

AMENDED

AGENDA
REGULAR AND ANNUAL MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, JUNE 16, 2021
CONFERENCE ROOM
431 WEST MAIN STREET, SUITE B
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Special Meeting on Wednesday, April 21, 2021
5. Election of Officers

JFK PROJECT AREA

6. Resolution No. _____ Approving a Redevelopment Agreement with Ground Root Development, LLC, for Three Single-Family Residences and One Duplex Residence on Parcels Located at the Southwest Corner of Northeast Euclid Street and North Fonshill Avenue, Northeast 10th Street between North Jordan Avenue and North Kelham Avenue, and Two Parcels Located on Park Place between North Kelham Avenue and North Jordan Avenue, John F. Kennedy Urban Renewal Plan
7. Resolution No. _____ Approving a Redevelopment Agreement with Jenny Haymore and Michael Caleb Haymore for a Duplex Residence on Northeast 9th Street between North Bath Avenue and North Jordan Avenue, John F. Kennedy Urban Renewal Plan
8. Resolution No. _____ Approving a Redevelopment Agreement with Bret Haymore and Alyssa Haymore for Two Duplex Residences on Northeast 13th Street between North Bath Avenue and North Jordan Avenue, John F. Kennedy Urban Renewal Plan
9. Resolution No. _____ Approving a Redevelopment Agreement with Evans Fine Homes LLC, for Three Single-Family Residences on Two Parcels Located on Northeast 17th Street between North Kate Avenue and North Prospect Avenue and One Parcel Located at the Southeast Corner of Northeast 18th Street and North Prospect Avenue, John F. Kennedy Urban Renewal Plan
10. Resolution No. _____ Approving a Redevelopment Agreement with Timber Ridge Custom Homes LLC, for Three Single-Family Residences on Parcels Located at the Southwest Corner of Northeast 14th Street and North Highland Drive, John F. Kennedy Urban Renewal Plan

OCURA AGENDA

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11. Resolution No. _____ Ratifying the Conveyance of Permanent Utility Easement to the City of Oklahoma City on Property Located Near the Intersection of Northeast 7th Street and North Bath Avenue, John F. Kennedy Urban Renewal Plan
12. Resolution No. _____ Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located at the Southwest Corner of Northeast 16th Street and North Martin Luther King Avenue, John F. Kennedy Urban Renewal Plan

MAPS SPORTS ENTERTAINMENT PARKING

13. Resolution No. _____ Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located Near the Intersection of Interstate 235 and Northeast 1st Street, MAPS Sports-Entertainment-Parking Support Redevelopment Plan

CORE TO SHORE

14. Resolution No. _____ Approving Construction Documents and Landscaping Plans Submitted by Boulevard Place OKC, LLC for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan

HARRISON/WALNUT

15. Resolution No. _____ Approving and Authorizing the Voluntary Acquisition of Real Property Located Near Northeast 4th Street and North Lincoln Boulevard (Lots 2 and 5, of Block 7, Durland's Second Addition) from the Oklahoma City Redevelopment Corporation, Harrison-Walnut Urban Renewal Plan, as Amended

CENTRAL BUSINESS DISTRICT

16. Resolution No. _____ Approving Schematic Design Studies Submitted by Alley's End OKC, LLC for the Redevelopment of Property Located at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, Constituting Redevelopment Parcel No. 1, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)
17. Resolution No. _____ Approving an Amendment to the Contract for Sale of Land and Redevelopment with 700 West 4th, LLC to Extend Performance Dates, Revise the Form of Deed, and Amend Rights of the Authority Subsequent to Conveyance of the Property; Approving Submittals from the Redeveloper; and Approving the Assignment of the Redevelopment Agreement for Financing Purposes, for the Development of Property Located at the Southeast Corner Of NW 4th Street and Shartel Avenue, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)

GENERAL MATTERS

18. Resolution No. _____ Authorizing and Approving Economic Development Services Agreement between the Oklahoma City Urban Renewal Authority and The Alliance For Economic Development of Oklahoma City
19. Resolution No. _____ Approving Annual Budget for Legal Services between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law for Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022
20. Resolution No. _____ Authorizing Advancements for Payment of Certain Costs Incurred by the Oklahoma City Redevelopment Authority and the Oklahoma City Redevelopment Corporation in Connection with Proposed and Approved Projects, and Approving and Ratifying Actions through June 30, 2021
21. Resolution No. _____ Accepting the Proposal by HSPG & Associates, PC, to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2021
22. Resolution No. _____ Approving a Budget for the Period of July 1, 2021, through June 30, 2022
23. Presentation Interim Financial Report for the Period Ending March 31, 2021.
24. Staff Report
25. Citizens to be heard
26. Adjournment

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
APRIL 21, 2021

This Regular Meeting Notice via teleconference was posted on okc.gov at **2:54 p.m. on April 7, 2021**. The Special Meeting Agenda via teleconference was posted on okc.gov at **8:26 a.m. on April 19, 2021**. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 10 minutes, items remaining for consideration will be moved to May 19, 2021 at 10:30 a.m., which is our next regularly scheduled meeting.

The Chairman called the meeting to order and stated that the meeting was being held in compliance with the Oklahoma Open Meeting Law.

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

Commissioners Absent:

Mr. Lee Cooper, Jr.

Staff Members Present:

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

Others Present:

Steve Lackmeyer, The Oklahoman
Ron Bradshaw – Page Woodson, LLC
Pam Bingham – Jefferson Park Neighborhood Association
Jasmine Kendricks
LaTasha Timberlake - Developer
Jenny Haymore – Developer (PIMA)

OCURA Board of Commissioners, Wednesday, April 21, 2021

The Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Thursday, March 4, 2021.

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	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee Cooper, Jr.	Absent

Minutes Approved

The Chairman introduced the following resolutions:

HARRISON/WALNUT

Resolution No. 5962 entitled:

“Authorizing the Acquisition of Real Property located near N.E. 5th Street and N. Lindsay Avenue (Lots 3, 4, And 6 of Block 7, Durland’s Second Addition) by Negotiation and by Exercise of Eminent Domain, if necessary, Harrison-Walnut Urban Renewal Plan, as Amended”

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

Resolution Adopted

Resolution No. 5963 entitled:

“Approving a Fifth Amendment to the Contract for Sale of Land and Redevelopment with Colony – Page Woodson, LLC, for the Redevelopment of the Property Bounded Generally by Northeast 4th Street, Northeast 7th Street, North Kelley Avenue, and North Stonewall Avenue;

OCURA Board of Commissioners, Wednesday, April 21, 2021

Approving Acquisition of Property to be included in the Redevelopment through an Assignment and Assumption of Real Estate Contract; Approving a First Amendment to the Early Entry Agreement to include the Acquired Property; Harrison-Walnut Urban Renewal Plan And University Medical Center Urban Renewal Plan”

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

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

Resolution Adopted

Resolution No. 5964 entitled:

“Approving a Memorandum of Agreement with the National Trust for Historic Preservation and Authorizing an Invitation for Proposals for Professional Services for Community Engagement, Feasibility Assessment, and Reuse Recommendations for the Historic Brockway Center and Lyons Mansion, Harrison-Walnut Urban Renewal Plan, as Amended, and Oklahoma Regional Innovation District Project 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	Aye
Ms. Judy J. Hatfield	Aye
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee Cooper, Jr.	Absent

Resolution Adopted

OCURA Board of Commissioners, Wednesday, April 21, 2021

JFK PROJECT AREA

Resolution No. 5965 entitled:

“Approving a Redevelopment Agreement with Two Structures, LLC, for two Single-Family Residences on Northeast 11th Street: One on the Southwest Corner of the Intersection with North Jordan Avenue and one in between North Kate Avenue and North Fonshill Avenue, John F. Kennedy Urban Renewal Plan”

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

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

Resolution Adopted

Resolution No. 5966 entitled:

“Approving a Redevelopment Agreement with Latasha Timberlake for a Duplex Residence on Northeast 10th Street in between North Bath Avenue and North Jordan Avenue, John F. Kennedy Urban Renewal Plan”

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

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

Resolution Adopted

Resolution No. 5967 entitled:

“Approving a Supplemental Amendment to Redevelopment Agreement with Jefferson Park Neighbors Association, changing the location of Property for two Single-Family Homes from Lots 15–16, Block 2, Bath Orchard Addition, and Lots 24–25, Block 14, Bath Highland Addition,

OCURA Board of Commissioners, Wednesday, April 21, 2021

to Lots 1–2 And 7–8, Block 1, Bath Orchard Addition, and Revising Commencement and Completion Dates, John F. Kennedy Urban Renewal Plan”

Commissioner Perry 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	Aye
Mr. James R. Tolbert, III	Aye
Mr. Lee Cooper, Jr.	Absent

Resolution Adopted

GENERAL MATTERS

Financial Report

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

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

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

Financial Received

OCURA Board of Commissioners, Wednesday, April 21, 2021

Staff Report

Ms. O'Connor introduced new employees (Micah Syner, Shira Lucky and Keith Kuhlman) to the board. Mr. O'Connor informed the board that the Homeland project is making progress and moving forward.

Citizens to be heard

There being no further business to come before the Board, the Chairman adjourned the meeting at 11:04 a.m.

Mr. Nichols moved the adjournment of meeting, and upon second by Commissioner Hatfield, motion carried by the following roll call vote:

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

Adjournment Approved

Secretary

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 16, 2021
Ref: Election of Officers

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

Chairman: J. Larry Nichols
Vice Chairman: James R. Tolbert, III
Secretary: Judy J. Hatfield
Assistant Secretary: Russell M. Perry
Assistant Secretary: James R. Tolbert, III
Assistant Secretary: Lee E. Cooper, Jr.
Treasurer: Russell M. Perry

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

OKLAHOMA CITY

URBAN RENEWAL AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 16, 2021
Ref: Resolution Approving a Redevelopment Agreement with Ground Root Development, LLC, for Three Single-Family Residences and One Duplex Residence on Parcels Located at the Southwest Corner of Northeast Eucild Street and North Fonshill Avenue, Northeast 10th Street Between North Jordan Avenue and North Kelham Avenue, and Two Parcels Located on Park Places between North Kelham Avenue and North Jordan Avenue, John F. Kennedy Urban Renewal Plan

Background: In 2018, OCURA issued a Request for Proposals from Builders and Real Estate Developers to development of residential homes on scattered lots in the JFK Urban Renewal Area. Ground Root Development proposes to build three single-family residential homes and one duplex residence on OCURA properties located on scattered lots in the John F. Kennedy Urban Renewal Area in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement, Special Warranty Deed and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH GROUND ROOT DEVELOPMENT, LLC, FOR THREE SINGLE-FAMILY RESIDENCES AND ONE DUPLEX RESIDENCE ON PARCELS LOCATED AT THE SOUTHWEST CORNER OF NORTHEAST EUCLID STREET AND NORTH FONSHILL AVENUE, NORTHEAST 10TH STREET BETWEEN NORTH JORDAN AVENUE AND NORTH KELHAM AVENUE, AND TWO PARCELS LOCATED ON PARK PLACE BETWEEN NORTH KELHAM AVENUE AND NORTH JORDAN AVENUE, 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 Ground Root Development, LLC (“Redeveloper”), for development of a three single-family residences and one duplex residence on parcels located at the southwest corner of Northeast Euclid Street and North Fonshill Avenue, Northeast 10th Street between North Jordan Avenue and North Kelham Avenue, and two parcels located on Park Place between North Kelham Avenue and North Jordan Avenue, as described in Exhibit A of the Redevelopment Agreement (collectively, “Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.

3. The purchase price of sixty cents per square foot (\$0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.
4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

GROUND ROOT DEVELOPMENT, LLC

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
GROUND ROOT DEVELOPMENT, LLC**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and GROUND ROOT DEVELOPMENT, LLC, an Oklahoma limited liability company having a mailing address of P.O. Box 11042, Oklahoma City, OK 73136 (“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 \$.60 per square foot as established by the reuse appraisal

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

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed[s]”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 Time and Place for Delivery of Deed(s).** The Deed(s) 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(s).
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 Closing Costs.** The Authority shall pay 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 three new single-family residences and one new duplex residence, as stipulated below:

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

3.2 Submittal of Redevelopment Plans. 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 compliance with Section 3.1 above for each residence. All residences and all ancillary improvements Redeveloper constructs must reflect the content of an approved Redevelopment Plan. Such Redevelopment Plan shall include:

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

3.3 Review of Redevelopment Plans. The Authority, in its discretion, may approve Redevelopment Plans 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 each Redevelopment Plan.

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

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

Commencement Date: August 31, 2021

Completion Date: May 31, 2022

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

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

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

- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

4.3 Mortgage Financing; Rights of Mortgagees. The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residence and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed(s), 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 (or portion thereof) 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 appropriate Commencement Date listed in Section 3.6; or

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 whole or in part, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement for the portion so terminated.

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

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

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residences or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or
- (b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property 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 portion thereof, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

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

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

accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof.

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

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

ARTICLE 6. MISCELLANEOUS

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

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

Ground Root Development, LLC
P.O. Box 11042
Oklahoma City, OK 73136; and

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

Oklahoma City Urban Renewal Authority
105 North Hudson, Suite 101

Oklahoma City, Oklahoma 73102; or

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

- 6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.
- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.
- 6.5 No Brokerage Agreement.** Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.
- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.
- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.
- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
 - (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
 - (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban

Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

REDEVELOPER: **GROUND ROOT DEVELOPMENT, LLC,**
an Oklahoma limited liability company

Valerie J. McMurry, President

ACKNOWLEDGMENT

[illegible]

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared Valerie J. McMurry, to me known to be the identical persons who executed the foregoing instrument as the President of Ground Root Development, LLC, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Ground Root Development, LLC, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

All of Lots Five (5), Six (6), Seven (7) and Eight (8) in Block Twelve (12), in BATH ORCHARD ADDITION to Oklahoma City, Oklahoma according to the recorded plat thereof, All right, title and interest in and to vacated streets and alleys abutting thereon;

and

All of Lots One (1) & Two (2) in Block Eighteen (18) in CULBERTSON EAST HIGHLAND ADDITON to Oklahoma City, Oklahoma according to the recorded plat thereof, inclusive of all right, title and interest in and to all vacated Streets and Alleys abutting thereto;

and

The South 135 feet of Lots Nine (9) and Ten (10), of Block Two (2) in Subdivision of Part of Lot 1 and all of Lot 2 in Block 2, JORDAN PLACE ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.

.

SCHEDULE B
TITLE EXCEPTIONS

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

EXHIBIT C
(FORM OF DEED)

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

Ground Root Development, LLC
P.O. Box 11042
Oklahoma City, OK 73136

**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 Ground Root Development, LLC, have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2021 ("Redevelopment Agreement"), whereby Ground Root Development, LLC, agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this _____ day of _____,

20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **GROUND ROOT DEVELOPMENT, 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 _____, 2021, and shall be completed no later than _____, 2022.

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: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, 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:

GROUND ROOT DEVELOPMENT, LLC,
an Oklahoma limited liability company

By: _____
Valerie J. McMurry, President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Valerie J. McMurry, to me known to be the identical persons who executed the foregoing instrument as the President of Ground Root Development, LLC, and acknowledged to me that she executed the same as her free and voluntary act on behalf of Ground Root Development, LLC, for the uses and purposes therein set forth.

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

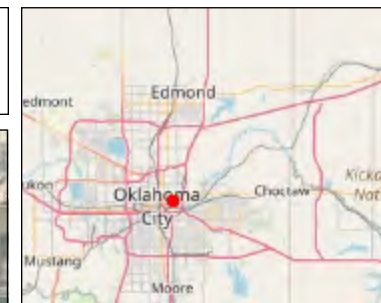
NOTARY PUBLIC

My Commission No.: _____




My Commission Expires: _____



Ground Root Development



Legend

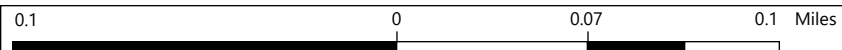
-  Sections (>1:40,000)
-  Parcels
-  OK County Boundary



1: 4,514



Notes



WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Approving a Redevelopment Agreement with Jenny Haymore and Michael Caleb Haymore for a Duplex Residence on Northeast 9th Street between North Bath Avenue and North Jordan Avenue, 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. Jenny Haymore and Michael Caleb Haymore propose to build a duplex residence on OCURA property located on northeast 9th Street in between north Bath Avenue and North Jordan Avenue 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 JENNY HAYMORE AND MICHAEL CALEB HAYMORE FOR A DUPLEX RESIDENCE ON NORTHEAST 9th STREET BETWEEN NORTH BATH AVENUE AND NORTH JORDAN AVENUE, 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 Jenny Haymore and Michael Caleb Haymore (“Redeveloper”), for development of a duplex residence on Northeast 9th Street between North Bath Avenue and North Jordan Avenue, on Lots 23–24 of 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, as established by the reuse appraisal currently on file at the offices of the Authority; and

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

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

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

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

JENNY HAYMORE AND MICHAEL CALEB HAYMORE

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
JENNY HAYMORE AND MICHAEL CALEB HAYMORE**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and JENNY HAYMORE AND MICHAEL CALEB HAYMORE, a married couple having a mailing address of 18613 Salvador Road, 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 \$.60 per square foot as established by the reuse appraisal

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

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed[s]”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 Time and Place for Delivery of Deed(s).** The Deed(s) 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(s).
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 Closing Costs.** The Authority shall pay 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 duplex 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: October 1, 2021

Completion Date: October 1, 2022

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(s) 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(s) shall contain covenants to the effect that:

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

- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

4.3 Mortgage Financing; Rights of Mortgagees. The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residence and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed(s), 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(s) to the Redeveloper; provided, that such condition subsequent and any revesting of title as a result in the Authority:

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

- 5.4 Forced Delay in Performance for Causes Beyond Control of Party.** Neither the Authority nor the Redeveloper, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to this Agreement in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes. In the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of this provision shall have first notified the other party in writing within thirty (30) days after the beginning of any such forced delay, and of the cause or causes thereof, and requested an extension for the period of the forced delay.
- 5.5 Rights and Remedies Cumulative; No Waiver by Delay.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative. Any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way, and no waiver made by either party with respect to the performance of any obligation of the other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver except to the extent specifically waived in writing.

ARTICLE 6. MISCELLANEOUS

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

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

Jenny Haymore and Michael Caleb Haymore
18613 Salvador Road
Edmond, OK 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(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
 - (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
 - (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's

books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3").

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

REDEVELOPER: **JENNY HAYMORE AND MICHAEL CALEB HAYMORE,**
a married couple

Jenny Haymore

ACKNOWLEDGMENT

[illegible]

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Jenny Haymore and Michael Caleb Haymore, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary acts, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

Lots Twenty-Three (23) and Twenty-Four (24), Block Two (2), Jordan Place Amended Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, including all right, title, and interest in and to vacated streets and alleys abutting thereon, 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**

[insert form deed]

EXHIBIT C
(FORM OF DEED)

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

Jenny Haymore and Michael Caleb Haymore
18613 Salvador Road
Edmond, OK 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 Jenny Haymore and Michael Caleb Haymore have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2021 ("Redevelopment Agreement"), whereby Jenny Haymore and Michael Caleb Haymore agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this ____ day of _____, 20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **JENNY HAYMORE AND MICHAEL CALEB HAYMORE**, a married couple (“Grantee”).

WITNESSETH:

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

The Grantor warrants title to the property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, and Grantor will execute such further assurances thereof as may be requisite: **Provided**, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST 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 October 1, 2021, and shall be completed no later than April 1, 2022.

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

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

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2021, 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:

JENNY HAYMORE AND MICHAEL CALEB HAYMORE,
a married couple

By: _____
Jenny Haymore

Michael Caleb Haymore

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

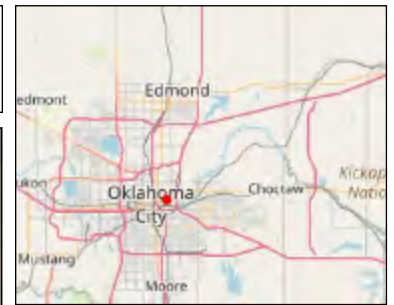
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Jenny Haymore and Michael Caleb Haymore, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary 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

R024951650

OKLAHOMA CITY

URBAN **RENEWAL** **AUTHORITY**

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 16, 2021
Ref: Resolution Approving a Redevelopment Agreement with Bret and Alyssa Haymore for Two Duplex Residences on Northeast 13th Street between North Bath Avenue and North Jordan Avenue, John F. Kennedy Urban Renewal Plan

Background: In 2018, OCURA issued a Request for Proposals from Builders and Real Estate Developers to development of residential homes on scattered lots in the JFK Urban Renewal Area. Bret Haymore and Alyssa Haymore propose development of two duplex residences on OCURA properties located on Northeast 13th Street between North Bath Avenue and North Jordan Avenue in the John F. Kennedy Urban Renewal Area, in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement, Special Warranty Deed and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH BRET HAYMORE AND ALYSSA HAYMORE FOR TWO DUPLEX RESIDENCES ON NORTHEAST 13th STREET BETWEEN NORTH BATH AVENUE AND NORTH JORDAN AVENUE, 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 Bret Haymore and Alyssa Haymore (“Redeveloper”), for development of two duplex residences on Northeast 13th Street between North Bath Avenue and North Jordan Avenue, on Lots 9–13 of Block 14, Bath Highland Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

BRET HAYMORE AND ALYSSA HAYMORE

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
BRET HAYMORE AND ALYSSA HAYMORE**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT ("Agreement") is made this ____ day of _____, 20____ ("Effective Date"), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* ("Act"), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 ("Authority"); and BRET RICE HAYMORE AND ALYSSA MICHELLE HAYMORE, a married couple having a mailing address of 3801 Four Winns Strait, Edmond, Oklahoma 73013 ("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 \$.60 per square foot as established by the reuse appraisal

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

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed[s]”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 Time and Place for Delivery of Deed(s).** The Deed(s) 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(s).
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 Closing Costs.** The Authority shall pay 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 two new duplex residences as stipulated below:

- (a) The residences shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA) Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.
- (b) Each 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 on each residence pursuant to Section 3.6 below, submit to the Authority a Redevelopment Plan that illustrates each residence's compliance with Section 3.1 above. Each 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 each residence, as well as plans fixing and describing the size and character of each residence as to structural, mechanical, and electrical systems, any development phasing proposed, and other such essentials as may be determined by the Authority;
- (b) **Project Budget.** A budget showing, at a level of detail satisfactory to the Authority, the full cost of the construction of each residence and appurtenant site improvements ("Improvements");
- (c) **Evidence of Financing Capacity.** Evidence satisfactory to the Authority that the Redeveloper has sufficient financing capacity and any commitments necessary to fund the full cost of the construction of each 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 each residence and Improvements shall be commenced and completed on or before the following listed dates:

Phase I (Duplex Residence #1):

Commencement Date: December 1, 2021

Completion Date: December 1, 2022

Phase II (Duplex Residence #2):

Commencement Date: December 1, 2022

Completion Date: December 1, 2023

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

3.8 Certificates of Completion. Promptly after completion of 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(s) 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(s) shall contain covenants to the effect that:

- (a) The Property is limited to uses specified in the Urban Renewal Plan.
- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

4.3 Mortgage Financing; Rights of Mortgagees. The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residence and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or

attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed(s), 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(s) to the Redeveloper; provided, that such condition subsequent and any revesting of title as a result in the Authority:

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

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

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

ARTICLE 6. MISCELLANEOUS

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

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

Bret Haymore and Alyssa Haymore
3801 Four Winns Strait
Edmond, OK 73013; and

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

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

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

- 6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.
- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.
- 6.5 No Brokerage Agreement.** Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.
- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.

- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.
- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
 - (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall

post copies of the notice in conspicuous places available to employee and applicants for employment.

- (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the

performance of this Contract, the Contractor agrees as follows:” and the term “Redeveloper” shall be changed to “Contractor.”

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

BRET HAYMORE AND ALYSSA HAYMORE,
a married couple

Alyssa Michelle Haymore

[illegible]

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

My Commission Number: _____
My Commission Expires: _____

JFK Redevelopment Agreement –
Bret Haymore and Alyssa Haymore

SCHEDULE A
PROPERTY DESCRIPTION

All of Lots Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13), in Block Fourteen (14), in BATH HIGHLAND ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof. Fee Simple, less and except all oil, gas and other related minerals.

SCHEDULE B
TITLE EXCEPTIONS

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

EXHIBIT C
(FORM OF DEED)

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

Bret Haymore and Alyssa Haymore
3801 Four Winns Strait
Edmond, OK 73013

**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 Bret Haymore and Alyssa Haymore have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2021 ("Redevelopment Agreement"), whereby Bret Haymore and Alyssa Haymore agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this _____ day of _____,

20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **BRET RICE HAYMORE AND ALYSSA MICHELLE HAYMORE**, a married couple (“Grantee”).

WITNESSETH:

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

The Grantor warrants title to the property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the Grantor, and Grantor will execute such further assurances thereof as may be requisite: **Provided**, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST 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 October 1, 2021, and shall be completed no later than April 1, 2022.

