

DISPOSITION AND DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NORMAN, OKLAHOMA
a municipal corporation

AND

MILESTONE PROPERTY DEVELOPMENT, LLC,
an Oklahoma limited liability company

DATED: NOVEMBER __, 2023

DISPOSITION AND DEVELOPMENT AGREEMENT
(Crimson Flats)

This DISPOSITION AND DEVELOPMENT AGREEMENT (this “Agreement”) is made on or as of the ____ day of November, 2023 (the “Effective Date”), by and between the CITY OF NORMAN, OKLAHOMA, a municipal corporation (“City”), and Milestone Property Development, LLC, an Oklahoma limited liability company (“Developer”). The City and Developer are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The City has received a federal allocation of Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) provided under the American Rescue Plan Act of 2021 (“ARPA”), and said allocation is intended to provide support to the City in responding to and containing the impact of the COVID-19 public health emergency on the City’s communities, residents, and businesses.

B. The City Council of the City of Norman (“City Council”) has identified the existence of a shortage of affordable housing in its community and has designated the use of a portion of the City’s SLFRF program funds, in the amount of \$6.4 million, to acquire certain real property in Norman and support the construction and development of an affordable housing development on that property.

C. The City previously acquired, utilizing the City’s SLFRF program funds, a certain 4.96-acre tract of real property located generally at the northeast corner of Imhoff Road and Oakhurst Road (“Property”), which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

D. The City previously issued a request for proposals (“RFP”) seeking an experienced low-income housing tax credit developer to design, construct, finance, own, and manage a new affordable housing project on the Property, to ensure successful completion of the City’s affordable housing goals.

E. A selection committee reviewed and evaluated the responses received in response to the RFP, conducted interviews, and recommended the award of the proposal submitted by the Developer.

F. The Developer represented itself, both in its response (“Proposal”) and its interview (“Interview”), as an expert in the field of affordable housing development with skilled professionals willing, able, and capable of timely providing the development and services requested and required by the City in the RFP.

G. Based upon the representations and commitments expressed by the Developer, both in the Proposal and the Interview, the selection committee has recommended the Developer.

H. Developer has proposed to acquire the Property from the City and to design,

construct, finance, own and manage a new 75-unit affordable housing development, comprised of five buildings and related amenities in accordance with the minimum development requirements and criteria set forth in this Agreement.

I. City staff, its legal counsel and Developer have negotiated a term sheet framing the key terms of the parties' respective agreements and obligations.

J. Developer is willing and capable of carrying out the responsibilities contemplated and implied under the term sheet, deems it desirable to enter into agreement with the City, and commits to providing housing for low- and moderate-income individuals and families pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the City and Developer agree as follows:

1. PROPERTY; SCOPE OF PROJECT; CONSIDERATION.

1.1. Property. The Property is comprised of two contiguous lots, generally described as Lot 1 and Lot 2 on Exhibit A attached hereto; however, the Project (defined in Section 1.2) shall be developed as one cohesive affordable housing development. The legal description of the Property described on Exhibit A is subject to adjustment as to exact boundaries, dimensions, and interests and final determination based on the approved final plat, Design Development Documents, surveys, description of exceptions and reservations, requirements of related agreements, and establishment or confirmation of appurtenant easements necessary or appropriate to serve the Project.

1.2. Project. The Developer agrees it shall design, construct, finance, own and manage a new 75-unit affordable housing development, comprised of five buildings and related amenities on the Property that meets all requirements imposed on the Property by the Property's underlying SPUD, all applicable City and Federal requirements, the adopted Master Plan, and in accordance with the minimum development requirements and criteria described below (collectively, the "Project"). The Project consists of all the Property and all improvements thereon as described in the approved Construction Documents including: (a) at least seventy-five (75) living units, subject to the Affordability Requirements described in Section 6 of this Agreement; (b) forty (40) one-bedroom units (each approximately 700 square feet), eleven (11) two-bedroom units (each approximately 950 square feet), and twenty-four (24) three-bedroom units (each approximately 1,150 square feet), ranging from traditional one-bedroom apartments to two-story three-bedroom townhomes; (c) all units shall have in-unit washer and dryer units, a garbage disposal, and dishwasher; (d) each bedroom and living area shall have a combined ceiling fan/light; (e) each building shall include a lobby for tenant mailboxes; (f) a large community outdoor space at the center of the Property, with a playground, gardening areas and green space shall be included; (g) a HERs rating less than or equal to a score of eighty (80) shall be achieved, as evidenced by a report from a Certified Home Energy Rater that conducted a post-construction inspection of the Project; (h) a storm shelter or safe room shall be constructed in accordance with the most recent State of Oklahoma Building Code requirements, which shall accommodate all possible residents

based on the total number of bedrooms; (i) all units constructed at ground level shall incorporate the City's Visitability Program requirements; (j) the final building, site layout, and accessibility shall be substantially consistent with the preliminary site development plan and preliminary plat attached hereto as Exhibit B; (k) the building facades shall be at least 60% brick or stone; the remainder shall be comprised of cement type boards; (l) ten (10) units shall be available for project-based vouchers; and (m) public streetscaping, landscaping, and signage conforming to the requirements of the Master Plan and City Code. To ensure the Project is completed, the City has agreed to provide certain financial assistance to the Developer, in the form of two separate loans from the City's available SLFRF program funds (the "SLFRF Loans"), subject to the terms and conditions of loan agreements between the City and Developer and other loan documents.

1.3. Property Subject to Development. The Developer shall have the exclusive right to construct and develop the Property in accordance with the terms and conditions of this Agreement. The Property is currently owned by the City and shall be conveyed by the City to the Developer in accordance with the terms and conditions set forth in this Agreement. The Property shall be subject to the obligations of this Agreement and the covenants contained in the Declaration of Affordability Requirements described in Section 6 below.

1.4. Sale; Purchase Price. Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City. The Property is comprised of two contiguous lots, described as Lot 1 and Lot 2 on Exhibit A attached hereto. The total purchase price to be paid by the Developer to the City for the Property is Five Hundred Twenty-Five Thousand and No/100 Dollars (\$525,000.00) ("Purchase Price"). The Purchase Price allocation for each Lot is as follows:

Lot 1 Purchase Price: \$245,000

Lot 2 Purchase Price: \$280,000

Additionally, the Developer shall perform or cause to be performed the obligations imposed on it with respect to the development of the Property.

1.5. Relationship of the Parties. The undertaking of this Agreement is a complex process that will require the mutual cooperation of the parties and their timely actions on matters that are appropriate or necessary to implement this Agreement. The Parties will use their best efforts in good faith to perform and assist each other in performing their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the Parties, nor render any Party liable for any of the debts or obligations of any other Party.

2. TITLE REVIEW; INSPECTIONS; CONVEYANCE OF THE PROPERTY.

2.1. Existing Survey. Attached hereto as Exhibit C is a copy of the ALTA/NSPS Survey dated April 28, 2023, prepared by William Sullivan, P.L.S. of Lemke Land Surveying for the City.

2.2. Developer Title and Survey Review. Within ten (10) days of the Effective Date, the City will order a title commitment from the Title Company (defined in Section 2.6 below) for the

issuance of an ALTA Form B Owner's Policy of Title Insurance in a coverage amount as the Developer may request ("Title Policy"), insuring title to the Property with such endorsements as may be requested by Developer, subject to the Permitted Exceptions ("Title Commitment"). The Title Commitment will show the status of title to the Property in accordance with the Title Examination Standards of the Oklahoma Bar Association and will include a copy of each document that is the basis for an exception to coverage in the Title Commitment (collectively, the "Exception Documents"). If desired, Developer may obtain its own survey or an updated survey of the Property, at Developer's cost ("Survey"), provided if the Survey is obtained by Developer for purposes of review under this Section 2.2, such Survey shall be obtained by Developer no later than fifteen (15) days of receipt of the Title Commitment and Exception Documents. If the Survey is thereafter obtained, such delay shall not delay the date by which Developer shall deliver the Title Objections to the City. Within twenty (20) days from Developer's receipt of the Title Commitment and the Exception Documents, and the Survey, if applicable, Developer shall notify the City in writing of any objections the Developer has to any matters appearing or referred to in the Title Commitment or Survey, if applicable ("Title Objections"). Any exceptions or other matters in the Title Commitment or Survey, if applicable, to which the Developer does not object in writing during such 20-day period will be deemed Permitted Title Exceptions to the City's title to the Property, and will be listed as Permitted Title Exceptions to the Deed (defined in Section 2.5). The City will have thirty (30) days from receipt of Developer's Title Objections (the "Response Period") to provide written notice to Developer indicating whether or not the City will cure such objections on or before the Closing Date, provided that the City shall not be required cure to incur more than de minimis expenses to cure the Title Objections. As used herein, the term "de minimis expenses" shall mean \$1,000. If the City fails to so notify Developer within the Response Period that the City will cure such Title Objections on or before the Closing Date or notifies Developer that the City will not cure such Title Objections on or before the Closing Date, Developer shall have the option to either (i) waive any Title Objections and proceed to Closing without reduction of the Purchase Price, or (ii) terminate this Agreement by delivery of a Termination Notice. Developer shall notify the City of its election within five (5) days following the expiration of the Response Period (the "Election Period"). If Developer fails to notify the City within the Election Period of its election of either alternative (i) or (ii), Developer shall be deemed to have elected alternative (i). If the Developer elects to deliver a Termination Notice, then neither party will have any additional liability to or claim against the other by reason of this Agreement except for any indemnities or obligations that expressly survive termination of this Agreement.

2.3. Property Access. The City has previously provided Developer with a copy of the Phase I Environmental Assessment dated February 16, 2023, revised February 23, 2023, prepared by Daphne D. Summers, M.S., of Redbud Environmental, LLC. The City hereby authorizes Developer and Developer's consultants, engineers, contractors, representatives, and agents (collectively, "Developer's Consultants") to enter onto the Property at all times from and after the Effective Date and prior to Closing to examine and perform investigations of the Property, which may include soil tests, environmental and engineering tests related thereto, to request and obtain documents from the City regarding the Property, and to otherwise conduct such due diligence review of the Property as Developer deems appropriate in connection with the anticipated acquisition and development of the Property. If the Developer proposes to make any tests in connection with any environmental report or any other test which involves drilling, boring or other

similar intrusive or invasive action on or under the Property, then the Developer will obtain the City's written consent prior to making any such tests. All investigations and other activities conducted by Developer or Developer's Consultants shall be performed at Developer's sole cost and expense, and Developer shall keep the Property free and clear of any liens which may be asserted against the City or the Property as a result of Developer's activities. Upon receipt, the Developer shall furnish to the City copies of any and all reports, conclusions or analysis including, without limitation, any environmental report, concerning the Property performed by, or on behalf of, the Developer.

2.4. Limitations; Indemnity. The Developer shall exercise due care and prudence in performing inspections of the Property. Developer shall promptly repair all physical damage caused to the Property by Developer or Developer's Consultants to the substantially similar condition that existed immediately prior to said inspection. Such repair obligation shall survive the termination of this Agreement should Developer elect to not proceed to Closing. Developer shall indemnify, defend and hold harmless the City from all claims, liens, actions, suits, proceedings, costs, expenses, damages and other liabilities, including, without implied limitation, reasonable attorneys' fees and litigation expenses incurred by the City arising out of the Developer's exercise of any right to inspect the Property.

2.5. Form of Deed; Other Closing Deliveries. Upon satisfaction of the conditions in Section 3 of this Agreement, the City will convey to the Developer good and marketable title in fee simple to the Property by special warranty deed (whether one or more, the "Deed") in substantially the form attached as Exhibit D to this Agreement. Such conveyance of title will be subject to exceptions to fee simple title to the Property which are listed as exceptions in the Title Commitment, as approved, or waived as a Title Exception by the Developer pursuant to Section 2.2 (the "Permitted Title Exceptions"). On or before the consummation of the purchase and sale of the Property ("Closing"), the City and Developer shall take such actions and deliver to the other such instruments, items, and documents as are necessary to carry out the purposes of this Agreement, including such affidavits, certificates or other documents as may be reasonably required by the Title Company to close the transactions contemplated by this Agreement and for the issuance of the Title Policy to the Developer.

2.6. Time and Place for Delivery of Deed. Provided this Agreement has not been previously terminated, the Closing shall occur on a date designated by the City, but not later than thirty (30) days following the satisfaction of the Conditions Precedent described in Sections 3.3 through 3.16 of this Agreement ("Closing Date"). The City will deliver the Deed and possession of the Property to the Developer on the Closing Date, provided the conditions precedent in Section 3 of this Agreement have been satisfied. The Deed will be delivered at the principal office of the Title Company, and the Developer (or designee) will accept such conveyances. On the Closing Date, Developer shall pay to the City the Purchase Price for the Property. As used herein, "Title Company" means Chicago Title Oklahoma, 3401 N.W. 63rd Street, Suite 300, Oklahoma City, Oklahoma 73116.

