
MONDAY, FEBRUARY 3, 2020  
CONFERENCE ROOM  
431 WEST MAIN, SUITE B  
1:00 P.M.

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, September 18, 2019
5. Resolution No. \_\_\_\_\_ Receiving and Accepting an Audit of Accounts by HSPG & Associates, PC, for Fiscal Year Ending June 30, 2019

**CENTRAL BUSINESS DISTRICT**

6. Resolution No. \_\_\_\_\_ Approving a Contract for Sale of Land and Redevelopment with 700 West 4<sup>th</sup>, LLC for the Development of Property Located at the Southeast Corner of NW 4th Street and Shartel Avenue, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)
7. Resolution No. \_\_\_\_\_ Approving Lease Agreement by and between Oklahoma City Urban Renewal Authority and the Young Men's Christian Association of Greater Oklahoma City

**HARRISON/WALNUT**

8. Resolution No. \_\_\_\_\_ Conditionally Designating a Redeveloper for Redevelopment of Certain Property Located Near the Intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue, Harrison-Walnut Urban Renewal Plan

**JFK PROJECT AREA**

9. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with Jefferson Park Neighbors Association for two Residences near the Intersection of North Kelham Avenue and Northeast Euclid Street, John F. Kennedy Urban Renewal Plan
10. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with CG Properties LLC for two Residences near the Intersection of North Kelham Avenue and Northeast 12<sup>th</sup> Street, John F. Kennedy Urban Renewal Plan

**NORTHEAST RENAISSANCE**

11. Resolution No. \_\_\_\_\_ Authorizing the Solicitation of Bids for Removal of Storage Tanks and Ancillary Environmental Remediation at 2445 and 2523 North Martin Luther King, Jr. Boulevard; Authorizing the Executive Director to Approve Grant Applications and Other Documents Associated with such Storage Tank Removal and Environmental Cleanup; Northeast Renaissance Urban Renewal Plan

**EXECUTIVE SESSION**

12. (A) Vote to enter into executive session pursuant to 25 O.S. §307(B)(4) and 307(B)(3) for the purpose of:
  - (i) Engaging in confidential communications between the Board of Commissioners and its attorneys concerning a pending investigation, claim, or action involving the Contract for Sale of Land and Redevelopment, as amended, with The Hill at Bricktown, L.L.C., and where on advice of its attorneys, the Board of Commissioners has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and
- (B) Vote to return from executive session and reconvene in open session.
- (C) Action, if any, on items considered in executive session.

**HARRISON/WALNUT**

13. Resolution No. \_\_\_\_\_ Approving an Amended and Restated Contract for Sale of Land and Redevelopment with The Hill at Bricktown, L.L.C. for the Development of Property located at the Southeast Corner of N.E. 2<sup>nd</sup> Street and Russell M. Perry Avenue, Harrison-Walnut Urban Renewal Plan

**GENERAL MATTERS**

14. Presentation of Interim Financial Report for the Period Ending November 30, 2019
15. Staff Report
16. Citizens to be heard
17. Adjournment

POSTED at the offices of the City Clerk, Oklahoma City Urban Renewal Authority and at 431 West Main, Suite B by 1:00 a.m. on Friday, January 31, 2020 by Pam Lunnon, Executive Assistant

MINUTES OF REGULAR MEETING  
OF THE  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, November 20 2019 at 10:43 a.m. in the conference room located at 431 West Main, Suite B; Oklahoma City, Oklahoma 73102.

The Chairman called the meeting to order and stated that the meeting was being held in compliance with the Oklahoma Open Meeting Law. Upon roll call the following members were present:

Mr. J. Larry Nichols  
Ms. Mary Mélon  
Mr. James R. Tolbert  
Mr. Mark Beffort  
Mr. Russell Perry

Commissioners Absent:

None

Staff Members Present:

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

Others Present:

Randy Hogan, Hogan Properties  
Bruce Bockus, BPA  
Clay Harstad, BPA  
Kimberly Simms, Individual  
Amanda Clair, Two Structures  
Robin Meyer, Individual  
Cathy Menefee, Individual  
Janice Francis-Smith, The Journal Record

**OCURA Board of Commissioners, Wednesday, November 20, 2019**

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, September 18, 2019.

Commissioner Mélon moved the adoption of the minutes, and upon second by Commissioner Beffort, the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Minutes Approved

*The Chairman introduced the following resolutions:*

**JFK PROJECT AREA**

***Resolution No. 5899 entitled:***

***“Approving a Redevelopment Agreement with Two Structures, LLC for a Single-Family Residence on the South 12 Feet of Lot 31 & all of Lot 32, Block 20, John F. Kennedy Addition, John F. Kennedy Urban Renewal Plan”***

Commissioner Tolbert moved the adoption of the resolution, and upon second by Commissioner Mélon the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

***Resolution No. 5900 entitled:***

***“Approving a Redevelopment Agreement with Kimberly A. Simms for a Single-Family Residence on Lots 25 and 26, Block 2, in Subdivision of Part of Lot 1 and all Lot 2, Block 2, Jordan Place Addition, John F. Kennedy Urban Renewal Plan”***

**OCURA Board of Commissioners, Wednesday, November 20, 2019**

Commissioner Beffort moved the adoption of the resolution, and upon second by Commissioner Mélon the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

***Resolution No. 5901 entitled:***

***“Approving a Redevelopment Agreement with Cathy Menefee for a Single-Family Residence on the East 1/2 of Lot 41 & all of Lot 42, Block 15, Oak Park Amended Addition, John F. Kennedy Urban Renewal Plan”***

Commissioner Tolbert moved the adoption of the resolution, and upon second by Commissioner Beffort the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

**CENTRAL BUSINESS DISTRICT**

***Resolution No. 5902 entitled:***

***“Conditionally Designating a Redeveloper for Property Bordered by the Chesapeake Arena, Oklahoma City Boulevard, Robinson Avenue, and Shields Boulevard, Central Business District Urban Renewal Plan”***

Randy Hogan and Bruce Bockus gave presentation.

Commissioner Beffort moved the adoption of the resolution, and upon second by Commissioner Mélon the vote was as follows:

Mr. J. Larry Nichols	Aye
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**OCURA Board of Commissioners, Wednesday, November 20, 2019**

Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

## **HARRISON/WALNUT**

### ***Resolution No. 5903 entitled:***

***“Authorizing an Invitation for Proposals for Redevelopment of Real Property Located At 300 N.E. 3<sup>rd</sup> Street And Commonly Known As Luster Mansion, Harrison-Walnut Urban Renewal Plan, As Amended”***

Commissioner Beffort moved the adoption of the resolution, and upon second by Commissioner Mélon the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Resolution Adopted

## **GENERAL MATTERS**

### ***Resolution No. 5904 entitled:***

***“Authorizing Annual Cost of Living Adjustments to the Oklahoma City Urban Renewal Authority Classification-Compensation Plan”***

Commissioner Beffort moved the adoption of the resolution, and upon second by Commissioner Mélon the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye

**OCURA Board of Commissioners, Wednesday, November 20, 2019**

Mr. Mark Beffort                      Aye

Resolution Adopted

***Financial Report***

Geri Harlan presented the financial reports through September 30, 2019

Commissioner Tolbert moved to receive the financials, and upon second by Commissioner Beffort, the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

Financials Received

***Staff Report***

***Citizens to be heard***

**EXECUTIVE SESSION**

- (A)            Vote to enter into executive session pursuant to 25 O.S. §307(B)(4) and 307(B)(3) for the purpose of:

Commissioner Beffort moved to enter into executive session, and upon second by Commissioner Tolbert, the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

- (i)            Engaging in confidential communications between the Board of Commissioners and its attorneys concerning a pending investigation, claim, or action involving the Contract for Sale of Land and Redevelopment, as amended, with The Hill at Bricktown, L.L.C., and where on advice of its attorneys, the Board of Commissioners has determined that disclosure will

**OCURA Board of Commissioners, Wednesday, November 20, 2019**

seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and

- (ii) Discussing the purchase or appraisal of real property in the Harrison-Walnut Urban Renewal Project Area.

(B) Vote to return from executive session and reconvene in open session.

Commissioner Beffort moved to enter into executive session, and upon second by Commissioner Mélon, the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Mary Mélon	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Mark Beffort	Aye

(C) Action, if any, on items considered in executive session.

None.

There being no further business to come before the Board, the meeting was adjourned at 12:02 p.m.

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Secretary

**OCURA Board of Commissioners, Wednesday, November 20, 2019**



**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: February 3, 2020  
Ref: Receiving and Accepting an Audit of Accounts by HSPG & Associates, PC, for Fiscal Year Ending June 30, 2019

**Background:** HSPG & Associates, PC, has completed its audit of the financial activities of OCURA for the fiscal year ending June 30, 2019. HSPG & Associates, PC, presented the audit to OCURA's audit committee on February 3, 2020. The Executive Director, as well as the Chief Financial Officer of the Alliance have reviewed the audit and recommend approval.

**Summary of Agenda Item:** The resolution for consideration receives and accepts the audit by HSPG & Associates, PC, for the fiscal year ending June 30, 2019.

**Recommendation:** Approval of Resolution.

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

**RESOLUTION RECEIVING AND ACCEPTING AN AUDIT OF ACCOUNTS BY HSPG & ASSOCIATES, PC, FOR FISCAL YEAR ENDING JUNE 30, 2019**

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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

**WHEREAS**, pursuant to the Oklahoma Urban Redevelopment Law, the powers of the Authority are vested in and shall be exercised by the Board of Commissioners; and

**WHEREAS**, in June 2019, the Authority accepted a proposal from HSPG & Associates, PC, to audit the financial activities of the Authority; and

**WHEREAS**, HSPG & Associates, PC, has submitted an audit of accounts to the Authority for the fiscal year ending June 30, 2019 (“FYE 2019 Audit”); and

**WHEREAS**, the Authority’s Audit Committee has met to review the FYE 2019 Audit submitted by HSPG & Associates, PC, and recommends acceptance by the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate and desirable to accept the FYE 2019 Audit submitted by HSPG & Associates, PC.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Oklahoma City Urban Renewal Authority that the audit of accounts submitted by HSPG & Associates, PC, for the fiscal year ending June 30, 2019, is hereby accepted.

I, \_\_\_\_\_, Secretary of the Board of Commissioners for 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 at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **3<sup>rd</sup>** day of **February, 2020**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting 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.

\_\_\_\_\_  
SECRETARY

(SEAL)



December 20, 2019

To the Board of Commissioners  
Oklahoma City Urban Renewal Authority  
Oklahoma City, Oklahoma

We have audited the financial statements – modified cash basis of the governmental activities and each major fund of Oklahoma City Urban Renewal Authority (the “Authority”) as of and for the year ended June 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 14, 2019. Professional standards also require that we communicate to you the following information related to our audit.

### Significant Audit Matters

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Authority are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2019. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

***Basis of Accounting and Presentation*** – The Authority's financial statements are reported on a modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (GAAP). The modified cash basis of accounting is based on the recording of cash and changes therein and only recognizes revenues, expenses, assets and liabilities resulting from cash transactions adjusted for modifications that have substantial support in GAAP. These modifications include adjustments for the following balances arising from cash transactions:

- Cash-based interfund receivables and payables
- Other cash-based receivables and payables
- Investment securities recorded at market value

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We have evaluated the key factors and assumptions used to develop the Authority’s estimates in determining that such estimates are reasonable in relation to financial statements as a whole.

The financial statement disclosures are neutral, consistent, and clear.

HSPG & ASSOCIATES, PC

### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated December 20, 2019.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### Other Matters

We were engaged to report on the General Fund Combining Balance Sheet and the Combining Statement of Revenues, Expenditures and Changes in Fund Balances, which accompany the financial statements. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the modified cash basis of accounting, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

### Restriction on Use

This information is intended solely for the information and use of the Board of Commissioners and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*HSPG & Associates, P.C.*

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**FINANCIAL STATEMENTS**  
**(Modified Cash Basis)**

**JUNE 30, 2019**

**TOGETHER WITH**  
**INDEPENDENT AUDITOR'S REPORT**



# OKLAHOMA CITY URBAN RENEWAL AUTHORITY

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June 30, 2019

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## **INDEPENDENT AUDITOR’S REPORT**

To the Board of Commissioners  
Oklahoma City Urban Renewal Authority  
Oklahoma City, Oklahoma

### **Report on the Financial Statements**

We have audited the accompanying financial statements – modified cash basis of the governmental activities and each major fund of Oklahoma City Urban Renewal Authority (the “Authority”) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority’s basic financial statements, as listed in the table of contents.

### **Management’s Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor’s Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Authority’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position – modified cash basis of the governmental activities and each major fund of the Oklahoma City Urban Renewal Authority as of June 30, 2019, and the respective changes in financial position – modified cash basis thereof for the year then ended in accordance with the basis of accounting described in Note 1.

HSPG & ASSOCIATES, PC

## **Emphasis of Matter**

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The basic financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

## **Other Matters**

### ***Required Supplementary Information***

Management has omitted the management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. Our opinion on the basic financial statements is not affected by this missing information.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The supplementary information consisting of combining general fund financial statements - modified cash basis, as listed in the table of contents, are presented for the purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2019, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

*HSPG & Associates, P.C.*

December 20, 2019



**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**STATEMENT OF NET POSITION - MODIFIED CASH BASIS**  
**AS OF JUNE 30, 2019**

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**ASSETS**

Cash and cash equivalents	\$ 2,932,844
Investments	2,455,642
Due from other governmental entities	<u>766,261</u>

TOTAL ASSETS \$ 6,154,747

**LIABILITIES**

LIABILITIES

Deposits	<u>\$ 25,900</u>
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TOTAL LIABILITIES 25,900

**NET POSITION**

Restricted - economic development	3,910,474
Restricted - City of Oklahoma City	540,335
Unrestricted	<u>1,678,038</u>

TOTAL NET POSITION 6,128,847

TOTAL LIABILITIES AND NET POSITION \$ 6,154,747

The accompanying notes are an integral part of these financial statements.

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**STATEMENT OF ACTIVITIES - MODIFIED CASH BASIS**  
**FOR THE YEAR ENDED JUNE 30, 2019**

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	<b>Expenses</b>	<b>Revenues</b>		<b>Net</b>
		<b>Charges for</b>	<b>Operating</b>	<b>Revenues</b>
		<b>Services</b>	<b>Grants and</b>	<b>(Expenses)</b>
			<b>Contributions</b>	
<b>GOVERNMENTAL ACTIVITIES</b>				
Economic development	\$ 3,913,746	\$ 651,833	\$ 669,848	\$ (2,592,065)
Expenditures to the City	<u>725,972</u>	<u>-</u>	<u>-</u>	<u>(725,972)</u>
Total governmental activities	<u>4,639,718</u>	<u>651,833</u>	<u>669,848</u>	<u>(3,318,037)</u>
<b>GENERAL REVENUES</b>				
Investment income				68,744
Real estate sales				1,388,313
Other				<u>4,242</u>
Total general revenues				<u>1,461,299</u>
<b>CHANGE IN NET POSITION</b>				(1,856,738)
<b>NET POSITION, BEGINNING OF YEAR</b>				<u>7,985,585</u>
<b>NET POSITION, END OF YEAR</b>				<u><u>\$ 6,128,847</u></u>

The accompanying notes are an integral part of these financial statements.

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**BALANCE SHEET - GOVERNMENTAL FUNDS - MODIFIED CASH BASIS**  
**AS OF JUNE 30, 2019**

	<u>General Fund</u>	<u>Oklahoma City Redevelopment Corporation</u>	<u>Bass Pro Shop Fund</u>	<u>Total</u>
<b>ASSETS</b>				
Cash and cash equivalents	\$ 2,189,277	\$ 203,232	\$ 540,335	\$ 2,932,844
Investments	2,455,642	-	-	2,455,642
Due from other governmental entities	766,261	-	-	766,261
 Total assets	 <u>\$ 5,411,180</u>	 <u>\$ 203,232</u>	 <u>\$ 540,335</u>	 <u>\$ 6,154,747</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities				
Deposits	\$ 25,900	\$ -	\$ -	\$ 25,900
 Total liabilities	 <u>25,900</u>	 <u>-</u>	 <u>-</u>	 <u>25,900</u>
Fund Balances				
Restricted - economic development	3,847,779	62,695	-	3,910,474
Restricted - City of Oklahoma City	-	-	540,335	540,335
Committed	-	140,537	-	140,537
Unassigned	1,537,501	-	-	1,537,501
 Total fund balances	 <u>5,385,280</u>	 <u>203,232</u>	 <u>540,335</u>	 <u>6,128,847</u>
 Total liabilities and fund balances	 <u>\$ 5,411,180</u>	 <u>\$ 203,232</u>	 <u>\$ 540,335</u>	 <u>\$ 6,154,747</u>

The accompanying notes are an integral part of these financial statements.

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS - MODIFIED CASH BASIS**  
**FOR THE YEAR ENDED JUNE 30, 2019**

	<u>General Fund</u>	<u>Oklahoma City Redevelopment Corporation</u>	<u>Bass Pro Shop Fund</u>	<u>Total</u>
<b>REVENUES</b>				
Federal grant revenues	\$ 567,813	\$ -	\$ -	\$ 567,813
Private grant revenues	-	100,000	-	100,000
Rentals	22,628	-	629,205	651,833
Real estate sales	1,388,313	-	-	1,388,313
Interest	67,887	857	-	68,744
Core to shore MAPS 3 project (City of Oklahoma City)	2,035	-	-	2,035
Other	4,242	-	-	4,242
Total revenues	<u>2,052,918</u>	<u>100,857</u>	<u>629,205</u>	<u>2,782,980</u>
<b>EXPENDITURES</b>				
General and administrative	671,929	-	63,336	735,265
Real estate acquisition	1,196,779	-	-	1,196,779
Property disposition	406,005	-	-	406,005
Site improvement	414,653	-	41,101	455,754
Legal and professional	554,019	37,305	-	591,324
Property management	339,798	-	147,822	487,620
Business improvements	27,222	-	12,203	39,425
Expenditures to the City	504,848	-	221,124	725,972
Other	1,574	-	-	1,574
Total expenditures	<u>4,116,827</u>	<u>37,305</u>	<u>485,586</u>	<u>4,639,718</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES AND NET CHANGE IN FUND BALANCES</b>	<b>(2,063,909)</b>	<b>63,552</b>	<b>143,619</b>	<b>(1,856,738)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in (out)	-	-	-	-
<b>NET CHANGES IN FUND BALANCES</b>	<b>(2,063,909)</b>	<b>63,552</b>	<b>143,619</b>	<b>(1,856,738)</b>
<b>FUND BALANCES, BEGINNING OF YEAR</b>	<b>7,449,189</b>	<b>139,680</b>	<b>396,716</b>	<b>7,985,585</b>
<b>FUND BALANCES, END OF YEAR</b>	<b><u>\$ 5,385,280</u></b>	<b><u>\$ 203,232</u></b>	<b><u>\$ 540,335</u></b>	<b><u>\$ 6,128,847</u></b>

The accompanying notes are an integral part of these financial statements.

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED JUNE 30, 2019**

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**1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES**

***Nature of Organization*** – The Oklahoma City Urban Renewal Authority (the Authority) was established by state-enabling legislation in 1959 and the appointment of the Authority's Board of Commissioners by the City Council of the City of Oklahoma City in November 1961. The Authority's purpose is to eliminate blight and redevelop blighted areas. Activities are primarily funded by Community Development Block Grants (CDBG) from the U.S. Department of Housing and Urban Development (HUD) awarded to the City of Oklahoma City (the City) and passed through to the Authority as well as funds from other governmental and private organizations.

***Reporting Entity*** – The Authority itself is not a component unit of the City. The City considers the Authority as a related organization in its annual financial report.

The Authority has one component unit, Oklahoma City Redevelopment Corporation (the Corporation), which is a 501(c)(3) tax-exempt nonprofit Oklahoma corporation governed by a board of trustees. Most, if not all, trustees of the Corporation are also commissioners of the Authority. The operations of the Corporation are blended with the financial data of the Authority. It is represented as a special revenue fund on the accompanying financial statements because the sole purpose of the Corporation is to support the redevelopment activities of the Authority, and the governance of the Corporation and the Authority are, in essence, the same.

***Basis of Accounting and Presentation*** – The Authority's financial statements are reported on a modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (GAAP). The modified cash basis of accounting is based on the recording of cash and changes therein and only recognizes revenues, expenses, assets and liabilities resulting from cash transactions adjusted for modifications that have substantial support in GAAP. These modifications include adjustments for the following balances arising from cash transactions:

- Cash-based interfund receivables and payables
- Other cash-based receivables and payables
- Investment securities recorded at market value

As a result of the use of the modified cash basis of accounting, certain assets and their related revenues (such as accounts receivable and accrued revenues and receivables) and certain liabilities and their related expenses (such as accounts payable, expenses for goods or services received but not yet paid and accrued expenses and liabilities) are not recorded in these financial statements. In addition, redevelopment property and other property and equipment are not recorded, depreciation is not recorded and debt is not reflected as a liability.

***Government-Wide Financial Statements*** – The accompanying statements of net position and activities - modified cash basis display information about the Authority as a whole. The Authority's activities are all governmental in nature. The Authority has no business-type activities, as defined by Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*.

## ***Fund Financial Statements***

Fund financial statements are normally organized into funds, each of which is considered to be a separate accounting entity. A fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund balances, revenues and expenditures/expenses.

For the financial statement presentation, the Authority presently has the following funds:

- ***General Fund***-The operating fund of the Authority. It includes and is used to account for all of the following activities:
  - ***Closeout Project Fund*** - Reflects the activity of three projects, which have been combined into one fund for financial statement purposes. A description of each project is as follows:
    - Oklahoma R-20 University Medical Center reflects all ongoing activities in the Health Sciences Center area that are financed by federal funds pursuant to a September 19, 1978, closeout agreement with HUD.
    - Oklahoma R-30 Central Business District reflects all ongoing activities in the Central Business District that are financed by federal funds pursuant to an October 16, 1979, closeout agreement with HUD.
    - Oklahoma R-35 John F. Kennedy Urban Renewal Area reflects all ongoing activities in the John F. Kennedy area that are financed by federal funds pursuant to an October 16, 1979, closeout agreement with HUD.
  - ***Revolving Fund*** - Used to pay general and administrative costs. A cost allocation process is utilized to determine the amounts transferred from the various other funds. The amount of transfer to the revolving account is recorded as a disbursement for general and administrative costs for each of the various funds. All revolving account disbursements have been included in the appropriate fund for which the underlying disbursements were made. The Revolving Fund records the reimbursement from other funds as a reduction of the expense and, therefore, reports no revenues or expenses.
  - ***Core to Shore*** - Consists of two funds, one of which is to be funded by the MAPS 3 initiative and the other which is to be funded through other sources, including allocation of Increment District No. 2, The City of Oklahoma City (TIF 2) tax revenue. The project is for the stated purpose of improving an area designated by the City Council, which has suffered decline and also includes a downtown public park, convention center and train station.
  - ***Sports Entertainment Parking II (SEP II) Improvements Fund*** - Depicts activities related to the creation of a mixed-use development with a focus on entertainment, parking and supporting development for the MAPS initiative, including hotel and residential initiatives. The project is funded primarily by Closeout Project funds.
  - ***Harrison-Walnut Other Fund*** - Depicts various activities in the Harrison-Walnut neighborhood that are funded primarily by the Closeout Project funds.

- **Nonfederal Fund** - A fund originally financed by the City in 1970 for carrying out activities deemed necessary or worthwhile by the Authority's Board of Commissioners. It is not financed by federal or state funds.
- **Special Revenue Funds** - Designated as major funds by the Authority. It is used to separately account for the following specific funds or activities:
  - **Oklahoma City Redevelopment Corporation** - A nonprofit Oklahoma corporation that was created as a mechanism to dispose of downtown development property to independent developers and to provide a supportive role for the Authority's redevelopment activities.
  - **Bass Pro Shop Fund** - Reflects activities related to the construction and subsequent lease of a facility in the Bricktown Entertainment District to be utilized by Bass Pro, Inc. Monies for the construction of the facility were provided by the City. The original lease, which commenced in November 2003, is for a period of 20 years, and rental income paid to the Authority pursuant to the lease, less certain amounts retained by the Authority for related expenses, are remitted to the City and reported as an expenditure to the City.

**Cash and Cash Equivalents** – The Authority considers all liquid investments with original maturities of three months or less to be cash equivalents. At June 30, 2019, cash equivalents consisted primarily of money market accounts with brokers.

**Investments** – Investments are stated at market value. Investments are comprised of certificates of deposit acquired through cash transactions. They do not include real estate held for resale or held for development.

### **Net Position Classifications**

#### **Government-Wide Financial Statements**

Equity is classified as net position and displayed in two components:

- **Restricted** - Represents net position that has been restricted by outside sources, including the City and relevant State of Oklahoma statutes. The net position has been restricted for economic development and reimbursement to the City.
- **Unrestricted** - Represents the remaining net position, if any.

#### **Fund Financial Statements**

GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, defines fund balances for presentation as follows:

- **Nonspendable** - Includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. This would include items not expected to be converted to cash.
- **Restricted** - Consists of fund balance amounts with constraints placed on the use of the resources either by (a) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or (b) law through constitutional provisions or enabling legislation.

- **Committed** - Reflects specific purposes pursuant to constraints imposed by formal action of the Authority's highest level of decision-making authority (the Board of Commissioners). Also, such constraints can only be removed or changed by the same form or formal action.
- **Assigned** - Reflects fund balance amounts that are constrained by the Authority's intent to be used for specific purposes but meet neither the restricted nor committed forms of constraint.
- **Unassigned**- Represents fund balance amounts that have not been assigned to other funds and have not been restricted, committed or assigned to specific purposes.

Based on the above definitions, the components of the Authority's fund balances are as follows:

- **Restricted** - The fund balances for several of the funds included in the General Fund as well as the Bass Pro Shop Fund are restricted.
- **Committed** - The fund balance for the Corporation is committed.
- **Unassigned** - The fund balances for several of the funds included in the General Fund are unassigned.

It is the Authority's policy to first use the restricted net position/fund balance prior to the use of the unrestricted net position/fund balance when an expenditure/expense is incurred for purposes for which both restricted and unrestricted net position/fund balances are available. The Authority's policy for the use of the unrestricted fund balance amounts requires committed amounts be reduced first, followed by assigned amounts and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**General and Administrative Expenses** – General and administrative expenses not incurred for a specific fund are allocated to the various funds based on staff hours incurred for each fund.

**Payments Received from the City of Oklahoma City** – During the year ended June 30, 2019, the Authority received \$2,035 from the City. Such amounts have been reflected as a contribution in the accompanying statement of activities – modified cash basis.

**Income Taxes** – The Authority is exempt from federal and state income taxes under Section 115(1) of the Internal Revenue Code.

## 2. DEPOSITS AND INVESTMENTS

**Deposits** – Custodial credit risk is the risk that in the event of the failure of a counterparty the Authority will not be able to recover the value of its deposits. Deposits are exposed to custodial credit risk if they are uninsured and uncollateralized. The policy of the Authority is to require all deposits be maintained in accounts that are fully insured or collateralized.

As of June 30, 2019, the Authority had no uninsured or uncollateralized deposits. The Authority requires investment collateral be held by a third-party custodian with whom the Authority has a current custodial agreement in the Authority's name.

Deposits of the Authority at June 30, 2019, are \$2,932,844.



**Investments** – The Authority's investments at June 30, 2019, consist of negotiable certificates of deposit totaling approximately \$2,456,000.

- **Interest Rate Risk** – The Authority's investment policy stipulates that no more than 75% of the total funds available for investment may be placed in any one authorized institution. Of the funds invested, up to 100% may be invested with a maturity of one year or less, up to 30% may be invested with a maturity of one to three years, up to 10% may be invested with a maturity of three to five years and up to 5% may be invested with a maturity of 5 to 25 years.
- **Credit Risk** – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations.
- **Custodial Credit Risk** – Investment securities are exposed to custodial credit risk if they are uninsured, are not registered in the name of the Authority or are held by a counterparty or the counterparty's trust department, but not in the name of the Authority. All of the underlying securities for the Authority's investments at June 30, 2019, are held by the counterparties in other than the Authority's name. The Authority's investment policy does not address limiting holding of securities by counterparties.

The Authority categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Authority's recurring fair value measurements as of June 30, 2019, are its certificates of deposit, which are valued using Level 2 inputs. At June 30, 2019, maturities of the certificates of deposit are as follows; \$979,642 in fiscal year 2020; \$1,231,000 in fiscal year 2021; and \$245,000 maturing in fiscal year 2022. The fair values are estimated by using quoted prices of securities with similar characteristics or independent asset pricing services and pricing models, the inputs of which are market-based or independently sourced prepayments, defaults, cumulative loss projections and cash flows.

### 3. DUE FROM OTHER GOVERNMENTAL ENTITIES

The amounts due from other governmental entities consisted of the following as of June 30, 2019:

Amounts due from the City for reimbursement of expenditures for CDBG projects	\$ 128,017
Amounts due from the Alliance for reimbursement of expenditures	31,068
Amounts due from the Oklahoma City Redevelopment Authority for reimbursement of expenditures	<u>607,176</u>
	<u><u>\$ 766,261</u></u>

#### 4. RENTAL INCOME

Rental income includes leases of acquired property and parking lot revenue. Most of these leases are on a month-to-month, semiannual or annual basis and are expected to be renewed; however, there are no assurances the leases will be renewed.

There are two multi-year leases, one for a billboard and one for the Bass Pro Shop building. The billboard lease ends August 31, 2023, and the lease income is the greater of \$10,000 per year or 19% of the net income received. The Bass Pro Shop lease ends in 2023 and the rental income is \$629,205 per year. The future minimum lease revenue related to these two leases is as follows:

	<u>Closeout Fund</u>	<u>Bass Pro Shop Fund</u>	<u>Total</u>
2020	\$ 10,000	\$ 629,205	\$ 639,205
2021	10,000	629,205	639,205
2022	10,000	629,205	639,205
2023	<u>1,666</u>	<u>629,205</u>	<u>630,871</u>
Total	<u>\$ 31,666</u>	<u>\$ 2,516,820</u>	<u>\$ 2,548,486</u>

#### 5. RETIREMENT PLAN

The Authority participates in a Section 457 single-employer deferred compensation plan (the Plan) covering all permanent employees. As of June 30, 2019, four employees were participating in the Plan. Covered payroll equaled total payroll at \$200,028. In 2019, the employees contributed \$780, representing 0.39% of covered payroll, and the Authority contributed \$16,724, representing 8.35% of covered payroll. Assets of the Plan are not recorded in the Authority's financial statements.

