

AGENDA  
REGULAR MEETING OF  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
WEDNESDAY, NOVEMBER 20, 2019  
CONFERENCE ROOM  
431 WEST MAIN, SUITE B  
10:30 A.M.

**Business will commence as soon after 10:30 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 Wednesday, September 18, 2019

**JFK PROJECT AREA**

5. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with Two Structures, LLC for a Single-Family Residence on the South 12 Feet of Lot 31 & all of Lot 32, Block 20, John F. Kennedy Addition, John F. Kennedy Urban Renewal Plan
6. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with Kimberly A. Simms for a Single-Family Residence on Lots 25 and 26, Block 2, in Subdivision of Part of Lot 1 and all Lot 2, Block 2, Jordan Place Addition, John F. Kennedy Urban Renewal Plan
7. Resolution No. \_\_\_\_\_ Approving a Redevelopment Agreement with Cathy Menefee for a Single-Family Residence on the East 1/2 of Lot 41 & all of Lot 42, Block 15, Oak Park Amended Addition, John F. Kennedy Urban Renewal Plan

**CENTRAL BUSINESS DISTRICT**

8. Resolution No. \_\_\_\_\_ Conditionally Designating a Redeveloper for Property Bordered by the Chesapeake Arena, Oklahoma City Boulevard, Robinson Avenue, and Shields Boulevard, Central Business District Urban Renewal Plan

**HARRISON/WALNUT**

9. Resolution No. \_\_\_\_\_ Authorizing an Invitation for Proposals for Redevelopment of Real Property Located At 300 N.E. 3<sup>rd</sup> Street And Commonly Known As Luster Mansion, Harrison-Walnut Urban Renewal Plan, As Amended

**GENERAL MATTERS**

10. Resolution No. \_\_\_\_\_ Authorizing Annual Cost of Living Adjustments to the Oklahoma City Urban Renewal Authority Classification-Compensation Plan
11. Presentation of Interim Financial Report for the Period Ending September 30 2019
12. Staff Report
13. Citizens to be heard

**EXECUTIVE SESSION**

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

MINUTES OF REGULAR MEETING  
OF THE  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, September 18, 2019 at 10:56 a.m. in the conference room located at 431 West Main, Suite B; Oklahoma City, Oklahoma 73102.

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

Mr. James R. Tolbert  
Mr. Mark Beffort  
Mr. Russell Perry

Commissioners Absent:

Mr. J. Larry Nichols  
Ms. Mary Mélon

Staff Members Present:

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

Others Present:

Steve Lackmeyer, The Oklahoman  
Chistine Brightwell-Thompson, MPNA Leadership Team  
Ali Fazaneh, Fanzaneh Downtown Development

The Vice-Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, August 21, 2019.

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

**OCURA Board of Commissioners, Wednesday, September 18, 2019**

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

Minutes Approved

*The Vice-Chairman introduced the following resolutions:*

**JFK PROJECT AREA**

***Resolution No. 5893 entitled:***

***“Conditionally Designating a Redeveloper for Property Located at the Southwest Corner of the Intersection of Northeast 23<sup>rd</sup> Street and North Fonshill Avenue, John F. Kennedy Urban Renewal Plan”***

Presentation made by Ali Fazaneh.

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

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

Resolution Adopted

**SPORTS ENTERTAINMENT PARKING**

***Resolution No. 5894 entitled:***

***“Joint Resolution of the Board of Commissioners of the Oklahoma City Urban Renewal Authority and the Trustees of the Oklahoma City Redevelopment Authority Relating to Common Area Maintenance of Land Owned by OCURA and Leased To Bass Pro Outdoor World, L.L.C.”***

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

**OCURA Board of Commissioners, Wednesday, September 18, 2019**

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

Resolution Adopted

## GENERAL MATTERS

### ***Resolution No. 5895 entitled:***

***“Approving Amended Oklahoma City Urban Renewal Authority Procurement Policies and Procedures”***

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

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

Resolution Adopted

### ***Resolution No. 5896 entitled:***

***“Authorizing a Community Development Block Grant Operating Agreement with the City Of Oklahoma City for Fiscal Year 2019–2020 and Execution of the Agreement by the Executive Director”***

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

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

Resolution Adopted

**OCURA Board of Commissioners, Wednesday, September 18, 2019**

**Resolution No. 5897 entitled:**

***“Approving a Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City, Inc. for the Management of the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and The City Of Oklahoma City for Fiscal Year 2019–2020”***

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

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

Resolution Adopted

**Resolution No. 5898 entitled:**

***“Approving Community Development Block Grant Services Agreement between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law, PLLC, Fiscal Year 2019–2020 for the Provision of General Counsel Services needed in Connection with the CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City Of Oklahoma City”***

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

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

Resolution Adopted

***Financial Report***

Geri Harlan presented the financial reports through July 31, 2019

**OCURA Board of Commissioners, Wednesday, September 18, 2019**

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

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

Financials Received

***Staff Report***

***Citizens to be heard***

There being no further business to come before the Board, the meeting was adjourned at 11:19 a.m.

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Secretary

**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: November 20, 2019

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

**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. Two Structures, LLC proposes to build a single-family residential home on OCURA property located on the northwest corner of North Wisconsin and Northeast 4<sup>th</sup> Street in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The lot is located in the John F. Kennedy Addition. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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



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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH TWO STRUCTURES, LLC FOR A SINGLE-FAMILY RESIDENCE ON THE SOUTH 12 FEET OF LOT 31 & ALL OF LOT 32, BLOCK 20, JOHN F. KENNEDY ADDITION, JOHN F. KENNEDY URBAN RENEWAL PLAN**

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

**WHEREAS**, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Two Structures, LLC, an Oklahoma limited liability company (“Redeveloper”), for development on the South 12 feet of Lot 31 and all of Lot 32, Block 20, John F. Kennedy 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; and

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

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

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

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** 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 **20<sup>th</sup>** day of **November, 2019**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**TWO STRUCTURES, LLC**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
TWO STRUCTURES, LLC**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (“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 **TWO STRUCTURES, LLC**, an Oklahoma limited liability company, having a mailing address of 2414 NW 178<sup>th</sup> Street, Edmond, Oklahoma 73012 (“Redeveloper”).