2.7. Apportionment of Property Taxes; Other Prorations. The City is a tax-exempt entity so there will be no requirement to apportion ad valorem taxes at Closing. The portion of the current taxes, if any, on the Property on the date of delivery of the Deed to the Developer allocable to the

Property conveyed will be borne by the City. However, the Developer will pay all ad valorem taxes accruing to the Property after the Property is returned to the tax rolls as a result of the contemplated transfer pursuant to this Agreement.

2.8. Recordation of Deed and Declaration of Affordability Requirements; Closing Costs. The Title Company will promptly cause the Deed and immediately thereafter the Declaration of Affordability Requirements, pursuant to Section 6.3 of this Agreement, to be recorded in the land records of Cleveland County, Oklahoma. The Developer will pay: (a) all costs required by law as an incident to recording the Deed, including recording fees and documentary stamp taxes (if any); (b) the costs of obtaining any written commitments obligating the Title Insurer to issue the Title Policy on satisfaction of the requirements set forth in the commitment, including all title examination costs of the Title Company; (c) the premium for the Title Policy; (d) if desired or requested by the Developer, the cost of a survey of the Property; (e) the Title Company's fees for closing the transaction contemplated by this Agreement; and (f) the Developer's accounting, legal and other expenses associated with the transactions contemplated by this Agreement, whether or not such transactions are consummated.

3. OBLIGATIONS OF THE PARTIES.

3.1. Generally. Developer agrees not exercise its right to acquire title to the Property, or any portion thereof, pursuant to the Option Agreements authorized by the City in Section 13 of this Agreement, and the City will have no obligation to convey title to the Property, or any portion thereof, to the Developer, unless and until the obligations in this Section 3 shall have been performed to the City's satisfaction and within the time frames established below. Notwithstanding any other provision of this Section 3, the City will use reasonable efforts to (a) complete each review within thirty (30) days after the receipt of the documents and materials described below, (b) schedule a prompt meeting with the Developer or give prompt written notice of any objections by staff, and (c) issue the City's approval, rejection, or further requirements immediately following any decisive actions taken by the City through its designated boards, commissions, or City Council.

3.2. Construction of Certain Public Improvements. Prior to Closing, the City will have completed, or cause to be completed, a portion of the Project's site work. The City will perform, or cause to be performed: (a) the widening Imhoff Road pursuant to roadway plans and specifications to be prepared by SMC Consulting Engineers, P.C. ("SMC") and approved by the City ("Roadway Plans"); (b) certain waterline improvements and sanitary sewer improvements pursuant to utility plans and specifications prepared by SMC and approved by the City ("Utility Plans"); and (c) certain drainage improvements pursuant to stormwater plans and specifications prepared by SMC and approved by the City ("Stormwater Plans"), collectively, the "Site Work." The Site Work is generally described in the preliminary cost estimate attached hereto as Exhibit E and incorporated herein by reference but will be more specifically detailed and described in the Final Site Work Plans (defined below) approved by the City. All other public and private improvements for the Project shall be constructed by the Developer pursuant to Construction Documents approved by the City. In no event shall the City's cost in performing, or causing to be performed, the Site Work exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00). ("Site Work Cost Limit"). The Site Work Cost Limit shall include the costs incurred by the City

to prepare and finalize the Roadway Plans, Utility Plans, and Stormwater Plans, prepare bid documents and let contracts for the Site Work.

3.3. Submission of Design Development Documents. Not later than ninety (90) days prior to the Commencement Date (defined in Section 4), Developer shall prepare or have prepared Design Development Documents for submission to the City, and the City will review and approve the same under its prescribed practices and procedures. Design Development Documents will consist of drawings and other documents to fix or describe the size and character of the Project to be constructed as to structural, mechanical and electrical systems, materials, colors, and other such essentials as may be determined by the City to be appropriate under its standard plan review procedures.

3.4. Submission of Construction Documents. Not later than sixty (60) days prior to the Commencement Date, Developer shall prepare or have prepared Construction Documents for submission to the City, and the City will have reviewed and approved the same under its prescribed practices and procedures. Construction Documents shall consist of the Design Development Documents, the form of any proposed construction contract between the Developer and its general contractor or construction manager, and the specifications referenced in that contract. The City may approve Construction Documents in sufficient detail to permit fast-track construction.

3.5. Construction Contract(s). Not later than thirty (30) days prior to the Commencement Date, Developer shall provide the City with the construction contract(s) for the work to complete the Project.

3.6. Submission of Evidence of Tax Credit and Equity Financing. Not later than thirty (30) days prior to the Commencement Date, Developer shall submit evidence, satisfactory to the City, that the Developer has the tax credit, equity capital, and any such other financial commitments as may be necessary for the completion of the Project and compliance with the provisions of this Agreement. The Developer will be responsible for any project costs or overruns based on the specific project Sources and Uses submitted in conjunction with the evidence submitted pursuant to this Section.

3.7. Payment and Performance Bonds. Not later than fifteen (15) days prior to the Commencement Date, Developer shall provide the City with the payment and performance bonds of its general contractor or construction manager, in form, substance and amount acceptable to the City (with dual obligee rider to the performance bond in favor of the City) covering any contractors, subcontractors, and materialmen involved or expected to be involved in the construction of the Project, as follows:

Maintenance Bond. A good and sufficient Maintenance Bond shall be required in an amount equal to one hundred percent (100%) of the total amount of the public improvements to be constructed as part of the Project and dedicated to the City, guaranteeing such improvements against defective workmanship and/or materials for a period of one (1) year from and after the time of completion and acceptance by the City of said improvements.

Performance Bond. A good and sufficient Performance Bond shall be required in an amount equal to one hundred percent (100%) of the total amount of improvements to be constructed as part of the Project, guaranteeing execution and completion of the work in accordance with the specifications.

Statutory Bond. A good and sufficient Statutory Bond shall be required in an amount equal to one hundred percent (100%) of the improvements to be constructed as part of the Project, guaranteeing payment in full for all materials and labor used in the construction of the such work..

3.8. Permits. Not later than fifteen (15) days prior to the Commencement Date, Developer shall have obtained all permits and approvals necessary to commence and complete construction of the Project.

3.9. Insurance. Not later than fifteen (15) days prior to the Commencement Date, Developer shall provide the City with certificates of insurance evidencing the policies of insurance required by Exhibit F attached hereto and made a part hereof.

3.10. Lien Perfection and Priority. Not later than fifteen (15) days prior to the Commencement Date, the City shall receive evidence satisfactory to the City that after construction is complete and Tax Exempt Bonds are paid in full, the City's lien on the Property created under the Mortgage and Security Agreement shall be valid, enforceable, and properly perfected.

3.11. Declaration of Affordability Requirements. Not later than the Closing Date, Developer shall have delivered to the Title Company for recording on the Closing Date the original executed Declaration of Affordability Requirements pursuant to Section 6.3 of this Agreement.

3.12. No Material Adverse Change. There shall not have occurred any circumstances or events that (a) would have a material adverse effect upon the validity or enforceability of this Agreement, (b) is or could reasonably be expected to become material and adverse to the business condition or prospects (financial or otherwise), assets, properties, or operations of Developer, (c) could reasonably be expected to materially impair the ability of Developer to fulfill its obligations hereunder, or (d) causes an Event of Default or an event that with the giving of notice or passage of time, or both, would constitute an Event of Default.

3.13. Accuracy of Developer's Representations and Warranties. All of the representations and warranties made by the Developer in this Agreement shall be true and correct as of the date hereof and as of the Closing Date as if made on the Closing Date.

3.14. No Event of Default. Developer shall be in compliance with and shall not be in default of this Agreement.

3.15. Waiver for Qualified Contract. Developer has previously waived its right to request a qualified contract as defined in Section 42 (h)(6)(F) of the Internal Revenue Code. Developer

shall execute such additional documents or instruments as may be necessary or appropriate to support or evidence this waiver.

3.16. Performance by Developer. Developer shall have materially performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Developer on or before the Closing Date.

4. CONSTRUCTION TIMELINES.

Provided that all conditions precedent under this Agreement have been satisfied, construction of the Project shall commence on or before February 28, 2025 (“Commencement Date”), and shall be completed no later than August 31, 2026 (“Completion Date”); and further provided that if the Oklahoma Housing Finance Agency (“OHFA”) does not approve either or both of the Funding Period One applications submitted by or on behalf of Developer, but subsequently approves application(s) for OFHA’s Funding Period Two 2024 Tax Credit Allocation, the Commencement Date will be extended to June 1, 2025 and the Completion Date will be extended to October 31, 2026.

5. SLFRF LOANS.

5.1. Agreement to Lend. In consideration of the promises and performance obligations of the Developer set forth in this Agreement, and subject to the terms and conditions of this Agreement, the City is willing to provide financial assistance to the Developer (or to a newly formed entity formed to develop the Project and submit an application to OHFA (“Applicant”)) for an allocation of 9% low-income housing tax credits and 4% LIHTC/tax-exempt bond financing to support the construction of the Project (“LIHTC Applications”) in the form of two contemporaneous non-amortizing loans from the City’s SLFRF program funds, one for the 9% LIHTC portion of the Project to be constructed on Lot 2 (as described on Exhibit A), the other for the 4% LIHTC/tax-exempt bond financing portion of the Project to be constructed on Lot 1 (as described on Exhibit A), for an aggregate loan amount of Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00) (“SLFRF Loans”). The actual amount of each of the SLFRF Loans will be mutually agreed upon by the parties and finalized prior to the Applicant’s submission of the LIHTC Applications. The agreed upon amount of each of the SLFRF Loans will be reflected in the SLFRF Loan Documents (defined below). The SLFRF Loan proceeds will be available during construction of the Project. The SLFRF Loans shall be repaid to the City in the event the Project becomes non-compliant, including if the Project ceases to satisfy the Affordability Requirements (defined in Section 6.2 below), the requirements to be a qualified low-income housing project (as defined in section 42(g) of the Internal Revenue Code) or a qualified residential rental project (as defined in section 142 (d) of the Internal Revenue Code), or if the Project fails to comply with any of the requirements of the extended low-income housing commitment that are described in Section 42(h)(6)(B)(i) - (iv) of the Internal Revenue Code.

5.2. Term; Interest. The terms of each SLFRF Loans will be thirty (30) years. The SLFRF Loan shall bear an interest rate of three percent (3%) annum.

5.3. Loan Payments. Developer shall make annual payments in an amount equal to seventy-five percent (75%) of the Net Cash from Operations. The full outstanding principal

balance and any accrued interest shall be due upon the earlier of: (i) any sale or transfer of the Project; or (ii) the maturity date of the Note. “Net Cash from Operations” means the amount equal to all of Developer’s cash receipts (including receivables due and payable but not yet received) plus any reserves that are released, minus the sum of: (1) operating expenses (meaning expenses relating to the operation and administration of the Project, including trade payables, lender fees, repair and maintenance expenses, required deposits into reserve and escrow accounts, salaries, employee benefits, payroll taxes and other payroll-related expenses, property management fees, property taxes, assessments, utility costs, insurance premium payments, and all other Developer obligations or expenditures that become due and payable, but excluding debt service and loans payable from Net Cash from Operations), (2) debt service, and (3) unfunded capital expenditures.

5.4. Additional Terms. Additional terms of the SLFRF Loans will be more fully described in separate loan agreements executed by the City and Developer (“SLFRF Loan Agreements”). Each SLFRF Loan will be secured by a Mortgage and Security Agreement on the Property in favor of the City (the “SLFRF Mortgage”) and each evidenced by a promissory note (the “SLFRF Note”). The City shall have a first priority lien position and security interest in the Project once the Project has been completed and placed in service. The SLFRF Loan Agreements, the SLFRF Notes, and the SLFRF Mortgages, are collectively the “SLFRF Loan Documents”). The SLFRF Loan Documents will be subject to all terms and conditions of this Agreement.

5.5. Conditions Precedent. The City’s willingness to make the SLFRF Loans is subject to: (a) approval by OHFA, on or before May 31, 2024, of Applicant’s financing plans that include annual reservations of Low-income Housing Tax Credits for the Project for both the 9% Application and the 4% Application, in amounts to be determined prior to the submission of the LIHTC Applications; (b) the City’s approval of the Project’s final budgets; (c) completion and execution of all SLFRF Loan documentation containing final terms of the proposed financing satisfactory to the City and its City Council; (d) the achievement of closing on the sale of the Property on the terms and conditions set forth in the this Agreement; and (e) the achievement of financial closing for the Project on terms and conditions set forth in the Applications or as otherwise agreed.

