

AGENDA
REGULAR MEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, SEPTEMBER 15, 2021
CONFERENCE ROOM
431 WEST MAIN STREET, SUITE B
10:30 A.M.

1. Call to Order
2. Statement of Compliance with the Oklahoma Open Meeting Law
3. Roll Call
4. Reading and Approval of Minutes of a Regular Meeting on Wednesday, August 18, 2021

JFK PROJECT AREA

5. Resolution No. _____ Approving a Redevelopment Agreement with Ronnie Steward for Development of a Single-Family Residence at Northeast 8th Street and North Kate Avenue, John F. Kennedy Urban Renewal Plan

CORE TO SHORE

6. Resolution No. _____ Approving a First Amendment to the Contract for Sale of Land and Redevelopment with Boulevard Place OKC, LLC to Extend Performance Dates for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan

MAPS SPORTS ENTERTAINMENT PARKING

7. Resolution No. _____ Conditionally Designating a Redeveloper for Certain Property Located Near the Intersection of Interstate 235 and Northeast 1st Street, MAPS Sports-Entertainment-Parking Support Redevelopment Plan

HARRISON/WALNUT

8. Resolution No. _____ Conditionally Designating a Redeveloper for Certain Property Generally Located between Russell M. Perry Avenue, Main Street, N.E. 1st Street, and N.E. 2nd Street, Harrison-Walnut Urban Renewal Plan, As Amended

CENTRAL BUSINESS DISTRICT

9. Resolution No. _____ Approving Proposed Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment between the Oklahoma City Urban Renewal Authority and Alley's End OKC, LLC to 34 Parking, LLC; Conditionally Designating 34 Parking, LLC as a Redeveloper; Authorizing the Transfer of Property to the Oklahoma City Redevelopment Corporation; and Approving an Amended and Restated Contract for Sale of Land and Redevelopment with Alley's End, LLC for the Redevelopment of Property Located at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, Constituting Redevelopment Parcel No. 1, Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30)

GENERAL MATTERS

10. Presentation Interim Financial Report for the Period of July 31, 2021
11. Staff Report
12. Citizens to be heard
13. Adjournment

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

Posted at the offices of the City Clerk, and at 431 W. Main Street, Suite B by 10:30 a.m. on Tuesday, September 14, 2021 by Shira Lucky, Convening & Outreach Specialist

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, AUGUST 18, 2021

A Regular Meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority (“Authority”) was held on Wednesday, August 18, 2021 at 10:40 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, III
Mr. Lee E. Cooper, Jr.
Mr. Russell M. Perry
Ms. Judy J. Hatfield

Staff Members Present:

Catherine O’Connor, Executive Director
Dan Batchelor, OCURA, General Counsel, CEDL
Emily Pomeroy and Jeff Sabin, CEDL
Olen Cook, Keith Kuhlman, Geri Harlan, Shira Lucky, Micah Snyder, and Pam Lunnon,
The Alliance

Others Present:

Julie Coffee and Erwin Mason, Ground Root Development
Deborah Richards and Vanessa Morrison, Open Design
Gary Brooks, Bricktown Apartments, LLC

The Chairman requested a motion to approve the circulated minutes of the Regular Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, July 21, 2021.

OCURA Board of Commissioners, Wednesday, August 18, 2021

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

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

Minutes Approved

The Chairman introduced the following resolutions:

MAPS SPORTS ENTERTAINMENT PARKING

Resolution No. 5987 entitled:

“Resolution Approving Fourth Amendment to the Contract for Sale of Land and Redevelopment Between Oklahoma City Urban Renewal Authority, Bricktown Apartments, LLC, and Bricktown East Sheridan Holdings, LLC, Maps Sports-Entertainment-Parking Support Redevelopment Plan, as Amended”

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

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

Resolution Adopted

CENTRAL BUSINESS DISTRICT

Resolution No. 5988 entitled:

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

OCURA Board of Commissioners, Wednesday, August 18, 2021

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

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

Resolution Adopted

GENERAL MATTERS

Resolution No. 5989 entitled:

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

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

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

Resolution Adopted

Resolution No. 5990 entitled:

“Resolution Ratifying and Authorizing the Executive Director’s Purchase of Office Furniture Based on City of Oklahoma City Contract Pricing”

OCURA Board of Commissioners, Wednesday, August 18, 2021

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

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

Resolution Adopted

Financial Report

Geri Harlan presented the financial reports through June 30, 2021.

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

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

Financials Received

Annual Report Presentation

Staff Report

Citizens to be heard

Julie Coffee of Ground Root Development addressed the Commissioners. Ms. Coffee expressed her concern for the objections to a two-car garage design plan for the home they are building near the corner of NE 10th Street and N. Jordan Avenue. She would like the Commissioners to review the one-car garage restriction in this neighborhood.

OCURA Board of Commissioners, Wednesday, August 18, 2021

EXECUTIVE SESSION

- (A) Vote to enter into executive session pursuant to 25 O.S. §307(B)(4):

Commissioner Hatfield moved to enter into executive session, and upon second by Commissioner Cooper, the vote was as follows:

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

To engage in confidential communications between the Board of Commissioners and its attorney concerning a pending investigation, claim, or action involving the Amended and Restated Contract for Sale of Land and Redevelopment with The Hill at Bricktown, L.L.C., and where on advice of its attorney, the Board of Commissioners has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

- (B) Vote to return from executive session and reconvene in open session.

Commissioner Perry moved to return from executive session, and upon second by Commissioner Hatfield, the vote was as follows:

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

- (C) Action, if any, on items considered in executive session.

None.

There being no further business to come before the Board, the Chairman adjourned the meeting at 11:31 a.m.

Secretary

OCURA Board of Commissioners, Wednesday, August 18, 2021

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: September 15, 2021

Ref: Resolution Approving a Redevelopment Agreement with Ronnie Steward, for Development of a Single-Family Residence at Northeast 8th Street and North Kate Avenue, John F. Kennedy Urban Renewal Plan

Background: In 2018, OCURA issued a Request for Proposals from Prospective Homeowners to development of residential homes on scattered lots in the JFK Urban Renewal Area. Ronnie Steward proposes to build a single-family residence on OCURA property located on Northeast 8th Street between North Kate Avenue and North Bath Avenue in the John F. Kennedy Urban Renewal Project Area in accordance with design guidelines established by OCURA. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement, Special Warranty Deed and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH RONNIE STEWARD FOR DEVELOPMENT OF A SINGLE-FAMILY RESIDENCE AT NORTHEAST 8th STREET AND NORTH KATE AVENUE, JOHN F. KENNEDY URBAN RENEWAL PLAN

