



**100 S Cincinnati Ave, Ste 6  
Tulsa, OK 74103**

**e** [info@partnertulsa.org](mailto:info@partnertulsa.org)  
**p** 918.596.1883  
**w** [PartnerTulsa.org](http://PartnerTulsa.org)

# Request for Proposal

for the Purchase and Redevelopment of  
Two (2) Parcels of Property Located at  
721 and 727 S. Troost Ave., Tulsa, Oklahoma 74120

**Issued: Dec 1, 2025**

**Proposal Due Date:** **March 5, 2026**

**Submit Proposals To:** PartnerTulsa Finance and Real Estate  
100 S. Cincinnati Ave, Ste 6  
Tulsa, OK 74103

PartnerTulsa invites developers to submit proposals for the purchase, design, and construction of a project on the tract illustrated in this document. The subject site is located at 721 and 727 South Troost Avenue ("Property"). The Property is one block west of Utica Avenue, a half mile north of US Highway 64 (Broken Arrow Expressway) and a half mile south of Interstate 244. The total square footage equals 15,527 square feet or 0.36 acres.



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## 1. Introduction

### A. About PartnerTulsa / TAE0

The Tulsa Authority for Economic Opportunity (TAE0) d/b/a PartnerTulsa is a Public Trust, established under Oklahoma State Statutes for the benefit of the City of Tulsa, Oklahoma to serve as the lead entity for the City of Tulsa in carrying out its community and economic development priorities, goals, and programs. PartnerTulsa was established following a year-long strategic planning process through the effective merger of five (5) separate public entities: the Mayor's office of Economic Development, Economic Development Commission, Tulsa Development Authority, Tulsa Industrial Authority, and the Tulsa Parking Authority. In merging these entities together, the City has established a world-class economic development organization which will leverage the collective assets and resources of the Authority to accelerate economic growth, increase shared prosperity, and promote racial equity.

### B. Governance

PartnerTulsa is governed by a board of thirteen (13) Trustees, which is comprised of the Mayor, seven (7) Trustees appointed by the Mayor and approved by City Council, and the five (5) Commissioners of the Tulsa Development Authority (TDA), who continue to function as a legally separate entity governing the assets and resources of TDA.

### C. Mission and Vision Statements

**Mission:** We are innovators who create and manage public assets and resources to drive economic growth. We invest in Tulsa's economy, businesses, neighborhoods, and people with the goal of leveraging our resources to create economic opportunity and drive equitable outcomes.

**Vision:** We envision a future where race, nativity, gender, or zip code do not determine economic opportunity, and all people can maximize their potential to create and share in Tulsa's economic prosperity.

### D. About the Request for Proposal (RFP)

The primary objective of the TDA is to continue the redevelopment of this sector in a manner that provides the greatest benefit to the surrounding community. TDA will



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consider the use, architectural design, construction materials, and neighborhood compatibility when choosing a prevailing Respondent.

PartnerTulsa invites property developers, private individuals and organizations to submit a proposal to purchase this site for redevelopment. The criteria for proposal submittal are a part of this document.

Final selection will be made by the TDA Board of Commissioners (TDA Board), however PartnerTulsa may convene an advisory committee to evaluate the proposals and ultimately make a recommendation to the TDA Board for approval. TDA Board will consider financial capability, success of past projects, marketing strategies, quality of organization, innovation, and other considerations. In addition, the TDA Board and the advisory committee will evaluate the impact of the proposed use of the site on the surrounding area. The criteria to determine impact will consist of, but will not be limited to, economic impact, social and cultural impact, quality of life enhancement, the potential for success as well as long term benefit to the Tulsa community.

**E. Use Criteria**

**Pearl District Small Area Plan**

The Pearl District neighborhood is an area of the city experiencing economic growth and new investment. Built upon neighborhood anchors like Centennial Park and being situated immediately adjacent to the Kendall-Whittier neighborhood, the Pearl District is becoming an attractive destination for young professionals, families, and others who seek a vibrant urban neighborhood with contemporary housing and services.

The parcels at this site are a mix of zoning districts, which include CH-Commercial High Density, OL-Office Low Density, and RM-2 – Residential Multi-family Medium Density. Approval of rezoning, special exception or lot combination may be required to conform to the development proposed. Please carefully review the [Pearl District Small Area Plan](#) and the [Tulsa Zoning Code](#) for more information.

**Zoning Map:**

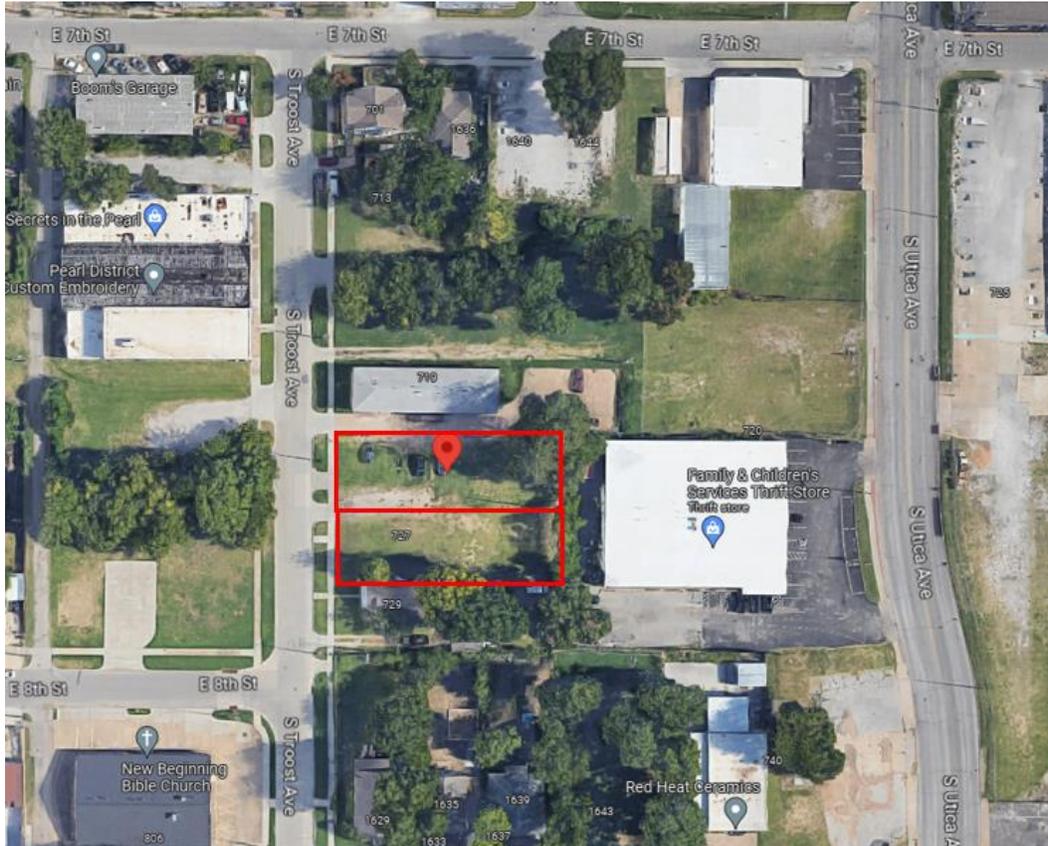


**F. Parcel Information**

The combined appraised value of the two parcels is **\$156,000.00**. According to TDA Disposition Policy, the Respondent's minimum offer to purchase must be equal to or above the appraised value, however Respondents may submit an offer below the appraised value for consideration. Submittal of an offer to purchase at less than the appraised value will require a compelling, well-documented justification for the TDA Board to consider. For evaluation purposes, the amount offered will be weighted in accordance with the points allocated in Section 3 of this RFP. A digital copy of the appraisal report (721 S. Troost Ave.) may be requested at any time.

Address	Parcel Number	Lot Size	Legal Description
721 S. Troost	<a href="#">31175-93-06-18900</a>	0.18 acres/7,652 sq ft	W 155 LTS 11 & 12, BLK 1
727 S. Troost	<a href="#">31175-93-06-18930</a>	0.18 acres/7,875 sq ft	W 157.7 LTS 13 & 14, BLK 1
	<b>Total</b>	0.36 acres/15,527 sq ft	

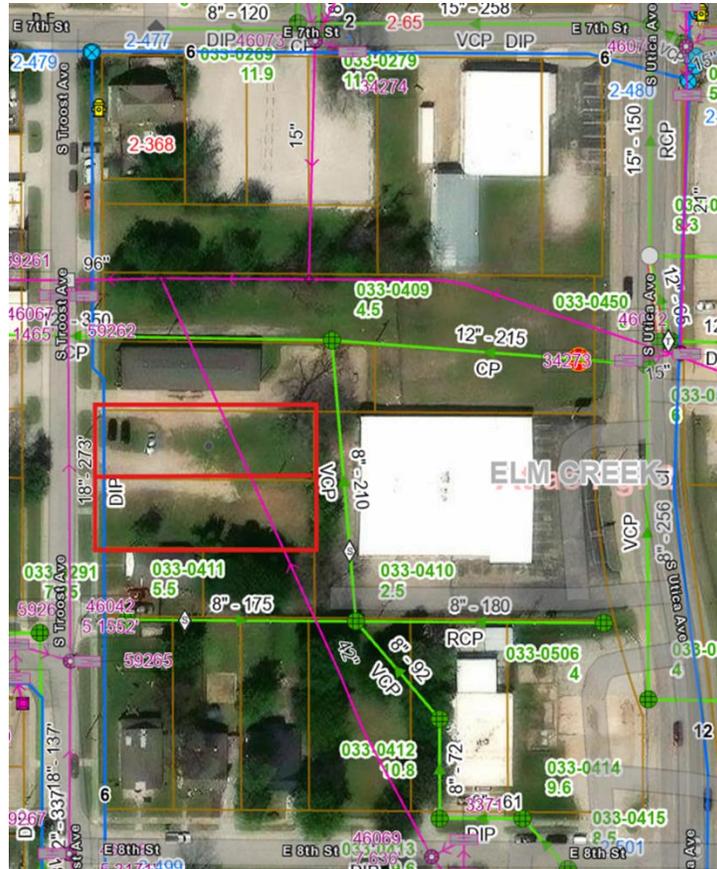
*\*Lot lines shown are approximate*



The Property is not located within the Federal Emergency Management Agency's (FEMA) regulatory floodplain; however, the Property is located within the **City of Tulsa's regulatory floodplain**. Depending on the design and grading, the developer may be required to do a Hydrologic and Hydraulic analysis. An engineer will need to determine the volume of stormwater displaced by the foundation of a new building and any additional fill brought into the floodplain limits. However much volume is displaced must be removed from the floodplain to show no decrease in stormwater storage. The Elevation Certificate/Survey and Flood Plain Determination Letter provided by the City of Tulsa are included in Exhibit D.

The Property contains a **stormwater sewer line** that runs diagonally across the property which requires five feet (5') of clearance on either side which limits the buildable space. However, paved parking may be constructed on top of the stormwater sewer line.

**Utility Map:**



**G. Points of Contact**

<p>PartnerTulsa Finance and Real Estate 100 S. Cincinnati Ave, Ste 6 Tulsa, OK 74103 <a href="mailto:rfp@partnertulsa.org">rfp@partnertulsa.org</a> (918)-576-5681</p>	<p>Nia James, Vice President, Real Estate &amp; Asset Management 100 S. Cincinnati Ave, Ste 6 Tulsa, OK 74103 <a href="mailto:nia@partnertulsa.org">nia@partnertulsa.org</a> (918)-576-5565</p>
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**2. Invitation to Submit Proposal**

The purpose of this RFP is to provide developers, private individuals and organizations an opportunity to invest in and contribute to the housing stock within under-developed areas of the city.

