

**AGREEMENT FOR CONSENT TO SALE AND TRANSFER OF LAND SUBJECT TO
CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT**

THIS Agreement, made on or as of the _____ day of September, 2015, by and between the **TULSA DEVELOPMENT AUTHORITY**, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "TDA"), having its office at 1216 N. Lansing Avenue, Suite D, in the City of Tulsa (hereinafter called "City"), State of Oklahoma 74106; **TULSA OPEN SPACE ALLIANCE, INC.** ("TOSA"), a not for profit conservation organization, whose mailing address is: 624 S. Boston Avenue, Suite 400, Tulsa, Oklahoma, 74119; **TULSA URBAN DEVELOPMENT GROUP, LLC** ("TUDG"), an Oklahoma limited liability company, whose mailing address is: P.O. Box 470587 Tulsa, Oklahoma, 74147, **HARTFORD COMMONS LLC**, an Oklahoma limited liability company, (hereinafter called "Hartford") whose mailing address is: 2624 E. 21st Street Tulsa, OK 74114, and **GREENWOOD AVENUE PARTNERS LLC**, an Oklahoma limited liability company (hereinafter called "Purchaser"), whose mailing address is: 2624 E. 21st Street Tulsa, OK 74114.

WHEREAS, TDA's has previously entered into a Contract for Sale of Land for Private Redevelopment ("Contract") with TOSA dated the 14th day of February, 2012, covering certain real property more particularly described as follows:

Lot 10 of Block 1, Third and Greenwood Addition to the City of Tulsa, Tulsa County, State of Oklahoma according to the recorded plat thereof.

(Which said real estate has been replatted since the original date of said Contract and was originally described in said Contract as follows:

TRACT 2: The Westerly Forty (40) feet of Lots Five (5), Six (6) and Seven (7) of Block 111; all in the Original Town Addition to the City of Tulsa, Tulsa County, State of Oklahoma according to the recorded plat thereof.)

hereinafter called "Property", and to redevelop the Property for and in accordance with the uses specified in the Downtown Master Plan, in the PlaniTulsa 2010 Tulsa Comprehensive Plan, in the Urban Renewal Plan for the City of Tulsa and the provisions of the Contract; and

WHEREAS, a First Amendment to said Contract was executed by the parties on August 8, 2013, a Second Amendment to said Contract was executed by the parties on February 13, 2014, a Third Amendment to said Contract was executed by the parties on August 14, 2014 a Fourth Amendment to said Contract was executed by the parties on December 11, 2014 and a Fifth Amendment to said Contract was executed by the parties on January 15, 2015; and,

WHEREAS, Purchaser has proposed that TDA, Hartford, TUDG and TOSA agree and consent to the purchase by Purchaser of the Property and TDA is willing, subject to certain terms and conditions as set forth herein, to consent and agree to such sale, subject to the terms and conditions of said Contract for Sale of Land for Private Redevelopment between TDA and TOSA, as amended to date, and as further amended by the terms of this Agreement; and

WHEREAS, the parties mutually desire to enter into this Agreement memorializing the terms and conditions by which they shall agree and consent to the sale of the Property to Purchaser.

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

1. Subject to satisfaction by Purchaser of the additional terms and conditions set forth in this Agreement, including without limitation Purchaser's assumption of all rights, obligations, duties, terms, conditions and covenants contained in the Contract for Sale of Property for Private Redevelopment between TDA and TOSA except for those provisions of the Contract, as amended, that are excluded as set forth in Section 2 of this Agreement, and the assignment of said Contract rights by TOSA to Purchaser, TDA does hereby agree and consent to the sale of the Property by TDA to Purchaser instead of to TOSA, and the terms, conditions, requirements or obligations of TDA to TOSA pursuant to the provisions of Contract shall no longer apply to TOSA but shall apply instead to Purchaser.
2. Purchaser agrees to, and does hereby, assume of all rights, obligations, duties, terms, conditions and covenants of TOSA contained in the Contract for Sale of Property for Private Redevelopment between TDA and TOSA and hereby accepts the assignment of said Contract rights by TOSA to Purchaser, except that TDA agrees that the Contract, as amended, be further amended as follows:
 - a. The words "Subject to the special provisions of Section 18(b)" in the first sentence of Section 2(b) be, and they are hereby deleted and the words "from the date of this Agreement" in the last sentence of Section 2(b) shall be deleted and the words "from the date of this Agreement for Consent to Sale and Transfer of Land Subject to Contract for Sale of Land Subject to Private Development" are substituted in their place.
 - b. Section 2(e) is hereby amended in part by requiring the Seller to deliver the abstract to Purchaser within Ten (10) days from the date hereof and requiring Purchaser and TUDG to notify Seller of any objections to title within Ten (10) days.
 - c. The time for submission of "Construction Plans" set forth in Section 5 is amended to no later than 365 days from June 22, 2015. Seller agrees that it will approve any Construction Plans that are substantially similar to the rendering provided by Purchaser to Seller at its special meeting held on June 22, 2015, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.
 - d. The Contract is amended to delete the words "planned urban park", "urban park/greenspace" and "urban parks" or other words of similar import wherever any such words appear and substitute therefor the word "greenspace."