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

WHEREAS, the Executive Director and Legal Counsel have negotiated a Contract for Sale of Land and Redevelopment (“Redevelopment Agreement”) with Ronnie Steward (“Redeveloper”) for development of a single-family residence at Northeast 8th Street and North Kate Avenue, on Lots 21–22, plus the south half of the vacated alley adjacent on the north, in Block 15 of Oak Park Amended Addition (“Property”), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

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

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** 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 **15th** day of **September, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

SECRETARY

(SEAL)

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT

BETWEEN

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

AND

RONNIE STEWARD

**CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
RONNIE STEWARD**

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT ("Agreement") is made this _____ day of _____, 20____ ("Effective Date"), by and between the OKLAHOMA CITY URBAN RENEWAL AUTHORITY, a public body corporate established pursuant to Oklahoma Urban Renewal laws, 11 O.S. § 38-101, *et seq.* ("Act"), and having its offices at 105 North Hudson, Suite 101, Oklahoma City, Oklahoma 73102 ("Authority"); and RONNIE STEWARD, an individual having a mailing address of 11100 Surrey Hills Boulevard, Yukon, Oklahoma 73099 ("Redeveloper").

WITNESSETH:

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

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

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

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

Subject to the terms, covenants and conditions of this Agreement, the Authority will sell the Property to the Redeveloper for and in consideration of all the Redeveloper's obligations under this Agreement. Moreover, the Redeveloper will purchase the Property from the Authority and paying therefor the sum of \$0.60 per square foot of land within the Property ("Purchase Price"), which square footage will be determined by reference to a land survey of the Property commissioned by the Authority. The Purchase Price represents the Property's fair reuse value of \$.60 per square foot as established by the reuse appraisal

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

ARTICLE 2. CONVEYANCE OF PROPERTY

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

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

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

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

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

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

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

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

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

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

Commencement Date: December 31, 2021

Completion Date: December 1, 2022

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

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

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

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

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

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

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

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

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

4.4 Prohibition against Assignment and Transfer. The Redeveloper may not make or create, nor allow to be made or created, any total or partial sale, assignment conveyance, or lease, or any trust or power, or transfer in any other mode or form—including a change in the qualifications and identity of the Redeveloper or its stockholders, partners (general

or limited), or membership—of the Property, or any part or interest in the Property or this Agreement, without the prior written approval of the Authority. The Redeveloper shall be free to transfer the Property without written consent of the Authority following the issuance by the Authority of the Certificate of Completion as set forth in Section 3.6; provided, a transferee expressly assumes any outstanding obligations of the Redeveloper under this Agreement.

ARTICLE 5. REMEDIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. MISCELLANEOUS

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

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

Ronnie Steward
11100 Surrey Hills Boulevard
Yukon, Oklahoma 73099; and

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

AUTHORITY:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

REDEVELOPER: **RONNIE STEWARD,**
an individual

Ronnie Steward

ACKNOWLEDGMENT

[illegible]

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

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

NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

All of Lots Twenty-one (21) and Twenty-two (22) in Block Fifteen (15) in the Amended Plat of OAK PARK ADDITION to Oklahoma City, Oklahoma, according to the recorded plat thereof, together with the south half of the vacated alley adjacent on the north.

SCHEDULE B
TITLE EXCEPTIONS

[insert title exceptions from title commitment]

**SCHEDULE C
FORM OF DEED**

[insert form deed]

EXHIBIT C
(FORM OF DEED)

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

Ronnie Steward
11100 Surrey Hills Blvd.
Yukon, OK 73099

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

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

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

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

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

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

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

20____, by and between the **OKLAHOMA CITY URBAN RENEWAL AUTHORITY** (“Grantor”), acting herein pursuant to the above-mentioned law, and **RONNIE STEWARD**, an individual (“Grantee”).

WITNESSETH:

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

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

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

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

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

shall prosecute diligently the construction of said improvements to completion: provided, that in any event, construction shall commence no later than December 31, 2021, and shall be completed no later than December 1, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

By: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

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

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

NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

GRANTEE:

RONNIE STEWARD,
an individual

Ronnie Steward

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

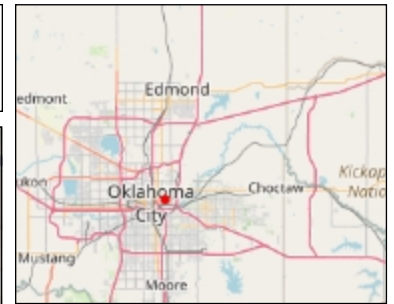
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Ronnie Steward, to me known to be the identical persons who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary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

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

NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____



Legend



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Notes

Enter Map Description

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: September 15, 2021
Ref: Resolution Approving a First Amendment to the Contract for Sale of Land and Redevelopment with Boulevard Place OKC, LLC to Extend Performance Dates for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan

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

In August 2010, OCURA entered into a Contract for Sale of Land and Redevelopment with Boulevard Place OKC, LLC for the development of a residential, mixed-use project. OCURA has previously approved schematic design studies, design development documents construction documents and landscaping plans.

The Redeveloper has requested an amendment to the Redevelopment Agreement to extend the dates for the commencement and completion of construction and to decrease the amount of ground floor retail square footage in the proposed development to be consistent with square footages in the Design Development Documents approved by OCURA. It is appropriate and desirable to approve the First Amendment to the Redevelopment Agreement.

Summary of Agenda Item: The resolution approves the First Amendment to the Redevelopment Agreement

Recommendation: Approval of Resolution

Attachments: 1st Amendment to the Redevelopment Agreement and Site Map

RESOLUTION NO. _____

RESOLUTION APPROVING A FIRST AMENDMENT TO THE CONTRACT FOR SALE OF LAND AND REDEVELOPMENT WITH BOULEVARD PLACE OKC, LLC TO EXTEND PERFORMANCE DATES FOR THE REDEVELOPMENT OF PROPERTY LOCATED ON THE SOUTHEAST CORNER OF OKLAHOMA CITY BOULEVARD AND BROADWAY AVENUE, CORE TO SHORE URBAN RENEWAL PLAN

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

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

WHEREAS, consistent with authorization made by OCEDT Resolution dated January 18, 2018, to assist OCEDT in the development, the Authority publicly invited proposals for a mixed-use project on a portion of such property and selected Boulevard Place OKC, LLC (“Redeveloper”) as redeveloper of the northern-most portion of the property owned by OCEDT (“Property”); and

WHEREAS, the Authority and the Redeveloper have previously entered into a Contract for Sale of Land and Redevelopment, dated July 15, 2020 (“Redevelopment Agreement”) for the development on the Property of a primarily residential project, including some commercial space, and connections to the existing adjacent parking garage; and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper has submitted, and the Authority has approved, Schematic Design Studies, Design Development Documents, Construction Documents, and Landscaping Plans for the development of the Property; and

WHEREAS, the Redeveloper has requested an amendment to the Redevelopment Agreement to extend the dates for the commencement and completion of construction and to decrease the amount of ground floor retail square footage in the proposed development to be consistent with square footages in the Design Development Documents approved by the Authority; and

WHEREAS, the Board of Commissioners of the Authority deems it appropriate and desirable to approve the First Amendment to the Redevelopment Agreement.