The term Respondent shall be defined as a person, organization, business or other entity that submits a proposal in response to the RFP. The term Respondent differs from the role of a consultant, sub-contractor or supplier selected by Respondent to provide ancillary services for a proposed project. Entities providing these ancillary services may solicit their service for the proposal of multiple Respondents. Throughout this RFP, the terms “Respondent”, “Developer” and “Applicant” shall have the same meaning and may be used interchangeably.

In their proposal, the Respondent will specify the nature of the proposed use and design details, size, and character of the development project. Schematic designs should identify land use, footprint of the structures, height, scale, and location of accompanying elements. The concept should also include possible architectural styles, landscaping, signage, and materials.

**A. Submission of Proposal**

Proposals must be received at PartnerTulsa offices located at 175 E. 2<sup>nd</sup> Street, Tulsa, OK 74103, no later than **March 5, 2026, at 4:00pm CST**. Proposals must be submitted in an envelope that is completely sealed, bears the name and mailing address of the Respondent, and be clearly marked, “Proposal for the Development of TDA Troost Properties”. The proposal should be submitted and enclosed inside the envelope in the following manner: One (1) original unbound copy, two (2) bound copies, and a digital copy uploaded to a thumb drive.

Respondents may hand-deliver their sealed proposal by providing 24-hours’ advance notice of expected delivery date and time to [rfp@partnertulsa.org](mailto:rfp@partnertulsa.org) or by calling 918-814-3970 (Ashley Chaney). Should the sealed proposal require delivery by a courier mail service, please provide tracking information to [rfp@partnertulsa.org](mailto:rfp@partnertulsa.org).

Proposals must be submitted with and on the official proposal forms which are included as Exhibits to this RFP. All proposals must be legibly written in ink or typewritten. Proposals must be prepared on 8-1/2” x 11 paper using a font no smaller than 11-point. There shall be no conflict between the proposal and the evidence of performance ability or other documents required to be included with the proposal.

More than one proposal submitted by a Respondent under the same or different names will not be considered. Reasonable grounds for suspecting that a Respondent is submitting more than one proposal will result in all proposals being rejected. All proposals will be rejected if there is a reason to believe that collusion exists among Respondents and no participant in such collusion will be considered in future proposals with PartnerTulsa.

The original unbound copy of the submitted proposal must be signed in ink by a duly authorized official of the Respondent. The Respondent’s legal name and form of organization must be fully stated. If the Respondent is an individual, the Respondent himself/herself must sign the proposal. If the Respondent is a partnership, the signature must be that of a general partner. A proposal signed by a limited partner is not acceptable. If the Respondent is a corporation, the signature must be that of a duly authorized executive officer, attested to by the corporate secretary.

This RFP does not commit PartnerTulsa to pay any cost incurred in the submission of a proposal or the cost incurred in making necessary studies and designs for the preparation thereof, or contract for services or supplies.

**B. Process Schedule**

The following is a schedule of significant dates associated with this RFP. In the event there is a change or deviation from this schedule, such change will be posted on the PartnerTulsa website at [www.partnertulsa.org](http://www.partnertulsa.org) and emailed to the Respondents that have registered for the Pre-Proposal Meeting or notified PartnerTulsa of their intent to submit a proposal.

Issuance of RFP	December 1, 2025
Pre-Proposal Meeting Registration Deadline	January 12, 2026
Pre-Proposal Meeting	January 14, 2026
Notification of Intent to Submit Proposal Deadline	February 12, 2026
Questions and Document Request Deadline	February 19, 2026
Proposals Due	March 5, 2026
Evaluation of Proposals	March/April 2026
Shortlist Proposal Presentations, if Applicable	April 2026
Final Selection Announcement	May 2026



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**C. Pre-Proposal Meeting**

The Pre-Proposal Meeting to review and discuss the details of the RFP will be held virtually and will take place on January 14, 2026 1:00 pm CST. To register for the Pre-Proposal Meeting, the Respondent must send an email to [rfp@partnertulsa.org](mailto:rfp@partnertulsa.org) by January 12, 2026, 5:00 pm CST to advise of your intended attendance. In the email, please provide the company or individual name of the Respondent intending to submit a proposal and the name and email address of all persons that should receive an invitation to the virtual meeting. Log-in and access information will be provided to all registrants on January 13, 2026.

Registration and attendance by a Respondent or a Respondent’s designee to the Pre-Proposal Meeting is highly recommended but not mandatory for a Respondent wishing to submit a proposal. However, if a Respondent is unable to attend the Pre-Proposal meeting and intends to submit a proposal, notification must be made to PartnerTulsa by emailing [rfp@partnertulsa.org](mailto:rfp@partnertulsa.org) by February 12, 2026 at 5:00pm CST. Any proposals received from a Respondent that did not attend the Pre-Proposal meeting or notify PartnerTulsa of their intent to submit a proposal will be returned unopened.

**D. Submission of Questions and Document Request**

Questions and requests for clarification or documents related to this RFP must be directed in writing, via email, to [rfp@partnertulsa.org](mailto:rfp@partnertulsa.org). The deadline for submitting such questions or requests is February 19, 2026, 5:00pm CST. If a substantive clarification is in order, an addendum to this RFP will be issued and posted on the PartnerTulsa website at [www.PartnerTulsa.org](http://www.PartnerTulsa.org) and emailed to the Respondents that have attended the Pre-Proposal Meeting or notified PartnerTulsa of their intent to submit a proposal.

**E. Addendums and Modifications**

PartnerTulsa reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for submission of proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addendums, amendments, and interpretations to this RFP will be made in writing and posted on the PartnerTulsa website at [www.PartnerTulsa.org](http://www.PartnerTulsa.org) and emailed to the Respondents that have attended the Pre-Proposal Meeting or notified PartnerTulsa of their intent to submit a proposal.

**F. Disqualification of Respondents**



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PartnerTulsa will not accept a proposal from any person or persons, firm, partnership, company, or corporation that is in default or breach of any outstanding debt or performance obligation owed to PartnerTulsa (Tulsa Authority for Economic Opportunity and/or Tulsa Development Authority) or the City of Tulsa. Additionally, a proposal will not be accepted from a Respondent having a conflict of interest that could prevent carrying out the proposal in the best interest of PartnerTulsa or the City of Tulsa.

#### G. Non-Collusion Affidavit

Each Respondent is required to submit with its proposal on the form furnished (Exhibit B) for that purpose, an affidavit that the Respondent has not entered into collusion with any other person in regard to any proposal or document submitted.

#### H. Withdrawal of Proposal

A Respondent may withdraw its proposal prior to the approval of the Redevelopment Agreement by TDA Board. The withdrawal shall be a written request signed in the same manner and by the same person who signed the proposal.

#### I. Rejection of Proposals

A violation of any of the following provisions by the Respondent shall be sufficient reason for rejection of a proposal, or shall make any contract between PartnerTulsa and the Respondent that is based on the proposal, null and void: 1) failure to submit the proposal by the stated deadline; 2) divulging the information in said sealed proposal to any person, other than those having a financial interest with the Respondent in said proposal, until after proposals have been opened; 3) submission of a proposal which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the published RFP or which is made in collusion with another Respondent. PartnerTulsa shall have the right to waive, in its sole discretion any defects or irregularities in any proposal received.

#### J. Respondent's Qualification

Each proposal must also be accompanied by the Respondent's background, qualifications and experience. Respondent's reputation, experience and financial responsibility shall be important factors in awarding any contract under this RFP. PartnerTulsa reserves the right to be the sole judge of this determination and to accept

or reject any or all proposals. PartnerTulsa will be the sole judge as to the best qualified, responsible Respondent to serve the best interests of PartnerTulsa and the City of Tulsa, and may waive any informalities or technical errors that, in its judgement, will best serve these interests.

### 3. Proposal Selection Criteria and Evaluation

PartnerTulsa intends to evaluate the proposals and award the Agreement to the Respondent whose proposal best meets the standards, expectations, and innovation desired as determined by the Tulsa Development Authority Board of Commissioners. Consideration will be given to the following elements:

<b>Evaluation Criteria</b>	<b>Max Points</b>
Proposed Project Description	15
Team Organization and Key Personnel	15
Relevant Experience and Past Performance	20
Financial Approach/Feasibility of Success	25
Quality and Clarity of Proposal	15
Purchase Price	10
<b>Total Possible Points</b>	<b>0- 100</b>

Evaluation of proposals may result in short-listing multiple Respondents in which case the Respondents will be invited to interview before a selection committee and deliver a brief presentation to further narrow the number of proposals and determine the most qualified proposal.

### 4. Awarding of Redevelopment Agreement

The notification of the Award shall give the successful Respondent no right of action or claim against PartnerTulsa upon such award until it shall have been reduced to writing in a Contract for Sale of Land for Private Redevelopment (“Redevelopment Agreement”) and duly signed and executed by the contracting parties. The award by PartnerTulsa will not be considered complete until the Redevelopment Agreement is duly signed and executed as approved by the TDA Board and legal counsel.

Upon execution of a term sheet, parties to the Redevelopment Agreement will make a good faith effort to promptly finalize negotiations of the standard form Redevelopment



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Agreement (Exhibit C). Upon finalization of the Redevelopment Agreement, the successful Respondent shall execute and deliver the Agreement to PartnerTulsa within twenty (20) days after receipt from PartnerTulsa.

Respondents should thoroughly review the attached standard Redevelopment Agreement to ensure Respondent will be able to comply with the standard terms and conditions. PartnerTulsa reserves the right to incorporate additional terms and/or conditions based on the specifications of the proposed project.

## 5. Respondent's Checklist

The Following items shall be completed in full and returned to PartnerTulsa on or before the proposal due date as stated within:

1. [Cover Letter](#)
  - Proposed Project title;
  - Date of submission;
  - Name(s) of the person(s) authorized to represent the Respondent in any discussions and negotiations;
  - Respondents mailing addresses, phone and email address.
2. [Proposal Application Form \(Exhibit A\)](#): Complete and include the application form with the RFP proposal submission along with any additional documentation as requested on the form.
3. [Non-Collusion Affidavit \(Exhibit B\)](#): Complete and include the form with the RFP proposal submission.

Please submit RFP documents in the order of the above checklist to assist in the efficiency of the evaluation.

All submissions should include a table of contents and page numbers so that each proposal can be easily referenced.



