

AGENDA
REGULAR MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, OCTOBER 19, 2016
CONFERENCE ROOM
431 WEST MAIN, SUITE B
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting held on Wednesday, September 21, 2016

CORE TO SHORE

5. Resolution No. _____ Approving a Contract for Sale of Land and Redevelopment with OKCDT Enterprise, LLC, for the Redevelopment of Property West of Shields Boulevard Between Southwest 4th Street and Southwest 5th Street, Core to Shore Urban Renewal Plan

HARRISON/WALNUT

6. Resolution No. _____ Consenting to Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment for Phase II of the Redevelopment of the Property Bounded Generally by Northeast 4th Street, Northeast 7th Street, North Kelley Avenue, and North Stonewall Avenue, Harrison-Walnut Urban Renewal Plan and University Medical Center Urban Renewal Plan

GENERAL

7. Resolution No. _____ Approving a Community Development Block Grant Services Agreement Between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City, Inc. for the Management of The CDBG Program in Accordance with the CDBG Operating Agreement between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City for Fiscal Year 2016–2017
8. Presentation of Interim Financial Report for the Period Ending August 31, 2016
9. Staff Report
10. Citizens to be heard
11. Adjournment

POSTED at the offices of the City Clerk, Oklahoma City Urban Renewal Authority and at 431 West Main, Suite B by 10:30 a.m. on Tuesday, October 18, 2016 by Pam Lunnon, Executive Assistant

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, September 21, 2016 at 10:32 a.m. in the conference room located at 431 West Main; Suite B; Oklahoma City, Oklahoma 73102.

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

Mr. J. Larry Nichols
Mr. James R. Tolbert
Mr. Mark Beffort
Ms. Mary Mélon

Commissioners Absent:

Mr. Russell M. Perry

Staff Members Present:

Catherine O’Connor, Executive Director
Dan Batchelor, OCURA General Counsel, CEDL
Leslie Batchelor, OCURA Associate General Counsel, CEDL
Emily Pomeroy, CEDL
Geri Kenfield, The Alliance for Economic Development of Oklahoma City
Cassi Poor, The Alliance for Economic Development of Oklahoma City
Neila Crank-Clements, The Alliance for Economic Development of Oklahoma City
Michael Owens, The Alliance for Economic Development of Oklahoma City
Pam Lunnon, The Alliance for Economic Development of Oklahoma City

Others Present:

Steve Lackmeyer, The Oklahoman
Ron Bradshaw, Colony Partners
Jason Bradshaw, Colony Partners
Jeremy Gardner, Gardner Architects
Mark Ruffin, Precor Ruffin Properties, LLC
Kip Reiswig, John B. Davis & Associates
John David, John B. Davis & Associates
Kenyon Morgan, Kenyon Morgan Architects

The Chairman requested a motion to approve the circulated minutes of the Regular and

OCURA Board of Commissioners, Wednesday, Sept. 21, 2016

Annual Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, July 20, 2016 at 10:30 a.m.

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

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

Minutes Adopted

The Chairman introduced the following resolutions:

GENERAL

Annual Report Presentation

Presentation given by Cathy O'Connor on the Annual Report.

Amended Budget

Presentation given by Geri Kenfield on Amended Budget.

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

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

Budget Amended

Resolution No. 5767 entitled:

“Adding Certain Acquisition and Relocation Services Providers and Land Title Examination and Title Insurance Services Providers to the Approved Vendors List for Professional Services Providers”

OCURA Board of Commissioners, Wednesday, Sept. 21, 2016

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

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

Resolution Adopted

Resolution No. 5768 entitled:

“Adopting the Policies and Procedures for Residential and Commercial Acquisition and Relocation Services of the Oklahoma City Urban Renewal Authority”

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

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

Resolution Adopted

NORTHEAST RENAISSANCE

Resolution No. 5769 entitled:

“Authorizing the Acquisition of Three Parcels of Real Property by Negotiation or by Exercise of Eminent Domain, if Necessary, Northeast Renaissance Urban Renewal Plan”

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

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

Resolution Adopted

OCURA Board of Commissioners, Wednesday, Sept. 21, 2016

HARRISON/WALNUT

Resolution No. 5770 entitled:

“Ratifying Approval of Submittals Made by The Hill at Bricktown, L.L.C. for Block 5 and Common Area R and Approving the Twelfth Amendment to the Contract for Sale of Land and Redevelopment Between the Oklahoma City Urban Renewal Authority and The Hill at Bricktown, L.L.C., Harrison-Walnut Urban Renewal”

John Davis, John B. Davis & Associates made a few comments on the above project.

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

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

Resolution Adopted

Resolution No. 5771 entitled:

“Approving Schematic Design Studies and Authorizing the Executive Director to Approve Design Development Documents, Construction Documents, Landscape Plans, and Evidence of Financing to be Submitted by Colony – Page Woodson, LLC for Phase II of the Redevelopment of the Property Bounded Generally by Northeast 4th Street, Northeast 7th Street, North Kelley Avenue, and North Stonewall Avenue, Harrison-Walnut Urban Renewal Plan and University Medical Center Urban Renewal Plan”

Ron Bradshaw and Jason Bradshaw, Colony Partners and Jeremy Gardner, Gardner Architects made a few comments on the above project.

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

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

Resolution Adopted

OCURA Board of Commissioners, Wednesday, Sept. 21, 2016

CENTRAL BUSINESS DISTRICT

Resolution No. 5772 entitled:

“Conditionally Designating a Redeveloper for Property at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, constituting a Portion of Redevelopment Parcel Nos. 1-1, 1-2, and 1-7, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)”

Mark Ruffin, Precor Ruffin Properties, LLC made a few comments about the above project.

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

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

Resolution Adopted

MAPS SPORTS ENTERTAINMENT PARKING

Resolution No. 5773 entitled:

“Approving and Authorizing the Executive Director to Finalize and Execute the First Amendment to the Operating Agreement Between the Oklahoma City Urban Renewal Authority and the City of Oklahoma City, Oklahoma for the Development, Operation, and Maintenance of the Bass Pro Outdoor World, L.L.C. Building, Pursuant to the Maps Sports-Entertainment-Parking Support Redevelopment Plan, as Amended”

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

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

Resolution Adopted

OCURA Board of Commissioners, Wednesday, Sept. 21, 2016

JFK PROJECT AREA

Resolution No. 5774 entitled:

“Authorizing Acceptance of Publicly Owned Property and Voluntary Acquisition of Property upon Owner Request, John F. Kennedy Urban Renewal Plan, Oklahoma R-35”

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

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

Resolution Adopted

Financial Report

Ms. Kenfield presented the financial reports through July 31, 2016

Staff Report

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

Secretary

OCURA Board of Commissioners, Wednesday, Sept. 21, 2016

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: October 19, 2016
Ref: Resolution approving a Contract for Sale of Land and Redevelopment with OKCDT Enterprise, LLC, for the Redevelopment of Property West of Shields Boulevard between Southwest 4th Street and Southwest 5th Street, Core to Shore Urban Renewal Plan

Background: OCURA is engaged in carrying out the Core to Shore Urban Renewal Plan. The City owns property located on the southwest corner of Southwest 4th Street and Shields Boulevard ("4th Street Property"). The American Motel Investors, Inc., of which Andy Patel is the sole principal, owns the property immediately south of the 4th Street Property ("5th Street Property"). Another entity of which Andy Patel is the sole principal, OKCDT Enterprises, LLC, wishes to purchase from the Authority the 4th Street Property and develop it, along with the 5th Street Property, pursuant to an owner participation agreement and contract for sale of land and redevelopment, as authorized by the Urban Renewal Plan. The Executive Director of the OCURA, along with Legal Counsel, has negotiated the terms of a proposed Contract for Sale of Land and Redevelopment between OCURA and OKCDT Enterprises, LLC for the development of a select-service hotel on the 4th Street Property and the 5th Street Property. The Redevelopment Agreement is subject to the transfer of the 4th Street Property from the City to OCURA.

Purpose of Agenda Item: The proposed resolution approves the proposed Contract for Sale of Land and Redevelopment Agreement with the Redeveloper.

Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR SALE OF LAND AND REDEVELOPMENT WITH OKCDT ENTERPRISE, LLC, FOR THE REDEVELOPMENT OF PROPERTY WEST OF SHIELDS BOULEVARD BETWEEN SOUTHWEST 4TH STREET AND SOUTHWEST 5TH STREET, CORE TO SHORE URBAN RENEWAL PLAN

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is engaged in carrying out the Core to Shore 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, through its acquisition efforts consistent with the Urban Renewal Plan, owns or will own, by transfer from the City, certain property located on the southwest corner of Southwest 4th Street and Shields Boulevard (“4th Street Property”); and

WHEREAS, The American Motel Investors, Inc., of which Andy Patel is the sole principal, owns the property immediate south of the 4th Street Property (“5th Street Property”); and

WHEREAS, another entity of which Andy Patel is the sole principal, OKCDT Enterprises, LLC, wishes to purchase from the Authority the 4th Street Property and develop it, along with the 5th Street Property, pursuant to an owner participation agreement and contract for sale of land and redevelopment, as authorized by the Urban Renewal Plan; and

WHEREAS, the Executive Director of the Authority, along with Legal Counsel, has negotiated the terms of a proposed Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) between the Authority and OKCDT Enterprises, LLC (“Redeveloper”) for the development of a select-service hotel on the 4th Street Property and the 5th Street Property (collectively, the “Property”); and

WHEREAS, the Redevelopment Agreement is subject to the transfer of the 4th Street Property from the City to the Authority; and

WHEREAS, the proposed purchase price contained in the Redevelopment Agreement for the 4th Street Property is determined to be not less than the fair value of such property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and objectives assumed by the Redeveloper; and

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

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 for the redevelopment of the Property is hereby approved.
2. The purchase price for the 4th Street Property contained in the Redevelopment Agreement is determined to be not less than the fair value of such property for uses in accordance with the Urban Renewal Plan and the Redevelopment Agreement.
3. The Executive Director and Legal Counsel of the Authority are authorized to finalize and execute or caused to be executed the Redevelopment Agreement and other related documents, including but not limited to an Early Entry Agreement, and take such actions as may be necessary or appropriate to implement the Redevelopment Agreement and such other related documents, including approval of amendments, corrections, and clarifications thereof, and to incur costs and approve contracts for surveys, approvals, market studies, title, and financing related expenses, and other related contracts which are appropriate to performing the terms of the Redevelopment Agreement.