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

1. The First Amendment to the Redevelopment Agreement is hereby approved to extend the dates for the commencement and completion of construction and to decrease the amount of ground floor retail square footage in the proposed development to be consistent with square footages in the Design Development Documents approved by the Authority.
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 implement this authorization and to implement the provisions of the Redevelopment Agreement, including but not limited to finalizing and executing the First Amendment to the Redevelopment Agreement.

I, _____, Secretary of the Board of Commissioners for 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 **15th** day of **September, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting 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)

**FIRST AMENDMENT TO
CONTRACT FOR SALE OF LAND AND REDEVELOPMENT**
between
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
and
BOULEVARD PLACE OKC, LLC

THIS FIRST AMENDMENT, effective on or as of the ____ day of September, 2021, amends the Contract for Sale of Land and Redevelopment dated July 15, 2020, by and between the **Oklahoma City Urban Renewal Authority**, an Oklahoma public body corporate (which, together with any successor corporation or public body or officer hereafter designated by or pursuant to law, is hereafter called the “Authority”), established pursuant to the Urban Redevelopment Law of the State of Oklahoma (“Urban Renewal Act”) and having its office at 105 N. Hudson, Suite 101, Oklahoma City, Oklahoma 73102; and **Boulevard Place OKC, LLC**, an Oklahoma Limited Liability Company (“Redeveloper”) and having a mailing address of 204 North Robinson Avenue, Suite 700, Oklahoma City, Oklahoma 73102.

WITNESSETH:

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

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

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

WHEREAS, the Authority and the Redeveloper have previously entered into a Contract for Sale of Land and Redevelopment, dated July 15, 2020 (“Redevelopment Agreement”) for the development on the Property of a primarily residential project, including some commercial space, and connections to the existing adjacent parking garage; and

WHEREAS, the Redeveloper and the Authority mutually agree to this First Amendment in to order to extend the dates for the commencement and completion of construction and to decrease the amount of ground floor retail square footage in the proposed development; and

WHEREAS, the Authority and the Redeveloper deem it appropriate and desirable to approve and execute this First Amendment to the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, it is agreed that the Redevelopment Agreement is amended as follows:

I. PROJECT SCOPE

The first paragraph of Section 1(A) of the Redevelopment Agreement is hereby amended as follows:

Project Scope. The Redeveloper shall build the Improvements on the Property, including the following all as more particularly shown on the Design Development Documents:

1. Approximately 250 apartment units, at least 36 units of which will be offered at rent levels at or below the attainable rent level of 120% of area median income, to be operated as such until at least January 1, 2040;
2. Ground floor retail space of approximately 4,000 square feet;
3. Connections to the adjacent parking garage to be constructed by COTPA; and
4. Common areas and landscaping to connect the mixed-use development.

II. DATES FOR COMMENCEMENT AND COMPLETION

A. Section 4 of the Redevelopment Agreement is hereby amended as follows:

Provided that all conditions precedent to the Redeveloper's obligations to perform under this Agreement are timely satisfied and the Closing occurs on or before April 15, 2022, the construction of the Improvements will be commenced and completed by the Redeveloper no later than the dates provided in the following schedule:

Commencement of Construction	May 15, 2022
Completion of Construction	August 31, 2024

The Commencement Dates and Completion Date above may be further extended by mutual agreement of the Redeveloper and the Authority. The Authority understands and agrees that there are many factors that may cause the Commencement Dates and the Completion Date to become unattainable, many of which are outside of the reasonable control of the Redeveloper. The Authority agrees to work with the Redeveloper in good faith in the event further extensions of these dates become necessary, and the Authority will not unreasonably withhold, condition or delay its consent or agreement to extend the dates, as reasonably needed.

B. References to the commencement and completion dates in the Deed and Completion Guaranty shall be revised consistent with the dates provided in paragraph A immediately above.

III. RATIFICATION

Except as amended hereby, the Redevelopment Agreement is ratified and confirmed as the parties' agreement covering the subject matter thereof. In all respects, except as specifically amended by this First Amendment, the Redevelopment Agreement remains in full force and effect, and the Authority and the Redeveloper hereby reaffirm each and every representation, warranty, agreement, covenant, and conditions made in the Agreement as if and to the same extent as if made on the date hereof. The provisions of this First Amendment are intended to control over any conflicting provision contained in the Redevelopment Agreement. Unless otherwise defined herein, capitalized terms have the meanings provided in the Redevelopment Agreement.

This First Amendment is effective as of the date first set forth above.

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
an Oklahoma 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 September, 2021, 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

