

AGENDA
SPECIAL MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
THURSDAY, MARCH 27TH, 2025
CONFERENCE ROOM
431 W. MAIN STREET, SUITE B
1:00 P.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Corrected Minutes of a Regular Meeting on Wednesday, January 15, 2025
5. Reading and Approval of Minutes of a Special Meeting on Tuesday, March 4th, 2025

CENTRAL BUSINESS

6. Resolution No. _____ Resolution Approving a Contract for Sale of Land and Improvements with the Clara Luper Statuary Plaza Foundation, Inc., for Improvements to be made to Property Located on Robinson Avenue Just South of Corporate Tower, and Approving Refined Design Plans for Such Improvements, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)
7. Staff Report
8. Citizens to be heard
9. Adjournment

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

Posted at the offices of the City Clerk, and at 431 W Main Street, Suite B by 1:00 p.m. on Wednesday, March 26th, 2025 by Erika Ashby, Executive Assistant

CORRECTED
**MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, JANUARY 15, 2025**

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, January 15, 2025, at 10:30 a.m. in the conference room located at 431 W. Main Street, Suite B; Oklahoma City, Oklahoma 73102.

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

Mr. J. Larry Nichols
Ms. Judy J. Hatfield
Mr. James R. Tolbert, III

Commissioners Absent:

Mr. Russell M. Perry
Commissioner Vacancy

Staff Members Present:

Emily Pomeroy, Jeff Sabin, Lisa Harden and Dan Batchelor, CEDL
Kenton Tsoodle, Geri Harlan, Keith Kuhlman, Olen Cook, Cassi Poor, Melva Franklin,
Monse Lozano, Pam Lunnon and Erika Ashby, The Alliance for Economic Dev. of OKC
Kimberly Francisco, Progress OKC

Others Present:

Chase Winkel and Rand Elliott, REA
Jason Kander, VCP
Nick Berry and Cameron Rock, Berry Rock
Rev. Lee Cooper, City Ward 7
John Pettis and John Pettis Jr., OKC
Cathy O’Connor, Coalign Group
Tiffany Walker, Good Samaritan Solutions
Steve Lackmeyer, The Oklahoman
Jeff Johnson
Andy Burnett

OCURA Board of Commissioners, Wednesday, January 15, 2025

Michell Eike, Jeff Eike, Tom McKee, Eleanor Thompson, Christina Beatty, Rodney Redus, Cresha Redus, Denyvetta Davis, Taylor Doe, Linda Ware Toure, Kanita Walker, Jeri De and Zenephoar Warren

The Chairman requested a motion to approve the circulated minutes of the Special Board Meeting of the Oklahoma City Urban Renewal Authority held on November 4, 2024. Commissioner Hatfield moved the adoption of the minutes and upon second by Commissioner Tolbert, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Absent
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Minutes Approved

The Chairman introduced the following resolutions:

JFK PROJECT AREA

Resolution No. 6135 entitled:

“Resolution Conditionally Designating a Redeveloper for Certain Property Located at the Northeast Corner of Northeast 19th and Martin Luther King Jr. Boulevard, John F. Kennedy Urban Renewal Plan”

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

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Absent
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Resolution Adopted

Resolution No. 6136 entitled:

OCURA Board of Commissioners, Wednesday, January 15, 2025

“Resolution Conditionally Designating a Redeveloper for Certain Property Located near the Southeast Corner of Northeast 4th Street and North Wisconsin Avenue, John F. Kennedy Urban Renewal Plan”

Commissioner Hatfield moved to not conditionally designate a Redeveloper for certain property located near the southeast corner of Northeast 4th Street and North Wisconsin avenue, and upon second by Commissioner Tolbert, motion carried by the following roll call votes:

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Absent
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

A Redeveloper was not conditionally designated
Resolution Not Adopted

HARRISON-WALNUT

Resolution No. 6137 entitled:

“Resolution (1) Approving Amendments to the Contract for Sale of Land and Redevelopment to Extend Certain Dates, (2) Approving Schematic Design Studies, Design Development Documents, and Landscaping Plans, and (3) Authorizing the Executive Director to Approve Construction Documents and Evidence of Financing, all Submitted or to be Submitted by Sandwal LLC for the Redevelopment of Property Located on the East Side of Walnut Avenue, between N.E. 5th Street and Harrison Avenue, Harrison-Walnut Urban Renewal Plan”

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

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Absent
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Resolution Adopted

MAPS-SPORTS-ENTERTAINMENT-PARKING

Resolution No. 6138 entitled:

OCURA Board of Commissioners, Wednesday, January 15, 2025

“Resolution Authorizing the Executive Director to Exercise the Option for Routine Common Area Maintenance of The Bass Pro Building Common Area to Be Performed by The Bricktown Entertainment Center Owners’ Association, Inc.”

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

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Absent
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Resolution Adopted

NORTHEAST RENAISSANCE

Resolution No. 6139 entitled:

“Resolution Approving Real Estate Acquisition Agreement with the City Of Oklahoma City, Northeast Renaissance Urban Renewal Plan”

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

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Absent
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Resolution Adopted

GENERAL MATTERS

Financial Report

Geri Harlan presented the financial reports through September 30, 2024

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

OCURA Board of Commissioners, Wednesday, January 15, 2025

Mr. J. Larry Nichols	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Absent
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Financials Received

Staff Report - none

Citizens to be heard

There being no further business to come before the Board, the Chairman adjourned the meeting at 12:30 p.m.

Secretary

OCURA Board of Commissioners, Wednesday, January 15, 2025

MINUTES OF SPECIAL MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
TUESDAY, MARCH 4, 2025

A Special Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Tuesday, March 4, 2025, at 1:00 p.m. in the conference room located at 105 N. Hudson, Suite 101; Oklahoma City, Oklahoma 73102.

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

Ms. Judy J. Hatfield
Mr. James R. Tolbert, III
Mr. Kevin S. Perry

Commissioners Absent:

Mr. Larry Nichols
Commissioner Vacancy

Staff Present:

Emily Pomeroy and Jeff Sabin, CEDL
Kenton Tsoodle, Angela Pierce, Keith Kuhlman, Cassi Poor, Melva Franklin, Olen Cook,
Monse Lozano, Pam Lunnon and Erika Ashby, The Alliance for Economic Dev. of OKC
Kimberly Francisco, Progress OKC

Others:

Jeff Seymour, Monique Walker, and Heather Mage, OKCID
Mario Reyes, and Brie-Anne Asbury-Reyes, Zymplisity Houzz, LLC
Nick Emehiser, and Greg Steuber, Cohen-Esrey, LLC

The Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on January 15, 2025. Commissioner Tolbert moved the adoption of the minutes and upon second by Commissioner Perry, motion carried by the following roll call votes:

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

OCURA Board of Commissioners, Tuesday, March 4, 2025

Mr. Kevin S. Perry	Aye
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Minutes Approved

The Chairman introduced the following resolutions:

JFK PROJECT AREA

Resolution No. 6140 entitled:

“Resolution Approving a Redevelopment Agreement with Zymplisity Houzz, LLC for Five Single-Family Residences, John, F. Kennedy Urban Renewal Plan”

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

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Kevin S. Perry	Aye
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Resolution Adopted

Resolution No. 6141 entitled:

“Resolution Conditionally Designating a Redeveloper for Certain Property for Creston Hills Elementary School Building and Property, John F. Kennedy Urban Renewal Plan

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

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Kevin S. Perry	Aye
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Resolution Adopted

OCURA Board of Commissioners, Tuesday, March 4, 2025

GENERAL MATTERS

Resolution No. 6142 entitled:

“Joint Resolution of the Board of Commissioners of the Oklahoma City Urban Renewal Authority and the Trustees of the Oklahoma City Redevelopment Authority Approving Amended and Restated Real Estate Acquisition Agreement with the City of Oklahoma City, Core to Shore Urban Renewal Plan, Maps Sports-Entertainment-Parking Support Redevelopment Plan, Central Business District Urban Renewal Plan

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

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Kevin S. Perry	Aye
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Resolution Adopted

Financial Report

Angela Pierce presented the financial reports through November 30, 2024

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

Mr. J. Larry Nichols	Absent
Ms. Judy J. Hatfield	Aye
Mr. Kevin S. Perry	Aye
Mr. James R. Tolbert, III	Aye
Commissioner Vacancy	

Financials Received

Staff Report - none

Citizens to be heard

There being no further business to come before the Board, the Chairman adjourned the meeting at 2:09 p.m.

OCURA Board of Commissioners, Tuesday, March 4, 2025

Secretary

OCURA Board of Commissioners, Tuesday, March 4, 2025

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Kenton Tsoodle, Executive Director

Date: March 27, 2025

Ref: Resolution Approving a Contract for Sale of Land and Improvements with the Clara Luper Statuary Plaza Foundation, Inc., for Improvements to be Made to Property Located on Robinson Avenue just South of Corporate Tower, and Approving Refined Design Plans for Such Improvements, Amended and Reissued Central Business District Urban Renewal Plan (Project OKLA. R-30)

Background: OCURA owns property which lies within the boundaries of the Amended and Reissued Central Business District Urban Renewal Plan which currently serves as a plaza and pedestrian connector, open to the public, linking multiple buildings, including Devon Energy, Robinson Plaza, and Corporate Tower.

