

AGENDA
REGULAR AND ANNUAL MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, JULY 19, 2017
CONFERENCE ROOM
431 WEST MAIN, 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 held on Wednesday, June 21, 2017
5. Election of Officers

JFK PROJECT AREA

6. Resolution No. _____ Approving a Redevelopment Agreement with Monarch Property Group LLC for the Development of Single-Family Residences on: (1) Lots Seven through Nine in Block Twenty-Six, (2) Lot Ten and the East Half of Lot Eleven in Block Twenty-Six, (3) Lots Thirty-Two and Thirty-Three in Block Twenty-Six, and (4) Lots Twenty-Five through Twenty-Six in Block Fifteen, all in Oak Park Amended Addition, John F. Kennedy Urban Renewal Plan
7. Resolution No. _____ Approving a Redevelopment Agreement with Alana Haynes House for the Construction of a Single-Family Residence on Lots 5–6, Block 26, Oak Park Addition, John F. Kennedy Urban Renewal Plan
8. Resolution No. _____ Approving a Redevelopment Agreement with Arnulfo A. and Marian S. Garcia, for the Construction of a Single-Family Residence on Lots 23–24, Block 2, Jordan Place Amended Addition, John F. Kennedy Urban Renewal Plan
9. Resolution No. _____ Approving a Redevelopment Agreement with Timothy W.S. Johnson and Abigail J. Johnson, Husband and Wife, for the Construction of a Single-Family Residence on the North 36.0 feet of Lot 5 and the South 28.0 feet of Lot 6, Block 3, John F. Kennedy Addition, John F. Kennedy Urban Renewal Plan
10. Resolution No. _____ Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located at the Southwest Corner of Northeast 16th Street and North Martin Luther King Avenue, John F. Kennedy Urban Renewal Plan

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11. Resolution No. _____ Authorizing an Invitation for Proposals for General Contractor Services for Certain Property Located in the 1700 Block of East Euclid Street, John F. Kennedy Urban Renewal Plan

GENERAL MATTERS

12. Resolution No. _____ Approving Annual Agreement between the Oklahoma City Urban Renewal Authority and the Alliance for Economic Development of Oklahoma City, Inc., an Oklahoma Not-For-Profit Corporation, as to Scope of Services and Fee for those Services for Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018
13. Resolution No. _____ Approving an Amendment to the 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 2016–2017, as Amended
14. Resolution No. _____ Approving Annual Budget for Legal Services between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law for Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018
15. Resolution No. _____ Approving an Amendment to the 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 Authority’s 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 2016–2017, as Amended
16. Resolution No. _____ Authorizing Signatories for the Payment and Investment of Money on Behalf of the Oklahoma City Urban Renewal Authority
17. Presentation of Interim Financial Report for the Period Ending May 31, 2017
18. Staff Report
19. Citizens to be heard
20. Adjournment

POSTED at the offices of the City Clerk, Oklahoma City Urban Renewal Authority and at 431 West Main, Suite B by 10:30 a.m. on Tuesday, July 18, 2017 by Pam Lunnon, Executive Assistant

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, June 21, 2017 at 10:30 a.m. in the conference room located at 431 West Main; Suite B; Oklahoma City, Oklahoma 73102.

The Vice-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. James R. Tolbert
Mr. Mark Beffort
Ms. Mary Mélon

Commissioners Absent:

Mr. J. Larry Nichols
Mr. Russell Perry

Staff Members Present:

Catherine O’Connor, Executive Director
Dan Batchelor, OCURA General Counsel, CEDL
Leslie Batchelor, OCURA Associate General Counsel, CEDL
Cassi Poor, The Alliance for Economic Development of Oklahoma City
Mitch Moore, The Alliance for Economic Development of Oklahoma City
Pam Lunnon, The Alliance for Economic Development of Oklahoma City
Geri Kenfield-Harlan, The Alliance for Economic Development of Oklahoma City
Nicolle Goodman, The Alliance for Economic Development of Oklahoma City
Michael Owens, The Alliance for Economic Development of Oklahoma City
Cynthia McCullum, The Alliance for Economic Development of Oklahoma City
Nelia Crank-Clements, Progress OKC

Others Present:

Steve Lackmeyer, The Oklahoman
Cassandra Sweetman and Mark Paris, KFOR
James Bois, Waste Managment

The Vice-Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, May 17, 2017.

OCURA Board of Commissioners, Wednesday, June 21, 2017

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

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

Minutes Approved

The Vice-Chairman introduced the following resolutions:

HARRISON/WALNUT

Resolution No. 5796 entitled:

“Accepting the Proposal by and Authorizing the Executive Director to Enter into Contracts with Rudy Construction Co. for the Construction of Public Improvements in Support of the Page Woodson Project, Harrison-Walnut Urban Renewal Plan and University Medical Center Urban Renewal Plan”

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

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

Resolution Adopted

Resolution No. 5797 entitled:

“Ratifying Approval of Schematic Design Studies, Design Development Documents, Construction Documents, and Evidence of Financing Submitted By The Hill at Bricktown, L.L.C. for Block 5, Lots 6 through 10, Harrison-Walnut Urban Renewal Plan”

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

OCURA Board of Commissioners, Wednesday, June 21, 2017

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

Resolution Adopted

COMMUNITY DEVELOPMENT BLOCK GRANT

Resolution No. 5778 entitled:

“Approving the First Amendment to the Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2016–2017”

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

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

Resolution Adopted

CORE TO SHORE

Resolution No. 5779 entitled:

“Approving Renewal of the Maps 3 Implementation and Coordination Agreement for the Core To Shore Urban Renewal Area and Approving Amendment No. 7 to the Maps 3 Implementation and Coordination Agreement in the Core To Shore Area”

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

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

Resolution Adopted

OCURA Board of Commissioners, Wednesday, June 21, 2017

SPORTS ENTERTAINMENT PARKING

Resolution No. 5800 entitled:

“Approving the Proposed Supplemental Amendment to the Amended Maps Sports–Entertainment–Parking Support Redevelopment Plan, Determining Amendments to be Desirable, and Authorizing Submission to the City Of Oklahoma City for Consideration”

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

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

Resolution Adopted

GENERAL MATTERS

Resolution No. 5801 entitled:

“Accepting the Proposal by BKD, LLP to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2017”

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

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

Resolution Adopted

Financial Report

Ms. Kenfield-Harlan presented the financial reports through April 30, 2017.

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

OCURA Board of Commissioners, Wednesday, June 21, 2017

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

Financials Received

Staff Report

Cathy O'Connor reported we will shortly complete all of the acquisitions for the convention center hotel site. We have a few closing to come, but contracts on everything. We received an allocation of tax exempt financing dollars from the City to buy as much land as we possibly could to the east and south of the new convention center site. We have expended all of those funds and own everything to the east of the new convention center except the site where the Fairfield Inn will go. We own substantial parcels to the south of the convention center and there will be a parcel to the south for expansion. We are looking forwarding to working on developing those parcels over the next couple of years.

There being no further business to come before the Board, the meeting was adjourned at 10:44 a.m.

Secretary

OCURA Board of Commissioners, Wednesday, June 21, 2017

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: July 19, 2017
Ref: Election of Officers

Background: Officers of the Oklahoma City Urban Renewal Authority (“OCURA”) are elected each year in July. The current OCURA officers are:

Chairman: J. Larry Nichols
Vice Chairman: James R. Tolbert, III
Secretary: Mary Mélon
Assistant Secretary: Russell Perry
Assistant Secretary: James R. Tolbert, III
Assistant Secretary: Mark Beffort
Treasurer: Mark Beffort

Recommendation: It is recommended to retain the current officers for the coming year.

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: July 19, 2017

Ref: Resolution Approving a Redevelopment Agreement with Monarch Property Group LLC for the Development of Single-Family Residences on: (1) Lots Seven through Nine in Block Twenty-Six, (2) Lot Ten and the East Half of Lot Eleven in Block Twenty-Six, (3) Lots Thirty-Two and Thirty-Three in Block Twenty-Six, and (4) Lots Twenty-Five through Twenty-Six in Block Fifteen, all in Oak Park Amended Addition, John F. Kennedy Urban Renewal Plan

Background: In June 2015, OCURA issued a Request for Proposals from builders and real estate developers for development of single-family residential homes on scattered lots in the JFK Urban Renewal Area. Monarch Property Group LLC proposes to build four (4) single-family residential homes on OCURA property located in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The Redeveloper proposes to build four homes on remnant lots in the Oak Park Addition. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH MONARCH PROPERTY GROUP LLC FOR THE DEVELOPMENT OF SINGLE-FAMILY RESIDENCES ON: (1) LOTS SEVEN THROUGH NINE IN BLOCK TWENTY-SIX, (2) LOT TEN AND THE EAST HALF OF LOT ELEVEN IN BLOCK TWENTY-SIX, (3) LOTS THIRTY-TWO AND THIRTY-THREE IN BLOCK TWENTY-SIX, AND (4) LOTS TWENTY-FIVE THROUGH TWENTY-SIX IN BLOCK FIFTEEN, ALL IN OAK PARK AMENDED ADDITION, JOHN F. KENNEDY URBAN RENEWAL PLAN

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

WHEREAS, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Monarch Property Group LLC, an Oklahoma limited liability company (“Redeveloper”), for development of single-family residences on (1) Lots 7–9 in Block 26, (2) Lot 10 and the east half of Lot 11 in Block 26, (3) Lots 32–33 in Block 26, and (4) Lots 25–26 in Block 15, all in Oak Park Amended Addition (all four tracts, collectively, “Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

3. The purchase price of \$5,949.42 (\$0.20/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan and the Redevelopment Agreement for the Property.
4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** 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 **19th** day of **July, 2017**; 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)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

MONARCH PROPERTY GROUP LLC

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
MONARCH PROPERTY GROUP LLC**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and MONARCH PROPERTY GROUP LLC, an Oklahoma limited liability company, having a mailing address of Post Office Box 18603, Oklahoma City, Oklahoma 73154 (“Redeveloper”).

WITNESSETH:

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

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

WHEREAS, the Authority has offered to sell and the Redeveloper is willing to purchase and redevelop certain real property located in the Project Area, as more particularly described in Schedule A annexed hereto and made a part hereof (“Property”).

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor, the total Purchase Price of FIVE THOUSAND, NINE HUNDRED FORTY-NINE AND ⁴³/₁₀₀ DOLLARS (\$5,949.43), broken out as follows for individual portions of the Property:

Lots 7–9, Block 26, Oak Park Amended Addition: TWO THOUSAND, NINETY-NINE AND ⁵⁹/₁₀₀ DOLLARS (\$2,099.59);

Lot 10 and the East Half of Lot 11, Block 26, Oak Park Amended Addition: ONE THOUSAND, FORTY-NINE AND ⁸⁰/₁₀₀ DOLLARS (\$1,049.80);

Lots 32–33, Block 26, Oak Park Amended Addition: ONE THOUSAND, FOUR HUNDRED AND ⁰²/₁₀₀ DOLLARS (\$1,400.02); and

Lots 25–26, Block 26, Oak Park Amended Addition: ONE THOUSAND, FOUR HUNDRED AND ⁰²/₁₀₀ DOLLARS (\$1,400.02).

The Purchase Price represents the Property’s fair reuse value of \$0.20 per square foot as established by the reuse appraisal currently on file at the offices of the Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed[s]”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 Time and Place for Delivery of Deed(s).** The Deed(s) will be delivered to the Redeveloper at the times and places of closing and upon payment of the portion of the Purchase Price referenced in Article 1 attributable to the portion of the Property being conveyed.
- 2.3 Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redeveloper will pay all ad valorem taxes accruing to the Property (or individual portion thereof) after it is returned to the tax rolls as a result of the contemplated sale.
- 2.4 Recordation of Deed.** Upon delivery of an executed Deed, the Redeveloper will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed(s).
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to

purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).

- 2.6 Closing Costs.** The Authority shall pay one-half of the any fees charged by the closing agent and one-half of any costs to obtain a title commitment. The Redeveloper shall pay one-half of any fees charged by the closing agent, one-half of the costs to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

- 3.1 Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing four (4) new single-family residences as stipulated below:

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

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

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

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

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

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

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

Commencement Date: January 1, 2018

Completion Date (first residence): September 30, 2018

Completion Date (second residence): June 30, 2019

Completion Date (third residence): March 31, 2020

Completion Date (fourth residence): December 31, 2020

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

3.8 Certificates of Completion. Promptly after completion of each residence and portion of the Improvements ancillary to each residence, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed(s) with

respect to construction of that residence and portion of Improvements. The certifications provided for in this section shall be delivered to the Redeveloper in a suitable form as will enable them to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property or individual portion thereof.

- 3.9 Failure to Provide Certificates of Completion.** If the Authority should decline or fail to provide a certification in accordance with the provisions of Section 3.8, then it shall respond in writing, within thirty (30) days after written request by the Redeveloper, stipulating in what respects the Redeveloper has failed to complete the residence or Improvements in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Authority, for the Redeveloper to obtain such certification.

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

- (a) The Property is limited to uses specified in the Urban Renewal Plan.
- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

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

- (a) The covenants provided in Section 4.1(a) and 4.1(b) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 4.1(b)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed(s) until January 1, 2020.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

- 4.3 Mortgage Financing; Rights of Mortgagees.** The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property or any individual portion thereof, whether by express agreement or operation of law, except for

the purposes of obtaining funds to the extent necessary to construct the residences and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property or any individual portion thereof. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed(s), shall be subordinate to the rights of any lender holding a construction loan or first mortgage on the Property or portion thereof. For purposes of this Agreement, the term “Mortgage” includes a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan.