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

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

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2021, 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:

BRET HAYMORE AND ALYSSA HAYMORE,
a married couple

By: _____
Bret Haymore

Alyssa Haymore

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

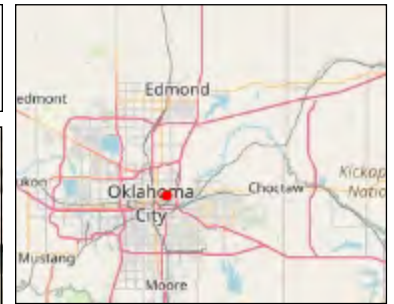
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Bret Haymore and Alyssa Haymore, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

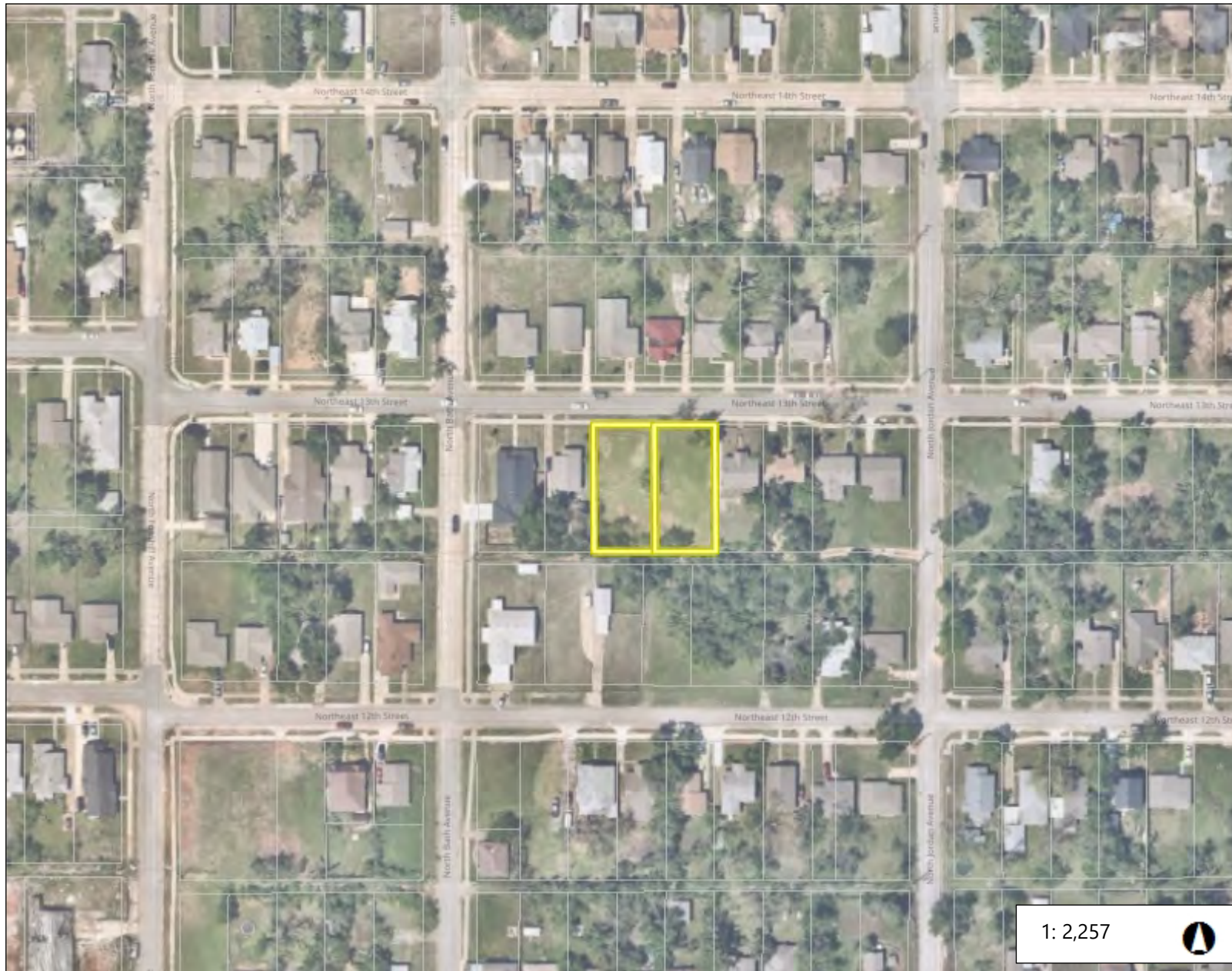
My Commission No.: _____

My Commission Expires: _____



Legend

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



1: 2,257



0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Approving a Redevelopment Agreement with Evans Fine Homes LLC, for Three Single-Family Residences on Two Parcels Located on Northeast 17th Street between North Kate Avenue and North Prospect Avenue and One Parcel Located at the Southeast Corner of Northeast 18th Street and North Prospect Avenue, 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. Evans Fine Homes LLC proposes to build three single-family residences on OCURA properties located on Northeast 17th Street between North Kate Avenue and North Prospect Avenue in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. Two of the parcels are located in the Bancroft Addition, one is located in the Ross Heights 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 EVANS FINE HOMES LLC, FOR THREE SINGLE-FAMILY RESIDENCES ON TWO PARCELS LOCATED ON NORTHEAST 17th STREET BETWEEN NORTH KATE AVENUE AND NORTH PROSPECT AVENUE AND ONE PARCEL LOCATED AT THE SOUTHEAST CORNER OF NORTHEAST 18th STREET AND NORTH PROSPECT AVENUE, 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 Evans Fine Homes LLC (“Redeveloper”), for development of a three single-family residences on two parcels located on Northeast 17th Street between North Kate Avenue and North Prospect Avenue and one parcel located at the southeast corner of Northeast 18th Street and North Prospect Avenue, as described in Exhibit A of the Redevelopment Agreement (collectively, “Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

3. The purchase price of sixty cents per square foot (\$0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.
4. The Executive Director is authorized to review and approve submissions made by the Redeveloper pursuant to the Redevelopment Agreement and to impose requirements with respect thereto, if appropriate.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

EVANS FINE HOMES LLC

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
EVANS FINE HOMES LLC**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and EVANS FINE HOMES LLC, an Oklahoma limited liability company having a mailing address of P.O. Box 890309, Oklahoma City, OK 73189 (“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 \$.60 per square foot as established by the reuse appraisal

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

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed[s]”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 Time and Place for Delivery of Deed(s).** The Deed(s) 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(s).
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 Closing Costs.** The Authority shall pay 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 three new single-family residences, as stipulated below:

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

3.2 Submittal of Redevelopment Plans. 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 compliance with Section 3.1 above for each residence. All residences and all ancillary improvements Redeveloper constructs must reflect the content of an approved Redevelopment Plan. Such Redevelopment Plan shall include:

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

3.3 Review of Redevelopment Plans. The Authority, in its discretion, may approve Redevelopment Plans 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 each Redevelopment Plan.

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

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

Commencement Date: January 1, 2022

Completion Date: January 1, 2024

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

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

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

- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

4.3 Mortgage Financing; Rights of Mortgagees. The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residence and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed(s), 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 (or portion thereof) 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 appropriate Commencement Date listed in Section 3.6; or

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 whole or in part, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement for the portion so terminated.

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

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

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residences or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or
- (b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property 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 portion thereof, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

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

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

accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof.

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

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

ARTICLE 6. MISCELLANEOUS

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

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

Evans Fine Homes LLC
P.O. Box 890309
Oklahoma City, OK 73189; and

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

Oklahoma City Urban Renewal Authority
105 North Hudson, Suite 101

Oklahoma City, Oklahoma 73102; or

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

- 6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.
- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.
- 6.5 No Brokerage Agreement.** Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.
- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.
- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.
- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
 - (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
 - (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban

Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

REDEVELOPER:

EVANS FINE HOMES LLC,
an Oklahoma limited liability company

By:

Aaron Evans, Manager

ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Aaron Evans, to me known to be the identical persons who executed the foregoing instrument as the Manager of Evans Fine Homes LLC, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Evans Fine Homes LLC, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

All of Lots Thirty-Nine (39), Forty (40), Forty-One (41), & Forty-Two (42) in Block Three (3) in BANCROFT ADDITION to Oklahoma City, Oklahoma according to the record plat thereof;

and

All of Lots Eleven (11) & Twelve (12) in Block Two (2) in STOUTS SUBDIVISION of Block Four (4) in ROSS HEIGHTS ADDITION to Oklahoma City, Oklahoma County, Oklahoma according to the record plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.

SCHEDULE B
TITLE EXCEPTIONS

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

EXHIBIT C
(FORM OF DEED)

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

Evans Fine Homes LLC
P.O. Box 890309
Oklahoma City, OK 73189

**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 Evans Fine Homes LLC, have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2021 ("Redevelopment Agreement"), whereby Evans Fine Homes LLC, agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this _____ day of _____,

20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** ("Grantor"), acting herein pursuant to the above-mentioned law, and **EVANS FINE HOMES 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 _____, 20____, and shall be completed no later than _____, 20_____.

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

FIFTH: The Grantee agrees for 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: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, 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:

EVANS FINE HOMES LLC,
an Oklahoma limited liability company

By: _____
Aaron Evans, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Aaron Evans, to me known to be the identical persons who executed the foregoing instrument as the Manager of Evans Fine Homes LLC, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Evans Fine Homes LLC, for the uses and purposes therein set forth.

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

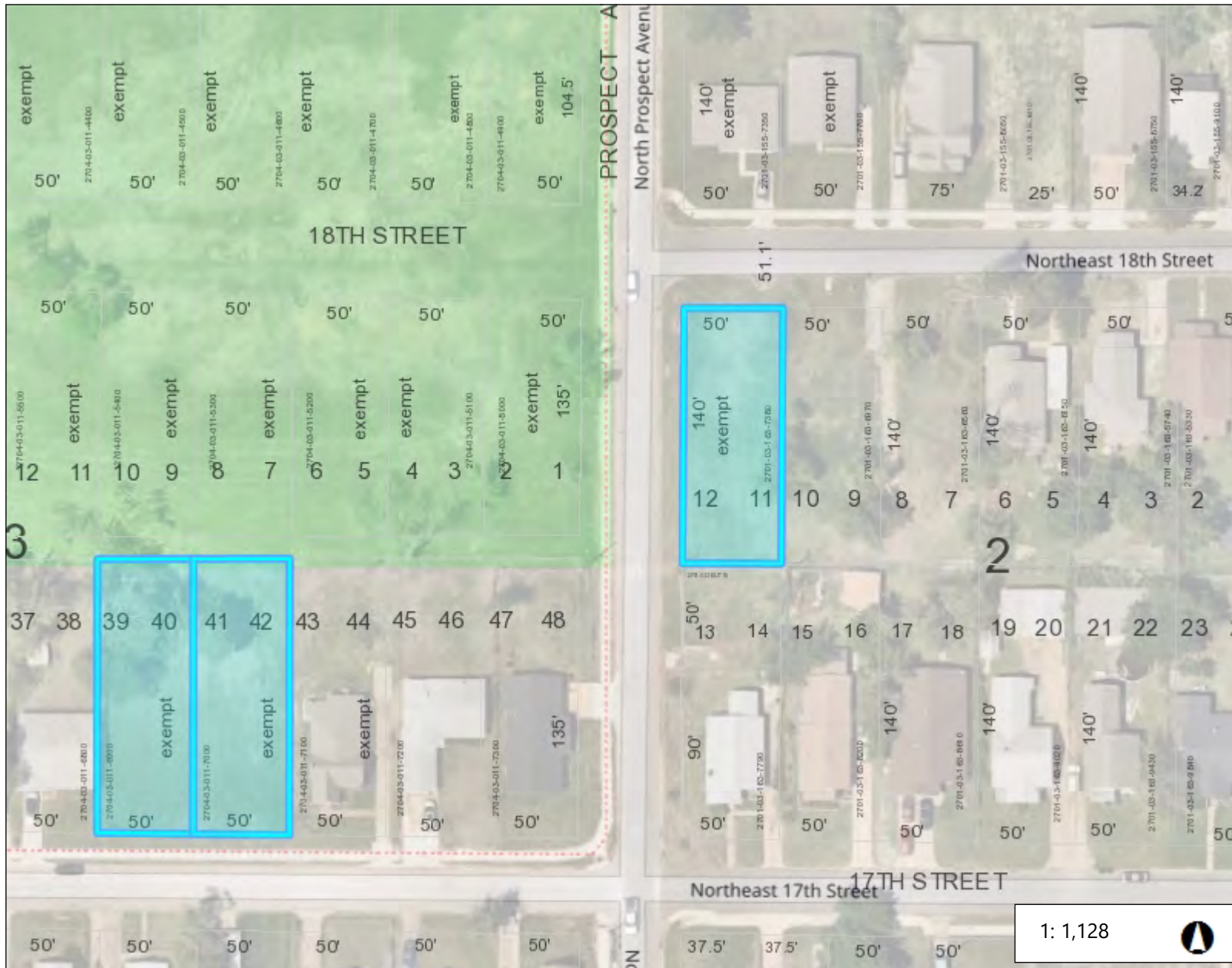
NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____



Legend



0.0 0 0.02 0.0 Miles

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Notes

R030116900, R030117000, R031637380

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Approving a Redevelopment Agreement with Timber Ridge Custom Homes LLC, for Three Single-Family Residences on Parcels Located at the Southwest Corner of Northeast 14th Street and North Highland Drive, 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. Timber Ridge Custom LLC proposes to build three single-family residences on OCURA properties located at the Southwest Corner of Northeast 14th Street and North Highland Drive in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. The parcels are located in the White Orchard 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 TIMBER RIDGE CUSTOM HOMES LLC, FOR THREE SINGLE-FAMILY RESIDENCES ON PARCELS LOCATED AT THE SOUTHWEST CORNER OF NORTHEAST 14th STREET AND NORTH HIGHLAND DRIVE, 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 Timber Ridge Custom Homes LLC (“Redeveloper”), for development of three single-family residences on parcels located at the southwest corner of Northeast 14th Street and North Highland Drive, as described in Exhibit A of the Redevelopment Agreement (collectively, “Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

conditions, and objectives assumed by the Redeveloper in the Redevelopment Agreement.

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

TIMBER RIDGE CUSTOM HOMES LLC

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
TIMBER RIDGE CUSTOM HOMES LLC**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* (“Act”), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 (“Authority”); and TIMBER RIDGE CUSTOM HOMES LLC, an Oklahoma limited liability company having a mailing address of 5120 Gaillardia Corporate Place, Oklahoma City, OK 73142 (“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 \$.60 per square foot as established by the reuse appraisal

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

ARTICLE 2. CONVEYANCE OF PROPERTY

- 2.1 Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed (“Deed[s]”) in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.
- 2.2 Time and Place for Delivery of Deed(s).** The Deed(s) 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(s).
- 2.5 Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper’s attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).
- 2.6 Closing Costs.** The Authority shall pay 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 three new single-family residences, as stipulated below:

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

3.2 Submittal of Redevelopment Plans. 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 compliance with Section 3.1 above for each residence. All residences and all ancillary improvements Redeveloper constructs must reflect the content of an approved Redevelopment Plan. Such Redevelopment Plan shall include:

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

3.3 Review of Redevelopment Plans. The Authority, in its discretion, may approve Redevelopment Plans 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 each Redevelopment Plan.

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

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

Commencement Date: October 31, 2021

Completion Date: October 1, 2022

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

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

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

- (b) Neither the owner, the assigns, nor any successor(s) in interest shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

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

4.3 Mortgage Financing; Rights of Mortgagees. The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residence and Improvements, and the Purchase Price. The Redeveloper shall notify the Authority in advance of any such financing, and shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property. The parties agree that the rights of the Authority, except for those rights stipulated in the covenants in the Deed(s), 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 (or portion thereof) 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 appropriate Commencement Date listed in Section 3.6; or

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 whole or in part, in which event neither the Redeveloper nor the Authority shall have any further rights against or liability to the other under this Agreement for the portion so terminated.

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

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

- (a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residences or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or
- (b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property 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 portion thereof, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

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

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

accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 3.8 hereof.

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

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

ARTICLE 6. MISCELLANEOUS

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

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

Timber Ridge Custom Homes LLC
5120 Gaillardia Corporate Place
Edmond, OK 73142; and

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

Oklahoma City Urban Renewal Authority
105 North Hudson, Suite 101

Oklahoma City, Oklahoma 73102; or

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

- 6.3 Conflict of Interests.** No member, official, representative, or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.
- 6.4 Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.
- 6.5 No Brokerage Agreement.** Each party to this Agreement represents to the other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of land pursuant to this Agreement. Each party agrees to indemnify and hold harmless each other party from any and all liability, loss, claim or expenses arising out of any breach of their respective representations in this Section.
- 6.6 Applicable Law; Severability; Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement shall become invalid or unenforceable, then the remainder shall remain valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.
- 6.7 Amendments to Agreement.** This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto.
- 6.8 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.
- 6.9 No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

- 6.10 Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 6.11 Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- 6.12 Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the residence and Improvements provided for in this Agreement:
- (a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.
 - (b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.
 - (d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban

Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order dealing with the construction of the Improvements, and will require the inclusion of these provisions in every written subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority or the Department of Housing and Urban Development ("HUD") may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or HUD, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read, "During the performance of this Contract, the Contractor agrees as follows:" and the term "Redeveloper" shall be changed to "Contractor."

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

- (a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban

Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

REDEVELOPER: **TIMBER RIDGE CUSTOM HOMES LLC,**
an Oklahoma limited liability company

By: _____
Robert Braudrick, President/Owner

ACKNOWLEDGMENT

[illegible]

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20____, personally appeared Robert Braudrick, to me known to be the identical persons who executed the foregoing instrument as the President/Owner of Timber Ridge Custom Homes LLC, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Timber Ridge Custom Homes LLC, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

All of Lots One (1) through Six (6) in Block Eight (8) in WHITE ORCHARD ADDITION to Oklahoma City, Oklahoma according to the record plat thereof, including all right, title and interest in and to vacated streets and alleys abutting thereon.

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SCHEDULE B
TITLE EXCEPTIONS

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

EXHIBIT C
(FORM OF DEED)

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

Timber Ridge Custom Homes LLC
5210 Gaillardia Corporate Place
Oklahoma City, OK 73142

**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 Timber Ridge Custom Homes LLC, have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____, 2021 ("Redevelopment Agreement"), whereby Timber Ridge Custom Homes LLC, agreed to undertake the redevelopment of certain real property located in the project area in accordance with the public purposes and provisions of the applicable, state and local laws and requirements under which the Urban Renewal Plan has been undertaken; and

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

NOW, THEREFORE, this Deed, made this _____ day of _____,

20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **TIMBER RIDGE CUSTOM HOMES 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 _____, 2021, and shall be completed no later than _____, 2022.

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: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, 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:

TIMBER RIDGE CUSTOM HOMES LLC,
an Oklahoma limited liability company

By: _____
Robert Braudrick, President/Owner

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20_____, personally appeared Robert Braudrick, to me known to be the identical persons who executed the foregoing instrument as the President/Owner of Timber Ridge Custom Homes LLC, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Timber Ridge Custom Homes LLC, 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



1: 1,128



Notes

0.0 0 0.02 0.0 Miles

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Ratifying the Conveyance of Permanent Utility Easement to the City of Oklahoma City on Property Located near the Intersection of Northeast 7th Street and North Bath Avenue, John F. Kennedy Urban Renewal Plan

Background: OCURA is engaged in the implementation of John F. Kennedy Urban Renewal Plan. The objective of the Plan is the revitalization of the neighborhoods within the area with quality housing for individuals and families of all income levels. The City of Oklahoma City regularly maintains, updates and constructs new infrastructure under its capital improvements planning process and has identified sanitary sewer needs in this area which require additional easements. The Executive Director has previously executed a document granting the City a permanent easement necessary for the City to complete the Sewer Project.

Purpose of Agenda Item: The Resolution ratifies the conveyance of a permanent utility easement to the City of Oklahoma City.

Staff Recommendation: Approval of Resolution

Attachments: Resolution and Easement Exhibit

RESOLUTION NO. _____

RESOLUTION RATIFYING THE CONVEYANCE OF PERMANENT UTILITY EASEMENT TO THE CITY OF OKLAHOMA CITY ON PROPERTY LOCATED NEAR THE INTERSECTION OF NORTHEAST 7th STREET AND NORTH BATH AVENUE, JOHN F. KENNEDY URBAN RENEWAL PLAN

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

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

WHEREAS, some areas within the Urban Renewal Plan’s project area suffer from inadequate or dilapidated infrastructure, hindering redevelopment potential; and

WHEREAS, the City of Oklahoma City (“City”) regularly maintains, updates, and constructs new infrastructure under its capital improvements planning process; and

WHEREAS, the City has identified sanitary sewer needs for an area near the intersection of Northeast 7th Street and North Bath Avenue (“Sewer Project”), which requires additional easement acquisitions from several property owners, including the Authority; and

WHEREAS, the Executive Director of the Authority has previously executed a document (which is attached to this Resolution) whereby the Authority granted the City a permanent easement necessary for the City to complete the Sewer Project; and

WHEREAS, it is appropriate and desirable to ratify the actions taken by the Executive Director in conveying a permanent utility easement to the City to enable the City to complete the Sewer Project.

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

1. The conveyance of the permanent easement to the City, as shown in the attached document granting such permanent easement, is hereby ratified and confirmed.
2. All actions taken by the Executive Director and Authority staff negotiating the terms of the easement conveyance and executing the easement document, are hereby ratified and confirmed.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

The City of Oklahoma City
Office of City Clerk
200 North Walker Ave.
Oklahoma City, Oklahoma 73102
(Water/Wastewater) Project No. SC-1017 P1

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Oklahoma City Urban Renewal Authority, a public body corporate their heirs, successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto **THE CITY OF OKLAHOMA CITY**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in Oklahoma County, Oklahoma, shown on **Attachments "A & B" ("Subject Property")** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing water and wastewater systems and associated facilities, connections, utilities, and appurtenances thereto (collectively "Utility Systems") and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor may construct driveways and parking areas on the Subject Property.
3. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Utility Systems.
4. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand, or repair these Utility Systems, or provide services or functions. Once the Utility System is constructed the Grantees agree to operate, maintain, replace, expand, or repair the Utility System in accordance with Grantees' standards and policies.
5. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property and are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their heirs, successors and assigns.

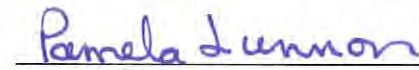
Dated this 12 day of May, 2021.



STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS.

This instrument was acknowledged before me on this 12th day of May, 2021 by Catherine O'Connor as Executive Director of the Oklahoma City Urban Renewal Authority.

My Commission Expires: 11-30-2022



Notary Public

My Commission No. 02019073

ACCEPTED by The City of Oklahoma City
this _____ day of _____, 2021.

REVIEWED for form and legality

City Clerk

Assistant Municipal Counselor

A sanitary sewer easement being a part of Lot 7 Block 10 Jordan Place Addition to Oklahoma City Oklahoma County as recorded in Book 6 Page 1, said easement more particularly described as follows.

Beginning at the Northwest corner of said Lot 7

Thence N 89°53'45" E along the North line of Lot 7 a distance of 37.60 feet to the East line of the parcel of land described in Book 4088 Page 1396 of the records of the Oklahoma County Clerk;

Thence S 00°06'20" E along said East line a distance of 10.00 feet;

Thence S 89°53'45" W a distance of 37.57 feet to the West line of said Lot 7;

Thence N 00°15'06" W along the West line of said Lot 7 a distance of 10.00 feet to the Point of Beginning;

Said easement containing 376 sq ft.

Bearings are based off of the North line of Lot 7 Block 10 Jordan Place Addition (N 89°53'50" E)



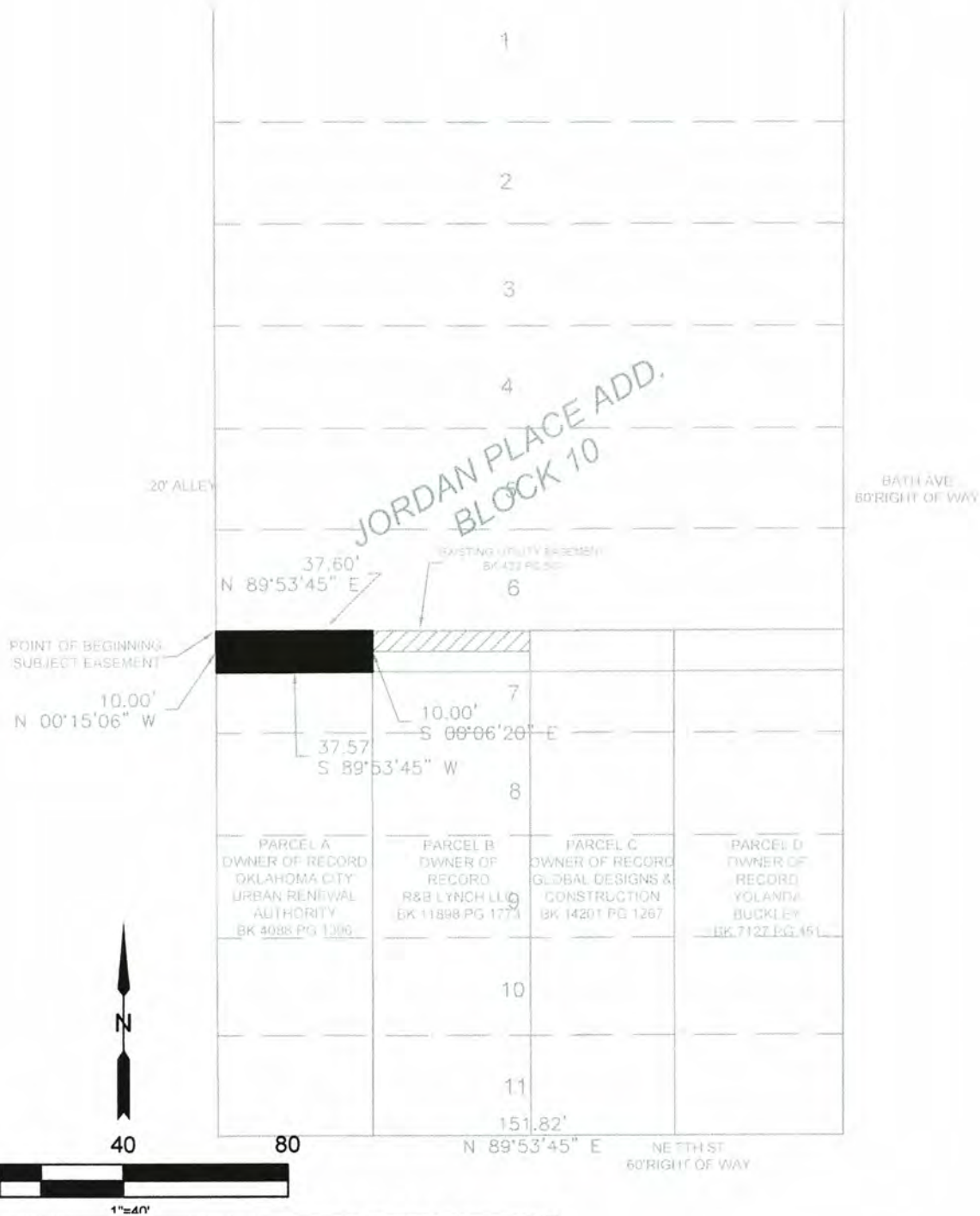
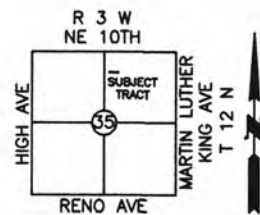
CITY OF OKLAHOMA CITY
PUBLIC WORKS, SURVEY SECTION
3798 S.W. 15th St., Bldg. No. 2
Oklahoma City, Ok. 73108
Phone: (405) 316-6637

NE 7TH & BATH AVE SANITARY SEWER EASEMENT	
PAGE 1 OF 2	PROJECT SC-1017 PARCEL A
DRAWN CJM CHECKED WAF	DATE 3/4/21 REV 3/10/21

Colby Moynihan, P.L.S. No. 1841 Date 3/10/21



ATTACHMENT "B"





CITY OF OKLAHOMA CITY
PUBLIC WORKS, SURVEY SECTION
3738 S.W. 15th St., Bldg. No. 2
Oklahoma City, Ok. 73108
Phone: (405) 316-6637

NE 7TH & BATH AVE SANITARY SEWER EASEMENT	
PAGE 2 OF 2	PROJECT SC-1017 PARCEL A
DRAWN CJM CHECKED WAF	DATE 3/4/21 REV 3/10/21



Legend

-  Easement
-  OCURA property affected



1: 1,128



Notes

R024906210

0.0 0 0.02 0.0 Miles

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

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

Background: OCURA owns property located at the southeast corner of Northeast 16th Street and Martin Luther King Avenue. In April 2021, the City of Oklahoma City transferred the east 75 feet of John F. Kennedy Park, declared surplus, to OCURA for redevelopment. Redevelopment of this property in accordance with the JFK Urban Renewal Plan supports the continued efforts to revitalize the neighborhood. Authorization of an invitation for qualification or redevelopment proposals for commercial and/or multi-family development is timely and appropriate. The invitation for proposals will be open for not less than 90 days and may potentially be issued with quarterly renewal periods if an acceptable proposal is not garnered within the given submission period, or if there are multiple interested developers and the Executive Director, in her discretion, believes a renewal period extension is in the best interests of ensuring adequate competition for redevelopment..