The Clara Luper Statuary Plaza Foundation, Inc. has approached OCURA, requesting to purchase the Property and install a permanent art exhibit to honor Mrs. Clara Luper and her revolutionary contributions to Oklahoma City and the United States as a civil rights activist.

The terms of the proposed Contract for Sale of Land and Redevelopment have been negotiated and the proposed purchase price of \$0.00 is not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement, particularly related to the continued use of the Property as an open public plaza and pedestrian connector.

It is appropriate and desirable to approve the proposed Redevelopment Agreement.

The Redeveloper has submitted Refined Design Plans for consideration and approval, and it is appropriate and desirable to approve the Design Plans.

Purpose of Agenda Item: The Resolution Approves a Contract for Sale of Land and Redevelopment and Design Plans

Staff Recommendation: Approval of Resolution

Attachments: Redefined Design Plans and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR SALE OF LAND AND IMPROVEMENTS WITH THE CLARA LUPER STATUARY PLAZA FOUNDATION, INC., FOR IMPROVEMENTS TO BE MADE TO PROPERTY LOCATED ON ROBINSON AVENUE JUST SOUTH OF CORPORATE TOWER, AND APPROVING REFINED DESIGN PLANS FOR SUCH IMPROVEMENTS, AMENDED AND REISSUED CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN (PROJECT OKLA. R-30)

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

WHEREAS, the principal objectives of the Urban Renewal Plan include: creating a central city of lasting beauty; integrating private development with public open spaces; providing public spaces attractive to pedestrian circulation; heightening the awareness of the essential interrelationship of buildings, open spaces, and pedestrian and vehicular circulation ways; and achieving a desirable level of contemporary architectural design in terms of aesthetic expression; and

WHEREAS, the Authority owns certain real property which lies within the boundaries of the Urban Renewal Plan (“Property”), which currently serves as a plaza and pedestrian connector, open to the public, linking multiple buildings, including Devon Energy, Robinson Plaza, and Corporate Tower; and

WHEREAS, the Clara Luper Statuary Plaza Foundation, Inc. (“Foundation”) has approached the Authority, requesting to purchase the Property from the Authority and install a permanent art exhibit to honor Mrs. Clara Luper and her revolutionary contributions to Oklahoma City and the United States as a civil rights activist; and

WHEREAS, the Executive Director of the Authority, along with Legal Counsel, has negotiated the terms of a proposed Contract for Sale of Land and Improvements (“Agreement”) between the Authority and the Foundation for the installation of such an exhibit on, and associated improvements to, the Property; and

WHEREAS, the proposed purchase price contained in the proposed Agreement for the Property is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Foundation in the Agreement, particularly related to the continued use of the Property as an open public plaza and pedestrian connector; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the proposed Agreement with the Foundation; and

WHEREAS, pursuant to the Agreement, the Foundation has submitted Refined Design Plans for consideration and approval by the Authority; and

WHEREAS, the Board of Commissioners deems it appropriate and desirable to approve the Refined Design Plans, subject to conditions and exceptions, if any, contained in the approval letter issued pursuant to this resolution; and

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

1. The proposed Agreement with the Foundation is hereby approved, and the Executive Director and Officers of the Authority are authorized to finalize and execute the Agreement and to take such actions and execute such documents as may be necessary to undertake the project in accordance with the approved Agreement, including making such modifications and corrections as are advised by Legal Counsel and are necessary and desirable.
2. The purchase price of \$0.00 is determined to be not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Foundation in the Agreement, particularly related to the continued use of the Property as an open public plaza and pedestrian connector.
3. The Refined Design Plans submitted by the Foundation are hereby approved, subject to such limiting conditions and exceptions as may be contained in an approval letter to be issued by the Executive Director of the Authority, which approval letter the Executive Director is hereby authorized and directed to provide.
4. The Officers of the Authority, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Agreement, including but not limited to amendments to the Agreement, revisions to the Refined Design Plans, and approval of easements and/or access agreements on adjacent parcels.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **special** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, OK 73102, on the **27th** day of **March, 2025**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a legally sufficient number of the Commissioners.

SECRETARY

(SEAL)

**CONTRACT FOR SALE OF LAND
AND IMPROVEMENTS**

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
an Oklahoma public body corporate

AND

CLARA LUPER STATUARY PLAZA FOUNDATION, INC.,
an Oklahoma not-for-profit corporation



**CENTER FOR ECONOMIC
DEVELOPMENT LAW**

301 N. Harvey, Suite 200
Oklahoma City, Oklahoma 73102
(405) 232-4606
www.econlaw.com

THIS CONTRACT FOR SALE OF LAND AND IMPROVEMENTS (“Agreement”) is made effective as of the ____ day of March, 2025, between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (which, together with any successor corporation, public body, or officer hereafter designated by or pursuant to law, is hereinafter called the “Authority”), established pursuant to the Urban Redevelopment Law of the State of Oklahoma (“Urban Renewal Act”), having its office at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102, and **CLARA LUPER STATUARY PLAZA FOUNDATION, INC.**, an Oklahoma not-for-profit corporation, having a mailing address of 901 NW 63rd Street, Oklahoma City, Oklahoma 73116, Attention: John Kennedy (“Foundation”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act (11 O.S. §38–101, *et seq.*), 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 in this connection is engaged in implementation of the Central Business District Urban Renewal Plan (“Urban Renewal Plan”); and

WHEREAS, the principal objectives of the Urban Renewal Plan include (i) creating a central city of lasting beauty; (ii) integrating private development with public open spaces; providing public spaces attractive to pedestrian circulation; (iii) heightening the awareness of the essential interrelationship of buildings, open spaces and pedestrian and vehicular circulation ways; and (iv) achieving a desirable level of contemporary architectural design in terms of aesthetic expression; and

WHEREAS, the Authority owns certain real property (“Property”) described on **Attachment A** and depicted on **Attachment B**, both attached hereto and made a part of this Agreement, located within the boundaries of the Urban Renewal Plan; and

WHEREAS, the Property currently serves as a plaza and pedestrian connector, open to the public and which links multiple buildings including Devon Energy, Robinson Plaza, and Corporate Tower; and

WHEREAS, the Foundation proposes to purchase the Property from the Authority and install a permanent art exhibit to honor Mrs. Clara Luper and her revolutionary contributions to Oklahoma City and the United States as a civil rights activist; and

WHEREAS, in order to formalize the rights, responsibilities, and obligations of the parties, the Authority and the Foundation deem it appropriate and desirable to enter into this Agreement.

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

DEFINITIONS:

The following terms used in this Agreement shall have the meanings indicated below:

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

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

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

“Closing Date” – A date on or before April 15, 2025, with the exact date and time for Closing to be designated by the mutual agreement of the Authority and the Foundation.

“Deed” – Special Warranty Deed in substantially the form of **Attachment C**, to be duly executed and acknowledged by the Authority and the Foundation and delivered at Closing.

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

“Improvements” – Those certain specific improvements to be constructed, erected, or installed on the Property by, or on the behalf of, the Foundation, including, without limitation, hardscape, sculpture, lighting, landscaping, and such other structures or improvements of any kind whatsoever, whether above or below grade, including, but not limited to, statues, waterlines, walkways, sidewalks, signage, site grading, and any other additions, changes or alterations to the Property. Improvements include an attractive plaza, public space, and pedestrian connector that remains open to public access, and includes statuary art depicting and describing Oklahoma City’s civil rights movement led by Mrs. Clara Luper, and specifically the sit-in at Katz Drug Store, in honor of her revolutionary contributions to Oklahoma City and the United States as a civil rights activist.

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

“Survey” – An ALTA survey of the Property prepared by Wallace Design Collective, PC, an Oklahoma for profit corporation professional, with a mailing address of 410 N Walnut Avenue #20, Oklahoma City, OK 73104, showing, at a minimum, the boundaries of the Property, the exact legal description thereof, the north direction, the location of all improvements, existing easements, the location and extent of any encroachments upon or by the Property, all utility service lines shown at the perimeter of the Property, and the total acres within the Property. The legal description of the Property prepared by such surveyor will be used to describe the Property in the instruments prepared and used to close the transaction contemplated hereby.

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

“Title Company” – American Eagle Title Insurance Company, 421 N.W. 13th Street, Suite 320, Oklahoma City, Oklahoma 73122.

“Title Insurer” – A title insurer, acting through the Title Company.

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

SECTION 1. PURPOSE, CONSIDERATION, AND RELATIONSHIP.

A. Purpose. The purpose of the project is to create, construct, install, operate, maintain, and repair (collectively to “Install”) the Improvements on the Property.

B. Sale; Purchase Price. Subject to the satisfaction of the Conditions Precedent, the Authority will sell the Property to the Foundation for ONE DOLLAR (\$1.00), and in consideration thereof the Foundation shall Install the Improvements and otherwise perform the obligations imposed on the Foundation pursuant to the terms of this Agreement and the Deed (all of such consideration shall hereinafter be referenced as the “Purchase Price,” whether paid or performed in one or more increments).

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

SECTION 2. CONVEYANCE OF PROPERTY.

A. Form of Deed. Upon satisfaction of the Conditions Precedent, the Authority shall convey title to the Property to the Foundation by means of the Deed. Such conveyance of title will be subject only to the covenants and restriction reflected in the Deed and the list of Permitted Exceptions attached to the Deed and marked as **Exhibit B** thereto.