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**EXHIBIT A**

**Proposal Application Form**

**REQUEST FOR PROPOSAL – 721 & 727 S. TROOST  
DEVELOPMENT INFORMATION FORM**

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**APPLICANT INFORMATION**

Applicant Name: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Legal Entity: \_\_\_\_\_ How Long in Existence: \_\_\_\_\_

Is the applicant in good standing with the Oklahoma Secretary of State?  Yes  No

**PROJECT INFORMATION**

Project Name: \_\_\_\_\_

Project Type:

Multi-Family  Single-Family (Detached)  Single-Family (Attached)

Mixed-Use \_\_\_\_\_

Additional Project Type Details: \_\_\_\_\_

Total Project Budget: \_\_\_\_\_

Property Offer Price (Minimum Offer Must Equal Appraised Value): \_\_\_\_\_

Total Number of Units Produced (if applicable): \_\_\_\_\_

Number of Bedrooms    Number of Units    Square Footage Per Unit

Studio	_____	_____
1 Bedroom	_____	_____
2 Bedroom	_____	_____
3+ Bedroom	_____	_____



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## PROJECT PROPOSAL

**Respondent must include the following proposal information in a narrative format attached to this application.**

1. **Project Description:** Provide a description of the proposed project. Include: project type and the demographic to be served. Discuss plans for accessibility/adaptability, energy conservation and/or any green building components. Also, provide a description of the project's intended impact on the surrounding neighborhood.
2. **Financing Plan and Budget:** Provide a detailed description of committed and projected equity and debt sources for financing the project. For equity, applicant must describe each investor's equity commitment to the project, including letters of commitment from each equity investor stating the full terms and conditions. For debt, applicant must provide satisfactory evidence of applicant's ability to secure project debt, including tentative commitment letters from prospective lenders. Also include a summary budget that indicates how the sources of funding will support the proposed scope of work.
3. **Project Schedule:** Indicate the proposed project timeline, including pre-development, zoning approval, financing and construction milestones (as appropriate) to project completion.
4. **Design Documents:** Conceptual renderings of the proposed use and design details, size, and character of the development project. Schematic designs should identify land use, footprint of the structures, height, scale, and location of accompanying elements. The concept should also include possible architectural styles, landscaping, signage, and materials.
5. **Experience:** Identify names, titles, qualifications and experience of the project team. Provide a summary of organizational experience and capacity to manage the project, a summary of similar activities completed by the organization and project team, including development team's years of experience in similar housing production, description of past comparable projects and any history of using public funds.

**Note:** All materials submitted to PartnerTulsa may be subject to public disclosure under the Oklahoma Open Records Act.

\_\_\_\_\_  
Name and Title (Type or Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



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**EXHIBIT B**

**Non-Collusion Affidavit**

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that s(he) is the agent authorized by the Respondent to submit the attached Proposal. Affiant further states that the Respondent has not been a party to any collusion or communication among Respondents in restraint of freedom of competition by agreement to propose at a fixed price, or upon fixed terms and conditions, or to refrain from submitting a proposal. Affiant further states that the Respondent has not been a party to any collusion or communication with any official or employee of the Tulsa Authority for Economic Opportunity (TAE0) nor the or the City of Tulsa, so as to fix the price or any other terms or provisions of the said proposal. Affiant further states that the Respondent has not paid, given, or donated or agreed to pay, give or donate to any officer, Trustee, employee of the TAE0, or the City of Tulsa, any money or other thing of value, either directly or indirectly, for special consideration in the letting of this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



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**EXHIBIT C**

**CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT**

**THIS CONTRACT**, made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **TULSA DEVELOPMENT AUTHORITY**, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Seller" or "TDA"), having its office at 100 S. Cincinnati Avenue, Suite 6, Tulsa, OK 74103, in the City of Tulsa (hereinafter called "City"), State of Oklahoma, 74103; and **[DEVELOPER NAME]**, an Oklahoma Non-Profit Corporation (hereinafter called "Purchaser"), whose mailing address is: **[DEVELOPER ADDRESS]**.

**WITNESSETH:**

**WHEREAS**, in furtherance of the objectives of, and pursuant to, the Oklahoma Urban Redevelopment Law, 11 O.S., 38-101 et seq, the Seller is carrying out urban renewal activities in an area known as the **[PROJECT AREA]** Sector, (hereinafter called "Project Area") for which an Urban Renewal Plan, approved by the Board of Commissioners of the City of Tulsa, as subsequently amended, and as it may hereafter be amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the content, hereinafter called "Urban Renewal Plan"; and,

**WHEREAS**, in furtherance of the objectives of, and consistent with the Land Use classification(s) as delineated in PlaniTulsa, the 2010 Tulsa Comprehensive Plan, the Seller is carrying out redevelopment activities for commercial and residential real property located within the area encompassed by and in accordance with the Urban Renewal Plan; and,

**WHEREAS**, a copy of PlaniTulsa, the 2010 Tulsa Comprehensive Plan, and the Urban Renewal Plan, as constituted on the date of this Contract for Sale of Land for Private Redevelopment (hereinafter called "Contract") has been filed in the office of the City Auditor of the City of Tulsa, Oklahoma; and

**WHEREAS**, the Seller has offered to sell, and the Purchaser is willing to purchase certain real property (more particularly described in Schedule "A" annexed hereto and made a part hereof), hereinafter called "the Property", and to redevelop the Property for and in accordance with the uses specified in the PlaniTulsa 2010 Tulsa Comprehensive Plan and in the Urban Renewal Plan for the City of Tulsa and the provisions of this Contract.

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



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**SECTION 1. PURCHASE PRICE**

Subject to all the terms, covenants, and conditions of this Contract, the Seller agrees to sell the Property to the Purchaser and the Purchaser will purchase the Property from the Seller and pay the sum of *[PURCHASE PRICE]* Dollars and 00/100 (*\$XXX.00*), (hereinafter called the "Purchase Price") to be paid at time of Closing in cash, by certified check or by such check as shall be satisfactory to the Seller simultaneously with delivery of the Deed conveying said Property to the Purchaser. Failure of Purchaser to tender payment at the Closing or failure of Seller to deliver the Deed shall constitute an event of default.

**SECTION 2. CONVEYANCE OF PROPERTY**

(a) Form of Deed. The Seller shall convey to the Purchaser title to the Property by Special Warranty Deed, (hereinafter called "Deed"). Such conveyance and title shall, in addition to the condition subsequently provided for in Section 14 (c) hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to such easements as it shall have been necessary, pursuant to the Unity Heritage Sector are plan and covenants, for the Seller to dedicate or grant, or shall be necessary at the time of the conveyance for the Seller to reserve for itself or for future dedication or grant, for sewers, drains, water and gas distribution lines, electric, telephone and telegraph installations, right-of-way and access, and other public utilities and facilities. The Purchaser shall not construct any building or other structure on, over or within the boundary lines of any easement.

(b) Closing -Time and Place for Delivery of Deed. A closing shall be conducted within thirty (30) days after such time as Seller and Purchaser shall have performed and complied with all the terms and provisions of Section 4 and 5 hereof, or on such earlier date as the parties hereto may mutually agree in writing ("Closing"). Seller shall, at the Closing, deliver the Deed and possession of the Property to the Purchaser and Purchaser shall pay the purchase price to Seller. Failure of a party to agree to schedule a closing within the time provided above or to participate in a scheduled Closing shall constitute an event of default.

(c) Apportionment of Current Taxes and Assessments. Ad valorem taxes and real property assessments, if any, shall be pro-rated between the parties as of the date of Closing. The portion of the ad valorem taxes or real property assessments, if any, on the Property which has accrued as of the date of Closing shall be borne by the Seller.

(d) Recordation of Deed. The Deed shall be promptly filed for recordation among the land records of Tulsa County, Oklahoma. The Purchaser shall pay all costs for so recording the Deed.

(e) Abstract and Title Examination. Within thirty (30) days after execution of this Contract by the parties, the Seller, shall furnish the Purchaser an Abstract of Title certified to date showing good and marketable title vested in the Seller. The Purchaser shall then have thirty (30) days in which to examine the title and furnish the Seller written notice of any objections. The Seller shall then have sixty (60) days, or such additional time as may be agreed on by the parties in which to correct said objections. Marketability of title shall be based on the title standards of the Oklahoma Bar Association. In the event objections are not cured by Seller in the time provided or otherwise agreed upon by the parties, this Contract shall terminate with the good faith deposit being promptly returned to Purchaser. Seller agrees to take all reasonable steps necessary to cure any objections or title defects. If Seller is unable to clear such objections or defects, then Purchaser may elect to cancel and terminate the contract, upon which event Seller shall refund to Purchaser the Good Faith Deposit and shall have no further obligation or liability to Purchaser.

(f) Title Curative. Seller shall be responsible for the cost of recording any title curative documents.

(g) Closing Costs. Seller shall pay cost to obtain Abstract of Title and all fees and expenses of Seller's legal counsel in connection with the preparation of this Contract and Closing. Purchaser shall pay the costs for the Title Commitment, Owner's Title Insurance Policies, and mortgage tax and all fees and expenses of Purchaser's legal counsel in connection with the preparation of this Contract and Closing. Seller and Purchaser shall share equally in the costs of closing fees. All other costs shall be borne as set forth in this Contract or, if not addressed herein, in accordance with local custom.

### **1. SECTION 3. GOOD FAITH DEPOSIT**

(a) Amount. The Purchaser has, prior to or simultaneously with the execution of the Contract by the Seller, delivered to the Seller, a good faith deposit of cash or a certified check satisfactory to the Seller in the amount of [GOOD FAITH DEPOSIT] Dollars and 00/100 (\$XXX.00), equal to five percent (5%) of the Purchase Price of the Property, (hereinafter called "Deposit") as security for the performance of the obligations of the Purchaser to be performed prior to the return of the Deposit to the Purchaser, or its retention by the Seller as liquidated damages in the event of a breach by the Purchaser as identified in Sections 1, 2, 5, 6 and/or 14 of this Contract, the parties stipulating that the damages to accrue to Seller upon the default of Purchaser would be difficult and impracticable to determine with reasonable certainty.

(b) The Deposit shall be held by the Seller until issuance of a Certificate of Completion of Purchaser's project as provided for in Sections 6 and 7 hereof. In those instances where no



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construction is contemplated or where planned construction has only a nominal value, the Seller may, at its option, apply the Deposit toward the Purchase Price at time of Closing.

(c) Retention by Seller. Upon termination of the Contract through breach by Purchaser of Sections 1, 2, 5, 6 and /or 14 of this Contract, default as herein provided, the Deposit shall be retained by the Seller as and for liquidated damages. In the absence of any such breach by Purchaser and/or a return to Purchaser as provided in subsections 2 (e), 3 (d), 6 (b) or 14 (e), the Purchaser authorizes Seller, upon issuance of the Certificate of Completion, to retain from the Deposit, in an amount not to exceed Two Thousand Dollars (\$2,000.00), any customary, normal and reasonable fees, charges and expenses incurred by Seller in the verification of the completion of the Project in conformity with the Construction Documents and in the issuance of the Certificate of Completion with the remaining balance to be paid to Purchaser by Seller.

(d) Return to Purchaser. Upon termination of the Contract as provided in subsections 2 (e), 4 (b), 6 (b) and 14 (e) the Deposit shall be returned to the Purchaser by the Seller.

**SECTION 4. PHYSICAL AND ENVIRONMENTAL CONDITION**

(a) Environmental Conditions. **The Seller makes no warranty, expressed or implied, concerning any adverse environmental conditions, drainage problems, or any hidden or unapparent conditions of the Property including, without limitation, subsurface conditions such as remnants of structures or facilities, storage tanks and/or contaminants discharged or leaked therefrom. The Seller will not be responsible for any such conditions that may exist, or for any engineering or testing that might be required to discover whether such conditions exist. Except as otherwise provided herein, the Property is to be sold in “AS IS” condition and the Seller will not be responsible for any adverse environmental conditions, drainage problems, subsurface conditions (including without limitation rock, foundations, storage tanks or any other hidden or unapparent conditions) upon, in or under the Property, if any, that may exist, nor for any other engineering or testing that might be required to discover whether such conditions exist.**

(b) The Purchaser at its sole election, cost and expense, shall have seventy-five (75) days following the date of the execution of this Contract by both parties in which to perform “due diligence”, to examine and inspect the Property and conduct such engineering, soil and environmental studies as it shall deem appropriate. If the examination, inspection or studies of the Property reveal any condition or information that the Property, in Purchaser’s sole opinion, is not suitable for its intended use, the Purchaser shall notify Seller in writing within the time period specified above that Purchaser elects not to purchase the Property and elects to terminate the Contract, in which event this Contract shall terminate, the Seller shall, within 30 days thereafter



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reimburse to the Purchaser the full amount of the Good Faith Deposit the Purchaser had paid to the Seller in satisfaction of Section 3(a) of this Contract and neither party shall have any further obligation to the other except as to the repair, indemnity and hold harmless obligations of Purchaser to Seller set forth in Section 4(c).