6. APPLICABLE LAND USE AND AFFORDABILITY REQUIREMENTS.

6.1. Land Use. The use of the Property shall be controlled by applicable zoning.

6.2. Affordability Requirements. At least thirty-five percent (35%) of the total number of units shall be affordable for households making 50% or less of the median family income for the area, as calculated and adjusted by the United States Department of Housing and Urban Project (“HUD”), ten (10) of the low-income units shall be available for households at 30% AMI, eighteen (18) of the low-income units shall be available for households at 50% AMI, and forty-seven (47) of the low-income units shall be available for households at 60% AMI (“Affordability Requirements”). The Affordability Requirements shall be maintained for a period of forty (40) years, as measured from the date the Project receives a final unrestricted certificate of occupancy (“Affordability Period”). To ensure compliance with these requirements, the Developer will submit tenant income certifications, project balance sheets, and/or rent roll reports to the City, in the manner required by the City.

6.3. Declaration of Affordability Requirements. A Declaration of Affordability Requirements shall be recorded against the Property concurrently with Closing, making affordability requirements a covenant running with the land. At the end of the Affordability Period, provided that there is not an Event of Default (which default remains uncured after the applicable notice and cure period) under this Agreement, the Loan Agreements, or any other agreement entered into in conjunction with these agreements, the City shall release the Declaration of Affordability Requirements by written instrument in recordable form executed and acknowledged by the City.

7. DEVELOPER REPRESENTATIONS AND WARRANTIES. Developer hereby represents and warrants to City as follows:

7.1. Developer is a limited liability company, duly organized and in good standing under Oklahoma law, with full right, power and authority to enter into this Agreement and to fulfill its obligations hereunder.

7.2. Developer has not received any written notice of, nor to Developer's knowledge is there, any suit, action, arbitration, legal, administrative or other proceeding or inquiry, pending or threatened against or relating to Developer that would affect Developer's ability to perform its obligations under this Agreement.

7.3. Developer is not, and will not be, a person or entity with whom the City is restricted from doing business under any Anti-Terrorism Laws, including, without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

7.4. Financial statements of the Developer heretofore delivered to the City and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Developer on the respective dates thereof. There has been no material adverse change in the financial condition of the Developer since the date of the latest statement furnished.

7.5. Developer has neither filed nor been the subject of any filing or petition under the Federal Bankruptcy Law or any insolvency laws, any laws for composition of indebtedness or for the reorganization of debtors.

7.6. Neither this Agreement nor any statement or document referred to herein or delivered by the Developer pursuant to this Agreement contains any statement which Developer knows to be untrue or omits to state a material fact known to Developer that is necessary to make the statements made herein or therein not misleading.

7.7. When duly executed and delivered by Developer, this Agreement shall constitute the legal, valid and binding obligations of Developer in accordance with its terms.

All representations and warranties made by the Developer herein shall survive the closing on the SLFRF Loan Documents and shall continue until such time as the SLFRF Loans (including principal, interest and costs) is paid in full and released by the City. From and after the Effective

Date, Developer shall indemnify and hold the City, its officers, council members, employees, representatives and agents harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses (collectively, "Losses"), arising out of, or in any way relating to a Developer's representation and warranty being untrue or inaccurate

8. TRANSFER RESTRICTIONS.

8.1. The qualifications of the Developer are of particular importance to the City. It is because of the qualifications and identity of the Developer, and the management thereof, that the City has entered into this Agreement with the Developer. Therefore, the Developer represents and agrees for itself, its successors and assigns, that except as permitted in the SLFRF Loan Documents, this Section 8.1 and/or by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Project, or any part thereof, to perform its obligations with respect to the construction or operation of the Project under this Agreement, the Developer is prohibited from transferring the Project or any part thereof or interest therein, to another entity which would give such entity "control" of the Property (excluding ordinary course leasing, development easements, or other routine operational grants), without obtaining the prior written approval of the City. Any transfer of the Project approved by the City will require the Developer to assign and the transferee to assume all relevant Project documents, including but not limited to the SLFRF Loan Documents. Notwithstanding the foregoing or anything to the contrary in the SLFRF Loan Documents, City approval shall not be required for, and any transfer restrictions described herein shall not apply to, transfers within or among the ownership structure of the tax credit investor, special limited partner or general partner of the Developer, and/or a transfer of any limited partner interest owned by tax credit investor.

8.2. The City will be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that: (i) the Developer will provide adequate assurances that the transferee has the capacity to carry out the Affordability Requirements; (ii) the transfer will provide for the continued imposition of the Affordability Requirements for the remainder of the Affordability Period; and (iii) any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the Cleveland County land records, will, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations on the Developer under this Agreement and agreed to be subject to all of the conditions and restrictions to which the Developer is subject.

8.3. Any permitted transfer will include a release and shall relieve the Developer, or any other party bound in any way by this Agreement or any assignment thereof, from any obligations imposed by this Agreement.

8.4. Notwithstanding anything to the contrary contained herein, the Developer will be free to transfer the Property or any part thereof and interests in the Developer, without the prior written consent of the City, after the conclusion of the Affordability Period.

9. COMPLIANCE WITH LAWS; INDEMNIFICATION.

9.1. Local, State, and Federal Laws. Developer, its successors and assigns, and their respective employees, occupants, operators, lessees, sublessees, contractors, subcontractors, and agents shall carry out the provisions of this Agreement and operate the Project in conformity with all applicable local, state and federal Laws (hereafter defined). By way of illustration and not limitation, such compliance includes, without limitation, Developer's obligation, at its expense, to take Remedial Action (hereafter defined) as and when required by Law (in accordance with applicable Law and this Agreement) and to pay all fines, penalties, interest and other costs imposed by any Governmental Authority (hereafter defined) in connection with any violation or requirement of Law.

The following terms, as used in this Agreement and in all amendments thereto (unless otherwise specified or unless the context otherwise requires), shall have the meanings and/or be construed, as the case may be, as set forth below:

(a) "Laws" means any present or future law, statute, ordinance, regulation, code, judgment, injunction, arbitral award, order, rule, directive, proclamation, decree, common law or other requirements of any Governmental Authority

(b) "Environmental Laws" shall include all Laws (i) relating to the protection of the environment, human health, animal health, or natural resources; (ii) regulating, controlling or imposing liability or standards of conduct concerning Hazardous Substances; (iii) relating to any Remedial Action; or (iv) requiring notification or disclosure of Releases of Hazardous Substances or of the existence of any environmental conditions on or at the Property, or arising from the operations of the Project, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

(c) "Governmental Authority" means any federal, state, or local governmental authority, quasi-governmental authority, instrumentality, court, government, or self-regulatory organization, board, bureau, commission, tribunal, or any regulatory, administrative, or other agency, or any political or other subdivision, department, or branch of any of the foregoing, whether judicial or quasi-judicial, and any other public or quasi-public authority or group, having jurisdiction over the Property, any use or condition of the Project or the Property, or over the Developer, its occupants, operators, lessees, sublessees, contractors, subcontractors, and invitees.

(d) "Remedial Action" shall include the investigation, response, clean up, remediation, prevention, mitigation, removal of contamination, environmental degradation or damage caused by, related to or arising from the existence, generation, use, handling, treatment, storage, transportation, disposal, discharge, Release (including a continuous Release) or emission of any Hazardous Substance, including the investigation, removal or closure of any underground storage tanks and any soil or groundwater investigation, remediation or other action required under or necessary to comply with any Environmental Laws.

(e) "Hazardous Substances" shall include any and all substances, materials, chemicals and/or wastes which now or hereafter are classified or considered to be hazardous or toxic, or that

are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity under any Environmental Law applicable to the Property, and shall also include (i) gasoline, diesel fuel, and other petroleum hydrocarbons; (ii) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (iii) polychlorinated biphenyls; (iv) radon gas; (v) flammable liquids and explosives; (vi) any material, substance or waste defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); (vii) any material, substance or waste defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.); (viii) any petroleum product; and (ix) any material, substance or waste defined as a “regulated substance” pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. §6991, et seq.).

(f) “Release” shall include the release or threatened release of any Hazardous Substances into or upon or under any land, water or air, or otherwise into the environment (including the air, soil, surface water, groundwater, sewer, septic system, or waste treatment, storage, or disposal systems), of any kind whatsoever, including, but not limited to, the abandonment or discarding of barrels, containers, tanks or other receptacles containing or previously containing a Hazardous Substance, and by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, powering, escaping, emptying, placement and the like.

9.2 Indemnification. Developer shall defend, indemnify, assume all responsibility for, and hold the City, its council members, directors, officers, managers, employees, representatives and agents harmless from, all costs (including reasonable attorney’s fees and costs), claims, demands, loss, damage, liabilities and judgments of any kind whatsoever (except those which have arisen from the willful misconduct or negligence of the City) for injury or damage to property and injuries to persons, including death, to the extent determined to be caused directly or indirectly, if injury is materially and substantially caused by the actions or inactions of the Developer, by any of the Developer’s activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly contracted with or employed by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any liabilities arising from the generation, storage, treatment, use, disposal, discharge, release, manufacture, presence, emission, abatement, transportation, repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, “CERCLA”), and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer’s activities under this Agreement, but excludes Developer’s liability for any condition of the Property that existed prior to conveyance of the Property by the City to the Developer. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City from liability. Such indemnification shall survive the execution of this Agreement.

10. RIGHTS OF ACCESS TO PROPERTY. The following provisions of this Section 10 shall apply after Closing on the Property:

10.1. The City reserves for itself and any public utility company, as appropriate, an unqualified right to enter on the Property at all reasonable times for reconstructing, repairing, maintaining, and servicing public utilities within the Property, provided that such entrance and work will not unreasonably interfere with Property operations, construction, management or tenant's use and enjoyment of the Property.

10.2. The Developer shall not construct any building, structure, or improvement on, over, or within boundary lines of public utility easement unless provided for in such easement or the City issues prior written approval.

10.3. Developer shall permit City or City's representatives access to the Property at all reasonable times, upon reasonable prior notice, for purposes of carrying out this Agreement (including inspections), but without unreasonable interference with construction, management, operations or tenant's use and enjoyment of the Property.

11. EVENT OF DEFAULT/REMEDIES.

11.1. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party or any successor to such Party, such Party (or successor) must, upon written notice from 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. Provided, however, that if any such Event of Default or breach is by the Developer and is incapable of being cured in such 30-day period and the Developer is diligently pursuing the cure of such breach or default, the time for curing the same will be extended at the reasonable discretion of the City. In the event 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 institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

11.2. Termination by City Prior to Conveyance. In the event that, prior to the conveyance of the Property to the Developer, the Developer fails to perform any of the material covenants or obligations required of the Developer under this Agreement, and, if any such default or failure is not cured within thirty (30) days after the date of written demand by the City (provided, however, that if any such default or failure is incapable of being cured in such thirty (30)day period and the Developer is diligently pursuing the cure of such default or failure, the time for curing the same will be extended at the discretion of the City); then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property may, at the option of the City, be terminated by the City, in which event, neither the Developer (or assignee or transferee) nor the City will have any further rights against or liability to the other under this Agreement.

11.3. Rights and Remedies Cumulative; No Waiver by Delay. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, will be cumulative, and the exercise by either Party of any one or more of such remedies will not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligations under this Agreement will be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the Party.

11.4. Party in Position of Surety with Respect to Obligations. The Developer for itself and its successors and assigns, and for all other persons who are or who will become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

12. MISCELLANEOUS.

12.1. Notices. A notice, demand, or other communication 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, or nationally recognized overnight courier, or delivered personally, and:

- (a) in the case of the Developer, is addressed (or delivered personally) to the Developer in care of:

Milestone Property Development, LLC
398060 W 2200 Road
Bartlesville, OK 74006
Attn: Thomas A. Gorman

- (b) in the case of the City, is addressed (or delivered personally) to the City at:

City of Norman
201 W. Gray
Norman, OK 73069
Attn: City Attorney

With a copy to: Center for Economic Development Law
301 N. Harvey Ave., Suite 200
Oklahoma City, OK 73102
Attn: Jeff Sabin and Lisa Harden

Notices given by counsel for the Developer shall be deemed given by Developer and notices given by counsel for the City shall be deemed given by the City. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication.

12.2. Entire Agreement; Amendments. Except as otherwise referenced, 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 may not be changed orally, but only by an agreement in writing and signed by the Parties.

12.3. Time 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.

12.4. Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

12.5. Relationship of the Parties. The undertaking of this Agreement is a complex process which will require the mutual agreement of the Parties and their timely actions on matters appropriate or necessary to implementation. The Parties hereto shall use commercially reasonable efforts to perform their respective obligations in accordance with this Agreement. 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.

12.6. Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The representations, warranties, covenants and undertakings of the Parties set forth in this Agreement shall survive the execution and delivery of this Agreement and continue in full force and effect until the later of (a) the date on which this Agreement has been fully performed in accordance with its terms and (b) the Affordability Period.

12.7. Headings. The section headings and captions in this Agreement are for convenience and reference only and shall not be deemed a part of or affect the interpretation of this Agreement.

