

**DEVELOPMENT AND FUNDING
ASSISTANCE AGREEMENT:
UNCOMMON GROUND SCULPTURE PARK**

by and between

**THE CITY OF EDMOND, OKLAHOMA, THE EDMOND PUBLIC WORKS
AUTHORITY, FRENCH FAMILY CHARITABLE FOUNDATION, UNCOMMON
GROUND SCULPTURE PARK, INC., THE PARK CONSERVANCY TRUST and FINE
ARTS INSTITUTE OF EDMOND.**

May _____, 2024

Exhibit A:	Master Plan
Exhibit B:	Project Area Description/Depiction
Exhibit C:	Legal Description – Art & Event Center Tract
Exhibit D:	Legal Description – Sculpture Park
Exhibit E:	Site Plan
Exhibit F:	Loan and Security Agreement
Exhibit G:	Legal Description – Restaurant & Retail Area

DEVELOPMENT AND FUNDING ASSISTANCE AGREEMENT:
UNCOMMON GROUND SCULPTURE PARK

This Development and Funding Assistance Agreement (“Agreement”) is made on or as of this ____ day of _____, 2024 (“Effective Date”), by and among THE CITY OF EDMOND, OKLAHOMA, an Oklahoma municipal corporation (the "City"), THE EDMOND PUBLIC WORKS AUTHORITY, an Oklahoma public trust (the "EPWA"), FRENCH FAMILY CHARITABLE FOUNDATION, an Oklahoma charitable organization (the "Foundation"), UNCOMMON GROUND SCULPTURE PARK, INC., an Oklahoma nonprofit corporation, (together with Foundation, “Donor”), THE PARK CONSERVANCY TRUST, an Oklahoma public trust (the "Conservancy"), and FINE ARTS INSTITUTE OF EDMOND, an Oklahoma charitable organization, or its assigns (“FAI”). The City, the EPWA, the Foundation, Donor, Conservancy, and FAI are each a “Party” and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Donor seeks to undertake a development project (“Uncommon Ground”) originally proposed by the French Family Charitable Foundation (“Foundation”) in 2021, which contemplates the eventual development of approximately sixty two and one half (62.4965) acres of previously undeveloped property generally located on the northwest corner of East 2nd Street and North Coltrane Road in Edmond, Oklahoma (“Project Area”) more specifically set forth on Exhibit B, attached hereto; and

WHEREAS, FAI, in collaboration with Donor, desires to construct a multi-use art center, which includes an event center, gallery spaces, office spaces, and art education classrooms (“Art & Event Center”) in the Project Area; and

WHEREAS, the projected private investment and development, including the construction of the Art & Event Center, and Sculpture Park (collectively, the “Project”), will generate direct and indirect benefits to the City and its citizens, including, among others: increased visitors and tourism, new public facilities, greater economic activity, as well as new sales tax generated from the development of the Project Area; and

WHEREAS, the investment and development, as well as the direct and indirect benefits of the same, will ultimately result in significant revenue for the City and contribute to the quality of life in the community; and

WHEREAS, the City stands to realize significant net direct value from the Art & Event Center and Sculpture Park, as well as from sales tax revenue generated from the further development of the Restaurant & Retail Area and tax revenue generated in other parts of the City as a direct result of the development of the Project; and

WHEREAS, in consideration of the increased tax revenue, it is desirable, appropriate, and in the public interest for the City to provide Development Financing to Donor for the costs of the Infrastructure Improvements up to Ten Million Dollars; and

WHEREAS, Parties desire to establish a framework for repayment or forgiveness of the Development Financing upon completion of construction of the Project; and

WHEREAS, the undertaking of the Project is a complex process, which will require the mutual agreement of the Parties and their timely actions on matters appropriate or necessary for implementation; and

WHEREAS, it is desirable, appropriate, and in the public interest to approve this Agreement to facilitate further development of the Project Area, as defined herein.

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

AGREEMENT

SECTION 1. DEFINITIONS.

For purposes of this Agreement, each of the following terms shall have the meaning set forth in the foregoing recitals and herein, unless otherwise specified or required by context. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the applicable Additional Agreements.

- 1.1** "Additional Agreements" shall mean one or more separate agreements describing the specific terms providing for the implementation and funding related to development, construction, and continued operation and maintenance of the Sculpture Park and Art & Event Center, including, but not limited to: the Operations, Maintenance, and Programming Agreement; Municipal Sales Tax Rebate Agreement; and Loan Documents.
- 1.2** "Approved Plans" shall mean the Master Plan, Site Plan and all amendments to the same agreed to by the Parties.
- 1.3** "Art & Event Center" shall mean the multi-use art center to be owned and occupied by FAI, which includes an event center, gallery spaces, office spaces, and art education classrooms described herein.
- 1.4** "Art & Event Center Tract" shall mean that certain tract of land containing approximately 0.5785 acres, more or less, in the center portion of the Project Area, which will be the site for the Art & Event Center, and more specifically set forth on Exhibit C, attached hereto.
- 1.5** "City" shall mean The City of Edmond, Oklahoma, an Oklahoma municipal corporation, acting by and through its City Council.
- 1.6** "Commencement of Construction" means the accomplishment of all of the following: (i) Donor's satisfaction of all conditions precedent described in Section 11 of this Agreement; (ii) preparation and approval of the Approved Plans, (iii) issuance by all applicable governmental authorities of necessary permits for grading the Project Area (iv)

commencement of grading of the Project Area pursuant to the Approved Plans, and (v) issuance by all applicable governmental authorities of necessary permits for commencement of the above work pursuant to the Approved Plans. In any event, construction of the Project shall commence no later than one hundred twenty (120) days after issuance by City of all necessary permits. (the "**Commencement Date**").

- 1.7** “**Completion of Construction**” means that all of the following have occurred: (i) the Project, including Infrastructure Improvements, all parking and common areas, but excluding construction of the Art & Event Center, have been substantially completed in accordance with the Approved Plans, (ii) a certificate of substantial completion has been issued by the general contractor(s) and architect(s) for the Project, and a copy of such certificate has been delivered to Donor and City, (iii) a final inspection by the City of the work required to substantially complete the Sculpture Park pursuant to the Approved Plans, and written approval thereof delivered to Donor and City, and (iv) the Sculpture Park is fully operational and open for business to the general public. In any event, construction of the Project shall be complete no later than twenty-four (24) months after the Commencement Date (the “**Completion Date**”). For the purpose of this Agreement, the phrase “substantial completion” shall be construed according to the commonly understood meaning and usage within the construction industry.
- 1.8** “**Conservancy**” shall mean the Park Conservancy Trust, an Oklahoma public trust created and established for the benefit of the City.
- 1.9** “**Development Financing**” shall mean the public funds more particularly described in Section 5 provided to Donor in the form of a loan by the City and/or EPWA in the amount of Ten Million Dollars (\$10,000,000) which will be used to assist in funding Infrastructure Improvements for the Project.
- 1.10** “**EPWA**” shall mean the Edmond Public Works Authority, an Oklahoma public trust, acting by and through its Trustees.
- 1.11** “**EVAC**” shall mean the Edmond Visual Arts Commission, which is a public body created by the City for the purpose of administering those certain provisions of Chapters 2.94 and 2.96 of the Edmond Municipal Code relating to acquisition of works of art and display.
- 1.12** “**Infrastructure Improvements**” shall mean the development and performance of the construction of the infrastructure including, without limitation, collector road and parking, trails, side paths, all utilities, lighting, signage, security measures, clearing, grading, paving of parking area adjacent to the Art & Event Center, street construction, sanitary sewer, street and trail lighting, electric utility connections and water distribution, and all related engineering necessary to facilitate the construction of the Sculpture Park, as further described herein.
- 1.13** “**Loan and Security Agreement**” shall mean that certain loan agreement substantially in the form of Exhibit F executed by Donor in favor of City with respect to the Project.