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

ARTICLE 5. REMEDIES

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

- 5.2 Termination Prior to Conveyance of Entire Property.** In the event that, prior to the conveyance of all portions of the Property, from the Authority to the Redeveloper:

- (a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of all residences and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residences and/or Improvements of the nature contemplated by this Agreement; or
- (b) The Authority shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property,

and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or

- (c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property or any portion thereof is not free of all contamination requiring remediation; or
- (d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property or any portion thereof, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper;
- (e) The Redeveloper fails to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6; or
- (f) The Redeveloper fails to complete each residence by the Completion Dates listed in Section 3.6;

then this Agreement, and any rights of either party in this Agreement or arising from this Agreement with respect to the Property, or any individual portions thereof, may, at the option of either party, be terminated, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement as to portions of the Property so terminated; provided, that such termination shall not apply to individual parts or parcels of the Property on which construction of the residence or Improvements to be constructed thereon has been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof, or on which construction of the residence or Improvements have commenced but not yet been completed but which is not subject to any of the conditions listed in paragraphs (a) through (f) above.

5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance.

In the event that subsequent to conveyance of the Property, or any individual portion thereof, to the Redeveloper and prior to completion of the residences and/or Improvements, as certified by the Authority:

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residences or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or
- (b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property or portions thereof when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made

for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or

- (c) There is, in violation of this Agreement, any transfer of the Property or portion thereof, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

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

- (d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof.

5.4 Forced Delay in Performance for Causes Beyond Control of Party. Neither the Authority nor the Redeveloper, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to this Agreement in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes. In the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of this provision shall have first notified the other party in writing within thirty (30) days after the beginning of any such forced delay, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

5.5 Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative. Any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way, and no waiver made by either party with

respect to the performance of any obligation of the other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver except to the extent specifically waived in writing.

ARTICLE 6. MISCELLANEOUS

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

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

Monarch Property Group LLC
Post Office Box 18603
Oklahoma City, Oklahoma 73154; and

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

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

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

6.3 Conflict of Interests. No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

6.4 Authority Representatives Not Individually Liable. No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.

6.5 No Brokerage Agreement. Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.

- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.
- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.
- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

- (b)** The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c)** The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
- (d)** The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e)** The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f)** In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g)** The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246

of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development (“HUD”) may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, “During the performance of this Contract, the Contractor agrees as follows:” and the term “Redeveloper” shall be changed to “Contractor.”

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

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

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

[SIGNATURE PAGES TO FOLLOW]

SCHEDULE A
PROPERTY DESCRIPTION

Lots Seven (7), Eight (8) and Nine (9), in Block Twenty-six (26), in OAK PARK ADDITION to Oklahoma City, Oklahoma County, Oklahoma, as shown by the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon;
Fee simple, LESS AND EXCEPT all oil, gas and other related minerals;

and

Lots Ten (10) and the East Half of Lot Eleven (11), in Block Twenty-six (26), in OAK PARK ADDITION to Oklahoma City, Oklahoma County, Oklahoma, as shown by the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.
Fee simple, LESS AND EXCEPT all oil, gas and other related minerals;

and

Lots Thirty-two (32) and Thirty-three (33) in Block Twenty-six (26) in Oak Park Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof, including all right, title and interest, if any, in and to vacated streets and alleys abutting thereon, LESS AND EXCEPT all of the oil, gas and other minerals in and under the above described property together with the right of ingress and egress for the purposes of developing and producing the same;

and

Lots Twenty-five (25) and Twenty-six (26), in Block Fifteen (15), in OAK PARK ADDITION to Oklahoma City, Oklahoma County, Oklahoma, as shown in the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.
Fee simple, LESS AND EXCEPT all oil, gas and other related minerals.

**SCHEDULE B
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

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

Monarch Property Group LLC
P.O. Box 18603
Oklahoma City, OK 73154

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

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

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

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

WHEREAS, the Oklahoma City Urban Renewal Authority and Monarch Property Group LLC have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 20____ (“Redevelopment Agreement”), whereby Monarch Property Group LLC agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this _____ day of _____, 20____ by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **MONARCH PROPERTY GROUP LLC** (“Grantee”).

WITNESSETH:

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

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

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

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

THIRD: The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than the ____ day of _____, 20____, and shall be completed no later than the ____ day of _____, 20____.

FOURTH: Until the Grantor certifies that all the aforesaid improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey

the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee under a mortgage permitted by this Deed.

FIFTH: The Grantee agrees for 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.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2020. 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 covenant numbered FIFTH shall remain in effect without any limitation as to time.

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

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

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

2. In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall, pursuant to its responsibilities under applicable law, use its best efforts to resell the property or part thereof (subject to such

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

FIRST: To reimburse the Grantor, on its own behalf or on behalf of the City of Oklahoma City for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof at the time of 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: To reimburse the Grantee, its successors or transferees up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

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

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

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the

Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants of the Redevelopment Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed, except that termination of covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT A
PROPERTY DESCRIPTION

[Insert as appropriate:]

[Lots Seven (7), Eight (8) and Nine (9), in Block Twenty-six (26), in OAK PARK ADDITION to Oklahoma City, Oklahoma County, Oklahoma, as shown by the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon; Fee simple, LESS AND EXCEPT all oil, gas and other related minerals;]

[or]

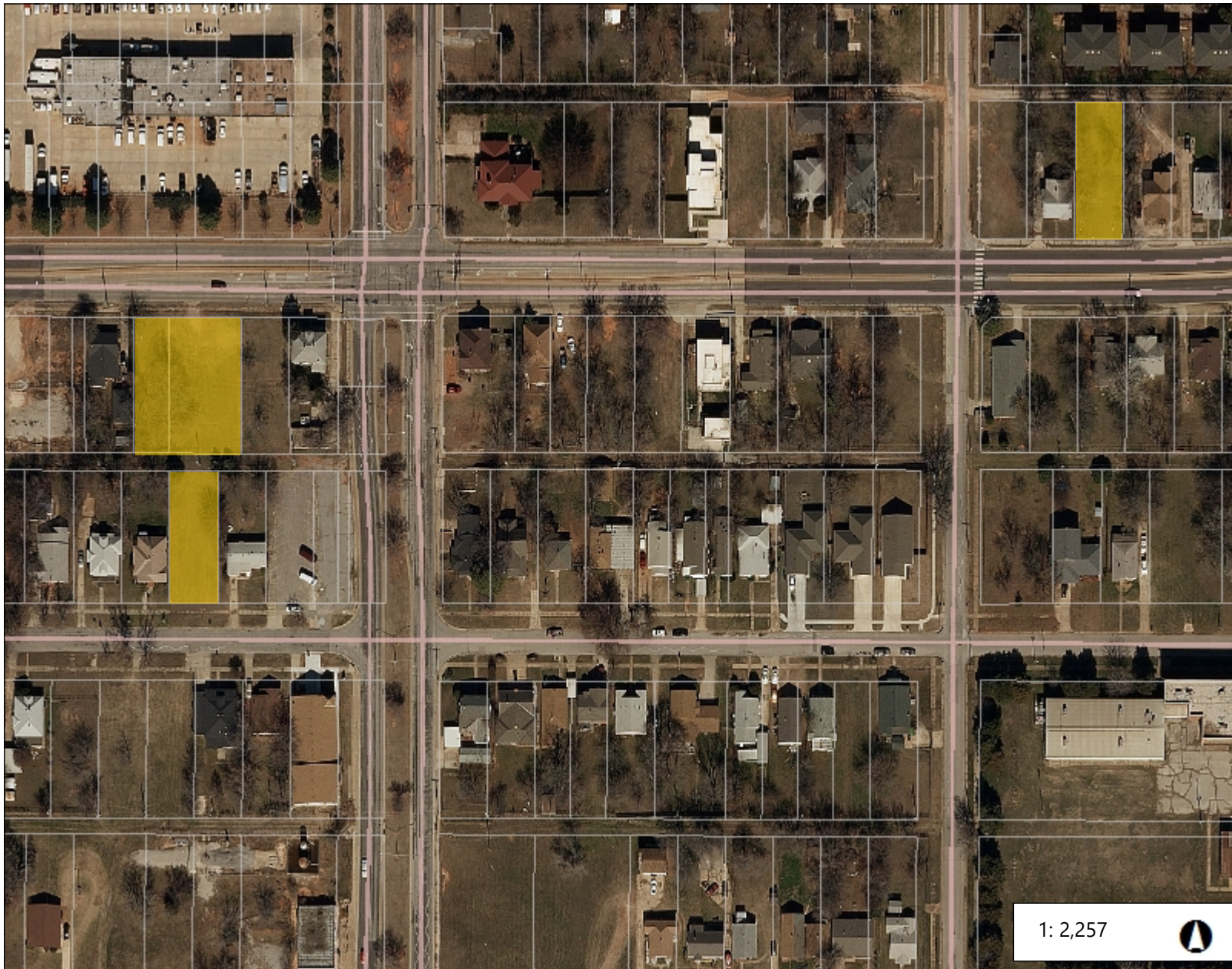
[Lots Ten (10) and the East Half of Lot Eleven (11), in Block Twenty-six (26), in OAK PARK ADDITION to Oklahoma City, Oklahoma County, Oklahoma, as shown by the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon. Fee simple, LESS AND EXCEPT all oil, gas and other related minerals;]

[or]








[Lots Thirty-two (32) and Thirty-three (33) in Block Twenty-six (26) in Oak Park Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof, including all right, title and interest, if any, in and to vacated streets and alleys abutting thereon, LESS AND EXCEPT all of the oil, gas and other minerals in and under the above described property together with the right of ingress and egress for the purposes of developing and producing the same;]

[or]

[Lots Twenty-five (25) and Twenty-six (26), in Block Fifteen (15), in OAK PARK ADDITION to Oklahoma City, Oklahoma County, Oklahoma, as shown in the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon. Fee simple, LESS AND EXCEPT all oil, gas and other related minerals.]



Legend

-  Sections (>1:40,000)
-  Parcels
-  North Canadian River
-  Rivers
-  Lakes
-  Streets (>1:6,000)
-  OK County Boundary

1: 2,257



0.1 0 0.04 0.1 Miles

Notes

Enter Map Description

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: July 19, 2017

Ref: Resolution Approving a Redevelopment Agreement with Alana Haynes House for the Construction of a Single-Family Residence on Lots 5–6, Block 26, Oak Park Addition, John F. Kennedy Urban Renewal Plan

Background: In June 2015, OCURA issued a Request for Proposals from prospective homeowners for development of single-family residential homes on scattered lots in the JFK Urban Renewal Area. Alana Haynes House (“Redeveloper”) proposes to build a single-family residential home on OCURA property near the intersection of N.E. 8th and N Lottie Avenue located in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The Redevelopers propose to build the home on a lot in the Oak Park Addition. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH ALANA HAYNES HOUSE FOR THE CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE ON LOTS 5–6, BLOCK 26, OAK PARK ADDITION, JOHN F. KENNEDY URBAN RENEWAL PLAN

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

WHEREAS, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Alana Haynes House a single person (“Redeveloper”), for development of a single-family residence on Lots 5–6, Block 26, Oak Park Addition, and recommend the Redevelopment Agreement for approval; and

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

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

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

1. The proposed Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director is authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.
3. The purchase price of \$1,400.02 (\$0.20/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan and the Redevelopment Agreement for the Property.
4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** 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 **19th** day of **July, 2017**; 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)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

ALANA HAYNES HOUSE

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
ALANA HAYNES HOUSE**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and ALANA HAYNES HOUSE, a single person, having a mailing address of 633 North Nebraska Avenue, Oklahoma City, Oklahoma 73117 (“Redeveloper”).

WITNESSETH:

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

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

WHEREAS, the Authority has offered to sell and the Redeveloper is willing to purchase and redevelop certain real property located in the Project Area, as more particularly described in Schedule A annexed hereto and made a part hereof (“Property”).

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor, the Purchase Price of ONE THOUSAND, FOUR HUNDRED AND ⁰²/₁₀₀ DOLLARS (\$1,400.02). The Purchase Price represents the Property’s fair reuse value of \$0.20 per square foot as established by the reuse appraisal currently on file at the offices of Oklahoma City Urban Renewal Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 **Form of Deed.** The Authority will convey to the Redeveloper title to the Property by Special Warranty Deed (“Deed”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 **Time and Place for Delivery of Deed.** The Deed will be delivered to the Redeveloper at the time and place of closing and upon payment of the Purchase Price referenced in Article 1.
- 2.3 **Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls as a result of the contemplated sale.
- 2.4 **Recordation of Deed.** Upon delivery of an executed Deed, the Redeveloper will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed.
- 2.5 **Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 **Closing Costs.** The Authority shall pay one-half of the any fees charged by the closing agent and one-half of any costs to obtain a title commitment. The Redeveloper shall pay one-half of any fees charged by the closing agent, one-half of the costs to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

- 3.1 **Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing a new single-family residence as stipulated below:
- (a) The residence shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA)

Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.

- (b) The residence shall be situated on the Property, constructed, and landscaped in substantial conformance to all applicable City regulations.