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **19th day of October, 2016**; 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

OKCDT ENTERPRISE, LLC

PREPARED BY:

The Oklahoma City Urban Renewal Authority
J. Larry Nichols, Chairman
James R. Tolbert
Russell M. Perry
Mary Mélon
Mark Beffort

Catherine O'Connor, Executive Director

With the Assistance of:



**CENTER FOR ECONOMIC
DEVELOPMENT LAW**

301 N. Harvey, Suite 100
Oklahoma City, Oklahoma 73102
(405) 232-4606
www.econlaw.com

**PART I
TABLE OF CONTENTS**

WITNESSETH..... 1

SECTION 1. SCOPE OF REDEVELOPMENT AND CONSIDERATION..... 4

 A. Project Scope4

 B. Property Subject to Redevelopment4

 C. Sale; Purchase Price.....5

 D. Relationship of the Parties.....5

 E. Redeveloper’s Responsibility to Maintain the Redevelopment Site.....5

SECTION 2. CONVEYANCE OF THE PROPERTY 5

 A. Form of Deed; Other Closing Deliveries5

 B. Time and Place for Delivery of Deed6

 C. Apportionment of Property Taxes; Other Prorations6

 D. Recordation of Deed; Closing Costs6

 E. Title Evidence6

 F. Property Access7

 G. Survey; Environmental Reports7

SECTION 3. GOOD-FAITH DEPOSIT 7

 A. Amount.....7

 B. Interest7

 C. Application to Purchase Price.....7

 D. Retention by Authority7

 E. Return to Redeveloper.....7

SECTION 4. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS 7

SECTION 5. CONDITIONS PRECEDENT TO CLOSING; TIMES FOR CERTAIN ACTIONS 8

 A. Submission of Schematic Design Studies.....8

 B. Submission of Design Development Documents8

 C. Submission of Landscaping Plans.....8

 D. Submission of Construction Documents.....8

 E. Submission of Evidence of Financing Capacity9

 F. Schedule of Submissions. The Redeveloper shall make the submissions required by this Section 5 no later than the dates provided in9

 G. Submission of Corrected Construction Documents9

 H. Maximum Time for Approved Construction Documents.....9

 I. Change in Construction Documents9

SECTION 6. PERIOD OF DURATION OF COVENANTS 9

SECTION 7. NOTICES AND DEMANDS..... 10
SECTION 8. APPLICABLE LAND USE PROVISIONS..... 10
SECTION 9. TIME EXTENSIONS 11
SECTION 10. RIGHTS ESTABLISHED..... 11
SECTION 11. COUNTERPARTS 11
SECTION 12. PERMITTED TRANSFERS 11

DRAFT

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

and

OKCDT ENTERPRISE, LLC

PART I

THIS CONTRACT FOR SALE OF LAND AND REDEVELOPMENT, consisting of this Part I and Part II annexed hereto and made a part hereof (which Part I and Part II together hereinafter called the “Agreement”) is made on or as of this ___ day of _____, 2016, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY**, an Oklahoma public body corporate (which, together with any successor corporation, public body, or officer hereafter designated by or pursuant to law, hereinafter called the “Authority”), established pursuant to the Urban Renewal Act of the State of Oklahoma, 11 O.S. §38-101, *et seq.* (the “Urban Renewal Act”), and having its office at 105 North Hudson Avenue, Suite 101, Oklahoma City, Oklahoma 73102, and **OKCDT ENTERPRISE, LLC**, an Oklahoma limited liability company (the “Redeveloper”), and having a mailing address of 704 South Sweetgum Avenue, Broken Arrow, Oklahoma 74012.

WITNESSETH:

A. WHEREAS, in furtherance of the objectives of the Urban Renewal 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 (the “City”), and in this connection is engaged in implementation of the Core to Shore Urban Renewal Plan, as amended (the “Urban Renewal Plan”); and

B. WHEREAS, the principal objectives of the Urban Renewal Plan include the return of underutilized land south of the Central Business District to economic productivity and mixed-use developments to support a new convention center and new central park; and

C. WHEREAS, the Redeveloper owns property located in the Core to Shore Urban Renewal Area and wishes to redevelop it, along with a parcel of property to be owned by the Authority, pursuant to an owner participation agreement authorized by the Urban Renewal Plan; and

D. WHEREAS, the Authority, through its acquisition efforts consistent with the Urban Renewal Plan, owns or will own through transfer by the City the property located immediately north of the Redeveloper’s property; and

E. WHEREAS, the Redeveloper proposes the development of a hotel with connections to the new convention center, public plazas, the relocated Boulevard Avenue, and the new central park; and

F. WHEREAS, the development presents an opportunity to provide infill development to contribute to the creation of a new urban community contemplated by the Urban Renewal Plan; and

G. WHEREAS, the Redeveloper is willing to acquire certain property from the Authority, and to redevelop such property and its own property in accordance with the Urban Renewal Plan, and the terms, conditions, and obligations contained in this Agreement.

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:

DEFINITIONS:

The following terms used in Part I and Part II of this Agreement shall have the meanings indicated below:

“Approved Title Exceptions” – The exceptions to fee simple title to the Property which are listed as exceptions in the Title Commitment, as approved, or waived as a Title Objection by the Redeveloper.

“Authority” – Oklahoma City Urban Renewal Authority.

“City” – The City of Oklahoma City.

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

“Closing Date” – Unless earlier agreed in writing by the Authority and the Redeveloper, a date which is not later than thirty (30) days from satisfaction of the conditions precedent described in this Agreement, with the exact time for Closing to be designated by the Authority by written notice to the Redeveloper, with respect to the Property.

“Closing Statement” – The document prepared by the Title Company to be duly executed by the Redeveloper and the Authority at Closing to record the proration of receipts and disbursements relating to the Property, the payment of the costs of performing this Agreement, and the adjustments to the Purchase Price.

“Commencement Date” – The date on or before which the Redeveloper shall commence construction of the Improvements, in accordance with Part I, Section 4 hereof.

“Completion Date” – The date on or before which the Redeveloper shall complete construction of the Improvements, in accordance with Part I, Section 4 hereof.

“Construction Documents” – See Part I, Section 5(D) and Part II, Section 301.

“Deed” – Special warranty deed in substantially the form of Schedule C to be duly executed and acknowledged by the Authority and the Redeveloper and delivered at Closing.

“Design Development Documents” – See Section 5(B).

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

“Exception Documents” – The documents which create exceptions to the coverage provided by, or requirements for, issuance of the Title Policy.

“Improvements” – Those certain specific improvements to be constructed, erected, or installed on the Redevelopment Site by, or on the behalf of, the Redeveloper, including, without limitation, buildings, structured parking, adjacent surface parking, exterior lighting, landscaping, and such other structures or improvements of any kind whatsoever, whether above or below grade, including, but not limited to, utility installations, storage areas, loading areas, walkways, sidewalks, fences, walls, poles, driveways, roadways, signage, site grading and any other exterior additions, changes or alterations thereto all implemented in accordance with the Urban Renewal Plan and the Construction Documents approved by the Authority. Improvements include, but are not limited to, the construction of a full service hotel with approximately 120 rooms and connections to surrounding developments, public streets, and new central park.

“Landscaping Plans” – See Section 5(C).

“Permitted Title Exceptions” – The Permitted Title Exceptions are initially listed on Schedule D attached hereto and made a part hereof, and will be updated and revised on or before Closing to reflect any additional matters or exceptions to fee simple title to the Property which are listed as exceptions in the Title Commitment, as approved, or waived as a Title Objection by the Redeveloper.

“Property” – The land, currently owned by the City and to be acquired by the Authority, within the Redevelopment Site, described on Schedule B and depicted on Schedule B-1, together with any improvements situated on such land, and all rights, privileges, easements, licenses, rights-of-way, hereditaments and appurtenances to such land; less and except all oil, gas and other mineral interests lying in, to or under the Property previously reserved or conveyed of record.

“Purchase Price” – The amount to be paid by the Redeveloper to purchase the Property. The Purchase Price is agreed to be as follows, with exact square footage to be determined by survey to be completed prior to Closing: \$41.10 per square foot for the ____ square feet, totaling \$_____, and \$_____ [an amount not to exceed \$4850.00].

“Redeveloper” – OKCDT Enterprise, LLC.

“Redevelopment Site” – The land described on Schedule A and depicted on Schedule A-1, upon which the Improvements are to be made.

“Schematic Design Studies” – See Section 5(A).

“Survey” – An ALTA survey of the Property prepared by a registered land surveyor mutually selected and agreed upon by the Authority and the Redeveloper showing, at a minimum, the boundaries of the Property, the exact legal description thereof, the north direction, the location of all improvements, existing easements, the location and extent of any encroachments upon or by the Property, all utility service lines shown at the perimeter of the Property, and the Total Acres within the Property. The legal description of the Property prepared by such surveyor will be used to describe the Property in the instruments prepared and used to close the transaction contemplated hereby.

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

“Title Company” – American Eagle Title Group, 421 NW 13th Street, Suite 320, Oklahoma City, Oklahoma 73103, or such other company as may be requested by the Redeveloper and approved by the Authority.

“Title Insurer” – First American Title Insurance Company, acting through the Title Company, or such other insurer as may be requested by the Redeveloper and approved by the Authority.

“Title Objections” – The Redeveloper’s objections, if any, to the status of title to the Property.

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

“Total Acres” – The total gross acreage of the Property computed to the nearest one-ten thousandth (1/10,000th) of an acre, which computation will include, without limitation, the sum of the total acreage of real property lying within and under, computed to the center line thereof, all public and private roadways, easements and rights-of-way, opened or proposed, located upon or appurtenant to the Property.

“Urban Renewal Act” – 11 O.S. §38-101, *et seq.*

SECTION 1. SCOPE OF REDEVELOPMENT AND CONSIDERATION

A. Project Scope. The parties contemplate the development of a construction of a select-service hotel with approximately 120 rooms and connections to surrounding developments, public streets, and new central park on the Redevelopment Site. The Redevelopment Site is to be developed in accordance with the Urban Renewal Plan and the Construction Documents, as more particularly described in this Agreement.

B. Property Subject to Redevelopment. The Redeveloper shall have the exclusive rights with the Authority to redevelop the Redevelopment Site in accordance with the terms and conditions of this Agreement. The Redevelopment Site is the property subject to the redevelopment and is described on Schedule A and depicted on Schedule A-1. The Redevelopment Site includes property that the Redeveloper owns. The portion of the

Redevelopment Site to be conveyed by the Authority to the Redeveloper in accordance with the terms and conditions set forth in this Agreement is described on the attached Schedule B and depicted on the attached Schedule B-1 and referred to herein as the Property. The legal descriptions are subject to adjustment as to exact boundaries, dimensions, and interests and final determination by mutual approval of the parties based on the approved Design Development Documents, surveys, description of exceptions and reservations, requirements of related agreements, and establishment or confirmation of appurtenant easements necessary or appropriate to serve the proposed development. The Property shall be subject to the obligations of this Agreement and the covenants contained in the Deed conveying the Property to the Redeveloper.

C. Sale; Purchase Price. Subject to all the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper, and the Redeveloper will purchase the Property from the Authority and pay the Purchase Price therefor, to be paid to the Authority as provided in this Agreement. The Redeveloper will perform the obligations imposed on it with respect to the Property and otherwise pursuant to this Agreement. The monetary consideration and performance of obligations are hereafter called the “Purchase Price” whether paid or performed in one or more increments.

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

E. Redeveloper’s Responsibility to Maintain the Redevelopment Site. The Redeveloper agrees to maintain all of the Redevelopment Site, including mowing the grass and keeping the Redevelopment Site clear of litter and debris, beginning on the effective date of this Agreement.

SECTION 2. CONVEYANCE OF THE PROPERTY

A. Form of Deed; Other Closing Deliveries. Upon satisfaction of the items in Section 5 of this Agreement, the Authority will convey to the Redeveloper marketable title in fee simple or other interests to the Property by special warranty deed (the “Deed”) in substantially the form of Schedule C attached as a part hereof, or by grant of easements, permits, or licenses. Such conveyance of title will be subject to covenants implementing Part I, Section 6; the covenants and restrictions provided for in Part II, Article IV; the conditions subsequent provided for in Part II, Section 704; and the Approved Title Exceptions. At or before Closing, the parties shall take such actions and deliver to the other such other instruments, items, and documents as are necessary to carry out the purposes of this Agreement, including such affidavits, certificates or other documents as may be reasonably required by the Title Company to close the transactions contemplated by this Agreement and issue a Title Policy to the Redeveloper.

