

AGENDA
REGULAR MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, DECEMBER 15, 2021
CONFERENCE ROOM
431 WEST MAIN STREET, SUITE B
10:30 A.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, October 20, 2021

HARRISON-WALNUT

5. Resolution No. _____ Authorizing and Ratifying an Agreement for Professional Services with Open Design Collective, Inc. for Community Engagement, Feasibility Assessment, and Reuse Recommendations for the Historic Brockway Center and Lyons Mansion, Harrison-Walnut Urban Renewal Plan, John F. Kennedy (Okla. R-35) Urban Renewal Plan, And Oklahoma Regional Innovation District Project Plan

NORTHEAST RENAISSANCE

6. Resolution No. _____ Authorizing the Acquisition of Certain Real Property Generally Located Between Northeast 23rd Street, Northeast 26th Street, North Martin Luther King Avenue, and North Highland Drive, by Negotiation or by Exercise of Eminent Domain, if Necessary, Northeast Renaissance Urban Renewal Plan
7. Resolution No. _____ Authorizing Coordination and Collaboration with the City of Oklahoma City for the Implementation of a Beautification Project of the MAPS 4 Program Related to the Acquisition and Remediation of Certain Real Property Generally Located on the Northeast Corner of the Major Corridor of Northeast 23rd Street and North Martin Luther King Avenue and Authorizing the Executive Director to Negotiate and Enter into an Agreement with the City Dictating the Terms for Implementation of Such Project, Northeast Renaissance Urban Renewal Plan
8. Resolution No. _____ Amending the Redevelopment Agreement with One Red Oak, L.L.C., for the Redevelopment of the Former Marcus Garvey School, Located at the Northwest Corner of Northeast 24th Street and North Jordan Avenue, to Extend Commencement and Completion Dates; Approving All Design-Related Documents; and Authorizing the Executive Director to Approve Evidence of Financing; Northeast Renaissance Urban Renewal Plan

OCURA AGENDA

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CORE TO SHORE

9. Resolution No. _____ Approving a Contract for Sale of Land and Redevelopment with Oklahoma Humane Society for the Redevelopment of Property Located at the Southwest Corner of Southwest 10th Street and South Harvey Avenue, Core to Shore Urban Renewal Plan

GENERAL MATTERS

10. Resolution No. _____ Approving a Vendors List for Professional Services Providers, Including Architects, City Planners, Environmental Scientists and Environmental Testing Service Providers, Independent Appraisers, Title Examiners and Title Insurance Providers, Surveyors, Civil Engineers, Traffic Consultants, Demolition Services, and Community Engagement Services
11. Presentation of Interim Financial Report for the Period Ending October 31, 2021
12. Staff Report
13. Citizens to be heard
14. Adjournment

Official action can only be taken on items which appear on the Agenda. The OCURA Board of Commissioners may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Commissioners may refer the matter to the Executive Director or Legal Counsel. The Board may also refer items to staff or committees for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely.

Posted at the offices of the City Clerk, and at 431 W. Main Street, Suite B by 10:30 a.m. on Tuesday, December 14, 2021 by Shira Lucky, Convening & Outreach Specialist

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, OCTOBER 20, 2021

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, October 20, 2021 at 10:30 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
Mr. Lee E. Cooper, Jr.
Mr. Russell M. Perry
Ms. Judy J. Hatfield

Commissioners Absent:

Mr. James R. Tolbert, III

Staff Members Present:

Catherine O’Connor, Executive Director
Dan Batchelor, OCURA, General Counsel, CEDL
Leslie Batchelor, OCURA, Associate General Counsel, CEDL
Emily Pomeroy and Jeff Sabin, CEDL
Olen Cook, Keith Kuhlman, Geri Harlan, Shira Lucky, Leana Dozier, Cassi Poor, Micah Snyder and Pam Lunnon, The Alliance

Others Present:

Steve Lackmeyer, The Oklahoman
Randy Hogan, Hogan Properties
Sara Cowan
Micah Stirling

OCURA Board of Commissioners, Wednesday, October 20, 2021

The Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, September 15, 2021. Commissioner Perry moved the adoption of the minutes and upon second by Commissioner Hatfield, motion carried by the following roll call votes:

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

Minutes Approved

The Chairman introduced the following resolutions:

MAPS SPORTS ENTERTAINMENT PARKING

Resolution No. 5995 entitled:

“Approving an Amendment to the Development Plan (Including Phasing Plan), as Amended, for the Bricktown Entertainment Center, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan”

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

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

Resolution Adopted

Resolution No. 5996 entitled:

“Approving Second Amended and Corrected Terminable Non-Exclusive Easement, for the Bricktown Entertainment Center, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan”

OCURA Board of Commissioners, Wednesday, October 20, 2021

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

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

Resolution Adopted

Resolution No. 5997 entitled:

“Approving Partial Assignment of Redevelopment Agreement and Agreement to Exercise Option to Purchase from Bricktown Entertainment, L.L.C., to the City of Oklahoma City, for those Portions of Bricktown Entertainment Center Phase III Adjacent to the Centennial Land Run and the Northernmost Extension of the Oklahoma Riverfront Improvements, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan”

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

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

Resolution Adopted

HARRISON-WALNUT

Resolution No. 5998 entitled:

“Authorizing Acquisition of Parcels of Land Located Adjacent to I-235, between N.E. 13th Street and N.E. 5th Street, from the Oklahoma Department Of Transportation, Harrison-Walnut Urban Renewal Plan”

OCURA Board of Commissioners, Wednesday, October 20, 2021

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

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

Resolution Adopted

JFK PROJECT AREA

Resolution No. 5999 entitled:

“Approving a Redevelopment Agreement with Angelia Hill for Development of Two Single-Family Residences, Near the Intersection of Northeast 8th Street and North Jordan Avenue and on North Lottie Avenue in between East Park Place and Northeast 11th Street, John F. Kennedy Urban Renewal Plan”

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

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

Resolution Adopted

Resolution No. 6000 entitled:

“Approving a Redevelopment Agreement with Sara Cowan for Development of a Single-Family Residence on Northeast 14th Street in between North Martin Luther King Avenue and North Irving Street, John F. Kennedy Urban Renewal Plan”

OCURA Board of Commissioners, Wednesday, October 20, 2021

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

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

Resolution Adopted

GENERAL MATTERS

Resolution No. 6001 entitled:

“Authorizing a Community Development Block Grant Operating Agreement with the City of Oklahoma City for Fiscal Year 2021–2022 and Execution of the Agreement by the Executive Director”

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

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

Resolution Adopted

Resolution No. 6002 entitled:

“Approving a Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and the Alliance for Economic Development of Oklahoma City, Inc., for the Management of the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City for Fiscal Year 2021–2022”

OCURA Board of Commissioners, Wednesday, October 20, 2021

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

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

Resolution Adopted

Resolution No. 6003 entitled:

“Approving Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, for the Provision of General Counsel Services Needed in Connection with the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City for Fiscal Year 2021–2022”

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

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

Resolution Adopted

Resolution No. 6004 entitled:

“Approving a Budget Amendment for the Period of July 1, 2021, through June 30, 2022 and Authorizing the Executive Director to Make Future Budget Adjustments”

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

OCURA Board of Commissioners, Wednesday, October 20, 2021

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

Resolution Adopted

Financial Report

Geri Harlan presented the financial reports through August 31, 2021.

Commissioner Hatfield moved to accept financials, and upon second by Commissioner Perry, motion carried by the following roll call vote:

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

Financials Received

Staff Report - none

Citizens to be heard

There being no further business to come before the Board, the Acting Chairman adjourned the meeting at 10:58 a.m.

Secretary

OCURA Board of Commissioners, Wednesday, October 20, 2021

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: December 15, 2021
Ref: Resolution Authorizing and Ratifying an Agreement for Professional Services with Open Design Collective, Inc. for Community Engagement, Feasibility Assessment, and Reuse Recommendations for the Historic Brockway Center and Lyons Mansion, Harrison-Walnut Urban Renewal Plan, John F. Kennedy Urban Renewal Plan, and Oklahoma Regional Innovation District Project Plan

Background: In 2019, OCURA purchased the historic Lyons Mansion and OCRA purchased the historic Brockway Center. Both OCURA and OCRA are authorized to carry out their respective project plans to ensure the objectives are met.

The National Trust for Historic Preservation in the United States has awarded OCURA a \$75,000 grant from the National Trust's African American Cultural Heritage Action Fund to use towards planning efforts for the future of the Lyons Mansion and the Brockway Center and also has available a \$50,000 grant from the William R. Kenan, Jr. Charitable Trust to develop a business plan for the properties. OCURA and the National Trust have entered into a Memorandum of Agreement setting forth the collaborative efforts of OCURA and the National Trust for a two-phase, community-centered process to identify new uses for the properties and to develop a business plan for them.

Open Design Collective, Inc. submitted a proposal for services in response to a solicitation issued by OCURA and was found to be the most responsive. An agreement for professional services has been executed between OCURA and Open Design Collective, Inc. It is appropriate and desirable to authorize the agreement for professional services and ratify its execution by the Executive Director and to authorize such additional actions as are necessary or appropriate to carry out the community engagement process, feasibility assessment, and reuse recommendations for the properties, as contemplated by the Memorandum of Agreement with the National Trust.

Summary of Agenda Item: The resolution authorizes and ratifies an Agreement for Professional Services with Open Design Collective, Inc.

Recommendation: Approval of Resolution

Attachments: Executed Agreement for Professional Services

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND RATIFYING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH OPEN DESIGN COLLECTIVE, INC. FOR COMMUNITY ENGAGEMENT, FEASIBILITY ASSESSMENT, AND REUSE RECOMMENDATIONS FOR THE HISTORIC BROCKWAY CENTER AND LYONS MANSION, HARRISON-WALNUT URBAN RENEWAL PLAN, JOHN F. KENNEDY (OKLA. R-35) URBAN RENEWAL PLAN, AND OKLAHOMA REGIONAL INNOVATION DISTRICT PROJECT PLAN

WHEREAS, in 2019, the Oklahoma City Urban Renewal Authority (“OCURA”) acquired the historic Lyons Mansion, located at 300 N.E. 3rd Street, Oklahoma City, Oklahoma (sometimes also referred to as the “Luster Mansion”), and the Oklahoma City Redevelopment Authority (“OCRA”) acquired the historic Brockway Center, located at 1440 N. Everest Avenue; and

WHEREAS, OCURA and OCRA are both authorized to carry out and administer the provisions of the Oklahoma Regional Innovation District Project Plan (“Project Plan”), in order to meet its objectives, including to create relationships with adjacent neighborhoods, as well as planning and place-making for cultural spaces; and

WHEREAS, OCURA is engaged in the implementation of the Harrison-Walnut Urban Renewal Plan, as amended (“Harrison-Walnut Plan”) and the John F. Kennedy Urban Renewal Project Plan (“JFK 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 renovation, preservation, rehabilitation, and redevelopment of the Lyons Mansion and the Brockway Center are appropriate and important public benefits and are supportive of the objectives of the Harrison-Walnut Plan and the JFK Plan; and

WHEREAS, the National Trust for Historic Preservation in the United States (the “National Trust”), a nonprofit corporation, has awarded OCURA a \$75,000 grant from the National Trust’s African American Cultural Heritage Action Fund to use towards planning efforts for the future of the Lyons Mansion and the Brockway Center (together, the “Properties”) and also has available a \$50,000 grant from the William R. Kenan, Jr. Charitable Trust to develop a business plan for the Properties; and

WHEREAS, OCURA and the National Trust have entered into a Memorandum of Agreement setting forth the collaborative efforts of OCURA and the National Trust for a two-phase, community-centered process to identify new uses for the Properties and to develop a business plan for them; and

WHEREAS, OCURA issued a solicitation for professional services to seek a qualified consultant or consultant team to assist OCURA in carrying out the community engagement

process, feasibility assessment, and reuse recommendations for the Properties, as contemplated by the Memorandum of Agreement; and

WHEREAS, Open Design Collective, Inc. (“Consultant”) submitted a proposal for such services that the selection committee and staff find the most responsive to the public invitation, as well as appropriate and desirable; and

WHEREAS, legal counsel prepared an agreement for professional services, which has been executed by Consultant and the Executive Director so that work could begin in a timely manner; and

WHEREAS, it is appropriate and desirable to authorize the agreement for professional services and ratify its execution by the Executive Director and to authorize such additional actions as are necessary or appropriate to carry out the community engagement process, feasibility assessment, and reuse recommendations for the Properties, as contemplated by the Memorandum of Agreement with the National Trust.

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

1. The Agreement for Professional Services with Open Design Collective, Inc. for the Brockway Center and Lyons Mansion Reuse Feasibility Study is hereby authorized and its execution by the Executive Director is hereby ratified.
2. The Executive Director, Legal Counsel, and officers and staff of OCURA are authorized and directed to prepare and execute such documents and to take such actions as may be appropriate or desirable to carry out the community engagement process, feasibility assessment, and reuse recommendations for the Properties.

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 **regular** 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 **15th** day of **December, 2021**; 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)

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND
OPEN DESIGN COLLECTIVE, INC.
FOR THE BROCKWAY CENTER AND LYONS MANSION REUSE FEASIBILITY
STUDY

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Services Agreement”) is made and entered into effective as of the 6th day of December 2021, by and between the Oklahoma City Urban Renewal Authority (“OCURA”), an Oklahoma public body corporate, and Open Design Collective, Inc. (“Consultant”), an Oklahoma not-for-profit corporation.

RECITALS

A. In 2019, OCURA acquired the historic Lyons Mansion, located at 300 N.E. 3rd Street, Oklahoma City, Oklahoma (sometimes also referred to as the “Luster Mansion”), and the Oklahoma City Redevelopment Authority (“OCRA”) acquired the historic Brockway Center, located at 1440 N. Everest Avenue; and

B. OCURA and OCRA are both authorized to carry out and administer the provisions of the Oklahoma Regional Innovation District Project Plan (“Project Plan”), in order to meet its objectives, including to create relationships with adjacent neighborhoods, as well as planning and place-making for cultural spaces; and

C. OCURA is engaged in the implementation of the Harrison-Walnut Urban Renewal Plan, as amended (“Harrison-Walnut Plan”) and the John F. Kennedy Urban Renewal Project Plan (“JFK 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

D. The renovation, preservation, rehabilitation, and redevelopment of the Lyons Mansion and the Brockway Center are appropriate and important public benefits and are supportive of the objectives of the Harrison-Walnut Plan and the JFK Plan; and

E. The National Trust for Historic Preservation in the United States (the “National Trust”), a nonprofit corporation, has awarded OCURA a \$75,000 grant from the National Trust’s African American Cultural Heritage Action Fund to use towards planning efforts for the future of the Lyons Mansion and the Brockway Center (together, the “Properties”) and also has available a \$50,000 grant from the William R. Kenan, Jr. Charitable Trust to develop a business plan for the Properties; and

F. OCURA and the National Trust have entered into a Memorandum of Agreement setting forth their collaborative efforts for a two-phase, community-centered process to identify new uses for the Properties and to develop a business plan for them; and

G. OCURA issued an invitation for proposals to identify a consultant or consultant team to assist OCURA in carrying out the community engagement process, feasibility assessment,

and reuse recommendations for the Properties, as contemplated by the Memorandum of Agreement; and

H. Consultant submitted a proposal for such services that the selection committee and staff find the most responsive to the RFP, appropriate, and desirable; and

I. OCURA's procurement and selection processes have complied with the provisions for soliciting professional service providers; and

J. It is appropriate and desirable to enter into this professional services agreement with the Consultant to complete the work contemplated by the RFP.

NOW, THEREFORE, the parties agree to all the foregoing and further agree as follows:

Section 1. Services to be Provided. Consultant shall perform the community outreach and engagement, feasibility analysis, planning, concept development, and related services as described in the RFP and provided in the Scope of Work, attached here as Exhibit A and incorporated by reference herein ("Scope of Work"). Consultant shall provide all deliverables listed in the Scope of Work on or before thirty-seven weeks after execution of this Agreement unless extended in writing by OCURA. Consultant will perform its services consistent with the professional skill and care ordinarily provided by professionals performing similar services as those of Consultant under this Agreement and practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Scope of Work. OCURA will provide such additional assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

Section 2. Term of Agreement. The term of this Agreement shall be for thirty-seven weeks from date of execution, subject to any extensions provided in writing by OCURA in accordance with the terms contained herein.

Section 3. Consideration. In exchange for the services, activities, and work products to be provided under this Agreement, OCURA shall pay Consultant a total fee not to exceed \$79,050 ("Fee"). Subject to the terms and conditions contained herein, the Fee shall be paid as follows:

- a. Consultant shall submit a monthly invoice to OCURA substantially in the form of Exhibit B attached here;
- b. Each invoice shall indicate the work performed, the percentage of the Scope of Work that has been completed, the associated fee, as well as the amount billed to date and the amount currently due;
- c. OCURA shall pay the amount due within thirty (30) days of receipt of the invoice, provided the invoice is correct and the work has been performed satisfactorily in accordance with the terms of this Agreement.

Section 4. Records. Consultant agrees to maintain such records and follow such procedures as may be required under any applicable funding agreement and any such procedures as OCURA may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by Consultant for a period of four years, unless a longer period is required to resolve audit findings or litigation. In such cases, OCURA shall request a longer period of record retention.

Section 5. Relationship. The relationship of Consultant to OCURA shall be that of an independent consultant rendering professional services. Consultant shall have no authority to execute contracts or to make commitments on behalf of OCURA and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between OCURA and Consultant. Nothing contained in this Agreement, and no act or failure to act or representation, statement, report or opinion or the giving of or failure to give information by either party hereto, shall create a contractual relationship with or a cause of action in favor of a third party against either OCURA or Consultant.

OCURA understands that Consultant shall make recommendations based on community desires and needs. OCURA understands the need for Consultant to be transparent with the community about Consultant recommendations. OCURA understands this transparency is necessary to maintain the good will Consultant has built in the community.

Section 6. Suspension and Termination. If Consultant fails to comply with the terms and conditions of this Agreement, OCURA may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this contract in the manner specified herein:

a. **Suspension.** If Consultant fails to comply with the terms and conditions of this Agreement, or whenever Consultant is unable to substantiate full compliance with provisions of this Agreement, OCURA may suspend the contract pending corrective actions or investigation, effective not less than ten (10) business days following written notification to Consultant or its authorized representative. The suspension will remain in full force and effect until Consultant has taken corrective action and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by Consultant or its authorized representative during the period of suspension will be allowable under the contract except:

(i) Reasonable, proper and otherwise allowable costs which Consultant could not avoid during the period of suspension;

(ii) If upon investigation, Consultant is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed; and

(iii) In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned or otherwise terminated, OCURA shall pay Consultant for work performed through the date of suspension, abandonment or termination.

b. Termination for Cause. If Consultant fails to comply with the terms and conditions of this Agreement, following written notice and a reasonable opportunity to cure, which opportunity to cure shall not be less than ten (10) business days following notice, and any of the following conditions exists:

(i) The lack of compliance with the provisions of this Agreement is of such scope and nature that OCURA deems continuation of the Agreement to be substantially detrimental to the interests of OCURA;

(ii) Consultant has failed to take satisfactory action as directed by OCURA or its authorized representative within the time period specified by same, acting reasonably;

(iii) Consultant has failed within the time specified by OCURA or its authorized representative to substantiate its compliance with the terms and conditions of this Agreement; then,

OCURA may terminate this Agreement in whole or in part, and thereupon shall notify Consultant of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to seven (7) days' written notification of Consultant. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. Termination for Other Grounds. This Agreement may also be terminated in whole or in part:

(i) By OCURA, with the consent of Consultant, or by Consultant with the consent of the OCURA, in which case the two parties shall devise, by mutual agreement, the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated;

(ii) In the event OCURA fails to pay Consultant promptly or within thirty (30) days after invoices are rendered, OCURA agrees that Consultant shall have the right to consider said default a breach of this Agreement and the duties of Consultant under this agreement terminated. In such event, OCURA shall then promptly pay Consultant for all services performed and all allowable expenses incurred; in the event of a suspension of services, Consultant shall have no liability to OCURA for delay or damage caused OCURA because of such suspension of services and Consultant 's fees for the remaining services and the time schedules shall be equitably adjusted; and

(iii) OCURA may terminate this contract at any time giving at least thirty (30) days' notice in writing to Consultant. If the Agreement is terminated for convenience of OCURA as provided herein, Consultant will be paid for services rendered through the effective date of termination and any allowable and non-cancellable expenses incurred by Consultant.

Section 7. Changes, Amendments, and Modifications. OCURA understands that this project may be amended and/or different based on the actual and realized needs of the community in the course of the project. OCURA agrees to work with the Consultant in good faith or address any needs which may arise. OCURA may, from time to time, require changes or modifications in the Scope of Work to be performed. Such changes (including any decrease or increase in the amount of consideration) as are mutually agreed upon by OCURA and Consultant shall be incorporated in written amendments to this Agreement signed by both parties.

Section 8. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, OCURA.

All services required hereunder will be performed by Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the OCURA, other than those subcontractors specifically identified in Exhibit A. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

Section 9. Assignability. Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of OCURA thereto; provided, however, that claims for money by Consultant from OCURA under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to OCURA by Consultant.

Section 10. Reports and Information. Consultant, at such times and in such forms as OCURA may require, consistent with the terms of Consultant's Proposal, shall furnish OCURA such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

Section 11. Findings Property of OCURA; License Granted to Consultant for Reasonable Use. All of the reports, information, data, etc., prepared or assembled by Consultant under this Agreement are property of OCURA, and Consultant agrees that they shall not be made available by Consultant to any other individual or organization not involved with the assignment without prior written approval of OCURA. OCURA hereby grants approval to Consultant to use

the deliverables in furtherance of Consultant's charitable purposes, including as information regarding its experience for fundraising purposes. OCURA recognizes and agrees that Consultant's expertise and technology that it provides in the course of performing the work under this Agreement remain the property of Consultant. The provisions of this Section shall survive termination of the Agreement.

Section 12. Copyright. Subject to Section 11, no report, maps or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of Consultant. Any subsequent use or modification of Consultant's work product by anyone other than Consultant or its consultants shall be at the OCURA's sole risk and without liability to Consultant or its consultants.

Section 13. Compliance with Local Laws. Subject to the standard of care provided in this Agreement, Consultant shall perform its Services in accordance with all applicable laws, ordinances, and codes of the state and local government.

Section 14. No Guarantee by Consultant. Consultant's advice is based on its professional experience. Consultant does not guarantee Federal, State, local or other regulatory approval.

Section 15. Interest of Board Members and Officers of OCURA. No member of the Board of OCURA, and no other officer, employee, or agent of OCURA who exercises any functions or responsibilities in connection with the planning or carrying out, or performance of services for of the project, shall have any personal financial interest, direct, or indirect, in this Agreement.

Section 16. Interest of Other Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract.

Section 17. Interest of Consultant and Employees. Consultant covenants that neither it nor any of its agents or employees, presently has any financial interest, nor shall it or any of its agents or employees knowingly acquire a personal financial interest, direct or indirect, in either of the Properties or any other interest which would conflict in any manner or degree with the performance of its services hereunder during the Term of this Agreement. In the event Consultant becomes aware of any such conflict, it shall notify OCURA within a reasonable time. The parties recognize and agree that service on the board of a nonprofit organization does not constitute a personal financial interest.

Section 18. Insurance. Consultant will maintain commercial general liability, automobile liability, workers compensation and employer's liability insurance reasonably necessary in connection with Consultant's performance of its services while providing services under this Agreement. Consultant shall provide Certificates of Insurance to OCURA naming OCURA as an additional insured for its general liability policies (to the extent permitted by such policies), and shall provide proof of any legally required worker's compensation coverage to

OCURA. The requirement to maintain automobile liability insurance may be satisfied by Consultant's agents or employees carrying such automobile liability insurance as is required by applicable State law.

Section 19. Governing Law. Should it become necessary to determine the meaning or otherwise interpret any word, phrase or provision of this Agreement, or should the terms in any way be the subject of litigation in any court of laws or equity, it is agreed that the laws of the State of Oklahoma shall exclusively control.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original of this instrument.


Section 21. Third-Party Beneficiaries. The City of Oklahoma City (as beneficiary of OCURA), OCURA, the Alliance for Economic Development of Oklahoma City, and subcontractors expressly approved by OCURA shall be the only third-party beneficiaries of this Agreement. This Agreement is exclusively to benefit those parties and the parties hereto, and it is not for the benefit of any other person, as third-party beneficiary or otherwise; and this Agreement does not confer any rights, express or implied, on any other person or entity.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto set their hands this 6 day of December, 2021.

OPEN DESIGN COLLECTIVE, INC.

OKLAHOMA CITY URBAN
RENEWAL AUTHORITY

By: 
Name: Vanessa Morrison
Title: CEO

By: 
Catherine O'Connor, Executive Director

EXHIBIT A: SCOPE OF WORK

(Attached)

EXHIBIT A

Planning for the Future of the Brockway Center and Lyons Mansion Reuse Feasibility Study

Project Scope

Phase 1: Project Kick-Off:

During this stage we will meet internally as a team, and with OCURA, to revisit and provide any updates necessary to the project scope and timeline.

Deliverables:

- Updated project plan and timeline contingent upon any changes made
- Minutes from meetings with OCURA

Phase 2: Research and Engagement Strategy Development

Our team will research the history of the sites through interviews with residents and stakeholders who are connected to these spaces and are representatives of NE OKC. Additionally, we will research the historical characteristics of the sites and the urban context, the current conditions of the buildings, and the market context. Our research will focus on the following topics while being iterative and flexible to include any additional themes that may emerge from the community engagement outcomes;

- *History, heritage, and culture.* Tangible and intangible assets that are important to the site, community identities, and legacies;
- *Existing conditions of the buildings and surrounding built environment.* The assets, challenges, existing conditions, trends, urban context, ongoing planning and development efforts in the surrounding area;
- *Best practices.* Best practices in communities with similar contexts and demographics in order to consider a variety of redevelopment and business models that are inclusive to Black community spaces and entrepreneurs, and that are applicable to the sites;
- *Market analysis.* Review feasibility of various programs and business models in the local context

Additionally, we will further develop our engagement tools and outreach strategies based on the research outcomes. We will also begin an iterative market analysis of each site to help inform and add to the stewardship and programming opportunities that community members identify in the engagement.

Deliverables:

- A report that includes:
 - Research findings and outcomes related to the existing conditions of both sites
 - Planning and development efforts in the surrounding areas.
 - A summary of potential obstacles and barriers, as well as potential pathways that could impact the redevelopment and programming of these sites;
 - A review of how the research outcomes connect and inform culturally-specific proposed engagement strategies;

- Visuals such as maps and images;
- Meeting minutes from meetings with OCURA

Phase 3: Recruitment, Trust Building, & Strategy

Our strategies include 2 open events for broader engagement and 2 tactical committee convenings. Each activity will begin with an educational component to ensure that participants understand context, process, and are informed in order to fully engage.

We will raise awareness about these engagement opportunities through internal outreach to our networks and a culturally responsive community and media outreach campaign that specifically targets these individuals through education and awareness about participation opportunities.

Deliverables:

- A progress report that includes:
 - The recruitment process
 - Community and media outreach efforts
 - A roster of the individuals that join the tactical committee. The roster will include a snapshot of biographical information on each participant, their connection to the area of focus, and the perspective they bring to the committee.
- Meeting minutes from meetings with OCURA

Phase 4: Engagement

During this stage we will execute the engagement strategies with a broad and tactical approach.

The broader engagement will consist of 2 open events; 1 rooted in reflection of the sites, the sites' connection to the cultural network of assets in NE OKC, and urban context. The next open event will be rooted in visioning for the future with an intentional focus on the possibilities for programming and cohesion between the immediate urban context and additional cultural assets in the community. Another aspect of the two open events will be to identify residents and stakeholders that can be a part of the tactical engagement.

In the tactical engagement there will be two convenings with a smaller group of residents and stakeholders who are connected to the sites and/or NE OKC to build on the broader community engagement outcomes. We will collaborate with these individuals to further explore architectural and spatial elements, build on the market analysis, and potential investors and stewards for the future uses of the two sites. The first tactical convening will focus on elements such as spatial allowances and physical characteristics of the sites and surrounding areas. The second convening will have a focus on identifying individuals with additional local market experience, potential investors and stewards who can align with the programming priorities and desires that the broader and tactical community feedback yields.

Another intention of our engagement strategy is to help cultivate relationships throughout the life of the project that will help form the foundation of the stewardship and financing framework for these two sites. One of our goals through engagement is to ensure that potential stewards are collaborators on the project through our engagement events and continued discussions in phase 5.

Deliverables:

- A progress report detailing:
 - The methods from in-person and digital engagement activities.
 - The outcomes from engagement activities. This will include an outline of various activities and development scenarios suggested by the community and stakeholders.
 - Market analysis updates, as needed, based on engagement activity outcomes;
- Meeting minutes from meetings with OCURA

Phase 5: Information Synthesis, Feasibility, & Programming

During this stage we will synthesize the research and engagement outcomes. We will further develop the outcomes as needed to create stewardship and financing recommendations. This work will continue to be centered on the community's hopes, challenges, goals, and experiences, and that are inclusive to Black spaces, stewards, and entrepreneurs.

Deliverables:

- A progress report on the synthesis and development of the engagement outcomes and how they translate into feasibility and programming frameworks that are inclusive to Black communities;
- Meeting minutes from meetings with OCURA

Phase 6: Final Deliverables (6 weeks)

During this stage we prepare the final report that will detail programming and redevelopment recommendations for these sites that amplify the community's feedback, priorities, and desires.

Deliverables:

- Report of the Research
- Report of Engagement Workshop Content and Outcomes
- Description of Networking and Coordinating Activities
- Report of Media Campaign
- Feasibility Study:
 - Existing site and building conditions, work coordinated with OCURA
 - Schematic Design level drawings illustrating adjustments to the site and building in order to accommodate the proposed program
 - Program analysis and feasibility of program options
 - Outline of income-generating activities based on market analysis
 - Funding and stewardship model recommendations and a pros/cons comparison of different models
- Vision and Concept:
 - Informed by community engagement outcomes, architectural concept drawings and diagrams will be developed to show a minimum of two scenarios for each site
- Guiding Principles & Further Development

- Based on the research, engagement process and discussions with the project team and client, one vision will be developed further to include guiding principles to direct future redevelopment and stewardship
- Concept renderings will be developed to show the potential atmosphere of the space and building
- Actionable recommendations to help guide potential stewards in occupying and operationalizing the two sites
- Public facing Report
 - Summary of the project process and findings
 - Actionable recommendations to help guide potential stewards in occupying and operationalizing the two sites in a way that honors the community's feedback

EXHIBIT B

Open Design Collective Inc.
718 W. Sheridan Ave.
Oklahoma City, OK 73102
vanessa@opendesignco.org

Bill To: **Oklahoma City Urban Renewal Authority**
105 N Hudson Ave., Suite 101
Oklahoma City, OK 73102

Re: **Planning for the Future of the Brockway Center and Lyons Mansion Reuse Feasibility Study**

Date: 11/04/2021

Invoice XXX

Description of Services During this Billing Period:

Month	Approx time*	% Complete	Associated Fee	Billed To Date	Amount Due
Upon Signing Contract		0%	\$ 3,570.00	\$ -	\$ -
Phase 1: Project Kick-Off *if possible pay this as start up	1 w	0%	\$ -	\$ -	\$ -
Tasks as outlined fo Phase 1			\$ 2,800.00		
media campaign			\$ 770.00		
Phase 2: Research & Strategy	6 w	0%	\$ 14,860.00	\$ -	\$ -
Tasks as outlined fo Phase 2			\$ 11,520.00		
media campaign			\$ 2,840.00		
Printing/Media			\$ 500.00		
Phase 3: Recruitment, Trust Building & Strategy	4 w	0%	\$ 6,320.00	\$ -	\$ -
Tasks as outlined fo Phase 2			\$ 3,190.00		
media campaign			\$ 2,130.00		
Rent for Space			\$ 1,000.00		
Phase 4: Engagement	12 w	0%	\$ 39,695.00	\$ -	\$ -
Tasks as outlined fo Phase 4			\$ 28,145.00		
media campaign			\$ 3,550.00		
Tactical Committe Members			\$ 6,000.00		
Supplies			\$ 2,000.00		
Phase 5: Information Synthesis, Feasibiliy & Programming	8 w	0%	\$ 8,675.00	\$ -	\$ -
Tasks as outlined fo Phase 5			\$ 7,965.00		
media campaign			\$ 710.00		
Phase 6: Final Deliverables	6 w	0%	\$ 5,930.00	\$ -	\$ -
Tasks as outlined fo Phase 6			\$ 5,930.00		
Total	9.25		\$ 79,050.00	\$ -	\$ -

Invoice Subtotal

\$ -

Total Due

Approx 9 months

\$ -

*Note: time per phase is estimated. Total time for the project will be indicted in the contract.

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: December 15, 2021
Ref: Resolution Authorizing the Acquisition of Certain Real Property Generally Located between Northeast 23rd Street, Northeast 26th Street between North Martin Luther King Avenue and North Highland Drive, by Negotiating or by Exercise of Eminent Domain, if necessary, Northeast Renaissance Urban Renewal Plan

Background: A primary objective of the Northeast Renaissance Urban Renewal Plan includes the acquisition of property to create development parcels, the remediation of negative environmental conditions, and improving economic viability of commercial corridors within the boundaries of the Urban Renewal Plan. Such objectives are consistent with beautification projects along major corridors, including the acquisition and remediation of property near N.E. 23rd Street and N. Martin Luther King Avenue, which is encompassed in the resolution of intent by the City identifying certain public improvement projects to be completed using MAPS 4 funding.

According to the Plan, the acquisition of parcels may occur only when OCURA makes at least one of four findings as to each parcel to be acquired:

1. That the property is blighted, abandoned or unimproved and that acquisition is necessary to remove or prevent the spread of blight; or
2. That the property is necessary for public use, where “public use” means a public entity will own the property and it will be generally open and accessible to the public, such as for a public park or public right-of-way; or
3. That the property is contiguous to, adjacent to, or in the same block as other property owned by OCURA, and its acquisition is necessary to create an assemblage for redevelopment; or
4. That the property is occupied by a historically or architecturally significant structure which is not currently occupied for residential purposes and that its acquisition is necessary to prevent its destruction or facilitate its preservation, restoration, rehabilitation, or reuse.

The Plan requires that the Policies and Procedures for Residential and Commercial Acquisition and Relocation Services of OCURA be utilized in order to provide a feasible method for the relocation of any individuals or businesses displaced into decent, safe, and sanitary accommodations within their means and without undue hardship, consistent with the Act

The following properties meet findings number 1 and 3 listed above:

- 2001 N.E. 23rd Street, 2015 N.E. 23rd Street, and 2033 N.E. 23rd Street
- 2426 N. Martin Luther King Avenue
- 2109 N.E. 23rd Street, 2121 N.E. 23rd Street, and 2209 N.E. 23rd Street Street
- 2440 N. Martin Luther King Avenue and 2350 N. Martin Luther King Avenue

In accordance with the Plan and Agreement, these properties are appropriate to acquire.

Summary of Agenda Item: The resolution approves the acquisition of real property in the Northeast Renaissance Urban Renewal Plan Area.