#### 6. EXPENDITURES TO THE CITY OF OKLAHOMA CITY

During 2019, the Authority paid \$221,124 to the City for its portion of the rental income from the Bass Pro Shop. The Authority also paid the City \$224,848 and \$280,000 for program income generated by property sales in the Oklahoma R-35 John F. Kennedy Urban Renewal Area and Harrison Walnut Urban Renewal Area, respectively.

#### 7. RELATED-PARTY TRANSACTIONS

*The Alliance for Economic Development of Oklahoma City* – The Authority has a five-year agreement with the Alliance for Economic Development of Oklahoma City (the Alliance) for professional services, which will terminate on June 30, 2021. During 2019, expenses under the agreement totaled approximately \$581,000. Annual service fees must be approved by the Board of Commissioners.

**8. COMMITMENTS AND CONTINGENCIES**

*Contracts* – The Authority has two contracts with the Center for Economic Development Law for general counsel services and one with an independent contractor for information technology consulting. At June 30, 2019, the remaining commitments under such contracts aggregated \$325,000.

The Authority leases office space from Hightower Properties, LLC under an operating lease agreement, which will expire March 31, 2023. For the year ended June 30, 2019, the expenses under this lease totaled \$70,630. The remaining obligation under this lease at June 30, 2019, is as follows:

2020	\$ 69,570
2021	69,570
2022	69,570
2023	<u>52,178</u>
Total	<u>\$ 260,888</u>

*Grants* – In the normal course of operations, the Authority is a subrecipient of CDBG funds awarded to the City by HUD. The grant programs are subject to audit by agents of HUD, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement that may arise as a result of these audits is not believed to be material.

*Legal* – In the normal course of operations, the Authority is party to legal proceedings that normally occur in governmental operations and other claims associated with property and enterprise operations. The legal proceedings and other claims are not likely to have a material adverse impact on the funds of the Authority.

\* \* \* \* \*

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**COMBINING BALANCE SHEET - GENERAL FUND - MODIFIED CASH BASIS**  
**AS OF JUNE 30, 2019**

	<u>Closeout Project Fund</u>	<u>Revolving Fund</u>	<u>Core to Shore MAPS 3 Fund</u>	<u>Core to Shore Buffer Fund</u>	<u>SEP II Improvements Fund</u>	<u>Harrison- Walnut Other Fund</u>	<u>Nonfederal Fund</u>	<u>General Fund Total</u>
<b>ASSETS</b>								
Cash and cash equivalents	\$ 1,089,598	\$ 130,456	\$ 54,537	\$ 1,089,039	\$ -	\$ -	\$ (174,353)	\$ 2,189,277
Investments	1,471,642	-	-	-	-	-	984,000	2,455,642
Due from other governmental entities	128,017	92,944	-	-	-	-	545,300	766,261
Due from (to) other funds	348,455	(223,400)	-	(125,055)	-	-	-	-
Total assets	<u>\$ 3,037,712</u>	<u>\$ -</u>	<u>\$ 54,537</u>	<u>\$ 963,984</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,354,947</u>	<u>\$ 5,411,180</u>
<b>LIABILITIES AND FUND BALANCES</b>								
Liabilities								
Deposits	\$ 900	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,900
Total liabilities	<u>900</u>	<u>-</u>	<u>-</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,900</u>
Fund Balances								
Restricted - economic development	2,908,796	-	-	938,983	-	-	-	3,847,779
Unassigned	128,017	-	54,537	-	-	-	1,354,947	1,537,501
Total fund balances	<u>3,036,813</u>	<u>-</u>	<u>54,537</u>	<u>938,983</u>	<u>-</u>	<u>-</u>	<u>1,354,947</u>	<u>5,385,280</u>
Total liabilities and fund balances	<u>\$ 3,037,713</u>	<u>\$ -</u>	<u>\$ 54,537</u>	<u>\$ 963,983</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,354,947</u>	<u>\$ 5,411,180</u>

The accompanying notes are an integral part of these financial statements.

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**  
**COMBINING STATEMENT OF REVENUES, EXPEDITURES AND CHANGES IN FUND BALANCES**  
**GENERAL FUND - MODIFIED CASH BASIS**  
**FOR THE YEAR ENDED JUNE 30, 2019**

	<u>Closeout Project Fund</u>	<u>Revolving Fund</u>	<u>Core to Shore MAPS 3 Fund</u>	<u>Core to Shore Buffer Fund</u>	<u>SEP II Improvements Fund</u>	<u>Harrison- Walnut Other Fund</u>	<u>Nonfederal Fund</u>	<u>General Fund Total</u>
<b>REVENUES</b>								
Federal grant revenues	\$ 543,045	\$ -	\$ -	\$ -	\$ -	\$ 24,768	\$ -	\$ 567,813
Rentals	7,018	-	-	900	14,710	-	-	22,628
Real estate sales	1,388,313	-	-	-	-	-	-	1,388,313
Interest	44,075	-	-	174	-	-	23,638	67,887
Core to shore MAPS 3 project	-	-	2,035	-	-	-	-	2,035
Other	4,242	-	-	-	-	-	-	4,242
<b>Total revenues</b>	<b>1,986,693</b>	<b>-</b>	<b>2,035</b>	<b>1,074</b>	<b>14,710</b>	<b>24,768</b>	<b>23,638</b>	<b>2,052,918</b>
<b>EXPENDITURES</b>								
General and administrative	230,995	-	7,458	300,540	11,388	119,866	1,682	671,929
Real estate acquisition	91,373	-	-	239,909	-	715,311	150,186	1,196,779
Property disposition	163,153	-	-	238,067	17	4,539	229	406,005
Site improvement	36,045	-	-	378,608	-	-	-	414,653
Legal and professional	114,880	-	-	370,934	3,420	55,276	9,509	554,019
Property management	250,624	-	692	7,707	-	80,775	-	339,798
Business improvements	13,869	-	-	-	10,819	2,534	-	27,222
Expenditures to the City	504,848	-	-	-	-	-	-	504,848
Other	-	-	-	-	-	-	1,574	1,574
<b>Total expenditures</b>	<b>1,405,787</b>	<b>-</b>	<b>8,150</b>	<b>1,535,765</b>	<b>25,644</b>	<b>978,301</b>	<b>163,180</b>	<b>4,116,827</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES AND NET CHANGE IN FUND BALANCES</b>	<b>580,906</b>	<b>-</b>	<b>(6,115)</b>	<b>(1,534,691)</b>	<b>(10,934)</b>	<b>(953,533)</b>	<b>(139,542)</b>	<b>(2,063,909)</b>
<b>OTHER FINANCING SOURCES (USES)</b>								
Transfers in (out)	(1,155,002)	-	8,150	182,385	10,934	953,533	-	-
<b>NET CHANGES IN FUND BALANCES</b>	<b>(574,096)</b>	<b>-</b>	<b>2,035</b>	<b>(1,352,306)</b>	<b>-</b>	<b>-</b>	<b>(139,542)</b>	<b>(2,063,909)</b>
<b>FUND BALANCES, BEGINNING OF YEAR</b>	<b>3,610,909</b>	<b>-</b>	<b>52,502</b>	<b>2,291,289</b>	<b>-</b>	<b>-</b>	<b>1,494,489</b>	<b>7,449,189</b>
<b>FUND BALANCES, END OF YEAR</b>	<b>\$ 3,036,813</b>	<b>\$ -</b>	<b>\$ 54,537</b>	<b>\$ 938,983</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,354,947</b>	<b>\$ 5,385,280</b>

The accompanying notes are an integral part of these financial statements.



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL  
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER  
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Commissioners  
Oklahoma City Urban Renewal Authority  
Oklahoma City, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund, of the Oklahoma City Urban Renewal Authority (the Authority), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority’s basic financial statements, and have issued our report thereon dated December 20, 2019, which included an Emphasis of Matter paragraph regarding the Authority’s use of the modified cash basis of accounting and an Other Matters paragraph regarding the omission of required supplementary information.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority’s internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**HSPG & ASSOCIATES, PC**

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## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*HSPG & Associates, P.C.*

Oklahoma City, Oklahoma  
December 20, 2019

**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: February 3, 2020  
Ref: Resolution Approving a Contract for Sale of Land and Redevelopment with 700 West 4<sup>th</sup>, LLC for the Development of Property Located at the Southeast Corner of N.W. 4<sup>th</sup> Street and Shartel Avenue, Amended and Reissued Central Business District Urban Renewal Plan (Project OKLA. R-30).

**Background:** In June 2018, OCURA issued a request for proposals for property located at the southeast corner of N.W. 4<sup>th</sup> Street and Shartel Avenue. In December 2018, OCURA conditionally designated 700 West 4<sup>th</sup>, LLC as redeveloper. Terms have been negotiated for the proposed Contract for Sale of Land and Redevelopment for the development of a residential, mixed-use project.

The Redeveloper is participating in discussions with the City regarding the availability of public financial assistance for the project pursuant to one or more economic development agreements with the City or authorized public trust.

**Summary of Agenda Item:** The resolution approves entering into the proposed Redevelopment Agreement with 700 West 4th, LLC.

**Recommendation:** Approval of Resolution.

**Attachments:** Map



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

**RESOLUTION APPROVING A CONTRACT FOR SALE OF LAND AND REDEVELOPMENT WITH 700 WEST 4<sup>TH</sup>, LLC FOR THE DEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF N.W. 4TH STREET AND SHARTEL AVENUE, AMENDED AND REISSUED CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN (PROJECT OKLA. R-30)**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the Amended and Reissued Central Business District Urban Renewal Plan, as amended (“Urban Renewal Plan”), pursuant to the approval and direction of the City of Oklahoma City (“City”) in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*; and

**WHEREAS**, the Authority has previously publicly invited proposals for property generally located at the southeast corner of NW 4th Street and Shartel Avenue, identified as a portion of Redevelopment Parcel 34-1 in the Urban Renewal Plan, more particularly described and depicted on the attached Exhibit A (“Property”); and

**WHEREAS**, in accordance with the public invitation process and based upon the recommendation of a selection committee, the Board of Commissioners conditionally designated 700 West 4<sup>th</sup>, LLC as redeveloper of the Property; and

**WHEREAS**, the Executive Director of the Authority, along with Legal Counsel, has negotiated the terms of a proposed Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) between the Authority and 700 West 4<sup>th</sup>, LLC (“Redeveloper”) for the development of a primarily residential, mixed-use project on the Property; and

**WHEREAS**, the Redeveloper is participating in discussions with the City regarding the availability of public financial assistance for the project pursuant to one or more economic development agreements with the City or authorized public trust; and

**WHEREAS**, the proposed purchase price contained in the proposed Redevelopment Agreement for the Property is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement; and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the proposed Redevelopment Agreement with the Redeveloper.

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

1. The proposed Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director and Officers of the Authority are authorized to finalize and

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 purchase price of \$2,150,000.00 is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.
3. The Officers of the Authority, Executive Director, and Legal Counsel of the Authority 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.

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 at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **3<sup>rd</sup> day of February, 2020**; 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.

---

SECRETARY

(SEAL)

## EXHIBIT A

### **Description and Depiction of Property**

#### Tract 1:

The west 6 feet of Lot 14, Block 14, together with the north 10 feet of the alley vacated by Ordinance No. 16,193 recorded in Book 4775, page 1729 adjacent on the south, BRUSHA'S 2ND ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 5 of Plats, page 19.

#### Tract 2:

The south 20 feet of Lots 1 and 2 together with the north half of vacated N.W. 3rd Street adjacent thereto, Block 1, CAREY AND WEAVER'S ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 3 of Plats, page 18.

#### Tract 3:

The north half of the following:

Vacated N.W. 3rd Street also known as Dean A. McGee between North Lee Avenue and North Shartel Avenue, Oklahoma City, Oklahoma County, Oklahoma, more particularly described as follows:

BEGINNING at a point 15 feet South of the northwest corner of Lot 2, Block 2, CAREY AND WEAVER'S ADDITION;

THENCE North a distance of 80 feet to a point 15 feet North of the southwest corner of 2, Block 1, CAREY AND WEAVER'S ADDITION;

THENCE East a distance of 329.6 feet to the southeast corner of Block 3, BENNETT AND GERSON'S ADDITION;

THENCE South a distance of 80 feet to the northeast corner of Block 4, BENNETT AND GERSON'S ADDITION;

THENCE West a distance of 329.6 feet to the POINT OR PLACE OF BEGINNING.

Less and except the south 20 feet of Lots 1 and 2 together with the north half of vacated N.W. 3rd Street adjacent thereto, Block 1, CAREY AND WEAVER'S ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 3 of Plats, page 18.

#### Tract 4:

Lot 14, except the west 6 feet thereof, and all of Lots 15 through 26, Block 14, together with the north 10 feet of the alley vacated by Ordinance No. 16,193 recorded in Book 4775, page 1729 adjacent on the south, BRUSHA'S 2ND ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 5 of Plats, page 19.

And

Lots 1 through 11, Block 3, together with the south 10 feet of the alley vacated by Ordinance No. 16,193 recorded in Book 4775, page 1729 adjacent on the north, BENNETT AND GERSON ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 5 of Plats, page 3.

And

Lots 1 and 2, except the south 20 feet thereof, Block 1, CAREY AND WEAVER'S ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 3 of Plats, page 18.

And

A strip of land bounded as follows:

BEGINNING at the northeast corner of Lot 1, Block 1, CAREY AND WEAVER'S ADDITION;  
THENCE North 30.00 feet (measured as 34.40 feet) to the south line of alley;

THENCE West 50.00 feet to a point 30 feet (measured as 34.40 feet) North of the northwest corner of Lot 2, Block 1, CAREY AND WEAVER'S ADDITION;

THENCE South 30.00 feet (measured as 34.40 feet) to the northwest corner of Lot 2, Block 1, CAREY AND WEAVER'S ADDITION;

THENCE East 50 feet on the north line of Lots 1 and 2, Block 1, CAREY AND WEAVER'S ADDITION to the POINT OF BEGINNING.



Legal description subject to adjustment as to exact description, boundaries, dimensions, and interests, based on title commitment and survey.

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**700 WEST 4<sup>TH</sup>, LLC**

PREPARED BY:

The Oklahoma City Urban Renewal Authority  
J. Larry Nichols, Chairman  
James R. Tolbert  
Russell M. Perry  
Mary Mélon  
Mark Beffort

Catherine O'Connor, Executive Director

With the Assistance of:



**CENTER FOR ECONOMIC  
DEVELOPMENT LAW**

301 N. Harvey, Suite 100  
Oklahoma City, Oklahoma 73102  
(405) 232-4606  
[www.econlaw.com](http://www.econlaw.com)

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**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

BETWEEN

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

and

**700 WEST 4<sup>TH</sup>, LLC**

**PART I**

**THIS CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**, consisting of this Part I and Part II annexed hereto and made a part hereof (which Part I and Part II together hereinafter called the “Agreement”) is made on or as of this \_\_\_ day of February, 2020, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (which, together with any successor corporation, public body, or officer hereafter designated by or pursuant to law, hereinafter called the “Authority”), established pursuant to the Urban Renewal Act of the State of Oklahoma, 11 O.S. §38-101, *et seq.* (the “Urban Renewal Act”), and having its office at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, and **700 WEST 4<sup>TH</sup>, LLC**, an Oklahoma limited liability company (the “Redeveloper”), and having a mailing address of 105 North Hudson Avenue, Suite 202, Oklahoma City, Oklahoma 73102.

**WITNESSETH:**

**A. WHEREAS**, in furtherance of the objectives of the Urban Renewal 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 (the “City”), and in this connection is engaged in implementation of the Central Business District Urban Renewal Plan, as amended (the “Urban Renewal Plan”); and

**B. WHEREAS**, the principal objectives of the Urban Renewal Plan include redevelopment of properties in key areas of downtown Oklahoma City in an effort to contribute to the continued revitalization of the Central Business District; and

**C. WHEREAS**, the Authority owns property located at the southeast corner of N.W. 4<sup>th</sup> Street and Shartel Avenue, as more particularly described on the attached Schedule A and depicted on the attached Schedule A-1 (the “Property”), which lies within the boundaries of the Urban Renewal Plan; and

**D. WHEREAS**, the Redeveloper proposes to purchase the Property and develop it into residential rental units, with a mixture of affordable and market rate options, structured parking, first floor retail space, and accompanying amenities; and

**E. WHEREAS**, the development presents an opportunity to provide infill development on property that has long sat vacant and to provide much-needed affordable housing units within the core of Oklahoma City; and



**F. WHEREAS**, the Redeveloper is willing to acquire the Property from the Authority, and to redevelop it in accordance with the Urban Renewal Plan, and the terms, conditions, and obligations contained in this Agreement.

**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:

**DEFINITIONS:**

The following terms used in Part I and Part II of this Agreement shall have the meanings indicated below:

“Approved Title Exceptions” – The exceptions to fee simple title to the Property which are listed as exceptions in the Title Commitment, as approved, or waived as a Title Objection by the Redeveloper.

“Authority” – Oklahoma City Urban Renewal Authority, a public body corporate.

“City” – The City of Oklahoma City, Oklahoma, a municipal corporation.

“Closing” – The actions taken on the Closing Date by the Authority, the Redeveloper, the Title Company, and all other persons designated by the Authority, the Redeveloper, or the Title Company, to consummate the sale of the Property by the Authority to the Redeveloper in accordance with this Agreement.

“Closing Date” – Unless earlier agreed in writing by the Authority and the Redeveloper, a date which is not later than sixty (60) days from satisfaction of the conditions precedent described in this Agreement, with the exact time for Closing to be designated by the Authority by written notice to the Redeveloper which time and date are reasonably approved by the Redeveloper, with respect to the Property.

“Closing Statement” – The document prepared by the Title Company to be duly executed by the Redeveloper and the Authority at Closing to record the proration of receipts and disbursements relating to the Property, the payment of the costs of performing this Agreement, and the adjustments to the Purchase Price.

“Commencement Date” – The date on or before which the Redeveloper shall commence construction of the Improvements, in accordance with Part I, Section 4 hereof.

“Completion Date” – The date on or before which the Redeveloper shall complete construction of the Improvements, in accordance with Part I, Section 4 hereof.

“Construction Documents” – See Part I, Section 5(D) and Part II, Section 301.

“Deed” – Special warranty deed in substantially the form of Schedule B to be duly executed and acknowledged by the Authority and the Redeveloper and delivered at Closing.

“Design Development Documents” – See Section 5(B).

“Effective Date” – The date inserted on the first page of this Agreement following approval by the Authority.

“Exception Documents” – The documents which create exceptions to the coverage provided by, or requirements for, issuance of the Title Policy.

“Improvements” – Those certain specific improvements to be constructed, erected, or installed on the Property by, or on the behalf of, the Redeveloper, including, without limitation, buildings, parking, exterior lighting, landscaping, and such other structures or improvements of any kind whatsoever, whether above or below grade, including, but not limited to, utility installations, storage areas, loading areas, walkways, sidewalks, fences, walls, poles, driveways, roadways, signage, site grading and any other exterior additions, changes or alterations thereto all implemented in accordance with the Urban Renewal Plan and the Construction Documents approved by the Authority. Improvements include, but are not limited to, the construction of no less than 290 for-rent residential units, a portion of which are affordable units, and ground floor retail space, as more particularly described in Section 1(A) hereof.

“Landscaping Plans” – See Section 5(C).

“Permitted Title Exceptions” – The Permitted Title Exceptions are initially listed on Schedule C attached hereto and made a part hereof, and will be updated and revised on or before Closing to reflect any additional matters or exceptions to fee simple title to the Property which are listed as exceptions in the Title Commitment, as approved, or waived as a Title Objection by the Redeveloper.

“Property” – The land, currently owned by the Authority, described on Schedule A and depicted on Schedule A-1, together with any improvements situated on such land, and all rights, privileges, easements, licenses, rights-of-way, hereditaments and appurtenances to such land; less and except all oil, gas and other mineral interests lying in, to or under the Property previously reserved or conveyed of record.

“Purchase Price” – The amount to be paid by the Redeveloper to the Authority to purchase the Property. The Purchase Price for the Property is agreed to be \$2,150,000.00.

“Redeveloper” – 700 West 4<sup>th</sup>, LLC.

“Schematic Design Studies” – See Section 5(A).

“Survey” – An ALTA/NSPS land title survey of the Property prepared by Johnson & Associates, Inc. showing, at a minimum, the boundaries of the Property, the exact legal description thereof, the north direction, the location of all improvements, existing easements, the location and extent of any encroachments upon or by the Property, all utility service lines shown at the perimeter of the Property, and the square footage the Property. The legal description of the Property prepared by Johnson & Associates, Inc. will be used to describe the Property in the instruments prepared and used to close the transaction contemplated hereby.

“Title Commitment” – A written commitment obligating the Title Insurer to issue the Title Policy on satisfaction of the requirements set forth in the commitment.

“Title Company” – American Eagle Title Company.

“Title Insurer” – A title insurer, acting through the Title Company, as may be requested by the Redeveloper and approved by the Authority.

“Title Objections” – The Redeveloper’s objections, if any, to the status of title to the Property.

“Title Policy” – The ALTA Form B Owner’s Policy of Title Insurance to be issued by the Title Insurer to the Redeveloper at Closing pursuant to the Title Commitment.

“Urban Renewal Act” – 11 O.S. §38-101, *et seq.*

## **SECTION 1. SCOPE OF REDEVELOPMENT AND CONSIDERATION**

**A. Project Scope.** The parties contemplate the Improvements on the Property to be completed by the Redeveloper to include the following:

1. Construction of at least 290 residential units
  - a. Combination of studios, 1-bedroom, and 2-bedroom rental units
  - b. At least 24% of the units will be available for those making 80% or less of the area median income, measured by current HUD Oklahoma City Metropolitan Statistical Area median income data
2. Structured parking garage of at least 300 parking spaces
3. Approximately 3700 square feet of ground level retail space
4. Amenities, including fitness center, bike storage area, pool, and playground

The Property is to be developed in accordance with the Urban Renewal Plan and the Construction Documents, as more particularly described in this Agreement.

**B. Property Subject to Redevelopment.** The Redeveloper shall have the exclusive rights with the Authority to redevelop the Property in accordance with the terms and conditions of this Agreement. The Property is the property subject to the redevelopment and upon which the Improvements will be constructed. The Property is described on Schedule A and depicted on Schedule A-1. The legal description is subject to adjustment as to exact boundaries, dimensions, and interests and final determination by mutual approval of the parties based on the approved Design Development Documents, surveys, description of exceptions and reservations, requirements of related agreements, and establishment or confirmation of appurtenant easements necessary or appropriate to serve the proposed development. The Property shall be subject to the obligations of this Agreement and the covenants contained in the Deed conveying the Property to the Redeveloper.

**C. Sale; Purchase Price.** Subject to all the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper, and the Redeveloper will purchase the Property from the Authority and pay the Purchase Price therefor, to be paid to the Authority as provided in this Agreement. The Redeveloper will perform the obligations imposed on it with respect to the Property and otherwise pursuant to this Agreement.

**D. Relationship of the Parties.** The undertaking of this Agreement is a complex process that will require the mutual cooperation of the parties and their timely actions on matters that are appropriate or necessary to implement this Agreement, obtain the necessary financing, and construct the Improvements. The parties shall use their best efforts in good faith to perform and assist each other in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the parties, nor render any party liable for any of the debts or obligations of any other party.

## **SECTION 2. CONVEYANCE OF THE PROPERTY**

**A. Form of Deed; Other Closing Deliveries.** Upon satisfaction of the items in Section 5 of this Agreement, the Authority will convey to the Redeveloper marketable title in fee simple to the Property by special warranty deed (the “Deed”) in substantially the form of Schedule B attached as a part hereof, or other interests in the Property by grant of easements, permits, or licenses as may be approved by Redeveloper. Such conveyance of title will be subject to the covenants and restrictions provided for in Part II, Article IV; the conditions subsequent provided for in Part II, Section 704; and the Approved Title Exceptions. At or before Closing, the parties shall take such actions and deliver to the other such other instruments, items, and documents as are necessary to carry out the purposes of this Agreement, including such affidavits, certificates or other documents as may be reasonably required by the Title Company to close the transactions contemplated by this Agreement and issue a Title Policy to the Redeveloper.

**B. Time and Place for Delivery of Deed.** The Authority will deliver the Deed and possession of the Property covered thereby to the Redeveloper on or before the date specified for commencement of construction pursuant to Section 4 hereof, provided the conditions precedent specified by this Agreement have been satisfied. The date specified for the conveyance in this Agreement shall control, except where an earlier date is requested by the Redeveloper or a later date is authorized by extension under the terms of this Agreement. The conveyance will be delivered at the principal office of the Title Company, and the Redeveloper will accept such conveyance and pay the Authority the Purchase Price.

**C. Apportionment of Property Taxes; Other Prorations.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion ad valorem taxes at Closing. The portion of the current taxes, if any, on the Property which is a lien on the date of delivery of the Deed to the Redeveloper allocable to the Property conveyed will be borne by the Authority. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after the Property is returned to the tax rolls as a result of the contemplated transfers pursuant to this Agreement.

**D. Recordation of Deed; Closing Costs.** The Redeveloper will promptly file the Deed for recordation among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed, including recording fees and documentary stamp taxes (if any). In addition, the Redeveloper will pay: (i) the costs of obtaining the Title Commitment, including all title examination costs of the Title Company; (ii) the

premium for the Title Policy; (iii) the cost of the Survey; (iv) the Title Company's fees for closing the transactions contemplated by this Agreement; and (v) the Redeveloper's accounting, legal and other expenses associated with the transaction contemplated by this Agreement, whether or not such transactions are consummated.

**E. Title Evidence.** It is understood and agreed that the Redeveloper may purchase title insurance at the Redeveloper's option and expense, and the Authority will cause a Title Policy for the Property to be issued in the amount of the Purchase Price or such additional amount as Redeveloper may determine to cover the construction cost of the Improvements. The Redeveloper shall have thirty (30) days after the receipt from the Authority of the last of the Title Commitment, Exception Documents, and Survey within which to notify the Authority in writing of any objections the Redeveloper has to any matters appearing or referred to in the Title Commitment or Survey (as applicable, the "Objections"). Any exceptions or other matters in the Title Commitment or Survey to which the Redeveloper does not object in writing during such thirty (30) day period shall be deemed to be Permitted Title Exceptions to the Authority's title and shall be listed in Schedule C to this Agreement after the title review process is completed. With regard to items to which the Redeveloper does so make Objections during such thirty (30) day period, the Authority shall have until Closing on the Property within which to cure such Objections. The Authority shall exercise its best efforts to cure such Objections, but the Authority shall not be required to incur other than de minimus expenses in connection with the exercise of its best efforts. If the Authority is unable to cure such Objections without incurring more than de minimus expenses, the Authority and the Redeveloper shall consider an agreement that states the responsibilities of both parties related to the actions and costs associated with curing such Objections. If the parties cannot reach an agreement and the Authority is unwilling to otherwise cure such Objections, the Authority shall so notify the Redeveloper in writing at least five (5) business days prior to Closing on the Property, in which event the Redeveloper, at its option, may attempt to cure such Objections at its sole cost and expense; provided that if Redeveloper is unable or unwilling to attempt or complete the curative action, then Redeveloper, at its option and as its exclusive remedy, may (i) waive its Objections and purchase the Property without reduction of the Purchase Price or (ii) terminate this Agreement. If the Redeveloper so terminates this Agreement, then notwithstanding anything herein to the contrary, the Earnest Money Deposit shall be refunded to the Redeveloper and neither party shall have any further obligations hereunder, except as otherwise provided in this Agreement.

**F. Property Access.** Prior to the Closing contemplated by this Agreement, the Redeveloper shall have access to the Property to conduct such physical and environmental inspections as it deems necessary or appropriate, as provided in Part II, Section 203 of this Agreement.

**G. Survey; Environmental Reports.** The Authority, at no cost to the Redeveloper, will provide the Redeveloper with a copy of any survey or environmental report on the Property which is in the Authority's possession or may be hereafter required.

### **SECTION 3. GOOD-FAITH DEPOSIT**

**A. Amount.** The Redeveloper has paid to the Authority a deposit (the “Earnest Money Deposit”) in the amount of twenty-five thousand dollars (\$25,000.00) as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Earnest Money Deposit to the Redeveloper, or its retention by the Authority as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with this Agreement.

**B. Interest.** The Authority will be under no obligation to pay or earn interest on the Earnest Money Deposit, but if interest is payable thereon, such interest when received by the Authority will be promptly paid to the Redeveloper.

**C. Application to Purchase Price.** In the event the Redeveloper is not otherwise entitled to return of the Earnest Money Deposit pursuant to Section 3(E) below, the amount of the Earnest Money Deposit, if paid in cash or by certified check, will be applied to the Purchase Price paid at Closing.

**D. Retention by Authority.** Upon termination of this Agreement as provided in Part II, Section 703 hereof, the Earnest Money Deposit will be retained by the Authority.

**E. Return to Redeveloper.** Upon termination of this Agreement as provided in Part II, Section 702 hereof, the Earnest Money Deposit will be returned to the Redeveloper by the Authority. If this Agreement shall not have been terminated prior to conveyance of the Property as provided in Part II, Section 702 or 703 hereof, the Authority will apply the Earnest Money Deposit to the Purchase Price as provided in Section 3(C) above.

### **SECTION 4. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS**

Provided that all conditions precedent to the Redeveloper’s obligations to perform under this Agreement are satisfied, the Redeveloper currently estimates that construction of the Improvements will be commenced and completed no later than the dates provided in the following schedule:

Commencement of Site Preparation	October 31, 2020
Commencement of Vertical Construction	November 30, 2020
Completion of Construction	December 31, 2022

The estimated Commencement Dates and estimated Completion Dates may be further extended by mutual agreement of the Redeveloper and the Authority, which approval will not be unreasonably withheld, conditioned, or delayed.