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

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

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

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

3.5 Changes to Approved Redevelopment Plan. If the Authority requires the Redeveloper to make any changes upon review of the Redevelopment Plan, or if the Redeveloper desires to make any substantial or material change in the Redevelopment Plan, the Redeveloper

shall submit the proposed change to the Authority in writing for its approval. All such changes must still comply with Section 3.1. The Executive Director will evaluate the proposed change and notify the Redeveloper in writing of the Authority's approval or disapproval within fifteen (15) days or less after the date of the Authority's receipt of notice of such proposed change.

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

Commencement Date: November 1, 2017

Completion Date: November 1, 2018

3.7 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 with respect to such construction to the Authority, in such detail and at such times as the Authority may reasonably request.

3.8 Certificates of Completion. Promptly after completion of the residence and Improvements, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redeveloper in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

3.9 Failure to Provide Certificates of Completion. If the Authority should decline or fail to provide the certification in accordance with the provisions of Section 3.8, then it shall respond in writing, within thirty (30) days after written request by the Redeveloper, as follows. The response shall stipulate in what respects the Redeveloper has failed to complete the residence or Improvements in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Authority, for the Redeveloper to obtain such certification.

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

- (a) The Property is limited to uses specified in the Urban Renewal Plan.
- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

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

- (a) The covenants provided in Section 4.1(a) and 4.1(b) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 4.1(b)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed until January 1, 2020.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

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

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

ARTICLE 5. REMEDIES

5.1 In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions, the party in default or

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

5.2 Termination Prior to Conveyance. In the event that, prior to the conveyance of the Property from the Authority to the Redeveloper:

- (a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of the residence and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residence and/or Improvements of the nature contemplated by this Agreement; or
- (b) The Authority shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or
- (c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property is not free of all contamination requiring remediation; or
- (d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper; or
- (e) The Redeveloper fails to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

then this Agreement, and any rights of either party in this Agreement or arising from this Agreement with respect to the Property may, at the option of either party, be terminated, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement.

5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance. In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residence and/or Improvements, as certified by the Authority:

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residence or Improvements and any such default,

violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or

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

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

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

5.4 Forced Delay in Performance for Causes Beyond Control of Party. Neither the Authority nor the Redeveloper, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to this Agreement in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes. In the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of this provision

shall have first notified the other party in writing within thirty (30) days after the beginning of any such forced delay, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

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

ARTICLE 6. MISCELLANEOUS

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

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

Alana Haynes House
633 North Nebraska Avenue
Oklahoma City, Oklahoma 73117; and

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

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

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

- 6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which

may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.

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

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

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are

under no contractual or other disability that would prevent them from complying with these requirements.

- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2017, personally appeared Catherine O'Connor, to me known to be the identical person who executed the foregoing instrument as the Executive Director of the Oklahoma City Urban Renewal Authority, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

Lots Five (5) and Six (6), in Block Twenty-Six (26), of Oak Park Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

**SCHEDULE B
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

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

Alana Haynes House
633 N. Nebraska Ave.
Oklahoma City, OK 73117

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

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

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

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

WHEREAS, the Oklahoma City Urban Renewal Authority and Alana Haynes House, a single person ("Redeveloper"), have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2017 ("Redevelopment Agreement"), whereby Redeveloper agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this ____ day of _____, 20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** ("Grantor"), acting herein pursuant to the above-mentioned law, and **ALANA HAYNES HOUSE**, a single person ("Grantee").

WITNESSETH:

That, for and in consideration of the sum of ONE THOUSAND, FOUR HUNDRED AND ⁰⁰/₁₀₀ DOLLARS (\$1,400.00) 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, and more particularly described on Exhibit A attached hereto, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

The Grantor warrants title to the property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, and Grantor will execute such further assurances thereof as may be requisite: **Provided**, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby bind themselves and their 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 specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof (which do not diminish the rights of the Grantee). Pursuant to the Urban Renewal Plan, the general land use category applicable to said property is residential.

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

THIRD: The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than November 1, 2017, and shall be completed no later than November 1, 2018.

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

FIFTH: The Grantee agrees for herself 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.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2020. 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 Grantee's obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

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

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

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

2. In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall, pursuant to its responsibilities under applicable law, use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Redevelopment Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the

obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above-described property or any part thereof in the Redevelopment Plan. Upon such resale of the property, or any part thereof, the proceeds thereof shall first be applied to payment in full of the indebtedness secured by mortgages created pursuant to the Approved Financing with the balance to be applied as follows:

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

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

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

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

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and

covenants of the Redevelopment Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed, except that termination of covenant numbered SECOND shall in no way be construed to release the Grantee from their obligation to pay real estate taxes or assessments.

The Certificate of Completion provided for in the paragraph above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee 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 Grantee's execution and delivery of this Special Warranty Deed.

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

[SIGNATURE PAGES TO FOLLOW]



Alana Hayes House Property Location



Legend

- Sections (>1:40,000)
- Parcels
- North Canadian River
- Rivers
- Lakes
- Streets (>1:6,000)
- OK County Boundary

Notes

Enter Map Description

0.0 0 0.02 0.0 Miles

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: July 19, 2017

Ref: Resolution Approving a Redevelopment Agreement with Arnulfo A. and Marian S. Garcia, for the Construction of a Single-Family Residence on Lots 23–24, Block 2, Jordan Place Amended Addition, John F. Kennedy Urban Renewal Plan

Background: In June 2015, OCURA issued a Request for Proposals from prospective homeowners for development of single-family residential homes on scattered lots in the JFK Urban Renewal Area. Arnulfo A. and Marian S. Garcia (“Redevelopers”) propose to build a single-family residential home on OCURA property near the intersection of N.E. 9th and N Bath Avenue located in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The Redevelopers propose to build the home on a lot in the Jordan Place Addition. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH ARNULFO A. AND MARIAN S. GARCIA, FOR THE CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE ON LOTS 23–24, BLOCK 2, JORDAN PLACE AMENDED ADDITION, JOHN F. KENNEDY URBAN RENEWAL PLAN

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

WHEREAS, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Arnulfo A. and Marian S. Garcia, husband and wife (“Redeveloper”), for development of a single-family residence on Lots 23–24, Block 2, Jordan Place Amended Addition, and recommend the Redevelopment Agreement for approval; and

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

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

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

1. The proposed Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director is authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.
3. The purchase price of \$1,400.00 (\$0.20/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan and the Redevelopment Agreement for the Property.

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** 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 **19th** day of **July, 2017**; 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)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

ARNULFO A. AND MARIAN S. GARCIA, HUSBAND AND WIFE

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
ARNULFO A. AND MARIAN S. GARCIA, HUSBAND AND WIFE**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and ARNULFO A. AND MARIAN S. GARCIA, husband and wife, having a mailing address of 800 North Oklahoma Avenue # 1209, Oklahoma City, Oklahoma 73104 (“Redeveloper”).

WITNESSETH:

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

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

WHEREAS, the Authority has offered to sell and the Redeveloper is willing to purchase and redevelop certain real property located in the Project Area, as more particularly described in Schedule A annexed hereto and made a part hereof (“Property”).

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper’s obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor, the Purchase Price of ONE THOUSAND, FOUR HUNDRED AND ⁰²/₁₀₀ DOLLARS (\$1,400.02). The Purchase Price represents the Property’s fair reuse value of \$0.20 per square foot as established by the reuse appraisal currently on file at the offices of Oklahoma City Urban Renewal Authority. The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 **Form of Deed.** The Authority will convey to the Redeveloper title to the Property by Special Warranty Deed (“Deed”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 **Time and Place for Delivery of Deed.** The Deed will be delivered to the Redeveloper at the time and place of closing and upon payment of the Purchase Price referenced in Article 1.
- 2.3 **Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls as a result of the contemplated sale.
- 2.4 **Recordation of Deed.** Upon delivery of an executed Deed, the Redeveloper will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed.
- 2.5 **Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 **Closing Costs.** The Authority shall pay one-half of the any fees charged by the closing agent and one-half of any costs to obtain a title commitment. The Redeveloper shall pay one-half of any fees charged by the closing agent, one-half of the costs to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

- 3.1 **Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing a new single-family residence as stipulated below:
- (a) The residence shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA)

Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.

- (b) The residence shall be situated on the Property, constructed, and landscaped in substantial conformance to all applicable City regulations.

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

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

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

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

3.5 Changes to Approved Redevelopment Plan. If the Authority requires the Redeveloper to make any changes upon review of the Redevelopment Plan, or if the Redeveloper desires to make any substantial or material change in the Redevelopment Plan, the Redeveloper

shall submit the proposed change to the Authority in writing for its approval. All such changes must still comply with Section 3.1. The Executive Director will evaluate the proposed change and notify the Redeveloper in writing of the Authority's approval or disapproval within fifteen (15) days or less after the date of the Authority's receipt of notice of such proposed change.

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

Commencement Date: November 1, 2017

Completion Date: November 1, 2018

3.7 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 with respect to such construction to the Authority, in such detail and at such times as the Authority may reasonably request.

3.8 Certificates of Completion. Promptly after completion of the residence and Improvements, the Authority will furnish the Redeveloper with an appropriate instrument certifying satisfactory completion of the same. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redeveloper in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

3.9 Failure to Provide Certificates of Completion. If the Authority should decline or fail to provide the certification in accordance with the provisions of Section 3.8, then it shall respond in writing, within thirty (30) days after written request by the Redeveloper, as follows. The response shall stipulate in what respects the Redeveloper has failed to complete the residence or Improvements in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Authority, for the Redeveloper to obtain such certification.

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

- (a) The Property is limited to uses specified in the Urban Renewal Plan.
- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

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

- (a) The covenants provided in Section 4.1(a) and 4.1(b) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 4.1(b)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed until January 1, 2020.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

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

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

ARTICLE 5. REMEDIES

5.1 In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions, the party in default or

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

5.2 Termination Prior to Conveyance. In the event that, prior to the conveyance of the Property from the Authority to the Redeveloper:

- (a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of the residence and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residence and/or Improvements of the nature contemplated by this Agreement; or
- (b) The Authority shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or
- (c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property is not free of all contamination requiring remediation; or
- (d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper; or
- (e) The Redeveloper fails to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

then this Agreement, and any rights of either party in this Agreement or arising from this Agreement with respect to the Property may, at the option of either party, be terminated, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement.

5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance. In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residence and/or Improvements, as certified by the Authority:

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residence or Improvements and any such default,

violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or

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

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

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

5.4 Forced Delay in Performance for Causes Beyond Control of Party. Neither the Authority nor the Redeveloper, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to this Agreement in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes. In the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of this provision

shall have first notified the other party in writing within thirty (30) days after the beginning of any such forced delay, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

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

ARTICLE 6. MISCELLANEOUS

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

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

Arnulfo A. and Marian S. Garcia
800 North Oklahoma Avenue # 1209
Oklahoma City, Oklahoma 73104; and

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

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

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

- 6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which

may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.

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

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

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are

under no contractual or other disability that would prevent them from complying with these requirements.

- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 103, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of HUD issued under that provision prior to execution of this Agreement, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2017, personally appeared Catherine O'Connor, to me known to be the identical person who executed the foregoing instrument as the Executive Director of the Oklahoma City Urban Renewal Authority, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

Lots Twenty-three (23) and Twenty-four (24), of Block Two (2), in the AMENDED PLAT OF BLOCKS ONE (1), EIGHT (8), AND NINE (9), AND PART OF BLOCK TWO (2), OF JORDAN PLACE ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.

Fee simple, LESS AND EXCEPT oil, gas and other related minerals.

**SCHEDULE B
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

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

Arnulfo A. and Marian S. Garcia
800 N. Oklahoma Ave. # 1209
Oklahoma City, OK 73104

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

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

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

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

WHEREAS, the Oklahoma City Urban Renewal Authority and Arnulfo A. and Marian S. Garcia, husband and wife ("Redeveloper"), have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2017 ("Redevelopment Agreement"), whereby Redeveloper agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this ____ day of _____, 20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** ("Grantor"), acting herein pursuant to the above-mentioned law, and **ARNULFO A. GARCIA AND MARIAN S. GARCIA**, husband and wife ("Grantees").

WITNESSETH:

That, for and in consideration of the sum of ONE THOUSAND, FOUR HUNDRED AND ⁰⁰/₁₀₀ DOLLARS (\$1,400.00) 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 Grantees to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, and more particularly described on Exhibit A attached hereto, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

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

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

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

THIRD: The Grantees 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 November 1, 2017, and shall be completed no later than November 1, 2018.

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

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

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2020. 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 Grantees from their obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

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

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

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

2. In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall, pursuant to its responsibilities under applicable law, use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Redevelopment Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the

obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above-described property or any part thereof in the Redevelopment Plan. Upon such resale of the property, or any part thereof, the proceeds thereof shall first be applied to payment in full of the indebtedness secured by mortgages created pursuant to the Approved Financing with the balance to be applied as follows:

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

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

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

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

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the Grantees with an appropriate instrument so certifying in accordance with the terms of the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and

covenants of the Redevelopment Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed, except that termination of covenant numbered SECOND shall in no way be construed to release the Grantees from their obligation to pay real estate taxes or assessments.

