AGENDA
REGULARMEETING OF
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
WEDNESDAY, SEPTEMBER 16, 2020
TELECONFERENCE
10:30 A.M.

This meeting will be held by teleconference for the Board of Commissioners of the Oklahoma City Urban Renewal Authority (OCURA) as authorized by SB 661 and the state of emergency declared by Gov. Kevin Stitt on March 15, 2020. If a member of the public wishes to participate, the meeting can be accessed online at https://us02web.zoom.us/j/85793330015 (which will allow the presentation(s) to be viewed); or by dialing ***+1 346 248 7799****; Meeting ID:* ***857 9333 0015***. Commissioners of OCURA will be appearing via teleconference:

Mr. J. Larry Nichols	(via teleconference)
Ms. Judy J. Hatfield	(via teleconference)
Mr. Mark Beffort	(via teleconference)
Mr. James R. Tolbert	(via teleconference)
Mr. Russell Perry	(via teleconference)

Written materials for this meeting are available to the public at:
https://www.theallianceokc.org/2020-meetings
If a member of the public wishes to speak under the agenda item "Citizens to be heard", please email: Elizabeth.larios@thealliianceokc.org prior to the meeting time with your name, address phone number, and the topic on which you would like to speak.
Meeting video and audio will be recorded.

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 19, 2020

CORE TO SHORE

5. Resolution No. _____ Approving Schematic Design Studies and Design Development Documents Submitted by Boulevard Place OKC, LLC for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan

JFK PROJECT AREA

6. Resolution No. _____ Approving a Redevelopment Agreement with Jefferson Park Neighbors Association for two Residences on Northeast 12th Street in between North Jordan Avenue and North Bath Avenue, John F. Kennedy Urban Renewal Plan

7. Resolution No. _____ Approving a Redevelopment Agreement with Kathleen Romano for a Single-Family Home on Northeast 9th Street in between North Bath Avenue and North Kate Avenue, John F. Kennedy Urban Renewal Plan

8. Resolution No. _____ Approving a Redevelopment Agreement with An Thu Tran Vu and Giang Thanh Vu for a Single-Family Home on North Lottie Avenue in between East Park Place and Northeast 11th Street, John F. Kennedy Urban Renewal Plan

9. Presentation Interim Financial Report for the Period of July 31, 2020

10. Staff Report

11. Citizens To Be Heard

12. Adjournment

Posted At The Offices Of The City Clerk, And At Https://Www.Theallianceokc.Org/2020-Meetings
By 10:30 A.M. On Tuesday, September 15, 2020 by Pam Lunnon, Executive Assistant

OCURA BOARD OF COMMISSIONERS INSTRUCTIONS FOR TELECONFERENCE

The September 16, 2020 OCURA meeting will be a teleconference with video only of the presentation slides (not the participants). To join the meeting, click on the following computer link: https://us02web.zoom.us/j/85793330015. This is necessary to view the presentations. To use telephone audio rather than computer audio, use a telephone to call ***+1 346 248 7799*** and when prompted enter **Meeting ID:** ***857 9333 0015*** beginning at 10:30 a.m. on Wednesday, August 19 2020. The phones will remain live during the entire meeting for roll call and the ability to ask questions and make comments. Roll call will be taken every 15 minutes to ensure quorum is in attendance. Please announce if you need to leave at any time during the meeting so the Secretary will know you are absent and have not been disconnected.

If the teleconference is disconnected at any time during the meeting, the meeting shall be stopped and reconvened once the audio connection is restored. The Chairman will announce at the beginning of the meeting that if connections are lost, the OCURA will attempt to restore communications for a maximum of ten minutes and if communications cannot be restored, the meeting will reconvene at a certain date, time, and place.

All items requiring action will be recorded by voice vote. Pam Lunnon will ask each member to respond with "Aye or Nay" or "Yes or No". If you need to recuse yourself, please announce you are leaving the meeting to recuse yourself. If you do not respond to roll call, you will be recorded as being absent.

The meeting will be recorded and available to staff after the meeting. Staff will be available on the teleconference for questions or comments.

Citizens are requested to email Elizabeth.larios@thealllianceokc.org in advance of the meeting to request to be heard under "Citizens to be Heard." All citizen participation phones will be muted during the meeting until the Chair recognizes the citizen to comment.

If you have any questions or comments about the substance or requirements for the meeting, please contact Cathy O'Connor or Leslie Batchelor. If you have technical or logistical questions, please contact Elizabeth Larios.

Additional Instructions About Zoom Meetings:

Although you can participate in Zoom meetings by either Zoom video conference on the computer link or by calling into the Zoom conference phone line, joining by the computer link is necessary in order to view the presentations on screen.

Pre-Meeting:

- If you are accessing a Zoom **video conference from your computer** for the first time, allow 5-10 minutes ahead of the meeting to get set up.

    - When you click the weblink for the conference, you will have to download a driver onto your computer.
    - You only download the driver once.
    - You can video conference without a computer camera—it will just be audio through your computer microphone.
- If you're trying to Zoom **video conference from your phone**, download the App ahead of time.
    - Search Zoom in the App store. The app is called Zoom Cloud Meetings (it is a blue with a white camera icon).
- If you're trying to Zoom **phone conference call**, make sure you have the conference call number and meeting ID available.

To Start Meeting:

- Click on the link **or** call the number to access the Zoom meeting.
    - You can do not have to do both, just one or the other.
- Enter "meeting ID" if prompted.
- Enter "Password" if prompted
- You can enable computer abilities, like microphone, camera, chat, screen share, etc.
    - Please be aware you will be muted by host upon entry to the meeting.

During Meeting:

- Set up screen preferences.
- If you notice you're getting feedback, you might have two microphones on (one from the computer and one from the phone), so please mute one of them.
- If you have a technical emergency with Zoom during the meeting, email Elizabeth.larios@theallianceokc.org.

To End Meeting:

- Host can end entire meeting.
- Host can leave meeting and have others on call continue to meet without host present.

Best Practices:

- Make sure you have a copy of the meeting info in case your primary method of communication goes down. For example, if you're video conferencing, write down the call-in number, just in case your computer dies.
- Pay attention to what microphone you have on during the conference meeting. Feedback and background noise can be very disruptive to others on the conference call.
- Keep yourself on mute until you are ready to speak. If you are on mute, you can press the spacebar to hop off/on mute.

MINUTES OF REGULAR MEETING
OF THE
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AUGUST 19, 2020

This Regular Meeting Notice via teleconference was posted on okc.gov at ***2:30 p.m. on August 5, 2020***. The Regular Meeting Agenda via teleconference was posted on okc.gov at **2*:24 p.m. on August 14, 2020***. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 10 minutes, items remaining for consideration will be moved to September 16th at 10:30 a.m., which is our next regularly scheduled meeting.

The Chairman called the meeting to order and stated that the meeting was being held in compliance with the Oklahoma Open Meeting Law. Pam Lunnon called roll and the following Commissioners were present via teleconference:

Mr. J. Larry Nichols
Mr. Mark Beffort
Mr. Russell Perry

Commissioners Absent:
Mr. James R. Tolbert
Ms. Judy J. Hatfield

The Chairman requested a motion to approve the circulated minutes of the Regular and Annual Board Meeting of the Oklahoma City Urban Renewal Authority held on Wednesday, July 15, 2020.

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

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

Minutes Approved

The Chairman introduced the following resolutions:

JFK PROJECT AREA

Resolution No. 5937 entitled:

> ***"Approving a Contract for Sale of Land and Redevelopment with Farzaneh Downtown Development LLLP and Masjid Mu'min, Inc.for the Development of Property Located at the Southwest Corner of the Intersection of Northeast 23rd Street and North Fonshill Avenue, John F. Kennedy Urban Renewal Plan"***

Commissioner Beffort 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	Absent
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent
Mr. Mark Beffort	Aye

Resolution Adopted

UNIVERSITY MEDICAL CENTER

Resolution No. 5938 entitled:

> ***"Approving Design Development Documents and Authorizing the Executive Director to Approve Construction Documents for the American Cancer Society's Hope Lodge, which will be located at 800 N.E. 7th Street (Just West of the OK Kids Korral and East of N. Phillips Avenue, in between N.E. 7th Street and N.E. 8th Street), Harrison-Walnut Urban Renewal Plan"***

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

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

Resolution Adopted

EXECUTIVE SESSION

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

Commissioner Beffort moved to enter into execution session, and upon second by Commissioner Perry, the vote was as follows:

Mr. J. Larry Nichols	Aye
Ms. Judy Hatfield	Absent
Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent
Mr. Mark Beffort	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 Beffort moved to return from execution session, and upon second by Commissioner Perry, the vote was as follows:

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

Action, if any, on items considered in executive session.

Chairman Nichols asked for a motion to provide notice to The Hill of its default under the Redevelopment Agreement with an extension of the period to cure from 30 days to 90 days, in light of the current circumstances.

Commissioner Perry moved above motion, and upon second by Commissioner Beffort, the vote was as follows:

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

Mr. Russell M. Perry	Aye
Mr. James R. Tolbert, III	Absent
Mr. Mark Beffort	Aye

Financial Report

Geri Harlan presented the financial reports through June 30, 2020.

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

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

Financial Received

Staff Report

Citizens to be heard

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

_____

Secretary

OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: September 16, 2020
Ref: Resolution Approving Schematic Design Studies and Design Development Documents Submitted by Boulevard Place OKC, LLC for the Redevelopment of Property Located on the Southeast Corner of Oklahoma City Boulevard and Broadway Avenue, Core to Shore Urban Renewal Plan

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

In 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. In accordance with the redevelopment agreement, the Redeveloper has submitted schematic design studies and design development documents for approval. It is appropriate and desirable to approve the schematic design studies and design development documents.

Summary of Agenda Item: The resolution approves schematic design studies and design development documents.

Recommendation: Approval of Resolution

Attachments: Schematic Design Studies and Design Development Documents

RESOLUTION NO. _____

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

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

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

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

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

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

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

1. The Schematics Design Studies and Design Development Documents submitted by the Redeveloper are hereby approved, subject to such limiting conditions and exceptions as may be contained in an approval letter to be issued by the Executive Director of the Authority, which approval letter the Executive Director is hereby authorized and directed to provide.

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 857 9333 0015 and online at https://us02web.zoom.us/j/85793330015 on the **16th day of September, 2020**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.