Recommendation: Approval of Resolution

Attachment: n/a

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY GENERALLY LOCATED BETWEEN NORTHEAST 23RD STREET, NORTHEAST 26TH STREET, NORTH MARTIN LUTHER KING AVENUE, AND NORTH HIGHLAND DRIVE, BY NEGOTIATION OR BY EXERCISE OF EMINENT DOMAIN, IF NECESSARY, NORTHEAST RENAISSANCE URBAN RENEWAL PLAN

WHEREAS, on December 30, 2014, the City Council of the City of Oklahoma City (“City”) approved the Northeast Renaissance Urban Renewal Plan (“Urban Renewal Plan”) in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.* (“Act”), and authorized the Oklahoma City Urban Renewal Authority (“Authority” or “OCURA”) to carry out the Urban Renewal Plan; and

WHEREAS, primary objectives of the Urban Renewal Plan include the acquisition of property to create development parcels, the remediation of negative environmental conditions, and improving economic viability of commercial corridors within the boundaries of the Urban Renewal Plan; and

WHEREAS, such objectives are consistent with beautification projects along major corridors, including the acquisition and remediation of property near N.E. 23rd Street and N. Martin Luther King Avenue, which is encompassed in the resolution of intent by the City identifying certain public improvement projects to be completed using dedicated sales taxes as approved by the voters, known as MAPS 4; and

WHEREAS, in accordance with the Act, the Urban Renewal Plan authorizes and directs the Authority to carry out certain responsibilities for implementation of the Urban Renewal Plan, including the acquisition of parcels within the Northeast Renaissance Urban Renewal Area when the Authority makes at least one of four findings as to each parcel to be acquired; and

WHEREAS, Section III(c)(i) of the Urban Renewal Plan states:

Conditional Authorization to Acquire Property. OCURA may undertake acquisition of property by direct negotiation and/or by the exercise of the power of eminent domain granted by law as needed to achieve the objectives of this plan **only where the Board of Commissioners of OCURA makes one of the following sets of findings:**

- a. That the property is blighted, abandoned or unimproved and that acquisition is necessary to remove or prevent the spread of blight; or
- b. That the property is necessary for public use, where “public use” means a public entity will own the property and it will be generally open and accessible to the public, such as for a public park or public right-of-way; or

- c. That the property is contiguous to, adjacent to, or in the same block as other property owned by OCURA, and its acquisition is necessary to create an assemblage for redevelopment; or
- d. That the property is occupied by a historically or architecturally significant structure which is not currently occupied for residential purposes and that its acquisition is necessary to prevent its destruction or facilitate its preservation, restoration, rehabilitation, or reuse.

WHEREAS, the Urban Renewal Plan requires that the Policies and Procedures for Residential and Commercial Acquisition and Relocation Services of the Oklahoma City Urban Renewal Authority (“Policies”) be utilized in order to provide a feasible method for the relocation of any individuals or businesses displaced into decent, safe, and sanitary accommodations within their means and without undue hardship, consistent with the Act; and

WHEREAS, the Authority finds that the property located at 2001 N.E. 23rd Street, 2015 N.E. 23rd Street, and 2033 N.E. 23rd Street, described and depicted on the attached Exhibit A, is:

1. Blighted, abandoned or unimproved and that acquisition is necessary to remove or prevent the spread of blight; and
2. Contiguous to, adjacent to, or in the same block as other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and

WHEREAS, the Authority finds that the property located at 2426 N. Martin Luther King Avenue and the parcel to the north, described and depicted on the attached Exhibit B, is:

1. Blighted, abandoned or unimproved and that acquisition is necessary to remove or prevent the spread of blight; and
2. Contiguous to, adjacent to, or in the same block as other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and

WHEREAS, the Authority finds that the property located at 2109 N.E. 23rd Street, 2121 N.E. 23rd Street, and 2209 N.E. 23rd Street, described and depicted on the attached Exhibit C, is:

1. Blighted, abandoned or unimproved and that acquisition is necessary to remove or prevent the spread of blight; and
2. Contiguous to, adjacent to, or in the same block as other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and

WHEREAS, the Authority finds that the property located at 2440 N. Martin Luther King Avenue and 2350 N. Martin Luther King Avenue, described and depicted on the attached Exhibit D, is:

1. Blighted, abandoned or unimproved and that acquisition is necessary to remove or prevent the spread of blight; and
2. Contiguous to, adjacent to, or in the same block as other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and

WHEREAS, the Authority finds that the acquisition of the properties described and depicted on Exhibits A through D, by direct negotiation or by the exercise of the power of eminent domain, is necessary to achieve the objectives of the Urban Renewal Plan and that each of the properties meets at least one of the required findings of the Urban Renewal Plan; and

WHEREAS, the Authority finds that it is necessary and appropriate to authorize the acquisition of the properties described and depicted on Exhibits A through D, by direct negotiation and/or by the exercise of the power of eminent domain, as needed to achieve the objectives of the Urban Renewal Plan, in accordance with the Act and the Policies, and to authorize the Executive Director to disburse funds in payment therefore.

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

1. As to the property located at 2001 N.E. 23rd Street, 2015 N.E. 23rd Street, and 2033 N.E. 23rd Street, described and depicted on the attached Exhibit A, it is hereby found and determined as follows:
 - a. The property is unimproved, and its acquisition is necessary to remove or prevent the spread of blight; and
 - b. The property is in the same block as other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and
 - c. Acquisition of the property is necessary to achieve the objectives of the Urban Renewal Plan.
2. As to the property located at 2426 N. Martin Luther King Avenue and the parcel to the north, described and depicted on the attached Exhibit B, it is hereby found and determined as follows:
 - a. The property is blighted and unimproved, and its acquisition is necessary to remove or prevent the spread of blight; and
 - b. The property is adjacent and contiguous to other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and
 - c. Acquisition of the property is necessary to achieve the objectives of the Urban Renewal Plan.

3. As to the property located 2109 N.E. 23rd Street, 2121 N.E. 23rd Street, and 2209 N.E. 23rd Street, described and depicted on the attached Exhibit C, it is hereby found and determined as follows:
 - a. The property is unimproved, and its acquisition is necessary to remove or prevent the spread of blight; and
 - b. The property is adjacent and contiguous to other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and
 - c. Acquisition of the property is necessary to achieve the objectives of the Urban Renewal Plan.

4. As to the property located at 2440 N. Martin Luther King Avenue and 2350 N. Martin Luther King Avenue, described and depicted on the attached Exhibit D, it is hereby found and determined as follows:
 - a. The property is unimproved, and its acquisition is necessary to remove or prevent the spread of blight; and
 - b. The property is in the same block as other property owned by the Authority, and its acquisition is necessary to create an assemblage for redevelopment; and
 - c. Acquisition of the property is necessary to achieve the objectives of the Urban Renewal Plan.

5. The Executive Director, with the assistance of Legal Counsel, is hereby authorized to negotiate and enter into contracts for the acquisition of the properties described and depicted on Exhibits A through D, either for the Authority or on behalf of the City, and to disburse funds in payment therefore in accordance with the Urban Renewal Plan and the Policies.

6. The Executive Director and Legal Counsel are authorized and directed to take all necessary actions to acquire title in fee simple absolute or lesser interest to the properties described and depicted on Exhibits A through D by the exercise of the power of eminent domain, if necessary, in accordance with the Urban Renewal Plan and the Policies.

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 **regular** 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 **15th** day of **December, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

EXHIBIT A

2001 N.E. 23rd Street, 2015 N.E. 23rd Street, and 2033 N.E. 23rd Street
(County Assessor Real Property Accounts Nos:
R133385100, R133387500, R133388500, R133388600)

A tract of land lying in the Southwest Quarter (SW/4) of Section Twenty-Four, Township Twelve North, Range Three West of the IM, City of Oklahoma City, Oklahoma County,, Oklahoma and being more particularly described as follows: Commencing at the Southwest Corner of said Southwest Quarter of Section 24; Thence North 89°50'19" East, along the South line of said Southwest Quarter, a distance of 43 feet; Thence North 00°09'38" East, parallel with the West line of said Southwest Quarter, a distance of 43 feet to the point of beginning; Thence North 00°09'38" East, parallel with the west line of said Southwest Quarter a distance of 275.00 feet; Thence North 89°50'19" East Parallel with the South line of said Southwest Quarter, a distance of 175.00 feet; Thence South 00°09'38" West, parallel with the West line of said Southwest Quarter, a distance of 275.00 feet; Thence South 89°50'19" West, parallel with the South line of said Southwest Quarter, a distance of 175 feet to the Point of Beginning

And

A tract of land lying in the Southwest Quarter (SW/4) of Section Twenty-Four (24), Township Twelve (12) North, Range Three (3) West of the IM, in Oklahoma County, Oklahoma, being more particularly described as follows; Commencing at the Southwest Corner of said Southwest Quarter, thence north 90°00'00" East along the South line of said Southwest Quarter a distance of 218.00 feet; Thence North 00°31'40" East parallel with the West line of said Southwest Quarter a distance of 43 feet to the Point of Beginning; thence continuing North 00°31'40" East parallel with the west line a distance of 275.00 feet; thence North 90°31'40" East parallel with said West line a distance of 275.00 feet; thence North 90°00'00" East parallel with the South line of said Southwest Quarter a distance of 245.00 feet; thence South 00°41'40" West parallel with the West line of said Southwest Quarter a distance of 275.00 feet; Thence North 90°00'00"- West parallel with the south line of said Southwest Quarter a distance of 245.00 feet to the Point of Beginning.

And

A part of the Southwest Quarter (SW/4) of Section Twenty-Four (24), Township Twelve (12) North, Range Three (3) West of the IM, Oklahoma County, Oklahoma, being more particularly described as follows; Beginning at a point 615 feet and 43 feet North of the Southwest corner of said Quarter Section for a point or place of beginning; thence West parallel to the south section line, 150 feet ; Thence North parallel to the west section line a distance of 287 feet; thence East parallel to the South Section Line a distance of 150 feet; thence south parallel to the West Section Line a distance of 287 feet to the point or place of beginning.

And

A part of the Southwest Quarter (SW/4) of Section Twenty-Four (24), Township Twelve (12) North, Range Three (3) West of the IM, Oklahoma County, Oklahoma, being more particularly described as follows; Beginning at a point 540 feet East and 43 feet North of the SW/C of said Southwest Quarter, thence North 175.00 feet, thence West 77 feet, thence North 112 feet, Thence East 152 feet, Thence South 287 feet thence west 75 feet to the point of Beginning

Legal description subject to change based upon final survey.

(EXHIBIT A, continued)



— Owned by the Authority

EXHIBIT B

2426 N. Martin Luther King Avenue and parcel to the north
(County Assessor Real Property Accounts Nos: R133387400, R039806650)

Lots Fourteen (14) thru Nineteen (19) Block 7, Lyon 2nd Addition to the City of Oklahoma City, Oklahoma County, Oklahoma

And

Part of the Southwest Quarter of Section 24, Township 12 North Range 3 West of the IM, more particularly described as follows: Beginning at a point 318 feet North and 43.0 feet east of the SW/C of the said SW/4; thence North and parallel to the West line of said SW/4 a distance of 125.0 feet; Thence East and parallel with the South line of said SW/4 a distance of 300.0 feet; thence north and parallel with the west line of the SW/4 a distance of 557.0 feet; thence east and parallel with the south line of the SW/4 a distance of 572.6 feet; thence south and parallel with the west line of the SW/4 a distance of 670.0 feet; thence west and parallel with the south line of said SW/4 a distance of 300.6 feet; thence south and parallel with the west line of said SW/4 a distance of 12.0 feet; thence west and parallel with the south line of said SW/4 a distance of 572 feet to the point or place of beginning, in Oklahoma City, Oklahoma County, Oklahoma

Legal description subject to change based upon final survey.



— Owned by the Authority

EXHIBIT C

2109 N.E. 23rd Street, 2121 N.E. 23rd Street, and 2209 N.E. 23rd Street
(County Assessor Real Property Accounts Nos: R133387700, R133386100, R133386000)

Part of the Southwest Quarter of Section 24, Township 12 North Range 3 West of the IM, more particularly described as follows: Beginning at a point 740 feet East and 43.0 feet north of the SW/C of the said SW/4; thence North and parallel to the West line of said SW/4 a distance of 287.0 feet; Thence East and parallel with the South line of said SW/4 a distance of 223.5 feet more or less to the old fence line as established in District Court Case No. 116938; thence South 0°12' West along the said fence line a distance of 287.0 feet to a point 43.0 feet North of the South line of the said SW/4; Thence West and parallel to the South line of the said SW/4 a distance of 226.28 feet to the point or place of beginning;

And

Part of the Southwest Quarter of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West of the IM, Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 1122.28 feet East and 43 feet North of the Southwest Corner of said Section 24, Thence East parallel to the South line of SW/4 a distance of 21 feet; Thence North 0°12' West a distance of 298 feet; Thence East parallel to the South line of said SW/4 a distance of 151.54 feet to a point in the line of an old fence made reference to in Journal Entry Book 1132, Page 64; Thence North 0°10' East a distance of 312.5 feet; Thence North 89°39' West a distance of 332 feet; Thence South 00°12' West a distance of 362.5 feet; Thence East parallel to the South line of said SW/4 a distance of 157 feet; Thence South a distance of 250 feet to the Point or Place of Beginning;

And

Part of the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Twelve (12) North, Range Three (3) West of the IM, Oklahoma County, Oklahoma, being more particularly described as follows, to wit: Beginning at a point 1122.28 feet East and 43 feet North of the Southwest Corner (SW/C) of said Quarter Section for a point of beginning; Thence West parallel to and 43 feet North of the South line of said Quarter Section, 156 feet to a point, said point being the Southwest Corner of the property as described on the instrument recorded in Book 1432, at Page 64, of the records of Oklahoma County, Oklahoma; Thence North 0°12' East a distance of 250 feet; Thence East and parallel with the South line of said Quarter Section a distance of 157 feet; Thence South a distance of 250 feet to the Point or place of beginning.

Legal description subject to change based upon final survey.

(EXHIBIT C, continued)



— Owned by the Authority

EXHIBIT D

2440 N. Martin Luther King Avenue and 2350 N. Martin Luther King Avenue
(County Assessor Real Property Accounts Nos: R133385195, R133385190)

Part of the Southwest Quarter (SW/4), Section Twenty-four, Township 12 North, Range 9 West of the IM, more particularly described as beginning 443 feet North and 43 feet East of the SW/C SW/4 Thence North 200 feet, thence East 200 feet, Thence South 200 feet, Thence West 200 feet to the point or place of beginning

And

Part of the Southwest Quarter (SW/4), Section Twenty-four, Township 12 North, Range 9 West of the IM, more particularly described as beginning 643 feet north of the SW/C SW/4, thence North 150 feet, Thence East 343 feet, Thence South 350 feet, Thence West 100 feet, Thence North 200 feet, Thence West 243 feet to the point or place of beginning, excluding the West 43 feet for roadway, Oklahoma City, Oklahoma County, Oklahoma

Legal description subject to change based upon final survey.



— Owned by the Authority

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: December 15, 2021
Ref: Resolution Authorizing Coordination and Collaboration with the City of Oklahoma City for the Implementation of a Beautification Project of the MAPS 4 Program Related to the Acquisition and Remediation of Certain Real Property Generally Located on the Northeast Corner of the Major Corridor of Northeast 23rd Street and North Martin Luther King Avenue, and Authorizing the Executive Director to Negotiate and Enter into an Agreement with the City Dictating the Terms for Implementation of Such Project, Northeast Renaissance Urban Renewal Plan

Background: On December 30, 2014, the City Council of the City of Oklahoma City approved the Northeast Renaissance Urban Renewal Plan in accordance with the Oklahoma Urban Redevelopment Law, and authorized OCURA to carry out the Urban Renewal Plan.

Primary objectives of the Urban Renewal Plan include the acquisition of property to create development parcels, the remediation of negative environmental conditions, and improving economic viability of commercial corridors within the boundaries of the Urban Renewal Plan. These objectives are consistent with beautification projects along major corridors, including the acquisition and remediation of the property on the northeast corner of N.E. 23rd Street and N. Martin Luther King Avenue, which is encompassed in the resolution of intent by the City identifying certain public improvement projects to be completed using dedicated MAPS 4 sales tax dollars, as approved by the voters.

In accordance with the Urban Renewal Plan, OCURA is authorized and directed to carry out certain responsibilities for the implementation of the Plan, including the acquisition of property within the Urban Renewal Area upon certain findings as to such property to be acquired consistent with the Plan. As such, it is appropriate for the Board of Commissioners to authorize the Executive Director to negotiate and enter into an agreement with the City to dictate the terms of the implementation of such objectives of the Urban Renewal Plan and the MAPS 4 Program, including the use of the allocated MAPS 4 Program funds for such purposes.

Summary of Agenda Item: The resolution authorizes entering into an agreement with the City regarding the implementation of the beautification project of the MAPS 4 Program

Recommendation: Approval of Resolution

Attachment: n/a

RESOLUTION NO. _____

RESOLUTION AUTHORIZING COORDINATION AND COLLABORATION WITH THE CITY OF OKLAHOMA CITY FOR THE IMPLEMENTATION OF A BEAUTIFICATION PROJECT OF THE MAPS 4 PROGRAM RELATED TO THE ACQUISITION AND REMEDIATION OF CERTAIN REAL PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE MAJOR CORRIDOR OF NORTHEAST 23RD STREET AND NORTH MARTIN LUTHER KING AVENUE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE CITY DICTATING THE TERMS FOR IMPLEMENTATION OF SUCH PROJECT, NORTHEAST RENAISSANCE URBAN RENEWAL PLAN

WHEREAS, on December 30, 2014, the City Council of the City of Oklahoma City (“City”) approved the Northeast Renaissance Urban Renewal Plan (“Urban Renewal Plan”) in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.* (“Act”), and authorized the Oklahoma City Urban Renewal Authority (“Authority” to carry out the Urban Renewal Plan; and

WHEREAS, primary objectives of the Urban Renewal Plan include the acquisition of property to create development parcels, the remediation of negative environmental conditions, and improving economic viability of commercial corridors within the boundaries of the Urban Renewal Plan (“Urban Renewal Area”); and

WHEREAS, such objectives are consistent with beautification projects along major corridors, including the acquisition and remediation of the property on the northeast corner of N.E. 23rd Street and N. Martin Luther King Avenue (“Property”), which is encompassed in the resolution of intent by the City identifying certain public improvement projects to be completed using dedicated sales taxes as approved by the voters (“MAPS 4 Program”); and

WHEREAS, Ordinance No. 26,255, approved by the voters, authorizes the collection of a temporary, one-cent sales tax, which City Council expressed an intent to use for the MAPS 4 Program, including the acquisition and remediation of portions of the Property, which lies within the Urban Renewal Area; and

WHEREAS, in accordance with the Act and the Urban Renewal Plan, the Authority is authorized and directed to carry out certain responsibilities for the implementation of the Urban Renewal Plan, including the acquisition of property within the Urban Renewal Area upon certain findings as to such property to be acquired consistent with the Urban Renewal Plan; and

WHEREAS, in order to implement certain objectives of the Urban Renewal Plan and the MAPS 4 Program, including the land acquisition and remediation required for carrying out the MAPS 4 beautification project for the Property, which lies within the Urban Renewal Area, the Board of Commissioners finds that it is beneficial to coordinate and collaborate with the City for the implementation of the beautification project of the MAPS 4 Program related to the Property

and to authorize the Executive Director to negotiate and enter into an agreement with the City to dictate the terms of the implementation of such objectives of the Urban Renewal Plan and the MAPS 4 Program, including the use of the allocated MAPS 4 Program funds for such purposes.

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

1. The Authority is authorized to coordinate and collaborate with the City for the implementation of the beautification project of the MAPS 4 Program related to the acquisition and remediation of property located on the northeast corner of the major corridor of N.E. 23rd and N. Martin Luther King Avenue.
2. The Executive Director, with the assistance of Legal Counsel, is authorized and directed to negotiate and enter into an agreement with the City dictating the terms of the implementation of acquisition and remediation objectives of the Urban Renewal Plan and the MAPS 4 Program along the major corridor of N.E. 23rd Street and N. Martin Luther King Avenue, including the use of the allocated MAPS 4 Program funds for such purposes.
3. The Officers and Executive Director of the Authority, with the assistance of Legal Counsel, are authorized and directed to take such actions and approve and execute such agreements as may be necessary or appropriate to implement the authorizations of this resolution and to assist in undertaking the performance and implementation of such agreements and the Urban Renewal Plan.

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 **regular** 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 **15th** day of **December, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: December 15, 2021
Ref: Resolution Amending the Redevelopment Agreement with One Red Oak, LLC for the Redevelopment of the Former Marcus Garvey School, Located at the Northwest Corner of Northeast 24th Street and North Jordan Avenue, To Extend Commencement and Completion Dates; Approving All Design-Related Documents; and Authorizing the Executive Director to Approve Evidence of Financing, Northeast Renaissance Urban Renewal Plan

Background: In June 2019, OCURA entered into a Contract for Sale of Land and Redevelopment with One Red Oak, L.L.C. for the redevelopment of property including and surrounding the former Marcus Garvey School Building into affordable housing.

In accordance with the redevelopment agreement, the Redeveloper has submitted schematic design studies, design development documents, landscaping plans, and construction documents for review and approval. It is appropriate and desirable to approve the design drawings and to authorize the Executive Director to approve Evidence of Financing to be submitted by the Redeveloper.

It is also appropriate and desirable to amend the Redevelopment Agreement to extend construction commencement and completion dates to:

Commencement of Site Preparation:	August 1, 2022
Commencement of Vertical Construction:	August 1, 2022
Completion of Construction:	December 31, 2024

Summary of Agenda Item: The resolution amends the Redevelopment Agreement to extend construction commencement and completion dates, approves that the Design-Related Documents, and authorizes the Executive Director to approve Evidence of Financing.

Recommendation: Approval of Resolution

Attachment: Map and Design Drawings

RESOLUTION NO. _____

RESOLUTION AMENDING THE REDEVELOPMENT AGREEMENT WITH ONE RED OAK, L.L.C., FOR THE REDEVELOPMENT OF THE FORMER MARCUS GARVEY SCHOOL, LOCATED AT THE NORTHWEST CORNER OF NORTHEAST 24TH STREET AND NORTH JORDAN AVENUE, TO EXTEND COMMENCEMENT AND COMPLETION DATES; APPROVING ALL DESIGN-RELATED DOCUMENTS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE EVIDENCE OF FINANCING; NORTHEAST RENAISSANCE URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the Northeast Renaissance 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 has previously entered into a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with One Red Oak, L.L.C. (“Redeveloper”) for the redevelopment of the property including and surrounding the former Marcus Garvey School Building, generally located at the northwest corner of N.E. 24th Street and N. Jordan Avenue and more particularly described and depicted on Schedule A of the Redevelopment Agreement (“Property”); and

WHEREAS, the Redeveloper has submitted Schematic Design Studies, Design Development Documents, Landscaping Plans, and Construction Documents (collectively, “Design-Related Documents”) to the Authority for review, all as defined by the Redevelopment Agreement; and

WHEREAS, the Authority’s Board of Commissioners finds it appropriate and desirable to amend the Redevelopment Agreement to extend construction commencement and completion dates, to approve that the Design-Related Documents, and to authorize the Executive Director to approve Evidence of Financing to be submitted by the Redeveloper.

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

1. Part I, Section 4, of the Redevelopment Agreement is hereby amended to read as follows:

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:	August 1, 2022
Commencement of Vertical Construction:	August 1, 2022
Completion of Construction:	December 31, 2024

The estimated commencement and completion dates may be further extended by mutual agreement of the Redeveloper and the Authority.

2. Part I, Section 5, Paragraph F, of the Redevelopment Agreement is hereby amended to read as follows:

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:	December 15, 2021
Design Development Documents:	December 15, 2021
Landscaping Plans:	December 15, 2021
Construction Documents:	December 15, 2021
Evidence of Financing Capacity:	June 15, 2022

3. The covenant numbered THIRD of the Form of Deed attached as Schedule B to the Redevelopment Agreement is hereby amended to read as follows:

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 August 1, 2022, and the aforesaid improvements shall be completed no later than December 31, 2024.

4. The Design-Related Documents submitted by the Redeveloper are hereby approved.

5. The Executive Director is authorized to review and approve the Evidence of Financing Capacity and any other submissions made by the Redeveloper pursuant to the Redevelopment Agreement, as amended by this Resolution, and to impose requirements with respect thereto, if appropriate, and to take any other such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, as amended by this Resolution, 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.

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 **regular** 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 **15th day of December, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

EXHIBIT A

Description and Depiction of Property

Block Fifteen (15) of Raney's Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.








Marcus Garvey School Site



Legend

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

NE 24th Street

N Jordan Ave.

1: 2,257



0.1 0 0.04 0.1 Miles

Notes

Enter Map Description

MARCUS GARVEY HARMONY REDEVELOPMENT

OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



MARCUS GARVEY HARMONY REDEVELOPMENT
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

PROJECT INFORMATION

SITE DATA

SITE ZONING: SEE CIVL
SITE NO: SEE CIVL
SITE DENSITY: SEE CIVL
PARKING SPACES: SEE CIVL

BUILDING DATA

SEE D.O COVER SHEET
SEE O.D.C COVER SHEET
SEE O.D.R COVER SHEET

CODES/REGULATIONS

BLDG. & RELATED CODES: 2019 IBC, 2019 IRC, 2019 EBC, 2019 MC, 2019 IFC, 2009 ICC, 2017 NEC
FIRE CODE(S): 2019 IFC
ACCESSIBILITY CODE(S): UFAS & FHA
OHFA: OHFA STATE POLICIES & GUIDELINES
MISC: ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES, LAWS & ORDINANCES

BUILDING CODE DATA

USE GROUP: (SEE SPECIFIC BUILDING COVER SHEETS)
CONSTRUCTION TYPE: (SEE SPECIFIC BUILDING COVER SHEETS)
EXTERIOR WALL CONSTRUCTION: (SEE SPECIFIC BUILDING COVER SHEETS)
OTHER WALL CONSTRUCTION: (SEE SPECIFIC BUILDING COVER SHEETS)
TOTAL ALLOW. AREA PER FLOOR: (SEE SPECIFIC BUILDING COVER SHEETS)
TOTAL ACTUAL AREA: (SEE SPECIFIC BUILDING COVER SHEETS)
ALLOWABLE HEIGHT & FLOORS: (SEE SPECIFIC BUILDING COVER SHEETS)
ACTUAL HEIGHT & FLOORS: (SEE SPECIFIC BUILDING COVER SHEETS)
HEIGHT ADJUSTMENTS: (SEE SPECIFIC BUILDING COVER SHEETS)

INDEX TO DRAWINGS

Sheet Number	Sheet Name	Sheet Issue Date	Current Revision Date	Current Revision Description
T - COVER SHEET				
D.O.M.	MASTER COVER SHEET	08 OCT 2021	08 OCT 2021	ISSUE SET
P - CIVIL SHEETS BY PWR DESIGN GROUP, LLC				
SHEET 1	TPD SURVEY (LEAKE LAND SURVEYING, LLC)	05 AUG 2021	05 AUG 2021	-
D.D.	OVERALL SITE PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.Z.D.	DEMOLITION PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.S.D.	SITE PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.G.D.	GRADING PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.A.1	DETAILED GRADING PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.A.2	DETAILED GRADING PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.A.3	DETAILED GRADING PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.A.4	DETAILED GRADING PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.A.5	DETAILED GRADING PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.A.6	CONCRETE DITCH PLAN AND PROFILE	08 OCT 2021	08 OCT 2021	ISSUE SET
D.S.D.	UTILITY PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.C.D.	CIVIL DETAILS	08 OCT 2021	08 OCT 2021	ISSUE SET
D.E.D.	EROSION CONTROL PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
D.E.D.	EROSION CONTROL NOTES AND DETAILS	08 OCT 2021	08 OCT 2021	ISSUE SET
B - ARCHITECTURAL				
D.O.	NEW CONSTRUCTION RESIDENTIAL APARTMENTS COVER SHEET	08 OCT 2021	08 OCT 2021	ISSUE SET
D.O.R.	HISTORIC RENOVATION COVER SHEET	08 OCT 2021	08 OCT 2021	ISSUE SET
D.O.C.B.	COMMUNITY BUILDING COVER SHEET	08 OCT 2021	08 OCT 2021	ISSUE SET
E - MEP (BY SQUARED ENGINEERING)				
M.E.P.1	MECHANICAL ELECTRICAL PLUMBING COVER SHEET	08 OCT 2021	08 OCT 2021	ISSUE SET
M.E.P.2	SITE LIGHTING PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
M.E.P.3	UTILITY SITE PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
B - ARCHITECTURAL SITE				
A.S.D.M.	ARCHITECTURAL SITE PLAN	08 OCT 2021	08 OCT 2021	ISSUE SET
A.S.D.M.	ARCHITECTURAL SITE DETAILS	08 OCT 2021	08 OCT 2021	ISSUE SET
A.S.D.M.	ARCHITECTURAL SITE DETAILS	08 OCT 2021	08 OCT 2021	ISSUE SET

SEE D.O, O.D, O.R AND D.O.C.B FOR BUILDING INFORMATION SPECIFIC TO THE RESIDENTIAL APARTMENTS, HISTORIC RENOVATION AND COMMUNITY BUILDING RESPECTIVELY

ARCHITECT'S JOB NO. 3849
OHFA#PROJECT NO.20-06-45

PROJECT LOCATION MAP



SIGNATURE AREAS

NOTE: PROJECT CONSTRUCTION MUST BE IN COMPLIANCE WITH ALL APPLICABLE CODES, ORDINANCES, LAWS, AND REGULATIONS AS ENUMERATED ELSEWHERE IN THE PLANS AND SPECIFICATIONS.

ARCHITECT: WALLACE ARCHITECTS, L.L.C.
302 CAMPUSVIEW DRIVE SUITE 208, COLUMBIA, MO 65201
BY: _____ DATE: _____
OWNER: HARMONY AFFORDABLE HOUSING PARTNERS, LP
1901 N KICKAPOO AVE, SHAWNEE, OK 74804
BY: _____ DATE: _____
CONTRACTOR: MIKE D. LITTLE CONSTRUCTION CO., INC.
1901 N KICKAPOO AVE, SHAWNEE, OK 74804
BY: _____ DATE: _____
OKLAHOMA HOUSING FINANCE AGENCY
205 NW 63RD ST #140, OKLAHOMA CITY, OK 73116
BY: _____ DATE: _____

PH: RP
PC: CX PLAN SET NO. _____

JURISDICTION APPROVAL STAMPS

ISSUE REVISIONS

NO.	DATE	ISSUE SET

MATERIAL SQ. FT. DISCLAIMER:

SQUARE FOOTAGE CALCULATION OF FINISH MATERIALS ARE BASED ON EXISTING LAYOUTS & INFORMATION IN PART AS PROVIDED BY OTHERS. THESE NUMBERS ARE NOT TO BE UTILIZED FOR BIDDING PURPOSES. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY. CONTRACTORS SHALL PERFORM INDEPENDENT FIELD VERIFICATION FOR SITUATIONAL DEPENDANT ACCURACY.



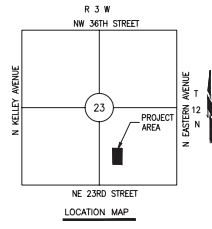
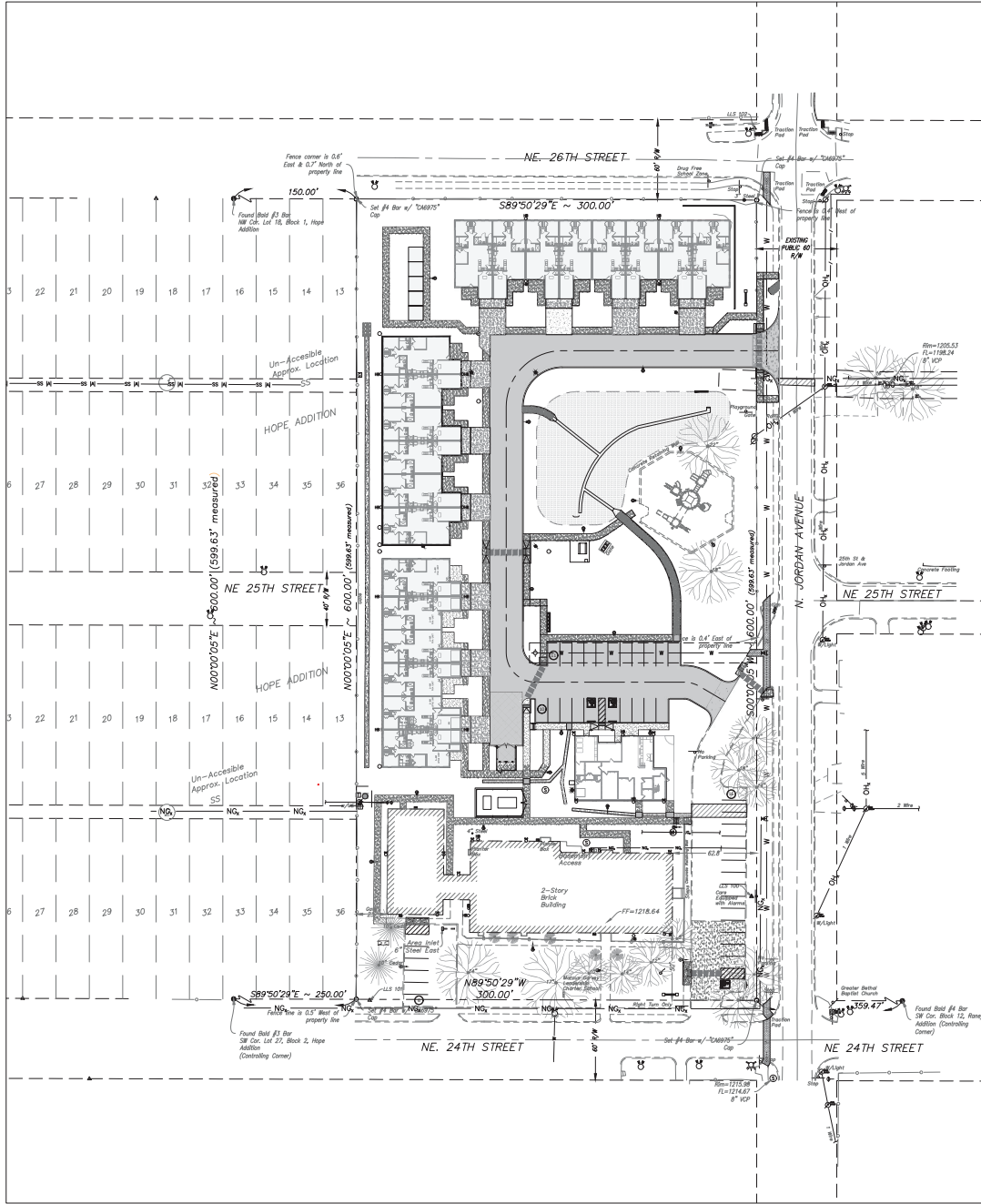
WALLACE ARCHITECTS, L.L.C.

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1ST ISSUE
08 OCT 2021

ISSUE REVISIONS

0.0M
JOB NO. 3849

ISSUE SET



HARMONY SCHOOL APARTMENTS
 1537 NE 24th STREET
 OKLAHOMA CITY, OKLAHOMA, 73111

LEGAL DESCRIPTION
 Block Fifteen (15) of RANEY'S ADDITION,
 Oklahoma City, Oklahoma County, Oklahoma, according to
 the recorded plat therefor.
 Containing 180,000 Sq. Ft. or 4.13 Acres, more or
 less.