- 1.14** “**Loan Documents**” shall mean the Escrow Agreement, Loan and Security Agreement, Promissory Note and Mortgage evidencing the loan by the City and/or EPWA in the amount of Ten Million Dollars (\$10,000,000) which will be used to assist in funding Infrastructure Improvements for the Project.
- 1.15** "**Master Plan**" shall mean the master plan or plans for development of the property within the Project Area, attached as Exhibit A.
- 1.16** “**Mortgage**” shall mean that certain mortgage document substantially in the form of Exhibit B to the Loan and Security Agreement.
- 1.17** “**Park Endowment**” shall mean a dedicated and permanent endowment fund established by the Donor for the purpose of supporting the continued operations and maintenance of the Sculpture Park.
- 1.18** "**Parties**" shall mean the City, EPWA, Foundation, Donor, Conservancy and FAI.
- 1.19** "**Project**" shall mean the design, funding, and construction of an Art & Event Center and Sculpture Park, as contemplated by the Master Plan, Site Plan and any amendment of the same, within the Project Area, and all other activities contemplated by this Agreement.
- 1.20** "**Project Area**" shall mean, generally, the area identified in the Site Plan and located on the northwest corner of East 2nd Street and North Coltrane Road in Edmond, Oklahoma and more specifically depicted on Exhibit B, attached hereto, which includes the Sculpture Park and the Art & Event Center Tract but excludes the Restaurant & Retail Area.
- 1.21** “**Promissory Note**” shall mean that certain promissory note substantially in the form of Exhibit B to the Loan and Security Agreement.
- 1.22** “**Restaurant & Retail Area**” shall mean that certain tract of land adjacent to, but not a part of the Project Area, which fronts East 2nd Street, and will be the site for a private development of Restaurant & Retail, as more specifically set forth on Exhibit G, attached hereto.
- 1.23** “**Site Plan**” site plan for Uncommon Ground Sculpture Park approved by Edmond City Council on May 22, 2023, less splash pad and pickle ball courts.
- 1.24** “**Sculpture Park**” shall mean the public park constructed on the Sculpture Park Tract and further described in Section 3.1.a of this Agreement and attached hereto as Exhibit E.
- 1.25** “**Sculpture Park Tract**” shall mean that certain tract of land containing approximately fifty three and one half (53.519) acres, more or less, in the Project Area which excludes the Art & Event Center Tract, which will be the site for the Sculpture Park, and more specifically set forth on Exhibit D, attached hereto.

SECTION 2. PURPOSE.

The purpose of this Agreement is to create obligations and objectives of the Parties related to the development and construction of the Project, including the processes for the actions and approvals necessary to achieve the objectives of the Parties with respect to the Project, and a framework for repayment or forgiveness of the Development Financing.

SECTION 3. PROJECT OVERVIEW

3.1 Scope of the Development. Subject to the terms and conditions of this Agreement and any Additional Agreements, Donor and FAI shall cause the Project to be developed and constructed within the Project Area as follows:

- a. Sculpture Park. Donor shall develop and construct a Sculpture Park on the Sculpture Park Tract in conformance with the Site Plan, to include sculptures and installations, park amenities such as playgrounds, dog parks, event lawns, restrooms, and other facilities, but excluding splash pad and pickle ball courts.
- b. Art & Event Center. FAI shall develop and construct an Art & Event Center on the Art & Event Center Tract to include a 12,000 to 15,000 square foot, more or less, event center with gallery spaces, office spaces, and art education classrooms.
- c. Infrastructure Improvements. Donor shall construct all Infrastructure Improvements necessary to service the Project and facilitate the construction of the Sculpture Park and the Art & Event Center, including all earthwork, paving, construction of planned drives, parking facilities, all utilities, sidewalk and landscaping around parking areas.
- d. Restaurant and Retail Area. Donor shall pursue all opportunities to market, lease or sell the commercial tracts within the Restaurant & Retail Area to a third party. All net proceeds of the sale or lease will be donated to the Park Endowment by Donor.
- e. Road Improvements. The City will be responsible for all future road improvements including engineering and/or widening along Coltrane and 2nd Street adjacent to the site of the Project Area and/or Restaurant & Retail Area, at no cost to Conservancy, FAI, Donor or Foundation, as identified on the Master Plan, and shall not be considered an Infrastructure Improvement. The adjacent right of way and easement requirements on 2nd Street and Coltrane will be no greater than seventy (70) feet from the center line of the respective section line road. With respect to Coltrane, an encroachment may be placed within the 70' right of way easement until such time the City requests that it be removed.

The City and/or EPWA shall commence or cause the commencement of construction of all road improvements adjacent to the Project Area at the City's discretion and subject to availability of budgeted funds. The City understands and acknowledges that the adjacent road improvements are important to the success of the Project and will prioritize these improvements as such. The Parties understand and acknowledge that the optimization of the Restaurant & Retail Area is in the best interest of the parties for the benefit of the overall development. The City and/or EPWA and Donor agree to work together in good faith to minimize the impact of any right of way requirements beyond the actual area needed for

future improvements to 2nd Street and will work together to accommodate the development of the Restaurant & Retail Area up to and including the right of way area. All Parties acknowledge that road improvements to 2nd Street, being part of State Highway 66, are subject to those timelines, regulations, and requirements of the State of Oklahoma.

- f. Site proof fencing. The Donor shall provide and construct a sight proof fence at the following locations: (a) upon completion of Detention Improvements, on the south and east sides of the Huntwick Detention Area; and (b) on the north and east side of the pump station located near the southwest corner of the Sculpture Park. The cost of the site proof fencing provided for in this Section shall be borne exclusively by City/EPWA and shall not be included in the Development Financing. Ongoing maintenance and replacement of the site proof fencing shall be provided for in the Operations, Maintenance, and Programming Agreement.
- g. Retaining Wall. Beyond the building permit review, Parties acknowledge no further approval is required for the retaining wall along the flood line on the north side of the Restaurant & Retail Area that was previously approved by the Edmond Stormwater Advisory Board and no further approval or engineering analysis of the flood plain is required for the parking located east of the Restaurant & Retail Area.

3.2 Development Commencement Date and Completion Date. Commencement of Construction shall begin on or before the Commencement Date and Donor shall accomplish all aspects of construction of the Infrastructure Improvements and Sculpture Park on or before the Completion Date. The Infrastructure Improvements and Sculpture Park will be completed in one phase and within the time constraints imposed by this Agreement, subject to unavoidable delays or other available extensions, as described in Section 14.15 below.

SECTION 4. PROJECT PLANS.

4.1 Master Plan. The Parties intend that development of the Project within the Project Area will proceed in accordance with the Master Plan. Donor and FAI may modify the Master Plan as necessary to facilitate development consistent with Scott Howard's final landscape architecture plan.

The Parties acknowledge that the Master Plan is conceptual in nature and is not intended to constitute rigid requirements. Rather it is meant to describe the intended conceptual development of the Project, and the Parties acknowledge that such plans will evolve over time as development proceeds. The Parties agree to proceed in good faith in proposing and adopting amendments to the Master Plan as necessary to address evolving conditions, all consistent with the intent to assure a development of the nature described in the Master Plan.

Notwithstanding the provisions of this Agreement or Additional Agreements, changes to the Master Plan necessitating amendments to the Site Plan may require approval of an amended site plan as required by the City of Edmond's Code of Ordinances.

4.2 Site Plan. Donor has previously submitted a Site Plan, attached hereto as Exhibit E, which was reviewed and approved by the City, inclusive of variances, on May 22, 2023. In the event of any change to the Site Plan before Commencement of Construction, Donor shall submit revised plans to the City for review and approval in accordance with the provisions of the City of Edmond's Code of Ordinances. Subject to the terms of this Section 4.2, the Site Plan shall not include the splash pad and pickle ball courts.

SECTION 5. PROJECT FUNDING.

5.1 Financing Assistance. Construction of the Project will be funded primarily from private sources but will require public assistance for implementation. In accordance with the terms of this Agreement and applicable provisions of Additional Agreements, City/EPWA will provide assistance in the form of Development Financing to the Donor to induce and support construction of the Project. Notwithstanding any other provision of this Agreement, in no event shall the total amount of development financing assistance paid to the Donor under this Agreement exceed Ten Million Dollars (\$10,000,000.00) ("Maximum Obligation").

5.2 Loan. On the basis of the representations, warranties, covenants, and obligations of the Donor contained herein and in the Additional Agreements, City/EPWA agrees to provide the Development Financing to Donor in the form of a loan in the amount of Ten Million Dollars (\$10,000,000.00) to facilitate the development of the Project. Within thirty (30) days of Completion of Construction, Donor shall, by written notice to City/EPWA, begin repayment of the Development Assistance or opt to have the Development Financing forgiven by City/EPWA, as more specifically described in the Loan Documents and herein.

5.3 Repayment. Donor shall execute contemporaneously with this Agreement, the Loan Documents setting forth the terms and conditions for repayment of the Development Financing by Donor to City and/or EPWA. The Development Financing shall be evidenced by the Promissory Note in substantially the form as attached to the Loan Agreement and secured by the Mortgage to be executed by Donor in favor of City and/or EPWA.