- e. The first sentence of Section 6(a) is deleted in its entirety and the following substituted in its place:
 - “ The construction of the improvements referred to in Section 5 shall be commenced in any event within 180 days after the submission and approval of the Construction Plans.”
 - f. Sections 18(a) and 18(b) are deleted in their entirety.
 - g. Section 20 (i) shall be revised in its entirety to provide:
 - “ In the case of Purchaser to the address listed in the opening paragraph of this Agreement.”
3. TOSA agrees to, and does hereby, assign and convey to Purchaser all rights, title and interest of TOSA in and to the said Contract, as amended. Upon TDA’s receipt of the replacement Good Faith Deposit from Purchaser in the amount of (\$6,000.00) the Good Faith Deposit previously deposited by TOSA to TDA shall be refunded to TOSA.
 4. The parties to this Agreement agree and acknowledge that Purchaser shall receive title to the South eighty (80) feet of the Property (the “Option Parcel”) subject to the rights of Tulsa Urban Development Group (TUDG) or its assigns to purchase said Option Parcel pursuant to the terms of an existing Contract for Sale of Land for Private Redevelopment between TDA and TUDG dated the 8th day of March, 2012, and further subject to the agreement between TUDG, Hartford Commons, LLC and Greenwood Avenue Partners, LLC memorialized by those certain email messages dated August 5, 2015 and attached hereto as Attachment A. Pursuant to said terms, at Closing of the purchase of the Property, Purchaser shall, execute a written option and right of first refusal in favor of TUDG or its assigns to purchase the Option Parcel from Purchaser at a purchase price of \$32,000.00 to be paid by TUDG to Purchaser. TUDG shall retain any easement rights in the Property that have previously been approved by TOSA and granted to TUDG by TDA.
 5. TDA shall sell and convey title to the Property directly to Purchaser pursuant to the terms of the Contract between TDA and TOSA, as amended, and subject to the provisions of Paragraph 4 above. The sale price under the Contract, as amended hereby, is One Hundred Twenty Thousand Dollars (\$120,000.00), for the Property, which shall be paid by Purchaser at Closing.
 6. The parties acknowledge and agree that the time period for inspection of subsurface condition of the Property has expired and TDA shall sell the Property to Purchaser on an “AS IS” basis. Purchaser agrees to assume and be responsible for any remediation, environmental or otherwise, that may be desired or required and payment of all costs thereof.

7. Hartford agrees to, and does hereby, release, relinquish and terminate any and all rights to purchase any portion of the Property upon failure of Hartford to purchase the Property. Hartford and TDA agree and acknowledge that any terms of the Redevelopment Contract between TDA and Hartford granting any such rights or options to Hartford shall be null and void. Hartford shall retain any easement rights in the property that have previously been approved by TOSA and granted by TDA. It shall not be a violation of this Agreement for Purchaser to assign or transfer the Property to an affiliate of Purchaser, Hartford, Jay Helm or Steve Ganzkow.
8. TDA shall prepare and file of record in the office of the Tulsa County Clerk a Caveat and Notice to the Public which shall give notice to the public of the existence of the Contract, as amended and assigned, between TDA and Purchaser and the terms and conditions contained therein to which title to the Property shall remain subject until issuance of a Certificate of Completion by TDA.

IN WITNESS WHEREOF, the TDA, TOSA, Hartford, TUDG and Purchaser have caused this Agreement to be duly executed in their respective names on or as of the day and year first above written.

TULSA DEVELOPMENT AUTHORITY

By: _____
Roy Peters, Jr., Chairman

“TDA”

Date: _____

APPROVED:

Jot Hartley, General Counsel
Tulsa Development Authority

TULSA OPEN SPACE ALLIANCE, INC.

By: _____
Bruce G. Bolzle, Chairman

“TOSA”

**TULSA URBAN DEVELOPMENT GROUP, LLC,
D/B/A URBAN8,**

By: _____
Yvonne Hovell, Manager

“TUDG”:

**HARTFORD COMMONS LLC,
By: AMERICAN RESIDENTIAL GROUP, LTD.,** an
Oklahoma corporation, its Manager

By: _____
NAME: Jay L. Helm
TITLE: President

“Hartford”

GREENWOOD AVENUE PARTNERS LLC

By: AMERICAN RESIDENTIAL GROUP, LTD., an
Oklahoma corporation, its Manager

By: _____
NAME: Jay L. Helm
TITLE: President

“Purchaser”

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF TULSA ss:

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of September, 2015 personally appeared Yvonne Hovell, to me known to be the identical person who signed the name of **TULSA URBAN DEVELOPMENT GROUP, LLC, D/B/A URBAN8, an Oklahoma limited liability company** to the within and foregoing instrument as its Manager and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

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

Notary Public

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF TULSA, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of September, 2015 , personally appeared Jay L. Helm, to me known to be the identical person who signed the name of **AMERICAN RESIDENTIAL GROUP, LTD,** an Oklahoma corporation to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation as the Manager of **HARTFORD COMMONS, LLC,** an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

Notary Public

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF TULSA, ss:

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of September, 2015, personally appeared Jay L. Helm, to me known to be the identical person who signed the name of **AMERICAN RESIDENTIAL GROUP, LTD**, an Oklahoma corporation to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation as the Manager of **GREENWOOD AVENUE PARTNERS, LLC**, an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

Notary Public