## **SECTION 5. CONDITIONS PRECEDENT TO CLOSING; TIMES FOR CERTAIN ACTIONS**

Before the Authority has any obligation to convey title to the Property to the Redeveloper, each of the following conditions precedent shall have been performed to the Authority's reasonable satisfaction and within the time frames established below.

**A. Submission of Schematic Design Studies.** The Redeveloper will prepare or have prepared Schematic Design Studies, which shall be submitted to the Authority in accordance with Section 5(F). Schematic Design Studies shall consist of drawings and other documents illustrating the scale and relationship of the proposed development components for consideration and approval by the Authority. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Schematic Design Studies. In the event the Schematic Design Studies are not approved by the Authority within thirty (30) days from the date of submission, they shall be deemed not approved.

**B. Submission of Design Development Documents.** In the event of approval of the Schematic Design Studies or notification from the Authority that it waives its right for such approval, the Redeveloper will prepare or have prepared Design Development Documents for submission to the Authority in accordance with Section 5(F). Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the development and the Improvements. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Design Development Documents.

**C. Submission of Landscaping Plans.** Landscaping Plans shall be submitted to the Authority in accordance with Section 5(F). Landscaping Plans shall consist of drawings and other documents to illustrate and describe the character of the landscaping and its relationship to the development and the Improvements. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Landscaping Plans.

**D. Submission of Construction Documents.** Construction Documents shall be submitted to the Authority in accordance with Section 5(F). Construction Documents shall consist of the Design Development Documents, the form of the proposed construction contract between the Redeveloper and the general contractor(s) for such Improvements, and the specifications referenced in the proposed contract(s). The Authority shall, within thirty (30) days after receipt of the Construction Documents, issue the Authority's written approval or rejection of or any further reasonable requirements with respect to the Construction Documents.

**E. Submission of Evidence of Financing Capacity.** The Redeveloper shall submit evidence, reasonably satisfactory to the Authority, of financing capacity necessary for construction of the Improvements on the Property, as provided in Part II, Section 303 hereof. Acceptable evidence of financing capacity shall include construction financing, bridge financing for the public assistance described in Section 6 hereof, and equity commitments on terms acceptable to Redeveloper. The submittal shall be made in accordance with Section 5(F). If the Redeveloper is unable to obtain evidence of financing capacity, then notwithstanding anything in this

Agreement to the contrary, the Redeveloper may, by written notice to the Authority, terminate this Agreement, in which case the Earnest Money Deposit shall be refunded to the Redeveloper and neither party shall have any further obligations hereunder, except as otherwise provided in this Agreement.

**F. Schedule of Submissions.** The Redeveloper shall make the submissions required by this Section 5 no later than the dates provided in the following schedule:

Schematic Design Studies	May 15, 2020
Design Development Documents	June 15, 2020
Landscaping Plans	August 15, 2020
Construction Documents	August 15, 2020
Evidence of Financing Capacity	October 1, 2020

The estimated submission dates may be further extended by mutual agreement of the Redeveloper and the Authority, which approval will not be unreasonably withheld, conditioned, or delayed.

**G. Submission of Corrected Construction Documents.** Except as provided in Section 5(D), the time within which the Redeveloper will submit any new or corrected Construction Documents will be no later than thirty (30) days after the date the Redeveloper received written notice from the Authority of the Authority's rejection of the Construction Documents referred to in the latest such notice, unless such deadline is extended by mutual agreement of the Authority and the Redeveloper, which agreement will not be unreasonably withheld, conditioned, or delayed.

**H. Maximum Time for Approved Construction Documents.** In any event, the time within which the Redeveloper will submit Construction Documents which conform to the requirements of Section 5(D) and Part II, Section 301 hereof and are satisfactory to and approved by the Authority will be no later than thirty (30) days after the date the Redeveloper receives written notice from the Authority of the Authority's first rejection of the original Construction Documents submitted to the Authority by the Redeveloper, unless such deadline is extended by mutual agreement of the Authority and the Redeveloper which agreement will not be unreasonably withheld, conditioned, or delayed.

**I. Change in Construction Documents.** The time within which the Authority shall approve or disapprove any material proposed change in the Construction Documents (as provided in Part II, Section 302 hereof) will be fifteen (15) days after the date of the Authority's receipt of notice of such proposed change. Only proposed material changes (i.e. changes materially affecting the approved Design Development Documents) require approval of the Authority.



## **SECTION 6. PUBLIC FINANCIAL ASSISTANCE**

The parties contemplate that the Redeveloper will seek public financial assistance from the City in the form of (1) assistance in development financing pursuant to the Downtown/MAPS Economic Development Project Plan, as amended, Increment District No. 2, and the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, in an amount not less than 100% of the ad valorem tax to be paid by the Redeveloper during the period of Increment District No.2, which presently terminates as of June 30, 2027 (“TIF Funding”) and (2) an allocation from the 2017 General Obligation – Limited Tax Bond Affordable Housing Program adopted by the City (“Affordable Housing Funding”). Such public financial assistance, if approved, shall be provided through one or more economic development agreements between the Redeveloper and the Oklahoma City Economic Development Trust, with concurrence by the City. Such economic development agreements shall detail the terms and conditions under which the public financial assistance will be provided. It is understood and agreed that entering into economic development agreements providing such public financial assistance towards the construction of the Improvements is a condition precedent to the Redeveloper’s obligations hereunder. It is further understood that the Authority will use best efforts and good faith to assist the Redeveloper in obtaining (i) TIF Funding of not less than \$2,000,000; and (ii) Affordable Housing Funding of not less than \$2,000,000.

## **SECTION 7. DEVELOPMENT ASSISTANCE**

The Redeveloper is responsible for any environmental remediation and/or mitigation necessary and appropriate for the construction and operation of the Improvements on the Property. The Authority will use best efforts and due diligence to assist the Redeveloper in implementing any environmental remediation and/or mitigation necessary and appropriate to develop the Property. The Authority will also use best efforts and good faith to assist the Redeveloper in clearing the Property of encroachments, including without limitation, the relocation of OG&E, AT&T, and other utility facilities and services that adversely affect the Redeveloper’s ability to develop the Property as intended herein.

## **SECTION 8. PERIOD OF DURATION OF COVENANTS**

The covenants pertaining to regulation and control of the Property, set forth in Part II, Sections 401 and 402 hereof, will remain in effect from the date of the Deed until the later of January 1, 2039, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenants will terminate.

## **SECTION 9. NOTICES AND DEMANDS**

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

- A. in the case of the Redeveloper, is addressed (or delivered personally) to the Redeveloper in care of:

700 West 4<sup>th</sup>, LLC  
Attn: Ron Bradshaw  
105 N. Hudson Avenue, Suite 202  
Oklahoma City, Oklahoma 73102  
Email: ronaldbradshaw@mac.com

With a copy to its attorney:

Phillips Murrah P.C.  
101 N. Robinson  
Thirteenth Floor  
Oklahoma City, Oklahoma 73102  
Attn: Sally A. Hasenfratz  
Email: sahasenfratz@phillipsmurrah.com

- B. in the case of the Authority, is addressed (or delivered personally) to the Authority at:

Oklahoma City Urban Renewal Authority  
Attn: Catherine O'Connor, Executive Director  
105 North Hudson Avenue, Suite 101  
Oklahoma City, Oklahoma 73102  
Email: cathy.oconnor@theallianceokc.org

with a copy to its attorney:

Emily K. Pomeroy  
Center for Economic Development Law  
301 North Harvey Avenue, Suite 100  
Oklahoma City, Oklahoma 73102  
Email: emilypomeroy@econlaw.com

- C. Or at such other address with respect to either such party as that party may from time to time designate in writing and forward to the other as provided in this Section.

## **SECTION 10. APPLICABLE LAND USE PROVISIONS**

Consistent with the Urban Renewal Plan, the specific land use and zoning regulations shall be supplemented as necessary to redevelop the Property. The Redeveloper shall apply to the City for the rezoning of the Property necessary to accommodate the contemplated development and the Improvements.

## **SECTION 11. TIME EXTENSIONS**

In addition to the provisions for extensions of time for certain actions provided by Part II, Section 707 and other provisions of this Agreement, it is understood that delays in timely performance by the Authority might delay performance by the Redeveloper. Thus, where the Redeveloper's delay is caused by the Authority's delay in performing the Authority's obligations pursuant to this Agreement, the time for performance of the Redeveloper's action(s) so delayed will be extended for the period of the delay caused by delay in the Authority's performance; provided that the Redeveloper shall, within thirty (30) days after the beginning of any such delay so caused, have first notified the Authority thereof in writing, and of the cause or causes thereof and claim an extension for the period such delay continues. The Redeveloper may, at its option, terminate this Agreement by written notice to the Authority if any delay caused by the Authority exceeds one hundred twenty (120) days in the aggregate. Upon such termination, the Authority shall promptly return to the Redeveloper the Earnest Money Deposit and any other consideration paid by the Redeveloper for the Property. In all cases, the times for performance of the Redeveloper's obligations may be extended by the Authority for good cause and the times for prescribed actions by the Authority may be extended by mutual agreement.

## **SECTION 12. RIGHTS ESTABLISHED**

The contractual rights established by this Agreement and the approvals issued by the Authority pursuant to this Agreement, including specifically, but not limited to, rights of land use and development, may be enlarged (but will not be diminished) without the consent of the Redeveloper with amendments to the Urban Renewal Plan regardless of the inclusive nature of references to the Urban Renewal Plan, wherever the references appear in this Agreement or in the Deed issued pursuant to it; provided, however, that this provision will not preclude amendments to the Urban Renewal Plan extending its duration, or require the consent of the Redeveloper for such extensions.

## **SECTION 13. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which will constitute an original of this instrument.

## **SECTION 14. PERMITTED TRANSFERS**

It is contemplated that the development may necessitate the transfer or assignment of interest in this Agreement or all or a portion of the Property (by formation of a limited liability company, corporation, partnership, limited partnership or joint venture or admission of one or more members of any of the foregoing with another entity) which is necessary for financing or development purposes, and the Authority is generally willing to consider and approve proposed transfers or assignments required for financing and development purposes pursuant to a request and documentation by the Redeveloper in accordance with the requirements of this Agreement. Provided, however, the Authority agrees that the Redeveloper and its members may, upon thirty (30) days prior written notice but without the Authority's approval, assign, exchange, merge or transfer their interests in the Redeveloper to (i) present members of the Redeveloper; and/or (ii)

third parties, so long as (a) the aggregate transfers to third parties are not greater than twenty-five percent (25%) of the membership interests in the Redeveloper; or (b) Ronald E. Bradshaw remains a member of the Redeveloper and continues to exercise control over the Redeveloper through his position as a manager of the Redeveloper or any general partner of Redeveloper (collectively the “Permitted Transfers”).

Upon completion of the construction of the Improvements on the Property and the issuance of a Certificate of Completion, the individual apartment units may be leased by the Redeveloper and/or the Property as a whole may be sold and conveyed by the Redeveloper to any third party, subject to (i) the rental rate requirements contained in any economic development agreement or agreements entered into between the Redeveloper and the Oklahoma City Economic Development Trust; and (ii) the following covenants in the Deed which shall apply solely to the transferee/purchaser as covenants running with the Property and shall be released as to the Redeveloper: (a) FIRST until January 1, 2039; (b) SECOND, which will only apply with respect to the obligation to pay real estate taxes; (c) FIFTH and SEVENTH, which will remain in effect without limitation as to time; and (d) SIXTH, which will terminate upon the termination of Increment District Number Two, The City of Oklahoma City.

**IN WITNESS WHEREOF**, the Authority has caused this Agreement to be duly executed in its name and behalf by its Chairman, and the Redeveloper has caused the Agreement to be duly executed in its name and behalf by its Manager.

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

BY: \_\_\_\_\_  
J. Larry Nichols, Chairman

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 February, 2020, personally appeared J. Larry Nichols, to me known to be the identical person who executed the foregoing instrument as the Chairman of the Oklahoma City Urban Renewal Authority, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the 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



**TERMS AND CONDITIONS**

**PART II**

OF

**CONTRACT FOR SALE OF LAND  
AND REDEVELOPMENT**

BETWEEN

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY,**  
an Oklahoma public body corporate

AND

**700 WEST 4<sup>TH</sup>, LLC,**  
an Oklahoma limited liability company

## PART II

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**PART II**  
**TERMS AND CONDITIONS**

Unless specifically defined herein, all capitalized terms used in this Part II will have the same meaning given such terms in Part I.

**ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT**

**SECTION 101. Authority's Approval Required for Certain Actions.**

Intentionally omitted.

**SECTION 102. Waiver of Claims and Joining in Petition by Redeveloper.**

The Redeveloper hereby waives (as the purchaser of the Property under the Agreement and as the owner after the conveyance of the Property provided for in the Agreement) any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on or adjacent to, the Property which is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the Authority subscribe to, and join with, the Authority in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

**ARTICLE II. RIGHTS OF ACCESS TO PROPERTY**

**SECTION 201. Right of Entry for Utility Service.**

The Authority reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines; provided, however, such entrance or performance of work by the Authority or the City onto the Property will not unreasonably interfere with the operations on the Property.

**SECTION 202. Redeveloper Not to Construct Over Utility Easements.**

The Redeveloper shall not construct any building or other structure or improvements on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested

by the Redeveloper, the Authority shall use its best efforts to assure that such approval shall not be withheld, conditioned, or delayed unreasonably.

**SECTION 203. Access to Property.**

Prior to the conveyance of the Property by the Authority to the Redeveloper, the Authority shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Authority holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Authority to the Redeveloper, the Redeveloper shall permit the representatives of the Authority, the City, and the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements; provided, however, such entrance by the Authority onto the Property will not unreasonably interfere with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

**ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION**

**SECTION 301. Documents for Construction of Improvements.**

Construction Documents with respect to the redevelopment of the Property and the construction of Improvements thereon shall be in conformity with the Urban Renewal Plan, this Agreement, the approved Design Development Documents, and all applicable State and local laws and regulations. As promptly as possible after approval of the Design Development Documents, and, in any event, no later than the time specified therefor in Section 5 of Part I hereof, the Redeveloper shall submit to the Authority, for approval by the Authority, the Construction Documents as defined in Section 5(D), which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be submitted to and approved by the Authority in its reasonable discretion as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Documents" with respect to the Improvements to be constructed by the Redeveloper on the Property. The Authority intends, if the Construction Documents originally submitted conform to the provisions of the Urban Renewal Plan, this Agreement, and the approved Design Development Documents, to approve in writing such Construction Documents and no further filing by the Redeveloper or approval by the Authority thereof shall be required except with respect to any material change; provided, that the Authority's review shall be unrestricted with respect to any matter not embraced in the approved Design Development Documents. Such Construction Documents shall, in any event, be deemed approved unless rejection thereof in writing by the Authority, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the Authority. If the Authority so rejects the Construction Documents in whole or in part as not being in conformity with the Urban Renewal Plan, this Agreement, or the approved Design Development Documents, the Authority shall describe in reasonable detail any deficiencies in the Construction Documents and the Redeveloper shall submit new or corrected Construction Documents which are in conformity with the Urban Renewal Plan, this Agreement, and the approved Design Development Documents within

the time specified therefor in Paragraph (F), Section 5 of Part I hereof, after written notification to the Redeveloper of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Documents hereinabove provided with respect to the original Construction Documents shall continue to apply until the Construction Documents have been approved by the Authority; provided, that in any event the Redeveloper shall submit Construction Documents which are in conformity with the requirements of the Urban Renewal Plan, this Agreement, and the approved Design Development Documents as determined by the Authority, no later than the time specified therefor in Paragraph (G), Section 5 of Part I hereof, as may be extended. All work with respect to the Improvements to be constructed or provided by the Redeveloper on the Property shall be in substantial conformity with the Construction Documents as approved by the Authority.

### **SECTION 302. Changes in Construction Documents.**

If the Redeveloper desires to make any material change in the Construction Documents after their approval by the Authority, the Redeveloper shall submit the proposed change to the Authority for its approval. If the Construction Documents, as modified by the proposed change, conform to the requirements of Section 301 hereof, the Authority may approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Documents shall, in any event, be deemed not approved by the Authority, in whole or in part, until the Authority has issued written notice to the Redeveloper, granting its approval or its rejection, and in such event, setting forth in detail the reasons therefor, which written notice shall be given within the period specified therefor in Paragraph (I), Section 5 of Part I hereof.

### **SECTION 303. Evidence of Equity Capital and Financing.**

No later than the time specified therefor in Paragraph (F), Section 5 of Part I hereof, the Redeveloper shall submit to the Authority evidence reasonably satisfactory to the Authority that the Redeveloper has the equity capital and commitments for financing necessary for the construction of the Improvements on the Property.

### **SECTION 304. Approvals of Construction Documents and Evidence of Financing as Conditions Precedent to Conveyance.**

The submission of Construction Documents and their approval by the Authority as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for financing as provided in Section 303 hereof, are conditions precedent to the obligation of the Authority to convey the Property to the Redeveloper.

### **SECTION 305. Commencement and Completion of Construction of Improvements.**

The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to this Agreement or the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such

construction shall in any event begin on or before the Commencement Date and shall be completed on or before the Completion Date set forth in Part I, Section 4 of the Agreement. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be to the fullest extent permitted by law and equity, binding for the benefit of the community and the Authority and enforceable by the Authority against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

### **SECTION 306. Progress Reports.**

Subsequent to conveyance of the Property to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Authority as to the actual progress of the Redeveloper with respect to such construction.

### **SECTION 307. Certificate of Completion.**

- (a) Promptly after substantial completion of the Improvements in accordance with Section 4 of Part I and those provisions of this Agreement relating solely to the obligations of the Redeveloper to construct the Improvements on the Property (including the dates for commencement and completion thereof), the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Authority shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the Redeveloper's obligations under this Agreement and termination of any right of reversion or reversion of title by or in the Authority as to the Property. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof. The Authority will also, upon request by Redeveloper, provide a mortgagee, purchaser or lessee of the Property, or any portion thereof, with written evidence and certification that all requirements of the Authority and this Agreement with respect to the Property have been met and that such mortgagee, purchaser or lessee is not subject, nor is their respective interests in the Property or such portion thereof, to any of the terms and conditions of this Agreement.
- (b) With respect to such individual parts or parcels of the Property which, if so provided in Part I hereof, the Redeveloper may convey or lease as the Improvements to be constructed thereon are completed, the Authority will also, upon proper completion of the Improvements relating to any such part or parcel, certify to the Redeveloper that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide, and the Deed shall so state, (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part

or parcel or to any other part or parcel of the Property; and (2) that neither the Authority nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of a lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of the Agreement or the Deed by the Redeveloper or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assignee of such individual part or parcel with respect to the covenants contained and referred to in Section 401 hereof, and (ii) the right, remedy, or control relates to such default or breach.

- (c) Each certification provided for in this Section 307 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, including the Deed. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Authority shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification.

#### **ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY**

##### **SECTION 401. Restrictions.**

The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to this Agreement or the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with, the regulations and controls specified in the Urban Renewal Plan, as amended, and the Deed; and
- (b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

##### **SECTION 402. Covenants; Binding Upon Successors in Interest; Period of Duration.**

It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor 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 Section 401(b) hereof), against the Redeveloper, its successors and assigns and every successor in interest to the Property, and any party thereof. It is further intended and agreed that the agreement and covenant provided in Section 401(a) hereof shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in Section 401(b) hereof shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and every part thereof, and each party in possession or occupancy of, the Property or part thereof. The terms “uses specified in the Urban Renewal Plan” and “land use” referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all buildings, housing and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

**SECTION 403. Authority and United States Rights to Enforce.**

In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Authority and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Authority and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Authority shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

**ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

**SECTION 501. Representations as to Redevelopment.**

The Redeveloper represents and agrees that its purchase of the Property, or any portion thereof, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose

of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of:

- (a) the importance of the redevelopment of the Property to the general welfare of the community;
- (b) the substantial financing and/or other public aids that have been made available by law and by the federal and local governments for the purpose of making such redevelopment possible; and
- (c) the fact that a transfer, other than a Permitted Transfer, of the equity or stock interest in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such equity or stock interest or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper,

the qualifications and identity of the Redeveloper, and its equity owners, stockholders, or partners are of particular concern to the community and the Authority. The Redeveloper further recognizes that it is because of such qualifications and identity that the Authority is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

Notwithstanding anything herein to the contrary, Redeveloper will have the right to assign the Agreement to a single-purpose entity that is wholly owned and controlled by Redeveloper or that is otherwise a Permitted Transfer, which may assume the obligations and covenants of the Redeveloper under the Agreement.

**SECTION 502. Prohibition Against Transfer of Property and Assignment of Agreement.**

Also, for the foregoing reasons, the Redeveloper represents and agrees for itself, and its successors and assigns, that:

- (a) Except only:
  - (1) by way of security for, and only for (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any portion or part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement; and/or
  - (2) as to any individual parts, portions or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by



the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are complete; and/or

- (3) for Permitted Transfers described in Section 12 of Part I,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or any portion of the Property which have not been completed yet, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Authority; provided, that prior to the issuance by the Authority of the certificate provided for in Section 307 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the portion of the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof, or the interest therein to be so transferred prior to the issuance of such certificate.

- (b) The Authority shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or in the event the transfer is or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent they relate to such part); Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and

excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the Authority would have had, had there been no such transfer or change.

- (3) There shall be submitted to the Authority for review all instruments and other legal documents involved in effecting transfer, and, if approved by the Authority, its approval shall be indicated to the Redeveloper in writing.
- (4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (which shall include, without limitation, all hard costs, soft costs, carrying charges and any other reasonable costs incurred by the Redeveloper in connection therewith) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property or any parts thereof (other than those referred to in Section 502(a)(2)) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Authority shall be entitled to increase the Purchase Price to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subsection 4, and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the Authority.
- (5) The Redeveloper and its transferee shall comply with such other conditions as the Authority may find reasonably desirable in order to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan.

Provided, that in the absence of specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

Notwithstanding anything to the contrary contained herein, the Redeveloper shall be free to transfer the portion of the Property or any part thereof, without the prior written consent of the

Authority, following the issuance by the Authority of the Certificate of Completion as set forth in Section 307.

## **ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

### **SECTION 601. Limitation Upon Encumbrance of Property.**

Prior to the completion of the Improvements, as certified by the Authority, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon any portion of the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to any portion of the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the sum of the Purchase Price and related acquisition costs paid by the Redeveloper to the Authority. The Redeveloper (or successor in interest) shall notify the Authority in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels provided that such subdivision, in the opinion of the Authority, is not inconsistent with the purposes of the Urban Renewal Plan or the Agreement, and is approved in writing by the Authority.

### **SECTION 602. Mortgagee Not Obligated to Construct.**

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself, shall in no wise be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder; Provided, that nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and in this Agreement.

### **SECTION 603. Copy of Notice of Default to Mortgagee.**

Whenever the Authority shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Agreement, the Authority shall at the same time forward a copy of such notice or demand to each holder of any

mortgage authorized by this Agreement at the last address of such holder shown in the records of the Authority.

#### **SECTION 604. Mortgage's Option to Cure Defaults.**

After any breach or default referred to in Section 603 hereof, each such holder shall (insofar as the rights of the Authority are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; Provided, that if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Authority, by written agreement satisfactory to the Authority, to complete in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Authority, to a certification or certifications by the Authority to such effect in the manner provided in Section 307 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or revesting of title to the Property that the Authority shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

#### **SECTION 605. Authority's Option to Pay Mortgage Debt or Purchase Property.**

In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under this Agreement, the holder of any mortgage on the Property or any part thereof:

- (a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or
- (b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Authority and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Authority so to do,

the Authority shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the

mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Authority shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

- (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (ii) all expenses with respect to the foreclosure;
- (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;
- (iv) the cost of any Improvements made by such holder; and
- (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of its mortgage debt and such debt had continued in existence.

#### **SECTION 606. Authority's Option to Cure Mortgage Default.**

In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Authority may at its option cure such default or breach, in which case the Authority shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Authority in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement; Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

#### **SECTION 607. Mortgage and Holder.**

For the purposes of this Agreement: The term "Mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "Holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor

in office of either such official.

## **ARTICLE VII. REMEDIES**

### **SECTION 701. 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, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. Provided, however, that if any such default or breach is incapable of being cured in such sixty (60) day period and the Redeveloper is diligently pursuing the cure of such breach or default, the time for curing the same will be extended accordingly. 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 institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

### **SECTION 702. Termination by Redeveloper.**

In the event that:

- (a) the Authority does not tender conveyance of the Property or possession thereof in the manner and condition and by the date provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or
- (b) the Authority shall fail to perform any of its covenants or obligations to be performed hereunder prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper;

then this Agreement, may, at the option of the Redeveloper, be terminated by written notice thereof to the Authority, and, except with respect to the return of the Earnest Money Deposit, neither the

Authority nor the Redeveloper shall have any further rights against or liability to the other under this Agreement with respect to the terminated portion thereof.

**SECTION 703. Termination by Authority Prior to Conveyance.**

In the event that:

- (a) Prior to the conveyance of the Property to the Redeveloper and in violation of this Agreement, which requires, among other things, the consent of the Authority to certain transfers and assignments:
  - (i) the Redeveloper (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein, or in the Property, in a manner not permitted by this Agreement; or
  - (ii) there is any change in the ownership or distribution of the equity, stock, or partnership interests of the Redeveloper, in a manner not permitted by this Agreement; or
- (b) The Redeveloper does not submit evidence, satisfactory to the Authority, of financing capacity and any commitments necessary for the construction of the Improvements, in accordance with Part I, Section 5 of this Agreement; or
- (c) The Redeveloper shall fail to submit Construction Documents to the Authority, in the manner and by the dates provided in Part I, Section 5, or the Redeveloper shall fail to obtain the approval of such Construction Documents by the Authority within the times provided in Part I, Section 5; or
- (d) The Redeveloper does not pay the consideration and take title to the Property upon tender of conveyance by the Authority pursuant to this Agreement; or
- (e) The Redeveloper fails to perform any of the material covenants or obligations required of the Redeveloper under this Agreement;

and, if any default or failure referred to in this Section 703 shall not be cured within thirty (30) days after the date of written demand by the Authority; then this Agreement, and any rights of the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Authority or any portion of the Property, may, at the option of the Authority, be terminated by the Authority, in which event, the Earnest Money Deposit shall be retained by the Authority as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the

Redeveloper (or assignee or transferee) nor the Authority shall have any further rights against or liability to the other under this Agreement.

**SECTION 704. Revesting Title in Authority Upon Happening of Event Subsequent to Conveyance to Redeveloper.**

In the event that subsequent to conveyance to the Redeveloper of the Property or any part thereof and prior to completion of the Improvements to be made on the Property, as certified by the Authority:

- (a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements after written demand by the Authority so to do; or
- (b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien not authorized by the Agreement, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or
- (c) there is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the equity, stock, or partnership interests of the Redeveloper (except Permitted Transfers), and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

then the Authority shall have the right to reenter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall



revert to the Authority; Provided, that such condition subsequent and any reversion of title as a result thereof in the Authority:

- (a) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (b) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 307 hereof.

**SECTION 705. Resale of Reacquired Property; Disposition of Proceeds.**

Upon the reversion in the Authority of title to the Property or any part thereof as provided in Section 704, the Authority shall, pursuant to its responsibilities under state law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Improvements or such other Improvements in their stead as shall be satisfactory to the Authority and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the Authority, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Authority, 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 Authority 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 (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt), any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its 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 Authority by the Redeveloper, its successors or transferees; and
- (b) Second, to reimburse the Redeveloper, its successors or transferee, up to the amount equal to (1) the sum of the Purchase Price paid by it for the Property (or allocable to the part thereof), all advances of the acquisition costs made by the Redeveloper to the

Authority, if any, and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Authority.

**SECTION 706. Other Rights and Remedies of Authority; No Waiver by Delay.**

The Authority shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Redeveloper, and its successors in interest and assigns (except for such individual parts, portions or parcels of the Property upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with this Agreement, and for which a Certificate of Completion as provided in Section 307 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof), in the Property, and the reversioning of title thereto in the Authority; provided, that any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way (it being the intent of this provision that the Authority should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Authority with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Authority with respect to any other defaults by the Redeveloper under this Section or with respect to the particular default except to the extent specifically waived in writing.

**SECTION 707. Forced Delay in Performance for Causes Beyond Control of Party.**

For the purpose of any of the provisions of the Agreement, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, 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, discovery of additional environmental matters which interfere with the construction of the Improvements, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such

forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

**SECTION 708. Rights and Remedies Cumulative.**

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or 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 with respect to the particular obligation of the other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

**SECTION 709. Party in Position of Surety with Respect to Obligations.**

The Redeveloper for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

**ARTICLE VIII. MISCELLANEOUS**

**SECTION 801. Conflict of Interests; Authority Representatives not Individually Liable.**

No member, official, 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 or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Authority shall be personally liable to the Redeveloper, 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 the Redeveloper or successor on any obligations under the terms of the Agreement.

## **SECTION 802. Equal Employment Opportunity.**

The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in this Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
- (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper

may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

### **SECTION 803. Provisions Not Merged With Deed.**

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to any portion of the Property from the Authority to the Redeveloper or any

successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

#### **SECTION 804. Titles of Articles and Sections.**

Any titles of the several parts, Articles and Sections of this Agreement, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

#### **SECTION 805. Other Federal Requirements.**

With respect to any redevelopment and construction obligation imposed on the Redeveloper by this Agreement, the following provisions shall apply:

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include said Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not

let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

#### **SECTION 806. No Broker Agreement.**

Each party hereto represents to each other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party hereto 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 foregoing representations.

#### **SECTION 807. Applicable Law, Severability and 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 or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision, or portion thereof, and each provision of this Agreement shall be 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 that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

#### **SECTION 808. Amendments to Agreement.**

This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.

#### **SECTION 809. 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.

**SECTION 810. 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.

**SECTION 811. 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.

**SECTION 812. Formalities and Authority.**

The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.



