

---

**TULSA DEVELOPMENT AUTHORITY  
STAFF REPORT**

**MEETING DATE:** March 3, 2016  
**TO:** CHAIRMAN & BOARD MEMBERS  
**FROM:** OFFICE OF TULSA DEVELOPMENT  
AUTHORITY  
**SUBJECT:** REQUEST TO TERMINATE A  
REDEVELOPMENT AGREEMENT WITH DG  
TUL MLK, LLC, FORMERLY THE PETROUS  
GROUP, LLC, FOR TDA OWNED  
PROPERTY  
**LOCATION:** EAST OF MARTIN LUTHER KING JR.  
BLVD., BETWEEN EAST QUEEN STREET  
AND EAST READING STREET, TULSA,  
OKLAHOMA

---

**Background:** **Owner:** Tulsa Development Authority  
**Developer:** The Petrous Group, a/k/a  
DG TUL MLK, LLC, a/k/a  
NAI Petrous  
**Engineer:** AAB Engineering, LLC  
**Location:** East of Martin Luther King Jr. Blvd., between East  
Queen Street and East Reading Street, Tulsa,  
Oklahoma  
**Size of Tract:** 1.1 Acres  
**Number of Lots:** 5 Lots  
**Development Area:** Dunbar Neighborhood  
**Fair Market Value:** N/A  
**Executive Director:** O.C. Walker

**Relevant Info:** On May 14, 2015, the TDA Board of Commissioners reviewed and approved Resolution No. 6095, authorizing a Redevelopment Agreement with the Petrous Group for TDA owned property located East of Martin Luther King Jr. Blvd., between East Queen Street and East Reading Street, Tulsa, Oklahoma. The Redeveloper was unsuccessful seeking an amendment to the comprehensive plan (PLANiTULSA) and the rezoning process to allow a retail commercial store to be located on it. As a result of not being able to obtain the necessary approvals and pursuant to Section 4(b) of the Redevelopment Agreement, the Buyer has the right to give notice of its election Not to purchase the land and termination of the contract. The Buyer has requested to terminate the Agreement and a refund of the Good Faith deposit in the amount of \$2,650.00.

**Attachments:** Letter from DG TUK MLK, LLC dated February 24, 2016

**Recommendation:** Staff recommends this item be approved to terminate the Agreement and TDA retain the Good Faith Deposit as and for liquidated damages.

**Reviewed By:** O.C. Walker

February 24, 2016

O. C. Walker, II, Executive Director  
Tulsa Development Authority  
1216 N. Lansing Ave., Suite A  
Tulsa, OK 74106

RE: TDA to DG TUL MLK, LLC  
Termination of Contract

Dear Mr. Walker:

Pursuant to Section 4(b) of that certain Contract for Sale of Land for Private Redevelopment dated July 9<sup>th</sup>, 2015 ("Contract") between Tulsa Development Authority ("TDA") and DG TUL MLK, LLC ("Buyer"), Buyer here by gives the TDA Notice of its election NOT to purchase the land and to terminate the Contract. Buyer hereby requests return of its Good Faith Deposit in the amount of \$2,650.00 as provided in Section 3(a) and Section 3(d).

Thank you and the other TDA Members for their kind consideration and hard work. Please feel free to contact me with any additional questions you may have.

Sincerely,



Mark Helmer  
Manager

cc: Jot Hartley, General Counsel  
The Hartley Law Firm  
201 W. 5<sup>th</sup> Street, Ste 501  
Tulsa, OK 74103