Project Number: Client Number:
 ----- N/A



BRYAN W. RICHARDS, P.E.
 Expires: 11/30/2022

BWR DESIGN GROUP

BWR DESIGN GROUP, LLC
 PO BOX 31732
 EDMOND, OK 73003
 405-761-5517
 CA 7227, EXP. 06/30/2022

Issue Date: 10/08/2021

Purpose - Issue: FINAL

Revisions:

No.	Date	Revision

Sheet Title:

OVERALL SITE PLAN

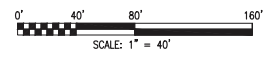
Sheet Number:

C1.0

SURVEY CONTROL

POINT #	NORTHING	EASTING	ELEV	DESC
LLS 100	180692.3980	2122268.0040	1216.4900	TOPOGRAPHIC LAND SURVEYS OF OK - MONUMENT
LLS 101	180614.5980	2121981.8720	1222.0800	#4 BAR
LLS 102	181267.9740	2122270.2170	1209.1300	#4 BAR

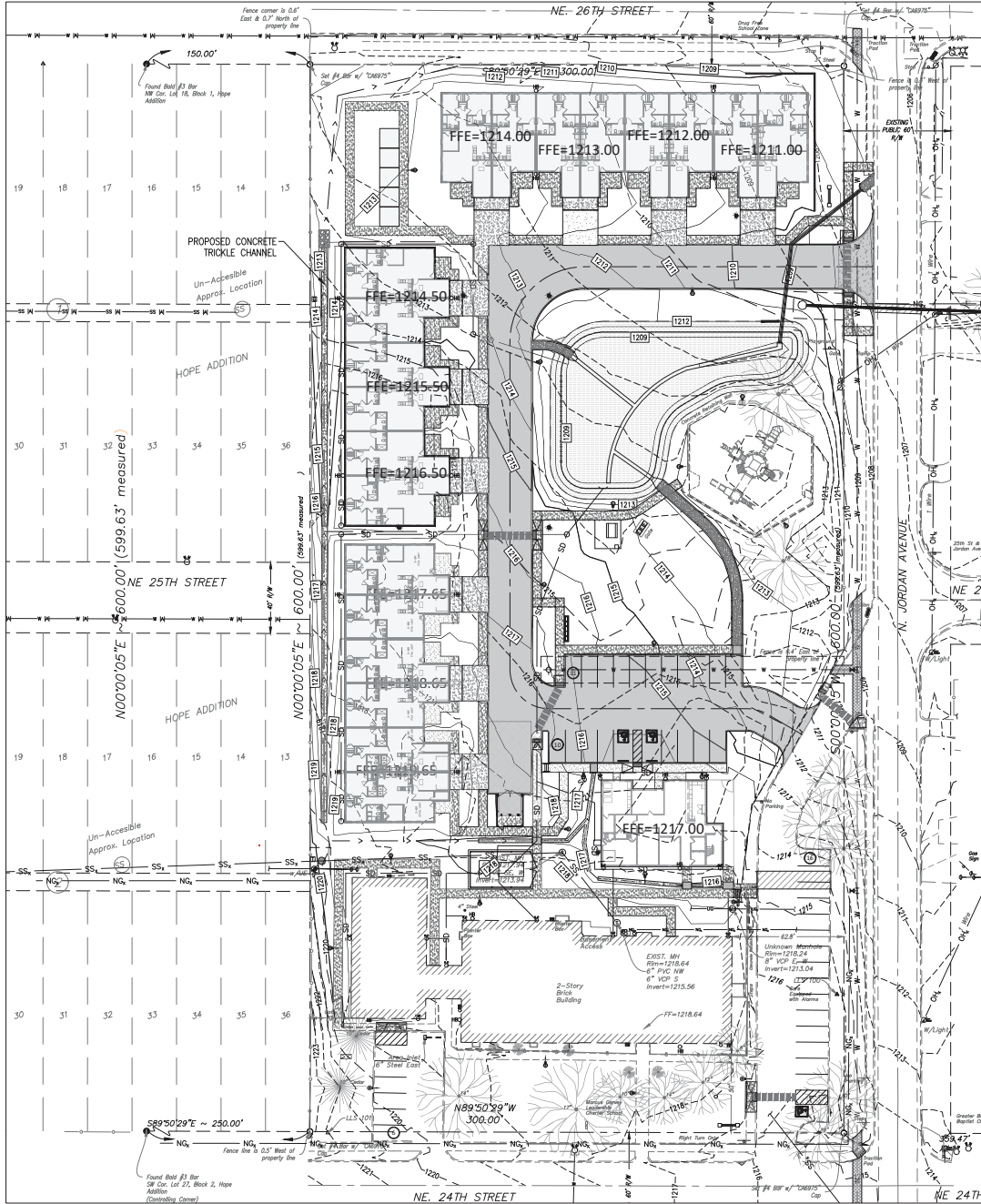
HORIZONTAL CONTROL DATUM: NAD83(HARN), OKLAHOMA STATE PLANE, NORTH ZONE
 VERTICAL CONTROL DATUM: NAVD88



UTILITY WARNING:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE RECHECKED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.

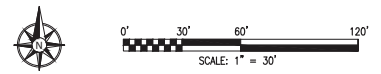




- GENERAL GRADING NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES AND GOVERNMENTAL AGENCIES WHO MIGHT HAVE UTILITY LINES ON OR NEAR THE PREMISES, OR WHO MIGHT BE AFFECTED BY THE CONSTRUCTION. THE CONTRACTOR SHALL ALSO COORDINATE HIS ACTIVITIES WITH THE UTILITY COMPANIES TO ENSURE COMPLIANCE WITH THE PROJECT SCHEDULE. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO LOCATE AND PROTECT EXISTING UTILITY LINES, AND SHALL REPAIR ANY DAMAGES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN CONSTRUCTION STAKES.
 3. PRIOR TO PLACEMENT OF FILL, THE GROUND SHALL BE STRIPPED (6" THICK) OF VEGETATION, SCARIFIED AND RECOMPACTED. FILL SHALL BE PLACED IN MAXIMUM 8' LIFTS AND COMPACTED TO AT LEAST 90% OF THE MAXIMUM DRY DENSITY AS OBTAINED BY THE STANDARD PROCTOR TEST (ASTM D-1557). THE CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT AND COORDINATE WITH STRUCTURAL ENGINEER FOR ALL SOIL AND PLACEMENT NEAR OR UNDER BUILDING SLAB.
 4. UNLESS OTHERWISE STATED IN THE GENERAL CONDITIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TESTING, THE RESULTS OF THE TESTS SHALL BE FORWARDED TO THE PROJECT ENGINEER FOR HIS REVIEW AND APPROVAL.
 5. THE CONTRACTOR MUST FILE A "NOTICE OF INTENT" WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF OKLAHOMA CITY, PRIOR TO COMMENCING EARTHWORK, CLEARING OR DEMOLITION OPERATIONS.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING THE S&I FENCE BARRIER AROUND THE LIMITS OF CONSTRUCTION AND AS SHOWN ON THE EROSION PLAN DURING CONSTRUCTION, UNTIL ALL WORK IS COMPLETE AND VEGETATION IS REESTABLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND SUBJECT TO FREQUENT INSPECTION OF ALL METHODS AND MATERIALS FOR EROSION PROTECTION.
 7. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING ALL ISLANDS, BEHIND CURBS AND ALL OTHER AREAS TO BE LANDSCAPED, WITH A MINIMUM 6" DEPTH OF TOPSOIL. THE CONTRACTOR SHALL FURTHER BE RESPONSIBLE FOR SEEDING AND/OR SLAB SOODING AS DIRECTED BY THE OWNER.
 8. MAINTENANCE OF SEEDED AND SOODED AREAS SHALL INCLUDE ALL NECESSARY FERTILIZATION AND WATERING UNTIL SUCH TIME AS PROPER VEGETATION AND ROOT GROWTH IS ESTABLISHED.
 9. ALL ADA ACCESSIBLE PARKING STALL AREAS (INCLUDING THE PARKING STALL AND CORE MARKINGS) SHALL BE CONSTRUCTED TO NOT EXCEED 2% CROSS SLOPE IN ANY DIRECTION. ALL ACCESSIBLE SIDEWALKS SHALL BE CONSTRUCTED TO NOT EXCEED A 2% CROSS SLOPE AND 4% LONGITUDINAL SLOPE. ALL ADA CURB RAMPWAYS SHALL NOT EXCEED 8.3% LONGITUDINAL SLOPE AND A MAXIMUM 6-INCH ELEVATION RISE. IN THE EVENT THAT ANY FIELD CONDITIONS WILL DEVIATE FROM THESE MAXIMUM ALLOWABLE SLOPES / CRITERIA, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND ARCHITECT IMMEDIATELY.
 10. SOLID SLAB SOD ALL DISTURBED AREAS.
 11. THE CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECTURAL PLANS FOR FINAL SITE GRADING, PLANTER BEDS, SOOD DRAINAGE AREAS, SITE VEGETATION AND GROUND COVER DETAILS.
 12. MAXIMUM GRADE SLOPE SHALL BE 3:1.
 13. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING ELEVATIONS ALONG ALL PROPERTY LINE TO ENSURE THE PROPOSED GRADING WILL NOT OBSTRUCT THE HISTORIC FLOW OR RUNOFF OR CREATE PONDING AREAS ON ADJACENT PROPERTIES.

LEGEND

---	EXISTING CONTOUR (1' INTERVAL)
---	PROPOSED CONTOUR (1' INTERVAL)
---	DRAINAGE FLOW ARROW
GUT	GUTTER
TC	TOP OF CURB
SW	TOP OF SIDEWALK
TW	TOP OF WALL
BW	BOTTOM OF WALL
FL	FLOW LINE ELEVATION
TG	TOP OF GRATE
EG	EXISTING GRADE
FG	FINISH GRADE
---	RETAINING WALL



UTILITY WARNING:
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE REVERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.



HARMONY SCHOOL APARTMENTS
 1537 NE 24th STREET
 OKLAHOMA CITY, OKLAHOMA, 73111

Project Number: Client Number:
 ----- N/A



BRYAN W. RICHARDS, P.E.
 Expires: 11/30/2022

BWR
 DESIGN GROUP

BWR DESIGN GROUP, LLC
 PO BOX 31732
 EDMOND, OK 73003
 405-761-5517
 CA 7227, EXP. 06/30/2022

Issue Date: 10/08/2021
 Purpose - Issue: FINAL

Revisions:
 No. Date Revision

Sheet Title:
 GRADING PLAN

Sheet Number:

C4.0





HARMONY APARTMENTS
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

Wallace
ARCHITECTS L.L.C.
Columbia, MO
P. 573-256-7200

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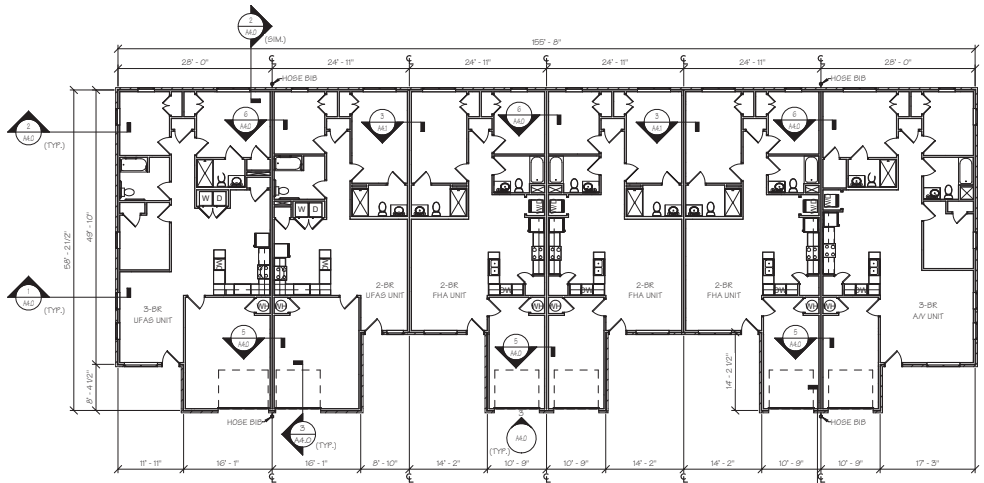
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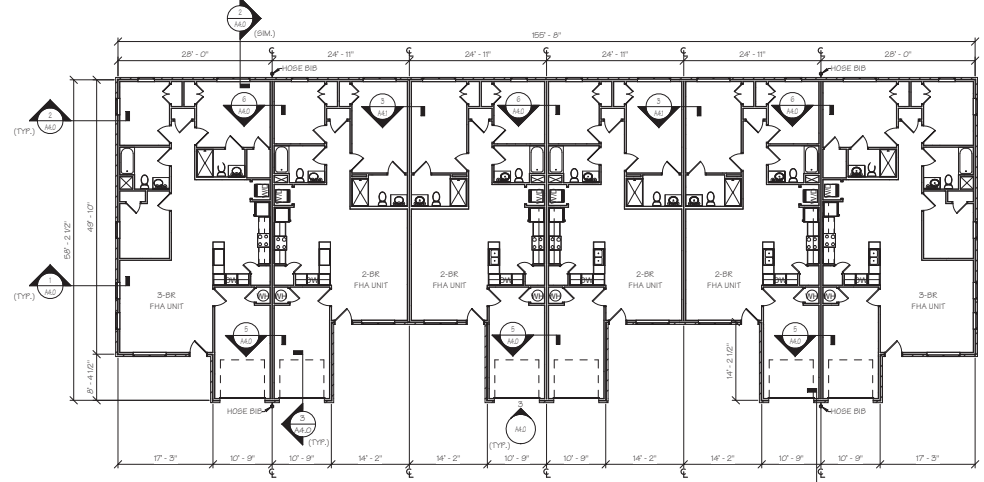
UNIT TYPE LEGEND

FHA = FAIR HOUSING ACT
UFAB = UNIFORM FEDERAL ACCESSIBILITY STANDARD
AV = AUDIOVISUAL IMPAIRED



6-PLEX BUILDING #1 PLAN

SCALE: 3/32" = 1'-0"



6-PLEX BUILDING #2 PLAN

SCALE: 3/32" = 1'-0"

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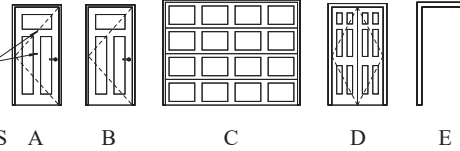
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DOOR SCHEDULE - TYPE MARK

TYPE MARK	SIZE	ELEV.	FRAME MTL.	FRAME FIN.	PANEL MATL.	PANEL FIN.	COMMENTS
1	3'-0" x 6'-8" x 1 3/4"	A	WD	WD	FIBERGLASS INSUL.	PAINTED	3 PANEL W/ PEEP-HOLE, WEATHERSTRIPPING, SPRING HINGES, ACCESSIBLE THRESHOLD
2	3'-0" x 6'-8" x 1 3/4"	B	WD	PREFIN.	FIBERGLASS INSUL.	PAINTED	3 PANEL WEATHER STRIPPING, SPRING HINGES, ACCESSIBLE THRESHOLD, 20 MIN. RATED
3	2'-6" x 6'-8" x 1 3/4"	B	WD	PREFIN.	WD HC	PAINTED	MASONITE 3 PANEL
4	3'-0" x 7'-0"	C	STEEL	PREFIN.	METAL INSUL.	PREFIN.	3 PANEL WEATHER STRIPPING, SPRING HINGES, ACCESSIBLE THRESHOLD, 20 MIN. RATED
5	1'-0" x 6'-8" x 1 3/4"	B	WD	PREFIN.	WD HC	PAINTED	MASONITE 3 PANEL
6	3'-0" x 6'-8" x 1 3/4"	B	WD	PREFIN.	WD HC	PAINTED	MASONITE 3 PANEL
7	2'-6" x 6'-8" x 1 3/4"	B	WD	PREFIN.	WD HC	PAINTED	MASONITE 3 PANEL
8	PRE 2'-0" x 6'-8" x 1 3/4"	B	WD	PREFIN.	WD HC	PAINTED	MASONITE 3 PANEL
9	2'-6" x 6'-8" x 1 3/4"	B	WD	PREFIN.	WD HC	PAINTED	MASONITE 3 PANEL
10	PRE 2'-6" x 6'-8" x 1 3/4"	D	WD	PREFIN.	WD HC	PAINTED	MASONITE 3 PANEL
11	3'-0" x 6'-8"	E	WD	PREFIN.	NONE	NONE	CASED OPENING

DOOR ELEVATIONS



PROVIDE PEEP HOLE VIEWER @ ENTRY DOORS, (1) @ 5'-0" AFF @ TYPICAL UNITS AND (1) @ 6'-0" AND 3'-0" @ UFAS UNITS

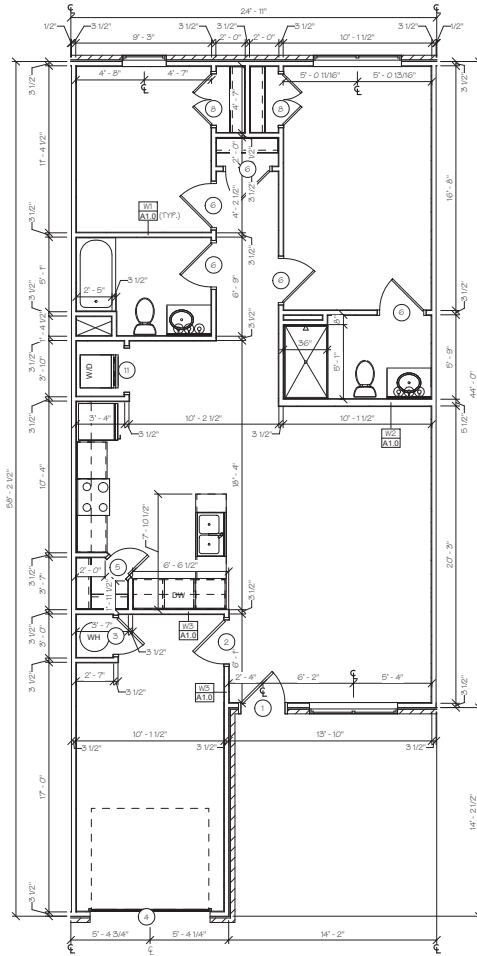
WALL TYPES

W1

W2

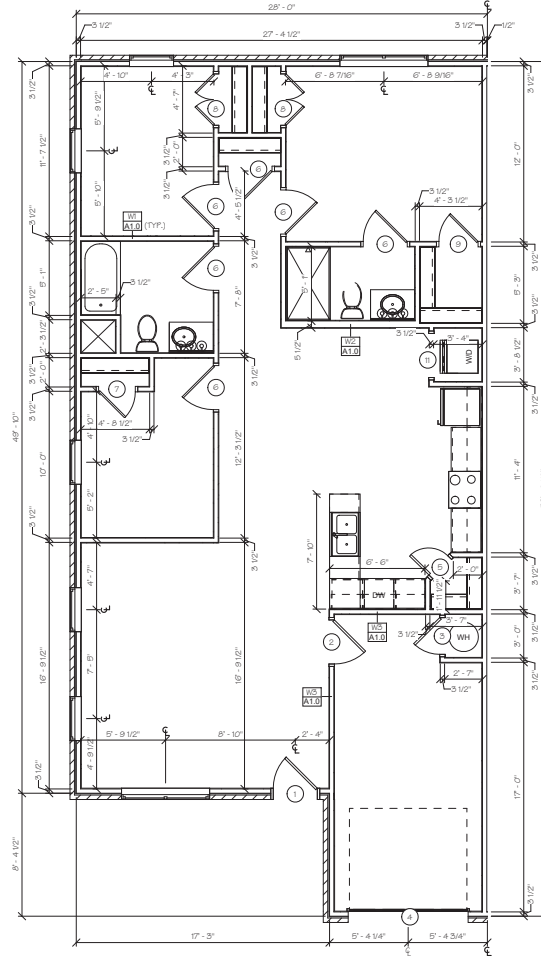
W3

PROVIDE MOLD GUARD GYPSUM BOARD AT BATHROOM, KITCHEN AND LAUNDRY DAMP AREAS.



2-BR FHA UNIT PLAN

SCALE: 1/4" = 1'-0"



3-BR FHA UNIT PLAN

SCALE: 1/4" = 1'-0"

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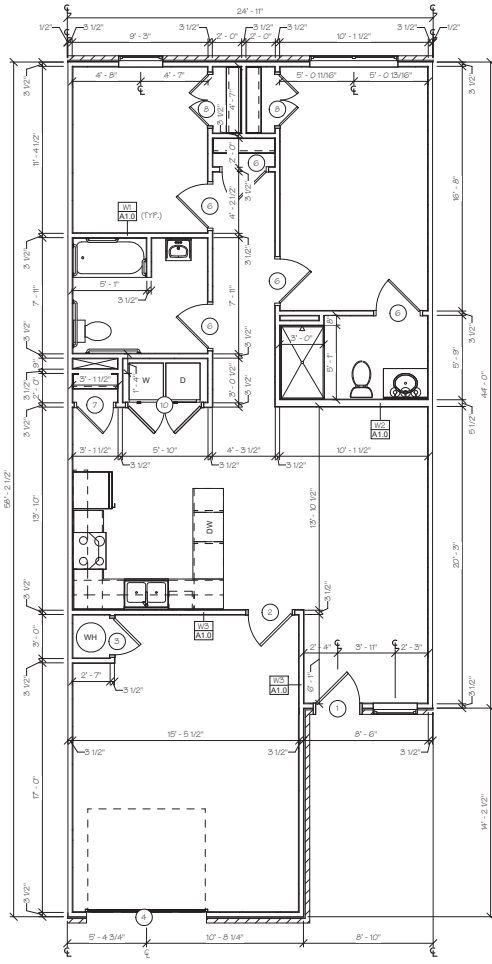
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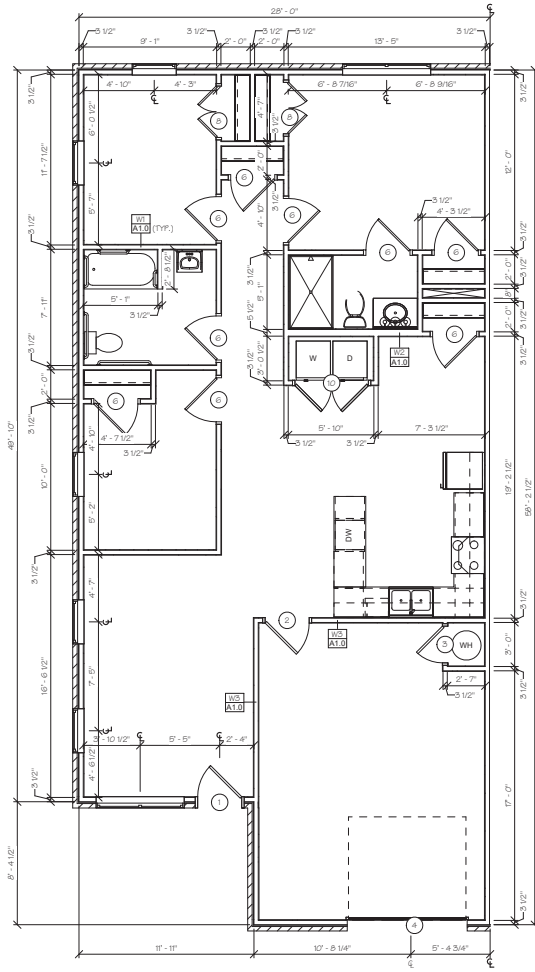
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2-BR UFAS UNIT PLAN
SCALE: 1/4" = 1'-0"



3-BR UFAS UNIT PLAN
SCALE: 1/4" = 1'-0"

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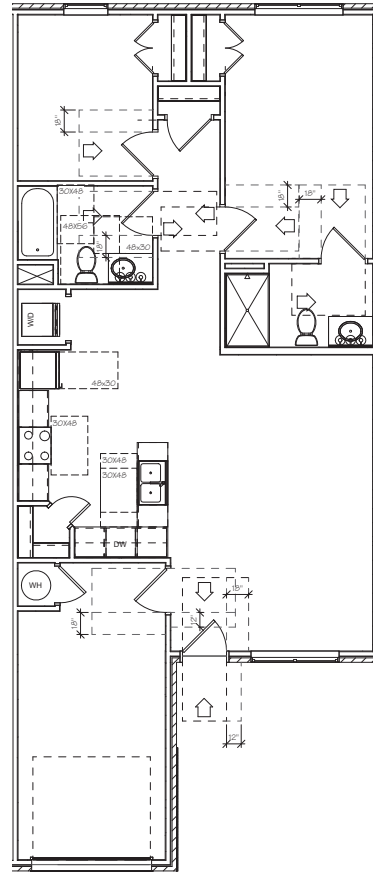
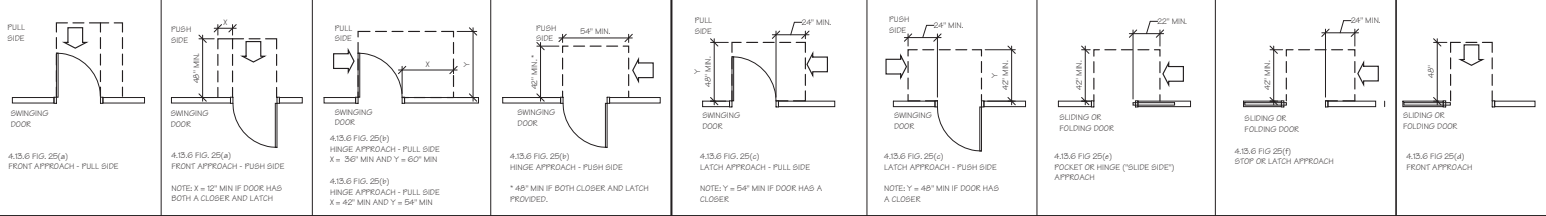
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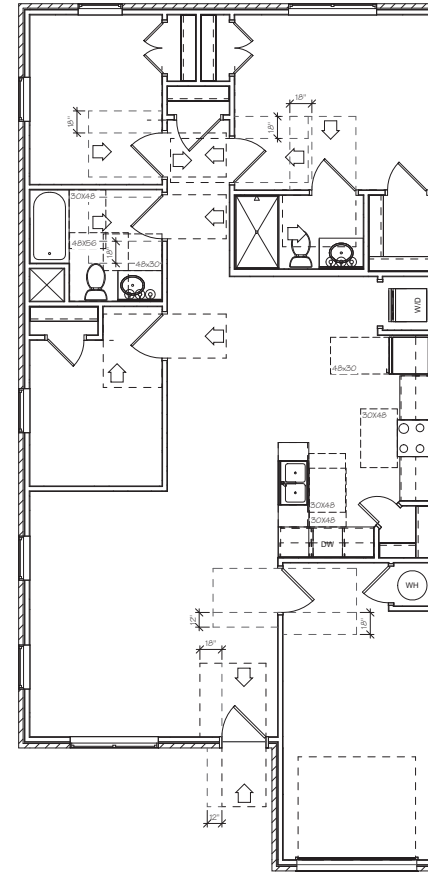
MANEUVERING CLEARANCES AT DOORS

PER UFAS

NOTE: WHERE ANY OBSTRUCTION WITHIN 18 INCHES OF THE LATCH SIDE OF A DOORWAY PROJECTS MORE THAN 8 INCHES BEYOND THE FACE OF THE DOOR, MEASURED PERPENDICULAR TO THE FACE OF THE DOOR, MANEUVERING CLEARANCES FOR A FORWARD APPROACH SHALL BE PROVIDED.



2-BR FHA UNIT CLEAR FLOOR SPACE PLAN
SCALE: 1/4" = 1'-0"



3-BR FHA UNIT CLEAR FLOOR SPACE PLAN
SCALE: 1/4" = 1'-0"

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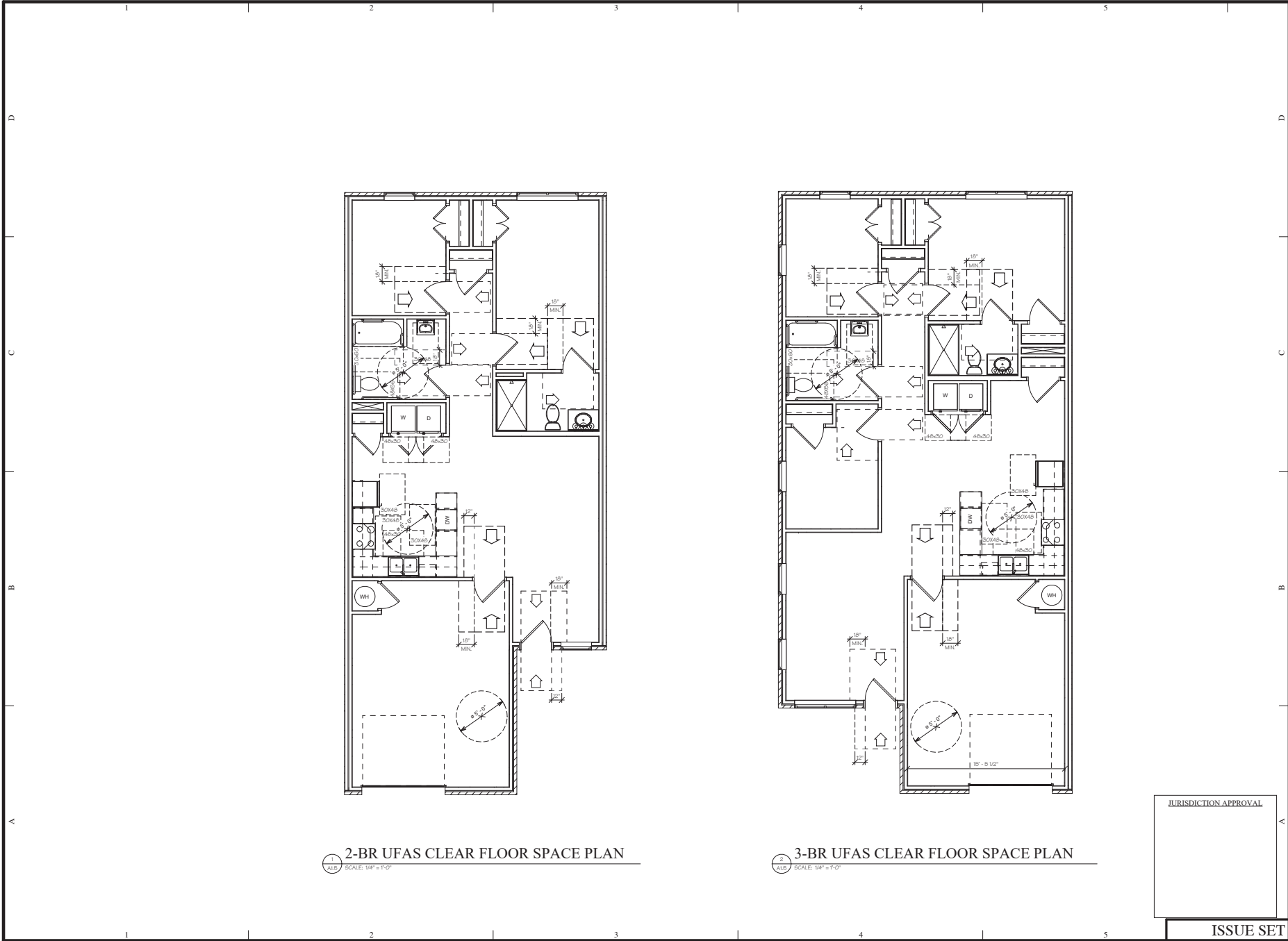
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1 2-BR UFAS CLEAR FLOOR SPACE PLAN
SCALE: 1/4" = 1'-0"

2 3-BR UFAS CLEAR FLOOR SPACE PLAN
SCALE: 1/4" = 1'-0"

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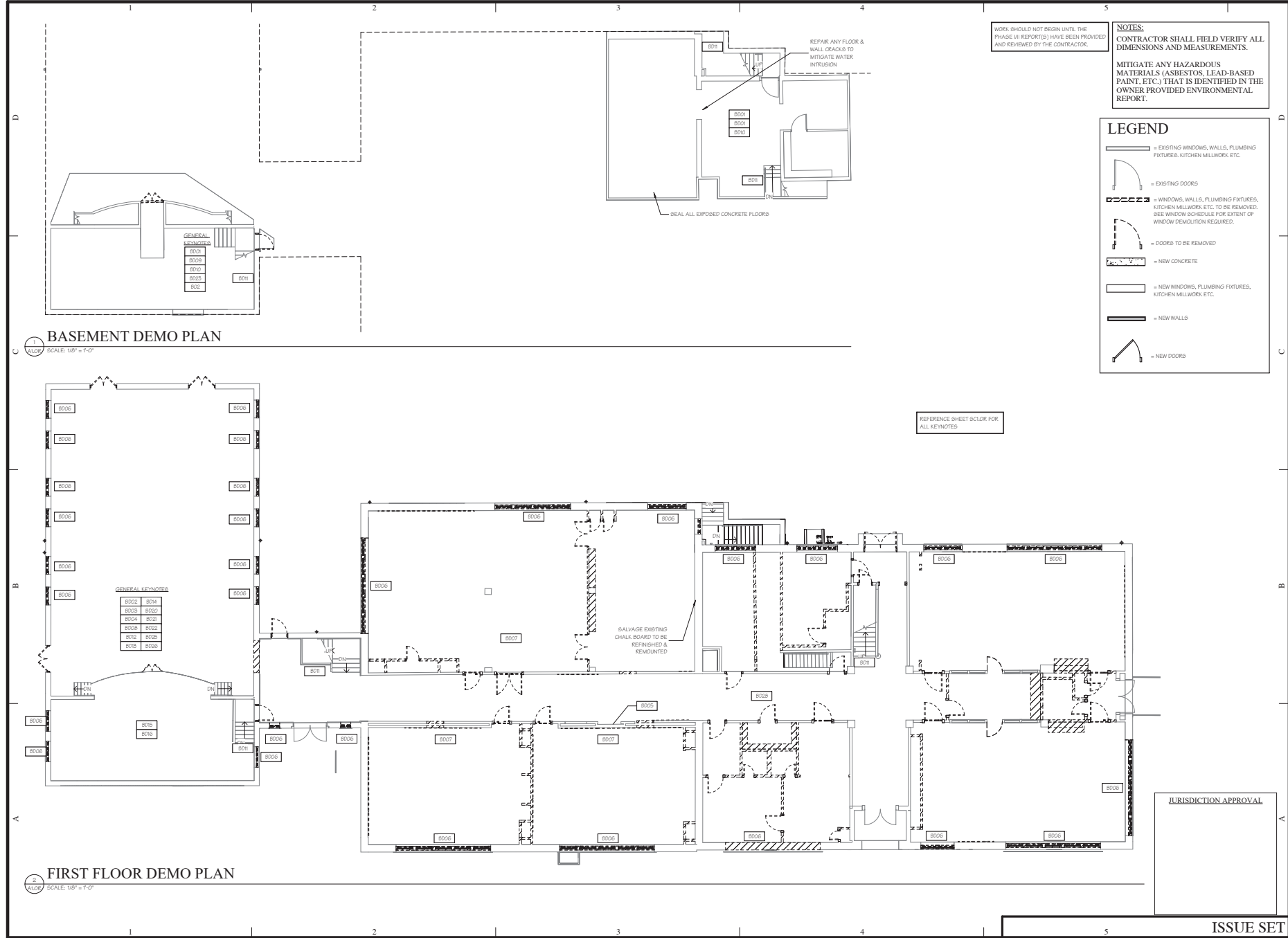
NOTES:
 CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS.

MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED BY THE OWNER PROVIDED ENVIRONMENTAL REPORT.