## **SCHEDULE A – Legal Description of Property**

The legal description is subject to adjustment as to exact boundaries, dimensions, interests, and final determination based on a survey.

### Tract 1:

The west 6 feet of Lot 14, Block 14, together with the north 10 feet of the alley vacated by Ordinance No. 16,193 recorded in Book 4775, page 1729 adjacent on the south, BRUSHA'S 2ND ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 5 of Plats, page 19.

### Tract 2:

The south 20 feet of Lots 1 and 2 together with the north half of vacated N.W. 3rd Street adjacent thereto, Block 1, CAREY AND WEAVER'S ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 3 of Plats, page 18.

### Tract 3:

The north half of the following:

Vacated N.W. 3rd Street also known as Dean A. McGee between North Lee Avenue and North Shartel Avenue, Oklahoma City, Oklahoma County, Oklahoma, more particularly described as follows:

BEGINNING at a point 15 feet South of the northwest corner of Lot 2, Block 2, CAREY AND WEAVER'S ADDITION;

THENCE North a distance of 80 feet to a point 15 feet North of the southwest corner of 2, Block 1, CAREY AND WEAVER'S ADDITION;

THENCE East a distance of 329.6 feet to the southeast corner of Block 3, BENNETT AND GERSON'S ADDITION;

THENCE South a distance of 80 feet to the northeast corner of Block 4, BENNETT AND GERSON'S ADDITION;

THENCE West a distance of 329.6 feet to the POINT OR PLACE OF BEGINNING.

Less and except the south 20 feet of Lots 1 and 2 together with the north half of vacated N.W. 3rd Street adjacent thereto, Block 1, CAREY AND WEAVER'S ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 3 of Plats, page 18.

### Tract 4:

Lot 14, except the west 6 feet thereof, and all of Lots 15 through 26, Block 14, together with the north 10 feet of the alley vacated by Ordinance No. 16,193 recorded in Book 4775, page 1729 adjacent on the south, BRUSHA'S 2ND ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 5 of Plats, page 19.

And

Lots 1 through 11, Block 3, together with the south 10 feet of the alley vacated by Ordinance No. 16,193 recorded in Book 4775, page 1729 adjacent on the north, BENNETT AND GERSON ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 5 of Plats, page 3.

And

Lots 1 and 2, except the south 20 feet thereof, Block 1, CAREY AND WEAVER'S ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 3 of Plats, page 18.

And

A strip of land bounded as follows:

BEGINNING at the northeast corner of Lot 1, Block 1, CAREY AND WEAVER'S ADDITION; THENCE North 30.00 feet (measured as 34.40 feet) to the south line of alley;

THENCE West 50.00 feet to a point 30 feet (measured as 34.40 feet) North of the northwest corner of Lot 2, Block 1, CAREY AND WEAVER'S ADDITION;

THENCE South 30.00 feet (measured as 34.40 feet) to the northwest corner of Lot 2, Block 1, CAREY AND WEAVER'S ADDITION;

THENCE East 50 feet on the north line of Lots 1 and 2, Block 1, CAREY AND WEAVER'S ADDITION to the POINT OF BEGINNING.

### SCHEDULE A-1 – Depiction of Property



## SCHEDULE B – Form of Deed

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

EXEMPT DOCUMENTARY STAMP TAX  
O.S. Title 68, Article 32, Section 3202, Paragraph 11

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

## SPECIAL WARRANTY DEED

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

**WHEREAS**, the Northeast Renaissance Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the “Urban Renewal Plan”) for the Central Business District Urban Renewal Project, 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; and

**WHEREAS**, The City of Oklahoma City (“City”) has authorized the Oklahoma City Urban Renewal Authority (“Authority”) to administer and implement certain activities pursuant to the Urban Renewal Plan; and

**WHEREAS**, pursuant to the Urban Renewal Plan and the Oklahoma Urban Renewal Law, Title 11, Oklahoma Statutes, Section 38-101, *et seq.*, the Authority is authorized to transfer individual portions of land in the urban renewal area pursuant to the objectives of the Urban Renewal Plan; and

**WHEREAS**, the Authority and 700 West 4<sup>th</sup>, LLC have entered into a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) whereby the Redeveloper has agreed to undertake the redevelopment of certain real property located in the urban renewal area; and

**WHEREAS**, pursuant to the Redevelopment Agreement, 700 West 4<sup>th</sup>, LLC has agreed to undertake such redevelopment in accordance with the public purposes which the City has adopted and undertaken pursuant to the Urban Renewal Plan and the provisions and requirements of applicable state and local laws.

**NOW, THEREFORE**, this Deed, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (hereinafter referred to as the “Grantor”), acting herein pursuant to the above-mentioned law, and

**700 WEST 4<sup>TH</sup>, LLC** (hereinafter referred to as the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of TEN DOLLARS (\$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 to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, Oklahoma, together with improvements and fixtures located thereon, and all rights of ways, privileges and appurtenances pertaining thereto, known and described as:

**LEGAL DESCRIPTION**

(the “Property”);

Less and except any interest in and to oil, gas, coal, metallic ores and other minerals previously reserved or conveyed of record; and

Subject to any and all easements, restrictions, covenants, conditions and reservations of record, as described in the attached Exhibit A, applicable to the Property conveyed herein or any part thereof (the “Title Exceptions”).

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, except for the Title Exceptions, 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, FIFTH, SIXTH, and SEVENTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees and lessees forever to these covenants and conditions which covenants and conditions are as follows:

**FIRST:** The Grantee shall devote the Property hereby conveyed only to the uses and requirements permitted by the Urban Renewal Plan and applicable zoning.

**SECOND:** The Grantee 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 5 of the Redevelopment Agreement and for additional funds, if any, in an amount not to exceed the consideration herein specified (hereinafter referred to as 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 pursuant to the Redevelopment Agreement have been completed.

**THIRD:** The Grantee 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 October 31, 2020, and the aforesaid improvements shall be completed no later than December 31, 2022.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee 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, there shall be no transfer, and the Grantee shall not permit any transfer, by any party, owning twenty-five percent or more of the stock or partnership interests of the Grantee, of such stock or partnership interest, nor shall there be, or be suffered to be by the Grantee, any other similarly significant change in the ownership or interest of such stock or interest or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantee or the degree thereof, by any other method or means including, but not limited to, increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise.

**FIFTH:** The Grantee agrees for itself 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:** If the Property described herein is within an increment district established pursuant to 62 Okla. Stat. §850, *et seq.*, and the Grantee (or successor) is a public or private not for profit entity, the Grantee shall make payments in lieu of ad valorem taxes, commencing in any year in which an ad valorem tax exemption on the Property is in effect and all or a portion of the Property is leased or subleased to a private user not entitled to a tax exemption and terminating upon the termination of such increment district, on such private leasehold and the improvements thereon determined as if there were no tax exemption multiplied by a fraction, the numerator of which is the leaseable floor area of such private leasehold(s) and the denominator of which is the gross leaseable floor area of the improvements on the above-described Property, which payments in lieu of ad valorem taxes shall be paid to the County Treasurer of Oklahoma County at the same time and in the same manner and with the same interest and penalties thereon as other ad valorem taxes, which payment obligations pursuant to this covenant numbered SIXTH are secured by a lien (or liens) in favor of the apportionment fund of the increment district arising annually at the same

time, in the same manner, having the same priority, and subject to the same enforcement and remedies as liens to secure the annual payments of other ad valorem taxes, which lien or liens may also be evidenced by written notice executed by or on behalf of the County, the City of Oklahoma City, or the duly authorized designee of the City of Oklahoma City and filed in the records of the County Clerk of Oklahoma County, and which lien or liens may also be enforced by the County, the City of Oklahoma or on its behalf by its authorized designee by foreclosure in the same manner as foreclosure of a mortgage.

**SEVENTH:** Grantee, its successors or assigns, shall not use, access, obtain, extract, capture or otherwise bring to the surface any groundwater, including all percolating water and all water in known aquifers or aquifers discovered in the future, for any use or purpose whatsoever.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2039. 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 from its obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the Property hereby conveyed or any part thereof. The covenants numbered FIFTH and SEVENTH shall remain in effect without any limitation as to time. The covenant numbered SIXTH shall terminate upon the termination of increment district.

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 furnishes a Certificate of Completion (as hereinafter provided) as to any individual part or parcel and in case such breach or such violation shall not be cured, ended or remedied pursuant to the Redevelopment Agreement within ninety (90) days after written demand by the Grantor so to do with respect to covenants numbered SECOND and FOURTH and six (6) months after written demand by the Grantor so to do with respect to covenants numbered 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 terminate, 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 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 Urban Renewal 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 revesting 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, its 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 and its successors or transferees; and

**SECOND:** The Grantee, its successors or transferees is to be reimbursed up to an amount equal to the sum of the consideration specified herein and the related acquisitions costs paid by the Grantee to the Grantor (or allocable to the part thereof) plus the amount 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 FIFTH and SEVENTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST and FIFTH; the United States shall be deemed a beneficiary of the covenant numbered FIFTH; and the City of Oklahoma City, its designee, and Oklahoma County (hereinafter "County") shall each be deemed a beneficiary of the covenant numbered SIXTH; and such covenants shall run in favor of the Grantor, the City of Oklahoma City, the United States, the Authority and the County 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, the United States, the Authority, or the County 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 and FIFTH, the United States, in the event of any breach of the covenant numbered FIFTH, and the City of Oklahoma City, its designee, and the County, in the event of any breach of the covenant numbered 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 with respect to any individual parts or parcels in accordance with the provisions of the construction plans and the Redevelopment Agreement, the Grantor will furnish the Grantee with an appropriate instrument (the "Certificate of Completion") 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 and evidence of the 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.

The Certificate of Completion 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 provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said improvements in accordance with the Redevelopment Agreement and what measures or acts will be necessary for the Grantee 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 similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

**IN WITNESS WHEREOF**, the name of the Grantor is hereunto affixed by Catherine O'Connor, its Executive Director, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**IN WITNESS WHEREOF**, the name of the Grantee is hereunto affixed by Ron Bradshaw, its Manager, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.





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

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared Ron Bradshaw, to me known to be the identical persons who subscribed the name of the Grantee thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC, NO.: \_\_\_\_\_

My Commission expires:

(Seal)

\_\_\_\_\_

## **SCHEDULE C – Permitted Title Exceptions**

None.

[To be updated and revised on or before closing to reflect any additional matters or exceptions to fee simple title to the Property which are listed as exceptions in the Title Commitment, as approved, or waived as a Title Objection by the Redeveloper.]



**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: February 3, 2020  
Ref: Resolution Approving Lease Agreement By and Between Oklahoma City Urban Renewal Authority and the Young Men's Christian Association of Greater Oklahoma City

**Background:** OCURA owns property located at the southeast corner of N.W. 4<sup>th</sup> St. and EK Gaylord Blvd. The YMCA has previously leased a portion of the property from the previous owners and utilized it as a parking lot and open space. The YMCA desires to continue leasing the property from OCURA until the redevelopment of the site. The proposed lease agreement has been negotiated.

**Summary of Agenda Item:** The resolution approves the lease agreement between OCURA and the YMCA.

**Recommendation:** Approval of Resolution.

**Attachments:** Map.

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

**RESOLUTION APPROVING LEASE AGREEMENT BY AND BETWEEN OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER OKLAHOMA CITY**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the Amended and Reissued Central Business District Urban Renewal Plan, (Project Okla. R-30), as amended (“Urban Renewal Plan”), pursuant to the approval and direction of the City of Oklahoma City in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*; and

**WHEREAS**, the Authority owns the real property generally located at the southeast corner of Northwest 4<sup>th</sup> Street and E.K. Gaylord Boulevard, as more particularly described and depicted on the attached Exhibit A (“Property”); and

**WHEREAS**, the Young Men’s Christian Association of Greater Oklahoma City (“YMCA”) has previously leased a portion of the Property from prior owners and utilized the Property as a surface parking lot and open space for its employees, guests, agents, lessees, members, invitees, and licensees; and

**WHEREAS**, YMCA desires to continue to lease the Property for use as a surface parking lot and open space for YMCA programs; and

**WHEREAS**, the Authority has issued requests for redevelopment proposals for the Property and Authority staff is reviewing responses thereto; and

**WHEREAS**, the Authority anticipates that the process for the selection of a redeveloper, negotiation of a contract for sale of land and redevelopment for the Property, and conveyance of the Property for redevelopment will take several months during which time the Property would otherwise sit vacant; and

**WHEREAS**, the Executive Director and Authority staff deem it appropriate and desirable to approve the proposed Lease Agreement with YMCA whereby the Authority leases the Property to YMCA for its limited use as a parking lot and open area for YMCA programs on terms that allow for termination of the lease upon selection and conveyance of the Property to a redeveloper.

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

1. The proposed Lease Agreement with the Young Men’s Christian Association of Greater Oklahoma City is hereby approved, and the Executive Director of the Authority is authorized to execute the Lease Agreement and to take such actions and execute such documents as may be necessary to carry out the Lease 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 to take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Lease Agreement.

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 at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **3<sup>rd</sup> day of February, 2020**; 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.

---

SECRETARY

(SEAL)

## EXHIBIT A

### Legal Description and Depiction of Property

#### PARCEL A

A part of Lot 3 thru 12, and a part of Lots 30, 31, 32 and all of Lots 27 thru 29, Block 10, and the vacated alley adjacent thereto, Original Oklahoma City Addition, Oklahoma City, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point on the North line of Lot 12, said Block 10, said point being 10 feet North  $89^{\circ}59'45''$  East of the Northwest corner of said Lot 12;

Thence North  $89^{\circ}59'45''$  East along the North line of said Block 10 a distance of 140.0 feet to a point in the centerline of the vacated north-south alley;

Thence due South along the centerline of said vacated alley a distance of 150.0 to a point on the centerline of the east-west vacated alley;

Thence North  $89^{\circ}59'45''$  East along the centerline of said vacated alley a distance of 160.0 feet;

Thence due South along the East line of Lot 27, said Block 10 extended, a distance of 150.0 feet to the Southwest corner of said Lot 27;

Thence South  $89^{\circ}59'45''$  West along the South line of said Block 10 a distance of 82.60 feet;

Thence North  $49^{\circ}26'28''$  West a distance of 193.95 feet to a point of curvature;

Thence along a curve to the right having a radius of 228.86 feet a distance of 187.48 feet to a point;

Thence North  $44^{\circ}22'28''$  East a distance of 13.99 feet to the point or place of beginning.

#### PARCEL B

A tract of land lying in Block 10, OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the plats thereof recorded in Book 1 of Plats, Page 2, and Book 1 of Plats, Page 11, Oklahoma County records, and containing within its bounds All of Lots 13 through 26, inclusive, Block 10, and Lots 33 through 40, inclusive, Block 10, the East Half of the north-south alley adjacent to Lot 13, Block 10, the North Half of the east-west alley adjacent to Lots 13 through 18, Block 10, and all of the east-west alley adjacent to Lots 19 through 26 and Lots 33 through 40, Block 10, said north-south alley and a portion of said east-west alley being vacated by Ordinance No. 15970 recorded in Book 4712, Page 58, and Book 4717, Page 1725, and the remaining portion of said east-west alley being closed by Ordinance No. 11177 recorded in Book 3319, Page 101, and Ordinance No. 5756 recorded in Book 834, Page 313, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of Lot 36, Block 10, OKLAHOMA CITY;



THENCE South 00°02'10" East, along the east line of said Block 10, a distance of 300.00 feet to the southeast corner of Lot 37 of said Block 10;

THENCE South 89°57'50" West, along the south line of said Block 10, a distance of 200.00 feet to the southwest corner of Lot 26 of said Block 10;

THENCE North 00°02'10" West, along the west line of said Lot 26, and said line extended, a distance of 150.00 feet to the centerline of the east-west alley in said Block 10;

THENCE South 89°57'50" West, along the centerline of said east-west alley, a distance of 160.00 feet to the centerline of the north-south alley in said Block 10;

THENCE North 00°02'10" West, along the centerline of said north-south alley, a distance of 150.00 feet to a point on the north line of said Block 10;

THENCE North 89°57'50" East, along the north line of said Block 10, passing at a distance of 10.00 feet the northwest corner of Lot 13 of said Block 10, and continuing for a total distance of 360.00 feet to the POINT OF BEGINNING.



EXHIBIT A

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this “**Lease**”) is made and entered into as of the \_\_\_\_\_ day of February, 2020 between **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (“**Landlord**”) and **THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER OKLAHOMA CITY**, an Oklahoma non-profit corporation (“**Tenant**”).

**1. Premises.** During the Term (as defined below), Landlord hereby leases exclusively to Tenant and Tenant hereby leases from Landlord that certain real property consisting of a parking lot and certain unimproved property adjacent thereto located in the 100 block of NW 4<sup>th</sup> Street, Oklahoma City, Oklahoma, which is more particularly described on **Exhibit A** and depicted on the illustration on **Exhibit A-1** each attached hereto and made a part hereof (said property and any improvements thereon are hereinafter referred to as the “**Premises**”). Landlord represents and warrants to Tenant that Landlord owns the Premises, free and clear of all liens or encumbrances except those filed of record.

**2. Term.** The initial term of this Lease shall commence on November 15, 2019, and expire on February 28, 2021 (the “**Initial Term**”). Provided that Tenant is not then in default, the Lease shall automatically extend and renew for additional and consecutive terms of one (1) year (the “**Renewal Term**”) upon the same terms and conditions as set forth herein unless Landlord or Tenant gives the other notice of nonrenewal not less than sixty (60) days before the end of the then current term. The Initial Term and any Renewal Term are collectively referred to herein as the “**Term.**”

**3. Rent.** During the Term, Tenant shall pay to Landlord rent for the Premises in the amount of One Hundred Dollars (\$100.00) per annum payable on the date of this Lease and on the first day of any Renewal Term.

**4. Termination.** Either party may terminate this Lease, with or without cause, and at any time during the Term, upon giving ninety (90) days prior written notice to the other party. Tenant understands and agrees that Landlord is actively solicitating redevelopment proposals for the Premises and may, at any time during the Term, convey the Premises to a third party for the purpose of redevelopment of the Premises. If Landlord enters into an agreement to sell the Premises, Landlord shall provide written notice to Tenant within thirty (30) days of the execution of an agreement to sell the Premises and providing that the Lease will terminate upon the earlier of Landlord’s authorization to the third party purchaser for early entry to the Premises or Landlord’s conveyance to the third party purchaser of the Premises. Tenant agrees to provide a release of memorandum of lease or such documentation necessary to provide any purchaser of the Premises with title free and clear of obligations under the Lease.

5. **Taxes and Other Charges.** Tenant shall be responsible to directly pay all ad valorem taxes (the “**Ad Valorem Taxes**”) and special assessments (the “**Special Assessments**”) on the Premises, if any, (including any interest, late fees or penalties relating thereto), within thirty (30) days of receipt from Landlord of the assessment or other documents reasonably acceptable to Tenant reflecting the amount due for such Ad Valorem Taxes or Special Assessments. Tenant shall also pay (a) all taxes, insurance premiums, license fees, permit fees and all other charges resulting from Tenant’s occupancy of the Premises described herein or the use thereof; and (b) all utility charges incurred by Landlord or Tenant attributable to Tenant’s occupancy of the Premises which accrue during Tenant’s occupancy of the Premises. Tenant shall have the right, at its sole cost and expense, to protest any tax for which it is responsible on the Premises and Landlord shall reasonably cooperate with Tenant in connection with any such protest.

6. **Maintenance.** Tenant shall maintain the Premises in good condition during the Term, which shall include, but not limited to, keeping the Premises in a neat and orderly condition, free of debris. Tenant shall at Tenant’s expense make all repairs of every nature and description to the Premises, including but not limited to, landscape maintenance, snow removal, asphalt repair and replacement and repairs or alterations mandated by Federal, State, County, Municipal or other lawful authority. Maintenance costs, which shall be defined as routine maintenance expenditures undertaken to repair and preserve and operate the Premises (including but not limited to landscape maintenance and snow removal) shall be performed by and the responsibility of Tenant. For clarity, maintenance costs shall include replacement of the parking lot or any repairs constituting capital expenditures as determined in accordance with generally accepted accounting principles.

7. **Alteration, Inspection and Condition of Property.** Tenant shall make no alterations or changes to the Premises without having obtained Landlord’s prior written consent (which may be withheld by Landlord in Landlord’s sole discretion). Tenant shall return the Premises to Landlord at the expiration or other termination of this Lease in good order and condition, reasonable wear and tear excepted. Tenant shall pay all charges for services rendered or material furnished to the Premises pursuant to contracts with Tenant before such charges become delinquent. If any lien statement arising solely from a contract made by Tenant is filed against the Premises or the leasehold created by this Lease, within thirty (30) days of Tenant receiving actual notice of the lien statement Tenant shall either cause the lien statement to be released or deposit a bond in conformity with the requirements of 42 O.S. § 147.1. Landlord’s employees and representatives shall at all times have the right to enter the Premises for the purposes of inspection, alteration or repair; provided, however, this provision shall not be deemed to impose upon Landlord any obligation to effect repairs. Tenant acknowledges that Tenant is taking the Premises AS-IS and Landlord is making no representations or warranties as to the condition of the Premises.

8. **Use.** Tenant may use the designated parking areas on the Premises solely for the purpose of the temporary parking of passenger motor vehicles by Tenant, its employees, guests, agents, lessees, members, invitees, and licensees. Tenant may use the other areas of the Premises for Tenant’s programs. Any other use of the Premises without the written consent of Landlord is prohibited. The Premises shall not be used for the storage of vehicles. Tenant will not use the

Premises for any illegal purpose or in such a manner as to be in violation of any local zoning laws, ordinances, special use permits, or other governmental regulations that affect the use of the Premises. Tenant, at Tenant's sole cost and expense, shall be responsible for all signage in connection with the operation of a parking lot on the Premises, which signage shall be subject to the approval of Landlord, not to be unreasonably withheld. Tenant shall reasonably monitor the use of the parking lot to attempt to prevent parking on any areas other than the designated parking areas.

**9. Assignment and Subletting.** This Lease may not be assigned, pledged, mortgaged, transferred by Tenant without the prior written consent of Landlord (which consent may be withheld by Landlord, in its sole discretion). This Lease may be assigned by Landlord without the consent of Tenant.

**10. Indemnity; Insurance.** Tenant hereby releases and agrees to defend, indemnify and save Landlord harmless from any and all losses, claims, demands, suits, actions, judgments, fines or payments for or on account of injury, including death, to any person, including employees, servants and agents of Tenant and Landlord, damage to any property, including property of Tenant and Landlord, or violation of any law, agency ruling or regulation arising out of the condition, operation, use or occupancy of the Premises. Landlord shall not be responsible for any theft or any other loss to any motor vehicles or other property located on the Premises except to the extent resulting from Landlord's gross negligence or willful misconduct.

**11. Tenant Liability Insurance.** Tenant, at its own cost and expense, shall maintain commercial general liability and property liability insurance with liability limits of not less than Three Million Dollars (\$3,000,000.00) for injury to or death of one or more persons in any one occurrence and for the benefit of Landlord and Tenant.

**12. Environmental Conditions.** Tenant shall be responsible for and shall indemnify, defend and save Landlord harmless from the cost of any environmental type cleanup, in the event the use by Tenant of the Premises causes the Premises to be contaminated with any substances or conditions regulated under the environmental requirements of any applicable jurisdiction, including but not limited to regulations imposed by the Environmental Protection Agency. These obligations shall survive the termination of this Lease.

**13. Waiver of Terms.** The waiver of any breach of any of the covenants, conditions or stipulations hereof shall not be taken to be a waiver of any subsequent breach of same or any of the covenants, conditions or stipulations hereof nor shall any failure of Landlord to enforce its rights or seek remedies upon any default of Tenant with respect to its obligations hereunder or any of them, prejudice or affect the rights or remedies of Landlord in the event of any subsequent default or defaults of Tenant. No prior stipulation, agreement or understanding of the parties or their agents in respect to the subject matter of this Lease shall be valid or enforceable unless embodied in this Lease or covered by these provisions. The right of either party to require strict performance of this Lease shall not be affected by any previous waiver or course of dealings.

**14. Condemnation; Casualty.** Landlord or Tenant may terminate this Lease if the Premises is condemned or given up voluntarily or involuntarily for public or quasi-public use and such condemnation shall result in the Premises being “untenantable.” For purposes hereof, “untenantable” shall mean a condition whereby Tenant’s use of or access to all or a material portion of the Premises is rendered unusable for Tenant’s use of the Premises as a parking lot as contemplated hereby. In such event, Landlord shall be entitled to the total award for any condemnation. In the event this Lease is not terminated upon condemnation of the Premises or any part thereof as provided above, then Landlord shall promptly restore the remaining portion of the Premises for Tenant’s use and the rent due hereunder shall be proportionately adjusted as of the date of such taking. In the event the Premises are materially damaged or destroyed by fire or other casualty, Tenant shall give immediate notice to Landlord and either Landlord or Tenant shall have the option to terminate this Lease as of the date of such damage by giving notice of election to do so if the Premises are deemed untenable. If this Lease is not so terminated, Landlord shall promptly proceed with all work necessary to restore, repair, replace, rebuild or alter the improvements located on the Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction to be commenced promptly and prosecuted with reasonable diligence, during which time the rent due hereunder shall be abated.

**15. Compliance with Laws.** Tenant will promptly comply with all applicable laws, ordinances and regulations of federal, state, county, municipal or any other lawful authorities pertaining to the use and occupancy of the Premises.

**16. Bankruptcy.** Should Tenant make an assignment for the benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Landlord, at its option, may terminate all rights of Tenant or its successors in interest under this Lease upon thirty (30) days written notice to Tenant.

**17. Attorneys’ Fees.** In case either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, and the non-defaulting party places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder or recovery of the possession of the Premises in the hands of an attorney or files suit upon the same, the non-prevailing party agrees to pay the Prevailing Party its reasonable attorneys’ fees. The term “**Prevailing Party**” includes a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

**18. Default.** If Tenant defaults in the payment of rent or any part thereof within five (5) business days after written notice is given of the amount of rent due and unpaid, or if Tenant defaults in the performance of any other term or condition of this Lease and fails to correct such default or commence corrective action within thirty (30) calendar days after receipt of written notice from Landlord describing the default, Tenant will be considered to have breached this Lease.

Upon the occurrence of any of the aforesaid events of default Landlord shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever: (i) terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord; (ii) without terminating this Lease, enter upon the Premises and, without disturbing Tenant's occupancy of the Premises, do whatever Tenant is obligated to do under the terms of this Lease whereupon Tenant shall reimburse Landlord upon demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease; or (iii) pursue any other remedy permitted in law or in equity.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law. Nothing provided by law or contained herein shall be deemed to obligate Landlord to expend any funds.

In the event of any breach or threatened breach by Tenant of any covenants, agreements, terms, or conditions of this Lease, Landlord shall be entitled to enjoin the breach or threatened breach, and in addition to the rights and remedies provided hereunder, shall have any other right or remedy allowed at law or equity, by statute, or otherwise.

**19. No Broker.** Landlord and Tenant hereby represent to the other that there have been no brokers involved in this transaction.

**20. Notice.** All notices required or permitted under this Lease shall be in writing and delivered to the person to whom the notice is directed (a) in person (provided that such delivery is confirmed by the courier delivery service), (b) by expedited delivery service with proof of delivery, (c) by United States Mail, postage prepaid, as a Registered or Certified item, Return Receipt Requested, or (d) by electronic mail with read-receipt confirmation (followed by hard copy delivered in accordance with preceding subsections (a), (b) or (c)). Notices delivered by personal delivery shall be deemed to have been given at the time of such delivery. Notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed; and Notices by email shall be effective upon receipt, as provided below.

The proper address for Landlord is as follows:

Oklahoma City Urban Renewal Authority  
105 N. Hudson, Suite 101  
Oklahoma City, Oklahoma 73102  
Attn: Catherine O'Connor  
Email: cathy.oconnor@theallianceokc.org

The proper address for Tenant is as follows:

YMCA of Greater Oklahoma City  
500 N. Broadway, Suite 500  
Oklahoma City, Oklahoma 73102  
Attn: Kelly Kay, CEO

Email: kkay@ymcaokc.org

Either party may change the address to which notices under this Lease are to be directed as to such party by notice given in the manner provided herein.

**21. Security Deposit.** No security deposit shall be due under this Lease.

**22. Estoppel Certificate.** Within thirty (30) days after request thereof by Landlord, Tenant agrees to execute and deliver in recordable form an estoppel certificate to any proposed mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there has been any modification, that the same is in full force and effect as modified, and stating the modification), that there are no defenses or offsets thereto (or specifically stating those claimed by Tenant), and the dates to which rent and other charges have been paid, and stating such other matters as Landlord may require concerning this Lease, or the Premises. Such estoppel certificate shall be consistent with the form of estoppel certificate delivered by Landlord to Tenant concurrently with its execution hereof.

**23. Complete Agreement.** This Lease contains a complete expression of the agreement between the parties and there are not promises, representations or inducements except such as are herein provided.

**24. Recordation.** This Lease shall not be recorded, but a memorandum, in a form reasonably agreed to by Landlord and Tenant, may be prepared, signed by the parties, and recorded in the County where the Premises are located. The aforesaid memorandum shall contain such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the term, the property involved and whether options to renew or purchase exist.

[NO FURTHER TEXT ON THIS PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Lease the day and year first written above.

**LANDLORD:**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY,**  
an Oklahoma public body corporate

By: \_\_\_\_\_

Name: Catherine O'Connor

Its: Executive Director

**TENANT:**

**THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF  
GREATER OKLAHOMA CITY,**  
an Oklahoma non-profit corporation

By: \_\_\_\_\_

Name: Kelly Kay

Its: President and Chief Executive Officer



**EXHIBIT A**  
**(LEGAL DESCRIPTION)**

**PARCEL A**

A part of Lot 3 thru 12, and a part of Lots 30, 31, 32 and all of Lots 27 thru 29, Block 10, and the vacated alley adjacent thereto, Original Oklahoma City Addition, Oklahoma City, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point on the North line of Lot 12, said Block 10, said point being 10 feet North 89°59'45" East of the Northwest corner of said Lot 12;

Thence North 89°59'45" East along the North line of said Block 10 a distance of 140.0 feet to a point in the centerline of the vacated north-south alley;

Thence due South along the centerline of said vacated alley a distance of 150.0 to a point on the centerline of the east-west vacated alley;

Thence North 89°59'45" East along the centerline of said vacated alley a distance of 160.0 feet;

Thence due South along the East line of Lot 27, said Block 10 extended, a distance of 150.0 feet to the Southwest corner of said Lot 27;

Thence South 89°59'45" West along the South line of said Block 10 a distance of 82.60 feet;

Thence North 49°26'28" West a distance of 193.95 feet to a point of curvature;

Thence along a curve to the right having a radius of 228.86 feet a distance of 187.48 feet to a point;

Thence North 44°22'28" East a distance of 13.99 feet to the point or place of beginning.