5.4 Forgiveness. Donor is the record title holder of the Project Area. In lieu of repaying the Development Financing, Donor may choose to donate the Sculpture Park Tract in fee simple to the Conservancy. Upon the date of conveyance of the Sculpture Park Tract to the Conservancy, all repayment obligations of the Donor pursuant to this Agreement and the Loan Documents shall be forgiven by City and/or EPWA Conveyance and Forgiveness Date.

Donor shall, within thirty (30) days of the Completion Date, notify the City and/or EPWA in writing of its intent to choose forgiveness rather than repayment. Donation of the Sculpture Park Tract shall be a condition precedent to City and/or EPWA obligations under the Operations, Maintenance, and Programming Agreement. In the event Donor elects forgiveness rather than repayment, Parties shall work together in good faith to effect conveyance of the Sculpture Park within sixty (60) days of Completion of Construction.

Additionally, in the event of forgiveness, the Donor shall assign management of the Park Endowment to the Conservancy for the continued maintenance and benefit of the Project.

- 5.5 Additional Funds.** All Parties agree it is in the best interest of the Project to seek additional funds from all available sources throughout the life of the Project and the relationship among the Parties with respect to the Project and as such will diligently pursue available grants or funds not specifically contemplated herein.

SECTION 6. RELATIONSHIP OF THE PARTIES.

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

SECTION 7. FAI OBLIGATIONS AND RESPONSIBILITIES

Without limitation of any other obligation under this Agreement, FAI shall:

- 7.1 Additional Agreements.** Execute any Additional Agreements necessary to effectuate the terms of this Agreement.
- 7.2 Art & Event Center Funds.** Implement a capital campaign to secure private funds needed to build the new Art & Event Center in the Project Area and provide the framework of a sustainable financial arrangement for the operation of Art & Event Center and ownership of Art & Event Center Tract.
- 7.3 Art & Event Center Tract Conveyance.** Assume ownership, operational responsibility and management for the Art & Event Center upon conveyance of the Art & Event Center Tract to FAI.

SECTION 8. CITY AND/OR EPWA RIGHTS AND OBLIGATIONS

Without limitation of any other obligation under this Agreement, the City and/or EPWA, whichever is appropriate, shall:

- 8.1 City Liaison.** Assign the “Assistant City Manager of Development Services” as liaison to the Project (“City Liaison”) and ensure all City permits for the Sculpture Park and Art & Event Center are timely secured.
- 8.2 Waiver of Fees.** Waive all permit, building, and inspection fees related to the Project.
- 8.3 Site Plan & Variance Approvals.** Honor all application and variance approvals related to the Site Plan, which were approved by the City prior to the Effective Date. Provided, any changes to the Site Plan requiring approval of an amended site plan shall comply with all applicable section of the Edmond Municipal Code.

- 8.4 Platting.** No platting shall be required for the Project Area, unless the same is required by law.
- 8.5 Lot Split.** Lot split certification or deed certification will be provided by City administratively, if allowed by law, for conveyance of Art & Event Center Tract to FAI.
- 8.6 Road Improvements.** Complete all future road improvements as outlined in Section 3.1.e of this Agreement.
- 8.7 Detention Improvements.** Be responsible for stormwater detention engineering and improvements that serve the Sculpture Park and Art & Event Center, as well as the existing Huntwick neighborhood (“Detention Improvements”) the cost of which shall not be included in the Development Financing. Agree that Huntwick Detention Area, when improved and expanded by City/EPWA, will satisfy all detention requirements for the entire Project Area. The City will be responsible for constructing and maintaining piping to the creek to manage the detention water exiting the detention facility. Additionally, City/EPWA shall clean out the concrete box structure under Coltrane as needed to allow maximum stormwater flow and continue to clean and maintain in clear and operationally functional condition.
- 8.8 Sewer.** Confirm that alternative sewer methods, as allowed by Oklahoma Department of Environmental Quality (“ODEQ”), are permitted with the understanding that the Art & Event Center and Restaurant & Retail Area, Cross Timber’s Camp, Horseshoe Pavilion and Maintenance Barn, as identified on the Master Plan and Site Plan, will be serviced by City of Edmond public sewer.
- 8.9 No Obligation.** City/EPWA is providing financing assistance to the Donor in an effort to facilitate the development and construction of the Project. However, neither the City nor EPWA assume any obligations with respect to the design, development, construction, ownership, operation, or management of the Project prior to the Completion Date and Conveyance of the Sculpture Park Tract to the Conservancy and acceptance of conveyance by Conservancy and City.

SECTION 9. CONSERVANCY OBLIGATIONS AND RESPONSIBILITIES

Without limitation of any other obligation under this Agreement, the Conservancy shall:

- 9.1 Additional Agreements.** In cooperation with FAI and City/EPWA, negotiate and approve Additional Agreements (including, without limitation, all ancillary documents thereto, e.g., the Operations, Maintenance, and Programming Agreement and Loan Documents) where necessary and appropriate to implement the Project. Enter into any necessary contracts on mutually agreeable terms, which shall include the commitments of the Conservancy, to undertake the responsibility to administer such contracts on behalf of the City.

- 9.2 Park Endowment.** Discuss with Foundation and Donor continued development of Park Endowment from proceeds from sale and/or lease of the Restaurant & Retail Area for Sculpture Park operational and maintenance needs.
- 9.3 Public Art Installations.** Coordinate, with EVAC and FAI, the location of all City-owned art installed in the Sculpture Park in accordance with Ch. 2.94 and Ch. 2.96 of the City of Edmond Code of Ordinances. Provide the City/EPWA with the necessary information required to approve permits for any sculptures or miscellaneous improvements installed by EVAC and the Conservancy in the floodplain.
- 9.4 Pedestrian Access.** Communicate and coordinate with City/EPWA and Donor to identify pedestrian access (including ADA) east of Restaurant & Retail Area to provide legal rights to access the Sculpture Park and public art.
- 9.5 Sculpture Park Tract Conveyance.** Coordinate, with all Parties, to transfer ownership of the Sculpture Park Tract from the Donor to Conservancy in the event of forgiveness of the Development Financing pursuant to Section 5.4 of this Agreement.
- 9.6 Conservancy Declaration of Trust.** Recommend to the Edmond City Council that the Declaration of Trust of the Park Conservancy Trust be amended to include the requirement that one Community Trustee shall be appointed by FAI.

SECTION 10. DONOR OBLIGATIONS AND RESPONSIBILITIES

Without limitation of any other obligation under this Agreement, the Donor shall:

- 10.1 Donor's Financial Commitment.** The Donor is the record title holder of the Project Area and agrees to donate the Project Area to the Conservancy and the FAI to facilitate the Project. Additionally, the Donor shall establish the Park Endowment for the continued maintenance and benefit of the Project. The collective financial commitment of the Donor shall not be less than Twenty Million Dollars (\$20,000,000.00), which shall include cash, real estate price of Project Area and Restaurant & Retail Area and all of the following previously acquired and completed work benefiting the Project Area and Restaurant & Retail Area; all architectural and engineering fees previously expended on site plans and buildings to date, excavation, Project Master Plan, Uncommon Ground Site Plan, flood plain plans, site improvements and art purchased for the Sculpture Park.
- 10.2 Park Endowment.** The Donor shall establish the Park Endowment with cash and other assets including but not limited to proceeds from the sale or lease of the Restaurant & Retail Area. The Park Endowment shall be established as a dedicated and permanent source of funding for the purpose of supporting the continued operations and maintenance of the Sculpture Park.
- 10.3** The Park Endowment shall be managed by the Donor. Upon the conveyance of the Sculpture Park Tract to the Conservancy, Donor shall assign management of the Park Endowment to the Conservancy.

