

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“Agreement”) is entered into as of the 19TH day of November, 2024, by and between Echo Soccer, LLC, an Oklahoma limited liability company (“Donor”), and The City of Oklahoma City, a municipal corporation (“City”).

W I T N E S S E T H :

WHEREAS, the City has adopted a Resolution of Intent setting forth the Metropolitan Area Projects (MAPS) 4 Program (“Resolution of Intent”), which includes the City’s intent to allocate at least \$37 million for the construction of a multipurpose stadium (“Stadium”) that is capable of hosting high school, collegiate, and professional sporting competitions, as well as concerts and similar events; and

WHEREAS, on August 16, 2022, the City revised its MAPS 4 Implementation Plan and increased the City’s allocation for construction of the Stadium to approximately \$41 million; and

WHEREAS, on January 16, 2024, the City allocated an additional \$30 million from tax increment financing (“TIF”) sources for construction of the Stadium; and

WHEREAS, the Donor owns a United Soccer League team that is currently known as the Oklahoma City Energy (the “Team”); and

WHEREAS, on February 13, 2024, the City and Energy FC, LLC entered into a “MAPS 4 Multipurpose Stadium Lease and Management Agreement” providing for the management, operation, and administration of the Stadium at a location to be determined; and

WHEREAS, on July 17, 2024, Energy FC, LLC assigned, and Donor assumed, the MAPS 4 Multi-purpose Stadium Lease and Management Agreement; and

WHEREAS, the Donor has acquired real property on which the City desires to construct the Stadium; and

WHEREAS, the Donor has agreed to donate to the City certain real property comprised of approximately nine acres (392,040 square feet) for the construction of a Stadium and related buildings, facilities and parking areas/facilities (collectively, the “Facilities”), as more particularly described on Exhibit A attached hereto (the “Donated Property”) and as illustrated on the boundary drawing attached hereto as Exhibit B, in furtherance of the goals identified in the Resolution of Intent for the Stadium, subject to the terms and conditions of this Agreement.

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

1. Conveyance of the Donated Property

(a) Subject to all the terms, covenants, and conditions of this Agreement, the Donor agrees to donate the Donated Property, and the City agrees to accept the donation of the Donated Property from the Donor.

(b) The Donor will convey to the City fee simple title to the Donated Property by special warranty deed ("Deed"), in substantially the form attached as Exhibit E to this Agreement. The portion of current taxes, if any, on the Donated Property which are a lien on the date of delivery of the Deed will be borne by the Donor. The City will promptly file the Deed in the Oklahoma County land records upon receipt.

2. Restrictions Upon Use of the Property; City's Obligations

(a) The City shall execute a construction contract necessary for the construction of Facilities on the Donated Property, in form and substance approved by the City ("Facilities Construction Contract").

(b) The City and the Donor shall work together in good faith on the design and planning of the Facilities and the final design of the Facilities shall be subject to the reasonable approval of both the City and the Donor. The City shall use its best efforts to include the Donor in all design and planning meetings with respect to the Facilities.

(c) Construction of the Stadium shall commence within twelve (12) months of the recording of the Deed and shall be diligently prosecuted to completion. As used in this subsection, "complete" shall mean the issuance of a final certificate of occupancy with respect to the Facilities.

(d) With the City's execution of the Stadium Construction Contract, the City and Donor shall also execute such agreements as may be necessary or desirable to facilitate rights of use and access between the Donated Property and the adjacent property more particularly described on Exhibit C attached hereto (the "Adjacent Property") and as illustrated on the boundary drawing attached hereto as Exhibit D, if and to the extent such Adjacent Property is acquired by Donor or its affiliates, which may include, without limitation, a parking easement agreement or reciprocal easement agreement.