_____
SECRETARY

(SEAL)

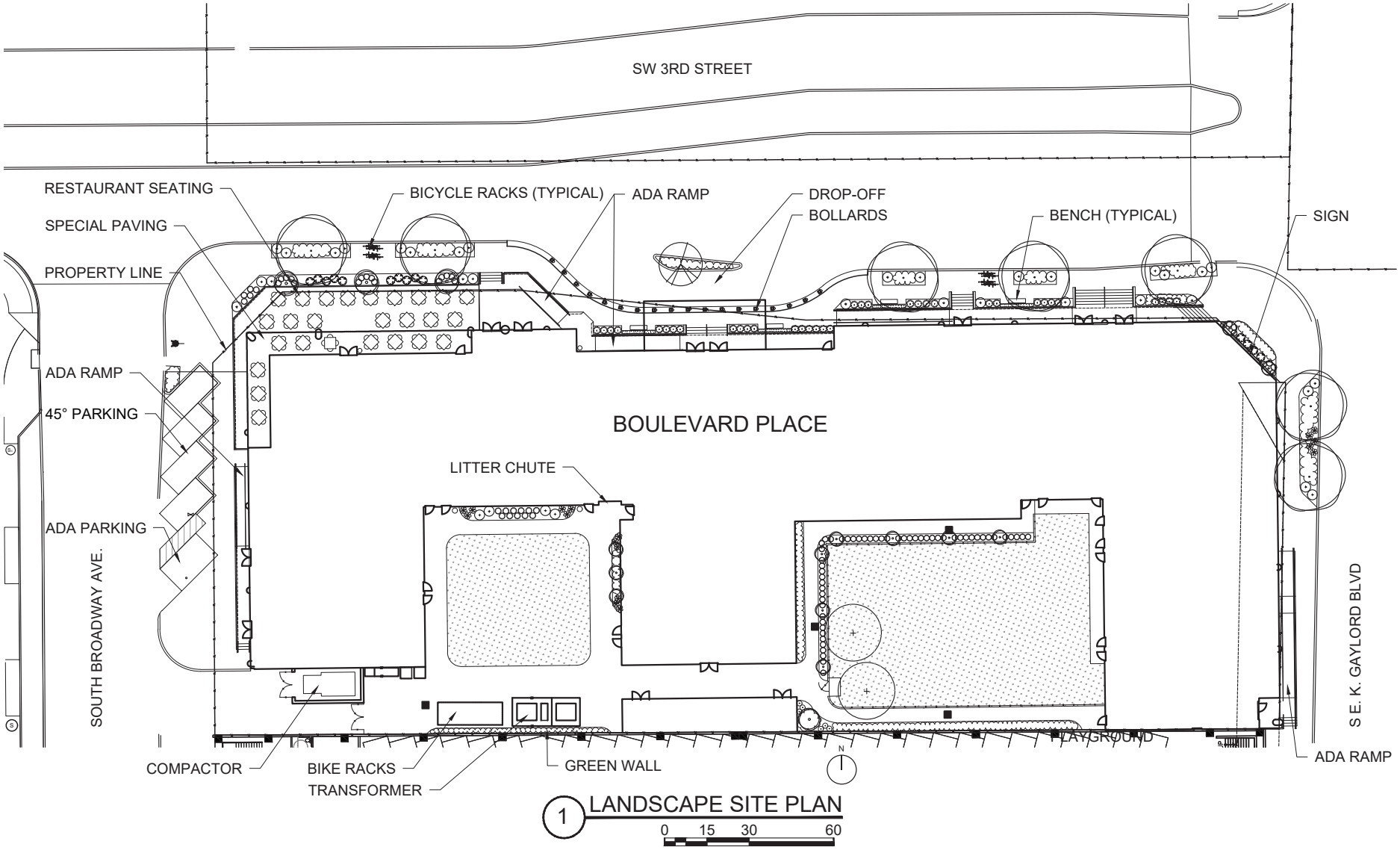
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
BOULEVARD PLACE - Mixed-Use Development

Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Schematic Design
February 7, 2019

ROSE ROCK | Development Partners

FSB



ROSE ROCK Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Landscape Site Plan

Schematic Design
February 7, 2019

ROSE ROCK | Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Exterior Renderings
Looking Southwest

Schematic Design
February 7, 2019

ROSE ROCK | Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Exterior Renderings
Looking South

Schematic Design
February 7, 2019

FSB

ROSE ROCK | Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Exterior Renderings
Looking Southeast

Schematic Design
February 7, 2019

ROSE ROCK | Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Exterior Renderings
Looking Southeast

Schematic Design
February 7, 2019

FSB

ROSE ROCK | Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Exterior Renderings
Looking Southwest

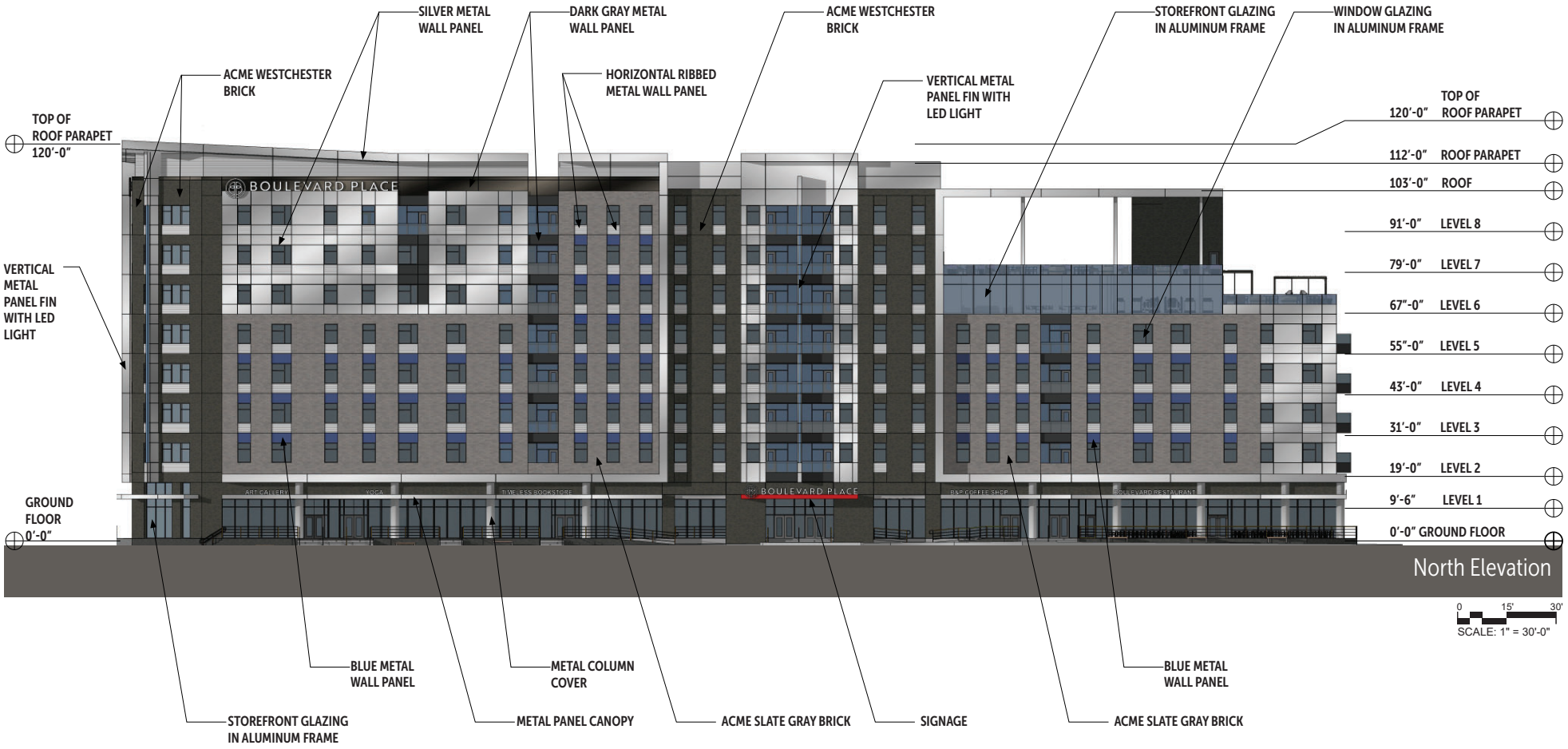
Schematic Design
February 7, 2019

ROSE ROCK | Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Exterior Renderings
Looking Southwest

