

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

Request for Proposals for Property located near Interstate 235 and Northeast 1st Street

RFP Date of Release: Monday, June 21, 2021

**Pre-submission Meeting Date/Location: July 1, 2021 at 10 a.m. on Zoom. Zoom
information here:**

**[https://us02web.zoom.us/j/84033662610?pwd=dTVreXJLQXFzdVNrTUp0aVpZUz
dJUT09](https://us02web.zoom.us/j/84033662610?pwd=dTVreXJLQXFzdVNrTUp0aVpZUzdJUT09) Meeting ID: 840 3366 2610; Passcode: 1**

RFP Proposal Responses Due: July 23, 2021 at 10:00 a.m. via email at:
Elizabeth.Larios@theallianceokc.org

Responses may be submitted via email and/or postal. Good Faith Deposit of \$10,000
is required with submittal submitted to:

Oklahoma City Urban Renewal Authority
105 N. Hudson Street, Suite 101
Oklahoma City, OK 73102

Contact Person for Questions Concerning this RFP:
Elizabeth Larios, Project Manager, Elizabeth.larios@theallianceokc.org

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I. REDEVELOPMENT VISION

The OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“Authority”) invites the presentation of written proposals from qualified developers (“Redeveloper”) for the purchase and redevelopment of a 5.26+/- acre tract of land depicted on Exhibits 1 and 2 below:



Exhibit 1: Site Location and Context Map

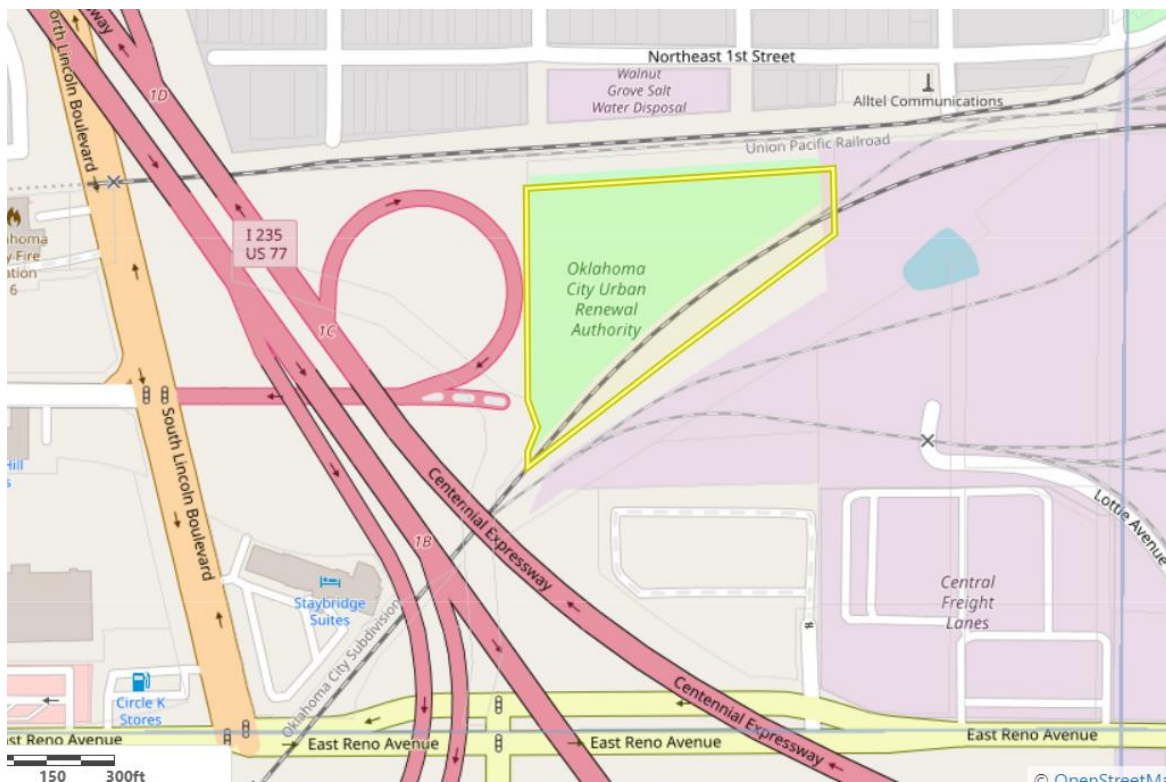


Exhibit 2: County Assessor Map

The legal description is subject to adjustment as to exact boundaries, dimensions, interests and final determination based on a survey.

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

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

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

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

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

Thence North to the place of beginning.

Less and except:

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

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

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

Thence North 85°57'55" East along said property line a distance of 673. 78 feet to a point on the east line of said west half of the southeast quarter of the southeast quarter;

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

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

The Property offered by the OCURA is located in the Amended and Sports Entertainment & Parking (S-E-P) Urban Renewal Area Urban Renewal Plan Project Area. The Authority is offering this site for redevelopment. This site and redevelopment should contribute to the continued growth, density and vibrancy of the area.

The property sits between an active railroad tracks. The redeveloper must work with Railroad Company and or other parties involved for desired outcomes. The property is also known to have environmental concerns. The redeveloper must work with OCURA, The City of OKC, the Department of Environmental Quality and any other partners needed to mitigate the problems.