12.8. Gender; Plural; Singular. A reference in this Agreement to any gender, whether masculine, feminine or neuter, shall be deemed a reference to the others, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires.

12.9. Partial Invalidity. If for any reason any paragraph or provision of this Agreement or the application thereof to any person, entity or circumstance shall be held to any extent to be invalid, unenforceable or contrary to any existing or future laws, then the remainder of this

Agreement or the application of such paragraph or provision to persons, entities or circumstances other than those with respect to which it has been held invalid or unenforceable shall not be affected thereby and each paragraph and provision shall be valid and enforced to the fullest extent permitted by law.

12.10. Force Majeure. For the purpose of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the Project, in the event of a forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal government, acts of the other party, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, but shall not include delays attributable to financial difficulties of such Party; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations described in this Agreement shall be extended for the period of the forced delay, as reasonably determined by the City; provided, that the party seeking the benefit of the provisions of this subsection shall, within ten (10) days after the beginning of such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the forced delay.

12.11. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought in the Cleveland County District Court or the United States District Court for the Western District of Oklahoma, as applicable, and each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The Parties agree that any party may file a copy of this Section with such court as written evidence of the knowing, voluntary and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum.

12.12. Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance under this Agreement, the prevailing party shall, in addition to any other remedy at law or provided herein, be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

12.13. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. For purposes of this Agreement, a telecopy or scan of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Agreement by telecopier or email shall also deliver an original executed counterpart of this

Agreement, but the failure to deliver an original executed counterpart shall not affect the validity of this Agreement.

12.14. Incorporation of Recitals. The recitals to this Disposition and Development Agreement are integral parts of, and by this reference are hereby incorporated into, this Agreement.

12.15. Incorporation of Exhibits. All Exhibits identified in this Disposition and Development Agreement as exhibits to this Agreement are hereby incorporated into this Agreement and made integral parts of it.

13. OPTION TO PURCHASE. Solely for purposes of documenting site control and to ensure compliance with the regulations and requirements of the Oklahoma Housing Finance Agency (“OHFA”) regarding Developer’s application for federal and state tax credits to be allocated to the Project pursuant to Section 42 of the Internal Revenue Code and the Qualified Allocation Plan promulgated by OHFA, the City and Developer are authorized to execute an Option Agreement granting Developer the exclusive option to purchase each Lot comprising the Property (“Option”), in form attached hereto as Exhibit G and Exhibit H. Developer agrees it shall not exercise one Option without exercising both Options and shall comply with the terms of this Agreement in connection with exercising such Options. The City shall have no obligation to convey fee simple title to the Property to the Developer if the terms and conditions of this Agreement are not satisfied. While the terms of the Option Agreements and this Agreement are intended by the Parties to be consistent with one another, in the event of any inconsistency between the terms of this Agreement and the Option Agreements, the terms, covenants, conditions and obligations of the parties described in this Agreement shall control.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Developer has caused this Disposition and Development Agreement to be duly executed as of the Effective Date.

Developer: Milestone Property Development, LLC,
an Oklahoma limited liability company

By: [Signature]
Thomas A. Gorman, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF Washington) ss.
)

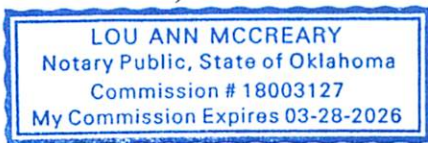
Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of November, 2023, personally appeared Thomas A. Gorman, Manager of Milestone Property Development, LLC, an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

[Signature]
Notary Public

My Commission Expires: 03-28-2026
My Commission Number: 18003127

(SEAL OR STAMP)



IN WITNESS WHEREOF, the City has caused this this Disposition and Development Agreement to be duly executed as of the Effective Date.

City: CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: _____
Mayor

Attest:

City Clerk

Reviewed as to form and legality this ____ day of _____, 2023.

City Attorney

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2023, personally appeared _____, to me known to be the identical person who executed the foregoing instrument as the Mayor of the City of Norman, Oklahoma, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the City of Norman, Oklahoma, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

(STAMP OR SEAL)

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

Subject to adjustment and finalization as described in Section 1.1 of the Development Agreement, the Property is comprised of two contiguous lots described as follows:

Lot 1:

A tract of land lying in the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; THENCE South 88°50'06" West along the South line of said SE/4 a distance of 1321.04 feet; THENCE North 01°09'54" West a distance of 50.00 feet to the POINT OF BEGINNING;
THENCE North 45°05'45" West a distance of 33.84 feet;
THENCE North 00°00'00" West a distance of 402.54 feet;
THENCE North 90°00'00" East a distance of 50.00 feet;
THENCE South 00°00'00" East a distance of 99.19 feet;
THENCE North 89°54'50" East a distance of 180.78 feet;
THENCE South 00°10'21" East a distance of 90.62 feet;
THENCE North 89°54'50" East a distance of 60.01 feet;
THENCE South 00°10'26" East a distance of 231.54 feet;
THENCE South 88°50'06" West a distance of 267.85 feet to the POINT OF BEGINNING.
AND

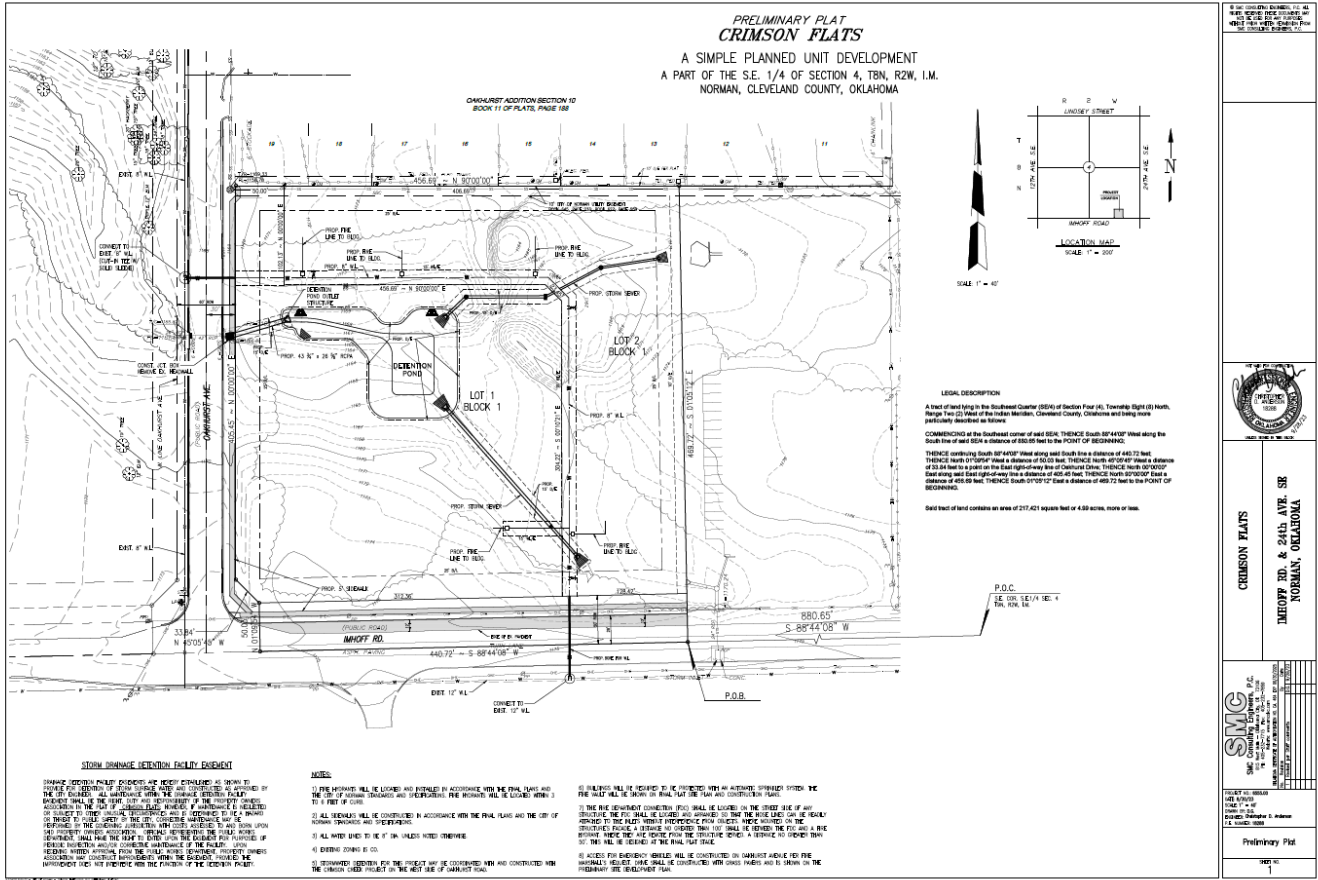
Lot 2:

A tract of land lying in the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; THENCE South 88°50'06" West along the South line of said SE/4 a distance of 882.21 feet; THENCE North 01°05'28" West a distance of 50.00 feet to the POINT OF BEGINNING;
THENCE South 88°50'06" West a distance of 172.87 feet;
THENCE North 00°10'26" West a distance of 231.54 feet;
THENCE South 89°54'50" West a distance of 60.01 feet;
THENCE North 00°10'21" West a distance of 90.62 feet;
THENCE South 89°54'50" West a distance of 180.78 feet;
THENCE North 00°00'00" West a distance of 99.19 feet;
THENCE North 90°00'00" East a distance of 406.65 feet;
THENCE South 01°05'28" East a distance of 417.55 feet to the POINT OF BEGINNING.

EXHIBIT B

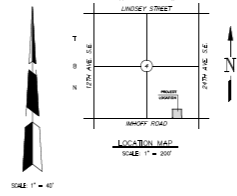
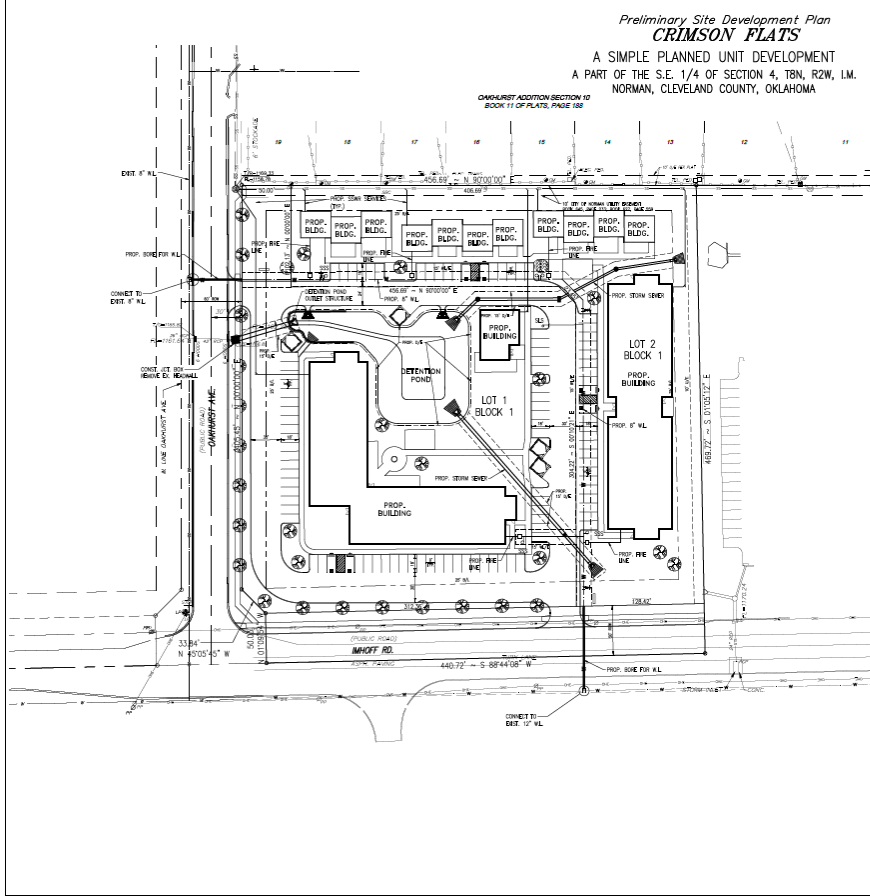
PRELIMINARY SITE DEVELOPMENT PLAN AND PRELIMINARY PLAT



Preliminary Site Development Plan
CRIMSON FLATS

A SIMPLE PLANNED UNIT DEVELOPMENT
 A PART OF THE S.E. 1/4 OF SECTION 4, T8N, R2W, L.M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA

CONVEYANCE ADDITION SECTION TO
 BOOK 11 OF PLATS, PAGE 188



NOTES:

1. THE SITEWORK SHALL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
2. ALL UTILITY LINES SHOWN ARE PRIVATE AND WILL BE AT THE UNLESS NOTED OTHERWISE.
3. ALL UTILITIES SHALL BE 1' UNLESS OTHERWISE NOTED.
4. ALL NEW UTILITIES SHALL BE 1' UNLESS OTHERWISE NOTED.
5. THE FIRE DEPARTMENT CONNECTION POINT SHALL BE LOCATED ON THE STREET SIDE OF AND OPPOSITE THE FIRE SHALL BE LOCATED AND MARKED TO THE INTERSECTION OF THE STREET. THE FIRE SHALL BE LOCATED TO THE INTERSECTION OF THE STREET. THE FIRE SHALL BE LOCATED TO THE INTERSECTION OF THE STREET. THE FIRE SHALL BE LOCATED TO THE INTERSECTION OF THE STREET.
6. THE FIRE DEPARTMENT CONNECTION POINT SHALL BE LOCATED ON THE STREET SIDE OF AND OPPOSITE THE FIRE SHALL BE LOCATED AND MARKED TO THE INTERSECTION OF THE STREET. THE FIRE SHALL BE LOCATED TO THE INTERSECTION OF THE STREET. THE FIRE SHALL BE LOCATED TO THE INTERSECTION OF THE STREET.
7. BUILDING SHALL BE REQUIRED TO BE PROTECTED WITH AN APPROVED SPRINKLER SYSTEM. THE FIRE SHALL BE LOCATED ON THE STREET SIDE OF AND OPPOSITE THE FIRE SHALL BE LOCATED AND MARKED TO THE INTERSECTION OF THE STREET.