(e) With the exception of a transfer to a City-beneficiary trust, the City shall not transfer, sell, alienate, give or otherwise dispose of the Donated Property or the Stadium, or any portion thereof (the "Refusal Property"), to any person, organization, or entity, except in compliance with this Section and the ROFR set forth herein. If the City receives a bona fide offer to purchase or otherwise acquire the Refusal Property which the City desires to accept or the City desires to make a bona fide offer to sell, alienate, give, or otherwise dispose of the Refusal Property, the City shall deliver written notice to Donor of such offer together with copies of all documentation pertaining thereto (the "Refusal Notice Documentation"). Without limiting the foregoing, the Refusal Notice Documentation shall include: (a) a statement of the City's bona fide intention sell, alienate, give, or otherwise dispose of the Refusal Property in a transaction which does not include any interest, property, or rights other than the Refusal Property; (b) the name and address of the prospective transferee; (c) the terms and conditions of the contemplated sale or other

transfer; (d) the purchase price, which must be in the form of cash or a promissory note, or a combination thereof, which the prospective transferee will pay for the Refusal Property (and provided that, if the offer received or to be made by the City includes consideration that is not in the form of cash or a promissory note, such offer shall nonetheless be subject to this ROFR and the Refusal Notice Documentation shall include a purchase price in cash to be paid by Donor if it exercises the ROFR that is the fair market value equivalent of such proposed non-cash or non-promissory note consideration, as determined by the agreement of the parties using their good faith reasonable efforts, or, if the parties are unable to so agree, by an appraisal of such consideration by an appraiser mutually selected by the parties using their good faith reasonable efforts, with the parties sharing equally in the fee for any such appraisal); (e) the expected closing date of the transaction; and (f) such other information as Donor may reasonably request. Donor shall have 90 days after the receipt of the Refusal Notice Documentation to deliver notice to the City that Donor elects to purchase or acquire the Refusal Property pursuant to the same terms and conditions set forth in the Refusal Notice Documentation (the “ROFR”). If Donor delivers notice to the City of Donor’s exercise of its right to purchase or otherwise acquire the Refusal Property, the City shall convey the Refusal Property to Donor upon all the same terms and conditions set forth in the Refusal Notice Documentation. If Donor does not so exercise its rights to purchase or otherwise acquire the Refusal Property, the City may convey the Refusal Property pursuant to the Refusal Notice Documentation; provided, however, if the terms and conditions of the offer set forth in the Refusal Notice Documentation change or if the sale or other transfer of the Refusal Property does not close within 180 days of delivery of the Refusal Notice Documentation to Donor, then the Donated Property and the Stadium shall again be subject to the ROFR. The ROFR shall run with the land and inure to the benefit of Donor and its successors and assigns and be binding upon successive owners of the Donated Property. The Deed shall reflect the ROFR.

(f) The City acknowledges and agrees the Donated Property and the Facility are to be exclusively used as a multipurpose stadium, as expressly delineated in the Resolution of Intent and pursuant to the endorsement and approval of the City’s citizens to fund the MAPS 4 projects on December 10, 2019 (the “Use Restriction”). This Use Restriction shall remain in effect for a duration of 50 years from the recording of the Deed. The Use Restriction shall run with the land and inure to the benefit of Donor and its successors and assigns and be binding upon successive owners of the Donated Property. The Deed shall reflect the Use Restriction.

3. Notices, Demands, and Deliveries

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

(i) in the case of the Donor:

Echo Soccer, LLC
120 Robert S. Kerr Ave., Suite 701
Oklahoma City, Oklahoma 73102

(ii) in the case of the City:

The City of Oklahoma City
200 N. Walker Avenue, 3rd Floor
Oklahoma City, Oklahoma 73102
Attn: Craig Freeman, City Manager

With a copy to:

The City of Oklahoma City
200 N. Walker Avenue, 2nd Floor
Oklahoma City, Oklahoma 73102
Attn: Amy Simpson, City Clerk

or

- (iii) at such other address with respect to either party as that party may designate in writing and forward to the other as provided in this Section.