Proposals should include a high-quality, development. The City's recently comprehensive plan, **planokc**, calls for increased land use diversity, including more office, commercial, and job creation uses. Consistent with **planokc**, the desired uses for this project include commercial, office, and job creation. The parking should be well-integrated into the development so as to minimize its visual and functional impact. When exposed to the street, the development should be attractively designed and clad with quality materials. The development should be designed to complement the railroad, interstate, and newly developed hotels backing the site. The proposed development should be designed to be consistent in every way with the OCURA and **planokc** Urban Design District regulations and guidelines.

Matters to be addressed by Redeveloper

The development site is burdened by several easements, rights-of-way, and other restrictions of record, the specific extent of many of which is not determinable based on recorded documentation. OCURA's conveyance of the site to a redeveloper will be subject to title exceptions outlined in a Title Commitment ("Title Commitment"), the current version of which is attached as Exhibit D. Any updates to those exceptions may be reflected in a revised Titled Commitment, but the redeveloper will be responsible for clearing any outstanding title issues contained in the final Title Commitment prepared prior to closing. A copy of a survey plotting many of the title exceptions from the Title Commitment can also be found in Exhibit E.

II. REDEVELOPMENT POLICIES AND REGULATORY DOCUMENTS

This site's redevelopment vision is supported by the following Urban Renewal Authority and City of Oklahoma City policy and regulatory documents:

- MAPS Sports Entertainment & Parking (S-E-P) Urban Renewal Area (a copy can be furnished upon request to the contact listed on the front)
- [planokc](#)
- [Oklahoma City Municipal Code](#)

- [Oklahoma City Online Zoning Locater](#)

Zoning Requirements

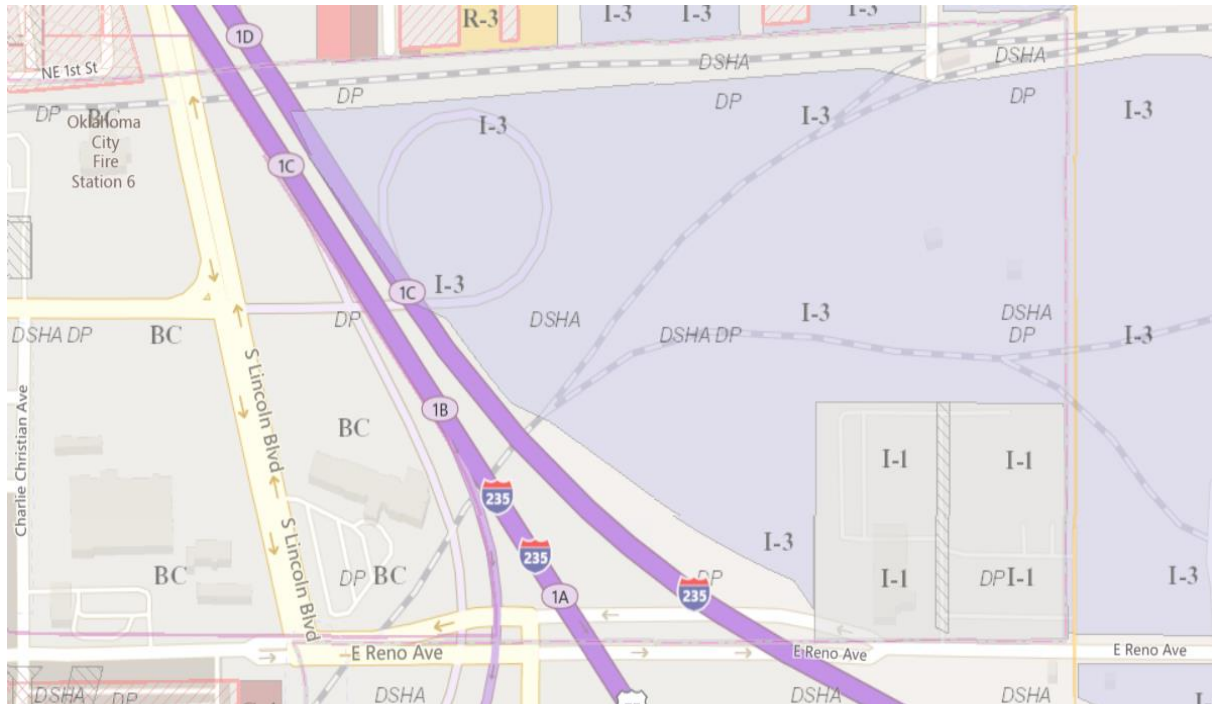


Exhibit 3: The City of Oklahoma City Zoning Requirements

In addition to the zoning requirements of the City, it is the goal of the Authority to require high-quality development standards and design principles to lead as an example for future development. Proposals submitted must be conceptually consistent with all of the above policy and regulatory documents.

Lastly, the site is located within two Tax Increment Financing Districts and/or project areas. The site sits in the project area of the Core to Shore TIF and the project area for TIF #2. For more information on TIF, visit <https://www.okc.gov/departments/economic-development/tax-increment-finance-tif>.

III. SUBMITTAL REQUIREMENTS

A. CONCEPTUAL MASTER PLAN

The Redeveloper shall submit a Conceptual Master Plan which will include the following elements:

1. Conceptual site layout of proposed land uses, internal pedestrian and auto circulation network, onsite structured parking, storage/service areas, connectivity to adjacent parcels and street system, any internal recreation areas (whether private or open to public) such as plazas, courtyards, play/open space areas and

any additional site features proposed. Include schematic plans and other images that convey the proposed plan.

2. Conceptual themes for architecture, landscaping and urban design elements (benches, fencing etc.) Discuss how the development will relate to its context, both in terms of site design and adjacent architecture. Themes can be discussed in written and/or graphic illustrations. Discuss exterior architectural materials proposed. A material board is not necessary for the submittal.