BOULEVARD PLACE OKC, LLC,
an Oklahoma Limited Liability Company

BY: _____
William T. Strange, Manager

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

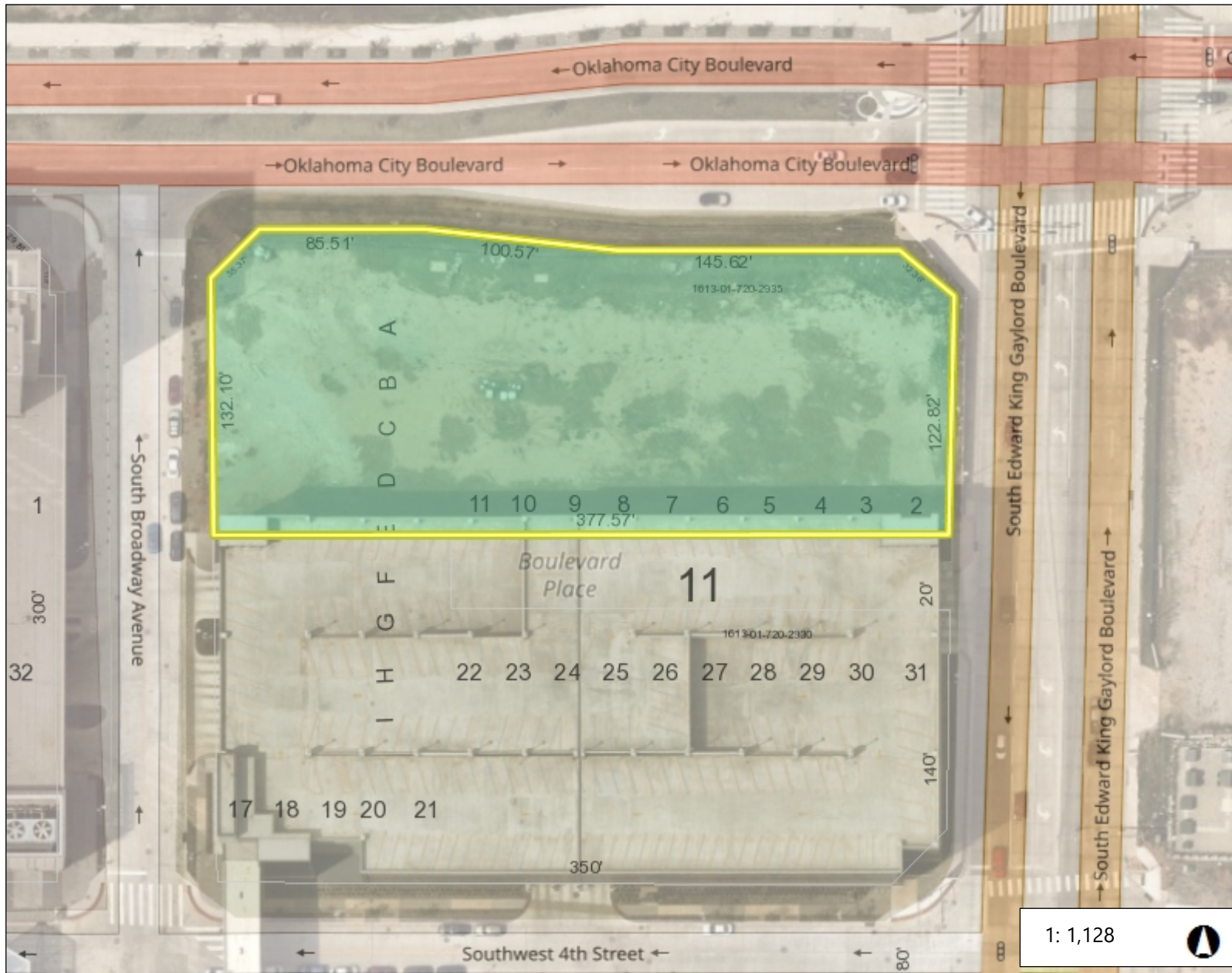
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of September, 2021, personally appeared William T. Strange, to me known to be the identical person who executed the foregoing instrument as the Manager of Boulevard Place OKC, LLC, an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Boulevard Place OKC, LLC, for the uses and purposes therein set forth.

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

NOTARY PUBLIC



Legend



1: 1,128



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Notes

Enter Map Description

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: September 15, 2021

Ref: Resolution Conditionally Designating a Redeveloper for Certain Property Located Near the Intersection of Interstate 235 and Northeast 1st Street, MAPS Sports-Entertainment-Parking Support Redevelopment Plan

Background: OCURA currently owns property located immediately east of the Interstate 235 off-ramp to East Sheridan Avenue and south of Northeast 1st Street and publicly invited proposals for the property. OKC Zero Campus, LLC (OZC) submitted a response for the redevelopment. It is appropriate to conduct negotiations with the conditionally designated redeveloper for a period of ninety (90) days to attempt to reach an agreement as to development plans, financing arrangements, price contingencies, and other terms and conditions and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

Purpose of Agenda Item: Conditionally Designating a Redeveloper.

Staff Recommendation: Approval of Resolution

Attachments: Resolution and Map Exhibit

RESOLUTION NO. _____

**RESOLUTION CONDITIONALLY DESIGNATING A REDEVELOPER FOR CERTAIN
PROPERTY LOCATED NEAR THE INTERSECTION OF INTERSTATE 235 AND
NORTHEAST 1ST STREET, MAPS SPORTS-ENTERTAINMENT-PARKING SUPPORT
REDEVELOPMENT PLAN**

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

WHEREAS, the Authority has previously publicly invited proposals for property located immediately east of the I-235 off-ramp to East Sheridan Avenue and south of Northeast 1st Street, as more particularly described on the attached Exhibit A (“Property”); and

WHEREAS, OKC Zero Campus, LLC, submitted a response to the public invitation; and

WHEREAS, the Board of Commissioners of the Authority has reviewed the redevelopment proposal submitted by OKC Zero Campus, LLC, in response to the public invitation; and

WHEREAS, in accordance with the public invitation process, the Board of Commissioners finds that the proposal submitted by OKC Zero Campus, LLC, is responsive to the criteria established in the public invitation and is an acceptable initial proposal, and the Board of Commissioners hereby deems it appropriate to conditionally designate OKC Zero Campus, LLC, as redeveloper of the Property; and

WHEREAS, the Board of Commissioners deems it appropriate and desirable to authorize and direct its Executive Director and Legal Counsel to conduct negotiations with the conditionally designated redeveloper for a period of ninety (90) days to attempt to reach an agreement as to development plans, financing arrangements, price contingencies, and other terms and conditions satisfactory to the Authority, and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

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

1. The redevelopment proposal submitted by OKC Zero Campus, LLC, is hereby deemed to be an acceptable initial proposal, and OKC Zero Campus, LLC, is hereby conditionally designated as the redeveloper for the proposed redevelopment site.
2. The Executive Director and Legal Counsel of the Authority are authorized and directed to negotiate with OKC Zero Campus, LLC, for a period of ninety (90) days

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

I, _____, Secretary of the Board of Commissioners for 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 **15th** day of **September, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting 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)

EXHIBIT A
Legal Description of the Property

That part of the west half of the southeast quarter of the southeast quarter of Section 34, in Township 12 North, of Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, described as follows to wit:

Beginning at the point of intersection of the west line of said twenty acres with the south line of the right-of-way of the C.O. & G. R.R. now the C.R.I. & P. R.R. Co.;

Thence Northeasterly following said line of said right of way to a point, 661.8 feet Northeast of the point of beginning it being the point of intersection of the east line of said twenty acre tract and the said south line of said right of way;

Thence South 164 feet to the north line of the M.K. & O. R.R. Co. now the M.K. & T. R.R. Co.;

Thence in a general Southwesterly direction following said north line of the said last named right of way to the intersection of said line with the west line of said twenty acre tract, said point of intersection being about 569.1 feet South of the place of beginning.

Thence North to the place of beginning.

Less and except:

A strip, piece or parcel of land lying in part of the west half of the southeast quarter of the southeast quarter of Section 34, in Township 12 North, of Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, described in metes and bounds as follows:

Beginning at a point on the west line of said west half of the southeast quarter of the southeast quarter, a distance of 1,227.35 feet North 00°39'40" East of the southwest corner of said west half of the southeast quarter of the southeast quarter;

Thence North 00°39'40" East along said west line a distance of 25.08 feet to a point on the present south property line of the Union Pacific Railroad;

Thence North 85°57'55" East along said property line a distance of 673.78 feet to a point on the east line of said west half of the southeast quarter of the southeast quarter;

Thence South 00°45'45" West along said east line a distance of 25.09 feet;

Thence South 85°57'55" West a distance of 673.74 feet to point of beginning.