(c) The Purchaser shall repair any damages to the Property caused by any such engineering, soil and environmental studies, shall restore the Property to its previous condition as near as practicable and shall indemnify and hold Seller harmless from and against any and all liability, loss, cost, expense and damage caused to or incurred by Seller with respect to the Property by any intentional or negligent acts or omissions of Purchaser (or its agents or representatives) in connection with any of the activities provided for in Section 4 (b).

(d) Seller shall, within ten (10) days of the Effective Date, provide Purchaser with copies of any soil or boring reports, environmental studies, hydrological studies or traffic studies in the possession of Seller related to the Property; provided that the parties expressly agree and acknowledge that **Seller makes no representations nor warranties of any type as to the accuracy or condition of the Property as described or depicted in any such information provided by Seller to Purchaser.**

**SECTION 5. PLANS, SPECIFICATIONS, FINANCIAL DOCUMENTATION AND PROJECT REQUIREMENTS**

(a) SCHEMATIC PLAN PHASE.

(1) The time within which the Purchaser shall submit its "Schematic Plans" for the construction of a building and associated improvements for use as a **[BUILDING TYPE]** redevelopment project to the TDA for approval shall be no later than **ninety (90) days** from the date of execution of this Contract by the parties. For the purpose of this section "Schematic Plans" shall be defined as that term is described and defined by the AIA and shall include all drawings, specifications and other plans for the proposed redevelopment as customarily included within such definition. Such "Schematic Plans" shall be in sufficient scope and detail to enable Purchaser to identify the character, placement, content and minimum program requirements of the Project in relation to the Project.

(2) The TDA shall, within forty-five (45) days from the date of submission of the Schematic Plans, approve, revise and resubmit to Purchaser on an approved as noted basis or reject the said schematic plans and notify the Purchaser in writing of its action.

(3) In any event, the time within which the Purchaser shall submit Schematic Plans which conform to the requirements of the Urban Renewal Plan and are approved by the TDA shall be no later than Ninety (90) days after the date the Purchaser receives written notice from the TDA of the TDA's first rejection, or revision and re-submission, of the original Schematic Plans submitted to it by the Purchaser.

(4) The time within which the TDA may reject, or revise and resubmit, any change in the schematic plans, as not approved by the TDA, shall be no more than forty-five (45) days after the date of the TDA's receipt of notice of such change.

(5) In the event the TDA fails to act within the time frame specified in (2) and (4) above, or if the Purchaser accepts any revision by TDA on an "approved as noted" basis, then the Purchaser's Schematic Plans shall automatically be deemed approved without recourse by the TDA.

(6) After approval of the Schematic Plans by TDA, Purchaser shall not make any substantial revision or amendment to such Schematic Plans without the written approval of TDA. For purposes of this subsection, "substantial revision or amendment" shall mean any decrease in the location, use, and appearance of the redevelopment project and/or any change by more than 5% of the scale, area and/or minimum program requirements of each component use of the redevelopment project as the Schematic Plans previously submitted to and approved by TDA's Board of Commissioners.

(b) CONSTRUCTION DOCUMENT PHASE:

(1) The time within which the Purchaser shall submit its "Construction Documents" (as that term is defined by the AIA) for the Project to the TDA for approval by the TDA shall be no later than **one hundred twenty (120) days** from the date of Purchaser's receipt of Seller's written approval of the Schematic Design Development Plans as described in Section 5(a). For the purpose of this section, Construction Documents shall include all drawings, specifications, and landscape plans. Such "Construction Documents" shall be in sufficient scope and detail to enable Purchaser to finalize construction financing Contracts, obtain construction permits from the applicable departments of City of Tulsa and to commence construction of the Project improvements.

(2) The TDA shall, within forty-five (45) days from the date of submission of the Construction Documents, either approve, revise and resubmit to Purchaser on an approved as noted basis or reject the said plans and notify the Purchaser in writing of its action.

(3) In any event, the time within which the Purchaser shall submit Construction Documents which conform to the requirements of the Urban Renewal Plan and are approved by the TDA shall be no later than ninety (90) days after the date the Purchaser receives written notice from the TDA of the TDA's first rejection, or revision and re-submission of the original Construction Documents submitted to it by the Purchaser.

(4) The time within which the TDA may reject any change in the Construction Documents, as not approved by the TDA, shall be no more than forty-five (45) days after the date of the TDA's receipt of notice of such change.

(5) In the event the TDA fails to act within the time frame specified in (2) and (4) above, or if the Purchaser accepts any revision by TDA on an "approved as noted" basis, then the Purchaser's Construction Documents shall automatically be deemed approved without recourse by the TDA.

(6) After approval of the Construction Documents by TDA, Purchaser shall not make any substantial revision or amendment to such Construction Documents without the written approval of TDA. For purposes of this subsection, "substantial revision or amendment" shall mean any change in the location, use, and appearance of the redevelopment project and/or any decrease by more than 5% of the scale, area, minimum program requirements of the Construction Documents previously submitted to and approved by TDA's Board of Commissioners.

(c) CONSTRUCTION FINANCIAL DOCUMENTATION PHASE :

(1) The time within which the Purchaser shall submit its "Construction Financial Documentation" for the Project to the from the date of Purchaser's receipt of Seller's written approval of the Construction TDA for approval by the TDA shall be no later than thirty (30) days Documents Plans as described in Section 5(b). For the purpose of this section, "Construction Financial Documentation" shall include all contracts, commitments, financing agreements, promissory notes, mortgages, equity participation agreements, partnership agreements, joint venture or joint interest agreements, investment account balances, financial statements or other evidence of financial assets of or including Purchaser as TDA shall reasonably request which, in the reasonable discretion and opinion of TDA, demonstrate the ability of Purchaser to pay for and complete construction of the Project in accordance with the Construction Documents approved by TDA.

(2) The TDA shall, within forty-five (45) days from the date of submission of the construction financial documents, approve, revise and resubmit or reject the said construction financial documents and notify the Purchaser in writing of its action.



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(3) In any event, the time within which the Purchaser shall submit construction financial documents for approval by the TDA shall be no later than ninety (90) days after the date the Purchaser receives written notice from the TDA of the TDA's first rejection, or revision and re-submission, of the original construction financial documents submitted to it by the Purchaser.

(4) The time within which the TDA may reject any change in the construction financial documents, as not approved by the TDA, shall be no more than forty-five (45) days after the date of the TDA's receipt of notice of such change.

(5) In the event the TDA fails to act within the time frame specified in (2) and (4) above, then the Purchaser's construction financial documents shall automatically be deemed approved without recourse by the TDA.

(d) MINIMUM PROJECT REQUIREMENTS FOR REDEVELOPMENT PROJECT

(1) The redevelopment project to be constructed by Purchaser shall be composed of **[DETAILED PROJECT DESCRIPTION]** redevelopment project (the "Project"). The minimum project requirements of the Project are to be substantially similar to the conceptual description for the Project submitted to TDA's Board of Commissioners in **[PROJECT SUBMISSION DATE]**.

(2) Purchaser agrees that the redevelopment project to be constructed by it upon the Property shall, as minimum project requirements, include the following:

(i) **[SPECIFICS OF PROJECT PLAN, INCLUDING # OF UNITS, TOTAL & UNIT SQ.FT.]**

(ii) In full compliance with all applicable laws, statutes, ordinances in effect at the time of any such redevelopment, and

(iii) Have received the approval of all applicable government agencies, including City of Tulsa.

(3) Purchaser must conduct at least one public community meeting to be held in a public forum to gather feedback from the adjacent neighborhood. The community meeting must be publicly advertised on multiple outreach channels. Community engagement activities can occur concurrently with any anticipated rezoning timeline but must be completed before any scheduled Board of Adjustment hearing.

**SECTION 6. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION**



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(a) The construction of the improvements referred to in Section 5 shall be commenced in any event within **one hundred eighty (180) days** after the date of the Closing and delivery of the executed Deed by Seller to Purchaser and receipt of all necessary building permits and shall be completed within **(XX) months** after date of commencement of construction. The Purchaser agrees for itself, its successors, and assigns to promptly begin and diligently complete the redevelopment of the Property through the construction of the improvements thereon, and that the construction shall in any event be begun and completed within the period specified, it being intended and agreed, that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the Seller, and enforceable by the Seller against the Purchaser and its successors and assigns. Purchaser may request an extension of the time within which to commence construction for delay caused by or resulting from factors beyond its reasonable control, which extension shall not be unreasonably denied by Seller.

(b) In the event, for any reason construction permits are denied or not timely issued within the time required for Purchaser to commence construction provided above, Purchaser may elect to re-convey the Property to Seller free of any liens, assessments or encumbrances and terminate this Contract. Upon such re-conveyance, Purchaser shall provide Seller with an abstract of title to the Property showing merchantable title in Purchaser and Seller shall have 30 days within which to examine title and make any title requirements. Within 30 days of approval of title as merchantable, Seller shall pay the Purchase Price and the Good Faith Deposit to Purchaser after deduction of the cost of preparation of title documents, title examination and other costs incurred by Seller in the re-conveyance of the Property. Nothing in Section 6(b) should be construed so as to supersede the language of Section 13 of the Contract.

(c) During the period between conveyance of the Property and commencement of construction, Purchaser shall be responsible for and pay the cost of maintenance, mowing and general upkeep of the Property.

## **SECTION 7. CERTIFICATE OF COMPLETION**

Promptly after completion of the construction of the improvements in accordance with this Contract, and upon written notification from the Redeveloper that the work has been completed and Seller's confirmation of said completion, the Seller will furnish the Purchaser with a Certificate of Completion so certifying. The certification by the Seller shall be a conclusive determination of satisfaction and termination of the covenants in the Contract and the Deed with respect to the obligations of the Purchaser and its successors and assigns to construct the improvements and the dates for the beginning and completion thereof, including without limitation those covenants, conditions and remedies set forth in Section 14 and Section 15 of this Contract. The certification shall be in such form as will enable it to be recorded in the Tulsa County land records. Completion shall be measured by the City of Tulsa issuing a Certificate of Occupancy



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for structure(s) constructed upon the Property. Such Certificate of Occupancy shall be conclusive of Completion.

**SECTION 8. RESTRICTIONS ON USE**

The Purchaser agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser for itself, and its successors and assigns, that the Purchaser and its successors and assigns shall:

(a) Devote the Property only to and in accordance with the land use, controls and restrictions specified in the PlaniTulsa 2010 Tulsa Comprehensive Plan and/or the Urban Renewal Plan, and applicable codes of the City of Tulsa, said uses being: **the construction and occupation of a [BUILDING TYPE] project. Said use to conform to the Zoning and Property Restrictions as delineated in the Zoning Code, City of Tulsa, Oklahoma.**

(b) Not discriminate upon the basis of race, color, religion, sex, sexual orientation, age, national origin or handicapped status in the sale, lease or rental or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof in violation of any applicable statute, ordinance, rule or regulation.