B. DESIGN OBJECTIVE

1. Development of the site must include high quality design, materials and construction. Be consistent with land use, zoning and regulatory requirements.
2. In addition to high-quality development, the project should achieve sustainability and energy efficiency goals that exceed the minimum requirements of the Building Code. The project should use environmentally-friendly and sustainable principles in project design and construction.
3. Parking needs should be met onsite.

C. MARKET FEASIBILITY OF CONCEPTUAL MASTER PLAN

The Redeveloper shall submit a narrative of two pages or less outlining the market feasibility of the proposed conceptual plan.

C. REDEVELOPER QUALIFICATIONS AND FINANCIAL ABILITY TO EXECUTE CONCEPTUAL MASTER PLAN

Qualifications of Redevelopment Team

1. List all redevelopment team members, including consultants, and their qualifications to undertake the project.
2. List all projects, completed and/or in progress, by the Redeveloper. Highlight those most similar to the conceptual master plan proposed, if any, and describe your ability to implement the project. Describe any other experience that involved development utilizing tax increment financing, public partnerships or that have a similar community impact. Discuss which projects, if any, involved a public/private partnership with an entity such as an urban renewal agency, local government etc.

Financial Ability to Execute the Proposed Plan

In order to assist the Authority in reviewing the financial capability of the Redeveloper, information will be requested in two tiers. The initial tier must be submitted with the RFP response; the second tier will be requested if the respondent is selected by the Authority as the Conditional Redeveloper (defined in Section J of this RFP).

Tier 1 Submittal Requirements

- a. Describe your ability and experience in financing a project of this scale.
- b. Execute the financial and credit check forms under Exhibit A of this RFP.
- c. A summary project pro forma. Return an electronic copy of the completed pro forma workbook with your proposal. The pro forma should provide an indication of project financing requirements, gaps and financial feasibility.
 - The purchase price for the property must be fair market value. The purchase price terms proposed by the prospective Redeveloper should take into consideration the real estate market in the area, the proposed uses permitted, and the intended use proposed by the Redeveloper. The proposed purchase price for the redevelopment site must be included in the pro forma. A determination of actual purchase price will be made by an independent appraiser selected by OCURA who will be instructed to take into account the same factors in order to arrive at a “fair value” for the property, to determine the final sales price.
 - The Authority will consider proposals which include requests for public tax increment financing (“TIF”) assistance provided that the need and appropriateness is demonstrated by financial and market circumstances. The availability of TIF assistance is solely at the discretion of The City of Oklahoma City and not the Authority.

Tier 2 Submittal Requirements if selected as a Conditional Redeveloper (defined on under Section J of this RFP, page 11)

- a. If selected as Conditional Redeveloper, the Authority will request detailed documentation of financing commitments. Debt and equity sources must be outlined with their use and timing in the project’s redevelopment cycle.
- b. Redeveloper’s financials of the principal or parent company. In the absence of such financials, the tax returns of the principal respondents to this RFP will be requested.

D. TIMEFRAME TO COMPLETE

Include a one-page statement on the timeframe to complete the project if chosen as the Redeveloper. Include a detailed description of plans, if any, to phase the project.

E. GOOD FAITH DEPOSIT

The RFP response shall include a bank certified check or surety bond with a company listed in the latest issue of the U.S. TREASURY CIRCULAR NO. 570. Alternatively, a letter of credit acceptable to the Authority in the amount of \$10,000 may also be provided. The good faith deposit must be valid for a minimum of 90 days after the RFP submission due date. Unsuccessful RFP applicants will have their deposits returned at the end of 90 days or when a Conditional Redeveloper is chosen, whichever comes first. The Authority will

retain the Good Faith Deposit of the Redeveloper chosen for the project and apply the amount towards the project as negotiated in the redevelopment agreement. The good faith deposit will be submitted to the following address:

Oklahoma City Urban Renewal Authority
105 N. Hudson Street, Suite 101
Oklahoma City, OK 73102

F. SUMMARY OF SUBMISSION REQUIREMENTS

1. Conceptual Plan with required elements as outlined above
2. Market Feasibility Narrative
3. Redeveloper Team Qualification Narrative
4. Financial Information-Tier 1 as outlined above
5. Timeframe to Complete Narrative
6. Executed Forms 1-4 in Exhibit A of this RFP submitted in a separate envelope
7. \$10,000 Good Faith Deposit
8. One (1) electronic copy in PDF format
9. One (1) electronic copy of the completed pro forma workbook with your proposal

RFP responses must be received at the time and date indicated on the cover sheet to be considered.

G. REVIEW OF RFP SUBMISSIONS: CRITERIA AND TIMELINE

After receipt of proposals, the submissions will be reviewed for completeness by Authority staff.

The next phase of the selection process will consist of review and evaluation of the redevelopment proposals based upon, but not, limited to the following criteria:

1. The responsiveness of the proposed conceptual master plan to meet the goals and objectives of Section II and Section III.
2. Review of the market feasibility narrative and its documentation that the project is feasible and likely to succeed.
3. Review of Redeveloper team qualifications and their relevance to the proposed project and demonstrated expertise in completing projects similar to the one proposed.
4. Adequacy of the draft pro forma and appropriateness of any financial assistance requested.
5. Financial capacity to carry out this project from the Tier 1 information submitted with the RFP response.