**PARCEL B**

A tract of land lying in Block 10, OKLAHOMA CITY, Oklahoma County, Oklahoma, according to the plats thereof recorded in Book 1 of Plats, Page 2, and Book 1 of Plats, Page 11, Oklahoma County records, and containing within its bounds All of Lots 13 through 26, inclusive, Block 10, and Lots 33 through 40, inclusive, Block 10, the East Half of the north-south alley adjacent to Lot 13, Block 10, the North Half of the east-west alley adjacent to Lots 13 through 18, Block 10, and all of the east-west alley adjacent to Lots 19 through 26 and Lots 33 through 40, Block 10, said north-south alley and a portion of said east-west alley being vacated by Ordinance No. 15970 recorded in Book 4712, Page 58, and Book 4717, Page 1725, and the remaining portion of said east-west alley being closed by Ordinance No. 11177 recorded in Book 3319, Page 101, and Ordinance No. 5756 recorded in Book 834, Page 313, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of Lot 36, Block 10, OKLAHOMA CITY;

THENCE South 00°02'10" East, along the east line of said Block 10, a distance of 300.00 feet to the southeast corner of Lot 37 of said Block 10;

THENCE South 89°57'50" West, along the south line of said Block 10, a distance of 200.00 feet to the southwest corner of Lot 26 of said Block 10;

THENCE North 00°02'10" West, along the west line of said Lot 26, and said line extended, a distance of 150.00 feet to the centerline of the east-west alley in said Block 10;

THENCE South 89°57'50" West, along the centerline of said east-west alley, a distance of 160.00 feet to the centerline of the north-south alley in said Block 10;

THENCE North 00°02'10" West, along the centerline of said north-south alley, a distance of 150.00 feet to a point on the north line of said Block 10;

THENCE North 89°57'50" East, along the north line of said Block 10, passing at a distance of 10.00 feet the northwest corner of Lot 13 of said Block 10, and continuing for a total distance of 360.00 feet to the POINT OF BEGINNING.

**EXHIBIT A-1**  
**(PROPERTY ILLUSTRATION)**



**OKLAHOMA CITY**

**URBAN  
RENEWAL  
AUTHORITY**

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: February 3, 2020  
Ref: Resolution Conditionally Designating a Redeveloper for the Redevelopment of Certain Property Located Near the Intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue, Harrison-Walnut Urban Renewal Plan

**Background:** OCURA is engaged in the implementation of the Harrison-Walnut Urban Renewal Plan and owns real property located southeast of the intersection of Northeast 3rd Street and North Walnut Avenue. Level East, LLC responded to the request for proposals on this property. After reviewing the proposal, staff recommends conditionally designating Level East, LLC a redeveloper.

**Summary of Agenda Item:** The resolution conditionally designating a redeveloper for the redevelopment of property located near the intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue.

**Recommendation:** Approval of Resolution.

**Attachments:** Map.

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

**RESOLUTION CONDITIONALLY DESIGNATING A REDEVELOPER FOR REDEVELOPMENT OF CERTAIN PROPERTY LOCATED NEAR THE INTERSECTION OF NORTHEAST 3<sup>RD</sup> STREET AND NORTH WALNUT AVENUE, HARRISON-WALNUT URBAN RENEWAL PLAN**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority, (“Authority”) is engaged in the implementation of the Harrison-Walnut Urban Renewal Plan (“Urban Renewal Plan”), pursuant to the approval and direction of the City of Oklahoma City in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-101, *et seq.*; and

**WHEREAS**, the Authority owns the real property located southeast of the intersection of Northeast 3<sup>rd</sup> Street and North Walnut Avenue, as described and depicted on the attached Exhibit A, which has been designated for redevelopment by the Urban Renewal Plan (“Property”); and

**WHEREAS**, the Oklahoma City Urban Renewal Authority has previously publicly invited redevelopment proposals for the Property; and

**WHEREAS**, Level East, LLC submitted a response to the public invitation; and

**WHEREAS**, Authority staff reviewed the redevelopment proposal submitted by Level East, LLC in response to the public invitation; and

**WHEREAS**, in accordance with the public invitation and the selection process and upon recommendation of Authority staff, the Board of Commissioners finds that the proposal submitted by Level East, LLC is responsive to the criteria established in the public invitation and is an acceptable initial proposal, and the Board of Commissioners hereby deems it appropriate to conditionally designate Level East, LLC as Redeveloper of the Property; and

**WHEREAS**, the Board of Commissioners deems it appropriate to authorize and direct its Executive Director, staff and Legal Counsel to conduct negotiations with the conditionally designated Redeveloper for a period of ninety (90) days to attempt to reach agreement as to development plans, financial arrangements, price contingencies, and other terms and conditions satisfactory to the Authority, and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

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

1. The proposal submitted by Level East, LLC is deemed to be an acceptable initial proposal, and Level East, LLC is hereby conditionally designated as the Redeveloper for the proposed development site.

2. The Authority's Executive Director, staff, and Legal Counsel are authorized and directed to negotiate with Level East, LLC for a period of ninety (90) days to attempt to reach agreement as to development plans, financial arrangements, price contingencies, and other terms and conditions satisfactory to the Authority and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

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 at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **3<sup>rd</sup> day of February, 2020**; 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 and Depiction of Property

All of Lots Four (4), Five (5), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15), Block Nine (9), of Military Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.





Legend

OK County Boundary

1: 1,128



0.0 0 0.02 0.0 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© OpenStreetMap contributors

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

Notes

Enter Map Description



**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: February 3, 2020

Ref: Resolution Approving a Redevelopment Agreement with Jefferson Park Neighbors Association for Two Residences near the Intersection of North Kelham Avenue and Northeast Euclid Street, John F. Kennedy Urban Renewal Plan

**Background:** In 2018, OCURA issued a Request for Proposals from builders and real estate developers for development of residential homes on scattered lots in the JFK Urban Renewal Area. Jefferson Park Neighbors Association (JPNA) proposes to build two single-family residential homes on OCURA property located near the intersection of North Kelham Avenue and Northeast Euclid Street in the John F. Kennedy Addition in accordance with design guidelines established by OCURA. JPNA plans to utilize the City of OKC's HOME Program funds to construct both homes as affordable housing. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH JEFFERSON PARK NEIGHBORS ASSOCIATION FOR TWO RESIDENCES NEAR THE INTERSECTION OF NORTH KELHAM AVENUE AND NORTHEAST EUCLID STREET, JOHN F. KENNEDY URBAN RENEWAL PLAN**

---

**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 Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with the Jefferson Park Neighbors Association, an Oklahoma not-for-profit corporation (“Redeveloper”), for development of two residences near the intersection of North Kelham Avenue and Northeast Euclid Street, on Lots 29–30 and 31–32 of Block 1, Bath Orchard Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

**WHEREAS**, the proposed purchase price contained in the proposed Redevelopment Agreement is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper, as established by the reuse appraisal currently on file at the offices of the Authority; 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 Redevelopment Agreement with the Redeveloper 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 purchase price of sixty cents per square foot (\$0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants,

conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.

4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

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 at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **3<sup>rd</sup>** day of **February, 2020**; 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)

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**JEFFERSON PARK NEIGHBORS ASSOCIATION**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
JEFFERSON PARK NEIGHBORS ASSOCIATION**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (“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 **JEFFERSON PARK NEIGHBORS ASSOCIATION**, an Oklahoma not-for-profit corporation, having a mailing address of 410 Northwest 25<sup>th</sup> Street, Oklahoma City, Oklahoma 73103 (“Redeveloper”).

**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**, 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 private 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**, the Authority has offered to sell and the Redeveloper is willing to purchase and redevelop 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.     SALE OF PROPERTY AND PURCHASE PRICE**

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor the sum of \$0.60 per square foot of land within the Property (“Purchase Price”), which square footage will be determined by reference to a land survey of the Property commissioned by the Authority. The Purchase Price represents the Property’s fair reuse value of \$0.60 per square foot as established by the reuse appraisal

currently on file at the offices of Oklahoma City Urban Renewal Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

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

- 2.1 Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; 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 the Redeveloper at the time and place of closing and upon payment of the Purchase Price referenced in Article 1.
- 2.3 Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls as a result of the contemplated sale.
- 2.4 Recordation of Deed.** Upon delivery of an executed Deed, the Redeveloper will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed.
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 Closing Costs.** The Authority shall pay the full cost of obtaining a land survey of the Property. The Redeveloper shall pay all fees charged by the closing agent, the full cost to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

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

- 3.1 Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing two new single-family residences thereon as stipulated below:

- (a) The residences shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA) Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.
- (b) The residences shall be situated on the Property, constructed, and landscaped in substantial conformance to all applicable City regulations.

**3.2 Submittal of Redevelopment Plan.** The Redeveloper shall, no later than sixty (60) days before the date construction is to commence pursuant to Section 3.6 below, submit to the Authority a Redevelopment Plan that illustrates the residences' compliance with Section 3.1 above. The residences and all ancillary improvements Redeveloper constructs must reflect the content of an approved Redevelopment Plan. Such Redevelopment Plan shall include:

- (a) **Design Documents.** Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of the residences, as well as plans fixing and describing the size and character of the residences as to structural, mechanical, and electrical systems, any development phasing proposed, and other such essentials as may be determined by the Authority;
- (b) **Project Budget.** A budget showing, at a level of detail satisfactory to the Authority, the full cost of the construction of the residences and appurtenant site improvements ("Improvements");
- (c) **Evidence of Financing Capacity.** Evidence satisfactory to the Authority that the Redeveloper has sufficient financing capacity and any commitments necessary to fund the full cost of the construction of the residences and Improvements; and
- (d) **Construction Contract.** A form of construction contract between the Redeveloper and a licensed construction contractor.

**3.3 Review of Redevelopment Plan.** The Authority, in its discretion, may approve the Redevelopment Plan in sufficient detail to permit fast-track construction. The Authority shall issue its approval, rejection, or further requirements within fifteen (15) days after receipt of the Redevelopment Plan.

**3.4 Approved Redevelopment Plan Required Prior to Commencement Date, Condition Precedent to Conveyance.** The Redeveloper's submittal of a Redevelopment Plan to the Authority and the Authority's approval of that Redevelopment Plan by the Authority must occur prior to the date construction is to commence pursuant to Section 3.6 below. An approved Redevelopment Plan is a condition precedent to the Authority's obligation to convey the Property to the Redeveloper under Article 2 above.

**3.5 Changes to Approved Redevelopment Plan.** If the Authority requires the Redeveloper to make any changes upon review of the Redevelopment Plan, or if the Redeveloper desires to make any substantial or material change in the Redevelopment Plan, the Redeveloper shall submit the proposed change to the Authority in writing for its approval. All such changes must still comply with Section 3.1. The Executive Director will evaluate the proposed change and notify the Redeveloper in writing of the Authority's approval or disapproval within fifteen (15) days or less after the date of the Authority's receipt of notice of such proposed change.

**3.6 Construction Commencement and Completion.** Construction of the residences and Improvements shall be commenced and completed on or before the following listed dates:

**Commencement Date:** May 1, 2020

**Completion Date:** April 30, 2021

**3.7 Progress Reports.** Subsequent to conveyance of the Property or any portion thereof to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports with respect to such construction to the Authority, in such detail and at such times as the Authority may reasonably request.

**3.8 Certificates of Completion.** Promptly after completion of each residence and related Improvements, the Authority will furnish the Redeveloper 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 with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redeveloper 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.

**3.9 Failure to Provide Certificates of Completion.** If the Authority should decline or fail to provide the certification in accordance with the provisions of Section 3.8, then it shall respond in writing, within thirty (30) days after written request by the Redeveloper, as follows. The response shall stipulate in what respects the Redeveloper has failed to complete the residence or 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 the Redeveloper to obtain such certification.

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

**4.1 Restrictions on Use.** The Redeveloper agrees for themselves, and their successors and assigns, and the Deed shall contain covenants to the effect that:

- (a) The Property is limited to uses specified in 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.

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

- (a) The covenants provided in Section 4.1(a) and 4.1(b) 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 Section 4.1(b)), against the Redeveloper, 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 until January 1, 2040.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

**4.3 Mortgage Financing; Rights of Mortgagees.** The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residences and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed, shall be subordinate to the rights of any lender holding a construction loan or first mortgage on the Property. For purposes of this Agreement, the term “Mortgage” includes a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan.

**4.4 Prohibition against Assignment and Transfer.** The Redeveloper may not make or create, nor allow to be made or created, any total or partial sale, assignment conveyance, or lease, or any trust or power, or transfer in any other mode or form—including a change in the qualifications and identity of the Redeveloper or its stockholders, partners (general or limited), or membership—of the Property, or any part or interest in the Property or this Agreement, without the prior written approval of the Authority. The Redeveloper shall be free to transfer the Property without written consent of the Authority following the issuance by the Authority of the Certificate of Completion as set forth in Section 3.6; provided, a transferee expressly assumes any outstanding obligations of the Redeveloper under this Agreement.

## 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 the Redeveloper:

- (a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of the residences and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residences and/or Improvements of the nature contemplated by this Agreement; or
- (b) The Authority 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 by the Redeveloper; or
- (c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property is not free of all contamination requiring remediation; or
- (d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper; or
- (e) The Redeveloper fails to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

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 the Redeveloper 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 the Redeveloper and prior to completion of the residences and/or Improvements, as certified by the Authority:

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residences or 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; or
- (b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or
- (c) There is, in violation of this Agreement, any transfer of the Property, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

then the Authority shall have the right to reenter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redeveloper; provided, that such condition subsequent and any revesting of title as a result in the Authority:

- (d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 310 hereof.

**5.4 Forced Delay in Performance for Causes Beyond Control of Party.**

Neither the Authority nor the Redeveloper, 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 the Redeveloper 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 the Redeveloper, such communication is addressed (or delivered personally) to the Redeveloper in care of:

Jefferson Park Neighbors Association  
410 Northwest 25<sup>th</sup> Street  
Oklahoma City, Oklahoma 73103; and

(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 the Redeveloper, 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 the Redeveloper 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.** 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 the Redeveloper 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 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residences and Improvements provided for in this Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
- (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules,

regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development (“HUD”) may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, “During the performance of this Contract, the Contractor agrees as follows:” and the term “Redeveloper” shall be changed to “Contractor.”

**6.13 Other Federal Requirements.** With respect to any redevelopment and construction obligation imposed on the Redeveloper by this Agreement, the following provisions shall apply:

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

**6.14 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 the Redeveloper have caused this Agreement to be duly executed in its name and on its behalf.

*[SIGNATURE PAGES TO FOLLOW]*





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

All of Lots Twenty-Nine (29) through Thirty (30) and Lots Thirty-One (31) through Thirty-Two (32), Block One (1), Bath Orchard Addition to Oklahoma City, Oklahoma County, in the State of Oklahoma, according to the recorded plat thereof.

**SCHEDULE B  
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[Attached]

**EXHIBIT C**  
**(FORM OF DEED)**

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

Jefferson Park Neighbors Association  
410 Northwest 25<sup>th</sup> Street  
Oklahoma City, Oklahoma 73103

**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 Jefferson Park Neighbors Association have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2020 (“Redevelopment Agreement”), whereby Jefferson Park Neighbors Association 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020,

by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **JEFFERSON PARK NEIGHBORS ASSOCIATION**, an Oklahoma not-for-profit corporation (“Grantee”).

**WITNESSETH:**

That, for and in consideration of the sum of \_\_\_\_\_ DOLLARS and NO/100s (\$\_\_\_\_\_) 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 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 hereby binds themselves and their successors, assigns, Grantee and lessees forever to these covenants and conditions which covenants and conditions are as follows:

**FIRST:** The Grantee 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). Pursuant to the Urban Renewal Plan, the general land use category applicable to said property is residential.

**SECOND:** The Grantee 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 pursuant to the Redevelopment Agreement have been completed.

**THIRD:** The Grantee 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 May 1, 2020, and shall be completed no later than April 30, 2021.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee 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 agrees 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 agrees 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 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 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, 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 and their successors or transferees; and

**SECOND:** To reimburse the Grantee, 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 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 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 provide the Grantee with a written statement, indicating in what respects the Grantee have failed to duly complete said improvements in accordance with the Redevelopment Agreement and what measures or acts will be necessary for the Grantee to take or perform in order to obtain such certification.

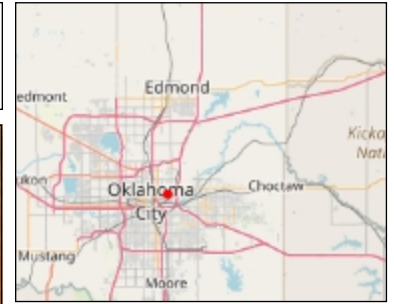
The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the 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 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]*







1: 1,128



0.0 0 0.02 0.0 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

Notes

Two Residences near the Intersection of North Kelham Avenue and Northeast Euclid Street, John F. Kennedy Urban Renewal Plan

**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: February 3, 2019  
Ref: Resolution Approving a Redevelopment Agreement with CG Properties LLC for Two Residences near the Intersection of North Kelham Avenue and Northeast 12<sup>th</sup> Street, John F. Kennedy Urban Renewal Plan

**Background:** In 2018, OCURA issued a Request for Proposals from builders and real estate developers for development of residential homes on scattered lots in the JFK Urban Renewal Area. CG Properties LLC proposes to build two single-family residential homes on OCURA property located near the intersection of North Kelham Avenue and Northeast 12<sup>th</sup> Street in the Bath Orchard Addition in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH CG PROPERTIES LLC FOR TWO RESIDENCES NEAR THE INTERSECTION OF NORTH KELHAM AVENUE AND NORTHEAST 12<sup>th</sup> STREET, 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 Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with CG Properties LLC, an Oklahoma limited liability company (“Redeveloper”), for development of two residences near the intersection of North Kelham Avenue and Northeast 12<sup>th</sup> Street, on Lots 1–2 and 8–9 of Block 1, Bath Orchard Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

**WHEREAS**, the proposed purchase price contained in the proposed Redevelopment Agreement is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement, as established by the reuse appraisal currently on file at the offices of the Authority; 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 Redevelopment Agreement with the Redeveloper 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 purchase price of sixty cents per square foot (\$0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants,



conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.

4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

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 at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **3<sup>rd</sup>** day of **February, 2020**; 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)

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

BETWEEN

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

AND

**CG PROPERTIES LLC**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
CG PROPERTIES LLC**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (“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 **CG PROPERTIES LLC**, an Oklahoma limited liability company, having a mailing address of 3001 Pelham Drive, Oklahoma City, Oklahoma 73120 (“Redeveloper”).

**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**, 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 private 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**, the Authority has offered to sell and the Redeveloper is willing to purchase and redevelop 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.     SALE OF PROPERTY AND PURCHASE PRICE**

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor the sum of \$0.60 per square foot of land within the Property (“Purchase Price”), which square footage will be determined by reference to a land survey of the Property commissioned by the Authority. The Purchase Price represents the Property’s fair reuse value of \$0.60 per square foot as established by the reuse appraisal

currently on file at the offices of Oklahoma City Urban Renewal Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

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

- 2.1 Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; 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 the Redeveloper at the time and place of closing and upon payment of the Purchase Price referenced in Article 1.
- 2.3 Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls as a result of the contemplated sale.
- 2.4 Recordation of Deed.** Upon delivery of an executed Deed, the Redeveloper will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed.
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 Closing Costs.** The Authority shall pay the full cost of obtaining a land survey of the Property. The Redeveloper shall pay all fees charged by the closing agent, the full cost to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

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

- 3.1 Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing two new single-family residences thereon as stipulated below:

- (a) The residences shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA) Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.
- (b) The residences shall be situated on the Property, constructed, and landscaped in substantial conformance to all applicable City regulations.

**3.2 Submittal of Redevelopment Plan.** The Redeveloper shall, no later than sixty (60) days before the date construction is to commence pursuant to Section 3.6 below, submit to the Authority a Redevelopment Plan that illustrates the residences' compliance with Section 3.1 above. The residences and all ancillary improvements Redeveloper constructs must reflect the content of an approved Redevelopment Plan. Such Redevelopment Plan shall include:

- (a) **Design Documents.** Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of the residences, as well as plans fixing and describing the size and character of the residences as to structural, mechanical, and electrical systems, any development phasing proposed, and other such essentials as may be determined by the Authority;
- (b) **Project Budget.** A budget showing, at a level of detail satisfactory to the Authority, the full cost of the construction of the residences and appurtenant site improvements ("Improvements");
- (c) **Evidence of Financing Capacity.** Evidence satisfactory to the Authority that the Redeveloper has sufficient financing capacity and any commitments necessary to fund the full cost of the construction of the residences and Improvements; and
- (d) **Construction Contract.** A form of construction contract between the Redeveloper and a licensed construction contractor.

**3.3 Review of Redevelopment Plan.** The Authority, in its discretion, may approve the Redevelopment Plan in sufficient detail to permit fast-track construction. The Authority shall issue its approval, rejection, or further requirements within fifteen (15) days after receipt of the Redevelopment Plan.

**3.4 Approved Redevelopment Plan Required Prior to Commencement Date, Condition Precedent to Conveyance.** The Redeveloper's submittal of a Redevelopment Plan to the Authority and the Authority's approval of that Redevelopment Plan by the Authority must occur prior to the date construction is to commence pursuant to Section 3.6 below. An approved Redevelopment Plan is a condition precedent to the Authority's obligation to convey the Property to the Redeveloper under Article 2 above.

**3.5 Changes to Approved Redevelopment Plan.** If the Authority requires the Redeveloper to make any changes upon review of the Redevelopment Plan, or if the Redeveloper desires to make any substantial or material change in the Redevelopment Plan, the Redeveloper shall submit the proposed change to the Authority in writing for its approval. All such changes must still comply with Section 3.1. The Executive Director will evaluate the proposed change and notify the Redeveloper in writing of the Authority's approval or disapproval within fifteen (15) days or less after the date of the Authority's receipt of notice of such proposed change.

**3.6 Construction Commencement and Completion.** Construction of the residences and Improvements shall be commenced and completed on or before the following listed dates:

**Commencement Date:** May 1, 2020

**Completion Date:** April 30, 2021

**3.7 Progress Reports.** Subsequent to conveyance of the Property or any portion thereof to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports with respect to such construction to the Authority, in such detail and at such times as the Authority may reasonably request.

**3.8 Certificates of Completion.** Promptly after completion of each residence and related Improvements, the Authority will furnish the Redeveloper 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 with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redeveloper 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.

**3.9 Failure to Provide Certificates of Completion.** If the Authority should decline or fail to provide the certification in accordance with the provisions of Section 3.8, then it shall respond in writing, within thirty (30) days after written request by the Redeveloper, as follows. The response shall stipulate in what respects the Redeveloper has failed to complete the residence or 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 the Redeveloper to obtain such certification.

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

**4.1 Restrictions on Use.** The Redeveloper agrees for themselves, and their successors and assigns, and the Deed shall contain covenants to the effect that:

- (a) The Property is limited to uses specified in 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.

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

- (a) The covenants provided in Section 4.1(a) and 4.1(b) 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 Section 4.1(b)), against the Redeveloper, 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 until January 1, 2040.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

**4.3 Mortgage Financing; Rights of Mortgagees.** The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residences and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed, shall be subordinate to the rights of any lender holding a construction loan or first mortgage on the Property. For purposes of this Agreement, the term “Mortgage” includes a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan.

**4.4 Prohibition against Assignment and Transfer.** The Redeveloper may not make or create, nor allow to be made or created, any total or partial sale, assignment conveyance, or lease, or any trust or power, or transfer in any other mode or form—including a change in the qualifications and identity of the Redeveloper or its stockholders, partners (general or limited), or membership—of the Property, or any part or interest in the Property or this Agreement, without the prior written approval of the Authority. The Redeveloper shall be free to transfer the Property without written consent of the Authority following the issuance by the Authority of the Certificate of Completion as set forth in Section 3.6; provided, a transferee expressly assumes any outstanding obligations of the Redeveloper under this Agreement.

## 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 the Redeveloper:

- (a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of the residences and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residences and/or Improvements of the nature contemplated by this Agreement; or
- (b) The Authority 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 by the Redeveloper; or
- (c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property is not free of all contamination requiring remediation; or
- (d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper; or
- (e) The Redeveloper fails to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

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 the Redeveloper 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 the Redeveloper and prior to completion of the residences and/or Improvements, as certified by the Authority:

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residences or 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; or
- (b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or
- (c) There is, in violation of this Agreement, any transfer of the Property, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

then the Authority shall have the right to reenter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redeveloper; provided, that such condition subsequent and any revesting of title as a result in the Authority:

- (d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 310 hereof.

**5.4 Forced Delay in Performance for Causes Beyond Control of Party.** Neither the Authority nor the Redeveloper, 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 the Redeveloper 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 the Redeveloper, such communication is addressed (or delivered personally) to the Redeveloper in care of:

CG Properties LLC  
3001 Pelham Drive  
Oklahoma City, Oklahoma 73120; and

(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 the Redeveloper, 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 the Redeveloper 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.** 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 the Redeveloper 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 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residences and Improvements provided for in this Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
- (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules,

regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development (“HUD”) may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, “During the performance of this Contract, the Contractor agrees as follows:” and the term “Redeveloper” shall be changed to “Contractor.”

**6.13 Other Federal Requirements.** With respect to any redevelopment and construction obligation imposed on the Redeveloper by this Agreement, the following provisions shall apply:

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

**6.14 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 the Redeveloper have caused this Agreement to be duly executed in its name and on its behalf.

*[SIGNATURE PAGES TO FOLLOW]*







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

All of Lots One (1) through Two (2) and Lots Eight (8) through Nine (9), Block One (1), Bath Orchard Addition to Oklahoma City, Oklahoma County, in the State of Oklahoma, according to the recorded plat thereof.

**SCHEDULE B  
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[Attached]

**EXHIBIT C**  
**(FORM OF DEED)**

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

CG Properties LLC  
3001 Pelham Drive  
Oklahoma City, Oklahoma 73120

**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 CG Properties LLC have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2020 (“Redevelopment Agreement”), whereby CG Properties LLC 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020,

by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **CG PROPERTIES LLC**, an Oklahoma limited liability company (“Grantee”).

**WITNESSETH:**

That, for and in consideration of the sum of \_\_\_\_\_ DOLLARS and NO/100s (\$\_\_\_\_\_) 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 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 hereby binds themselves and their successors, assigns, Grantee and lessees forever to these covenants and conditions which covenants and conditions are as follows:

**FIRST:** The Grantee 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). Pursuant to the Urban Renewal Plan, the general land use category applicable to said property is residential.

**SECOND:** The Grantee 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 pursuant to the Redevelopment Agreement have been completed.

**THIRD:** The Grantee 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 May 1, 2020, and shall be completed no later than April 30, 2021.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee 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 agrees 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 agrees 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 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 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, 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 and their successors or transferees; and

**SECOND:** To reimburse the Grantee, 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 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 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 provide the Grantee with a written statement, indicating in what respects the Grantee have failed to duly complete said improvements in accordance with the Redevelopment Agreement and what measures or acts will be necessary for the Grantee 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 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]*



**GRANTEE:**

**CG PROPERTIES LLC,**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Brett Creager, Manager

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF OKLAHOMA        )

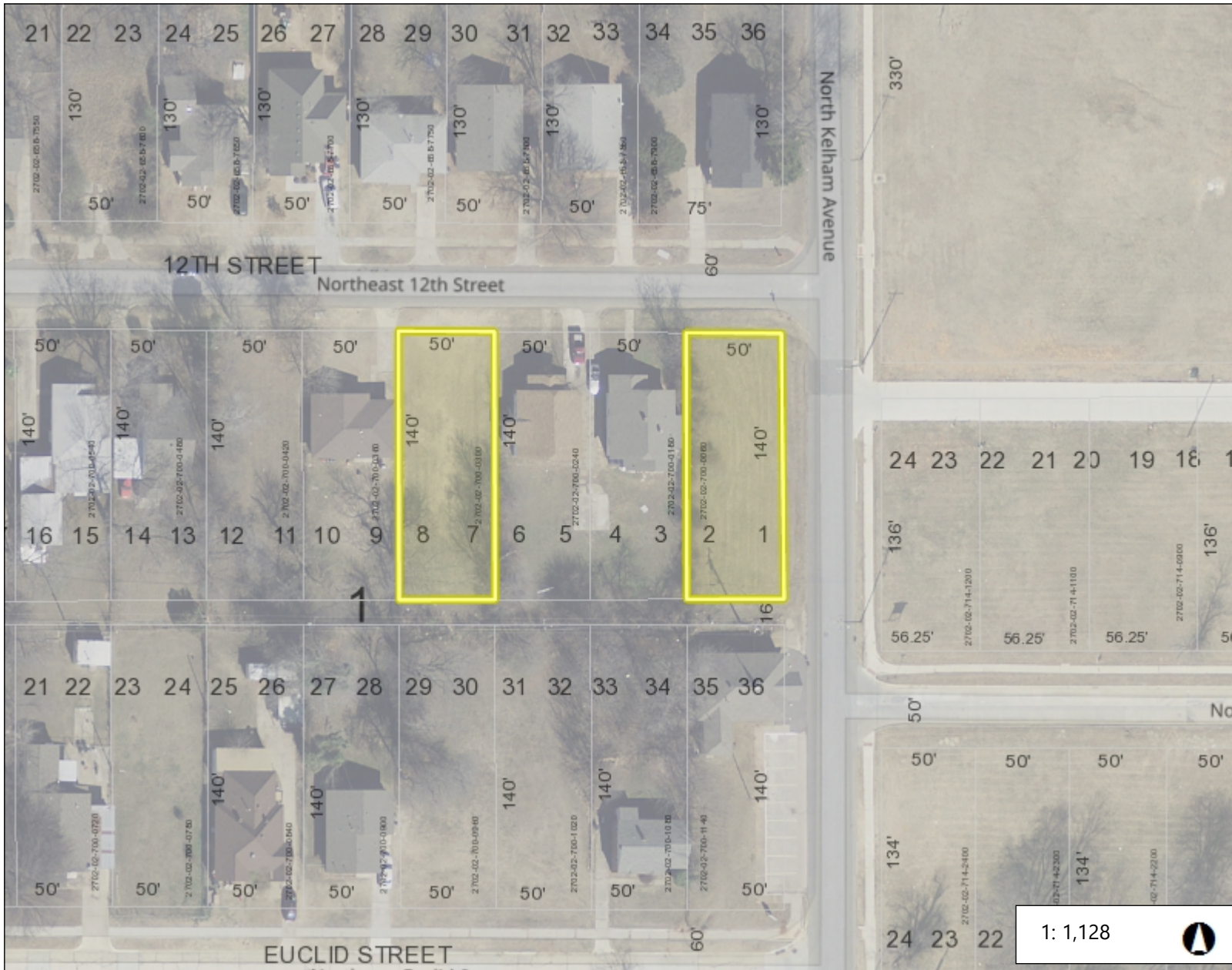
Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared Brett Creager, to me known to be the identical person who subscribed the name of the Grantee to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CG Properties LLC, an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

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

My Commission No.: \_\_\_\_\_

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



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Notes

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**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: February 3, 2020  
Ref: Resolution Authorizing the Solicitation of Bids for Removal of Underground Storage Tanks and Ancillary Environmental Remediation at 2445 and 2523 North Martin Luther King, Jr. Boulevard; Authorizing the Executive Director to Approve Grant Applications and Other Documents Associated with such Storage Tank Removal and Environmental Cleanup; Northeast Renaissance Urban Renewal Plan

**Background:** OCURA has acquired property located at 2445 North Martin Luther King, Jr. Boulevard and 2523 North Martin Luther King, Jr. Boulevard located within the Northeast Renaissance Urban Renewal Area, which previously housed service stations. After conducting preliminary environmental review on the properties, it has been determined that both properties have underground storage tanks on site in disrepair. OCURA staff believes that the removal of the underground storage tanks and ancillary environmental remediation will help make the properties more developable.