4. Time Extensions

It is understood that delays in timely performance by the Donor might delay performance by the City. Where the City's delay is caused by the Donor's delay in performing the Donor's obligations pursuant to this Agreement, the time for performance of the City's action(s) so delayed will be extended for the period of the delay caused by Donor's performance. In all cases, the times for performance of the Donor's obligations may be extended by the City for good cause and the times for prescribed actions by the City may be extended by mutual agreement.

5. Remedies

(a) *In General.* In the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party, such party shall, upon written notice to the other, proceed immediately to cure or remedy such 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 pursue any remedy available in equity or at law as may be necessary or desirable in its opinion to cure and remedy such default or breach.

(b) *Reconveyance of Title to Donor in the Event of Default by City.* In the event that subsequent to the conveyance of the Donated Property to the City, the City shall default in or violate its obligations to construct and to complete the Facility, and such obligations shall not have been modified or the steps to cure such default shall not be commenced within thirty (30) days as provided herein and thereafter diligently pursued to completion, then title to the Donated Property shall revert back to the Donor (the "Reversionary Right"). The Deed shall reflect the Reversionary Right. The City shall, in such case, within thirty (30) days upon receipt of notice from the Donor, execute a special warranty deed in recordable form conveying all City's interest in the Donated Property to the Donor. The Reversionary Right shall run with the land and inure to the benefit of Donor and its successors and assigns and be binding upon successive owners of the Donated Property.

(c) *Forced Delay in Performance for Causes Beyond Control of Party.* For the purpose of any of the provisions of the Agreement, neither the Donor nor the City, as the case may be, 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 cases beyond its control and without its fault or negligence. In the event of the occurrence of any such forced delay, the time(s) for performance of the obligations herein shall be extended for the period of the forced delay as reasonably determined by the party aggrieved by the delay; provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of such forced delay, have first notified the other party thereof in writing, and of the cause(s) thereof, and requested an extension for the period of the forced delay.

(d) *Rights and Remedies Cumulative; Exception.* All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. However, where a party's rights and remedies have been listed and described in this Agreement, such rights and remedies shall be the exclusive rights and remedies available to said party with respect to the described event, breach, or default to which the right or remedy is applicable.

6. Miscellaneous

(a) *Flagpole.* Donor may construct and install a flagpole on the Donated Property consistent with zoning requirements following the execution of this Agreement at a location selected by Donor, subject to the City's consent which shall not be unreasonably withheld. The flagpole shall remain at this location until construction of the Facilities commences unless Donor decides to remove it or relocate it sooner. Donor may fly a flag or flags from the flagpole marketing the Team.

(b) *Conflicts of Interests.* No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision related 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.

(c) *Section Titles.* Any titles of the several parts or Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

(d) *Applicable Law, Severability, and Entire Agreement.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement

shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

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

(f) *Third Parties.* Except as 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.

(g) *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.

(h) *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.

(i) *Formalities and Authority.* The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement.

(j) *Incorporation of Exhibits.* All documents or attachments identified herein as Exhibits are hereby incorporated into this Agreement and are made integral parts of it.

(k) *Further Assurances.* Each party to this Agreement, for itself and its successors and assigns, agrees to take such additional actions and execute such additional instruments as may be reasonably requested by the other party in order to give effect to the transactions contemplated hereby.

(l) *As-Is, Where-Is.* The donation of the Donated Property hereunder is and will be made on an “as-is, where-is” basis. Donor has not made, does not make, and specifically negates and disclaims (and the City is not relying upon) any representations or warranties of any kind of character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning, or with respect to the Donated Property.

7. Counterparts

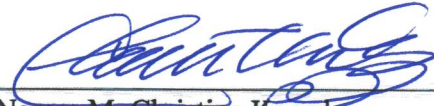
This Agreement may be executed in multiple counterparts, each of which will constitute an original of this instrument.

[The remainder of this page is intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Donor has caused this Agreement to be duly executed as of the Effective Date.

ECHO SOCCER LLC,
an Oklahoma limited liability company


By:


Name: M. Christian Kanady
Title: Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This document was acknowledged before me on the 1st day of November, 2024, by M. Christian Kanady, the Manager of Echo Soccer LLC, an Oklahoma limited liability company.