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

Staff Recommendation: Approval of Resolution

Attachments: Map Exhibit

RESOLUTION NO. _____

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

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

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

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

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

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

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

WHEREAS, the Authority owns currently vacant property located at the southeast corner of Northeast 16th Street and North Martin Luther King Avenue, and in April 2021, the City of Oklahoma City transferred the east 75 feet of John F. Kennedy Park, declared surplus, so to the Authority for redevelopment (Authority-owned property and surplus park property, collectively, the “Property”); and

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

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

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

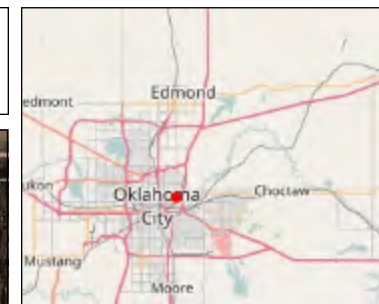
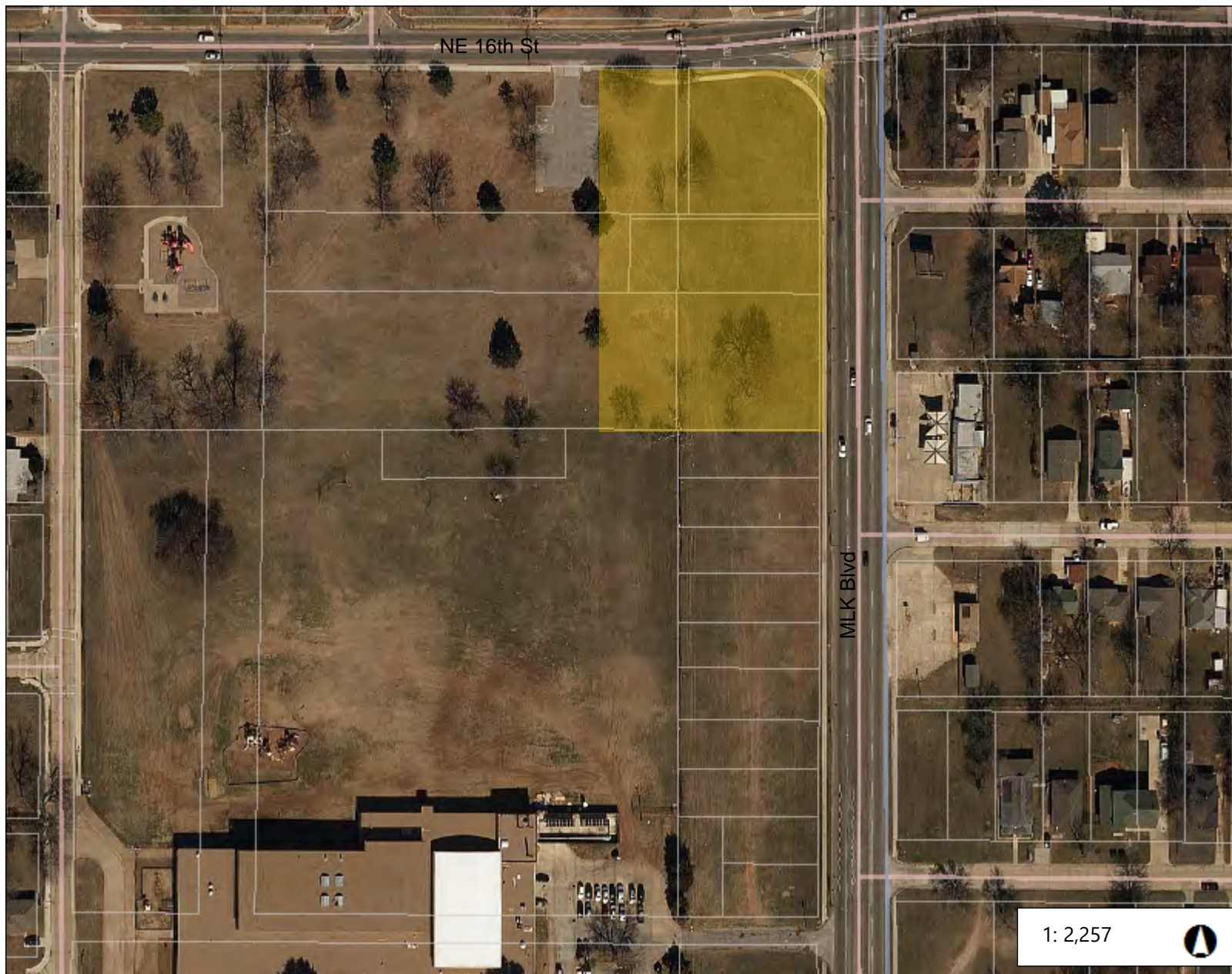
1. The Executive Director and staff of the Authority are hereby authorized to issue an invitation for proposals for the redevelopment of the Property for commercial or multi-family purposes.
2. A public notice of invitation for proposals is hereby authorized to be published, and a period of not less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

7. The invitation for redevelopment proposals shall not create any legal obligations for the Authority to enter into a contract for redevelopment except on terms and conditions it deems, in the Board's discretion, to be acceptable and desirable.
8. The Executive Director, Legal Counsel, Officers and staff for the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

Secretary

(SEAL)



Legend

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

OCURA Property

1: 2,257



0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© OpenStreetMap contributors

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Enter Map Description

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Authorizing an Invitation for Proposals for Redevelopment of Certain Property Located Near the Intersection of Interstate 235 and Northeast 1st Street, MAPS Sports-Entertainment-Parking Support Redevelopment Plan

Background: OCURA is engaged in the implementation of the MAPS Sports-Entertainment-Parking Support Redevelopment Plan. The objective of the Plan is the continued redevelopment of the area just east of Downtown Oklahoma City and surrounding the primary portion of the Bricktown neighborhood. OCURA currently owns property located immediately east of the Interstate 235 off-ramp to East Sheridan Avenue and south of Northeast 1st Street. OCURA has received inquiries about the property's potential development for commercial or industrial uses. It is timely and appropriate to authorize an invitation for proposals for the redevelopment of the Property in accordance with the Urban Renewal Plan and the revitalization objectives of the City of Oklahoma City.

Purpose of Agenda Item: The Resolution Approves an Invitation for Proposals for Redevelopment.

Staff Recommendation: Approval of Resolution

Attachments: Resolution and Map Exhibit

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN INVITATION FOR PROPOSALS FOR REDEVELOPMENT OF CERTAIN PROPERTY LOCATED NEAR THE INTERSECTION OF INTERSTATE 235 AND NORTHEAST 1ST STREET, MAPS SPORTS-ENTERTAINMENT-PARKING SUPPORT REDEVELOPMENT PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the MAPS Sports-Entertainment-Parking Support Redevelopment Plan (“Urban Renewal Plan”); and

WHEREAS, the principal objective of the Urban Renewal Plan is the continued redevelopment of the area just east of Downtown Oklahoma City and surrounding the primary portion of the Bricktown neighborhood; and

WHEREAS, the Authority currently owns property located immediately east of the Interstate 235 off-ramp to East Sheridan Avenue and south of Northeast 1st Street (“Property”); and

WHEREAS, the Authority has received several inquiries about the Property’s potential development for commercial or industrial uses; and

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

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

1. The Executive Director and staff of the Authority are hereby authorized to issue an invitation for proposals for the redevelopment of the Property for commercial or industrial purposes.
2. A public notice of invitation for proposals is hereby authorized to be published, and a period of 90 days from the date of publication is hereby established for submission of proposals.
3. All proposals shall be evaluated, and if acceptable, the Board of Commissioners may designate a redeveloper or redevelopers. The conditional redeveloper(s) designation shall be based on the determination of the proposal or proposals deemed to be most acceptable to the Authority.
4. The evaluation of redevelopment proposals shall be based on the principal criteria of:

- a. Responsiveness of the proposal to meet the goals and objectives of the Urban Renewal Plan, the Authority's design guidelines, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code.
 - b. Qualifications and experience of the redevelopment team to complete to the redevelopment.
 - c. Market feasibility and likelihood of the proposal to succeed.
 - d. Ability to initiate redevelopment processes within short order.
 - f. Sufficient evidence of financial capacity to carry out the proposal, and the financial ability of the redevelopment team to complete the redevelopment.
6. The Authority shall enter into direct negotiations with the prospective redeveloper receiving conditional redeveloper designation, or, if more than one, with each such prospective redeveloper receiving a conditional designation, in order to achieve the best and most desirable project for the area and obtain agreement as to price and other terms and conditions satisfactory to the Authority.
 7. The invitation for redevelopment proposals shall not create any legal obligations for the Authority to enter into a contract for redevelopment except on terms and conditions it deems, in the Board's discretion, to be acceptable and desirable.
 8. The Executive Director, Legal Counsel, Officers, and staff for the Authority are authorized and directed to prepare and execute such documents, letters, and authorizations as may be appropriate or desirable to implement this resolution.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

Secretary

(SEAL)



1: 4,514

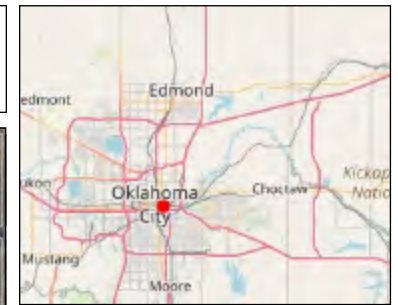


0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

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

Notes

OCURA- R133582000

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 16, 2021
Ref: Resolution Approving Construction Documents and Landscaping Plans Submitted by Boulevard Place OKC, LLC for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan

Background: The Oklahoma City Economic Development Trust (OCEDT) acquired property located on the S.W. corner of Oklahoma City Boulevard and Broadway Avenue for the development of a parking garage and a mixed-use project. In January 2018, OCEDT authorized OCURA to assist in the redevelopment of the property and through public solicitation, OCURA selected Boulevard Place OKC, LLC as redeveloper of the north portion of the property owned by OCEDT.

In July 2020, OCURA entered into a Contract for Sale of Land and Redevelopment with Boulevard Place OKC, LLC for the development of a residential, mixed-use project. In accordance with the redevelopment agreement, the Redeveloper has submitted construction documents and landscape plans for approval. It is appropriate and desirable to approve the construction documents and landscape plans.

Summary of Agenda Item: The resolution approves construction documents and landscape plans.

Recommendation: Approval of Resolution

Attachments: Map Exhibit, Construction Documents and Landscape Plans

RESOLUTION NO. _____

RESOLUTION APPROVING CONSTRUCTION DOCUMENTS AND LANDSCAPING PLANS SUBMITTED BY BOULEVARD PLACE OKC, LLC FOR THE REDEVELOPMENT OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF OKLAHOMA CITY BOULEVARD AND BROADWAY AVENUE, CORE TO SHORE URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the Core to Shore Urban Renewal Plan (“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 Oklahoma City Economic Development Trust (“OCEDT”) acquired property located on the southeast corner of Oklahoma City Boulevard and Broadway Avenue, generally bounded by the Oklahoma City Boulevard, S.W. 4th Street, South Broadway Avenue, and Shields Boulevard, for the development of a parking garage (to support the new MAPS 3 Convention Center, the Convention Center hotel, Scissortail Park and the Chesapeake Arena) and a mixed-use project adjacent to the parking garage; and

WHEREAS, consistent with authorization made by OCEDT Resolution dated January 23, 2018, to assist OCEDT in the development, the Authority publicly invited proposals for a mixed-use project on a portion of such property and selected Boulevard Place OKC, LLC (“Redeveloper”) as redeveloper of the northern-most portion of the property owned by OCEDT (“Property”); and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper has submitted Construction Documents and Landscaping Plans for consideration and approval by the Authority; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the Construction Documents and Landscaping Plans, subject to conditions and exceptions, if any, contained in the approval letter issued pursuant to this resolution.

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

1. The Construction Documents and Landscaping Plans submitted by the Redeveloper 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.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to evidence the scope and substance of this approval.

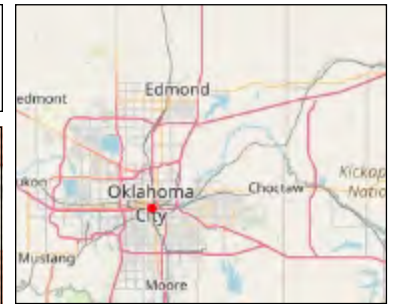
I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th day of June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

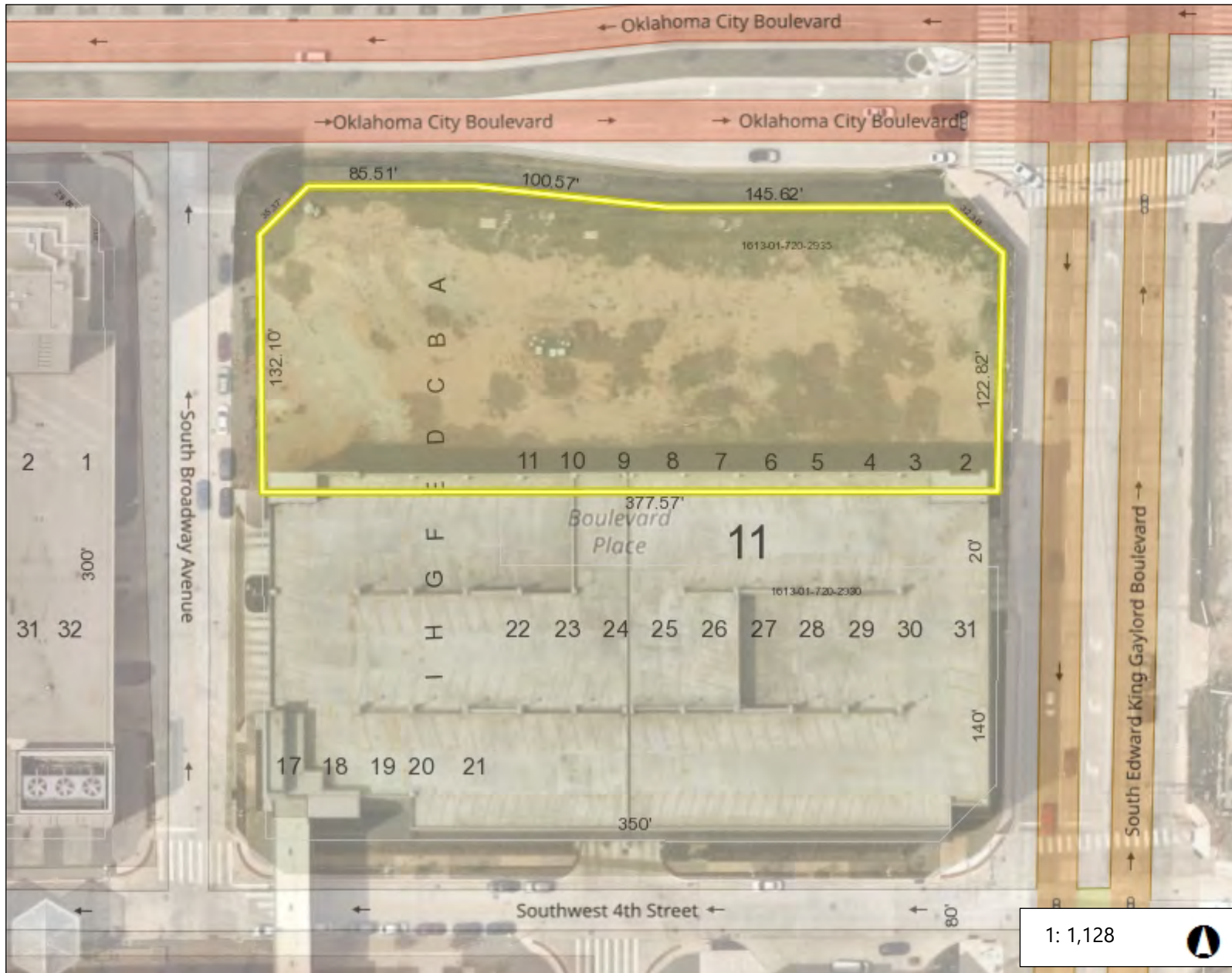
(SEAL)



Boulevard Place Apartments



Legend



1: 1,128



0.0 0 0.02 0.0 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Enter Map Description

Rose Rock Development

Boulevard Place

Oklahoma City, Oklahoma



Volume 2
90% Construction Documents
APRIL 30, 2021

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NATURE AND IS NOT A
FINAL, SIGNED AND
SEALED DOCUMENT



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Oklahoma City, OK 73118-7436
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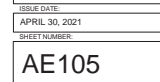
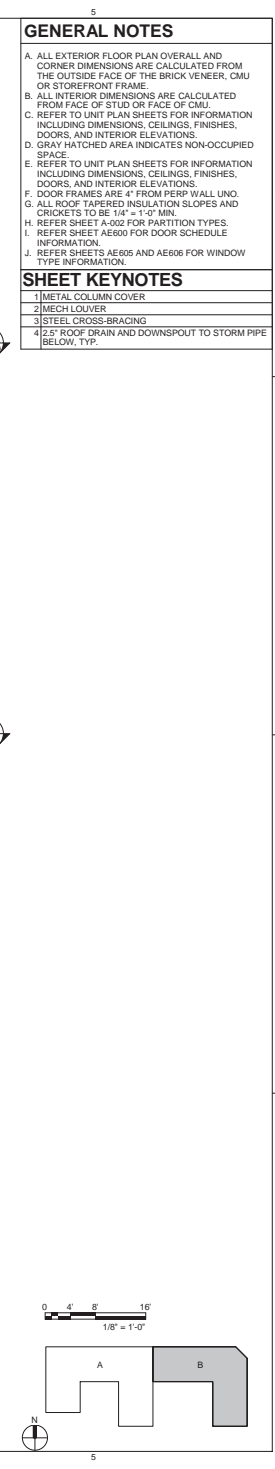
L003





REVISION HISTORY:		
A	DESCRIPTION	DATE
PROJECT INFORMATION:		
DESIGNED BY:		GMD
DRAWN BY:		TAD
REVIEWED BY:		DLM
PROJECT MANAGER:		JAN
PROJECT NUMBER: 20190380		
SHEET TITLE LOFT FLOOR PLAN - SECTOR A		
ISSUE DATE: APRIL 30, 2021		
SHEET NUMBER: AE104		

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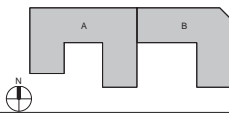


GENERAL NOTES

- A. ALL EXTERIOR FLOOR PLAN OVERALL AND CORNER DIMENSIONS ARE CALCULATED FROM THE OUTSIDE FACE OF THE EXTERIOR STUD OR CMU.
- B. REFER TO UNIT PLAN SHEETS FOR INFORMATION INCLUDING DIMENSIONS, CEILINGS, FINISHES, DOORS, AND INTERIOR ELEVATIONS.



SIXTH FLR RM NAMES	
ROOM NUMBER	ROOM NAME
	ELEV 2
	ELEV 1
61	STAIR 1
62	STAIR 2
63	STAIR 3
64	LOBBY
607	COMM
608	CORR
615	CORR
618	CORR
625	TRASH
626	ELEC
628	COMM
629	CORR



**Rose Rock Development
Boulevard Place**
Oklahoma City, OK

[illegible]

A. ALL EXTERIOR FLOOR PLAN OVERALL AND CORNER DIMENSIONS ARE CALCULATED FROM THE OUTSIDE FACE OF THE EXTERIOR STUD OR CMU.

B. REFER TO UNIT PLAN SHEETS FOR INFORMATION INCLUDING DIMENSIONS, CEILINGS, FINISHES, DOORS, AND INTERIOR ELEVATIONS.

1 BED UNIT	
1B	9
1D	1
1E	6

2 BED UNIT	
2C	1
2D	4
2E	2
2F	1

3 BED UNIT	
3A	1
3B	3
3C	1

STUDIO UNIT	5
SA	6
	6
Grand total:	35

Grand total:	35
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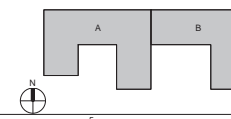
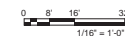
**Rose Rock Development
Boulevard Place
Oklahoma City, OK**


SCALE: 1/16" = 1'-0"

SEVENTH FLR RM NAMES	
ROOM NUMBER	ROOM NAME
	ELEV 2
	ELEV 1
71	STAIR 1
72	STAIR 2
73	STAIR 3
74	LOBBY
707	COMM
708	CORR
715	CORR
718	CORR
725	TRASH
726	ELEC
728	COMM
729	CORR

 ACCESSIBILITY

 ASSISTIVE LISTENING SYSTEMS

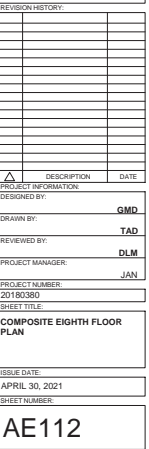
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	DESCRIPTION	DATE
PROJECT INFORMATION:		
DESIGNED BY:		GMD
DRAWN BY:		TAD
REVIEWED BY:		DLM
PROJECT MANAGER:		JAN

PROJECT NUMBER:
20180380
SHEET TITLE:
**COMPOSITE SEVENTH FLOOR
PLAN**

ISSUE DATE:
APRIL 30, 2021
SHEET NUMBER:

AE109



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SEALED DOCUMENT

Rose Rock Development
Boulevard Place
Oklahoma City, OK

REVISION HISTORY		
NO.	DESCRIPTION	DATE

PROJECT INFORMATION:
DESIGNED BY: **GMD**
DRAWN BY: **JBY**
REVIEWED BY: **DLM**
PROJECT MANAGER: **JAN**

PROJECT NUMBER:
20160380
SHEET TITLE:
**COMPOSITE GROUND FLOOR
RCP**

ISSUE DATE:
APRIL 30, 2021
SHEET NUMBER:

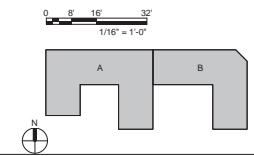
AE130

GENERAL NOTES

- A. ALL EXPOSED STRUCTURE, DUCT, CONDUIT, PIPING, OR OTHER EXPOSED UNFINISHED MATERIAL SHALL BE PAINTED, UNLESS NOTED OTHERWISE.
B. SUSPENDED CEILING WIRE SHALL BE COORDINATED WITH INSTALLATION OF MECHANICAL EQUIPMENT TO MAINTAIN SERVICE CLEARANCES.
C. ALL EXPOSED EDGES OF ACOUSTICAL CEILING GRIDS SHALL RECEIVE FINISHING TRIM.
D. ALL SOFFIT DIMENSIONS ARE TO THE FACE OF FINISH WALL, UNLESS NOTED OTHERWISE.
E. FIRST THREE ROWS OF ACP FROM EXTERIOR DOORS SHALL RECEIVE "HOLD DOWN" CLIPS.
F. ALL LIGHT FIXTURE DIMENSIONS ARE TO CENTERLINE, UNLESS NOTED OTHERWISE.
G. CONTRACTOR SHALL COORDINATE SPRINKLER HEAD LOCATIONS WITH ALL OTHER TRADES. CONFLICTS WITH OTHER BUILDING SYSTEMS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
H. REFER TO UNIT PLAN SHEETS FOR INFORMATION ON UNIT CEILINGS.