OCURA desires to work with the City to pursue and obtain a sub-grant under the City's Brownfields Cleanup Revolving Loan Fund program to fund the remediation costs for 2523 North Martin Luther King, Jr. Boulevard, which would involve a split of all invoices, with 80% paid from grant funds and 20% from OCURA matching funds up to \$240,000, with all expenses above that coming from OCURA funds.

OCURA also desires to use up to \$240,000 of its Community Development Block Grant funds for the remediation costs for 2445 North Martin Luther King, Jr. Boulevard.

OCURA, likely with the City's assistance, will solicit bids for the removal of underground storage tanks and ancillary environmental remediation on both properties.

**Summary of Agenda Item:** Resolution authorizing the solicitation of bids and approving grant applications associated with storage tank removal and environmental cleanup of two properties.

**Recommendation:** Approval of Resolution.

**Attachments:** Maps.

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

**RESOLUTION AUTHORIZING THE SOLICITATION OF BIDS FOR REMOVAL OF STORAGE TANKS AND ANCILLARY ENVIRONMENTAL REMEDIATION AT 2445 AND 2523 NORTH MARTIN LUTHER KING, JR. BOULEVARD; AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE GRANT APPLICATIONS AND OTHER DOCUMENTS ASSOCIATED WITH SUCH STORAGE TANK REMOVAL AND ENVIRONMENTAL CLEANUP; NORTHEAST RENAISSANCE URBAN RENEWAL PLAN**

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**WHEREAS**, the Oklahoma City Urban Renewal Authority (“OCURA”) has previously acquired certain real property located at 2445 North Martin Luther King, Jr. Boulevard and 2523 North Martin Luther King, Jr. Boulevard (“2445 N. MLK” and “2523 N. MLK,” respectively, and collectively, “Properties”), located within the Northeast Renaissance Urban Renewal Area, that used to house service stations; and

**WHEREAS**, it is anticipated that the Properties will be redeveloped into commercial uses, but no specific redevelopment plans have been proposed; and

**WHEREAS**, after conducting preliminary environmental review on the Properties, it has been determined that both Properties have former gas tanks on site in disrepair; and

**WHEREAS**, OCURA staff believes that the Properties will be more valuable and developable if the former gas tanks are removed and OCURA can deliver clean sites to a redeveloper; and

**WHEREAS**, OCURA desires to work with the City of Oklahoma City (“City”) to obtain a subgrant under the City’s Brownfields Cleanup Revolving Loan Fund (“BCRLF”) program to fund the remediation costs for 2523 N. MLK, which would involve a split of all invoices, with 80% paid from grant funds and 20% from OCURA matching funds up to \$240,000, with all expenses above that coming from OCURA funds; and

**WHEREAS**, OCURA desires to use up to \$240,000 in Community Development Block Grant (“CDBG”) funds for the remediation costs for 2445 N. MLK; and

**WHEREAS**, OCURA staff may work directly with City staff for assistance in the solicitation of bids for the removal of the storage tanks and ancillary environmental cleanup at the Properties, but will contract with and oversee the contract administration independently of the City; and

**WHEREAS**, it is timely and appropriate to authorize the solicitation of bids for the removal of the storage tanks at the Properties in accordance with the provisions of the Oklahoma Public Competitive Bidding Act, 61 O.S. § 101, *et seq.*, and to authorize the Executive Director and OCURA staff to take such actions as may be appropriate to pursue or use funding options previously described for the costs of such remediation activity.

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

1. The solicitation of bids for the removal of the storage tanks and ancillary environmental remediation for the Properties, in accordance with the provisions of the Oklahoma Public Competitive Bidding Act, 61 O.S. § 101, *et seq.*, is hereby authorized.
2. The Executive Director, OCURA staff, and Legal Counsel are authorized to approve, execute such documents, and take such actions as may be necessary or appropriate to pursue funding options for the storage tank removal and environmental remediation for the Properties, including, but not limited to, applying for grants through the City and working with the City to obtain or use BCRLF and CDBG funds to pay for the costs of such services, and allocating other OCURA funds, as may be available for such purposes, towards the 20% match required under the BCRLF program.
3. OCURA staff is authorized and directed to take such actions and as may be necessary or appropriate to carry out the authorization contained in 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 at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **3<sup>rd</sup>** day of **February, 2020**; 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)



Legend

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

1: 2,257 

0.1 0 0.04 0.1 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Enter Map Description



**OKLAHOMA CITY**

URBAN  
RENEWAL  
AUTHORITY

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To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: February 3, 2020  
Ref: Resolution Approving the Amended and Restated Contract for Sale of Land and Redevelopment with the Hill at Bricktown, L.L.C. for the Development of Property Located at the Southeast Corner of N.E. 2<sup>nd</sup> Street and Russell M. Perry Avenue, Harrison-Walnut Urban Renewal Plan

**Background:** On June 7, 2006, OCURA and The Hill at Bricktown, L.L.C. entered into the Contract for Sale of Land and Redevelopment for the development of residential units pursuant to the Harrison-Walnut Urban Renewal Plan. There have been 12 amendments to the Redevelopment Agreement over the past 13 years. Approximately half of the property that was to be developed remains undeveloped. In July 2018, OCURA provided a notice of default and opportunity to cure. The Redeveloper would like another opportunity to complete the development. Terms have been negotiated for an Amended and Restated Contract for Sale of Land providing a reasonable schedule for phased development and an updated purchase price of \$1,000,000.00 based on a new fair value appraisal.

**Summary of Agenda Item:** The resolution approves the Amended and Restated Contract for Sale of Land and Redevelopment.

**Recommendation:** Approval of Resolution

**Attachments:** Amended and Restated Contract for Sale of Land and Redevelopment

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

**RESOLUTION APPROVING AN AMENDED AND RESTATED CONTRACT FOR SALE OF LAND AND REDEVELOPMENT WITH THE HILL AT BRICKTOWN, L.L.C. FOR THE DEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF N.E. 2<sup>ND</sup> STREET AND RUSSELL M. PERRY AVENUE, HARRISON-WALNUT URBAN RENEWAL PLAN**

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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**, pursuant to a public invitation for proposals, the Board of Commissioners of the Authority previously approved a Contract for Sale of Land and Redevelopment (“Original Redevelopment Agreement”) with The Hill at Bricktown, L.L.C., an Oklahoma limited liability company (“Redeveloper”); and

**WHEREAS**, the Original Redevelopment Agreement was amended twelve times over the past thirteen years, primarily to provide for extensions to commencement and completion deadlines requested by the Redeveloper; and

**WHEREAS**, approximately half of the property that was to be developed by the Redeveloper pursuant to the provisions of the Original Redevelopment Agreement remains undeveloped; and

**WHEREAS**, in July, 2018, the Authority provided a notice of default and opportunity to cure to the Redeveloper for non-performance of its obligations under the Original Redevelopment Agreement; and

**WHEREAS**, the Redeveloper seeks another opportunity to complete the development through the construction of residential units on the remaining undeveloped property, described and depicted on the attached Exhibit A (“Property”); and

**WHEREAS**, because of the significant amount of time that has passed and the desire by the Authority to meet the objective of the Urban Renewal Plan for the Property to be developed into a residential neighborhood, the Executive Director of the Authority has negotiated the terms of an Amended and Restated Contract for Sale of Land and Redevelopment with the Redeveloper (“Amended and Restated Redevelopment Agreement”), the obligations and authorizations of which apply to the Property; and

**WHEREAS**, the Amended and Restated Redevelopment Agreement provides a reasonable schedule for the phased development of the Property and a purchase price based upon a new fair value appraisal, taking into account both the increased value of the property due to the passage of time and the infrastructure improvements made by the Redeveloper to date; and

**WHEREAS**, the proposed purchase price contained in the proposed Amended and Restated Redevelopment Agreement for the Property is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Amended and Restated Redevelopment Agreement; and

**WHEREAS**, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the proposed Amended and Restated Redevelopment Agreement with the Redeveloper.

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

1. The proposed Amended and Restated Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director and Officers of the Authority are authorized to finalize and execute the Amended and Restated Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Amended and Restated Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The purchase price of \$1,000,000.00 is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Amended and Restated Redevelopment Agreement.
3. The Officers of the Authority, Executive Director, and Legal Counsel of the Authority 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 Amended and Restated Redevelopment Agreement.

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 at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **3<sup>rd</sup> day of February, 2020**; 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

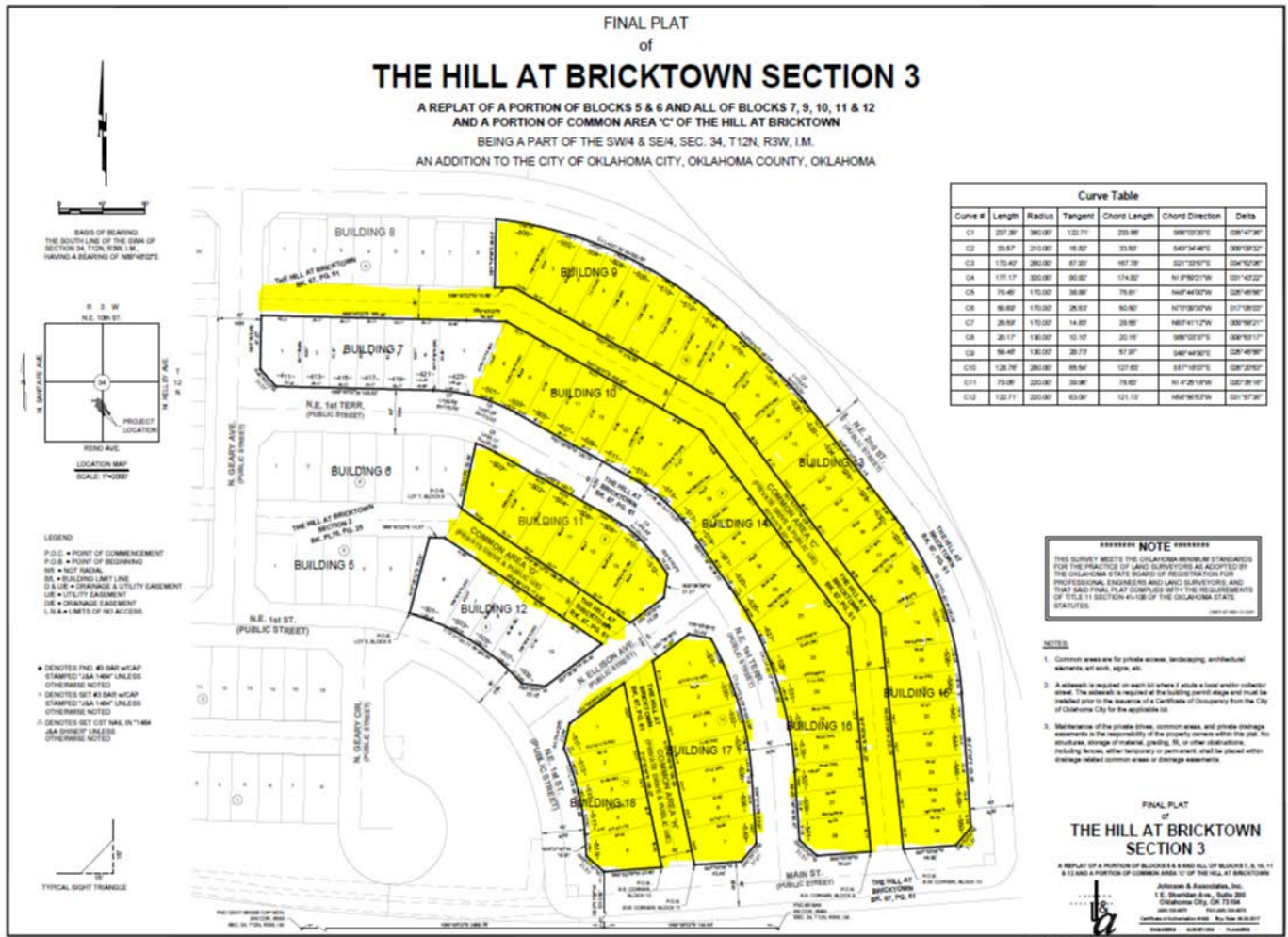
## Description and Depiction of Property

**Developable Land:**

- Lots 8 through 14 of Block 6 of the Final Plat of the Hill at Bricktown Section 3
- Lots 8 through 28 of Block 9 of the Final Plat of the Hill at Bricktown Section 3
- Lots 1 through 26 of Block 10 of the Final Plat of the Hill at Bricktown Section 3
- Lots 1 through 7 of Block 11 of the Final Plat of the Hill at Bricktown Section 3
- Lots 1 through 5 of Block 12 of the Final Plat of the Hill at Bricktown Section 3

**Common Area:**

- Common Area C
- Common Area G
- Common Area H



Legal description subject to adjustment as to exact description, boundaries, dimensions, and interests, based on title commitment and survey.

**AMENDED AND RESTATED**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**THE HILL AT BRICKTOWN, L.L.C.**

PREPARED BY:

The Oklahoma City Urban Renewal Authority  
J. Larry Nichols, Chairman  
James R. Tolbert  
Russell M. Perry  
Mary Mélon  
Mark Beffort

Catherine O'Connor, Executive Director

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**AMENDED AND RESTATED  
CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
and  
THE HILL AT BRICKTOWN, L.L.C.**

**PART I**

**THIS AMENDED AND RESTATED CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**, consisting of this Part I and Part II annexed hereto and made a part hereof (which Part I and Part II together are hereinafter called the “Agreement”) is made on or as of this \_\_\_ day of February, 2020, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (which, together with any successor corporation, public body, or officer hereafter designated by or pursuant to law, hereinafter called the “Authority”), established pursuant to the Oklahoma Urban Renewal Act, 11 O.S. §38-101, *et seq.* (the “Urban Renewal Act”), and having its office at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, and **THE HILL AT BRICKTOWN, L.L.C.**, an Oklahoma limited liability company (the “Redeveloper”), and having a mailing address of 755 Research Parkway, Suite 125, Oklahoma City, Oklahoma 73104.

**WITNESSETH:**

**A. WHEREAS**, in furtherance of the objectives of the Urban Renewal Act, the Authority has undertaken a program for the clearance and redevelopment or rehabilitation of blighted areas in The City of Oklahoma City (the “City”), and in this connection is engaged in implementation of the Harrison Walnut Urban Renewal Plan, as amended (the “Urban Renewal Plan”) in a particularly area located in the City (the “Urban Renewal Area”); and

**B. WHEREAS**, the Urban Renewal Plan contemplates the development of residential neighborhoods between N.E. 1<sup>st</sup> Street and N.E. 4<sup>th</sup> Street and east of Walnut Avenue; and

**C. WHEREAS**, the Authority and the Redeveloper originally entered into a contract for sale of land and redevelopment, dated June 7, 2006, for the phased redevelopment of a residential neighborhood known as The Hill at Bricktown within such property (the “Project”); and

**D. WHEREAS**, such contract for sale of land and redevelopment was amended twelve times thereafter, primarily in order to extend the dates for commencement and completion of several of the phases (which contract and twelve amendments are hereinafter called the “Original Redevelopment Agreement”); and

**E. WHEREAS**, the Redeveloper was able to partially perform under the terms of the Original Redevelopment Agreement, pursuant to which the Authority conveyed several tracts of land in phases that the Redeveloper in turn developed in phases; and

**F. WHEREAS**, the Authority delivered a notice of default, dated July 10, 2018, to the Redeveloper for its failure to timely complete the Improvements and submit the required Design Development Documents pursuant to the terms of the Original Redevelopment Agreement; and

**G. WHEREAS**, in order to continue the Project's phased development and to carry out the Urban Renewal Plan, the Authority and the Redeveloper seek to complete the Project under further amended terms; and

**H. WHEREAS**, completion of the Project requires the redevelopment of certain real property in the Urban Renewal Area, more particularly described in Schedule A and depicted in Schedule A-1 (Final Plat of The Hill at Bricktown Section 3), attached hereto and made a part hereof (the "Property"); and

**I. WHEREAS**, the Redeveloper is willing to redevelop the Property consistent with this Agreement and the Urban Renewal Plan and in accordance with public requirements under which the Urban Renewal Plan has been undertaken and is being implemented; and

**J. WHEREAS**, it is desirable to enter into this Agreement, which amends and restates the understanding of the parties regarding the development of the Property, in order to develop the Property and to complete the Project consistent with the Urban Renewal Plan; and

**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:

**DEFINITIONS:**

The following terms used in Part I and Part II of this Agreement shall have the meanings indicated below:

"Authority" – Oklahoma City Urban Renewal Authority, a public body corporate.

"City" – The City of Oklahoma City, Oklahoma, a municipal corporation.

"Closing" – The actions taken on the Closing Dates by the Authority, the Redeveloper, the Title Company, and all other persons designated by the Authority, the Redeveloper, or the Title Company, to consummate the phased sale of the Developable Land by the Authority to the Redeveloper in accordance with this Agreement.

"Closing Date(s)" – Unless earlier agreed in writing by the Authority and the Redeveloper, a date which is not later than thirty (30) days from satisfaction of the conditions precedent described in this Agreement as to each phase, with the exact time for Closing to be designated by the Authority by written notice to the Redeveloper, with respect to the portion of the Property conveyed in each phase.



“Closing Statement” – The document prepared by the Title Company to be duly executed by the Redeveloper and the Authority at Closing of each phase to record the proration of receipts and disbursements relating to the portion of the Property conveyed, the payment of the costs of performing this Agreement, and the adjustments to the Purchase Price.

“Commencement Date(s)” – The date on or before which the Redeveloper shall commence construction of the Improvements, in accordance with Part I, Section 4 hereof.

“Common Area” – The portion of the Property, as depicted on Schedule A-1, marked as Common Area C, Common Area G, Common Area H, totaling 38,947 square feet, to be conveyed to the HOA.

“Completion Date(s)” – The date on or before which the Redeveloper shall complete construction of the Improvements, in accordance with Part I, Section 4 hereof.

“Construction Documents” – See Part I, Section 5(D) and Part II, Section 301.

“Deed” – Special warranty deed in substantially the form of Schedule B to be duly executed and acknowledged by the Authority and the Redeveloper or the HOA, as appropriate, and delivered at each Closing.

“Design Development Documents” – See Section 5(B).

“Developable Land” – The portion of the Property, as depicted on Schedule A-1, totaling 121,993 square feet, to be conveyed to the Redeveloper and upon which the Redeveloper shall construct the residential units.

“Effective Date” – The date inserted on the first page of this Agreement following approval by the Authority.

“Exception Documents” – The documents which create exceptions to the coverage provided by, or requirements for, issuance of the Title Policy.

“HOA” – The Hill at Bricktown Homeowners Association, Inc., an Oklahoma corporation.

“Improvements” – Those certain specific improvements to be constructed, erected, or installed on the Property by, or on the behalf of, the Redeveloper, including, without limitation, buildings, parking, exterior lighting, landscaping, and such other structures or improvements of any kind whatsoever, whether above or below grade, including, but not limited to, utility installations, storage areas, loading areas, walkways, sidewalks, fences, walls, poles, driveways, roadways, signage, site grading and any other exterior additions, changes or alterations thereto all implemented in accordance with the Urban Renewal Plan and the Construction Documents approved by the Authority. Improvements include, but are not limited to, the construction of residential units, described in more detail in Section 1(B).

“Landscaping Plans” – See Section 5(C).

“Permitted Title Exceptions” – The Permitted Title Exceptions are initially listed on Schedule C attached hereto and made a part hereof, and will be updated and revised on or before Closing to reflect any additional matters or exceptions to fee simple title to the Property which are listed as exceptions in the Title Commitment, as approved, or waived as a Title Objection by the Redeveloper.

“Project” – The residential development known as The Hill at Bricktown, located between N.E. 1<sup>st</sup> Street and N.E. 2<sup>nd</sup> Street and between Russell M. Perry Avenue and I-235.

“Property” – The land, currently owned by the Authority, described on Schedule A and depicted on Schedule A-1, together with any improvements situated on such land, and all rights, privileges, easements, licenses, rights-of-way, hereditaments and appurtenances to such land; less and except all oil, gas and other mineral interests lying in, to or under the Property previously reserved or conveyed of record. The Property contains 121,993 square feet of Developable Land and 38,947 square feet of Common Area.

“Purchase Price” – The monetary consideration and performance of obligations contained in this Agreement, whether paid or performed in one or more increments. The monetary consideration of the Purchase Price to be paid by the Redeveloper to the Authority to purchase the Property is agreed to be \$1,000,000.00, which is \$8.20 per square foot for the 121,993 square feet of Developable Land. The Purchase Price shall be allocated based upon the per square foot price for the amount of the Developable Land conveyed for each phase of the development, as described herein. The allocation of the Purchase Price for each phase of the development includes the Common Area immediately adjacent to the portion of the Developable Land conveyed at each phase.

“Redeveloper” – The Hill at Bricktown, L.L.C., an Oklahoma limited liability company.

“Schematic Design Studies” – See Section 5(A).

“Survey” – An ALTA survey of the Property prepared by a registered land surveyor mutually selected and agreed upon by the Authority and the Redeveloper showing, at a minimum, the boundaries of the Property, the exact legal description thereof, the north direction, the location of all improvements, existing easements, the location and extent of any encroachments upon or by the Property, all utility service lines shown at the perimeter of the Property, and the total acres within the Property. The legal description of the Property prepared by such surveyor will be used to describe the Property in the instruments prepared and used to close the transaction contemplated hereby.

“Title Commitment” – A written commitment obligating the Title Insurer to issue the Title Policy on satisfaction of the requirements set forth in the commitment.

“Title Company” – A title company as may be requested by the Redeveloper and approved by the Authority.

“Title Insurer” – A title insurer, acting through the Title Company, as may be requested by the Redeveloper and approved by the Authority.

“Title Objections” – The Redeveloper’s objections, if any, to the status of title to the Property.

“Title Policy” – The ALTA Form B Owner’s Policy of Title Insurance to be issued by the Title Insurer to the Redeveloper at Closing pursuant to the Title Commitment.

“Urban Renewal Act” – 11 O.S. §38-101, *et seq.*

## **SECTION 1. SCOPE OF REDEVELOPMENT AND CONSIDERATION**

**A. Effect of Agreement.** This Agreement supersedes and replaces the Original Redevelopment Agreement with respect to the Property and the completion of the Project, specifically the following agreements:

1. Contract for Sale of Land and Redevelopment, dated June 7, 2006;
2. First Amendment to Contract for Sale of Land and Redevelopment, dated March 28, 2007;
3. Second Amendment to Contract for Sale of Land and Redevelopment, dated July 15, 2009;
4. Third Amendment to Contract for Sale of Land and Redevelopment, dated October 20, 2010;
5. Fourth Amendment to Contract for Sale of Land and Redevelopment, dated April 20, 2011;
6. Fifth Amendment to Contract for Sale of Land and Redevelopment, dated August 10, 2011;
7. Sixth Amendment to Contract for Sale of Land and Redevelopment, dated August 16, 2012;
8. Seventh Amendment to Contract for Sale of Land and Redevelopment, dated October 17, 2012;
9. Eighth Amendment to Contract for Sale of Land and Redevelopment, dated December 8, 2013;
10. Ninth Amendment to Contract for Sale of Land and Redevelopment, dated March 6, 2014;
11. Tenth Amendment to Contract for Sale of Land and Redevelopment, dated September 17, 2014;
12. Eleventh Amendment to Contract for Sale of Land and Redevelopment, dated and August 27, 2015; and
13. Twelfth Amendment to Contract for Sale of Land and Redevelopment, dated and September 21, 2016.

**B. Project Scope.** The parties contemplate the Improvements on the Property to include the construction of residential units on the Developable Land and access thereto on the Common Area to complete the Project, with significant landscaping and public spaces to connect the Improvements on the Property with the already-developed portions of The Hill. The Property is to be developed in accordance with the Urban Renewal Plan and the Design Development Documents and Construction Documents, as more particularly described in this

Agreement, and as approved by the Authority.

**C. Property Subject to Redevelopment.** The Redeveloper has the exclusive rights to develop the Property in accordance with the terms and conditions of this Agreement. The Property is the real property subject to the redevelopment and upon which the Improvements will be constructed, more particularly described in Schedule A and depicted in Schedule A-1. The Property includes the 121,993 square feet of Developable Land and the 38,947 square feet of Common Area. The legal description is subject to adjustment as to exact boundaries, dimensions, and interests and final determination by mutual approval of the parties based on the approved Design Development Documents, surveys, description of exceptions and reservations, requirements of related agreements, and establishment or confirmation of appurtenant easements necessary or appropriate to serve the proposed development. The Property shall be subject to the obligations of this Agreement and the covenants contained in the Deeds conveying the Developable Land to the Redeveloper and the Common Area to the HOA.

The Property is currently platted as depicted on Schedule A-1. Subject to the Authority's written approval in connection with its review and consideration of Schematic Design Studies and Design Development Documents consistent with this Agreement, the Redeveloper may pursue approval by the City of an amendment to the plat should an amendment be necessary for the construction of some of the Improvements. The amount of time required for the Redeveloper to take all actions necessary to perform its obligations under this Agreement have been taken into account in the setting of the dates for the commencement of the phases of the Improvements contained in Section 4 hereof. In no event shall such commencement dates be extended.

**D. Sale; Purchase Price.** Subject to all the terms, covenants and conditions of this Agreement, the Authority will sell the Developable Land to the Redeveloper and the Common Area to the HOA, and the Redeveloper will purchase the Developable Land from the Authority and pay the Purchase Price for the Property, to be paid to the Authority as provided in this Agreement. The Redeveloper will perform the obligations imposed on it with respect to the Property and otherwise pursuant to this Agreement.

**E. Relationship of the Parties.** The undertaking of this Agreement is a complex process that will require the mutual cooperation of the parties and their timely actions on matters that are appropriate or necessary to implement this Agreement, obtain the necessary financing, and construct the Improvements. The parties shall use their best efforts in good faith to perform and assist each other in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the parties, nor render any party liable for any of the debts or obligations of any other party.

## **SECTION 2. CONVEYANCE OF THE PROPERTY**

**A. Form of Deed; Other Closing Deliveries.** Upon satisfaction of the items in Section 5 of this Agreement, the Authority will convey to the Redeveloper marketable title in fee simple or other interests to the portion of the Developable Land conveyed for each phase by special warranty deeds (the "Deed") in substantially the form of Schedule B attached as a part hereof, or by

grant of easements, permits, or licenses. Such conveyance of title will be subject to covenants implementing Part I, Section 6; the covenants and restrictions provided for in Part II, Article IV; the conditions subsequent provided for in Part II, Section 704; and the Permitted Title Exceptions.

Conveyances of portions of the Developable Land for each phase to the Redeveloper shall be accompanied by a conveyance of marketable title in fee simple or other interests in the portion of the Common Area to the HOA sufficient to allow for ingress and egress, landscaping, utilities, municipal code compliance and as is otherwise needed to adequately develop and service the Developable Land. Common Areas to be conveyed include Common Area C, Common Area G, and Common Area H, as depicted on Schedule A-1. Such conveyances shall be made by special warranty deeds in substantially the form of Schedule B.

At or before each Closing, the parties shall take such actions and deliver to the other such other instruments, items, and documents as are necessary to carry out the purposes of this Agreement, including such affidavits, certificates or other documents as may be reasonably required by the Title Company to close the transactions contemplated by this Agreement and issue a Title Policy to the Redeveloper.