- 10.4 Additional Agreements.** Execute any Additional Agreements necessary to effectuate the terms of this Agreement.
- 10.5 Construction.** Donor agrees to cause the design and construction of the Sculpture Park in a safe, good and workmanlike manner, free of faults and defects, and strictly in accordance with the Master Plan, Site Plan, this Agreement, and any Additional Agreements. Donor shall, subject to events of "Force Majeure," commence construction on or before the Commencement Date, and shall prosecute construction of the Infrastructure Improvements and Sculpture Park with all diligence necessary to complete it on or before the Completion Date.
- 10.6 Construction Plans.** Donor shall comply with applicable laws, regulations, rules, codes, and ordinances in the design and construction of the Project.
- 10.7 Construction Period Insurance.** Prior to any construction activity in the Sculpture Park, and at all times during construction (the "Construction Period"), Donor, at its sole cost and expense, shall procure the insurance specified herein.
- a. Public Liability. Comprehensive general liability insurance for bodily injury and property damage with broad form contractual liability coverage and with coverage limits of not less than \$2,000,000 combined single limit, per occurrence and in the aggregate, insuring against any and all liability of the insured with respect to the Project or arising out of the construction, maintenance, use or occupancy thereof.
 - b. Worker's Compensation. Statutory amount of workers' compensation insurance required by the State of Oklahoma for the benefit of Donor's employees, if any.
 - c. Hazard. Insurance covering the Project and insuring Donor against all risks of direct physical loss, subject to standard exclusions reasonably acceptable to City/EPWA, to the extent of one hundred percent (100%) of the full replacement value.
 - d. Professional Liability. Professional liability insurance for all engineer's and architect's errors and omissions with a per occurrence limit of at least \$1,000,000.00 and a general annual aggregate limit of at least \$3,000,000.00.
 - e. Automobile. A policy of automotive liability insurance on all owned, non-owned and hired motor vehicles with a combined single limit for bodily and property damage of not less than \$1,000, 000.00.
 - f. Minimum Standards of Coverage. All policies of insurance provided for herein shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating equivalent to a policyholder's surplus of at least One Hundred Million Dollars as rated in the most current available Best's Insurance Reports and qualified to do business in Oklahoma. All such policies, except workers' compensation,

shall contain cross-liability endorsements and shall name City and EPWA as "additional insureds," as their interests may appear. Executed copies of such policies of insurance or certificates thereof shall be delivered to City/EPWA, and thereafter executed copies of renewal policies or certificates thereof shall be delivered to City/EPWA within ten (10) days prior to the expiration of the term of each such policy. As often as any policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the Donor in like manner and to like extent. All policies of insurance delivered to the City/EPWA must contain a provision that the company writing said policy will give to the City/EPWA ten (10) days' advance written notice of any cancellation, lapse, reduction or other adverse change respecting such insurance. All public liability, property damage or other casualty policies shall be written as primary policies, not contributing with or secondary to coverage which City/EPWA may carry. All insurance required of Donor herein will be satisfied if the contractor/subcontracts, architects and engineers obtain said coverage in relation to their work on the Project.

- g. General Contractor/ Subcontractor Insurance Requirements.** Donor shall ensure its general contractor and its subcontractors procure prior to commencement of any construction work and maintain at all times during construction, the insurance policies required of the Donor as described in subsections a, d, and e of this Section, and shall conform to the requirements of subsection f, except as hereinafter provided. The Commercial General Liability insurance obtained by the general contractor shall include bodily injury and property damage with broad form contractual liability coverage and with coverage limits of not less than \$3,000,000 (\$1,000,000 for subcontractors) combined single limit, per occurrence and in the aggregate, insuring against any and all liability arising out of the construction of the Project.
- h. Failure to Maintain Insurance.** If Donor or its contractor, subcontractors, architects or engineers refuse, neglect, or fail to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the City/EPWA, at its option, may procure or renew such insurance. In such event, Donor shall pay to the City/EPWA all commercially reasonable amounts of money paid therefor by the City/EPWA, together with interest thereon at the rate of 12% per annum, from the date the same were paid by the City to the date of payment thereof by the Donor. Such amounts together with all interest accrued thereon, shall be paid by the Donor within ten (10) days of written notice thereof.

10.8 Site Maintenance During Construction. Donor will ensure that its general contractor and subcontractors keep the Project Area and surrounding area free from accumulation of surplus construction materials, waste materials, or rubbish during construction. At the end of each workday and upon Completion of Construction, the contractors will remove from and about the Project Area all waste materials, rubbish, and construction debris.

10.9 Lien Free Performance. Donor shall not permit any mechanic' s or materialmen' s lien to be filed because of any work, labor, services, materials, or equipment furnished to or for Donor on the Sculpture Park Tract. If any lien is filed, Donor shall take all action necessary

to fully satisfy the lien by bond or otherwise within thirty (30) days after receiving notice of filing the lien. If Donor fails to cause such lien to be discharged, the City/EPWA will have the right, without any obligation, to pay all sums necessary to discharge such lien or claim and require immediate payment from Donor. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or the request of the City/EPWA, express or implied, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of the Sculpture Park Tract, nor as giving Donor any right, power, authority to contract for, or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Sculpture Park Tract.

10.10 Notice of Defects and Deviations. Donor shall notify the City of:

- a. any material defect in any work performed by any of the contractors;
- b. any material deviation from the Approved Plans for the Project;
- c. any material lack of diligence or breach by any of the contractors; and
- d. any signs discovered upon visual inspection which may indicate a possible material defect within five (5) business days after the Donor becomes aware of such material defect, deviation, lack of diligence or breach.

In addition, Donor shall provide City with such reports as City may reasonably request with respect to the progress of the work on the Project.

10.11 Progress of Design, Development, and Construction. Donor shall keep City/EPWA, FAI, and the Conservancy apprised of its progress regarding the design, development and construction of the Project. The City Liaison designated in Section 8.1 of this Agreement shall be the primary point of contact for updates to the City/EPWA and shall be apprised of, and be given the option to attend, all meetings with the Donor's architects, engineers, general contractor, contractors, and subcontractors. Donor shall cooperate with the City and/or EPWA to enable City Liaison to attend all meetings.

10.12 Inspections. City or City Liaison, as defined in Section 8.1 of this Agreement, shall have the right, but not the obligation, to inspect the progress and quality of all work performed by, or under contract with, Donor, FAI, the general contractor, or any contractor in connection with the Project. The failure of the City to inspect the work shall not relieve Donor of its duties under this Agreement. City shall have the right, but not the obligation, to inspect all books, records and information pertaining to the Project including, without limitation, as-built plans and specifications, subcontracts, agreements, shop drawings, permits, entitlements, reports, studies, investigations, inspections, agreements, documentation and correspondence. Donor shall cooperate with the City to enable City Liaison to conduct any visits, inspections and appraisals. Donor shall make available to

City Liaison, with commercially reasonable notice, daily log sheets covering the period since the immediately preceding inspection.

- 10.13 No Discrimination.** Donor shall comply with all governmental requirements prohibiting discrimination by reason of race, color, religion, sex, national origin, or handicap, in the development, construction, use, or occupancy of the Project or any portion thereof.

SECTION 11. CONDITIONS PRECEDENT.

The Project shall be contingent on the actions of the Parties and the further documentation of the Additional Agreements, as necessary, which shall facilitate the Project consistent with the outline set forth below:

- 11.1** Upon execution of this Agreement, the Foundation, Donor, City, EPWA, and Conservancy shall proceed with the necessary commitments and Additional Agreements which shall result in the donation of the Project Area by the Donor to the Conservancy.
- 11.2** Upon the execution of this Agreement, FAI and Conservancy, and Donor shall proceed with necessary Additional Agreements such as a real estate transfer agreement for the conveyance of the Art & Event Center Tract by Donor to FAI.
- 11.3** Upon the contemporaneous execution by Parties of the following Additional Agreements: (1) Operations, Maintenance, and Programming Agreement, (2) Municipal Sales Tax Rebate Agreement, and (3) Loan Documents.

SECTION 12. EVENTS OF DEFAULT AND REMEDIES

- 12.1 Event of Default.** Each of the following occurrences shall constitute an “Event of Default” of a Party under this Agreement:

- a.** Failure or refusal of any Party to perform or comply with any of the terms, obligations, covenants, conditions, or agreements under this Agreement, including, without limitation: (i) to satisfy all conditions precedent and commence construction of the Development on or before the Commencement Date; (ii) to complete construction of the Development on or before the Completion Date; (iii) use of Development Financing funds for an improper expenditure; and (iv) any default of obligations set forth in this Agreement.
- b.** A breach of, or any misrepresentation of, any representation or warranty made by any Party in this Agreement or any Additional Agreement.

- 12.2 Remedies.** Upon the occurrence of an Event of Default, which continues for a period of ninety (90) days or more after written notice by any Party (or for such other period as may be required under the applicable related agreement), the non-defaulting Party or Parties shall first proceed with mediation pursuant to Section 14.7. In the event that Parties are unable to agree to a resolution through mediation, the non-defaulting Party or Parties shall be entitled to seek all legal and equitable remedies available under Oklahoma law,

including termination of this Agreement, specific performance, injunctive relief, and damages. Notwithstanding the foregoing, if the default is of a nature that it cannot be cured within ninety (90) days, such ninety (90) day period shall be extended to allow completion of the cure if a cure shall be undertaken within such ninety (90) day period and prosecuted with diligence thereafter to completion.