STORM DRAINAGE DETENTION FACILITY REQUIREMENT

STORM DRAINAGE DETENTION FACILITY REQUIREMENT: THE DETENTION FACILITY SHALL BE DESIGNED AND CONSTRUCTED TO STORE AND DETOUR THE EXCESS FLOW FROM THE DEVELOPMENT TO THE EXISTING STORM DRAINAGE SYSTEM. THE DETENTION FACILITY SHALL BE DESIGNED TO STORE AND DETOUR THE EXCESS FLOW FROM THE DEVELOPMENT TO THE EXISTING STORM DRAINAGE SYSTEM. THE DETENTION FACILITY SHALL BE DESIGNED TO STORE AND DETOUR THE EXCESS FLOW FROM THE DEVELOPMENT TO THE EXISTING STORM DRAINAGE SYSTEM.

5-10-2018 10:00 AM
 11-10-2018 10:00 AM
 11-10-2018 10:00 AM

CRIMSON FLATS
 2443 AVENUE SE
 NORMAN, OKLAHOMA

SMC
 SMC Consulting Engineers, P.C.
 1100 N. W. 10th Street, Suite 100
 Norman, Oklahoma 73061
 Phone: 405.894.1100
 Fax: 405.894.1101
 Email: info@smc-engineers.com

PROJECT NO. 18001
 DATE: 11-10-2018
 DRAWING NO. 18001-01
 PREPARED BY: S. Wilson
 CHECKED BY: S. Wilson

Preliminary Site Development Plan
 SHEET NO. 1

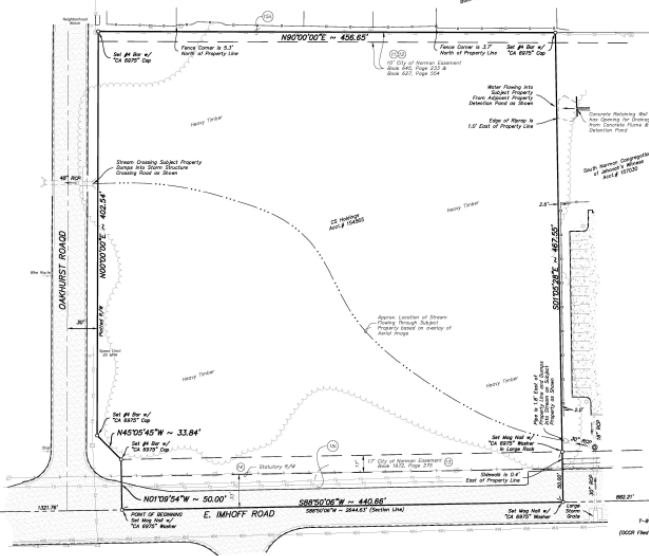
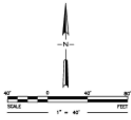
EXHIBIT C

SURVEY

ALTA/NSPS LAND TITLE SURVEY FOR OAKHURST TRACT NORMAN, CLEVELAND COUNTY, OKLAHOMA

TOPOGRAPHIC LEGEND

- FOUR FEET
- TELEPHONE CROSS
- GAS METER
- STORM DRAIN MANHOLE
- SOIL
- MONUMENT FOUND
- MONUMENT SET
- STOCKADE FENCE
- OVERHEAD ELECTRIC LINE
- STORM DRAIN LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND FIBER OPTIC LINE
- CLUB AND GUTTER
- CONCRETE
- ASPHALT



UTILITY WARNING:
The underground utilities shown have been located from records or field locations by the operator. The operator makes no guarantee that the underground utilities shown conform to any utility in the area or are in service or abandoned. The operator further does not warrant that the underground utilities shown are in the exact location indicated although the operator does certify that they are located as accurately as possible from the information available. The operator has no physical access to the underground utilities.

Utility elevations and sizes may have been measured under adverse field conditions. Upon receiving the utility elevations and line sizes should be verified by the contractor prior to construction. Contractor should verify critical elevations with the benchmarks provided by the engineer or together. Any discrepancies should be immediately brought to the engineer's and surveyor's attention.

Case OKL 06-000194



SURVEYOR'S NOTES

- The subject property does not have an assigned address according to the Cleveland County Assessor's Office.
- The subject property does not lie within a designated flood hazard zone (Zone A or Zone B or other flood hazard) according to FEMA flood insurance rate map Panel 40077C (0208), effective date - 5/29/2008.
- The subject tract contains a gross area of 4.86 acres.
- The subject tract is currently zoned R20 (Planned Unit Development) according to the City of Norman's Interactive Map. Refer to regulations for specific details.
- There were no substantial improvements observed on subject property at the time of the survey.
- No evidence of recent earth moving work, building construction, or building additions observed at the time of the survey.
- Issuing a new Title Policy or a re-issuance of an existing policy which references this map and survey without the benefit of an update of a total survey by Lemke Land Surveying, LLC shall terminate any liability expressed or implied herein.

SCHEDULE B-II

- The following items refer to Chicago Title Insurance Co.
File No. 2021022500
Effective Date March 20, 2023 at 7:30 AM
1-8 NOT SURVEY MATTERS
1. Book and Registration for the Central Oklahoma Master Community District recorded in Book 1537, Page 303 and Book 1599, Page 25. Affect of Central Master Community District. Community District recorded in Book 1591, Page 1409. Affects Subject Property. Refer to instrument for details.
 2. Easement in favor of Southwestern Bell Telephone Company recorded in Book 1532, Page 812. Does Not Affect Subject Property.
 3. Easement in favor of the City of Norman recorded in Book 645, Page 233. Affects Subject Property as shown.
 4. Easement in favor of the City of Norman recorded in Book 627, Page 559. Affects Subject Property as shown.
 5. Easement in favor of the City of Norman recorded in Book 1972, Page 275. Affects Subject Property and is shown herein.
 6. Statutory Homestead Easement in favor of the State of Oklahoma across as Section line. Affects Subject Property and is shown herein.
 7. The following matters shown on preliminary survey dated April 26, 2023, last revised April 17, 2023, prepared under Project No. 04100412 by William Sulliman, Licensed Professional Land Surveyor No. 1571 for Lemke Land Surveying.
 - A. Underground fiber optic line and overhead electric line on the South side of the subject property, as shown on the map.
 - B. Sewer Line on the North without the benefit of an easement - Falls within Easement(s) as shown.

SURVEYOR'S CERTIFICATE

To: Chicago Title Insurance Company
City of Norman

I, WILLIAM SULLIMAN, a Registered Professional Land Surveyor, do hereby certify that the original plat, or a true and correct copy thereof, has been submitted to me for direct supervision, have made a careful survey of a tract of land described as follows:

Legal Description (Commitment):
A part of the Southeast Quarter (SE 1/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:
Beginning at a point on the South line of said Southeast Quarter (SE 1/4), 131.76 feet North 80°00'00" East of the Southwest Corner of said Southeast Quarter (SE 1/4), and a part of beginning, being on the East line of Oakhurst Avenue, Thence North 0°00'00" East a distance of 402.54 feet to the Southwest corner of Lot 78, Block 30 of Oklahoma Addition Section 10, a distance of 676.62 feet;
Thence South 0°00'00" East a distance of 463.08 feet to the South line of said Southeast Quarter (SE 1/4);
Thence South 88°50'00" West on said South line a distance of 665.65 feet to the point of beginning.
EXCEPT the East 230.00 feet of the following described tract:
A part of the Southeast Quarter (SE 1/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:
Beginning at a point on the South line of said Southeast Quarter (SE 1/4), 131.76 feet North 80°00'00" East of the Southwest Corner of said Southeast Quarter (SE 1/4), and a part of beginning, being on the East line of Oakhurst Avenue, Thence North 0°00'00" East a distance of 402.54 feet to the Southwest corner of Lot 78, Block 30 of Oklahoma Addition Section 10, a distance of 676.62 feet;
Thence South 0°00'00" East a distance of 463.08 feet to the South line of said Southeast Quarter (SE 1/4);
Thence South 88°50'00" West on said South line a distance of 665.65 feet to the point of beginning.

LEMKELAND SURVEYING

Surveyor: WILLIAM SULLIMAN
Title: REGISTERED PROFESSIONAL LAND SURVEYOR
No. 1571
Exp. 04/18/2023

Project No. 04100412
Date: 04/18/2023

ALTA/NSPS LAND TITLE SURVEY FOR
OAKHURST TRACT
NORMAN, CLEVELAND COUNTY, OKLAHOMA

2021 M. CIV. N. 73370

Sheet Number 1 of 1

EXHIBIT D

FORM OF DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

EXEMPT DOCUMENTARY STAMP TAX
O.S. Title 68, Article 32, Section 3202, Paragraph 11

(SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the City of Norman, Oklahoma, a municipal corporation (“City”), has received a federal allocation of Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) provided under the American Rescue Plan Act of 2021 (“ARPA”), and said allocation is intended to provide support to the City in responding to and containing the impact of the COVID-19 public health emergency on the City’s communities, residents, and businesses; and

WHEREAS, the City Council of the City of Norman (“City Council”) has identified the existence of a shortage of affordable housing in its community and has designated the use of a portion of the City’s SLFRF program funds, in the amount of \$6.4 million, to acquire certain real property in Norman and support the construction and development of an affordable housing development on that property; and

WHEREAS, the City acquired, utilizing the City’s SLFRF program funds, a certain 4.96-acre tract of real property located generally at the northeast corner of Imhoff Road and Oakhurst Road (“Property”), which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, after a public procurement process, the City selected Milestone Property Development, LLC (“Milestone”), as the best qualified development firm in the field of affordable housing development with skilled professionals willing, able, and capable of timely providing the development and services requested and required by the City in the RFP; and

WHEREAS, the City and Milestone have executed a Disposition and Development Agreement dated _____, 2023 (the “Development Agreement”) whereby Milestone has agreed to design, construct, finance, own and manage a new 75-unit affordable housing development, comprised of five buildings and related amenities in accordance with the minimum development requirements and criteria set forth in the Development Agreement (“Project”); and

WHEREAS, Milestone has formed a single-purpose limited partnership, Crimson Flats, L.P. (“Developer”), for purposes of securing low income housing tax credits, and to develop and own the Project; and

WHEREAS, the City, Milestone, and Developer have executed an Assignment of the

Development Agreement pursuant to which Milestone has assigned all of its right and interest in the Development Agreement and Developer has assumed all obligations thereunder to develop the Project; and

WHEREAS, capitalized terms not defined herein shall have the same meaning as terms defined in the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Developer has agreed to undertake the Project in accordance with the public purposes which the City has expended or pledged SLFRF funding and all provisions and requirements of applicable state and local laws, as referenced in the Development Agreement and ancillary agreements adopted in conjunction therewith and described therein, including but not limited to a stand-alone Declaration of Affordability Requirements (the “Declaration”) imposing certain covenants on the Property, as defined herein, that are to run with the land and are to be recorded concurrently with this Deed.

NOW, THEREFORE, this Deed, made this _____ day of _____, 20_____, by and between the **CITY OF NORMAN, OKLAHOMA**, a municipal corporation (hereinafter referred to as the “Grantor”), and **CRIMSON FLATS, LP**, an Oklahoma limited partnership (hereinafter referred to as the “Grantee”), having an address of 398060 West 2200 Road, Bartlesville, OK 74006-0265.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does, by this Special Warranty Deed, hereby grant, bargain, sell and convey unto the Grantee that certain real property situated in Norman, Cleveland County, Oklahoma, and more particularly described in EXHIBIT A attached hereto together with improvements and fixtures located thereon, and all rights of ways, privileges and appurtenances pertaining thereto (the “Property”); LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals previously reserved or conveyed of record; and SUBJECT TO any and all easements, restrictions, covenants, conditions and reservations of record applicable to the Property conveyed herein or any part thereof (the “Title Exceptions”).