6. Review of other Tier 1 financial submittals and their ability to demonstrate sound financial and moral character.
7. Ability of Redeveloper to initiate the redevelopment process (land use entitlements, financing commitments etc.) within 180 days after execution of the redevelopment agreement and to complete the project in a timeline satisfactory to the Board of Commissioners.
8. Execution of Forms 1-4 in Exhibit A to the satisfaction of the Authority.
9. Ability to meet the anticipated timeline:

RFP Release	Monday, June 21, 2021
Pre-submission Meeting	Thursday, July 1, 2021 at 10 am
RFP Response Due Date	Friday, July 23, 2021
Staff and Authority Review Period	Friday, July 30, 2021
Designation of Conditional Redeveloper	September or October Authority Board Meeting Date
Redevelopment Agreement Negotiations/Execution	30-60 days after designated Conditional Redeveloper

Note: estimated timeframes and are subject to change.

Reviews and evaluations by staff of the Authority and other consultants, public or private organizations or committees requested by the Board of Commissioners will be advisory only. The level of consideration and weight to be given to any review will be determined by the Board of Commissioners of the Authority, and the Board of Commissioners reserves complete and final authority for actions and approvals in connection with the selection process.

H. OPTIONAL COMPETITIVE NEGOTIATIONS

The Board of Commissioners may, in its discretion, authorize and direct competitive negotiations with two or more prospective Redevelopers. Such negotiations may be with respect to one or more elements of the selection criteria. Such negotiations will be undertaken by the staff of the Authority in accordance with direction from the Board of Commissioners.

In the event competitive negotiations are authorized, a cut-off date will be established after which no further negotiations will occur and no additional submissions by a prospective Redevelopers will be considered.

A decision by the Board of Commissioners to conduct competitive negotiations will not confer any rights upon a prospective Redeveloper nor create any obligation of the Authority to approve and enter into a redevelopment agreement with a Redeveloper.

I. AUTHORITY'S RIGHT

This invitation for proposals shall not create any legal obligations for the Authority to enter into a contract for redevelopment except on terms and conditions it deems in its

discretion to be satisfactory and desirable. The Authority reserves the unconditional right, at its sole discretion, to reject any or all proposals submitted for any reason or no reason. The Authority may, at its discretion, waive any informalities, minor defects, or technical inaccuracies in the proposals. The Authority reserves the right to request and obtain any additional information necessary to complete evaluation of the proposals.

J. CONDITIONAL REDEVELOPER DESIGNATION

Upon review and evaluation of redevelopment proposals or following negotiations with prospective Redeveloper(s), the Board of Commissioners may grant a “Conditional Redeveloper” designation. This designation will be under such terms and conditions as the Board deems appropriate, to potentially one or more prospective Redevelopers. A Conditional Redeveloper(s) designation will confer no legal rights upon the prospective Redeveloper(s) other than the opportunity to negotiate terms of a redevelopment agreement with the Authority. A Conditional Redeveloper designation may be terminated at any time by The Authority.

K. PREPERATION AND APPROVAL OF REDEVELOPMENT AGREEMENTS

The final phase of the selection process will consist of negotiations to outline the terms and conditions of a redevelopment agreement. Site conveyance will be provided by a Special Warranty Deed, subject to such restrictions as required by the Authority. Disposition must take place at or above “fair value” as required by Oklahoma Law. If a negotiation is conducted simultaneously with two or more Redevelopers, the negotiations are to be competitive as to the disposition price and will is one of the criteria involved in making the selection.

END OF RFP NARRATIVE

EXHIBITS A-E FOLLOW

EXHIBIT A

**OKLAHOMA CITY URBAN RENEWAL
AUTHORITY**

**RFP PROPOSAL FORMS 1-4 TO BE EXECUTED FOR
RFP SUBMITTAL**

FORM 1: CERTIFICATION of READING and UNDERSTANDING

I, the undersigned prospective Redeveloper, or the authorized representative of the prospective Redeveloper, hereby certify that I have read and understand the Request for Proposals (RFP) requirements and further certify that I have read and understand the Invitation for Redevelopment Proposals Public Notice (Exhibit B) as issued by the Oklahoma City Urban Renewal Authority.

Printed Name of Prospective Redeveloper

Signature/Title

SUBMITTED this _____ day of _____, 20____.

FORM 2: REDEVELOPMENT PROPOSAL

The undersigned proposes to purchase from the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate (the "Authority"), all or a portion of the Authority's property in Oklahoma City, Oklahoma (the "Redevelopment Site"), as referenced by the Request for Proposals (RFP) issued by the Authority. The proposal contained herein will become binding only if this proposal results in the execution of an agreement to redevelop the Redevelopment Site which is satisfactory to the Authority.

The undersigned proposes to purchase the Redevelopment Site for a total sum of \$_____.

The undersigned understands and agrees that this proposal must comply with all requirements and provisions of the RFP.

All data, documentation and materials required by the RFP is supplied herewith and made a part of this proposal.

SUBMITTED this _____ day of _____, 20_____.

Printed Name(s) of Prospective Redeveloper(s)

Signature

Signature

Title

Company

Address 1

Address 2

Telephone/Fax

Email Address

FORM 3A: REDEVELOPER'S STATEMENT for PUBLIC DISCLOSURE

Note: If space on this form is inadequate for any requested information it should be furnished on an attached page which is referred to under the appropriate item on the form.