**WITNESSETH:**

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

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

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

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

**ARTICLE 1.     SALE OF PROPERTY AND PURCHASE PRICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Commencement Date:** April 1, 2020

**Completion Date:** March 31, 2021

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

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

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

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

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

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

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

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

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

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

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



## ARTICLE 5. REMEDIES

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

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

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

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

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

In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residence and/or Improvements, as certified by the Authority:

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

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

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

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

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

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

## **ARTICLE 6. MISCELLANEOUS**

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

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

Two Structures, LLC  
2414 NW 178<sup>th</sup> Street  
Edmond, Oklahoma 73012; 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

By: \_\_\_\_\_  
Name: Catherine O'Connor  
Its: 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 \_\_\_\_\_, 2019, personally appeared Catherine O'Connor, to me known to be the identical person who executed the foregoing instrument as the Executive Director of the Oklahoma City Urban Renewal Authority, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

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

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

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

(Seal)

**REDEVELOPER:**

**TWO STRUCTURES, LLC,**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**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 \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_, to me known to be the identical person who executed the foregoing instrument as the \_\_\_\_\_ of the Two Structures, LLC, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act on behalf of the limited liability company, for the uses and purposes therein set forth.

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

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

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

(Seal)

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

The South twelve (12) feet of Lot Thirty-One (31) and all of Lot Thirty-Two (32), Block Twenty (20), John F. Kennedy Addition to Oklahoma City, Oklahoma County, in the State of Oklahoma, according to the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon, less and except oil, gas and other minerals subject to restrictions and covenants of record.

**SCHEDULE B  
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[Attached]

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

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

Two Structures, LLC  
2414 NW 178<sup>th</sup> Street  
Edmond, Oklahoma 73012

**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 Two Structures, LLC have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2019 (Redevelopment Agreement”), whereby Two Structures, 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 \_\_\_\_\_, **2019**, by

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

**WITNESSETH:**

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

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

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

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

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

shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than April 1, 2020, and shall be completed no later than March 31, 2021.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

*[SIGNATURE PAGES TO FOLLOW]*

**GRANTOR:**

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

By: \_\_\_\_\_  
Name: Catherine O'Connor  
Its: Executive Director

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF OKLAHOMA         )

Before me, a Notary Public in and for said State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of 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:**

**TWO STRUCTURES, LLC,**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Name:  
Its:

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF OKLAHOMA        )

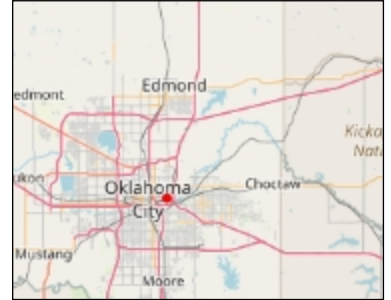
Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed the name of the Grantee to the foregoing instrument as its \_\_\_\_\_ and acknowledged to me that \_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, and as the free and voluntary act and deed of Two Structures, LLC, an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

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

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

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



Legend

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Notes

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**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: November 20, 2019

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

**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. Kimberly A. Simms proposes to build a single-family residential home on OCURA property located near the northeast corner of North Bath Avenue and Northeast 10<sup>th</sup> Street in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The lot is located in the Jordan Place Addition. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH KIMBERLY A. SIMMS FOR A SINGLE-FAMILY RESIDENCE ON LOTS 25 AND 26, BLOCK 2, IN SUBDIVISION OF PART OF LOT 1 AND ALL LOT 2, BLOCK 2, JORDAN PLACE ADDITION, JOHN F. KENNEDY URBAN RENEWAL PLAN**

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

**WHEREAS**, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Kimberly A. Simms (“Redeveloper”), for development on Lots 25 and 26, Block 2, in Subdivision of Part of Lot 1 and all of Lot 2, Block 2, Jordan Place 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; and

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

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

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

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** 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 **20<sup>th</sup>** day of **November, 2019**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)



**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

BETWEEN

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

AND

**KIMBERLY A. SIMMS**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
KIMBERLY A. SIMMS**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (“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 KIMBERLY A. SIMMS, an adult individual, having a mailing address of 1518 N.E. 10<sup>th</sup> Street, Oklahoma City, Oklahoma 73117 (“Redeveloper”).

**WITNESSETH:**

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

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

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

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

**ARTICLE 1.     SALE OF PROPERTY AND PURCHASE PRICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Commencement Date:** April 1, 2020

**Completion Date:** March 31, 2021

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5. REMEDIES

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

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

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

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

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

In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residence and/or Improvements, as certified by the Authority:

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

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

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

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



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

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

## **ARTICLE 6. MISCELLANEOUS**

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

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

Kimberly A. Simms  
1518 N.E. 10<sup>th</sup> Street  
Oklahoma City, Oklahoma 73117; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[SIGNATURE PAGES TO FOLLOW]*

**AUTHORITY:**

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

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

Name: Catherine O'Connor

Its: 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 \_\_\_\_\_, 2019, personally appeared Catherine O'Connor, to me known to be the identical person who executed the foregoing instrument as the Executive Director of the Oklahoma City Urban Renewal Authority, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

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

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

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

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

(Seal)

REDEVELOPER:

\_\_\_\_\_  
KIMBERLY A. SIMMS

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 \_\_\_\_\_, 2019, personally appeared Kimberly A. Simms, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act, for the uses and purposes therein set forth.

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

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

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

(Seal)



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

Lots Twenty-Five (25) and Twenty-Six (26), of Block Two (2), in SUB-DIVISION OF PART OF LOT 1 AND ALL LOT 2, BLOCK 2, JORDAN PLACE ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 10, Page 97, including all right, title and interest in and to vacated streets and alleys abutting thereon, less and except oil, gas and other minerals subject to restrictions and covenants of record.

**SCHEDULE B  
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]

**SCHEDULE C  
FORM OF DEED**

[Attached]

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

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

Kimberly A. Simms  
1518 N.E. 10<sup>th</sup> Street  
Oklahoma City, Oklahoma 73117

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

---

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

**SPECIAL WARRANTY DEED**

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

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

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

**WHEREAS**, the Oklahoma City Urban Renewal Authority and Kimberly A. Simms have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2019 (Redevelopment Agreement"), whereby Kimberly A. Simms 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 \_\_\_\_\_, 2019, by and

between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **KIMBERLY A. SIMMS** (“Grantee”).

**WITNESSETH:**

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

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

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

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

**THIRD:** The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in

any event, construction shall commence no later than April 1, 2020, and shall be completed no later than March 31, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[SIGNATURE PAGES TO FOLLOW]*



**GRANTOR:**

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

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

Name: Catherine O'Connor

Its: Executive Director

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF OKLAHOMA        )

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of 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:**

\_\_\_\_\_  
**KIMBERLY A. SIMMS**

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA            )  
   ) ss.  
COUNTY OF OKLAHOMA        )

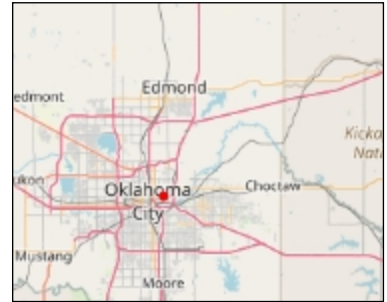
Before me, a Notary Public in and for said State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared Kimberly A. Simms, to me known to be the identical person who executed the foregoing and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes 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

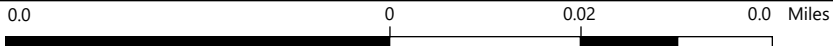
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### Notes

Enter Map Description

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WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

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To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: November 20, 2019

Ref: Resolution Approving a Redevelopment Agreement with Cathy Menefee for a Single-Family Residence on the East ½ of Lot 41 & All of Lot 42, Block 15, Oak Park Amended Addition, 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. Cathy Menefee proposes to build a single-family residential home on OCURA property located near the northwest corner of North Bath Avenue and Northeast 8<sup>th</sup> Street in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The lot is located in the Oak Park Amended Addition. A redevelopment agreement has been negotiated.