TYPICAL CEILING LEGEND

- 2' x 2' CEILING GRID - 9'-0" AFF TYP. UNO
GYP BD CEILING
ADHESIVE BACKED VINYL CEILING (FILM 1) - 8'-10" AFF TYP. UNO
2' x 4' LED FIXTURE
2' x 4' LED FIXTURE - EMERGENCY
1' x 4' LED FIXTURE
1' x 4' LED FIXTURE - EMERGENCY
1' x 4' LED FIXTURE - SUSPENDED
4' LED FIXTURE - STRIP
RECESSED DOWNLIGHT
RECESSED DOWNLIGHT - EMERGENCY
EXIT SIGNS
WALL MTD EXTERIOR LIGHT
WALL MTD EXTERIOR LIGHT - EMERGENCY
SUPPLY AIR DIFFUSERS
RETURN AIR GRILLES
ACCESS DOORS
METAL SIDING (MP1)
METAL SIDING (MP3)
METAL SIDING (MP6)



1 GROUND FLOOR COMPOSITE RCP
SCALE: 1/16" = 1'-0"

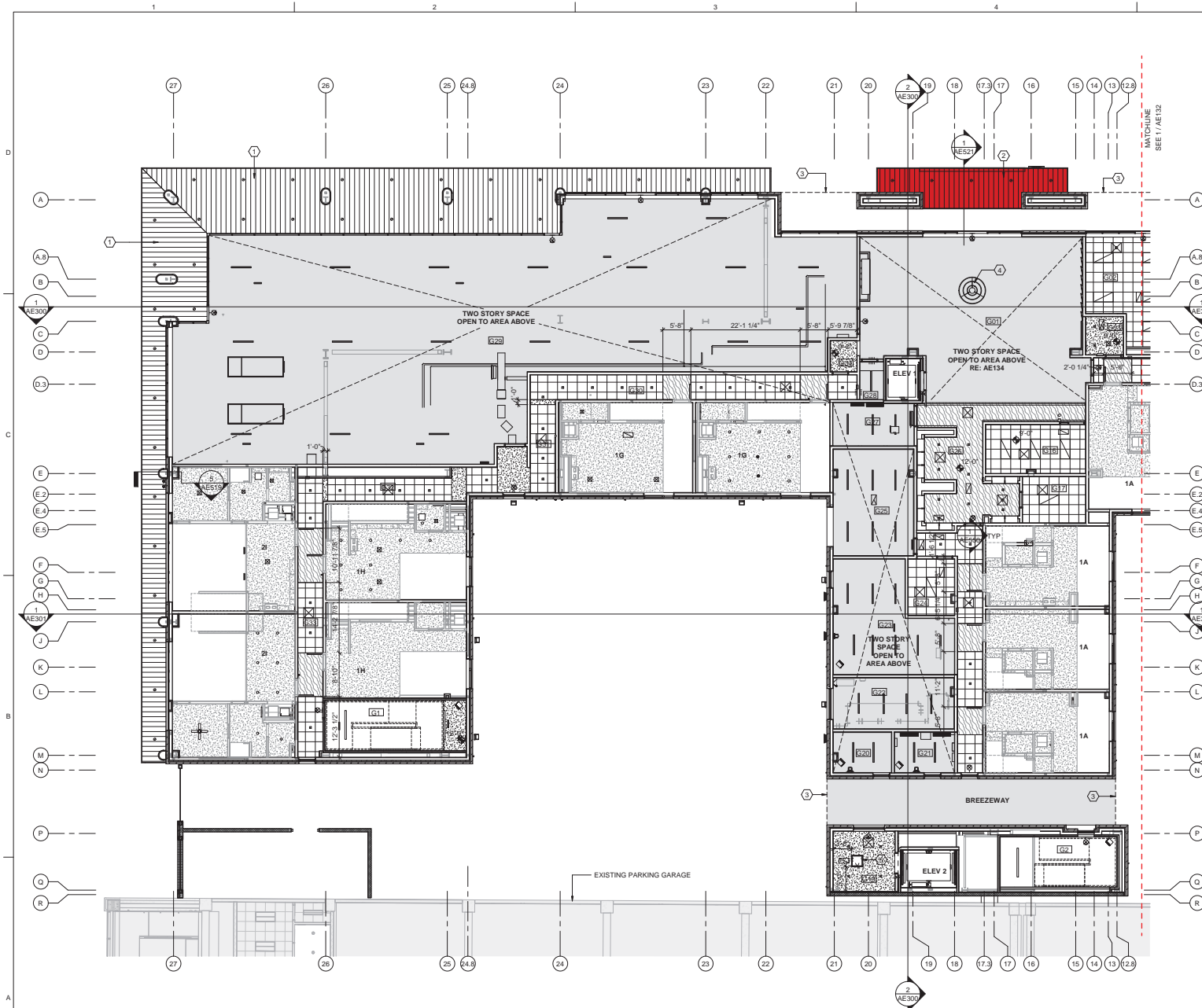
GROUND FLR RM NAMES	
ROOM NUMBER	ROOM NAME
ELEV 1	
ELEV 2	
BREEZEWAY	
POOL EQUIP	
GRILL	
GRILL	
GRILL	
FIREPIT	
BOCCE BALL	
POOL DECK	
POOL CIRCULATION	
DOG AREA	
WEST COURTYARD	

GROUND FLR RM NAMES	
ROOM NUMBER	ROOM NAME
COMPACTOR	
G1	OUTDOOR SEATING
G01	LOBBY
G2	STAIR 2
G02	FIRE CMMD CNTR
G3	STAIR 3
G03	RR
G07	COMM
G08	CORR
G09	STAIR 3 VEST
G10	RR
G11	RR
G12	TRASH

GROUND FLR RM NAMES	
ROOM NUMBER	ROOM NAME
G13	BIKE ROOM
G14	CORR
G15	CORR
G16	OFFICE
G17	PARCEL
G18	CORR
G19	LOBBY
G20	MECH
G21	ELEC
G22	FIRE PUMP
G23	MECH
G24	MAINT OFFICE
G25	TRASH
G26	MAIL

GROUND FLR RM NAMES	
ROOM NUMBER	ROOM NAME
G27	ELEC
G28	COMM
G29	RETAIL WEST
G30	CORR
G31	CORR
G32	CORR
G33	CORR
G34	VEST

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1 GROUND FLOOR RCP - SECTOR A
SCALE: 1/8" = 1'-0"

GENERAL NOTES

- ALL EXPOSED STRUCTURE, DUCT, CONDUIT, PIPING, OR OTHER EXPOSED UNFINISHED MATERIAL SHALL BE PAINTED, UNLESS NOTED OTHERWISE.
- SUSPENDED CEILING WIRE SHALL BE COORDINATED WITH INSTALLATION OF MECHANICAL EQUIPMENT TO MAINTAIN SERVICE CLEARANCES.
- ALL EXPOSED EDGES OF ACOUSTICAL CEILING GRIDS SHALL RECEIVE FINISHING TRIM.
- ALL SOFFIT DIMENSIONS ARE TO THE FACE OF FINISH WALL, UNLESS NOTED OTHERWISE.
- FIRST THREE ROWS OF ACP FROM EXTERIOR DOORS SHALL RECEIVE "HOLD DOWN" CLIPS.
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- CONTRACTOR SHALL COORDINATE SPRINKLER HEAD LOCATIONS WITH ALL OTHER TRADES. CONFLICTS WITH OTHER BUILDING SYSTEMS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- REFER TO UNIT PLAN SHEETS FOR INFORMATION ON UNIT CEILING.

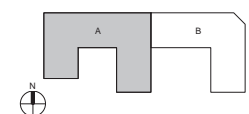
TYPICAL CEILING LEGEND

- 2' x 2' CEILING GRID - 9'-0" AFF TYP. UNO
- GYP BD CEILING
- ADHESIVE BACKED VINYL CEILING (FILM 1) : 8'-10" AFF TYP. UNO
- 2' x 4' LED FIXTURE
- 2' x 4' LED FIXTURE - EMERGENCY
- 1' x 4' LED FIXTURE
- 1' x 4' LED FIXTURE - EMERGENCY
- 1' x 4' LED FIXTURE - SUSPENDED
- 4' LED FIXTURE - STRIP
- RECESSED DOWNLIGHT
- RECESSED DOWNLIGHT - EMERGENCY
- EXIT SIGNS
- WALL MTD EXTERIOR LIGHT
- WALL MTD EXTERIOR LIGHT - EMERGENCY
- SUPPLY AIR DIFFUSERS
- RETURN AIR GRILLES
- ACCESS DOORS
- METAL SIDING (MP1)
- METAL SIDING (MP3)
- METAL SIDING (MP6)

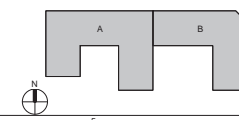
SHEET KEYNOTES

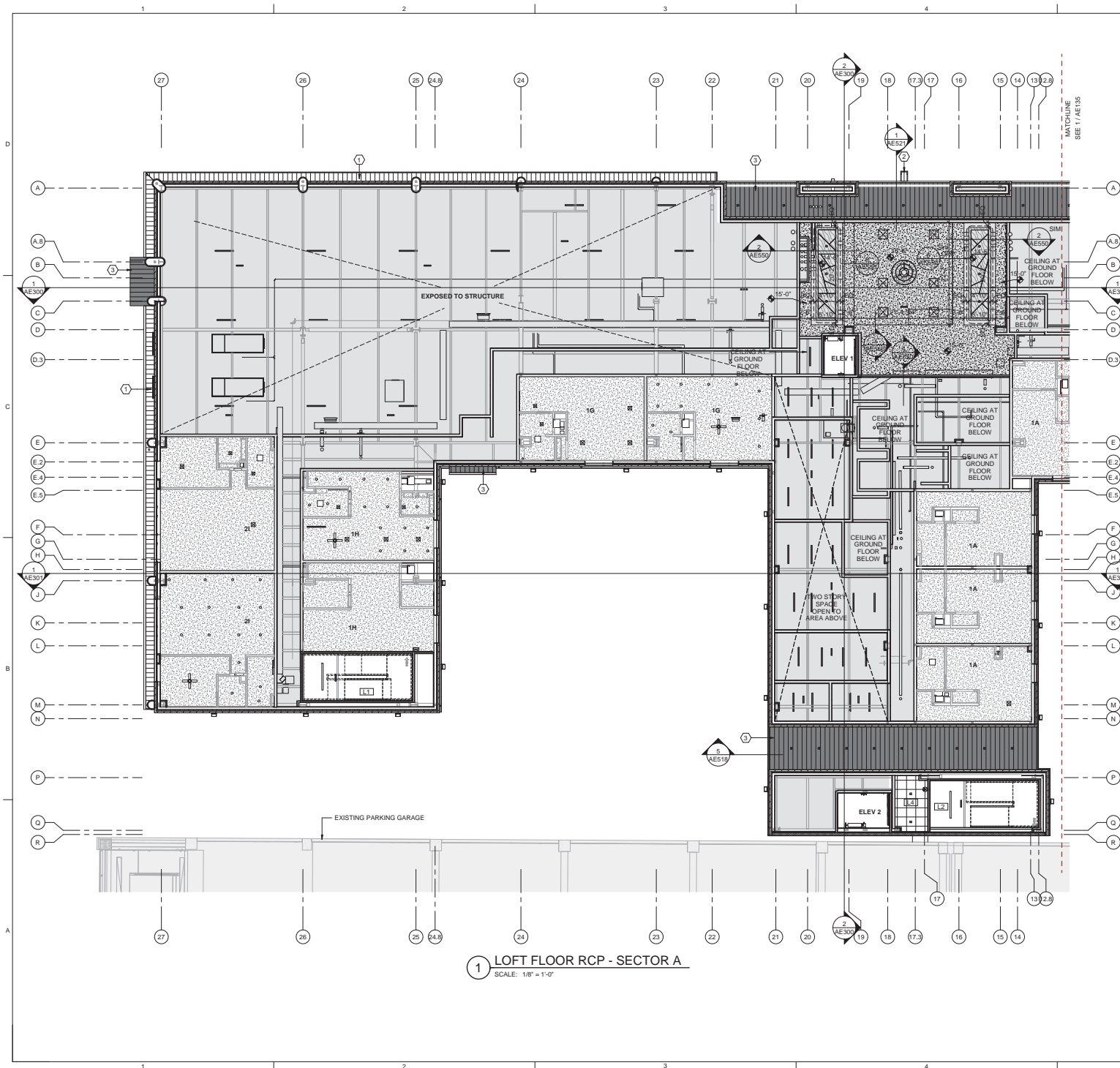
- METAL SOFFIT PANEL (MP3)
- METAL SIDING (MP6)
- EDGE OF SOFFIT ABOVE SHOWN DASHED
- SUSPENDED LIGHT FIXTURE
- ACCESS PANEL

0' 4' 8' 16'
1/8" = 1'-0"



REVISION HISTORY	
PROJECT INFORMATION	
DESIGNED BY:	GMD
DRAWN BY:	JBY
REVIEWED BY:	DLM
PROJECT MANAGER:	JAN
PROJECT NUMBER:	20180380
SHEET TITLE:	GROUND FLOOR RCP - SECTOR A
ISSUE DATE:	APRIL 30, 2021
SHEET NUMBER:	AE131

























GENERAL NOTES

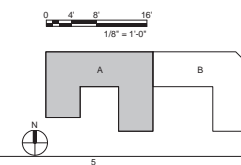
- A. ALL EXPOSED STRUCTURE, DUCT, CONDUIT, PIPING, OR OTHER EXPOSED UNFINISHED MATERIAL SHALL BE PAINTED, UNLESS NOTED OTHERWISE.
- B. SUSPENDED CEILING WIRE SHALL BE COORDINATED WITH INSTALLATION OF MECHANICAL EQUIPMENT TO MAINTAIN SERVICE CLEARANCES.
- C. ALL EXPOSED EDGES OF ACoustICAL CEILING MATERIAL SHALL BE FINISHED WITH TRIM.
- D. ALL SOFFIT DIMENSIONS ARE TO THE FACE OF FINISH WALL, UNLESS NOTED OTHERWISE.
- E. IF THE TOP EDGE OF ACP FROM EXTERIOR DOORS SHALL RECEIVE "HOLD DOWN" CLIPS.
- F. ALL LIGHT FIXTURE DIMENSIONS ARE TO CENTER UNLESS NOTED OTHERWISE.
- G. CONTRACTOR SHALL COORDINATE SPRINKLER HEAD LOCATIONS WITH ALL OTHER TRADES.
- H. CONFLICTS WITH OTHER TRADES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- I. REFER TO UNIT PLAN SHEETS FOR INFORMATION ON UNIT CEILINGS.

TYPICAL CEILING LEGEND

- | | |
|---|--|
|  | 2' x 2' CEILING GRID - 9'-0" AFF TYP, UNO |
|  | GYP BD CEILING |
|  | ADHESIVE BACKED VINYL CEILING FILM (1) - 8'-10" AFF TYP, UNO |
|  | 2' x 4' LED FIXTURE |
|  | 2' x 4' LED FIXTURE - EMERGENCY |
|  | 1' x 4' LED FIXTURE |
|  | 1' x 4' LED FIXTURE - EMERGENCY |
|  | 1' x 4' LED FIXTURE - SUSPENDED |
|  | 4' LED FIXTURE - STRIP |
|  | RECESSED DOWNLIGHT |
|  | RECESSED DOWNLIGHT - EMERGENCY |
|  | EXIT SIGNS |
|  | WALL MTD EXTERIOR LIGHT |
|  | WALL MTD EXTERIOR LIGHT - EMERGENCY |
|  | SUPPLY AIR DIFFUSERS |
|  | RETURN AIR GRILLES |
|  | ACCESS DOORS |
|  | METAL SIDING (MP1) |
|  | METAL SIDING (MP3) |
|  | METAL SIDING (MP6) |

SHEET KEYNOTES

- | | |
|---|--------------------------|
| 1 | METAL SIDING (MP3) |
| 2 | VERTICAL LIGHT FIN |
| 3 | METAL SOFFIT PANEL (MP1) |



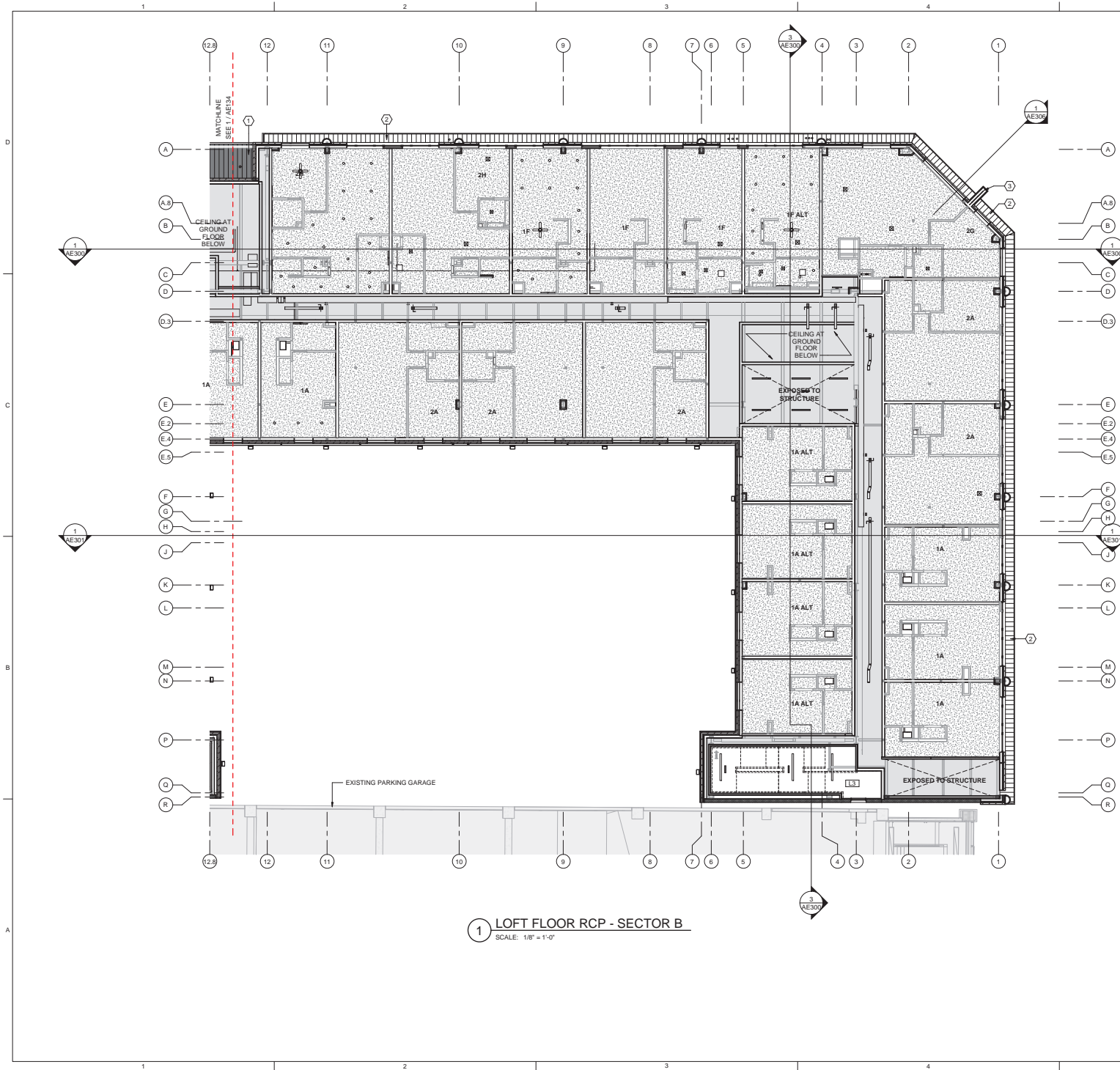
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Oklahoma City, OK 73118-7436
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NATURE AND IS NOT A
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SEALED DOCUMENT

**Rose Rock Development
Boulevard Place
Oklahoma City, OK**

[illegible]



GENERAL NOTES

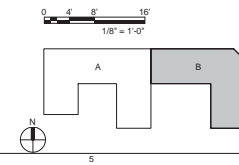
- ALL EXPOSED STRUCTURE, DUCT, CONDUIT, PIPING, OR OTHER EXPOSED UNFINISHED MATERIAL SHALL BE PAINTED, UNLESS NOTED OTHERWISE.
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- CONTRACTOR SHALL COORDINATE SPRINKLER HEAD LOCATIONS WITH ALL OTHER TRADES. CONFLICTS WITH OTHER BUILDING SYSTEMS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- REFER TO UNIT PLAN SHEETS FOR INFORMATION ON UNIT CEILINGS.

TYPICAL CEILING LEGEND

- 2' x 2' CEILING GRID - 9'-0" AFF TYP. UNO
- GYP BD CEILING
- ADHESIVE BACKED VINYL CEILING (FILM 1) - 8'-10" AFF TYP. UNO
- 2' x 4' LED FIXTURE
- 2' x 4' LED FIXTURE - EMERGENCY
- 1' x 4' LED FIXTURE
- 1' x 4' LED FIXTURE - EMERGENCY
- 1' x 4' LED FIXTURE - SUSPENDED
- 4' LED FIXTURE - STRIP
- RECESSED DOWNLIGHT
- RECESSED DOWNLIGHT - EMERGENCY
- EXIT SIGNS
- WALL MTD EXTERIOR LIGHT
- WALL MTD EXTERIOR LIGHT - EMERGENCY
- SUPPLY AIR DIFFUSERS
- RETURN AIR GRILLES
- ACCESS DOORS
- METAL SIDING (MP1)
- METAL SIDING (MP3)
- METAL SIDING (MP6)

SHEET KEYNOTES

- METAL SIDING (MP1)
- METAL SIDING (MP3)
- VERTICAL LIGHT FIN



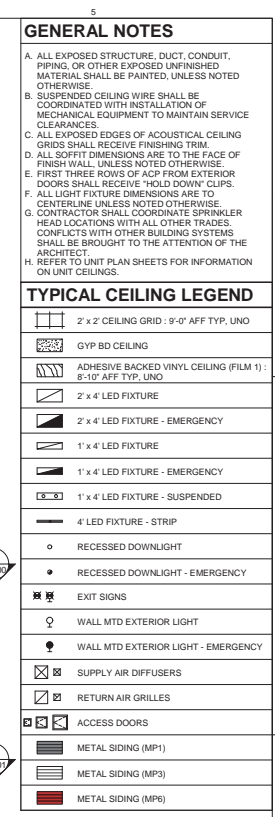
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NATURE AND IS NOT A
FINAL SIGNED AND
SEALED DOCUMENT

**Rose Rock Development
Boulevard Place
Oklahoma City, OK**

REVISION HISTORY:	
DESCRIPTION	DATE
PROJECT INFORMATION:	
DESIGNED BY:	GMD
DRAWN BY:	JBY
REVIEWED BY:	DLM
PROJECT MANAGER:	JAN
PROJECT NUMBER:	20180380
SHEET TITLE:	LOFT FLOOR RCP - SECTOR B
ISSUE DATE:	APRIL 30, 2021
SHEET NUMBER:	AE135

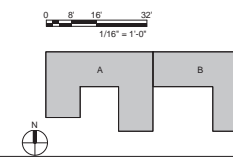
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SEVENTH FLR RM NAMES	
ROOM NUMBER	ROOM NAME
	ELEV 2
	ELEV 1
71	STAIR 1
72	STAIR 2
73	STAIR 3
74	LOBBY
707	COMM
708	CORR
715	CORR
718	CORR
725	TRASH
726	ELEC
728	COMM
729	CORR

SEVENTH FLR RM NAMES	
ROOM NUMBER	ROOM NAME
	ELEV 2
	ELEV 1
71	STAIR 1
72	STAIR 2
73	STAIR 3
74	LOBBY
707	COMM
708	CORR
715	CORR
718	CORR
725	TRASH
726	ELEC
728	COMM
729	CORR




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Oklahoma City, OK 73118-7436
405.840.2931 | fsb-ae.com

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**Rose Rock Development
Boulevard Place
Oklahoma City, OK**

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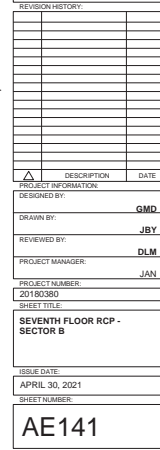
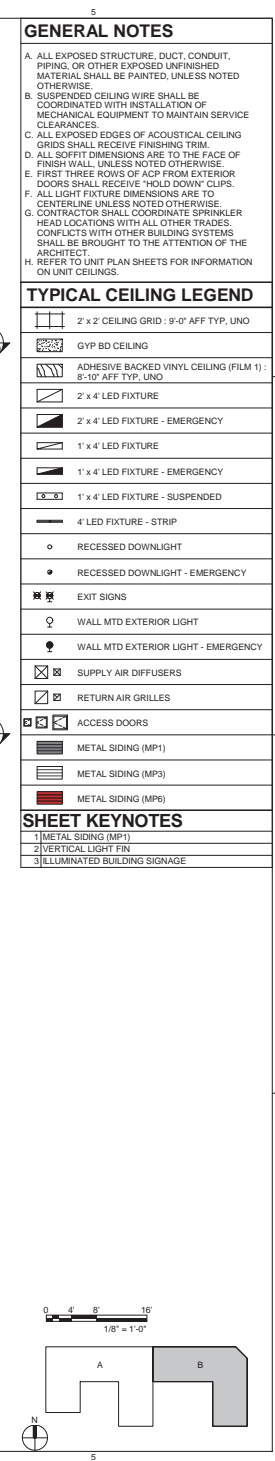
	DESCRIPTION	DATE
PROJECT INFORMATION:		
DESIGNED BY:		GMD
DRAWN BY:		JBY
REVIEWED BY:		DLM
PROJECT MANAGER:		JAN

PROJECT NUMBER:
20180380

SHEET TITLE:
**COMPOSITE SEVENTH FLOOR
RCP**

ISSUE DATE:
APRIL 30, 2021

AE139



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**Rose Rock Development
Boulevard Place
Oklahoma City, OK**

REVISION HISTORY:

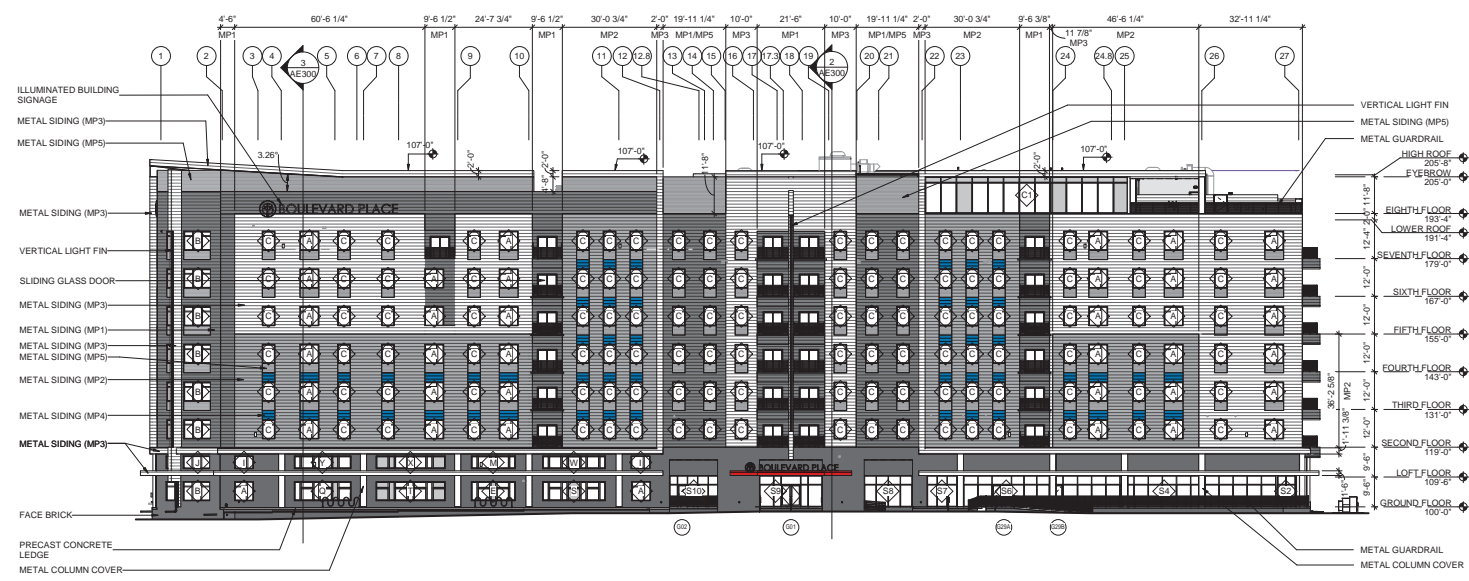
NO.	DESCRIPTION	DATE

PROJECT INFORMATION:

