

AGENDA
SPECIAL MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
THURSDAY, MAY 4, 2023
431 W. MAIN STREET, SUITE B
10:00 A.M.

**Business will commence as soon after 10:00 A.M. as the Oklahoma City
Redevelopment Authority is adjourned**

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting on Tuesday, March 7, 2023
5. Resolution No. _____ Accepting the Proposal by HSPG & Associates, PC, to Provide an Audit of Accounts for the Fiscal Year ending June 30, 2023

JFK PROJECT AREA

6. Resolution No. _____ Approving a Redevelopment Agreement With Jaycie Rae REH, LLC, or a Single-Family Residence at 1425 E. Park Place, John F. Kennedy Urban Renewal Plan
7. Resolution No. _____ Approving a Redevelopment Agreement with Ira Thomas and Audrea Thomas, for a Single-Family Residence at the Northeast Corner Of Northeast 19th Street and Martin Luther King Boulevard, John F. Kennedy Urban Renewal Plan
8. Resolution No. _____ Authorizing an Invitation for Proposals for Redevelopment of the Creston Hills Elementary School Building and Property, John F. Kennedy Urban Renewal Plan

MAPS SPORTS ENTERTAINMENT PARKING

9. Resolution No. _____ Approving Partial Assignment of Redevelopment Agreement from Bricktown Entertainment, L.L.C., To Cadet 23, LLC, and Brain Storm Shelter, LLC, Maps-Sports-Entertainment-Parking Support Redevelopment Plan
10. Resolution No. _____ Authorizing the Executive Director to Exercise the Option for Routine Common Area Maintenance of the Bass Pro Building Common Area to be Performed by the Bricktown Entertainment Center Owners' Association, Inc.

OCURA AGENDA

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GENERAL MATTERS

11. Presentation of Interim Financial Report for the Period Ending February 28, 2023
12. Staff Report
13. Citizens to be heard
14. Adjournment

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

Posted at the offices of the City Clerk, and at 431 W. Main Street by 10:00 a.m. on Wednesday, May 3 2023, by Pam Lunnon, Accounting & Administrative Coordinator

MINUTES OF SPECIAL MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
TUESDAY, MARCH 7, 2023

A Special Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Tuesday, March 7, 2023, at 4:18 p.m. in the conference room located at 105 N. Hudson, Suite 101; Oklahoma City, Oklahoma 73102.

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

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

Commissioners Absent:

Mr. James R. Tolbert, III

Staff Members Present:

Kenton Tsoodle, Executive Director
Leslie Batchelor, OCURA General Counsel, CEDL
Emily Pomeroy, OCURA Associate General Counsel, CEDL
Dan Batchelor, OCURA Special Counsel, CEDL
Cassi Poor, Shira Lucky, Leana Dozier, Geri Harlan, Kimberly Francisco, Jose Becerril,
John Kim, and Keith Kuhlman, The Alliance for Economic Dev. of OKC

Others Present:

Tim Strange, Rose Rock Development
Anne-Marie Hogan, UCO Student

The Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on February 15, 2023. Commissioner Perry moved the approval of the minutes and upon second by Commissioner Hatfield, the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye

OCURA Board of Commissioners, Tuesday, March 7, 2023

Mr. Russell M. Perry Aye
Mr. James R. Tolbert, III Absent
Mr. Lee E. Cooper, Jr. Aye

Minutes Approved

The Chairman introduced the following resolutions:

CENTRAL BUSINESS DISTRICT

Resolution No. 6068 entitled:

“Resolution Approving an Amended and Restated Redevelopment Agreement with Alley’s End, LP and Approving a Contract for Sale of Land with Oklahoma City Redevelopment Corporation, for the Redevelopment of Property Located at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, Constituting Redevelopment Parcel No. 1, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)”

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

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

Resolution Adopted

Resolution No. 6069 entitled:

“Resolution Authorizing Interim Parking Lot Ground Lease with Alley’s End, LP, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)”

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

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

OCURA Board of Commissioners, Tuesday, March 7, 2023

GENERAL MATTERS

Financial Report

Geri Harlan presented financial reports through December 31, 2022.

Commissioner Hatfield moved to accept financials, and upon second by Commissioner Perry, the vote was as follows:

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

Financials Received

Staff Report - none

Citizens to be heard

There being no further business to come before the Board, the Chairman adjourned the meeting at 4:36 p.m.

Secretary

OKLAHOMA CITY

URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Kenton Tsoodle, Executive Director
Date: May 4, 2023
Ref: Resolution Accepting the Proposal by HSPG & Associates to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2023

Background: On March 20, 2019, OCURA published a Request for Audit Proposals. OCURA received several responses and the proposal from HSPG & Associates was accepted as the lowest responsive and responsible quote. At the discretion of the Board of Commissioners, HSPG & Associates may be retained for up to five years.

HSPG & Associates has submitted a proposal to audit the activities of OCURA for the fiscal year ending June 30, 2023 for Twenty-seven Thousand Dollars (\$27,000), which includes compliance testing for one major program to be audited under CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CFR Part 200 requires non-federal entities that expend \$750,000 or more in Federal awards during their fiscal year to have a single audit. OCURA receives Community Development Block Grant funds from the City of Oklahoma City and will be required to obtain a single audit for fiscal year 2023.

The current proposal reflects a \$900 increase in fees over the previous fiscal year.

Purpose of Agenda Item: The resolution for consideration approves the acceptance of the proposal by HSPG & Associates to audit the activities of OCURA for the fiscal year ending June 30, 2023, for Twenty-seven Thousand Dollars (\$27,000).

Staff Recommendation: Approval of Resolution

Attachments: HSPG & Associates Engagement Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROPOSAL BY HSPG & ASSOCIATES, PC, TO PROVIDE AN AUDIT OF ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2023

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

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

WHEREAS, the Authority may employ such experts and other consultants as it may require, and it may contract for any services necessary to its operation; and

WHEREAS, in response to an invitation for audit proposals, the Authority received a proposal from HSPG & Associates, PC, to audit the financial activities of the Authority for the fiscal year ending June 30, 2023, and

WHEREAS, it is appropriate and desirable to accept the proposal from HSPG & Associates, PC, to audit the financial activities of the Authority for the fiscal year ending June 30, 2023, for an amount not to exceed Twenty-Seven Thousand (\$27,000.00), plus travel and expenses associated with performing the audit; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to accept the proposal submitted by HSPG & Associates, PC, to audit the financial activities of the Authority for the fiscal year ending June 30, 2023.

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

1. The proposal by HSPG & Associates, PC, to audit the financial activities of the Authority for the fiscal year ending June 30, 2023, for an amount not to exceed Twenty-Seven Thousand (\$27,000.00), plus travel and expenses associated with performing the audit, is hereby accepted and approved.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing resolution was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City,

Oklahoma, on the **4th** day of **May, 2023**; 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



April 26, 2023

To the Audit Committee and Management
Oklahoma City Urban Renewal Authority
Oklahoma City, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for the Oklahoma City Urban Renewal Authority (OCURA) for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the modified cash basis financial statements of the governmental activities and each major fund, including the disclosures, which collectively comprise the basic financial statements, of OCURA as of and for the year ended June 30, 2023.

