

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“**Agreement**”) is entered into as of the ____ day of _____, 2025 (the date of approval by the last party hereto; the “**Effective Date**”), by and between Midtown Hill 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, which includes the City’s intent to allocate \$38 million for the construction of a new, permanent family justice center (“**MAPS 4 Family Justice Center**”) to offer services to victims of domestic violence, sexual assault, elder abuse, and human trafficking, and to support children exposed to trauma; and

WHEREAS, Donor is the owner of real property located at 1135 N. Hudson Avenue in Oklahoma City, Oklahoma; and

WHEREAS, Donor has agreed to donate to the City a portion of its real property located at 1135 N. Hudson Avenue, comprised of approximately ____ acres, as more particularly described on Exhibit A attached hereto (the “**Donated Property**”) and as illustrated on the boundary drawing attached hereto as Exhibit B, for the construction of the MAPS 4 Family Justice Center, subject to the terms and conditions of this Agreement.

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

1. Conveyance of the Property

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

(b) 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 C to this Agreement, within thirty (30) calendar days of the Effective Date. 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 Donor. The City will promptly file the deed for record 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 the MAPS 4 Family Justice Center on the Donated Property, in form and substance approved by the City.

(b) Construction of the MAPS 4 Family Justice Center shall commence within twelve (12) months of the recording of the Deed and shall be diligently prosecuted to completion.

(c) Construction of the MAPS 4 Family Justice Center shall be completed within three (3) years after the recording of the Deed.

(d) With the exception of a transfer to a City-beneficiary trust prior to the date that is fifty (50) years after the date of the Certificate of Completion (as defined in that certain Palomar

Parking Garage Project Economic Development Agreement dated ____ by the City, the Oklahoma City Economic Development Trust, and Donor's affiliate, Midtown—11th Street Parking, LLC, an Oklahoma limited liability company) ("Restriction Period"), the City shall not transfer, sell, alienate, give or otherwise dispose of the Donated Property or any portion thereof (the "ROFR Property"), to any person, organization, or entity, except in compliance with this Section. If the City receives a bona fide offer to purchase or otherwise acquire the ROFR 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 ROFR Property, the City shall deliver written notice to Donor of such offer together with copies of all documentation pertaining thereto (the "ROFR Notice Documentation"). Without limiting the foregoing, the ROFR Notice Documentation shall include: (a) a statement of the City's bona fide intent to sell, alienate, give, or otherwise dispose of the ROFR 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 ROFR 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 ROFR 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 ROFR Notice Documentation to deliver notice to the City that Donor elects to purchase or acquire the Refusal Property on the same terms and conditions set forth in the ROFR Notice Documentation, as adjusted as set forth herein. If Donor delivers notice to the City of Donor's exercise of its right to purchase or otherwise acquire the ROFR Property, the City shall convey the ROFR Property to Donor upon all the same terms and conditions set forth in the ROFR Notice Documentation, as adjusted as set forth herein. If Donor does not so exercise its rights to purchase or otherwise acquire the ROFR Property, the City may convey the ROFR Property pursuant to the ROFR Notice Documentation; provided, however, if the terms and conditions of the offer set forth in the ROFR Notice Documentation change or if the sale or other transfer of the ROFR Property does not close within 180 days of delivery of the ROFR Notice Documentation to Donor, then the Donated Property shall again be subject to the terms set forth in this Section 2(d). The provisions of this Section 2(d) 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.

(e) The City acknowledges and agrees during the Restriction Period the Donated Property is to be exclusively used as the site of the MAPS 4 Family Justice Center.

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 Donor:

Midtown Hill, LLC
P.O. Box 2898
Oklahoma City, Oklahoma 73101
Attention: Chris Fleming
Email: cfleming@rehcollc.com

With a copy to:

Calvert Law Firm
1041 N.W. Grand Blvd.
Oklahoma City, Oklahoma 73118
Attention: Monica J. Hoenshell
Email: mhoenshell@calvertlaw.com

- (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.

6. 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.

7. 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 after receipt of notice thereof from Donor and thereafter diligently pursued to completion within one hundred twenty (120) days after receipt of such notice, then title to the Donated Property shall revert back to the Donor. The City shall, in such case, execute a deed conveying all City's interest in the Donated Property to the Donor within thirty (30) days of Donor's demand therefor.