LEGEND

- = EXISTING WINDOWS, WALLS, PLUMBING FIXTURES, KITCHEN MILLWORK, ETC.
- = EXISTING DOORS
- = WINDOWS, WALLS, PLUMBING FIXTURES, KITCHEN MILLWORK, ETC. TO BE REMOVED. SEE WINDOW SCHEDULES FOR EXTENT OF WINDOW DEMOLITION REQUIRED.
- = DOORS TO BE REMOVED
- = NEW CONCRETE
- = NEW WINDOWS, PLUMBING FIXTURES, KITCHEN MILLWORK, ETC.
- = NEW WALLS
- = NEW DOORS

REFERENCE SHEET B304R FOR ALL KEYNOTES



**BUILDING DEMOLITION/
MODIFICATIONS KEYNOTES**

- B001 REMOVE BASEMENT DOORS AND FRAMES AND PREPARE FOR NEW HM FRAMES AND INSULATED HM DOORS AND HARDWARE.
- B002 REMOVE FRAMED WALLS AS INDICATED INCLUDING FINISHES (FOR EXAMPLE, FRAMING STUDS, NONLOADBEARING MASONRY WALLS, METAL LATH AND PLASTER), AND SELECTIVE TRIM. DEMOLITION.
- B003 SAW CUT OR CORE, AND REMOVE PORTIONS OF CONCRETE SLAB AS REQUIRED FOR MECHANICAL, ELECTRICAL, AND PLUMBING ROUGH-INS. COORDINATE ROUTING WITH MEP AND STRUCTURE. NOTIFY ARCHITECT OF DISCREPANCIES IF PROPOSED PENETRATIONS OR MEP ROUGH-INS CONFLICT WITH EXISTING STRUCTURAL.
- B004 AT AREAS WHERE EXISTING WALLS ARE SHOW TO REMAIN, RETAIN AND PROTECT EXISTING WOOD TRIM AND MILLWORK THAT IS TO BE KEPT/FINISHED.
- B005 AT EXISTING COORIDOR WALLS TO REMAIN, INFILL FRAME AT EXISTING VOIDS WHERE MISSING DISPLAY CASES WERE PREVIOUSLY LOCATED.
- B006 REMOVE ALL EXISTING WINDOWS AND EXTERIOR PANNING AND PREPARE FOR NEW REPLACEMENT WINDOWS AND PANNING AS APPROVED BY ARCHITECT AND HISTORIC PRESERVATION CONSULTANT. (PROTECT IN PLACE EXISTING CASINGS, TRIM, STOOLS, ETC. TO BE REFINISHED. SEE HISTORIC BRIEFS FOR REQUIREMENTS).
- B007 REMOVE ALL EXISTING INTERIOR UNIT DISPLAY CASES AND ASSOCIATED FRAMING. VOIDS AND OPENINGS FROM DEMOLITION SHALL BE PATCHED AND/OR INFILL FRAMED TO MATCH ADJACENT FINISH SURFACE AND TEXTURE.
- B008 REMOVE ALL EXISTING DOORS AND HARDWARE TO BE REPLACED. EXISTING DOOR CASING, TRIM, AND TRANSOMS ARE TO REMAIN AND TO BE PROTECTED IN PLACE TO BE REFINISHED. SEE HISTORIC BRIEFS FOR ADDITIONAL REQUIREMENTS.
- B009 REMOVE EXISTING EQUIPMENT IN BASEMENT AREA. COORDINATE WITH GENERAL CONTRACTOR AND MEP FOR ITEMS TO BE ABANDONED IN PLACE.
- B010 REMOVE EXISTING SUMP PUMP AND ASSOCIATED EQUIPMENT AND PREPARE FOR INSTALLATION OF NEW SUMP PUMP SYSTEM (COORDINATE WITH PLUMBING AND ELECTRICAL).
- B011 REMOVE EXISTING METAL HANDRAILS AT ALL STAIR CONDITIONS WITH METAL HANDRAILS AND PREPARE FOR INSTALLATION OF NEW METAL HANDRAILS.
- B012 REMOVE ALL ABANDONED MEP LINES. CAP ALL PLUMBING, ELECTRICAL LINES AND CONDUITS AT ALL SLAB, WALL, AND CEILING PENETRATIONS TO BE DEMOLISHED OR ABANDONED. COORDINATE WITH MEP DRAWINGS FOR ALL EXISTING MECHANICAL, PLUMBING AND ELECTRICAL RUNS TO BE REMOVED.
- B013 REMOVE ALL PLUMBING FIXTURES AND ASSOCIATED DWV, WATER SUPPLY LINES AT EXISTING RESTROOMS. CAP ABANDONED LINES, INFILL AND SEAL IN WALL AND FLOOR SLAB CONDITIONS. COORDINATE WITH PLUMBING DRAWINGS.
- B014 REMOVE RAISED FLOOR DOWN TO ADJACENT FINISH FLOOR LEVEL. CAP ABANDONED PIPES AND PENETRATIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.
- B015 REMOVE EXISTING AUDITORIUM STAGE EQUIPMENT AND LIGHTING. REPAIR WALL, CEILING AND FLOOR DAMAGE CAUSED FROM REMOVAL OF EQUIPMENT AND MATCH ADJACENT FINISH AND TEXTURE.
- B016 REMOVE AREAS OF DAMAGED AUDITORIUM WOOD STAGE FLOORING AND REPAIR. PREPARE WOOD FLOORING SYSTEM TO BE REFINISHED. STAIN SELECTION AND SHEEN TO BE APPROVED BY HISTORIC PRESERVATION CONSULTANT. PROVIDE 50% AREA MOCKUP OF FLOORING TO BE REFINISHED FOR ARCHITECT AND HISTORIC PRESERVATION CONSULTANT APPROVAL. SEE HISTORIC PRESERVATION BRIEFS FOR ADDITIONAL INFORMATION.
- B017 CUT OPENINGS IN EXISTING ROOF FOR MECHANICAL PENETRATIONS. VERIFY FINAL LOCATIONS AND SIZE WITH MECHANICAL DRAWINGS/ENGINEER. PROPERLY FLASH AND SEAL AROUND ROOF PENETRATION AND/OR EQUIPMENT CURBS.
- B018 SAW CUT AND REMOVE PORTIONS OF EXTERIOR MASONRY WALL TO ACCOMMODATE NEW MEP PENETRATIONS. COORDINATE LOCATION IN FIELD WITH MEP ROUTINGS.

**BUILDING DEMOLITION/
MODIFICATIONS KEYNOTES**








- B019 REMOVE EXISTING RTU AND MECHANICAL EQUIPMENT FROM EXISTING ROOF AREAS. REMOVE EXISTING EQUIPMENT CURBS TO BE FLUSH WITH ADJACENT ROOF SURFACE AND INFILL FRAME MECHANICAL OPENING WITH 2X10 PERIMETER. BOX FRAME EPDM/ ANKORED TO EXISTING STRUCTURE, WITH 2X10'S PLACED 16" O.C. WITH SIMPSON HANGERS. (COORDINATE WITH MECHANICAL.)
- B020 PROVIDE ABREXFOR ABATEMENT/REMEDIATION PER PHASE 1 ENVIRONMENTAL SITE ASSESSMENT REPORT BY A LICENSED CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
- B021 PROVIDE LEAD-PAINT ABATEMENT/REMEDIATION PER PHASE 1 ENVIRONMENTAL SITE ASSESSMENT REPORT BY A LICENSED CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY
- B022 REMOVE AND DISCARD ALL LAYERS OF EXISTING APPLIED FLOOR FINISHES AND ADHESIVES DOWN TO HARD SURFACES SUCH AS CONCRETE AND TERRAZZO.
- B023 REMOVE ALL EXISTING EQUIPMENT BELOW AUDITORIUM STAGE IN MECHANICAL CRAWL SPACE.
- B024 REMOVE EXISTING ROOF HATCH AND PREPARE FOR INSTALLATION OF NEW ROOF HATCH SYSTEM.
- B025 REMOVE ALL EXISTING SUSPENDED CEILING AND ASSOCIATED TRADE WORK. PREPARE FOR NEW CEILING FINISHES; SEE FINISH SCHEDULE AND REFLECTED CEILING PLANS.
- B026 FIELD INSPECT AND REMOVE ANY DAMAGED PLASTER AT WALLS TO REMAIN AND PREPARE FOR NEW FINISHES OF MATCHING FINISH TEXTURE.
- B027 REMOVE EXISTING AUDITORIUM VINYL FLOOR TILE AS PART OF HAZARDOUS MATERIAL ABATEMENT AND PREPARE SURFACES FOR NEW FLOOR FINISHES PER FINISH SCHEDULE
- B028 REMOVE EXISTING TONGUE AND GROOVE WOOD FLOORING WHERE IT OCCURS AND PREPARE SUBFLOOR OR CONCRETE SLAB AS REQUIRED FOR NEW FLOOR FINISHES (AUDITORIUM WOOD FLOORING TO BE REPAIRED AND REFINISHED).

WORK SHOULD NOT BEGIN UNTIL THE PHASE III REPORT(S) HAVE BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

NOTES:
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MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED IN THE OWNER PROVIDED ENVIRONMENTAL REPORT.

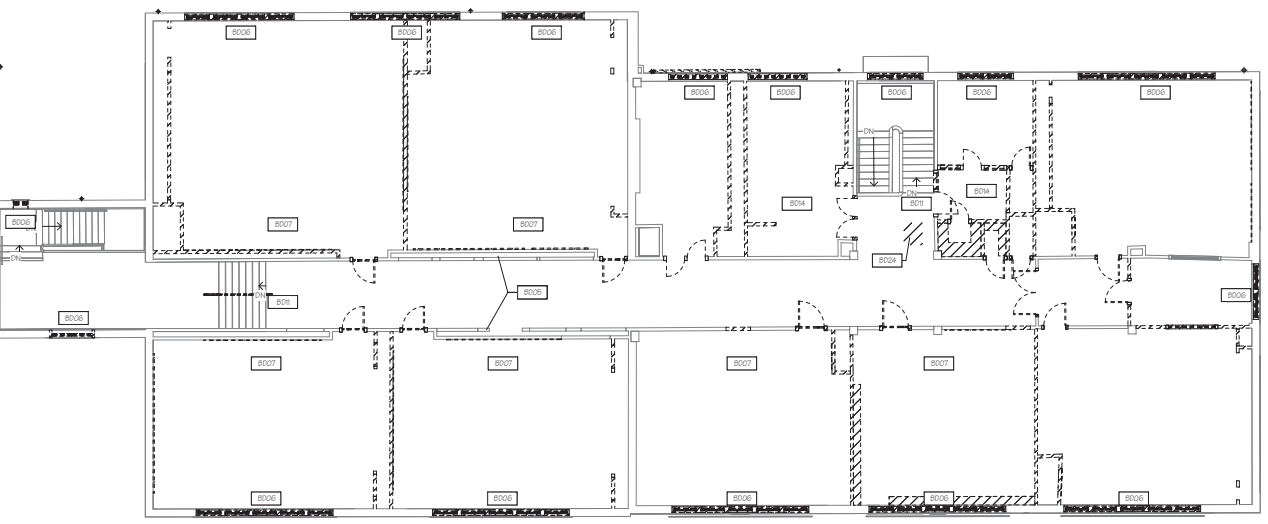
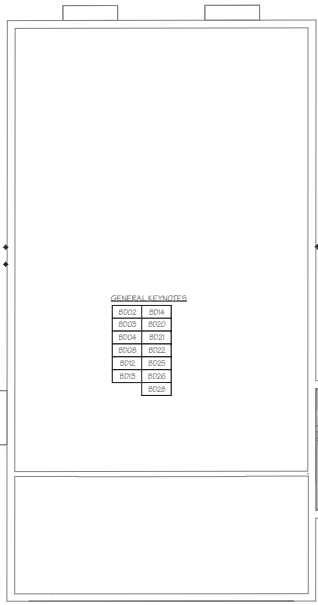
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-  = EXISTING DOORS
-  = DOORS TO BE REMOVED
-  = NEW CONCRETE
-  = NEW WINDOWS, PLUMBING FIXTURES, KITCHEN MILLWORK, ETC.
-  = NEW WALLS
-  = NEW DOORS

REFERENCE SHEET SCLDR FOR ALL KEYNOTES

GENERAL KEYNOTES

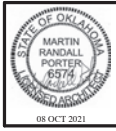
B002	B016
B003	B020
B004	B021
B006	B022
B01	B023
B03	B028
B038	



SECOND FLOOR DEMO PLAN

SCALE: 1/8" = 1'-0"

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LEGEND

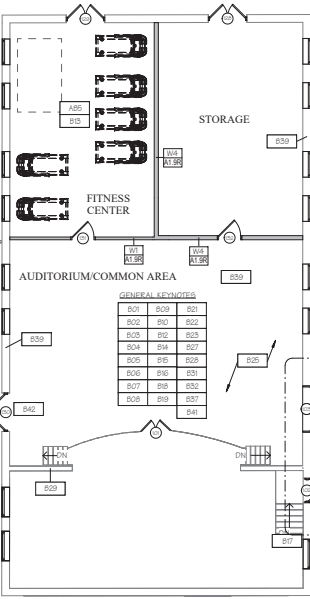
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- = DOORS TO BE REMOVED
- = NEW CONCRETE
- = NEW WINDOWS, PLUMBING FIXTURES, KITCHEN MILLWORK, ETC.
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- = NEW DOORS

REFERENCE SHEET SCLOR FOR ALL KEYNOTES

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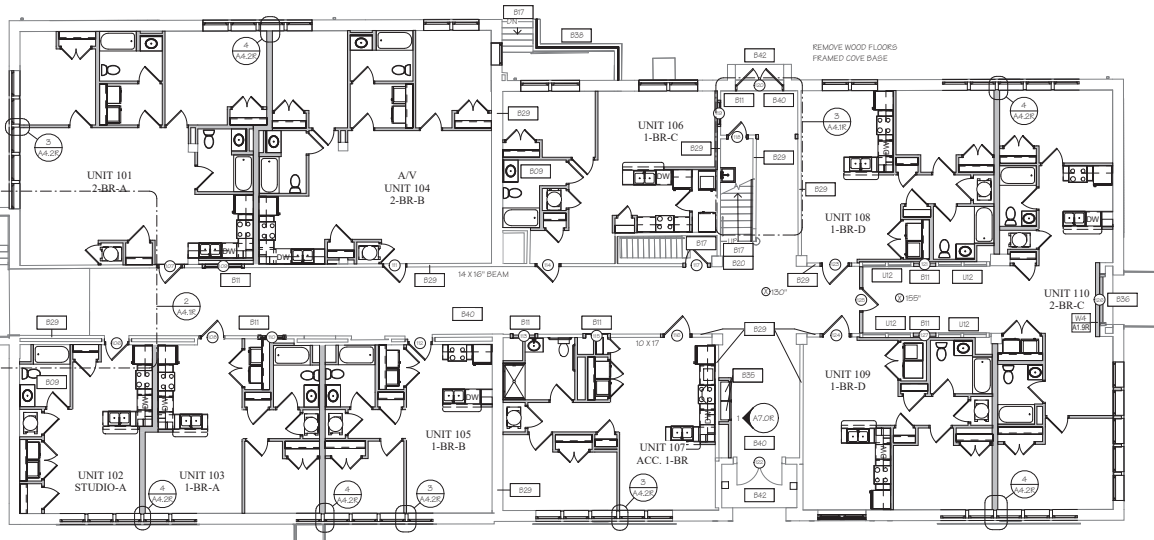
UNDER STAGE RENOVATED BUILDING PLAN

SCALE: 1/8" = 1'-0"



FIRST FLOOR RENOVATED BUILDING PLAN

SCALE: 1/8" = 1'-0"



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BUILDING REHABILITATION KEYNOTES

- 801 AT AREAS WHERE EXISTING CORRIDOR WALLS ARE SHOWN TO REMAIN, REFINISH EXISTING TRIM, CASINGS, SIDE LIFE WINDOW FRAMES, AND MILLWORK. REPLICATE EXISTING COMPONENTS AND TRIM TO FILL IN WITH NEW COMPONENTS AND TRIM WHERE THEY ARE MISSING OR DAMAGED BEYOND REPAIR. NEW COMPONENTS OR TRIM SHALL MATCH EXISTING IN MATERIAL, SIZE, DIMENSIONS, SHAPE, DETAIL, AND FORM. CLEAN AND SAND OR STIP FINISHES FROM EXISTING WOOD COMPONENTS AND TRIM. PREPARE WOOD SURFACES FOR NEW FINISH. STAIN NEW AND OLD PARTS TO MATCH HISTORIC PRIME AND PAINT. (COLOR FINISHES TO BE APPROVED BY OWNER AND HISTORIC PRESERVATION CONSULTANT.) APPLY PROTECTIVE MATTE POLYURETHANE COATINGS.
- 802 INSTALL NEW DOORS AND HARDWARE PER DOOR SCHEDULE, & SPECIFICATIONS.
- 803 PROVIDE AND INSTALL NEW WALL OR BASE DOORSTOPS AT ALL OPERABLE DOORS.
- 804 INSTALL WOOD BASEBOARD TRIM THROUGHOUT. REUSE SALVAGED WOOD BASEBOARD MATERIAL RECOVERED DURING DEMOLITION. PROVIDE AND INSTALL NEW WOOD BASEBOARD AS NEEDED TO SUPPLEMENT SALVAGED MATERIAL FOR A COMPLETE INSTALLATION. CONCENTRATE BEST SALVAGED MATERIALS IN THE MOST PUBLIC SPACES. USE ONLY ONE KIND OF BASEBOARD IN EACH SPACE. SALVAGED OR NEW, AS MUCH AS POSSIBLE. CLEAN AND SAND OR STIP FINISHES FROM EXISTING WOOD COMPONENTS AND TRIM. PREPARE WOOD SURFACES FOR NEW FINISH. STAIN NEW AND OLD PARTS TO MATCH HISTORIC STAIN COLOR. APPLY PROTECTIVE MATTE POLYURETHANE COATINGS.
- 805 APPLY LIGHT TEXTURE FINISH AT ALL NEW WALLS AND GYF. BO. CEILING.
- 806 PREPARE INTERIOR SURFACES FOR PAINTED FINISH. PRIME AND PAINT INTERIOR WALLS AND CEILING WITH LOW VOC PAINT. COLORS & SHEENS SHALL BE AS SELECTED BY OWNER AND REVIEWED/APPROVED BY HISTORIC PRESERVATION CONSULTANT.
- 807 PROVIDE AND INSTALL NEW FLOOR FINISHES PER FINISH SCHEDULE. (WOOD GRAIN PATTERNS ARE NOT ACCEPTABLE AT GROUND LEVEL AREAS ONLY PER HISTORIC BRIEF.)
- 808 PROVIDE AND INSTALL NEW STUD-CAVITY WOOD BLOCKING WHERE REQUIRED TO FIRMLY SECURE WALL MOUNTED ACCESSORIES.
- 809 PROVIDE AND INSTALL NEW TOILET ACCESSORIES AT ALL BATHROOMS. SEE PLANS AND SPEC.
- 810 INSTALL NEW BUILDING COMMON AREA AND TENANT SIGNAGE, EMERGENCY EGRESS PATH SIGNAGE AND NEW STORM SHELTER. MAXIMUM OCCUPANT LOAD SIGNAGE (MAX OCCUPANCY SIGNAGE FOR EACH NEW STORM SHELTER, FIRE TITIAL, STORM SHELTER ENTRANCE AND PATHWAY SIGNAGE. (PER 2015 IBC, ICSO/SUNSHINE, 2015 FEMA P-368 AND UL502C STORM SHELTER REQUIREMENTS).
- 811 PERMANENTLY FIX NEW DOORS IN PLACE AND REMOVE ALL OPERABLE DOOR HARDWARE WHERE INDICATED. EXISTING DOOR TRIM TO REMAIN AND TO RECEIVE NEW FINISHES AS APPROVED BY HISTORIC PRESERVATION CONSULTANT. SEE DOOR DETAILS FOR ADDITIONAL INFORMATION.
- 812 SEE MEP DRAWING SET FOR MECHANICAL, ELECTRICAL, AND PLUMBING TRADE REQUIREMENTS.
- 813 COORDINATE FINAL LOCATION OF FINISH EQUIPMENT WITH OWNER AND ARCHITECT. COORDINATE ELECTRICAL REQUIREMENTS AND INSTALLATION OF FITNESS EQUIPMENT.
- 814 AT AREAS WHERE EXISTING WALLS ARE SHOWN TO REMAIN, RETAIN AND PROTECT EXISTING INTERIOR BASE, TRIM, CASING, MILLWORK, ETC.
- 815 WELLS FRAME AT ALL DISPLAY CASES, FEATURES AND RECESSED ELEMENTS AT INTERIOR SIDE OF RESIDENTIAL UNITS. INSTALL NEW PARTITION WALLS AND FINISHES AS INDICATED.
- 816 PATCH AND REPAIR ALL FLOOR/CEILING OPENINGS PER THE BUILDING CONCRETE REPAIR SPECIFICATION. #4 BAR AT 1'-0" O.C. MAX. SHALL BE EPOXY IN THE EXISTING CONCRETE AT MID-DEPTH OF SLAB THICKNESS WITH #4 HELIX HT 200 EPOXY EMBEDMENT.
- 817 REPAIR AND MAINTAIN EXISTING HISTORIC WOOD GUARDRAILS/HANDRAILS, PREP AND FINISH (FINISH SHALL BE AS SELECTED BY OWNER AND REVIEWED/APPROVED BY HISTORIC PRESERVATION CONSULTANT) WHERE A HANDRAIL IS EXISTING ON ONLY ONE SIDE OF A STAIRWAY, INSTALL A NEW HANDRAIL ON THE OTHER SIDE. FABRICATED AND FINISHED TO MATCH THE EXISTING HISTORIC HANDRAIL. FINISHES AND PROFILES TO BE APPROVED BY THE OWNER AND HISTORIC PRESERVATION CONSULTANT.
- 818 EXISTING TERRAZZO FLOOR FINISHES SHALL REMAIN. PROTECT TERRAZZO FLOOR FROM DAMAGE DURING CONSTRUCTION OPERATIONS. REPLACE ALL DAMAGED OR MISSING PORTION OF TERRAZZO FLOORING AS NEEDED. REPAIR, CLEAN AND POLISH.
- 819 REPAIR PLASTER CEILING IN KIND AS REQUIRED. FINISH TO MATCH ADJACENT CONSTRUCTION.
- 820 PROVIDE EARLY RESPONSE SPEAKER HEADS AROUND STAIR OPENINGS PER NFPA 13 SECTION 8.4.6. VERIFY LOCATIONS WITH ARCHITECT, GC AND FIRE SUPPRESSION CONTRACTOR.
- 821 INSTALL NEW CEILING PER FINISH SCHEDULE AND REFLECTED CEILING PLANS.
- 822 COORDINATE WITH MEP DRAWINGS AND ALL TRADES FOR EXISTING MECHANICAL, ELECTRICAL AND PLUMBING CHASE LOCATIONS TO BE REUSED FOR NEW CONSTRUCTION.
- 823 FIX ALL EXISTING CORRIDOR TRANSOM WINDOWS IN PLACE BEFORE NEW CEILING INSTALLATION. INSTALL FRP LAMINATED GYPSUM BOARD PANEL INFILLS TO THE UNIT SIDE GLAZING. SEE THE DOOR AND WINDOW DETAILS.

BUILDING REHABILITATION KEYNOTES









- 804 PROVIDE NEW HINGED CEILING ACCESS PANELS AT MECHANICAL EQUIPMENT LOCATIONS AS INDICATED AT COMMON AREA CORRIDORS. COORDINATE SIZE AND FINAL LOCATION OF ACCESS PANEL WITH MECHANICAL CONTRACTOR. ACCESS PANEL SHALL BE KEPT WITH MECHANICAL LOCK. ACCESS PANEL ASSEMBLY SHALL BE COLOR MATCH TO ADJACENT CEILING FINISH.
- 805 NEW FLOORING FOR THE AUDITORIUM COMMON AREA, FITNESS CENTER, AND STORAGE AREA TO BE 12"x24" VCT AS APPROVED BY THE HISTORIC PRESERVATION CONSULTANT.
- 806 SEAL ALL EXTERIOR MASONRY WITH A TRANSPARENT SEALER AS APPROVED BY HISTORIC PRESERVATION CONSULTANT AND AS INDICATED BY HISTORIC BRIEF.
- 807 MECHANICAL DOWNS AND GRILLES TO BE PAINTED TO MATCH ADJACENT WALL FINISH MATERIAL COLOR.
- 808 ALL FIRE SUPPRESSION SPRINKLER ESCUTCHEONS, COVERS AND HEADS SHALL BE PROVIDED WITH A FINISH COLOR FOR ALL LOCATIONS. COLOR AS APPROVED BY HISTORIC PRESERVATION CONSULTANT. TYPICAL.
- 809 EXISTING CORE WALLS TO REMAIN AS INDICATED. PREPARE AND APPLY NEW FINISH (COLOR AND FINISHES TO BE APPROVED BY OWNER AND HISTORIC PRESERVATION CONSULTANT).
- 830 DEMO BASEMENT SLAB AS NEEDED TO REPAIR SUMP PIT AND AS REQUIRED FOR INSTALLATION OF NEW SUMP PUMP SYSTEM.
- 831 AT THE EXISTING WINDOWS AND APRONS, RESTORE TO MATCH ORIGINAL WHERE NEW OR REPLACEMENT SILL AND APRONS ARE REQUIRED. TRIM PROFILES SHALL MATCH ORIGINAL PROFILES. (OBTAIN APPROVAL FROM HISTORIC PRESERVATION CONSULTANT ON RESTORED AND NEW TRIM.)
- 832 AT ALL BUILDING WINDOWS THAT EXCEED 9 SQ. FT. IN AN INDIVIDUAL PANE, AND WHERE THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 18" A.F.F. AND THE TOP EDGE OF THE GLAZING IS MORE THAN 56" A.F.F. AND ONE OF MORE WALKING SURFACES ARE WITHIN 36" MEASURED HORIZONTALLY AND A STRAIGHT LINE OF THE PLANE OF THE GLAZING. INSTALL A HORIZONTAL RAIL. 3/4-3/8" A.F.F. THE RAIL SHALL BE CAPABLE OF SUPPORTING SOLDS/PER LN. FT. HORIZONTAL LOAD, WITHOUT CONTACTING THE GLASS AND BE 1" X 1 1/2" IN CROSS SECTION HEIGHT. SUBMIT MOCK UP OF RAIL AND ATTACHMENT TO ARCHITECT AND HISTORIC PRESERVATION CONSULTANT.
- 833 REPAIR AND/OR REPLACE DAMAGED STONE COPING AND REPLACE THRU WALL FLASHINGS, KAKE AND RESEAL ALL COPING JOINTS.
- 834 PROVIDE NEW SUMP PUMP PIT AND SUMP PUMP SYSTEM FOR A FULLY FUNCTIONAL INSTALLATION. COORDINATE WITH PLUMBING AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 835 PROVIDE NEW MAIL BOXES RECESS MOUNTED IN NEW FRAMED ENCLOSURE WITH PAINTED GYPSUM AND LIGHT TEXTURE FINISH.
- 836 AT EAST BUILDING ENTRANCE FIX PAIR OF FULL GLASS ALUMINUM DOORS IN PLACE, MOUNTED WITHOUT OPERABLE HARDWARE WITH FULL PERIMETER SEALANTS/BACKER RODS FOR A COMPLETE AND WEATHER TIGHT ASSEMBLY. DOORS TO BE ENCLOSED WITH NEW INTERIOR WALL FRAMING AND FINISHES AT INTERIOR SIDE OF RESIDENTIAL UNIT.
- 837 COORDINATE FINAL LOCATIONS FOR SECURITY SYSTEM AND SURVEILLANCE CAMERAS WITH OWNER, ARCHITECT AND HISTORIC CONSULTANT PRIOR TO COMMENCING WORK.
- 838 REMOVE EXISTING CHAIN LINK FENCING AND PROVIDE NEW 42" METAL GUARDRAIL AT EXTERIOR STAIR TO BASEMENT MOUNTED TO TOP OF RETAINING WALL WITH EPOXY ANCHORS. PROVIDE NEW WALL MOUNTED HANDRAILS AT EXTERIOR STAIR. INSTALLED AT 34"-36" AFF WITH 12" EXTENSIONS AT EACH END.
- 839 REPAIR WATER DAMAGE AT AUDITORIUM WALL TILE WAINSCOT AND AT CORRIDOR WALL TILE LOCATIONS WHERE INDICATED. REMOVE/DAMAGED MORTAR/GROUT/TILE AND REPLACE WITH NEW COLOR MATCHED TILE AND GROUT (PROVIDE 55F AREA MOCKUP OF REPAIRS FOR APPROVAL BY ARCHITECT AND HISTORIC PRESERVATION CONSULTANT).
- 840 PROVIDE CRACK REPAIR, CLEAN AND SEAL ALL EXPOSED CONCRETE AND TERRAZZO FLOORS AT CORRIDORS, STAIRS AND BASEMENT.
- 841 PRESERVE AND REPAIR EXISTING POURED IN PLACE WALL BASE COVES AT EXTERIOR WALLS AND CORRIDOR WALL LOCATIONS. COORDINATE NEW FLOORING TRANSITIONS AND TERMINATIONS WITH FLOORING CONTRACTOR.
- 842 PROVIDE KEY CAMEKEY FOR ACTIVATED SECURITY ACCESS AT EXTERIOR ENTRANCES WHERE INDICATED. COORDINATE WITH ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION. COORDINATE ELECTRONIC ACCESS SYSTEM SELECTION WITH OWNER.
- 843 INSTALL NEW INSULATED ROOF ACCESS HATCH WITH SAFETY RAILING AND POST SYSTEM. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- 844 REMOVE EXISTING CEILING ACCESS PANEL TO ROOF HATCH AND MODIFY ACCESS PANEL OPENING SIZE AND ASSOCIATED FRAMING TO BE ENLARGED TO MATCH NEW ROOF ACCESS HATCH SIZE. COORDINATE WITH ACCESS HATCH MANUFACTURER. PROVIDE A INSTALL NEW LOCKABLE ACCESS PANEL ASSEMBLY AT NEW GYPSUM CEILING NEW FRAME/ TRIM TO BE PREPFINISH OR PAINT TO MATCH ADJACENT CEILING FINISH.

WORK SHOULD NOT BEGIN UNTIL THE PHASE III REPORT(S) HAVE BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

NOTES:
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MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED BY THE OWNER PROVIDED ENVIRONMENTAL REPORT.

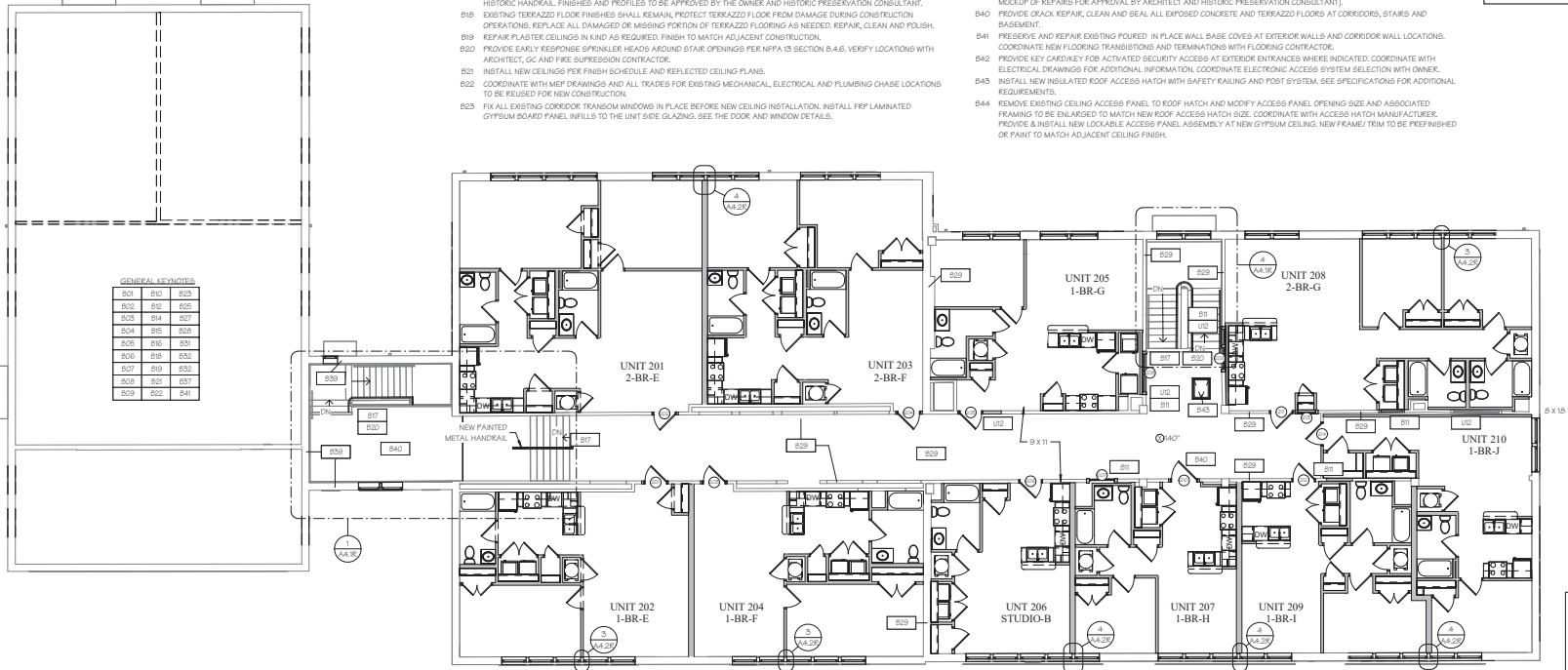
LEGEND

-  = EXISTING WINDOWS, WALLS, PLUMBING FIXTURES, KITCHEN MILLWORK, ETC.
-  = EXISTING DOORS
-  = WINDOWS, WALLS, PLUMBING FIXTURES, KITCHEN MILLWORK, ETC. TO BE REMOVED. SEE WINDOW SCHEDULE FOR EXTENT OF WINDOW DEMOLITION REQUIRED.
-  = DOORS TO BE REMOVED
-  = NEW CONCRETE
-  = NEW WINDOWS, PLUMBING FIXTURES, KITCHEN MILLWORK, ETC.
-  = NEW WALLS
-  = NEW DOORS

REFERENCE SHEET 510R FOR ALL KEYNOTES

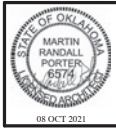
GENERAL KEYNOTES

801	816	825
802	817	826
803	818	827
804	819	828
805	820	829
806	821	830
807	822	831
808	823	832
809	824	833



SECOND FLOOR RENOVATED BUILDING PLAN

SCALE: 1/8" = 1'-0"



MARCUS GARVEY HARMONY APARTMENTS
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



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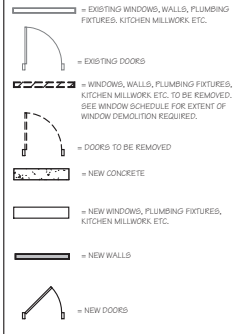
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UNIT REHABILITATION KEYNOTES