**B. Time and Place for Delivery of Deed.** The Authority will deliver the Deed and possession of the portion of the Developable Land conveyed for each phase covered thereby to the Redeveloper (and the accompanying portion of Common Area to the HOA) on or before the date specified for commencement of construction pursuant to Section 4 hereof, provided the conditions precedent specified by this Agreement have been satisfied. The dates specified for the conveyance in this Agreement shall control, except where an earlier date is requested by the Redeveloper or a later date is authorized by extension under the terms of this Agreement. The conveyance will be delivered at the principal office of the Title Company, and the Redeveloper will accept such conveyance and pay to the Authority at such time and place the Purchase Price for the portion of the Property conveyed.

**C. Apportionment of Property Taxes; Other Prorations.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion ad valorem taxes at Closing. The portion of the current taxes, if any, on the Property which is a lien on the date of delivery of the Deeds to the Redeveloper or the HOA, as applicable, allocable to the Property conveyed will be borne by the Authority. However, if required by law or covenant, the Redeveloper or the HOA, as applicable, will pay all ad valorem taxes accruing to the Property after the Property is returned to the tax rolls as a result of the contemplated transfers pursuant to this Agreement.

**D. Recordation of Deed; Closing Costs.** The Redeveloper will promptly file the Deeds for recordation among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deeds, including recording fees and documentary stamp taxes (if any). In addition, the Redeveloper will pay: (i) the costs of obtaining the Title Commitment, including all title examination costs of the Title Company; (ii) the premium for the Title Policy; (iii) the cost of the Survey; (iv) the Title Company's fees for closing the transactions contemplated by this Agreement; and (v) the Redeveloper's accounting, legal

and other expenses associated with the transaction contemplated by this Agreement, whether or not such transactions are consummated.

**E. Title Evidence.** It is understood and agreed that the Redeveloper may purchase title insurance at the Redeveloper's option and expense, and the Authority will cause a Title Policy for the Property to be issued in the amount of the Purchase Price. The Redeveloper shall have thirty (30) days after the receipt from the Authority of the last of the Title Commitment, Exception Documents, and Survey within which to notify the Authority in writing of any objections the Redeveloper has to any matters appearing or referred to in the Title Commitment or Survey. Any exceptions or other matters in the Title Commitment or Survey to which the Redeveloper does not object in writing during such thirty (30) day period shall be deemed to be Permitted Title Exceptions to the Authority's title and shall be listed in Schedule C to this Agreement after the title review process is completed. With regard to items to which the Redeveloper does so object during such thirty (30) day period, the Authority shall have until Closing on the Property within which to cure such objections. The Authority shall exercise its best efforts to cure such objections, but the Authority shall not be required to incur other than de minimus expenses in connection with the exercise of its best efforts. If the Authority is unable to cure such objections without incurring more than de minimus expenses and is unwilling to otherwise cure such objections, the Authority shall so notify the Redeveloper in writing at least three (3) business days prior to Closing on the portion of the Property, in which event the Redeveloper, at its option, and as its exclusive remedy, may (i) waive its objections and purchase the Property without reduction of the Purchase Price or (ii) terminate this Agreement.

**F. Property Access.** Prior to the Closings contemplated by this Agreement, the Redeveloper shall have access to the Property to conduct such physical and environmental inspections as it deems necessary or appropriate, as provided in Part II, Section 203 of this Agreement. The authorizations and obligations of the Early Entry Agreement, dated September 13, 2006, entered into between the Authority and the Redeveloper shall remain in effect as to the Property.

**G. Survey; Environmental Reports.** The Authority, at no cost to the Redeveloper, will provide the Redeveloper with a copy of any survey or environmental report on the Property which is in the Authority's possession or may be hereafter required.

### **SECTION 3. INTENTIONALLY LEFT BLANK**

### **SECTION 4. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS**

Provided that all conditions precedent to the Redeveloper's obligations to perform under this Agreement are satisfied, the Redeveloper agrees to commence construction of the Improvements and complete construction of the Improvements no later than the dates provided in the following schedule:

Phase I, consisting of at least 10% of the Developable Land

Commence     September 1, 2020

Complete January 1, 2022

Phase II, consisting of at least 18% of the Developable Land

Commence September 1, 2021  
Complete January 1, 2023

Phase III, consisting of at least 24% of the Developable Land

Commence November 1, 2022  
Complete March 1, 2024

Phase IV, consisting of at least 24% of the Developable Land

Commence November 1, 2023  
Complete March 1, 2025

Phase V, consisting of the remaining Developable Land

Commence September 1, 2024  
Complete December 31, 2025

**SECTION 5. CONDITIONS PRECEDENT TO CLOSINGS; TIMES FOR CERTAIN ACTIONS**

Before the Authority has any obligation to convey title to the portion of the Property specific to each phase, each of the following conditions precedent shall have been performed to the Authority's reasonable satisfaction and within the time frames established below.

**A. Submission of Schematic Design Studies.** The Redeveloper will prepare or have prepared Schematic Design Studies, which shall be submitted to the Authority in accordance with Section 5(F). Schematic Design Studies shall consist of drawings and other documents illustrating the scale and relationship of the proposed development components for consideration and approval by the Authority. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Schematic Design Studies.

**B. Submission of Design Development Documents.** In the event of approval of the Schematic Design Studies, the Redeveloper will prepare or have prepared Design Development Documents for submission to the Authority in accordance with Section 5(F). Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the development and the Improvements. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Design Development Documents.

**C. Submission of Landscaping Plans.** Landscaping Plans shall be submitted to the Authority in accordance with Section 5(F). Landscaping Plans shall consist of drawings and other documents to illustrate and describe the character of the landscaping and its relationship to the development and the Improvements. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Landscaping Plans.

**D. Submission of Construction Documents.** Construction Documents shall be submitted to the Authority in accordance with Section 5(F). Construction Documents shall consist of the Design Development Documents, the form of the proposed construction contract between the Redeveloper and the general contractor(s) for such Improvements, and the specifications referenced in the proposed contract(s). The Authority shall, within thirty (30) days after receipt of the Construction Documents, issue the Authority's written approval or rejection of or any further reasonable requirements with respect to the Construction Documents.

**E. Submission of Evidence of Financing Capacity.** The Redeveloper shall submit evidence, reasonably satisfactory to the Authority, of financing capacity necessary for construction of the Improvements on the Property, as provided in Part II, Section 303 hereof and in accordance with Section 5(F). The Authority may, in its reasonable discretion, approve, disapprove, or request additional information with respect to evidence of financing capacity.

**F. Schedule of Submissions.** The Redeveloper shall make the submissions required by this Section 5 no later than the dates provided in the following schedule:

Phase I

Schematic Design Studies	April 15, 2020
Design Development Documents	May 31, 2020
Landscaping Plans	August 1, 2020
Construction Documents	August 1, 2020
Evidence of Financing Capacity	August 20, 2020

Phase II

Schematic Design Studies	May 15, 2021
Design Development Documents	June 30, 2021
Landscaping Plans	August 1, 2021
Construction Documents	August 1, 2021
Evidence of Financing Capacity	August 20, 2021

Phase III

Schematic Design Studies	May 15, 2021
Design Development Documents	May 31, 2022
Landscaping Plans	October 1, 2022
Construction Documents	October 1, 2022
Evidence of Financing Capacity	October 20, 2022

Phase IV

Schematic Design Studies	May 15, 2021
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Design Development Documents	June 15, 2023
Landscaping Plans	October 1, 2023
Construction Documents	October 1, 2023
Evidence of Financing Capacity	October 20, 2023

Phase V

Schematic Design Studies	May 15, 2021
Design Development Documents	June 15, 2024
Landscaping Plans	August 1, 2024
Construction Documents	August 1, 2024
Evidence of Financing Capacity	August 20, 2024

**G. Submission of Corrected Construction Documents.** Except as provided in Section 5(D), the time within which the Redeveloper will submit any new or corrected Construction Documents will be no later than thirty (30) days after the date the Redeveloper received written notice from the Authority of the Authority’s rejection of the Construction Documents referred to in the latest such notice, unless such deadline is extended by mutual agreement of the Authority and the Redeveloper.

**H. Maximum Time for Approved Construction Documents.** In any event, the time within which the Redeveloper will submit Construction Documents which conform to the requirements of Section 5(D) and Part II, Section 301 hereof and are satisfactory to and approved by the Authority will be no later than thirty (30) days after the date the Redeveloper receives written notice from the Authority of the Authority’s first rejection of the original Construction Documents submitted to the Authority by the Redeveloper, unless such deadline is extended by mutual agreement of the Authority and the Redeveloper.

**I. Change in Construction Documents.** The time within which the Authority shall approve or disapprove any material proposed change in the Construction Documents (as provided in Part II, Section 302 hereof) will be fifteen (15) days after the date of the Authority’s receipt of notice of such proposed change. Only proposed material changes (i.e. changes materially affecting the approved Design Development Documents) require approval of the Authority.

**SECTION 6. PERIOD OF DURATION OF COVENANTS**

The covenants pertaining to regulation and control of the Property, set forth in Part II, Sections 401 and 402 hereof, will remain in effect from the date of each of the Deeds until the later of January 1, 2035, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenants will terminate.

**SECTION 7. NOTICES AND DEMANDS**

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

- A. in the case of the Redeveloper, is addressed (or delivered personally) to the Redeveloper in care of:

The Hill at Bricktown, L.L.C.  
Attn: Dr. William Canfield  
755 Research Parkway, Suite 125  
Oklahoma City, Oklahoma 73104  
Email: wcanfield@thehillokc.com

with a copy to:

John B. Davis  
101 Park Avenue, Suite 250  
Oklahoma City, Oklahoma 73102  
john@jbdavislaw.com

- B. in the case of the Authority, is addressed (or delivered personally) to the Authority at:

Oklahoma City Urban Renewal Authority  
Attn: Catherine O'Connor, Executive Director  
105 North Hudson Avenue, Suite 101  
Oklahoma City, Oklahoma 73102  
Email: cathy.oconnor@theallianceokc.org

with a copy to its attorney:

Leslie V. Batchelor  
Emily K. Pomeroy  
Center for Economic Development Law  
301 North Harvey Avenue, Suite 100  
Oklahoma City, Oklahoma 73102  
Email: lesliebatchelor@econlaw.com  
Email: emilypomeroy@econlaw.com

- C. Or at such other address with respect to either such party as that party may from time to time designate in writing and forward to the other as provided in this Section.

## **SECTION 8. APPLICABLE LAND USE PROVISIONS**

The current land use controls and permitted uses are established by the Planned Unit Development approved by the City. Consistent with the Urban Renewal Plan, the specific land use and zoning regulations shall be supplemented as necessary to redevelop the Property. The

Redeveloper shall apply to the City for the rezoning of the Property, if necessary, to accommodate the contemplated development and the Improvements.

### **SECTION 9. TIME EXTENSIONS**

In addition to the provisions for extensions of time for certain actions provided by Part II, Section 707 and other provisions of this Agreement, it is understood that delays in timely performance by the Authority might delay performance by the Redeveloper. Thus, where the Redeveloper's delay is caused by the Authority's delay in performing the Authority's obligations pursuant to this Agreement, the time for performance of the Redeveloper's action(s) so delayed will be extended for the period of the delay caused by delay in the Authority's performance; provided that the Redeveloper shall, within ten (10) days after the beginning of any such delay so caused, have first notified the Authority thereof in writing, and of the cause or causes thereof and claim an extension for the period such delay continues. The Redeveloper may, at its option, terminate this Agreement by written notice to the Authority if any delay caused by the Authority exceeds one hundred twenty (120) days in the aggregate.

### **SECTION 10. RIGHTS ESTABLISHED**

The contractual rights established by this Agreement and the approvals issued by the Authority pursuant to this Agreement, including specifically, but not limited to, rights of land use and development, may be enlarged (but will not be diminished) without the consent of the Redeveloper with amendments to the Urban Renewal Plan regardless of the inclusive nature of references to the Urban Renewal Plan, wherever the references appear in this Agreement or in the Deeds issued pursuant to it; provided, however, that this provision will not preclude amendments to the Urban Renewal Plan extending its duration, or require the consent of the Redeveloper for such extensions.

### **SECTION 11. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which will constitute an original of this instrument.

### **SECTION 12. PERMITTED TRANSFERS**

It is contemplated that the development may necessitate the transfer or assignment of interest in this Agreement or all or a portion of the Property (by formation of a limited liability company, corporation, partnership, limited partnership or joint venture or admission of one or more members of any of the foregoing with another entity) which is necessary for financing or development purposes, and the Authority is generally willing to consider and approve proposed transfers or assignments required for financing and development purposes pursuant to a request and documentation by the Redeveloper in accordance with the requirements of this Agreement.



**THE HILL AT BRICKTOWN, L.L.C.,**  
an Oklahoma limited liability company

BY: \_\_\_\_\_  
DR. WILLIAM CANFIELD, Manager

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 \_\_\_\_\_, 2020, personally appeared Dr. William Canfield to me known to be the identical person who executed the foregoing instrument as the Manager of The Hill at Bricktown, L.L.C., an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act on behalf of The Hill at Bricktown, L.L.C., for the uses and purposes therein set forth.

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

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

**TERMS AND CONDITIONS**

**PART II**

OF

**AMENDED AND RESTATED**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

BETWEEN

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

AND

**THE HILL AT BRICKTOWN, L.L.C.**

## PART II

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**PART II**  
**TERMS AND CONDITIONS**

Unless specifically defined herein, all capitalized terms used in this Part II will have the same meaning given such terms in Part I.

**ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT**

**SECTION 101. Authority's Approval Required for Certain Actions.**

Intentionally omitted.

**SECTION 102. Waiver of Claims and Joining in Petition by Redeveloper.**

The Redeveloper hereby waives any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on or adjacent to the Property which is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the Authority subscribe to, and join with, the Authority in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

**ARTICLE II. RIGHTS OF ACCESS TO PROPERTY**

**SECTION 201. Right of Entry for Utility Service.**

The Authority reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines; provided, however, such entrance or performance of work by the Authority or the City onto the Property will not unreasonably interfere with the operations on the Property.

**SECTION 202. Redeveloper Not to Construct Over Utility Easements.**

The Redeveloper shall not construct any building or other structure or improvements on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the Redeveloper, the Authority shall use its best efforts to assure that such approval shall not be withheld, conditioned, or delayed unreasonably.

**SECTION 203. Access to Property.**

Prior to the conveyance of the Property by the Authority, the Authority shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Authority holds title, at all reasonable times for the purpose of obtaining data and making various

tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Authority, the Redeveloper shall permit the representatives of the Authority, the City, and the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements; provided, however, such entrance by the Authority onto the Property will not unreasonably interfere with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

### **ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION**

#### **SECTION 301. Documents for Construction of Improvements.**

Construction Documents with respect to the redevelopment of the Property and the construction of Improvements thereon shall be in conformity with the Urban Renewal Plan, this Agreement, the approved Design Development Documents, and all applicable State and local laws and regulations. As promptly as possible after approval of the Design Development Documents, and, in any event, no later than the time specified therefor in Section 5 of Part I hereof, the Redeveloper shall submit to the Authority, for approval by the Authority, the Construction Documents as defined in Section 5(D), which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be submitted to and approved by the Authority in its reasonable discretion as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Documents" with respect to the Improvements to be constructed by the Redeveloper on the Property. The Authority intends, if the Construction Documents originally submitted conform to the provisions of the Urban Renewal Plan, this Agreement, and the approved Design Development Documents, to approve in writing such Construction Documents and no further filing by the Redeveloper or approval by the Authority thereof shall be required except with respect to any material change; provided, that the Authority's review shall be unrestricted with respect to any matter not embraced in the approved Design Development Documents. Such Construction Documents shall, in any event, be deemed approved unless rejection thereof in writing by the Authority, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the Authority. If the Authority so rejects the Construction Documents in whole or in part as not being in conformity with the Urban Renewal Plan, this Agreement, or the approved Design Development Documents, the Authority shall describe in reasonable detail any deficiencies in the Construction Documents and the Redeveloper shall submit new or corrected Construction Documents which are in conformity with the Urban Renewal Plan, this Agreement, and the approved Design Development Documents within the time specified therefor in Paragraph (F), Section 5 of Part I hereof, after written notification to the Redeveloper of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Documents hereinabove provided with respect to the original Construction Documents shall continue to apply until the Construction Documents have been approved by the Authority; provided, that in any event the Redeveloper shall submit Construction Documents which are in conformity with the requirements of the Urban Renewal Plan, this Agreement, and the approved Design Development Documents as determined by the Authority, no later than the time specified therefor in Paragraph (G), Section 5 of Part I hereof, as may be extended.

All work with respect to the Improvements to be constructed or provided by the Redeveloper on the Property shall be in conformity with the Construction Documents as approved by the Authority.

**SECTION 302. Changes in Construction Documents.**

If the Redeveloper desires to make any material change in the Construction Documents after their approval by the Authority, the Redeveloper shall submit the proposed change to the Authority for its approval. If the Construction Documents, as modified by the proposed change, conform to the requirements of Section 301 hereof, the Authority may approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Documents shall, in any event, be deemed not approved by the Authority, in whole or in part, until the Authority has issued written notice to the Redeveloper, granting its approval or its rejection, and in such event, setting forth in detail the reasons therefor, which written notice shall be given within the period specified therefor in Paragraph (H), Section 5 of Part I hereof.

**SECTION 303. Evidence of Equity Capital and Financing.**

No later than the time specified therefor in Paragraph (F), Section 5 of Part I hereof, the Redeveloper shall submit to the Authority evidence reasonably satisfactory to the Authority that the Redeveloper has the equity capital and commitments for financing necessary for the construction of the Improvements on the Property.

**SECTION 304. Approvals of Construction Documents and Evidence of Financing as Conditions Precedent to Conveyance.**

The submission of Construction Documents and their approval by the Authority as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for financing as provided in Section 303 hereof, are conditions precedent to the obligation of the Authority to convey the Developable Land to the Redeveloper and the Common Area to the HOA.

**SECTION 305. Commencement and Completion of Construction of Improvements.**

The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to this Agreement or the Property, or any part thereof, and the Deeds shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event begin on or before the Commencement Dates and shall be completed on or before the Completion Dates set forth in Part I, Section 4 of the Agreement. It is intended and agreed, and the Deeds shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be to the fullest extent permitted by law and equity, binding for the benefit of

the community and the Authority and enforceable by the Authority against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

### **SECTION 306. Progress Reports.**

Subsequent to conveyance of the first phase of the Developable Land to the Redeveloper, and until construction of the Improvements on the Property has been completed, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Authority as to the actual progress of the Redeveloper with respect to such construction.

### **SECTION 307. Certificate of Completion.**

- (a) Promptly after substantial completion of the Improvements in accordance with Section 4 of Part I and those provisions of this Agreement relating solely to the obligations of the Redeveloper to construct the Improvements on the Property (including the dates for commencement and completion thereof), the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Authority shall be (and it shall be so provided in the Deeds and in the certification itself) a conclusive determination of satisfaction and termination of the Redeveloper's obligations under this Agreement and termination of any right of reversion or reversioning of title by or in the Authority as to the Property. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof. The Authority will also, upon request by Redeveloper, provide a mortgagee, purchaser or lessee of the Property, or any portion thereof, with written evidence and certification that all requirements of the Authority and this Agreement with respect to the Property have been met and that such mortgagee, purchaser or lessee is not subject, nor is their respective interests in the Property or such portion thereof, to any of the terms and conditions of this Agreement.
- (b) With respect to such individual parts or parcels of the Property which, if so provided in Part I hereof, the Redeveloper may convey or lease as the Improvements to be constructed thereon are completed, the Authority will also, upon proper completion of the Improvements relating to any such part or parcel, certify to the Redeveloper that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide, and the Deeds shall so state, (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property; and (2) that neither the Authority nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of a lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of the Agreement or the Deeds by the

Redeveloper or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assignee of such individual part or parcel with respect to the covenants contained and referred to in Section 401 hereof, and (ii) the right, remedy, or control relates to such default or breach.

- (c) Each certification provided for in this Section 307 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, including the Deeds. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Authority shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification.

#### **ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY**

##### **SECTION 401. Restrictions.**

The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to this Agreement or the Property, or any part thereof, and the Deeds shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with, the regulations and controls specified in the Urban Renewal Plan, as amended, and the Deeds; and
- (b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

##### **SECTION 402. Covenants; Binding Upon Successors in Interest; Period of Duration.**

It is intended and agreed, and the Deeds shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor 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 Section 401(b) hereof), against the Redeveloper and the HOA, their successors and assigns and every successor in interest to the Property, and any party thereof. It is further intended and agreed that the agreement and covenant provided in Section 401(a) hereof shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in Section 401(b) hereof shall remain in effect without limitation as to time;

provided that such agreements and covenants shall be binding on the Redeveloper and the HOA and every part thereof, and each party in possession or occupancy of, the Property or part thereof. The terms “uses specified in the Urban Renewal Plan” and “land use” referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all buildings, housing and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

### **SECTION 403. Authority and United States Rights to Enforce.**

In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Authority and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deeds shall so state) run in favor of the Authority and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Authority shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

## **ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

### **SECTION 501. Representations as to Redevelopment.**

The Redeveloper represents and agrees that its purchase of the Developable Land, or any portion thereof, the conveyance of the Common Area to the HOA, and the Redeveloper’s other undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of:

- (a) the importance of the redevelopment of the Property to the general welfare of the community;
- (b) the substantial financing and/or other public aids that have been made available by law and by the federal and local governments for the purpose of making such redevelopment possible; and
- (c) the fact that a transfer, other than a Permitted Transfer, of the equity or stock interest in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such equity or stock interest or with respect to the identity of the parties in control of the

Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper or the HOA,

the qualifications and identity of the Redeveloper, and its equity owners, stockholders, or partners are of particular concern to the community and the Authority. The Redeveloper further recognizes that it is because of such qualifications and identity that the Authority is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

Notwithstanding anything herein to the contrary, Redeveloper will have the right to assign the Agreement to a single-purpose entity that is wholly owned and controlled by Redeveloper or that is otherwise a Permitted Transfer, which may assume the obligations and covenants of the Redeveloper under the Agreement.

**SECTION 502. Prohibition Against Transfer of Property and Assignment of Agreement.**

Also, for the foregoing reasons, the Redeveloper represents and agrees for itself, and its successors and assigns, that:

- (a) Except only:
  - (1) by way of security for, and only for (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any portion or part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement; and/or
  - (2) as to any individual parts, portions or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are complete; and/or
  - (3) for Permitted Transfers described in Section 12 of Part I,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or any portion of the Property which have not been completed yet, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Authority; provided, that prior to the issuance by the Authority of the certificate provided for in Section 307 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement

to sell, lease, or otherwise transfer, after the issuance of such certificate, the portion of the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof, or the interest therein to be so transferred prior to the issuance of such certificate.

- (b) The Authority shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:
  - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or in the event the transfer is or relates to part of the Property, such obligations to the extent that they relate to such part).
  - (2) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent they relate to such part); Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect



to the Property and the construction of the Improvements that the Authority would have had, had there been no such transfer or change.

- (3) There shall be submitted to the Authority for review all instruments and other legal documents involved in effecting transfer, and, if approved by the Authority, its approval shall be indicated to the Redeveloper in writing.
- (4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (which shall include, without limitation, all hard costs, soft costs, carrying charges and any other reasonable costs incurred by the Redeveloper in connection therewith) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property or any parts thereof (other than those referred to in Section 502(a)(2)) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Authority shall be entitled to increase the Purchase Price to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subsection 4, and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the Authority.
- (5) The Redeveloper and its transferee shall comply with such other conditions as the Authority may find reasonably desirable in order to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan.

Provided, that in the absence of specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

Notwithstanding anything to the contrary contained herein, the Redeveloper shall be free to transfer the portion of the Developable Land or any part thereof, without the prior written consent of the Authority, following the issuance by the Authority of the Certificate of Completion as set forth in Section 307.

## **ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

### **SECTION 601. Limitation Upon Encumbrance of Property.**

Prior to the completion of the Improvements, as certified by the Authority, neither the Redeveloper, the HOA, nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon any portion of the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to any portion of the Property, except for the purposes

of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the sum of the Purchase Price and related acquisition costs paid by the Redeveloper to the Authority. The Redeveloper (or successor in interest) shall notify the Authority in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels provided that such subdivision, in the opinion of the Authority, is not inconsistent with the purposes of the Urban Renewal Plan or the Agreement, and is approved in writing by the Authority.

#### **SECTION 602. Mortgagee Not Obligated to Construct.**

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no wise be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deeds be construed to so obligate such holder; provided, that nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and in this Agreement.

#### **SECTION 603. Copy of Notice of Default to Mortgagee.**

Whenever the Authority shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Agreement, the Authority shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the Authority.

#### **SECTION 604. Mortgagee's Option to Cure Defaults.**

After any breach or default referred to in Section 603 hereof, each such holder shall (insofar as the rights of the Authority are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; Provided, that if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Authority,

by written agreement satisfactory to the Authority, to complete in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Authority, to a certification or certifications by the Authority to such effect in the manner provided in Section 307 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or reversioning of title to the Property that the Authority shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

**SECTION 605. Authority's Option to Pay Mortgage Debt or Purchase Property.**

In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under this Agreement, the holder of any mortgage on the Property or any part thereof:

- (a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or
- (b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Authority and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Authority so to do,

the Authority shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Authority shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

- (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (ii) all expenses with respect to the foreclosure;
- (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;

- (iv) the cost of any Improvements made by such holder; and
- (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of its mortgage debt and such debt had continued in existence.

#### **SECTION 606. Authority's Option to Cure Mortgage Default.**

In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Authority may at its option cure such default or breach, in which case the Authority shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Authority in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement; Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

#### **SECTION 607. Mortgage and Holder.**

For the purposes of this Agreement: The term "Mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "Holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

### **ARTICLE VII. REMEDIES**

#### **SECTION 701. 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, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. Provided, however, that if any such default or breach is incapable of being cured in such sixty (60) day period and the Redeveloper is diligently pursuing the cure of such breach or default, the time for curing the same will be extended accordingly. 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 institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

**SECTION 702.** Termination by Redeveloper.

In the event that:

- (a) the Authority does not tender conveyance of the Property or possession thereof in the manner and condition and by the date provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or
- (b) the Authority shall fail to perform any of its covenants or obligations to be performed hereunder prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper;

then this Agreement, may, at the option of the Redeveloper, be terminated by written notice thereof to the Authority, and neither the Authority nor the Redeveloper shall have any further rights against or liability to the other under this Agreement with respect to the terminated portion thereof.

**SECTION 703.** Termination by Authority Prior to Conveyance.

In the event that:

- (a) Prior to the conveyance of the Property and in violation of this Agreement, which requires, among other things, the consent of the Authority to certain transfers and assignments:
  - (i) the Redeveloper (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein, or in the Property, in a manner not permitted by this Agreement; or
  - (ii) there is any change in the ownership or distribution of the equity, stock, or partnership interests of the Redeveloper, in a manner not permitted by this Agreement; or
- (b) The Redeveloper does not submit evidence, satisfactory to the Authority, of financing capacity and any commitments necessary for the construction of the Improvements, in accordance with Part I, Section 5 of this Agreement; or
- (c) The Redeveloper shall fail to submit Construction Documents to the Authority, in the manner and by the dates provided in Part I, Section 5, or the Redeveloper shall fail to

obtain the approval of such Construction Documents by the Authority within the times provided in Part I, Section 5; or

- (d) The Redeveloper does not pay the consideration and take title to the Developable Land upon tender of conveyance by the Authority pursuant to this Agreement; or
- (e) The Redeveloper fails to perform any of the material covenants or obligations required of the Redeveloper under this Agreement;

and, if any default or failure referred to in this Section 703 shall not be cured within thirty (30) days after the date of written demand by the Authority; then this Agreement, and any rights of the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Authority or any portion of the Property, may, at the option of the Authority, be terminated by the Authority, in which event, neither the Redeveloper (or assignee or transferee) nor the Authority shall have any further rights against or liability to the other under this Agreement.

**SECTION 704. Revesting Title in Authority Upon Happening of Event Subsequent to Conveyance to Redeveloper.**

In the event that subsequent to conveyance to the Redeveloper of the Developable Land or any part thereof and prior to completion of the Improvements to be made on the Property, as certified by the Authority:

- (a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements after written demand by the Authority so to do); or
- (b) the Redeveloper or the HOA (or successors in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien not authorized by the Agreement, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or
- (c) there is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the equity, stock, or partnership interests of the Redeveloper (except Permitted Transfers), and such violation shall not

be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

then the Authority shall have the right to reenter and take possession of the Property and to terminate (and revert in the Authority) the estate conveyed by the Deeds to the Redeveloper, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Redeveloper and the HOA shall be made upon, and that the Deeds shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interests in and to the Property conveyed by the Deeds to the Redeveloper and the HOA, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall revert to the Authority; Provided, that such condition subsequent and any reversion of title as a result thereof in the Authority:

- (a) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (b) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 307 hereof.

#### **SECTION 705. Resale of Reacquired Property; Disposition of Proceeds.**

Upon the reversion in the Authority of title to the Property or any part thereof as provided in Section 704, the Authority shall, pursuant to its responsibilities under state law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Improvements or such other Improvements in their stead as shall be satisfactory to the Authority and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the Authority, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Authority, 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 Authority 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 (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership

thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt), any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its 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 Authority by the Redeveloper, its successors or transferees; and

- (b) Second, to reimburse the Redeveloper, its successors or transferee, up to the amount equal to (1) the sum of the Purchase Price paid by it for the Property (or allocable to the part thereof), all advances of the acquisition costs made by the Redeveloper to the Authority, if any, and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Authority.

#### **SECTION 706. Other Rights and Remedies of Authority; No Waiver by Delay.**

The Authority shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record or file among the public land records in the office in which the Deeds are recorded a written declaration of the termination of all the right, title and interest of the Redeveloper, and its successors in interest and assigns (except for such individual parts, portions or parcels of the Property upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with this Agreement, and for which a Certificate of Completion as provided in Section 307 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof), in the Property, and the revesting of title thereto in the Authority; provided, that any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way (it being the intent of this provision that the Authority should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Authority with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Authority with respect to any other defaults by the Redeveloper under this Section or with respect to the particular default except to the extent specifically waived in writing.