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

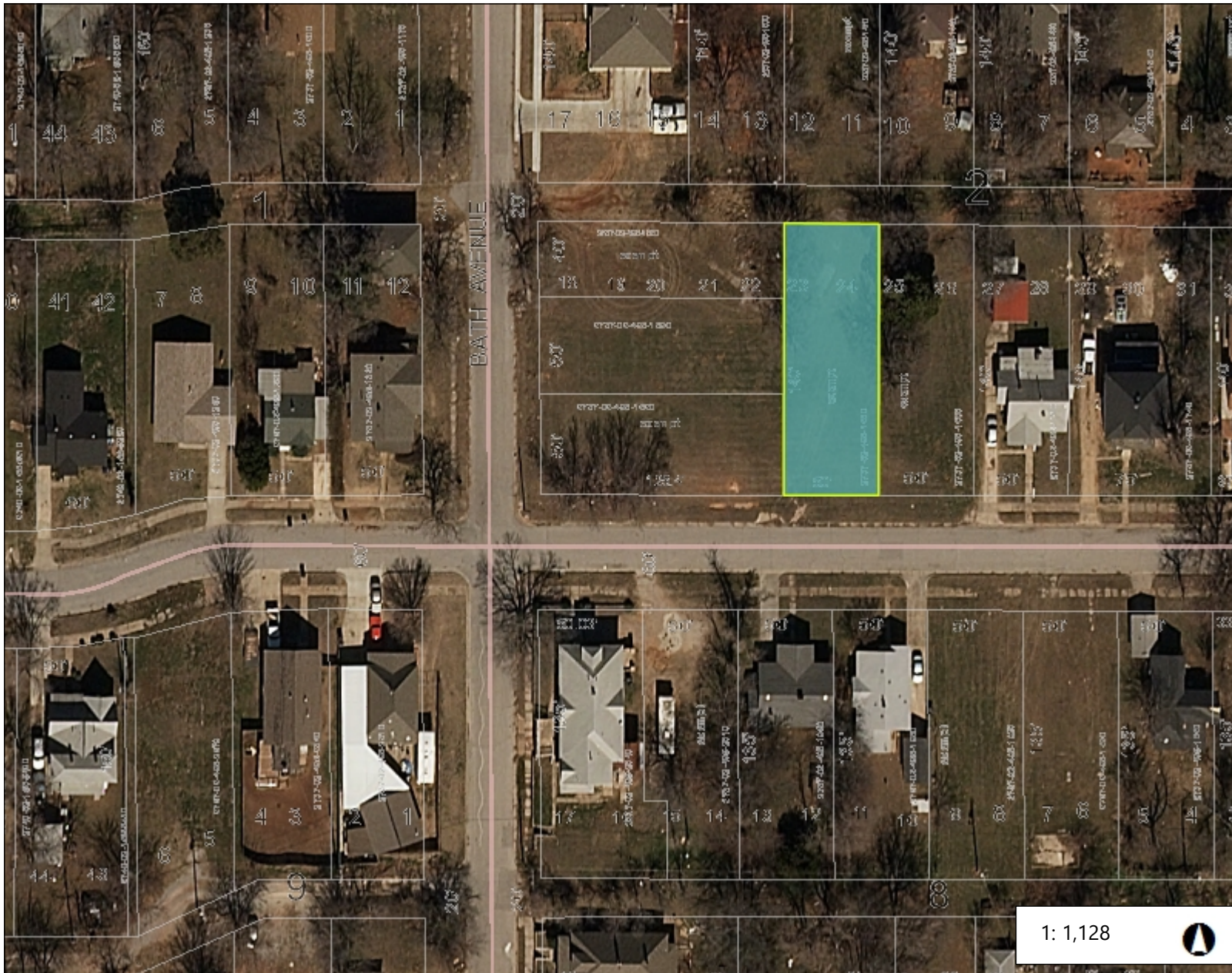
The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the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

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

[SIGNATURE PAGES TO FOLLOW]



Arnulfo and Marian Garcia Property Location



1: 1,128



Legend

- Sections (>1:40,000)
- Parcels
- North Canadian River
- Rivers
- Lakes
- Streets (>1:6,000)
- OK County Boundary

Notes

Enter Map Description

0.0 0 0.02 0.0 Miles

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: July 19, 2017

Ref: Resolution Approving a Redevelopment Agreement with Timothy W.S. Johnson and Abigail J. Johnson, Husband and Wife, for the Construction of a Single-Family Residence on the North 36.0 feet of Lot 5 and the South 28.0 feet of Lot 6, Block 3, John F. Kennedy Addition, John F. Kennedy Urban Renewal Plan

Background: In June 2015, OCURA issued a Request for Proposals from prospective homeowners for development of single-family residential homes on scattered lots in the JFK Urban Renewal Area. Tim W.S. and Abigail J. Johnson, (“Redevelopers”) propose to build a single-family residential home on OCURA property near the intersection of N.E. 6th Street and Everest Avenue, located in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The Redevelopers propose to build the home on a lot in the John F. Kennedy Addition. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH TIMOTHY W.S. JOHNSON AND ABIGAIL J. JOHNSON, HUSBAND AND WIFE, FOR THE CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE ON THE NORTH 36.0 FEET OF LOT 5 AND THE SOUTH 28.0 FEET OF LOT 6, BLOCK 3, JOHN F. KENNEDY ADDITION, JOHN F. KENNEDY URBAN RENEWAL PLAN

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

WHEREAS, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Timothy W.S. Johnson and Abigail J. Johnson, husband and wife (“Redevelopers”), for development of a single-family residence on the North 36.0 feet of Lot 5 and the South 28.0 feet of Lot 6, Block 3, John F. Kennedy Addition, and recommend the Redevelopment Agreement for approval; and

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

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

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

1. The proposed Redevelopment Agreement with the Redevelopers is hereby approved, and the Executive Director is authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.
3. The purchase price of \$1,599.52 (\$0.20/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan and the Redevelopment Agreement for the Property.

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** 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 **19th** day of **July, 2017**; 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)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

TIMOTHY W.S. JOHNSON AND ABIGAIL J. JOHNSON

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
TIMOTHY W.S. JOHNSON AND ABIGAIL J. JOHNSON**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and TIMOTHY W.S. JOHNSON AND ABIGAIL J. JOHNSON, husband and wife, having a mailing address of 2649 Northwest 13th Street, Oklahoma City, Oklahoma 73107 (“Redevelopers”).

WITNESSETH:

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

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

WHEREAS, the Authority has offered to sell and the Redevelopers are willing to purchase and redevelop certain real property located in the Project Area, as more particularly described in Schedule A annexed hereto and made a part hereof (“Property”).

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redevelopers for and in consideration of all the Redevelopers’ obligations under this Agreement. Moreover, the Redevelopers will purchase the Property from the Authority and paying therefor, the Purchase Price of ONE THOUSAND, FIVE HUNDRED NINETY-NINE AND ⁵²/₁₀₀ DOLLARS (\$1,599.52). The Purchase Price represents the Property’s fair reuse value of \$0.20 per square foot as established by the reuse appraisal currently on file at the offices of Oklahoma City Urban Renewal Authority.

The Purchase Price shall be delivered to the Authority in certified funds on the date of closing.

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 Form of Deed.** The Authority will convey to the Redevelopers title to the Property by Special Warranty Deed (“Deed”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 Time and Place for Delivery of Deed.** The Deed will be delivered to the Redevelopers at the time and place of closing and upon payment of the Purchase Price referenced in Article 1.
- 2.3 Apportionment of Property Taxes.** Since the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redevelopers will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls because of the contemplated sale.
- 2.4 Recordation of Deed.** Upon delivery of an executed Deed, the Redevelopers will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redevelopers will pay all costs required by law as an incident to recording the Deed.
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redevelopers, or the Redevelopers’ attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redevelopers or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redevelopers may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redevelopers elect to purchase title insurance, the Redevelopers shall be responsible for payment of the required premium(s).
- 2.6 Closing Costs.** The Authority shall pay one-half of the any fees charged by the closing agent and one-half of any costs to obtain a title commitment. The Redevelopers shall pay one-half of any fees charged by the closing agent, one-half of the costs to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPERS AND THE AUTHORITY

- 3.1 Execution of the Urban Renewal Plan.** The Redevelopers agree to improve the Property in accordance with the Urban Renewal Plan by constructing a new single-family residence as stipulated below:

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

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

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

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

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

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

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

Commencement Date: November 1, 2017

Completion Date: November 1, 2018

3.7 Progress Reports. After conveyance of the Property to the Redevelopers, and until construction of the Improvements has been completed, the Redevelopers shall make reports with respect to such construction to the Authority, in such detail and at such times as the Authority may reasonably request.

3.8 Certificates of Completion. Promptly after completion of the residence and Improvements, the Authority will furnish the Redevelopers with an appropriate instrument certifying satisfactory completion of the same. Such certification by the Authority shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to construction of the residence and Improvements. The certification provided for in this section shall be delivered to the Redevelopers in a suitable form as will enable it to be recorded in the proper office for the recording of deeds and other instruments pertaining to the Property.

3.9 Failure to Provide Certificates of Completion. If the Authority should decline or fail to provide the certification in accordance with the provisions of Section 3.8, then it shall respond in writing, within thirty (30) days after written request by the Redevelopers, as follows. The response shall stipulate in what respects the Redevelopers have failed to complete the residence or Improvements in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Authority, for the Redevelopers to obtain such certification.

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

- (a) The Property is limited to uses specified in the Urban Renewal Plan.

- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

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

- (a) The covenants provided in Section 4.1(a) and 4.1(b) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 4.1(b)), against the Redevelopers, their successors and assigns, and every successor in interest to the Property
- (b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed until January 1, 2020.
- (c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redevelopers and each party in succession, possession, or occupancy of the Property.

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

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

ARTICLE 5. REMEDIES

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

5.2 Termination Prior to Conveyance. If, prior to the conveyance of the Property from the Authority to the Redevelopers:

- (a) The Redevelopers furnish evidence satisfactory to the Authority that they has been unable, despite diligent efforts, to obtain financing for the construction of the residence and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residence and/or Improvements of the nature contemplated by this Agreement; or
- (b) The Authority shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redevelopers; or
- (c) The Redevelopers shall reasonably determine within ninety (90) days from the date of this Agreement that the Property is not free of all contamination requiring remediation; or
- (d) The Redevelopers, in violation of Section 4.4 of this Agreement, either (1) assign or attempt to assign this Agreement or any rights in this Agreement or in the Property, or (2) cause or allow any change in the ownership or identity of the parties in control of the Redevelopers; or
- (e) The Redevelopers fail to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

then this Agreement, and any rights of either party in this Agreement or arising from this Agreement with respect to the Property may, at the option of either party, be terminated, in which event neither the Redevelopers nor the Authority shall have any further rights against or liability to the other under this Agreement.

5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance.

If, after conveyance of the Property to the Redevelopers and prior to completion of the residence and/or Improvements, as certified by the Authority:

- (a) The Redevelopers shall default in or violate its obligations with respect to the construction of the residence or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or
- (b) The Redevelopers shall fail to pay real estate taxes or assessments on the Property when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or
- (c) There is, in violation of this Agreement, any transfer of the Property, or any change in the ownership or distribution of the stock or partnership interests of the Redevelopers, or with respect to the identity of the parties in control of the Redevelopers or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redevelopers,

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

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

5.4 Forced Delay in Performance for Causes Beyond Control of Party. Neither the Authority nor the Redevelopers, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to this Agreement in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the

public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes. In the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redevelopers shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of this provision shall have first notified the other party in writing within thirty (30) days after the beginning of any such forced delay, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

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

ARTICLE 6. MISCELLANEOUS

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

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

Timothy W.S. Johnson and Abigail J. Johnson
2649 Northwest 13th Street
Oklahoma City, Oklahoma 73107; and

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

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

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

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

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

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

6.12 Equal Employment Opportunity. The Redevelopers, for themselves and their successors and assigns, agree that during the construction of the residence and Improvements provided for in this Agreement:

- (a) The Redevelopers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redevelopers 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 Redevelopers agree 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 Redevelopers will, in all solicitations or advertisements for employees placed by or on behalf of the Redevelopers, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Redevelopers will send to each labor union or representative of workers with which the Redevelopers have a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redevelopers' 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 Redevelopers 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 Redevelopers 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 Redevelopers' 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 Redevelopers' noncompliance with the non-discrimination clauses of this Section, or with any of the said rules,

regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redevelopers 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 Redevelopers 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 Redevelopers will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development (“HUD”) may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redevelopers become involved in, or are threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redevelopers 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 “Redevelopers” shall be changed to “Contractor.”

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

The North 36.0 feet of Lot Five (5) and the South 28.0 feet of Lot Six (6), Block 3, JOHN F. KENNEDY ADDITION, a replat of Park Place Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof, including all rights, title, and interest in and to vacated streets and alleys abutting thereon; less and except oil, gas, and other related minerals; and subject to restrictive covenants and easements of record.

**SCHEDULE B
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

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

Timothy W.S. Johnson
Abigail J. Johnson
2649 Northwest 13th Street
Oklahoma City, Oklahoma 73107

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

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

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

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

WHEREAS, the Oklahoma City Urban Renewal Authority and Timothy W.S. Johnson and Abigail J. Johnson, husband and wife ("Grantees"), have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 20____ ("Redevelopment Agreement"), whereby Timothy W.S. Johnson and Abigail J. Johnson agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this _____ day of _____, 20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** ("Grantor"), acting herein pursuant to the above-mentioned law, and **TIMOTHY W.S. JOHNSON AND ABIGAIL J. JOHNSON**, husband and wife ("Grantees").