B. Time and Place for Delivery of Deed. The Authority shall deliver the Deed to the office of the Title Company and possession of the Property to the Foundation on the Closing Date, provided the Conditions Precedent specified by this Agreement have been satisfied, and in accordance with the terms of this Agreement. On the Closing Date, the Foundation shall deliver to the Authority the Purchase Price, subject to adjustments and prorations set forth herein, in the form of certified funds or bank wire transfer. In addition, at or before Closing, the parties hereto shall take such actions and deliver to the other such instruments, items, and documents as are necessary to carry out the purposes of this Agreement, including such affidavits, certificates or other documents as may be

reasonably required to close the transaction contemplated by this Agreement and issue a policy or policies of title insurance to the Foundation. Once the Closing is consummated, the Title Company will promptly file the Deed for recordation in the land records of Oklahoma County, Oklahoma.

C. Apportionment of Property Taxes. Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at Closing. The portion of the current taxes, if any, on the Property which is a lien on the date of delivery of the Deed to the Foundation allocable to the Property conveyed will be borne by the Authority. However, the Foundation will pay any and all ad valorem taxes accruing to the Property if it is returned to the tax rolls as a result of the sale contemplated herein.

D. Closing Costs. The Foundation will pay all fees charged by the Title Company to close the transactions contemplated by this Agreement; the costs of obtaining the Title Commitment, including all title examination costs; the cost of obtaining any survey; all costs required by law for recording the Deed, including recording fees and documentary stamp taxes, if any; the premium for the Title Policy, and all costs relating to any endorsements requested by the Foundation or Foundation's lender; all costs to inspect the Property and obtain any reports as a result of such inspections; and the Foundation's accounting, legal and other expenses associated with the transaction contemplated by this Agreement, whether or not such transaction is consummated. The Authority will pay its legal and other expenses associated with the transaction contemplated by this Agreement, whether or not such transaction is consummated.

SECTION 3. TITLE.

Title Evidence; Survey; Objections. The Foundation acknowledges that it has obtained a Title Commitment and a Survey and agrees to accept the Property subject only to the covenants and restrictions reflected in the Deed and the list of Permitted Exceptions attached to the Deed and marked as **Exhibit B** thereto, on the Closing Date in its AS IS condition, and the parties hereto will consummate the transaction contemplated by this Agreement on the terms and conditions provided herein.

A. Inspections. The Foundation has conducted all inspections, investigations, and tests determined necessary and appropriate by Foundation for the construction of the Improvements. The Authority makes no warranties of any nature or kind, whether statutory, expressed or implied, with respect to the physical condition of the Property (including without limitation any and all improvements located thereon and/or comprising a part thereof). By Foundation's acceptance of the Deed, Foundation will accept the physical condition of the Property "AS IS, WITH ALL FAULTS." The provisions of this Section 3(B) shall survive Closing of this transaction.

SECTION 4. FOUNDATION OBLIGATIONS; CONDITIONS PRECEDENT TO CLOSING; TIME FOR CERTAIN ACTIONS. The Foundation agrees to take the following actions which have been specifically bargained for by the Authority and included as part of the consideration contemplated by this Agreement. The Foundation shall cause the Improvements to be placed, erected, or installed on the Property in accordance with the Refined Design Plans. "Refined Design Plans" as used herein shall mean drawings and other documents illustrating, fixing, and

describing the size, scale, scope, character, and materials of the Improvements to be placed on the Property. No Improvements shall be placed, erected, or installed on any portion of the Property, no alterations of or additions to the existing landscaping and no improvements or other construction activity, including without limitation, staking, clearing, excavation, grading, and other site work, and alteration of existing improvements, shall take place or be permitted on any portion of the Property until the Authority has reviewed and approved, in writing, the Refined Design Plans.

The Foundation shall further cause certain modifications (“Modifications”) to be made to the property owned by the Authority that lies immediately west of the Property. Such property is described and depicted on Attachment D. Modifications include but are not limited to leveling of the surface, planting trees, and relocating existing landscaping. The Modifications shall be made pursuant to a Temporary Access Easement granted by the Authority to the Foundation, to be entered into at the time of Closing, and shall terminate upon completion of the Modifications.

Notwithstanding the foregoing, each party’s obligation to consummate the Closing shall be subject to the satisfaction of the following conditions prior to Closing:

A. Compliance with REA. The Property is benefited and burdened by, and the Foundation shall comply with, that certain Reciprocal Easement Agreement, dated July 9, 1979, and recorded in the Oklahoma County Clerk’s Office at Book 4584, Page 1632 (“REA”). The Property is not being conveyed to the Foundation for purposes of redevelopment and as such does not become a Development Tract as defined by the REA upon its conveyance. The Foundation shall obtain written approval for the proposed Improvements on the Property from those certain property owners identified on Attachment E, attached hereto and made a part hereof, whose property abuts or is in the immediate vicinity of the Property and is also benefitted and burdened by the REA. Prior to Closing, such written approval (“REA Approvals”) in substantially the form of Attachment E must be submitted to the Authority. Further, prior to Closing, the Foundation shall have entered into a written agreement regarding maintenance and upkeep obligations as to the Property and the Improvements constructed on the Property. Such agreement shall be submitted to the entities identified on Attachment E.

B. Submission of Refined Design Plans. The Foundation has delivered the Refined Design Plans to the Authority. The Authority shall issue its approval or rejection of the Refined Design Plans. Should any changes or revisions be made to the Refined Design Plans after the Authority has approved them, the Foundation shall submit such revised Refined Design Plans to the Authority for approval. Approval of revisions of the Refined Design Plans may be made by the Executive Director of the Authority. Refined Design Plans that adequately and accurately reflect the Improvements to be made on the Property must be approved prior to Closing.

C. Certificate of Completion. The Improvements shall be completed by the Foundation not later than March 15, 2026, unless that date is altered by the mutual agreement of the Authority and the Foundation. Promptly after completion of the Improvements in accordance with this Agreement, the Authority will furnish the Foundation with an appropriate instrument so certifying. Such certification by the Authority shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this

Agreement with respect to the obligations of the Foundation, its successors and assigns to construct the Improvements on the Property in accordance with this Section 4.

SECTION 5. RESTRICTIONS ON USE; PERIOD OF DURATION OF COVENANT ON USE. The Foundation agrees the Deed shall contain covenants on Foundation, its respective successors and assigns, with respect to the use of the Property as follows:

A. Use Restrictions.

- i. The Foundation shall use the Property solely to Install the Improvements.
- ii. The Foundation shall take title to the Property subject to the covenants and conditions that exist on the Property, as detailed in the Deed and the Permitted Exceptions, and shall adhere to any such applicable covenants and conditions.
- iii. The Foundation shall not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof.

B. Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided herein shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in Section 5(A)(iii) above). It is further intended and agreed that the agreements and covenants provided in Section 5(A) hereof shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Foundation and every part thereof, and each party in possession or occupancy of the Property.

SECTION 6. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other will be sufficiently given or delivered if delivered by registered or certified mail, postage prepaid, return receipt requested, or nationally recognized overnight courier, or delivered personally, to the following:

Foundation: Clara Luper Statuary Plaza Foundation, Inc.
901 NW 63rd Street
Oklahoma City, OK 73116
Attn: John Kennedy

with a copy to: Williams, Box, Forshee & Bullard, P.C.
522 Colcord Drive
Oklahoma City, Oklahoma 73102
Attn: Paul Lefebvre

Authority: Oklahoma City Urban Renewal Authority

105 N. Hudson, Suite 101
Oklahoma City, Oklahoma 73102
Attn: Kenton Tsoodle, Executive Director

with a copy to: Center for Economic Development Law
301 North Harvey Ave, Suite 100
Oklahoma City, Oklahoma 73102
Attn: Emily K. Pomeroy

or to such other address as any party hereto may from time to time designate in writing and forward to the other party to this Agreement.

SECTION 7. RIGHTS SECURED BY THE CONTRACT. The contractual rights secured by the parties to this Agreement and approvals issued by the Authority pursuant to the terms of this Agreement, including specifically, but not limited to, rights of land use and development, may be enlarged (but will not be diminished) without the consent of the Foundation, with amendments to the Urban Renewal Plan regardless of the inclusive nature of references to the Urban Renewal Plan, wherever the references appear in this Agreement or in Deeds issued pursuant to it; provided, however, that this provision will not preclude amendments to the Urban Renewal Plan extending its duration, or require the consent of the Foundation for such extensions.

SECTION 8. TERMINATION. The Foundation may terminate this Agreement in the event that the Authority does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date provided in this Agreement, except as may be otherwise agreed by the parties, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Foundation. The Authority may terminate this Agreement in the event the Foundation (i) assigns or attempts to assign this Agreement, without the written consent of the Authority, or (ii) fails to comply with the obligations imposed on the Foundation hereunder; and any such failure has not been cured within thirty (30) days after the date of written demand by Authority. Upon any termination of this Agreement, the Authority and the Foundation shall thereafter have no further rights, obligations, or liabilities under this Agreement.