**SECTION 9. COVENANTS: BINDING UPON SUCCESSOR IN INTEREST: PERIOD OF DURATION**

It is intended and agreed, and the Deed shall so expressly provide that the covenants provided in Sections 6, 8, 10 and 12 shall be covenants running with the land binding to the fullest extent by law and equity for the benefit and in favor of, and enforceable by the Seller, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in subsection (b) of Section 8, against the Purchaser, its successors and assigns, and any party in possession of or occupancy of the Property or any part thereof. It is further intended and agreed that the covenant provided in subsection (a) of Section 8 shall remain in effect from the date of the Deed until the period specified or referred to in the Urban Renewal Plan or until such date thereafter to which it may be extended by proper amendment to the Urban Renewal Plan, on which date, as the case may be, such covenant shall terminate. The terms "uses specified in the Downtown Master Plan, the PlaniTulsa 2010 Tulsa Comprehensive Plan and/or the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan or similar language, in this Contract shall include the land and all buildings and other



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requirements or restrictions of the Downtown Master Plan, the PlaniTulsa 2010 Tulsa Comprehensive Plan and/or the Urban Renewal Plan pertaining to such land.

**SECTION 10. PROHIBITION AGAINST TRANSFER OF PROPERTY**

(a) Except as otherwise provided herein, the Purchaser has not made or created, and will not, prior to the completion of the improvements as certified by the Seller, make or suffer to be made any sale, assignment, conveyance, lease or transfer in any other form of or with respect to this Contract, the Property, or ownership interest, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the Seller; provided, however, that any transfer of an ownership interest in the Purchaser or the Property shall not require prior written approval of the Seller so long as Purchaser (collectively and without alteration of their current manager(s), ownership and membership in the case of the limited liability companies) retains a Controlling Interest in a Controlling Entity of the Purchaser or the Property. In the event of any conveyance of title and/or an ownership interest by the Purchaser, both the Purchaser and the transferee shall be jointly responsible for completion of the redevelopment Project in accordance with the terms of this Contract. Prior to any such conveyance or transfer by Purchaser, the Seller, Purchaser and transferee shall enter into an amendment of this Contract acknowledging and accepting such conditions.

(b) As used herein, “Controlling Interest” means Fifty One Percent (51%) or more of the ownership interest in the Property or in a Controlling Entity.

(c) As used herein, “Controlling Entity” means an entity which owns: (i) a general partnership interest in the Purchaser (if the Purchaser is a partnership or a joint venture), (ii) a manager’s interest in the Purchaser or a Controlling Interest of the ownership or membership in the Purchaser (if the Purchaser is a limited liability company), or (iii) a Controlling Interest of any class of voting stock of the Purchaser (if the Purchaser is a corporation).

(d) The prohibition against transfer of the Property set forth in this Section 10 shall lapse and terminate upon the issuance of the Certificate of Completion. In such event, the Purchaser shall no longer be restricted by this Contract in the subsequent transfer of the Property.

**SECTION 11. LIMITATION UPON ENCUMBRANCE OF PROPERTY**

Prior to the completion of the Project as certified by the Seller, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purpose of obtaining up to a loan from a commercial bank for the funds



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necessary to build and construct the Project as approved in the Design Document Phase, such funds being to be used as follows:(a) funds only to the extent necessary for actual hard costs expended in on-site construction of the Project (exclusive of soft costs, including but not limited to, financing, planning, architect, legal, engineering, consultant and/or permitting fees and other similar costs and expenses) and (b) the sum of the Purchase Price paid by Purchaser for the Property.

An additional exception to any such limitation upon encumbrance of the Property shall apply to any home loan or other mortgage by and to a buyer of any individual lot and single-family residence following completion of construction by Purchaser and any second lien mortgage to Seller to secure a down payment assistance loan as provided in Section 18 below.

**SECTION 12. MORTGAGEE NOT OBLIGATED TO CONSTRUCT**

Notwithstanding any of the provisions of this Contract, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Contract (including any holder who obtains title to the property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other parties who thereafter obtains title to the property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Contract to construct or complete the construction; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this Section or any other Section or provision of the Contract shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses, or improvements permitted in the Urban Renewal Plan and this Contract.

**SECTION 13. ENFORCED DELAY IN PERFORMANCE**

Neither the Seller nor the Purchaser, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the preparation of the property for redevelopment or the commencement and completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence (such as, but not limited to, adverse weather which prohibits construction, delay in receipt of construction materials and labor shortages and delays within the construction permitting process with the City of Tulsa). The time for the performance of the obligations shall be extended for the period of each delay on a cumulative basis, as determined mutually and in writing by Seller and Purchaser. The party seeking the extension shall request it in writing of the other party within thirty (30) days after the beginning of each enforced



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delay. The parties agree that requested extensions as referred to herein shall not be unreasonably denied.

**SECTION 14. REMEDIES**

(a) In General. Except as otherwise provided in this Contract, in the event of any default in or breach of the Contract, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or 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.

(b) Prior to Conveyance. In the event that prior to the conveyance of the Property to Purchaser, the Purchaser assigns or attempts to assign this Contract or any rights hereunder, except as provided for in Sections 10 and 11 hereof or fails to pay the purchase price when required by the terms hereof, then this Contract may, at the option of the Seller, be terminated by the Seller and the deposit retained by the Seller as liquidated damages.

(c) Revesting Title in Seller Upon Happening of Event Subsequent to Conveyance to Purchaser. In the event that subsequent to conveyance of the Property or any part thereof to the Purchaser and prior to completion of construction of the improvements as certified by the Seller:

(1) The Purchaser (or successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the nature and dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within ninety (90) days, (one hundred and eighty (180) days if the default is with respect to the date for completion of construction of the Improvements) after written demand by the Seller to do so; or

(2) The Purchaser (or successor in interest) shall fail to pay any appropriate or legally imposed real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Contract, or shall suffer any levy or attachment to be made, or any materialmen's lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Seller made for such payment, removal, or discharge, within ninety (90) days after written demand by the Seller to do so; or

(3) There is, in violation of this Contract, any transfer of the Property or any part thereof, and such violation shall not be cured within sixty (60) days after written demand by the Seller to the Purchaser,

Then, and in any such event, the Seller shall have the right to immediately re-enter and take possession of the Property, and to terminate, without further or additional notice, this Contract and re-vest in the Seller) the estate conveyed to the Purchaser, it being the intent of this provision, together with other provisions of this Contract, that the conveyance of the Property to the Purchaser shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default, failure, or violation, or other action or inaction by the Purchaser specified in subdivisions (a), (b), and (c) of this Section 14, failure on the part of the Purchaser to remedy, end or abrogate such default, failure, violation, or action or inaction, within the period and in the manner stated in the subdivisions, the Seller, at its option, may declare a termination in favor of the Seller of title, and all right, title, and interest in and to the Property conveyed by the Deed to the Purchaser, and any assigns or successors in interest to and in the property, shall revert to the Seller: Provided, that such condition subsequent and any re-vesting of title as a result thereof in the Seller shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (a) the lien of any mortgage authorized by this Contract, and (b) any right or interest provided in the Contract for the protection of the holder of such mortgage. In addition to the right of re-entry and re-vesting of title provided for in the preceding sentence, upon the occurrence of a default, failure or violation by the Purchaser as specified in said sentence, the Seller shall also have the right to retain the deposit as liquidated damages.

(d) Other Rights and Remedies; No Waiver by Delay. The Seller shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purpose of this Section 14, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded, a written declaration of the termination of all rights, title and interest of the Purchaser, and (subject to such mortgage liens and leasehold interests as provided in Section 15 hereof), its successors in interest and assigns, in the Property, and the re-vesting of title hereto in the Seller: Provided, that any delay by the Seller in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 14 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Seller should not be constrained so as to avoid the risk of being deprived of or limited in exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Seller with respect to any specific default by the Purchaser under this Section be considered or treated as waiver of the rights of the Seller with respect to the particular default except to the extent specifically waived in writing.

(e) Return of Good Faith Deposit: If one of the following two events occur, namely if (1) Seller does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date for closing, as provided in this Contract, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Purchaser: or if (2) the Purchaser shall, after preparation of Construction Plans satisfactory to the Seller, furnish evidence satisfactory to the Seller that it has been unable, after and despite diligent effort for a period of ninety (90) days after approval by the Seller of the Construction Plans, to obtain mortgage financing pursuant to Paragraph 5(f) for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the Purchaser shall, after having submitted such evidence and if so requested by the Seller, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success, then the Contract shall, at the option of the Purchaser, be terminated by written notice thereof to the Seller, and, the Good Faith Deposit returned to the Purchaser. In the event Purchaser elects to terminate the Contract pursuant to this Subsection 14 (e), then and in that event neither the Seller nor the Purchaser shall have any further rights against or liability to the other under the Contract. Nothing contained herein shall require the Purchaser to accept Mortgage financing which, in its opinion, is beyond its ability to service and financially perform.

(f) Termination of Right to Re-Acquire. Any right of Seller to reacquire the Property and any prohibition against transfer shall terminate upon the Seller's issuance of the Certificate of Completion.

**SECTION 15. RESALE OF RE-ACQUIRED PROPERTY: DISPOSITION OF PROCEEDS**

Upon the re-vesting in the Seller of title to the Property or any part thereof as provided in subdivision (c) of Section 14, the Seller shall use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 14 set forth and provided) as soon and in such manner as the Seller shall find feasible and consistent with the objectives of applicable law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the construction or rehabilitation of the improvements or such other improvements in their stead as shall be satisfactory to the Seller and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property the proceeds thereof shall be applied as soon as reasonably feasible:

(a) First, to reimburse the Seller, on its own behalf or on behalf of the City, for all reasonable costs and expenses incurred by the Seller, including, but not limited to, salaries of

personnel directly involved in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller 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 (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the County assessing official as would have been payable if the property were not so exempt) and any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of re-vesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, 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 any part thereof; and any amounts otherwise owing the Seller by the Purchaser and its successors or transferee; and

(b) Second, to reimburse the Purchaser, its successors or transferee, up to the amount equal to (1) the sum of the Purchase Price paid by it for the Property (or allocable to any part thereof), and (2) the cash actually expended by Purchaser for hard costs incurred for on-site construction of the Project (exclusive of soft costs, including but not limited to, financing, planning, architect, legal, engineering, consultant and/or permitting fees and other similar costs and expenses) performing hard costs of construction of the Project on the Property or part thereof; LESS AND EXCEPT from said sum, any gains or income withdrawn or made by Purchaser from the Contract or the Property. Any balance remaining after such reimbursement shall be retained by the Seller as its Property.

(c) Contemporaneously with any reimbursement made to Purchaser by Seller as provided in this Section 15, Seller shall provide Purchaser with a written accounting statement in reasonably sufficient detail to disclose to Purchaser the accounting basis for the amount reimbursed to Purchaser. Furthermore, upon written request by Purchaser, Seller shall cooperate in a reasonable manner in the provision of such additional information to Purchaser as shall be reasonably necessary for a complete disclosure sufficient to enable Purchaser to fully understand the disposition of proceeds under this Section 15.

**SECTION 16. CONFLICT OF INTEREST: SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

(a) No Commissioner, member, official, counsel or employee of the Seller shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official or employee participate in any decision relating to this Contract which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly,



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interested. No Commissioner, member, official, counsel or employee of the Seller shall be personally liable to the Purchaser or any successor in interest, in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Contract.