We have also been engaged to report on supplementary information that accompanies OCURA's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards (modified cash basis)
- 2) Combining governmental fund statements (modified cash basis)

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting, and report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

HSPG & ASSOCIATES, PC

5400 N Grand Blvd, Suite 330 • Oklahoma City, Oklahoma 73112 • Phone: 405.844.9995 • Fax: 405.844.9975

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Revenue recognition
- Management override of controls

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of OCURA's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of OCURA's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on OCURA's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of OCURA in conformity with the modified cash basis of accounting and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the modified cash basis of accounting and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are

responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit

services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, and other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to OCURA; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HSPG & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HSPG & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an outside regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Patrick Hollingsworth is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$27,000. This fee includes compliance testing over one major program in accordance with the Uniform Guidance. Each additional major program will be \$4,900. This fee also includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of OCURA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to OCURA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Sincerely,

HSPG & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Oklahoma City Urban Renewal Authority.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Kenton Tsoodle, Executive Director
Date: May 4, 2023
Ref: Resolution Approving a Redevelopment Agreement with Jaycie Rae REH, LLC, for a Single-Family Residence at 1425 E. Park Place, John F. Kennedy Urban Renewal Plan

Background: In 2018, OCURA issued a Request for Proposals from builders and real estate developers for development of residential homes on scattered lots in the JFK Urban Renewal Area. Jaycie Rae REH, LLC proposes to build a single-family residence on OCURA property located near the intersections of East Park Place & North Fonshill Avenue in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement, Special Warranty Deed and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH JAYCIE RAE REH, LLC, FOR A SINGLE-FAMILY RESIDENCE AT 1425 E. PARK PLACE, 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 Jaycie Rae REH, LLC (“Redeveloper”), for development of a single-family residence at 1425 E. Park Place, Lots 32–33, Block 21, Culbertson’s East Highland Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

WHEREAS, the proposed purchase price contained in the proposed Redevelopment Agreement is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper, as established by the reuse appraisal currently on file at the offices of the Authority; and

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

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

1. The proposed Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director and Officers of the Authority are authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.
3. The purchase price of sixty cents per square foot (\$0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **4th** day of **May, 2023**; 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 legally sufficient number of the Commissioners.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

JAYCIE RAE REH, LLC

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
JAYCIE RAE REH, 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 JAYCIE RAE REH, LLC, an Oklahoma limited liability company having a mailing address of 1997 Rainey’s Boulevard, Edmond, OK 73025 (“Redeveloper”).

WITNESSETH:

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

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

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

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

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

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 **Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed[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.** 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.
- 2.6 **Closing Costs.** The Authority shall pay the full cost of obtaining a land survey of the Property. The Redeveloper shall pay all fees charged by the closing agent, the full cost to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

- 3.1 **Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing a new single-family residence as stipulated below:
- (a) Each new 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) Each new 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 each residence’s 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 each residence, as well as plans fixing and describing the size and character of each 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 each 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 both residences and Improvements; and
- (d) **Disposition Plan.** For residences not intended as the Redeveloper’s primary residence, a description of the Redeveloper’s disposition plan for the Property and residence, including marketing and realtor/broker information (if applicable), and any special financing arrangements, requirements or conditions the Redeveloper intends to place on the Property’s disposition; and
- (e) **Construction Contract.** A form of construction contract between the Redeveloper and a licensed construction contractor.

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

3.4 Approved Redevelopment Plan Required Prior to Commencement Date, Condition Precedent to Conveyance. The Redeveloper’s submittal of a Redevelopment Plan to the Authority and the Authority’s approval of that Redevelopment Plan by the Authority must

occur prior to the date construction is to commence pursuant to Section 3.6 below. An approved Redevelopment Plan is a condition precedent to the Authority's obligation to convey the Property to the Redeveloper under Article 2 above.

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

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

Commencement Date: June 30, 2023

Completion Date: October 31, 2023

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 each 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.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

Jaycie Rae REH, LLC
1997 Rainey's Boulevard
Edmond, OK 73025; 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

Kenton Tsoodle, 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 _____, 2023, personally appeared Kenton Tsoodle, 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 he executed the same as his 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)

REDEVELOPER:

JAYCIE RAE REH, LLC,
an Oklahoma limited liability company

By: _____
Kelsey Diane Rusnack, Manager/Member

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 _____, 2023, personally appeared Kelsey Diane Rusnack, to me known to be the identical person who executed the foregoing instrument as the Manager/Member of Jaycie Rae REH, LLC, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Jaycie Rae REH, LLC, 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 Thirty-Two (32) and Thirty-Three (33), in Block Twenty-One (21), of Culbertson's East Highland 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]

EXHIBIT C
(FORM OF DEED)

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

Jaycie Rae REH, LLC
1997 Rainey's Boulevard
Edmond, OK 73025

**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 Jaycie Rae REH, LLC, have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2023 ("Redevelopment Agreement"), whereby Jaycie Rae REH, 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 **JAYCIE RAE REH, LLC**, an Oklahoma limited liability company (“Grantee”).

WITNESSETH:

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

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

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

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

THIRD: The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and

shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than June 30, 2023, and shall be completed no later than October 31, 2023.

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

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

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

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

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

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

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

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

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

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

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

The Grantor shall each be deemed a beneficiary of covenants numbered FIRST through SIXTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST, FIFTH and SIXTH; and the United States shall be deemed a beneficiary of the covenants numbered

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

By: _____
Kenton Tsoodle, Executive Director

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 Kenton Tsoodle, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma City Urban Renewal Authority, a public body corporate, 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: _____



Legend

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

1: 2,257 

Notes

0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

OKLAHOMA CITY

**URBAN
RENEWAL
AUTHORITY**

To: Board of Commissioners
From: Kenton Tsoodle, Executive Director
Date: May 4, 2023
Ref: Resolution Approving a Redevelopment Agreement with Ira Thomas and Audrea Thomas, for a Single-Family Residence at the Northeast corner of Northeast 19th Street and Martin Luther King Boulevard, John F. Kennedy Urban Renewal Plan

Background: In 2018, OCURA issued a Request for Proposals from Prospective Homeowners to development of residential homes on scattered lots in the JFK Urban Renewal Area. Ira and Audrea Thomas, proposes to build a single-family residence on OCURA property located on the northeast corner of the intersection of Northeast 19th Street & Martin Luther King Boulevard in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement, Special Warranty Deed and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH IRA THOMAS AND AUDREA THOMAS, FOR A SINGLE-FAMILY RESIDENCE AT THE NORTHEAST CORNER OF NORTHEAST 19TH STREET AND MARTIN LUTHER KING BOULEVARD, 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 Ira Thomas and Audrea Thomas (“Redeveloper”), for development of a single-family residence at the northeast corner of Northeast 19th Street and Martin Luther King Boulevard, Lot 11, Block 20, Creston Hills Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

WHEREAS, the proposed purchase price contained in the proposed Redevelopment Agreement is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper, as established by the reuse appraisal currently on file at the offices of the Authority; and

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

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

1. The proposed Redevelopment Agreement with the Redeveloper is hereby approved, and the Executive Director and Officers of the Authority are authorized to execute the Redevelopment Agreement and to take such actions and execute such documents as may be necessary to undertake the redevelopment in accordance with the approved Redevelopment Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.
3. The purchase price of sixty cents per square foot (\$0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **4th** day of **May, 2023**; 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 legally sufficient number of the Commissioners.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

IRA THOMAS AND AUDREA THOMAS

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
IRA THOMAS AND AUDREA THOMAS**

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 IRA THOMAS AND AUDREA THOMAS, a married couple having a mailing address of 2004 N. Martin Luther King Avenue, Oklahoma City, OK 73111 (“Redeveloper”).

WITNESSETH:

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

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

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

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

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

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 **Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed[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.** 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.
- 2.6 **Closing Costs.** The Authority shall pay the full cost of obtaining a land survey of the Property. The Redeveloper shall pay all fees charged by the closing agent, the full cost to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

- 3.1 **Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing a new single-family residence as stipulated below:
- (a) Each new 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) Each new 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 each residence's 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 each residence, as well as plans fixing and describing the size and character of each 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 each 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 both residences and Improvements; and
- (d) **Disposition Plan.** For residences not intended as the Redeveloper's primary residence, a description of the Redeveloper's disposition plan for the Property and residence, including marketing and realtor/broker information (if applicable), and any special financing arrangements, requirements or conditions the Redeveloper intends to place on the Property's disposition; and
- (e) **Construction Contract.** A form of construction contract between the Redeveloper and a licensed construction contractor.

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

3.4 Approved Redevelopment Plan Required Prior to Commencement Date, Condition Precedent to Conveyance. The Redeveloper's submittal of a Redevelopment Plan to the Authority and the Authority's approval of that Redevelopment Plan by the Authority must

occur prior to the date construction is to commence pursuant to Section 3.6 below. An approved Redevelopment Plan is a condition precedent to the Authority's obligation to convey the Property to the Redeveloper under Article 2 above.