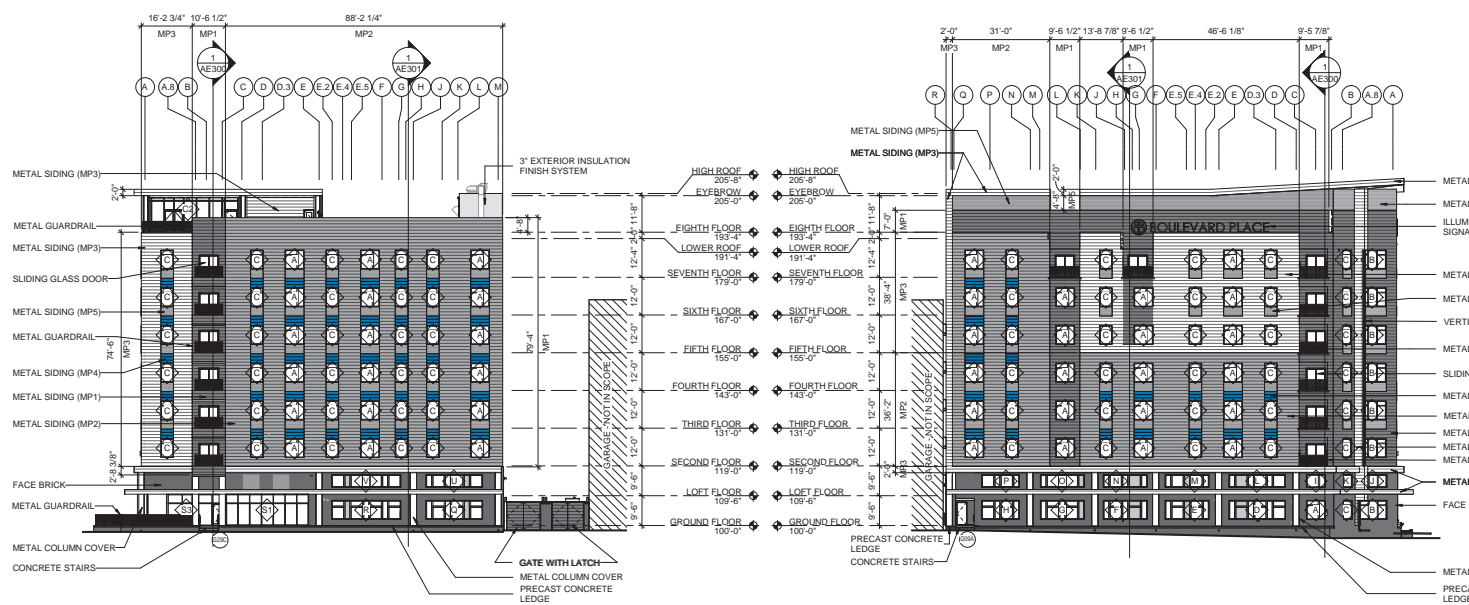
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DRAWN BY:	NRT
REVIEWED BY:	DLM
PROJECT MANAGER:	JAN
PROJECT NUMBER:	20160380
SHEET TITLE:	BUILDING ELEVATIONS

ISSUE DATE:	APRIL 30, 2021
SHEET NUMBER:	

AE200



1 NORTH OVERALL ELEVATION
SCALE: 1/16" = 1'-0"



2 WEST ELEVATION
SCALE: 1/16" = 1'-0"

3 EAST ELEVATION
SCALE: 1/16" = 1'-0"



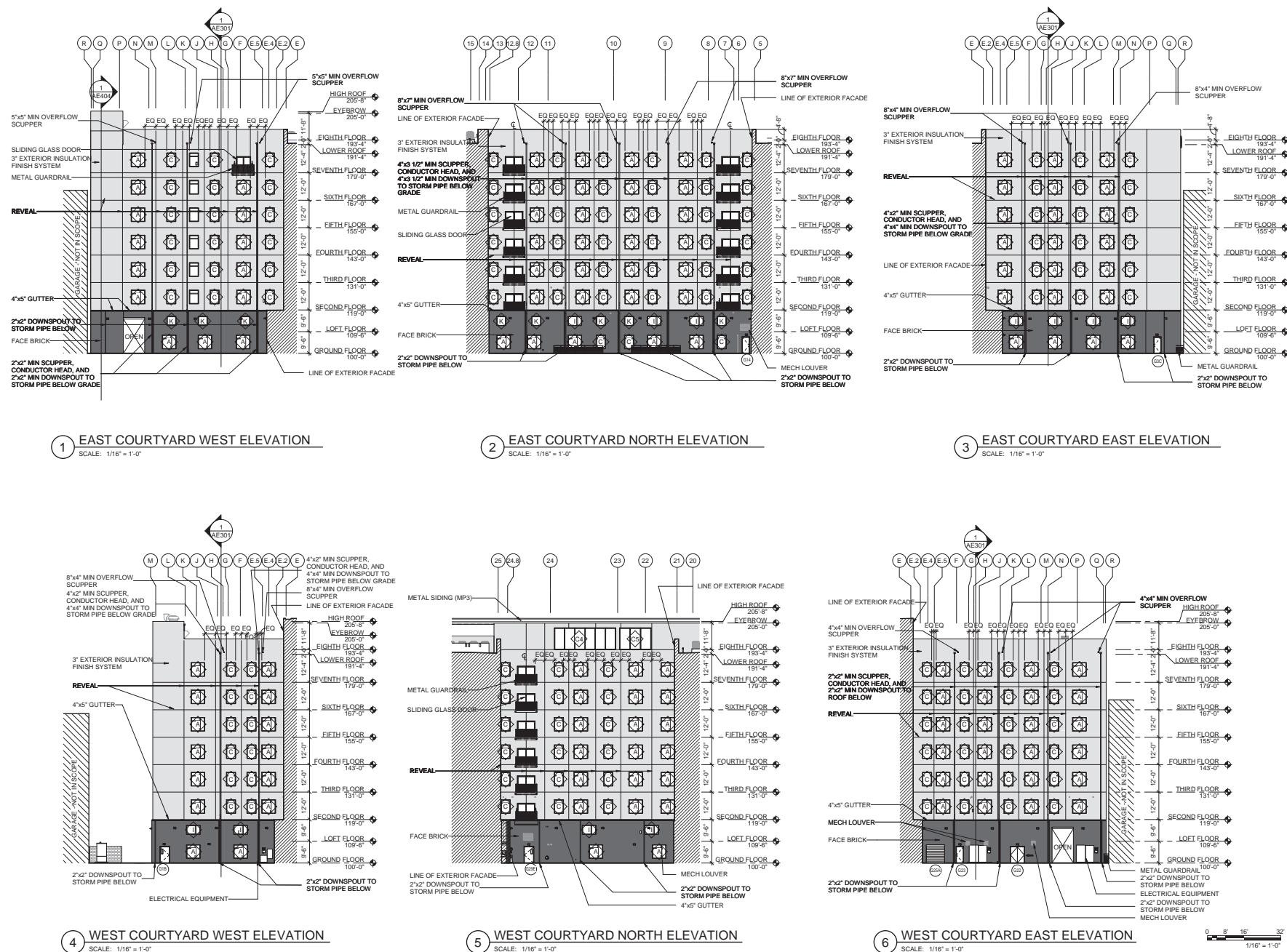
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**Rose Rock Development
Boulevard Place
Oklahoma City, OK**

△	DESCRIPTION	DATE
PROJECT INFORMATION:		
DESIGNED BY:		GMD
DRAWN BY:		NRT
REVIEWED BY:		DLM
PROJECT MANAGER:		

ISSUE DATE:
APRIL 30, 2021
SHEET NUMBER:

AE201






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**Rose Rock Development
Boulevard Place
Oklahoma City, OK**

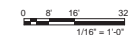
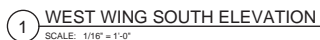
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	DESCRIPTION	DATE
PROJECT INFORMATION:		
DESIGNED BY:		GMD
DRAWN BY:		NRT
REVIEWED BY:		DLM
PROJECT MANAGER:		JAN

SHEET NUMBER:

SHEET NUMBER:

AE202



OKLAHOMA CITY

URBAN RENEWAL AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 16, 2021
Ref: Resolution Approving and Authorizing the Voluntary Acquisition of Real Property Located Near Northeast 4th Street and North Lincoln Boulevard (Lots 2 and 5, of Block 7, Durland's Second Addition) from the Oklahoma City Redevelopment Corporation, Harrison-Walnut Urban Renewal Plan, As Amended

Background: OCURA is engaged in implementation activities in furtherance of the Harrison-Walnut Urban Renewal Plan, as amended. The Urban Renewal Plan authorizes the acquisition of specifically identified properties as well as property that meets certain conditions, including when a property owner is not complying with the rehabilitation standards or use restrictions of the H-W Urban Renewal Plan, as well as properties owned by public bodies, and oil and gas facilities necessary for redevelopment purposes.

Earlier this year, OCURA clarified, updated, and simplified its authorizations for acquisitions by negotiation under the Urban Renewal Plan, as well as provided additional guidance and authorization for the application of OCURA's Policies and Procedures for Residential and Commercial Acquisition and Relocation Services.

Oklahoma City Redevelopment Corporation ("OCRC"), an Oklahoma not-for-profit corporation organized for the express purpose of aiding and providing financial assistance to OCURA in connection with OCURA's redevelopment activities, recently purchased and acquired, at fair market value, real property located near Northeast 4th Street and North Lincoln Boulevard more particularly described as Lots 2 and 5, Block 7, Durland's Second Addition.

It is appropriate and desirable to acquire the property from OCRC in order to promote OCURA's redevelopment activities pursuant to the Urban Renewal Plan.

Summary of Agenda Item: The resolution authorizes acquisition of real property from OCRC

Recommendation: Approval of Resolution.

Attachments: Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE VOLUNTARY ACQUISITION OF REAL PROPERTY LOCATED NEAR NORTHEAST 4th STREET AND NORTH LINCOLN BOULEVARD (LOTS 2 and 5, OF BLOCK 7, DURLAND'S SECOND ADDITION) FROM THE OKLAHOMA CITY REDEVELOPMENT CORPORATION, HARRISON-WALNUT URBAN RENEWAL PLAN, AS AMENDED

WHEREAS, the Oklahoma City Urban Renewal Authority ("Authority") is actively engaged in the implementation of the Harrison-Walnut Urban Renewal Plan, as amended ("Urban Renewal Plan"), as approved by the City of Oklahoma City ("City"); and

WHEREAS, the Urban Renewal Plan authorizes acquisition of specifically identified properties as well as property that meets certain conditions, including when a property owner is not complying with the rehabilitation standards or use restrictions of the Urban Renewal Plan, as well as properties owned by public bodies, and oil and gas facilities necessary for redevelopment purposes; and

WHEREAS, earlier this year, the Authority clarified, updated, and simplified its authorizations for acquisitions by negotiation under the Urban Renewal Plan, as well as provided additional guidance and authorization for the application of the Authority's Policies and Procedures for Residential and Commercial Acquisition and Relocation Services ("Acquisition Policies"); and

WHEREAS, the Oklahoma City Redevelopment Corporation ("OCRC"), an Oklahoma not-for-profit corporation organized for the express purpose of aiding and providing financial assistance to the Authority in connection with the Authority's redevelopment activities, recently purchased and acquired, at fair market value, real property located near Northeast 4th Street and North Lincoln Boulevard more particularly described as Lots 2 and 5, Block 7, Durland's Second Addition ("Property"); and

WHEREAS, in order to promote the Authority's redevelopment activities pursuant to the Urban Renewal Plan, the Board of Commissioners finds it is appropriate and desirable to acquire the Property from OCRC.

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

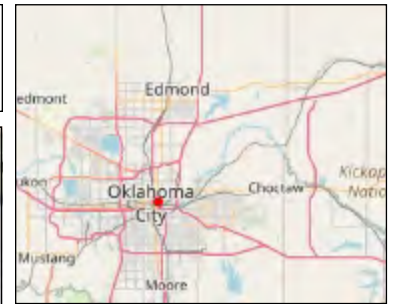
1. The acquisition of the Property from OCRC is hereby approved and authorized, and determined to be necessary and appropriate to achieve the objectives of and to carry out the Urban Renewal Plan.
2. The Executive Director, staff, and legal counsel for the Authority are authorized and directed to take all steps, disburse any funds, and execute or

accept such documents as may be necessary or appropriate to implement this approval authorization in accordance with applicable laws, policies, and guidelines.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th day of June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

(SEAL)

SECRETARY



Legend



1: 1,128



0.0 0 0.02 0.0 Miles

Notes

Enter Map Description

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Approving Schematic Design Studies Submitted by Alley's End OKC, LLC for the Redevelopment of Property Located at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, Constituting Redevelopment Parcel No. 1, Amended and Reissued Central Business District Urban Renewal Plan (Project OKLA. R-30)

Background: In December 2021, OCURA entered into a Contract for Sale of Land and Redevelopment with Alley's End OKC, LLC for the development of a primarily affordable unit residential project, with some commercial space and a parking garage. In accordance with the redevelopment agreement, the Redeveloper has submitted schematic design studies for approval. It is appropriate and desirable to approve the schematic design studies.

Purpose of Agenda Item: The resolution approves schematic design studies.

Staff Recommendation: Approval of Resolution

Attachments: Map Exhibit and Schematic Design Studies

RESOLUTION NO. _____

RESOLUTION APPROVING SCHEMATIC DESIGN STUDIES SUBMITTED BY ALLEY’S END OKC, LLC FOR THE REDEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF NORTH E.K. GAYLORD BOULEVARD AND NORTHWEST 4TH STREET, CONSTITUTING REDEVELOPMENT PARCEL NO. 1, AMENDED AND REISSUED CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN (PROJECT OKLA. R-30)

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in the implementation of the Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30), 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 Authority previously publicly invited proposals for property it owns generally located at the southeast corner of North E.K. Gaylord Boulevard and Northwest 4th Street, identified as Redevelopment Parcel No. 1 in the Urban Renewal Plan (“Property”); and

WHEREAS, in accordance with the public invitation process, the Board of Commissioners conditionally designated Alley’s End OKC, LLC as redeveloper of the Property; and

WHEREAS, the Authority and Alley’s End OKC, LLC (“Redeveloper”) have entered into a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) for the development of a primarily affordable unit residential project, with some commercial space, and a parking garage on the Property; and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper has submitted Schematic Design Studies for consideration and approval by the Authority; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the Schematic Design Studies, 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 Schematics Design Studies submitted by the Redeveloper 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.

2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to evidence the scope and substance of this approval.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th day of June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)



Larry Stein Oklahoma County Assessor
Online Mapping

Alley's End OKC, LLC



1: 2,257

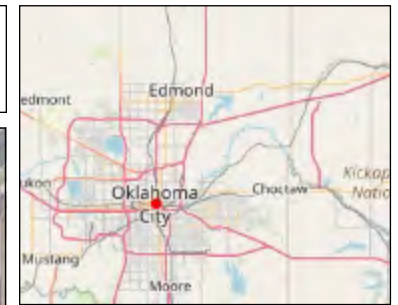


0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© OpenStreetMap contributors

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

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

Notes

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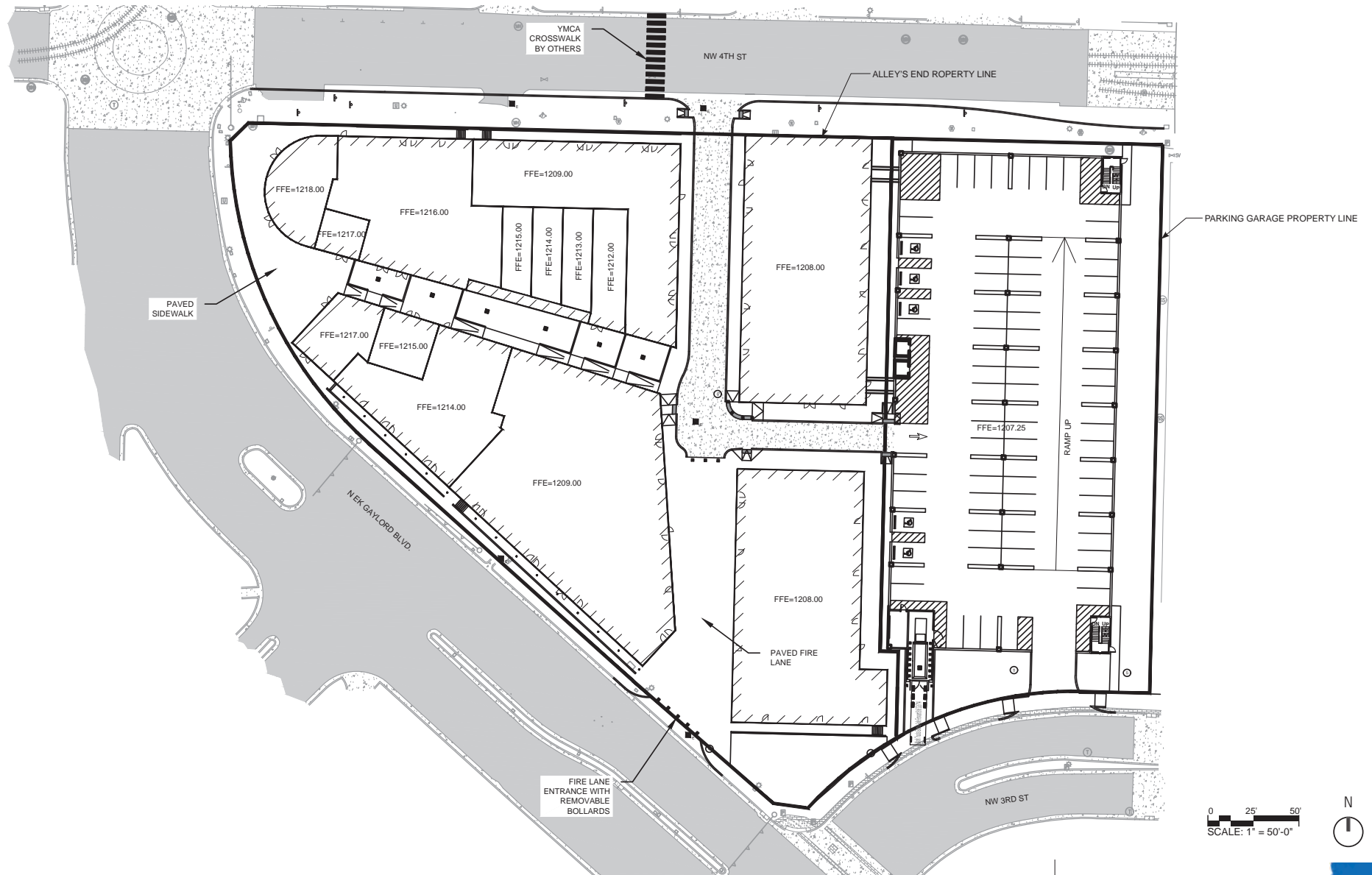


ALLEY'S END - Mixed Use Development

Southeast Corner of NW 4th Street and N. E.K. Gaylord Boulevard

OCURA Submission
June 16, 2021





Alley's End

Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Site Plan | OCURA Submission
June 16, 2021



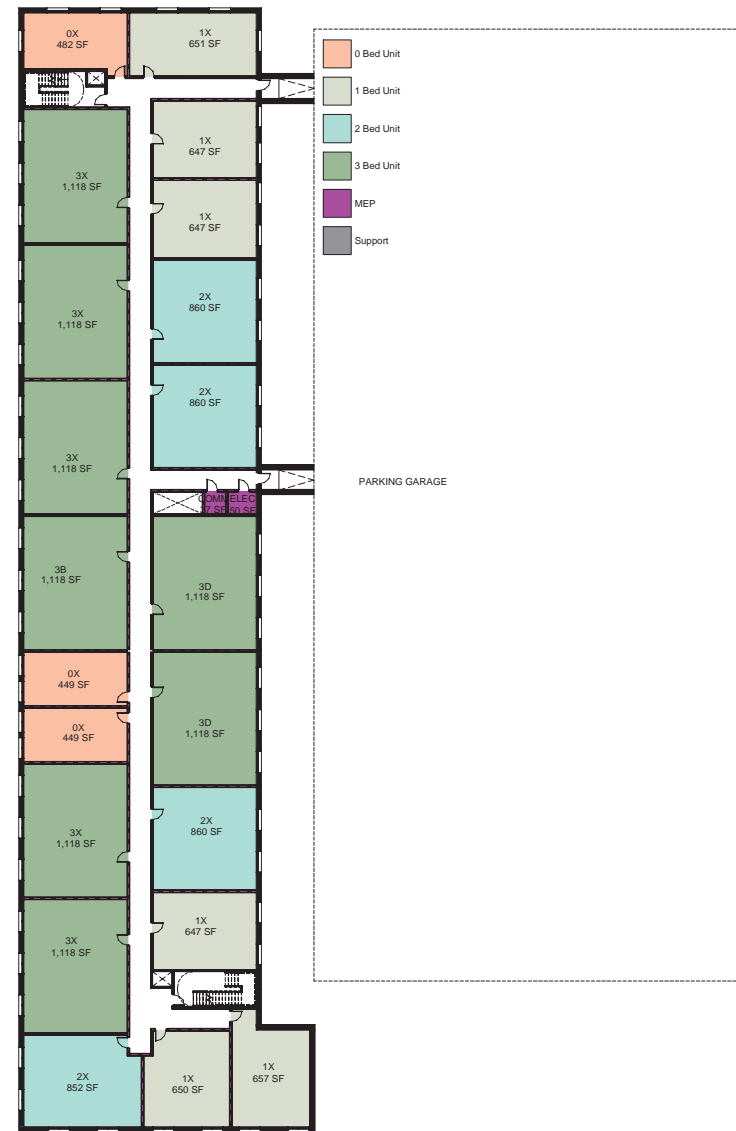


BUILDING A



BUILDING B

BUILDING C

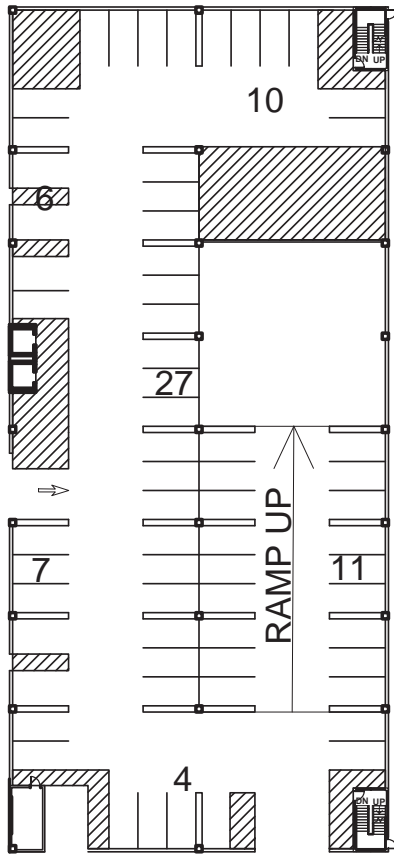


- 0 Bed Unit
- 1 Bed Unit
- 2 Bed Unit
- 3 Bed Unit
- MEP
- Support

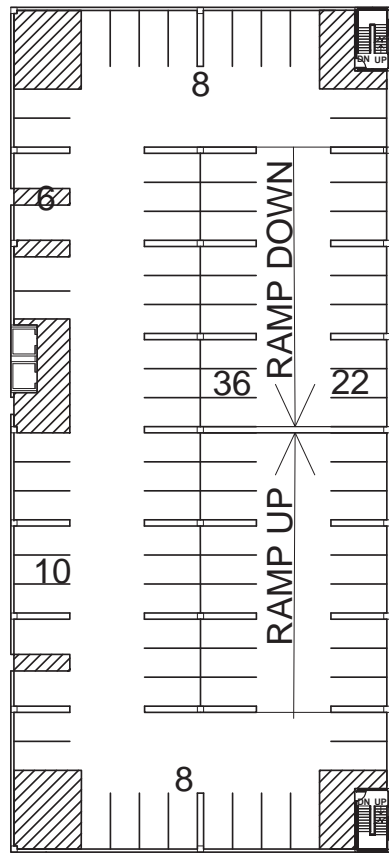
PARKING GARAGE

NTS

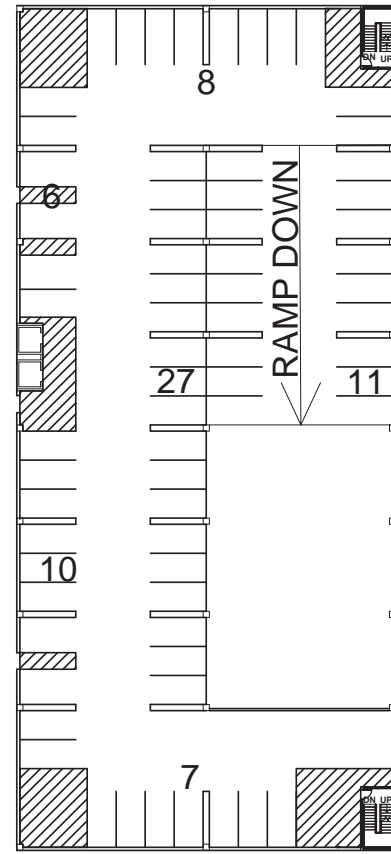




PARKING LEVEL 1



PARKING LEVELS 2-5

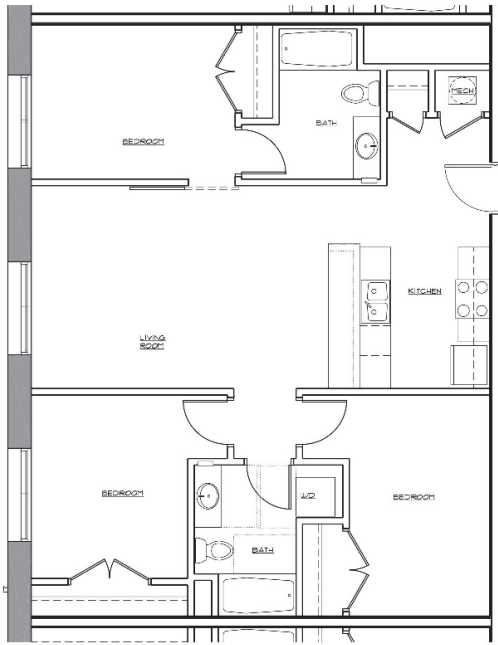


PARKING LEVEL 6

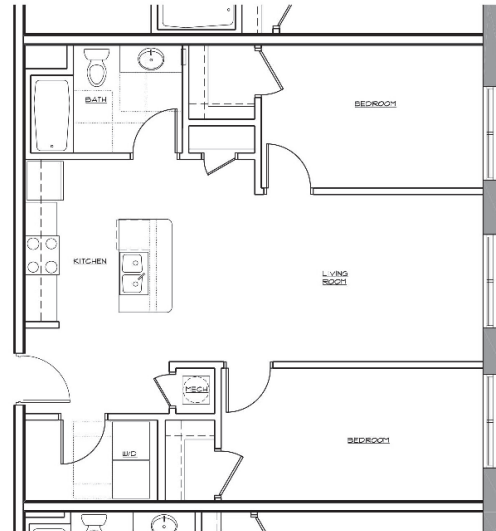
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LEVEL	COUNT
LEVEL 1	65
LEVEL 2	90
LEVEL 3	90
LEVEL 4	90
LEVEL 5	90
LEVEL 6	69
TOTAL	494

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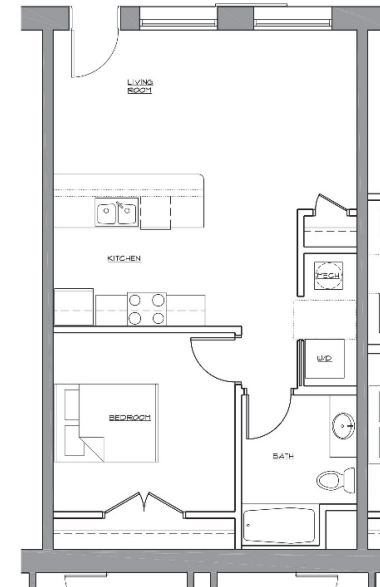