In the event that subsequent to conveyance of the Property to the Foundation and prior to completion of the Improvements as certified by the Authority:

- (a) the Foundation shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or
- (b) the Foundation shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien not authorized by the Agreement, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach,

and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or

- (c) there is, in violation of this Agreement, any transfer of the Property, or any change in the ownership of the Foundation, or with respect to the identity of the parties in control of the Foundation, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Foundation,

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

SECTION 9. MISCELLANEOUS.

A. Conflict of Interests; Authority Representatives Not Individually Liable. No member, official, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Authority shall be personally liable to the Foundation, 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 Foundation, or any successor on any obligations under the terms of the Agreement.

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

- i. The Foundation will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Foundation will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Foundation 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.

ii. The Foundation will, in all solicitations or advertisements for employees placed by or on behalf of the Foundation, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

E. Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

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

G. 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.

H. 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.

I. 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.

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

K. Counterparts. This Agreement may be 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 Chairperson as of the Effective Date.

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

By: _____
J. Larry Nichols, Chairperson

ACKNOWLEDGEMENT

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 March, 2025, personally appeared J. Larry Nichols, to me known to be the identical person who executed the foregoing instrument as the Chairperson of the Oklahoma City Urban Renewal Authority, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

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

(SEAL)

Notary Public

My Commission Expires: _____
My Commission Number: _____

ATTACHMENT A

Legal Description of Property

A tract of land being part of Block 35 and vacated Main Street, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the recorded plat thereof, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 783.12 feet to a point on the north line of said Block 50;

THENCE South 88°38'31" East, along the north line of said Blocks 50 and 35, passing at a distance of 360.00 feet the northwest corner of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, passing at a distance of 437.00 feet the northeast corner of said PUBLIC EASEMENT, continuing for a total distance of 819.78 feet to the northeast corner of said Block 35;

THENCE South 01°21'14" West, along the east line of said Block 35 and said line extended, a distance of 305.30 feet to the POINT OF BEGINNING;

THENCE continuing South 01°21'14" West, along the east line of Block 35 and 34, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 78.37 feet;

THENCE North 88°39'39" West a distance of 68.00 feet;

THENCE North 01°21'14" East a distance of 78.40 feet;

THENCE South 88°38'31" East a distance of 68.00 feet to the POINT OF BEGINNING.

Said tract containing 5,330 square feet or 0.1224 acres more or less.

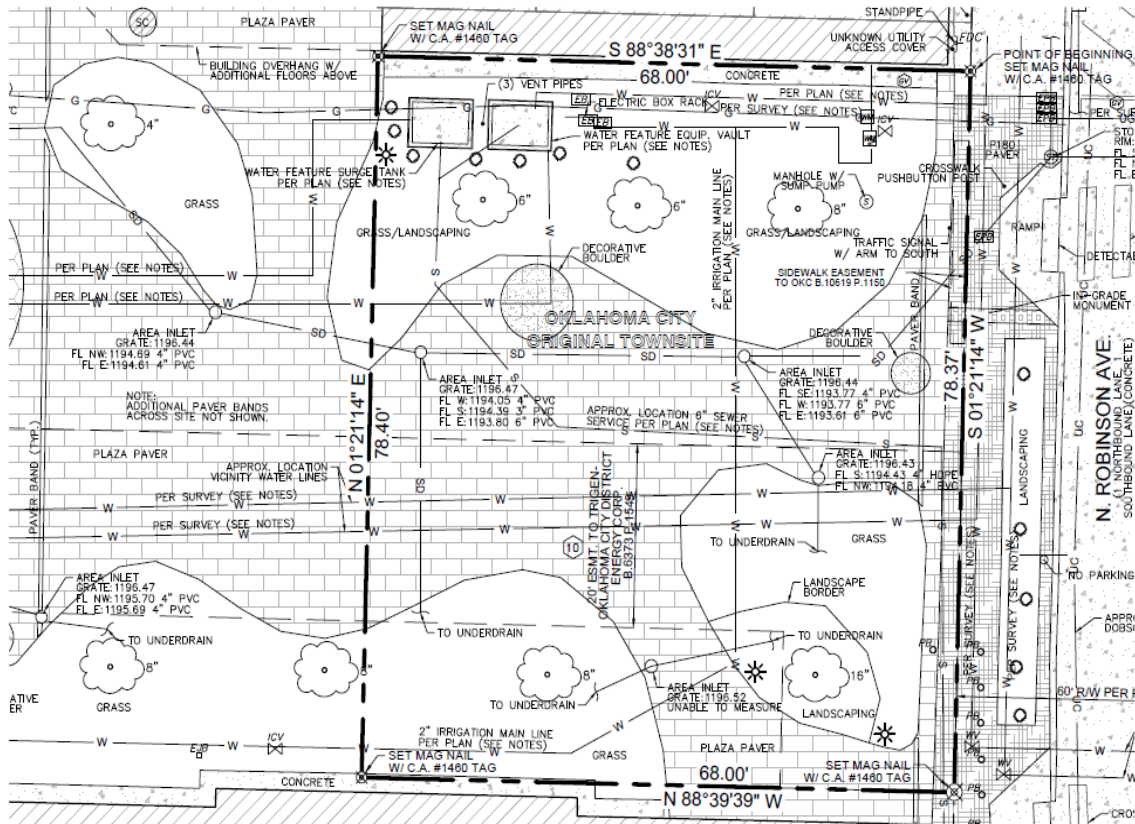
This legal description created by Wallace Design Collective, PC
Lee Martin, P.L.S.
January 8, 2025
Revised March 12, 2025

ATTACHMENT B

Depiction of Property

For informational purposes only.

DEPICTION - AREA OF INTEREST FROM ALTA/NSPS LAND TITLE SURVEY
COMPLETED BY WALLACE DESIGN COLLECTIVE, DATED FEBRUARY 3, 2025



NOT TO SCALE

ATTACHMENT C

Form of Deed

Attached.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Central Business District Urban Renewal Plan (hereinafter referred to as the "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; and

WHEREAS, The City of Oklahoma City has authorized the Oklahoma City Urban Renewal Authority to administer and implement certain project activities; 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 project area pursuant to the objectives of the Project and the Urban Renewal Plan; and

WHEREAS, the Authority and Clara Luper Statuary Plaza Foundation, Inc., an Oklahoma not-for-profit corporation (hereinafter sometimes also referred to as "Foundation"), heretofore entered into a certain Contract for Sale of Land and Improvements (hereinafter referred to as the "Agreement"), whereby the Grantee agreed to acquire, improve, and maintain 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, unless otherwise defined in this Deed, the definitions set forth in the Agreement are incorporated herein by reference.

NOW, THEREFORE, this deed, made this ____ day of _____, 2025, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (hereinafter referred to as the "Grantor"), acting herein pursuant to the above-mentioned law, and **CLARA LUPER STATUARY PLAZA FOUNDATION, INC.**, an Oklahoma not-for-profit corporation (hereinafter referred to as the "Grantee"), with a mailing address of 901 NW 63rd Street, Oklahoma City, Oklahoma 73116, Attention: John Kennedy.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant, bargain, sell and convey unto the Grantee that certain real property located in Oklahoma City, Oklahoma County, State of Oklahoma, as more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and appurtenances thereunto belonging (the "Property"); 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 all rights, interests and estates of whatsoever nature incident thereto or rising thereunder; and LESS AND EXCEPT all groundwater, including all percolating water and all water in known aquifers or aquifers to be identified in the future, and any right therein including the right to produce such groundwater.

SUBJECT TO easements, covenants, restrictions, obligations, terms, conditions, and agreements set forth in the Agreement; and

SUBJECT TO the terms, conditions, covenants, and restrictions of the Urban Renewal Plan; and

SUBJECT TO the Permitted Exceptions contained on Exhibit B, which is attached hereto and made part of this Deed.

The Grantor warrants title to the Property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, except as set forth above, 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 the Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions, which covenants and conditions are as follows:

FIRST: The Grantee shall use the Property solely for the creation, installation, operation, and maintenance of the Clara Luper Statuary Plaza, an attractive plaza, public space, and pedestrian connector that remains open to public access, subject to reasonable control and regulation by the Grantee, and includes statuary art depicting and describing Oklahoma City's civil rights movement led by Mrs. Clara Luper, particularly the sit-in at Katz Drug Store, in honor of her revolutionary contributions to Oklahoma City and the United States as a civil rights activist ("Improvements").

SECOND: The Grantee, its successors or assigns, shall pay real estate taxes or assessments on the Property, if any, when due (except those contested in good faith by appropriate proceedings) and shall not place thereon any encumbrance or lien on the Property other than liens securing the development of the Property

with the Improvements pursuant to the plans approved by the Grantor in accordance with Section 4 of the Agreement and for additional funds, if any, as obtained through or pursuant to any approved bond indenture permitted under Oklahoma law, and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies as to any individual parts or parcels, in accordance with the Agreement that all Improvements specified to be done and made by the Grantee pursuant to the Agreement have been completed.

THIRD: The Grantee shall commence promptly the Improvements on the Property hereby conveyed in accordance with the plans approved by the Grantor and shall prosecute diligently the construction of the Improvements to completion: Provided, that in any event, construction shall commence no later than April 15, 2025, and the Improvements shall be completed no later than March 15, 2026.