1. Name of Redeveloper/Title _____
Address of Redeveloper: _____
City, State, Zip Code: _____
Phone Number: _____
E-mail: _____

2. The property rights for which the Redeveloper proposes to enter into a contract for or understanding with respect to the purchase or lease of property rights from the Oklahoma City Urban Renewal Authority in The City of Oklahoma City, State of Oklahoma is subject to adjustment as to exact boundaries, dimensions, interests and final determination based on surveys and described as follows:

Lots One (1) through Twelve (12) inclusive, Lots Seventeen (17) through Thirty-two (32) inclusive and Adjacent Vacated Streets located in Block Sixty (60), in Oklahoma City Original Plat to Oklahoma City, Oklahoma County, Oklahoma ("Property").

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of the State of _____.

____ a corporation

____ a nonprofit or charitable institution or corporation

____ a partnership known as:

____ a limited liability company

____ a business association or a joint venture known as:

____ a Federal, State, or local government or instrumentality thereof

____ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization status.
5. Names, addresses, title or position, and nature and extent of the interest of the officers and principal members, partners, shareholders, and investors of any member of the developer, other than a government agency or instrumentality, are to be set forth below as follows:
 - a. If the Redeveloper is a corporation, list below the officers, directors, or trustees, and each stockholder owning more than ten percent (10%) of any class of stock.
 - b. If the Redeveloper is a nonprofit or charitable institution or corporation, list below the members who constitute the Board of Trustees, or Board of Directors, or similar governing body.
 - c. If the Redeveloper is a partnership, list below each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
 - d. If the Redeveloper is a limited liability company, list below each member, whether a manager, and either the percent of interest or a description of the character and extent of interest.
 - e. If the Redeveloper is a business association or a joint venture, list below each participant and either the percent of interest or a description of the character and extent of interest.
 - f. If the Redeveloper is some other entity, list below the officers, the members of the governing body, and each person having an interest of more than ten percent (10%).

NAME AND ADDRESS	POSITION/TITLE	PERCENT OF INTEREST	EXTENT OF INTEREST

6. Name, address, nature and interest of interest of each person or entity (not named in response to item 5) who has a beneficial interest in any of the persons or investors named in response to item 5 which gives such person or entity more than a computed ten percent (10%) interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper):

NAME AND ADDRESS	POSITION/TITLE	PERCENT OF INTEREST	EXTENT OF INTEREST

Note: If the Redeveloper is a corporation, the following certification should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

FORM 3B: CERTIFICATION

I (We) _____

Certify that this Redeveloper’s Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.

Signature

Title

Address 1

Address 2

Telephone/Fax

Email

Date

Signature

Title

Address 1

Address 2

Telephone/Fax

Email

Date

FORM 4A: CONSENT TO OBTAIN CREDIT REPORT

I hereby authorize and instruct OKLAHOMA CITY URBAN RENEWAL AUTHORITY ("Authority") to obtain and review my credit report. My credit report will be obtained from a qualified reporting agency chosen by the Authority. I understand and agree that the Authority intends to use this information solely for the purpose of evaluating my credit worthiness and qualifications to contract with the Authority.

Note: A signed consent must be submitted for each key personnel of the redeveloper. If the redeveloper is a new entity, please submit a signed consent form for each key personnel of the redeveloper's parent/manager. Please refer to Exhibit C for Open Records Act and confidentiality requirements which would apply to the information obtained from the credit report.

Legal Name

Social Security Number (this information will be redacted from public view)

Driver's License # and State (this information will be redacted from public view)

Address

City, State, Zip Code

Signature

Title

Date

FORM 4B: CONSENT TO OBTAIN CRIMINAL BACKGROUND INFORMATION

I hereby authorize and instruct OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“Authority”) to obtain and review my criminal background information. My criminal background information will be obtained from a qualified reporting agency chosen by the Authority. I understand and agree that the Authority intends to use this information solely for the purpose of evaluating my qualifications to contract with the Authority.

Note: A signed consent must be submitted for each key personnel of the Redeveloper. If the Redeveloper is a new entity, please submit a signed consent form for each key personnel of the Redeveloper’s parent/manager. Please refer to Exhibit C for Open Records Act and confidentiality requirements which would apply to the information obtained from the criminal background report.

Legal Name

Social Security Number (this information will be redacted from public view)

Driver’s License # and State (this information will be redacted from public view)

Address

City, State, Zip Code

Signature

Title

Date

FORM 4C: BUSINESS CREDIT INFORMATION

The OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“Authority”) will use the information below to obtain a business credit report from a qualified reporting agency chosen by the Authority. The Authority intends to use this information solely for the purpose of evaluating the credit worthiness and qualifications to contract with the Authority.

Note: If the Redeveloper is a new entity, please submit information for the Redeveloper’s parent/manager. Please refer to Exhibit C for Open Records Act and confidentiality requirements which would apply to the information obtained from the business credit report.

Legal Name

Federal Tax I.D. # (this information will be redacted from public view)

Date of Incorporation

Address

City, State, Zip Code

Signature

Title

Date

EXHIBIT B

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

Resolution Authorizing Invitation for Proposals (Release of RFP)

Invitation for Redevelopment Proposals - Public Notice

RESOLUTION NO. 5975

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

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

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

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

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

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


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

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

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

I, Judy J. Hatfield, Secretary of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, certify the foregoing Resolution No. 5975 was duly adopted at a **regular and annual** meeting of the Board of Commissioners of the Oklahoma City Urban Renewal Authority, held at the Arts District Garage Conference Room, 431 West Main Street, Suite B, Oklahoma City, Oklahoma, on the **16th** day of **June, 2021**; that said meeting was held in accordance with the By-Laws of the Authority and the Oklahoma Open Meetings Act; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during said meeting; and that the Resolution was duly adopted by a majority of the Commissioners present.