- U01 INSTALL NEW PARTITION WALLS AND FINISHES AS INDICATED.
- U02 EXISTING WINDOW SILLS & APPLIONS TO BE RESTORED TO MATCH ORIGINAL, WHERE NEW OR REPLACEMENT SILL AND APPLIONS ARE REQUIRED TRIM PROFILES SHALL MATCH ORIGINAL PROFILES. (OBTAIN APPROVAL FROM HISTORIC PRESERVATION CONSULTANT ON RESTORED AND NEW TRIMS).
- U03 WHERE PLASTER IS DAMAGED/MISSING OR IN NEED OF REPLACEMENT, REPAIR AND MATCH EXISTING THICKNESS & TEXTURE PEEL & PAINT. (COLOR TO BE APPROVED BY OWNER AND HISTORIC PRESERVATION CONSULTANT).
- U04 PROVIDE AND INSTALL NEW WALL OR BASE DOORSTOPPS AT ALL DOORS.
- U05 INSTALL NEW PRESSED FINE BASEBOARDS THROUGHOUT AT NEW WALLS AND SALVAGED AT EXISTING CONDITIONS AND WHERE OTHERWISE CAN BE REUSED, HEIGHT, PROFILE AND FINISH TO BE APPROVED BY OWNER AND HISTORIC PRESERVATION CONSULTANT; PREPARE SURFACES TO BE SMOOTH AND READY FOR PAINTED FINISH. PAINT COLOR/SHEN AS SELECTED BY OWNER AND HISTORIC PRESERVATION CONSULTANT (INCLUDE 6" PROFILE IN BASE BID).
- U06 PROVIDE AND INSTALL LIGHT TEXTURE AT ALL NEW WALLS AND CEILINGS.
- U07 PROVIDE PAINTING AT ALL INTERIOR WALLS, CEILINGS, DOORS (ALL 6 SIDES) & TRIM (LOW VOC) PAINT COLOR/SHEN AS SELECTED BY OWNER AND HISTORIC PRESERVATION CONSULTANT.
- U08 PROVIDE AND INSTALL NEW FLOOR FINISHES PER FINISH SCHEDULE.
- U09 PROVIDE AND INSTALL NEW STUD-CAVITY WOOD BLOCKING WHERE REQUIRED TO FIRMLY SECURE WALL MOUNTED ACCESSORIES WITH A STANDING ZOOOP OF APPLIED FORCE.
- U10 PROVIDE & INSTALL NEW MIRRORS, TOWEL BARS, SHOWER BARS, AND TOILET PAPER HOLDERS.
- U11 INSTALL NEW SLAB INFILL AT ABANDONED THROUGH FLOOR PENETRATIONS.
- U12 AT THE LOCATIONS IDENTIFIED FOR EXISTING INTERIOR CORRIDOR WINDOWS AND TRANSOMS TO REMAIN AND BE FIXED IN PLACE, PROVIDE AND INSTALL FRP LAMINATED GYPSUM BOARD PANEL INFILLS TO THE UNIT SIDE GLAZING. SEE DOOR AND WINDOW DETAILS.
- U13 PROVIDE AND INSTALL NEW APARTMENT NUMBER SIGNS IN CORRIDORS AT APARTMENT ENTRY DOORS. SUBMIT SIGNAGE SAMPLE TO OWNER & HISTORIC PRESERVATION CONSULTANT FOR REVIEW & APPROVAL.
- U14 PROVIDE & INSTALL CLOTHES WASHERS/DRYERS IN EACH UNIT.
- U15 PROVIDE AND INSTALL METAL FRAMED CEILING WITH A LIGHT TEXTURED DRYWALL FINISH (SEE REFLECTED CEILING PLANS FOR LOCATIONS), SPACE ABOVE NEW CEILING SHALL CONCEAL AND ACCOMMODATE ALL PLUMBING TRAPS AND EXHAUST FANS, DUCTWORK, AND FIRE SUPPRESSORS.
- U16 PROVIDE AND INSTALL NEW 20 MIN. RATED UNIT ENTRY DOORS AND FRAMES TO MATCH HISTORIC DOOR PROFILES, INSTALL NEW PEEP HOLE VIEWER, ACCESSIBLE THRESHOLD, LEVER LOCK SET, SELF-CLOSING HINGES AND SMOKE GASKETING. (SEE SHEET A17) NEW DOOR PROFILE TO BE REVIEWED AND APPROVED BY THE HISTORIC PRESERVATION CONSULTANT PRIOR TO PROCUREMENT.
- U17 PROVIDE 2" FAUX WOOD CORELESS MINI BLINDS.
- U18 COORDINATE WITH MEP DRAWINGS AND ALL ASSOCIATED TRADES FOR EXISTING MECHANICAL/PLUMBING CHASE LOCATIONS TO BE REUSED AND FOR NEW CONSTRUCTION.
- U19 PROVIDE & INSTALL NEW 2-PANEL MASONITE INTERIOR DOORS, SEE DOOR SCHEDULE (INCLUDE FRAME, HARDWARE AND STOP), DOORS AS APPROVED BY HISTORIC PRESERVATION CONSULTANT.
- U20 PROVIDE AND INSTALL NEW WIRE SHELVING THROUGHOUT.
- U21 PROVIDE DRYWALL INSTALLATION/COVER PLANE AND REPAIRS AS NEEDED, MATCH ADJACENT TEXTURE, INSTALL MOLD GUARD DRYWALL IN BATHROOMS, KITCHEN & LAUNDRY ROOMS.
- U22 REMOVE EXISTING FLOORING AND INSTALL NEW (WATERPROOF) VINYL PLANK FLOORING THROUGHOUT UNIT. WOOD GRAIN PATTERNS ARE NOT ACCEPTABLE AT GROUND FLOOR UNITS ONLY. SUBMIT SHOP DRAWINGS TO ARCHITECT FOR REVIEW.
- U23 PROVIDE AND INSTALL KITCHEN CABINETS (BASE, WALL, GRANITE COUNTERTOPS OR EQUAL WITH UNDERMOUNT SINK) BOX AROUND RANGE HOOD EXHAUST DUCT, FINISH TO MATCH CABINETS.
- U24 PROVIDE AND INSTALL BATH VANITIES (BASE, PLASTIC LAMINATE COUNTER TOP (OR EQUAL) W/ UNDER MOUNT SINK).
- U25 PROVIDE KEFROGEEKATOR (ENERGY STAR) (FROST FREE) ICE MAKER.
- U26 PROVIDE ALL ASSOCIATED TRADE WORK, AS REQUIRED, FOR A COMPLETE NEW DISHWASHER INSTALLATION.
- U27 PROVIDE NEW FREESTANDING REAR CONTROL ELECTRIC RANGE @ TYPICAL UNITS, PROVIDE NEW RANGE WITH FRONT CONTROLS @ THE (1) UFAS UNIT (ALL RANGES TO BE SELF-CLEANING AND INSTALLED WITH ANTI-TIP BRACKETS). INSTALL WALL SPLASH PROTECTORS AT RANGES (REAR WALL).
- U28 INSTALL MICROWAVES (RECIRCULATING STYLE MICROHOOD IN TYPICAL UNITS AND PROVIDE COUNTERTOP MICROWAVE IN (1) UFAS UNIT).

LEGEND



WORK SHOULD NOT BEGIN UNTIL THE PHASE (II) REPORT(S) HAS BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

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MARCUS GARVEY HARMONY APARTMENTS
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Wallace
 ARCHITECTS, L.L.C.
 Columbia, MO
 P. 573-256-7200

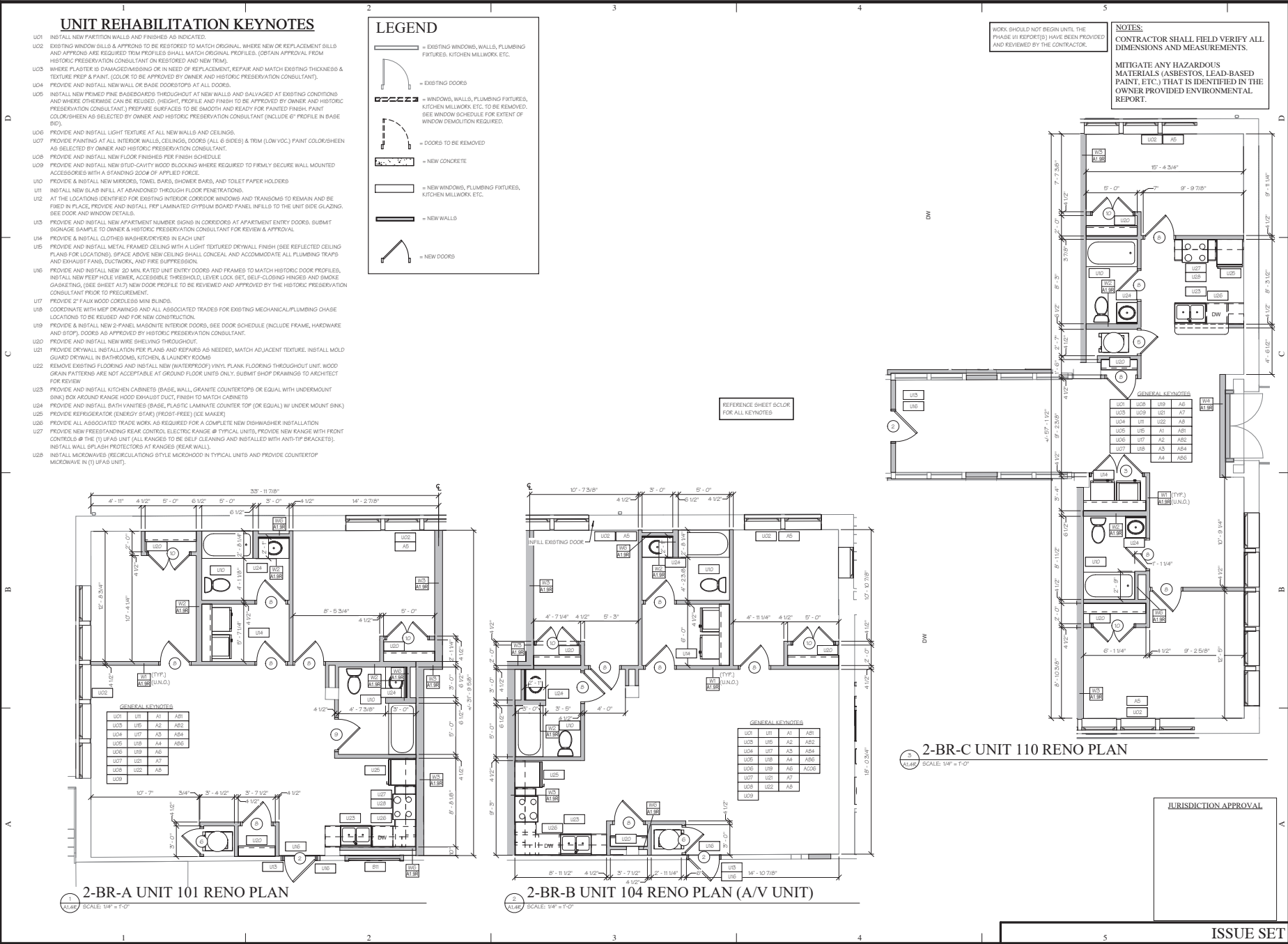
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FOR RECORD ONLY



2-BR-A UNIT 101 RENO PLAN

SCALE: 1/4" = 1'-0"

2-BR-B UNIT 104 RENO PLAN (A/V UNIT)

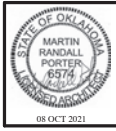
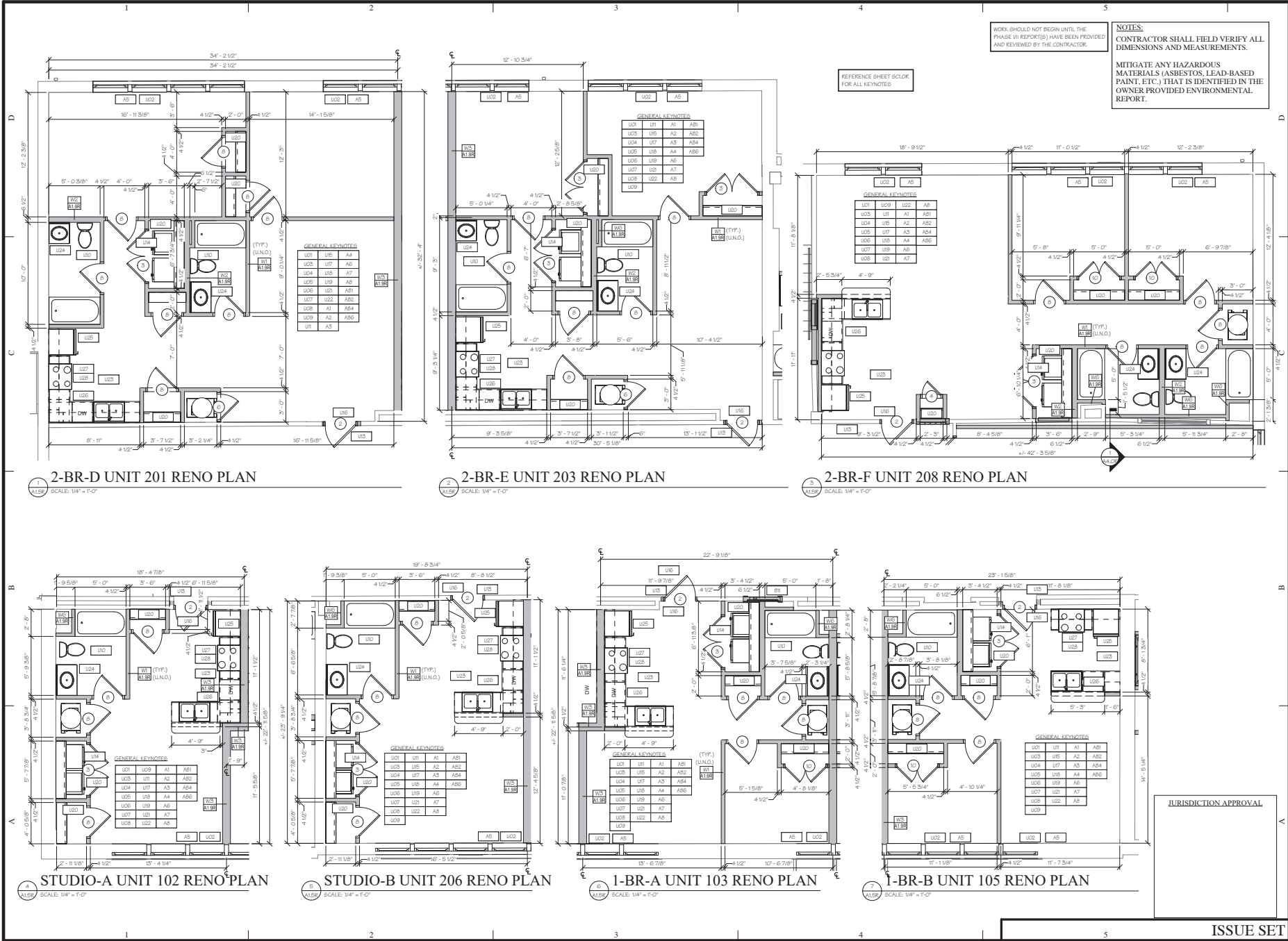
SCALE: 1/4" = 1'-0"

2-BR-C UNIT 110 RENO PLAN

SCALE: 1/4" = 1'-0"

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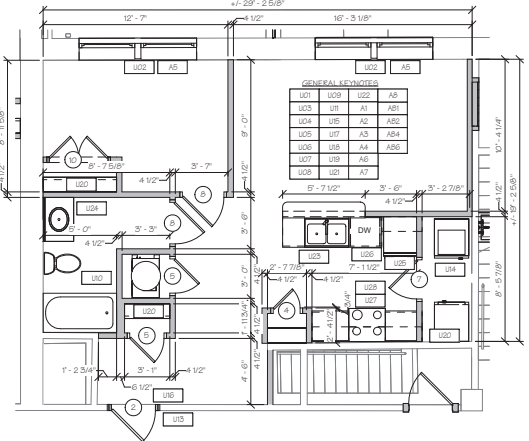
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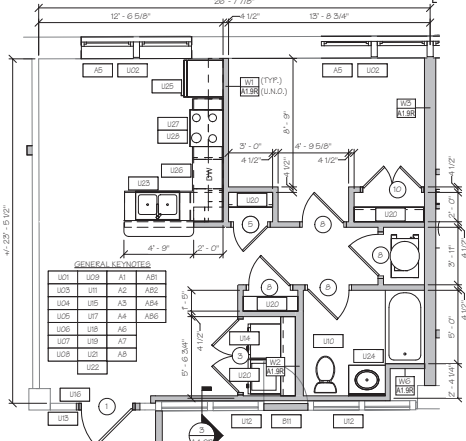
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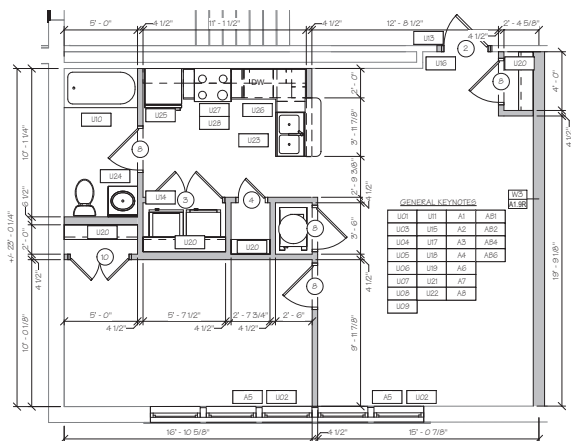
REFERENCE SHEET S.O.I.R. FOR ALL KEYNOTES



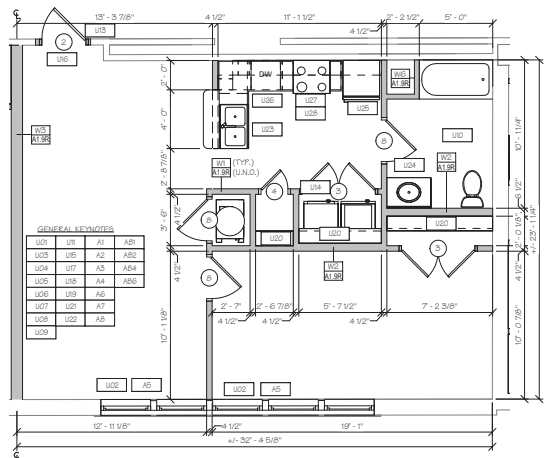
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SCALE: 1/4" = 1'-0"



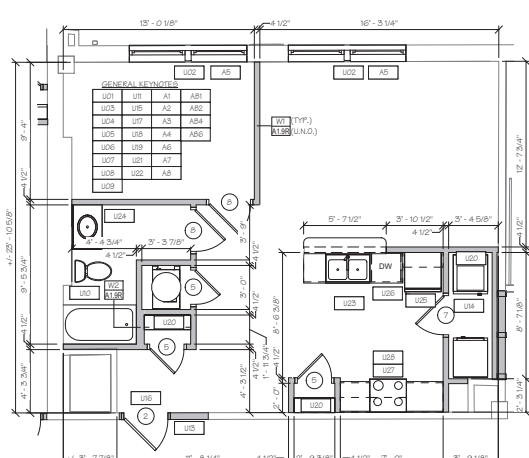
1-BR-D UNITS 108 & 109 RENO PLAN
SCALE: 1/4" = 1'-0"



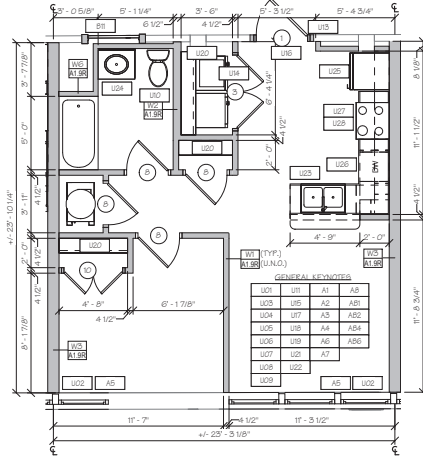
1-BR-E UNIT 202 RENO PLAN
SCALE: 1/4" = 1'-0"



1-BR-F UNIT 204 RENO PLAN
SCALE: 1/4" = 1'-0"



1-BR-G UNIT 205 RENO PLAN
SCALE: 1/4" = 1'-0"



1-BR-H UNIT 207 RENO PLAN
SCALE: 1/4" = 1'-0"

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- U04 PROVIDE AND INSTALL NEW WALL OR BASE DOORSTOP AT ALL DOORS.
- U05 INSTALL NEW FINISH LINE BASEBORDERS THROUGHOUT AT NEW WALLS AND SALVAGED AT EXISTING CONDITIONS AND WHERE OTHERWISE CAN BE REUSED. (HEIGHT, PROFILE AND FINISH TO BE APPROVED BY OWNER AND HISTORIC PRESERVATION CONSULTANT.) PREPARE SURFACES TO BE SMOOTH AND READY FOR PAINTED FINISH. PAINT COLOR/SHEEN AS SELECTED BY OWNER AND HISTORIC PRESERVATION CONSULTANT. (INCLUDE 6" PROFILE IN BASE B0).
- U06 PROVIDE AND INSTALL LIGHT TEXTURE AT ALL NEW WALLS AND CEILINGS.
- U07 PROVIDE PAINTING AT ALL INTERIOR WALLS, CEILINGS, DOORS (ALL 6 SIDES) & TRIM (LOW VOC) PAINT COLOR/SHEEN AS SELECTED BY OWNER AND HISTORIC PRESERVATION CONSULTANT.
- U08 PROVIDE AND INSTALL NEW FLOOR FINISHES PER FINISH SCHEDULE.
- U09 PROVIDE AND INSTALL NEW STUD-CAVITY WOOD BLOCKING WHERE REQUIRED TO FIRMLY SECURE WALL MOUNTED ACCESSORIES WITH A STANDING 200# OF APPLIED FORCE.
- U10 PROVIDE AND INSTALL NEW MIRRORS, TOWEL BARS, SHOWER BARS, AND TOILET PAPER HOLDERS.
- U11 INSTALL NEW SLAB INFILL AT ABANDONED THROUGH FLOOR PENETRATIONS.
- U12 AT THE LOCATIONS IDENTIFIED FOR EXISTING INTERIOR CORRIDOR WINDOWS AND TRANSOMS TO REMAIN AND BE REPIED IN PLACE, PROVIDE AND INSTALL ALL FRP LAMINATED GYPSUM BOARD PANEL INFILLS TO THE UNIT SIDE GLAZING. SEE DOOR AND WINDOW DETAILS.
- U13 PROVIDE AND INSTALL NEW APARTMENT NUMBER SIGNS IN CORRIDORS AT APARTMENT ENTRY DOORS. SUBMIT SIGNAGE SAMPLE TO OWNER, A HISTORIC PRESERVATION CONSULTANT FOR REVIEW & APPROVAL.
- U14 PROVIDE AND INSTALL CLOTHES WASHER CRYTES IN EACH UNIT.
- U15 PROVIDE AND INSTALL METAL FRAMED CEILING WITH A LIGHT TEXTURED DRYWALL FINISH (SEE REFLECTED CEILING PLANS FOR LOCATIONS). SPACE ABOVE NEW CEILING SHALL CONCEAL AND ACCOMMODATE ALL PLUMBING TRAPS AND EXHAUST FANS, DUCTWORK, AND FIRE SUPPRESSION.
- U16 PROVIDE AND INSTALL NEW 20 MIN. RATED UNIT ENTRY DOORS AND FRAMES TO MATCH HISTORIC DOOR PROFILES. INSTALL NEW PEEP HOLE VIEWER, ACCESSIBLE THRESHOLD, LEVER LOCK, SET, SELF-CLOSING HINGES AND SMOKE GASMETING. (SEE SHEET A17) NEW DOOR PROFILE TO BE REVIEWED AND APPROVED BY THE HISTORIC PRESERVATION CONSULTANT PRIOR TO PROCUREMENT.
- U17 PROVIDE 2" FAUX WOOD CORDELESS MINI BLINDS.
- U18 COORDINATE WITH MEP DRAWINGS AND ALL ASSOCIATED TRADES FOR EXISTING MECHANICAL/PLUMBING CHASE LOCATIONS TO BE REUSED AND FOR NEW LOCATIONS TO BE PROVIDED.
- U19 PROVIDE AND INSTALL NEW 2-PANEL MASONITE INTERIOR DOORS, SEE DOOR SCHEDULE (INCLUDE FRAME, HARDWARE AND STOP), DOORS AS APPROVED BY HISTORIC PRESERVATION CONSULTANT.
- U20 PROVIDE AND INSTALL NEW WIRE SHELVING THROUGHOUT.
- U21 PROVIDE DRYWALL INSTALLATION PER PLANS AND REPAIRS AS NEEDED, MATCH ADJACENT TEXTURE, INSTALL MOLD GUARD DRYWALL IN BATHROOMS, KITCHEN, & LAUNDRY ROOMS.
- U22 REMOVE EXISTING FLOORING AND INSTALL NEW WATERPROOF VINYL PLANK FLOORING THROUGHOUT UNIT. WOOD GRAIN PATTERNS ARE NOT ACCEPTABLE AT GROUND FLOOR UNITS ONLY. SUBMIT SHOP DRAWINGS TO ARCHITECT FOR REVIEW.
- U23 PROVIDE AND INSTALL KITCHEN CABINETS (BASE, WALL, GRANITE COUNTERTOPS OR EQUAL WITH UNDERMOUNT SINK) BOX AROUND RANGE HOOD EXHAUST DUCT, FINISH TO MATCH CABINETS.
- U24 PROVIDE AND INSTALL BATH VANITIES (BASE, PLASTIC LAMINATE COUNTER TOP OR EQUAL) W/ UNDER MOUNT SINK.
- U25 PROVIDE REFRIGERATOR (ENERGY STAR) (FROST-FREE) (ICE MAKER).
- U26 PROVIDE ALL ASSOCIATED TRADE WORK AS REQUIRED FOR A COMPLETE NEW DISHWASHER INSTALLATION.
- U27 PROVIDE NEW FREESTANDING REAR CONTROL, ELECTRIC RANGE @ TYPICAL UNITS, PROVIDE NEW RANGE WITH FRONT CONTROL @ THE (1) UFAS UNIT. ALL RANGES TO BE SELF-CLEANING AND INSTALLED WITH AXIS-TOP BRACKETS). INSTALL WALL SPLASH PROTECTORS AT RANGES (PEAR WALL).
- U28 INSTALL MICROWAVES (RECIRCULATING STYLE MICROHOOD IN TYPICAL UNITS AND PROVIDE COUNTERTOP MICROWAVE IN (1) UFAS UNIT).

ATTACHMENT NO.14 GENERAL NOTES

- A1 PROVIDE SHOWER HEADS WITH A MAXIMUM OF 2.5 GALLONS PER MINUTE FLOW RATE.
- A2 PROVIDE AND INSTALL ENERGY STAR QUALIFIED APPLIANCES.
- A3 PROVIDE AND INSTALL ENERGY STAR QUALIFIED HVAC EQUIPMENT.
- A4 PROVIDE AND INSTALL LED LIGHTING THROUGHOUT THE ENTIRE DEVELOPMENT (UNITS, COMMON AREAS, PARKING LOTS, ETC).
- A5 PROVIDE AND INSTALL ENERGY STAR QUALIFIED WINDOWS WITH LOW E GLASS.
- A6 USE ONLY LOW VOC PAINT THROUGHOUT THE DEVELOPMENT (COLORS BY OWNER AND HISTORIC PRESERVATION CONSULTANT).
- A7 PROVIDE AND INSTALL PROGRAMMABLE THERMOSTATS THROUGHOUT DEVELOPMENT.
- A8 PROVIDE AND INSTALL MOLD GUARD DRYWALL IN THE BATHROOMS, KITCHEN, AND LAUNDRY ROOMS.

ATTACHMENT NO.12 GENERAL NOTES

- AB1 PROVIDE AND INSTALL CEILING FANLIGHT KITS IN EACH BEDROOM AND EACH LIVING ROOM.
- AB2 INSTALL A SMOKE DETECTOR IN EACH BEDROOM AND EACH LIVING ROOM.
- AB3 PROVIDE (5) 1000Y PREMANUFACTURED ICCUBS A 500 OR FEMA STORM SHELTERS EQUIPPED WITH SELF-CONTAINED PORTABLE CHEMICAL TOILETS AND SANITATION STATIONS, WITH BATTERY POWERED LIGHTING.
- AB4 PROVIDE AND INSTALL A NEW DISHWASHER IN EACH UNIT (MANUFACTURE AND COLOR PER OWNER).
- AB5 PROVIDE AND INSTALL NEW FITNESS CENTER (OWNER TO PROVIDE A MINIMUM OF TWO PIECES OF EQUIPMENT).
- AB6 PROVIDE WASHER AND DRYER HOOKUPS AND NEW WASHERS & DRYERS AS INDICATED.

ACCESSIBILITY KEYNOTES

- AC01 PROVIDE AND INSTALL NEW WALL CAVITY WOOD BLOCKING WHERE REQUIRED TO FIRMLY SECURE WALL MOUNTED GRAB BARS AT TOILET AND SHOWER.
- AC02 INSTALL GRAB BARS AT TOILET AND SHOWER.
- AC03 PROVIDE AND INSTALL TRAP WRAP FOR ALL EXPOSED UNDERCOUNTER WATER AND WASTE LINES.
- AC04 PROVIDE GENERAL DEMO/CONSTRUCTION FOR REQUIRED ACCESSIBLE CLEARANCES.
- AC05 INSTALL NEW ACCESSIBLE ROLL-IN SHOWER, SHOWER HEAD WITH ON/OFF PUSH BUTTON CONTROL, 60" FLEX HOSE WITH 6" SLIDE BAR, BOTTOM OF SLIDE BAR SHALL BE MOUNTED 48" MAX. A.F.F.
- AC06 INSTALL INTERCONNECTED HARDWIRED SMOKE/STROBE DETECTORS W/ SEALED BATTERY BACK-UP @ (1) UFAS UNIT & (1) AV UNIT.
- AC07 INSTALL NEW RANGE HOOD W/ SEPARATE REMOTE SWITCHES FOR HOOD FANLIGHT.
- AC08 INSTALL SEPARATE SPEED CONTROL SWITCH FOR LIVING ROOM AND BEDROOM CEILING FANS IN (1) UFAS UNIT.
- AC09 PROVIDE AND INSTALL NEW ELECTRICAL SUB PANEL SO THAT THE TOP SWITCH IS BELOW 48" A.F.F.
- AC10 PROVIDE AND INSTALL KITCHEN CABINETS WITH UFAS COMPLIANT CABINETRY. SEE DETAILS (BASE, WALL, GRANITE COUNTER).
- AC11 PROVIDE AND INSTALL NEW PLASTIC LAMINATE APRON AND ACCESSIBLE SINK W/ PIPE WRAP, SHUT OFFS AND LEVER FAUCET.
- AC12 PROVIDE AND INSTALL UFAS/ADA COMPLIANT THRESHOLDS WITH MAXIMUM 1:2 SLOPE AND MAX HEIGHT OF 1/2"

WORK SHOULD NOT BEGIN UNTIL THE PHASE III REPORT(S) HAVE BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

NOTES:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS.

MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED IN THE OWNER PROVIDED ENVIRONMENTAL REPORT.



MARCUS GARVEY HARMONY APARTMENTS
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



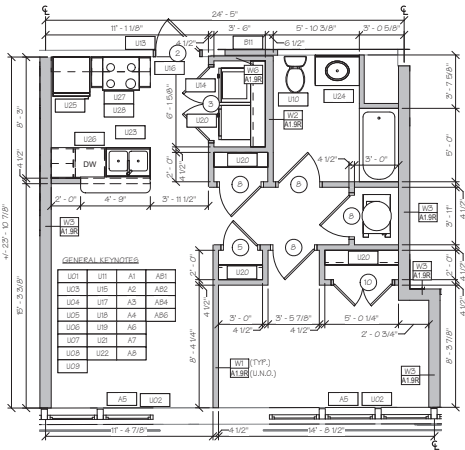
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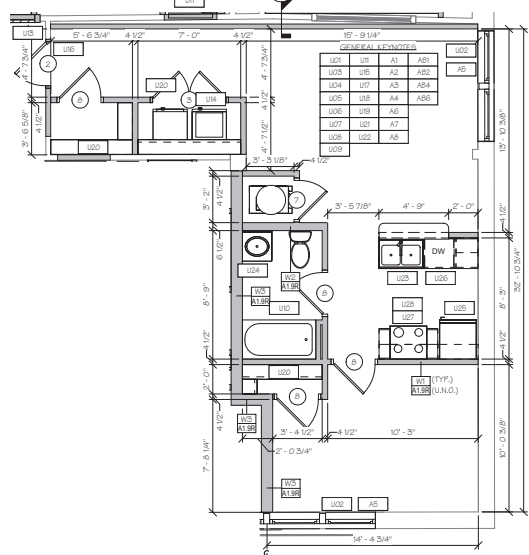


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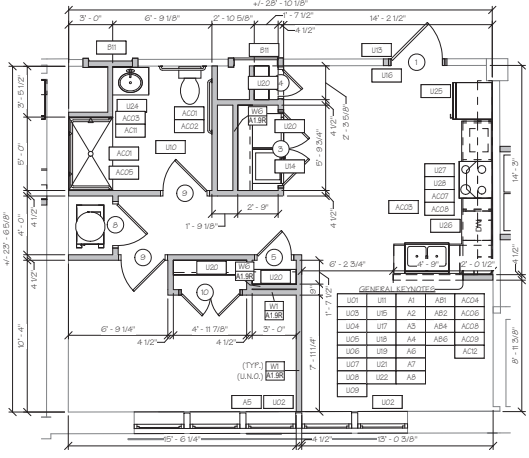
NOT FOR CONSTRUCTION



1-BR-I UNIT 209 RENO PLAN
SCALE: 1/4" = 1'-0"



1-BR-J UNIT 210 RENO PLAN
SCALE: 1/4" = 1'-0"



ACC. 1-BR UNIT 107 RENO PLAN
SCALE: 1/4" = 1'-0"

REFERENCE SHEET S-0.0R FOR ALL KEYNOTES

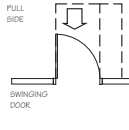
JURISDICTION APPROVAL

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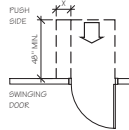
MANEUVERING CLEARANCES AT DOORS

PER UFAS

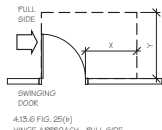
NOTE: WHERE ANY OBSTRUCTION WITHIN 18 INCHES OF THE LATCH SIDE OF A DOORWAY PROJECTS MORE THAN 8 INCHES BEYOND THE FACE OF THE DOOR, MEASURED PERPENDICULAR TO THE FACE OF THE DOOR, MANEUVERING CLEARANCES FOR A FORWARD APPROACH SHALL BE PROVIDED.



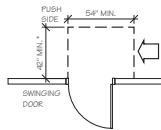
4.13.6 FIG. 25(a)
FRONT APPROACH - PULL SIDE



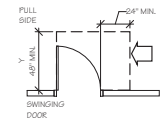
4.13.6 FIG. 25(a)
FRONT APPROACH - PUSH SIDE
NOTE: X = 12" MIN IF DOOR HAS BOTH A CLOSER AND LATCH



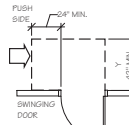
4.13.6 FIG. 25(b)
HINGE APPROACH - PULL SIDE
X = 36" MIN AND Y = 60" MIN



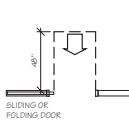
4.13.6 FIG. 25(b)
HINGE APPROACH - PUSH SIDE
* 48" MIN IF BOTH CLOSER AND LATCH PROVIDED.



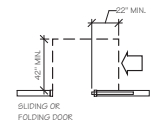
4.13.6 FIG. 25(c)
LATCH APPROACH - PULL SIDE
NOTE: Y = 54" MIN IF DOOR HAS A CLOSER.



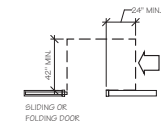
4.13.6 FIG. 25(c)
LATCH APPROACH - PUSH SIDE
NOTE: Y = 48" MIN IF DOOR HAS A CLOSER.



4.13.6 FIG. 25(d)
FRONT APPROACH

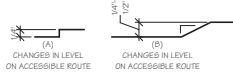


4.13.6 FIG. 25(e)
POCKET OR HINGE (SLIDE SIDE) APPROACH



4.13.6 FIG. 25(f)
STOP OR LATCH APPROACH

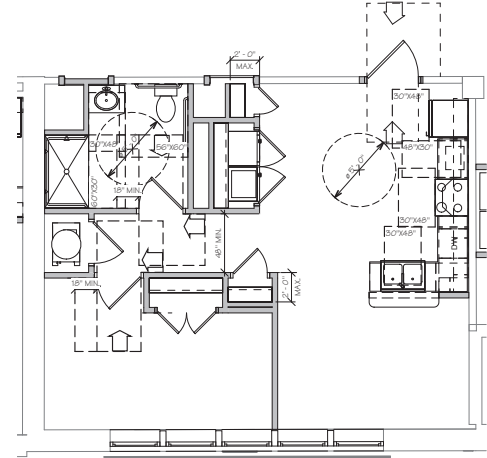
CHANGES IN LEVEL ON AN ACCESSIBLE ROUTE



NOTE: STAIRS SHALL NOT BE PART OF AN ACCESSIBLE ROUTE.