1: 4,514

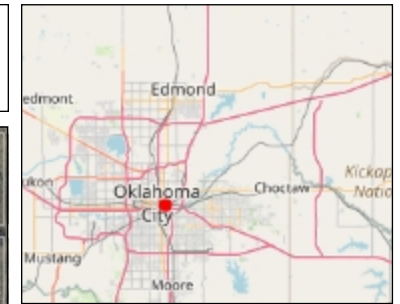


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Legend

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

Notes

OCURA- R133582000

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: September 15, 2021
Ref: Resolution Conditionally Designating a Redeveloper for Certain Property Located at the Generally Located Between Russell M. Perry Avenue, Main Street, N.E. 1st Street, and N.E. 2nd Street, Harrison-Walnut Urban Renewal Plan, As Amended

Background: OCURA is engaged in the implementation of the Harrison-Walnut Urban Renewal Plan and owns approximately 2.8 acres of real property located generally between Russell M. Perry Avenue, Main Street, N.E. 1st Street, and N.E. 2nd Street. Burnett Equity responded to the request for proposals on this property. After reviewing the proposal, staff recommends conditionally designating Burnett Equity as the redeveloper.

Purpose of Agenda Item: The resolution conditionally designating a redeveloper for the redevelopment of property located generally between Russell M. Perry Avenue, Main Street, N.E. 1st Street, and N.E. 2nd Street.

Staff Recommendation: Approval of Resolution

Attachments: Map Exhibit

RESOLUTION NO. _____

**RESOLUTION CONDITIONALLY DESIGNATING A REDEVELOPER FOR CERTAIN
PROPERTY GENERALLY LOCATED BETWEEN RUSSELL M. PERRY AVENUE,
MAIN STREET, N.E. 1ST STREET, AND N.E. 2ND STREET, HARRISON-WALNUT
URBAN RENEWAL PLAN, AS AMENDED**

WHEREAS, the Oklahoma City Urban Renewal Authority (“Authority”) is a public body corporate created pursuant to the Oklahoma Urban Redevelopment Law, 11 O.S. §38-101, *et seq.*, and has undertaken implementation of the Harrison-Walnut Urban Renewal Plan (“Urban Renewal Plan”) pursuant to the approval and direction of The City of Oklahoma City; and

WHEREAS, the Authority owns and seeks to convey for redevelopment approximately 2.8 acres of real property and adjacent property platted as common area located generally between Russell M. Perry Avenue, Main Street, N.E. 1st Street, and N.E. 2nd Street, more particularly described and depicted on the attached Exhibit A (“Property”); and

WHEREAS, the Authority has previously solicited proposals for the redevelopment of the Property, and a response was received in response to the public invitation; and

WHEREAS, a committee made up of a Commissioner, Authority staff, and a board member of the existing homeowner’s association of the adjacent development known as The Hill at Bricktown reviewed the redevelopment proposal and recommends to the Board of Commissioners that the proposal submitted by a team led by Burnett Equity is responsive to the criteria established in response to the public invitation; and

WHEREAS, in accordance with the public invitation process and upon recommendation of Authority staff, the Board of Commissioners finds that the proposal submitted by the team lead by Burnett Equity is responsive to the criteria established in the public invitation and is an acceptable initial proposal, and the Board of Commissioners hereby deems it appropriate to conditionally designate the entity to be formed by Burnett Equity as redeveloper of the Property; and

WHEREAS, the Board of Commissioners deems it appropriate to authorize and direct its Executive Director and Legal Counsel to conduct negotiations with the conditionally designated redeveloper for a period of one hundred twenty (120) days to attempt to reach an agreement as to development plans, financing arrangements, price contingencies, and other terms and conditions satisfactory to the Authority and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

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

1. The redevelopment proposal submitted by the team led by Burnett Equity is hereby deemed to be an acceptable initial proposal, and the entity to be formed by Burnett

Equity is hereby conditionally designated as the redeveloper for the proposed redevelopment site.

2. The Executive Director and Legal Counsel of the Authority are authorized and directed to negotiate with the entity to be formed by Burnett Equity for a period of one hundred twenty (120) days to attempt to reach an agreement as to development plans, financing arrangements, price contingencies, and other terms and conditions satisfactory to the Authority and present a draft contract for sale of land and redevelopment to the Board of Commissioners for review and consideration.

I, _____, Secretary of the Board of Commissioners for 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 **15th** day of **September, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting 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)

EXHIBIT A

LEGAL DESCRIPTION

The Hill At Bricktown
OCURA

February 24, 2021

A tract of land being a part of the South Half (S/2) of Section Thirty-four (34), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

The Hill at Bricktown Section 3 Platted Lots

All of Lots 8 through 14 of Block 6 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 8 through 28 of Block 9 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 26 of Block 10 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 7 of Block 11 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

All of Lots 1 through 5 of Block 12 as shown on the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25.

AND

The Hill at Bricktown Common Areas

All of Common Area "C" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61 ***less and except*** that portion of said Common Area "C" replatted as a part of the plat THE HILL AT BRICKTOWN SECTION 3 recorded in Book PL75, Page 25 and further ***less and except*** that portion of Common Area "C" more particularly described as:

Beginning at the Southwest (SW) Corner of Lot 1 Block 8 of said plat THE HILL AT BRICKTOWN, said point being the POINT OF BEGINNING;

THENCE South 88°40'22" East, along and with the South line of said Block Eight (8)

Prepared by Matthew Johnson P.L.S. 1807

Johnson & Associates, Inc.

Certificate of Authorization No. 1484 (Expires 6-30-21)

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and the North line of said Common Area "C", a distance of 209.50 feet to the Southwest (SW) Corner of Lot 1 Block 10 of said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE South 01°19'38" West, along and with the extended West line of said Lot 1 Block 10, a distance of 30.00 feet to a point on the South line of said Common Area "C" and the North line of Block 9 as shown on said plat THE HILL AT BRICKTOWN SECTION 3;

THENCE North 88°40'22" West, along and with the South line of said Common Area "C" extended and the North line of said Block 9, a distance of 215.30 feet to the Northwest (NW) Corner of Lot 1 of said Block 9, said point lying on the East right-of-way line of Geary Avenue and the West line of said Common Area "C";

THENCE North 01°19'38" East, along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 77.13 feet;

THENCE North 46°19'38" East, continuing along and with the East right-of-way line of Geary Avenue and the West line of said Common Area "C", a distance of 8.20 feet to a Northwest (NW) Corner of said Lot 1 Block 8;

THENCE South 01°19'38" West, along and with the East line of said Common Area "C" and the West line of said Lot 1 Block 8, a distance of 52.93 feet to the POINT OF BEGINNING.