Secretary

	AYE	NAY
J. LARRY NICHOLS	✓	
LEE E. COOPER, JR.	✓	
RUSSELL M. PERRY	absent	
JUDY J. HATFIELD	✓	
JAMES R. TOLBERT, III	✓	



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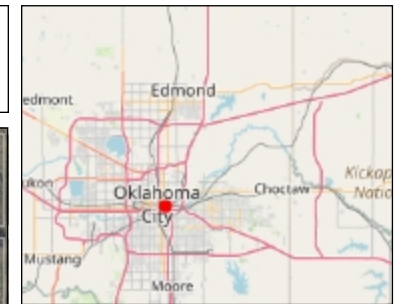


0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© OpenStreetMap contributors

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

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

Notes

OCURA- R133582000

INVITATION FOR REDEVELOPMENT PROPOSALS – Release of RFP

The OKLAHOMA CITY URBAN RENEWAL AUTHORITY (“Authority”) invites the presentation of written proposals from qualified developers (“Redeveloper”) for the purchase and redevelopment of a tract of land, located near Interstate 235 and Northeast 1st Street. The properties offered by the Authority are located in the Sports Entertainment and Parking Urban Renewal Plan Project Area.

The legal description is subject to adjustment as to exact boundaries, dimensions, interests and final determination based on a survey.

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

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

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

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

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

Thence North to the place of beginning.

Less and except:

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

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

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

Thence North 85°57’55” East along said property line a distance of 673. 78 feet to a point on the east line of said west half of the southeast quarter of the southeast quarter;

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

Thence South 85°57’55” West a distance of 673.74 feet to point of beginning.;

A pre-submission meeting will take place on **July 1, 2021, at 10:00 AM** via the Zoom videoconference platform.

Zoom meeting link here:
<https://us02web.zoom.us/j/84033662610?pwd=dTVreXJLQXFzdVNrTUUpOaVpZUzdJUT09> Meeting ID: 840 3366 2610; Passcode: 1. Attendance is recommended but not mandatory.

The selection process will be initiated by the submission of formal written proposals to the Authority in accordance with these instructions. Prior to the day and time for receipt of such formal written proposals, the Authority will provide all prospective Redevelopers with available information, background material, and advice in order to encourage the preparation of proposals which most fully reflect the objectives of the Authority.

All formal written proposals for the purchase and redevelopment of the site being offered for sale will be received via email at Elizabeth.Larios@theallianceokc.org, until **10:00 a.m. on Friday, July 23, 2021**. Any proposals received after this time will remain unopened. Proposals will be publicly opened and read aloud by the Authority at **10:00 a.m. on Friday, July 23, 2021**, in the conference room at the offices of the Authority, 105 North Hudson, Suite 101, Oklahoma City, Oklahoma. The evaluation of redevelopment proposals shall be based on the principal criteria outlined in the invitation, including but not limited to:

- a. Responsiveness of the proposal to meet the goals and objectives of the SEP Urban Renewal Area, planokc, Oklahoma City Municipal Code, and any other applicable requirements and guidelines contained in the Oklahoma City Zoning Code or Municipal Code.
- b. Market feasibility and likelihood of the proposal to succeed.
- c. Redeveloper team qualifications relevant to the proposal and demonstrated experience in completing similar projects.
- d. Adequacy of the pro forma for the proposal and appropriateness of any requested financial assistance.
- e. Sufficient evidence of financial capacity to carry out the proposal.
- f. Capability of the redeveloper team to initiate and complete the redevelopment process within a timeline satisfactory to the Board of Commissioners.

One or more tentative Redeveloper designations may be made based on a determination of the proposal or proposals deemed most acceptable to the Authority. The Authority may enter into direct negotiations with the Redeveloper(s) tentatively designated, in order to achieve the best and most desirable project in accordance with the redevelopment objectives of the area and to obtain an agreement as to price and other terms and conditions satisfactory to the Authority.

For further information, contact Elizabeth Larios at (405) 235-3771 or e-mail Elizabeth.Larios@theallianceokc.org. The RFP may be obtained at <http://ocura-ok.org/rfps> or hard copies may be obtained from the Authority for a non-refundable fee of Thirty Dollars (\$30.00). This invitation for redevelopment proposals will not create any legal obligation for the Authority to enter into a contract for redevelopment except on terms and conditions it deems in its discretion to be satisfactory and desirable and the right is reserved to reject any and all proposals.

Published in The Oklahoman on June 22, 2021.

EXHIBIT C

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

Open Records Act and Confidentiality Requirements

OPEN RECORDS ACT AND CONFIDENTIALITY REQUIREMENTS

All materials submitted to OCURA pursuant to this Request for Proposals are potentially subject to the mandates of the Oklahoma Open Records Act (Act), 51 Okla. Stat. §§ 24A.1. et seq. The purpose of the Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records", as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create an exception or confidential privilege, persons or entities who submit information to public bodies have no right to keep this information from public access, nor is there any reasonable expectation that this information will be kept from public access. See 51 Okla. Stat. §§ 24A.2.

If you believe that any information you will or may submit to OCURA pursuant to this Request for Proposals is or should be kept confidential under a specific state or federal statute, and therefore, not subject to public disclosure, you must comply with the following:

- a. Place said documents/records in a separate envelope marked "Confidential". DO NOT label your entire response to the Request for Proposals as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential". If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. (Under the Oklahoma Open Records Act, a public entity may be obligated to produce documents for public inspection even if the documents contain only a portion of material which is confidential. However, the public entity can redact the confidential portions.)
- b. For each document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, et seq.