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

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

Commencement Date: March 1, 2024

Completion Date: March 1, 2025

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 each 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.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

Ira Thomas and Audrea Thomas
2004 N Martin Luther King Avenue
Oklahoma City, OK 73111; 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

Kenton Tsoodle, 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 _____, 2023, personally appeared Kenton Tsoodle, 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 he executed the same as his 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

Lot Eleven (11), in Block Twenty (20), of Creston Hills 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]

EXHIBIT C
(FORM OF DEED)

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

Ira Thomas and Audrea Thomas
2004 N Martin Luther King Avenue,
Oklahoma City, OK 73111

**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 Ira Thomas and Audrea Thomas, have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2023 (“Redevelopment Agreement”), whereby Ira Thomas and Audrea Thomas, 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 **IRA THOMAS AND AUDREA THOMAS**, a married couple (“Grantee”).

WITNESSETH:

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

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

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

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

THIRD: The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and

shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than March 1, 2024, and shall be completed no later than March 1, 2025.

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

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

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

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

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

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

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

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

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

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

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

The Grantor shall each be deemed a beneficiary of covenants numbered FIRST through SIXTH, the City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST, FIFTH and SIXTH; and the United States shall be deemed a beneficiary of the covenants numbered

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

By: _____
Kenton Tsoodle, Executive Director

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 Kenton Tsoodle, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma City Urban Renewal Authority, a public body corporate, 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: _____

GRANTEE:

IRA THOMAS AND AUDREA THOMAS,
a married couple

By: _____
Ira Thomas

Audrea Thomas

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 _____, 2023, personally appeared Ira Thomas and Audrea Thomas, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary acts for the uses and purposes therein set forth.

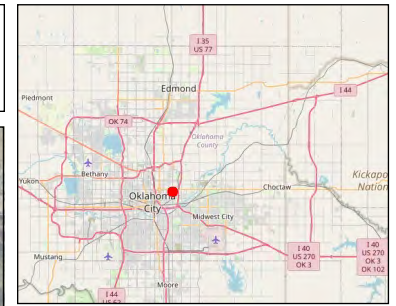
Witness my hand and official seal the day and year above written.

NOTARY PUBLIC




My Commission Number: _____

My Commission Expires: _____

(Seal)



Legend

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

Notes

0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Kenton Tsoodle, Executive Director
Date: May 4, 2023
Ref: Resolution Authorizing an Invitation for Proposals for Redevelopment of the Creston Hills Elementary School Building and Property, John F. Kennedy Urban Renewal Plan

Background: OCURA owns and is seeking to convey for redevelopment real property located at 2240 Northeast 19th Street, which houses the building and grounds previously used for Creston Hills Elementary School. The redevelopment of the Property is to include the adaptive reuse of the existing building. This represents an important opportunity for development to reestablish its central place in the surrounding Creston Hills community, as well as supports the objectives of the Urban Renewal Plan.

A public notice for an invitation for proposals will be published prior opening the submission for proposals for not less than 90 days from the date of first publication.

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

Recommendation: Approval of Resolution.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF THE CRESTON HILLS ELEMENTARY SCHOOL BUILDING AND PROPERTY, JOHN F. KENNEDY URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority, (“Authority”) is engaged in the implementation of the John F. Kennedy (R-35) Urban Renewal Plan (“Urban Renewal Plan”), pursuant to the approval and direction of the City of Oklahoma City in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-101, *et seq.*; and

WHEREAS, the Authority owns the real property located at 2240 Northeast 19th Street, which houses the building and grounds previously used for Creston Hills Elementary School, as described and depicted on the attached Exhibit A (“Property”); and

WHEREAS, the redevelopment of the Property, to include the adaptive reuse of the existing building, represents an important opportunity for development and reestablishes its central place in the surrounding Creston Hills community; 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 invitation for proposals for the redevelopment of the Property, to include adaptive reuse of the main building on the Property, is hereby authorized.
2. A public notice of invitation for proposals is hereby authorized to be published, and a period of not less than 90 days from the date of publication is hereby established for submission of proposals.
3. The Executive Director, Authority staff, and legal counsel are authorized to take necessary and appropriate actions to conduct a public competitive process and are directed to proceed with the issuance of the public invitation for redevelopment proposals in a timely manner.
4. 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.
5. 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, PlanOKC, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code.
 - b. Responsiveness of the proposal in describing how the proposed adaptive reuse of the primary Creston Hills Elementary School building and the redevelopment of the rest of the Property will be compatible with and/or complementary to the immediately surrounding neighborhood.
 - c. Market feasibility and likelihood of the proposal to succeed.
 - d. Qualifications and experience of the redevelopment team to complete to the redevelopment.
 - e. Ability to achieve the design objectives and specific requirements identified in the invitation for proposals.
 - 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 the Board of Commissioners deems, in its 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 **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, on the **4th** day of **May, 2023**; 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

Exhibit A

Legal Description and General Depiction of the Property

A tract of land being a part of "Lot A", CRESTON HILLS ADDITION, an addition to the City of Oklahoma City, recorded in Book 336 of Plats, Page 486, Oklahoma County, Oklahoma, lying in the Northwest Quarter of Section Twenty-five (25), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot A;

THENCE Southerly, along the east line of said Lot A, the following two (2) courses:

Southerly along a curve to the left having a radius of 3141.20 feet (said curve subtended by a chord which bears South 03°32'24" West a chord distance of 223.75 feet) for an arc length of 223.79 feet (225.1 feet Plat);

South 01°27'42" West a distance of 51.46 feet;

THENCE South 89°30'09" West, along the southerly easement line extended to Independent School District No. 89, recorded in Book 2280, Page 335, a distance of 161.28 feet to a point approximately 1-foot radial to the north edge of a sidewalk;

THENCE Westerly, 1-foot radial to said north edge of sidewalk the following seven (7) courses:

North 58°25'30" West a distance of 9.85 feet;

North 73°01'44" West a distance of 12.18 feet;

North 81°36'33" West a distance of 9.58 feet;

South 86°46'44" West a distance of 14.37 feet;

North 78°20'22" West a distance of 19.56 feet;

North 83°51'21" West a distance of 37.54 feet;

Southwesterly along a non-tangent curve to the left having a radius of 42.01 feet (said curve subtended by a chord which bears South 62°22'45" West a chord distance of 39.80 feet) for an arc length of 41.46 feet to a point on the southerly easement line to Independent School District No. 89, recorded in Book 2280, Page 335;

THENCE South 89°30'09" West, along said southerly easement line, a distance of 95.61 feet to a point 1-foot radial to the back of curb of Eighteenth Street cul-de-sac;

THENCE Westerly, along a non-tangent curve to the left, along being 1-foot radial to said back of curb, having a radius of 39.00 feet (said curve subtended by a chord which bears North 80°11'09" West a chord distance of 62.18 feet) for an arc length of 71.96 feet to a point on the north right-of-way line for Eighteenth Street;