Notary Public

My Commission Expires: 08/30/2027
My Commission Number: 23011783



APPROVED by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this 19TH day of NOVEMBER, 2024.

THE CITY OF OKLAHOMA CITY,
a municipal corporation

Amy K. Simpson
City Clerk



David Holt
Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This document was acknowledged before me on the 19TH day of NOVEMBER, 2024, by David Holt, the Mayor of The City of Oklahoma City, a municipal corporation.

Miki Graham
Notary Public

My Commission Expires: _____
My Commission Number: _____



(SEAL)

Reviewed for form and legality.

[Signature]

Assistant Municipal Counselor

EXHIBIT A

LEGAL DESCRIPTION OF THE DONATED PROPERTY

EXHIBIT "A"

Property Legal Description

A tract of land lying in the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Northwest Quarter;

THENCE North 00°03'11" East, along the west line of said Northwest Quarter, a distance of 2.85 feet to the southwest corner of that certain tract of land described in Quitclaim Deed recorded in Book 15691, Page 1169;

THENCE Easterly along the south line of said Quitclaim Deed on a non tangent curve to the left having a radius of 2,814.93 feet (said curve subtended by a chord which bears North 78°52'05" East a distance of 800.84 feet) for an arc distance of 803.57 feet to the POINT OF BEGINNING;

THENCE North 25°46'14" West a distance of 696.73 feet;

THENCE North 64°13'35" East a distance of 552.32 feet;

THENCE South 25°46'14" East a distance of 704.75 feet to a point on the south line of said Quitclaim Deed and a point on a curve;

THENCE Southwesterly along said south line on a non tangent curve to the right having a radius of 2,814.93 feet (said curve subtended by a chord which bears South 65°03'33" West a distance of 552.37 feet) for an arc distance of 553.27 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 392,040 square feet or 9.0000 acres, more or less.

The basis of bearings for this description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 00°03'11" East on the west line of the Northwest Quarter of Section 3, Township 11 North, Range 3 West of the Indian Meridian.

EXHIBIT B

BOUNDARY OF DONATED PROPERTY



OKLAHOMA CITY BOULEVARD

S.E. 3RD STREET
(NORMA AVENUE)

WEST LINE, N.M. QUARTER
SECTION 3
T. 11 N., R. 3 E., L.M.

BNSF RAILROAD COMPANY

SHIELDS BLVD.

WALNUT AVENUE
S 00°22'57" E

S.E. 4TH STREET
(POTOMAC AVENUE)

PARCEL F
2.4812 AC.
(108,082 S.F.)

PARCEL E
5.2013 AC.
(226,568 S.F.)

PARCEL D
5.5960 AC.
(243,762 S.F.)

PARCEL C
6.7417 AC.
(293,668 S.F.)

PARCEL G
9.0480 AC.
(394,175 S.F.)

PARCEL A
STADIUM SITE
9.0000 AC.
(392,040 S.F.)

PARCEL B
6.5000 AC.
(283,141 S.F.)

OVERALL
EXHIBIT



COWAN GROUP ENGINEERING

7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116

405-463-3369 (OFFICE) - 405-463-3381 (FAX)

WWW.COWANGROUP.CO

ENGINEERING - SURVEYING

CERTIFICATE OF AUTHORIZATION NO: 6414

EXPIRES JUNE 30, 2026

EXHIBIT C

LEGAL DESCRIPTION OF ADJACENT PROPERTY

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Exhibit A

Legal Description

PARCEL B

A tract of land lying in the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Northwest Quarter;

THENCE North 00°03'11" East, along the west line of said Northwest Quarter, a distance of 2.85 feet to the southwest corner of that certain tract of land described in Quitclaim Deed recorded in Book 15691, Page 1169 and the POINT OF BEGINNING;

THENCE continuing North 00°03'11" East, along said west line, a distance of 389.33 feet;

THENCE South 89°56'49" East a distance of 237.57 feet;

THENCE North 64°51'00" East a distance of 391.52 feet;

THENCE South 25°46'14" East a distance of 445.12 feet to a point on the south line of said Quitclaim Deed and a point on a curve;

THENCE Westerly along the south line of said Quitclaim Deed on a non tangent curve to the right having a radius of 2,814.93 feet (said curve subtended by a chord which bears South 78°52'05" West a distance of 800.84 feet) for an arc distance of 803.57 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 283,141 square feet or 6.5000 acres, more or less.