Please note that OCURA, consistent with § 24A.3(d) of the Act, understands that "personal financial information, credit reports or other financial data obtained by a public body for the purpose of evaluating credit worthiness, obtaining a license, permit, or the purpose of becoming qualified to contract with a public body" is not subject to disclosure under the Act. Financial information requested by this Request for Proposals for evaluating the creditworthiness of the Proposer or the purpose of allowing OCURA to determine if the Proposer is qualified to contract with OCURA should be submitted in a separate envelop and marked as confidential financial information.

Should an Open Records request be presented to OCURA requesting information the Proposer has identified as "Confidential", the Proposer will be informed and the Proposer will be responsible for defending its position in the District Court, if needed.

If the Proposer fails to identify any records submitted as part of your proposal as "Confidential" by placing them in the "Confidential" envelope AND if the Proposer fails to identify the specific state or federal law creating such privilege, OCURA will assume that the Proposer agrees that said records are not confidential and are subject to public access.

EXHIBIT D

OKLAHOMA CITY URBAN RENEWAL AUTHORITY

Title Commitment

**AMERICAN EAGLE
TITLE INSURANCE COMPANY**

COMMITMENT FOR TITLE INSURANCE

Inquiries Should Be Directed To:

Michelle Roberts
(405) 232-6700 – Voice
(405) 239-2702 – Fax

American Eagle Title Group, L.L.C.
421 N.W. 13th Street, Suite 320
Oklahoma City, OK 73103

mroberts@ameagletitle.com

Commitment No. 2105-0001-68

SCHEDULE A

1. Effective Date: April 22, 2021 at 7:30 A.M.
2. Policy or policies to be issued: AMOUNT
 - (a) ALTA OWNERS POLICY (6/17/2006) \$1,000.00
Proposed Insured:

Oklahoma City Urban Renewal Authority, a public body corporate
3. (a) The estate or interest in the land described in this commitment is:

Fee Simple

(b) Title to said estate or interest in said land is at the effective date hereof vested in:

Oklahoma City Urban Renewal Authority, a public body corporate
4. The land referred to in this Commitment is located in the County of Oklahoma, State of Oklahoma and is described on Exhibit A attached hereto.

Exhibit A

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

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

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

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

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

Thence North to the place of beginning.

Less and except:

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

Beginning at a point on the west line of said west half of the southeast quarter of the southeast quarter, a distance of 1,227.35 feet North $00^{\circ}39'40''$ East of the southwest corner of said west half of the southeast quarter of the southeast quarter;

Thence North $00^{\circ}39'40''$ East along said west line a distance of 25.08 feet to a point on the present south property line of the Union Pacific Railroad;

Thence North $85^{\circ}57'55''$ East along said property line a distance of 673.78 feet to a point on the east line of said west half of the southeast quarter of the southeast quarter;

Thence South $00^{\circ}45'45''$ West along said east line a distance of 25.09 feet;

Thence South $85^{\circ}57'55''$ West a distance of 673.74 feet to point of beginning.

AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE B – PART I

Commitment No. 2105-0001-68

PART I. The following are the requirements to be complied with:

1. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
2. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.

3. Determine that there exists a right of access to and from the Land.
4. The record reveals Quitclaim Deed from Chicago Pacific Corporation, a Delaware corporation to Brewer and Taylor Co., a Ltd. Partnership filed October 25, 1985 and recorded in Book 5388, page 416. In this respect we require you obtain and file for record a Deed from Brewer and Taylor Co., a Ltd. Partnership to convey interest claimed in that portion of the property which may have been owned by the Chicago, Rock Island and Pacific Railroad Company.
5. Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.

Continued on next page

AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE B – PART I-Continued

Commitment No. 2105-0001-68

7. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of April 22, 2021.

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE B – PART II

Commitment No. 2105-0001-68

Part II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Fees, taxes and assessments made by any taxing authority for the year 2021, which are not yet ascertainable, due or payable, and all subsequent years.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Continued on next page

AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE B – PART II-Continued

Commitment No. 2105-0001-68

8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. The Union Pacific Railroad Company, a Utah corporation, successor to The Choctaw, Oklahoma and Gulf Railroad Company line of track as evidenced by the following:
 - a. Right of Way Deed filed November 15, 1894 and recorded in Book 6 of Deeds, page 356;
 - b. Right of Way Deed filed November 28, 1894 and recorded in Book 6 of Deeds, page 364;
 - c. Warranty Deed filed January 20, 1930 and recorded in Book 379 of Deeds, page 496;
 - d. Right of Way Contract filed July 29, 1933 and recorded in Book 238, page 616;
 - e. Journal Entry filed November 1, 1945 in District Court of Oklahoma County Case No. 110065; and
 - f. Quitclaim Deed filed March 5, 2013 and recorded in Book 12179, page 1020.
10. The Union Pacific Railroad Company, a Utah corporation, successor to The Missouri, Kansas & Oklahoma Railroad Company and the Missouri Kansas & Texas Railway Company line of track as evidenced by the following:
 - a. Deed filed September 11, 1902 and recorded in Book 28 of Deeds, page 3;
 - b. Easement filed January 22, 1921 and recorded in Book 26, page 166;
 - c. Quit Claim Deed filed October 21, 1930 and recorded in Book 399, page 334; and
 - d. Affidavit filed June 25, 2008 and recorded in Book 10842, page 1747.