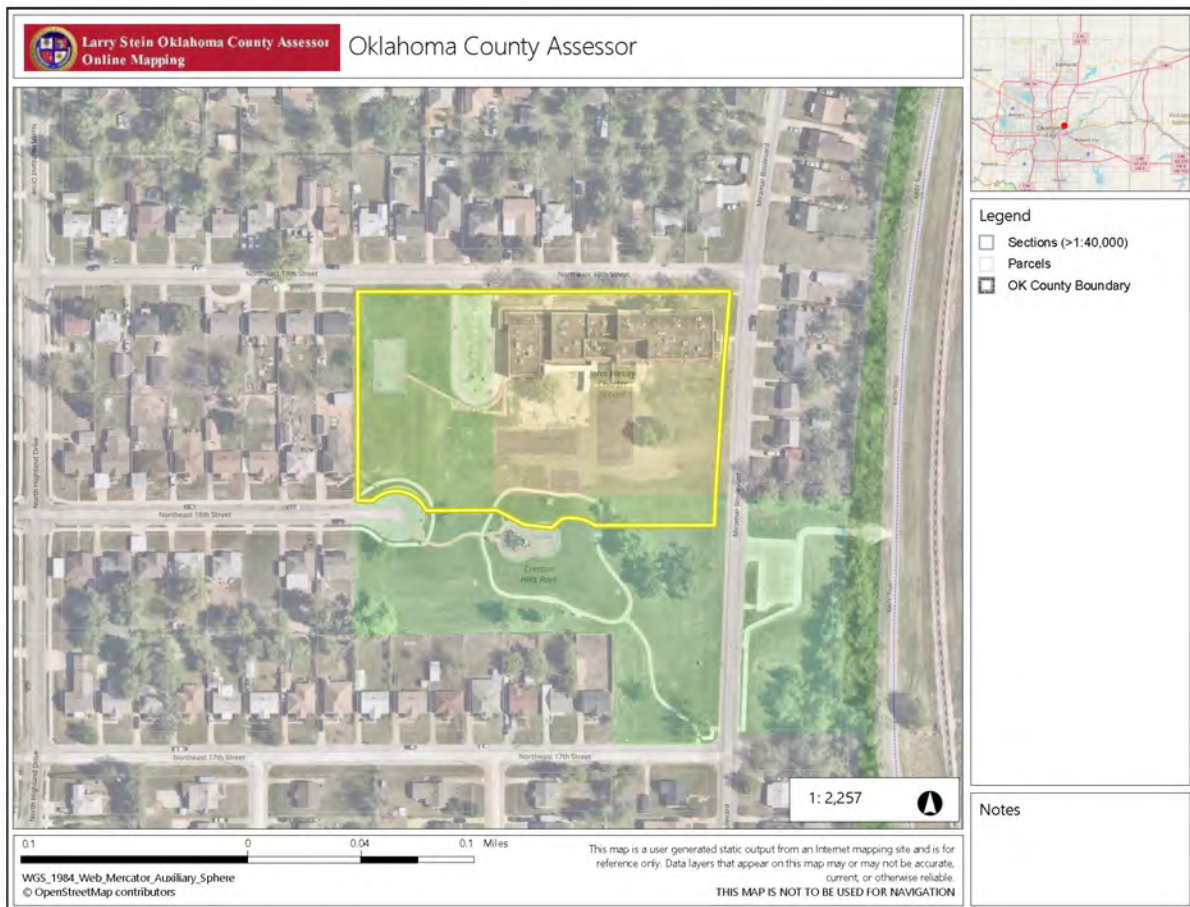
THENCE South 89°33'51" West, along said north right-of-way line, a distance of 33.39 feet to a point on the west line of said Lot A, also being the southeast corner of Lot 16;

THENCE North 00°26'09" West, along said west line, a distance of 264.00 feet to the Northwest corner of said Lot A;

THENCE North 89°33'51" East, along the north line of said Lot A, a distance of 504.30 feet to the POINT OF BEGINNING.

Said Tract of land contains an area of 132,761 square feet or 3.0478 acres, more or less.

The bearing of North 89°33'51" East, along the north line of "Lot A", was used as the basis of bearing for this legal description.



OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Kenton Tsoodle, Executive Director
Date: May 4, 2023
Ref: Resolution Approving Partial Assignment of Redevelopment Agreement from Bricktown Entertainment, L.L.C. to Cadet 23, LLC, and Brain Storm Shelter, LLC, MAPS-Sports-Entertainment-Parking Support Redevelopment Plan

Background: OCURA has approved a Redevelopment Agreement with Bricktown Entertainment, L.L.C., as amended, providing for development of the Bricktown Entertainment Center. The Redeveloper entered into the Agreement to Exercise Option to Purchase by which Redeveloper agreed to exercise its option to acquire fee title ownership of certain tracts of land within the Bricktown Entertainment Center described as the Phase III Property. Redeveloper has acquired title to the portions of the Phase III Property not acquired by the City (Tracts A-2 and B-2).

The Redeveloper has entered into a certain purchase and sale agreement (PSA) with Brain Storm Shelter, LLC for the sale of Tract B-1 on which will be constructed a Truck Yard-branded restaurant and bar. To facilitate the financing, Truck Yard intends to enter into a certain option agreement with Cadet 23, LLC at the closing of the transaction contemplated under the purchase and sale agreement, and assign its rights as the “Buyer” under the PSA to Cadet 23 at the closing of the transaction. Subject to the consummation of the closing in accordance with the Option Agreement, Cadet 23 shall lease Tract B-1 to Brain Storm Shelter or its affiliate as the tenant. Brain Storm Shelter or its affiliate will construct a Truck Yard-branded restaurant and bar on Tract B-1 that will be funded in accordance with a certain construction and disbursement agreement between Cadet 23 and Tenant which will be executed at closing. Pursuant to the Lease, Brain Storm Shelter shall be responsible for all obligations under the Redevelopment Agreement that may be required of Cadet 23 as Owner. Redeveloper, Cadet 23, and Brain Storm Shelter have also negotiated a Partial Assignment and Assumption of the Redevelopment Agreement pursuant to which Cadet 23 and Brain Storm Shelter will undertake the development of Tract B-1.

Summary of Agenda Item: The resolution approves Partial Assignment of Redevelopment Agreement from Bricktown Entertainment, L.L.C to Cadet 23, LLC and Brain Storm Shelter, LLC.

Recommendation: Approval of Resolution.

RESOLUTION NO. _____

RESOLUTION APPROVING PARTIAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT FROM BRICKTOWN ENTERTAINMENT, L.L.C., TO CADET 23, LLC, AND BRAIN STORM SHELTER, LLC, MAPS-SPORTS-ENTERTAINMENT-PARKING SUPPORT REDEVELOPMENT PLAN

WHEREAS, The City of Oklahoma City (“City”) has previously adopted the MAPS-Sports-Entertainment-Parking Support Redevelopment Plan (“Urban Renewal Plan”); and

WHEREAS, pursuant to the Urban Renewal Plan and approval by the City, the Oklahoma City Urban Renewal Authority (“Authority”) has approved a Redevelopment Agreement (“Redevelopment Agreement”) with Bricktown Entertainment, L.L.C. (“Redeveloper”), as amended, providing for development of the Bricktown Entertainment Center in accordance with the Urban Renewal Plan; and

WHEREAS, pursuant to the Redevelopment Agreement, the Authority and the Redeveloper entered into the Agreement to Exercise Option to Purchase between the Authority and Redeveloper (“Option Agreement”), by which Redeveloper agreed to exercise its option to acquire fee title ownership of certain tracts of land within the Bricktown Entertainment Center described as the Phase III Property in Schedule G of the Redevelopment Agreement (“Phase III Property”); and

WHEREAS, the Redevelopment Agreement and Option Agreement split the Phase III Property into two tracts: one, labelled “Tract A,” which is subject to a “No Build” covenant and which hosts a parking lot serving the Bricktown Entertainment Center and lower canal area; and the second, labelled “Tract B,” which consists of the balance of the Phase III Property but which is partially subject to a terminable non-exclusive easement in favor of the City to provide access and maintenance for the canal (“Terminable Non-Exclusive Easement”); and

WHEREAS, to accommodate the desire of the City to maintain public ownership of improvements within the Terminal Non-Exclusive Easement area, Redeveloper has previously partially assigned the Redevelopment Agreement and Option Agreement to the City, and the City has assumed the same, with respect to the portions of both Tracts A and Tracts B of the Phase III Property described and illustrated on Exhibit A as “Tract A-2” and “Tract B-2”; and

WHEREAS, pursuant to the Redevelopment Agreement and the Option Agreement, Redeveloper has acquired title to the remaining portion of the Phase III Property not acquired by the City (such tracts being known as “Tract A-1” and “Tract B-1,” respectively, as described and illustrated on Exhibit A); and

WHEREAS, the Redeveloper has entered into a certain purchase and sale agreement (“PSA”) with Brain Storm Shelter, LLC, a Texas limited liability company (“Brain Storm Shelter”), for the sale of Tract B-1, as described and illustrated on Exhibit A, on which will be constructed a Truck Yard-branded restaurant and bar; and

WHEREAS, to facilitate the financing necessary to construct a Truck Yard-branded restaurant on the Tract B-1, Truck Yard intends to (i) enter into a certain option agreement (“Option Agreement”) with Cadet 23, LLC, a Delaware limited liability company (“Cadet 23”) at the closing of the transaction contemplated under the purchase and sale agreement, and (ii) assign its rights as the “Buyer” under the PSA to Cadet 23 at the closing of the transaction (the “Closing”); and