WITNESSETH:

That, for and in consideration of the sum of ONE THOUSAND, FIVE HUNDRED NINETY-NINE AND ⁵²/₁₀₀ DOLLARS (\$1,599.52) 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 Grantees to have and to hold the following described land and premises, situated in Oklahoma City, Oklahoma County, and more particularly described on Exhibit A attached hereto, together with all and singular, the hereditament and appurtenances thereunto belonging or in any wise appertaining to the above-described land, including all right, title, and interest in and to vacated streets and alleys abutting thereon, **LESS AND EXCEPT** any interest in and to oil, gas, coal, metallic ores, and other minerals therein and thereunder previously reserved or conveyed of record, **AND SUBJECT TO** the matters described in Exhibit B attached hereto.

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

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

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

THIRD: The Grantees 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 November 1, 2017, and shall be completed no later than November 1, 2018.

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

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

The covenants and agreements contained in the covenant numbered FIRST shall terminate on January 1, 2020. 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 Grantees from their obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

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

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:
 - (a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and
 - (b) any rights or interests provided in the Redevelopment Agreement for the protection of the holders of any such mortgage; and
 - (c) the rights and remedies of the holders of the mortgages executed and delivered by Grantees pursuant to the Approved Financing.
2. In the event that title to the said property or part thereof shall revert in the Grantor

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

FIRST: To reimburse the Grantor, on its own behalf or on behalf of the City of Oklahoma City for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof at the time of 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 Grantees, their successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantees and their successors or transferees; and

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

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

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

Promptly after the completion of the above-mentioned improvements in accordance with the provisions of the construction plans, the Grantor will furnish the Grantees with an appropriate

instrument so certifying in accordance with the terms of the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Redevelopment Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants of the Redevelopment Agreement and of the covenants and agreements contained in paragraphs numbered SECOND, THIRD, and FOURTH in this Deed, except that termination of covenant numbered SECOND shall in no way be construed to release the Grantees from their obligation to pay real estate taxes or assessments.

The Certificate of Completion provided for in the paragraph above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantees provide the Grantees with a written statement, indicating in what respects the Grantees have failed to duly complete said improvements in accordance with the Redevelopment Agreement and what measures or acts will be necessary for the Grantees 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 Grantees similarly certify with reference to their execution and delivery of this Special Warranty Deed.

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

[SIGNATURE PAGES TO FOLLOW]

TIMOTHY W.S. JOHNSON AND ABIGAIL J. JOHNSON,
husband and wife, "*Grantees*"

By: _____
Timothy W.S. Johnson

Abigail J. Johnson

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this ____ day of _____, 20____, personally appeared Timothy W.S. Johnson and Abigail J. Johnson, to me known to be the identical persons who executed the foregoing as husband and wife, and acknowledged to me that they executed the same as their free and voluntary acts for the uses and purposes therein set forth.

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

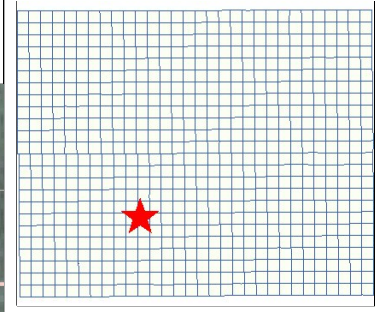
NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

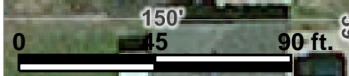


Tim and Abigail Johnson Property Location



Legend

- Annotation
- Sections
- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Feb 28th - March 23rd, 2011)
- County Background



Scale: 1:762

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: July 19, 2017

Ref: Resolution Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located at the Southwest Corner of Northeast 16th Street and North Martin Luther King Avenue, John F. Kennedy Urban Renewal Plan

Background: OCURA owns property located at the southeast corner of Northeast 16th Street and Martin Luther King Avenue. In June 2017, the City of Oklahoma City Parks Commission declared the east approximately 75 feet of JFK Park as surplus so that it may be transferred to OCURA for redevelopment. Redevelopment of this property in accordance with the JFK Urban Renewal Plan supports the continued efforts to revitalize the neighborhood. Authorization of an invitation for qualification or redevelopment proposals for commercial and/or multi-family development is timely and appropriate. The invitation for proposals will be open for 90 days.

Purpose of Agenda Item: The resolution authorizes the issuance of the invitation for qualifications and/or redevelopment proposals for redevelopment of the area on the southwest corner of Northeast 16th Street and MLK Ave.

Staff Recommendation: Approval of Resolution

Attachments: Map Exhibit

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF NORTHEAST 16TH STREET AND NORTH MARTIN LUTHER KING AVENUE, JOHN F. KENNEDY URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority, (“Authority”) is engaged in the implementation of the John F. Kennedy Urban Renewal Plan (OKLA. R-35) (“Urban Renewal Plan”); and

WHEREAS, the principal objective of the Urban Renewal Plan is the revitalization of the neighborhoods within the project area with quality housing for individuals and families of all income levels; and

WHEREAS, the City of Oklahoma City has recently designated a portion of the John F. Kenney Urban Renewal Project Area as a target for the City’s Strong Neighborhoods initiative; and

WHEREAS, recent housing studies have revealed a substantial need for affordable homes and apartments in and around the city core; and

WHEREAS, the infusion of well-planned retail and commercial development is needed to support recent and projected residential growth in the project area; and

WHEREAS, the most recent reuse appraisal of property in the John F. Kennedy Urban Renewal Project Area does not contemplate commercial or multi-family uses; and

WHEREAS, the Authority owns currently vacant property located at the southeast corner of Northeast 16th Street and North Martin Luther King Avenue, and on June 21, 2017 the City of Oklahoma City Parks Commission reaffirmed a prior declaration that approximately the east 75 feet of John F. Kennedy Park is surplus so that it may be transferred to the Authority for redevelopment (Authority-owned property and surplus park property, collectively, the “Property”); and

WHEREAS, the Property is ripe for commercial or multi-family development; and

WHEREAS, it is timely and appropriate to authorize an invitation for proposals for the redevelopment of the Property in accordance with the Urban Renewal Plan and the revitalization objectives of the City of Oklahoma City.

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

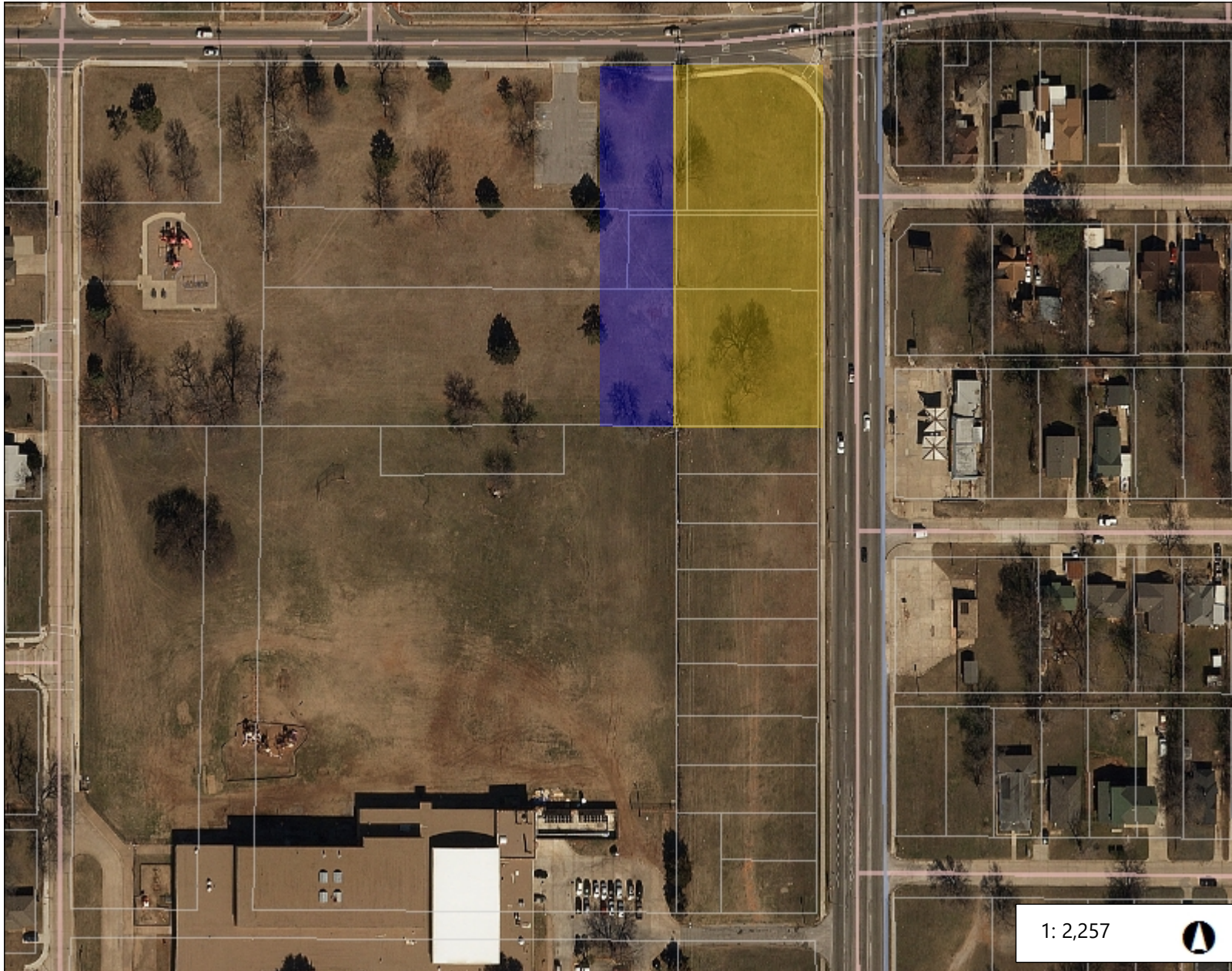
1. The Executive Director and staff of the Authority are hereby authorized to issue an invitation for proposals for the redevelopment of the Property for commercial or multi-family purposes.
2. A public notice of invitation for proposals is hereby authorized to be published, and a period of 90 days from the date of publication is hereby established for submission of proposals.
3. All proposals shall be evaluated, and if acceptable, the Board of Commissioners may designate a redeveloper or redevelopers. The conditional redeveloper(s) designation shall be based on the determination of the proposal or proposals deemed to be most acceptable to the Authority.
4. The evaluation of redevelopment proposals shall be based on the principal criteria of:
 - a. Responsiveness of the proposal to meet the goals and objectives of the Urban Renewal Plan, the Authority's design guidelines, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code.
 - b. Qualifications and experience of the redevelopment team to complete to the redevelopment.
 - c. Market feasibility and likelihood of the proposal to succeed.
 - d. Design objectives for the creation of an urban neighborhood.
 - e. Development guidelines, including building density, massing, form, design vernacular, external appearance of structure, screening of service elements, parking solutions, and site security elements.
 - f. Sufficient evidence of financial capacity to carry out the proposal, and the financial ability of the redevelopment team to complete the redevelopment.
6. The Authority shall enter into direct negotiations with the prospective redeveloper receiving conditional redeveloper designation, or, if more than one, with each such prospective redeveloper receiving a conditional designation, in order to achieve the best and most desirable project for the area and obtain agreement as to price and other terms and conditions satisfactory to the Authority.
7. The invitation for redevelopment proposals shall not create any legal obligations for the Authority to enter into a contract for redevelopment except on terms and conditions it deems in the Board's discretion to be acceptable and desirable.

8. The Executive Director, legal counsel, officers and staff for the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing resolution was duly adopted at a **regular and annual** 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, on the **19th** day of **July, 2017**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that a quorum was present at all times during said meeting; and that the resolution was duly adopted by a majority of those Commissioners present.

Secretary

(SEAL)



Legend

- Sections (>1:40,000)
- Parcels
- North Canadian River
- Rivers
- Lakes
- Streets (>1:6,000)
- OK County Boundary

- OCURA Property
- Parks Property Determined as Surplus

1: 2,257



0.1 0 0.04 0.1 Miles

Notes

Enter Map Description

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: July 19, 2017
Ref: Resolution Authorizing an Invitation for Proposals for General Contractor Services for Certain Property Located in the 1700 Block of East Euclid Street, John F. Kennedy Urban Renewal Plan

Background: In February 2013, OCURA entered into a redevelopment agreement with Mitchford SNI, LLC for the construction of homes of which nine homes were to be affordable in accordance with a HOME Program Affordable Housing Development Financing Agreement between Mitchford SNI and the City. Mitchford SNI defaulted on the agreement. Only two affordable homes were completed and a third was partially constructed.

In June, OCURA contracted with the City for HOME funds to complete the six remaining affordable homes, in addition to completing the partially constructed affordable home, if OCURA is able to successfully obtain title. OCURA will also build two market rate homes utilizing sale proceeds from the sale of the affordable homes.

OCURA will utilize the services of a general contractor to construct, market and sell the homes to fulfill the agreement between the City and OCURA. Redevelopment of this property in accordance with the JFK Urban Renewal Plan supports the continued efforts to revitalize the neighborhood. Authorization of an invitation for general contractor services to assist with redeveloping the property is timely and appropriate. Due of the urgency to expend the HOME funds and fulfill the agreement, the invitation for proposals will be open for 30 days.

Purpose of Agenda Item: The resolution authorizes the issuance of the invitation for general contractor services to construct, market and sell six affordable homes and two market rate homes and complete, market and sell the partially constructed affordable home.