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

FIFTH: The Grantee shall at all times be obligated to maintain, repair, replace and renew or cause to be maintained, repaired, replaced, or renewed all Improvements on the Property so as to keep same in a clean, sightly, safe, and first-class condition consistent with its original intended appearance and with the applicable uses and rights described in that certain Reciprocal Easement Agreement dated July 9, 1979, and recorded in Book 4584 at Page 1632 of the Oklahoma County Land Records ("REA"). This obligation shall include, but not be limited to, the maintenance of all sculptures, structures, sidewalks, paved areas, rock features, and all other Improvements; the prompt removal of all paper, debris, refuse, and dead or diseased plantings, if any, from all areas of the Property and all snow and ice from paved areas; the repair, replacement, cleaning, and relamping of all signs, lighting fixtures and rock features situated on the Property; and, during the construction of the Improvements, consistent cleaning of dirt, construction debris, and other construction-related refuse from streets, sidewalks, storm drains, and inlets.

The covenants and agreements contained in covenants numbered SECOND and THIRD shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments on the Property or any part thereof. The covenants and agreements contained in covenants numbered FIRST, FOURTH, and FIFTH shall remain in effect without any limitation as to time.

In the case of the breach or violation of any one of the covenants numbered SECOND

and THIRD at any time prior to the time the Grantor furnishes a Certificate of Completion (as hereinafter provided) as to the Property and in case such breach or such violation shall not be cured, ended or remedied within ninety (90) days after written demand by the Grantor so to do, then all estate, conveyed under this Deed, shall cease and terminate, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said Property; **provided**, that any such revesting of title to the Grantor:

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

- (a) the lien of the mortgages permitted by this Deed, including, without limitation, any mortgage liens created pursuant to the Grantee's financing; and
- (b) any rights or interests provided in the 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 Grantee's financing.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST, SECOND, THIRD, and FOURTH; The City of Oklahoma City shall be deemed a beneficiary of covenants numbered FIRST, FOURTH, and FIFTH; the United States shall be deemed a beneficiary of the covenant numbered FOURTH; the owners of all Development Tracts, as defined in the REA, abutting the Property ("Abutting Owners") shall be deemed beneficiaries of the covenant number FIFTH; and such covenants shall run in favor of the Grantor, The City of Oklahoma City, the United States, and Abutting Owners, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor, The City of Oklahoma City, the United States, or Abutting Owners, is or remains an owner of any land or interest therein to which such covenants relate. As such beneficiary, the Grantor, in the event of any breach of any such covenant, The City of Oklahoma City, in the event of breach of covenants numbered FIRST and FOURTH, the United States, in the event of any breach of the covenant numbered FOURTH, and Abutting Owners, in the event of any breach of the covenant numbered FIFTH, shall each have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

The Property is not being conveyed to the Grantee for purposes of redevelopment and as such does not become a Development Tract as defined by the REA upon its conveyance. Promptly after the completion of the Improvements to the Property in accordance with the provisions of the approved plans and the Agreement, the Grantor will furnish the Grantee with an appropriate instrument (hereinafter referred to as the "Certificate of Completion") so certifying in accordance with the terms of the 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 Agreement and of the covenants and agreements contained in covenants numbered SECOND and THIRD in this Deed.

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

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

IN WITNESS WHEREOF, the name of the Grantor is hereunto affixed by J. Larry Nichols, its Chairperson, this ____ day of _____, 2025.

GRANTOR:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

By: _____
J. Larry Nichols, Chairperson

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2025, personally appeared J. Larry Nichols, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma City Urban Renewal Authority, a public body corporate, for the uses and purposes therein set forth.

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

Notary Public

My Commission Number: _____

My Commission Expires: _____

(SEAL)

IN WITNESS WHEREOF, the name of the Grantee is hereunto affixed by John Kennedy, its Co-Chair, this ____ day of _____, 2025.

GRANTEE: **CLARA LUPER STATUARY PLAZA FOUNDATION, INC.**, an Oklahoma not-for-profit corporation

By: _____
John Kennedy, Co-Chair

ACKNOWLEDGEMENT

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 _____, 2025, personally appeared John Kennedy to me known to be the identical person who executed the foregoing instrument as the Co-Chair of Clara Luper Statuary Plaza Foundation, Inc., an Oklahoma not-for-profit corporation, and acknowledged to me that they executed the same as their free and voluntary act on behalf of Clara Luper Statuary Plaza Foundation, Inc., 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)

EXHIBIT A
Legal Description of Property

A tract of land being part of Block 35 and vacated Main Street, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the recorded plat thereof, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 783.12 feet to a point on the north line of said Block 50;

THENCE South 88°38'31" East, along the north line of said Blocks 50 and 35, passing at a distance of 360.00 feet the northwest corner of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, passing at a distance of 437.00 feet the northeast corner of said PUBLIC EASEMENT, continuing for a total distance of 819.78 feet to the northeast corner of said Block 35;

THENCE South 01°21'14" West, along the east line of said Block 35 and said line extended, a distance of 305.30 feet to the POINT OF BEGINNING;

THENCE continuing South 01°21'14" West, along the east line of Block 35 and 34, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 78.37 feet;

THENCE North 88°39'39" West a distance of 68.00 feet;

THENCE North 01°21'14" East a distance of 78.40 feet;

THENCE South 88°38'31" East a distance of 68.00 feet to the POINT OF BEGINNING.

EXHIBIT B
Permitted Exceptions

(as of February 26, 2025)

The following Permitted Exceptions are numbered to correspond with the numbering system found in Schedule B, Part II - Exceptions in that certain Title Commitment, File Number 2501-0013-68, issued January 21, 2025, by American Eagle Title Group, L.L.C.

8. Reciprocal Easement Agreement recorded in Book 4584, page 1632; the related Estoppel Agreement(s) recorded in Book 4894, pages 1951, 1954, 1957 and 1960; and the Assignment of Reciprocal Easement Agreement recorded in Book 5173, page 454 and subject to the rights granted by Oklahoma City Redevelopment Corporation to Robinson Galleria Joint Venture, Perrine Acquisition Limited Partnership and National Portfolio Limited Partnership by unrecorded Easement dated December 21, 1987; Confirmation of Existing Easements recorded in Book 11212, page 1276.

9. Ordinance No. 12178 granting Thermal Systems, Inc., the use of a portion of Main Street, as amended by Ordinance No. 12,644 and further amended by Ordinance No. 13,862, subject to the rights of Trigen Oklahoma City District Energy Corporation, as shown by Resolution recorded in Book 5927, page 1040.

10. Dedication of Easement in favor of Trigen-Oklahoma City District Energy Corporation recorded in Book 6373, page 1549.

13. Assessments which become due and payable subsequent to the Date of Policy as a result of the Land being located in the Downtown Business Improvement Assessment District, Oklahoma City Improvement and Special Services Assessment District No. 6.

ATTACHMENT D

Description and depiction of Authority-owned property immediately west of the Property

A tract of land being part of Block 35 and vacated Main Street, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the recorded plat thereof, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 783.12 feet to a point on the north line of said Block 50;

THENCE South 88°38'31" East, along the north line of said Blocks 50 and 35, passing at a distance of 360.00 feet the northwest corner of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, passing at a distance of 437.00 feet the northeast corner of said PUBLIC EASEMENT, continuing for a total distance of 819.78 feet to the northeast corner of said Block 35;

THENCE South 01°21'14" West, along the east line of said Block 35 and said line extended, a distance of 305.30 feet;

THENCE North 88°38'31" West a distance of 68.00 feet to the POINT OF BEGINNING.

THENCE South 01°21'14" West a distance of 78.40 feet;

THENCE North 88°39'39" West a distance of 37.00 feet;

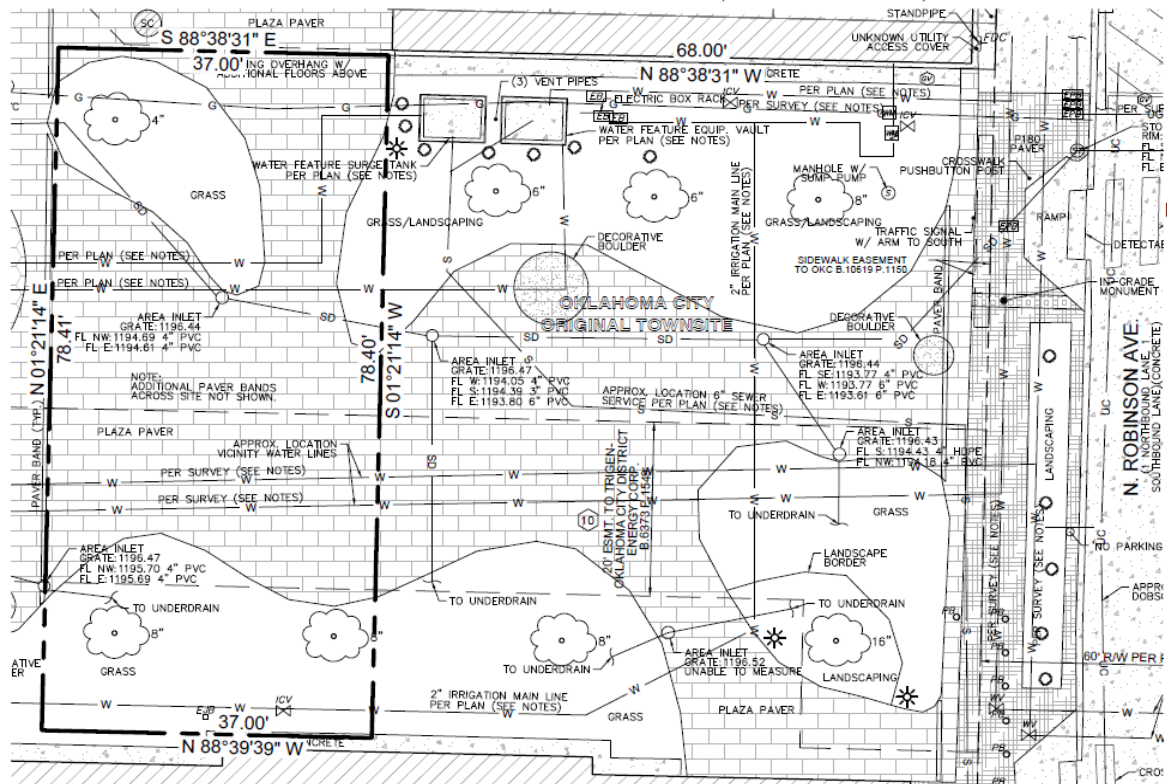
THENCE North 01°21'14" East a distance of 78.41 feet;

THENCE South 88°38'31" East a distance of 37.00 feet to the POINT OF BEGINNING.