- 12.3 Remedies Cumulative; Waiver.** The rights and remedies of the Parties provided by law or by this Agreement shall be cumulative and concurrent, and the exercise of any one or more of any remedies shall not preclude the exercise, whether at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach. No omission or delay on the part of either Party in the exercise of any power, right or privilege hereunder shall be construed to waive such default or Event of Default nor shall any single or partial exercise thereof or of any other right, power or privilege. No delay or omission of either Party to exercise any right, power, or remedy shall constitute acquiescence thereof. All rights and remedies existing under this Agreement and any related agreements are cumulative, and not exclusive of any rights or remedies otherwise available.

SECTION 13. TERMINATION

It is the intent of the Parties that this Agreement continue in full force and effect from the Effective Date through the Conveyance and Forgiveness Date (“Termination Date”). This Agreement may not be terminated prior to the Termination Date unless there is an Event of Default which has not been cured pursuant to Section 12.1 above or by written agreement of all Parties.

SECTION 14. GENERAL PROVISIONS

- 14.1 Consents to and Authority.** All Parties shall have obtained all necessary consents and approvals so that they have full authority to enter into this Agreement and the Additional Agreements.
- 14.2 Conflict of Interest; EPWA Representatives Not Individually Liable.** No official or employee of City or EPWA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are Parties to this Agreement.
- 14.3 No Broker Agreement.** Each Party hereto represents to each other Party that the obligations pursuant to this Agreement have not involved any broker nor is any Party hereto liable for the payment of a brokerage commission in connection with the negotiation of this Agreement. Each Party agrees to indemnify and hold harmless each other Party from any and all liability, loss, claim or expenses arising out of any breach of their respective foregoing representation.

- 14.4 Applicable Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.
- 14.5 Third Parties.** Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-Party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.
- 14.6 Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns to all Parties hereto. This Agreement may not be assigned by any Party without the express written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. The consenting party requesting approval for assignment must give written notice to the other Party or Parties. The consenting party or parties must either accept or reject the assignment within thirty (30) days after receipt of the notice. If the consenting party does not respond within such time, such parties deemed to have consented to the assignment.
- 14.7 Mediation.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the Parties agree, first, to try in good faith to settle the dispute by mediation within thirty (30) days after notice by any Party to the other Party or Parties before resorting to litigation, or any other remedies provided in Section 12.2 herein. In the event the Parties are unable to agree on a mediator, a mediator shall be appointed by a third party administrator. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. During the pendency of any mediation, the Parties shall continue to perform their obligations under this Agreement.
- 14.8 No Partnership or Joint Venture.** This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any Party liable for any of the debts or obligations of any other Party.
- 14.9 Amendment.** This Agreement may only be amended by written agreement of Parties.
- 14.10 Time is of the Essence.** The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.
- 14.11 Formalities and Authority.** The Parties represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

14.12 Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

In the case of FAI:

Fine Arts institute of Edmond
27 E Edwards St.
Edmond, OK 73034
Attn: Shannon Price

In the case of Foundation:

French Family Charitable Foundation
209 French Park Place
Edmond, OK 73034
Attn: Hal French

With a copy to:

Rubenstein & Pitts, PLLC
1503 East 19th Street
Edmond, OK 73013
Attn: Todd A. McKinnis

In the case of Donor:

Uncommon Ground Sculpture Park Inc.
209 French Park Place
Edmond, OK 73034
Attn: Hal French

With a copy to:

Rubenstein & Pitts, PLLC
1503 East 19th Street
Edmond, OK 73013
Attn: Todd A. McKinnis

In the case of Conservancy:

The Park Conservancy Trust
PO Box 1218
Edmond, OK 73083
Attn: Cinda Covell

With a copy to:

City of Edmond
P.O. Box 2970
Edmond, OK 73083
Attn: City Attorney

In the case of City and/or EPWA:

City of Edmond
P.O. Box 2970
Edmond, OK 73083
Attn: City Manager

With a copy to:

City of Edmond
P.O. Box 2970
Edmond, OK 73083
Attn: City Attorney

or to such other address, within the United States, with respect to a Party as that Party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a Party under this Agreement to any other Party under this Section shall be given to each other Party to this Agreement.

- 14.13 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and assigns.
- 14.14 Modifications.** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification or discharge is sought.
- 14.15 Unavoidable Delays.** The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, “unavoidable delays” means beyond the reasonable control of the Party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other Party to this Agreement (for example, a delay in transfer of possession, approval of permits and/or plans, lack of response to requests for information or approval) strikes, labor disputes, pandemics or epidemics, governmental restrictions (including, but not limited to, stay at home orders and similar), court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such Party.
- 14.16 Further Assurances.** Each Party agrees that it will, without further consideration, reasonably execute and deliver such other documents and take such other action, whether prior or subsequent to the Effective Date, as may be reasonably requested by the other Party to consummate more effectively the purposes or subject matter of this Agreement. Additionally, the Parties agree to work together in good faith and in an efficient manner to resolve future issues not addressed by this Agreement.
- 14.17 Attorneys’ Fees.** In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its reasonable expenses, including reasonable attorneys’ and accountants’ fees.
- 14.18 Counterparts.** This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.
- 14.19 Recitals.** The recitals to this Agreement are incorporated herein.
- 14.20 Survival of Covenants.** Except as described below, any of the representations, warranties, covenants, and obligations (including, without limitation, indemnification obligations) of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing for a period of one (1) year following Completion and shall not be merged therein.

14.21 Oklahoma Governmental Tort Claims Act. EPWA's obligations under this Agreement with respect to insurance, indemnity and liability are subject to and shall not constitute a waiver of the protection or limits of liability under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Section 150, *et seq.*

14.22 Construction of this Agreement. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the City, EPWA, Conservancy, Foundation, Donor and FAI, as Parties to this Agreement, have caused this Development Agreement to be duly executed and delivered effective as of the ____ day of May, 2024.

THE CITY OF EDMOND, OKLAHOMA,
an Oklahoma municipal corporation

By: _____
Darrell Davis, Mayor

ATTEST:

Secretary

THE EDMOND PUBLIC WORKS AUTHORITY,
an Oklahoma public trust

By: _____
Darrell Davis, Chairman

ATTEST:

Secretary

THE PARK CONSERVANCY TRUST,
an Oklahoma public trust

By: _____
Randel Shadid, Chairman

ATTEST:

FRENCH FAMILY CHARITABLE FOUNDATION,
an Oklahoma charitable organization

By: _____
Hal French, President

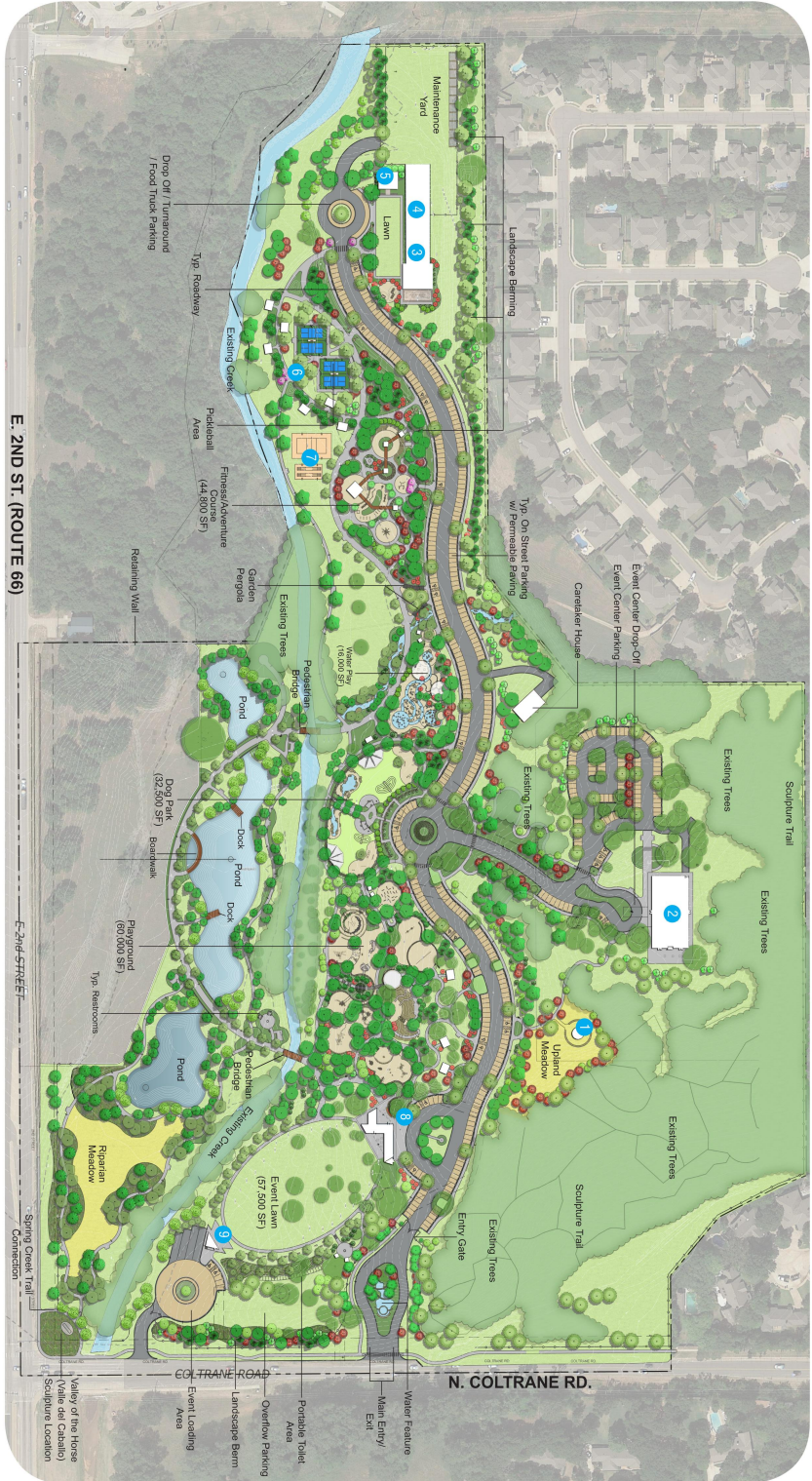
**UNCOMMON GROUND SCULPTURE
PARK, INC.,** an Oklahoma non-profit
corporation