The basis of bearings for this description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 00°03'11" East on the west line of the Northwest Quarter of Section 3, Township 11 North, Range 3 West of the Indian Meridian.

PARCEL C

A tract of land lying in the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Northwest Quarter;

THENCE North 00°03'11" East, along the west line of said Northwest Quarter, a distance of 392.18 feet;

THENCE South 89°56'49" East a distance of 40.00 feet to the POINT OF BEGINNING;

THENCE North 00°10'04" East a distance of 299.76 feet to a point on the south line of that certain tract of land conveyed to St. Louis-San Francisco Railway Company by Deed recorded in Book 73, Page 419;

THENCE along the easterly line of said Deed, the following Three (3) courses:

1. North 89°44'18" East a distance of 24.88 feet to a point on a curve;
2. Northerly along a non tangent curve to the right having a radius of 557.00 feet (said curve subtended by a chord which bears North 10°14'57" West a distance of 241.43 feet) for an arc distance of 243.36 feet;
3. South 89°37'54" West a distance of 22.30 feet to a point on the west line of said Northwest Quarter;

THENCE North 00°03'11" East, along said west line, a distance of 151.60 feet;

THENCE North 35°51'24" East a distance of 99.61 feet;

THENCE North 01°23'08" East a distance of 252.39 feet to a point on the south line of that certain tract of land conveyed to Lumberyard Development LLC in Warranty Deed recorded in Book 12926, Page 1749;

THENCE North 89°45'03" East, along said south line, a distance of 11.35 feet;

THENCE South 25°46'14" East a distance of 743.21 feet;

THENCE North 64°13'35" East a distance of 92.10 feet;

THENCE South 25°46'14" East a distance of 251.61 feet;

THENCE South 64°51'00" West a distance of 391.52 feet;

THENCE North 89°56'49" West a distance of 197.58 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 293,668 square feet or 6.7417 acres, more or less.

The basis of bearings for this description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 00°03'11" East on the west line of the Northwest Quarter of Section 3, Township 11 North, Range 3 West of the Indian Meridian.

PARCEL D

A tract of land lying in the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Northwest Quarter;

THENCE North 00°03'11" East, along the west line of said Northwest Quarter, a distance of 392.18 feet;

THENCE South 89°56'49" East a distance of 40.00 feet;

THENCE North 00°10'04" East a distance of 299.76 feet to a point on the south line of that certain tract of land conveyed to St. Louis-San Francisco Railway Company by Deed recorded in Book 73, Page 419;

THENCE along the easterly line of said Deed, the following Three (3) courses:

1. North 89°44'18" East a distance of 24.88 feet to a point on a curve;
2. Northerly along a non tangent curve to the right having a radius of 557.00 feet (said curve subtended by a chord which bears North 10°14'57" West a distance of 241.43 feet) for an arc distance of 243.36 feet;
3. South 89°37'54" West a distance of 22.30 feet to a point on the west line of said Northwest Quarter;

THENCE North 00°03'11" East, along said west line, a distance of 151.60 feet;

THENCE North 35°51'24" East a distance of 99.61 feet;

THENCE North 01°23'08" East a distance of 252.39 feet to a point on the south line of that certain tract of land conveyed to Lumberyard Development LLC in Warranty Deed recorded in Book 12926, Page 1749;

THENCE North 89°45'03" East, along said south line, a distance of 11.35 feet to the POINT OF BEGINNING;

THENCE continuing North 89°45'03" East, along said south line and the southerly line of that certain tract of land conveyed to BN Leasing Corporation in Quit Claim Deed recorded in Book 6276, Page 1655, a distance of 412.86 feet;

THENCE South 25°46'14" East a distance of 565.31 feet;

THENCE South 64°13'35" West a distance of 372.57 feet;
THENCE North 25°46'14" West a distance of 743.21 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 243,762 square feet or 5.5960 acres, more or less.