Staff Recommendation: Approval of Resolution

Attachments: Map Exhibit

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INVITATION FOR PROPOSALS FOR GENERAL CONTRACTOR SERVICES FOR CERTAIN PROPERTY LOCATED IN THE 1700 BLOCK OF EAST EUCLID STREET, JOHN F. KENNEDY URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority, (“Authority”) is engaged in the implementation of the John F. Kennedy Urban Renewal Plan (OKLA. R-35) (“Urban Renewal Plan”); and

WHEREAS, the principal objective of the Urban Renewal Plan is the revitalization of the neighborhoods within the project area with quality housing for individuals and families of all income levels; and

WHEREAS, the Authority entered into a redevelopment agreement with Mitchford SNI, LLC on February 27, 2013 for the construction of single-family residences in three phases in the 1700 Block of East Euclid Street, with nine of those residences to be affordable housing units constructed pursuant to a HOME Program Affordable Housing Development Financing Agreement between Mitchford SNI, LLC and the City of Oklahoma City (“City”); and

WHEREAS, Mitchford SNI, LLC defaulted on the redevelopment agreement with the Authority and the HOME financing agreement with the City after having completed only two of the affordable units and partially completed a third; and

WHEREAS, the Authority desires to finish the construction of the residences on the 1700 Block of East Euclid Street, including completing the six remaining affordable housing units on which Mitchford SNI, LLC did not begin construction, two additional market rate housing units, and completing the partially completed affordable housing unit (provided the Authority successfully obtains title to the parcel on which it sits); and

WHEREAS, the City and Authority have entered into a contract to develop the seven remaining affordable units and to commit the unspent HOME funds allocated for the project (“HOME Contract”); and

WHEREAS, the parcels of land where the Authority proposes to construct seven affordable and two market-rate housing units, which are owned by the Authority, are described as follows (these parcels, collectively, the “OCURA Properties”):

1. 1701 E. Euclid Street
West 6.25 feet of Lot 22, All of Lots 23 & 24, Block 1, Edgemont Addition;
2. 1702 E. Euclid Street
All of Lots 23 & 24, Block 2, Edgemont Addition;

3. 1704 E. Euclid Street
All of Lots 21 & 22, Block 2, Edgemont Addition;
4. 1708 E. Euclid Street
All of Lots 19 & 20, Block 2, Edgemont Addition;
5. 1709 E. Euclid Street
West 12.5 feet of Lot 20, All of Lot 21, East 18.75 feet of Lot 22,
Block 1, Edgemont Addition;
6. 1712 E. Euclid Street
All of Lots 17 & 18, Block 2, Edgemont Addition;
7. 1713 E. Euclid Street
West 18.75 feet of Lot 18, All of Lot 19, East 12.5 feet of Lot 20,
Block 1, Edgemont Addition;
8. 1717 E. Euclid Street
All of Lots 16 & 17, East 6.25 feet of Lot 18, Block 1, Edgemont
Addition; and
9. 1725 E. Euclid Street
All of Lots 11 & 12, Block 1, Edgemont Addition; and

WHEREAS, the partially completed affordable home where the Authority will complete construction, conditioned on the Authority’s successfully obtaining title, is located at 1725 E. Euclid Street (All of Lots 11 & 12, Block 1, Edgemont Addition) (“Conditional Property”) (“Conditional Property” and “OCURA Property,” collectively, the “Property”); and

WHEREAS, the Authority will need the services of a general contractor to assist with the completion of the single-family residences on the Property; and

WHEREAS, federal regulations in 2 CFR Part 200 require the Authority to competitively bid for completion of projects using HOME funds; and

WHEREAS, it is timely and appropriate to authorize an invitation for general contractor services to assist the Authority in redeveloping of the Property in accordance with the Urban Renewal Plan, the HOME Contract, and the revitalization objectives of the City of Oklahoma City.

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

1. The Executive Director and staff of the Authority are hereby authorized to issue an invitation for proposals for general contractor services to assist the Authority in

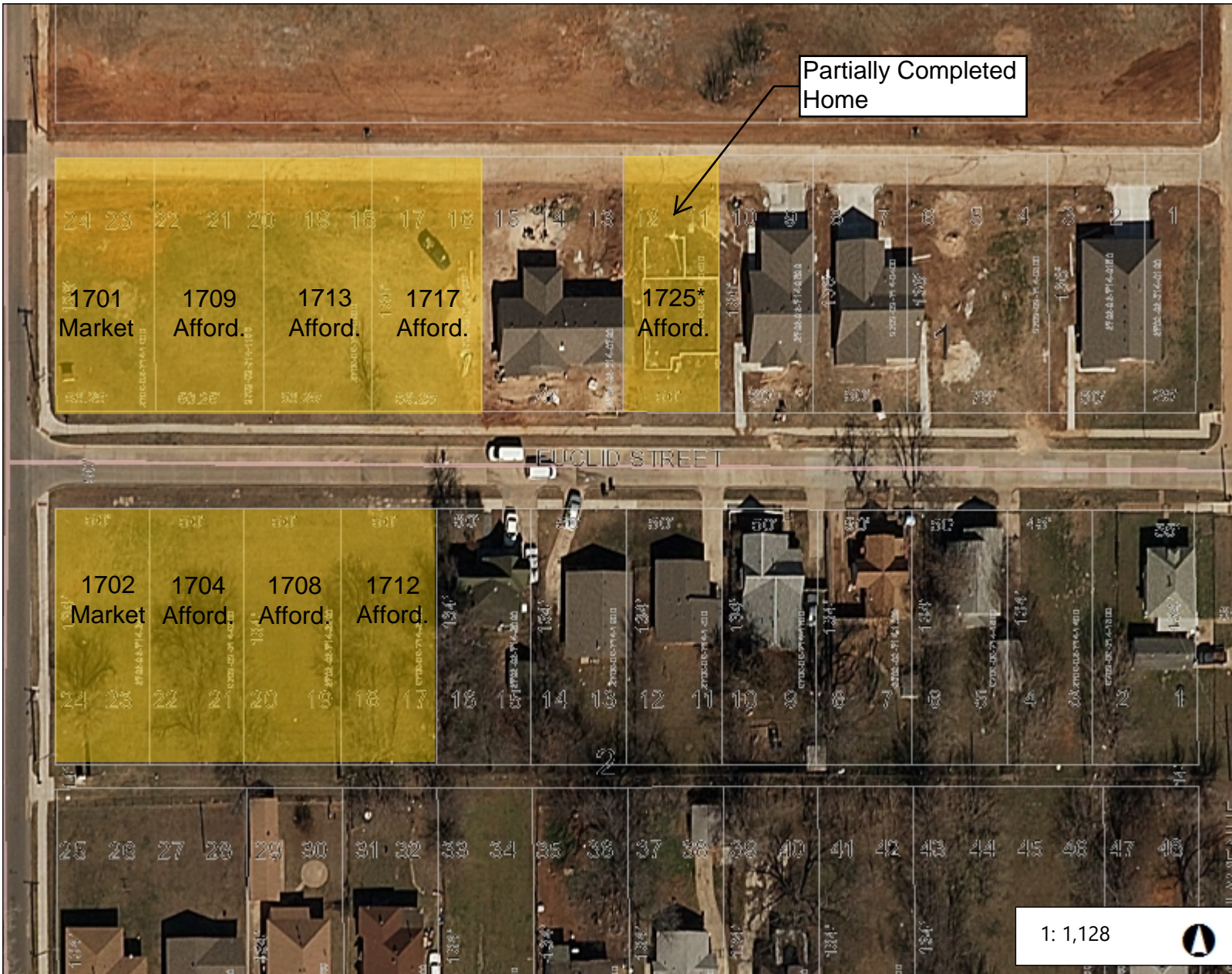
redeveloping the Property for housing purposes in accordance with the Urban Renewal Plan and the HOME Contract.

2. A public notice of invitation for proposals is hereby authorized to be published, and a period of 30 days from the date of publication is hereby established for submission of proposals.
3. All proposals shall be evaluated, and if acceptable, the Board of Commissioners may designate a general contractor. The general contractor designation shall be based on the determination of the proposal deemed to be most acceptable to the Authority.
4. The evaluation of general contractor services proposals shall be based on the principal criteria of:
 - a. Responsiveness of the proposal to meet the goals and objectives of the Urban Renewal Plan and the HOME Contract, the Authority's design guidelines, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code.
 - b. Qualifications and experience of the general contractor team to complete the redevelopment.
 - c. Market Plan for sale of the homes.
 - d. Design objectives for the creation of an urban neighborhood.
 - e. Development guidelines, including building density, massing, form, design vernacular, external appearance of structure, screening of service elements, parking solutions, and site security elements.
6. The Authority shall enter into direct negotiations with the prospective general contractor in order to obtain an agreement as to price and other terms and conditions satisfactory to the Authority.
7. The invitation for general contractor services proposals shall not create any legal obligations for the Authority to enter into a contract for such services except on terms and conditions it deems in the Board's discretion to be acceptable and desirable.
8. The Executive Director, legal counsel, officers and staff for the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing resolution was duly adopted at a **regular and annual** 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, on the **19th** day of **July, 2017**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that a quorum was present at all times during said meeting; and that the resolution was duly adopted by a majority of those Commissioners present.

Secretary

(SEAL)



Legend

- Sections (>1:40,000)
- Parcels
- North Canadian River
- Rivers
- Lakes
- Streets (>1:6,000)
- OK County Boundary

*Provided OCURA is able to obtain title to said home

1: 1,128



0.0 0 0.02 0.0 Miles

Notes

Enter Map Description

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: July 19, 2017

Ref: Resolution Approving Annual Agreement between the Oklahoma City Urban Renewal Authority and the Alliance for Economic Development of Oklahoma City, Inc., an Oklahoma Not-For-Profit Corporation, as to Scope of Services and Fee for those Services for Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

Background: On May 16, 2011, the Authority approved the Agreement for Professional Services with the Alliance for Economic Development of Oklahoma City, Inc. Section 21 of the Agreement states that it shall continue in full force for a period of five (5) years beginning July 1, 2011, and ending on June 30, 2016, subject to an annual agreement between the Authority and the Alliance as to the scope of services and the fee for those services (Annual Agreement). The Agreement was renewed for an additional five-year term in June 2016.

This is an annual, reoccurring agreement for the delivery of various professional services. The scope of services includes increased activity relating to the management of the convention center hotel and Innovation District projects. Proposed fees for fiscal year 2017-18 are \$752,000, an increase of \$80,000 over the previous fiscal year.

Summary of Agenda Item: The resolution approves the renewal of the agreement for professional services with the Alliance.

Recommendation: Approval of Resolution

Attachments: Annual Agreement for Professional Services

RESOLUTION NO. _____

RESOLUTION APPROVING ANNUAL AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY, INC., AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, AS TO SCOPE OF SERVICES AND FEE FOR THOSE SERVICES FOR FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, authorized to exercise its powers pursuant to resolution of the City Council of the City of Oklahoma City; and

WHEREAS, pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-107(E), the powers of the Authority are vested in and shall be exercised by the Board of Commissioners; and

WHEREAS, pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-107(F), the Authority may employ such technical experts and other agents as it may require, and it may contract for any services necessary to its operation; and

WHEREAS, the Alliance for Economic Development of Oklahoma City, Inc., an Oklahoma not-for-profit corporation (“Alliance”), was created for the purpose of, among other things, coordinating existing economic development functions of public agencies; and

WHEREAS, the Authority previously determined that contracting with the Alliance to provide these services would increase the Authority’s effectiveness and improve coordination with other public entities engaged in economic development and redevelopment; and

WHEREAS, on May 16, 2011, the Authority approved the Agreement for Professional Services between the Authority and the Alliance (“Agreement”); and

WHEREAS, pursuant to Section 21 of the Agreement, the Agreement shall continue in full force for a period of five (5) years beginning July 1, 2011, and shall end on June 30, 2016, subject to an annual agreement between the Authority and the Alliance as to the scope of services and the fee for those services (“Annual Agreement”), and

WHEREAS, on June 15, 2016, the Authority and the Alliance renewed the Agreement for an additional five (5) year term pursuant to Section 21 of the Agreement; and

WHEREAS, the Executive Director has negotiated a proposed Annual Agreement with the Alliance for the fiscal year beginning July 1, 2017 and ending June 30, 2018, for continued assistance with economic development and redevelopment activities; and

WHEREAS, the scope of services for the proposed Annual Agreement remains unchanged from last year's scope of work and includes only those services that are not eligible for reimbursement with Community Development Block Grant funds; and

WHEREAS, it is appropriate and desirable to authorize and approve the proposed Annual Agreement with the Alliance to provide professional services to the Authority and for the benefit of the City.

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

1. The proposed Annual Agreement between the Authority and the Alliance is hereby approved, and the Officers of the Authority are authorized to execute the Annual Agreement and to take such actions as may be necessary to implement the approved Annual Agreement.
2. The acts and authority of the Executive Director of the Authority with respect to the negotiation of the Annual Agreement between the Authority and the Alliance are hereby approved and ratified.
3. The Officers and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Annual Agreement, including approval of amendments, corrections, and modifications of a technical or procedural nature.