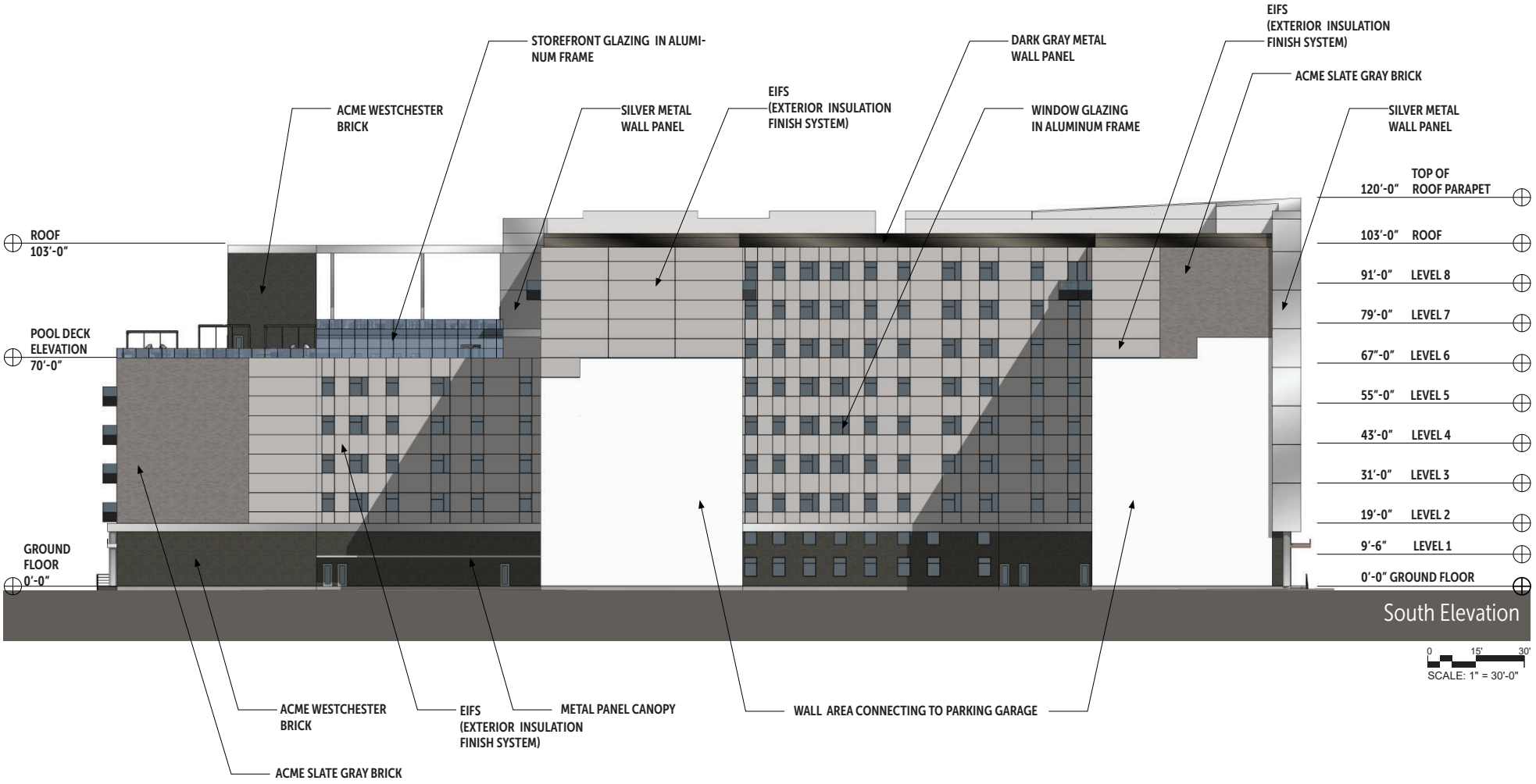
Schematic Design
February 7, 2019



ROSE ROCK | Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

North Elevation | Schematic Design
February 7, 2019

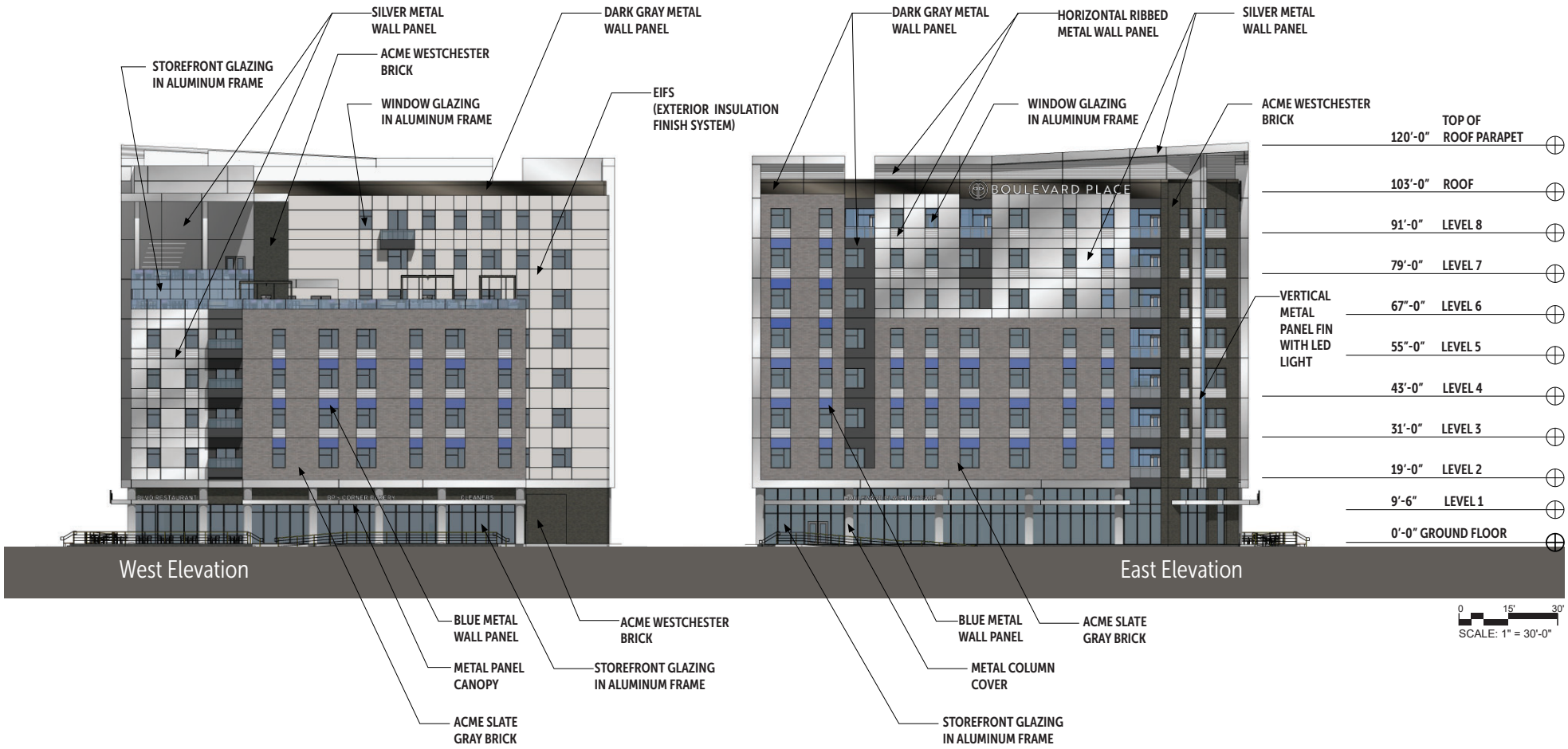


ROSE ROCK Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

South Elevation

Schematic Design
February 7, 2019

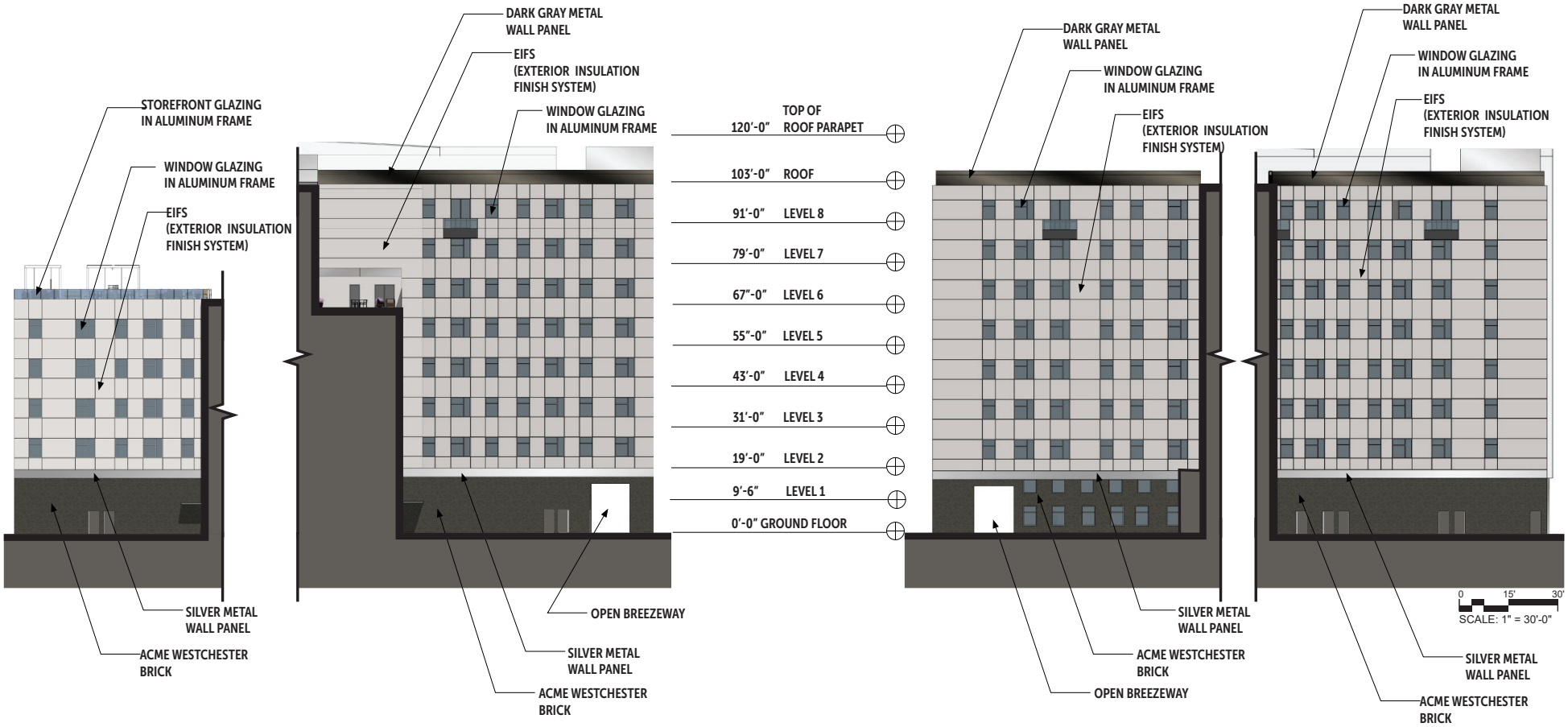


ROSE ROCK Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

East and West Elevations

Schematic Design
February 7, 2019



Courtyard 1 East Elevation

Courtyard 1 West Elevation

Courtyard 2 East Elevation

Courtyard 2 West Elevation

ROSE ROCK | Development Partners

OKLAHOMA CITY URBAN RENEWAL AUTHORITY
Boulevard Place - Mixed-Use Development
Southwest Corner of Oklahoma City Boulevard and E.K. Gaylord Boulevard

Courtyard Elevations | Schematic Design
February 7, 2019

FSB

Rose Rock Development

Boulevard Place

Oklahoma City, Oklahoma

DESIGN DEVELOPMENT

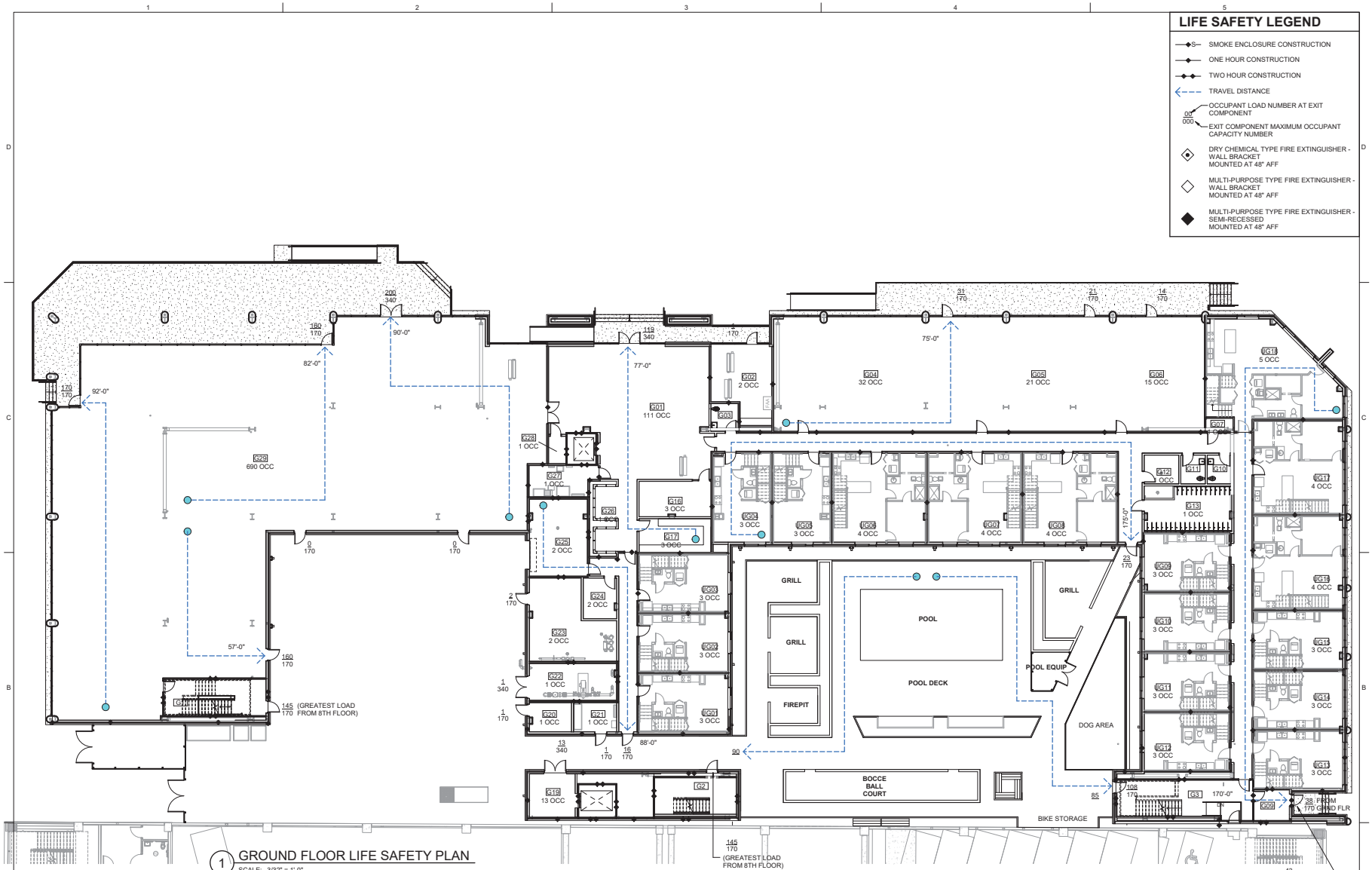
May 15, 2020

PRELIMINARY

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

5801 Broadway Extension, Suite 500
Oklahoma City, OK 73118-7436
405.840.2931 | fsb-ae.com

80380 Boulevard Place



1 GROUND FLOOR LIFE SAFETY PLAN
SCALE: 3/32" = 1'-0"

LIFE SAFETY LEGEND

- SMOKE ENCLOSURE CONSTRUCTION
- ONE HOUR CONSTRUCTION
- TWO HOUR CONSTRUCTION
- TRAVEL DISTANCE
- OCCUPANT LOAD NUMBER AT EXIT COMPONENT
- EXIT COMPONENT MAXIMUM OCCUPANT CAPACITY NUMBER
- DRY CHEMICAL TYPE FIRE EXTINGUISHER - WALL BRACKET MOUNTED AT 48" AFF
- MULTI-PURPOSE TYPE FIRE EXTINGUISHER - WALL BRACKET MOUNTED AT 48" AFF
- MULTI-PURPOSE TYPE FIRE EXTINGUISHER - SEMI-RECESSED MOUNTED AT 48" AFF