The basis of bearings for this description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 00°03'11" East on the west line of the Northwest Quarter of Section 3, Township 11 North, Range 3 West of the Indian Meridian.

PARCEL E

A tract of land lying in the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Northwest Quarter;

THENCE North 00°03'11" East, along the west line of said Northwest Quarter, a distance of 392.18 feet;

THENCE South 89°56'49" East a distance of 40.00 feet;

THENCE North 00°10'04" East a distance of 299.76 feet to a point on the south line of that certain tract of land conveyed to St. Louis-San Francisco Railway Company by Deed recorded in Book 73, Page 419;

THENCE along the easterly line of said Deed, the following Three (3) courses:

1. North 89°44'18" East a distance of 24.88 feet to a point on a curve;
2. Northerly along a non tangent curve to the right having a radius of 557.00 feet (said curve subtended by a chord which bears North 10°14'57" West a distance of 241.43

feet) for an arc distance of 243.36 feet;

3. South 89°37'54" West a distance of 22.30 feet to a point on the west line of said Northwest Quarter;

THENCE North 00°03'11" East, along said west line, a distance of 151.60 feet;

THENCE North 35°51'24" East a distance of 99.61 feet;

THENCE North 01°23'08" East a distance of 252.39 feet to a point on the south line of that certain tract of land conveyed to Lumberyard Development LLC in Warranty Deed recorded in Book 12926, Page 1749;

THENCE North 89°45'03" East, along said south line and the southerly line of that certain tract of land conveyed to BN Leasing Corporation in Quit Claim Deed recorded in Book 6276, Page 1655, a distance of 424.21 feet to the POINT OF BEGINNING;

THENCE continuing along the southerly line of said Quit Claim Deed, the following Two (2) courses:

1. North 89°45'03" East a distance of 381.83 feet;

2. North 50°01'54" East a distance of 226.62 feet to a point on the west right of way line of Walnut Avenue;

THENCE South 00°22'57" East, along said west right of way line, a distance of 234.40 feet to a point on the south right of way line of S.E. 4th Street (Pottowatomie Avenue);

THENCE North 89°37'54" East, along said south right of way line, a distance of 59.99 feet;

THENCE South 00°22'58" East a distance of 242.27 feet;

THENCE South 64°13'35" West a distance of 414.09 feet;

THENCE North 25°46'14" West a distance of 565.31 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 226,568 square feet or 5.2013 acres, more or less.

The basis of bearings for this description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 00°03'11" East on the west line of the Northwest Quarter of Section 3, Township 11 North, Range 3 West of the Indian

Meridian.

PARCEL F

A tract of land lying in the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Northwest Quarter;

THENCE North 00°03'11" East, along the west line of said Northwest Quarter, a distance of 1829.64 feet to a point on the South right of way line of S.E. 3rd Street (Noble Avenue);

THENCE North 89°38'13" East, along said South right of way line, a distance of 1101.67 feet to the Northeast corner of Walnut Avenue right of way as established by the plat of McCornack's Factory Addition Amended, recorded in Book 16 of Plats, Page 95, also being a point on the extended West line of Lot 1, Block 1, McCornack's Factory Addition Amended;

THENCE South 00°22'57" East, along said extended line, the west line of said Lots 1 and 2, a distance of 116.73 feet to the southwest corner of that certain tract of land conveyed to BN Leasing Corporation in Quit Claim Deed recorded in Book 6276, Page 1655 and the POINT OF BEGINNING;

THENCE North 88°49'48" East, along the south line said Quit Claim Deed, a distance of 41.50 feet to a point on the westerly line of that certain tract of land conveyed to M.K.& T. Railroad in Deed recorded in Book 420, Page 119;