Continued on next page

AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE B – PART II-Continued

Commitment No. 2105-0001-68

11. The BNSF Railway Company, a Delaware corporation, successor to St. Louis-San Francisco Railway Company line of track as evidenced by the following:
 - a. Deed filed January 22, 1898 and recorded in Book 14 of Deeds, page 44;
 - b. Right of Way Deed filed January 22, 1898 and recorded in Book 13, page 110;
 - c. Deed filed October 3, 1930 and recorded in Book 387, page 450;
 - d. Affidavit and Certificate filed August 25, 1981 and recorded in Book 4802, page 902; and
 - e. Restated Certificate filed April 11, 2005 and recorded in Book 9669, page 1712.
12. Right-of-way in favor of Phillips Petroleum Co. recorded in Book 174, page 180, now Conoco Phillips Company, a Delaware corporation by Certificate recorded in Book 8726, page 158, assigned to Phillips 66 Company, a Delaware Corporation by Assignment and Assumption and Bill of Sale Agreement recorded in Book 11928, page 1203, subject to purported Assignment and Bill of Sale from DCP Operating Company, LP to White Operating Company recorded in Book 13572, page 380. Subject to rights assigned in the Walnut Salt Water Disposal System as set out in Assignment of Rights of Way, Leases, Licenses and Permits recorded in Book 6245, page 1181, as assigned to Walnut Grove Salt Water Disposal, Inc. by Assignment of Rights of Way, Leases, Licenses and Permits recorded in Book 6821, page 899.

Continued on next page

AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE B – PART II-Continued

Commitment No. 2105-0001-68

13. Assignment to Midstate Natural Gas Company by General Conveyance and Bill of Sale and Assignment of Right of Way Grants recorded in Book 5651, page 1763 which evidences the following unrecorded right of way contracts:
 - a. Contract dated December 9, 1931 to Continental Pipe Line Company;
 - b. Contract dated December 30, 1941 to Continental Pipe Line Company;
 - c. Contract dated April 26, 1931 to Sinclair Texas Pipe Line Company;
 - d. Contract dated December 2, 1935 to Sinclair Prairie Pipe Line Company;
 - e. Contract dated November 19, 1941 to Standish Pipe Line Company;
 - f. Contract dated September 5, 1941 to Standish Pipe Line Company;
 - g. Contract dated April 26, 1931 to Sinclair Texas Pipe Line Company assigned August 31, 1936 to Sinclair Refining Company;
 - h. Contract dated December 9, 1931 to Continental Pipe Line Company;
 - i. Contract dated March 1, 1932 to Operator's Oil Corporation;
 - j. Contract dated September 15, 1936 to Sunray Oil Company; and
 - k. Contract dated September 11, 1941 to Standish Pipe Line Company.
14. Unrecorded Right of Way Contract dated December 2, 1935 in favor of Sinclair Prairie Pipe Line Company, assigned to Associated Natural Gas, Inc., a Colorado corporation by Assignment of Pipeline Rights-of-Way and Easements recorded in Book 6312, page 1457. Associated Natural Gas, Inc. now known as DCP Operating Company, LP, a Delaware limited partnership as evidenced by Certificates recorded in Book 8570, page 714, 716, 718 & 721 and Power of Attorney recorded in Book 11200, page 246 and Certificate recorded in Book 14409, page 176.
15. Assignment to Phillips 66 Company, a Delaware Corporation by Assignment and Assumption and Bill of Sale Agreement recorded in Book 11928, page 1203 which evidences the following right of way contracts:
 - a. Contract dated January 1, 1934 to Continental Pipe Line Company;
 - b. Contract dated February 28, 1931 to Phillips Petroleum Company;
 - c. Contract dated May 16, 1935 to Phillips Petroleum Company; and
 - d. Contract dated December 16, 1936 to Phillips Petroleum Company.

Continued on next page

AMERICAN EAGLE TITLE INSURANCE COMPANY


SCHEDULE B – PART II-Continued

Commitment No. 2105-0001-68

16. Warranty Deed to City of Oklahoma City recorded in Book 355, page 422.
17. Easement in favor of the City of Oklahoma City, a municipal corporation recorded in Book 1261, page 515.
18. Notice of Supplemental Final Order and Judgment, which establishes a 16 1/2 foot wide easement in favor of AT&T Corp. and AT&T Communications-East, Inc., recorded in Book 10993, page 1796.
19. Easement Grant in favor of Oklahoma Natural Gas Company recorded in Book 5433, page 854.
20. Easement Grant in favor of US Sprint Communications Company, a New York general partnership recorded in Book 5697, page 773.
21. Agreement recorded in Book 5452, page 350.
22. Agreement recorded in Book 5462, page 1058.

Countersigned
American Eagle Title Group, L.L.C.

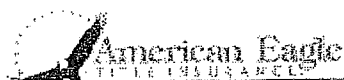
By: _____


Eric R. Offen
ODI License No. 51077

Issued By:

Countersigned at: Buffalo Land Abstract Company

COMMITMENT FOR TITLE INSURANCE



AMERICAN EAGLE TITLE INSURANCE COMPANY, an Oklahoma corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, AMERICAN EAGLE TITLE INSURANCE COMPANY has caused its corporate name to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

AMERICAN EAGLE TITLE INSURANCE COMPANY

Attest:

A handwritten signature in cursive script, appearing to read "Linda Buer".

Secretary

By:

A handwritten signature in cursive script, appearing to read "J.R.". The signature is written over a horizontal line.

President

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in under taking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

ALTA Commitment - 1966

Cover Page

Form 1004-268

ORIGINAL

EXHIBIT E

**OKLAHOMA CITY URBAN RENEWAL
AUTHORITY**

ATLA SURVEY

End of Exhibits