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

**Staff Recommendation:** Approval of Resolution

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

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

**RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH CATHY MENELEE FOR A SINGLE-FAMILY RESIDENCE ON THE EAST 1/2 OF LOT 41 & ALL OF LOT 42, BLOCK 15, OAK PARK AMENDED ADDITION, JOHN F. KENNEDY URBAN RENEWAL PLAN**

---

**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 Cathy Menefee (“Redeveloper”), for development on the East 1/2 of Lot 41 & all of Lot 42, Block 15, Oak Park Amended 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; and

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

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

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

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** 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 **20<sup>th</sup>** day of **November, 2019**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

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SECRETARY

(SEAL)

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

**BETWEEN**

**OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

**AND**

**CATHY MENELEE**

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT  
BETWEEN  
OKLAHOMA CITY URBAN RENEWAL AUTHORITY  
AND  
CATHY MENEFEE**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (“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 CATHY MENEFEE, an adult individual, having a mailing address of 1612 Chambers Street, Norman, Oklahoma 73074 (“Redeveloper”).

**WITNESSETH:**

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

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

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

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

**ARTICLE 1.     SALE OF PROPERTY AND PURCHASE PRICE**

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



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

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

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

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

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

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

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

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

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

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

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

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

**Commencement Date:** April 1, 2020

**Completion Date:** March 31, 2021

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5. REMEDIES

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

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

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

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

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

In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residence and/or Improvements, as certified by the Authority:

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

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

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

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

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

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

## **ARTICLE 6. MISCELLANEOUS**

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

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

Cathy Menefee  
1612 Chambers Street  
Norman, Oklahoma 73074; 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]*





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

The East 1/2 of Lot Forty-One (41) and all of Lot Forty-Two (42), Block 15, Oak Park Amended Addition to Oklahoma City, Oklahoma County, in the State of Oklahoma, according to the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon, less and except oil, gas and other minerals subject to restrictions and covenants of record.

**SCHEDULE B  
TITLE EXCEPTIONS**

[insert title exceptions from title commitment]



**SCHEDULE C  
FORM OF DEED**

[Attached]

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

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

Cathy Menefee  
1612 Chambers Street  
Norman, Oklahoma 73074

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

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

**SPECIAL WARRANTY DEED**

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

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

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

**WHEREAS**, the Oklahoma City Urban Renewal Authority and Cathy Menefee have heretofore entered into a Contract for Sale of Land and Redevelopment, dated \_\_\_\_\_, 2019 (Redevelopment Agreement”), whereby Cathy Menefee 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 \_\_\_\_\_, **2019**, by and

between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **CATHY MENELEE** (“Grantee”).

**WITNESSETH:**

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

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

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

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

**THIRD:** The Grantee shall commence promptly the construction of the aforesaid improvements on the property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: provided, that in

any event, construction shall commence no later than April 1, 2020, and shall be completed no later than March 31, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[SIGNATURE PAGES TO FOLLOW]*

**GRANTOR:**

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

By: \_\_\_\_\_  
Name: Catherine O'Connor  
Its: Executive Director

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF OKLAHOMA )

Before me, a Notary Public in and for said State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of 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:**

\_\_\_\_\_  
**CATHY MENEFEE**

**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 Cathy Menefee, to me known to be the identical person who executed the foregoing and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein set forth.

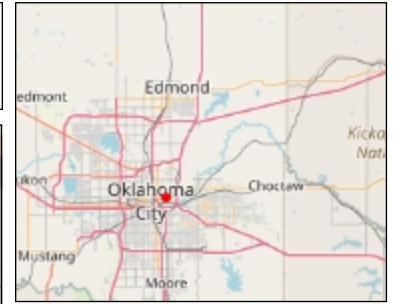
WITNESS my hand and official seal the day and year last above written.

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

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

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





Legend

Notes

Enter Map Description

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WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

---

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: November 20, 2019

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

**Background:** In September of 2018, Resolution 5850 authorized the invitations for proposals for property bordered by the Chesapeake Arena, Oklahoma City Boulevard, Robinson Avenue, and Shields Boulevard. Thunder Alley, LLC, working with Hogan Consulting, LLC, as developer, submitted a response to the public invitation. The proposal submitted is responsive to the criteria established in the public invitation and is an acceptable proposal. As a result, it is appropriate to conditionally designate Thunder Alley, LLC as redeveloper of the property.

**Summary of Agenda Item:** The resolution conditionally designates Thunder Alley, LLC as redeveloper of the site.

**Recommendation:** Approval of Resolution.

**Attachments:** Map.

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

**RESOLUTION CONDITIONALLY DESIGNATING A REDEVELOPER FOR PROPERTY BORDERED BY THE CHESAPEAKE ARENA, OKLAHOMA CITY BOULEVARD, ROBINSON AVENUE, AND SHIELDS BOULEVARD, CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN**

---

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

**WHEREAS**, the State of Oklahoma through the Oklahoma Department of Transportation (“ODOT”), currently owns property bordered by the Chesapeake Arena, Oklahoma City Boulevard, Robinson Avenue, and Shields Boulevard, as depicted on the attached Exhibit A, which lies within the boundaries of the Urban Renewal Plan (“Property”); and

**WHEREAS**, in May of 2017, the City, ODOT, and the Oklahoma City Public Property Authority entered into the Amended Project, Right-of Way, Public Utility, Encroachment, and Maintenance Agreement for the I-40 Crosstown Expressway (“Amended Project Agreement”); and

**WHEREAS**, the Amended Project Agreement provides for ODOT’s conveyance of the Property to the City; and

**WHEREAS**, the City is authorized to convey the Property to the Authority pursuant to 11 O.S. §38-109 of the Act; and

**WHEREAS**, upon authorization of the City in its September 25, 2018 resolution, the Authority publicly invited proposals for the development of the Property; and