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 and annual** 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 **19th** day of **July, 2017**; 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)

ANNUAL AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND
THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY
FOR FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, in 2011, the Oklahoma City Urban Renewal Authority (“Authority”) and the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”) entered into an Agreement for Professional Services (“Agreement”) for a period of five years, subject to an annual agreement as to the scope of services and the fee for those services (“Annual Agreement”); and

WHEREAS, in 2016, the Agreement was renewed for an additional five (5) year term pursuant to Section 21 of the Agreement; and

WHEREAS, the parties find it appropriate and desirable to continue with the same scope of services and to increase the annual Professional Services Fee to \$752,000, less any amount of that Professional Services Fee that will be eligible for reimbursement with Community Development Block Grant (“CDBG”) funds; and

WHEREAS, the Authority will seek reimbursement for the portion of the Professional Services Fee paid for Alliance expenses for eligible activities under the Authority’s CDBG Operating Agreements with the City of Oklahoma City performed pursuant to a CDBG Services Agreement between the Authority and the Alliance.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Professional Services Fee for the fiscal year beginning July 1, 2017 and ending June 30, 2018 shall be \$752,000.

Section 2. Services reimbursable with Community Development Block Grant funds will be detailed in a separate agreement between the Authority and the Alliance and subject to the provisions of any Community Development Block Grant (CDBG) Operating Agreements between the Authority and the City of Oklahoma City.

IN WITNESS WHEREOF, the Alliance for Economic Development of Oklahoma City, Inc., adopts and approves this Agreement this _____ day July, 2017.

**THE ALLIANCE FOR ECONOMIC
DEVELOPMENT OF OKLAHOMA CITY, INC.**

[Signature]

[Printed Name and Title]

IN WITNESS WHEREOF, the Oklahoma City Urban Renewal Authority adopts and approves this Agreement this _____ day of July, 2017.

**OKLAHOMA CITY URBAN RENEWAL
AUTHORITY**

[Signature]

[Printed Name and Title]

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: July 19, 2017
Ref: Amendment to the 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 2016–2017

Background: This agreement extends the period for the delivery of various professional services by the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”) to Oklahoma City Urban Renewal Authority (“OCURA”) to administer the Community Development Block Grant Program (“CDBG”). The City of Oklahoma City and OCURA have extended their CDBG Operating Agreement to September 30, 2017 to allow for the completion of current projects and for eligible costs related to the projects to be reimbursed from the fiscal year 2016-17 CDBG allocation.

Summary of Agenda Item: The resolution approves the amendment and authorizes its execution.

Recommendation: Approval of Resolution

Attachments: Amendment to Community Development Block Grant Services Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE 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 2016–2017, AS AMENDED

WHEREAS, the Housing and Community Development Act of 1974 became effective on January 5, 1975, as amended (“Act”); and

WHEREAS, Title I of the Act contemplates the use of CDBG for the establishment and maintenance of viable urban communities as social, economic and political entities; and

WHEREAS, a specific objective of the Act is to achieve viable urban communities through the conservation and expansion of the nation’s housing stock by providing decent housing, a suitable living environment, and expanding economic opportunities principally for persons of low to moderate income as defined by the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, the Act is intended to emphasize and strengthen the ability of local elected officials to determine the community’s development needs, set priorities, and allocate resources to various activities; and

WHEREAS, the City, as applicant for and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, the City entered into the CDBG Operating Agreement with the Authority for the fiscal year 2016–2017, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted (“Operating Agreement”); and

WHEREAS, the Authority and the Alliance entered into the Community Development Block Grant Services Agreement, dated October 19, 2016, whereby the Alliance provides general professional services to the Authority related to the management of the Authority’s CDBG program (“CDBG Services Agreement”); and

WHEREAS, the CDBG Services Agreement was a sole source contract between the Authority and the Alliance, consistent with 2 CFR Part 200 (or, as applicable, 24 CFR Part 85) and OMB Circular A-87; and

WHEREAS, the City and the Authority have extended the Operating Agreement to conclude on September 30, 2017; and

WHEREAS, the Authority deems it appropriate and desirable to amend the CDBG Services Agreement to continue the authorization of the Alliance to undertake its CDBG obligations under the Operating Agreement, as amended, through September 30, 2017.

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

1. The proposed Amendment to Community Block Grant Services Agreement (“Amendment”) is hereby approved, and the appropriate Officers of the Authority are authorized to execute said Amendment.
2. The Executive Director is authorized to take such actions as may be necessary and appropriate to implement the approved Amendment.
3. The acts and authority of the Executive Director with respect to the negotiation of the Amendment are hereby approved and ratified.
4. The Officers and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Amendment.

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 and annual** 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 **19th** day of **July, 2017**; 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)

**AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES
AGREEMENT**

This AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT (“Amendment”) is made as of the ____ day of _____, 2017, between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“Authority”) and THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY, INC. (“Alliance”) for the management of the Authority’s Community Development Block Grant (“CDBG”) program in accordance with the CDBG Operating Agreement between the Authority and The City of Oklahoma City (“City”) for the fiscal year beginning July 1, 2016 and ending June 30, 2017, as amended.

WITNESSETH:

WHEREAS, the City entered into the CDBG Operating Agreement with the Authority for the fiscal year 2016–2017, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted (“Operating Agreement”); and

WHEREAS, the Authority and the Alliance entered into the Community Development Block Grant Services Agreement, dated October 19, 2016, whereby the Alliance provides general professional services to the Authority related to the management of the Authority’s CDBG program (“CDBG Services Agreement”); and

WHEREAS, the CDBG Services Agreement was a sole source contract between the Authority and the Alliance, consistent with 2 CFR Part 200 (or, as applicable, 24 CFR Part 85) and OMB Circular A-87; and

WHEREAS, the City and the Authority have extended the Operating Agreement to conclude on September 30, 2017; and

WHEREAS, the Authority deems it appropriate and desirable to continue the authorization of the Alliance to undertake its CDBG obligations under the Operating Agreement, as amended, pursuant to the CDBG Services Agreement, as amended by this Amendment, through September 30, 2017.

NOW, THEREFORE, effective July 1, 2017, the Authority and the Alliance agree to all the foregoing and further agree as follows:

1. Section 2 of the CDBG Services Agreement is amended so that the term of the CDBG Services Agreement shall be from July 1, 2016 through September 30, 2017. All scheduled work provided for in the CDBG Services Agreement shall be completed by or be under contract for completion by September 30, 2017.

2. All remaining terms of the CDBG Services Agreement are hereby affirmed by the parties thereto.

IN WITNESS WHEREOF, the parties hereto set their hands this ____ day of July, 2017.

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

**THE ALLIANCE FOR ECONOMIC
DEVELOPMENT OF OKLAHOMA
CITY, INC.**

By: _____
J. Larry Nichols
Chairman

By: _____
Catherine O'Connor
President and CEO

ATTEST:

Mary Melón
Secretary

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: July 19, 2017
Ref: Resolution Approving Annual Budget for Legal Services between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law for Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

Background: General Counsel services have been provided by the Center for Economic Development Law, PLLC to the Authority through the designation by a resolution adopted by the Board in 2006. In 2015, it was determined that a contract designating General Counsel and associate General Counsel with a detailed scope of work was an improved management practice desired by the Executive Director. In 2016, a modest hourly rate increase was requested and approved in the annual amendment.

The attached is an amendment to the professional services agreement with Center for Economic Development Law, PLLC originally approved in May 2015. All hourly fees will remain unchanged. The amendment includes a budget for legal services of \$325,000 for fiscal year 2017-18. The budget remains unchanged from the previous fiscal year.

Recommendation: Approval of Resolution

Attachments: Annual Budget for Legal Services

RESOLUTION NO. _____

RESOLUTION APPROVING ANNUAL BUDGET FOR LEGAL SERVICES BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CENTER FOR ECONOMIC DEVELOPMENT LAW FOR FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the planning and execution of various redevelopment projects within the City of Oklahoma City; and

WHEREAS, the activities are undertaken pursuant to the direction of the Board of Commissioners and require legal advice and assistance; and

WHEREAS, in accordance with the policies adopted by the Board of Commissioners in 1979, it is deemed appropriate to continue to provide for the availability of professional legal services on a variable demand basis and to designate a general counsel who shall be responsible for advising the Board of Commissioners and the Authority; and

WHEREAS, in May 2015, the Board of Commissioners renewed the designation and authorizations of Dan Batchelor and Leslie V. Batchelor, both of the Center for Economic Development Law, PLLC (“CEDL”), as General Counsel and Associate General Counsel, respectively, of the Oklahoma City Urban Renewal Authority, and also approved an Agreement for General Counsel Services between the Authority and CEDL (“Agreement”); and

WHEREAS, pursuant to Section 2.B.1. of the Agreement, the Authority and CEDL are to mutually agree to an annual budget for legal services for each fiscal year (“Annual Budget”), and

WHEREAS, the Executive Director has negotiated a proposed Annual Budget with CEDL for the fiscal year beginning July 1, 2017 and ending June 30, 2018, for continued representation of the Authority in its activities; and

WHEREAS, it is appropriate and desirable to authorize and approve the proposed Annual Budget for legal services with CEDL to provide general counsel services to the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Oklahoma City Urban Renewal Authority that the Annual Budget for Legal Services with the Center for Economic Development Law, attached to this Resolution as “Attachment A,” is hereby approved, and the officers of the Authority are authorized to execute the Annual Budget.

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 and annual** 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 **19th** day of **July, 2017**; 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)

**ANNUAL BUDGET FOR LEGAL SERVICES BETWEEN THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE
CENTER FOR ECONOMIC DEVELOPMENT LAW FOR THE FISCAL
YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018**

THIS ANNUAL BUDGET (“Annual Budget”), which supplements and modifies the Agreement for General Counsel Services Agreement between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law approved by Resolution No. 5702 on May 13, 2015 (“Agreement”), is made and entered into this 19th day of July, 2017, by and between the Authority, a public body corporate created for the benefit of the City of Oklahoma City pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §§ 38-101, *et seq.* (“Authority”) and the Center for Economic Development Law, an Oklahoma professional limited liability company (“CEDL”).

WHEREAS, pursuant to the 11 O.S. § 38-107(F), the Authority may employ such technical experts and other agents as it may require, and it may contract for any services necessary to its operation; and

WHEREAS, the Authority desires to continue utilizing the professional experience and knowledge of Dan Batchelor and Leslie V. Batchelor as General Counsel and Associate General Counsel, respectively, and to otherwise engage the same and CEDL to provide professional legal services to the Authority under the scope and conditions described in the Agreement, as supplemented by this Annual Budget; and

WHEREAS, pursuant to Section 2.B of the Agreement, the Authority and CEDL are to mutually agree to an annual budget for legal services for each fiscal year during the term of the Agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. Pursuant to Section 2.B.1. of the Agreement, the parties hereby mutually agree that the annual budget for legal services for fiscal year ending June 30, 2018, shall be \$325,000.00, less any amounts subject to reimbursement with Community Development Block Grant funds pursuant to the Community Development Block Grant Services Agreement between the parties for fiscal year ending June 30, 2017, as amended, and any future Community Development Block Grant Services Agreement the parties may enter into during the fiscal year ending June 30, 2018.

SECTION 2. This Annual Budget shall be effective on or as of July 1, 2017.

SECTION 3. Except as supplemented hereby, the Agreement is ratified and confirmed.

IN WITNESS WHEREOF, the parties to this Annual Budget adopt and approve this Annual Budget this 19th day of July, 2017.

[signature page follows]

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

**CENTER FOR ECONOMIC
DEVELOPMENT LAW, PLLC**

By: _____
J. Larry Nichols, Chairman

By: _____
Leslie V. Batchelor, President

ATTEST:

Mary Mélon, Secretary

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: July 19, 2017
Ref: Resolution Approving an Amendment to the 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 Authority's 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 2016–2017, as Amended

Background: This agreement extends the period for delivery of legal services by the Center for Economic Development Law (“CEDL”) to Oklahoma City Urban Renewal Authority (“OCURA”) for programs and projects funded, in whole, or in part with Community Development Block Grant (“CDBG”) funds. CDBG funds are annually allocated to OCURA by the City of Oklahoma City. The City and OCURA have extended the fiscal year 2016-17 contract to September 30, 2017 to allow for the completion of current projects and for eligible costs related to the projects to be reimbursed from the fiscal year 2016-17 CDBG allocation.

Summary of Agenda Item: The resolution approves the agreement and authorizes its execution

Recommendation: Approval of Resolution

Attachments: Amendment to the Community Development Block Grant Services Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE 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 AUTHORITY'S 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 2016-2017, AS AMENDED

WHEREAS, the Housing and Community Development Act of 1974 became effective on January 5, 1975, as amended ("Act"); and

WHEREAS, Title I of the Act contemplates the use of CDBG for the establishment and maintenance of viable urban communities as social, economic and political entities; and

WHEREAS, a specific objective of the Act is to achieve viable urban communities through the conservation and expansion of the nation's housing stock by providing decent housing, a suitable living environment, and expanding economic opportunities principally for persons of low to moderate income as defined by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Act is intended to emphasize and strengthen the ability of local elected officials to determine the community's development needs, set priorities, and allocate resources to various activities; and

WHEREAS, the City, as applicant for and recipient of such CDBG funds, deems it desirable to fully assume the responsibilities contemplated and implied under the Act; and

WHEREAS, the City entered into the CDBG Operating Agreement with the Authority for the fiscal year 2016-2017, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted ("Operating Agreement"); and

WHEREAS, the Authority and the Center for Economic Development Law, PLLC ("CEDL") entered into the Community Development Block Grant Services Agreement, dated October 19, 2016, whereby CEDL provides general counsel services to the Authority needed in connection with the Authority's CDBG program ("CDBG Legal Services Agreement"); and

WHEREAS, the CDBG Legal Services Agreement was a sole source contract between the Authority and the Alliance, consistent with 2 CFR Part 200 (or, as applicable, 24 CFR Part 85) and OMB Circular A-87; and

WHEREAS, the City and the Authority have extended the Operating Agreement to conclude on September 30, 2017; and

WHEREAS, the Authority deems it appropriate and desirable to amend the CDBG Legal Services Agreement to continue its representation by CEDL for general counsel services needed for the Authority to undertake its CDBG obligations under the Operating Agreement, as amended, through September 30, 2017.