By: _____
Hal French, President

FINE ARTS INSTITUTE OF EDMOND, an
Oklahoma charitable organization

By: _____
_____, President

EXHIBIT A Master Plan



- Legend**
- 1 Birds Nest
 - 2 Glass House/Event Center/Admin
 - 3 Horseshoe Pavilion
 - 4 Maintenance
 - 5 Lawn Pavilion
 - 6 Picnic Grove
 - 7 Volleyball/Horseshoes
 - 8 Cross Timber Camp
 - 9 Tall Grass Stage

THE UNCOMMON GROUND | SCULPTURE PARK



EXHIBIT B
Project Area Description/Depiction



**Uncommon Ground Park
Proposed Site**

E 2nd Street / SH 66

Coltrane Road

COLTRANE



SCALE: 1"= 400'

The City of Edmond disclaims any warranty or merchantability of warranty for fitness of use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.

**Uncommon Ground Park
Location Map**

FINAL PLAT
of

THE UNCOMMON GROUND SCULPTURE PARK

BEING A PART OF THE SE/4 SEC. 30, T14N, R2W, IM,
AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That THE PARK CONSERVANCY TRUST, hereby certifies that they are the owner of, and the only persons, firms or companies having title or interest in and to the land shown on the plat...

They further certify that said streets designated as private streets on said plat are not dedicated to the public use of the community...

Signed by the Trustee this _____ day of _____, 2022.

THE PARK CONSERVANCY TRUST

By: Haji French, Trustee

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
Notary Public

CERTIFICATE OF PLANNING COMMISSION

I, _____ Planning Commission Chair for the City of Edmond, hereby certify that the City of Edmond Planning Commission duly approved the Final Plat of THE UNCOMMON GROUND SCULPTURE PARK, an addition to the City of Edmond, Oklahoma County, Oklahoma as meeting the _____ day of _____, 2022.

Planning Commission Chair

CERTIFICATE OF CITY CLERK

Oklahoma, hereby certifies that I have examined the records of said City and find that all delinquent payments on unreturned installments upon special assessment have been paid in full and that the City of Edmond is in compliance with all applicable laws...

Signed by the City Clerk this _____ day of _____, 2022.

City Clerk

City Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Edmond that the dedication shown on the Final Plat of THE UNCOMMON GROUND SCULPTURE PARK, an addition to the City of Edmond, Oklahoma County, Oklahoma is hereby accepted.

Adopted by the Council of the City of Edmond this _____ day of _____, 2022.

City Clerk

Mayor

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma, show that the title to the land shown on the Final Plat of THE UNCOMMON GROUND SCULPTURE PARK, an addition to the City of Edmond, Oklahoma County, Oklahoma is vested in the City of Edmond, Oklahoma County, Oklahoma as stated on the plat...

In witness thereof, said Bonded Abstractor has caused this instrument to be executed this _____ day of _____, 2022.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
Notary Public

Before me, the undersigned, a notary public in and for said county and state on this _____ day of _____, 2022, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year first above written.

Witness my hand and seal this _____ day of _____, 2022.

My Commission Expires: _____ Notary Public

COUNTY TREASURER'S CERTIFICATE

I, _____ do hereby certify that I am the duly qualified and acting County Treasurer of Oklahoma County and that the tax records of said county show that all taxes for the year 2021 and prior years are paid on the Final Plat of THE UNCOMMON GROUND SCULPTURE PARK, an addition to the City of Edmond, Oklahoma County, Oklahoma as stated on the plat...

In witness thereof said County Treasurer has caused this instrument to be executed this _____ day of _____, 2022.

County Treasurer

County Treasurer

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Matthew Johnson, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the Final Plat of THE UNCOMMON GROUND SCULPTURE PARK, an addition to the City of Edmond, Oklahoma County, Oklahoma, consisting of 3 sheets, represents a correct and true representation of the land shown on the plat and that the plat of survey is an accurate representation of said survey and that all monuments shown hereon actually exist.

I further certify that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Witness my hand and seal this _____ day of _____, 2022.

Matthew Johnson, P.L.S. No. 1807

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public within and for said county and state, personally appeared Matthew Johnson, to me known to be the identical person who executed the within instrument and acknowledged to me that he executed the same as the free and voluntary act and deed.

Witness my hand and seal this _____ day of _____, 2022.

My Commission Expires: _____

My Commission No.: _____ Notary Public

PROPERTY DESCRIPTION

A tract of land being a part of the Southeast Quarter (SE/4) of Section Thirty (30), Township Fourteen North, Range Two West, containing 160.00 acres, more or less, being more particularly described as follows:

Beginning at the Southeast (SE) Corner of said Southeast Quarter (SE/4), said point being the POINT OF BEGINNING;

THENCE North 89°47'57" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 1,458.68 feet;

THENCE North 00°23'23" West, departing said South line, a distance of 480.68 feet;

THENCE South 89°23'59" West, a distance of 203.38 feet;

THENCE South 89°28'37" West, a distance of 103.68 feet;

THENCE South 72°34'37" West, a distance of 104.70 feet;

THENCE North 89°37'37" West, a distance of 100.32 feet;

THENCE South 89°29'06" West, a distance of 107.24 feet;

THENCE North 74°39'31" West, a distance of 103.68 feet;

THENCE North 72°09'39" West, a distance of 104.70 feet;

THENCE North 87°29'19" West, a distance of 100.12 feet;

THENCE North 03°48'13" West, a distance of 165.00 feet;

THENCE North 03°48'13" West, a distance of 110.43 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE North 00°26'30" East, along and with the West line of said Southeast Quarter (SE/4), a distance of 625.20 feet to a point on the South line of the recorded plat HUNTWICK BLOCKS 12-13;

THENCE along and with the South and East lines of said plat HUNTWICK BLOCKS 12-13 the following bearings and distances:

- 1. North 89°35'55" East, a distance of 106.50 feet;
- 2. North 89°24'09" East, a distance of 277.50 feet;
- 3. North 01°14'57" West, a distance of 464.11 feet to a point on the South line of the recorded plat HUNTWICK BLOCKS 1-7;

THENCE along and with the South line of said plat HUNTWICK BLOCKS 1-7 and the South line of the recorded plat HUNTWICK the following bearings and distances:

- 1. North 89°48'17" East, a distance of 976.98 feet;
- 2. South 20°47'57" East, a distance of 58.59 feet;
- 3. South 26°51'21" East, a distance of 135.56 feet;
- 4. South 49°38'42" East, a distance of 102.14 feet;
- 5. North 89°38'57" East, a distance of 160.00 feet to a point on the East line of said Southeast Quarter (SE/4).

THENCE South 00°23'02" East, along and with the East line of said Southeast Quarter (SE/4), a distance of 1,103.68 feet to the POINT OF BEGINNING.

Containing 2,722.347 square feet or 62.4965 acres, more or less.

Base of Bearing Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

This property description was prepared on the _____ day of _____, 2022, by Matthew Johnson, Licensed Professional Surveyor, No. 1807.