WORK SHOULD NOT BEGIN UNTIL THE PHASE (S) REPORT(S) HAVE BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

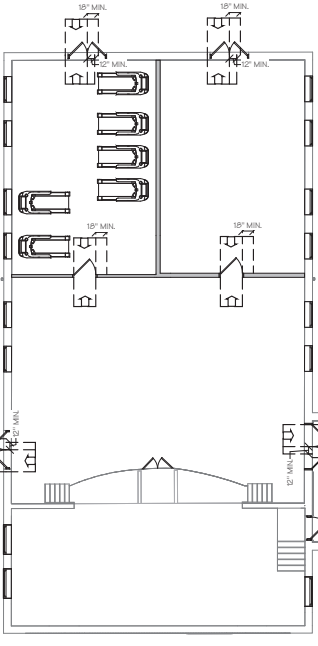
NOTES:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS.
MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED BY THE OWNER PROVIDED ENVIRONMENTAL REPORT.



ACC. 1-BR UNIT 107 MANEUVERING CLEARANCE PLAN

SCALE: 1/4" = 1'-0"

REFERENCE SHEET SC10R FOR ALL KEYNOTES



FIRST FLOOR MANEUVERING CLEARANCE PLAN

SCALE: 1/8" = 1'-0"

JURISDICTION APPROVAL

MARCUS GARVEY HARMONY APARTMENTS
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

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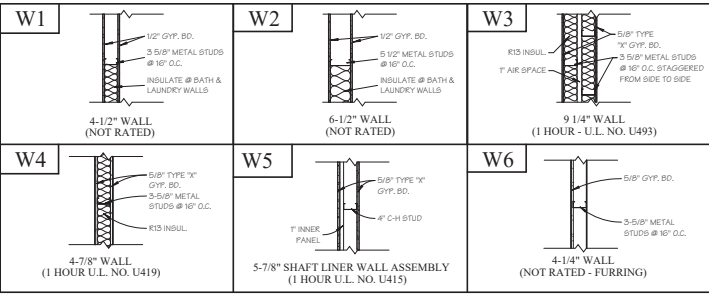
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WORK SHOULD NOT BEGIN UNTIL THE PHASE (S) REPORT(S) HAS BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

NOTES:
 CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS.
 MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED IN THE OWNER PROVIDED ENVIRONMENTAL REPORT.

WALL TYPES



COMMON AREA DOOR SCHEDULE

ALL DOORS/FRAMES/HARDWARE SHALL BE REVIEWED & APPROVED BY OWNER/HISTORIC PRESERVATION CONSULTANT. SUPPLIER/CONTRACTOR TO VERIFY ALL DOOR SIZES PRIOR TO PROCUREMENT.

MARK	SIZE	ELEV.	PANEL MATL.	DESCRIPTION
B1	3'-0" x 6'-8" x 1 3/8"	F	INSULATED STEEL	EXTERIOR, (2) PANEL W/ CLOSER & WEATHER STRIPPING
B2	3'-0" x 6'-8" x 1 3/8"	B	HOLLOW STEEL	INTERIOR, FLUSH PANEL
101	F.R. 2'-2" x 6'-8" x 1 3/8"	I	WD	INTERIOR, 2-PANEL - STAGE STORAGE
102	3'-0" x 6'-8" x 1 3/8"	C	WD	INTERIOR, 2-PANEL, W/ CLOSER
103	F.R. 3'-0" x 6'-8" x 1 3/8"	D	WD	INTERIOR, 2-PANEL, W/ CLOSER
104	3'-0" x 6'-8" x 1 3/8"	F	INSULATED STEEL	EXTERIOR, 9 LITE W/ ACCESSIBLE THRESHOLD, PANIC HARDWARE, CLOSER & WEATHERSTRIPPING
106	F.R. 3'-2" x 6'-8" x 1 3/8"	H	INSULATED ALUMINUM	EXTERIOR, 9 LITE W/ ACCESSIBLE THRESHOLD, PANIC HARDWARE, CLOSER, WEATHERSTRIPPING
107	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
107	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
108	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
109	F.R. 2'-6" x 6'-8" x 1 3/8"	D	WD	FIXED IN PLACE NO OPERATING HARDWARE
110	3'-0" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
111	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
112	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
113	3'-0" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
114	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
115	3'-0" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
116	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
117	3'-0" x 6'-8" x 1 3/8"	C	INSULATED STEEL	INTERIOR 2-PANEL, ACCESSIBLE HARDWARE/THRESHOLD, SELF-CLOSING, WEATHERSTRIPPING, SELF-LOCKING
118	2'-6" x 6'-8" x 1 3/8"	C	WD	INTERIOR 2-PANEL
119	3'-0" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
120	F.R. 3'-0" x 6'-8" x 1 3/8"	H	INSULATED STEEL	EXTERIOR 2-PANEL, 9-LITE, ACCESSIBLE HARDWARE/THRESHOLD, PANIC HARDWARE, CLOSERS, WEATHERSTRIPPING
121	3'-0" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
122	F.R. 3'-0" x 6'-8" x 1 3/8"	H	INSULATED STEEL	EXTERIOR 2-PANEL, 9-LITE, ACCESSIBLE HARDWARE/THRESHOLD, PANIC HARDWARE, CLOSERS, WEATHERSTRIPPING
123	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
124	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
125	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
126	F.R. 3'-0" x 6'-8" x 1 3/8"	J	INSULATED ALUMINUM	FIXED IN PLACE NO OPERATING HARDWARE, 12 LITE
127	3'-0" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
128	F.R. 1'-6" x 6'-8" x 1 3/8"	K	INSULATED STEEL	ALARMED EXTERIOR 2-PANEL, SELF-CLOSING, SELF-LOCKING, WEATHERSTRIPPING
129	F.R. 1'-6" x 6'-8" x 1 3/8"	K	INSULATED STEEL	ALARMED EXTERIOR 2-PANEL, SELF-CLOSING, SELF-LOCKING, WEATHERSTRIPPING
130	F.R. 1'-6" x 6'-8" x 1 3/8"	G	INSULATED ALUMINUM	ALARMED EXTERIOR SINGLE PANEL, ACCESSIBLE HARDWARE/THRESHOLD, PANIC HARDWARE, CLOSER, SELF-LOCKING, WEATHERSTRIPPING
151	3'-0" x 6'-8" x 1 3/8"	E	WD	INTERIOR 9-LITE, ACCESSIBLE HARDWARE, CLOSER
152	3'-0" x 6'-8" x 1 3/8"	C	WD	20-MIN. RATED INTERIOR 2-PANEL, ACCESSIBLE HARDWARE/THRESHOLD, SELF-LOCKING, CLOSER, SMOKE GASKETING
201	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
202	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
203	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
204	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
205	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
206	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
207	3'-0" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
208	F.R. 2'-6" x 6'-8" x 1 3/8"	D	WD	FIXED IN PLACE NO OPERATING HARDWARE
209	3'-0" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
210	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
211	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
212	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING
213	2'-6" x 6'-8" x 1 3/8"	C	WD	FIXED IN PLACE NO OPERATING HARDWARE
214	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/ THRESHOLD & SMOKE GASKETING

DOOR NOTES

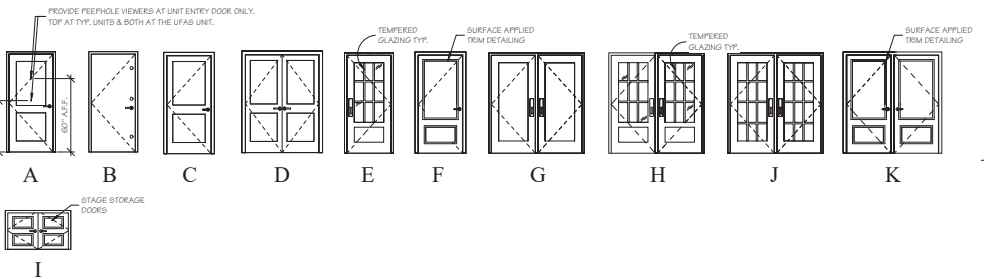
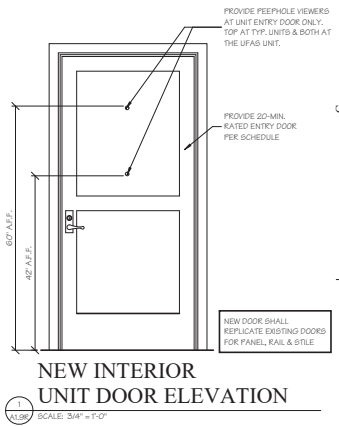
- ALL DOORS TO HAVE LEVER HANDLES.
- ENTRY DOORS SHALL COMPLY WITH ANS I BZ 2 ACCESSIBILITY REQUIREMENTS.
- PROVIDE THRESHOLD AT ALL ENTRY DOORS WHICH ARE 12" HIGH MAX. 12 SLOPE.

UNIT DOOR SCHEDULE

ALL DOORS/FRAMES/HARDWARE SHALL BE REVIEWED & APPROVED BY OWNER/HISTORIC PRESERVATION CONSULTANT. SUPPLIER/CONTRACTOR TO VERIFY ALL DOOR SIZES PRIOR TO PROCUREMENT.

AT ALL UNIT ENTRY DOORS COORDINATE INSTALLATION OF KING VIDEO DOOR BELL SYSTEM.

TYPE MARK	SIZE	ELEV.	PANEL MATL.	DESCRIPTION
1	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/THRESHOLD & SMOKE GASKETING
2	3'-0" x 6'-8" x 1 3/8"	A	WD	20-MIN. RATED INTERIOR SELF CLOSING 2-PANEL W/ ACCESSIBLE HARDWARE/THRESHOLD & SMOKE GASKETING
3	F.R. 2'-6" x 6'-8" x 1 3/8"	D	WD	INTERIOR 2-PANEL
4	1'-10" x 6'-8" x 1 3/8"	C	WD	INTERIOR 2-PANEL
5	2'-4" x 6'-8" x 1 3/8"	C	WD	INTERIOR 2-PANEL
6	2'-6" x 6'-8" x 1 3/8"	C	WD	INTERIOR 2-PANEL
7	2'-8" x 6'-8" x 1 3/8"	C	WD	INTERIOR 2-PANEL
8	2'-10" x 6'-8" x 1 3/8"	C	WD	INTERIOR 2-PANEL
9	3'-0" x 6'-8" x 1 3/8"	C	WD	INTERIOR 2-PANEL
10	F.R. 2'-0" x 6'-8" x 1 3/8"	D	WD	INTERIOR 2-PANEL



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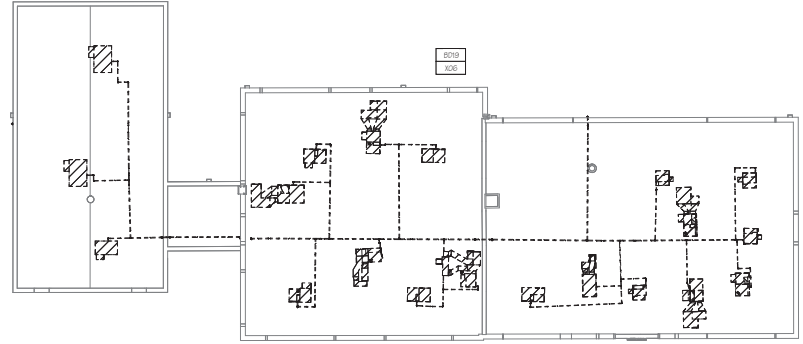
WORK SHOULD NOT BEGIN UNTIL THE PHASE (II) REPORT(S) HAVE BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

NOTES:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS.

MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED IN THE OWNER PROVIDED ENVIRONMENTAL REPORT.

GENERAL NOTES:
COORDINATE ROOFING REMOVAL AND REPLACEMENT WITH MEP FOR RTUS, VENT AND OTHER PENETRATIONS REMAINING, NEW OR INFILLED.

REFERENCE SHEET SCL0K FOR ALL KEYNOTES

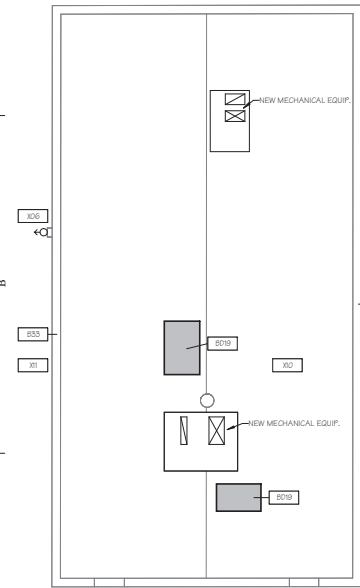


1
A2.0R
SCALE: 1/8" = 1'-0"

ROOF DEMO PLAN

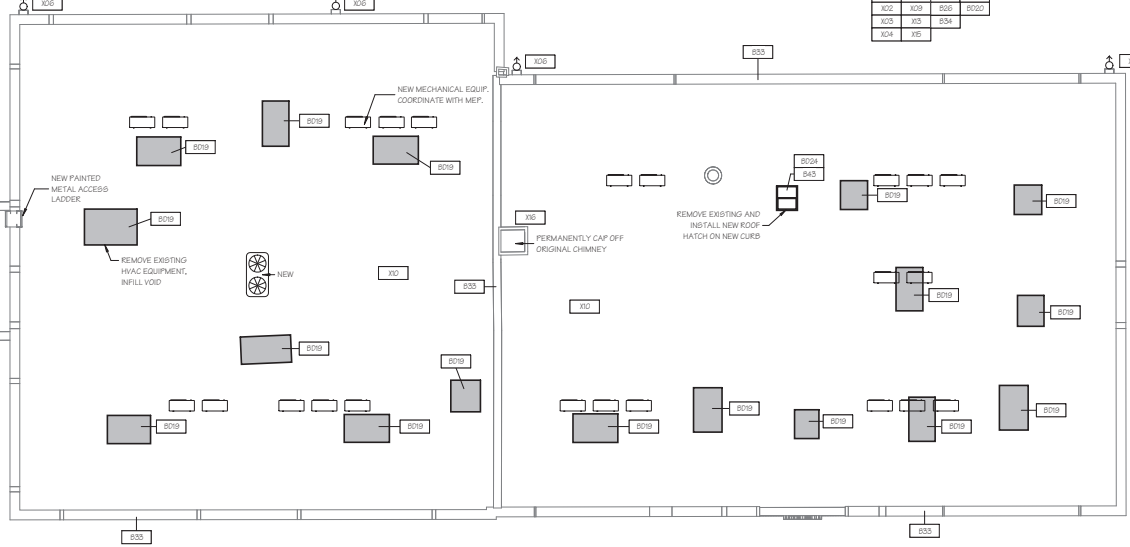
GENERAL KEYNOTES

K01	K07	K22	K09	K06	K020
K02	K09	K03	K03	K04	K05



2
A2.0R
SCALE: 1/8" = 1'-0"

ROOF RENOVATION PLAN



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EXTERIOR BUILDING REHABILITATION KEYNOTES

- K01 CLEAN EXISTING EXTERIOR MASONRY AT ALL ELEVATIONS, INCLUDING BUT NOT LIMITED TO VISIBLE EXTERIOR BRICKWORK AND STONEMWORK, IN A MANNER CONSISTENT WITH NATIONAL PARK SERVICE VISIBILITY PRESERVATION DIRECTIVES. DO NOT DAMAGE OR ALTER THE PHYSICAL CHARACTERISTICS OF THE MASONRY SURFACES. WATER PRESSURE SHALL BE AS LOW AS FEASIBLE AND SHALL NOT EXCEED 350 PSI. PROVIDE MINIMUM 9 SF MOCK-UP PANEL OF CLEANED AREA FOR INSPECTION AND APPROVAL BY HISTORIC PRESERVATION SPECIALIST. PROVIDE AS MANY MOCK-UP PANELS AS NEEDED TO DEMONSTRATE VARIOUS CLEANING MATERIALS AND PRESSURES CONSIDERED AND TO OBTAIN APPROVAL BEFORE PROCEEDING WITH OVERALL CLEANING OPERATIONS. SUBMIT PROPOSED CLEANING MATERIALS AND DESCRIPTION OF PROCEDURE FOR REVIEW AND APPROVAL. (SHALL BE PERFORMED AFTER TUCKPOINTING IS COMPLETED.)
- K02 REMOVE EXISTING ABANDONED FASTENERS AND PENETRATIONS, SUCH AS METAL WALL ANCHORS AND SIMILAR FASTENERS, PATCH HOLES WITH TYPE N MORTAR TO MATCH EXISTING.
- K03 CLEAN, REPAIR/REPLACE DAMAGED MASONRY UNITS, AND RE-POINT EXISTING BRICK AND STONE WORK (ESTIMATED AT 100 BRICK AND MORTAR REPLACEMENTS AND 20 SEPARATE FULL LENGTH HORIZONTAL MORTAR JOINT RE-POINTING AVERAGE PER ELEVATION FOR EACH BID UNLESS NOTED OTHERWISE). RE-POINTING MORTAR SHALL BE TYPE "N" AND MATCH THE COLOR, TEXTURE, JOINT WIDTH, AND JOINT PROFILE OF THE EXISTING HISTORIC MASONRY. WORK SHALL BE PERFORMED IN A MANNER CONSISTENT WITH PRESERVATION BRIEFS (AS PUBLISHED BY THE NATIONAL PARK SERVICE) FOR MASONRY CLEANING, REPAIR/REPLACEMENT AND RE-POINTING. PROVIDE SEPARATE SAMPLE PANELS DEMONSTRATING MASONRY CLEANING, BRICK AND STONE REPAIR/REPLACEMENT, AND RE-POINTING FOR INSPECTION AND APPROVAL BY HISTORIC PRESERVATION CONSULTANT. ADDITIONAL SAMPLE PANELS SHALL BE PREPARED AS NEEDED TO ACHIEVE APPROVAL. MASONRY CONTRACTOR TO VERIFY QUANTITIES PRIOR TO SUBMITTING BID.
- K04 PREPARE ABANDONED WALL PENETRATIONS TO BE FILLED WITH COLOR MATCHING MORTAR AND/OR REPLACE MASONRY UNITS AS REQUIRED FOR A FLUSH AND WEATHER TIGHT BUILDING ENVELOPE. BRICK AND MORTAR MOCK-UPS SHALL BE PROVIDED AND AS APPROVED BY THE ARCHITECT AND HISTORIC PRESERVATION CONSULTANT.
- K05 EXISTING WALL LOUVERES, FRAMES, AND SILLS ARE TO REMAIN IN PLACE AND TO BE REFINISHED (COLOR AS SELECTED BY ARCHITECT). PREPARE OPENING FROM INTERIOR SIDE TO BE INFILL FRAMED AS FOLLOWS FROM INTERIOR FACE OF WALL TO EXTERIOR SIDE: GYPSUM WALL BOARD, VAPOR BARRIER OVER INSULATED METAL 6" STUDS (R-10 INSULATION), TRIP EXTERIOR TREATED SHEATHING, AND BUILDING WRAP OVER EXTERIOR FACE OF SHEATHING. SEAL ALL SIDES OF OPENING AND CREATE A WEATHER TIGHT ENCLOSURE.
- K06 REMOVE EXISTING OVERFLOW SCUPPER AND DOWNSPOUT SYSTEM. REPLACE LIKE IN KIND WITH NEW COPPER OVERFLOW SCUPPER AND DOWNSPOUT SYSTEM. COORDINATE SCUPPER/PARAPET DETAILS AND OVERFLOW COLLECTOR HEAD DETAIL WITH ROOFING MANUFACTURERS' INSTALLATION INSTRUCTIONS. COORDINATE WITH ROOFING CONTRACTOR.
- K07 REMOVE EXISTING CAULK AND PROVIDE AND INSTALL NEW CAULK AROUND NEW AND EXISTING EXTERIOR WALL PENETRATIONS THAT ARE TO REMAIN. INFILL ABANDONED VIDS W/ MATERIALS THAT MATCH ADJACENT FINISHES AT PENETRATIONS TO BE REMOVED; COORDINATE WITH MEP.
- K08 RESTORE AND MAINTAIN EXISTING BUILDING IDENTIFICATION SIGNAGE ABOVE EACH LOBBY ENTRANCE, PER NATIONAL PARKS BRIEFS.
- K09 PROVIDE SEPARATE UNIT COST FOR BRICK REPLACEMENT, TUCK POINTING AND CAST STONE RESTORATION/REPLACEMENT. UNIT COST SHALL INCLUDE NEW MORTAR ON ALL FOUR SIDES OF THE BRICK OR STONE UNIT. UNIT COST WILL BE USED TO ADD AND DEDUCT BRICK AND STONE REPLACEMENT WORK ABOVE OR BELOW THE BASE BID SCOPE OF WORK.
- K10 REMOVE EXISTING ROOFING MEMBRANE AND BALLAST AND PROVIDE AND INSTALL NEW 60MIL TPO ROOFING MEMBRANE SYSTEM. ROOFING CONTRACTOR SHALL COORDINATE WITH MEP CONTRACTORS ON ALL ASSOCIATED TRADE WORK FOR ROOF PENETRATIONS TO PROPERLY PROVIDE AND INSTALL TPO FLASHINGS/ACCESSORIES TO COMPLETE NEW TPO ROOF SYSTEM. ROOFING CONTRACTOR TO COORDINATE WITH TPO ROOFING MANUFACTURE AS NEEDED TO OBTAIN NEW ROOFING WARRANTY.
- K11 REPAIR AND RESTORE (5) CANDLES AND PREPARE FOR NEW FINISH. COLOR AS APPROVED BY HISTORIC PRESERVATION CONSULTANT AND ARCHITECT.
- K12 REMOVE AND REPLACE ENTRY DOORS PER DOOR SCHEDULE (INCLUDE PANIC HARDWARE WHERE INDICATED, CLOSER AND ELECTRONIC ACCESS CONTROLLER). SUBMIT SHOP DRAWINGS TO HISTORIC PRESERVATION CONSULTANT AND ARCHITECT FOR APPROVAL.
- K13 MASONRY RESTORATION CONTRACTOR TO INSPECT, RESTORE AND CLEAN ALL PARAPET WALLS AND ARCHITECTURAL STONE COPINGS.
- K14 PROVIDE NEW WALL MOUNTED EXTERIOR LIGHTING AT ENTRY LOCATIONS. SEE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- K15 REMOVE EXISTING GAS RISERS AND VALVES TO BE ABANDONED AT NORTH ELEVATION. CAP ABANDONED SUPPLY LINES BELOW GRADE AND WALL WALL PENETRATIONS VIDS PER NOTE K04.
- K16 PROVIDE SAW CUTTING OF EXISTING MASONRY AS REQUIRED TO INSTALL NEW MECHANICAL WALL LOUVER. INCLUDE ALL ASSOCIATED DRAWINGS AND FLASHINGS AS REQUIRED FOR A COMPLETE AND FUNCTIONAL LOUVER SYSTEM. SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- K17 PROVIDE AND INSTALL NEW PREFINISHED METAL CHIMNEY CAP AND GASKETING TO CREATE WEATHER TIGHT SEAL AT EXISTING BOILER CHIMNEY. CONTRACTOR TO MAKE MODIFICATIONS AND/OR REPAIRS TO TOP OF CHIMNEY AS REQUIRED TO INSTALL AND ANCHOR CHIMNEY CAP. SLOPE CAP FOR POSITIVE DRAINAGE. COLOR TO BE APPROVED BY OWNER AND HISTORIC CONSULTANT.

WINDOW SCHEDULE

NOTE: CONTRACTOR SHALL VERIFY THAT BEDROOM WINDOWS INSTALLED PROVIDE GROSS OPENINGS OF 5.7 SQ. FT (MIN.) @ 2ND FLOOR BEDROOMS & 5.0 SQ.FT. (MIN.) @ 1ST FLOOR BEDROOMS WITH MIN. CLEAR HEIGHT OF 24" AND A CLEAR WIDTH OF 20". SEE SPECS FOR WINDOW OPENING CONTROL DEVICE REQUIREMENTS WHERE APPLICABLE.

NOTE: ALL WINDOWS SHALL BE PREFINISHED WHITE ALUMINUM. PROVIDE PROFILE AND FINISH SAMPLES FOR APPROVAL BY HISTORIC PRESERVATION CONSULTANT.

NOTE: CONTRACTOR/SUPPLIER SHALL VERIFY ALL WINDOW SIZES AND TYPES PRIOR TO PROCUREMENT/FABRICATION. NOTE: REFER TO EXTERIOR ELEVATIONS AND WINDOW DETAILS FOR SPECIFIC MASONRY OR SIDING DETAILS AROUND WINDOW OPENINGS.

NOTE: ALL LOW "E" GLAZING TO BE COLOR NEUTRAL AND HAVE A MIN. DAYLIGHT TRANSMITTANCE OF 70%.

MARK	SIZE	GLAZING	DESCRIPTION
1	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
2	4'-0" x 6'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
3	2'-0" x 4'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
4	4'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
5	3'-0" x 5'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
6	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
7	6'-0" x 4'-0"	LOW "E"	REPLICATE EAST & SOUTH ENTRY TRANSOMS
8	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
9	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, FIXED FABRICATED RADIUS HEAD CONDITION, WRAP W/ PREFINISHED ALUMINUM TO MATCH WINDOW COLOR/FINISH
10	3'-0" x 4'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
11	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
12	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
13	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
14	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9K9) GRILLES
15	5'-0" x 3'-0"	LOW "E"	REPLICATE WEST & NORTH ENTRY TRANSOMS

SOME WINDOWS ARE NOT VISIBLE IN EXTERIOR ELEVATION VIEWS, SEE SHEET A1 & A2 FOR LOCATIONS

SEE SHEETS A3.2 & A3.3 FOR WINDOW LEGENDS

KEY	KEY	KEY
K01	K02	K03
K04	K05	K06
K07	K08	K09
K10	K11	K12
K13	K14	K15
K16	K17	

REFERENCE SHEET B3.C FOR ALL KEYNOTES

WORK SHOULD NOT BEGIN UNTIL THE PHASE (II) REPORT(S) HAVE BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

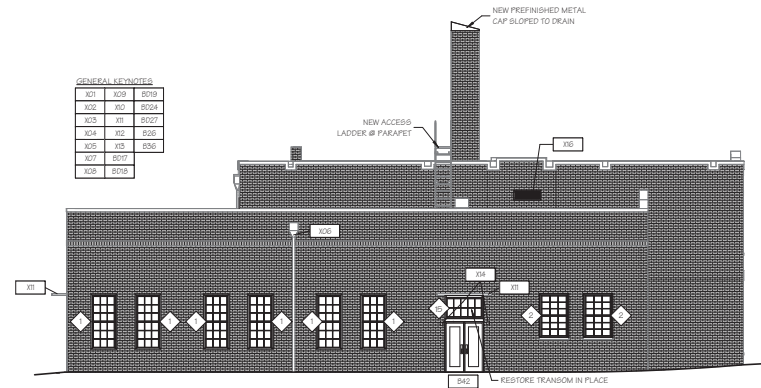
NOTES:

CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS.

MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED BY THE OWNER PROVIDED ENVIRONMENTAL REPORT.



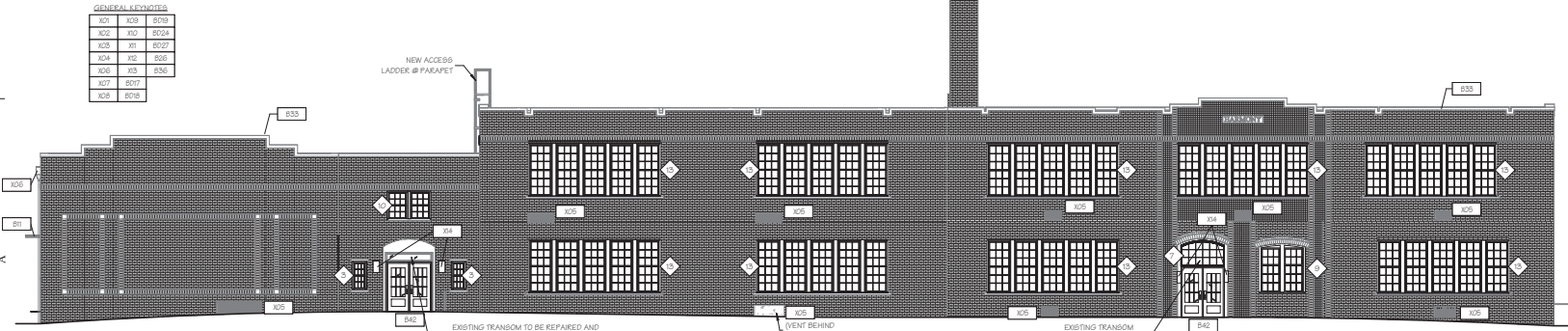
MARCUS GARVEY HARMONY APARTMENTS
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA



WEST SIDE ELEVATION

SCALE: 1/8" = 1'-0"

PERMANENT CHIMNEY CAP, PRE-FINISHED METAL (COLOR TO BE APPROVED BY OWNER & HISTORIC PRESERVATION CONSULTANT)



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

EXISTING TRANSOM TO BE REPAIRED AND RESTORED IN PLACE. PAINT FRAME AND MUTTONS WHITE, OR AS APPROVED BY HISTORIC PRESERVATION CONSULTANT

(VENT BEHIND CONCRETE WALL)

EXISTING TRANSOM TO BE REPLACED TO MATCH EAST ENTRY TRANSOM

JURISDICTION APPROVAL

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EXTERIOR BUILDING REHABILITATION KEYNOTES

- X01 CLEAN EXISTING EXTERIOR MASONRY AT ALL ELEVATIONS, INCLUDING BUT NOT LIMITED TO VISIBLE EXTERIOR BRICKWORK AND STONEWORK, IN A MANNER CONSISTENT WITH NATIONAL PARK SERVICE PUBLISHED PRESERVATION BRIEFS. DO NOT DAMAGE OR ALTER THE PHYSICAL CHARACTERISTICS OF THE MASONRY SURFACES. WATER PRESSURE SHALL BE AS LOW AS POSSIBLE AND SHALL NOT EXCEED 350 PSI. PROVIDE MINIMUM 9" OF MOCK-UP PANEL OF CLEANED AREA FOR INSPECTION AND APPROVAL BY HISTORIC PRESERVATION SPECIALIST. PROVIDE AS MANY MOCK-UP PANELS AS NEEDED TO DEMONSTRATE VARIOUS CLEANING MATERIALS AND PRESSURES CONSIDERED AND TO GAIN APPROVAL BEFORE PROCEEDING WITH OVERALL CLEANING OPERATIONS. SUBMIT PROPOSED CLEANING MATERIALS AND DESCRIPTION OF PROCEDURE FOR REVIEW AND APPROVAL (SHALL BE PERFORMED AFTER TUCKPOINTING IS COMPLETED.)
- X02 REMOVE EXISTING ABANDONED FASTENERS AND PENETRATIONS, SUCH AS METAL WALL ANCHORS AND SIMILAR FASTENERS, PATCH HOLES WITH TYPE II MORTAR TO MATCH EXISTING.
- X03 CLEAN, REPAIR/REPLACE DAMAGED MASONRY UNITS, AND RE-POINT EXISTING BRICK AND STONE WORK. (ESTIMATED AT 100 BRICK AND MORTAR REPLACEMENTS AND 30 SEPARATE FULL LENGTH HORIZONTAL MORTAR JOINT RE-POINTING AVERAGE PER ELEVATION FOR BASE BID UNLESS NOTED OTHERWISE). RE-POINTING MORTAR SHALL BE TYPE "N" AND MATCH THE COLOR, TEXTURE, JOINT WIDTH, AND JOINT PROFILE OF THE EXISTING HISTORIC MASONRY WORK. SHALL BE PERFORMED IN A MANNER CONSISTENT WITH PRESERVATION BRIEFS (AS PUBLISHED BY THE NATIONAL PARK SERVICE) FOR MASONRY CLEANING, REPAIR/REPLACEMENT AND RE-POINTING. PROVIDE SEPARATE SAMPLE PANELS DEMONSTRATING MASONRY CLEANING, BRICK AND STONE REPAIR/REPLACEMENT, AND RE-POINTING FOR INSPECTION AND APPROVAL BY HISTORIC PRESERVATION CONSULTANT. ADDITIONAL SAMPLE PANELS SHALL BE PREPARED AS NEEDED TO ACHIEVE APPROVAL. MASONRY CONTRACTOR TO VERIFY QUANTITIES PRIOR TO SUBMITTING BID.
- X04 PREPARE ABANDONED WALL PENETRATIONS TO BE FILLED WITH COLOR MATCHING MORTAR AND/OR REPLACE MASONRY UNITS AS REQUIRED FOR A FLUSH AND WEATHER TIGHT BUILDING ENVELOPE. BRICK AND MORTAR MOCK-UPS SHALL BE PROVIDED AND AS APPROVED BY THE ARCHITECT AND HISTORIC PRESERVATION CONSULTANT.
- X05 EXISTING WALL LOUVERS, FRAMES, AND SILLS ARE TO REMAIN IN PLACE AND TO BE REFINISHED (COLOR AS SELECTED BY ARCHITECT). PREPARE OPENING FROM INTERIOR SIDE TO BE INFILL FRAMED AS FOLLOWS FROM INTERIOR FACE OF WALL TO EXTERIOR SIDE: GYPSUM WALL BOARD, VAPOR BARRIER OVER INSULATED METAL 6" STUDS (R-19 INSULATION), 7/8" EXTERIOR TREATED SHEATHING, AND BUILDING WRAP OVER EXTERIOR FACE OF SHEATHING. SEAL ALL SIDES OF OPENING AND CREATE A WEATHER TIGHT ENCLOSURE.
- X06 REMOVE EXISTING OVERFLOW SCUPPER AND DOWNSPOUT SYSTEM. REPLACE LIKE IN KIND WITH NEW COPPER OVERFLOW SCUPPER AND DOWNSPOUT SYSTEM. COORDINATE SCUPPER/PARAPET DETAILS AND OVERFLOW COLLECTOR HEAD DETAIL WITH ROOFING MANUFACTURER'S INSTALLATION INSTRUCTIONS. COORDINATE WITH ROOFING CONTRACTOR.
- X07 REMOVE EXISTING CAULK AND PROVIDE AND INSTALL NEW CAULK AROUND NEW AND EXISTING EXTERIOR WALL PENETRATIONS THAT ARE TO REMAIN. INFILL ABANDONED VOIDS W/ MATERIALS THAT MATCH ADJACENT FINISHES AT PENETRATIONS TO BE REMOVED. COORDINATE WITH MEP.
- X08 RESTORE AND MAINTAIN EXISTING BUILDING IDENTIFICATION SIGNAGE ABOVE EACH LOBBY ENTRANCE. (PER NATIONAL PARKS BRIEF)
- X09 PROVIDE SEPARATE UNIT COST FOR BRICK REPLACEMENT, TUCK POINTING AND CAST STONE RESTORATION/REPLACEMENT. UNIT COST SHALL INCLUDE NEW MORTAR ON ALL FOUR SIDES OF THE BRICK OR STONE UNIT. UNIT COST WILL BE USED TO ADD AND DEDUCT BRICK AND STONE REPLACEMENT WORK ABOVE OR BELOW THE BASE BID SCOPE OF WORK.
- X10 REMOVE EXISTING ROOFING MEMBRANE AND BALLAST AND PROVIDE AND INSTALL NEW 60ML TPO ROOFING MEMBRANE SYSTEM. ROOFING CONTRACTOR SHALL COORDINATE WITH MEP CONTRACTORS ON ALL ASSOCIATED TRADE WORK FOR ROOF PENETRATIONS TO PROPERLY PROVIDE AND INSTALL TPO FLASHINGS/ACCESSORIES TO COMPLETE NEW TPO ROOF SYSTEM. ROOFING CONTRACTOR TO COORDINATE WITH TPO ROOFING MANUFACTURER AS NEEDED TO OBTAIN NEW ROOFING WARRANTY.
- X11 REPAIR AND RESTORE (3) CANOPIES AND PREPARE FOR NEW FINISH. COLOR AS APPROVED BY HISTORIC PRESERVATION CONSULTANT AND ARCHITECT.
- X12 REMOVE AND REPLACE ENTRY DOORS PER DOOR SCHEDULE (INCLUDE PANIC HARDWARE WHERE INDICATED, CLOSER AND ELECTRONIC ACCESS CONTROL(S)). SUBMIT SHOP DRAWINGS TO HISTORIC PRESERVATION CONSULTANT AND ARCHITECT FOR APPROVAL.
- X13 MASONRY RESTORATION CONTRACTOR TO INSPECT, RESTORE AND CLEAN ALL PARAPET WALLS AND ARCHITECTURAL STONE COPINGS.
- X14 PROVIDE NEW WALL MOUNTED EXTERIOR LIGHTING AT ENTRY LOCATIONS. SEE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- X15 REMOVE EXISTING GAS RISERS AND VALVES TO BE ABANDONED AT NORTH ELEVATION. CAP ABANDONED SUPPLY LINES BELOW GRADE AND INFILL WALL PENETRATION VOIDS PER NOTE X04.
- X16 PROVIDE SAW CUTTING OF EXISTING MASONRY AS REQUIRED TO INSTALL NEW MECHANICAL WALL LOUVER. INCLUDE ALL ASSOCIATED FRAMING AND FLASHINGS AS REQUIRED FOR A COMPLETE AND FUNCTIONAL LOUVER SYSTEM. SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- X17 PROVIDE AND INSTALL NEW PREFINISHED METAL CHIMNEY CAP AND GASKETING TO CREATE WEATHER TIGHT SEAL AT EXISTING BOILER CHIMNEY. CONTRACTOR TO MAKE MODIFICATIONS AND/OR REPAIRS TO TOP OF CHIMNEY AS REQUIRED TO INSTALL AND ANCHOR CHIMNEY CAP. SLOPE CAP FOR POSITIVE DRAINAGE. COLOR TO BE APPROVED BY OWNER AND HISTORIC CONSULTANT.