**WHEREAS**, Thunder Alley, LLC, submitted a response to the public invitation; and

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

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

**WHEREAS**, the Board of Commissioners deems it appropriate and desirable to authorize and direct its Executive Director and Legal Counsel to conduct negotiations with the conditionally designated redeveloper for a period of one hundred twenty (120) days to attempt to reach an

agreement as to development plans, financing arrangements, price contingencies, and other terms and conditions satisfactory to the Authority, and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

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

1. The redevelopment proposal submitted by Thunder Alley, LLC is hereby deemed to be an acceptable initial proposal, and Thunder Alley, LLC is hereby conditionally designated as the redeveloper of the Property.
2. The Executive Director and Legal Counsel of the Authority are authorized and directed to negotiate with Thunder Alley, LLC for a period of one hundred twenty (120) days to attempt to reach an agreement as to development plans, financing arrangements, price contingencies, and other terms and conditions satisfactory to the Authority and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

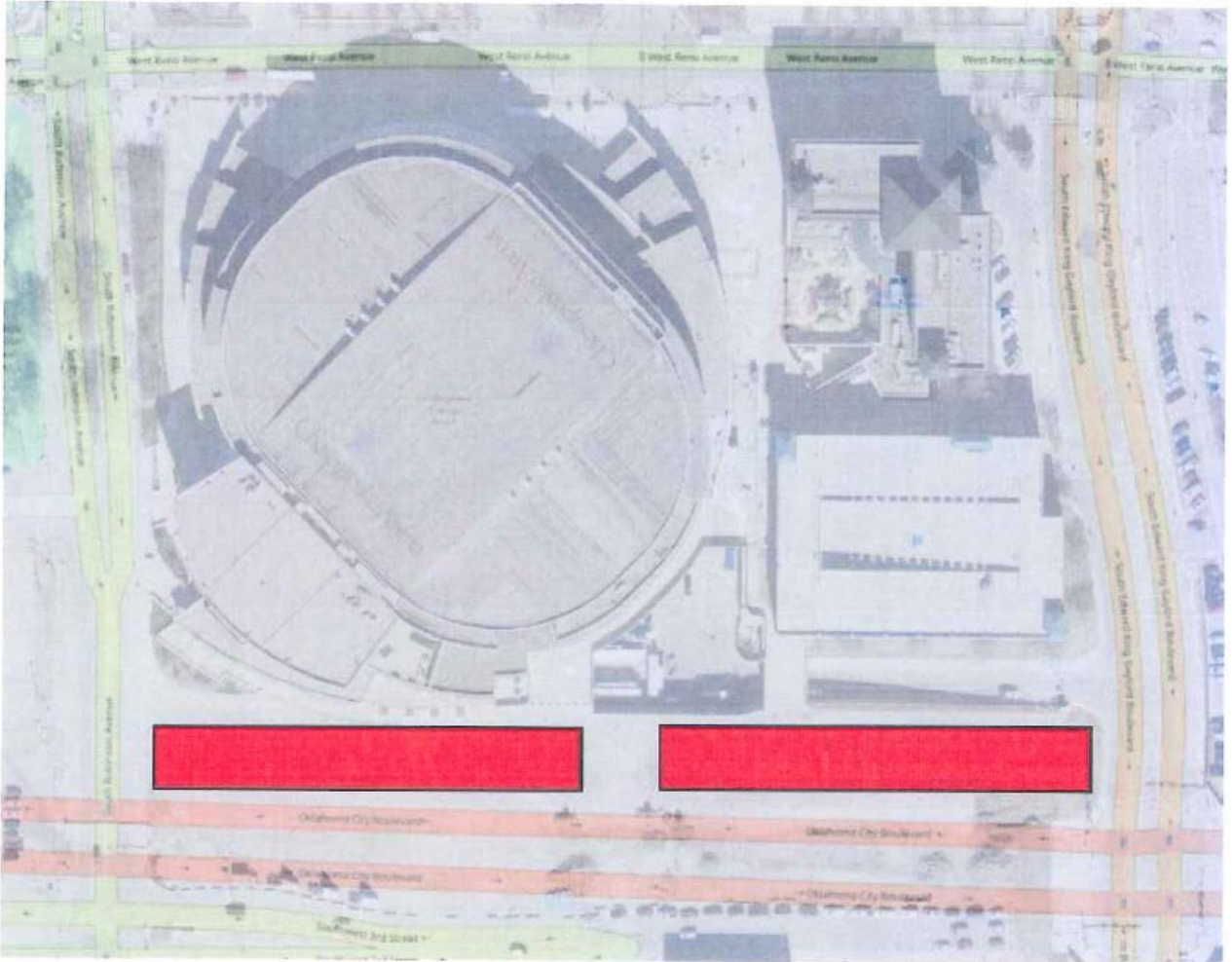
I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **November, 2019**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

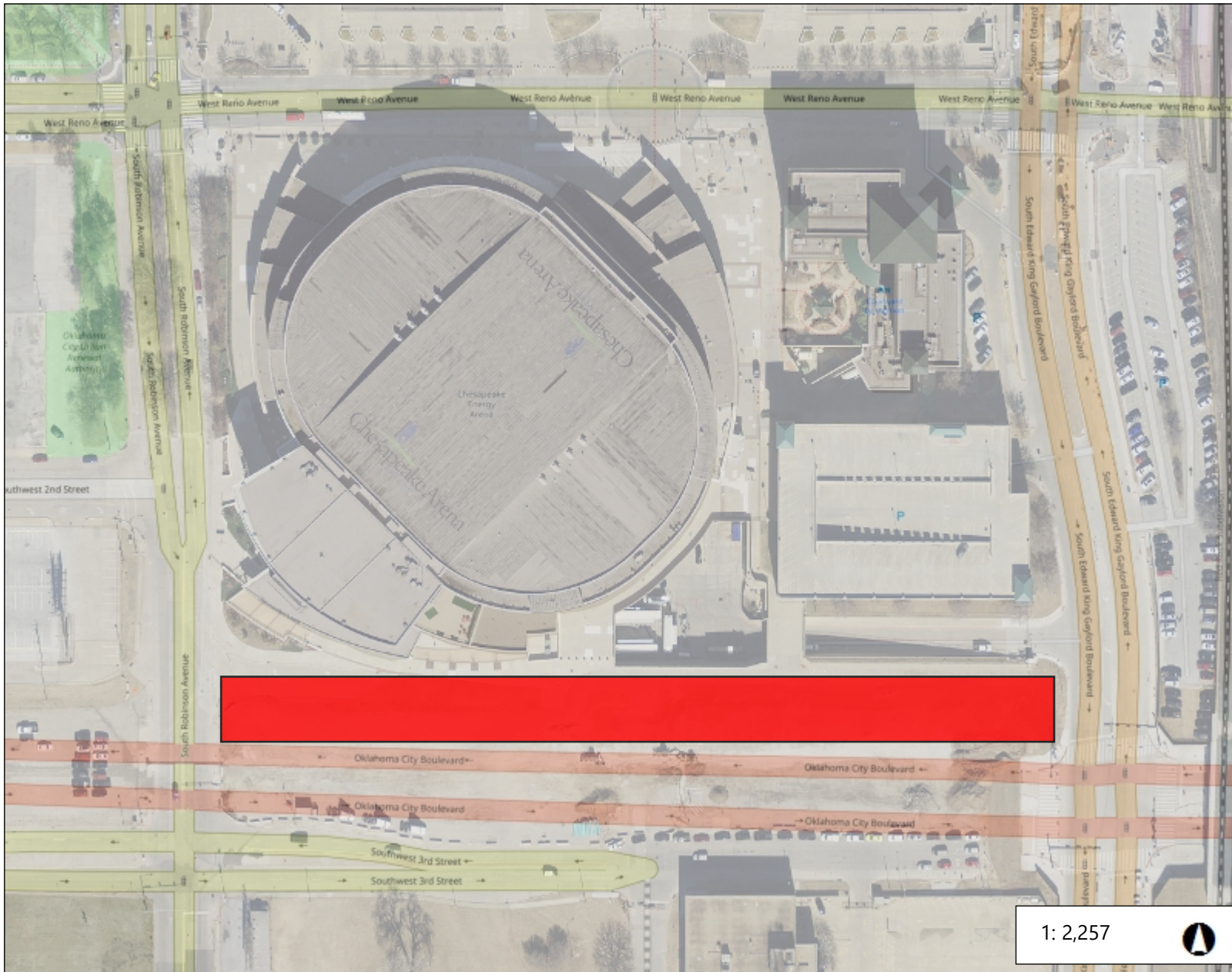
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SECRETARY