FINAL PLAT
of
THE UNCOMMON GROUND
SCULPTURE PARK



Copyright © 2022 Johnson & Associates SHEET 1 OF 3

FINAL PLAT

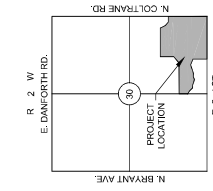
of

THE UNCOMMON GROUND SCULPTURE PARK

BEING A PART OF THE SE/4 SEC. 30, T14N, R2W, 1M,
AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA



BASIS OF BEGINNING
Grid North as established by aerial photo datum
(Oklahoma State Plane North Zone (NAD83))



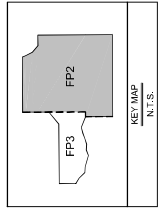
LEGEND:
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
STAT. RW = STATUTORY RIGHT OF WAY
LMA = LIMITS OF NO ACCESS
TPA = TREE PRESERVATION AREA
NR = NOT RADIAL
BL = BUILDING LIMIT LINE
U/E = PUBLIC UTILITY EASEMENT
D & U/E = PRIVATE DRAINAGE & PUBLIC UTILITY EASEMENT
PSPUE = PRIVATE STREET & PUBLIC UTILITY EASEMENT

NOTES:

- All subdivisions within street rights-of-way, and aerial landscaping with the park, shall be installed and maintained by the park trust associated with THE UNCOMMON GROUND SCULPTURE PARK.
- All easels are private and shall be maintained by the park trust associated with THE UNCOMMON GROUND SCULPTURE PARK.

******* NOTE *******
THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE BOARD OF LAND SURVEYORS OF THE STATE OF OKLAHOMA. THE PROFESSIONAL ENGINEER AND LAND SURVEYORS AND THIS FINAL PLAT COMPLY WITH THE REQUIREMENTS AND STATUTES, SECTION 4-109 OF THE OKLAHOMA STATE STATUTES.

- PERUSTED END, 1/4 8/4, 1/4 C/4, UNLESS OTHERWISE NOTED
- DENOTES SET FROM RADIAL UNLESS OTHERWISE NOTED
- DENOTES SET FROM UNLESS OTHERWISE NOTED
- DENOTES SET FROM UNLESS OTHERWISE NOTED



Easement Line Table	Line #	Length	Direction
E1	122.00'	S89°35'31"W	
E2	218.22'	N47°18'12"W	
E3	118.61'	N31°48'17"W	
E4	90.00'	N31°00'00"W	
E5	85.27'	S89°35'31"W	
E6	100.00'	N31°00'00"W	
E7	32.26'	S47°15'32"W	
E8	87.00'	N32°10'27"W	
E9	90.00'	N82°10'27"W	
E10	101.11'	N32°10'27"W	
E11	76.79'	N32°58'24"W	
E12	91.44'	N32°10'27"W	
E13	68.11'	N31°00'00"W	
E14	20.00'	S89°35'31"W	
E15	10.00'	N89°34'32"W	

Easement Curve Table	Curve #	Length	Radius	Exterior	Chord Length	Chord Direction	Delta
C1	62.76'	360.00'	41.24'	82.29'	N79°03'29"W	S72°14'45"	
C2	102.04'	200.00'	38.24'	102.04'	N89°35'31"W	S43°23'24"	
C3	102.04'	200.00'	38.24'	102.04'	N89°35'31"W	S43°23'24"	
C4	164.00'	212.00'	14.32'	164.00'	S48°04'10"W	S30°10'17"	
C5	164.00'	212.00'	14.32'	164.00'	S48°04'10"W	S30°10'17"	
C6	284.42'	269.00'	14.29'	284.42'	N41°46'39"W	S38°52'40"	
C7	284.42'	269.00'	14.29'	284.42'	N41°46'39"W	S38°52'40"	
C8	284.42'	269.00'	14.29'	284.42'	N41°46'39"W	S38°52'40"	
C9	284.42'	269.00'	14.29'	284.42'	N41°46'39"W	S38°52'40"	
C10	284.42'	269.00'	14.29'	284.42'	N41°46'39"W	S38°52'40"	
C11	56.88'	14.00'	30.33'	56.88'	N31°00'00"W	S51°14'31"	
C12	56.88'	14.00'	30.33'	56.88'	N31°00'00"W	S51°14'31"	
C13	56.88'	14.00'	30.33'	56.88'	N31°00'00"W	S51°14'31"	
C14	56.88'	14.00'	30.33'	56.88'	N31°00'00"W	S51°14'31"	
C15	87.13'	50.00'	55.17'	76.00'	S70°01'17"E	S69°08'40"	
C16	87.13'	50.00'	55.17'	76.00'	S70°01'17"E	S69°08'40"	
C17	41.43'	20.00'	33.79'	34.41'	S77°46'59"W	S114°41'47"	
C18	20.86'	10.00'	16.69'	16.69'	S89°04'04"W	S89°52'31"	
C19	58.37'	10.00'	30.31'	57.37'	N31°00'00"W	S39°52'47"	
C20	34.00'	10.00'	15.84'	34.00'	N73°03'29"W	S39°52'47"	
C21	41.19'	10.00'	23.87'	40.19'	S77°03'02"E	S39°52'47"	
C22	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C23	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C24	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C25	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C26	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C27	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C28	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C29	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C30	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C31	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C32	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C33	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C34	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	
C35	10.00'	10.00'	10.00'	10.00'	S89°34'32"E	S39°52'47"	

Curve Table	Curve #	Length	Radius	Exterior	Chord Length	Chord Direction	Delta
C1	312.64'	360.00'	168.00'	302.50'	S79°29'45"E	S89°12'27"	

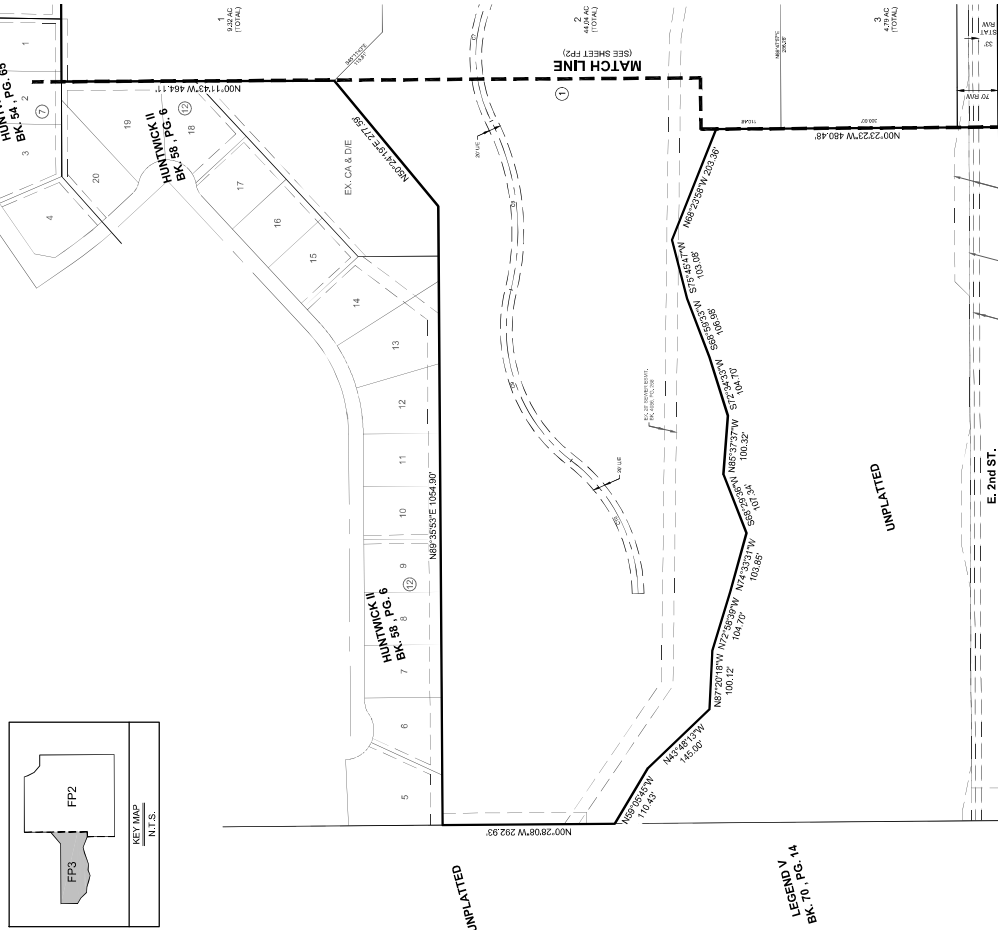
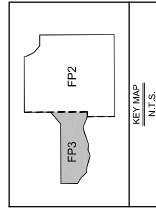
FINAL PLAT
of
THE UNCOMMON GROUND SCULPTURE PARK
Johnston & Associates
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Oklahoma City, OK 73104
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SHEET 2 OF 3