WINDOW SCHEDULE

NOTE: CONTRACTOR SHALL VERIFY THAT BEDROOM WINDOWS INSTALLED PROVIDE EGRESS OPENINGS OF 5.7 SQ. FT. (MIN.) @ 2ND FLOOR BEDROOMS & 5.0 SQ. FT. (MIN.) @ 1ST FLOOR BEDROOMS WITH MIN. CLEAR HEIGHT OF 24" AND A CLEAR WIDTH OF 20". SEE SPECS FOR WINDOW OPENING CONTROL DEVICE REQUIREMENTS WHERE APPLICABLE.

NOTE: ALL WINDOWS SHALL BE PREFINISHED WHITE ALUMINUM. PROVIDE PROFILE AND FINISH SAMPLES FOR APPROVAL BY HISTORIC PRESERVATION CONSULTANT.

NOTE: CONTRACTOR/SUPPLIER SHALL VERIFY ALL WINDOW SIZES AND TYPES PRIOR TO PROCUREMENT/FABRICATION. NOTE: REFER TO EXTERIOR ELEVATIONS AND WINDOW DETAILS FOR SPECIFIC MASONRY OR SIDING DETAILS AROUND WINDOW OPENINGS.

NOTE: ALL LOW "E" GLAZING TO BE COLOR NEUTRAL AND HAVE A MIN. DAYLIGHT TRANSMITTANCE OF 70%.

MARK	SIZE	GLAZING	DESCRIPTION
1	3'-6" x 7'-6"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
2	4'-0" x 6'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
3	2'-0" x 4'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (6X6) GRILLES
4	4'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
5	3'-6" x 5'-6"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
6	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
7	6'-0" x 4'-0"	LOW "E"	REPLICATE EAST & SOUTH ENTRY TRANSOMS
8	3'-6" x 7'-6"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
9	3'-0" x 7'-0"	LOW "E"	SINGLE HUNG, FIXED FABRICATED RADIUS HEAD CONDITION, WRAP W/ PREFINISHED ALUMINUM TO MATCH WINDOW COLOR/FINISH
10	3'-0" x 4'-0"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (6X6) GRILLES
11	3'-6" x 7'-6"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
12	3'-6" x 7'-6"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
13	3'-6" x 7'-6"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
14	3'-6" x 7'-6"	LOW "E"	SINGLE HUNG, OFFSET SASH, 1 1/4" (9X9) GRILLES
15	5'-0" x 3'-0"	LOW "E"	REPLICATE WEST & NORTH ENTRY TRANSOMS

SOME WINDOWS ARE NOT VISIBLE IN EXTERIOR ELEVATION VIEWS. SEE SHEET A1.1 & A1.2 FOR LOCATIONS

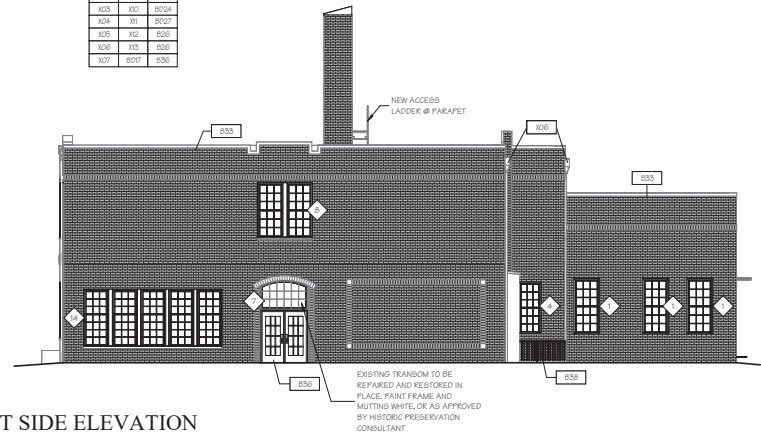
SEE SHEETS A3.2 & A3.3 FOR WINDOW LEGENDS

GENERAL KEYNOTES		
X01	X08	X018
X02	X09	X019
X03	X10	X024
X04	X11	X022
X05	X12	X06
X06	X13	X08
X07	X17	X36

REFERENCE SHEET SCOR FOR ALL KEYNOTES

EAST SIDE ELEVATION

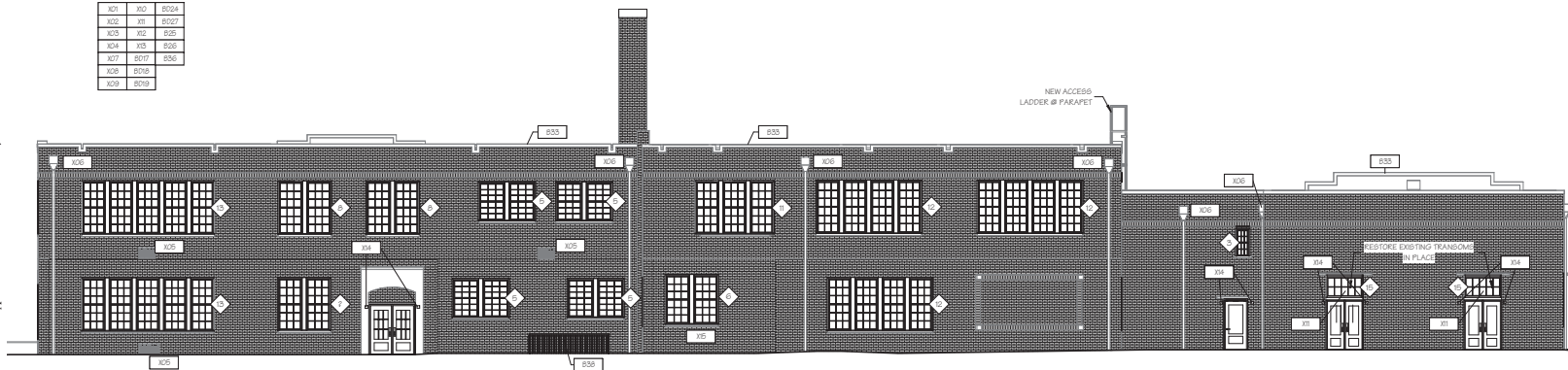
SCALE: 1/8" = 1'-0"



GENERAL KEYNOTES		
X01	X08	X018
X02	X09	X019
X03	X10	X024
X04	X11	X022
X05	X12	X06
X06	X13	X08
X07	X17	X36
X08	X18	X09

NORTH ELEVATION

SCALE: 1/8" = 1'-0"



JURISDICTION APPROVAL



NOTES:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND MEASUREMENTS.

MITIGATE ANY HAZARDOUS MATERIALS (ASBESTOS, LEAD-BASED PAINT, ETC.) THAT IS IDENTIFIED BY THE OWNER PROVIDED ENVIRONMENTAL REPORT.

WORK SHOULD NOT BEGIN UNTIL THE PHASE (II) REPORT(S) HAVE BEEN PROVIDED AND REVIEWED BY THE CONTRACTOR.

MARCUS GARVEY HARMONY APARTMENTS
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

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WALLACE ARCHITECTS, L.L.C.

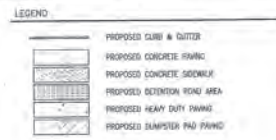
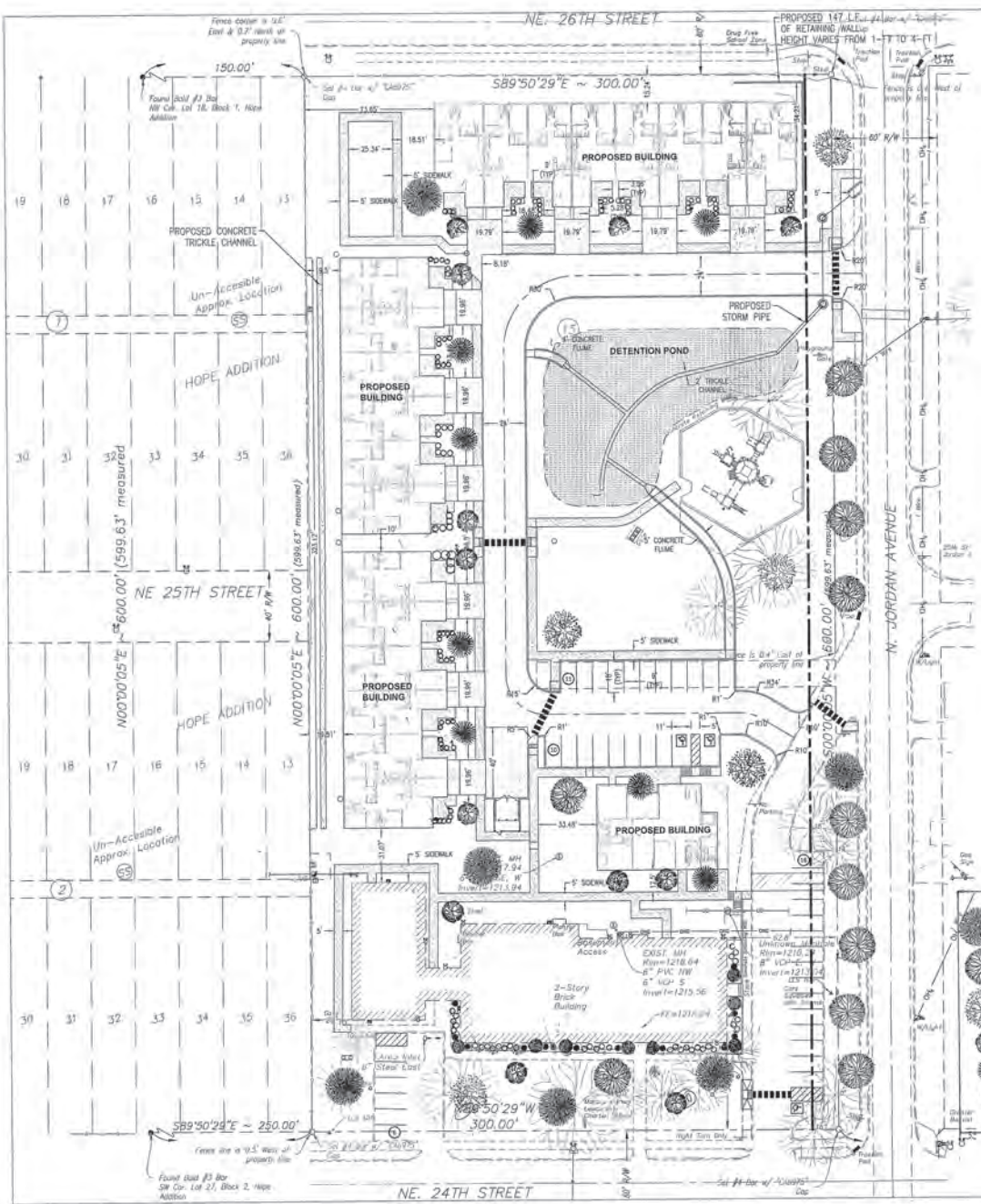
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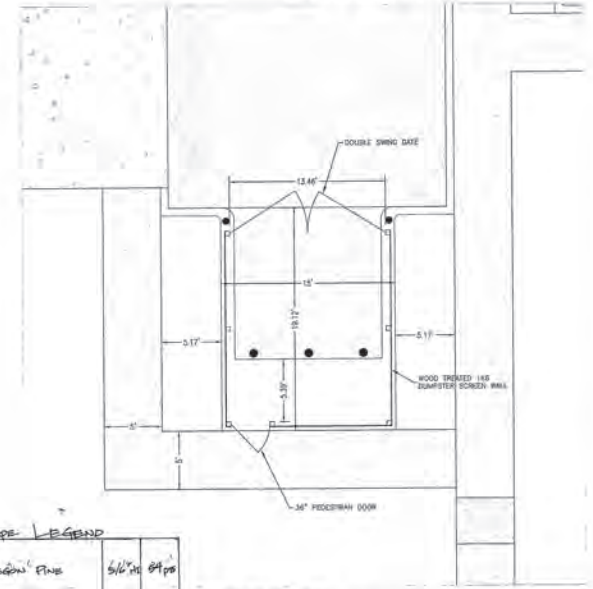
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PARKING TABLE

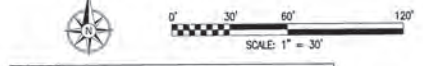
STANDARD PARKING SPACE (9' x 18')	40
ADA PARKING SPACE (11' x 18')	3
TOTAL	43

- GENERAL CONSTRUCTION NOTES**
1. ALL WORK PERFORMED AND MATERIALS SUPPLIED SHALL CONFORM TO THE CITY OF OKLAHOMA CITY "STANDARDS AND SPECIFICATIONS" AND THE "SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS".
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES AND GOVERNMENTAL AGENCIES WHO MAY HAVE UTILITY LINES ON OR ABOVE THE PREMISES OR WHO MAY BE AFFECTED BY THE CONSTRUCTION. THE CONTRACTOR SHALL ALSO COORDINATE AND ACQUIRE WITH THE UTILITY COMPANIES TO ENSURE COMPLIANCE WITH THE PROJECT SCHEDULE. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO LOCATE AND PROTECT EXISTING UTILITY LINES, AND SHALL REPAIR ANY DAMAGES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN CONSTRUCTION STAKING.
 4. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
 5. ALL PAVEMENT STIPING SHALL BE APPLIED IN TWO COATS, FOUR (4) INCHES WIDE, WHITE COLOR UNLESS SHOWN OTHERWISE ON THE PLANS.
 6. IN DRIVE AND PARKING AREAS WHERE NEW CONCRETE PAVING IS TO ABUT EXISTING PAVING, THE CONTRACTOR SHALL CONSTRUCT A 1" THICKENED EDGE IN THE CONCRETE.
 7. UNLESS OTHERWISE DIRECTED THE CONTRACTOR SHALL PROVIDE A MEDIUM BRUSH FINISH ON ALL CONCRETE WALKS, RAMPS, STAIRS AND PAVED SURFACES (REFER TO ARCHITECTURAL PLANS & SPECS FOR SPECIAL FINISH AND/OR BUILDING).
 8. THE CONTRACTOR MUST FILE A "NOTICE OF INTENT" WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF OKLAHOMA CITY, PRIOR TO COMMENCING EARTHWORK, CLEARING OR SOIL/AIR EROSION CONTROL.
 9. REFER TO ARCHITECTURAL PLANS AND SPECS FOR CONSTRUCTION INFORMATION AND DETAILS FOR BUILDING DETAIL.
 10. NET AND ALL QUANTITIES SHOWN ARE FOR REFERENCE ONLY AND HAVE BEEN CALCULATED FOR MASSING OR OTHER PLANNING PURPOSES ONLY. THE CONTRACTOR(S) IS RESPONSIBLE TO VERIFY ALL QUANTITIES AND CONSTRUCT THE PROJECT AS SHOWN ON THE DRAWINGS AND SPECIFICATIONS. PRICE BID SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT AND FINISH A FULLY FUNCTIONAL AND COMPLETE SITE.
 11. THE CONTRACTOR SHALL VERIFY AND COORDINATE WITH THE ARCHITECTURAL AND LANDSCAPE ARCHITECT PLANS FOR THE RETAINING WALL STYLE AND FINISH.
 12. THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL PLANS FOR SOIL MIXTURES, LANDSCAPE PRACTICES AND SPECIAL, SOILMARK FINISHES.
 13. THE CONTRACTOR SHALL OBTAIN A COPY OF THE OIG APPROVED PD PLANS FOR COORDINATION OF ALL WORK WITHIN THE PUBLIC P-D-W.



LANDSCAPE LEGEND

6	OREGON PINE	5/16" H	84 ps
11	CHINESE POTASHAE	2' CAL	126 ps
5	LACINAELE ELM	2' CAL	60 ps
12	MULTI TRUNK CANE PALM	5/16" H	108 ps
8	VERNE STEVENS ACACIA	5/16" H	78 ps
9	ENGLAND HOLLY	5/16" H	78 ps
13	SHAR QUARD 'GOLLA	3' CAL	24 ps
12.5	M.B.D. BLUEBERRY SHAWAN	2' CAL	250 ps



UTILITY WARNING:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE AT THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES EXERT EVERY EFFORT THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY ELEVATIONS AND SIZES MAY HAVE BEEN MEASURED UNDER ADVERSE FIELD CONDITIONS. UPON EXPOSING THE UTILITY, ELEVATIONS AND LINE SIZES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHOULD VERIFY CRITICAL ELEVATIONS USING THE BENCHMARK PROVIDED BY THE SURVEYOR OR ENGINEER. ANY DISCREPANCIES SHOULD BE IMMEDIATELY BROUGHT TO THE ENGINEER'S AND SURVEYOR'S ATTENTION.



HARMONY SCHOOL
1537 NE 24th STREET
OKLAHOMA CITY, OKLAHOMA, 73111

Project Number: Client Number:
N/A

BRYAN W. RICHARDS, P.E.
Expires: 11/30/2022

BWR DESIGN GROUP

BWR DESIGN GROUP, LLC
PO BOX 31732
TOMAHOK, OK 73003
405-761-2517
CA 72272, OK 08/30/2022

Issue Date: 06/18/2021
Purpose - Issue: REVIEW
Revisions: No Data Revision

Sheet Title: **SITE PLAN**

Sheet Number: **C3.0**

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: December 15, 2021
Ref: Resolution Approving a Contract for Sale of Land and Redevelopment with Oklahoma Humane Society for the Redevelopment of Property Located at the Southwest Corner of the Southwest 10th Street and South Harvey Avenue, Core to Shore Urban Renewal Plan

Background: OCURA is engaged in the implementation of the Core to Shore Urban Renewal Plan, as amended and previously publicly invited proposals for the property located at the southwest corner of S.W. 10th Street and S. Harvey Avenue, immediately adjacent to the lower park section of Scissortail Park. The Oklahoma Humane Society, through its wholly-owned subsidiary, 23 & 24, LLC, owns Lots 23 and 24, making up the remainder of the property needed for redevelopment.

Oklahoma Humane Society has been conditionally designated as redeveloper. The contract has negotiated between OCURA and the Oklahoma Humane Society for the development of the OK Humane Campus. The campus will provide a healthy environment for animals in the care of the Oklahoma Humane Society, a streamlined experience for adopters, volunteers, and community visitors, and is an important attraction in the lower portion of Scissortail Park.

The proposed purchase price contained in the Redevelopment Agreement for the property is determined to be not less than the fair value and it is appropriate and desirable to approve the proposed agreement with the Redeveloper.

Summary of Agenda Item: The resolution approves a contract for sale of land and redevelopment with Oklahoma Humane Society.

Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR SALE OF LAND AND REDEVELOPMENT WITH OKLAHOMA HUMANE SOCIETY FOR THE REDEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF SOUTHWEST 10TH STREET AND SOUTH HARVEY AVENUE, CORE TO SHORE URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the Core to Shore Urban Renewal Plan, 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 has previously publicly invited proposals for the property that the Authority owns in the block located at the southwest corner of S.W. 10th Street and S. Harvey Avenue, immediately adjacent to the lower park section of Scissortail Park, more particularly described and depicted on the attached Exhibit A (“Property”); and

WHEREAS, as stated in the response to the public invitation, the Oklahoma Humane Society, through its wholly-owned subsidiary, 23 & 24, LLC, owns Lots 23 and 24, making up the remainder of the property in the block in which the Property lies; and

WHEREAS, the Urban Renewal Plan provides that the Authority may enter into agreements with owners of property within the designated Urban Renewal Area in order to redevelop such property in accordance with the Urban Renewal Plan; and

WHEREAS, in accordance with the public invitation process, the Board of Commissioners conditionally designated Oklahoma Humane Society as redeveloper of all of the property in the block where the Property lies, more particularly described and depicted on the attached Exhibit B (“Redevelopment Site”); 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 the Oklahoma Humane Society (“Redeveloper”) for the development of the OK Humane Campus on the Redevelopment Site, providing a healthy environment for animals in the care of the Oklahoma Humane Society, a streamlined experience for adopters, volunteers, and community visitors, and an important attraction in the lower portion of Scissortail Park; and

WHEREAS, the proposed purchase price contained in the Redevelopment Agreement for the Property is determined to be not less than the fair value of such 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 for the redevelopment of the Redevelopment Site is hereby approved, and the Officers of the Authority are authorized to execute the Redevelopment Agreement.
2. The purchase price for the Property of \$1,500,000.00 contained in the 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 obligations 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, including but not limited to an Early Entry Agreement, and to take such actions as may be necessary or appropriate to implement the Redevelopment Agreement and such other related documents, including approval of amendments, corrections, and clarifications thereof, and to incur costs and approve contracts for surveys, appraisals, market studies, title, and financing related expenses, and other related contracts which are appropriate to performing the terms 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 **regular** 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 **15th day of December, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

EXHIBIT A

Description and Depiction of Redevelopment Site

Lots 1 through 22, inclusive, and Lots 25 through 28, inclusive, in Block 8 of South Park Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded plat thereof.

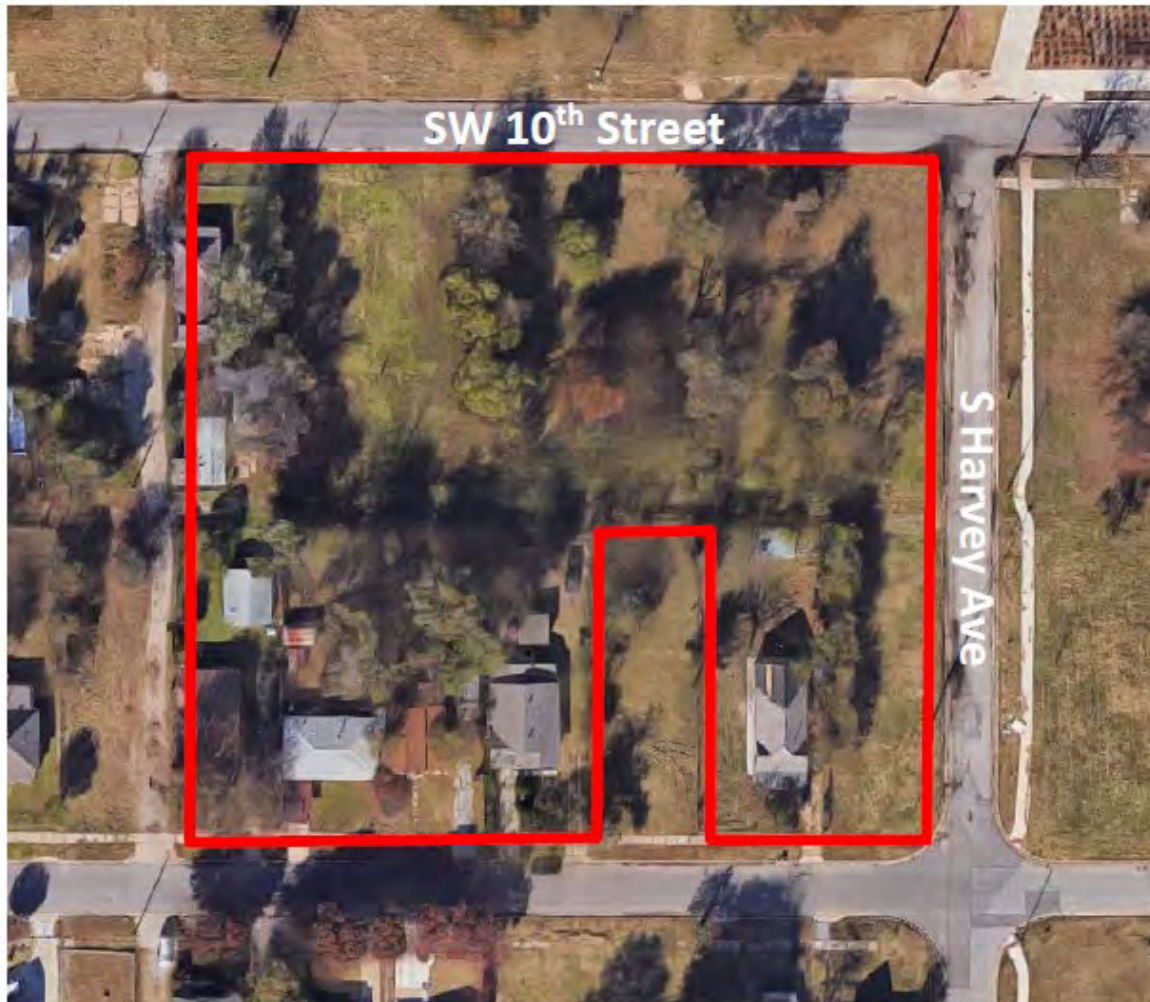
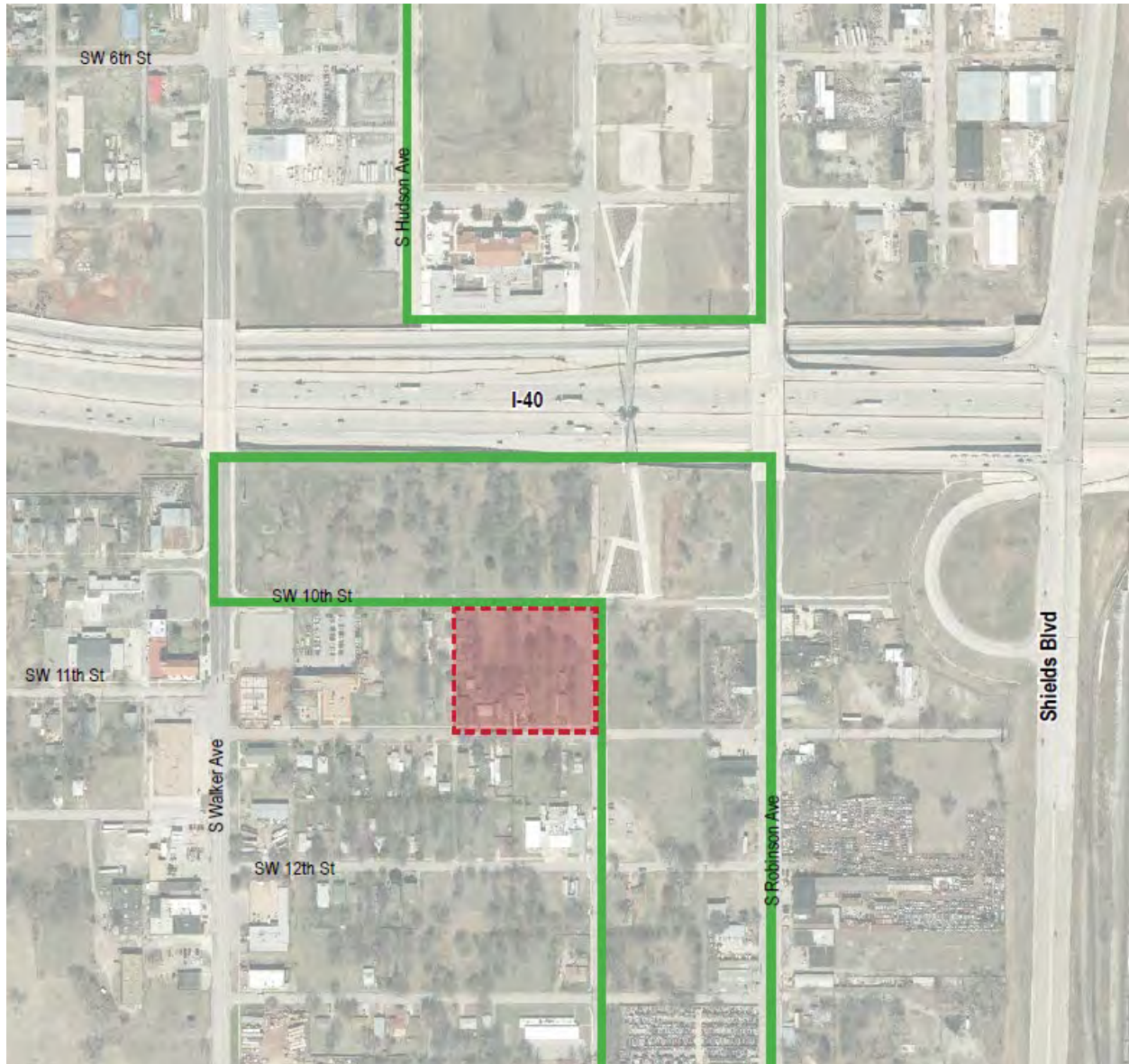


EXHIBIT B

Description and Depiction of Redevelopment Site

Lots 1 through 28, inclusive, in Block 8 of South Park Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded plat thereof.



CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

OKLAHOMA HUMANE SOCIETY

PREPARED BY:

The Oklahoma City Urban Renewal Authority

J. Larry Nichols, Chairman

James R. Tolbert

Russell M. Perry

Judy Hatfield

Lee E. Cooper, Jr.

Catherine O'Connor, Executive Director

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CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

and

OKLAHOMA HUMANE SOCIETY

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 December, 2021, 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 **OKLAHOMA HUMANE SOCIETY**, an Oklahoma not for profit corporation (the “Redeveloper”), and having a mailing address of 5228 N. Classen Circle, Oklahoma City, Oklahoma 73118.

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 Core to Shore Urban Renewal Plan, as amended (the “Urban Renewal Plan”); and

B. WHEREAS, the principal objectives of the Urban Renewal Plan include the return of underutilized land south of the Central Business District to economic productivity and mixed-use developments to support a new convention center and new central park; and

C. WHEREAS, the Authority owns property located at the southwest corner of S.W. 10th Street and S. Harvey Avenue, immediately west of the lower portion of Scissortail Park, 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, by Resolution dated March 13, 2019, the Authority conditionally designated the Redeveloper as redeveloper of the Property; and

E. WHEREAS, a wholly-owned subsidiary of the Redeveloper owns Lots 23 and 24 in Block 8, being the same block in which the Property is located (and together with the Property herein referred to as the “Redevelopment Site,” as more particularly described on the attached Schedule B and depicted on the attached Schedule B-1); and

F. WHEREAS, the Redeveloper proposes to purchase the Property from the Authority and develop the Redevelopment Site into the OK Humane Campus; and

G. WHEREAS, the OK Humane Campus will provide a healthy environment for animals in the care of the Oklahoma Humane Society and a streamlined experience for adopters, volunteers, and community visitors and will also provide the opportunity for robust community involvement and education while serving as an important development to attract attention and people to the lower portion of Scissortail Park; and

H. WHEREAS, subject to the terms, conditions and obligations contained in this Agreement, the Redeveloper is willing to acquire the Property from the Authority, and to redevelop the Redevelopment Site 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:

“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 thirty (30) days from satisfaction of the conditions precedent described in this Agreement, with the exact date and time for Closing to be mutually agreed upon by the Authority and 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 achieve Substantial Completion 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 C 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 the new OK Humane Campus, described in more detail in Section 1(A).

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

“Permitted Title Exceptions” – All liens, encumbrances, covenants, conditions, restrictions, easements and other matters of record, including the exceptions listed on Schedule B of the Title Commitment and such matters as are noted on the Survey, which do not interfere with, limit or restrict Redeveloper’s contemplated use of the Property, as well as zoning and subdivision ordinances and regulations, and all matters, encumbrances, reservations or exceptions to title to the Property permitted in this Agreement.

“Permitted Transfers” – See Section 12.

“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 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 \$1,500,000.00.

“Redeveloper” – Oklahoma Humane Society, an Oklahoma not for profit corporation.

“Redevelopment Site” – The Property and the parcel that a wholly-owned subsidiary of the Redeveloper owns in the same block, described on Schedule B and depicted on Schedule B-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 Redevelopment Site previously reserved or conveyed of record; to be developed by the Redeveloper into the OK Humane Campus.

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

“Substantial Completion” – The substantial completion of the Improvements (subject to customary punch list items) in accordance with the Design Development Documents, the Urban Renewal Plan, this Agreement and all applicable laws. Any determination that the Improvements have achieved Substantial Completion shall be made by the Authority based on its receipt and approval of the following: (i) an “AIA Form G704 Certificate of Substantial Completion” issued by the General Contractor with a copy of any punch list items not yet completed, which punch list items shall not exceed five percent (5%) of the fixed price set forth in the Construction Documents and shall be able to be completed within sixty (60) days of such issuance or within such time period as the parties may otherwise agree; (ii) final unconditional certificates of occupancy for all areas in the Improvements; (iii) final lien waivers from the General Contractor, all subcontractors and suppliers engaged to complete work on the Improvements, conditioned only to the extent payment has not been received on any incomplete punch list items; and (iv) evidence, satisfactory to the Authority, that an amount equal to not less than one hundred twenty-five percent (125%) of the expected costs to complete all outstanding punch list items has been held back as an escrow for such costs

“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” – American Eagle Title Group, or other title company as may be requested by the Redeveloper and approved by the Authority, such approval not to be unreasonably conditioned, delayed or withheld.

“Title Insurer” – A title insurer, acting through the Title Company, as may be requested by the Redeveloper and approved by the Authority, such approval not to be unreasonably withheld, conditioned or delayed.

“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 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 Redeveloper agrees to construct the Improvements on the Redevelopment Site to include the new OK Humane Campus, with administrative offices, kennels,

animal care, nursery, adoption, educational, and training facilities, and significant community space, to specifically contain the following components:

1. A two-story massing of approximately 26,000 square feet designed to exceed the energy efficiency codes set forth by ASHARE 90.1-2016;
2. Front porch that engages the adjacent lower portion of Scissortail Park;
3. Approximately 5,700 square feet of interior space accessible by the public;
4. First-floor retail;
5. Trees and landscaping, including rain gardens for rainwater collection;
6. Outdoor animal engagement and event space;
7. Bike racks.

The Redevelopment Site is to be developed in accordance with the Urban Renewal Plan and the Construction Documents, as more particularly described in this Agreement. The Redeveloper agrees its minimum investment to construct the Improvements will be no less than \$12 million.