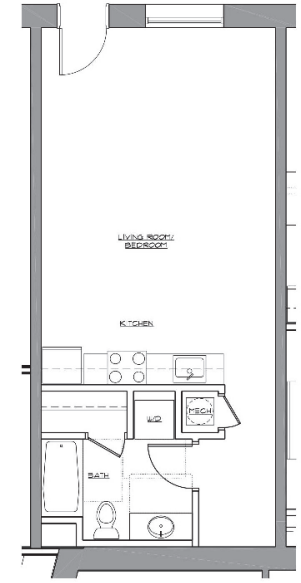
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2 BED UNIT

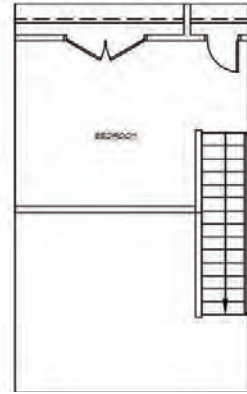
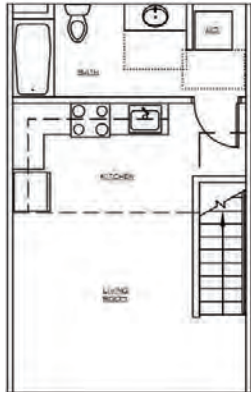


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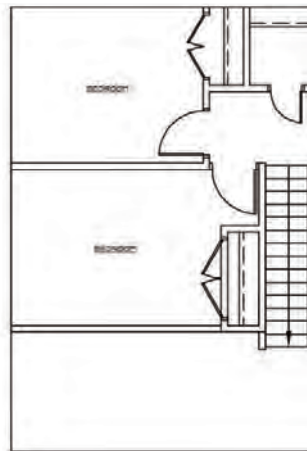
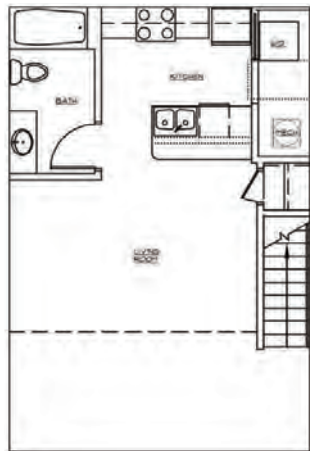


STUDIO UNIT

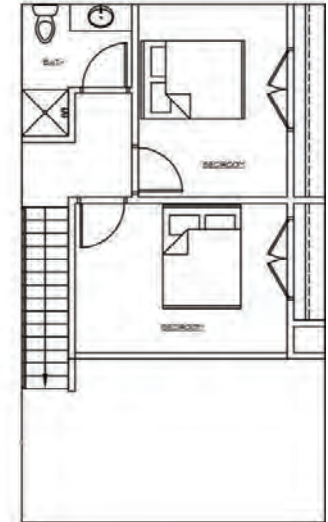
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1 BED LOFT UNIT



2 BED LOFT UNIT



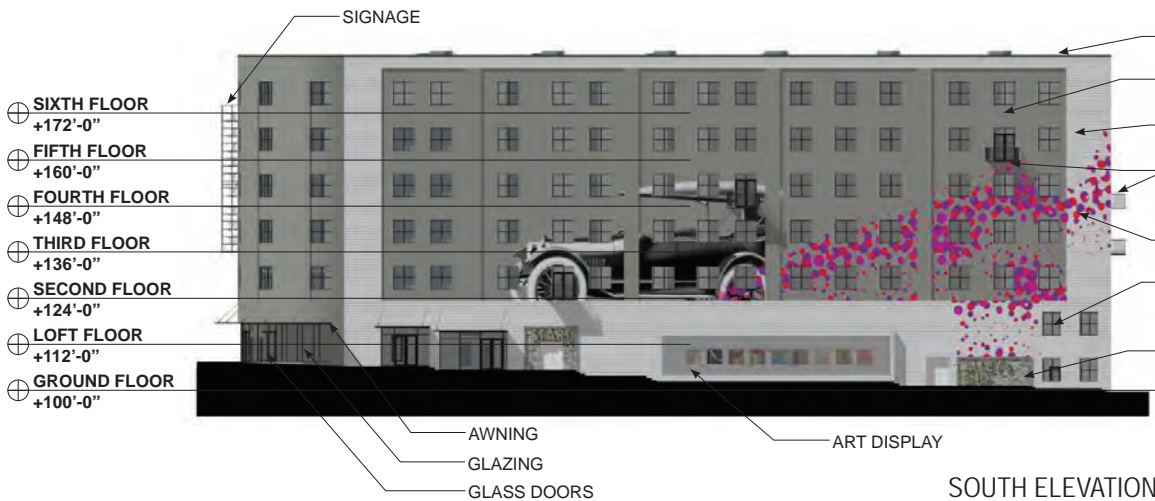
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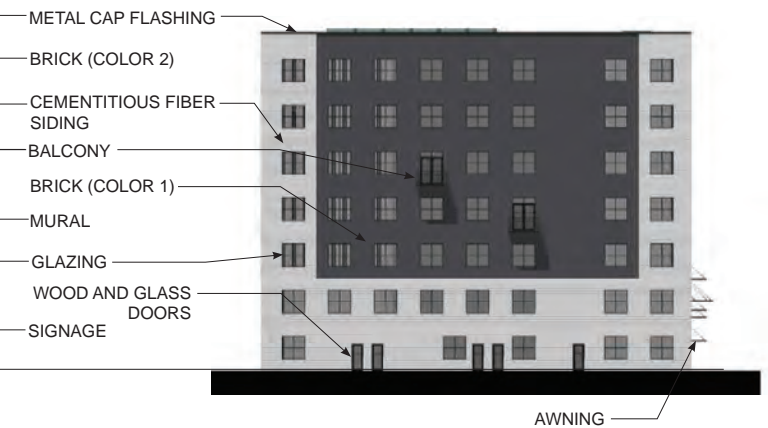


NORTH ELEVATION

EXTERIOR MATERIAL QUANTITIES		
MATERIAL	MATERIAL AREA	PERCENT
BRICK (COLOR 1)	12,297 SF	23.4%
BRICK (COLOR 2)	16,837 SF	32.1%
GLAZING	10,576 SF	20.2%
CEMENTITIOUS FIBER SIDING	12,156 SF	23.2%
CAST STONE	0	0%
METAL	389 SF	0.7%
WOOD	210 SF	0.4%
TOTAL AREA	52,465 SF	



SOUTH ELEVATION



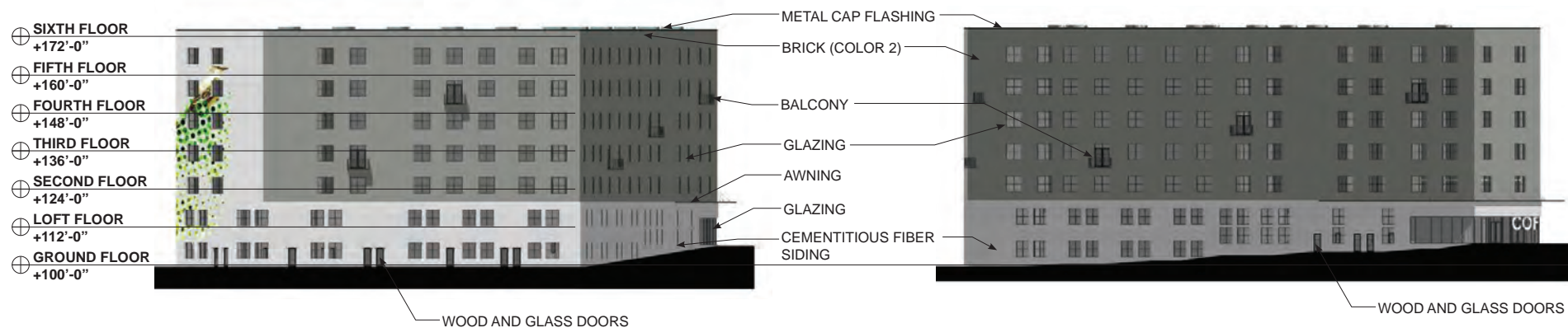
EAST ELEVATION

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SOUTHWEST ELEVATION

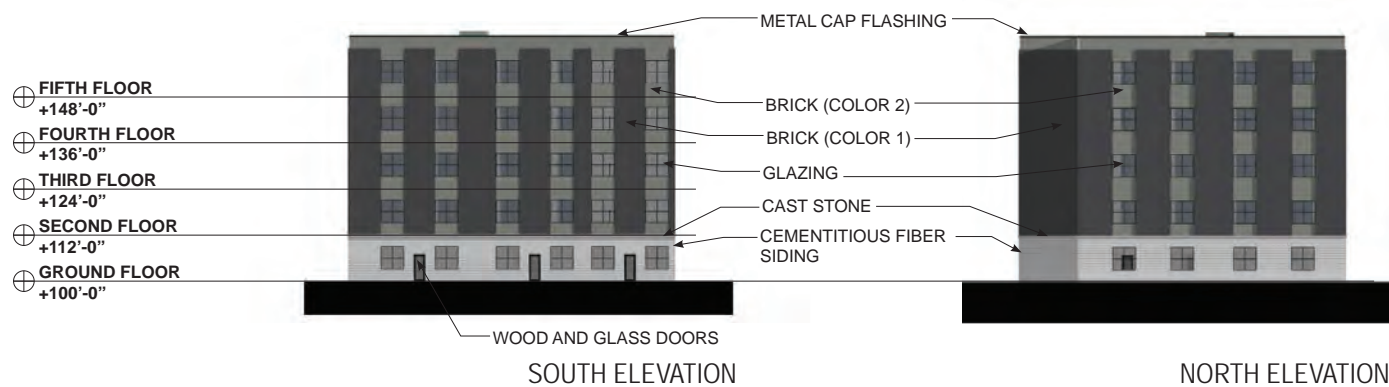
EXTERIOR MATERIAL QUANTITIES		
MATERIAL	MATERIAL AREA	PERCENT
BRICK (COLOR 1)	5,812 SF	9.9%
BRICK (COLOR 2)	25,403 SF	43.3%
GLAZING	11,239 SF	19.2%
CEMENTITIOUS FIBER SIDING	15,544 SF	26.5%
CAST STONE	0	
METAL	359 SF	0.6%
WOOD	294 SF	0.5%
TOTAL AREA	58,651 SF	



WEST ELEVATION

NORTH ELEVATION

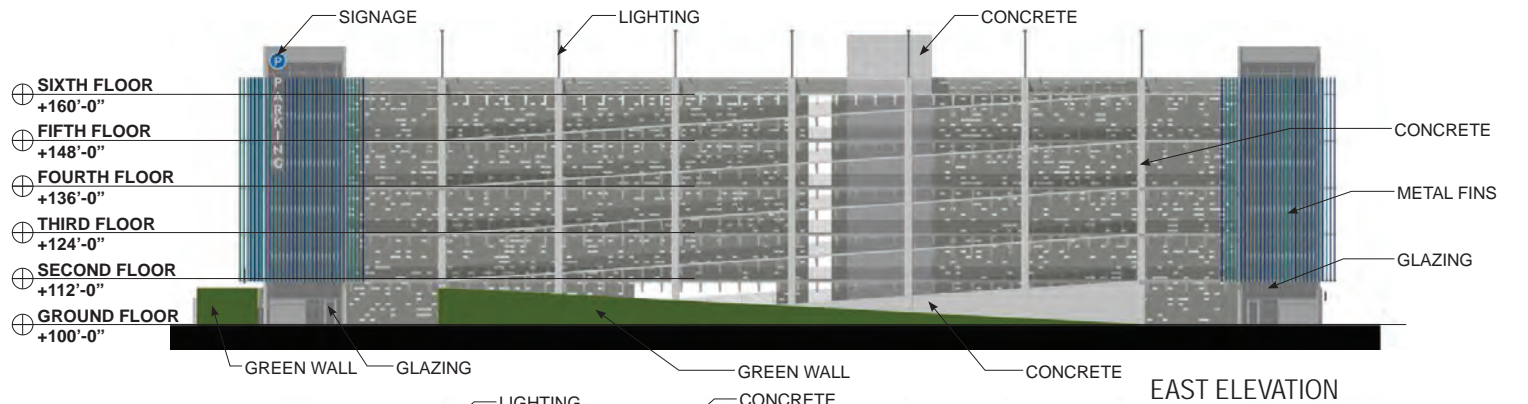
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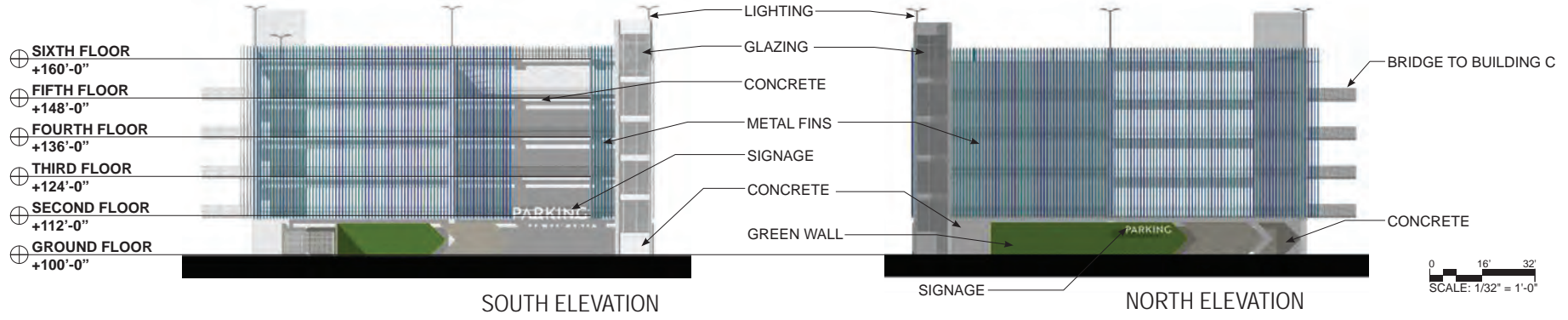
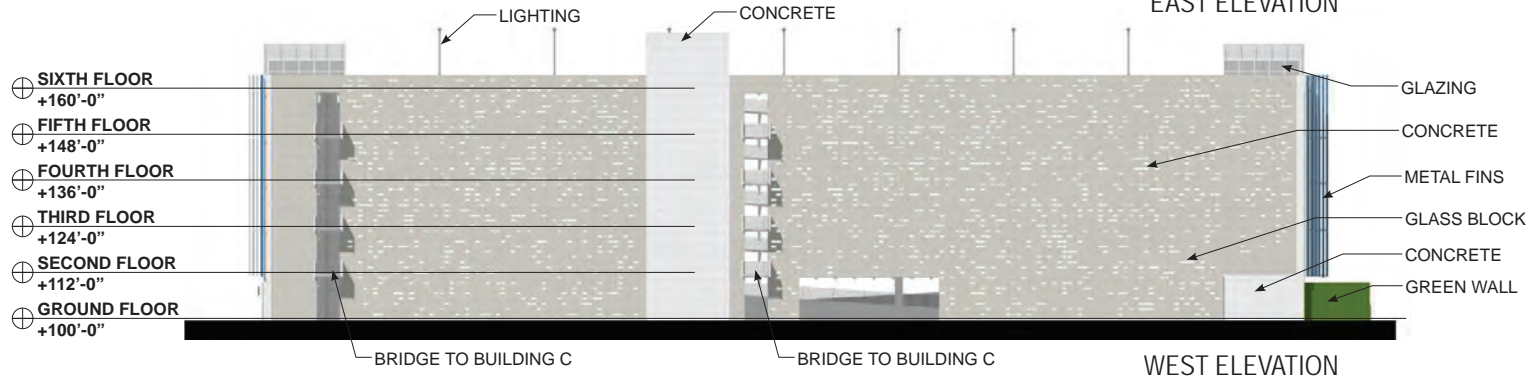
EXTERIOR MATERIAL QUANTITIES		
MATERIAL	MATERIAL AREA	PERCENT
BRICK (COLOR 1)	23,188 SF	44.7%
BRICK (COLOR 2)	9,937 SF	19.1%
GLAZING	9,687 SF	18.7%
CEMENTITIOUS FIBER SIDING	7,818 SF	15.1%
CAST STONE	408 SF	0.8%
METAL	510 SF	1.0%
WOOD	294 SF	0.6%
TOTAL AREA	51,842 SF	



0 16' 32'
SCALE: 1/32" = 1'-0"



EXTERIOR MATERIAL QUANTITIES		
MATERIAL	MATERIAL AREA	PERCENT
CONCRETE	18,048 SF	66.2%
METAL	4,206 SF	15.4%
GLAZING	2,891 SF	10.6%
GREEN WALL	2,005 SF	7.4%
GLASS BLOCK	100 SF	0.4%
TOTAL AREA	27,250 SF	



Alley's End
 Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Elevations | OCURA Submission
 Parking Garage | June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering | OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering - Garage
South | OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering - Garage
North

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering - Garage
View from Harrison Ave

OCURA Submission
June 16, 2021





Alley's End
Mixed-Use Development at N E.K. Gaylord and N.W. 4th Street

Rendering - Garage
View from 3rd Street

OCURA Submission
June 16, 2021



OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Approving and Amendment to the Contract for Sale of Land and Redevelopment with 700 West 4TH, LLC to Extend Performance Dates, Revise the Form of Deed, and Amend Rights of the Authority Subsequent to Conveyance of the Property; Approving Submittals from the Redeveloper; and Approving the Assignment of the Redevelopment Agreement for Financing Purposes, for the Development of Property Located at the Southeast Corner of NW 4th Street and Shartel Avenue, Amended and Reissued Central Business District Urban Renewal Plan (PROJECT OKLA. R-30)

Background: The Authority has entered into a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with 700 West 4th, LLC (“Redeveloper”) for the development of a residential project, with approximately 300 rental units, over 70 of which will be available at rental rates affordable to persons earning at or below 80% of area median income (“Project”). The Project is to be constructed on the property generally located at the southeast corner of NW 4th Street and Shartel Avenue, identified as a portion of Redevelopment Parcel 34-1 (“Property”) in the Amended and Reissued Central Business District Urban Renewal Plan, which the Authority is implementing at the approval and direction of the City of Oklahoma City.

By Resolution No. 5924, dated June 17, 2020, the Authority authorized the Executive Director to review and approve Design Development Documents, Construction Documents, Landscaping Plans, and evidence of financing, submittals required of the Redeveloper in the Redevelopment Agreement. Delays in the ability of the Redeveloper to close on the purchase of the Property have provided sufficient time for the Design Development Documents, Construction Documents, Landscaping Plans to be submitted by the Redeveloper and considered by the Board of Commissioners.

The Design Development Documents and Construction Documents submitted by the Redeveloper show three live/work units instead of the ground level retail/commercial space that was required in the Redevelopment Agreement and depicted in the Schematic Design Studies. The Resolution approves Design Development Documents, Construction Documents, and Landscaping Plan as submitted, and approves the construction of the three live/work units instead of the ground level retail/commercial space.

The Redeveloper is seeking an amendment to the Redevelopment Agreement to do the following:

- (a) extend the dates for the commencement and completion of construction;
- (b) include disruptions in the supply chain due to economic conditions as an event of forced delay in performance for causes beyond the control of either party; and
- (c) amend the rights of the Authority subsequent to the conveyance of the Property, including the removal of the reversionary provisions in the form of special warranty deed but the addition of the requirement for a completion guaranty in order to protect the Authority's interest in seeing that the Project be completed.

The Redeveloper is requesting a one-year extension for the commencement of construction. The Redeveloper is requesting a two-and-a-half-year period for commencement of construction, as well as the addition of supply chain disruptions as an event of forced delay beyond the Redeveloper's control. The Resolution, if adopted, allows for an amendment to the Redevelopment Agreement that includes both.

The Redeveloper, notably, is requesting the removal of the Authority's ability to require that the Property revert to the Authority if the Redeveloper does not complete the Project as required by the Redevelopment Agreement. The Authority's long-standing practice has consistently been to include a reverter clause in the deed conveying the property. The only exceptions that the Authority has made to-date are for the Edge and for Boulevard Place, where HUD regulations prohibited the reverter for HUD-backed financing and the Authority therefore agreed to accept completion guarantees from the principal(s) of the redevelopers in place of the reverter rights.

The Redeveloper is seeking the removal of this right by the Authority for private financing purposes. The Project's investors are not willing to provide equity towards this difficult and expensive Project with a reversionary clause in the deed. The proposed amendment to the Redevelopment Agreement will require a completion guaranty to be entered into by the members of the Redeveloper.

The Redeveloper is further requesting an assignment of the Redevelopment Agreement to CRP/WRDP 700 West 4th St Owner, L.L.C., which is necessary for financing and development purposes, consistent with Section 14 of the Redevelopment Agreement. If adopted, the Resolution approves the assignment to the new entity, which is then responsible for the Redeveloper's obligations under the Redevelopment Agreement, as amended.

Purpose of Agenda Item: The Resolution does the following:

1. Approves the Design Development Documents, Construction Documents, and Landscaping Plans submitted by the Redeveloper.
2. Confirms that the Project shall be constructed consistent with those documents, including the construction of three live/work units in place of the ground level retail/commercial space that was contemplated in the Redevelopment Agreement.

3. Confirms the prior authorization of the Executive Director to approve evidence of financing to be submitted by the Redeveloper consistent with the Redevelopment Agreement.
4. Approves an amendment to the Redevelopment Agreement to:
 - (a) extend the dates for the commencement and completion of construction,
 - (b) include disruptions in the supply chain due to economic conditions as an event of forced delay in performance for causes beyond the control of either party, and
 - (c) amend the rights of the Authority subsequent to the conveyance of the Property, including the removal of the reversionary provisions in the form of special warranty deed, but the addition of the requirement for a completion guaranty in order to protect the Authority's interest in seeing that the Project be completed.
5. Approves the assignment of the Redevelopment Agreement to CRP/WRDP 700 West 4th St Owner, L.L.C., which is necessary for financing and development purposes, consistent with Section 14 of the Redevelopment Agreement.
6. Authorizes the Executive Director to execute an amendment to the Redevelopment Agreement and documents to evidence an assignment of the Redevelopment Agreement and consent thereto and other related documents.

Purpose of Agenda Item: The resolution approves an amendment to the Contract for Sale of Land and Redevelopment, revises the Form of Deed, amends Rights of the Authority Subsequent to Conveyance of the Property, approves submittals from the Redeveloper, and approves the Assignment of the Redevelopment Agreement for Financing Purposes

Staff Recommendation: Approval of Resolution.

Attachments: Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT FOR SALE OF LAND AND REDEVELOPMENT WITH 700 WEST 4TH, LLC TO EXTEND PERFORMANCE DATES, REVISE THE FORM OF DEED, AND AMEND RIGHTS OF THE AUTHORITY SUBSEQUENT TO CONVEYANCE OF THE PROPERTY; APPROVING SUBMITTALS FROM THE REDEVELOPER; AND APPROVING THE ASSIGNMENT OF THE REDEVELOPMENT AGREEMENT FOR FINANCING PURPOSES, FOR THE DEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF NW 4TH STREET AND SHARTEL AVENUE, 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 Authority and 700 West 4th, LLC (“Redeveloper”) have entered into a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) for the development of a primarily residential project, with approximately 300 rental units, over 70 of which will be available at rental rates affordable to persons earning at or below 80% of area median income (“Project”), on the property generally located at the southeast corner of NW 4th Street and Shartel Avenue, identified as a portion of Redevelopment Parcel 34-1 in the Urban Renewal Plan (“Property”), consistent with the Urban Renewal Plan; and

WHEREAS, Resolution No. 5924, approved by the Board of Commissioners on June 17, 2020, approved the Schematic Design Studies submitted by the Redeveloper and authorized the Executive Director to review and approve the remaining submittals required of the Redeveloper in the Redevelopment Agreement; and

WHEREAS, the Redeveloper has submitted Design Development Documents, Construction Documents, and Landscaping Plans; and

WHEREAS, the Design Development Documents and Construction Documents show the construction of three live/work units in place of the ground level retail/commercial space that was contemplated in the Redevelopment Agreement; and

WHEREAS, consistent with Section 4 of the Redevelopment Agreement, the Redeveloper commenced site preparation on the Property on or before October 31, 2020; however, the Redeveloper did not commence vertical construction of the Project by November 30, 2020, and construction will not be completed by December 31, 2022, as required by Section 4 of the Redevelopment Agreement; and

WHEREAS, the Redeveloper is seeking and has requested an amendment to the Redevelopment Agreement to extend the dates for the commencement and completion of construction, to include disruptions in the supply chain due to economic conditions as an event of forced delay in performance for causes beyond the control of either party, and to amend the rights of the Authority subsequent to the conveyance of the Property, including the removal of the reversionary provisions in the form of special warranty deed; and

WHEREAS, the Redeveloper is seeking the approval of a proposed assignment of the Redevelopment Agreement, necessary for financing and development purposes, to CRP/WRDP 700 West 4th St Owner, L.L.C.; and

WHEREAS, it is appropriate and desirable to approve the Design Development Documents, Construction Documents, and Landscaping Plans, submitted by the Redeveloper, subject to conditions and exceptions, if any, contained in the approval letter issued pursuant to this resolution; and

WHEREAS, it is appropriate and desirable to confirm the Board of Commissioners' prior authorization to the Executive Director to approve evidence of financing to be submitted by the Redeveloper consistent with the Redevelopment Agreement; and

WHEREAS, it is appropriate and desirable to approve an amendment to the Redevelopment Agreement to: (a) extend the dates for the commencement and completion of construction, (b) include disruptions in the supply chain due to economic conditions as an event of forced delay in performance for causes beyond the control of either party, and (c) amend the rights of the Authority subsequent to the conveyance of the Property, including the removal of the reversionary provisions in the form of special warranty deed but the addition of the requirement for a completion guaranty in order to protect the Authority's interest in seeing that the Project be completed; and

WHEREAS, it is appropriate and desirable to approve the assignment of the Redevelopment Agreement to CRP/WRDP 700 West 4th St Owner, L.L.C., which is necessary for financing and development purposes.

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

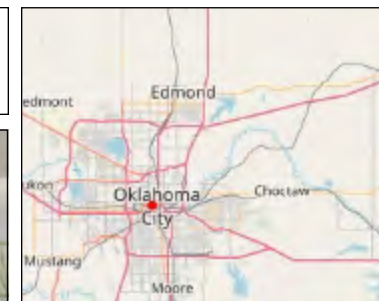
1. The Design Development Documents, Construction Documents, and Landscaping Plans submitted by the Redeveloper are hereby approved, subject to conditions and exceptions, if any, contained in the approval letter issued pursuant to this resolution, and the Project shall be constructed consistent with such documents, including the construction of three live/work units in place of the ground level retail/commercial space that was contemplated in the Redevelopment Agreement.
2. The authorization of the Executive Director to approve evidence of financing to be submitted by the Redeveloper consistent with the Redevelopment Agreement is hereby confirmed.