(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.

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

(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.

(f) *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.

(g) *Perpetuities.* To the extent that the rule against perpetuities is applicable hereto, but not otherwise, the rights granted to Grantor in Section 2(d) shall expire upon the earlier to occur of (a) the date set forth for expiration of such rights in said Section 2(d) or (b) the date which is twenty-one (21) years after the date of death of the last to die of the following parties: the last grandchild to survive of the presently living grandchildren of George W. Bush, former President of the United States of America.

9. 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, this Agreement has been approved by Midtown Hill LLC this _____ day of _____, 2025.

MIDTOWN HILL LLC,
an Oklahoma limited liability company

By: _____
Robert E. Howard II, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on the _____ day of _____, 2025, personally appeared Robert E. Howard II, Manager of Midtown Hill LLC, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL)

APPROVED by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this _____ day of _____, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY,
a municipal corporation

City Clerk

By:

Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This document was acknowledged before me on the _____ day of _____, 2025,
by David Holt, the Mayor of The City of Oklahoma City, a municipal corporation.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL)

Reviewed for form and legality.

Assistant Municipal Counselor

EXHIBIT A

Legal Description of the Donated Property

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being all of Lots One (1) through Four (4) and Lots Thirty-seven (37) through Forty (40) and a portion of Lots Five (5) and Thirty-six (36) in DESOTO ADDITION and a portion of Hudson Avenue and Park Place (platted Columbus Avenue) according to the recorded Plat, being more particularly described as follows:

BEGINNING at the Northeast (NE) Corner of said Lot 1;

THENCE North 89°49'14" East, along and with the extended North line of said Lot 1, a distance of 20.00 feet;

THENCE South 01°24'11" West, departing the extended North line of said Lot 1, a distance of 311.67 feet to the extended South line of the Partial Street Vacation as described in Journal Entry of Judgement Case No. CV-2015-195, recorded in Book 12803, Page 697;

THENCE North 89°39'15" West, along and with the extended South line of said Partial Street Vacation, a distance of 135.22 feet to a point on the South line of said Partial Street Vacation;

THENCE North 00°00'00" East, departing the South line of said Partial Street Vacation, a distance of 69.01 feet;

THENCE North 90°00'00" East, a distance of 5.00 feet; THENCE

North 00°00'00" East, a distance of 194.52 feet; THENCE North

90°00'00" West, a distance of 5.00 feet;

THENCE North 00°00'00" East, a distance of 46.78 feet to a point on the North line of said Lot 5;