The use and operation of the OK Humane Campus will provide a public benefit by decreasing the burdens placed on the City of Oklahoma City's animal shelters to provide animal shelter services, promoting animal welfare, activating and engaging Scissortail Park, and supporting the overall health and wellness of the animal and human populations. Accordingly, the Redeveloper agrees to operate, or cause to be operated, the Property for the enrichment of the community through the promotion of the well-being of animals for a period of no less than twenty (20) years from the date of the Deed.

B. Property Subject to Redevelopment. The Redeveloper shall have the exclusive rights with the Authority to develop the Redevelopment Site in accordance with the terms and conditions of this Agreement. The Redevelopment Site is the property subject to the redevelopment and upon which the Improvements will be constructed. The Redevelopment Site is described on Schedule B and depicted on Schedule B-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 Redevelopment 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 at the Closing, 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 Redevelopment Site 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 act in good faith to timely perform and assist each other in timely 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 C attached as a part hereof, and by grant of easements, permits, or licenses as applicable. 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. 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 at Closing 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 to the Authority at such time and place the Purchase Price for the Property conveyed.

C. Apportionment of Property Taxes; Other Prorations. Inasmuch as the Authority is a tax-exempt entity and as a result of such tax-exempt status no ad valorem tax will accrue with respect to the Property prior to the Closing Date, 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, if required by law or covenant, 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 transfer pursuant to this Agreement. The parties acknowledge that the Redeveloper may be entitled to an exemption from ad valorem taxes with respect to the Property based on its status as an IRS recognized tax-exempt entity and agree that the Redeveloper has the right to pursue such exemption.

D. Recordation of Deed; Closing Costs. Following delivery of the Deed by the Authority to the Redeveloper, the parties will cause the Title Company to 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, unless a failure to consummate the transactions is the result of gross negligence or an intentional breach of this Agreement by or on behalf of the Authority.

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. 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 in a manner reasonably acceptable to the Redeveloper. The Authority shall exercise its best efforts to cure such objections, but the Authority shall not be required to incur more than \$1,500 in expenses in connection with the exercise of its best efforts. If the Authority is unable to cure such objections without incurring more than \$1,500 in 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 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. 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.

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 and the Closing occurs on or before October 31, 2022, the construction of the Improvements will be commenced and completed no later than the dates provided in the following schedule:

Commencement of Construction	January 3, 2023
Completion of Construction	May 15, 2024

The Commencement Dates and estimated Completion Dates may be further extended by mutual agreement of the Redeveloper and the Authority (such agreement not to be unreasonably conditioned, delayed or withheld).

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.

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. Prior to Closing, the Redeveloper shall submit evidence, reasonably satisfactory to the Authority, of financing capacity of no less than \$1,500,000.00 to acquire the Property and no less than \$12 million to construct the Improvements on the Property, as provided in Part II, Section 303 hereof.

F. Schedule of Submissions. The Redeveloper shall submit the Schematic Design Studies to the Authority on or prior to March 31, 2022, as such date may be extended by mutual agreement of the parties. Within sixty (60) days of the Authority's approval of the Schematic Design Studies, the Redeveloper shall submit the Design Development Documents to the Authority. Within one hundred twenty (120) days of the Authority's approval of the Design Development Documents, the Redeveloper shall submit the Construction Documents and Landscaping Plans to the Authority. No more than fifteen (15) business days prior to Closing, the Redeveloper shall submit its firm commitments of evidence of financing capacity to the Authority.

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 ninety (90) 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.

J. Certain Pre-Closing Obligations of the Authority. The Authority will use its reasonably best efforts to assist the Redeveloper in its efforts to prepare the Property in a condition that allows for construction to begin in a commercially reasonable time. To that end, Redeveloper contemplates taking, or causing to be taken, prior to Closing, such actions as may be necessary and appropriate to (i) ensure that any and all pre-existing environmental conditions related to the Property, if any, have been remediated or otherwise addressed to Redeveloper's satisfaction and confirmed by the Oklahoma Department of Environmental Quality, if applicable, (ii) undertake certain street improvements on SW 10th Street, South Harvey Avenue and SW 11th Street including the addition of parallel parking and drive access, as more particularly set forth on Schedule E, (iii) construct and/or connect the Property to all utilities, including water and sanitary sewer, as necessary; and (v) install certain tree walls and sidewalks, with the understanding that all such work and improvements will be performed at no cost to the Authority. The Authority will use its reasonable best efforts to provide a conveniently located staging area to be used by Redeveloper throughout the construction process.

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 the Deed until the later of January 1, 2040, 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:

Oklahoma Humane Society
Attn: Dana McCrory
5228 N. Classen Circle

Oklahoma City, Oklahoma 73118
Email: dana@okhumane.org

with a copy to its attorney:

Richard D. Johnson II
McAfee & Taft
8th Floor, 2 Leadership Sq.
211 N. Robinson Ave.
Oklahoma City, Oklahoma 73102
Email: rich.johnson@mcafeetaft.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 8. APPLICABLE LAND USE PROVISIONS

The current zoning for the Redevelopment Site is R-1 Single Family Residential. Consistent with the Urban Renewal Plan, the specific land use and zoning regulations shall be supplemented as necessary to redevelop the Redevelopment Site. Within thirty days of execution of this agreement, the Redeveloper shall apply to the City for the rezoning of the Redevelopment Site necessary to accommodate the contemplated development and the Improvements. The Authority will sign as a co-applicant for the rezoning and agrees to use reasonable best efforts to assist Redeveloper in obtaining approval of such rezoning, at no cost to the Authority. In the event such rezoning is not approved prior to Closing, the Redeveloper, at its sole option, may elect to terminate this Agreement and upon any 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.

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, including without limitation providing certain required approvals, 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 of becoming aware 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 aggregate delays caused by the Authority exceed sixty (60) days and 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 mutual agreement of the parties and the times for prescribed actions by the Authority may be extended by mutual agreement.

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 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 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 Redevelopment Site (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) 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.

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 President and CEO.

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 December, 2021, 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

My Commission No.: _____
My Commission expires: _____

(Seal)

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

OKLAHOMA HUMANE SOCIETY,
an Oklahoma not for profit corporation

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 as contemplated in the Design Development Documents, 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 Redevelopment Site at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Redevelopment Site boundary lines; provided, however, such entrance or performance of work by the Authority or the City onto the Redevelopment Site will not unreasonably interfere with the operations on the Redevelopment Site.

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 or the owner of the utility easement. If approval for such construction is requested by the Redeveloper, the Authority shall use its best efforts to assist the City in its review and consideration of the request to seek that such approval 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 or as otherwise reasonably requested by the Redeveloper. 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 Redevelopment Site at all reasonable times, with reasonable notice to the Redeveloper, 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 Redevelopment Site will not unreasonably interfere with the construction of the Improvements or the operations on the Redevelopment Site. 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 Redevelopment Site 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 (as may be extended), the Redeveloper shall submit to the Authority, for approval by the Authority in its reasonable discretion, 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 Redevelopment Site. 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 (as may be extended), 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 Redevelopment Site shall be in material conformity with the Construction Documents as approved by the Authority in its reasonable discretion.

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 not to be unreasonably withheld, conditioned or delayed. 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 Redevelopment Site.

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 Redevelopment Site, 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 Redevelopment Site 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 (as may be extended). 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 Redevelopment Site 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, but in no event more frequently than quarterly, 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 Redevelopment Site (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 Redevelopment Site, or any portion thereof, with written evidence and certification that all requirements of the Authority and this Agreement with respect to the Redevelopment Site have been met and that such mortgagee, purchaser or lessee is not subject, nor is their respective interests in the Redevelopment Site 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 Redevelopment Site which, if so provided in Part I hereof, the Redeveloper may convey or lease once the Improvements to be constructed thereon are completed, the Authority will also, upon proper Substantial 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 Redevelopment Site; 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 Redevelopment Site 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 twenty (20) business 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 Redevelopment Site, 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 Redevelopment Site 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 Redevelopment Site 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 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 Redevelopment Site and not for speculation in land holding. The Redeveloper further recognizes that, in view of:

- (a) the importance of the redevelopment of the Redevelopment Site 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 Redevelopment Site 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 Redevelopment Site, 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 Redevelopment Site 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 Substantial 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 Redevelopment Site 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 not to be unreasonably withheld conditioned or delayed; provided, that prior to the issuance by the Authority of the certificate provided for in Section 307 hereof as to Substantial 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 Redevelopment Site 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 Redevelopment Site, 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 Redevelopment Site, 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 Redevelopment Site, 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 Redevelopment Site, 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 Redevelopment Site 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 Redevelopment Site 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 Redevelopment Site 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 Redevelopment Site (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 Redevelopment Site or any parts thereof (other than those referred to in Section 502(a)(2)) for profit prior to the Substantial 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 Redevelopment Site 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 Substantial Completion of the Improvements, as certified by the Authority, neither the Redeveloper nor any successor in interest to the Redevelopment Site 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 Redevelopment Site, 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 Redevelopment Site, except for those encumbrances set forth on Exhibit A or 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 Redevelopment Site, 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 Redevelopment Site, whether by voluntary act of the Redeveloper or otherwise, in each case, to the extent such financing, encumbrance or lien is not set forth on Exhibit A. For the purposes of such financing as may be made pursuant to the Agreement, the Redevelopment Site 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, no holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Redevelopment Site 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 Redevelopment Site 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 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 Redevelopment Site 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, or as otherwise agreed upon.

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.

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 Redevelopment Site 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 reasonably satisfactory to the Authority, to complete in the manner provided in this Agreement, the Improvements on the Redevelopment Site 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 Redevelopment Site 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 Redevelopment Site, 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 Redevelopment Site, 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 Redevelopment Site 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 Redevelopment Site or any part thereof:

- (a) has, but does not exercise, the option to construct or complete the Improvements relating to the Redevelopment Site 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 states to cure such default shall not have been commenced within sixty (60) days after written demand by the Authority so to do,

the Authority shall (and every mortgage instrument made prior to Substantial Completion of the Improvements with respect to the Redevelopment Site 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 Redevelopment Site (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 Redevelopment Site 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 Redevelopment Site;
- (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 Substantial 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 Redevelopment Site 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 Redevelopment Site (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 Redevelopment Site 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 Redevelopment Site, 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 within a reasonable amount of time not to exceed 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 defaulting or breaching party 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, but specifically excluding specific performance by either party. Notwithstanding anything herein to the contrary, except for gross negligence or intentional breach of this Agreement, in no event shall either party be liable to the other party for any special or consequential damages or for loss of profits arising out of or in connection with either party's obligations under this agreement.

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 sixty (60) 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 Redevelopment Site, 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 (as may be extended), 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 (as may be extended); 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 Redevelopment Site, 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. Provided, however that if any such default or breach is incapable of being cured in such thirty (30) day period and the Redeveloper is diligently pursuing the cure for such breach or default, the time for curing the same may be extended accordingly.

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 Substantial Completion of the Improvements to be made on the Redevelopment Site:

- (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 for a period of more than thirty (30) consecutive days, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within six (6) months after written demand by the Authority so to do; or
- (b) the Redeveloper (or successor in interest) shall fail to pay any owed real estate taxes or required payments-in-lieu of taxes (minimum tax payments), or assessments on the Redevelopment Site or any part thereof when due, or shall place thereon any encumbrance or material 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 payment is not made or encumbrance or lien is not removed or discharged or provision reasonably satisfactory to the Authority made for such payment, removal, or discharge, within three (3) months after written demand by the Authority so to do; or
- (c) there is, in violation of this Agreement, any transfer of the Redevelopment Site 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 three (3) months 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 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 Redevelopment Site (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 revesting in the Authority of title to the Property or any part thereof as provided in Section 704, the Authority, which pursuant to its responsibilities under state law, shall 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 Redevelopment Site 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 Redevelopment Site or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Redevelopment Site.

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 Redevelopment Site 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, tornados, 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 Redevelopment Site 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 first becoming aware 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 ensure 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. Intentionally Omitted.

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.

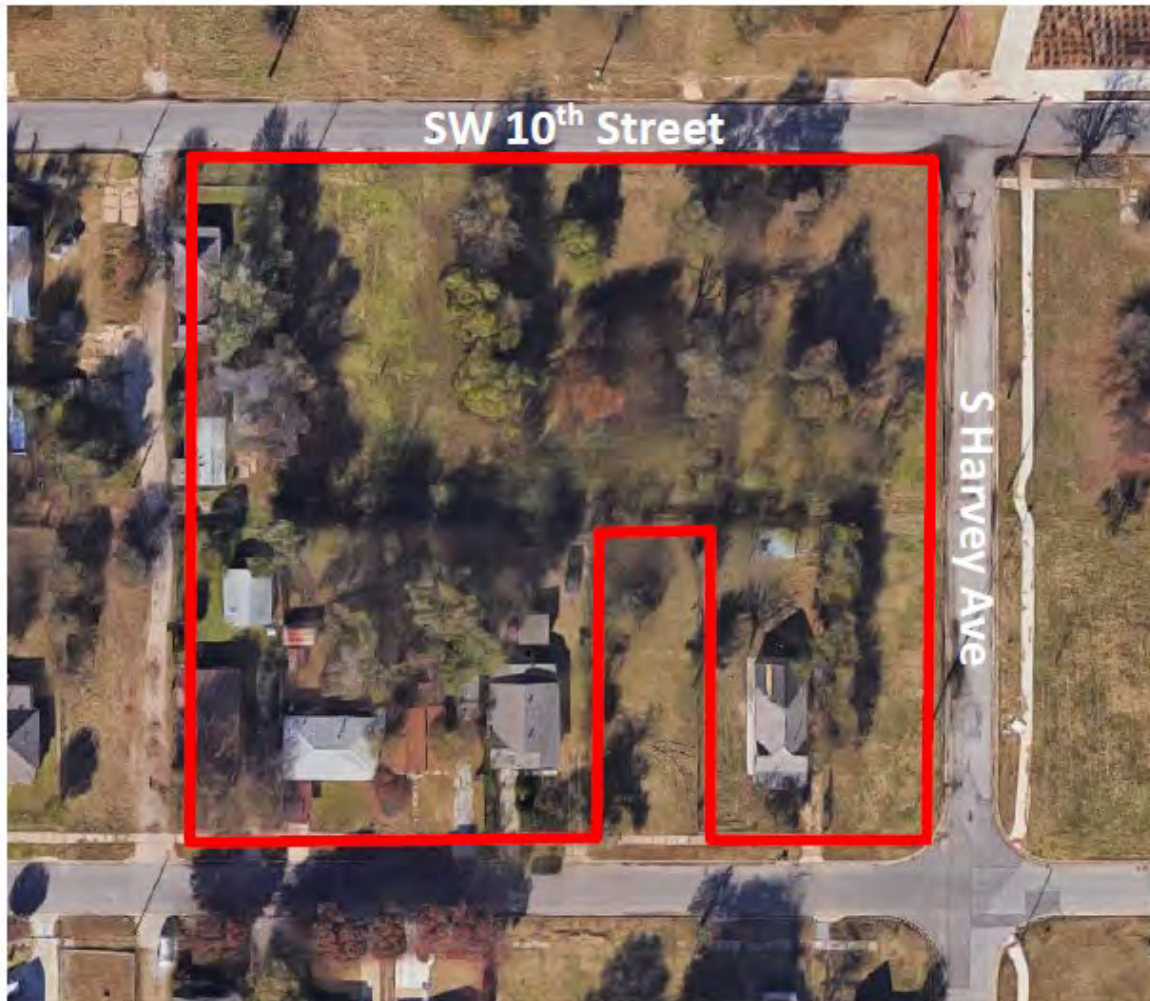
The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this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

Lots 1 through 22, inclusive, and Lots 25 through 28, inclusive, in Block 8 of South Park Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded plat thereof.

SCHEDULE A-1 Depiction of Property



SCHEDULE B

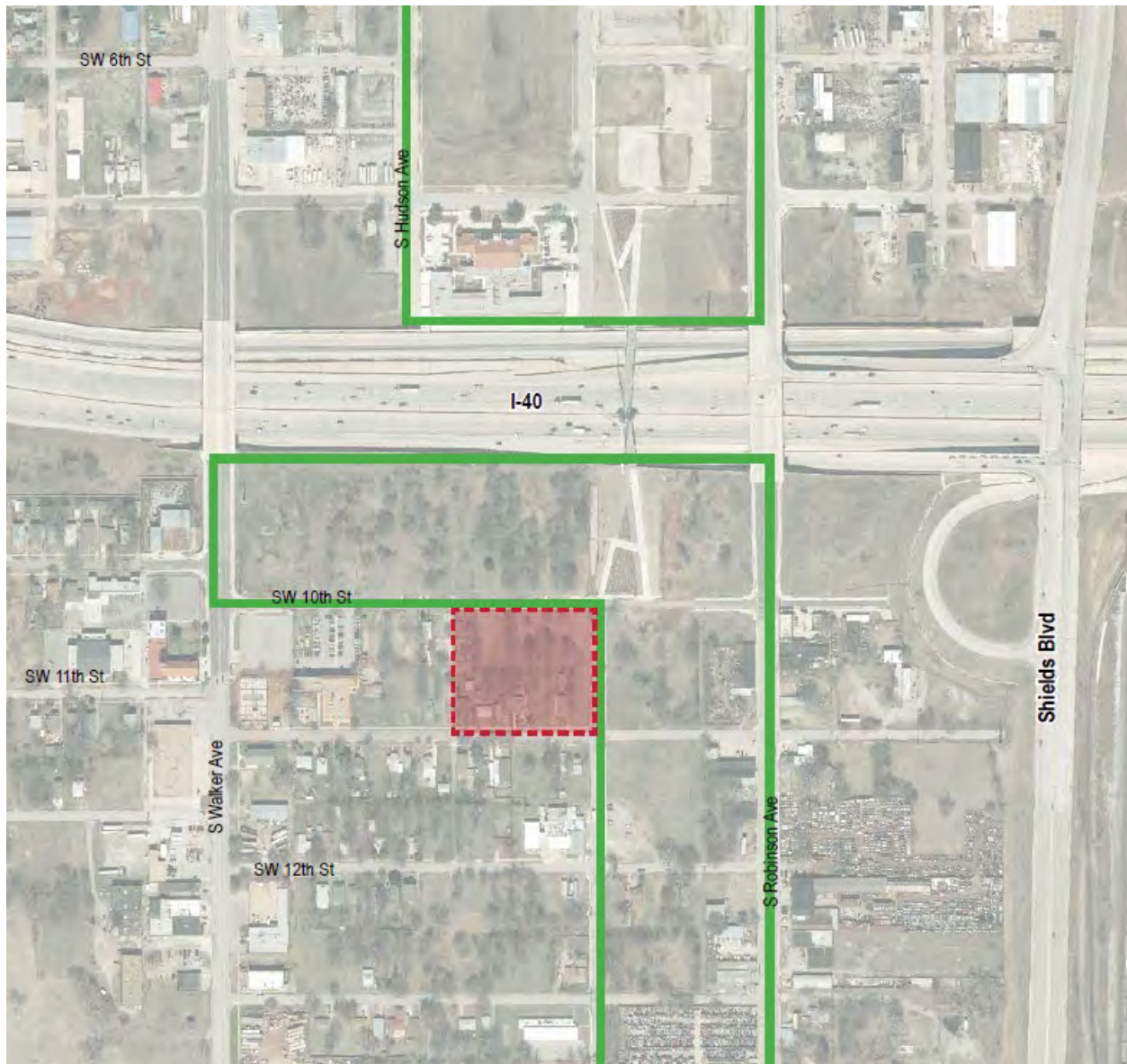
Legal Description of Redevelopment Site

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

Lots 1 through 28, inclusive, in Block 8 of South Park Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded plat thereof.

SCHEDULE B-1

Depiction of Redevelopment Site



SCHEDULE C – 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 RECORDER'S USE ONLY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Core to Shore 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 Core to Shore 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 Oklahoma Humane Society 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, Oklahoma Humane Society 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, a public body corporate** (hereinafter referred to as the “Grantor”), acting herein pursuant to the above-mentioned law, and **OKLAHOMA HUMANE SOCIETY, an Oklahoma not for profit corporation** (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, and as agreed in the Redevelopment Agreement. Specifically, Grantee shall devote the use of the Property to the enrichment of the community through the promotion of the well-being of animals for a period of no less than twenty (20) years from the date hereof, as more particularly described in the Redevelopment Agreement.

SECOND: The Grantee shall pay real estate taxes or assessments on the Property hereby conveyed or any part thereof if and 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 Part I of the Redevelopment Agreement and for additional funds, if any, in an amount not to exceed the consideration specified in the Redevelopment Agreement (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 July 1, 2022, and the aforesaid improvements shall be completed no later than July 1, 2024; provided, further, that Closing occurs on or prior to May 1, 2022.

FOURTH: Except as otherwise set forth in the Redevelopment Agreement, 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 Oklahoma City Economic Development Trust, a public trust ("OCEDT"), or such other designated entity, 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, OCEDT, 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.

Except as otherwise provided herein, 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 promptly resell the Property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) in accordance with applicable law 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 reasonably 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, OCEDT, 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, OCEDT, 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. Notwithstanding anything to the contrary herein, the Authority shall have the right to release or terminate any or all of the covenants contained herein without the approval of any of the other beneficiaries.

Promptly after the completion of the above-mentioned improvements with respect to the Property 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__.

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

By: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGEMENT

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

My Commission No.: _____
My Commission expires: _____

(Seal)

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: December 15, 2021
Ref: Resolution Approving a Vendors List for Professional Services Providers, Including Architects, City Planners, Environmental Scientists and Environmental Testing Services Providers, Independent Appraisers, Title Examiners and Title Insurance Providers, Surveyors, Civil Engineers, Traffic Consultants, Demolition Services, and Community Engagement Services

Background: OCURA is engaged in the implementation of the multiple Urban Renewal Plans. OCURA has solicited invitations for proposals and/or requests for qualifications for various professional services in support of the achievement of the objectives of the urban renewal plans that OCURA is implementing.

It is appropriate and desirable to create a list of preferred professional services providers from which OCURA may select such providers from time to time, from the responses to the invitations for proposals and request for qualifications received in response to OCURA's solicitation.

The list, if approved, will exist for a period from January 1, 2022 through December 31, 2024, unless OCURA wishes to solicit new proposals sooner.

Summary of Agenda Item: The resolution approves a vendors list for professional services providers from which OCURA may enter into professional services contracts.

Recommendation: Approval of Resolution.

Attachments: Professional Services Vendor List

RESOLUTION NO. _____

RESOLUTION APPROVING A VENDORS LIST FOR PROFESSIONAL SERVICES PROVIDERS, INCLUDING ARCHITECTS, CITY PLANNERS, ENVIRONMENTAL SCIENTISTS AND ENVIRONMENTAL TESTING SERVICE PROVIDERS, INDEPENDENT APPRAISERS, TITLE EXAMINERS AND TITLE INSURANCE PROVIDERS, SURVEYORS, CIVIL ENGINEERS, TRAFFIC CONSULTANTS, DEMOLITION SERVICES, AND COMMUNITY ENGAGEMENT SERVICES

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of multiple urban renewal plans, 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, 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, the Board of Commissioners has heretofore vested the position of Executive Director of the Authority with the responsibilities for the administrative affairs of the Authority; and

WHEREAS, it is appropriate and desirable to provide the Executive Director with the support of professional services from individuals or firms with the expertise and experience to assist in the implementation of the urban renewal plans that the Authority is implementing; and

WHEREAS, the Board of Commissioners has authorized a public, competitive procurement process to select quality professional services providers in compliance with applicable procurement policies and regulations in connection with sources of funding; and

WHEREAS, the Authority has solicited invitations for proposals and/or requests for qualifications for professional service providers, including but not limited to architects, city planners, environmental scientists and environmental testing service providers, independent appraisers, title examiners and title insurance providers, surveyors, civil engineers, traffic consultants, demolition services, and community engagement services in support of the achievement of the objectives of the urban renewal plans that the Authority is implementing; and

WHEREAS, it is appropriate and desirable to create a list of preferred professional services providers from which the Authority may select such providers from time to time, from the responses to the invitations for proposals and requests for qualifications received in response to the Authority’s solicitation.

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

1. The Approved Vendors List, as shown in Schedule A to this Resolution, is hereby approved as the list of professional services providers for the professional services listed from which the Authority may enter into professional services contracts for the period from January 1, 2022, through December 31, 2024.
2. The Executive Director is authorized to issue additional invitations for proposals and requests for qualifications for professional services that are believed to be necessary to assist the Authority with the implementation and support of urban renewal plans, and to present such additional professional services providers to the Board of Commissioners to be added to the Approved Vendors List.
3. The Executive Director, with the advice and assistance of Legal Counsel, is authorized to enter into professional services agreements with the professional services providers listed on the Approved Vendors List.
4. The authorizations in this Resolution shall not create any legal obligation for the Authority to enter into contracts with the professional services providers on the Approved Vendors List.
5. The Executive Director, Legal Counsel, and officers and staff of the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, _____, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** 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 **15th** day of **December, 2021**; 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

SCHEDULE A

2022-2024 Professional Services Vendor Lists

1. Acquisition and Relocation Services
 - a. Coates Field Service
 - b. Pinnacle Consulting Management Group
2. City Planning, Architecture, Landscape Architecture, Urban Design and Construction Management Services
 - a. ADG Inc.
 - b. Allford Hall Monaghan Morris
 - c. C.H. Guernsey & Company
 - d. CallisonRTKL
 - e. CLS & Associates
 - f. Cooper Project Advisors
 - g. Gardner Design
 - h. GH2 Architects
 - i. GSB
 - j. Halff Associates
 - k. Howard-Fairbairn Site Design
 - l. JE Dunn Construction Company
 - m. Kimley-Horn and Associates
 - n. Kirkpatrick Program Management
 - o. Lamar Johnson Collaborative
 - p. LAUD Studio
 - q. MA+ Architecture
 - r. Method Group Architecture
 - s. Miles Architecture
 - t. Planning Design Group
 - u. Rand Elliott Architects
 - v. REES Associates
 - w. Studio Architecture
 - x. Tunnell-Spangler-Walsh & Associates
 - y. Wallace Design Collective
3. Civil Engineering and Traffic Study Services
 - a. C.H. Guernsey & Company
 - b. CEC Corporation
 - c. Cowan Group Engineering
 - d. Crafton Tull
 - e. Halff Associates
 - f. Johnson and Associates
 - g. Kimley-Horn
 - h. Lee Engineering
 - i. Olsson
 - j. Traffic Engineering Consultants
 - k. Wallace Design Collective
4. Community Engagement Services
 - a. C.H. Guernsey & Company

- b. Johnson and Associates
- c. Public Information Associates
- d. Public Strategies
- e. White Hawk Engineering & Design
- 5. Demolition and Site Work Services
 - a. K&M Wrecking
 - b. Midwest Wrecking Co. Demolition
 - c. Total Demolition Services
- 6. Environmental Assessment and Testing Services
 - a. EST
 - b. Guernsey
 - c. Oklahoma Environmental Services
 - d. StanTech
 - e. Terracon Consultants
 - f. Olsson
 - g. SCS Engineers
- 7. Home Construction Phase Inspection Services
 - a. Aoka Engineering
 - b. Preferred Real Estate Inspections
- 8. Independent Appraisal Services
 - a. Schmook Appraisal Company
 - b. Stacy and Associates
 - c. Kroll
 - d. Milestone Valuation
 - e. Valbridge Property Advisors
 - f. Grace and Son Appraisal Services
- 9. Land Surveying Services
 - a. CEC Corporation
 - b. Cowan Group Engineering
 - c. Crafton Tull
 - d. Frontier Land Surveying
 - e. Halff Associates
 - f. Johnson and Associates
 - g. Lemke Land Surveying
 - h. Olsson
 - i. Pinnacle Consulting Management Group
 - j. Wallace Design Collective
 - k. White Hawk Engineering & Design
- 10. Land Title Examination and Title Insurance Services
 - a. American Eagle Title Insurance Company
 - b. First American Title and Insurance Agency
 - c. Guaranty Title

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Month Ending October 31, 2021

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to</u> <u>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>	<u>Budget</u> <u>2021-22</u>
Assets										
Cash	3,835,463	185,730	73,903	-	-	1,361,431	181,267	651,037	6,288,831	
Investments	245,000	-	-	-	-	-	-	-	245,000	
Accounts Receivable	-	2,451	-	-	-	-	-	-	2,451	
Due from Other Governmental Entities	-	134,397	-	-	-	-	-	-	134,397	
Due from (to) Other Funds	495,117	(322,578)	(47,143)	(48,789)	(76,607)	-	-	-	-	
Total Assets	4,575,580	-	26,759	(48,789)	(76,607)	1,361,431	181,267	651,037	6,670,679	
Liabilities and Fund Balances										
Accounts Payable	100	-	-	-	-	-	-	-	100	
Deposits	900	-	25,000	-	-	-	-	-	25,900	
Total Liabilities	1,000	-	25,000	-	-	-	-	-	26,000	
Total Fund Balances	4,574,580	-	1,759	(48,789)	(76,607)	1,361,431	181,267	651,037	6,644,679	
Total Liabilities and Fund Balances	4,575,580	-	26,759	(48,789)	(76,607)	1,361,431	181,267	651,037	6,670,679	
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	1,216,190
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	4,500	-	-	7,210	100	-	-	157,301	169,111	655,000
Real Estate Sales	2,200,315	-	-	-	-	-	-	-	2,200,315	4,380,000
Interest	2,065	-	11	-	-	3,645	2	-	5,723	5,000
Other	667	-	83	-	-	429,412	2	-	430,164	-
Total Revenues	2,207,547	-	94	7,210	100	433,057	4	157,301	2,805,314	6,256,190
Expenditures										
General and Administrative	244,027	-	24,863	33,218	39,418	393	-	-	341,918	1,115,000
Real Estate Acquisition	4,400	-	607,244	-	-	54,766	-	-	666,410	1,300,000
Real Estate Disposition	15,681	-	62	6,500	463	-	-	-	22,705	200,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	600,000
Legal	58,686	-	19,777	4,065	6,363	-	-	-	88,892	250,000
Other Professional	1,119	-	-	-	-	-	-	-	1,119	200,000
Property Management	97,254	-	19,181	-	29,332	-	-	120,299	266,067	483,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	750,000
Other	19,987	-	-	12,216	1,132	-	-	14,817	48,151	60,000
Total Expenditures	441,154	-	671,127	55,999	76,707	55,159	-	135,117	1,435,262	4,958,000
Changes in Fund Balance	1,766,393	-	(671,033)	(48,789)	(76,607)	377,898	4	22,185	1,370,052	1,298,190
Fund Balance, Beginning of Year	2,808,187	-	672,792	-	-	983,533	181,263	628,853	5,274,627	
Transfers In (Out)	-	-	-	-	-	-	-	-	-	
Fund Balance, Current	4,574,580	-	1,759	(48,789)	(76,607)	1,361,431	181,267	651,037	6,644,679	

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 September 30, 2021

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</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	3,845,716	288,340	83,846	-	-	1,416,468	181,266	613,421	6,429,057
Investments	245,000	-	-	-	-	-	-	-	245,000
Accounts Receivable	-	5,297	-	-	-	-	-	-	5,297
Due from Other Governmental Entities	-	113,129	-	-	-	-	-	-	113,129
Due from (to) Other Funds	541,268	(406,766)	(41,826)	(29,873)	(62,802)	-	-	-	-
Total Assets	4,631,984	-	42,019	(29,873)	(62,802)	1,416,468	181,266	613,421	6,792,483
Liabilities and Fund Balances									
Accounts Payable	100	-	-	-	-	-	-	-	100
Deposits	900	-	25,000	-	-	-	-	-	25,900
Total Liabilities	1,000	-	25,000	-	-	-	-	-	26,000
Total Fund Balances	4,630,984	-	17,019	(29,873)	(62,802)	1,416,468	181,266	613,421	6,766,483
Total Liabilities and Fund Balances	4,631,984	-	42,019	(29,873)	(62,802)	1,416,468	181,266	613,421	6,792,483
Revenues									
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	-	-	-	833	-	-	-	-	833
Real Estate Sales	12,600	-	-	-	-	-	-	-	12,600
Interest	-	-	-	-	-	-	-	-	-
Other	200	-	83	-	-	-	1	-	284
Total Revenues	12,800	-	83	833	-	-	1	-	13,717
Expenditures									
General and Administrative	116,891	-	9,249	14,395	20,154	47	-	-	160,737
Real Estate Acquisition	-	-	270	-	-	-	-	-	270
Real Estate Disposition	3,900	-	-	-	463	-	-	-	4,363
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	34,169	-	5,979	3,730	4,731	-	-	-	48,609
Other Professional	-	-	-	-	-	-	-	-	-
Property Management	28,393	-	5,983	-	11,287	-	-	98,695	144,358
Payments to the City of OKC	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Total Expenditures	183,354	-	21,481	18,125	36,634	47	-	98,695	358,336
Changes in Fund Balance	(170,554)	-	(21,398)	(17,292)	(36,634)	(47)	1	(98,695)	(344,619)
Fund Balance, Beginning of Period	4,801,538	-	38,417	(12,581)	(26,168)	1,416,515	181,265	712,116	7,111,102
Fund Balance, Current	4,630,984	-	17,019	(29,873)	(62,802)	1,416,468	181,266	613,421	6,766,483

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, 2021

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</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	3,835,463	185,730	73,903	-	-	1,361,431	181,267	651,037	6,288,831
Investments	245,000	-	-	-	-	-	-	-	245,000
Accounts Receivable	-	2,451	-	-	-	-	-	-	2,451
Due from Other Governmental Entities	-	134,397	-	-	-	-	-	-	134,397
Due from (to) Other Funds	495,117	(322,578)	(47,143)	(48,789)	(76,607)	-	-	-	-
Total Assets	4,575,580	-	26,759	(48,789)	(76,607)	1,361,431	181,267	651,037	6,670,679
Liabilities and Fund Balances									
Accounts Payable	100	-	-	-	-	-	-	-	100
Deposits	900	-	25,000	-	-	-	-	-	25,900
Total Liabilities	1,000	-	25,000	-	-	-	-	-	26,000
Total Fund Balances	4,574,580	-	1,759	(48,789)	(76,607)	1,361,431	181,267	651,037	6,644,679
Total Liabilities and Fund Balances	4,575,580	-	26,759	(48,789)	(76,607)	1,361,431	181,267	651,037	6,670,679
Revenues									
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	-	-	-	833	100	-	-	52,434	53,367
Real Estate Sales	28,010	-	-	-	-	-	-	-	28,010
Interest	-	-	-	-	-	-	-	-	-
Other	100	-	1	-	-	-	1	-	102
Total Revenues	28,110	-	1	833	100	-	1	52,434	81,479
Expenditures									
General and Administrative	43,039	-	5,357	7,533	10,413	271	-	-	66,611
Real Estate Acquisition	3,000	-	-	-	-	54,766	-	-	57,766
Real Estate Disposition	4,670	-	-	-	-	-	-	-	4,670
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-	-
Other Professional	119	-	-	-	-	-	-	-	119
Property Management	15,685	-	9,904	-	2,361	-	-	-	27,950
Payments to the City of OKC	-	-	-	-	-	-	-	-	-
Other	18,001	-	-	12,216	1,132	-	-	14,817	46,166
Total Expenditures	84,514	-	15,261	19,748	13,905	55,037	-	14,817	203,283
Changes in Fund Balance	(56,404)	-	(15,260)	(18,915)	(13,805)	(55,037)	1	37,616	(121,804)
Fund Balance, Beginning of Period	4,630,984	-	17,019	(29,873)	(62,802)	1,416,468	181,266	613,421	6,766,483
Fund Balance, Current	4,574,580	-	1,759	(48,789)	(76,607)	1,361,431	181,267	651,037	6,644,679

Oklahoma City Urban Renewal Authority
Schedule of Investments
October 31, 2021

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Ally Bank CD	1.70%	01/31/22	01/30/20	245,000
Total Investments	1.70%			245,000