GROUND FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
	ELEV 1	UNOCCUPIED	75.05 SF		
	ELEV 2	UNOCCUPIED	104.87 SF		
	BREEZEWAY	UNOCCUPIED	619.91 SF		
	POOL	UNOCCUPIED	800 SF	@1:50	16
	GRILL	A2 - ASSEMBLY	313.26 SF	@1:15	21
	GRILL	A2 - ASSEMBLY	172.83 SF	@1:15	12
	GRILL	A2 - ASSEMBLY	230.89 SF	@1:15	16
	FIREPIT	A2 - ASSEMBLY	149.33 SF	@1:15	10
	BOCCE BALL COURT		473.78 SF		
	POOL DECK	A3 - ASSEMBLY	1783.42 SF	@1:15	119
	POOL CIRCULATION	UNOCCUPIED	3135.3 SF		
G1	STAIR 1	UNOCCUPIED	311.77 SF		
G01	LOBBY	A3 - ASSEMBLY	1651.49 SF	@1:30	111
G2	STAIR 2	UNOCCUPIED	253.93 SF		
G02	FIRE CMMND CNTR	STORAGE / MECH	352.96 SF	@1:300	2
G3	STAIR 3	UNOCCUPIED	424.77 SF		
G03	RR	UNOCCUPIED	68.49 SF		
G04	RETAIL	M - MERCANTILE	1877.28 SF	@1:60	32

GROUND FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
G05	RETAIL	M - MERCANTILE	1235 SF	@1:60	21
G06	RETAIL	M - MERCANTILE	844.83 SF	@1:60	15
G07	COMM	STORAGE / MECH	33.21 SF	@1:300	1
G08	CORR	UNOCCUPIED	535.4 SF		
G09	STAIR 3 VEST	UNOCCUPIED	99.32 SF		
G10	RR	UNOCCUPIED	64.82 SF		
G11	RR	UNOCCUPIED	64.82 SF		
G12	TRASH	STORAGE / MECH	89.1 SF	@1:300	1
G13	BIKE ROOM	STORAGE / MECH	299.61 SF	@1:300	1
G14	CORR	UNOCCUPIED	186.14 SF		
G15	CORR	UNOCCUPIED	865.15 SF		
G16	OFFICE	B - BUSINESS	216.85 SF	@1:100	3
G17	PARCEL	STORAGE / MECH	208.66 SF	@1:300	3
G18	CORR	UNOCCUPIED	338.22 SF		
G19	LOBBY	A3 - ASSEMBLY	181.92 SF	@1:30	13
G20	MECH	STORAGE / MECH	113.74 SF	@1:300	1
G21	ELEC	STORAGE / MECH	116.19 SF	@1:300	1
G22	FIRE PUMP	STORAGE / MECH	277.99 SF	@1:300	1

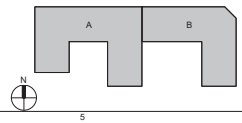
GROUND FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
G23	MECH	STORAGE / MECH	488.56 SF	@1:300	2
G24	MAINT OFFICE	B - BUSINESS	118.03 SF	@1:100	2
G25	TRASH	STORAGE / MECH	376.35 SF	@1:300	2
G26	MAIL	STORAGE / MECH	137.77 SF	@1:300	1
G27	ELEC	STORAGE / MECH	172.55 SF	@1:300	1
G28	COMM	STORAGE / MECH	43.8 SF	@1:300	1
G29	RETAIL	A2 - ASSEMBLY	10344.96 SF	@1:15	690
U120	POOL EQUIP	UNOCCUPIED	94.65 SF		
UG01	1A	R2 - RESIDENTIAL	443.19 SF	@1:200	3
UG02	1A	R2 - RESIDENTIAL	434.33 SF	@1:200	3
UG03	1A	R2 - RESIDENTIAL	435.55 SF	@1:200	3
UG04	1A	R2 - RESIDENTIAL	434.62 SF	@1:200	3
UG05	1A	R2 - RESIDENTIAL	436.26 SF	@1:200	3
UG06	2A	R2 - RESIDENTIAL	693 SF	@1:200	4
UG07	2A	R2 - RESIDENTIAL	682.81 SF	@1:200	4
UG08	2A	R2 - RESIDENTIAL	693.27 SF	@1:200	4
UG09	1A ALT	R2 - RESIDENTIAL	412.72 SF	@1:200	3
UG10	1A ALT	R2 - RESIDENTIAL	416.8 SF	@1:200	3
UG11	1A ALT	R2 - RESIDENTIAL	413.93 SF	@1:200	3
UG12	1A ALT	R2 - RESIDENTIAL	414.35 SF	@1:200	3

GROUND FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
UG13	1A	R2 - RESIDENTIAL	438.03 SF	@1:200	3
UG14	1A	R2 - RESIDENTIAL	434.59 SF	@1:200	3
UG15	1A	R2 - RESIDENTIAL	433.23 SF	@1:200	3
UG16	2A	R2 - RESIDENTIAL	689.89 SF	@1:200	4
UG17	2A	R2 - RESIDENTIAL	680.54 SF	@1:200	4
UG18	2G	R2 - RESIDENTIAL	935.45 SF	@1:200	5

0 8' 16' 24'
3/32" = 1'-0"



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Rose Rock Development Boulevard Place
Oklahoma City, OK

REVISION HISTORY:

	DESCRIPTION	DATE

PROJECT INFORMATION:
DESIGNED BY: GMD
DRAWN BY: SDO
REVIEWED BY: DLM
PROJECT MANAGER: JAN
PROJECT NUMBER: 20180380
SHEET TITLE: GROUND FLOOR LIFE SAFETY PLAN
ISSUE DATE: MAY 15, 2020
SHEET NUMBER: G-106

5/15/2020 2:14:06 PM
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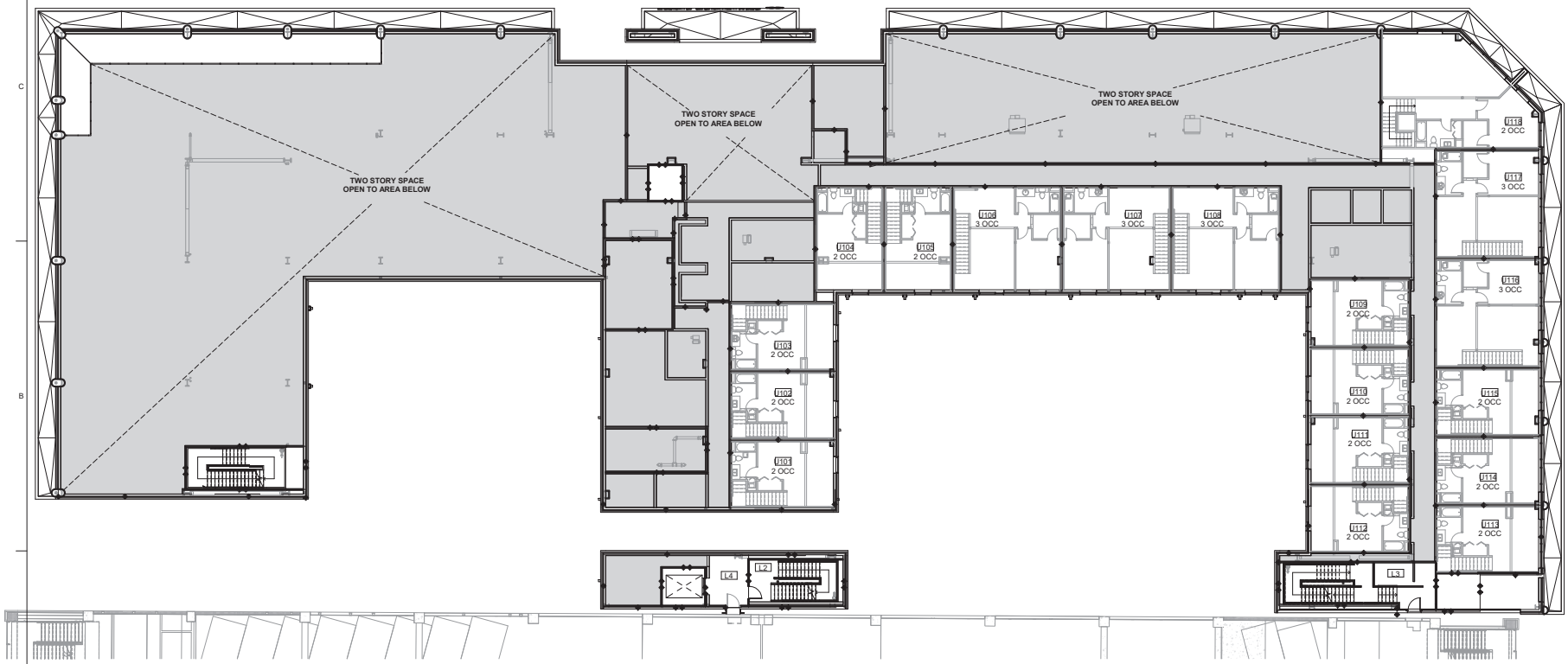
LIFE SAFETY LEGEND

- SMOKE ENCLOSURE CONSTRUCTION
- ONE HOUR CONSTRUCTION
- TWO HOUR CONSTRUCTION
- TRAVEL DISTANCE
- 00 / 000 — OCCUPANT LOAD NUMBER AT EXIT COMPONENT / EXIT COMPONENT MAXIMUM OCCUPANT CAPACITY NUMBER
- DRY CHEMICAL TYPE FIRE EXTINGUISHER - WALL BRACKET MOUNTED AT 48" AFF
- MULTI-PURPOSE TYPE FIRE EXTINGUISHER - WALL BRACKET MOUNTED AT 48" AFF
- MULTI-PURPOSE TYPE FIRE EXTINGUISHER - SEMI-RECESSED MOUNTED AT 48" AFF