Said tract containing 2,901 square feet or 0.066 acres more or less.

This legal description created by Wallace Design Collective, PC
Lee Martin, P.L.S.
March 12, 2025

DEPICTION - AREA OF INTEREST FROM ALTA/NSPS LAND TITLE SURVEY
COMPLETED BY WALLACE DESIGN COLLECTIVE, DATED FEBRUARY 3, 2025



NOT TO SCALE

ATTACHMENT E

Form of Approval

Attached.

APPROVALS AS TO PROPOSED IMPROVEMENTS OF PROPERTY SUBJECT TO RECIPROCAL EASEMENT AGREEMENT

WHEREAS, the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate (“Authority”) and the Clara Luper Statuary Plaza Foundation, Inc., an Oklahoma not-for-profit corporation (“Foundation”) have entered into a Contract for Sale of Land and Improvements (“Agreement”) dated March __, 2025; and

WHEREAS, the Agreement contemplates the conveyance of certain property, described on Attachment A and depicted on Attachment B, both attached hereto (the “Foundation Property”) from the Authority to the Foundation for the purpose of constructing improvements on the Foundation Property that include the installation of a permanent art exhibit to honor Mrs. Clara Luper and her revolutionary contributions to Oklahoma City and the United States as a civil rights activist; and

WHEREAS, on _____, 2025, the City of Oklahoma City’s Downtown Design Committee approved the Foundation’s submission depicting the design, location, materials, and form of the improvements to the Foundation Property (the “Refined Design Plans”); and

WHEREAS, on March __, 2025, the Authority also approved the Refined Design Plans, consistent with the provisions of the Agreement; and

WHEREAS, the Property is subject to that certain Reciprocal Easement Agreement, dated July 9, 1979, and recorded in the Oklahoma County Clerk’s Office at Book 4584, Page 1632 (“REA”), which requires, among other things, that certain nonexclusive easements remain for the purpose of pedestrian traffic between certain developed parcels; and

WHEREAS, the Agreement requires that the Foundation utilize the Foundation Property in a way that it remains a pedestrian connector and open to public access; and

WHEREAS, the Agreement requires that the Foundation obtain written approval from the parties to the REA that about the Foundation Property of the proposed improvements to the Foundation Property; and

WHEREAS, the Agreement further requires that the Foundation arrange for the maintenance and upkeep of the Foundation Property and its improvements and enter into appropriate agreements evidencing those obligations; and

WHEREAS, the Agreement contemplates that the deed conveying the Foundation Property from the Authority to the Foundation will include a covenants running with the land (1) requiring that the Foundation Property remain a pedestrian connector and open to public access and (2) requiring the maintenance and upkeep of the Foundation Property with remedies to those parties of the REA should such maintenance obligations not be met; and

WHEREAS, the owners of the properties subject to the REA that about the Foundation Property deem it appropriate and desirable to approve and consent to the Foundation’s proposed improvements to the Foundation Property.

NOW, THEREFORE, by their signatures below, the parties hereby:

1. Consent to and approve the Foundation's proposed improvements to the Foundation Property as depicted in the Refined Design Plans, which improvements include, but are not limited to, certain modifications ("Modifications") to adjacent property owned by the Authority. The Modifications are depicted on the Refined Design Plans and are limited to an area commencing on the west boundary of the Foundation Property and extending approximately 37 feet to the west. The authority to make the Modifications shall be granted to the Foundation by the Authority through a Temporary Access Easement and shall terminate upon the completion of the Modifications.
2. Agree that the Foundation shall be solely responsible for the maintenance and upkeep of the Foundation Property and the improvements thereon, specifically including but not limited to any and all statues, pavers, placards or signage, lighting, bollards, and any and all safety and security features and services; provided, however, City Center East Garage LLC and Corporate Tower LLC, have collectively arranged for the maintenance (the "Maintenance") of the garden spaces, trees, grasses and other planted material on property subject to the REA, and those same entities have agreed to continue such Maintenance duties with respect to the Foundation Property, at no expense to the Foundation. The aforementioned entities at any time shall have the right to advise the Foundation by a written statement that the Maintenance of the Foundation Property shall cease, at which time the maintenance of all planted material located on the Foundation Property shall be the sole responsibility of the Foundation.
 - a. Any and all agreements related to the maintenance and upkeep of the Property and the improvements thereon shall be provided by the Foundation to each of the undersigned parties.
 - b. Except as otherwise specifically stated herein, in no instance shall any of the undersigned parties be responsible for the maintenance and upkeep of the Property.

[signature pages follow]

DEVON HEADQUARTERS, LLC

MID SOUTH REDEVELOPERS LLC

By: _____
Kent Chrisman, Vice President

By: _____
Mark Beffort, Manager

CITY CENTER EAST GARAGE LLC

CORPORATE TOWER LLC

By: _____
Mark Beffort, Manager

By: _____
Mark Beffort, Manager

THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY

By: _____
Kenton Tsoodle, Executive Director

By its signature below, the Foundation agrees to comply with the terms of this document.

CLARA LUPER STATUARY PLAZA FOUNDATION, INC.

By: _____
John Kennedy, Co-Chair

ATTACHMENT A

Legal Description of Property

A tract of land being part of Block 35 and vacated Main Street, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the recorded plat thereof, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

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THENCE South 01°21'14" West, along the east line of said Block 35 and said line extended, a distance of 305.30 feet to the POINT OF BEGINNING;

THENCE continuing South 01°21'14" West, along the east line of Block 35 and 34, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 78.37 feet;

THENCE North 88°39'39" West a distance of 68.00 feet;

THENCE North 01°21'14" East a distance of 78.40 feet;

THENCE South 88°38'31" East a distance of 68.00 feet to the POINT OF BEGINNING.

Said tract containing 5,330 square feet or 0.1224 acres more or less.

This legal description created by Wallace Design Collective, PC

Lee Martin, P.L.S.

January 8, 2025

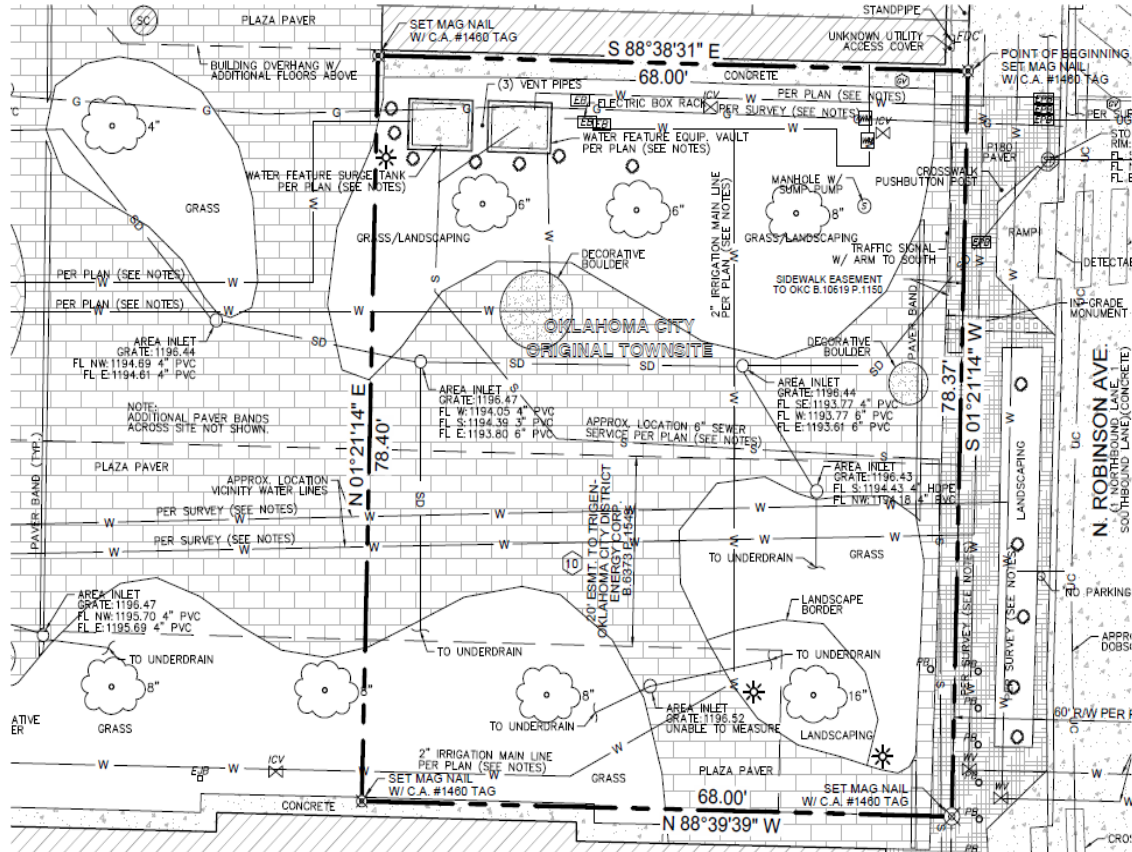
Revised March 12, 2025

ATTACHMENT B

Depiction of Property

For informational purposes only.