AND

All of Common Area "H" as shown on the plat THE HILL AT BRICKTOWN recorded in Book 67 of plats, Page 61

Basis of Bearing: Bearings as shown on the recorded plat THE HILL AT BRICKTOWN

Legal Description subject to change based on survey or necessary adjustments/corrections.

OKLAHOMA CITY

URBAN

RENEWAL

AUTHORITY

To: Board of Commissioners

From: Catherine O'Connor, Executive Director

Date: September 15, 2021

Ref: Resolution Approving Proposed Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment between the Oklahoma City Urban Renewal Authority and Alley's End OKC, LLC to 34 Parking, LLC; Conditionally Designating 34 Parking, LLC as a Redeveloper; Authorizing the Transfer of Property to the Oklahoma City Redevelopment Corporation; and Approving an Amended and Restated Contract for Sale of Land and Redevelopment with Alley's End, LLC for the Redevelopment of Property Located at the Southeast Corner of North E.K. Gaylord Boulevard and Northwest 4th Street, Constituting Redevelopment Parcel No. 1, Amended and Reissued Central Business District Urban Renewal Plan (Project OKLA. R-30)

Background: In December 2021, OCURA entered into a Contract for Sale of Land and Redevelopment with Alley's End OKC, LLC for the development of a primarily affordable unit residential project, with some commercial space and a parking garage. OCURA has previously approved schematic design studies and design development drawings.

The Redeveloper proposes to assign all of its rights, interests and obligations under the Redevelopment Agreement for a portion of the property known as Tract 2 (Garage Property) to 34 Parking, LLC for construction of a parking structure. It is appropriate and desirable to consent to the Partial Assignment and Assumption of Redevelopment Agreement to the 34 Parking, LLC, subject to approval and execution of a mutually acceptable Contract for Sale of Land and Redevelopment between OCURA and 34 Parking, LLC. Additionally, it is appropriate to conditionally designate 34 Parking, LLC as redeveloper of the Garage Property.

The residential development will be constructed by Alley's End OKC, LLC on the portion of the Property defined and described as Tract 1 and Tract 3 (Residential Property). 100% of the residential units will be affordable for low-income families, defined as families whose incomes do not exceed 60% of the area median income.

To facilitate the financing of 100% affordable residential units, and to meet the requirements for an exemption from ad valorem taxes, it is necessary, appropriate, and desirable for the Residential Redeveloper to be granted a leasehold estate in the Residential Property and that title be held by the Oklahoma City Redevelopment Corporation, a 501(c)(3) not-for-profit redevelopment corporation ("OCRC"), organized for the purpose of aiding and providing assistance to OCURA in connection with its proposed and approved redevelopment activities.

OCURA Agenda Item 9

It is appropriate and desirable to transfer title to the Residential Property to OCRC and to formalize the terms and conditions of such transfer in a purchase and sale agreement, including a requirement that the entire rent paid by the Residential Redeveloper to OCRC pursuant to the ground lease shall be paid over from OCRC to OCURA within thirty (30) days of receipt, which is to be not less than the fair value of the Residential Property, and the restrictions upon, and the covenants, conditions, and obligations assumed by both the Residential Redeveloper and OCRC.

In order to appropriately reflect the changes to the project proposed for the Residential Property, to remove the obligations associated with the Garage Property, and to provide for the conveyance of the Residential Property to OCRC and its subsequent lease to the Residential Developer, it is appropriate and desirable to approve an Amended and Restated Redevelopment Agreement.

Purpose of Agenda Item: The resolution approves a Partial Assignment and Assumption of Contract for Sale of Land and Redevelopment between to 34 Parking, LLC; conditionally designated 34 Parking, LLC as a Redeveloper; authorizes the transfer of property to the Oklahoma City Redevelopment Corporation; and approves an Amended and Restated Contract for Sale of Land and Redevelopment with Alley's End, LLC

Staff Recommendation: Approval of Resolution

Attachments: Legal Description and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING PROPOSED PARTIAL ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR SALE OF LAND AND REDEVELOPMENT BETWEEN THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY AND ALLEY'S END OKC, LLC TO 34 PARKING, LLC; CONDITIONALLY DESIGNATING 34 PARKING, LLC AS A REDEVELOPER; AUTHORIZING THE TRANSFER OF PROPERTY TO THE OKLAHOMA CITY REDEVELOPMENT CORPORATION; AND APPROVING AN AMENDED AND RESTATED CONTRACT FOR SALE OF LAND AND REDEVELOPMENT WITH ALLEY'S END, LLC FOR THE REDEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF NORTH E.K. GAYLORD BOULEVARD AND NORTHWEST 4TH STREET, CONSTITUTING REDEVELOPMENT PARCEL NO. 1, AMENDED AND REISSUED CENTRAL BUSINESS DISTRICT URBAN RENEWAL PLAN (PROJECT OKLA. R-30)

WHEREAS, the Oklahoma City Urban Renewal Authority ("Authority") is engaged in the implementation of the Amended and Reissued Central Business District Urban Renewal Plan (Project Okla. R-30), as amended ("Urban Renewal Plan"), pursuant to the approval and direction of the City of Oklahoma City ("City") in accordance with the Oklahoma Urban Redevelopment Law, 11 O.S. § 38-101, *et seq.*; and

WHEREAS, the Authority and Alley's End OKC, LLC ("Residential Redeveloper") have previously entered into a Contract for Sale of Land and Redevelopment ("Redevelopment Agreement") for the development of a primarily residential project, with 65% affordable units, including some commercial space, and a parking garage on property the Authority owns generally located at the southeast corner of North E.K. Gaylord Boulevard and Northwest 4th Street, identified as Redevelopment Parcel No. 1 in the Urban Renewal Plan ("Property"); and

WHEREAS, consistent with the Redevelopment Agreement, the Residential Redeveloper has submitted, and the Authority has approved, Schematic Design Studies and Design Development Documents for the development on the Property; and

WHEREAS, the Residential Redeveloper proposes to assign all of its rights, interests, and obligations under the Redevelopment Agreement with respect to a portion of the Property, described and depicted as Tract 2 on the attached Exhibit A, to be confirmed and finalized by final survey ("Garage Property"), to 34 Parking, LLC ("Garage Redeveloper"), which desires to construct the parking garage to serve the residential development to be constructed by the Residential Developer; and

WHEREAS, in order to assign the rights, interests, and obligations under the Redevelopment Agreement with respect to the Garage Property from the Residential Redeveloper to the Garage Developer, it is appropriate and desirable to consent to the Partial Assignment and Assumption of Redevelopment Agreement from the Residential Redeveloper to the Garage Redeveloper, subject to approval and execution of a mutually acceptable Contract for Sale of Land and Redevelopment between the Authority and the Garage Redeveloper for the Garage Property,

and to authorize the Executive Director to execute such Consent to Partial Assignment and Assumption of Redevelopment Agreement with respect to the construction of the parking garage on the Garage Property; and