B. Time and Place for Delivery of Deed. The Authority will deliver the Deed and possession of the Property covered thereby to the Redeveloper on or before the date specified for commencement of construction pursuant to Section 4 hereof, provided the conditions precedent specified by this Agreement have been satisfied. The date specified for the conveyance in this Agreement shall control, except where an earlier date is requested by the Redeveloper or a later date is authorized by extension under the terms of this Agreement. The conveyance will be delivered at the principal office of the Title Company, and the Redeveloper will accept such conveyance and pay to the Authority at such time and place the Purchase Price for the Property conveyed.

C. Apportionment of Property Taxes; Other Prorations. Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion ad valorem taxes at Closing. The portion of the current taxes, if any, on the Property which is a lien on the date of delivery of the Deed to the Redeveloper allocable to the Property conveyed will be borne by the Authority. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after the Property is returned to the tax rolls as a result of the contemplated transfers pursuant to this Agreement.

D. Recordation of Deed; Closing Costs. The Redeveloper will promptly file the Deed for recordation among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed, including recording fees and documentary stamp taxes (if any). In addition, the Redeveloper will pay: (i) the costs of obtaining the Title Commitment, including all title examination costs of the Title Company; (ii) the premium for the Title Policy; (iii) the cost of the Survey; (iv) the Title Company's fees for closing the transactions contemplated by this Agreement; and (v) the Redeveloper's accounting, legal and other expenses associated with the transaction contemplated by this Agreement, whether or not such transactions are consummated.

E. Title Evidence. It is understood and agreed that the Redeveloper may purchase title insurance at the Redeveloper's option and expense, and the Authority will cause a Title Policy for the Property to be issued in the amount of the Purchase Price. The Redeveloper shall have thirty (30) days after the receipt from the Authority of the last of the Title Commitment, Exception Documents, and Survey within which to notify the Authority in writing of any objections the Redeveloper has to any matters appearing or referred to in the Title Commitment or Survey. Any exceptions or other matters in the Title Commitment or Survey to which the Redeveloper does not object in writing during such thirty (30) day period shall be deemed to be Permitted Title Exceptions to the Authority's title, and shall be listed in Schedule D to this Agreement after the title review process is completed. With regard to items to which the Redeveloper does so object during such thirty (30) day period, the Authority shall have until Closing on the Property within which to cure such objections. The Authority shall exercise its best efforts to cure such objections, but the Authority shall not be required to incur other than de minimus expenses in connection with the exercise of its best efforts. If the Authority is unable to cure such objections without incurring more than de minimus expenses and is unwilling to otherwise cure such objections, the Authority shall so notify the Redeveloper in writing at least three (3) business days prior to Closing on the Property, in which event the Redeveloper, at its option, and as its exclusive remedy, may (i) waive its objections and purchase the Property without reduction of

the Purchase Price or (ii) terminate this Agreement. If the Redeveloper so terminates this Agreement, then notwithstanding anything herein to the contrary, the Earnest Money Deposit shall be refunded to the Redeveloper and neither party shall have any further obligations hereunder, except as otherwise provided in this Agreement.

F. Property Access. Prior to the Closing contemplated by this Agreement, the Redeveloper shall have access to the Property to conduct such physical and environmental inspections as it deems necessary or appropriate, as provided in Part II, Section 203 of this Agreement.

G. Survey; Environmental Reports. The Authority, at no cost to the Redeveloper, will provide the Redeveloper with a copy of any survey or environmental report on the Property which is in the Authority's possession or may be hereafter required.

SECTION 3. GOOD-FAITH DEPOSIT

A. Amount. Upon the execution of this Agreement, the Redeveloper shall deliver to the Authority a deposit (the "Earnest Money Deposit") in the amount of twenty-five thousand dollars (\$25,000.00) as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Earnest Money Deposit to the Redeveloper, or its retention by the Authority as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with this Agreement.

B. Interest. The Authority will be under no obligation to pay or earn interest on the Earnest Money Deposit, but if interest is payable thereon, such interest when received by the Authority will be promptly paid to the Redeveloper.

C. Application to Purchase Price. In the event the Redeveloper is not otherwise entitled to return of the Earnest Money Deposit pursuant to Section 3(E) below, the amount of the Earnest Money Deposit, if paid in cash or by certified check, will be applied to the Purchase Price.

D. Retention by Authority. Upon termination of this Agreement as provided in Part II, Section 703 hereof, the Earnest Money Deposit will be retained by the Authority.

E. Return to Redeveloper. Upon termination of this Agreement as provided in Part II, Section 702 hereof, the Earnest Money Deposit will be returned to the Redeveloper by the Authority. If this Agreement shall not have been terminated prior to conveyance of the Property as provided in Part II, Section 702 or 703 hereof, the Authority will apply the Earnest Money Deposit to the Purchase Price as provided in Section 3(C) above.

SECTION 4. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

Provided that all conditions precedent to the Redeveloper's obligations to perform under this Agreement are satisfied, the Redeveloper currently estimates that construction of the Improvements will be commenced and completed no later than the dates provided in the following schedule:

Commencement of Site Preparation	April 1, 2017
Commencement of Vertical Construction	July 1, 2017
Completion of Construction	December 31, 2018

The estimated Commencement Dates and estimated Completion Dates may be further extended by mutual agreement of the Redeveloper and the Authority.

SECTION 5. CONDITIONS PRECEDENT TO CLOSING; TIMES FOR CERTAIN ACTIONS

Before the Authority has any obligation to convey title to the Property to the Redeveloper, each of the following conditions precedent shall have been performed to the Authority's reasonable satisfaction and within the time frames established below.

A. Submission of Schematic Design Studies. The Redeveloper will prepare or have prepared Schematic Design Studies, which shall be submitted to the Authority in accordance with Section 5(F). Schematic Design Studies shall consist of drawings and other documents illustrating the scale and relationship of the proposed development components for consideration and approval by the Authority. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Schematic Design Studies. In the event the Schematic Design Studies are not approved by the Authority within thirty (30) days from the date of submission, they shall be deemed not approved.

B. Submission of Design Development Documents. In the event of approval of the Schematic Design Studies or notification from the Authority that it waives its right for such approval, the Redeveloper will prepare or have prepared Design Development Documents for submission to the Authority in accordance with Section 5(F). Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the development. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Design Development Documents.

C. Submission of Landscaping Plans. Landscaping Plans shall be submitted to the Authority in accordance with Section 5(F). Landscaping Plans shall consist of drawings and other documents to illustrate and describe the character of the landscaping and its relationship to the development. The Authority may, in its reasonable discretion, approve, disapprove, or impose further reasonable requirements with respect to the Landscaping Plans.

D. Submission of Construction Documents. Construction Documents shall be submitted to the Authority in accordance with Section 5(F). Construction Documents shall consist of the Design Development Documents, the form of the proposed construction contract between the Redeveloper and the general contractor(s) for such Improvements, and the specifications referenced in the proposed contract(s). The Authority shall, within thirty (30) days after receipt of the Construction Documents, issue the Authority's written approval or rejection of or any further reasonable requirements with respect to the Construction Documents.

E. Submission of Evidence of Financing Capacity. The Redeveloper shall submit evidence, reasonably satisfactory to the Authority, of financing capacity necessary for construction of the Improvements on the Redevelopment Site, as provided in Part II, Section 303 hereof. Such submittal shall be made for in accordance with Section 5(F).

F. Schedule of Submissions. The Redeveloper shall make the submissions required by this Section 5 no later than the dates provided in the following schedule:

Schematic Design Studies	January 1, 2017
Design Development Documents	January 1, 2017
Landscaping Plans	March 1, 2017
Construction Documents	March 1, 2017
Evidence of Financing Capacity	March 1, 2017

G. Submission of Corrected Construction Documents. Except as provided in Section 5(D), the time within which the Redeveloper will submit any new or corrected Construction Documents will be no later than thirty (30) days after the date the Redeveloper received written notice from the Authority of the Authority's rejection of the Construction Documents referred to in the latest such notice, unless such deadline is extended by mutual agreement of the Authority and the Redeveloper.

H. Maximum Time for Approved Construction Documents. In any event, the time within which the Redeveloper will submit Construction Documents which conform to the requirements of Section 5(D) and Part II, Section 301 hereof and are satisfactory to and approved by the Authority will be no later than thirty (30) days after the date the Redeveloper receives written notice from the Authority of the Authority's first rejection of the original Construction Documents submitted to the Authority by the Redeveloper, unless such deadline is extended by mutual agreement of the Authority and the Redeveloper.

I. Change in Construction Documents. The time within which the Authority shall approve or disapprove any material proposed change in the Construction Documents (as provided in Part II, Section 302 hereof) will be fifteen (15) days after the date of the Authority's receipt of notice of such proposed change. Only proposed material changes (i.e. changes materially affecting the approved Design Development Documents) require approval of the Authority.

SECTION 6. PERIOD OF DURATION OF COVENANTS

The covenants pertaining to regulation and control of the Property, set forth in Part II, Sections 401 and 402 hereof, will remain in effect from the date of the Deed until the later of January 1, 2040, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenants will terminate.

SECTION 7. NOTICES AND DEMANDS

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

- A. in the case of the Redeveloper, is addressed (or delivered personally) to the Redeveloper in care of:

OKCDT Enterprise, LLC
Attn: Andy H. Patel
704 South Sweetgum Avenue
Broken Arrow, Oklahoma 74012
Email: patelandy@cox.net

- B. in the case of the Authority, is addressed (or delivered personally) to the Authority at:

Oklahoma City Urban Renewal Authority
Attn: Catherine O'Connor, Executive Director
105 North Hudson Avenue, Suite 101
Oklahoma City, Oklahoma 73102
Email: cathy.oconnor@theallianceokc.org

with a copy to its attorney:

Leslie V. Batchelor
Center for Economic Development Law
301 North Harvey Avenue, Suite 100
Oklahoma City, Oklahoma 73102
Email: lesliebatchelor@econlaw.com

- C. Or at such other address with respect to either such party as that party may from time to time designate in writing and forward to the other as provided in this Section.

SECTION 8. APPLICABLE LAND USE PROVISIONS

Pursuant to the Urban Renewal Plan, as amended, the land use for the Property is mixed use. Consistent with the Urban Renewal Plan, as amended, the specific land uses will be controlled by applicable zoning of the City.

SECTION 9. TIME EXTENSIONS

In addition to the provisions for extensions of time for certain actions provided by Part II, Section 707 and other provisions of this Agreement, it is understood that delays in timely performance by the Authority might delay performance by the Redeveloper. Thus, where the Redeveloper's delay is caused by the Authority's delay in performing the Authority's obligations pursuant to this Agreement, the time for performance of the Redeveloper's action(s) so delayed will be extended for the period of the delay caused by delay in the Authority's performance; provided that the Redeveloper shall, within ten (10) days after the beginning of any such delay so caused, have first notified the Authority thereof in writing, and of the cause or causes thereof and claim an extension for the period such delay continues. The Redeveloper may, at its option, terminate this Agreement by written notice to the Authority if any delay caused by the Authority exceeds one hundred twenty (120) days in the aggregate. Upon such termination, the Authority shall promptly return to the Redeveloper the Earnest Money Deposit and any other consideration paid by the Redeveloper for the Property. In all cases, the times for performance of the Redeveloper's obligations may be extended by the Authority for good cause and the times for prescribed actions by the Authority may be extended by mutual agreement.