(SEAL)

**Exhibit A**  
**Depiction of the Property**





1: 2,257



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



### Legend

 OK County Boundary

### Notes

Enter Map Description

**OKLAHOMA CITY**

**URBAN  
RENEWAL  
AUTHORITY**

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: November 20, 2019  
Ref: Resolution Authorizing an Invitation for Proposals for Redevelopment of Real Property Located at 300 N.E. 3<sup>rd</sup> Street and Commonly known as Lyons/Luster Mansion, Harrison-Walnut Urban Renewal Plan, as Amended

**Background:** The Lyons/Luster Mansion, listed on the National Register of Historic Places, was built in 1926 as the home of Mr. S.D. Lyons and his renowned East India toiletries company, and passed to Mr. Lyon's step-son, Mr. Melvin Luster, and had remained in the Luster Family until acquired by the Authority. The conservation, preservation, and restoration of the Lyons/Luster Mansion in a way that properly honors the history of Deep Deuce and Oklahoma City's Black community, is of utmost importance to the Authority. The renovation, preservation, rehabilitation, and redevelopment of Lyons/Luster Mansion is an appropriate and important public benefit and is supportive of the objectives of the Urban Renewal Plan. It is appropriate and desirable to authorize an invitation of proposals for the renovation, preservation, rehabilitation, and redevelopment of Lyons/Luster Mansion in support of the achievement of the objectives of the Plan.

**Summary of Agenda Item:** The resolution authorizes an invitation of proposals for the Lyons/Luster Mansion.

**Recommendation:** Approval of Resolution.

**Attachments:** Map.

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

**RESOLUTION AUTHORIZING AN INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF REAL PROPERTY LOCATED AT 300 N.E. 3<sup>RD</sup> STREET AND COMMONLY KNOWN AS LYONS/LUSTER MANSION, HARRISON-WALNUT URBAN RENEWAL PLAN, AS AMENDED**

---

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

**WHEREAS**, the Authority owns property located at 300 N.E. 3<sup>rd</sup> Street, Oklahoma City, Oklahoma (commonly known as “Lyons/Luster Mansion”), and more particularly described as:

Lots 13, 14 and 15, together with the north half of the alley adjacent on the south vacated by Journal Entry of Judgment in District Court of Oklahoma County Case No. CJ-2000-6372-63 recorded in Book 7941, page 315, Block 10, Military Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the Plat recorded in Book 1 of Plats, page 25.

**WHEREAS**, Lyons/Luster Mansion, listed on the National Register of Historic Places, was built in 1926 as the home of Mr. S.D. Lyons and his renowned East India toiletries company, and passed to Mr. Lyon’s step-son, Mr. Melvin Luster, and had remained in the Luster Family until acquired by the Authority; and

**WHEREAS**, the conservation, preservation, and restoration of Lyons/Luster Mansion in a way that properly honors the history of Deep Deuce and Oklahoma City’s Black community, is of utmost importance to the Authority; and

**WHEREAS**, the renovation, preservation, rehabilitation, and redevelopment of Lyons/Luster Mansion is an appropriate and important public benefit and is supportive of the objectives of the Plan; and

**WHEREAS**, the Authority wishes to solicit proposals for the renovation, preservation, rehabilitation, and redevelopment of Lyons/Luster Mansion; and

**WHEREAS**, it is appropriate and desirable to authorize an invitation of proposals for the renovation, preservation, rehabilitation, and redevelopment of Lyons/Luster Mansion in support of the achievement of the objectives of the Plan.