THENCE North 33°36'04" East, along said westerly line, a distance of 240.15 feet to a point on the south right of way line of Oklahoma Boulevard;

THENCE North 89°36'02" East, along said south right of way line, a distance of 24.12 feet to the easterly line of said Deed;

THENCE South 33°36'04" West, along said easterly line, a distance of 239.75 feet;

THENCE North 88°49'48" East a distance of 42.88 feet to a point of curvature;

THENCE Easterly along a curve to the right having a radius of 426.48 feet (said curve subtended by a chord which bears South 75°19'26" East a distance of 232.91 feet) for an arc distance of 235.91 feet;

THENCE South 55°11'45" East a distance of 65.22 feet to a point of curvature;

THENCE Southeasterly along a curve to the right having a radius of 629.27 feet (said curve subtended by a chord which bears South 41°01'02" East a distance of 15.00 feet) for an arc distance of 15.00 feet;
THENCE South 49°32'58" West a distance of 180.90 feet to a point on a curve;

THENCE Southeasterly along a non tangent curve to the right having a radius of 480.00 feet (said curve subtended by a chord which bears South 32°34'44" East a distance of 125.54 feet) for an arc distance of 125.90 feet to a point on the north right of way line of S.E. 4th Street (Pottowatomie Avenue);

THENCE South 89°37'54" West, along said right of way line, a distance of 325.15 feet to the east right of way line of said Walnut Avenue;

THENCE North 00°22'57" West, along said right of way line, a distance of 330.58 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 108,082 square feet or 2.4812 acres, more or less.

The basis of bearings for this description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 00°03'11" East on the west line of the Northwest Quarter of Section 3, Township 11 North, Range 3 West of the Indian Meridian.

PARCEL G

A tract of land lying in the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Northwest Quarter;

THENCE North 00°03'11" East, along the west line of said Northwest Quarter, a distance of 2.85 feet to the southwest corner of that certain tract of land described in Quitclaim Deed recorded in Book 15691, Page 1169 and a point on a curve;

THENCE Easterly along the south line of said Quitclaim Deed on a non tangent curve to the left having a radius of 2,814.93 feet (said curve subtended by a chord which bears North 73°14'14" East a distance of 1343.74 feet) for an arc distance of 1356.84 feet to the POINT OF BEGINNING;

THENCE North 25°46'14" West a distance of 704.75 feet;

THENCE North 64°13'35" East a distance of 142.25 feet;

THENCE North 00°22'58" West a distance of 242.27 feet to a point on the south right of way line of S.E. 4th Street (Pottowatomie Avenue);

THENCE North 89°37'54" East, along said south right of way line, a distance of 343.91 feet;

THENCE South 17°21'09" East a distance of 89.45 feet;

THENCE South 00°22'57" East a distance of 239.48 feet;

THENCE North 89°37'49" East a distance of 191.40 feet;

THENCE South 01°27'37" West a distance of 208.53 feet;

THENCE South 45°35'57" West a distance of 71.77 feet;

THENCE South 00°15'42" East a distance of 30.00 feet to a point on the centerline of vacated Frisco Avenue (5th Street);

THENCE South 89°44'18" West, along said centerline, a distance of 141.52 feet;

THENCE South 00°15'42" East a distance of 29.26 feet to a point on the north line of said Quitclaim Deed;

THENCE North 89°34'22" East, along said north line, a distance of 189.66 feet to the northeast corner of said Quitclaim Deed;

THENCE South 01°13'02" West a distance of 35.42 feet to the southeast corner of said Quitclaim Deed and a point on a curve;

THENCE Southwesterly along the southerly line of said Quitclaim Deed on a non tangent curve to the right having a radius of 2,814.93 feet (said curve subtended by a chord which bears South 54°45'14" West a distance of 458.83 feet) for an arc distance of 459.34 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 394,175 square feet or 9.0490 acres, more or less.