SECTION 10. RIGHTS ESTABLISHED

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

SECTION 11. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which will constitute an original of this instrument.

SECTION 12. PERMITTED TRANSFERS

It is contemplated that the development may necessitate the transfer or assignment of interest in this Agreement or all or a portion of the Property (by formation of a limited liability company, corporation, partnership, limited partnership or joint venture or admission of one or more members of any of the foregoing with another entity) which is necessary for financing or development purposes, and the Authority is generally willing to consider and approve proposed transfers or assignments required for financing and development purposes pursuant to a request and documentation by the Redeveloper in accordance with the requirements of this Agreement. Provided, however, the Authority agrees that the Redeveloper and its members may, upon thirty (30) days prior written notice but without the Authority's approval, assign, exchange, merge or transfer their interests in the Redeveloper to (i) present members of the Redeveloper; and/or (ii)

third parties, so long as the aggregate transfers to third parties are not greater than twenty-five percent (25%) of the membership interests in the Redeveloper (collectively the “Permitted Transfers”).

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf by its Chairman, and the Redeveloper has caused the Agreement to be duly executed in its name and behalf by its President.

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate,

BY: _____
J. LARRY NICHOLS, Chairman

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 _____, 2016, personally appeared J. Larry Nichols, to me known to be the identical person who executed the foregoing instrument as the Chairman of the Oklahoma City Urban Renewal Authority, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the Oklahoma City Urban Renewal Authority, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

OKCDT ENTERPRISE, LLC,
an Oklahoma Limited Liability Company

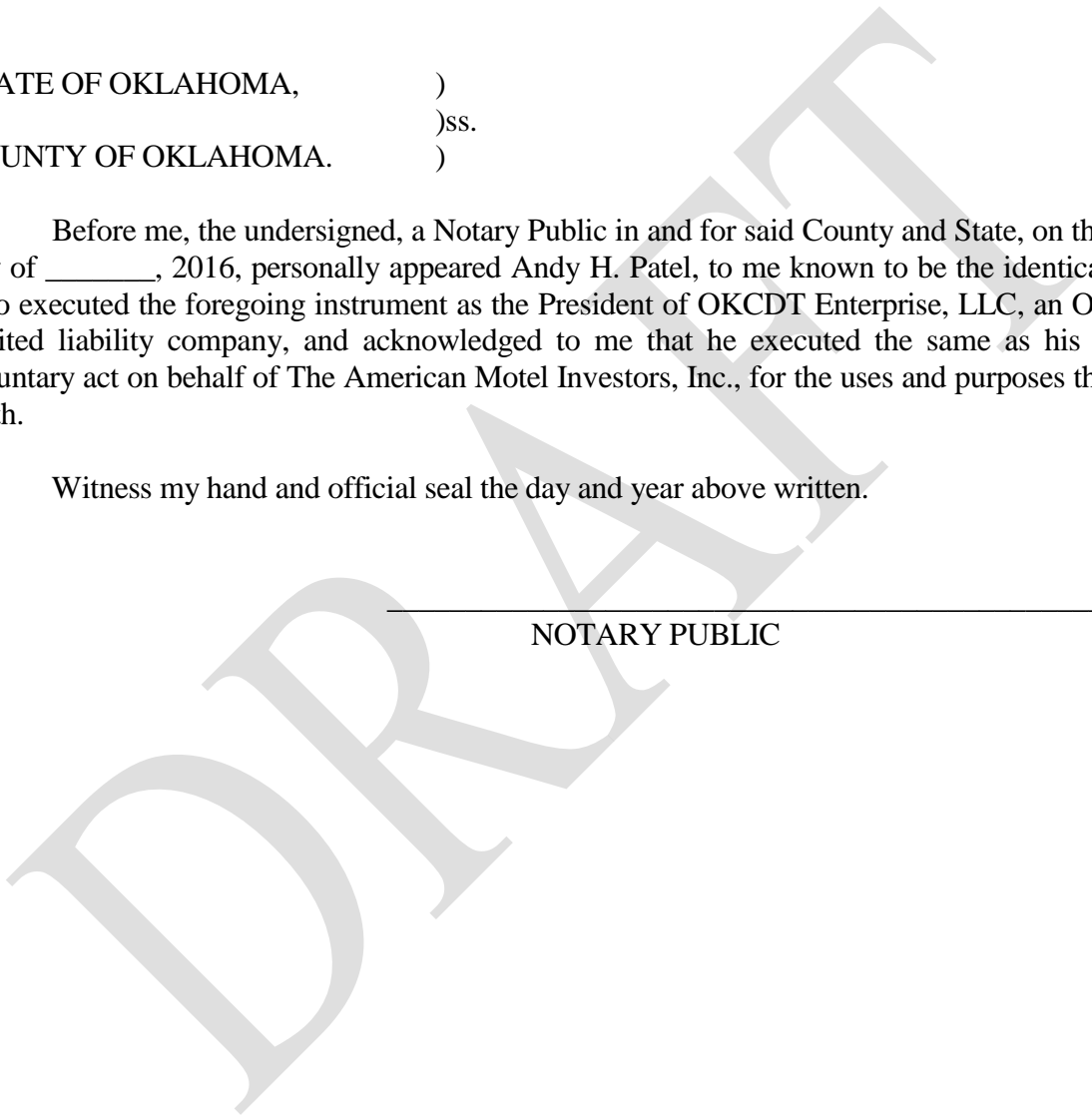
BY: _____
Andy H. Patel, President

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 _____, 2016, personally appeared Andy H. Patel, to me known to be the identical person who executed the foregoing instrument as the President of OKCDT Enterprise, LLC, an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act on behalf of The American Motel Investors, Inc., for the uses and purposes therein set forth.

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

NOTARY PUBLIC



TERMS AND CONDITIONS

PART II

OF

**CONTRACT FOR SALE OF LAND
AND REDEVELOPMENT**

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
an Oklahoma public body corporate

AND

THE AMERICAN MOTEL INVESTORS, INC.,
an Oklahoma corporation

PART II

TABLE OF CONTENTS

ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT _____ 1

SECTION 101. Authority’s Approval Required for Certain Actions _____ 1

SECTION 102. Waiver of Claims and Joining in Petition by Redeveloper _____ 1

ARTICLE II. RIGHTS OF ACCESS TO PROPERTY _____ 1

SECTION 201. Right of Entry for Utility Service _____ 1

SECTION 202. Redeveloper Not to Construct Over Utility Easements _____ 1

SECTION 203. Access to Property _____ 2

ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION _____ 2

SECTION 301. Documents for Construction of Improvements _____ 2

SECTION 302. Changes in Construction Documents _____ 3

SECTION 303. Evidence of Equity Capital and Financing _____ 3

SECTION 304. Approvals of Construction Documents and Evidence of Financing as Conditions Precedent to Conveyance _____ 3

SECTION 305. Commencement and Completion of Construction of Improvements _____ 3

SECTION 306. Progress Reports _____ 4

SECTION 307. Certificate of Completion _____ 4

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY _____ 5

SECTION 401. Restrictions _____ 5

SECTION 402. Covenants; Binding Upon Successors in Interest; Period of Duration _____ 5

SECTION 403. Authority and United States Rights to Enforce _____ 6

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER _____ 6

SECTION 501. Representations as to Redevelopment _____ 6

SECTION 502. Prohibition Against Transfer of Property and Assignment of Agreement _____ 7

ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES _____ 10

SECTION 601. Limitation Upon Encumbrance of Property _____ 10

SECTION 602. Mortgagee Not Obligated to Construct _____ 10

SECTION 603. Copy of Notice of Default to Mortgagee _____ 10

SECTION 604. Mortgagee’s Option to Cure Defaults _____ 11

SECTION 605. Authority’s Option to Pay Mortgage Debt or Purchase Property _____ 11

SECTION 606. Authority’s Option to Cure Mortgage Default _____ 12

SECTION 607. Mortgage and Holder _____ 12

ARTICLE VII. REMEDIES _____ 13

SECTION 701. In General _____ 13

SECTION 702. Termination by Redeveloper	13
SECTION 703. Termination by Authority Prior to Conveyance	14
SECTION 704. Revesting Title in Authority Upon Happening of Event Subsequent to Conveyance to Redeveloper	15
SECTION 705. Resale of Reacquired Property; Disposition of Proceeds	16
SECTION 706. Other Rights and Remedies of Authority; No Waiver by Delay	17
SECTION 707. Forced Delay in Performance for Causes Beyond Control of Party	17
SECTION 708. Rights and Remedies Cumulative	18
SECTION 709. Party in Position of Surety with Respect to Obligations	18
ARTICLE VIII. MISCELLANEOUS	18
SECTION 801. Conflict of Interests; Authority Representatives not Individually Liable	18
SECTION 802. Equal Employment Opportunity	19
SECTION 803. Provisions Not Merged With Deed	20
SECTION 804. Titles of Articles and Sections	21
SECTION 805. Other Federal Requirements	21
SECTION 806. No Broker Agreement	22
SECTION 807. Applicable Law, Severability and Entire Agreement	22
SECTION 808. Amendments to Agreement	22
SECTION 809. Third Parties	22
SECTION 810. No Partnership Created	23
SECTION 811. Time Is of the Essence	23
SECTION 812. Formalities and Authority	23

PART II
TERMS AND CONDITIONS

Unless specifically defined herein, all capitalized terms used in this Part II will have the same meaning given such terms in Part I.

ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT

SECTION 101. Authority's Approval Required for Certain Actions.

Intentionally omitted.

SECTION 102. Waiver of Claims and Joining in Petition by Redeveloper.

The Redeveloper hereby waives (as the purchaser of the Property under the Agreement and as the owner after the conveyance of the Property provided for in the Agreement) any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on, or adjacent to, the Property which is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the Authority subscribe to, and join with, the Authority in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

ARTICLE II. RIGHTS OF ACCESS TO PROPERTY

SECTION 201. Right of Entry for Utility Service.

The Authority reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines; provided, however, such entrance or performance of work by the Authority or the City onto the Property will not unreasonably interfere with the operations on the Property.

SECTION 202. Redeveloper Not to Construct Over Utility Easements.

The Redeveloper shall not construct any building or other structure or improvements on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested

by the Redeveloper, the Authority shall use its best efforts to assure that such approval shall not be withheld, conditioned, or delayed unreasonably.

SECTION 203. Access to Property.

Prior to the conveyance of the Property by the Authority to the Redeveloper, the Authority shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Authority holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Authority to the Redeveloper, the Redeveloper shall permit the representatives of the Authority, the City, and the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements; provided, however, such entrance by the Authority onto the Property will not unreasonably interfere with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SECTION 301. Documents for Construction of Improvements.