(b) No officer, director, manager, member, trustee, employee or donor of Purchaser shall be personally liable to the Seller, or any successor in interest, in the event of any default or breach by the Purchaser or for any amount which may become due to the Seller or successor or on any obligation under the terms of this Contract.

**SECTION 17. PROVISIONS NOT MERGED WITH DEED**

No provision of this Contract is intended to or shall be merged by reason of any Deed transferring title to the Property from the Seller to the Purchaser or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

**SECTION 18. SPECIAL PROVISIONS**

No special provisions are required upon delivery of the Deed.

**SECTION 19. ADVERTISING**

(a) The Purchaser agrees for itself, its successors and assigns, that during construction and thereafter, the Purchaser and its successor and assigns, shall include in any printed or published advertising for the sale of the Property, a statement to the effect (1) that the Property is open to all persons without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, national origin or handicapped status and (2) that there shall be no discrimination in public access and use of the Property to the extent that it is open to the public.

(b) Lead Based Paint Use in Residential Structures. The Purchaser agrees to comply with the regulations issued by the secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures under-going federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

(c) At the request and expense of the Seller, Purchaser shall allow Seller to install a sign on the Property detailing Seller’s involvement in the redevelopment of the Property, provided the consent of Purchaser is first obtained, which consent shall not be unreasonably



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withheld. The sign shall remain attached to the Property only during the period of construction and shall not exceed 25” x 45” in size.

**SECTION 20. NOTICES AND DEMANDS**

A notice, demand, or other communication under the Contract by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail postage prepaid, return receipt requested or delivered personally; and

(a) In the case of the Purchaser, is addressed to or delivered personally to the Purchaser at:

*[DEVELOPER NAME]*  
Attn: *[PERSON OF CONTACT]*  
*[ADDRESS 1]*  
*[ADDRESS 2]*  
Email: *[EMAIL ADDRESS]*

With a copy to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) In the case of the Seller, is addressed to or delivered personally to:

**Tulsa Development Authority**  
Attn: Nia James  
100 S. Cincinnati Ave, Suite 6  
Tulsa, OK 74103  
Email: [nia@partnertulsa.org](mailto:nia@partnertulsa.org)

With a copy to:  
The Hartley Law Firm, PLLC  
Attn: Jot Hartley, TDA General Counsel  
15 E. 5<sup>th</sup> Street, Suite 3800  
Tulsa, OK 74103



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or at such other address with respect to either such party as that party may from time to time designate in writing and forwarded to the other as provided in this Section.

**SECTION 21. EQUAL EMPLOYMENT OPPORTUNITY**

The Redeveloper, for itself and its successors and assigns, agrees that all undertaking receiving any form of Federal assistance shall during the construction of the Improvements provided for in the Contract that:

(b) The Purchaser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or handicapped status. The Purchaser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, age, national origin or handicapped status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause.

(c) The Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of the Purchaser, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, national origin or handicapped status.

(c) The Purchaser, when applicable, will send to each labor union or representative of workers with which the Purchaser has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Seller's commitments under Section 202 of Executive Order 11246 of September 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) All Purchasers, where construction consists of more than four dwelling units and the total cost of construction exceeds \$1,000,000, shall be required to maintain in such Purchaser's files a written Affirmative Action Program indicating the means and methods by which the Purchaser shall implement the provisions of Executive Order No. 11246 of September 28, 1965, and Title VI of Civil Rights Act of 1964, and Executive Order No. 11063. All Purchasers, when construction costs exceed one million dollars, shall be required to submit to the Seller a written copy of their Affirmative Action Program.



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(e) The Purchaser will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Purchaser's books, records and accounts by the Seller, the Secretary of Housing and Urban Development and the Secretary of Labor of purposes of investigation to ascertain with such rules, regulations and orders.

(f) In the event of the Purchaser's noncompliance with nondiscrimination clauses of this Section, or with any of the said rules, regulations or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Purchaser may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Purchaser, when applicable, will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the insertion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Purchaser will take such action with respect to any construction contract, subcontract or purchase order as the Seller or the Department of Housing and urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Purchaser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Seller or the Department of Housing and Urban Development, the Purchaser may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:", and the term "Purchaser" shall be changed to "Contractor".

**SECTION 22. COUNTERPARTS**

This Contract is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Seller has caused this Contract to be duly executed in its name and behalf by its Chairman and its seal to be hereunder duly affixed and attested by its



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Secretary, and the Purchaser has signed and sealed, if applicable, the same on or as of the day and year first above written.

APPROVED:

TULSA DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Jot Hartley, General Counsel

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Dated: \_\_\_\_\_

“SELLER”/”TDA”

*[DEVELOPER NAME]*

\_\_\_\_\_

By: *[AUTHORIZED SIGNATOR, TITLE]*

Dated: \_\_\_\_\_

“PURCHASER”



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**Attachment "A"**

**To Contract of Sale**

**Seller – Tulsa Development Authority**

**Buyer – *[DEVELOPER NAME]***

Dated \_\_\_\_\_, 202\_.

**LEGAL DESCRIPTION**

*[LEGAL DESCRIPTION]*



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**EXHIBIT D**

**Elevation Survey and Floodplain Determination Letter**  
*(Attached to following pages)*

**ELEVATION CERTIFICATE**

**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: <u>Tulsa Development Authority</u> A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>721 South Troost Avenue</u>	Policy Number: _____ Company NAIC Number: _____
City: <u>Tulsa</u> State: <u>OK</u> ZIP Code: <u>74120</u>	
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>Part of Lots 11&amp;12, Block 1, PARK DALE AMENDED, as described in Warranty Deed recorded as Document (continued)</u>	
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>Residential</u>	
A5. Latitude/Longitude: Lat. <u>36.150641</u> Long. <u>-95.968336</u> Horiz. Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983 <input type="checkbox"/> WGS 84	
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).	
A7. Building Diagram Number: <u>1B</u>	
A8. For a building with a crawlspace or enclosure(s): a) Square footage of crawlspace or enclosure(s): <u>N/A</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of each enclosed area? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u> d) Total net open area of non-engineered flood openings in A8.c: <u>0</u> sq. in. e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): <u>0</u> sq. ft. f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.	
A9. For a building with an attached garage: a) Square footage of attached garage: <u>N/A</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of the attached garage? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u> d) Total net open area of non-engineered flood openings in A9.c: <u>0</u> sq. in. e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): <u>0</u> sq. ft. f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.	
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION	
B1.a. NFIP Community Name: <u>Tulsa, City of</u> B1.b. NFIP Community Identification Number: <u>405381</u>	
B2. County Name: <u>Tulsa</u> B3. State: <u>OK</u> B4. Map/Panel No.: <u>40143C0240</u> B5. Suffix: <u>L</u>	
B6. FIRM Index Date: <u>09/12/2024</u> B7. FIRM Panel Effective/Revised Date: <u>10/16/2012</u>	
B8. Flood Zone(s): <u>X</u> B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>N/A</u>	
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: <input type="checkbox"/> FIS <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input checked="" type="checkbox"/> Other: <u>See comments</u>	
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____	
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA	
B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

# ELEVATION CERTIFICATE

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Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

721 South Troost Avenue

City: Tulsa

State: OK

ZIP Code: 74120

**FOR INSURANCE COMPANY USE**

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

## SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction

\*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: ADS 2016-18

Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929  NAVD 1988  Other: \_\_\_\_\_

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used?

Yes  No

If Yes, describe the source of the conversion factor in the Section D Comments area.

Check the measurement used:

a) Top of bottom floor (including basement, crawlspace, or enclosure floor):

706.4

feet  meters

b) Top of the next higher floor (see Instructions):

N/A

feet  meters

c) Bottom of the lowest horizontal structural member (see Instructions):

N/A

feet  meters

d) Attached garage (top of slab):

N/A

feet  meters

e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area):

N/A

feet  meters

f) Lowest Adjacent Grade (LAG) next to building:  Natural  Finished

702.4

feet  meters

g) Highest Adjacent Grade (HAG) next to building:  Natural  Finished

704.2

feet  meters

h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:

N/A

feet  meters

## SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No

Check here if attachments and describe in the Comments area.

Certifier's Name: John Libby

License Number: PLS 1806

Title: President

Company Name: White Surveying Company

Address: 9936 East 55th Place

City: Tulsa

State: OK

ZIP Code: 74146

Telephone: (918) 663-6924

Ext.: \_\_\_\_\_

Email: john@whitesurvey.com

Signature: \_\_\_\_\_

Date: 10/15/2024



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

A3: No. 2017008334, in the office of the County Clerk, Tulsa County, Oklahoma

B10: City of Tulsa Elm Creek Regulatory Elevation 705.4' NAVD 1988 (Floodplain Determination attached)

C2: ADS 2016-18. 5/8" rebar with 3" aluminum cap. NAVD 1988 elevation 746.030 (Control Data Sheet attached)

C2e, C2h: N/A Vacant Lot

# ELEVATION CERTIFICATE

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City: Tulsa

State: OK

ZIP Code: 74120

## FOR INSURANCE COMPANY USE

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

### SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction

\*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: \_\_\_\_\_  feet  meters  above or  below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: \_\_\_\_\_  feet  meters  above or  below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: \_\_\_\_\_  feet  meters  above or  below the HAG.

E3. Attached garage (top of slab) is: \_\_\_\_\_  feet  meters  above or  below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: \_\_\_\_\_  feet  meters  above or  below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown The local official must certify this information in Section G.

### SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

# ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:  
721 South Troost Avenue

City: Tulsa State: OK ZIP Code: 74120

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Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

### SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

- G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a.  A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.
- G2.b.  A local official completed Section H for insurance purposes.
- G3.  In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4.  The following information (Items G5–G11) is provided for community floodplain management purposes.
- G5. Permit Number: \_\_\_\_\_ G6. Date Permit Issued: \_\_\_\_\_
- G7. Date Certificate of Compliance/Occupancy Issued: \_\_\_\_\_
- G8. This permit has been issued for:  New Construction  Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G11. Variance issued?  Yes  No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_

NFIP Community Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

# ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

721 South Troost Avenue

City: Tulsa

State: OK

ZIP Code: 74120

**FOR INSURANCE COMPANY USE**

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

## SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). **Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.**

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom \_\_\_\_\_  feet  meters  above the LAG floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is:

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next \_\_\_\_\_  feet  meters  above the LAG higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is:

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

Yes  No

## SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

**ELEVATION CERTIFICATE**  
**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**  
**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:  
 721 South Troost Avenue

City: Tulsa State: OK ZIP Code: 74120

**FOR INSURANCE COMPANY USE**

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One

Photo One Caption: Looking Southeast across property

Clear Photo One



Photo Two

Photo Two Caption: Looking Northeast across property

Clear Photo Two

**ELEVATION CERTIFICATE**  
**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**  
**BUILDING PHOTOGRAPHS**

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:  
721 South Troost Avenue

City: Tulsa State: OK ZIP Code: 74120

**FOR INSURANCE COMPANY USE**

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption:

Clear Photo Three

Photo Four

Photo Four Caption:

Clear Photo Four



CUSTOMER CARE CENTER: (918) 596-2100  
STORMWATER DESIGN: (918) 596-9498

**WATER AND SEWER**  
Engineering Design

## FLOODPLAIN DETERMINATION INFORMATION

CASE ID# **101000158476**

Date Received: **9/24/2024**

Name: **JOHN LIBBY** Phone: **N/A** FAX/Email: **john@whitesurveying.com**

Mailing Address/Zip: **9936 E 55TH PL**

Property Address: **721 S TROOST AVE E** Parcel No.: **31175930618900**

Legal: Lot (s): **PRT 11 & 12** Block: **1** Subdivision: **PARK DALE AMD**

Section/Township/Range: **06 / 19 / 13**

The City of Tulsa provides floodplain information as a public service for the betterment and understanding of floodplain management. It should be realized that floodplains, as presently defined, are subject to periodic change as new data becomes available.