GENERAL NOTES

A. AREAS INDICATED BY GRAY ARE NON OCCUPIED SPACES



1 LOFT FLOOR LIFE SAFETY PLAN
SCALE: 3/32" = 1'-0"

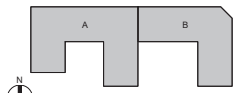
LOFT FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
	ELEV 2	UNOCCUPIED	104.87 SF		
	ELEV 1	UNOCCUPIED	75.05 SF		
L1	STAIR 1	UNOCCUPIED	311.77 SF		
L2	STAIR 2	UNOCCUPIED	253.93 SF		
L3	STAIR 3	UNOCCUPIED	424.77 SF		
L4	LOBBY	UNOCCUPIED	167.81 SF		
U101	1A	R2 - RESIDENTIAL	310.78 SF	@1:200	2
U102	1A	R2 - RESIDENTIAL	304.81 SF	@1:200	2
U103	1A	R2 - RESIDENTIAL	304.81 SF	@1:200	2
U104	1A	R2 - RESIDENTIAL	304.81 SF	@1:200	2
U105	1A	R2 - RESIDENTIAL	304.81 SF	@1:200	2
U106	2A	R2 - RESIDENTIAL	434.12 SF	@1:200	3

LOFT FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
U107	2A	R2 - RESIDENTIAL	437.09 SF	@1:200	3
U108	2A	R2 - RESIDENTIAL	434.39 SF	@1:200	3
U109	1A ALT	R2 - RESIDENTIAL	308.49 SF	@1:200	2
U110	1A ALT	R2 - RESIDENTIAL	308.49 SF	@1:200	2
U111	1A ALT	R2 - RESIDENTIAL	308.49 SF	@1:200	2
U112	1A ALT	R2 - RESIDENTIAL	306.76 SF	@1:200	2
U113	1A	R2 - RESIDENTIAL	301.99 SF	@1:200	2
U114	1A	R2 - RESIDENTIAL	304.46 SF	@1:200	2
U115	1A	R2 - RESIDENTIAL	304.46 SF	@1:200	2
U116	2A	R2 - RESIDENTIAL	433.14 SF	@1:200	3
U117	2A	R2 - RESIDENTIAL	432.41 SF	@1:200	3
U118	2G	R2 - RESIDENTIAL	390.07 SF	@1:200	2

0 8' 16' 24'
3/32" = 1'-0"



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PROJECT INFORMATION:
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DRAWN BY: SDO
REVIEWED BY: DLM
PROJECT MANAGER: JAN
PROJECT NUMBER: 20180380
SHEET TITLE: LOFT FLOOR LIFE SAFETY PLAN
ISSUE DATE: MAY 15, 2020
SHEET NUMBER: G-107

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1 SECOND FLOOR LIFE SAFETY PLAN (THIRD - SIXTH FLOOR SIMILAR

SCALE: 3/32" = 1'-0"

NOTE: FLOORS 3-6 DESIGN AREA SIM

SECOND FLR DESIGN AREA

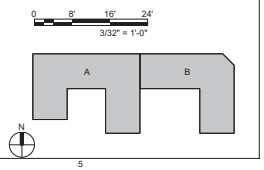
ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
	ELEV 2	UNOCCUPIED	104.87 SF		
	ELEV 1	UNOCCUPIED	75.05 SF		
21	STAIR 1	UNOCCUPIED	271.36 SF		
22	STAIR 2	UNOCCUPIED	251.76 SF		
23	STAIR 3	UNOCCUPIED	397.77 SF		
24	LOBBY	UNOCCUPIED	132.04 SF		
207	COMM	STORAGE / MECH	15.42 SF	@1:300	1
208	CORR	UNOCCUPIED	565.05 SF		
215	CORR	UNOCCUPIED	1695.71 SF		
218	CORR	UNOCCUPIED	617.72 SF		
225	TRASH	UNOCCUPIED	43.14 SF	@1:300	1
226	ELEC	STORAGE / MECH	137.17 SF	@1:300	1
228	COMM	STORAGE / MECH	26.54 SF	@1:300	1
229	CORR	UNOCCUPIED	413.84 SF		
U201	1B	R2 - RESIDENTIAL	663.6 SF	@1:200	4
U202	1E	R2 - RESIDENTIAL	483.36 SF	@1:200	3
U203	1B	R2 - RESIDENTIAL	662.15 SF	@1:200	4
U204	2C	R2 - RESIDENTIAL	1204.74 SF	@1:200	7

SECOND FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
U205	1B	R2 - RESIDENTIAL	662.6 SF	@1:200	4
U206	1E	R2 - RESIDENTIAL	485.43 SF	@1:200	3
U207	2D	R2 - RESIDENTIAL	1005.5 SF	@1:200	6
U208	2D	R2 - RESIDENTIAL	1003.13 SF	@1:200	6
U209	2D	R2 - RESIDENTIAL	1003.14 SF	@1:200	6
U210	2D	R2 - RESIDENTIAL	1004.38 SF	@1:200	6
U211	1B	R2 - RESIDENTIAL	662.6 SF	@1:200	4
U212	1B	R2 - RESIDENTIAL	664.55 SF	@1:200	4
U213	1B	R2 - RESIDENTIAL	663.29 SF	@1:200	4
U214	2B	R2 - RESIDENTIAL	1190.44 SF	@1:200	6
U215	1B	R2 - RESIDENTIAL	660.99 SF	@1:200	4
U216	1B	R2 - RESIDENTIAL	660.23 SF	@1:200	4
U217	SA	R2 - RESIDENTIAL	485.43 SF	@1:200	3
U218	1B	R2 - RESIDENTIAL	660.67 SF	@1:200	4
U219	1B	R2 - RESIDENTIAL	657.72 SF	@1:200	4
U220	1E	R2 - RESIDENTIAL	480.66 SF	@1:200	3
U221	1B	R2 - RESIDENTIAL	658.02 SF	@1:200	4
U222	2F	R2 - RESIDENTIAL	1023.22 SF	@1:200	6

SECOND FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
U223	SA	R2 - RESIDENTIAL	484.64 SF	@1:200	3
U224	1B	R2 - RESIDENTIAL	659.5 SF	@1:200	4
U225	SA	R2 - RESIDENTIAL	484.64 SF	@1:200	3
U226	1E	R2 - RESIDENTIAL	482.32 SF	@1:200	3
U227	2E	R2 - RESIDENTIAL	1022.83 SF	@1:200	6
U228	1C	R2 - RESIDENTIAL	663.7 SF	@1:200	4
U229	SB	R2 - RESIDENTIAL	479.99 SF	@1:200	3
U230	1B	R2 - RESIDENTIAL	663.46 SF	@1:200	4
U231	1D	R2 - RESIDENTIAL	592.61 SF	@1:200	3
U232	1E	R2 - RESIDENTIAL	476.02 SF	@1:200	3
U233	SA	R2 - RESIDENTIAL	474.64 SF	@1:200	3
U234	SA	R2 - RESIDENTIAL	478.34 SF	@1:200	3
U235	SA	R2 - RESIDENTIAL	480.28 SF	@1:200	3
U236	1B	R2 - RESIDENTIAL	661.56 SF	@1:200	4
U237	1B	R2 - RESIDENTIAL	661.56 SF	@1:200	4
U238	2E	R2 - RESIDENTIAL	1025.2 SF	@1:200	6
U239	1E	R2 - RESIDENTIAL	484.64 SF	@1:200	3
U240	1B	R2 - RESIDENTIAL	661.57 SF	@1:200	4



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Rose Rock Development
Boulevard Place
Oklahoma City, OK

REVISION HISTORY:

	DESCRIPTION	DATE

PROJECT INFORMATION:

DESIGNED BY: GMD

DRAWN BY: SDO

REVIEWED BY: DLM

PROJECT MANAGER: JAN

PROJECT NUMBER: 20180380

SHEET TITLE: **SECOND THROUGH SIXTH FLOOR LIFE SAFETY PLAN**

ISSUE DATE: MAY 15, 2020

SHEET NUMBER: G-108

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LIFE SAFETY LEGEND

- SMOKE ENCLOSURE CONSTRUCTION
- ONE HOUR CONSTRUCTION
- TWO HOUR CONSTRUCTION
- TRAVEL DISTANCE
- OCCUPANT LOAD NUMBER AT EXIT COMPONENT
- EXIT COMPONENT MAXIMUM OCCUPANT CAPACITY NUMBER
- DRY CHEMICAL TYPE FIRE EXTINGUISHER - WALL BRACKET MOUNTED AT 48" AFF
- MULTI-PURPOSE TYPE FIRE EXTINGUISHER - WALL BRACKET MOUNTED AT 48" AFF
- MULTI-PURPOSE TYPE FIRE EXTINGUISHER - SEMI-RECESSED MOUNTED AT 48" AFF

1 SEVENTH FLOOR LIFE SAFETY PLAN

SCALE: 3/32" = 1'-0"

SEVENTH FLR DESIGN AREA

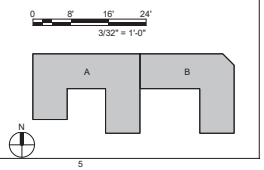
ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
	ELEV 2	UNOCCUPIED	104.87 SF		
	ELEV 1	UNOCCUPIED	75.05 SF		
71	STAIR 1	UNOCCUPIED	271.36 SF		
72	STAIR 2	UNOCCUPIED	251.76 SF		
73	STAIR 3	UNOCCUPIED	397.77 SF		
74	LOBBY	UNOCCUPIED	128.67 SF		
707	COMM	STORAGE / MECH	26.46 SF	@1:300	1
708	CORR	UNOCCUPIED	565.05 SF		
715	CORR	UNOCCUPIED	1695.49 SF		
718	CORR	UNOCCUPIED	617.72 SF		
725	TRASH	UNOCCUPIED	43.14 SF	@1:300	1
726	ELEC	STORAGE / MECH	137.17 SF	@1:300	1
728	COMM	STORAGE / MECH	26.54 SF	@1:300	1
729	CORR	UNOCCUPIED	442.99 SF		
U701	1B	R2 - RESIDENTIAL	663.6 SF	@1:200	4
U702	1E	R2 - RESIDENTIAL	483.36 SF	@1:200	3

SEVENTH FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
U703	1B	R2 - RESIDENTIAL	662.15 SF	@1:200	4
U704	2C	R2 - RESIDENTIAL	1204.57 SF	@1:200	7
U705	1B	R2 - RESIDENTIAL	662.6 SF	@1:200	4
U706	1E	R2 - RESIDENTIAL	485.43 SF	@1:200	3
U707	2D	R2 - RESIDENTIAL	1005.37 SF	@1:200	6
U708	2D	R2 - RESIDENTIAL	1003.45 SF	@1:200	6
U709	2D	R2 - RESIDENTIAL	1003.48 SF	@1:200	6
U710	3B	R2 - RESIDENTIAL	1298.09 SF	@1:200	7
U711	3B	R2 - RESIDENTIAL	1297.47 SF	@1:200	7
U712	3A	R2 - RESIDENTIAL	1629.91 SF	@1:200	9
U713	2D	R2 - RESIDENTIAL	995.49 SF	@1:200	5
U714	3B	R2 - RESIDENTIAL	1289.21 SF	@1:200	7
U715	1B	R2 - RESIDENTIAL	657.72 SF	@1:200	4
U716	1E	R2 - RESIDENTIAL	480.66 SF	@1:200	3
U717	1B	R2 - RESIDENTIAL	658.02 SF	@1:200	4
U718	2F	R2 - RESIDENTIAL	1023.22 SF	@1:200	6