Construction Documents with respect to the redevelopment of the Redevelopment Site and the construction of Improvements thereon shall be in conformity with the Urban Renewal Plan, this Agreement, the approved Design Development Documents, and all applicable State and local laws and regulations. As promptly as possible after approval of the Design Development Documents, and, in any event, no later than the time specified therefor in Section 5 of Part I hereof, the Redeveloper shall submit to the Authority, for approval by the Authority, the Construction Documents as defined in Section 5(D), which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be submitted to and approved by the Authority in its reasonable discretion as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Documents" with respect to the Improvements to be constructed by the Redeveloper on the Redevelopment Site. The Authority intends, if the Construction Documents originally submitted conform to the provisions of the Urban Renewal Plan, this Agreement, and the approved Design Development Documents, to approve in writing such Construction Documents and no further filing by the Redeveloper or approval by the Authority thereof shall be required except with respect to any material change; provided, that the Authority's review shall be unrestricted with respect to any matter not embraced in the approved Design Development Documents. Such Construction Documents shall, in any event, be deemed approved unless rejection thereof in writing by the Authority, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the Authority. If the Authority so rejects the Construction Documents in whole or in part as not being in conformity with the Urban Renewal Plan, this Agreement, or the approved Design Development Documents, the Authority shall describe in reasonable detail any deficiencies in the Construction Documents and the Redeveloper shall submit new or corrected Construction Documents which are in conformity with the Urban Renewal Plan, this Agreement, and the approved Design Development

Documents within the time specified therefor in Paragraph (F), Section 5 of Part I hereof, after written notification to the Redeveloper of the rejection. The provisions of this Section relating to approval, rejection, and resubmission of corrected Construction Documents hereinabove provided with respect to the original Construction Documents shall continue to apply until the Construction Documents have been approved by the Authority; provided, that in any event the Redeveloper shall submit Construction Documents which are in conformity with the requirements of the Urban Renewal Plan, this Agreement, and the approved Design Development Documents as determined by the Authority, no later than the time specified therefor in Paragraph (G), Section 5 of Part I hereof, as may be extended. All work with respect to the Improvements to be constructed or provided by the Redeveloper on the Redevelopment Site shall be in conformity with the Construction Documents as approved by the Authority.

SECTION 302. Changes in Construction Documents.

If the Redeveloper desires to make any material change in the Construction Documents after their approval by the Authority, the Redeveloper shall submit the proposed change to the Authority for its approval. If the Construction Documents, as modified by the proposed change, conform to the requirements of Section 301 hereof, the Authority may approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Documents shall, in any event, be deemed not approved by the Authority, in whole or in part, until the Authority has issued written notice to the Redeveloper, granting its approval or its rejection, and in such event, setting forth in detail the reasons therefor, which written notice shall be given within the period specified therefor in Paragraph (H), Section 5 of Part I hereof.

SECTION 303. Evidence of Equity Capital and Financing.

No later than the time specified therefor in Paragraph (F), Section 5 of Part I hereof, the Redeveloper shall submit to the Authority evidence reasonably satisfactory to the Authority that the Redeveloper has the equity capital and commitments for financing necessary for the construction of the Improvements on the Redevelopment Site.

SECTION 304. Approvals of Construction Documents and Evidence of Financing as Conditions Precedent to Conveyance.

The submission of Construction Documents and their approval by the Authority as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for financing as provided in Section 303 hereof, are conditions precedent to the obligation of the Authority to convey the Property to the Redeveloper.

SECTION 305. Commencement and Completion of Construction of Improvements.

The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to this Agreement or the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such

construction shall in any event begin on or before the Commencement Date and shall be completed on or before the Completion Date set forth in Part I, Section 4 of the Agreement. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be to the fullest extent permitted by law and equity, binding for the benefit of the community and the Authority and enforceable by the Authority against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

SECTION 306. 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, in such detail and at such times as may reasonably be requested by the Authority as to the actual progress of the Redeveloper with respect to such construction.

SECTION 307. Certificate of Completion.

- (a) Promptly after substantial completion of the Improvements in accordance with Section 4 of Part I and those provisions of this Agreement relating solely to the obligations of the Redeveloper to construct the Improvements on the Property (including the dates for commencement and completion thereof), the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Authority shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the Redeveloper's obligations under this Agreement and termination of any right of reversion or reversion of title by or in the Authority as to the Property. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof. The Authority will also, upon request by Redeveloper, provide a mortgagee, purchaser or lessee of the Property, or any portion thereof, with written evidence and certification that all requirements of the Authority and this Agreement with respect to the Property have been met and that such mortgagee, purchaser or lessee is not subject, nor is their respective interests in the Property or such portion thereof, to any of the terms and conditions of this Agreement.
- (b) With respect to such individual parts or parcels of the Property which, if so provided in Part I hereof, the Redeveloper may convey or lease as the Improvements to be constructed thereon are completed, the Authority will also, upon proper completion of the Improvements relating to any such part or parcel, certify to the Redeveloper that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide, and the Deed shall so state, (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part

or parcel or to any other part or parcel of the Property; and (2) that neither the Authority nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of a lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of the Agreement or the Deed by the Redeveloper or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest to or assignee of such individual part or parcel with respect to the covenants contained and referred to in Section 401 hereof, and (ii) the right, remedy, or control relates to such default or breach.

- (c) Each certification provided for in this Section 307 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, including the Deed. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Authority shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification.

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY

SECTION 401. Restrictions.

The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to this Agreement or the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with, the regulations and controls specified in the Urban Renewal Plan, as amended, and the Deed; and
- (b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SECTION 402. Covenants; Binding Upon Successors in Interest; Period of Duration.

It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property and the United States

(in the case of the covenant provided in Section 401(b) hereof), against the Redeveloper, its successors and assigns and every successor in interest to the Property, and any party thereof. It is further intended and agreed that the agreement and covenant provided in Section 401(a) hereof shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in Section 401(b) hereof shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and every part thereof, and each party in possession or occupancy of, the Property or part thereof. The terms “uses specified in the Urban Renewal Plan” and “land use” referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all buildings, housing and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SECTION 403. Authority and United States Rights to Enforce.

In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Authority and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Authority and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Authority shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SECTION 501. Representations as to Redevelopment.

The Redeveloper represents and agrees that its purchase of the Property, or any portion thereof, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose

of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of:

- (a) the importance of the redevelopment of the Property to the general welfare of the community;
- (b) the substantial financing and/or other public aids that have been made available by law and by the federal and local governments for the purpose of making such redevelopment possible; and
- (c) the fact that a transfer, other than a Permitted Transfer, of the equity or stock interest in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such equity or stock interest or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper,

the qualifications and identity of the Redeveloper, and its equity owners, stockholders, or partners are of particular concern to the community and the Authority. The Redeveloper further recognizes that it is because of such qualifications and identity that the Authority is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

Notwithstanding anything herein to the contrary, Redeveloper will have the right to assign the Agreement to a single-purpose entity that is wholly owned and controlled by Redeveloper or that is otherwise a Permitted Transfer, which may assume the obligations and covenants of the Redeveloper under the Agreement.

SECTION 502. Prohibition Against Transfer of Property and Assignment of Agreement.

Also, for the foregoing reasons, the Redeveloper represents and agrees for itself, and its successors and assigns, that:

- (a) Except only:
 - (1) by way of security for, and only for (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any portion or part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement; and/or
 - (2) as to any individual parts, portions or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by

the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are complete; and/or

- (3) for Permitted Transfers described in Section 12 of Part I,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements, make or create, or suffer 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 of or with respect to this Agreement or any portion of the Property which have not been completed yet, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Authority; provided, that prior to the issuance by the Authority of the certificate provided for in Section 307 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the portion of the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof, or the interest therein to be so transferred prior to the issuance of such certificate.

- (b) The Authority shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or in the event the transfer is or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent they relate to such part); Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and

excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the Authority would have had, had there been no such transfer or change.

- (3) There shall be submitted to the Authority for review all instruments and other legal documents involved in effecting transfer, and, if approved by the Authority, its approval shall be indicated to the Redeveloper in writing.
- (4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (which shall include, without limitation, all hard costs, soft costs, carrying charges and any other reasonable costs incurred by the Redeveloper in connection therewith) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property or any parts thereof (other than those referred to in Section 502(a)(2)) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Authority shall be entitled to increase the Purchase Price to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subsection 4, and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the Authority.
- (5) The Redeveloper and its transferee shall comply with such other conditions as the Authority may find reasonably desirable in order to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan.

Provided, that in the absence of specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

Notwithstanding anything to the contrary contained herein, the Redeveloper shall be free to transfer the portion of the Property or any part thereof, without the prior written consent of the

Authority, following the issuance by the Authority of the Certificate of Completion as set forth in Section 307.

ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SECTION 601. Limitation Upon Encumbrance of Property.

Prior to the completion of the Improvements, as certified by the Authority, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon any portion of the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to any portion of the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the sum of the Purchase Price and related acquisition costs paid by the Redeveloper to the Authority. The Redeveloper (or successor in interest) shall notify the Authority in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the Authority of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels provided that such subdivision, in the opinion of the Authority, is not inconsistent with the purposes of the Urban Renewal Plan or the Agreement, and is approved in writing by the Authority.

SECTION 602. Mortgagee Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself, shall in no wise be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder; Provided, that nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and in this Agreement.

SECTION 603. Copy of Notice of Default to Mortgagee.

Whenever the Authority shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Agreement, the Authority shall at the same time forward a copy of such notice or demand to each holder of any

mortgage authorized by this Agreement at the last address of such holder shown in the records of the Authority.

SECTION 604. Mortgage's Option to Cure Defaults.

After any breach or default referred to in Section 603 hereof, each such holder shall (insofar as the rights of the Authority are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; Provided, that if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Authority, by written agreement satisfactory to the Authority, to complete in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Authority, to a certification or certifications by the Authority to such effect in the manner provided in Section 307 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or revesting of title to the Property that the Authority shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

SECTION 605. Authority's Option to Pay Mortgage Debt or Purchase Property.

In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under this Agreement, the holder of any mortgage on the Property or any part thereof:

- (a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or
- (b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Authority and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Authority so to do,

the Authority shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the

mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Authority shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

- (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (ii) all expenses with respect to the foreclosure;
- (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;
- (iv) the cost of any Improvements made by such holder; and
- (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of its mortgage debt and such debt had continued in existence.

SECTION 606. Authority's Option to Cure Mortgage Default.

In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Authority may at its option cure such default or breach, in which case the Authority shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Authority in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement; Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

SECTION 607. Mortgage and Holder.

For the purposes of this Agreement: The term "Mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "Holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor

in office of either such official.

ARTICLE VII. REMEDIES

SECTION 701. 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, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. Provided, however, that if any such default or breach is incapable of being cured in such sixty (60) day period and the Redeveloper is diligently pursuing the cure of such breach or default, the time for curing the same will be extended accordingly. 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 institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SECTION 702. Termination by Redeveloper.

In the event that:

- (a) the Authority does not tender conveyance of the Property or possession thereof in the manner and condition and by the date provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or
- (b) the Authority shall fail to perform any of its covenants or obligations to be performed hereunder 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;

then this Agreement, may, at the option of the Redeveloper, be terminated by written notice thereof to the Authority, and, except with respect to the return of the Earnest Money Deposit, neither the

Authority nor the Redeveloper shall have any further rights against or liability to the other under this Agreement with respect to the terminated portion thereof.