3. An amendment to the Redevelopment Agreement is hereby approved to: (a) extend the dates for the commencement and completion of construction, (b) include disruptions in the supply chain due to economic conditions as an event of forced delay in performance for causes beyond the control of either party, and (c) amend the rights of the Authority subsequent to the conveyance of the Property, including the removal of the reversionary provisions in the form of special warranty deed but the addition of the requirement for a completion guaranty in order to protect the Authority's interest in seeing that the Project be completed.
4. The assignment of the Redevelopment Agreement, as amended, to CRP/WRDP 700 West 4th St Owner, L.L.C., which is necessary for financing and development purposes, is hereby approved, consistent with Section 14 of the Redevelopment Agreement.
5. The Officers, the Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement, including but not limited to finalizing and executing an amendment to the Redevelopment Agreement and executing document(s) necessary and appropriate to evidence an assignment of the Redevelopment Agreement and consent thereto and any other documents related thereto.

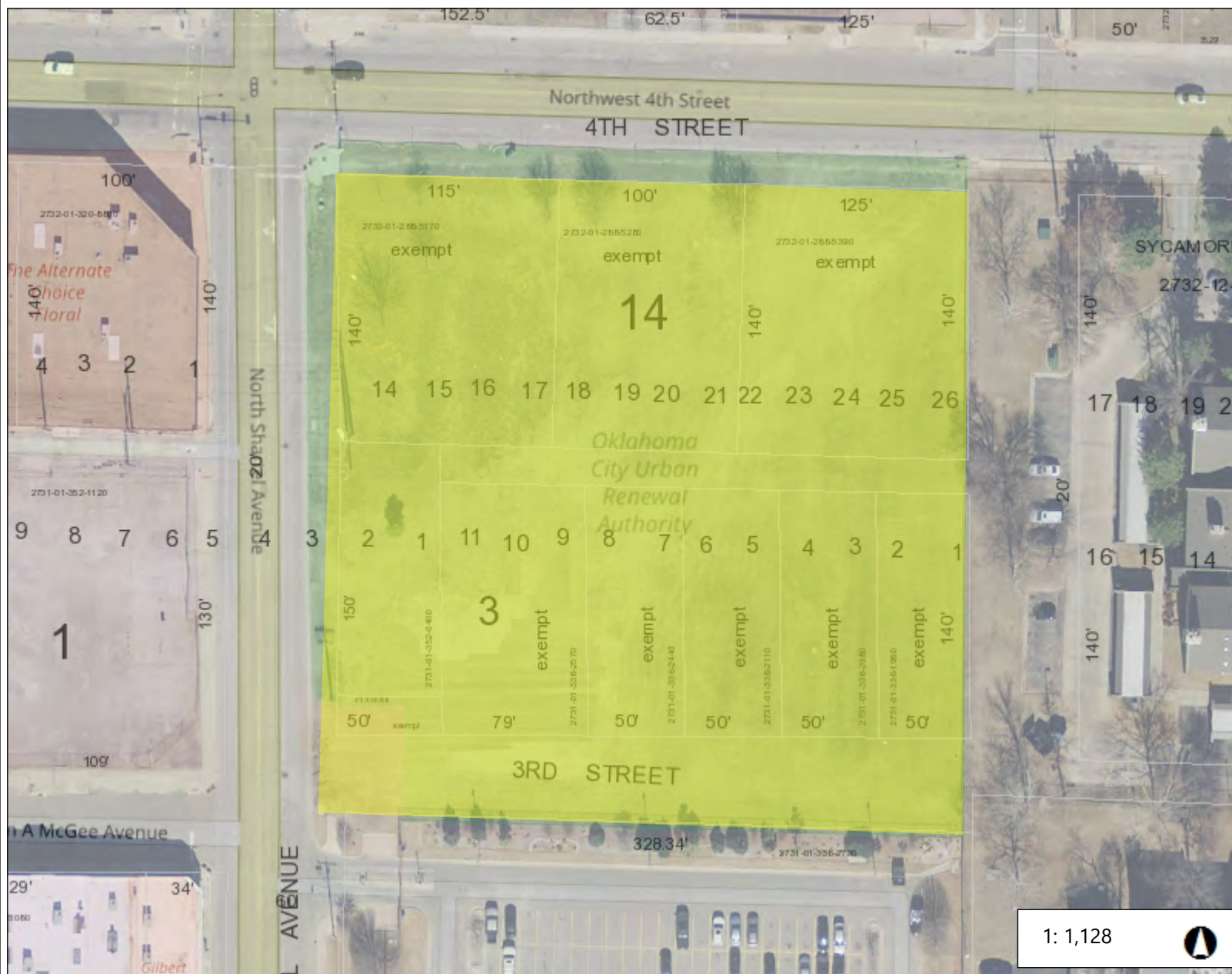
I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th day of June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)



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Notes

Enter Map Description

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OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Approving Annual Agreement between the Oklahoma City Urban Renewal Authority and the Alliance for Economic Development of Oklahoma City, Inc., an Oklahoma Not-For-Profit Corporation, as to Scope of Services and Fee for those Services for Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

Background: On May 16, 2011, the Authority approved the Agreement for Professional Services with the Alliance for Economic Development of Oklahoma City, Inc. Section 21 of the Agreement states that it shall continue in full force for a period of five (5) years beginning July 1, 2011, and ending on June 30, 2016, subject to an annual agreement between the Authority and the Alliance as to the scope of services and the fee for those services (Annual Agreement). The Agreement was renewed for an additional five-year term beginning July 2016 and ending July 2021.

A new agreement has been drafted under which the Alliance will continue to provide similar professional services to OCURA for a period of ten years beginning July 1, 2021 and ending June 30, 2031. The annual fee will be approved by the Board of Commissioners for each year of the ten-year term of the agreement.

The annual fee for fiscal year 2020-21 was \$800,000. The proposed fee for fiscal year 2021-22 is \$900,000, an increase of \$100,000.

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

Recommendation: Approval of Resolution

Attachments: Draft Annual Agreement for Professional Services

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND APPROVING ECONOMIC DEVELOPMENT SERVICES AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY

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

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

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

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

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

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

WHEREAS, pursuant to Section 21 of the Agreement, the initial term of the Agreement was for a period of five (5) years beginning July 1, 2011; and

WHEREAS, also pursuant to Section 21 of the Agreement, the parties renewed the Agreement in June 2016 for an additional five (5) year term, so that the Agreement is now scheduled to end on June 30, 2021; and

WHEREAS, the parties have negotiated the terms of a new Economic Development Services Agreement (“New Agreement”) under which the Alliance will continue to provide professional services to the Authority previously provided under the Agreement; and

WHEREAS, the New Agreement, attached to this Resolution as “Schedule A,” provides for the Alliance to provide professional services to the Authority for a period of 10 years, such that the term of the Agreement shall end on June 30, 2031, and provides general terms and a scope of work for those services; and

WHEREAS, it is appropriate and desirable to authorize and approve the proposed New Agreement to provide professional services to the Authority and for the benefit of the City; and

WHEREAS, the New Agreement was procured using noncompetitive proposals authorized by Section III.A.5 of the Authority's Procurement Policies and Procedures because the services are available from a single source.

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

1. The New Agreement, attached to this Resolution as "Schedule A," is hereby authorized and approved, and the officers of the Authority are authorized to execute the New Agreement and to take such actions as may be necessary to the implement the New Agreement.
2. The acts and the authority of Legal Counsel with respect to the negotiation of the New Agreement, as well as the acts and authority of the Executive Director with respect to the negotiation of the scope of services and Annual Fee for the fiscal year ending June 30, 2022, contained therein, are hereby approved and ratified.
3. The Executive Director, Officers, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement the Renewal Agreement, including approval of amendments, corrections, and modifications of a technical or procedural nature.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

Economic Development Services Agreement

This Economic Development Services Agreement (this “Agreement”) is entered into this ____ day of _____, 2021 between The Alliance for Economic Development of Oklahoma City, Inc., an Oklahoma not-for-profit corporation, (“The Alliance”) and the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate, (“The Authority”).

Recitals

- A. The Authority is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, 11 Okla. Stat. 38-101, *et seq.*, authorized to exercise its powers pursuant to resolution of the City Council of The City of Oklahoma City.
- B. The Authority desires to promote, foster, and develop economic growth in Oklahoma City, Oklahoma.
- C. The Alliance was created to foster economic development through private and public collaborations, to create new job opportunities, and to bring about urban redevelopment by means of consolidated public agency economic development functions.
- D. Having determined that contracting with The Alliance to provide economic development services will greatly enhance The Authority’s governmental effectiveness and coordination, The Authority desires to engage The Alliance to provide professional economic development expertise and services, and to serve as The Authority’s Executive Director for the implementation, management, and administration of The Authority’s economic development activities and programs.
- E. The Alliance desires to provide The Authority with the professional services requested in this Agreement.

Agreement

1. The Engagement; Description of the Services; Standard of Care; Resources Provided by The Authority.

1.1 The Engagement. The Authority engages The Alliance to provide The Authority professional services and resources, including managerial services, administrative services, professional economic development services, and other contract professional services and resources (collectively, the “Services”), as more fully described in subsection 1.2 and in Exhibit A, all as needed to carry out the economic development programs undertaken or supported by The Authority. The Alliance accepts such engagement and agrees to provide the Services. In providing the Services, the parties agree that The Alliance will not make public policy decisions regarding economic development, but that The Authority’s Board of Commissioners and other public bodies will make such public policy decisions. The Services require communication between The Alliance’s President and The Authority’s Chairman, as detailed in this Agreement. All references to “The Authority’s Chairman” include The Authority’s Vice-Chairman if the Chairman is absent

or unavailable.

1.2 Description of the Services. The Services include providing the services of The Alliance's designated President, who will serve as The Authority's Executive Director and who will implement, manage, administer, and advance The Authority's economic development and other programs and functions; who will oversee and provide management and direction to a professional staff; and who will secure, retain, coordinate, and implement other related resources and professional services necessary for accomplishment of the successful economic development, and other The Authority operations, including the advancement of public/private partnerships for ongoing economic development. The Services also include: (1) submission of periodic updates and progress reports to The Authority; (2) submission of documentation (within the control of The Alliance or its President) requested by The Authority or its Chairman; (3) responsiveness to requests for information and documentation made by The Authority's Chairman related to any aspect of the Services. The Services may be refined and amended from time to time by the parties' mutual agreement. The Alliance will be responsible for The Authority's day-to-day operations.

1.3 Standard of Care. The Alliance agrees to devote its best efforts and resources to The Authority's interests and to endeavor in every way to successfully carry out the Services and to promote The Authority's economic development plans and programs. The Alliance will provide the Services in accordance with this Agreement and will act in its professional capacity, in The Authority's best interests, exercising the care, skill, prudence, and diligence normally provided by competent professionals practicing in The Alliance's profession providing similar services on projects similar in scope contemplated by this Agreement and in compliance with applicable laws. The Alliance will remedy any defect in the Services promptly upon discovery or receipt of Notice from The Authority of such defect. The Alliance's execution of this Agreement is a representation that the Alliance and its management employees are familiar with Federal, State, and local laws, ordinances, and regulations applicable to the Services.

1.4 Resources Provided by The Authority. Prior to the commencement of the Term, The Authority provided and paid for certain personnel and other costs of its operations. The Authority will continue to provide such resources and other resources, which resources may be altered or adjusted from time to time, all as determined by The Authority's Chairman.

2. Compensation for the Services and Payment.

2.1 The Authority will pay The Alliance an annual professional services fee (the "Annual Fee") to be paid periodically throughout each fiscal year, starting on July 1 and ending on June 30. In addition, the parties recognize that there may be initial and transitional expenses that The Alliance may incur in undertaking the obligations set out in this Agreement. For the first fiscal year of this Agreement (beginning on July 1, 2021), the Annual Fee will be Nine Hundred Thousand Dollars (\$900,000.00). Thereafter, the Annual Fee will be as mutually agreed to by the parties in writing. The Annual Fee will be paid in equal monthly installments, subject to properly submitted invoices from The Alliance.

2.2 Revenue. Except as may otherwise be provided in this Agreement, all revenue generated by The Alliance, if any, will be retained by The Alliance consistent with its not-for-profit

status and its mission of supporting economic development.

3. Term, Renewal, and Termination.

3.1 Term and Termination. The term of this Agreement (the “Term”) commences on July 1, 2021 (the “Effective Date”) and, unless earlier terminated, will continue for a period of ten years, ending on June 30, 2031.

3.2 Renewal. The Authority may renew and extend the Term for additional periods of ten years each (each a “Renewal Term”) on terms mutually-agreeable to the parties. The Authority may exercise such renewal option by delivering Notice to The Alliance not less than 60 calendar days prior to the expiration of the Term or the then-current Renewal Term. The Alliance must give Notice of its intent not to renew this Agreement to The Authority at least 90 calendar days prior to the end of the Term or the then-current Renewal Term.

4. Periodic Performance and Compensation Review. The Authority will periodically review the progress and performance of the Services, and The Alliance’s President and The Authority’s Chairman will meet to discuss such progress and performance, and any necessary or desirable revisions to the Services or the Annual Fee. The Alliance will provide The Authority with reports and any other issues or topics relevant to the accomplishments of the objectives set out in this Agreement. On an annual basis and in a timely manner to allow for recommended funding levels to be included in The Authority’s fiscal year budgets, the Alliance’s President and The Authority’s Chairman will meet to establish the Annual Fee for the next ensuing fiscal year.

5. Indemnity. To the fullest extent permitted by law, The Alliance will indemnify, release, and hold The Authority and its commissioners, officers, employees, and agents harmless from and against any and all claims, losses, damages, demands, causes of action, suits, judgments, and liabilities of every kind and character, litigation, court costs, expert fees, reasonable attorneys’ fees recoverable under applicable law, and any other recoverable costs of defense or resolution (each a “Claim”) incurred by or asserted against The Authority to the extent any Claim is caused by The Alliance’s negligent acts, errors or omissions, or willful misconduct in performing the Services. Nothing in this Agreement will cause The Alliance to assume liability or indemnity for any Claim to the extent such Claim is caused by The Authority’s negligence or willful misconduct.

6. Insurance.

6.1 The Alliance’s Policies. The Alliance will obtain, pay for, and at all times during the Term and each Renewal Term maintain insurance policies (“The Alliance’s Policies”) of the types and with the minimum limits set out on Exhibit B. The Alliance’s Policies must be issued by solvent and reputable insurance companies that are authorized or eligible to do business in the State of Oklahoma and that are satisfactory to The Authority. The Alliance’s Policies must require 30 calendar days’ (10 days if premium is unpaid) prior notice to The Authority before The Alliance’s Policies are cancelled by the Insurer or the limit of liability is reduced by endorsement. In that event, The Alliance must take all reasonable efforts to have the full amount of the required limits reinstated. Further, all liability policies must contain the following “Severability of Interest” provision:

With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest will be deemed separate from any and all other interest herein, and coverage will apply as though each such interest was separately insured.

The insurance must be evidenced by properly executed certificate(s) of insurance on forms acceptable to The Authority and signed by the authorized representative of the insurance company(s). The Alliance must deliver to The Authority an industry-standard certificate(s) of insurance evidencing the insurance in effect at that time upon request.

6.2 No Work Without Insurance. No work may commence under this Agreement unless and until The Alliance's Policies are in effect.

6.3 The Alliance's Insurance Program. The insurance required by this Section is designed to meet The Authority's minimum requirements. Such coverage and limits are not designed as a recommended insurance program for The Alliance which is solely responsible for the sufficiency of its own insurance program.

7. Assignment and Binding Effect. The parties acknowledge that The Alliance may contract with one or more third parties to provide some or all of the Services. Otherwise, The Alliance may not assign this Agreement, in whole or in part, by assignment or operation of law, and may not assign any of its rights or delegate any of its obligations under this Agreement without The Authority's consent, such consent not to be unreasonably withheld. To the extent that there are successors or assigns permitted under this Section, this Agreement will be binding on and benefit the parties and their respective successors and assigns.

8. Contractors and Consultants. The Alliance will require its contractors, subcontractors, and consultants (if any) providing Services under this Agreement to provide the Services at the same standard of care required of The Alliance. The Alliance will provide The Authority with the names of any contractors, subcontractors or consultants so engaged by The Alliance and if any the Services are directly funded by The Authority pursuant to this Agreement, The Authority reserves the right for its Chairman to meet with The Alliance's President to discuss the status and continued need of such contractor, subcontractor or consultant.

9. The Alliance's Books and Records; Audit.

9.1 Audited Financials Required. At its expense, The Alliance will cause its financial statements to be audited on an annual basis by an auditing firm selected by The Alliance and approved by The Authority's Chairman, which approval will not be unreasonably withheld. The Alliance will provide three copies of the audited financial statements to The Authority. The audit report must contain an opinion expressed by the auditor concerning the fair representation, in all material respects, of The Alliance's financial position and the accuracy of the financial records maintained by The Alliance. The audit must also include a statement prepared in accordance with generally accepted accounting principles by a certified public accountant reporting whether any payments made by The Alliance on The Authority's behalf during the audit period were made in compliance with this Agreement.

9.2 Records to be Maintained. Except where longer periods are required by law, during the Term and each Renewal Term, The Alliance will maintain and retain for not less than five years from the date of final payment on each contract, complete and accurate records (the “Records”) of all of The Alliance’s expenditures and revenues associated with any funding provided by The Authority. The Records include: (a) payroll records; (b) invoices for purchases, receiving and issuing documents, and other unit inventory records for The Alliance’s supplies, equipment, stocks or capital items; and (c) paid invoices and cancelled checks for materials and services (including professional services) purchased and for subcontractors’ and any other third parties’ charges. The Alliance shall maintain The Authority’s original deeds and other real estate documents in The Authority’s permanent records.

9.3 Audit Procedure. The Authority will have the right, at any reasonable time during regular business hours, to inspect and audit the Records, and to interview any current or former employee of The Alliance regarding the Records and this Agreement. Such inspection, audit, and interviews will be done by The Authority’s authorized representative or by a public accounting firm selected by The Authority (in either case, (“The Authority’s Representative”). The Alliance must provide The Authority’s Representative with adequate workspace and unrestricted access to inspect The Alliance’s books and records, and any and all information, materials, and data of any kind and character that may, in the judgment of The Authority’s Representative, reasonably relate to, any matters, rights, duties or obligations under this Agreement, all to the extent necessary to adequately permit evaluation and verification of The Alliance’s compliance with this Agreement. Any such inspection and other actions must be conducted in a manner and time and place to not unreasonably interfere with the Alliance’s business and activities. The Authority must keep all of the Alliance’s proprietary, non-public information confidential and no copies of the Records may be made without The Alliance’s prior written consent, such consent not to be unreasonably withheld. The Authority’s right to such an audit of any fiscal year will expire five years after the end of the fiscal year, or longer, if required by law, but may not be conducted more often than once every fiscal year without just cause.

10. Disclosure of Documents. The parties acknowledge that a purpose of this Agreement is to allow The Authority to participate in the most effective manner possible in the national and international competition for local economic development and job creation, with the further recognition that premature disclosure of economic development prospects may lead to The Authority’s elimination from economic development competitions. As stated in subsection 1.1, the parties agree that The Alliance will not make public policy decisions regarding economic development, but that The Authority’s Board of Commissioners and other public bodies will make such public policy decisions. Accordingly, documents and records coming into the possession of these public bodies (or their employees or representatives) will be subject to public inspection. It is also recognized that the citizens have a legitimate interest in having the opportunity to inspect documents associated with economic development.

In an effort to give balance to these factors, the parties agree as follows:

A. Certain professional services to be rendered by The Alliance in providing the Services have previously been performed by The Authority employees. All documents and records that come into the possession of The Authority’s employees, including those assigned to assist The

Alliance, will be available for public inspection to the extent required by the Oklahoma Open Records Act.

B. All documents and records of The Alliance directly related to Scope of Services will be available for public inspection, except as otherwise provided by this Section.

C. All final studies or reports procured by The Alliance will be subject to public inspection regardless of the funding source. Any preliminary or interim study or report received by The Alliance, funded directly or indirectly with public funds received from The Authority or any public trust or entity, will be subject to public inspection if the study or report is abandoned or terminated for any reason.

D. The Alliance is not obligated to make available for public inspection the following:

1. Business plans, feasibility studies, financing proposals, marketing plans, financial statements or trade secrets submitted by a person or entity seeking economic advice, business development or customized training from The Alliance. However, those documents may not be kept confidential when and to the extent the person or entity submitting the information consents to disclosure.

2. Proprietary information of a business submitted to The Alliance for the purpose of business development or customized training, and related confidentiality agreements detailing the information or records designated as confidential.

3. Except as provided in subsection (C) above, preliminary and working drafts of documents and records.

4. Documents and records that disclose a prospective economic development prospect or location and related financial data and other information in The Alliance's possession, are for the purpose of evaluating and advancing an economic development prospect. Documents and records exempt from public disclosure by this subsection (4) will nonetheless be made available for public inspection one year after The Alliance's work terminates with respect to an economic development prospect.

5. Those materials that would not be subject to the Oklahoma Open Records Act if The Alliance were a governmental entity subject to the Oklahoma Open Records Act.

E. The receipt of any request by The Authority's Secretary for public inspection of documents in The Alliance's possession will be promptly forwarded to The Alliance, which will respond to such request in a timely manner.

F. Nothing in this Section is intended to alter or impact otherwise legally required compliance by any person or entity with the Oklahoma Open Records Act.

11. Force Majeure. Neither party will be liable or responsible to the other party nor be deemed to have materially breached this Agreement for failure or delay in fulfilling or performing

any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, other acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

12. Notices. All notices and other communications required, permitted, or contemplated by this Agreement (“Notices” and each a “Notice”) must be in writing, signed by the party giving the Notice, and sent using the contact information below. Notices must be sent by: (1) hand-delivery in return for a receipt; (2) United States mail with postage prepaid; (3) nationally recognized overnight courier service; or (4) email, so long as the intended recipient acknowledges by email or other writing as having received the Notice (with an automatic “read receipt” not constituting acknowledgment). A Notice is effective on the earlier of: (1) the date of actual delivery; or (2) for mailed Notices (without a return receipt), three business days after the date of mailing. However, if the receipt of Notice is refused, the Notice is effective upon attempted delivery. Either party may change its contact information by notifying the other party as required by this Section.

Notices to The Alliance will be addressed as follows:

The Alliance for Economic Development of Oklahoma City
Attn: Catherine O’Connor, Executive Director
105 North Hudson Avenue, Suite 101
Oklahoma City, Oklahoma 73102
Email Address: cathy.oconnor@theallianceokc.org

Notices to The Authority will be addressed as follows:

Oklahoma City Urban Renewal Authority
Attn: Chairman
204 North Robinson, Suite 2400
Oklahoma City, Oklahoma 73102

With a copy to:

Leslie V. Batchelor
Center for Economic Development Law
301 N. Harvey, Suite 200
Oklahoma City, Oklahoma 73102

13. Termination. Either party may terminate this Agreement (or any portion of it), with or without cause, upon Notice delivered to the other party. If termination is for cause, which includes any impropriety, default, or breach of contract on the part of the non-terminating party, then the terminating party must provide 30 calendar days’ Notice to the other party. If The Authority wishes to terminate this Agreement without cause and for its own convenience, then The Authority must give Notice to The Alliance at least 90 calendar days prior to the termination. If The Alliance wishes to terminate this Agreement without cause and for its own convenience, then The Alliance

must give Notice to The Authority at least 120 calendar days prior to the termination. In the event of any termination, The Alliance must stop all Services as of the date of termination, and return any work product under development (whether complete or incomplete) to The Authority. The Authority will pay The Alliance for all Services properly performed up to the date of termination.

14. Miscellaneous Provisions.

Independent Contractor. The Alliance is and will remain an independent contractor in all respects and not The Authority's agent, representative or employee.

14.1 Relationship of the Parties. This Agreement does not create and will not be construed as creating an agency, partnership, joint venture or employment relationship between the parties. No other person or entity is entitled to rely on this Agreement, receive any benefit from it, or enforce any provision of it against either party.

14.2 Rights and Remedies Cumulative. The rights and remedies granted to the parties in this Agreement are cumulative of every other right or remedy that such party might otherwise have at law or in equity, and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

14.3 Conflict of Interests; Representatives Not Individually Liable. No member, official, or employee of either party will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official, or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is interested, directly or indirectly. No member, official, or employee of either party will be personally liable to the other party with respect to this Agreement.

14.4 Choice of Law; Jurisdiction and Venue. The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply the laws of another jurisdiction) exclusively apply to this Agreement. Any claim arising directly or indirectly from or relating to this Agreement must be filed and maintained exclusively in a court of competent jurisdiction in the state or federal courts located in Oklahoma County, Oklahoma. The parties submit to that jurisdiction and venue for all purposes.

14.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the parties are superseded by this Agreement. This Agreement may not be supplemented or modified except in a written agreement properly executed by the parties. The Exhibit and documents referenced in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement.

14.6 Waiver. The terms of this Agreement may be waived only by a written document executed and delivered by the waiving party to the other party. No course of dealing between the parties, delay in the exercise of any rights under this Agreement, or failure to object to any action or omission constitutes a waiver of any terms of this Agreement. A waiver of any

term of this Agreement will not constitute a continuing waiver of that term.

14.7 Severability. If any provision of this Agreement is determined to be to any extent invalid, illegal, or unenforceable, it will be deemed stricken from this Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the parties' original intent.

14.8 No Presumption as to Drafter. In the construction and interpretation of this Agreement, the rule that a document is to be construed most strictly against the party who prepared it does not apply because both parties participated in its preparation.

14.9 Headings. The headings in this Agreement are for convenience of reference only and do not constitute a part of it or affect its interpretation.

14.10 Counterpart Execution. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

14.11 Survival. The following Sections of this Agreement will survive termination of it: subsection titled *Standard of Care*, Section titled *Indemnity*, subsection titled *Independent Contractor*, and any other Section or subsection that by its nature is intended to survive termination.

14.12 Authority. Each party represents and warrants to the other that: (1) it has full authority and power to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement is fully empowered to do so; and (3) no consent or authorization is necessary from any third party.

[Balance of Page Intentionally Left Blank – Signature Page and Exhibit follow]

Signature Page to Economic Development Services Agreement

The Alliance for Economic Development of Oklahoma City, Inc.,
an Oklahoma not-for-profit corporation

By: _____
Printed Name: Catherine O'Connor
Title: President

Date Executed: _____

Oklahoma City Urban Renewal Authority,
a public body corporate

By: _____
Printed Name: _____
Title: _____

Date Executed: _____

EXHIBIT A
Scope of Work
Provided by
The Alliance for Economic Development of Oklahoma City

The Oklahoma City Urban Renewal Authority (“Authority” or “OCURA”) is retaining the professional services of The Alliance for Economic Development of Oklahoma City (“The Alliance”) to provide the services of an executive director and related professional services necessary and appropriate for the economic development and redevelopment activities of the Authority authorized by the City Council of The City of Oklahoma City (“City”).