The City of Tulsa regulates drainage sensitive areas and two defined floodplains: (1) the Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) which designates flood zones as "AE", "AO", "A", "X"; and (2) the City of Tulsa's Regulatory Map, which delineates properties "IN" or "OUT" of the designated 1% floodplain. The Federal Maps limit the scope of study to approximately 640 acres of drainage area and existing runoff conditions. The City of Tulsa Regulatory maps extend the limit of study to 40 acres of drainage area and ultimate urbanization runoff conditions. Therefore, a property may be in flood zone "X", but within the Regulatory Floodplain.

Drainage Sensitive Areas (DSA) are defined as areas outside a regulatory floodplain which is subject to flooding during the one percent or greater chance of flooding to calculated depths of 6" or greater where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may not be evident. Such flooding is characterized by ponding or sheet flow.

## WATERSHED AND FLOODPLAIN DATA

Property in a FEMA Regulated Floodplain: **OUT** Base Flood Elevation: **N/A** **NAVD 1988**

Property in a FEMA Floodway: **NO**

Property in a Repetitive Loss Area: **NO**

Property has historically flooded: **NO**

FIRM Flood Zone: **X** FIRM Panel: **40143C0240** Suffix: **L** Date: **10/16/2012**

Zone "AE", "AO", "A". Areas of 1% annual chance flood (Special Flood Hazard Area) \*. Zone "X". Areas outside 1% annual chance flood.

Zone Designations are according to the Federal Flood Insurance Rate Maps – Community number 405381 – Firm index dated May 2, 2019.

A Repetitive loss Area is an area that has at least one structure covered under a FEMA National Flood Insurance Policy (NFIP) and had at least two (2) paid losses of more than \$1,000.00 each in any ten (10)-year period.

Property in a City Regulatory Floodplain: **IN** City Regulatory Elevation: **705.4'** **NAVD 1988**

Property in a City Drainage Sensitive Area: **OUT** City Drainage Sensitive Area Elevation: **N/A** **NAVD 1988**

Creek Basin: **ELM CREEK** MDP: **EL** Date: **2018** NSP: **37** Date: **2021** Atlas Page: **2**

Comments:

Completed By: **HUYCKE, PATRICK** Date Completed\*\*: **9/25/2024**

City Regulatory Floodplain information is according to best available data.

**\*FEDERALLY REGULATED LOANS ON PROPERTIES LOCATED IN A SPECIAL FLOOD HAZARD AREA REQUIRE FLOOD INSURANCE.**

Flood insurance is available to all residents in Tulsa. For more information, contact your insurance agent.

\*\*Determination is valid for a period of 180 days or until a FEMA and/or City of Tulsa regulatory product is revised and adopted.

NOTE: This Federal Flood Zone determination is based on the Flood Insurance Rate Map for the City. This letter does not imply that the referenced property will or will not be free from flooding damage. A property not in a Special Flood Hazard Area may be damaged by a flood greater than that predicated on the FIRM or from a local drainage problem not shown. This letter does not create liability on the part of the City of Tulsa, or any officer or employee thereof, for any damage that results from reliance on this determination

## CONTROL DATA

Station Name: 2016-18

City: Tulsa

County: TULSA

State: OK

FGDC GEOSPATIAL POSITIONING ACCURACY STANDARDS (95% CONFIDENCE, CM)

TYPE:	HORIZONTAL:	ORTHOMETRIC:	SURVEY METHOD:
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NETWORK ACCURACY:			
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LOCAL ACCURACY:	1.0	2.0	GPS
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**Distances & Directions To Prominent Reference Marks**

Reference Point	Direction	Distance(feet)
RP#1 WATER METER	N86°W	59.17
RP#2 SIGN	S43°E	30.11
RP#3 LIGHT POLE	N79°E	49.47

NAD83 (2011) EPOCH: 2010.00 Grid Data	Coordinates (U.S. Survey Feet)	Plane Azimuth Angle (Convergence)
---	-----------------------------------	--------------------------------------

State: OKLA. Zone: NORTH Code: 3501	N 424128.682 E 2571530.671	01° 12' 20"
---	-------------------------------	-------------

**Description of Monument:**

5/8" REBAR - 3" ALUMINUM CAP - FLUSH, STAMPED 2016-18, SET IN CONCRETE POST  
36" IN GROUND

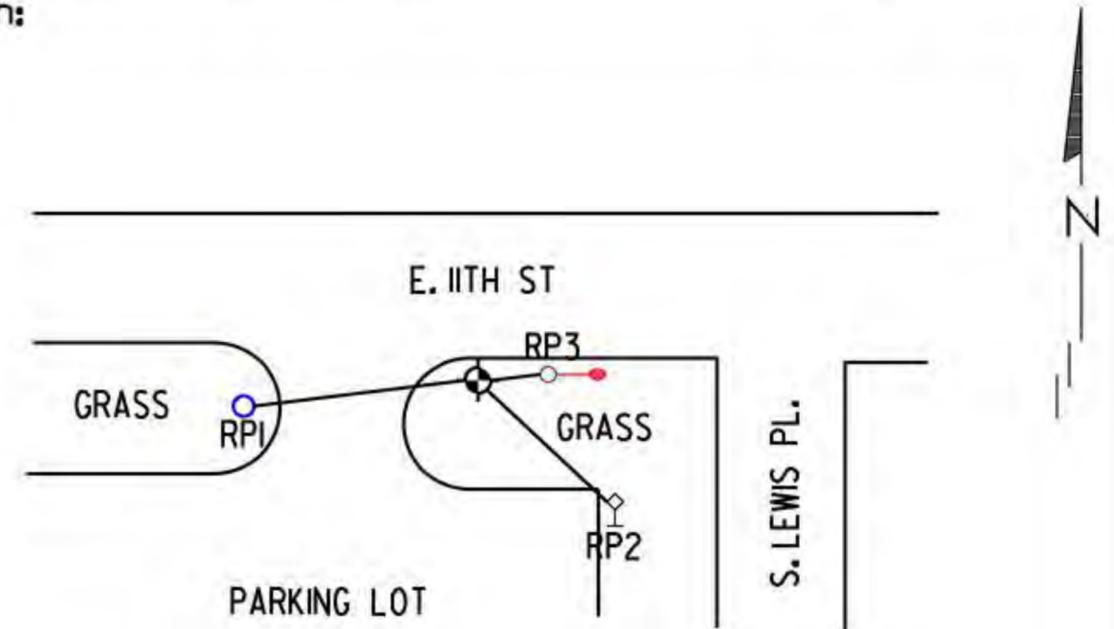
Combined Scale Factor:	0.9999143944	GEOID:
------------------------	--------------	--------

Metric Conversion Factor:	3.28083333333	I2A
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Geodetic Data	Position NAD83 (2011)		ELEV(FEET)
	Latitude 36° 08' 51.73685"	North	NAVD 1988
	Longitude 95° 57' 26.50424"	West	746.030



**Field Sketch:**



**Station History:**

Date	Survey	Crew
06/09/2016	Monumented/ GPS Observation	ES/RT/RG
08/24/2016	GPS Observation	ES/CY/RT

**Surveyed by:**

Heartland Surveying & Mapping, PLLC  
600 Emporia St., Suite 'C', Muskogee, OK 74401 - Tel. 918-682-7796

**ELEVATION CERTIFICATE**

**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: <u>Tulsa Development Authority</u> A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>721 South Troost Avenue</u>	Policy Number: _____ Company NAIC Number: _____
City: <u>Tulsa</u> State: <u>OK</u> ZIP Code: <u>74120</u>	
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>Part of Lots 13&amp;14, Block 1, PARK DALE AMENDED, as described in Warranty Deed recorded as Document (continued)</u>	
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>Residential</u>	
A5. Latitude/Longitude: Lat. <u>36.150525</u> Long. <u>-95.968339</u> Horiz. Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983 <input type="checkbox"/> WGS 84	
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).	
A7. Building Diagram Number: <u>1B</u>	
A8. For a building with a crawlspace or enclosure(s): a) Square footage of crawlspace or enclosure(s): <u>N/A</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of each enclosed area? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u> d) Total net open area of non-engineered flood openings in A8.c: <u>0</u> sq. in. e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): <u>0</u> sq. ft. f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.	
A9. For a building with an attached garage: a) Square footage of attached garage: <u>N/A</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of the attached garage? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>0</u> d) Total net open area of non-engineered flood openings in A9.c: <u>0</u> sq. in. e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): <u>0</u> sq. ft. f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.	
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION	
B1.a. NFIP Community Name: <u>Tulsa, City of</u> B1.b. NFIP Community Identification Number: <u>405381</u>	
B2. County Name: <u>Tulsa</u> B3. State: <u>OK</u> B4. Map/Panel No.: <u>40143C0240</u> B5. Suffix: <u>L</u>	
B6. FIRM Index Date: <u>09/12/2024</u> B7. FIRM Panel Effective/Revised Date: <u>10/16/2012</u>	
B8. Flood Zone(s): <u>X</u> B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>N/A</u>	
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: <input type="checkbox"/> FIS <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input checked="" type="checkbox"/> Other: <u>See comments</u>	
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____	
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA	
B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

# ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 721 South Troost Avenue	<b>FOR INSURANCE COMPANY USE</b>
City: <u>Tulsa</u> State: <u>OK</u> ZIP Code: <u>74120</u>	Policy Number: _____
	Company NAIC Number: _____

## SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

- C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
\*A new Elevation Certificate will be required when construction of the building is complete.
- C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.  
Benchmark Utilized: ADS 2016-18 Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929  NAVD 1988  Other: \_\_\_\_\_

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used?  Yes  No

If Yes, describe the source of the conversion factor in the Section D Comments area.

Check the measurement used:

- |   |              |  |
|---|--------------|--|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor):  | <u>706.5</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| b) Top of the next higher floor (see Instructions):   | <u>N/A</u>   | <input type="checkbox"/> feet <input type="checkbox"/> meters            |
| c) Bottom of the lowest horizontal structural member (see Instructions):  | <u>N/A</u>   | <input type="checkbox"/> feet <input type="checkbox"/> meters            |
| d) Attached garage (top of slab):   | <u>N/A</u>   | <input type="checkbox"/> feet <input type="checkbox"/> meters            |
| e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area): | <u>N/A</u>   | <input type="checkbox"/> feet <input type="checkbox"/> meters            |
| f) Lowest Adjacent Grade (LAG) next to building: <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Finished              | <u>704.5</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| g) Highest Adjacent Grade (HAG) next to building: <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Finished             | <u>706.2</u> | <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters |
| h) Finished LAG at lowest elevation of attached deck or stairs, including structural support:   | <u>N/A</u>   | <input type="checkbox"/> feet <input type="checkbox"/> meters            |

## SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No

Check here if attachments and describe in the Comments area.