SECTION 703. Termination by Authority Prior to Conveyance.

In the event that:

- (a) Prior to the conveyance of the Property to the Redeveloper and in violation of this Agreement, which requires, among other things, the consent of the Authority to certain transfers and assignments:
 - (i) the Redeveloper (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein, or in the Property, in a manner not permitted by this Agreement; or
 - (ii) there is any change in the ownership or distribution of the equity, stock, or partnership interests of the Redeveloper, in a manner not permitted by this Agreement; or
- (b) The Redeveloper does not submit evidence, satisfactory to the Authority, of financing capacity and any commitments necessary for the construction of the Improvements, in accordance with Part I, Section 5 of this Agreement; or
- (c) The Redeveloper shall fail to submit Construction Documents to the Authority, in the manner and by the dates provided in Part I, Section 5, or the Redeveloper shall fail to obtain the approval of such Construction Documents by the Authority within the times provided in Part I, Section 5; or
- (d) The Redeveloper does not pay the consideration and take title to the Property upon tender of conveyance by the Authority pursuant to this Agreement; or
- (e) The Redeveloper fails to perform any of the material covenants or obligations required of the Redeveloper under this Agreement;

and, if any default or failure referred to in this Section 703 shall not be cured within thirty (30) days after the date of written demand by the Authority; then this Agreement, and any rights of the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Authority or any portion of the Property, may, at the option of the Authority, be terminated by the Authority, in which event, the Earnest Money Deposit shall be retained by the Authority as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the

Redeveloper (or assignee or transferee) nor the Authority shall have any further rights against or liability to the other under this Agreement.

SECTION 704. Revesting Title in Authority Upon Happening of Event Subsequent to Conveyance to Redeveloper.

In the event that subsequent to conveyance to the Redeveloper of the Property or any part thereof and prior to completion of the Improvements to be made on the Property, as certified by the Authority:

- (a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements after written demand by the Authority so to do; or
- (b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien not authorized by the Agreement, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or
- (c) there is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the equity, stock, or partnership interests of the Redeveloper (except Permitted Transfers), and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

then the Authority shall have the right to reenter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall

revert to the Authority; Provided, that such condition subsequent and any reversioning of title as a result thereof in the Authority:

- (a) 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
- (b) 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 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 307 hereof.

SECTION 705. Resale of Reacquired Property; Disposition of Proceeds.

Upon the reversioning in the Authority of title to the Property or any part thereof as provided in Section 704, the Authority shall, pursuant to its responsibilities under state law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Improvements or such other Improvements in their stead as shall be satisfactory to the Authority and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the Authority, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Authority, 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 Authority 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 (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt), any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversioning of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Authority by the Redeveloper, its successors or transferees; and
- (b) Second, to reimburse the Redeveloper, its successors or transferee, up to the amount equal to (1) the sum of the Purchase Price paid by it for the Property (or allocable to the part thereof), all advances of the acquisition costs made by the Redeveloper to the

Authority, if any, and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Authority.

SECTION 706. Other Rights and Remedies of Authority; No Waiver by Delay.

The Authority shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Redeveloper, and its successors in interest and assigns (except for such individual parts, portions or parcels of the Property upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with this Agreement, and for which a Certificate of Completion as provided in Section 307 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof), in the Property, and the reversioning of title thereto in the Authority; provided, that any delay by the Authority in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VII shall not operate as a waiver of such rights to so deprive it of or limit such rights in any way (it being the intent of this provision that the Authority should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Authority with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Authority with respect to any other defaults by the Redeveloper under this Section or with respect to the particular default except to the extent specifically waived in writing.

SECTION 707. Forced Delay in Performance for Causes Beyond Control of Party.

For the purpose of any of the provisions of the Agreement, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, 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, discovery of additional environmental matters which interfere with the construction of the Improvements, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the forced delay as reasonably determined by the Authority; provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such

forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

SECTION 708. Rights and Remedies Cumulative.

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or 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 with respect to the particular obligation of the other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

SECTION 709. Party in Position of Surety with Respect to Obligations.

The Redeveloper for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

ARTICLE VIII. MISCELLANEOUS

SECTION 801. Conflict of Interests; Authority Representatives not Individually Liable.

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

SECTION 802. Equal Employment Opportunity.

The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the 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 nondiscrimination 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 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 the Department of Housing and Urban Development, 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."

SECTION 803. Provisions Not Merged With Deed.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to any portion of 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.

SECTION 804. Titles of Articles and Sections.

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

SECTION 805. 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 the Department of Housing and Urban Development 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 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 which 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 Housing and Urban Development set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which 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 he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his 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 said Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, 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 Housing and Urban Development, 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 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder 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.

SECTION 806. No Broker Agreement.

Each party hereto represents to each other party that the sale of land pursuant to this Agreement has not involved any broker nor is any party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement or the sale of 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 foregoing representations.

SECTION 807. Applicable Law, Severability and Entire Agreement.

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

SECTION 808. Amendments to Agreement.

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

SECTION 809. 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.

SECTION 810. 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.

SECTION 811. 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.

SECTION 812. Formalities and Authority.

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

DRAFT

SUMMARY OF PROPOSED DEVELOPMENT BY OKCDT ENTERPRISE, LLC (Andy Patel)

- Location:** West of Shields between SW 4th Street and SW 5th Street.
- Property:** Within Lots 1 through 7 and Lots 24 through 30 of Block 20, South Oklahoma Addition (subject to finalizing legal description of new location of Broadway Avenue).
- Ownership:** The City owns Lots 1 through 15 of Block 20. The American Motel Investors Inc. (Mr. Patel) owns part of Lot 21, all of Lots 22 through 29, and part of Lot 30.
- Transaction:** OCURA will buy from the City a portion of what it owns (Lots 1 through 7, subject to finalizing legal descriptions) at the same price that the City paid to OG&E for the land (\$41.10/sqft + up to \$4850.00 in relocation expenses), to reimburse the City's MAPS funds.
- The City will buy from American Motel Investors Inc. the property needed for Broadway Avenue (Lots 21 through 23 and part of Lot 24, subject to finalizing legal descriptions).
- OCURA will sell the property that it bought from the City to OKCDT Enterprise, LLC at \$41.10/sqft + up to \$4850.00. It and the remaining property that American Motel Investors Inc. owns (part of Lot 24 and Lots 25 through 30, subject to finalizing legal descriptions) will be redeveloped pursuant to a Redevelopment Agreement with OCURA.



- Blue – City owns
- Pink – City sells to OCURA and OCURA sells to OKCDT Enterprise LLC for development
- Grey – City buys from American Motel Investors Inc. for street
- Green – OKCDT Enterprise LLC develops (along with Pink)
- Black Lines – General location of to-be-relocated Broadway Avenue

Project: OKCDT Enterprise, LLC will build a Fairfield Inn & Suites by Marriott. Five or six stories, 120 rooms, select-service. Construction to commence spring, 2017, and be completed approximately a year thereafter.

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: October 19, 2015
Ref: Resolution Consenting to Partial Assignment and Assumptions of Contract for Sale of Land and Redevelopment for Phase II of the Redevelopment of the Property Bounded Generally by Northeast 4th Street, Northeast 7th Street, North Kelley Avenue and North Stonewall Avenue, Harrison-Walnut Urban Renewal Plan and University Medical Center Urban Renewal Plan

Background: The Authority entered into a Redevelopment Agreement with Colony – Page Woodson, LLC of property generally bounded by NE 4th Street, NE 7th Street, N. Kelley Ave, and N. Stonewall in October 2015. Phase I of the master-planned redevelopment is privately owned by the developers and includes the adaptive reuse of the former Page Woodson School building into rental units and the construction of a new multi-family rental building.

The redeveloper is ready to begin Phase II, located to the north of the school building, for the construction of multi-family residential units. The Redeveloper intends to assign all of its rights and interests under the Redevelopment Agreement for Phase II to P-W Phase II Development, LLC. Ron Bradshaw and Jason Bradshaw will remain as the managers of the new entity.

Purpose of Agenda Item: Assign rights and interests of Phase II from Colony – Page Woodson, LLC to P-W Phase II Development, LLC.

Staff Recommendation: Approval of Resolution.

Attachments: Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment.

RESOLUTION NO. _____

RESOLUTION CONSENTING TO PARTIAL ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR SALE OF LAND AND REDEVELOPMENT FOR PHASE II OF THE REDEVELOPMENT OF THE PROPERTY BOUNDED GENERALLY BY NORTHEAST 4th STREET, NORTHEAST 7th STREET, NORTH KELLEY AVENUE, AND NORTH STONEWALL AVENUE, HARRISON-WALNUT URBAN RENEWAL PLAN AND UNIVERSITY MEDICAL CENTER URBAN RENEWAL PLAN

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

WHEREAS, the Authority and Colony – Page Woodson, LLC (“Redeveloper”), of which Ron Bradshaw and Jason Bradshaw are the managers, have entered into a Contract for Sale of Land and Redevelopment, as amended (“Redevelopment Agreement”), for the rehabilitation of the former Page Woodson School and development of significant housing and some commercial development on the property surrounding the former school to contribute to the ongoing revitalization of the surrounding area; and

WHEREAS, the Redevelopment Agreement contemplates five phases, with property to be transferred from the Authority in each phase and deadlines for commencement and completion of construction for each phase; and

WHEREAS, Phase II of the project (located generally on the eastern portion of the block bounded by N.E. 7th Street, N. Stonewall Avenue, N.E. 6th Street, and N. Kelley Avenue) consists of the construction of multi-family residential units; and

WHEREAS, the Redeveloper intends to assign all of its rights and interests under the Redevelopment Agreement with respect to Phase II to P-W Phase II Development, LLC (“Phase II Redeveloper”), of which Ron Bradshaw and Jason Bradshaw are the managers; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to consent to the Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment (Phase II) from the Redeveloper to the Phase II Redeveloper and to authorize the Executive Director to execute the Consent to Assignment and Assumption of Redevelopment Agreement with respect to Phase II.

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

1. The Assignment and Assumption of Contract for Sale of Land and Redevelopment (Phase II) from the Redeveloper to the Phase II Redeveloper is hereby consented to,

and the Executive Director is hereby authorized to execute the Consent to Assignment and Assumption of Redevelopment Agreement with respect to Phase II.

2. 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 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** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma 73102, on the **19th day of October, 2016**; 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)

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**

(Phase II)

This Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment (“Assignment”) is made as of the ___ day of October, 2016, by and between COLONY – PAGE WOODSON, LLC, an Oklahoma limited liability company (“Assignor”), and P-W PHASE II DEVELOPMENT, LLC, an Oklahoma limited liability company (“Assignee”), and is consented to by the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate (“Authority”), with reference to the following:

A. Subject to and in accordance with the terms and conditions of the Contract for Sale of Land and Redevelopment dated October 21, 2015, between Authority and Assignor, as Redeveloper, as amended by the First Amendment dated March 18, 2016 (as may be amended or modified from time to time, the “Redevelopment Agreement”), Assignor will acquire certain property, as more particularly described in the Redevelopment Agreement, from Authority and will redevelop such property and certain other property to be owned by Assignee in accordance with the Harrison-Walnut Urban Renewal Plan and the University Medical Center Urban Renewal Plan (“Redevelopment”).