WHEREAS, subject to the consummation of the closing in accordance with the Option Agreement, Cadet 23 shall lease Tract B-1 to Brain Storm Shelter or its affiliate as the “Tenant” thereunder (the “Lease”); and

WHEREAS, Brain Storm Shelter or its affiliate will construct a Truck Yard-branded restaurant and bar on Tract B-1 that will be funded in accordance with a certain construction and disbursement agreement between Cadet 23 and Tenant which will be executed at closing; and

WHEREAS, pursuant to the Lease, Brain Storm Shelter shall be responsible for all obligations under the Redevelopment Agreement (including, without limitation, completion of construction) that may be required of Cadet 23 as “Owner”; and

WHEREAS, Redeveloper, Cadet 23, and Brain Storm Shelter have also negotiated a Partial Assignment and Assumption of the Redevelopment Agreement (“Partial Assignment”), pursuant to which Cadet 23 and Brain Storm Shelter will undertake the development of Tract B-1 in accordance with the provisions of the Redevelopment Agreement; and

WHEREAS, pursuant to the terms of the Redevelopment Agreement, Redeveloper has agreed that it may not transfer its interests in the property pursuant to the Redevelopment Agreement without approval of the Authority until a Certificate of Completion has been issued with respect to the development thereon; and

WHEREAS, it is appropriate and desirable to approve the Partial Assignment.

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

1. The proposed Partial Assignment and Assumption of Redevelopment Agreement from Bricktown Entertainment, L.L.C., to Cadet 23, LLC, and Brain Storm Shelter, LLC, which is attached as “Exhibit B,” is hereby approved.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate, including approval of such revisions, edits, extensions, or provision of such additional documentation as may be necessary, to implement this approval and to implement the provisions of the Redevelopment Agreement, as amended, the Option Agreement, and the Partial Assignment, and all actions previously taken for such purposes are hereby ratified.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **4th** day of **May, 2023**; 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 legally sufficient number of the Commissioners present.

SECRETARY

(SEAL)

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
REDEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION (“Partial Assignment”) is entered into as of the 1st day of May 2023, by and between the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate (“Authority”), Bricktown Entertainment, L.L.C., an Oklahoma limited liability company (“Redeveloper” or “Assignor”), Cadet 23 LLC, a Delaware limited liability company (“Cadet 23”) and Brain Storm Shelter, LLC, a Texas limited liability company, (“Brain Storm Shelter” or “Assignee”) consists of three (3) parts: (1) the partial assignment of the Redevelopment Agreement between the Authority and Redeveloper, as amended (“Redevelopment Agreement”), to Brain Storm Shelter; (2) the partial assumption of the Redevelopment Agreement by Brain Storm Shelter; and (3) the Consent to Partial Assignment by the Authority.

WHEREAS, the City Council of the City has approved the MAPS Sports-Entertainment-Parking Support Redevelopment Plan, as amended (“Redevelopment Plan”), authorizing redevelopment of a portion of the downtown area of Oklahoma City by the Authority; and

WHEREAS, the Board of Commissioners of the Authority approved the Redevelopment Agreement, as amended, with the Redeveloper, providing for development of the Bricktown Entertainment Center in accordance with the Redevelopment Plan; and

WHEREAS, pursuant the Redevelopment Agreement, the Authority and the Redeveloper entered into the Agreement to Exercise Option to Purchase (“Option Agreement”), by which Redeveloper agreed to exercise its option to acquire fee title ownership of certain tracts of land within the Bricktown Entertainment Center described as the Phase III Property in Schedule G of the Redevelopment Agreement (“Phase III Property”) from the Authority; and

WHEREAS, the Redevelopment Agreement and Option Agreement split the Phase III Property into two tracts: one, labelled “Tract A,” which is subject to a “No Build” covenants and which hosts a parking lot serving the Bricktown Entertainment Center and lower canal area; and the second, labelled “Tract B,” which consists of the balance of the Phase III Property but which is partially subject to a terminable non-exclusive easement in favor of the City to provide access and maintenance for the canal (“Terminable Non-Exclusive Easement”); and

WHEREAS, the City of Oklahoma City (“City”) had constructed improvements within the area within the Terminable Non-Exclusive Easement, including walking paths, landscaping, and the Centennial Land Run Monument, along the banks of the southernmost portions of the canal and the northernmost reaches of the Oklahoma River improvements; and

WHEREAS, in discussions with the City regarding Redeveloper’s development of the Phase III Property, the City has expressed a desire to maintain public ownership of the property within the Terminable Non-Exclusive Easement where the City had constructed improvements; and

WHEREAS, to accommodate the City’s desires, Redeveloper has previously assigned its rights under the Redevelopment Agreement and Option Agreement with respect to those portions of Tract A and Tract B where the City had constructed improvements, known as “Tract A-2” and “Tract B-2,” to the City, and the Authority has conveyed Tract A-2 and Tract B-2 to the City under that assignment; and

WHEREAS, pursuant to the Redevelopment Agreement and Option Agreement, Redeveloper has acquired title to the remaining portion of the Phase III Property not acquired by the City, with such tracts known as “Tract B-1” and “Tract A-1,” respectively; and

WHEREAS, the Redeveloper has entered into a certain purchase and sale agreement with Brain Storm Shelter for the sale of Tract B-1 (the “PSA”), as described and illustrated on Exhibit A;

WHEREAS, immediately prior to the closing of the transaction contemplated under the PSA, Brain Storm Shelter intends to assign its rights as the “Buyer” under the PSA to Cadet, as such assignment is contemplated in that certain option agreement (“Cadet Option Agreement”) between Brain Storm Shelter and Cadet;

WHEREAS, subject to and upon the consummation of the closing in accordance with the PSA and Cadet Option Agreement, Cadet 23 shall own fee simple title to Tract B-1 and shall lease Tract B-1 to Brain Storm Shelter or its affiliate as the “Tenant” thereunder (the “Lease”);

WHEREAS, Brain Storm Shelter or its affiliate will construct a Brain Storm Shelter-branded restaurant and bar on Tract B-1 that will be funded in accordance with a certain construction and disbursement agreement between Cadet 23 and Tenant which will be executed at closing;

WHEREAS, pursuant to the Lease, Brain Storm Shelter shall be responsible for all obligations under the Redevelopment Agreement (including, without limitation, completion of construction) that may be required of Cadet 23 as “Owner”; and

WHEREAS, Brain Storm Shelter will undertake the development of Tract B-1 in accordance with the provisions of the Redevelopment Agreement; and

WHEREAS, the terms used in this Partial Assignment will have the meanings set forth in the Redevelopment Agreement, unless otherwise specifically defined herein.

NOW, THEREFORE, in consideration of the preceding, the promises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

FOR VALUE RECEIVED the Assignor does hereby assign, transfer, and set over to Brain Storm Shelter in its capacity as the Tenant under the Lease and Cadet 23 in its capacity as the Owner, all of its right, title, and interest in and to the Redevelopment Agreement, as amended, insofar as the Redevelopment Agreement covers Tract B-1; provided, that such assignment is

subject to and conditioned upon the terms and conditions contained in the Assumption of Partial Assignment, which is a part hereof and subject to the consummation of the Closing, Brain Storm Shelter hereby accepts such assignment and assumes and agrees (a) to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the Partial Assignment which are to be kept, performed and observed by Cadet 23, subject to the terms, covenants and conditions contained therein and (b) to pay, honor, be liable for and discharge when due, any and all liabilities arising under the Redevelopment Agreement which are to be paid, honored and discharged by Assignor, subject to the terms, covenants and conditions contained therein.

Assignor certifies that Assignor has the full power and authority to execute and deliver this Partial Assignment and that Redeveloper has not executed any prior assignment thereof insofar as Tract B-1 is concerned.

This Partial Assignment will inure to the benefit of the successors and assigns of Assignee and will bind Assignee's successors and assigns.

In the event Closing fails to occur for any reason whatsoever this Assignment shall be null and void.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this Partial Assignment effective the date first above written.