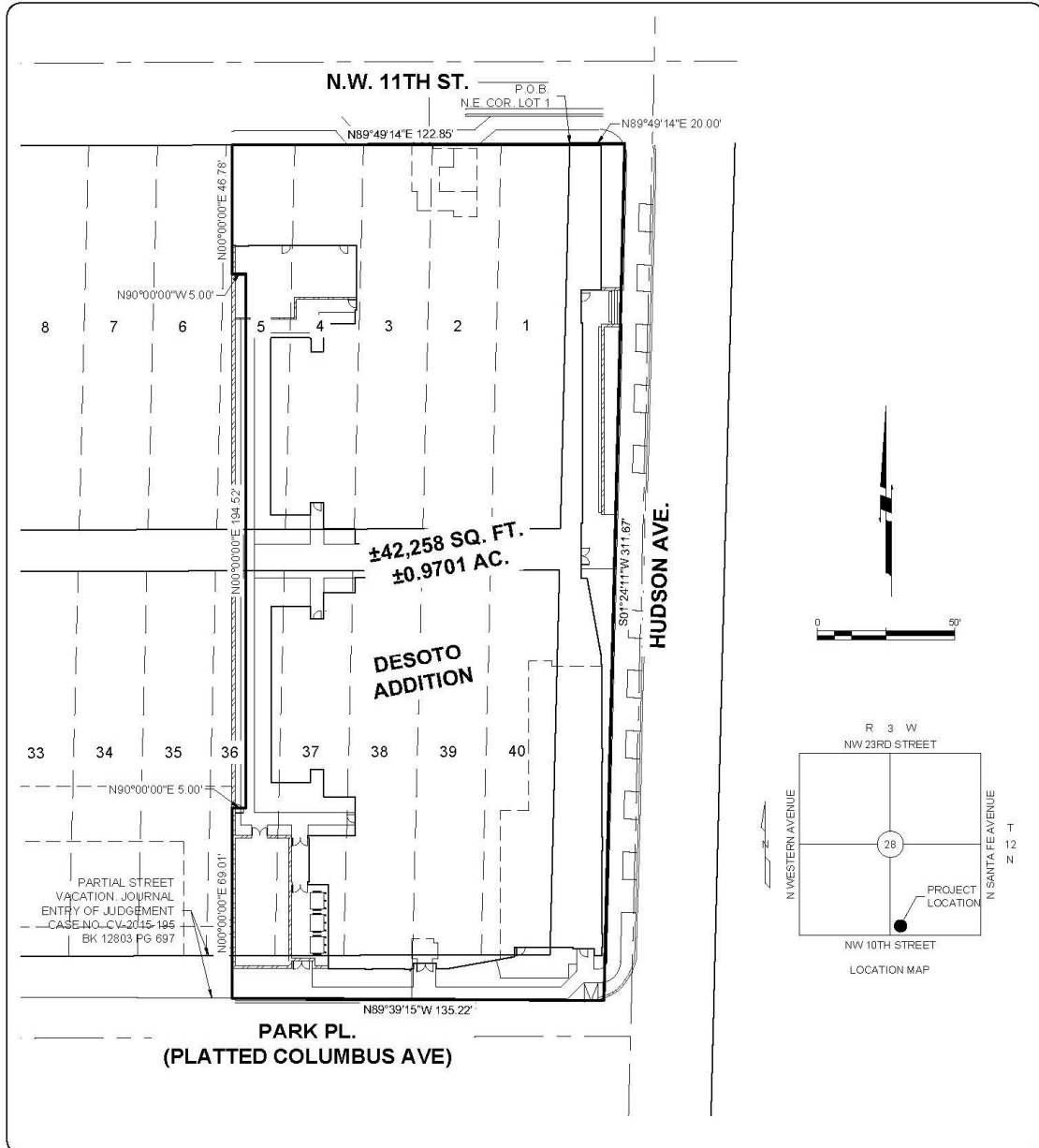
THENCE North 89°49'14" East, along and with the North lines of said Lots 5 through 1, a distance of 122.85 feet to the POINT OF BEGINNING.

Containing 42,258 square feet or 0.9701 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). All Distances are grid distances in U.S. Survey Feet.

EXHIBIT B

Boundary of Donated Property



ACAD FILE: H:\5383\Exhibit\5383-Palomar Exhibit.dwg, 9/26/2023 4:20 PM, Blaxon Elmsner
XREFS LOADED: 5383-bdy.dwg 5383-BKGD.dwg

Copyright © 2023 Johnson & Associates

Proj. No.: 5383
Date: 9-26-23
Scale: 1"=50'

PALOMAR TRACT
OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA
EXHIBIT



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX: (405) 235-8078 www.jacinc.com
Certificate of Authorization #1484 Exp. Date: 05-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

EXHIBIT C

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 _____, 2025, **Midtown Hill 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** (“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 _____, 2025, including without limitation (i) the right of first refusal in favor of Grantor set forth in the Donation Agreement, (ii) the restriction that the Property be used exclusively as the site of the MAPS 4 Family Justice Center for fifty (50) years after the date of the Certificate of Completion (as defined in that certain Palomar Parking Garage Project Economic Development Agreement dated ____ by the City, the Oklahoma City Economic Development Trust, and Donor’s affiliate, Midtown—11th Street Parking, LLC, an Oklahoma limited liability company); and (iii) 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; (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”:

MIDTOWN HILL LLC,
an Oklahoma limited liability company

By: _____

Robert E. Howard II, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on the _____ day of _____, 2025, personally appeared Robert E. Howard II, Manager of Midtown Hill LLC, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he or she executed the same as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said corporation or entity for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL)

ACCEPTED by The City of Oklahoma City this _____ day of _____, 2025.

City Clerk

REVIEWED for form and legality.

Assistant Municipal Counselor

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