B. In the Redevelopment Agreement, the Redevelopment is divided into multiple “Phases.”

C. Section 13 of the Redevelopment Agreement provides that Assignor may assign all or an interest in the Redevelopment Agreement with the consent of Authority, which shall not be unreasonably withheld.

D. In accordance with Section 13 of the Redevelopment Agreement, Assignor desires to assign all of its rights and interests under the Redevelopment Agreement with respect to Phase II (as defined in the Redevelopment Agreement) to Assignee, and Assignee desires to assume the obligations of Assignor under the Redevelopment Agreement with respect to Phase II.

E. Authority desires to consent to Assignor’s assignment of all of its rights and interests under the Redevelopment Agreement with respect to Phase II to Assignee.

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

I. ASSIGNMENT OF REDEVELOPMENT AGREEMENT WITH RESPECT TO PHASE II

For value received, the Assignor does hereby transfer, set over and assign to Assignee all of Assignor’s rights and interests under the Redevelopment Agreement with respect to Phase II, to the extent, and only to the extent, such rights and obligations relate to Phase II; provided that (a) such assignment is limited by and subject to the terms and provisions of the Redevelopment

Agreement, and to the extent that the Assignee elects not to close on Phase II or the Redevelopment Agreement otherwise terminates, the assignment would become null and void, and (b) such assignment is subject to and conditioned upon the terms and conditions contained in the Assumption of the Redevelopment Agreement with respect to Phase II, which is a part hereof.

Provided, however, the Assignor hereby acknowledges and confirms that it remains fully obligated to perform its respective obligations, duties, and agreements under the Redevelopment Agreement with respect to the remaining undeveloped real property not subject to this Assignment (except for the real property with respect to Phase I that has been assigned to, and assumed by, Page Woodson Development, LLC pursuant to that certain Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment (Phase I) dated as of March 18, 2016), as more particularly described in the Redevelopment Agreement.

Further, provided, in the event (a) the Assignee does not commence or complete the Improvements (as defined in the Redevelopment Agreement) to Phase II pursuant to the terms and conditions of the Redevelopment Agreement after all extensions, rights and remedies of the parties under the Redevelopment Agreement have been fully exhausted, and, as a result of such failure, the Authority reacquires ownership of the portion of Phase II that it conveyed pursuant and subject to the terms and conditions of the Redevelopment Agreement, or (b) the Assignee elects to not close on Phase II or the Redevelopment Agreement otherwise terminates prior to the conveyance of Phase II to the Assignee; then this Assignment shall become null and void, the Assignee shall incur no liability to the Assignor as a result thereof, and the terms of the Redevelopment Agreement shall govern the development of Phase II.

The Assignor agrees to execute and deliver such agreements, assignments, assumptions, and amended or supplemental agreements necessary to implement the transactions contemplated herein. The Assignor represents and warrants that the Assignor has full power and authority to execute and deliver this Assignment of the Redevelopment Agreement with respect to Phase II and that the Assignor has not executed any prior assignment thereof insofar as Phase II is concerned. This Assignment inures to the benefit of the Assignee only if approved in writing by the Authority.

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this Assignment of Redevelopment Agreement with respect to Phase II as of the ___ day of October, 2016.

ASSIGNOR:

COLONY – PAGE WOODSON, LLC, an
Oklahoma limited liability company

By: _____
Ronald E. Bradshaw, Manager

II. ASSUMPTION OF REDEVELOPMENT AGREEMENT WITH RESPECT TO PHASE II

In consideration of the foregoing Assignment by the Assignor, the Assignee hereby accepts such assignment; and agrees to assume all of the obligations and liabilities described in the Redevelopment Agreement with respect to Phase II to be performed by the Assignor.

The Assignee agrees that in the event (a) the Assignee does not commence or complete the Improvements (as defined in the Redevelopment Agreement) to Phase II pursuant to the terms and conditions of the Redevelopment Agreement after all extensions, rights and remedies of the parties under the Redevelopment Agreement have been fully exhausted, and as a result of such failure the Authority reacquires ownership of the portion of Phase II that it conveyed pursuant and subject to the terms and conditions of the Redevelopment Agreement, or (b) the Assignee elects to not close on Phase II or the Redevelopment Agreement otherwise terminates prior to the conveyance of Phase II to the Assignee; then this Assignment shall become null and void, the Assignee shall incur no liability to the Assignor as a result thereof, and the terms of the Redevelopment Agreement shall govern the development of Phase II.

The Assignee agrees to execute and deliver such agreements, assignments, amended or supplemental agreements, or other documents necessary to implement the transactions contemplated herein. The Assignee certifies that the Assignee has full power and authority to execute and deliver this Assumption.

IN WITNESS WHEREOF, the Assignee has duly executed and delivered this Assumption of Redevelopment Agreement with respect to Phase II as of the ____ day of October, 2016.

ASSIGNEE:

P-W PHASE II DEVELOPMENT, LLC, an
Oklahoma limited liability company

By: _____
Jason Bradshaw, Manager

III. CONSENT TO ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT WITH RESPECT TO PHASE II

The Authority hereby consents to the foregoing Assignment and Assumption of the Redevelopment Agreement with respect to Phase II, releasing the Assignor from all further performance under the Redevelopment Agreement with respect to the construction of Improvements (as defined in the Redevelopment Agreement) to Phase II, and agrees to recognize the Assignee as the holder of the rights of obligations of the Redeveloper under the Redevelopment Agreement with respect to Phase II.

Provided, however, the Authority hereby acknowledges and confirms that the Assignor remains fully obligated to perform its respective obligations, duties, and agreements under the Redevelopment Agreement with respect to the remaining undeveloped real property not subject to this Assignment and Assumption (except for the real property with respect to Phase I that has been assigned to, and assumed by, Page Woodson Development, LLC pursuant to that certain Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment (Phase I) dated as of March 18, 2016), as more particularly described in the Redevelopment Agreement.

Further, provided, in the event (a) the Assignee does not commence or complete the Improvements (as defined in the Redevelopment Agreement) to Phase II pursuant to the terms and conditions of the Redevelopment Agreement after all extensions, rights and remedies of the parties under the Redevelopment Agreement have been fully exhausted, and, as a result of such failure, the Authority reacquires ownership of the portion of Phase II that it conveyed pursuant and subject to the terms and conditions of the Redevelopment Agreement, or (b) the Assignee elects to not close on Phase II or the Redevelopment Agreement otherwise terminates prior to the conveyance of Phase II to the Assignee; then this Assignment shall become null and void, the Assignee shall incur no liability to the Assignor as a result thereof, and the terms of the Redevelopment Agreement shall govern the development of Phase II.

IN WITNESS WHEREOF, the Authority has duly executed and delivered this Consent to Assignment and Assumption of Redevelopment Agreement with respect to Phase II as of the ___ day of October, 2016.

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL
AUTHORITY, a public body corporate

By: _____
Catherine O'Connor, Executive Director

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: October 19, 2016
Ref: Community Development Block Grant Services Agreement Between the Oklahoma City Urban Renewal Authority and The Alliance for Economic Development of Oklahoma City, Inc. Fiscal Year 2016–2017 For the Management of The CDBG Program in Accordance with the CDBG Operating Agreement Between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City

Background: This is an agreement for the delivery of various professional services by the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”) to Oklahoma City Urban Renewal Authority (“OCURA”) to administer the Community Development Block Grant Program (“CDBG”). For fiscal year 2016-17, the board has approved a contract between OCURA and the City of Oklahoma City to oversee \$1,398,673 in CDBG funding for property management, potential acquisition and disposition and affordable housing activities.

The Alliance has assumed all administrative and management functions that in the past were provided by OCURA employees. In order to clearly define the CDBG-related activities performed by the Alliance it was determined that two agreements between OCURA and the Alliance would be the best approach. This agreement outlines the CDBG-related activities to be performed by the Alliance for the Authority.

Summary of Agenda Item: The resolution authorizes the Executive Director to execute the agreement.

Recommendation: Approval of Resolution

Attachments: Copy of Professional Services Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT SERVICES AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY, INC. FOR THE MANAGEMENT OF THE CDBG PROGRAM IN ACCORDANCE WITH THE CDBG OPERATING AGREEMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND THE CITY OF OKLAHOMA CITY FOR FISCAL YEAR 2016–2017

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

WHEREAS, Title I of the Act contemplates the use of Community Development Block Grant funds (“CDBG”) for the establishment and maintenance of viable urban communities as social, economic and political entities; and

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

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

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

WHEREAS, the City has entered into the Community Development Block Grant (CDBG) Operating Agreement with the Oklahoma City Urban Renewal Authority (“Authority”),

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

WHEREAS, the Authority has entered into the Agreement for Professional Services with the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”), dated May 16, 2011, whereby the Alliance provides general professional services to the Authority, including administration of the Authority’s day-to-day operations, strategic planning, and project management (“Alliance Services Agreement”), as renewed by Resolution No. 5761 of the Authority on June 15, 2016; and

WHEREAS, the Alliance Services Agreement is a sole source designation for professional services, approved by Resolution No. 5761 of the Authority; and

WHEREAS, the proposed Community Development Block Grant Services Agreement (“CDBG Services Agreement”) is a sole source contract between the Authority and the Alliance, consistent with 2 CFR Part 200 (or, as applicable, 24 CFR Part 85) and OMB Circular A-87; and

WHEREAS, the Authority deems it appropriate and desirable to authorize the Alliance to undertake its CDBG obligations under the Operating Agreement pursuant to the CDBG Services Agreement, for fiscal year 2016–2017, as the professional services needed to fulfill such obligations are available only from the same, sole source as the Authority’s general professional services; and

WHEREAS, the Authority deems it appropriate and desirable to approve the CDBG Services Agreement and to authorize the Executive Director to implement the same.

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

1. The proposed CDBG Services Agreement between the Authority and the Alliance for Fiscal Year 2016–2017 is hereby approved, and the appropriate Officers of the Authority are authorized to execute said CDBG Services Agreement.
2. The Executive Director is authorized to take such actions as may be necessary and appropriate to implement the approved CDBG Services Agreement.
3. The acts and authority of the Executive Director of the Authority with respect to the negotiation of the CDBG Services Agreement between the Authority and the Alliance are hereby approved and ratified.
4. The Officers and Legal Counsel of the Authority are authorized to execute such documents and take such actions as may be necessary or appropriate to implement

the 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** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main, Suite B, Oklahoma City, Oklahoma 73102, on the **19th** day of **October, 2016**; 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)

COMMUNITY BLOCK GRANT SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the Authority has entered into the Agreement for Professional Services with the Alliance for Economic Development of Oklahoma City, Inc. (“Alliance”), dated May 16, 2011, whereby the Alliance provides general professional services to the Authority, including administration of the Authority’s day-to-day operations, strategic planning, and project management (“Alliance Services Agreement”), as renewed by Resolution No. 5761 of the Authority on June 15, 2016; and

WHEREAS, the Alliance Services Agreement, as renewed, is a sole source designation for professional services, approved by Resolution No. 5761 of the Authority; and

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

WHEREAS, the Authority deems it appropriate and desirable to authorize the Alliance to undertake its CDBG obligations under the Operating Agreement pursuant to this CDBG Services Agreement, for fiscal year 2016–2017, as the professional services needed to fulfill such obligations is available only from the same, sole source as the Authority’s general professional services.