BRICKTOWN ENTERTAINMENT L.L.C.,
an Oklahoma limited liability company

By: **HOGAN PROPERTY MANAGEMENT, L.L.C.,**
an Oklahoma limited liability company, as Member and Manager

By: _____
Dan Randolph Hogan, Manager

ASSUMPTION OF PARTIAL ASSIGNMENT

In consideration of the foregoing Partial Assignment by the Authority and Redeveloper, Brain Storm Shelter and Cadet 23, in their respective capacities as Tenant and Owner, hereby accept such assignment and assume and agree to perform their respective duties, obligations and agreements assigned pursuant to this Partial Assignment and the Redevelopment Agreement insofar as Tract B-1 is concerned.

IN WITNESS WHEREOF, Assignee has executed and delivered this Assumption effective the date first above written.

TENANT:
Brain Storm Shelter, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

OWNER:
CADET 23 LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CONSENT TO PARTIAL ASSIGNMENT

The undersigned, the Oklahoma City Urban Renewal Authority, hereby consents to the foregoing partial assignment, releases the Assignor from all further performance under the Redevelopment Agreement and agrees to recognize the Assignee as the holder of the rights of obligations of the Redeveloper under the Redevelopment Agreement, all insofar as Tract B-1 is concerned, subject to the Assignee's acceptance and assumption of all of the duties, obligations, and agreements of the Assignor under the Redevelopment Agreement insofar as Tract B-1 and its development is concerned. Additionally, Oklahoma City Urban Renewal Authority consents to extend the requirements set forth in that certain Special Warranty Deed dated as of December 8, 2022 and recorded at Reception No. 2022120901184953 on December 9, 2022 in the Office of the County Clerk of Oklahoma County, Oklahoma as follows: the requirement to commence construction shall be extend to July 1, 2023 and complete no later than July 1, 2024.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent effective the date first above written.

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

By: _____
Kenton Tsoodle, Executive Director

EXHIBIT A

LEGAL DESCRIPTIONS AND ILLUSTRATION

Tract B-1

[see following pages]

LEGAL DESCRIPTION

BTE Phase 3
Tract B-1
October 4, 2021

A tract of land being a part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Block Three (3) and Noble Street as shown on the recorded plat AUNGST ADDITION, being more particularly described as follows:

Commencing at the Northwest (NW) Corner of the Northeast Quarter (NE/4) of said Section 3;

THENCE South 00°25'56" East, along and with the West line of said Northeast Quarter (NE/4), a distance of 63.00 feet;

THENCE North 89°25'32" East, departing said West line, parallel with and 63.00 feet South of the North line of said Northeast Quarter (NE/4), a distance of 545.45 feet;

THENCE South 00°34'55" East, a distance of 159.91 feet;

THENCE North 89°24'55" East, a distance of 52.46 feet;

THENCE South 39°57'53" West, a distance of 687.87 feet to a point on the South right-of-way line of Oklahoma City Boulevard (old Interstate 40 right-of-way);

THENCE South 89°20'20" West, along and with the South right-of-way line of Oklahoma City Boulevard, a distance of 498.21 feet to the POINT OF BEGINNING;

THENCE South 00°39'40" East, departing said South right-of-way line, a distance of 305.46 feet;

THENCE South 89°20'20" West, a distance of 105.08 feet;

THENCE North 01°24'58" West, a distance of 95.53 feet;

THENCE North 74°50'58" West, a distance of 32.00 feet;

THENCE North 00°11'51" West, a distance of 201.23 feet to a point on the South right-of-way line of Oklahoma City Boulevard;

THENCE North 89°20'20" East, along and with the South right-of-way line of Oklahoma City Boulevard, a distance of 135.50 feet to the POINT OF BEGINNING.

Containing 38,589 square feet or 0.8859 acres, more or less.

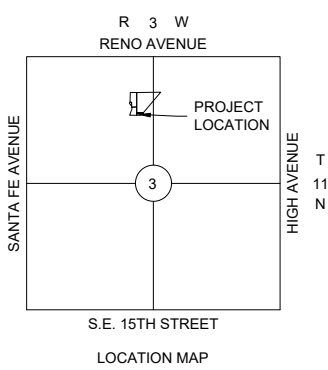
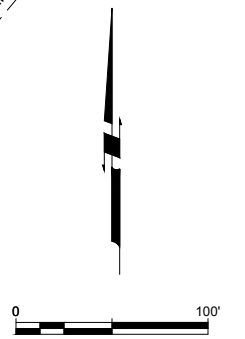
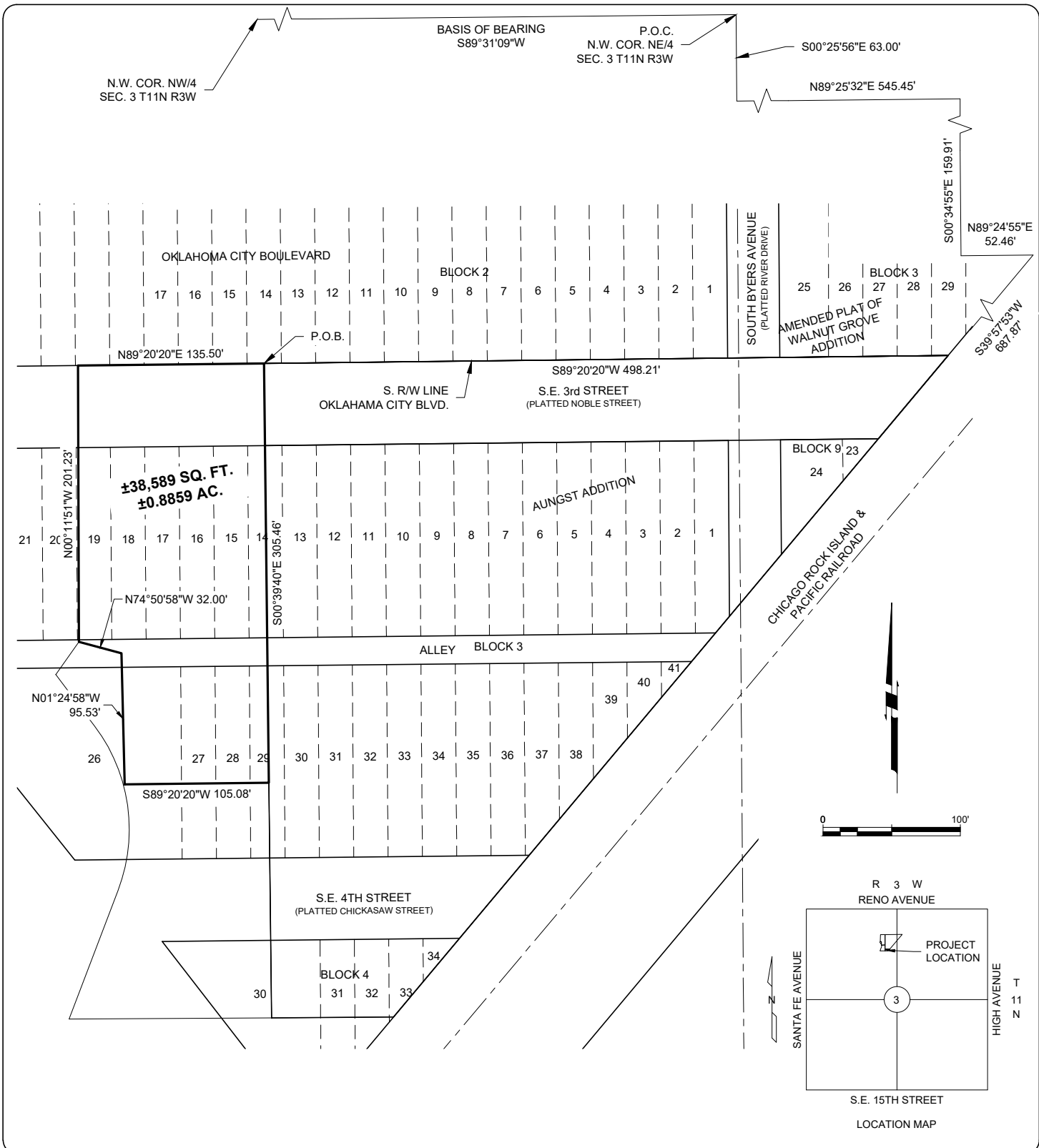
Basis of Bearing: The North line of the NW/4 of Section 3, T11N R3W having an assumed bearing of South 89°31'09" West.