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



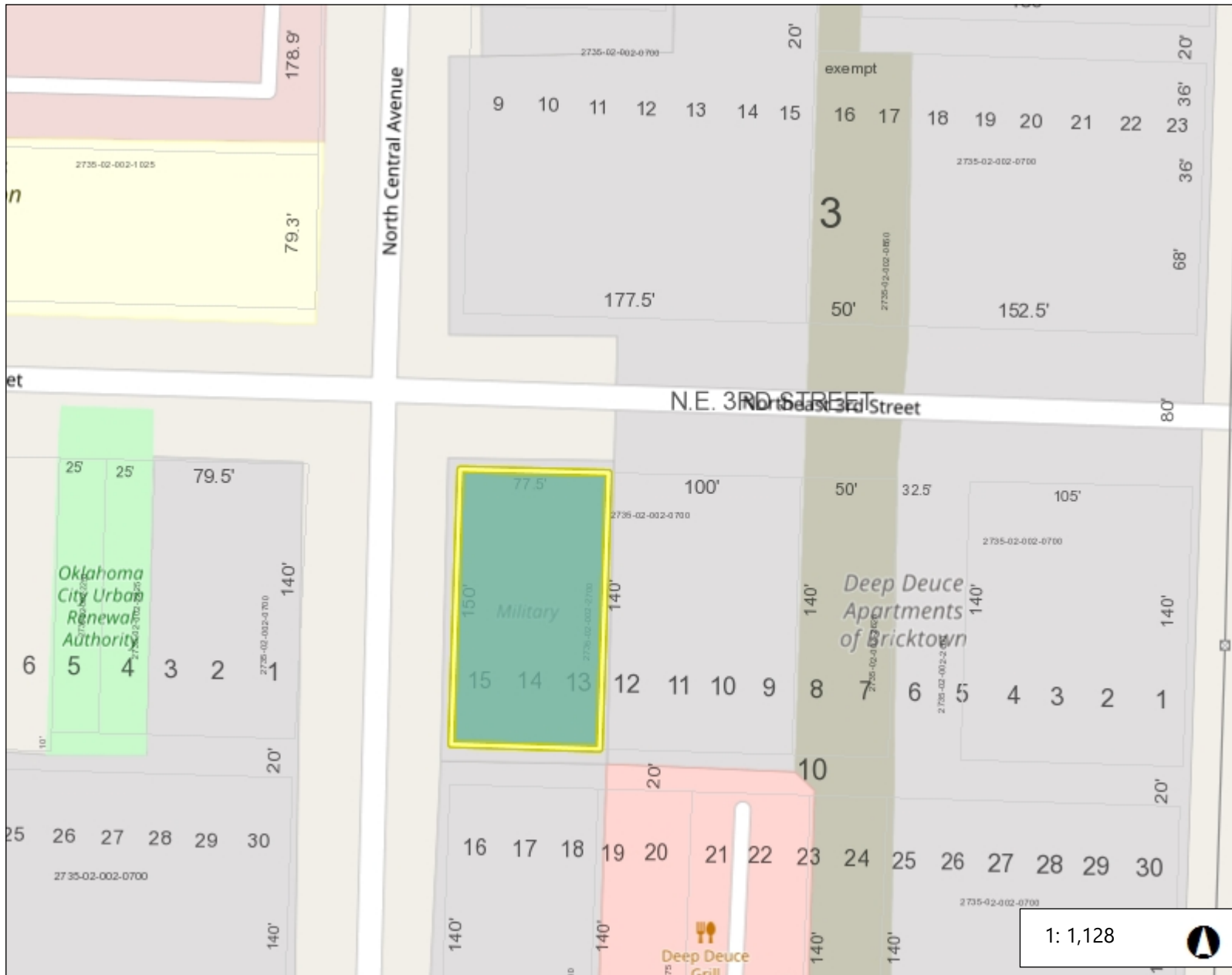
1. The invitation of proposals for the renovation, preservation, rehabilitation, and redevelopment of the property located at 300 N.E. 3<sup>rd</sup> Street, known as Lyons/Luster Mansion, is hereby authorized.
2. A public notice of an invitation for proposals is hereby authorized to be published, and a period of not less than sixty (60) days from the date of first publication is hereby established for submission of proposals.
3. The Executive Director, Authority staff and Legal Counsel are authorized to take necessary or appropriate actions to conduct a public competitive process, and are directed to proceed with the issuance of the public invitations in a timely manner.
4. All proposals shall be evaluated, and if acceptable, a redeveloper or redevelopers may be conditionally designated by the Board of Commissioners. The conditional redeveloper designation shall be based on the determination of the redevelopment proposal or proposals deemed to be most acceptable to the Authority.
5. The evaluation of redevelopment proposals shall be based on the principal criteria outlined in the invitation, including but not limited to:
  - a. responsiveness of the proposal to meet the primary goal and objective of preserving and rehabilitating Lyons/Luster Mansion, along with the goals and objectives of the Plan, PlanOKC, and applicable requirements and guidelines contained in the City's zoning and municipal codes;
  - b. market feasibility and likelihood of the proposal to succeed;
  - c. redeveloper team qualifications relevant to the proposal and demonstrated experience in completing similar projects;
  - d. sufficient evidence of financial capacity to carry out the proposal; and
  - e. capability of the redeveloper team to initiate and complete the project within a reasonable timeline.
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 conditional redeveloper designation, in order to achieve the best and most desirable project for the area and obtain agreement as to price and other terms and conditions satisfactory to the Authority.
7. The invitation for redevelopment proposals shall not create any legal obligation for the Authority to enter into a contract for redevelopment except on terms and conditions it deems in the Board's discretion to be acceptable and desirable.
8. The Executive Director, Legal Counsel, and officers and staff of the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a **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, Suite B, Oklahoma City, Oklahoma 73102, on the **20<sup>th</sup>** day of **November, 2019**; 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)



### Legend

### Notes

Enter Map Description



**OKLAHOMA CITY**

URBAN

RENEWAL

AUTHORITY

---

To: Board of Commissioners  
From: Catherine O'Connor, Executive Director  
Date: November 20, 2019  
Ref: Resolution Authorizing Annual Cost of Living Adjustments to the Oklahoma City Urban Renewal Authority Classification-Compensation Plan

**Background:** It is the policy of the OCURA to maintain comparable salary ranges with those of the City of Oklahoma City to the extent financial resources allow. The Classification-Compensation Plan was last revised and approved by the Board in October 2015. A review of the City's Compensation Plan has been performed. Increases to the City's plan since 2015 were 0% to 2.2% and averaged 1.3% annually.

**Summary of Agenda Item:** The resolution authorizes annual increases to the Revised Classification-Compensation Plan for OCURA, effective January 1 of each year, which mirror the annual adjustment to the City of Oklahoma City's Compensation Plan.

**Recommendation:** Approval of Resolution

**Attachments:** Current OCURA Classification-Compensation Plan

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

**RESOLUTION AUTHORIZING ANNUAL COST OF LIVING ADJUSTMENTS TO THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY CLASSIFICATION-COMPENSATION PLAN**

---

**WHEREAS**, it is the policy of the Oklahoma City Urban Renewal Authority (“Authority”) to maintain comparability of its salary ranges with those of the City of Oklahoma City (“City”) to the extent financial resources allow; and

**WHEREAS**, a review of the City’s classification and pay plan, including the recent history of the City’s revisions to that classification and pay plan, as well as a comparison to the Authority’s Classification-Compensation Plan and history has been performed; and

**WHEREAS**, the City annually provides cost of living adjustments to its classification and pay plan, while the Authority’s Classification-Compensation Plan has remain unchanged since 2015; and

**WHEREAS**, to maintain comparability of salary ranges with those of the City, it is appropriate and desirable to authorize annual cost of living adjustments to the Authority’s Classification-Compensation Plan in amounts that mirror the annual cost of living adjustments made by the City.

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

1. Annual cost of living adjustments to the Oklahoma City Urban Renewal Authority Classification-Compensation Plan are hereby authorized in amounts that mirror the annual cost of living adjustments made by the City of Oklahoma City to the City’s classification and pay plan.
2. Any such annual cost of living adjustments authorized in section 1 of this Resolution shall take effect on January 1 each year.
3. The Executive Director, Officers, and Legal Counsel o the Authority are authorized to take such actions as may be necessary or appropriate to implement this authorization.