The Grantor hereby warrants title to the Property to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, except for the Title Exceptions, and Grantor will defend the same against the lawful claims of any persons claiming by, through, or under Grantor, but not otherwise.

TO HAVE AND TO HOLD the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee’s successors and assigns, forever.

Provided, however, that this Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the Property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants

numbered FIRST and FIFTH, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees and lessees forever to these covenants and conditions which covenants and conditions are as follows:

FIRST: The Grantee shall devote the Property hereby conveyed only to the uses permitted by the Declaration and applicable zoning.

SECOND: The Grantee shall pay real estate taxes or assessments on the Property hereby conveyed or any part thereof when due and, until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee pursuant to the Development Agreement have been completed, the Grantee shall not place thereon any encumbrance or lien on the Property other than liens securing the construction and permanent financing of the improvements to be construed on the Property pursuant to the construction plans approved by the Grantor and for additional funds, if any, in an amount not to exceed the consideration specified in the Development Agreement (hereinafter referred to as the "Approved Financing"), and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee pursuant to the Development Agreement have been completed through the issuance of a certificate of occupancy on the Property.

THIRD: The Grantee shall commence promptly the construction of the aforesaid improvements on the Property hereby conveyed in accordance with the said construction plans and shall prosecute diligently the construction of said improvements to completion: Provided, that in any event, construction shall commence no later than February 28, 2025, and the aforesaid improvements shall be completed no later than August 31, 2026, unless such dates are extended pursuant to the Development Agreement. The covenants and agreements contained in this covenant numbered THIRD shall terminate on the date the Grantor issues the Certificate of Completion (hereinafter defined) for the completed construction of the improvements on the Property, which Certificate of Completion may be recorded by Grantor or Grantee in the Cleveland County land records.

FOURTH: Until the expiration of the Affordability Period, as defined in the Development Agreement as a period of forty (40) years, measured from the date a final certificate of occupancy is issued on the Property, the Grantee shall have no power to convey the Property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee under a mortgage permitted by this Deed, and the Grantee shall not permit any change in the ownership or distribution of the equity interests of Grantee, in a manner not permitted by the Development Agreement.

FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental or in the use or occupancy of the Property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH; the United States shall be deemed a beneficiary of the covenant numbered FIFTH; Cleveland

County shall each be deemed a beneficiary of the covenant numbered SECOND; the United States of America shall be deemed a beneficiary of the covenants numbered FIRST, THIRD, FOURTH, AND FIFTH; and such covenants shall run in favor of the beneficiaries for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor, Cleveland County, or the United States, is or remains an owner of any land or interest therein to which such covenants relate. As such beneficiary, the Grantor, in the event of breach of covenants numbered FIRST through FIFTH, Cleveland County in the event of breach of covenant numbered SECOND, and the United States, in the event of any breach of the covenants numbered FIRST, THIRD, FOURTH and FIFTH, shall each have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

In the case of the breach or violation of any one of the covenants at any time prior to the time the Grantor furnishes an instrument certifying the conclusion of the Affordability Period as to the Property and in case such breach or such violation shall not be cured, ended or remedied pursuant to the Development Agreement within ninety (90) days after written demand by the Grantor so to do with respect to covenants numbered FIRST, SECOND, FOURTH, and FIFTH and three (3) months after written demand by the Grantor so to do with respect to the covenant numbered THIRD (provided, that a breach or violation with respect to the portion of the covenant numbered THIRD, dealing with completion of the improvements may be cured, ended or remedied within three (3) months after written demand by the Grantor to do so or any further extension thereof that may be granted by the Grantor in its sole discretion), then all estate, conveyed under this Deed, shall cease and terminate, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said Property; **provided**, that any such revesting of title to the Grantor:

1. Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way:

- (a) the lien of the mortgages permitted by this Deed, including, without limitation, mortgage liens created pursuant to the Approved Financing; and
- (b) any rights or interests provided in the Development Agreement for the protection of the holders of any such mortgage; and
- (c) the rights and remedies of the holders of the mortgages executed and delivered by Grantee pursuant to the Approved Financing.

2. In the event that title to the said Property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the Property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to

the Grantor and in accordance with the uses specified for the Property or any part thereof in the Master Plan. Upon such resale of the Property, or any part thereof, the proceeds thereof shall first be applied to payment in full of the indebtedness secured by mortgages created pursuant to the Approved Financing with the balance to be applied as follows:

First: To reimburse the Grantor, on its own behalf for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the Grantor from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof at the time of reversion of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and its successors or transferees; and

Second: The Grantee, its successors or transferees is to be reimbursed up to an amount equal to the sum of the consideration specified herein and the related acquisitions costs paid by the Grantee to the Grantor (or allocable to the part thereof) plus the amount actually invested by the Grantee in making any of the improvements on the Property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the Property.

Any balance remaining after such reimbursement shall be retained by the Grantor or repaid to the extent required by the American Rescue Plan Act of 2021 ("ARPA") or the ARPA Coronavirus State and Local Fiscal Recovery Funds Regulations.

The covenants and agreements contained in this Deed other than Covenant THIRD shall terminate upon the conclusion of the Affordability Period, as defined in the Development Agreement, when the Grantor issues an instrument certifying its conclusion, as provided for in the Development Agreement and the Declaration, except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments (or payments in lieu thereof) on the Property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

Promptly after the completion of the above-mentioned improvements with respect to any individual parts or parcels in accordance with the provisions of the construction plans and the Development Agreement, the Grantor will furnish the Grantee with an appropriate instrument (the "Certificate of Completion") so certifying. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination and evidence of completion of construction of the Project as described in the Development Agreement. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction of the covenants and agreements contained in paragraphs numbered THIRD in this Deed.

The Certificate of Completion shall be in such form as will enable it to be recorded in the

proper office for the recordation of deeds and other instruments pertaining to the Property hereby conveyed. If the Grantor shall refuse or fail to provide such Certificate of Completion, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said improvements in accordance with the Development Agreement and what measures or acts will be necessary for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Deed on its part have been complied with and that all things necessary to constitute this Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Deed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed as of the day and year first above written.

GRANTOR: **CITY OF NORMAN, OKLAHOMA,**
a municipal corporation

By: _____
Mayor

Attest:

City Clerk

(SEAL)

Reviewed for form and legality this _____ day of _____, 2023.

City Attorney

ACKNOWLEDGEMENT

STATE OF OKLAHOMA,)
) ss.
COUNTY OF CLEVELAND.)

Before me, a Notary Public in and for said State, on this _____ day of _____, 20____, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its Mayor 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 such municipal corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL)

IN WITNESS WHEREOF, Grantee has caused this Deed to be duly executed as of the day and year first above written.

GRANTEE: **Crimson Flats, LP,**
an Oklahoma limited partnership

By: _____,
a(n) _____, its General Partner

By: _____,
a(n) _____, its Manager

By: _____
Thomas A. Gorman, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA,)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said State, on this ____ day of _____, 20____, personally appeared Thomas A. Gorman, as the Manager of _____, the Manager of _____, the General Partner of Crimson Flats, LP, an Oklahoma limited partnership, 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 such limited partnership, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year last above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL)

Exhibit A

Legal Description

Subject to adjustment and finalization as described in Section 1.1 of the Development Agreement, the Property is comprised of two contiguous lots described as follows:

Lot 1:

A tract of land lying in the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; THENCE South 88°50'06" West along the South line of said SE/4 a distance of 1321.04 feet; THENCE North 01°09'54" West a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE North 45°05'45" West a distance of 33.84 feet;
THENCE North 00°00'00" West a distance of 402.54 feet;
THENCE North 90°00'00" East a distance of 50.00 feet;
THENCE South 00°00'00" East a distance of 99.19 feet;
THENCE North 89°54'50" East a distance of 180.78 feet;
THENCE South 00°10'21" East a distance of 90.62 feet;
THENCE North 89°54'50" East a distance of 60.01 feet;
THENCE South 00°10'26" East a distance of 231.54 feet;
THENCE South 88°50'06" West a distance of 267.85 feet to the POINT OF BEGINNING.

AND

Lot 2:

A tract of land lying in the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; THENCE South 88°50'06" West along the South line of said SE/4 a distance of 882.21 feet; THENCE North 01°05'28" West a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE South 88°50'06" West a distance of 172.87 feet;
THENCE North 00°10'26" West a distance of 231.54 feet;
THENCE South 89°54'50" West a distance of 60.01 feet;
THENCE North 00°10'21" West a distance of 90.62 feet;
THENCE South 89°54'50" West a distance of 180.78 feet;
THENCE North 00°00'00" West a distance of 99.19 feet;

THENCE North 90°00'00" East a distance of 406.65 feet;

THENCE South 01°05'28" East a distance of 417.55 feet to the POINT OF BEGINNING.

**EXHIBIT E
GENERAL DESCRIPTION OF SITE WORK**

CRIMSON FLATS ENGINEER'S PRELIMINARY COST ESTIMATE (CITY'S PORTION)					
DESIGN FIRM:	<i>SMC Consulting Engineers, P.C.</i>	Date:	<i>6-Nov-23</i>		
PREPARED BY:	<i>Christopher D. Anderson, P.E.</i>	SMC Project No:	<i>6555.00</i>		
SUMMARY OF PRELIMINARY PAY QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
WATERLINE QUANTITIES					
1	CONNECT TO EXISTING 12" WATERLINE	L.S.	1	\$600.00	\$600
2	CONNECT TO EXISTING 8" WATERLINE	L.S.	1	\$500.00	\$500
3	8" PVC C-900 DR18	L.F.	797	\$52.00	\$41,444
4	12"x8" TAPPING TEE	EACH	1	\$4,200.00	\$4,200
5	8"x8" TAPPING TEE	EACH	1	\$3,800.00	\$3,800
6	8"x6" TEE	EACH	3	\$710.00	\$2,130
7	12" TAPPING VALVE & BOX	EACH	1	\$4,800.00	\$4,800
8	8" TAPPING VALVE & BOX	EACH	1	\$3,100.00	\$3,100
9	6" GATE VALVE & BOX	EACH	3	\$1,650.00	\$4,950
10	8"x45" BEND	EACH	2	\$580.00	\$1,160
11	FIRE HYDRANT	EACH	3	\$3,650.00	\$10,950
12	FIRE HYDRANT RISER	EACH	3	\$700.00	\$2,100
13	SINGLE SHORT SERVICE	EACH	4	\$850.00	\$3,400
14	SINGLE LONG SERVICE	EACH	2	\$1,500.00	\$3,000
15	DETECTOR WIRE	L.F.	797	\$1.00	\$797
16	TYPE 'A' AGGREGATE	TON	748	\$35.00	\$26,180
17	STREET BORE & CASING FOR 8" WATERLINE	L.F.	132	\$390.00	\$51,480
Waterline Sub-total					\$164,591
SANITARY SEWER QUANTITIES					
1	CONNECT TO EXISTING 8" SANITARY SEWER	L.S.	6	\$950.00	\$5,700
2	6" SDR 26 PVC SERVICE LINE	L.F.	556	\$16.00	\$8,896
3	6" WYE & CO	EACH	3	\$250.00	\$750
4	TRENCHING 8'-10'	L.F.	556	\$14.00	\$7,784
5	TYPE 'A' AGGREGATE	TON	329	\$35.00	\$11,515
Sanitary Sewer Sub-total					\$34,645
DRAINAGE QUANTITIES					
1	18" RCP	L.F.	120	\$58.00	\$6,960
2	24" RCP	L.F.	144	\$85.00	\$12,240
3	30" RCP	L.F.	160	\$95.00	\$15,200
4	43 3/4" x 26 5/8" RCPA	L.F.	56	\$165.00	\$9,240
5	4'W x 6'D CONCRETE FLUME	L.F.	31	\$70.00	\$2,170
6	DES. 7-1 AREA INLET	EACH	1	\$3,650.00	\$3,650
7	DES. 7-2 AREA INLET	EACH	1	\$4,850.00	\$4,850
8	4' I.D. MANHOLE	EACH	2	\$3,850.00	\$7,700
9	6' x 6' JUNCTION BOX	EACH	1	\$4,650.00	\$4,650
10	P.C.E.S. FOR 18" RCP	EACH	1	\$1,850.00	\$1,850
11	P.C.E.S. FOR 24" RCP	EACH	2	\$2,150.00	\$4,300
12	P.C.E.S. FOR 30" RCP	EACH	1	\$2,450.00	\$2,450
13	P.C.E.S. FOR 43 3/4" x 26 5/8" RCPA	EACH	1	\$3,500.00	\$3,500
14	CONNECT TO EXISTING 42" RCP	L.S.	1	\$1,500.00	\$1,500
15	3' CUT OFF WALL	EACH	8	\$800.00	\$6,400
16	FLEXAMAT	S.Y.	35	\$100.00	\$3,500
17	TYPE 'A' AGGREGATE	TON	484	\$35.00	\$16,940
18	BOLLARD AT FLUME OPENING	EACH	6	\$800.00	\$4,800
Drainage Sub-total					\$111,900
IMHOFF WIDENING QUANTITIES					
1	5' WIDE SIDEWALK	L.F.	415	\$85.00	\$35,275
2	ADA RAMP (INCLUDES DOMES)	EACH	3	\$2,000.00	\$6,000
3	6" CURB & GUTTER	L.F.	439	\$24.50	\$10,756
4	2" TYPE 'S5' ASPHALTIC CONCRETE	S.Y.	521	\$16.00	\$8,336
5	4" TYPE 'S3' ASPHALTIC CONCRETE	S.Y.	521	\$28.50	\$14,849
6	6" MODIFIED SUBGRADE (14% CKD)	S.Y.	684	\$10.00	\$6,840
7	TRAFFIC CONTROL (INCLUDES STRIPING)	L.S.	1	\$10,000.00	\$10,000
Road Widening Sub-total					\$92,055
MISCELLANEOUS SITEWORK QUANTITIES					
1	EARTHWORK	C.Y.	10,000	\$6.00	\$60,000
2	CONSTRUCTION ENTRANCE	L.S.	1	\$3,800.00	\$3,800
3	EROSION CONTROL	L.S.	1	\$25,000.00	\$25,000
Misc. Sitework Sub-total					\$88,800
PRELIMINARY CIVIL SCOPE (CITY PORTION) SUB-TOTAL					\$491,991
20% CONTINGENCY					\$98,398
PRELIMINARY CIVIL SCOPE (CITY PORTION) + 20% CONTINGENCY					\$590,389