WHEREAS, it is appropriate to conditionally designate 34 Parking, LLC as redeveloper of the Garage Property; and

WHEREAS, it is appropriate and desirable to authorize the Executive Director, with the assistance of Legal Counsel, to conduct negotiations with 34 Parking, LLC for a period of sixty (60) days to attempt to reach agreement on the terms of a Contract for Sale of Land and Redevelopment for the construction of a parking garage on the Garage Property consistent with the Schematic Design Studies and Design Development Documents that have previously been approved by the Authority and to present such Contract for Sale of Land and Redevelopment to the Board of Commissioners for review and consideration; and

WHEREAS, the residential development will be constructed by the Residential Redeveloper on the portion of the Property defined and described as Tract 1 and Tract 3 on the attached Exhibit A, to be confirmed and finalized by final survey (“Residential Property”); and

WHEREAS, the Residential Redeveloper now proposes to make 100% of the residential units affordable for low-income families, defined as families whose incomes do not exceed 60% of the area median income; and

WHEREAS, in order to facilitate the financing of a residential development with 100% affordable units, specifically to meet the requirements for an exemption from ad valorem taxes, it is necessary, appropriate, and desirable for the Residential Redeveloper to be granted a leasehold estate in the Residential Property and that title be held by the Oklahoma City Redevelopment Corporation, a 501(c)(3) not-for-profit redevelopment corporation (“Corporation”), organized for the purpose of aiding and providing assistance to the Authority in connection with its proposed and approved redevelopment activities; and

WHEREAS, it is appropriate and desirable to transfer title to the Residential Property to the Corporation and to formalize the terms and conditions of such transfer in a purchase and sale agreement, including a requirement that the entire rent paid by the Residential Redeveloper to the Corporation pursuant to the ground lease shall be paid over from the Corporation to the Authority within thirty (30) days of receipt, which rent as specified in the Amended and Restated Redevelopment Agreement is determined to be not less than the fair value of the Residential Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and obligations assumed by both the Residential Redeveloper and the Corporation; and

WHEREAS, in order to appropriately reflect the changes to the project proposed for the Residential Property, to remove the obligations associated with the Garage Property, and to provide for the conveyance of the Residential Property to the Corporation and its subsequent lease to the Residential Developer, it is appropriate and desirable to approve an Amended and Restated

Redevelopment Agreement with the Residential Redeveloper and to authorize the Executive Director to execute such Amended and Restated Redevelopment Agreement; and

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

1. The Partial Assignment and Assumption of Redevelopment Agreement from the Residential Redeveloper to the Garage Redeveloper is hereby approved, subject to approval and execution of a mutually acceptable Redevelopment Agreement, and the Executive Director is hereby authorized to execute the Consent to Partial Assignment and Assumption of Redevelopment Agreement with respect to the construction of the parking garage on the Garage Property.
2. Parking 34, LLC is hereby conditionally designated as the redeveloper for the Garage Property.
3. The Executive Director is hereby authorized to negotiate the terms of a Contract for Sale of Land and Redevelopment with the Garage Redeveloper for the construction of a parking garage on the Garage Property consistent with the Schematic Design Studies and Design Development Documents that have previously been approved by the Authority, and such Contract for Sale of Land and Redevelopment with the Garage Redeveloper will be presented to the Board of Commissioners for its consideration and approval.
4. The Amended and Restated Redevelopment Agreement with the Residential Redeveloper is hereby approved, and the Executive Director is authorized to execute the Amended and Restated Redevelopment Agreement.
5. The transfer of title to the Residential Property to the Corporation, is hereby authorized and approved, subject to a requirement that the entire rent paid by the Residential Redeveloper pursuant to the ground lease shall be paid over from the Corporation to the Authority within thirty (30) days of receipt, which rent as specified in the Amended and Restated Redevelopment Agreement is determined to be not less than the fair value of the Residential Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants, conditions, and obligations assumed by both the Residential Redeveloper and the Corporation.
6. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Amended and Restated Redevelopment Agreement, including but not limited to finalizing and executing the Consent to Partial Assignment and Assumption to Redevelopment Agreement, the Amended and Restated Redevelopment Agreement, a purchase and sale agreement with the Corporation, and other related contracts and documents which are appropriate to performing the terms of the Amended and Restated Redevelopment Agreement.

I, _____, Secretary of the Board of Commissioners for 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 **15th** day of **September, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meeting 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)



LEGAL DESCRIPTION

N.W. 4th & E.K. Gaylord

September 1, 2021

TRACT 1:

A tract of land being a part of the East Half (E/2) of Section Thirty-three (33), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Block Ten (10) as shown on the plat OKLAHOMA CITY recorded in Book 1 of plats, Page 2, being more particularly described as follows:

COMMENCING at the Northeast (NE) Corner of said Block Ten (10);

THENCE North 88°37'26.46" West, along and with the North line of said Block Ten (10), a distance of 147.90 feet to the POINT OF BEGINNING;

THENCE South 01°22'33.54" West, departing said North line, a distance of 280.56 feet;

THENCE South 88°37'26.46" East, a distance of 9.99 feet;

THENCE South 01°22'33.54" West, a distance of 47.28 feet;

THENCE on a curve to the left having a radius of 197.74 feet, a chord bearing of South 51°34'34.38" West, a chord length of 61.66 feet, and an arc length of 61.91 feet;

THENCE North 82°10'35.08" West, a distance of 19.12 feet;

THENCE North 48°52'14.38" West, a distance of 101.92 feet;

THENCE along and with the East line of said Deed of Dedication the following three (3) calls:

1. North 48°03'36.13" West, a distance of 193.93 feet;
2. on a curve to the right having a radius of 228.86 feet, a chord bearing of North 24°35'34.23" West, a chord length of 182.28 feet, and an arc length of 187.48 feet;
3. North 45°45'16.54" East, a distance of 13.99 feet to a point on the North line of said Block Ten (10);

THENCE South 88°37'26.46" East, along and with the North line of said Block Ten (10), a distance of 352.10 feet to the POINT OF BEGINNING.

Containing 91,095 square feet or 2.0913 acres, more or less.