NOW, THEREFORE, effective July 1, 2016, the Authority and the Alliance agree to all the foregoing and further agree as follows:

1. Scope of Work / National Objectives. As part of City’s Community Development Program, under the direction of the Authority pursuant to the Operating Agreement and in accordance with 24 CFR Part 570, the Alliance will undertake and provide all services and products necessary for the Authority to meet its obligations under the Operating Agreement, including specifically but not limited to the services and products described in Schedule A, attached hereto and incorporated as a part hereof by reference.

2. Term of Agreement. The term of this CDBG Services Agreement shall be from July 1, 2016 to June 30, 2017, as provided for in the Operating Agreement. All scheduled work provided for in this CDBG Services Agreement shall be completed by or be under contract for completion by June 30, 2017, the date provided for in the Operating Agreement.

3. Compliance. The Alliance shall comply with all federal, state and municipal laws, rules and regulations laid out in the Operating Agreement as applicable to the Community Development Program of which the Operating Agreement is the subject.

IN WITNESS WHEREOF, the parties hereto set their hands this _____ day of October, 2016.

**OKLAHOMA CITY URBAN
RENEWAL AUTHORITY**

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

By: _____
J. Larry Nichols
Chairman

By: _____
Catherine O’Connor
President and CEO

ATTEST:

Mary Melón
Secretary

SCHEDULE A

SERVICES FOR FISCAL YEAR 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The following is an outline of the services to be provided by the Alliance for Economic Development of Oklahoma City, Inc. on behalf of the Oklahoma City Urban Renewal Authority, pursuant to the Community Development Block Grant Services Agreement for fiscal year 2016–2017, and consistent with the terms of the Community Development Block Grant (CDBG) Operating Agreement for fiscal year 2016–2017 between the Oklahoma City Urban Renewal Authority and The City of Oklahoma City.

The services and projects below related to the CDBG Program as described in the Operating Agreement may be eligible for reimbursement pursuant to the terms of the Operating Agreement and the budget provided for therein.

1. Administration and Special Operations Projects

- Day to day program administration of the Authority
- Maintenance and development of a disposition strategy for properties of the Authority in close-out and non-close-out project areas
- Continuing implementation of the new fiscal management system in accordance with circular A-87
- Review and revision of the Authority’s system of records keeping
- Implementation of an automated project management system
- Development of a property and asset inventory

2. Projects

- Implementation of the Sunbeam Project (special non-urban renewal project area designation) affordable housing redevelopment project.
- Implementation of existing Contracts for Sale of Land and Redevelopment and Requests for Proposals for redevelopment of Authority-owned properties eligible for use of CDBG funds.
- Other projects as may arise within the scope of work and budgetary authorizations in the Operating Agreement.

3. Budget – Total \$1,398,673.00

Budget Summary

FY 2016–17 Allocated Funds—\$788,880.00
Housing Carryover Funds—\$50,000.00
LMI Carryover Funds—\$259,793.00

Program Income Re-allocated—\$300,000.00
Grand Total: \$1,398,673.00

- Sunbeam Project
 - Administration—\$50,000.00

- Other Projects, implementation of those Projects, and administration and special operating projects—Total \$1,348,673.00
 - Maximum amount available for activities to address slum and blight activities—\$788,880.00
 - (May also be used for activities that benefit low and moderate income persons)
 - Amount remaining from affordable housing carryover for activities that benefit low and moderate income persons—\$259,793.00
 - Amount of reallocated program income for activities that benefit low and moderate income persons—\$300,000.00

The aforementioned services are known at the time of approval of this CDBG Services Agreement and, given the nature of redevelopment activities, are subject to change and could include the introduction of new activities and projects unforeseen at this time and/or the removal of those listed and determined to be unfeasible.

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the Two Months Ending August 31, 2016

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2016-17</u>
Assets											
Cash	658,269	65,730	413,053	1,888,534	-	35,588	108,949	184,348	262,038	3,616,509	
Investments	4,219,820	-	-	-	-	-	-	-	-	4,219,820	
Accounts Receivable	-	30,584	-	-	-	-	-	-	-	30,584	
Due from Other Governmental Entities	-	3,645	-	-	-	-	-	-	-	3,645	
Due from (to) Other Funds	228,661	(99,949)	(398,304)	(977,377)	(8,416)	(97,808)	1,353,193	-	-	-	
Total Assets	5,106,750	10	14,749	911,157	(8,416)	(62,220)	1,462,142	184,348	262,038	7,870,557	
Liabilities and Fund Balances											
Accounts Payable	-	10	-	-	-	-	-	-	-	10	
Deposits	1,900	-	-	-	-	-	-	-	-	1,900	
Total Liabilities	1,900	10	-	-	-	-	-	-	-	1,910	
Total Fund Balances	5,104,850	-	14,749	911,157	(8,416)	(62,220)	1,462,142	184,348	262,038	7,868,647	
Total Liabilities and Fund Balances	5,106,750	10	14,749	911,157	(8,416)	(62,220)	1,462,142	184,348	262,038	7,870,557	
Revenues											
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-	1,398,673
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-	-
Rentals	7,677	-	-	-	-	-	-	-	52,434	60,110	700,000
Real Estate Sales	8,840	-	-	-	-	-	-	-	-	8,840	5,000,000
Interest	2,563	-	-	32	-	-	-	37	-	2,633	35,000
Core to Shore MAPS 3 Project	-	-	382,073	-	-	-	-	-	-	382,073	900,000
Other	-	-	-	-	-	-	-	-	-	-	9,900,000
Total Revenues	19,080	-	382,073	32	-	-	-	37	52,434	453,656	17,933,673
Expenditures											
General and Administrative	51,684	-	10,774	24,896	3,775	79,100	-	68	-	170,297	823,000
Real Estate Acquisition	-	-	196,308	100	-	-	-	-	-	196,408	10,250,000
Property Disposition	7,048	-	-	-	-	-	-	-	-	7,048	1,500,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	80,528	80,528	500,000
Legal	13,713	-	259	8,737	4,641	752	-	-	-	28,102	325,000
Other Professional	-	-	1,403	5,500	-	-	-	30,000	-	36,903	500,000
Property Management	27,337	-	-	5,520	-	17,956	-	-	24,773	75,585	479,500
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	10,175	-	10,175	50,000
Total Expenditures	99,782	-	208,744	44,753	8,416	97,808	-	40,243	105,301	605,046	14,427,500
Changes in Fund Balance	(80,702)	-	173,329	(44,721)	(8,416)	(97,808)	-	(40,206)	(52,867)	(151,390)	3,506,173
Fund Balance, Beginning of Year	5,185,552	-	(158,580)	955,877	-	35,588	1,462,142	224,554	314,905	8,020,037	
Fund Balance, Current	5,104,850	-	14,749	911,157	(8,416)	(62,220)	1,462,142	184,348	262,038	7,868,647	

Oklahoma City Urban Renewal Authority
Combining Balance Sheet and
Statement of Revenues, Expenditures and Changes in Fund Balance
as of and for the One Month Ending August 31, 2016

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>MAPS 3</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>
Assets										
Cash	658,269	65,730	413,053	1,888,534	-	35,588	108,949	184,348	262,038	3,616,509
Investments	4,219,820	-	-	-	-	-	-	-	-	4,219,820
Accounts Receivable	-	30,584	-	-	-	-	-	-	-	30,584
Due from Other Governmental Entities	-	3,645	-	-	-	-	-	-	-	3,645
Due from (to) Other Funds	228,661	(99,949)	(398,304)	(977,377)	(8,416)	(97,808)	1,353,193	-	-	-
Total Assets	5,106,750	10	14,749	911,157	(8,416)	(62,220)	1,462,142	184,348	262,038	7,870,557
Liabilities and Fund Balances										
Accounts Payable	-	10	-	-	-	-	-	-	-	10
Deposits	1,900	-	-	-	-	-	-	-	-	1,900
Total Liabilities	1,900	10	-	-	-	-	-	-	-	1,910
Total Fund Balances	5,104,850	-	14,749	911,157	(8,416)	(62,220)	1,462,142	184,348	262,038	7,868,647
Total Liabilities and Fund Balances	5,106,750	10	14,749	911,157	(8,416)	(62,220)	1,462,142	184,348	262,038	7,870,557
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	-
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Rentals	4,935	-	-	-	-	-	-	-	-	4,935
Real Estate Sales	6,800	-	-	-	-	-	-	-	-	6,800
Interest	775	-	-	17	-	-	-	20	-	812
Core to Shore MAPS 3 Project	-	-	152,631	-	-	-	-	-	-	152,631
Other	-	-	-	-	-	-	-	-	-	-
Total Revenues	12,510	-	152,631	17	-	-	-	20	-	165,178
Expenditures										
General and Administrative	33,696	-	4,881	24,029	1,811	42,530	-	68	-	107,015
Real Estate Acquisition	-	-	38,898	100	-	-	-	-	-	38,998
Property Disposition	4,205	-	-	-	-	-	-	-	-	4,205
Site Clearance/Improvements	-	-	-	-	-	-	-	-	80,528	80,528
Legal	13,713	-	-	8,737	4,641	752	-	-	-	27,843
Other Professional	-	-	1,403	-	-	-	-	30,000	-	31,403
Property Management	8,277	-	-	3,398	-	10,879	-	-	12,386	34,940
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total Expenditures	59,891	-	45,182	36,264	6,452	54,160	-	30,068	92,914	324,932
Changes in Fund Balance	(47,381)	-	107,448	(36,247)	(6,452)	(54,160)	-	(30,048)	(92,914)	(159,754)
Fund Balance, Beginning of Period	5,152,231	-	(92,699)	947,404	(1,964)	(8,060)	1,462,142	214,396	354,952	8,028,402
Fund Balance, Current	5,104,850	-	14,749	911,157	(8,416)	(62,220)	1,462,142	184,348	262,038	7,868,647

Oklahoma City Urban Renewal Authority
Schedule of Investments
August 31, 2016

<u>Investments</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Settlement</u> <u>Date</u>	<u>Amount</u>
Comenity Capital Bank CD	0.85%	09/15/16	09/15/14	250,000
Park National Bank CD	0.90%	09/16/16	09/19/14	250,000
Investor's Bank/Short Hills CD	0.80%	09/26/16	09/26/14	250,000
First Merit Bank Ohio CD	1.00%	10/31/16	10/31/14	245,000
Ally Bank CD	0.85%	01/30/17	01/29/15	245,000
BMW Bank North America CD	0.90%	03/13/17	03/11/15	245,000
Goldman Sachs Bank USA CD	0.85%	04/24/17	04/22/15	249,000
FirstBank Puerto Rico CD	0.95%	06/12/17	06/12/15	250,000
Capital One Bank USA NA CD	1.05%	06/19/17	06/17/15	249,000
Barclays Bank/Delaware CD	1.15%	09/18/17	09/16/15	245,000
Federal Home Loan Mtg Corp MTN	0.90%	09/18/17	01/08/16	1,001,820
Capital One NA CD	1.20%	10/30/17	10/28/15	245,000
American Express Centurion CD	1.20%	10/30/17	10/28/14	245,000
Medallion Bank Utah CD	0.95%	04/30/18	04/29/16	250,000
Total Investments	1.02%			4,219,820