Prepared by Matthew Johnson P.L.S. 1807

Johnson & Associates, Inc.

Certificate of Authorization No. 1484 (Expires 6-30-23)

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ACAD FILE: H:\1800051\exhibit\1800051-Exhibit.dwg, 10/4/2021 2:26 PM, Matt Johnson
 XREFS LOADED: 1800021-bdy.dwg

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Proj. No.: 1800051
 Date: 10-4-21
 Scale: 1"=100'

BTE PHASE 3
 OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
TRACT B-1

Johnson & Associates
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 235-8075 FAX (405) 235-8078 www.jaokc.com
 Certificate of Authorization #1484 Exp. Date: 06-30-2023
 • ENGINEERS • SURVEYORS • PLANNERS •

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Kenton Tsoodle, Executive Director

Date: May 4, 2023

Ref: Resolution Authorizing the Executive Director to Exercise the Option for Routine Common Area Maintenance of the Bass Pro Building Common Area to be Performed by the Bricktown Entertainment Center Owners' Association, Inc.

Background: OCURA is responsible for Common Area maintenance at the Bass Pro Building, as provided by the lease between OCURA, the City and Bricktown Entertainment Center Owners' Association, Inc (BECOA). BECOA performs the routine Common Area maintenance and has submitted their proposed estimate and annual budget. The budget has been reviewed by OCURA staff and has determined the budget is acceptable.

Summary of Agenda Item: The resolution authorizes the Executive Director to exercise the option for routine common area maintenance of the Bass Pro Building Common Area.

Recommendation: Approval of Resolution.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE THE OPTION FOR ROUTINE COMMON AREA MAINTENANCE OF THE BASS PRO BUILDING COMMON AREA TO BE PERFORMED BY THE BRICKTOWN ENTERTAINMENT CENTER OWNERS' ASSOCIATION, INC.

WHEREAS, in furtherance of the objectives of the Urban Redevelopment Law of the State of Oklahoma, 11 O.S. 38-101, *et seq.*, the Oklahoma City Urban Renewal Authority (the "Authority") has undertaken a program for the development of a blighted area in the City of Oklahoma City (the "City"), and in this connection is engaged in carrying out an urban renewal project known as the MAPS Sports-Entertainment-Parking Support Redevelopment Project (the "Project"); and

WHEREAS, there has been prepared and approved by the Authority an urban renewal plan for the Project designated as the MAPS Sports-Entertainment-Parking Support Redevelopment Plan, as Amended (the "Plan"); and

WHEREAS, the Authority has been duly designated by the City to carry out and administer the Project; and

WHEREAS, the City has authorized the Authority to undertake the development and leasing of a facility pursuant to a Shopping Center Lease between the Authority, as Landlord, and Bass Pro Outdoor World, L.L.C., a Missouri limited liability company, as Tenant ("Bass Pro"), entered into as of May 21, 2002, as amended by the First Amendment to Shopping Center Lease, entered into as of July 31, 2002 (the "Lease"); and

WHEREAS, the Authority and Bass Pro have executed the Lease, and whereby the Authority has leased to Bass Pro the Leased Premises (as defined in the Lease) with buildings and other improvements planned or constructed thereon (the "Bass Pro Building"); and

WHEREAS, pursuant to the Lease, the Authority has assumed duties with respect to the Bass Pro Building, the supporting common area (the "Common Area"), and the canal connection (the "Canal Connection"); and

WHEREAS, the Authority is responsible for Common Area maintenance obligations, as provided in the Lease and the Declaration of Protective Covenants, entered into between the Authority, the City, and Bricktown Entertainment, L.L.C. on September 25, 2002 (the "Declaration of Protection Covenants"), which may be entirely performed directly, or the Authority (or the City) may request that the Bricktown Entertainment Center Owners' Association, Inc. (the "Association") perform routine Common Area maintenance with respect to the Common Area; and

WHEREAS, the Association has submitted a proposed estimated, annual budget for the Common Area maintenance, which has been reviewed and analyzed by the Executive Director of the Authority and staff; and

WHEREAS, the Executive Director has determined that the proposed estimated, annual budget is acceptable and deems it appropriate and desirable for the Authority to exercise its right to request that the Association perform annual routine Common Area maintenance.

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

1. The Executive Director is authorized to approve the proposed estimated, annual budget not to exceed \$153,000 for the annual routine maintenance of the Common Area from January 1, 2023, through December 31, 2023, to be performed by the Association.
2. The Executive Director, with the advice of Legal Counsel, is hereby authorized to exercise the right of the Authority to request that the Association perform annual routine Common Area maintenance, and to execute such documents and take such actions as may be necessary or appropriate to implement the exercise of the option and the acceptance of the proposed estimated, annual budget, including making such modifications and corrections as are necessary and desirable.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at _____, on the **4th day of May, 2023**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Kenton Tsoodle, Executive Director
Date: May 4, 2023
Ref: Financial Statements as of March 31, 2023

Background: The Oklahoma City Urban Renewal Authority prepares monthly and year-to-date financial statements for review and acceptance by the Board of Commissioners. The following are highlights of the March 31, 2023, financial statements.

Assets totaled \$5,257,408 at the end of March 2023 and were primarily held in cash and investments.

Revenues were \$6,951,866. Revenues to date include Other Income of \$5,004,890 which includes \$5,000,000 from MAPS 4 for the NE 23rd Street and Martin Luther King Blvd. project. Lease revenues to date were \$560,549, and Real Estate Sales total \$963,245 which includes the sale of Phase 4 of the Page Woodson project.

Expenditures were \$7,502,101. Major expense categories include Real Estate Acquisition \$5,153,621 which includes \$4,965,578 for the purchase of NE 23rd Street and Martin Luther King Blvd., Payments to the City of OKC \$734,920, and General and Administrative \$703,610.

OCURA's fund balance was \$5,201,408 at March 31, 2023, with a negative change in fund balance of \$550,235 year-to-date.

Monthly revenues for February 2023 included Rental Income from Bass Pro, Real Estate Sales and Interest Income. Expense activity was mainly Property Acquisition for the NE 23rd Street and Martin Luther King Blvd. project, General and Administrative, and Payments to the City of OKC.

March 2023 revenues included CDBG grant income from the City of Oklahoma City and Lease Revenue from Bass Pro. Major expense categories were General and Administrative, Legal and Payments to the City of OKC.

Recommendation: Acceptance of the March 31, 2023, financial statements.