DEPICTION - AREA OF INTEREST FROM ALTA/NSPS LAND TITLE SURVEY
COMPLETED BY WALLACE DESIGN COLLECTIVE, DATED FEBRUARY 3, 2025





THE CLARA LUPER SIT-IN PLAZA

SCOPE OF WORK

LOCATION

The Sit-In plaza will be located between corporate tower and the IRS building at the intersection of Main Street and Robinson Ave. The site of the original Katz diner where Clara Luper led the first sit-in demonstrations, the existing plaza was recently improved by the City..

SCOPE

The existing paving, planting, lighting, and large stones will be removed. A limestone paver plaza will take its place with 4' tall stone monuments will support internally illuminated markers used for storytelling. Area lighting mounted on adjacent buildings will provide illumination for the sculpture at night.

Traffic-rated bollards and 4' tall stone monument signs will line the entry.

The sculptures will be the central focus of the plaza, located in the middle of the plaza, centered between the neighboring buildings.

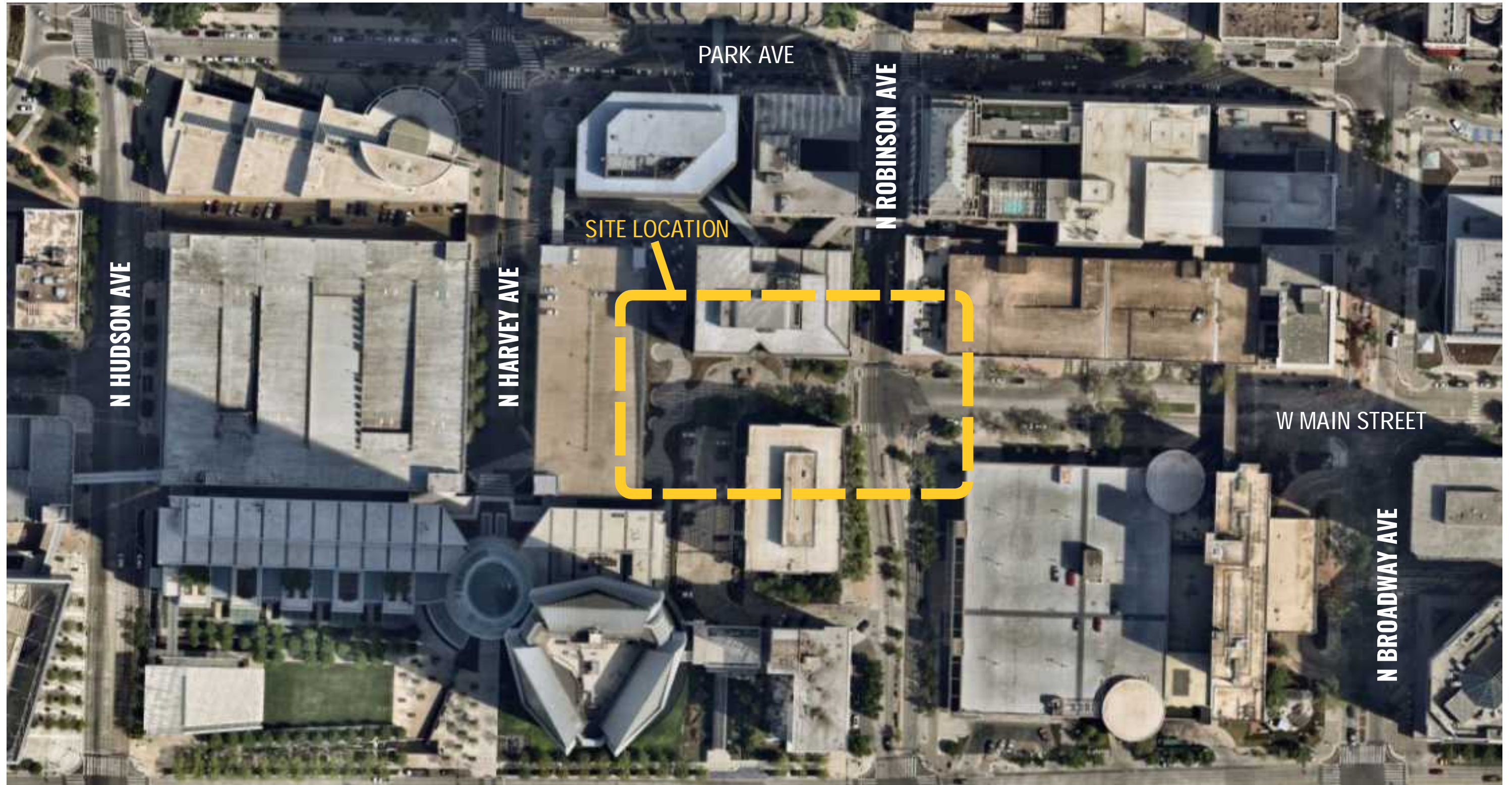
The sculptures have been fabricated and will be ready for installation in August.

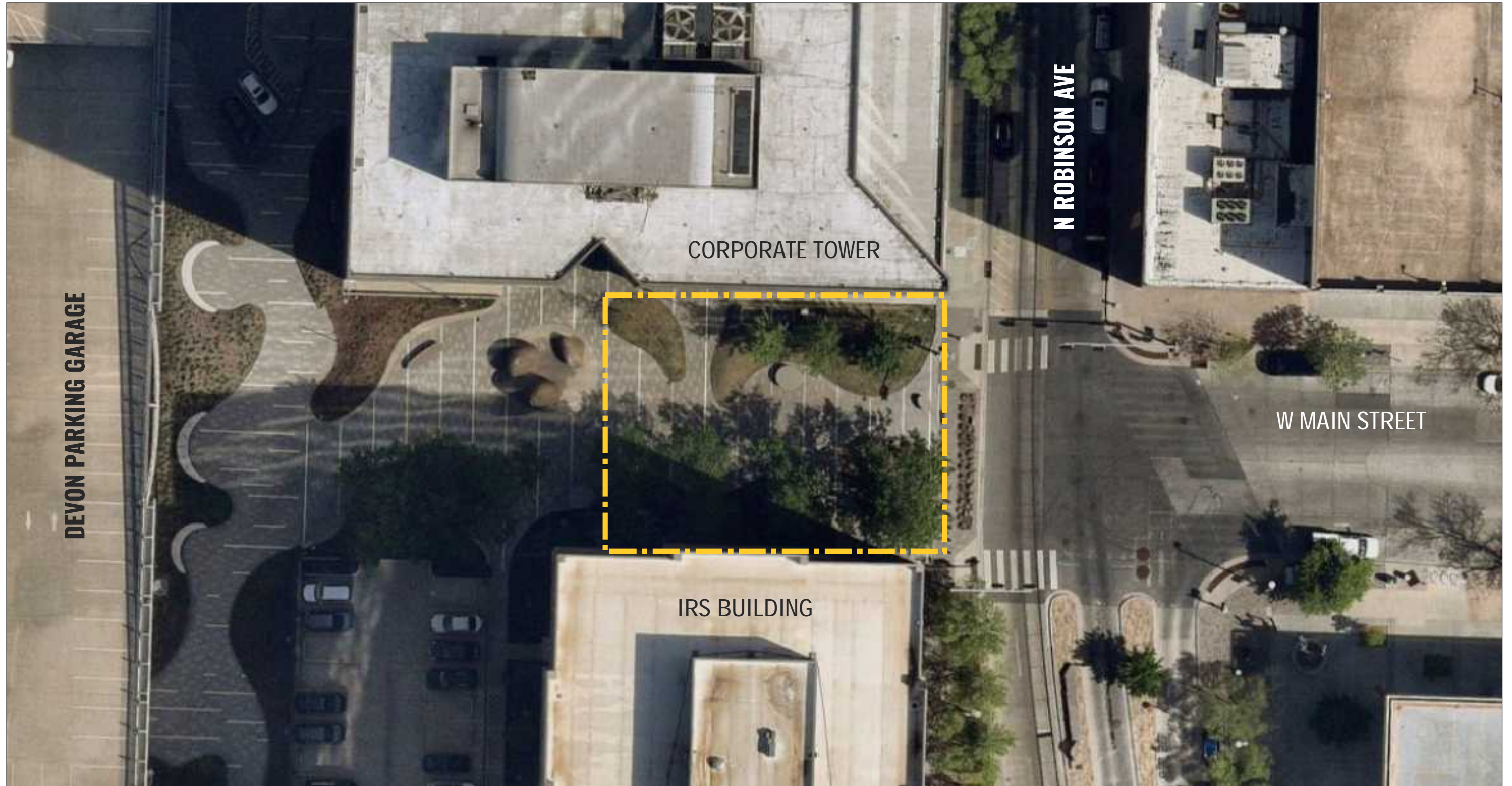


SCULPTURES

The sit in figures and lunch counter are nearing completion at the foundry in Berkley, CA. The photos are a sample of the elegant and detailed quality of the sculptures. The bottom right photo shows Marilyn Luper-Hildreth beside sculptures of herself as a youth and her mother, Clara Luper.