I, \_\_\_\_\_, Secretary of the Board of Commissioners for the Oklahoma City Urban Renewal Authority, certify that the foregoing resolution 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 **20<sup>th</sup>** day of **November, 2019**; 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

Classification/Compensation Plan

October-15

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
<u>Field Operations Leader</u>														
Current	43,358	44,463	45,553	46,691	48,092	49,775	51,518	53,321	55,187	57,119	59,117	61,482	63,941	66,195
<u>Crew Worker</u>														
Current	26,848	27,519	28,208	29,053	29,926	30,823	31,901	33,018	34,173	35,369	36,784	38,256	39,786	41,686

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the Three Months Ending September 30, 2019

	<u>Closeout</u>		<u>Core to Shore</u>			<u>Harrison-</u>			<u>Bass Pro</u>		<u>Budget</u>
	<u>Project</u>	<u>Revolving</u>	<u>MAPS 3</u>	<u>Core to Shore</u>	<u>SEP II</u>	<u>Walnut</u>	<u>Nonfederal</u>	<u>OCRC</u>	<u>Shop</u>	<u>Total</u>	<u>2019-20</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Buffer</u>	<u>Fund</u>	<u>Other Fund</u>	<u>Fund</u>		<u>Fund</u>		
Assets											
Cash	1,527,646	52,912	54,177	741,739	-	-	91,586	186,153	533,448	3,187,662	
Investments	986,000	-	-	-	-	-	984,000	-	-	1,970,000	
Accounts Receivable	-	19,451	-	-	-	-	-	-	-	19,451	
Due from Other Governmental Entities	-	144,243	-	-	-	-	287,000	-	-	431,243	
Due from (to) Other Funds	363,489	(216,606)	-	(63,171)	1,471	(85,183)	-	-	-	-	
<b>Total Assets</b>	<b>2,877,135</b>	<b>-</b>	<b>54,177</b>	<b>678,569</b>	<b>1,471</b>	<b>(85,183)</b>	<b>1,362,586</b>	<b>186,153</b>	<b>533,448</b>	<b>5,608,356</b>	
Liabilities and Fund Balances											
Accounts Payable	-	-	-	-	-	-	-	-	-	-	
Deposits	900	-	-	25,000	-	-	-	-	-	25,900	
<b>Total Liabilities</b>	<b>900</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,900</b>	
<b>Total Fund Balances</b>	<b>2,876,235</b>	<b>-</b>	<b>54,177</b>	<b>653,569</b>	<b>1,471</b>	<b>(85,183)</b>	<b>1,362,586</b>	<b>186,153</b>	<b>533,448</b>	<b>5,582,456</b>	
<b>Total Liabilities and Fund Balances</b>	<b>2,877,135</b>	<b>-</b>	<b>54,177</b>	<b>678,569</b>	<b>1,471</b>	<b>(85,183)</b>	<b>1,362,586</b>	<b>186,153</b>	<b>533,448</b>	<b>5,608,356</b>	
Revenues											
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-	1,200,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	300,000
Lease Revenues	-	-	-	-	5,543	-	-	-	104,867	110,411	700,000
Real Estate Sales	119,250	-	-	-	-	-	-	-	-	119,250	5,400,000
Interest	4,126	-	-	23	-	-	8,130	221	-	12,500	60,000
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>123,376</b>	<b>-</b>	<b>-</b>	<b>23</b>	<b>5,543</b>	<b>-</b>	<b>8,130</b>	<b>221</b>	<b>104,867</b>	<b>242,161</b>	<b>7,660,000</b>
Expenditures											
General and Administrative	44,077	-	-	61,386	3,105	30,138	350	-	71,589	210,644	991,000
Real Estate Acquisition	56	-	-	-	-	-	-	-	-	56	3,000,000
Real Estate Disposition	87,440	-	-	5,000	-	4,082	-	-	-	96,523	750,000
Site Clearance/Improvements	2,750	-	-	158,266	-	-	-	-	3,342	164,358	400,000
Legal	65,517	-	360	28,673	968	17,688	-	-	-	113,205	300,000
Other Professional	13,489	-	-	30,219	-	10,457	-	17,300	-	71,466	400,000
Property Management	70,625	-	-	1,895	-	22,818	-	-	36,823	132,161	501,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-	1,450,000
Other	-	-	-	-	-	-	140	-	-	140	60,000
<b>Total Expenditures</b>	<b>283,953</b>	<b>-</b>	<b>360</b>	<b>285,438</b>	<b>4,072</b>	<b>85,183</b>	<b>490</b>	<b>17,300</b>	<b>111,754</b>	<b>788,552</b>	<b>7,852,000</b>
<b>Changes in Fund Balance</b>	<b>(160,577)</b>	<b>-</b>	<b>(360)</b>	<b>(285,415)</b>	<b>1,471</b>	<b>(85,183)</b>	<b>7,639</b>	<b>(17,079)</b>	<b>(6,887)</b>	<b>(546,391)</b>	<b>(192,000)</b>
Fund Balance, Beginning of Year	3,036,812	-	54,537	938,984	-	-	1,354,947	203,232	540,335	6,128,847	
Fund Balance, Current	2,876,235	-	54,177	653,569	1,471	(85,183)	1,362,586	186,153	533,448	5,582,456	