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Month Ending March 31, 2023

	<u>Closeout</u>				<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>		<u>2022-23</u>
	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>	
Assets										
Cash	1,625,787	55,155	6,331	-	-	258,038	182,224	539,999	2,667,534	
Investments	1,499,979	-	-	-	-	494,833	-	399,405	2,394,217	
Accounts Receivable	-	15,459	-	-	-	-	-	-	15,459	
Due from Other Governmental Entities	-	180,197	-	-	-	-	-	-	180,197	
Due from (to) Other Funds	606,353	(250,811)	(71,680)	(106,768)	(177,093)	-	-	-	-	
Total Assets	3,732,119	-	(65,350)	(106,768)	(177,093)	752,871	182,224	939,404	5,257,408	
Liabilities and Fund Balances										
Accounts Payable	100	-	-	-	-	-	-	-	100	
Deposits	900	-	25,000	-	30,000	-	-	-	55,900	
Total Liabilities	1,000	-	25,000	-	30,000	-	-	-	56,000	
Total Fund Balances	3,731,119	-	(90,350)	(106,768)	(207,093)	752,871	182,224	939,404	5,201,408	
Total Liabilities and Fund Balances	3,732,119	-	(65,350)	(106,768)	(177,093)	752,871	182,224	939,404	5,257,408	
Revenues										
Grant Revenues - CDBG	361,492	-	-	-	15,589	-	-	-	377,081	1,216,190
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	2,525	-	4,500	11,087	18,100	-	-	524,337	560,549	645,000
Real Estate Sales	748,775	-	-	214,470	-	-	-	-	963,245	6,144,000
Interest	41,013	-	-	-	-	4,165	923	-	46,101	15,000
Other	4,880	-	-	-	5,000,000	-	10	-	5,004,890	5,000,000
Total Revenues	1,158,685	-	4,500	225,556	5,033,689	4,165	933	524,337	6,951,866	13,020,190
Expenditures										
General and Administrative	344,202	-	61,793	73,520	137,446	468	-	86,180	703,610	1,135,000
Real Estate Acquisition	174,527	-	-	-	4,979,095	-	-	-	5,153,621	5,050,000
Real Estate Disposition	24,653	-	224	305	2,344	-	-	-	27,527	200,000
Site Clearance/Improvements	52,130	-	15,065	-	-	-	-	-	67,195	600,000
Legal	117,657	-	13,183	29,160	105,952	3,855	-	5,193	275,000	275,000
Other Professional	67,100	-	-	-	-	50,170	-	-	117,270	200,000
Property Management	240,193	-	11,563	-	14,134	-	-	113,792	379,682	476,500
Payments to the City of OKC	520,037	-	-	214,462	422	-	-	-	734,920	4,550,000
Other	20,997	-	-	14,877	1,390	-	-	6,014	43,277	60,000
Total Expenditures	1,561,495	-	101,828	332,324	5,240,782	54,493	-	211,178	7,502,101	12,546,500
Changes in Fund Balance	(402,810)	-	(97,328)	(106,768)	(207,093)	(50,328)	933	313,159	(550,235)	473,690
Fund Balance, Beginning of Year	4,133,929	-	6,978	-	-	803,199	181,291	626,245	5,751,643	
Transfers In (Out)	-	-	-	-	-	-	-	-	-	
Fund Balance, Current	3,731,119	-	(90,350)	(106,768)	(207,093)	752,871	182,224	939,404	5,201,408	

Unaudited - For Management Use Only

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 March 31, 2023

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets									
Cash	1,625,787	55,155	6,331	-	-	258,038	182,224	539,999	2,667,534
Investments	1,499,979	-	-	-	-	494,833	-	399,405	2,394,217
Accounts Receivable	-	15,459	-	-	-	-	-	-	15,459
Due from Other Governmental Entities	-	180,197	-	-	-	-	-	-	180,197
Due from (to) Other Funds	606,353	(250,811)	(71,680)	(106,768)	(177,093)	-	-	-	-
Total Assets	3,732,119	-	(65,350)	(106,768)	(177,093)	752,871	182,224	939,404	5,257,408
Liabilities and Fund Balances									
Accounts Payable	100	-	-	-	-	-	-	-	100
Deposits	900	-	25,000	-	30,000	-	-	-	55,900
Total Liabilities	1,000	-	25,000	-	30,000	-	-	-	56,000
Total Fund Balances	3,731,119	-	(90,350)	(106,768)	(207,093)	752,871	182,224	939,404	5,201,408
Total Liabilities and Fund Balances	3,732,119	-	(65,350)	(106,768)	(177,093)	752,871	182,224	939,404	5,257,408
Revenues									
Grant Revenues - CDBG	361,492	-	-	-	15,589	-	-	-	377,081
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	225	-	2,500	-	-	-	-	104,867	107,592
Real Estate Sales	-	-	-	8	-	-	-	-	8
Interest	-	-	-	-	-	-	176	-	176
Other	150	-	-	-	-	-	10	-	160
Total Revenues	361,867	-	2,500	8	15,589	-	186	104,867	485,018
Expenditures									
General and Administrative	40,196	-	4,788	6,518	9,234	24	-	-	60,761
Real Estate Acquisition	-	-	-	-	-	-	-	-	-
Real Estate Disposition	841	-	-	-	1,000	-	-	-	1,841
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	7,658	-	-	1,638	39,561	-	-	1,155	50,012
Other Professional	13,300	-	-	-	-	-	-	-	13,300
Property Management	20,736	-	2,304	-	101	-	-	13,239	36,380
Payments to the City of OKC	-	-	-	37,967	-	-	-	-	37,967
Other	-	-	-	-	-	-	-	-	-
Total Expenditures	82,731	-	7,092	46,122	49,896	24	-	14,394	200,260
Changes in Fund Balance	279,137	-	(4,592)	(46,114)	(34,307)	(24)	186	90,473	284,758
Fund Balance, Beginning of Period	3,451,982	-	(85,757)	(60,653)	(172,786)	752,896	182,038	848,931	4,916,649
Fund Balance, Current	3,731,119	-	(90,350)	(106,768)	(207,093)	752,871	182,224	939,404	5,201,408

Unaudited - For Management Use Only

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 February 28, 2023

	<u>Closeout</u>				<u>Harrison-</u>			<u>Bass Pro</u>	
	<u>Project</u>	<u>Revolving</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>		<u>Shop</u>	
	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>	<u>OCRC</u>	<u>Fund</u>	<u>Total</u>
Assets									
Cash	1,450,388	54,131	3,866	-	-	258,063	182,038	449,526	2,398,011
Investments	1,499,979	-	-	-	-	494,833	-	399,405	2,394,217
Accounts Receivable	-	22,223	-	-	-	-	-	-	22,223
Due from Other Governmental Entities	-	158,198	-	-	-	-	-	-	158,198
Due from (to) Other Funds	502,615	(234,552)	(64,623)	(60,653)	(142,786)	-	-	-	-
Total Assets	3,452,982	-	(60,757)	(60,653)	(142,786)	752,896	182,038	848,931	4,972,649
Liabilities and Fund Balances									
Accounts Payable	100	-	-	-	-	-	-	-	100
Deposits	900	-	25,000	-	30,000	-	-	-	55,900
Total Liabilities	1,000	-	25,000	-	30,000	-	-	-	56,000
Total Fund Balances	3,451,982	-	(85,757)	(60,653)	(172,786)	752,896	182,038	848,931	4,916,649
Total Liabilities and Fund Balances	3,452,982	-	(60,757)	(60,653)	(142,786)	752,896	182,038	848,931	4,972,649
Revenues									
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	550	-	-	4,710	-	-	-	52,434	57,694
Real Estate Sales	15,678	-	-	-	-	-	-	-	15,678
Interest	25,415	-	-	-	-	2,100	149	-	27,663
Other	150	-	-	-	-	-	-	-	150
Total Revenues	41,793	-	-	4,710	-	2,100	149	52,434	101,185
Expenditures									
General and Administrative	42,139	-	4,590	7,705	8,393	30	-	-	62,857
Real Estate Acquisition	-	-	-	-	4,965,620	-	-	-	4,965,620
Real Estate Disposition	45	-	-	42	-	-	-	-	87
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	15,236	-	60	1,320	9,493	-	-	168	26,276
Other Professional	27,250	-	-	-	-	-	-	-	27,250
Property Management	23,969	-	313	-	-	-	-	12,628	36,910
Payments to the City of OKC	512,814	-	-	176,495	422	-	-	-	689,731
Other	-	-	-	-	-	-	-	-	-
Total Expenditures	621,454	-	4,963	185,562	4,983,927	30	-	12,795	5,808,731
Changes in Fund Balance	(579,661)	-	(4,963)	(180,852)	(4,983,927)	2,070	149	39,638	(5,707,546)
Fund Balance, Beginning of Period	4,031,642	-	(80,795)	120,198	4,811,141	750,826	181,889	809,293	10,624,195
Fund Balance, Current	3,451,982	-	(85,757)	(60,653)	(172,786)	752,896	182,038	848,931	4,916,649

Unaudited - For Management Use Only

Oklahoma City Urban Renewal Authority
Schedule of Investments
March 31, 2023

<u>Investments</u>	<u>Interest Rate/Yield</u>	<u>Maturity Date</u>	<u>Settlement Date</u>	<u>Amount</u>
Closeout Project Fund:				
US T-Bill 912796YU7	4.17%	04/13/23	10/13/22	1,499,979
Nonfederal Fund:				
Sallie Mae Bank CD	1.70%	02/23/24	02/23/22	245,000
US T-Bill 912796YU7	4.17%	04/13/23	10/13/22	249,833
Bass Pro Shop Fund:				
US T-Bill 912796YV5	4.34%	04/27/23	10/27/22	399,405
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Total Investments	3.95%			2,394,217
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