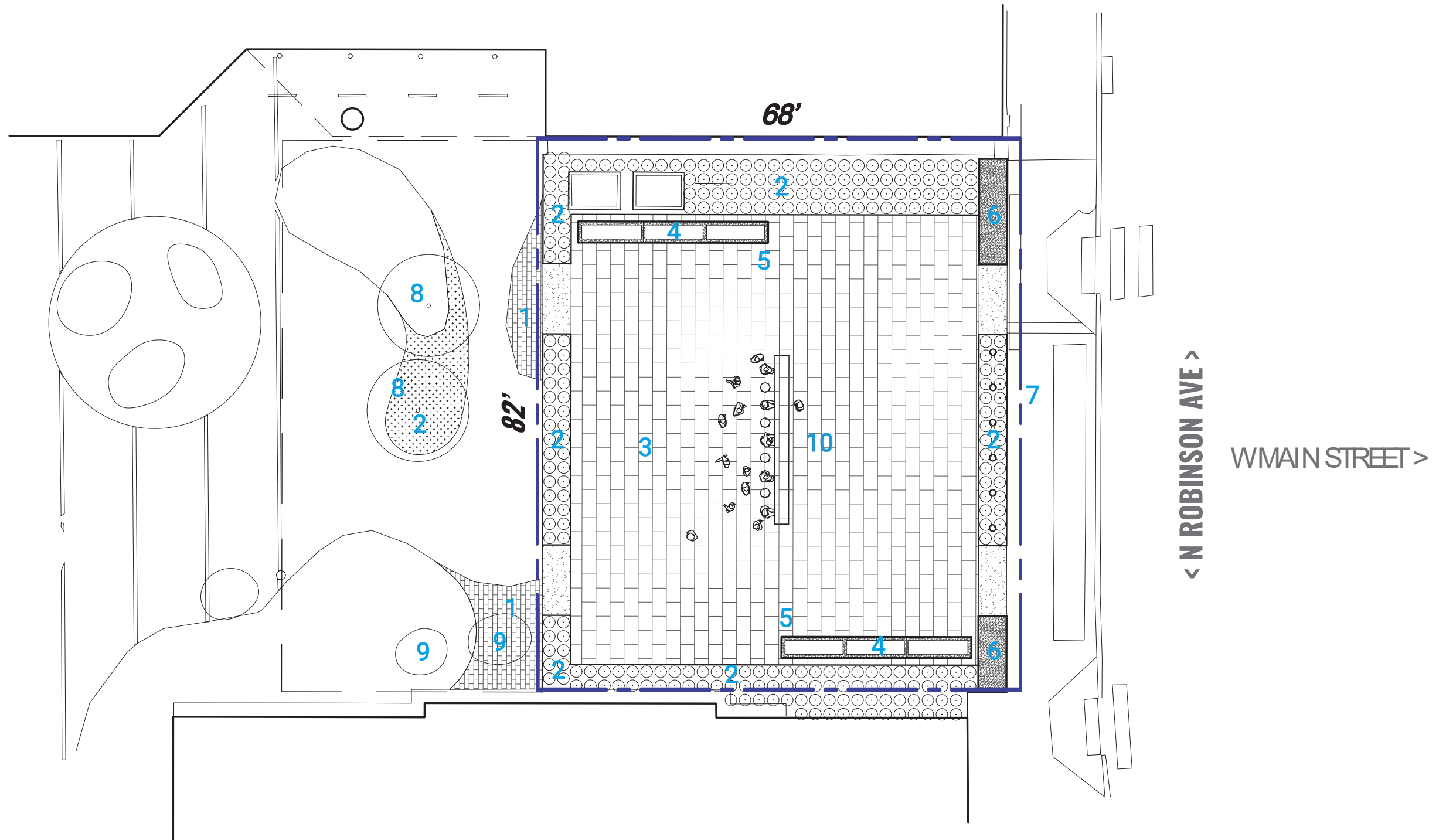








- 1. infill paving with salvaged pavers
- 2. new planting bed
- 3. 2'x4' stone pavers
- 4. historical story marker
- 5. 4' tall stone pedestal
- 6. 4' tall stone monument sign
- 7. traffic-rated bollards (6)
- 8. new trees (2)
- 9. relocated boulders
- 10. sculpture

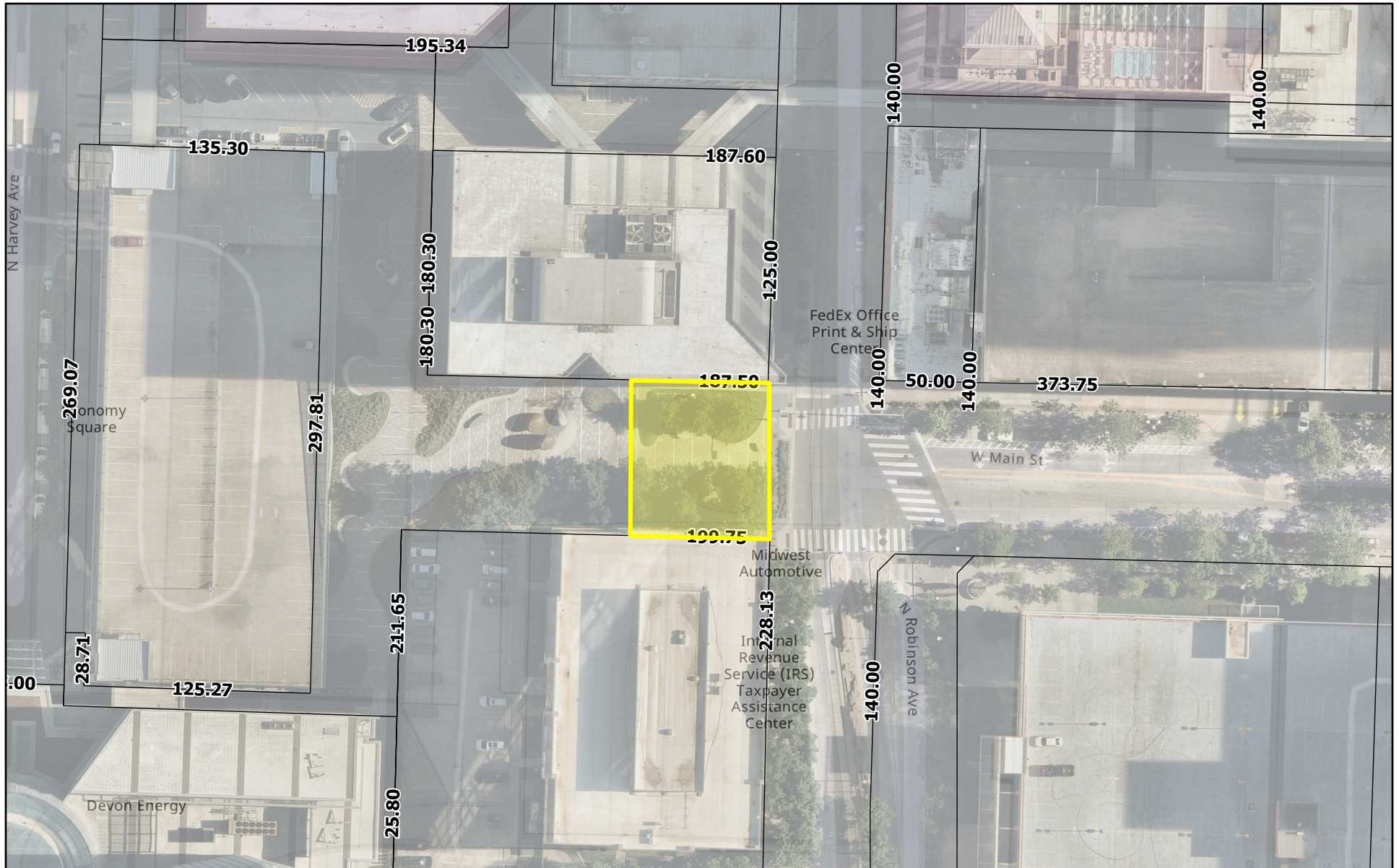






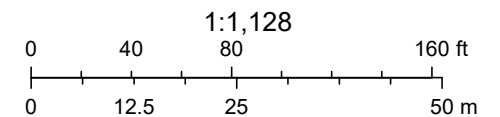


Clara Luper Statuary Plaza Foundation



3/11/2025, 4:46:59 PM

— Tax Parcel Diminsions
□ Sections



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS,