

## REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“Agreement”) is entered into as of the 20th day of May, 2025, by and between **Janus Holdings, LLC**, an Oklahoma limited liability company (“Donor”), and **The City of Oklahoma City**, a municipal corporation (“City”).

### WITNESSETH:

**WHEREAS**, on August 27, 2019, the City Council of the City of Oklahoma City adopted a Resolution of Intent setting forth the Metropolitan Area Projects (MAPS) 4 Program (“Resolution of Intent”) and declaring the City’s intent, among other things, to provide for a comprehensive update to mental health facilities and services in Oklahoma City (“Mental Health Objectives”); and

**WHEREAS**, the Resolution of Intent and the March 13, 2024 MAPS4 Community Budget Report allocates at least (a) \$24 million for the construction of a restoration center to include a crisis center, methamphetamine detox, substance abuse, and other comprehensive services (“Restoration Center”), and (b) \$7 million for mental health housing to provide housing for residents experiencing mental illness and homelessness and transition out of a crisis center (“Mental Health Housing”); and

**WHEREAS**, the Donor is a subsidiary entity of the Arnall Family Foundation, a private foundation (“Foundation”) that launched the formation of, and continues to support, Oklahoma County Diversion Hub, Inc., an Oklahoma not for profit corporation (“OCDH”), to provide a comprehensive, one-stop network of multiple social services organizations assisting justice-involved individuals in one location; and

**WHEREAS**, OCDH and the City have previously executed certain agreements pursuant to which the City is constructing, and OCDH will operate, a new, expanded facility where OCDH will provide its services (the “MAPS4 Diversion Hub”); and

**WHEREAS**, the Donor owns approximately 0.8965 acres of real property and all improvements thereon, located in Oklahoma City, Oklahoma, as more particularly described on Exhibit A and depicted on Exhibit B, each attached hereto and made a part hereof (“Donor Property”); and

**WHEREAS**, the planned development of the Restoration Center and Mental Health Housing on the Donor Property will augment and enhance the operations and services provided at the MAPS4 Diversion Hub; and

**WHEREAS**, the City, through its architect, is engaged in preparing development design documents and construction documents for the Restoration Center and Mental Health Housing on the Donor Property; and

**WHEREAS**, as a subsidiary entity of the Foundation, the Donor wishes to support the not-for-profit mission of OCDH and desires to donate to the City the Donor Property to enhance the services provided at the MAPS4 Diversion Hub, and to support the objectives identified in the

Resolution of Intent for the development of the Restoration Center and Mental Health Housing, 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:

**Section 1. Conveyance of the Property.**

(a) In consideration of the City's undertakings set forth in this Agreement, the Donor agrees to donate and convey the Donor Property to the City, for the specific purposes set forth herein, subject to the terms, covenants, and conditions of this Agreement (the "Donation"). To further support and enhance the services to be provided at the MAPS4 Diversion Hub, the Donor agrees to make the Donation for no monetary consideration, in exchange for the City's fulfillment of the promises and agreements contained herein. The City agrees to accept the Donation in accordance with the terms and conditions of this Agreement.

(b) The Donor Property will be donated AS-IS and WHERE-IS, WITH ALL FAULTS. The City acknowledges that Donor makes no representations or warranties with respect to the Donor Property.

(c) Within fifteen (15) days of completion and approval by the City of the Design Development Documents for the Restoration Center and Mental Health Housing, Donor will convey to the City fee simple title in the Donor Property by special warranty deed, in substantially the form attached as Exhibit C to this Agreement ("Deed").

(d) The portion of current taxes, if any, on the Donor Property which are a lien on the date of delivery of the Deed will be borne by Donor.

(e) The City shall promptly file the Deed for record with the Oklahoma County Clerk. The City shall provide Donor with a file-stamped copy of the Deed within two business days after recording the Deed.

(f) The City's obligations hereunder shall survive the Donation and recording of the Deed.

**Section 2. Restrictions Upon Use of the Property.**

(a) Construction of the Restoration Center and Mental Health Housing shall commence within thirty (30) months of the date of the recording of the Deed with the Oklahoma County Clerk and shall thereafter be diligently pursued to completion.

(b) Upon completion of the Restoration Center and Mental Health Housing, the City acknowledges and agrees that the Donor Property shall be used exclusively for these purposes and as provided herein (the "Use Restriction"). In the event that any circumstance prevents the use of the Donor Property for the Restoration Center and Mental Health Housing, the Donor Property shall be used for an alternative use as specified in the Resolution of Intent, with the highest priority given to the Mental Health Objectives. This Use Restriction shall be reflected the Deed and shall remain in effect for a duration of fifty (50) years from the date of recording of the Deed.

### **Section 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:

Janus Holdings, LLC  
911 NW 57th Street  
Oklahoma City, OK 73118  
Attn: Sue Ann Arnall

- (ii) in the case of the City:

The City of Oklahoma City  
200 N. Walker, 3<sup>rd</sup> Floor  
Oklahoma City, Oklahoma 73102  
Attn: Craig Freeman, City Manager

With a copy to:

The City of Oklahoma City  
200 N. Walker, 2<sup>nd</sup> 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.

### **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.

### **Section 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.* Should the City, subsequent to Donor's conveyance of the Donor Property, either (i) fail to fulfill its obligations to construct and complete the Restoration Center and Mental Health Housing for any reason whatsoever, or (ii) breach or abandon the Use Restriction, then the City shall, within thirty (30) days of receiving notice from the Donor, execute and deliver a deed conveying the Donor Property back to the Donor.

(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.

## **Section 6. Miscellaneous.**

(a) *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.

(b) *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.

(c) *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.

(d) *Amendments to Agreement; Waiver.* This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto. No waiver of any of the provisions of either this Agreement shall be effective unless in writing and signed by the party to be charged with such waiver. No such waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

(e) *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.

(f) *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.

(g) *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.

(h) *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.

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

(j) *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.

**Section 7. Counterparts.**

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]**

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

**JANUS HOLDINGS, LLC,**  
an Oklahoma limited liability company

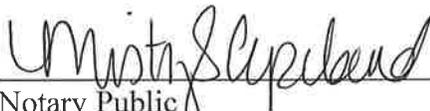
By: ARNALL FAMILY FOUNDATION,  
an Oklahoma nonprofit corporation, Its Sole  
Member and Manager

By:   
Sue Ann Arnall, President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF OKLAHOMA        )

This document was acknowledged before me on the 11 day of December, 2024,  
by Sue Ann Arnall, the President of Arnall Family Foundation, an Oklahoma nonprofit  
corporation, as the Sole Member and Manager of Janus Holdings, LLC, an Oklahoma limited  
liability company.

  
Notary Public

My Commission Expires: 12/04/2025  
My Commission Number: 17011063





**EXHIBIT A**

LEGAL DESCRIPTION OF DONOR PROPERTY

The south 35 feet of Lot 1, the east 142 feet of Lot 2 and all of Lot 3;

AND

The east 45 feet of the west 75 feet of Lot 2, less and except the north 10 feet thereof;

AND

Lots 4, 7 and the east 19 feet of Lot 8, except the south 86.3 feet of Lot 7 and the south 86.3 feet of the east 19 feet of Lot 8;

AND

The north 48.6 feet of the west 6 feet of Lot 8 and the north 48.6 feet of Lots 9 through 13;

All in Roberts Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the plat recorded in Book 9 of Plats, page 13.

**EXHIBIT B**

SITE PLAN OF DONOR PROPERTY