The Alliance for Economic Development of Oklahoma City has been established out of recognition of the importance of creating a centralized or single point of contact among the various public entities and private interest engaged in economic development within Oklahoma City. This centralization is expected to reduce unnecessary duplication of services, eliminate confusion to potential developers, and consolidate available financial and professional resources, which should bring greater efficiency to economic development and redevelopment efforts in Oklahoma City. It is deemed advantageous to the Authority to retain The Alliance to coordinate the Authority’s redevelopment activities and assist in effectively integrating those activities with other available economic development tools and incentives available through the participating public entities.

1. **Economic Development Activities.** The Alliance shall provide professional executive leadership, management, administrative, and other services to the Authority to enable that organization to carry out its mission to leverage public investment with private development and utilize incentives and economic tools to encourage development, growth and job creation. Activities can include:
 - Economic Development and Redevelopment in underserved, blighted and/or economically distressed areas throughout Oklahoma City.
 - Develop strategies and make recommendations to attract private investment capital for future economic development and redevelopment projects in Urban Renewal Areas, including the possible creation of a local capital fund that has patient investors interested in broader community goals which are essential to continued development in downtown Oklahoma City.
 - Provide periodic review of economic development policies and make recommendations to the Authority as to possible revisions to policy. Identify opportunities for corridors of development and make recommendations.
 - To the extent administration of the City’s TIF districts is necessary or appropriate to undertake and carry out any urban renewal plan and is consistent the powers granted by law and appropriate City authorizations, implementation and oversight of economic development activities within the TIF project areas and assistance to those authorized entities in the implementation and administration of the TIF districts.
2. **Redevelopment Projects.** The Alliance shall provide professional executive leadership, management, administrative, and other services to the Authority to enable that organization

to carry out its mission to remediate blight and create economic opportunity. These activities include:

- Implementation of urban renewal plan objectives through the remediation of slum and blight; and creation of opportunities to assist low-income communities.
- Review and possible amendment of urban renewal plans to modernize the objectives of the plan and make current implementation strategies.
- Provide community outreach and development services to improve communications with the neighborhoods the Authority is working in.
- Coordination with the City, and in particular the City's Planning Department, on implementation of federal grant programs
- Administration of CDBG funded affordable housing programs in areas designated by the City.

3. **Land Use Planning/Implementation.** Facilitate the implementation of strategies identified in various adopted strategic plans or other land use planning documents insofar as they impact the undertaking of urban renewal projects.

- Provide advice and expertise in economic development and redevelopment issues, including the potential engagement of qualified consultants to provide studies and analysis of possible land use and public-private investment opportunities.
- Meet regularly with Planning Department staff to coordinate the implementation of adopted strategies and projects designed to create enhanced synergy between private and public development.
- Implementation of urban renewal plan objectives in coordination with the implementation of adopted plans.
- Consistent with urban renewal plan authorizations, services necessary for the planning, implementation, and coordination of efforts and programs, including the development of available financing options, to acquire property for purposes of redevelopment.

Exhibit B to Agreement
The Alliance's Insurance Requirements

- Workers' compensation to meet the statutory requirements of the laws of the State of Oklahoma.
- Commercial general liability insurance with bodily injury limits and property damage limits in amounts not less than The Authority's maximum liability under the Governmental Tort Claims Act, 51 Okla. Stat. § 151 *et seq.*, as amended from time to time and that currently are:
 - Property damage limit in an amount not less than \$25,000.00 per claimant for loss, damage to or destruction of property, including consequential damages arising out of a single accident or occurrence
 - All other liability in an amount not less than \$175,000.00 per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence
 - Single occurrence or accident liability in an amount not less than \$1,000,000.00 for any number of claims arising out of a single accident or occurrence
- Automobile liability insurance covering owned, hired, and non-owned vehicles used by The Alliance, with bodily injury limits and property damage limits as follows:
 - Bodily injury liability: \$175,000.00 limit per person; \$1,000,000.00 limit each accident
 - Property damage liability: \$25,000.00 limit each accident
 - Bodily injury and property damage liability: \$1,000,000.00 combined single limit each accident

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Approving Annual Budget for Legal Services between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law for Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

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

The attached is an amendment to the professional services agreement with Center for Economic Development Law, PLLC originally approved in May 2015. The amendment includes a budget for legal services of \$250,000 for fiscal year 2021-22. The previous fiscal year's budget was \$300,000, for an annual decrease of \$50,000.

Recommendation: Approval of Resolution

Attachments: Annual Budget for Legal Services

RESOLUTION NO. _____

**RESOLUTION APPROVING ANNUAL BUDGET FOR LEGAL SERVICES BETWEEN
THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CENTER FOR
ECONOMIC DEVELOPMENT LAW FOR FISCAL YEAR BEGINNING JULY 1, 2021
AND ENDING JUNE 30, 2022**

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

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

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

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

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

WHEREAS, the Executive Director has negotiated a proposed Annual Budget with CEDL for the fiscal year beginning July 1, 2021, and ending June 30, 2022, for continued representation of the Authority in its activities; and

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

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____

was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

**ANNUAL BUDGET FOR LEGAL SERVICES BETWEEN THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE
CENTER FOR ECONOMIC DEVELOPMENT LAW FOR THE FISCAL
YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022**

THIS ANNUAL BUDGET (“Annual Budget”), which supplements and modifies the Agreement for General Counsel Services Agreement between the Oklahoma City Urban Renewal Authority and the Center for Economic Development Law approved by Resolution No. 5702 on May 13, 2015, as amended (“Agreement”), is made and entered into this 16th day of June, 2021, by and between the Authority, a public body corporate created for the benefit of the City of Oklahoma City pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §§ 38-101, *et seq.* (“Authority”) and the Center for Economic Development Law, an Oklahoma professional limited liability company (“CEDL”).

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

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

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

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

SECTION 1. Pursuant to Section 2.B.1. of the Agreement, the parties hereby mutually agree that the annual budget for legal services for fiscal year ending June 30, 2022, shall be \$250,000, less any amounts subject to reimbursement with Community Development Block Grant funds pursuant to any future Community Development Block Grant Services Agreement the parties may enter into during the fiscal year ending June 30, 2022.

SECTION 2. This Annual Budget shall be effective on or as of July 1, 2021.

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

IN WITNESS WHEREOF, the parties to this Annual Budget adopt and approve this Annual Budget this 16th day of July, 2021.

[signature page follows]

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

**CENTER FOR ECONOMIC
DEVELOPMENT LAW, PLLC**

By: _____
J. Larry Nichols, Chairman

By: _____
Leslie V. Batchelor, President

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners of the Oklahoma City Urban Renewal Authority

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Authorizing Advancements for Payment of Certain Costs Incurred by the Oklahoma City Redevelopment Authority and the Oklahoma City Redevelopment Corporation in Connection with Proposed and Approved Projects, and Approving and Ratifying Actions through June 30, 2021

Background: The Oklahoma City Redevelopment Authority ("OCRA"), a public trust, created by Trust Indenture dated May 7, 1985, was organized for the purpose of assisting in the implementation of economic development and redevelopment projects and aiding and providing financial assistance to the Oklahoma City Urban Renewal Authority ("OCURA") in connection with its proposed and approved redevelopment activities. The Oklahoma City Redevelopment Corporation, a not-for-profit corporation ("OCRC"), also organized to aid and financially assist OCURA.

Certain economic development activities are undertaken that require OCRA and OCRC to assist without sufficient funds on hand. As an example, OCRC entered into real estate contracts for authorized purchases which were funded by OCURA. Also, OCURA is administering a planning grant covering both OCURA and OCRA owned historic properties.

Purpose of Agenda Item: The resolution for consideration ratifies and authorizes the use of advancements to OCRA and OCRC to pay costs in connection with proposed and approved redevelopment project activities.

Staff Recommendation: Approval of Resolution

Attachments: None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADVANCEMENTS FOR PAYMENT OF CERTAIN COSTS INCURRED BY THE OKLAHOMA CITY REDEVELOPMENT AUTHORITY AND THE OKLAHOMA CITY REDEVELOPMENT CORPORATION IN CONNECTION WITH PROPOSED AND APPROVED PROJECTS, AND APPROVING AND RATIFYING ACTIONS THROUGH JUNE 30, 2021

WHEREAS, the Oklahoma City Redevelopment Authority, a public trust (“OCRA”), was organized for the purpose of assisting in the implementation of economic development and redevelopment projects and aiding and providing financial assistance to the Oklahoma City Urban Renewal Authority (“Authority”) in connection with its proposed and approved redevelopment activities; and

WHEREAS, the Oklahoma City Redevelopment Corporation, a not-for-profit redevelopment corporation (“OCRC”), was organized for the purpose of aiding and providing financial assistance to the Authority; and

WHEREAS, the Authority is engaged in the planning, undertaking, and implementation of existing and proposed redevelopment projects pursuant to the Oklahoma Redevelopment Law and the Oklahoma Local Development Act; and

WHEREAS, such planning and implementation activities are undertaken at the request of the City of Oklahoma City and include, but are not limited to the Downtown/MAPS Economic Development Plan, the Central Business District Urban Renewal Plan, the Core to Shore Urban Renewal Plan, the Harrison-Walnut Urban Renewal Plan, the MAPS-Sports-Entertainment-Parking Support Redevelopment Plan, the Oklahoma Health Center Economic Development Plan, and other redevelopment activities; and

WHEREAS, there are occasions when the redevelopment objectives of the City of Oklahoma City make it necessary or appropriate for OCRA and/or OCRC to conduct activities for which they have insufficient funds on hand; and

WHEREAS, it is appropriate and desirable to authorize advancements of funds from the Authority for payment of costs incurred by OCRA and OCRC in connection with proposed and approved redevelopment activities, and to confirm and ratify prior transactions through June 30, 2021.

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

1. Prior advancements and transfer of funds from the Authority to OCRA and OCRC through June 30, 2021, in connection with planning and implementation of redevelopment projects are ratified and approved.

2. Additional advancements of funds from the Authority to OCRA and OCRC to pay costs authorized by the Board of Trustees of OCRA in connection with planning and implementation of redevelopment project activities pursuant to project plans are authorized and approved.
3. To the extent that reimbursement is obtained by OCRA or OCRC for any advancements or loans, OCRA or OCRC, as appropriate, shall repay the Authority without interest.
4. Actions of the Officers, the Executive Director, and Legal Counsel of OCRA and OCRC taken with regard to the activities described above are authorized, approved, and ratified through June 30, 2021.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

OKLAHOMA CITY

URBAN RENEWAL AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: June 16, 2021
Ref: Resolution Accepting the Proposal by HSPG & Associates to Provide an Audit of Accounts for the Fiscal Year Ending June 30, 2021

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

HSPG & Associates has submitted a proposal to audit the activities of OCURA for the fiscal year ending June 30, 2021 for Twenty-five Thousand, Three Hundred Fifty Dollars (\$25,300), which includes compliance testing for one major program to be audited under CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CFR Part 200 requires non-federal entities that expend \$750,000 or more in Federal awards during their fiscal year to have a single audit. OCURA receives Community Development Block Grant and HOME funds from the City of Oklahoma City and has been required to obtain a single audit in past years.

The current proposal reflects an \$830 increase in fees over the previous fiscal year.

Purpose of Agenda Item: The resolution for consideration approves the acceptance of the proposal by HSPG & Associates to audit the activities of OCURA for the fiscal year ending June 30, 2021, for Twenty-Five Thousand, Three Hundred Dollars (\$25,300).

Staff Recommendation: Approval of Resolution

Attachments: HSPG & Associates Engagement Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROPOSAL BY HSPG & ASSOCIATES, PC, TO PROVIDE AN AUDIT OF ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2021

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

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

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

WHEREAS, in response to an invitation for audit proposals, the Authority received a proposal from HSPG & Associates, PC, to audit the financial activities of the Authority for the fiscal year ending June 30, 2021 and

WHEREAS, it is appropriate and desirable to accept the proposal from HSPG & Associates, PC, to audit the financial activities of the Authority for the fiscal year ending June 30, 2021, for an amount not to exceed Twenty-Five Thousand, Three Hundred Dollars (\$25,300.00); and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to accept the proposal submitted by HSPG & Associates, PC, to audit the financial activities of the Authority for the fiscal year ending June 30, 2021.

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

1. The proposal by HSPG & Associates, PC, to audit the financial activities of the Authority for the fiscal year ending June 30, 2021, for an amount not to exceed Twenty-Five Thousand, Three Hundred Dollars (\$25,300.00), is hereby accepted and approved.
2. The Officers, Executive Director, and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431

West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)



June 3, 2021

Audit Committee and Board of Commissioners
Ms. Catherine O'Connor, Executive Director
Ms. Geri Harlan, Chief Financial Officer
Oklahoma City Urban Renewal Authority
Oklahoma City, OK

We are pleased to confirm our understanding of the services we are to provide the Oklahoma City Urban Renewal Authority (OCURA) for the year ended June 30, 2021. We will audit the modified cash basis financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements, of OCURA as of and for the year ended June 30, 2021.

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

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

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

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

HSPG & ASSOCIATES, PC

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

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of OCURA. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

Audit Procedures—Compliance

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

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

Other Services

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

Management Responsibilities

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

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

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

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

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

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

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the

financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

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

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

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

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

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

We expect to begin our audit as soon as possible and to issue our reports no later than December 1, 2021. Patrick Hollingsworth is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$25,300. This fee includes compliance testing over one major program in accordance with the Uniform Guidance. Each additional major program will be \$4,200. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Sincerely

HSPG & Associates, P.C.

HSPG & Associates, P.C.

RESPONSE:

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

Management signature: _____

Title: _____

Governance Signature: _____

Title: _____

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners of the Oklahoma City Urban Renewal Authority

From: Catherine O'Connor, Executive Director

Date: June 16, 2021

Ref: Resolution Approving a Budget for the Period of July 1, 2021 through June 30, 2022

Background: The proposed annual budget was prepared under the direction of the Executive Director and is presented to the Board of Commissioners for consideration and adoption. This year's budget includes projected expenses and revenues based on past experience and anticipated changes for the new fiscal year for all of the projects and activities under OCURA's management. For the coming year, OCURA's Community Development Block Grant Income is projected to be \$1,400,000. The remainder of the Authority's budgeted income includes Real Estate Sales of \$1,490,000, Rental Income of \$655,000 and Interest Income.

Total expenses are projected to be \$3,808,000. Major expense categories include General and Administrative of \$1,115,000, Property Management of \$483,000, Legal and Other Professional Fees of \$450,000, Acquisition of \$150,000, Disposition of \$200,000, Site Improvements of \$600,000 and Payments to the City of Oklahoma City of \$750,000.

Purpose of Agenda Item: The resolution approves the proposed FY 2020-2022.

Staff Recommendation: Approval of Resolution

Attachments: FY 2021-2022 Budget

RESOLUTION NO. _____

**RESOLUTION APPROVING A BUDGET FOR THE PERIOD OF JULY 1, 2021,
THROUGH JUNE 30, 2022**

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

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

WHEREAS, the Authority utilizes several sources of funding, including but not limited to federal funds administered through The City of Oklahoma City (City”), close-out funds, and disposition proceeds; and

WHEREAS, the City and the Authority have previously entered into annual operating agreements for achieving certain eligible Community Development Block Grant activities, and funding will be available to the Authority, pending approval of the Department of Housing and Urban Development, for acquisition, clearance, site improvements, maintenance, overall management, and sundry costs associated with the delivery of such activities for the period of July 1, 2021, through June 30, 2022; and

WHEREAS, funding sources through other than the Community Development Block Grant program will also be available to the Authority for activities for the period of July 1, 2021, through June 30, 2022; and

WHEREAS, it is appropriate and desirable to adopt and approve a budget for the period of July 1, 2021, through June 30, 2022, and to authorize the Executive Director to make minor adjustments to the budget in order to make expenditures that are necessary and appropriate to ensure sound management and administration of the Authority, compliance with all applicable laws, and efficiency and effectiveness in carrying out the redevelopment objectives of the Authority and the City.

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

1. The attached budget reflecting the anticipated needs for the period of July 1, 2021, through June 30, 2022, is hereby adopted and approved.
2. The Executive Director is hereby authorized to make minor adjustments to the budget in order to make expenditures that are necessary and appropriate to ensure sound management and administration of the Authority, compliance with all applicable laws, and increased efficiency and effectiveness in carrying out the redevelopment objectives of the Authority and the City.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

Oklahoma City Urban Renewal Authority

	Proposed Budget FY 2021/22	Approved Budget FY 2020/21	Annual Budget Diff.
<u>Revenue</u>			
CDBG Income	1,400,000	1,400,000	-
Rental Income	25,000	25,000	-
Rental Income - Bass Pro	630,000	630,000	-
Real Estate Sales	1,490,000	4,450,000	(2,960,000)
Real Estate Sales - CDBG/HOME	-	500,000	(500,000)
Interest Income	5,000	40,000	(35,000)
Other Income	-	-	-
Total Revenue	3,550,000	7,045,000	(3,495,000)
<u>Expenses</u>			
General & Administrative			
Alliance Management Contract	900,000	800,000	100,000
Insurance	35,000	35,000	-
Insurance - Bass Pro	75,000	75,000	-
Rent	65,000	50,000	15,000
Office Expense	30,000	30,000	-
Other	10,000	10,000	-
Total General & Administrative	1,115,000	1,000,000	115,000
Property Management			
Salaries & Benefits	255,000	285,000	(30,000)
Common Area Maintenance - Bass Pro	135,000	75,000	60,000
Contract Maintenance	-	-	-
Supplies & Utilities	10,000	10,000	-
Mowing Equipment & Repairs	25,000	25,000	-
Waste Disposal	15,000	12,000	3,000
Fuel	8,000	8,000	-
Insurance	35,000	35,000	-
Total Property Management	483,000	450,000	33,000
Legal Fees	250,000	300,000	(50,000)
Other Professional Fees	200,000	200,000	-
BID/SID Assessments & Other	60,000	60,000	-
Acquisition	150,000	150,000	-
Disposition	200,000	300,000	(100,000)
Site Clearance & Improvements	600,000	400,000	200,000
Payments to the City of OKC - CDBG	400,000	-	400,000
Payments to the City of OKC - Bass Pro	350,000	300,000	50,000
Total Expenses	3,808,000	3,160,000	648,000
Surfeit/Deficit	(258,000)	3,885,000	(4,143,000)

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

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2020-21</u>
Assets										
Cash	1,855,824	32,703	723,217	-	-	352,943	181,259	922,816	4,068,763	
Investments	492,000	-	-	-	-	245,000	-	-	737,000	
Accounts Receivable	-	17,189	-	-	-	-	-	-	17,189	
Due from Other Governmental Entities	-	119,686	-	-	-	401,295	-	-	520,981	
Due from (to) Other Funds	528,056	(169,497)	(100,210)	(13,831)	(244,519)	-	-	-	-	
Total Assets	2,875,881	80	623,008	(13,831)	(244,519)	999,238	181,259	922,816	5,343,932	
Liabilities and Fund Balances										
Accounts Payable	-	80	-	-	-	-	-	-	80	
Deposits	900	-	25,000	-	-	-	-	-	25,900	
Total Liabilities	900	80	25,000	-	-	-	-	-	25,980	
Total Fund Balances	2,874,981	-	598,008	(13,831)	(244,519)	999,238	181,259	922,816	5,317,952	
Total Liabilities and Fund Balances	2,875,881	80	623,008	(13,831)	(244,519)	999,238	181,259	922,816	5,343,932	
Revenues										
Grant Revenues - CDBG	274,970	-	-	-	395,587	-	-	-	670,557	1,400,000
Grant Revenues - Other	-	-	-	-	-	37,500	-	-	37,500	-
Lease Revenues	3,475	-	-	16,087	933	-	-	471,903	492,398	655,000
Real Estate Sales	1,965,901	-	6	-	-	-	-	-	1,965,908	4,950,000
Interest	17,258	-	50	-	-	7,934	34	-	25,276	40,000
Other	28,197	-	-	-	-	-	-	-	28,197	-
Total Revenues	2,289,802	-	56	16,087	396,520	45,434	34	471,903	3,219,837	7,045,000
Expenditures										
General and Administrative	475,898	-	62,825	7,999	58,700	4,243	-	75,657	685,321	1,000,000
Real Estate Acquisition	106,531	-	615	-	-	423,712	-	-	530,858	150,000
Real Estate Disposition	444,637	-	-	-	3,200	18,945	-	-	466,782	300,000
Site Clearance/Improvements	-	-	-	-	425,959	-	-	-	425,959	400,000
Legal	62,055	-	13,120	12,972	30,248	-	-	1,675	120,070	300,000
Other Professional	9,768	-	36,267	-	-	12,500	4,397	-	62,932	200,000
Property Management	223,260	-	8,934	-	65,222	-	-	114,744	412,159	450,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	300,000
Other	141,495	-	-	8,947	57,710	-	-	10,479	218,631	60,000
Total Expenditures	1,463,644	-	121,761	29,917	641,039	459,399	4,397	202,555	2,922,713	3,160,000
Changes in Fund Balance	826,158	-	(121,705)	(13,831)	(244,519)	(413,966)	(4,363)	269,348	297,124	3,885,000
Fund Balance, Beginning of Year	2,048,823	-	719,712	-	-	1,413,204	185,622	653,468	5,020,829	
Fund Balance, Current	2,874,981	-	598,008	(13,831)	(244,519)	999,238	181,259	922,816	5,317,952	

Unaudited - For Management Use Only

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

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets									
Cash	1,855,824	32,703	723,217	-	-	352,943	181,259	922,816	4,068,763
Investments	492,000	-	-	-	-	245,000	-	-	737,000
Accounts Receivable	-	17,189	-	-	-	-	-	-	17,189
Due from Other Governmental Entities	-	119,686	-	-	-	401,295	-	-	520,981
Due from (to) Other Funds	528,056	(169,497)	(100,210)	(13,831)	(244,519)	-	-	-	-
Total Assets	2,875,881	80	623,008	(13,831)	(244,519)	999,238	181,259	922,816	5,343,932
Liabilities and Fund Balances									
Accounts Payable	-	80	-	-	-	-	-	-	80
Deposits	900	-	25,000	-	-	-	-	-	25,900
Total Liabilities	900	80	25,000	-	-	-	-	-	25,980
Total Fund Balances	2,874,981	-	598,008	(13,831)	(244,519)	999,238	181,259	922,816	5,317,952
Total Liabilities and Fund Balances	2,875,881	80	623,008	(13,831)	(244,519)	999,238	181,259	922,816	5,343,932
Revenues									
Grant Revenues - CDBG	274,970	-	-	-	9,728	-	-	-	284,698
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	1,675	-	-	1,667	-	-	-	52,434	55,775
Real Estate Sales	-	-	-	-	-	-	-	-	-
Interest	-	-	6	-	-	-	1	-	7
Other	25,120	-	-	-	-	-	-	-	25,120
Total Revenues	301,765	-	6	1,667	9,728	-	1	52,434	365,601
Expenditures									
General and Administrative	51,766	-	3,368	-	11,553	29	-	-	66,716
Real Estate Acquisition	25,000	-	-	-	-	-	-	-	25,000
Real Estate Disposition	29,602	-	-	-	-	-	-	-	29,602
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	7,519	-	-	-	13,681	-	-	-	21,199
Other Professional	-	-	-	-	-	-	-	-	-
Property Management	33,583	-	1,021	-	92	-	-	10,802	45,498
Payments to the City of OKC	-	-	-	-	-	-	-	-	-
Other	13,620	-	-	-	1,000	-	-	-	14,620
Total Expenditures	161,089	-	4,389	-	26,326	29	-	10,802	202,635
Changes in Fund Balance	140,676	-	(4,383)	1,667	(16,598)	(29)	1	41,632	162,966
Fund Balance, Beginning of Period	2,734,304	-	602,391	(15,497)	(227,921)	999,267	181,258	881,185	5,154,987
Fund Balance, Current	2,874,981	-	598,008	(13,831)	(244,519)	999,238	181,259	922,816	5,317,952

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the One Month Ending February 28, 2021

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets									
Cash	1,708,178	65,889	723,936	-	-	352,972	181,258	881,185	3,913,417
Investments	492,000	-	-	-	-	245,000	-	-	737,000
Accounts Receivable	-	18,348	-	-	-	-	-	-	18,348
Due from Other Governmental Entities	-	110,577	-	-	-	401,295	-	-	511,872
Due from (to) Other Funds	535,027	(195,063)	(96,545)	(15,497)	(227,921)	-	-	-	-
Total Assets	2,735,204	(250)	627,391	(15,497)	(227,921)	999,267	181,258	881,185	5,180,637
Liabilities and Fund Balances									
Accounts Payable	-	(250)	-	-	-	-	-	-	(250)
Deposits	900	-	25,000	-	-	-	-	-	25,900
Total Liabilities	900	(250)	25,000	-	-	-	-	-	25,650
Total Fund Balances	2,734,304	-	602,391	(15,497)	(227,921)	999,267	181,258	881,185	5,154,987
Total Liabilities and Fund Balances	2,735,204	(250)	627,391	(15,497)	(227,921)	999,267	181,258	881,185	5,180,637
Revenues									
Grant Revenues - CDBG	-	-	-	-	385,859	-	-	-	385,859
Grant Revenues - Other	-	-	-	-	-	-	-	-	-
Lease Revenues	225	-	-	5,543	-	-	-	104,867	110,636
Real Estate Sales	236,250	-	-	-	-	-	-	-	236,250
Interest	2,100	-	6	-	-	-	3	-	2,108
Other	-	-	-	-	-	-	-	-	-
Total Revenues	238,575	-	6	5,543	385,859	-	3	104,867	734,853
Expenditures									
General and Administrative	51,132	-	6,240	-	5,995	-	-	-	63,367
Real Estate Acquisition	-	-	-	-	-	-	-	-	-
Real Estate Disposition	22,533	-	-	-	-	-	-	-	22,533
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-
Legal	13,142	-	-	125	6,945	-	-	-	20,212
Other Professional	-	-	34,616	-	-	-	-	-	34,616
Property Management	31,852	-	-	-	86	-	-	10,802	42,741
Payments to the City of OKC	-	-	-	-	-	-	-	-	-
Other	6,871	-	-	-	2,000	-	-	-	8,871
Total Expenditures	125,530	-	40,856	125	15,026	-	-	10,802	192,340
Changes in Fund Balance	113,044	-	(40,850)	5,418	370,833	-	3	94,065	542,513
Fund Balance, Beginning of Period	2,621,260	-	643,241	(20,916)	(598,754)	999,267	181,255	787,119	4,612,473
Fund Balance, Current	2,734,304	-	602,391	(15,497)	(227,921)	999,267	181,258	881,185	5,154,987

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

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
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
Ally Bank CD	1.70%	01/31/22	01/30/20	245,000
Total Investments	2.35%			737,000