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

1. The proposed Amendment to Community Block Grant Services Agreement (“Amendment”) is hereby approved, and the appropriate Officers of the Authority are authorized to execute said Amendment.
2. The Executive Director is authorized to take such actions as may be necessary and appropriate to implement the approved Amendment.
3. The acts and authority of the Executive Director with respect to the negotiation of the Amendment are hereby approved and ratified.
4. The Officers and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Amendment.

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 and annual** 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 **19th** day of **July, 2017**; 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)

**AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES
AGREEMENT**

This AMENDMENT TO COUMMUNITY BLOCK GRANT SERVICES AGREEMENT (“Amendment”) is made as of the ____ day of _____, 2017, between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“Authority”) and the CENTER FOR ECONOMIC DEVELOPMENT LAW, PLLC (“CEDL”) for the provision of general counsel services needed in connection with the Authority’s Community Development Block Grant (“CDBG”) program in accordance with the CDBG Operating Agreement between the Authority and The City of Oklahoma City (“City”) for the fiscal year beginning July 1, 2016 and ending June 30, 2017, as amended.

WITNESSETH:

WHEREAS, the City entered into the CDBG Operating Agreement with the Authority for the fiscal year 2016–2017, for the day-to-day conduct of a community development program under eligible provisions of the Act while at the same time reserving to the City complete authority and responsibility for the approval of such a community development program, its funding and budget, and the terms and conditions under which the program shall be conducted (“Operating Agreement”); and

WHEREAS, the Authority and CEDL entered into the Community Development Block Grant Services Agreement, dated October 19, 2016, whereby CEDL provides general counsel services to the Authority needed in connection with the Authority’s CDBG program (“CDBG Legal Services Agreement”); and

WHEREAS, the CDBG Legal Services Agreement was a sole source contract between the Authority and CEDL, consistent with 2 CFR Part 200 (or, as applicable, 24 CFR Part 85) and OMB Circular A-87; and

WHEREAS, the City and the Authority have extended the Operating Agreement to conclude on September 30, 2017; and

WHEREAS, the Authority deems it appropriate and desirable to continue its representation by CEDL for general counsel services needed for the Authority to undertake its CDBG obligations under the Operating Agreement, as amended, pursuant to the CDBG Legal Services Agreement, as amended by this Amendment, through September 30, 2017.

NOW, THEREFORE, effective on or as of July 1, 2017, the Authority and CEDL agree to all the foregoing and further agree as follows:

1. Section 2 of the CDBG Legal Services Agreement is amended so that the term of the CDBG Legal Services Agreement shall be from July 1, 2016 through September 30, 2017. All scheduled work provided for in the CDBG Services Agreement shall be completed by or be under contract for completion by September 30, 2017, the date provided for in the Operating Agreement, as amended.

2. All remaining terms of the CDBG Legal Services Agreement are hereby affirmed by the parties thereto.

IN WITNESS WHEREOF, the parties hereto set their hands this _____ day of July, 2017.

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

**THE CENTER FOR ECONOMIC
DEVELOPMENT LAW, PLLC**

By: _____
J. Larry Nichols
Chairman

By: _____
Leslie V. Batchelor
President

ATTEST:

Mary Melón
Secretary

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: July 19, 2017

Ref: Authorizing Signatories for the Payment and Investment of Money on Behalf of the Oklahoma City Urban Renewal Authority

Background: On July 16, 2014, the Oklahoma City Urban Renewal Authority (“Authority”) approved Resolution No. 5654 authorizing certain signatories on orders and checks for payment and investment of money by the Authority. It is necessary to have an updated resolution approving signatories and Executive Director authority to add or remove signatories.

Purpose of Agenda Item: The resolution for consideration names those authorized to sign orders and checks on behalf of the Authority and authorizes the Executive Director to add and remove staff signatories as necessary and appropriate.

Staff Recommendation: Approval of Resolution

Attachments: None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SIGNATORIES FOR THE PAYMENT AND INVESTMENT OF MONEY ON BEHALF OF THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY

BE IT RESOLVED that all orders and checks for the payment and investment of money by the Oklahoma City Urban Renewal Authority shall be signed and countersigned. The following are designated as document signers and counter-signers:

J. Larry Nichols, Chairman of the Oklahoma City Urban Renewal Authority

James. R. Tolbert III, Vice Chairman of the Oklahoma City Urban Renewal Authority

Mark Beffort, Treasurer of the Oklahoma City Urban Renewal Authority

Catherine O'Connor, Executive Director of the Oklahoma City Urban Renewal Authority

Geri Harlan, Chief Financial Officer of The Alliance for Economic Development of Oklahoma City, Inc.

The Executive Director and Legal Counsel of the Oklahoma City Urban Renewal Authority are authorized to furnish a copy of this Resolution to any bank with whom the Oklahoma City Urban Renewal Authority deposits or invests funds and to such other persons and organizations as may be entitled thereto in the proper conduct of the business of the Oklahoma City Urban Renewal Authority and from time to time furnish certificates showing the identity of the persons then occupying the positions indicated.

BE IT FURTHER RESOLVED that the Executive Director is authorized to remove staff as signatories when necessary and appropriate and that prior resolutions inconsistent with this Resolution are hereby rescinded.

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 and annual** 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 **19th** day of **July, 2017**; 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
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Eleven Months Ending May 31, 2017

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2016-17</u>
Assets											
Cash	736,693	136,343	114,371	4,643,375	-	-	1,320,118	166,884	328,731	7,446,515	
Investments	3,465,462	-	-	-	-	-	-	-	-	3,465,462	
Accounts Receivable	-	38,593	-	-	-	-	-	-	-	38,593	
Due from Other Governmental Entities	-	3,062	-	-	-	-	-	-	-	3,062	
Due from (to) Other Funds	788,764	(177,989)	(56,003)	(78,169)	(9,174)	(614,752)	147,323	-	-	-	
Total Assets	4,990,920	9	58,367	4,565,207	(9,174)	(614,752)	1,467,441	166,884	328,731	10,953,633	
Liabilities and Fund Balances											
Accounts Payable	-	9	-	-	-	-	-	-	-	9	
Deposits	2,700	-	-	-	-	-	-	-	-	2,700	
Total Liabilities	2,700	9	-	-	-	-	-	-	-	2,709	
Total Fund Balances	4,988,220	-	58,367	4,565,207	(9,174)	(614,752)	1,467,441	166,884	328,731	10,950,924	
Total Liabilities and Fund Balances	4,990,920	9	58,367	4,565,207	(9,174)	(614,752)	1,467,441	166,884	328,731	10,953,633	
Revenues											
Grant Revenues - CDBG	418,036	-	-	-	-	-	-	-	-	418,036	1,398,673
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-
Rentals	2,200	-	-	1,000	19,420	1,125	-	-	576,771	600,516	700,000
Real Estate Sales	129,258	-	-	943,985	-	32,497	31,410	-	-	1,137,150	5,000,000
Interest	33,542	-	-	1,310	-	-	-	154	-	35,006	35,000
Core to Shore MAPS 3 Project	-	-	618,918	-	-	-	-	-	-	618,918	900,000
Other	-	-	-	4,500,000	-	-	73	-	-	4,500,073	9,900,000
Total Revenues	583,035	-	618,918	5,446,295	19,420	33,622	31,483	154	576,771	7,309,699	17,933,673
Expenditures											
General and Administrative	268,911	-	56,003	86,583	12,887	301,879	26,185	15,068	104,257	871,773	823,000
Real Estate Acquisition	19,800	-	261,822	6,820,364	-	159,391	-	-	-	7,261,376	10,250,000
Property Disposition	42,826	-	65,489	-	-	32,258	-	-	-	140,573	1,500,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	81,043	81,043	500,000
Legal	112,875	-	2,934	136,397	7,449	34,276	-	-	1,973	295,903	325,000
Other Professional	39,900	-	15,723	183,136	-	26,594	-	30,000	-	295,353	500,000
Property Management	172,361	-	-	10,486	-	112,119	-	-	136,414	431,380	479,500
Payments to the City of OKC	111,750	-	-	-	-	8,197	-	-	229,119	349,065	-
Other	11,944	-	-	-	8,258	9,248	-	12,757	10,140	52,346	50,000
Total Expenditures	780,367	-	401,971	7,236,966	28,594	683,961	26,185	57,825	562,945	9,778,812	14,427,500
Changes in Fund Balance	(197,332)	-	216,948	(1,790,671)	(9,174)	(650,339)	5,299	(57,670)	13,826	(2,469,114)	3,506,173
Fund Balance, Beginning of Year	5,185,552	-	(158,580)	6,355,877	-	35,588	1,462,142	224,554	314,905	13,420,037	
Fund Balance, Current	4,988,220	-	58,367	4,565,207	(9,174)	(614,752)	1,467,441	166,884	328,731	10,950,924	

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 May 31, 2017

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>	
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>
Assets										
Cash	736,693	136,343	114,371	4,643,375	-	-	1,320,118	166,884	328,731	7,446,515
Investments	3,465,462	-	-	-	-	-	-	-	-	3,465,462
Accounts Receivable	-	38,593	-	-	-	-	-	-	-	38,593
Due from Other Governmental Entities	-	3,062	-	-	-	-	-	-	-	3,062
Due from (to) Other Funds	788,764	(177,989)	(56,003)	(78,169)	(9,174)	(614,752)	147,323	-	-	-
Total Assets	4,990,920	9	58,367	4,565,207	(9,174)	(614,752)	1,467,441	166,884	328,731	10,953,633
Liabilities and Fund Balances										
Accounts Payable	-	9	-	-	-	-	-	-	-	9
Deposits	2,700	-	-	-	-	-	-	-	-	2,700
Total Liabilities	2,700	9	-	-	-	-	-	-	-	2,709
Total Fund Balances	4,988,220	-	58,367	4,565,207	(9,174)	(614,752)	1,467,441	166,884	328,731	10,950,924
Total Liabilities and Fund Balances	4,990,920	9	58,367	4,565,207	(9,174)	(614,752)	1,467,441	166,884	328,731	10,953,633
Revenues										
Grant Revenues - CDBG	45,447	-	-	-	-	-	-	-	-	45,447
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Rentals	-	-	-	1,000	1,667	-	-	-	52,434	55,100
Real Estate Sales	-	-	-	-	-	-	-	-	-	-
Interest	592	-	-	48	-	-	-	15	-	656
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Revenues	46,039	-	-	1,048	1,667	-	-	15	52,434	101,203
Expenditures										
General and Administrative	25,255	-	7,541	7,541	1,754	18,063	20	-	45,880	106,054
Real Estate Acquisition	2,800	-	2,750	4,760	-	(32)	-	-	-	10,278
Property Disposition	1,794	-	-	-	-	-	-	-	-	1,794
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	-
Legal	15,900	-	-	13,125	113	6,268	-	-	-	35,405
Other Professional	10,850	-	163	18,351	-	82	-	-	-	29,446
Property Management	26,256	-	-	-	-	8,933	-	-	12,199	47,388
Payments to the City of OKC	111,750	-	-	-	-	7,072	-	-	229,119	347,940
Other	-	-	-	-	-	-	-	-	-	-
Total Expenditures	194,604	-	10,454	43,777	1,866	40,385	20	-	287,197	578,304
Changes in Fund Balance	(148,565)	-	(10,454)	(42,729)	(200)	(40,385)	(20)	15	(234,764)	(477,102)
Fund Balance, Beginning of Period	5,136,785	-	68,822	4,607,936	(8,974)	(574,367)	1,467,461	166,869	563,495	11,428,025
Fund Balance, Current	4,988,220	-	58,367	4,565,207	(9,174)	(614,752)	1,467,441	166,884	328,731	10,950,924

Oklahoma City Urban Renewal Authority
Schedule of Investments
May 31, 2017

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
FirstBank Puerto Rico CD	0.95%	06/12/17	06/12/15	250,000
Capital One Bank USA NA CD	1.05%	06/19/17	06/17/15	249,000
Barclays Bank/Delaware CD	1.15%	09/18/17	09/16/15	245,000
Federal Home Loan Mtg Corp MTN	0.90%	09/18/17	01/08/16	1,001,820
Capital One NA CD	1.20%	10/30/17	10/28/15	245,000
American Express Centurion CD	1.20%	10/30/17	10/28/14	245,000
Medallion Bank Utah CD	0.95%	04/30/18	04/29/16	250,000
Ally Bank CD	1.65%	05/28/19	05/25/17	247,000
Discover Bank CD	2.10%	08/20/19	02/15/17	242,642
State Bank of India CD	2.15%	09/11/19	02/15/17	243,000
American Express Bank FSB CD	2.25%	05/24/21	05/24/17	247,000
Total Investments	1.30%			3,465,462