#### **SECTION 707. Forced Delay in Performance for Causes Beyond Control of Party.**

For the purpose of any of the provisions of the Agreement, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or



default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, 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, discovery of additional environmental matters which interfere with the construction of the Improvements, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

#### **SECTION 708. Rights and Remedies Cumulative.**

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or 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 with respect to the particular obligation of the other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

#### **SECTION 709. Party in Position of Surety with Respect to Obligations.**

The Redeveloper for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

### **ARTICLE VIII. MISCELLANEOUS**

#### **SECTION 801. Conflict of Interests; Authority Representatives not Individually Liable.**

No member, official, 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 or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Authority shall be personally liable to the Redeveloper, 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 the Redeveloper or successor on any obligations under the terms of the Agreement.

### **SECTION 802. Equal Employment Opportunity.**

The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in this Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
- (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
- (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

### **SECTION 803. Provisions Not Merged With Deed.**

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to any portion of the Property from the Authority to the Redeveloper, the HOA, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

### **SECTION 804. Titles of Articles and Sections.**

Any titles of the several parts, Articles and Sections of this Agreement, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

## **SECTION 805. Other Federal Requirements.**

With respect to any redevelopment and construction obligation imposed on the Redeveloper by this Agreement, the following provisions shall apply:

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include said Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and

subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

**SECTION 806. No Broker Agreement.**

Each party hereto represents to each other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party hereto 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 foregoing representations.

**SECTION 807. Applicable Law, Severability and 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 or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision, or portion thereof, and each provision of this Agreement shall be 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 that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

**SECTION 808. Amendments to Agreement.**

This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.

**SECTION 809. Third Parties.**

Except as expressly provided otherwise in this Agreement for mortgagees, 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.

**SECTION 810. 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.

**SECTION 811. 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.

**SECTION 812. Formalities and Authority.**

The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

## **SCHEDULE A – Legal Description**

### Developable Land:

Lots 8 through 14 of Block 6 of the Final Plat of the Hill at Bricktown Section 3

Lots 8 through 28 of Block 9 of the Final Plat of the Hill at Bricktown Section 3

Lots 1 through 26 of Block 10 of the Final Plat of the Hill at Bricktown Section 3

Lots 1 through 7 of Block 11 of the Final Plat of the Hill at Bricktown Section 3

Lots 1 through 5 of Block 12 of the Final Plat of the Hill at Bricktown Section 3

### Common Area:

Common Area C

Common Area G

Common Area H

FINAL PLAT  
of

# THE HILL AT BRICKTOWN SECTION 3

A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12  
AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN

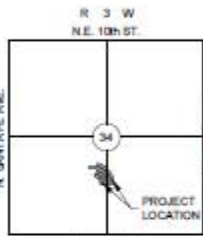
BEING A PART OF THE SW/4 & SE/4, SEC. 34, T12N, R3W, I.M.

AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

## SCHEDULE A-1



BASIS OF BEARING:  
THE SOUTH LINE OF THE SW/4 OF  
SECTION 34, T12N, R3W, I.M.,  
HAVING A BEARING OF N89°48'02"E



RENO AVE  
LOCATION MAP  
SCALE: 1"=4000'

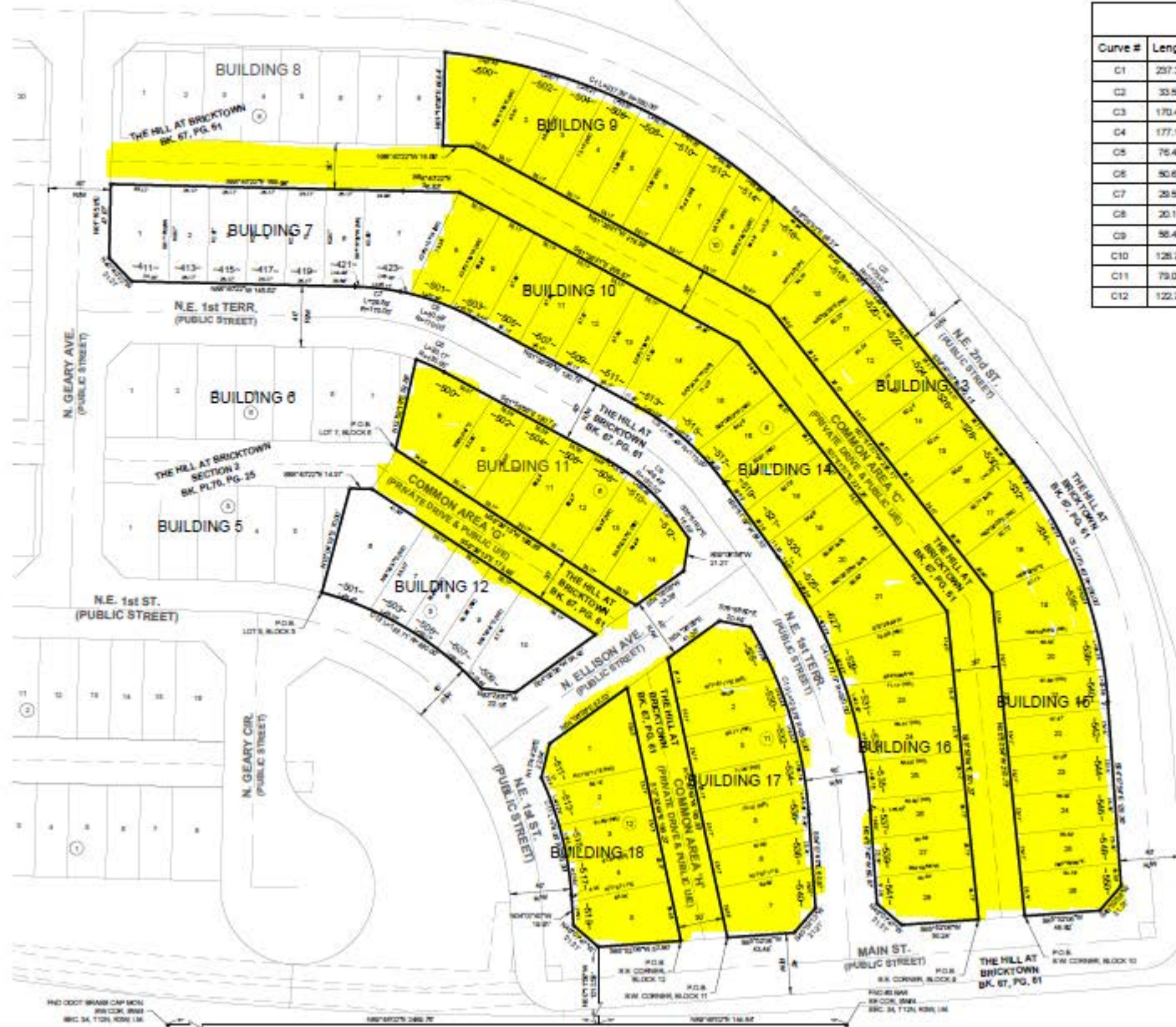
LEGEND:

- P.D.C. • POINT OF COMMENCEMENT
- P.O.B. • POINT OF BEGINNING
- NR • NOT RADIAL
- BL • BUILDING LIMIT LINE
- D & UE • DRAINAGE & UTILITY EASEMENT
- UE • UTILITY EASEMENT
- DE • DRAINAGE EASEMENT
- L.N.A. • LIMITS OF NO ACCESS

- DENOTES FND. #3 BAR w/CAP STAMPED "JSA 1484" UNLESS OTHERWISE NOTED
- ◊ DENOTES SET #3 BAR w/CAP STAMPED "JSA 1484" UNLESS OTHERWISE NOTED
- ◊ DENOTES SET CST NAIL IN "1484 JSA SHIRT" UNLESS OTHERWISE NOTED



TYPICAL SIGHT TRIANGLE



Curve Table						
Curve #	Length	Radius	Tangent	Chord Length	Chord Direction	Delta
C1	257.39'	380.00'	122.71'	233.95'	S88°02'30"E	028°47'36"
C2	33.57'	210.00'	16.52'	33.53'	S43°34'46"E	009°08'32"
C3	170.40'	280.00'	87.20'	167.76'	S21°33'53"E	034°52'06"
C4	177.17'	320.00'	90.92'	174.92'	N19°58'21"W	031°43'22"
C5	75.45'	170.00'	36.98'	75.81'	N48°44'03"W	025°48'56"
C6	50.89'	170.00'	25.53'	50.50'	N70°09'30"W	017°08'03"
C7	39.59'	170.00'	14.63'	39.59'	N83°41'12"W	003°56'21"
C8	20.17'	130.00'	10.10'	20.15'	S88°02'30"E	008°53'17"
C9	58.45'	130.00'	29.73'	57.97'	S48°44'03"E	025°48'56"
C10	128.78'	280.00'	65.54'	127.63'	S17°18'03"E	026°20'53"
C11	79.05'	220.00'	39.96'	78.63'	N14°25'18"W	030°35'16"
C12	122.71'	220.00'	63.00'	121.13'	N81°58'53"W	031°57'36"

\*\*\*\*\* NOTE \*\*\*\*\*  
THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.  
DATE: 07/20/2017

NOTES:

1. Common areas are for private access, landscaping, architectural elements, art work, signs, etc.
2. A sidewalk is required on each lot where it abuts a local and/or collector street. The sidewalk is required at the building permit stage and must be installed prior to the issuance of a Certificate of Occupancy from the City of Oklahoma City for the applicable lot.
3. Maintenance of the private drives, common areas, and private drainage easements is the responsibility of the property owners within the plat. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, shall be placed within drainage related common areas or drainage easements.

FINAL PLAT  
of  
**THE HILL AT BRICKTOWN SECTION 3**

A REPLAT OF A PORTION OF BLOCKS 5 & 6 AND ALL OF BLOCKS 7, 9, 10, 11 & 12 AND A PORTION OF COMMON AREA 'C' OF THE HILL AT BRICKTOWN

Johnson & Associates, Inc.  
1 E. Sheridan Ave., Suite 200  
Oklahoma City, OK 73104  
405.233.8275 FAX: 405.233.8273  
Certificate of Professional Engineer No. 2007-0001  
SCHEDULE A - SURVEY DATA PLAT  
DATE: 07/20/2017





## SCHEDULE B – Form of Deed

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

EXEMPT DOCUMENTARY STAMP TAX  
O.S. Title 68, Article 32, Section 3202, Paragraph 11

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

## SPECIAL WARRANTY DEED

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

**WHEREAS**, the Harrison-Walnut Urban Renewal Plan, as amended (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the “Urban Renewal Plan”) for the Harrison-Walnut Urban Renewal Project, 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; and

**WHEREAS**, The City of Oklahoma City (“City”) has authorized the Oklahoma City Urban Renewal Authority (“Authority”) to administer and implement certain activities pursuant to the Urban Renewal Plan; and

**WHEREAS**, pursuant to the Urban Renewal Plan and the Oklahoma Urban Renewal Law, Title 11, Oklahoma Statutes, Section 38-101, *et seq.*, the Authority is authorized to transfer individual portions of land in the urban renewal area pursuant to the objectives of the Urban Renewal Plan; and

**WHEREAS**, the Authority and The Hill at Bricktown, L.L.C. have entered into an Amended and Restated Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) whereby the Redeveloper has agreed to undertake the redevelopment of certain real property located in the urban renewal area; and

**WHEREAS**, pursuant to the Redevelopment Agreement, The Hill at Bricktown, L.L.C. has agreed to undertake such redevelopment in accordance with the public purposes which the City has adopted and undertaken pursuant to the Urban Renewal Plan and the provisions and requirements of applicable state and local laws.

**NOW, THEREFORE**, this Deed, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

(hereinafter referred to as the “Grantor”), acting herein pursuant to the above-mentioned law, and **THE HILL AT BRICKTOWN, L.L.C. [The Hill at Bricktown Homeowners Association, Inc. for Common Area Property]** (hereinafter referred to as the “Grantee”).

**WITNESSETH:**

That for and in consideration of the sum of TEN DOLLARS (\$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 to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, Oklahoma, together with improvements and fixtures located thereon, and all rights of ways, privileges and appurtenances pertaining thereto, known and described as:

**LEGAL DESCRIPTION**

(the “Property”);

Less and except any interest in and to oil, gas, coal, metallic ores and other minerals previously reserved or conveyed of record; and

Subject to any and all easements, restrictions, covenants, conditions and reservations of record, as described in the attached Exhibit A, applicable to the Property conveyed herein or any part thereof (the “Title Exceptions”).

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, except for the Title Exceptions, 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, FIFTH, SIXTH, and SEVENTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees and lessees forever to these covenants and conditions which covenants and conditions are as follows:

**FIRST:** The Grantee shall devote the Property hereby conveyed only to the uses and requirements permitted by the Urban Renewal Plan and applicable zoning.

**SECOND:** The Grantee 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 5 of the Redevelopment Agreement and for additional funds, if any, in an amount not to exceed the consideration herein specified (hereinafter referred to as 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 pursuant to the Redevelopment Agreement have been completed.

**THIRD:** The Grantee 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 \_\_\_\_\_, and the aforesaid improvements shall be completed no later than \_\_\_\_\_.

**FOURTH:** Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee 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, there shall be no transfer, and the Grantee shall not permit any transfer, by any party, owning twenty-five percent or more of the stock or partnership interests of the Grantee, of such stock or partnership interest, nor shall there be, or be suffered to be by the Grantee, any other similarly significant change in the ownership or interest of such stock or interest or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantee or the degree thereof, by any other method or means including, but not limited to, increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise.

**FIFTH:** The Grantee agrees for itself 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:** If the Property described herein is within an increment district established pursuant to 62 Okla. Stat. §850, *et seq.*, and the Grantee (or successor) is a public or private not for profit entity, the Grantee shall make payments in lieu of ad valorem taxes, commencing in any year in which an ad valorem tax exemption on the Property is in effect and all or a portion of the Property is leased or subleased to a private user not entitled to a tax exemption and terminating upon the termination of such increment district, on such private leasehold and the improvements thereon determined as if there were no tax exemption multiplied by a fraction, the numerator of which is the leaseable floor area of such private leasehold(s) and the denominator of which is the gross leaseable floor area of the improvements on the above-described Property, which payments in lieu of ad valorem taxes shall be paid to the County Treasurer of Oklahoma County at the same time and in the same manner and with the same interest and penalties thereon as other ad valorem

taxes, which payment obligations pursuant to this covenant numbered SIXTH are secured by a lien (or liens) in favor of the apportionment fund of the increment district arising annually at the same time, in the same manner, having the same priority, and subject to the same enforcement and remedies as liens to secure the annual payments of other ad valorem taxes, which lien or liens may also be evidenced by written notice executed by or on behalf of the County, the City of Oklahoma City, or the duly authorized designee of the City of Oklahoma City and filed in the records of the County Clerk of Oklahoma County, and which lien or liens may also be enforced by the County, the City of Oklahoma or on its behalf by its authorized designee by foreclosure in the same manner as foreclosure of a mortgage.

**SEVENTH:** Grantee, its successors or assigns, shall not use, access, obtain, extract, capture or otherwise bring to the surface any groundwater, including all percolating water and all water in known aquifers or aquifers discovered in the future, for any use or purpose whatsoever.

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 from its obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the Property hereby conveyed or any part thereof. The covenants numbered FIFTH and SEVENTH shall remain in effect without any limitation as to time. The covenant numbered SIXTH shall terminate upon the termination of increment district.

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 furnishes a Certificate of Completion (as hereinafter provided) as to any individual part or parcel and in case such breach or such violation shall not be cured, ended or remedied pursuant to the Redevelopment Agreement within ninety (90) days after written demand by the Grantor so to do with respect to covenants numbered SECOND and FOURTH and six (6) months after written demand by the Grantor so to do with respect to covenants numbered 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 terminate, 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 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 Urban Renewal 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, its 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 and its successors or transferees; and

**SECOND:** The Grantee, its successors or transferees is to be reimbursed up to an amount equal to the sum of the consideration specified herein and the related acquisitions costs paid by the Grantee to the Grantor (or allocable to the part thereof) plus the amount 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 FIFTH and SEVENTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST and FIFTH; the United States shall be deemed a beneficiary of the covenant numbered FIFTH; and the City of Oklahoma City, its designee, and Oklahoma County (hereinafter "County") shall each be deemed a beneficiary of the covenant numbered SIXTH; and such covenants shall run in favor of the Grantor, the City of Oklahoma City, the United States, the Authority and the County 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, the United States, the Authority, or the County 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 and FIFTH, the United States, in the event of any breach of the covenant numbered FIFTH, and the City of Oklahoma City, its designee, and the County, in the event of any breach of the covenant numbered 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 with respect to any individual parts or parcels in accordance with the provisions of the construction plans and the Redevelopment Agreement, the Grantor will furnish the Grantee with an appropriate instrument (the "Certificate of Completion") 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 and evidence of the 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.

The Certificate of Completion 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 provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said improvements in accordance with the Redevelopment Agreement and what measures or acts will be necessary for the Grantee 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 similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

**IN WITNESS WHEREOF**, the name of the Grantor is hereunto affixed by Catherine O'Connor, its Executive Director, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**IN WITNESS WHEREOF**, the name of the Grantee is hereunto affixed by Dr. William Canfield, its Manager, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**THE HILL AT BRICKTOWN, L.L.C.**,  
an Oklahoma limited liability company,  
[OR  
**THE HILL AT BRICKTOWN HOMEOWNERS  
ASSOCIATION, INC.**,  
an Oklahoma corporation]  
"Grantee"

BY: \_\_\_\_\_  
Dr. William Canfield, Manager

**ACKNOWLEDGEMENTS**

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

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC, NO.: \_\_\_\_\_

My Commission expires:

(Seal)

\_\_\_\_\_

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

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared Dr. William Canfield, to me known to be the identical persons who subscribed the name of the Grantee thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC, NO.: \_\_\_\_\_

My Commission expires:

(Seal)  
\_\_\_\_\_



## **SCHEDULE C – Permitted Title Exceptions**

None.

[To be updated and revised on or before closing to reflect any additional matters or exceptions to fee simple title to the Property which are listed as exceptions in the Title Commitment, as approved, or waived as a Title Objection by the Redeveloper.]

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the Five Months Ending November 30, 2019

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>	<u>OCRC</u>	<u>Shop</u>	<u>Total</u>	<u>2019-20</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>		<u>Fund</u>		
Assets											
Cash	1,239,882	155,205	54,177	165,279	-	-	225,849	186,263	520,511	2,547,166	
Investments	986,000	-	-	-	-	-	737,000	-	-	1,723,000	
Accounts Receivable	-	18,618	-	-	-	-	-	-	-	18,618	
Due from Other Governmental Entities	-	44,756	-	-	-	-	401,295	-	-	446,051	
Due from (to) Other Funds	557,659	(218,579)	-	(108,445)	(8,999)	(221,637)	-	-	-	-	
<b>Total Assets</b>	<b>2,783,541</b>	<b>-</b>	<b>54,177</b>	<b>56,834</b>	<b>(8,999)</b>	<b>(221,637)</b>	<b>1,364,144</b>	<b>186,263</b>	<b>520,511</b>	<b>4,734,835</b>	
Liabilities and Fund Balances											
Accounts Payable	-	-	-	-	-	-	-	-	-	-	
Deposits	900	-	-	25,000	-	-	-	-	-	25,900	
<b>Total Liabilities</b>	<b>900</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,900</b>	
<b>Total Fund Balances</b>	<b>2,782,641</b>	<b>-</b>	<b>54,177</b>	<b>31,834</b>	<b>(8,999)</b>	<b>(221,637)</b>	<b>1,364,144</b>	<b>186,263</b>	<b>520,511</b>	<b>4,708,935</b>	
<b>Total Liabilities and Fund Balances</b>	<b>2,783,541</b>	<b>-</b>	<b>54,177</b>	<b>56,834</b>	<b>(8,999)</b>	<b>(221,637)</b>	<b>1,364,144</b>	<b>186,263</b>	<b>520,511</b>	<b>4,734,835</b>	
Revenues											
Grant Revenues - CDBG	51,935	-	-	-	-	-	-	-	-	51,935	1,200,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	300,000
Lease Revenues	1,925	-	-	-	9,710	-	-	-	262,169	273,804	700,000
Real Estate Sales	541,071	-	-	-	-	-	-	-	-	541,071	5,400,000
Interest	11,625	-	-	28	-	-	12,930	331	-	24,913	60,000
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-	-
Other	300	-	-	-	-	-	-	-	-	300	-
<b>Total Revenues</b>	<b>606,856</b>	<b>-</b>	<b>-</b>	<b>28</b>	<b>9,710</b>	<b>-</b>	<b>12,930</b>	<b>331</b>	<b>262,169</b>	<b>892,023</b>	<b>7,660,000</b>
Expenditures											
General and Administrative	76,983	-	-	104,739	6,590	56,931	652	-	195,264	441,160	991,000
Real Estate Acquisition	3,520	-	-	-	-	1,334	2,840	-	-	7,694	3,000,000
Real Estate Disposition	102,108	-	-	10,238	-	7,082	-	-	-	119,427	750,000
Site Clearance/Improvements	2,750	-	-	711,866	-	76,687	-	-	7,498	798,801	400,000
Legal	89,651	-	360	31,197	968	20,640	-	-	1,053	143,868	300,000
Other Professional	24,473	-	-	45,252	-	20,618	-	17,300	-	107,644	400,000
Property Management	126,119	-	-	3,887	-	35,527	-	-	61,372	226,905	501,000
Payments to the City of OKC	420,421	-	-	-	-	-	-	-	-	420,421	1,450,000
Other	15,001	-	-	-	11,151	2,818	240	-	16,806	46,017	60,000
<b>Total Expenditures</b>	<b>861,027</b>	<b>-</b>	<b>360</b>	<b>907,178</b>	<b>18,709</b>	<b>221,637</b>	<b>3,732</b>	<b>17,300</b>	<b>281,992</b>	<b>2,311,936</b>	<b>7,852,000</b>
<b>Changes in Fund Balance</b>	<b>(254,171)</b>	<b>-</b>	<b>(360)</b>	<b>(907,150)</b>	<b>(8,999)</b>	<b>(221,637)</b>	<b>9,197</b>	<b>(16,969)</b>	<b>(19,824)</b>	<b>(1,419,913)</b>	<b>(192,000)</b>
Fund Balance, Beginning of Year	3,036,812	-	54,537	938,984	-	-	1,354,947	203,232	540,335	6,128,847	
Fund Balance, Current	2,782,641	-	54,177	31,834	(8,999)	(221,637)	1,364,144	186,263	520,511	4,708,935	

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, 2019

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets										
Cash	1,239,882	155,205	54,177	165,279	-	-	225,849	186,263	520,511	2,547,166
Investments	986,000	-	-	-	-	-	737,000	-	-	1,723,000
Accounts Receivable	-	18,618	-	-	-	-	-	-	-	18,618
Due from Other Governmental Entities	-	44,756	-	-	-	-	401,295	-	-	446,051
Due from (to) Other Funds	557,659	(218,579)	-	(108,445)	(8,999)	(221,637)	-	-	-	-
<b>Total Assets</b>	<b>2,783,541</b>	<b>-</b>	<b>54,177</b>	<b>56,834</b>	<b>(8,999)</b>	<b>(221,637)</b>	<b>1,364,144</b>	<b>186,263</b>	<b>520,511</b>	<b>4,734,835</b>
Liabilities and Fund Balances										
Accounts Payable	-	-	-	-	-	-	-	-	-	-
Deposits	900	-	-	25,000	-	-	-	-	-	25,900
<b>Total Liabilities</b>	<b>900</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,900</b>
<b>Total Fund Balances</b>	<b>2,782,641</b>	<b>-</b>	<b>54,177</b>	<b>31,834</b>	<b>(8,999)</b>	<b>(221,637)</b>	<b>1,364,144</b>	<b>186,263</b>	<b>520,511</b>	<b>4,708,935</b>
<b>Total Liabilities and Fund Balances</b>	<b>2,783,541</b>	<b>-</b>	<b>54,177</b>	<b>56,834</b>	<b>(8,999)</b>	<b>(221,637)</b>	<b>1,364,144</b>	<b>186,263</b>	<b>520,511</b>	<b>4,734,835</b>
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	1,725	-	-	-	2,500	-	-	-	52,434	56,659
Real Estate Sales	-	-	-	-	-	-	-	-	-	-
Interest	3,363	-	-	2	-	-	583	49	-	3,997
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>5,088</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>2,500</b>	<b>-</b>	<b>583</b>	<b>49</b>	<b>52,434</b>	<b>60,656</b>
Expenditures										
General and Administrative	16,169	-	-	23,481	1,213	12,329	73	-	123,675	176,938
Real Estate Acquisition	-	-	-	-	-	-	2,840	-	-	2,840
Real Estate Disposition	13,729	-	-	738	-	-	-	-	-	14,467
Site Clearance/Improvements	-	-	-	56,176	-	-	-	-	4,156	60,332
Legal	24,135	-	-	2,524	-	3,030	-	-	1,053	30,741
Other Professional	-	-	-	6,975	-	-	-	-	-	6,975
Property Management	16,021	-	-	-	-	9,090	-	-	12,274	37,385
Payments to the City of OKC	420,421	-	-	-	-	-	-	-	-	420,421
Other	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>490,474</b>	<b>-</b>	<b>-</b>	<b>89,893</b>	<b>1,213</b>	<b>24,448</b>	<b>2,913</b>	<b>-</b>	<b>141,158</b>	<b>750,098</b>
<b>Changes in Fund Balance</b>	<b>(485,386)</b>	<b>-</b>	<b>-</b>	<b>(89,891)</b>	<b>1,287</b>	<b>(24,448)</b>	<b>(2,330)</b>	<b>49</b>	<b>(88,724)</b>	<b>(689,442)</b>
Fund Balance, Beginning of Period	3,268,027	-	54,177	121,725	(10,286)	(197,189)	1,366,475	186,214	609,235	5,398,377
Fund Balance, Current	2,782,641	-	54,177	31,834	(8,999)	(221,637)	1,364,144	186,263	520,511	4,708,935

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 October 31, 2019

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>	
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</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>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>
Assets										
Cash	1,770,239	30,011	54,177	231,725	-	-	228,180	186,214	609,235	3,109,780
Investments	986,000	-	-	-	-	-	737,000	-	-	1,723,000
Accounts Receivable	-	23,435	-	-	-	-	-	-	-	23,435
Due from Other Governmental Entities	-	166,767	-	-	-	-	401,295	-	-	568,062
Due from (to) Other Funds	512,688	(220,213)	-	(85,000)	(10,286)	(197,189)	-	-	-	-
<b>Total Assets</b>	<b>3,268,927</b>	<b>-</b>	<b>54,177</b>	<b>146,725</b>	<b>(10,286)</b>	<b>(197,189)</b>	<b>1,366,475</b>	<b>186,214</b>	<b>609,235</b>	<b>5,424,277</b>
Liabilities and Fund Balances										
Accounts Payable	-	-	-	-	-	-	-	-	-	-
Deposits	900	-	-	25,000	-	-	-	-	-	25,900
<b>Total Liabilities</b>	<b>900</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,900</b>
<b>Total Fund Balances</b>	<b>3,268,027</b>	<b>-</b>	<b>54,177</b>	<b>121,725</b>	<b>(10,286)</b>	<b>(197,189)</b>	<b>1,366,475</b>	<b>186,214</b>	<b>609,235</b>	<b>5,398,377</b>
<b>Total Liabilities and Fund Balances</b>	<b>3,268,927</b>	<b>-</b>	<b>54,177</b>	<b>146,725</b>	<b>(10,286)</b>	<b>(197,189)</b>	<b>1,366,475</b>	<b>186,214</b>	<b>609,235</b>	<b>5,424,277</b>
Revenues										
Grant Revenues - CDBG	51,935	-	-	-	-	-	-	-	-	51,935
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	200	-	-	-	1,667	-	-	-	104,867	106,734
Real Estate Sales	421,821	-	-	-	-	-	-	-	-	421,821
Interest	4,135	-	-	4	-	-	4,217	61	-	8,417
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	300	-	-	-	-	-	-	-	-	300
<b>Total Revenues</b>	<b>478,391</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>1,667</b>	<b>-</b>	<b>4,217</b>	<b>61</b>	<b>104,867</b>	<b>589,207</b>
Expenditures										
General and Administrative	16,738	-	-	19,873	2,273	14,465	229	-	-	53,577
Real Estate Acquisition	3,464	-	-	-	-	1,334	-	-	-	4,798
Real Estate Disposition	938	-	-	4,500	-	3,000	-	-	-	8,438
Site Clearance/Improvements	-	-	-	497,424	-	76,687	-	-	-	574,111
Legal	-	-	-	-	-	(77)	-	-	-	(77)
Other Professional	10,984	-	-	8,058	-	10,161	-	-	-	29,203
Property Management	39,474	-	-	1,992	-	3,619	-	-	12,274	57,359
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-
Other	15,001	-	-	-	11,151	2,818	100	-	16,806	45,877
<b>Total Expenditures</b>	<b>86,599</b>	<b>-</b>	<b>-</b>	<b>531,847</b>	<b>13,424</b>	<b>112,006</b>	<b>329</b>	<b>-</b>	<b>29,080</b>	<b>773,286</b>
<b>Changes in Fund Balance</b>	<b>391,792</b>	<b>-</b>	<b>-</b>	<b>(531,843)</b>	<b>(11,758)</b>	<b>(112,006)</b>	<b>3,888</b>	<b>61</b>	<b>75,787</b>	<b>(184,079)</b>
Fund Balance, Beginning of Period	2,876,235	-	54,177	653,569	1,471	(85,183)	1,362,586	186,153	533,448	5,582,456
Fund Balance, Current	3,268,027	-	54,177	121,725	(10,286)	(197,189)	1,366,475	186,214	609,235	5,398,377

Oklahoma City Urban Renewal Authority  
Schedule of Investments  
November 30, 2019

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Goldman Sachs Bank USA CD	2.25%	01/24/20	01/24/18	247,000
Wells Fargo Bank NA CD	2.80%	07/13/20	07/13/18	245,000
Medallion Bank Utah CD	2.70%	07/20/20	07/19/18	245,000
Barclay's Bank Delaware CD	2.90%	10/13/20	10/10/18	247,000
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
<b>Total Investments</b>	<b>2.62%</b>			<b>1,723,000</b>