EXHIBIT F

INSURANCE REQUIREMENTS

A. Minimum Insurance Required During Construction. Prior to the commencement of any site work, construction activities, or other activities on or to the Property, Developer shall, at Developer's expense, obtain and shall thereafter continuously maintain in effect at all times until the Completion Date of the Project, not less than the coverage and limits of insurance described herein. The coverage and limits set forth below are the minimum acceptable to the City. In specifying minimum insurance requirements, however, the City does not represent that such insurance is adequate to protect Developer from loss, damage or liability arising from its work. The Developer is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself. The Parties expressly intend that the provisions set forth herein shall be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under the Developer's insurance policies.

1. Workers' Compensation: Statutory, as required by law
2. Employer's Liability: \$1,000,000 Per Occurrence "Oklahoma" must appear in Item 3A of the declarations page.

2. Commercial General Liability (coverage to include premises and operations, products/completed operations, liability assumed under an insured contract, blanket contractual, independent contractors):

- \$1,000,000 Per Occurrence for Bodily Injury and Property Damage
- \$2,000,000 Products / Completed Operations
- \$1,000,000 Contractual Liability
- \$500,000 Fire Damage (any one fire)
- \$25,000 Medical Payments (any one person)

The commercial general liability policy shall include coverage for property damage caused by blasting or explosion and collapse of or structural injury to any building or structure and also for property damage to underground utilities and facilities.

3. Automobile Liability (covering all owned, hired, and non-owned automobiles). Coverage shall include liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used in the performance of the work). The coverage shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

- \$1,000,000 Per Occurrence for Bodily Injury and Property Damage
- \$2,000,000 Aggregate

4. Excess Liability:

- \$2,000,000 Per Occurrence for Bodily Injury and Property Damage

\$5,000,000 Aggregate

The limits required hereunder can be met by either providing a primary policy or in combination with Excess Liability policy. To the extent that excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage shall be at least as broad as the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary non-contributory basis.

5. Builder's Risk: Property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the Contract Sum, plus value of subsequent Construction Contract modifications, comprising total value for the entire work to be completed under the Construction Contract, on a replacement cost basis. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake (subject to sublimit), flood (subject to sublimit), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition and increased cost of construction occasioned by enforcement of any applicable legal requirements. The City of Norman shall be named additional insured. Any payment made under this policy shall be made jointly to the General Contractor or Construction Manager and the City of Norman. It is further agreed that any payment made under the Builder's Risk policy shall be reinvested into the Project.

6. Professional Liability Insurance. Developer shall cause its architect and every engineer or other professional who will perform services in connection with the design and construction of the Project to maintain professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each claim and Two Million Dollars (\$2,000,000.00) in the aggregate, including coverage for injury or damage arising out of acts or omissions with respect to all design and engineering professional services provided by the architect of record, structural, electrical and mechanical engineers. Said policies shall be in effect at the time design work commences and shall remain in effect at all times during performance of the work and until two (2) years following completion of the Project.

B. Terms and Conditions Applicable to All Policies:

1. "Claims made" or "modified occurrence" policies will not be accepted.
2. The Commercial General Liability policy shall provide that policy shall be primary to and not contributory to any other valid and collectible insurance that may be available. Coverage may not contain deductibles greater than \$25,000 or self-insured retentions/ self-insurance without prior approval of the City of Norman.
3. The required insurance shall be maintained under forms of policies and from companies satisfactory to the City of Norman. The insurance company(ies) must have a financial rating of at least A- VII as defined by A.M. Best Company and must be authorized to transact business in the state of Oklahoma. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. Any

acceptance or Certificates of Insurance by the City, or failure of Developer to provide Certificates of Insurance, shall in no way limit or relieve Developer of its duties and responsibilities hereunder or under the Disposition and Development Agreement.

4. The City of Norman shall be named as an “additional insured” using Form CG 20 26 04 13 Additional Insured – Designated Person or Organization under the commercial general liability insurance policy and all other liability insurance policies with respect to liability arising out of activities, “operations” or “work” performed by or on behalf of Developer or its Contractor, and Form CG 20 39 for products and completed operations of Developer or its Contractor. ISO Form B – CG 20 10 11 85 or equivalent coverage shall be provided. If any policy provided in compliance with this section states that the insurance afforded to an Additional Insured will not be broader than that required by contract, or words of similar meaning, the Developer agrees that nothing in this section is intended to restrict or limit the breadth of such insurance.

5. If all or any portion of such insurance is canceled or expired, then all Work affected by such insurance shall be immediately stopped until either the required insurance is reinstated or replacement insurance is obtained.

6. The insurance required hereunder shall: (i) provide for severability of interests; and (ii) that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other named insureds.

7. The Developer shall ensure that its general contractor and its subcontractors shall procure and maintain insurance that complies with the requirements set forth herein and the Disposition and Development Agreement, including the additional insureds, primary and non-contributory and waiver of subrogation requirements. Copies of the certificates of insurance must be provided prior to the subcontractors’ performance of any work or entering the Property, or any portion thereof.

8. Where permitted by law, Developer shall require written express waivers subrogation and insurance clauses from each of its subcontractors of every tier.

9. Each policy or endorsement shall substantially provide: “It is agreed that in no event shall this insurance company have any right of recovery against the City of Norman.” If the policies of insurance require an endorsement to provide for continued coverage where there is a waiver of subrogation, endorsement CG 24 53 12 19 shall be provided. Developer agrees to hold harmless and indemnify the Additional Insureds for any loss or expense incurred as a result of Contractor’s or any subcontractor’s failure to obtain such waivers of subrogation.

10. Upon request, certified copies of all insurance policies shall be furnished to the City of Norman.

11. The City of Norman reserves the right to review the insurance requirements during the effective period and provide a written request for the Developer to make any reasonable and commercially available adjustments to insurance coverages and/or limits when deemed reasonably prudent by the City based upon their interpretation of changes in statutory law, court decisions or

the City's potential increase in exposure to loss, and as may be consistent with Insurance Practices. "Insurance Practices" means then-current, at the time of determination, ordinary, customary, and commercially reasonable insurance practices, requirements, and standards for buildings of a type, use, size, height, construction, location, and other characteristics generally similar to the Project. Insurance Practices take into account, among other things, then-current Law.

C. Certificates of Insurance. Prior to the commencement of any site work, construction activities, or other activities on or to the Property, Developer shall furnish to the City certificates of insurance and attach all required policy endorsements providing additional insured coverage and permitting waiver of subrogation, as evidence of the policies of insurance required herein. Renewal certificates shall be provided to the City of Norman, prior to expiration of the policies. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies shall include that there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days prior written notice (ten (10) days for non-payment of premium) to the City of Norman. Developer shall provide the City of Norman with written notification of any notice of cancellation, non-renewal, or modification it receives no later than five (5) days after receipt of insurer's notice so that the City of Norman has had at least twenty-five (25) days' notice before the policy is modified or cancelled. If Developer fails to give such notice to City or if the City is subject to damage or a claim because the insurance required hereunder is not in effect or no longer complies with the requirements of the Disposition and Development Agreement or this Exhibit F, then Developer shall indemnify, hold harmless, and defend the City of Norman, its officers, trustees, employees, representatives and agents against such damage or claim to the extent not covered by Developer's insurance. Receipt by the City of a non-conforming certificate of insurance or policy without objection, or the City's failure to collect a certificate of insurance shall not waive or alter Developer's duty to comply with the insurance requirements. Certificates of Insurance with the following or similar wording are not acceptable: "Failure to notify the certificate holder shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." When any required insurance, due to the attainment of normal expiration date or renewal date, shall expire, the Developer shall furnish to the City the Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy thirty (30) days prior to renewal date.

EXHIBIT G
OPTION AGREEMENT – LOT 1
(ATTACHED)

OPTION AGREEMENT

THIS OPTION AGREEMENT is made this __ day of _____, 2023 by and between City of Norman, Oklahoma (hereinafter referred to as "Seller"), and Milestone Property Development, LLC., an Oklahoma limited liability company, its successors and assigns (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, the Seller is the owner of approximately 2.15 acres of real property located at the northeast corner of E. Imhoff Road and Oakhurst Road as more particularly described on **Exhibit A** attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the Buyer intends to acquire the Property from the Seller to design, construct, finance, own and manage a new affordable housing development and related amenities in accordance with the minimum development requirements and criteria set forth in Buyer's response to the Seller's request for proposals, and subsequently approved by Seller ("Project"); and

WHEREAS, Buyer requested and Seller agree to grant Buyer an option to purchase the Property for the future development of the Project, in accordance with the terms set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollars (\$100.00) (the "Option Fee") paid by the Buyer, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Option to Purchase. Seller hereby grants to the Buyer the exclusive right and option to purchase in fee simple the Property ("Option"). The Option hereby granted shall remain in effect and may be exercised by Buyer until 5:00 p.m. on November 1st, 2024. (the "Termination Date"). The Termination Date may be extended by the agreement of the parties.
2. Credit Against Purchase Price. If the Buyer exercises the Option, the Option Fee shall be credited against the Purchase Price. If the Buyer does not exercise the Option, then the Option Fee shall become the sole property of the Seller.
3. Purchase Price. The purchase price for the Property shall be Two Hundred Forty-Five Thousand and No/100 Dollars (\$245,000.00) ("Purchase Price").
4. Feasibility Period. The Buyer agrees that it shall use the Property to develop the Project for low- and moderate-income individuals and families which qualify for federal and state tax credits and as specifically set forth in the Deed. While this Agreement remains in force, Buyer shall determine whether the Project can be developed on the Property consistent with this use.
5. Cooperation by Seller. Seller shall cooperate to the best of its ability with Buyer, to assist Buyer in Buyer's effort to obtain all requisite governmental approvals, permits, variances

and special exceptions needed to redevelop the Property. However, all costs approved by the Buyer, related to obtaining: the requisite governmental approvals, easements, and any necessary changes to lot lines shall be borne by Buyer except those costs specifically outlined in Section 8 of this Option.

6. Representations. The truthfulness and accuracy of the following representations, deemed to have been relied upon by Buyer, are that as of the date hereof and on the date of closing:

a. Fee simple, recorded legal and equitable title to the Property is exclusively vested in Seller as set forth in the title policies and reports that have been delivered to the Buyer. Seller further agrees to use its best efforts to assist Buyer in obtaining all governmental approvals necessary to redevelop the Property.

b. The title to the Property is subject to no tenancy or other right of use that will interfere with Buyer's anticipated redevelopment of the Property.

c. Except as between Seller and Buyer, there exist no oral or written contracts or agreements affecting or relating to the Property and no contracts or agreements to option, purchase or sell the property shall be entered into during the Option Period. No work has been done or materials provided which may give rise to a claim for a mechanics or artisans lien.

d. As of the date of this Option, there are no violations of, and Seller has received no notice or other record of any violation of any federal, state or municipal laws, ordinances, orders, regulations and requirements affecting the Property or any portion thereof; and

7. Right of Entry; Indemnification. Seller grants Buyer the right to enter the Property at any reasonable time with notice to Seller prior to closing for the purpose of making surveys, engineering studies, soil tests and any other test the Buyer deems necessary. Buyer shall not unduly damage the Property and shall perform all tests in a safe and workmanlike manner. Buyer shall restore the Property to substantially its original condition. Buyer agrees to indemnify Seller for any and all costs, liabilities and expenses, including reasonable attorney's fees, incurred by Seller as a result of, or in any way related to, Buyer's activities on the Property. Buyer shall provide Seller with evidence of insurance with coverages and policy amounts required by Seller and provide Seller with a certificate naming the Seller as an additional insured.