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 August 31, 2019

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets										
Cash	1,429,937	60,582	54,537	759,140	-	-	91,309	186,086	605,224	3,186,815
Investments	1,229,000	-	-	-	-	-	984,000	-	-	2,213,000
Accounts Receivable	-	14,728	-	-	-	-	-	-	-	14,728
Due from Other Governmental Entities	-	122,504	-	-	-	-	287,000	-	-	409,504
Due from (to) Other Funds	288,129	(197,814)	-	(37,547)	3,176	(55,944)	-	-	-	-
<b>Total Assets</b>	<b>2,947,066</b>	<b>-</b>	<b>54,537</b>	<b>721,593</b>	<b>3,176</b>	<b>(55,944)</b>	<b>1,362,309</b>	<b>186,086</b>	<b>605,224</b>	<b>5,824,047</b>
Liabilities and Fund Balances										
Accounts Payable	-	-	-	-	-	-	-	-	-	-
Deposits	900	-	-	25,000	-	-	-	-	-	25,900
<b>Total Liabilities</b>	<b>900</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,900</b>
<b>Total Fund Balances</b>	<b>2,946,166</b>	<b>-</b>	<b>54,537</b>	<b>696,593</b>	<b>3,176</b>	<b>(55,944)</b>	<b>1,362,309</b>	<b>186,086</b>	<b>605,224</b>	<b>5,798,147</b>
<b>Total Liabilities and Fund Balances</b>	<b>2,947,066</b>	<b>-</b>	<b>54,537</b>	<b>721,593</b>	<b>3,176</b>	<b>(55,944)</b>	<b>1,362,309</b>	<b>186,086</b>	<b>605,224</b>	<b>5,824,047</b>
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	-	-	-	-	4,710	-	-	-	52,434	57,144
Real Estate Sales	-	-	-	-	-	-	-	-	-	-
Interest	419	-	-	7	-	-	583	69	-	1,077
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>419</b>	<b>-</b>	<b>-</b>	<b>7</b>	<b>4,710</b>	<b>-</b>	<b>583</b>	<b>69</b>	<b>52,434</b>	<b>58,221</b>
Expenditures										
General and Administrative	16,892	-	-	21,063	507	10,260	85	-	27,704	76,511
Real Estate Acquisition	56	-	-	-	-	-	-	-	-	56
Real Estate Disposition	47,355	-	-	5,000	-	4,044	-	-	-	56,398
Site Clearance/Improvements	2,750	-	-	155,829	-	-	-	-	-	158,579
Legal	25,234	-	-	4,562	855	5,341	-	-	-	35,993
Other Professional	-	-	-	11,208	-	-	-	14,300	-	25,508
Property Management	30,707	-	-	-	-	10,760	-	-	-	41,467
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>122,993</b>	<b>-</b>	<b>-</b>	<b>197,663</b>	<b>1,362</b>	<b>30,405</b>	<b>85</b>	<b>14,300</b>	<b>27,704</b>	<b>394,512</b>
<b>Changes in Fund Balance</b>	<b>(122,575)</b>	<b>-</b>	<b>-</b>	<b>(197,655)</b>	<b>3,348</b>	<b>(30,405)</b>	<b>498</b>	<b>(14,231)</b>	<b>24,730</b>	<b>(336,291)</b>
Fund Balance, Beginning of Period	3,068,740	-	54,537	894,248	(172)	(25,539)	1,361,811	200,318	580,495	6,134,437
Fund Balance, Current	2,946,166	-	54,537	696,593	3,176	(55,944)	1,362,309	186,086	605,224	5,798,147

Oklahoma City Urban Renewal Authority  
Combining Balance Sheet and  
Statement of Revenues, Expenditures and Changes in Fund Balance  
as of and for the One Month Ending September 30, 2019

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets										
Cash	1,527,646	52,912	54,177	741,739	-	-	91,586	186,153	533,448	3,187,662
Investments	986,000	-	-	-	-	-	984,000	-	-	1,970,000
Accounts Receivable	-	19,451	-	-	-	-	-	-	-	19,451
Due from Other Governmental Entities	-	144,243	-	-	-	-	287,000	-	-	431,243
Due from (to) Other Funds	363,489	(216,606)	-	(63,171)	1,471	(85,183)	-	-	-	-
<b>Total Assets</b>	<b>2,877,135</b>	<b>-</b>	<b>54,177</b>	<b>678,569</b>	<b>1,471</b>	<b>(85,183)</b>	<b>1,362,586</b>	<b>186,153</b>	<b>533,448</b>	<b>5,608,356</b>
Liabilities and Fund Balances										
Accounts Payable	-	-	-	-	-	-	-	-	-	-
Deposits	900	-	-	25,000	-	-	-	-	-	25,900
<b>Total Liabilities</b>	<b>900</b>	<b>-</b>	<b>-</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,900</b>
<b>Total Fund Balances</b>	<b>2,876,235</b>	<b>-</b>	<b>54,177</b>	<b>653,569</b>	<b>1,471</b>	<b>(85,183)</b>	<b>1,362,586</b>	<b>186,153</b>	<b>533,448</b>	<b>5,582,456</b>
<b>Total Liabilities and Fund Balances</b>	<b>2,877,135</b>	<b>-</b>	<b>54,177</b>	<b>678,569</b>	<b>1,471</b>	<b>(85,183)</b>	<b>1,362,586</b>	<b>186,153</b>	<b>533,448</b>	<b>5,608,356</b>
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	-	-	-	-	-	-	-	-	-	-
Real Estate Sales	-	-	-	-	-	-	-	-	-	-
Interest	163	-	-	6	-	-	583	67	-	818
Core to Shore MAPS 3 Project	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>163</b>	<b>-</b>	<b>-</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>583</b>	<b>67</b>	<b>-</b>	<b>818</b>
Expenditures										
General and Administrative	16,766	-	-	23,766	1,705	10,799	165	-	43,885	97,087
Real Estate Acquisition	-	-	-	-	-	-	-	-	-	-
Real Estate Disposition	565	-	-	-	-	-	-	-	-	565
Site Clearance/Improvements	-	-	-	295	-	-	-	-	3,342	3,637
Legal	19,756	-	360	10,358	-	7,086	-	-	-	37,560
Other Professional	13,489	-	-	6,717	-	2,957	-	-	-	23,163
Property Management	19,517	-	-	1,895	-	8,397	-	-	24,549	54,358
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	140	-	-	140
<b>Total Expenditures</b>	<b>70,093</b>	<b>-</b>	<b>360</b>	<b>43,030</b>	<b>1,705</b>	<b>29,239</b>	<b>305</b>	<b>-</b>	<b>71,776</b>	<b>216,509</b>
<b>Changes in Fund Balance</b>	<b>(69,930)</b>	<b>-</b>	<b>(360)</b>	<b>(43,024)</b>	<b>(1,705)</b>	<b>(29,239)</b>	<b>277</b>	<b>67</b>	<b>(71,776)</b>	<b>(215,691)</b>
Fund Balance, Beginning of Period	2,946,166	-	54,537	696,593	3,176	(55,944)	1,362,309	186,086	605,224	5,798,147
Fund Balance, Current	2,876,235	-	54,177	653,569	1,471	(85,183)	1,362,586	186,153	533,448	5,582,456

Oklahoma City Urban Renewal Authority  
Schedule of Investments  
September 30, 2019

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Goldman Sachs Bank USA CD	2.25%	01/24/20	01/24/18	247,000
Wells Fargo Bank NA CD	2.80%	07/13/20	07/13/18	245,000
Medallion Bank Utah CD	2.70%	07/20/20	07/19/18	245,000
Barclay's Bank Delaware CD	2.90%	10/13/20	10/10/18	247,000
JP Morgan Chase Bank NA	2.95%	10/16/20	10/16/18	247,000
Morgan Stanley Bank NA CD	2.45%	01/25/21	01/25/18	247,000
American Express Bank FSB CD	2.25%	05/24/21	05/24/17	247,000
BMW Bank North America CD	3.00%	07/13/21	07/13/18	245,000
<b>Total Investments</b>	<b>2.66%</b>			<b>1,970,000</b>