TRACT 2:

A tract of land being a part of the East Half (E/2) of Section Thirty-three (33), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Block Ten (10) as shown on the plat OKLAHOMA CITY recorded in Book 1 of plats, Page 2, being more particularly described as follows:

COMMENCING at the POINT OF BEGINNING at the Northeast (NE) Corner of said Block Ten (10);

THENCE South $01^{\circ}22'33.54''$ West, a distance of 300.00 feet;

THENCE North $88^{\circ}37'26.46''$ West, a distance of 42.96 feet;

THENCE on a curve to the left having a radius of 197.74 feet, a chord bearing of South $75^{\circ}02'08.53''$ West, a chord length of 98.95 feet, and an arc length of 100.02 feet;

THENCE along and with the East line of Tract 1 the following three (3) calls:

1. North $01^{\circ}22'33.54''$ East, a distance of 47.28 feet;
2. North $88^{\circ}37'22.46''$ West, a distance of 9.99 feet;
3. North $01^{\circ}22'33.54''$ East, a distance of 280.56 feet;

THENCE South $88^{\circ}37'26.46''$ East, along and with the North line of said Block Ten (10), a distance of 339.39 feet to the POINT OF BEGINNING.

Containing 45,082 square feet or 1.0349 acres, more or less.

TRACT 3:

A tract of land being a part of the East Half (E/2) of Section Thirty-three (33), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, being a portion of Block Nine (9) as shown on the plat OKLAHOMA CITY recorded in Book 1 of plats, Page 2, being more particularly described as follows:

COMMENCING at the POINT OF BEGINNING at the Northeast (NE) Corner of said Block Nine (9);

THENCE South 01°22'34.00" West, along and with the East line of said Block Nine (9), a distance of 140.00 feet to the Southeast (SE) Corner of Lot Thirty-six (36) of said Block Nine (9);

THENCE North 88°37'26.00" West, a distance of 45.54 feet to a point on the East line of a tract of land described in Deed of Dedication recorded in Book 4047, Page 1904;

THENCE along and with the East line of said Deed of Dedication the following three (3) calls:

1. on a non-tangent curve to the left having a radius of 293.49 feet, a chord bearing of North 39°31'18.00" West, a chord length of 87.29 feet and an arc length of 87.61 feet;
2. North 48°04'25.00" West, a distance of 29.36 feet to a point on the West line of said Lot Twenty-two (22) of said Block Nine (9);
3. North 01°22'34.00 East, along and with the West line of said Lot Twenty-two (22), a distance of 15.74 feet

THENCE on a non-tangent curve to the right having a radius of 129.31 feet, a chord bearing of North 68°27'59.70" East, a chord length of 100.67 feet and an arc length of 103.41 feet;

THENCE South 88°37'26.00" East, along and with the North line of said Block Nine (9), a distance of 32.27 feet to the POINT OF BEGINNING.

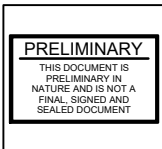
Containing 12,612 square feet or 0.2895 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plan North Zone NAD83)

DWG NAME: H:\PRJ\FSB2019-055-0003-BIM\03-CIVIL\SHEETS\9-055-00EXHIBIT C - PROPERTY LINES.DWG SAVE DATE: 8/11/2021 8:50 AM BY: BRS PLOT DATE: 9/1/2021 9:19 AM



PROPOSED PROPERTY LINES
1"=100'



SHEET TITLE PROPERTY LINE EXHIBIT		DATE 09/01/2021
PROJECT ALLEY'S END		PROJECT NO. FSB2019-055-00
SEQUENCE NUMBER	REVISION DESCRIPTION	SHEET NO. EXHIBIT C

DESIGN: BRS

DRAWN: BRS

CHECKED: JGD

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

	<u>Closeout</u> <u>Project</u> <u>Fund</u>	<u>Revolving</u> <u>Fund</u>	<u>Core to Shore</u> <u>Buffer</u>	<u>SEP II</u> <u>Fund</u>	<u>Harrison-</u> <u>Walnut</u> <u>Other Fund</u>	<u>Nonfederal</u> <u>Fund</u>	<u>OCRC</u>	<u>Bass Pro</u> <u>Shop</u> <u>Fund</u>	<u>Total</u>	<u>Budget</u> <u>2021-22</u>
Assets										
Cash	4,252,402	117,922	648,412	-	-	992,878	181,264	670,484	6,863,362	
Investments	245,000	-	-	-	-	-	-	-	245,000	
Accounts Receivable	-	12,822	-	-	-	-	-	-	12,822	
Due from Other Governmental Entities	183,445	41,126	-	-	-	-	-	-	224,571	
Due from (to) Other Funds	207,428	(171,850)	(17,556)	(13,019)	(5,003)	-	-	-	-	
Total Assets	4,888,275	20	630,856	(13,019)	(5,003)	992,878	181,264	670,484	7,345,755	
Liabilities and Fund Balances										
Accounts Payable	100	20	-	-	-	-	-	-	120	
Deposits	900	-	25,000	-	-	-	-	-	25,900	
Total Liabilities	1,000	20	25,000	-	-	-	-	-	26,020	
Total Fund Balances	4,887,275	-	605,856	(13,019)	(5,003)	992,878	181,264	670,484	7,319,735	
Total Liabilities and Fund Balances	4,888,275	20	630,856	(13,019)	(5,003)	992,878	181,264	670,484	7,345,755	
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	1,400,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	4,500	-	-	-	-	-	-	52,434	56,934	655,000
Real Estate Sales	2,159,705	-	-	-	-	-	-	-	2,159,705	1,490,000
Interest	2,065	-	6	-	-	3,645	1	-	5,717	5,000
Other	-	-	-	-	-	5,700	-	-	5,700	-
Total Revenues	2,166,271	-	6	-	-	9,345	1	52,434	2,228,056	3,550,000
Expenditures										
General and Administrative	45,801	-	2,542	6,519	4,429	-	-	-	59,292	1,115,000
Real Estate Acquisition	1,400	-	62,500	-	-	-	-	-	63,900	150,000
Real Estate Disposition	2,856	-	-	6,500	-	-	-	-	9,356	200,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	600,000
Legal	-	-	-	-	-	-	-	-	-	250,000
Other Professional	1,000	-	-	-	-	-	-	-	1,000	200,000
Property Management	36,126	-	1,900	-	574	-	-	10,802	49,402	483,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	750,000
Other	-	-	-	-	-	-	-	-	-	60,000
Total Expenditures	87,183	-	66,942	13,019	5,003	-	-	10,802	182,949	3,808,000
Changes in Fund Balance	2,079,088	-	(66,936)	(13,019)	(5,003)	9,345	1	41,632	2,045,107	(258,000)
Fund Balance, Beginning of Year	2,808,187	-	672,792	-	-	983,533	181,263	628,853	5,274,627	
Transfers In (Out)	-	-	-	-	-	-	-	-	-	
Fund Balance, Current	4,887,275	-	605,856	(13,019)	(5,003)	992,878	181,264	670,484	7,319,735	

Unaudited - For Management Use Only

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

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