8. Regulatory Approvals. Seller agrees to pay for all costs associated with the requisite approvals for the re-platting and rezoning of the Property. Buyer shall assume responsibility for all other predevelopment expenses including all costs associated with obtaining the requisite approvals from HUD, if applicable, and the requisite government authorities, including but not limited to engineering fees, legal fees, county fees, etc. which are in addition those costs being borne by the Seller as described above.

9. Cost of Transfer. Rents, taxes, water rent and any other governmental assessment to be apportioned to date of settlement. Transfer taxes and documentary stamps are to be paid by Buyer.

10. Title. Title shall be good and merchantable, free of liens and encumbrances other than the mortgages the Buyer will assume as part of the Purchase Price and the mortgage securing a proposed loan to be made by Seller in support of the Project (“Seller Loan”), including free of all notices of violations or orders or requirements noted or issued by any county or local authority, or actions in any Court on account thereof against or affecting the Property, except use and occupancy restrictions of public record, and other Project-related conditions and covenants. Title shall be such as will be insurable by a licensed title insurance company at its standard rates.

Title shall be conveyed to Buyer or its designee by Special Warranty Deed, in form and substance approved by Seller, containing covenants of special warranty and further assurances.

12. Supplemental Agreement. Additional terms with respect to the Seller Loan and Property acquisition will be set forth in one or more separate agreements executed by the parties on or before the Termination Date. Buyer will provide Seller at least fifteen (15) days advance notice of Buyer’s intention to exercise its option to purchase the Property, by furnishing Seller with written notice of Buyer’s exercise of Option.

13. Purchaser’s Offer/Date of Agreement. The effective date of this Agreement for all purposes shall be deemed to be the date set forth above.

14. Notices. All notices are to be sent by certified U.S. Mail, return receipt requested, postage prepaid, or by a recognized national delivery service.

If to the Seller: City of Norman, Oklahoma
201 W. Gray
Norman, OK 73069
Attn: City Attorney

If to Buyer: Thomas Gorman
Milestone Property Development, LLC
398060 W 2200 Road,
Bartlesville, OK 74006

With copy to: Chesapeake Community Advisors, Inc.
2700 Lighthouse Point East
Suite 230
Baltimore, Maryland 21224

15. Amendments. No supplement, modification or amendment to this Option Agreement shall be binding unless executed in writing by the parties hereto.

16. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

17. Assignment. Buyer may assign its rights under this Option Agreement to a single-purpose entity formed by Buyer for purposes of securing low income housing tax credits, and to develop and own the Project, provided the assignee assumes in writing all of the obligations of Buyer under this Agreement and any other agreements between Seller and Buyer with respect to the Property.

(signature page follows)

IN WITNESS WHEREOF, the parties hereunto set their hands and seal intending to be bound thereby.

SELLER: City of Norman, Oklahoma

By: _____
Mayor

Attest:

City Clerk

(SEAL)

Reviewed for form and legality this _____ day of _____, 2023.

City Attorney

IN WITNESS WHEREOF, the parties hereunto set their hands and seal intending to be bound thereby.

BUYER:

Milestone Property Development, LLC,
an Oklahoma limited liability company

By: _____
Thomas Gorman, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared Thomas A. Gorman, Manager of Milestone Property Development, LLC, an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL OR STAMP)

EXHIBIT A

Legal Description of Property

A tract of land lying in the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; **THENCE** South 88°50'06" West along the South line of said SE/4 a distance of 1321.04 feet; **THENCE** North 01°09'54" West a distance of 50.00 feet to the **POINT OF BEGINNING**;

THENCE North 45°05'45" West a distance of 33.84 feet;
THENCE North 00°00'00" West a distance of 402.54 feet;
THENCE North 90°00'00" East a distance of 50.00 feet;
THENCE South 00°00'00" East a distance of 99.19 feet;
THENCE North 89°54'50" East a distance of 180.78 feet;
THENCE South 00°10'21" East a distance of 90.62 feet;
THENCE North 89°54'50" East a distance of 60.01 feet;
THENCE South 00°10'26" East a distance of 231.54 feet;
THENCE South 88°50'06" West a distance of 267.85 feet to the **POINT OF BEGINNING**.

Said tract contains 2.15 acres, more or less.

EXHIBIT H
OPTION AGREEMENT – LOT 2
(ATTACHED)

OPTION AGREEMENT

THIS OPTION AGREEMENT is made this __ day of _____, 2023 by and between City of Norman, Oklahoma (hereinafter referred to as "Seller"), and Milestone Property Development, LLC., an Oklahoma limited liability company, its successors and assigns (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, the Seller is the owner of approximately 2.30 acres of real property located at the northeast corner of E. Imhoff Road and Oakhurst Road as more particularly described on **Exhibit A** attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the Buyer intends to acquire the Property from the Seller to design, construct, finance, own and manage a new affordable housing development and related amenities in accordance with the minimum development requirements and criteria set forth in Buyer's response to the Seller's request for proposals, and subsequently approved by Seller ("Project"); and

WHEREAS, Buyer requested and Seller agree to grant Buyer an option to purchase the Property for the future development of the Project, in accordance with the terms set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollars (\$100.00) (the "Option Fee") paid by the Buyer, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Option to Purchase. Seller hereby grants to the Buyer the exclusive right and option to purchase in fee simple the Property ("Option"). The Option hereby granted shall remain in effect and may be exercised by Buyer until 5:00 p.m. on November 1st, 2024. (the "Termination Date"). The Termination Date may be extended by the agreement of the parties.
2. Credit Against Purchase Price. If the Buyer exercises the Option, the Option Fee shall be credited against the Purchase Price. If the Buyer does not exercise the Option, then the Option Fee shall become the sole property of the Seller.
3. Purchase Price. The purchase price for the Property shall be Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00) ("Purchase Price").
4. Feasibility Period. The Buyer agrees that it shall use the Property to develop the Project for low- and moderate-income individuals and families which qualify for federal and state tax credits and as specifically set forth in the Deed. While this Agreement remains in force, Buyer shall determine whether the Project can be developed on the Property consistent with this use.
5. Cooperation by Seller. Seller shall cooperate to the best of its ability with Buyer, to assist Buyer in Buyer's effort to obtain all requisite governmental approvals, permits, variances

and special exceptions needed to redevelop the Property. However, all costs approved by the Buyer, related to obtaining: the requisite governmental approvals, easements, and any necessary changes to lot lines shall be borne by Buyer except those costs specifically outlined in Section 8 of this Option.

6. Representations. The truthfulness and accuracy of the following representations, deemed to have been relied upon by Buyer, are that as of the date hereof and on the date of closing:

a. Fee simple, recorded legal and equitable title to the Property is exclusively vested in Seller as set forth in the title policies and reports that have been delivered to the Buyer. Seller further agrees to use its best efforts to assist Buyer in obtaining all governmental approvals necessary to redevelop the Property.

b. The title to the Property is subject to no tenancy or other right of use that will interfere with Buyer's anticipated redevelopment of the Property.

c. Except as between Seller and Buyer, there exist no oral or written contracts or agreements affecting or relating to the Property and no contracts or agreements to option, purchase or sell the property shall be entered into during the Option Period. No work has been done or materials provided which may give rise to a claim for a mechanics or artisans lien.

d. As of the date of this Option, there are no violations of, and Seller has received no notice or other record of any violation of any federal, state or municipal laws, ordinances, orders, regulations and requirements affecting the Property or any portion thereof; and

7. Right of Entry; Indemnification. Seller grants Buyer the right to enter the Property at any reasonable time with notice to Seller prior to closing for the purpose of making surveys, engineering studies, soil tests and any other test the Buyer deems necessary. Buyer shall not unduly damage the Property and shall perform all tests in a safe and workmanlike manner. Buyer shall restore the Property to substantially its original condition. Buyer agrees to indemnify Seller for any and all costs, liabilities and expenses, including reasonable attorney's fees, incurred by Seller as a result of, or in any way related to, Buyer's activities on the Property. Buyer shall provide Seller with evidence of insurance with coverages and policy amounts required by Seller and provide Seller with a certificate naming the Seller as an additional insured.

8. Regulatory Approvals. Seller agrees to pay for all costs associated with the requisite approvals for the re-platting and rezoning of the Property. Buyer shall assume responsibility for all other predevelopment expenses including all costs associated with obtaining the requisite approvals from HUD, if applicable, and the requisite government authorities, including but not limited to engineering fees, legal fees, county fees, etc. which are in addition those costs being borne by the Seller as described above.

9. Cost of Transfer. Rents, taxes, water rent and any other governmental assessment to be apportioned to date of settlement. Transfer taxes and documentary stamps are to be paid by Buyer.

10. Title. Title shall be good and merchantable, free of liens and encumbrances other than the mortgages the Buyer will assume as part of the Purchase Price and the mortgage securing a proposed loan to be made by Seller in support of the Project (“Seller Loan”), including free of all notices of violations or orders or requirements noted or issued by any county or local authority, or actions in any Court on account thereof against or affecting the Property, except use and occupancy restrictions of public record, and other Project-related conditions and covenants. Title shall be such as will be insurable by a licensed title insurance company at its standard rates.

Title shall be conveyed to Buyer or its designee by Special Warranty Deed, in form and substance approved by Seller, containing covenants of special warranty and further assurances.

12. Supplemental Agreement. Additional terms with respect to the Seller Loan and Property acquisition will be set forth in one or more separate agreements executed by the parties on or before the Termination Date. Buyer will provide Seller at least fifteen (15) days advance notice of Buyer’s intention to exercise its option to purchase the Property, by furnishing Seller with written notice of Buyer’s exercise of Option.

13. Purchaser’s Offer/Date of Agreement. The effective date of this Agreement for all purposes shall be deemed to be the date set forth above.

14. Notices. All notices are to be sent by certified U.S. Mail, return receipt requested, postage prepaid, or by a recognized national delivery service.

If to the Seller: City of Norman, Oklahoma
201 W. Gray
Norman, OK 73069
Attn: City Attorney

If to Buyer: Thomas Gorman
Milestone Property Development, LLC
398060 W 2200 Road,
Bartlesville, OK 74006

With copy to: Chesapeake Community Advisors, Inc.
2700 Lighthouse Point East
Suite 230
Baltimore, Maryland 21224

15. Amendments. No supplement, modification or amendment to this Option Agreement shall be binding unless executed in writing by the parties hereto.

16. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

17. Assignment. Buyer may assign its rights under this Option Agreement to a single-purpose entity formed by Buyer for purposes of securing low income housing tax credits, and to develop and own the Project, provided the assignee assumes in writing all of the obligations of Buyer under this Agreement and any other agreements between Seller and Buyer with respect to the Property.

(signature page follows)

IN WITNESS WHEREOF, the parties hereunto set their hands and seal intending to be bound thereby.

SELLER: City of Norman, Oklahoma

By: _____
Mayor

Attest:

City Clerk

(SEAL)

Reviewed for form and legality this _____ day of _____, 2023.

City Attorney

IN WITNESS WHEREOF, the parties hereunto set their hands and seal intending to be bound thereby.

BUYER:

Milestone Property Development, LLC,
an Oklahoma limited liability company

By: _____
Thomas Gorman, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2023, personally appeared Thomas A. Gorman, Manager of Milestone Property Development, LLC, an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL OR STAMP)

EXHIBIT A

Legal Description of Property

A tract of land lying in the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; **THENCE** South 88°50'06" West along the South line of said SE/4 a distance of 882.21 feet; **THENCE** North 01°05'28" West a distance of 50.00 feet to the **POINT OF BEGINNING**;

THENCE South 88°50'06" West a distance of 172.87 feet;
THENCE North 00°10'26" West a distance of 231.54 feet;
THENCE South 89°54'50" West a distance of 60.01 feet;
THENCE North 00°10'21" West a distance of 90.62 feet;
THENCE South 89°54'50" West a distance of 180.78 feet;
THENCE North 00°00'00" West a distance of 99.19 feet;
THENCE North 90°00'00" East a distance of 406.65 feet;
THENCE South 01°05'28" East a distance of 417.55 feet to the **POINT OF BEGINNING**.

Said tract contains 2.30 acres, more or less.