The basis of bearings for this description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North 00°03'11" East on the west line of the Northwest Quarter of Section 3, Township 11 North, Range 3 West of the Indian Meridian.

EXHIBIT D

BOUNDARY OF ADJACENT PROPERTY



OKLAHOMA CITY BOULEVARD

S.E. 3RD STREET
(MOBILE AVENUE)

WALNUT AVENUE
S 00°22'57" E

WEST LINE, N.W. QUARTER
SECTION 3
T. 11 N., R. 3 W., L. 12

BNSF RAILROAD COMPANY

SHIELDS BLVD.

PARCEL F
2.4812 AC.
(108,082 S.F.)

S.E. 4TH STREET
(POTOMAC AVENUE)

PARCEL E
5.2013 AC.
(226,568 S.F.)

PARCEL D
5.5960 AC.
(243,762 S.F.)

PARCEL C
6.7417 AC.
(293,668 S.F.)

PARCEL G
9.0490 AC.
(394,175 S.F.)

PARCEL A
STADIUM SITE
9.0000 AC.
(392,040 S.F.)

PARCEL B
6.5000 AC.
(283,141 S.F.)



COWAN GROUP ENGINEERING

7100 N. GLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116
405-463-3369 (OFFICE) - 405-463-3381 (FAX)
WWW.COWANGROUP.CO

ENGINEERING - SURVEYING
CERTIFICATE OF AUTHORIZATION NO: 6414
EXPIRES JUNE 30, 2026

**OVERALL
EXHIBIT**

EXHIBIT E

After recordation, return to:

The City of Oklahoma City
200 N. Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
Attn: City Clerk

Exempt From Documentary Stamp Tax
Okla. Stat. 68, Article 32, Section 3202

Reserved For Recording Information

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT on this ____ day of _____, 2024, **Echo Soccer LLC, an Oklahoma limited liability company** ("Grantor"), for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto The City of Oklahoma City (the "Grantee"), whose mailing address is 200 N. Walker Avenue, Oklahoma City, Oklahoma 73102, all of the Grantor's right, title and interest in and to that certain real property and premises situated in Oklahoma County, State of Oklahoma, as more particularly described on Exhibit A attached hereto, together with all improvements thereon and all rights and appurtenances thereunto belonging (the "Property"); LESS AND EXCEPT all oil, gas, coal, metallic ores, and other mineral interests therein and thereunder previously reserved or conveyed, and less all rights, interests, and estates of whatsoever nature incident thereto or arising therefrom; SUBJECT TO: (a) all agreements, conditions, use restrictions, purchase options and rights, reverter rights, and other matters pertaining to the Property as set forth in that certain Real Estate Donation Agreement between Grantor and Grantee dated _____, 2024 (the "Donation Agreement"), including, without limitation, (i) the right of first refusal in favor of Grantor set forth in the Donation Agreement; (ii) the reversionary rights to the Property in favor of Grantor set forth in the Donation Agreement upon a default by Grantee under the Donation Agreement beyond applicable notice and cure periods; and (iii) the restriction that the Property be used exclusively as a multi-purpose stadium for a duration of fifty (50) years from the date this Deed is recorded as set forth in the Donation Agreement; (b) all taxes for the current and subsequent years; (c) any existing building and zoning ordinances, and other governmental restrictions; and (d) all covenants, conditions, restrictions, rights-of-way and other matters of record (collectively, the "Permitted Exceptions"); and WARRANTS title to the Property to be free, clear, and discharged of and from, other than the Permitted Exceptions, all former grants, charges, taxes, judgments, mortgages, liens, and encumbrances of whatsoever nature made or suffered to be made or done by, through, or under Grantor, but not otherwise.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, forever, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date shown above.

“GRANTOR”:

ECHO SOCCER LLC,
an Oklahoma limited liability company

By:

Name: M. Christian Kanady
Title: Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

 The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by M. Christian Kanady as the Manager of **Echo Soccer LLC**, an Oklahoma limited liability company.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL)

EXHIBIT A

Legal Description of the Property