Certifier's Name: John Libby License Number: PLS 1806

Title: President

Company Name: White Surveying Company

Address: 9936 East 55th Place

City: Tulsa State: OK ZIP Code: 74146

Telephone: (918) 663-6924 Ext.: \_\_\_\_\_ Email: john@whitesurvey.com

Signature:  Date: 10/15/2024

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

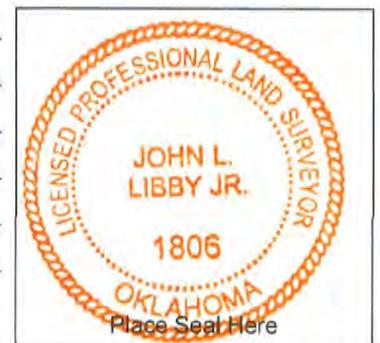
Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

A3: No. 2017008334, in the office of the County Clerk, Tulsa County, Oklahoma

B10: City of Tulsa Elm Creek Regulatory Elevation 705.5' NAVD 1988 (Floodplain Determination attached)

C2: ADS 2016-18. 5/8" rebar with 3" aluminum cap. NAVD 1988 elevation 746.030 (Control Data Sheet attached)

C2e, C2h: N/A Vacant Lot



# ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:  
721 South Troost Avenue

City: Tulsa State: OK ZIP Code: 74120

## FOR INSURANCE COMPANY USE

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

### SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
\*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: \_\_\_\_\_  feet  meters  above or  below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: \_\_\_\_\_  feet  meters  above or  below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: \_\_\_\_\_  feet  meters  above or  below the HAG.

E3. Attached garage (top of slab) is: \_\_\_\_\_  feet  meters  above or  below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: \_\_\_\_\_  feet  meters  above or  below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown The local official must certify this information in Section G.

### SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

# ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

721 South Troost Avenue

City: Tulsa

State: OK

ZIP Code: 74120

## FOR INSURANCE COMPANY USE

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

### SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

- G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a.  A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.
- G2.b.  A local official completed Section H for insurance purposes.
- G3.  In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4.  The following information (Items G5–G11) is provided for community floodplain management purposes.
- G5. Permit Number: \_\_\_\_\_ G6. Date Permit Issued: \_\_\_\_\_
- G7. Date Certificate of Compliance/Occupancy Issued: \_\_\_\_\_
- G8. This permit has been issued for:  New Construction  Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: \_\_\_\_\_  feet  meters Datum: \_\_\_\_\_
- G11. Variance issued?  Yes  No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_

NFIP Community Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

# ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 721 South Troost Avenue	<b>FOR INSURANCE COMPANY USE</b>
City: <u>Tulsa</u> State: <u>OK</u> ZIP Code: <u>74120</u>	Policy Number: _____
	Company NAIC Number: _____

## SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). **Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.**

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom \_\_\_\_\_  feet  meters  above the LAG floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is:

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: \_\_\_\_\_  feet  meters  above the LAG

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?  
 Yes  No

## SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext.: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

**ELEVATION CERTIFICATE**  
**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**  
**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:  
 721 South Troost Avenue

City: Tulsa State: OK ZIP Code: 74120

**FOR INSURANCE COMPANY USE**

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One

Photo One Caption: Looking Northwest across property

Clear Photo One



Photo Two

Photo Two Caption: Looking South along East property line

Clear Photo Two

**ELEVATION CERTIFICATE**  
**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**  
**BUILDING PHOTOGRAPHS**

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:  
721 South Troost Avenue

City: Tulsa State: OK ZIP Code: 74120

**FOR INSURANCE COMPANY USE**

Policy Number: \_\_\_\_\_

Company NAIC Number: \_\_\_\_\_

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Oct 9, 2024 9:29:36 AM  
36.1507N 95.9680W  
231° SW  
South Troost Avenue  
Tulsa, Tulsa County 74120

Photo Three

Photo Three Caption: Looking Southwest across property

Clear Photo Three

Photo Four

Photo Four Caption:

Clear Photo Four



CUSTOMER CARE CENTER: (918) 596-2100  
STORMWATER DESIGN: (918) 596-9498

**WATER AND SEWER**  
Engineering Design

## FLOODPLAIN DETERMINATION INFORMATION

CASE ID# **101000158477**

Date Received: **9/25/2024**

Name: **JOHN LIBBY** Phone: **N/A** FAX/Email: **john@whitesurveying.com**

Mailing Address/Zip: **9936 E 55TH PL**

Property Address: **727 S TROOST AVE E** Parcel No.: **31175930618930**

Legal: Lot (s): **13 & 14** Block: **1** Subdivision: **PARK DALE AMD**

Section/Township/Range: **06 / 19 / 13**

The City of Tulsa provides floodplain information as a public service for the betterment and understanding of floodplain management. It should be realized that floodplains, as presently defined, are subject to periodic change as new data becomes available.

The City of Tulsa regulates drainage sensitive areas and two defined floodplains: (1) the Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) which designates flood zones as "AE", "AO", "A", "X"; and (2) the City of Tulsa's Regulatory Map, which delineates properties "IN" or "OUT" of the designated 1% floodplain. The Federal Maps limit the scope of study to approximately 640 acres of drainage area and existing runoff conditions. The City of Tulsa Regulatory maps extend the limit of study to 40 acres of drainage area and ultimate urbanization runoff conditions. Therefore, a property may be in flood zone "X", but within the Regulatory Floodplain.

Drainage Sensitive Areas (DSA) are defined as areas outside a regulatory floodplain which is subject to flooding during the one percent or greater chance of flooding to calculated depths of 6" or greater where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may not be evident. Such flooding is characterized by ponding or sheet flow.

## WATERSHED AND FLOODPLAIN DATA

Property in a FEMA Regulated Floodplain: **OUT** Base Flood Elevation: **N/A** **NAVD 1988**

Property in a FEMA Floodway: **NO**

Property in a Repetitive Loss Area: **NO**

Property has historically flooded: **NO**

FIRM Flood Zone: **X** FIRM Panel: **40143c0240** Suffix: **L** Date: **10/16/2012**

Zone "AE", "AO", "A". Areas of 1% annual chance flood (Special Flood Hazard Area) \*. Zone "X". Areas outside 1% annual chance flood.

Zone Designations are according to the Federal Flood Insurance Rate Maps – Community number 405381 – Firm index dated May 2, 2019.

A Repetitive loss Area is an area that has at least one structure covered under a FEMA National Flood Insurance Policy (NFIP) and had at least two (2) paid losses of more than \$1,000.00 each in any ten (10)-year period.

Property in a City Regulatory Floodplain: **IN** City Regulatory Elevation: **705.5'** **NAVD 1988**

Property in a City Drainage Sensitive Area: **OUT** City Drainage Sensitive Area Elevation: **N/A** **NAVD 1988**

Creek Basin: **ELM CREEK** MDP: **EL** Date: **2018** NSP: **37** Date: **2021** Atlas Page: **2**

Comments:

Completed By: **HUYCKE, PATRICK** Date Completed\*\*: **9/25/2024**

City Regulatory Floodplain information is according to best available data.

**\*FEDERALLY REGULATED LOANS ON PROPERTIES LOCATED IN A SPECIAL FLOOD HAZARD AREA REQUIRE FLOOD INSURANCE.**

Flood insurance is available to all residents in Tulsa. For more information, contact your insurance agent.

\*\*Determination is valid for a period of 180 days or until a FEMA and/or City of Tulsa regulatory product is revised and adopted.

NOTE: This Federal Flood Zone determination is based on the Flood Insurance Rate Map for the City. This letter does not imply that the referenced property will or will not be free from flooding damage. A property not in a Special Flood Hazard Area may be damaged by a flood greater than that predicated on the FIRM or from a local drainage problem not shown. This letter does not create liability on the part of the City of Tulsa, or any officer or employee thereof, for any damage that results from reliance on this determination

**CONTROL DATA**

Station Name: 2016-18

City: Tulsa

County: TULSA

State: OK

FGDC GEOSPATIAL POSITIONING ACCURACY STANDARDS (95% CONFIDENCE, CM)

TYPE:	HORIZONTAL:	ORTHOMETRIC:	SURVEY METHOD:
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NETWORK ACCURACY:			
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LOCAL ACCURACY:	1.0	2.0	GPS
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Distances & Directions To Prominent Reference Marks

Reference Point	Direction	Distance(feet)
RP#1 WATER METER	N86°W	59.17
RP#2 SIGN	S43°E	30.11
RP#3 LIGHT POLE	N79°E	49.47

NAD83 (2011) EPOCH: 2010.00 Grid Data	Coordinates (U.S. Survey Feet)	Plane Azimuth Angle (Convergence)
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State: OKLA. Zone: NORTH Code: 3501	N 424128.682 E 2571530.671	01° 12' 20"
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Description of Monument:

5/8" REBAR - 3" ALUMINUM CAP - FLUSH, STAMPED 2016-18, SET IN CONCRETE POST  
36" IN GROUND

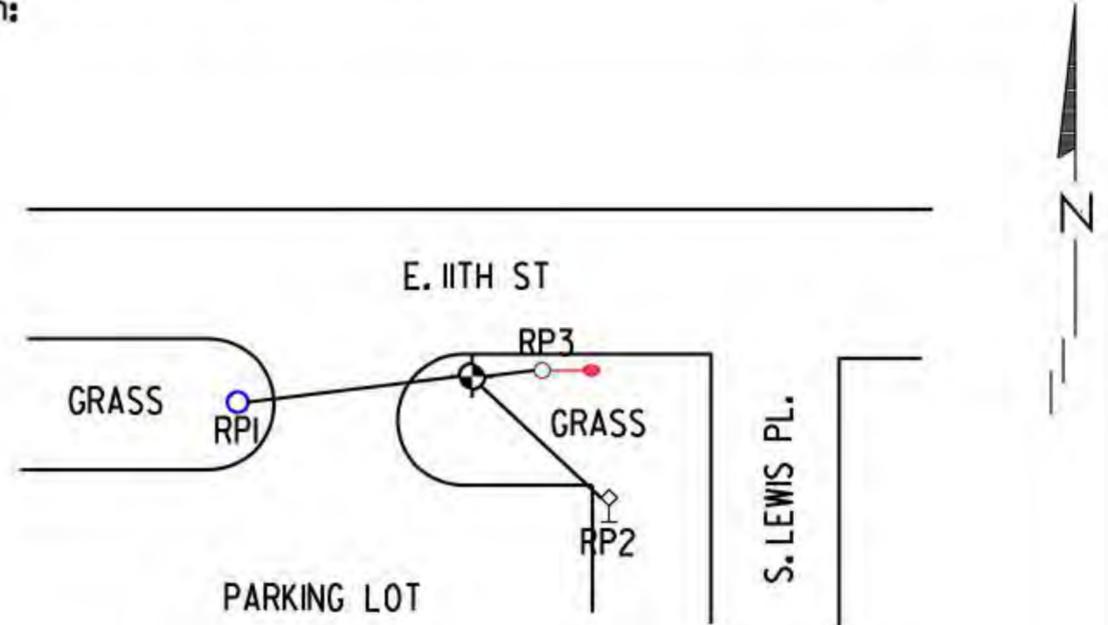
Combined Scale Factor:	0.9999143944	GEOID:
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Metric Conversion Factor:	3.28083333333	I2A
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Geodetic Data	Position NAD83 (2011)		ELEV(FEET)
	Latitude 36° 08' 51.73685"	North	NAVD 1988
	Longitude 95° 57' 26.50424"	West	746.030



Field Sketch:



Station History:

Date	Survey	Crew
06/09/2016	Monumented/ GPS Observation	ES/RT/RG
08/24/2016	GPS Observation	ES/CY/RT

Surveyed by:

Heartland Surveying & Mapping, PLLC  
600 Emporia St., Suite 'C', Muskogee, OK 74401 - Tel. 918-682-7796