SEVENTH FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
U719	3A	R2 - RESIDENTIAL	484.64 SF	@1:200	3
U720	1B	R2 - RESIDENTIAL	655.9 SF	@1:200	4
U721	3A	R2 - RESIDENTIAL	484.64 SF	@1:200	3
U722	1E	R2 - RESIDENTIAL	482.32 SF	@1:200	3
U723	2E	R2 - RESIDENTIAL	1022.83 SF	@1:200	6
U724	3C	R2 - RESIDENTIAL	1337.12 SF	@1:200	7
U725	3A	R2 - RESIDENTIAL	484.64 SF	@1:200	3
U726	1D	R2 - RESIDENTIAL	592.61 SF	@1:200	3
U727	1E	R2 - RESIDENTIAL	476.02 SF	@1:200	3
U728	3A	R2 - RESIDENTIAL	474.64 SF	@1:200	3
U729	3A	R2 - RESIDENTIAL	478.34 SF	@1:200	3
U730	1E	R2 - RESIDENTIAL	479.93 SF	@1:200	3
U731	1B	R2 - RESIDENTIAL	661.56 SF	@1:200	4
U732	1B	R2 - RESIDENTIAL	661.56 SF	@1:200	4
U733	2E	R2 - RESIDENTIAL	1025.2 SF	@1:200	6
U734	3A	R2 - RESIDENTIAL	484.64 SF	@1:200	3
U735	1B	R2 - RESIDENTIAL	662.47 SF	@1:200	4



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Rose Rock Development Boulevard Place

Oklahoma City, OK

REVISION HISTORY:

△	DESCRIPTION	DATE

PROJECT INFORMATION:

DESIGNED BY: GMD

DRAWN BY: SDO

REVIEWED BY: DLM

PROJECT MANAGER: JAN

PROJECT NUMBER: 20180380

SHEET TITLE: SEVENTH FLOOR LIFE SAFETY PLAN

ISSUE DATE: MAY 15, 2020

SHEET NUMBER: G-109

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LIFE SAFETY LEGEND

- SMOKE ENCLOSURE CONSTRUCTION
- ONE HOUR CONSTRUCTION
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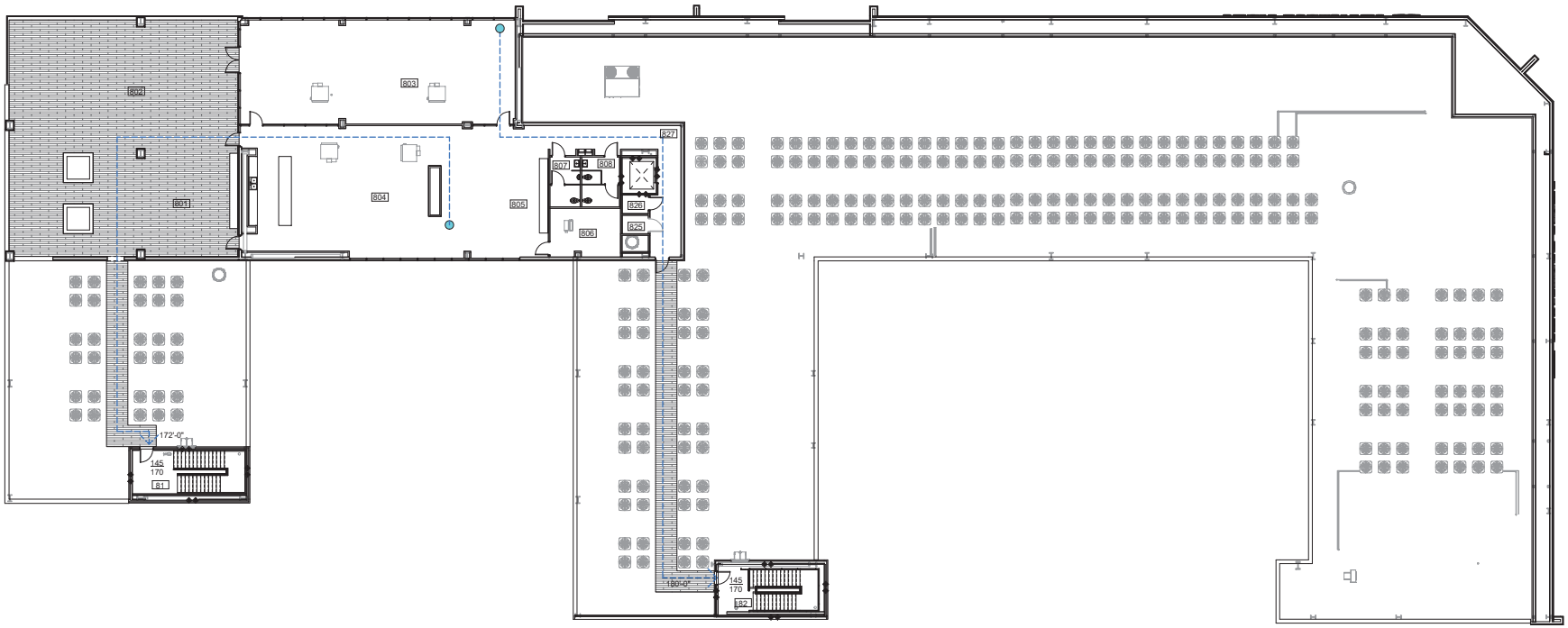
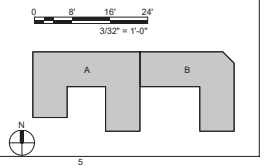


1 EIGHTH FLOOR LIFE SAFETY PLAN
SCALE: 3/32" = 1'-0"

EIGHTH FLR DESIGN AREA

ROOM NUMBER	ROOM NAME	OCCUPANCY	NET AREA	LOAD FACTOR	OCCUPANT LOAD
	EAST ROOF	UNOCCUPIED	20029.05 SF		
	ELEV 1	UNOCCUPIED	75.05 SF		
	HOT TUB	POOL	38.03 SF	@1:50	1
	HOT TUB	POOL	38.03 SF	@1:50	1
	WEST ROOF	UNOCCUPIED	2897.42 SF		
81	STAIR 1	UNOCCUPIED	299.24 SF		
801	OUTDOOR GRILL AREA	A2 - ASSEMBLY	454.5 SF	@1:15	31
802	ROOF DECK	A2 - ASSEMBLY	2531.87 SF	@1:15	169
803	FITNESS	FITNESS	1616.51 SF	@1:50	33
804	COMMUNITY ROOM	A2 - ASSEMBLY	1960.85 SF	@1:15	131
805	BUSINESS CENTER AREA	B - BUSINESS	212.69 SF	@1:100	3
806	CONFERENCE RM	B - BUSINESS	203.05 SF	@1:100	3
807	MEN	UNOCCUPIED	90.42 SF		
808	WOMEN	UNOCCUPIED	110.48 SF		
825	TRASH	UNOCCUPIED	30.89 SF		
826	ELEC	STORAGE / MECH	31.16 SF	@1:300	1
827	CORR	UNOCCUPIED	402.34 SF		



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PROJECT NUMBER: 20180380
SHEET TITLE: EIGHTH FLOOR LIFE SAFETY PLAN
ISSUE DATE: MAY 15, 2020
SHEET NUMBER: G-110

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OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: September 16, 2020
Ref: Resolution Approving a Redevelopment Agreement with Jefferson Park Neighbors Association for Two Residences on Northeast 12th Street between North Jordan Avenue and North Bath Avenue, John F. Kennedy Urban Renewal Plan

Background: In 2018, OCURA issued a Request for Proposals from builders and real estate developers for development of residential homes on scattered lots in the JFK Urban Renewal Area. Jefferson Park Neighbors Association (JPNA) proposes to build two single-family residential homes on OCURA property located on Northeast 12th between North Jordan Avenue and North Bath Avenue in the John F. Kennedy Addition in accordance with design guidelines established by OCURA. JPNA plans to utilize the City of OKC's HOME Program funds to construct both homes as affordable housing. 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 JEFFERSON PARK NEIGHBORS ASSOCIATION FOR TWO RESIDENCES ON NORTHEAST 12th STREET IN BETWEEN NORTH JORDAN AVENUE AND NORTH BATH 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 the Jefferson Park Neighbors Association, an Oklahoma not-for-profit corporation ("Redeveloper"), for development of two residences on Northeast 12th Street in between North Jordan Avenue and North Bath Avenue, on Lots 15–16 of Block 1, Bath Orchard Addition, and Lots 24–25 of Block 14, Bath Highland Addition (collectively, "Property"), and recommend the Redevelopment Agreement for approval; and

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

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

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

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

2. The Officers of the Authority, Executive Director, and Legal Counsel are authorized to execute such documents and take such actions as may be necessary or appropriate to implement this authorization and to implement the provisions of the Redevelopment Agreement.

3. The purchase price of sixty cents per square foot ($0.60/square foot) is determined to be an amount not less than the fair value of the Property for uses in accordance with the Urban Renewal Plan, and the restrictions upon, and the covenants,

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

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

I, _____, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify that the foregoing Resolution No. _____ was duly adopted at a **regular** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held by phone at (301) 715-8592 Meeting ID: 857 9333 0015 and online at https://us02web.zoom.us/j/85793330015 on the **16th day of September, 2020**; 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

JEFFERSON PARK NEIGHBORS ASSOCIATION

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
JEFFERSON PARK NEIGHBORS ASSOCIATION

This CONTRACT FOR SALE OF LAND AND REDEVELOPMENT ("Agreement") is made this _____ day of _____**,** 2020 ("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 **JEFFERSON PARK NEIGHBORS ASSOCIATION**, an Oklahoma not-for-profit corporation, having a mailing address of 410 Northwest 25th Street, Oklahoma City, Oklahoma 73103 ("Redeveloper").

WITNESSETH:

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

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

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

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

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

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

ARTICLE 2. CONVEYANCE OF PROPERTY

2.1 **Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed ("Deed") in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.

2.2 **Time and Place for Delivery of Deed.** The Deed will be delivered to the Redeveloper at the time and place of closing and upon payment of the Purchase Price referenced in Article 1.

2.3 **Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls as a result of the contemplated sale.

2.4 **Recordation of Deed.** Upon delivery of an executed Deed, the Redeveloper will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed.

2.5 **Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper's attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).

2.6 **Closing Costs.** The Authority shall pay the full cost of obtaining a land survey of the Property. The Redeveloper shall pay all fees charged by the closing agent, the full cost to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

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

(a) The residences shall meet or exceed the design guidelines adopted by the Authority in the Oklahoma City Urban Renewal Authority (OCURA) Northeast Residential Design Standards, a copy of which has been made available to the Redeveloper.

(b) The residences 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 residences' compliance with Section 3.1 above. The residences and all ancillary improvements Redeveloper constructs must reflect the content of an approved Redevelopment Plan. Such Redevelopment Plan shall include:

(a) **Design Documents.** Drawings, site plans, floor plans, elevations, and other documents illustrating the scale of the residences, as well as plans fixing and describing the size and character of the residences 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 residences 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 residences and Improvements; and

(d) **Construction Contract.** A form of construction contract between the Redeveloper and a licensed construction contractor.

3.3 **Review of Redevelopment 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 residences and Improvements shall be commenced and completed on or before the following listed dates:

Commencement Date: December 1, 2020

Completion Date: August 31, 2021

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

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

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

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

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

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

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

(a) The covenants provided in Section 4.1(a) and 4.1(b) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 4.1(b)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property

(b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed until January 1, 2040.

(c) The agreements and covenants provided in Section 4.1(b) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

4.3 **Mortgage Financing; Rights of Mortgagees.** The Redeveloper shall not engage in any transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, except for the purposes of obtaining funds to the extent necessary to construct the residences 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 residences and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residences 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 residences and/or Improvements, as certified by the Authority:

(a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residences or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or

(b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or

(c) There is, in violation of this Agreement, any transfer of the Property, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

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

(d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and

(e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 310 hereof.

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

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

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

ARTICLE 6. MISCELLANEOUS

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

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

Jefferson Park Neighbors Association
410 Northwest 25th Street
Oklahoma City, Oklahoma 73103; 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 residences and Improvements provided for in this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

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

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules,

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

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

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

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

(b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

(c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

By: _____
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 _____, 2020, 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: **JEFFERSON PARK NEIGHBORS ASSOCIATION**,
an Oklahoma not-for-profit corporation

By: _____
David Bigham, President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2020, personally appeared David Bigham, to me known to be the identical person who executed the foregoing instrument as the President of the Jefferson Park Neighbors Association, and acknowledged to me that he executed the same as his free and voluntary act on behalf of Jefferson Park Neighbors Association, 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 Fifteen (15) and Sixteen (16), in Block Two (2), in BATH ORCHARD ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

AND

All of lots Twenty-Four (24) and Twenty-Five (25), in Block Fourteen (14), in BATH HIGHLAND ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

SCHEDULE B
TITLE EXCEPTIONS

[insert title exceptions from title commitment]

SCHEDULE C
FORM OF DEED

[Attached]

EXHIBIT C

(FORM OF DEED)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Jefferson Park Neighbors Association
410 Northwest 25th Street
Oklahoma City, Oklahoma 73103

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 Jefferson Park Neighbors Association have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____ ____, 2020 ("Redevelopment Agreement"), whereby Jefferson Park Neighbors Association 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 **JEFFERSON PARK NEIGHBORS ASSOCIATION**, an Oklahoma not-for-profit corporation ("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 November 1, 2020, and shall be completed no later than May 31, 2021.

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

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

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

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

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

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

(a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and

(b) any rights or interests provided in the Redevelopment Agreement for the protection of the holders of any such mortgage; and

(c) the rights and remedies of the holders of the mortgages executed and delivered by Grantee pursuant to the Approved Financing.

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

By: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma City Urban Renewal Authority, a public body corporate, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

FORM

GRANTEE:

JEFFERSON PARK NEIGHBORS ASSOCIATION,
an Oklahoma not-for-profit corporation

By: _____
David Bigham, President

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, personally appeared David Bigham, to me known to be the identical person who subscribed the name of the Grantee to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Jefferson Park Neighbors Association, an Oklahoma not-for-profit corporation, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

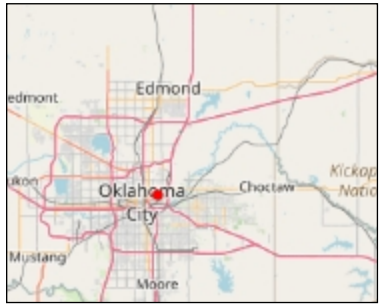
My Commission No.: _____

My Commission Expires: _____

FORM

Larry Stein Oklahoma County Assessor
Online Mapping

Oklahoma County Assessor



Legend

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

Notes

R027001620 & R026588550

0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: September 16, 2020
Ref: Resolution Approving a Redevelopment Agreement with Kathleen Romano for Single-Family Home on Northeast 9th Street in between North Bath Avenue 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. Kathleen Romano proposes to build an owner occupied single-family residential home on OCURA property located near the intersection of Northeast 9th Street and North Bath Avenue 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 KATHLEEN ROMANO FOR A SINGLE-FAMILY HOME ON NORTHEAST 9th STREET IN BETWEEN NORTH BATH AVENUE 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 Kathleen Romano, an individual ("Redeveloper"), for development of a single-family home on Northeast 9th Street in between North Bath Avenue and North Kate Avenue, on Lots 39–40 of Block 14, 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 by phone at (301) 715-8592 Meeting ID: 857 9333 0015 and online at https://us02web.zoom.us/j/85793330015 on the **16th day of September, 2020**; 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

KATHLEEN ROMANO

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
KATHLEEN ROMANO

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 **KATHLEEN ROMANO,** an individual, having a mailing address of 1109 N. Billen Avenue, Oklahoma City, Oklahoma 73107 ("Redeveloper").

WITNESSETH:

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

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

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

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

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

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

ARTICLE 2. CONVEYANCE OF PROPERTY

2.1 **Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed ("Deed[s]") in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.

2.2 **Time and Place for Delivery of Deed(s).** The Deed(s) will be delivered to the Redeveloper at the time and place of closing and upon payment of the Purchase Price referenced in Article 1.

2.3 **Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls as a result of the contemplated sale.

2.4 **Recordation of Deed.** Upon delivery of an executed Deed, the Redeveloper will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed(s).

2.5 **Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper's attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).

2.6 **Closing Costs.** The Authority shall pay the full cost of obtaining a land survey of the Property. The Redeveloper shall pay all fees charged by the closing agent, the full cost to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

3.1 **Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing a new 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: November 1, 2020

Completion Date: October 31, 2021

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

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

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

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

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

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

(c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

(a) The covenants provided in Sections 4.1(a), 4.1(b) and 4.1(c) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Sections 4.1(b) and 4.1(c)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property

(b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed(s) until January 1, 2040.

(c) The agreements and covenants provided in Sections 4.1(b) and 4.1(c) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

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

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

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

ARTICLE 5. REMEDIES

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

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

(a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of the residence and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residence and/or Improvements of the nature contemplated by this Agreement; or

(b) The Authority shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or

(c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property is not free of all contamination requiring remediation; or

(d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper; or

(e) The Redeveloper fails to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

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

5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance. In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residence and/or Improvements, as certified by the Authority:

(a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residence or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or

(b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or

(c) There is, in violation of this Agreement, any transfer of the Property, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

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

(d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and

(e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 310 hereof.

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

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

ARTICLE 6. MISCELLANEOUS

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

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

Kathleen Romano
1109 N. Billen Avenue
Oklahoma City, OK 73107; and

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

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

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

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

6.4 **Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.

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

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

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

6.8 **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.

6.9 **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

6.10 **Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

6.11 **Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

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

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

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

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's

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

(f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

(b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

(c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

_____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

_____
NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

REDEVELOPER: **KATHLEEN ROMANO,**
an individual

_____

Name: _____

Title (if applicable): _____

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

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

_____

NOTARY PUBLIC

My Commission Number: _____

My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

All of lots Thirty-Nine (39) and Forty (40), in Block Fourteen (14), in OAK PARK AMENDED ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

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:

Kathleen Romano
1109 N. Billen Ave.
Oklahoma City, OK 73107

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 Kathleen Romano have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____ _____, 2020 ("Redevelopment Agreement"), whereby Kathleen Romano 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 **KATHLEEN ROMANO**, 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 November 1, 2020, and shall be completed no later than October 31, 2021.

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

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

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

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

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

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

(a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and

(b) any rights or interests provided in the Redevelopment Agreement for the protection of the holders of any such mortgage; and

(c) the rights and remedies of the holders of the mortgages executed and delivered by Grantee pursuant to the Approved Financing.

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

By: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma City Urban Renewal Authority, a public body corporate, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

FORM

GRANTEE:

KATHLEEN ROMANO,
an individual

By: _____
Kathleen Romano

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, personally appeared Kathleen Romano, to me known to be the identical person who subscribed the name of the Grantee to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

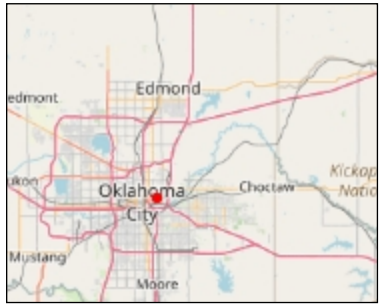
My Commission No.: _____

My Commission Expires: _____

FORM

Larry Stein Oklahoma County Assessor
Online Mapping

Oklahoma County Assessor



Legend

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

Notes

R021685210

0.1 0 0.04 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

OKLAHOMA CITY
URBAN
RENEWAL
AUTHORITY

To: Board of Commissioners
From: Catherine O'Connor, Executive Director
Date: September 16, 2020
Ref: Resolution Approving a Redevelopment Agreement with An Thu Tran Vu and Giang Thanh Vu for a Single-Family Home on North Lottie Avenue in between East Park Place and Northeast 11th Street, John F. Kennedy Urban Renewal Plan

Background: In 2018, OCURA issued a Request for Proposals from prospective homeowners for development of residential homes on scattered lots in the JFK Urban Renewal Area. An Thu Tran Vu and Giang Thanh Vu ("Redevelopers") propose to build a single-family residential home on OCURA property located on North Lottie Avenue in between East Park Place and Northeast 11th Street, John F. Kennedy Urban Renewal Plan in accordance with design guidelines established by OCURA. The lot is located in the Jordan Place Addition. A redevelopment agreement has been negotiated.

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

Staff Recommendation: Approval of Resolution

Attachments: Redevelopment Agreement, Special Warranty Deed and Map Exhibit

RESOLUTION NO. _____

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT WITH AN THU TRAN VU AND GIANG THANH VU FOR A SINGLE-FAMILY HOME ON NORTH LOTTIE AVENUE IN BETWEEN EAST PARK PLACE AND NORTHEAST 11th STREET, 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 An Thu Tran Vu and Giang Thang Vu, a married couple (collectively, "Redeveloper"), for development of a single-family home on North Lottie Avenue in between East Park Place and Northeast 11th Street, on Lots 19–20 of Block 24, Culbertson's East Highland 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 by phone at (301) 715-8592 Meeting ID: 857 9333 0015 and online at https://us02web.zoom.us/j/85793330015 on the **16th day of September, 2020**; 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

AN THU TRAN VU and GIANG THANG VU

CONTRACT FOR SALE OF LAND AND REDEVELOPMENT
BETWEEN
OKLAHOMA CITY URBAN RENEWAL AUTHORITY
AND
AN THU TRAN VU and GIANG THANG VU

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 **AN THU TRAN VU and GIANG THANG VU,** a married couple, having a mailing address of 16904 Rainwater Trail, Edmond, Oklahoma 73012 ("Redeveloper").

WITNESSETH:

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

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

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

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

ARTICLE 1. SALE OF PROPERTY AND PURCHASE PRICE

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

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

ARTICLE 2. CONVEYANCE OF PROPERTY

2.1 **Form of Deed.** The Authority will convey to the Redeveloper title to the Property or individual portions thereof by Special Warranty Deed ("Deed[s]") in substantially the form shown on attached Schedule B. This conveyance and title will be subject to the conditions precedent recited in Section 3.4 of this Agreement; the covenants and restrictions recited in Article 4 of this Agreement; and the conditions subsequent provided for in the attached deed.

2.2 **Time and Place for Delivery of Deed(s).** The Deed(s) will be delivered to the Redeveloper at the time and place of closing and upon payment of the Purchase Price referenced in Article 1.

2.3 **Apportionment of Property Taxes.** Inasmuch as the Authority is a tax-exempt entity, there shall be no requirement to apportion property taxes at closing. However, the Redeveloper will pay all ad valorem taxes accruing to the Property after it is returned to the tax rolls as a result of the contemplated sale.

2.4 **Recordation of Deed.** Upon delivery of an executed Deed, the Redeveloper will promptly file that Deed for recording among the land records of Oklahoma County, Oklahoma. The Redeveloper will pay all costs required by law as an incident to recording the Deed(s).

2.5 **Title Evidence.** On or before closing, the Authority shall make available to the Redeveloper, or the Redeveloper's attorney, a title insurance commitment to be issued by a title insurance company under contract with the Authority. If there are any material defects affecting the title, as evidenced by the exceptions to the issued title commitment, the Redeveloper or the Authority shall have the option of rescinding this Agreement. Alternatively, the Redeveloper may accept such title as the Authority is able to convey by Special Warranty Deed, subject to said exceptions. Should the Redeveloper elect to purchase title insurance, the Redeveloper shall be responsible for payment of the required premium(s).

2.6 **Closing Costs.** The Authority shall pay the full cost of obtaining a land survey of the Property. The Redeveloper shall pay all fees charged by the closing agent, the full cost to obtain a title commitment, the full cost of a title insurance policy, and all other closing costs.

ARTICLE 3. OBLIGATIONS OF THE REDEVELOPER AND THE AUTHORITY

3.1 **Execution of the Urban Renewal Plan.** The Redeveloper agrees to improve the Property in accordance with the Urban Renewal Plan by constructing a new 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: _____

Completion Date: _____

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

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

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

ARTICLE 4. RESTRICTIONS AFFECTING PROPERTY

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

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

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

(c) Neither the owner, the assigns, nor any successor(s) in interest shall use or extract groundwater from the Property, or construct pumps, drills, or wells for the purpose of extracting groundwater from the Property, unless and except such use or extraction is for purposes of monitoring water quality of the groundwater.

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

(a) The covenants provided in Sections 4.1(a), 4.1(b) and 4.1(c) shall be covenants running with the land and shall be binding, for the benefit of, and enforceable by, the Authority, its successors and assigns, the City and any successor in interest to the Property, and the United States (in the case of the covenant provided in Sections 4.1(b) and 4.1(c)), against the Redeveloper, its successors and assigns, and every successor in interest to the Property

(b) The agreements and covenants provided in Section 4.1(a) shall remain in effect from the date of the Deed(s) until January 1, 2040.

(c) The agreements and covenants provided in Sections 4.1(b) and 4.1(c) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Redeveloper and each party in succession, possession, or occupancy of the Property or part thereof.

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

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

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

ARTICLE 5. REMEDIES

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

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

(a) The Redeveloper furnishes evidence satisfactory to the Authority that it has been unable, despite diligent efforts, to obtain financing for the construction of the residence and/or Improvements on a basis and on terms that would generally be considered satisfactory for developers for the residence and/or Improvements of the nature contemplated by this Agreement; or

(b) The Authority shall fail to perform any of its covenants or obligations under this Agreement that are to be performed prior to conveyance of the Property, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or

(c) The Redeveloper shall reasonably determine within ninety (90) days from the date of this Agreement that the Property is not free of all contamination requiring remediation; or

(d) The Redeveloper, in violation of Section 4.4 of this Agreement, either (1) assigns or attempts to assign this Agreement or any rights in this Agreement or in the Property, or (2) causes or allows any change in the ownership or identity of the parties in control of the Redeveloper; or

(e) The Redeveloper fails to submit a Redevelopment Plan pursuant to Section 3.2 by the Commencement Date listed in Section 3.6;

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

5.3 Revesting of Title in Authority upon Happening of Event Subsequent to Conveyance. In the event that subsequent to conveyance of the Property to the Redeveloper and prior to completion of the residence and/or Improvements, as certified by the Authority:

(a) The Redeveloper shall default in or violate its obligations with respect to the construction of the residence or Improvements and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months after written demand by the Authority so to do; or

(b) The Redeveloper shall fail to pay real estate taxes or assessments on the Property when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such encumbrance or lien is not removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within ninety (90) days after written demand by the Authority so to do; or

(c) There is, in violation of this Agreement, any transfer of the Property, or any change in the ownership or distribution of the stock or partnership interests of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Redeveloper,

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

(d) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and

(e) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the residence or Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 310 hereof.

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

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

ARTICLE 6. MISCELLANEOUS

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

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

An Thu Tran Vu
16904 Rainwater Trail
Edmond, OK 73012; and

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

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

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

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

6.4 **Authority Representatives Not Individually Liable.** No member, official, representative or employee of the Authority shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or successor on any obligations under the terms of the Agreement.

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

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

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

6.8 **Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person or entity.

6.9 **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

6.10 **Time is of the Essence.** The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

6.11 **Provisions Not Merged with Deed(s).** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

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

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

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

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's

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

(f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

(b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the HUD issued under that provision prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

(c) The Redeveloper will require each contractor employed by the Redeveloper to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall require each such contractor to post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Redeveloper will require each contractor employed by the Redeveloper to include this Section 3 clause in every subcontract for work in connection with this Agreement and will, at the direction of the Authority or City, require such contractor to take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has actual notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

_____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

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

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

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

_____
NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

REDEVELOPER: **AN THU TRAN VU and GIANG THANH VU,** individuals

_____
An Thu Tran Vu

_____
Giang Thanh Vu

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 AN THU TRAN VU and GIANG THANH VU, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

My Commission Number: _____
My Commission Expires: _____

(Seal)

SCHEDULE A
PROPERTY DESCRIPTION

All of Lots Nineteen (19) and Twenty (20), in Block Twenty-Four (24), in CULBERTSON E H AMEND ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

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:

An Thu Tran Vu and Giang Thanh Vu
16904 Rainwater Trail
Edmond, OK 73012

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

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

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

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

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

WHEREAS, the Oklahoma City Urban Renewal Authority and An Thu Tran Vu and Giang Thanh Vu have heretofore entered into a Contract for Sale of Land and Redevelopment, dated _____ ____, 2020 ("Redevelopment Agreement"), whereby An Thu Tran Vu and Giang Thanh Vu 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 **AN THU TRAN VUE and GIANG THANH VU**, a married couple (collectively, "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 January 31, 2021, and shall be completed no later than September 30, 2021.

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

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

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

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

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

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

(a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and

(b) any rights or interests provided in the Redevelopment Agreement for the protection of the holders of any such mortgage; and

(c) the rights and remedies of the holders of the mortgages executed and delivered by Grantee pursuant to the Approved Financing.

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:

OKLAHOMA CITY URBAN RENEWAL AUTHORITY,
a public body corporate

By: _____
Catherine O'Connor, Executive Director

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, personally appeared Catherine O'Connor, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Executive Director and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma City Urban Renewal Authority, a public body corporate, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

My Commission No.: _____

My Commission Expires: _____

FORM

GRANTEE:

AN THU TRAN VU and GIANG THANH VU,
a married couple

By: _____
An Thu Tran Vu

_____
Giang Thanh Vu

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said State, on this _____ day of _____, 2020, personally appeared An Thu Tran Vu and Giang Than Vu, to me known to be the identical persons who subscribed the name of the Grantee to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

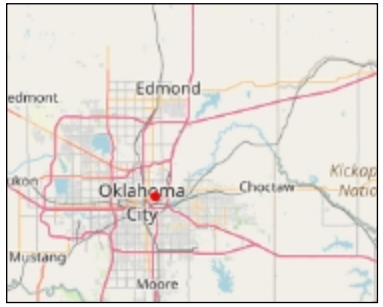
My Commission No.: _____

My Commission Expires: _____

FORM

Larry Stein Oklahoma County Assessor
Online Mapping

An & Giang Vu



Legend

Notes

Enter Map Description

0.0 0 0.02 0.0 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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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, 2020

	Closeout Project Fund	Revolving Fund	Core to Shore Buffer	SEP II Fund	Harrison-Walnut Other Fund	Nonfederal Fund	OCRC	Bass Pro Shop Fund	Total	Budget 2020-21
Assets										
Cash	500,060	65,874	773,983	-	-	758,637	185,627	636,113	2,920,295	
Investments	986,000	-	-	-	-	245,000	-	-	1,231,000	
Accounts Receivable	-	15,944	-	-	-	-	-	-	15,944	
Due from Other Governmental Entities	297,270	30,435	-	-	-	401,295	-	-	729,000	
Due from (to) Other Funds	183,976	(112,232)	(48,249)	(1,166)	(22,329)	-	-	-	-	
Total Assets	1,967,306	-	725,735	(1,166)	(22,329)	1,404,932	185,627	636,113	4,896,238	
Liabilities and Fund Balances										
Accounts Payable	-	20	-	-	-	-	-	-	20	
Deposits	900	-	25,000	-	-	-	-	-	25,900	
Total Liabilities	900	20	25,000	-	-	-	-	-	25,920	
Total Fund Balances	1,966,406	-	700,735	(1,166)	(22,329)	1,404,932	185,627	636,113	4,870,318	
Total Liabilities and Fund Balances	1,967,306	20	725,735	(1,166)	(22,329)	1,404,932	185,627	636,113	4,896,238	
Revenues										
Grant Revenues - CDBG	-	-	-	-	-	-	-	-	-	1,400,000
Grant Revenues - Other	-	-	-	-	-	-	-	-	-	-
Lease Revenues	225	-	-	-	-	-	-	-	225	655,000
Real Estate Sales	140,304	-	-	-	-	-	-	-	140,304	4,950,000
Interest	5,656	-	6	-	-	4,229	6	-	9,897	40,000
Other	100	-	-	-	-	-	-	-	100	-
Total Revenues	146,285	-	6	-	-	4,229	6	-	150,526	7,045,000
Expenditures										
General and Administrative	45,075	-	14,934	1,166	8,810	-	-	-	69,984	1,000,000
Real Estate Acquisition	-	-	-	-	-	-	-	-	-	150,000
Real Estate Disposition	155,534	-	-	-	-	-	-	-	155,534	300,000
Site Clearance/Improvements	-	-	-	-	-	-	-	-	-	400,000
Legal	10,000	-	4,050	-	1,730	-	-	1,675	17,455	300,000
Other Professional	520	-	-	-	-	12,500	-	-	13,020	200,000
Property Management	17,574	-	-	-	11,789	-	-	15,680	45,044	450,000
Payments to the City of OKC	-	-	-	-	-	-	-	-	-	300,000
Other	-	-	-	-	-	-	-	-	-	60,000
Total Expenditures	228,702	-	18,984	1,166	22,329	12,500	-	17,355	301,037	3,160,000
Changes in Fund Balance	(82,417)	-	(18,978)	(1,166)	(22,329)	(8,271)	6	(17,355)	(150,511)	3,885,000
Fund Balance, Beginning of Year	2,048,823	-	719,712	-	-	1,413,204	185,622	653,468	5,020,829	
Fund Balance, Current	1,966,406	-	700,735	(1,166)	(22,329)	1,404,932	185,627	636,113	4,870,318	

Oklahoma City Urban Renewal Authority
Schedule of Investments
July 31, 2020

Investments	Interest Rate	Maturity Date	Settlement Date	Amount
Barclay's Bank Deleware CD	2.90%	10/13/20	10/10/18	247,000
Morgan Stanley Bank NA CD	2.45%	01/25/21	01/25/18	247,000
American Express Bank FSB CD	2.25%	05/24/21	05/24/17	247,000
Ally Bank CD	1.70%	01/31/22	01/30/20	245,000
BMW Bank North America CD	3.00%	07/13/21	07/13/18	245,000
Total Investments	2.46%			1,231,000