FINAL PLAT
of

THE UNCOMMON GROUND SCULPTURE PARK

BEING A PART OF THE SE/4 SEC. 30, T14N, R2W, 1M,
AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA



Easement Line Table		
Line #	Length	Direction
E1	122.06'	S89°35'31"W
E2	218.22'	N47°18'27"W
E3	178.61'	N32°48'17"W
E4	90.00'	N37°59'52"E
E5	82.77'	S89°35'31"W
E6	122.06'	N47°18'27"W
E7	218.22'	N32°48'17"W
E8	90.00'	N37°59'52"E
E9	82.77'	S89°35'31"W
E10	122.06'	N47°18'27"W
E11	218.22'	N32°48'17"W
E12	90.00'	N37°59'52"E
E13	82.77'	S89°35'31"W
E14	122.06'	N47°18'27"W
E15	218.22'	N32°48'17"W
E16	90.00'	N37°59'52"E
E17	82.77'	S89°35'31"W

- DENOTES FND. 45 BAR W/CAP STAMPED "A84 1484" UNLESS OTHERWISE NOTED
- DENOTES FND. 45 BAR W/CAP STAMPED "A84 1484" UNLESS OTHERWISE NOTED
- △ DENOTES FND. 45 BAR W/CAP STAMPED "A84 1484" UNLESS OTHERWISE NOTED
- △ DENOTES FND. 45 BAR W/CAP STAMPED "A84 1484" UNLESS OTHERWISE NOTED

Easement Curve Table						
Curve #	Length	Radius	Entrant	Chord Length	Chord Direction	Delta
C1	62.76'	362.00'	41.24'	62.76'	N79°03'29"W	52°21'45"
C2	102.04'	200.00'	38.24'	102.04'	N89°35'31"W	64°32'24"
C3	152.04'	212.00'	34.32'	152.04'	N79°03'29"W	64°32'24"
C4	152.04'	212.00'	34.32'	152.04'	S89°35'31"W	64°32'24"
C5	152.04'	212.00'	34.32'	152.04'	S79°03'29"W	64°32'24"
C6	284.22'	262.00'	14.22'	284.22'	N47°18'27"W	68°52'48"
C7	284.22'	262.00'	14.22'	284.22'	S47°18'27"W	68°52'48"
C8	284.22'	262.00'	14.22'	284.22'	N32°48'17"W	68°52'48"
C9	284.22'	262.00'	14.22'	284.22'	S32°48'17"W	68°52'48"
C10	284.22'	262.00'	14.22'	284.22'	N17°59'52"E	68°52'48"
C11	284.22'	262.00'	14.22'	284.22'	S17°59'52"E	68°52'48"
C12	122.06'	700.00'	62.27'	122.06'	N79°03'29"W	52°21'45"
C13	122.06'	700.00'	62.27'	122.06'	S79°03'29"W	52°21'45"
C14	122.06'	700.00'	62.27'	122.06'	N47°18'27"W	52°21'45"
C15	122.06'	700.00'	62.27'	122.06'	S47°18'27"W	52°21'45"
C16	62.76'	362.00'	32.27'	62.76'	S79°03'29"W	68°52'48"
C17	41.43'	200.00'	33.79'	34.41'	S87°46'59"W	118°41'47"
C18	20.86'	100.00'	16.92'	16.92'	S87°46'59"W	68°52'48"
C19	58.37'	100.00'	30.31'	57.37'	N87°03'29"W	68°52'48"
C20	38.00'	100.00'	19.84'	38.00'	N79°03'29"W	68°52'48"
C21	41.50'	100.00'	23.87'	40.10'	S77°03'29"E	68°52'48"
C22	38.00'	100.00'	19.84'	38.00'	S79°03'29"E	68°52'48"
C23	122.06'	700.00'	62.27'	122.06'	N47°18'27"W	52°21'45"
C24	122.06'	700.00'	62.27'	122.06'	S47°18'27"W	52°21'45"
C25	103.74'	200.00'	53.84'	103.16'	N74°48'59"W	60°12'43"
C26	197.47'	200.00'	105.90'	191.16'	N82°45'59"W	58°19'37"
C27	152.04'	200.00'	79.85'	152.37'	S59°45'47"W	502°23'00"
C28	132.37'	100.00'	70.48'	132.89'	S89°35'31"W	64°32'24"
C29	103.44'	200.00'	68.89'	117.41'	S81°25'49"W	64°32'24"
C30	172.32'	200.00'	106.79'	172.79'	N87°03'29"W	214°32'41"
C31	200.00'	200.00'	132.89'	200.00'	N89°35'31"E	68°52'48"
C32	200.00'	200.00'	132.89'	200.00'	S89°35'31"E	68°52'48"
C33	200.00'	200.00'	132.89'	200.00'	S79°03'29"E	68°52'48"
C34	200.00'	200.00'	132.89'	200.00'	S69°23'59"E	67°52'00"
C35	191.16'	200.00'	96.17'	187.67'	N47°48'59"E	60°12'43"

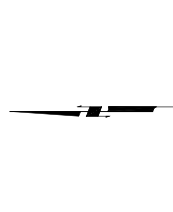
Curve Table						
Curve #	Length	Radius	Entrant	Chord Length	Chord Direction	Delta
C1	112.48'	360.00'	19.68'	102.50'	S79°03'29"E	68°52'48"

FINAL PLAT
of
**THE UNCOMMON GROUND
SCULPTURE PARK**

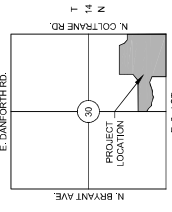
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SHEET 3 OF 3



BASES OF BEARINGS
God North as established by the plane table
(Oklahoma State Plane North Zone MADS)



- LEGEND:
- POB = POINT OF BEGINNING
 - STAT. B.M. = STATUTORY RIGHT OF WAY
 - LMA = LIMITS OF NO ACCESS
 - TPA = TREE PRESERVATION AREA
 - NR = NOT RADIAL
 - BL = BUILDING LIMIT LINE
 - UE = PUBLIC UTILITY EASEMENT
 - DLUE = DEDICATED PUBLIC UTILITY EASEMENT
 - PSUE = PRIVATE STREET & PUBLIC UTILITY EASEMENT

- NOTES:
- All sidewalks within street rights-of-way, and aerial landscaping with its irrigation system, shall be maintained by the owner of the property with the UNCOMMON GROUND SCULPTURE PARK.
 - All streets are private and shall be maintained by the park, as associated with THE UNCOMMON GROUND SCULPTURE PARK.

***** NOTE *****
THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE BOARD OF LAND SURVEYORS OF THE STATE OF OKLAHOMA. THIS SURVEY MEETS THE REQUIREMENTS OF THE PROFESSIONAL ENGINEERS AND SURVEYORS, AND THE STATE BOARD OF LAND SURVEYORS OF THE STATE OF OKLAHOMA. THIS SURVEY MEETS THE REQUIREMENTS OF THE PROFESSIONAL ENGINEERS AND SURVEYORS, AND THE STATE BOARD OF LAND SURVEYORS OF THE STATE OF OKLAHOMA. THIS SURVEY MEETS THE REQUIREMENTS OF THE PROFESSIONAL ENGINEERS AND SURVEYORS, AND THE STATE BOARD OF LAND SURVEYORS OF THE STATE OF OKLAHOMA.

EXHIBIT C

Legal Description – Art & Event Center Tract

Lot 1, Block 1

April 8, 2024

A tract of land being a part of the Southeast Quarter (SE/4) of Section Thirty (30), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE North 00°23'03" West, along and with the East line of said SE/4, a distance of 1,318.60 feet to the Southeast (SE) corner of the recorded plat HUNTWICK;

THENCE along and with the South line of said plat HUNTWICK the following Five (5) calls:

1. South 89°36'57" West, a distance of 190.00 feet;
2. North 49°38'43" West, a distance of 152.14 feet;
3. North 26°51'21" West, a distance of 135.59 feet;
4. North 20°47'57" West, a distance of 59.59 feet;
5. South 89°48'16" West, a distance of 399.48 feet;

THENCE South 00°04'58" East, departing the South line of said Plat HUNTWICK, a distance of 222.05 feet; to the POINT OF BEGINNING;

THENCE South 00°04'58" East, a distance of 120.00 feet;

THENCE South 89°55'02" West, a distance of 210.00 feet;

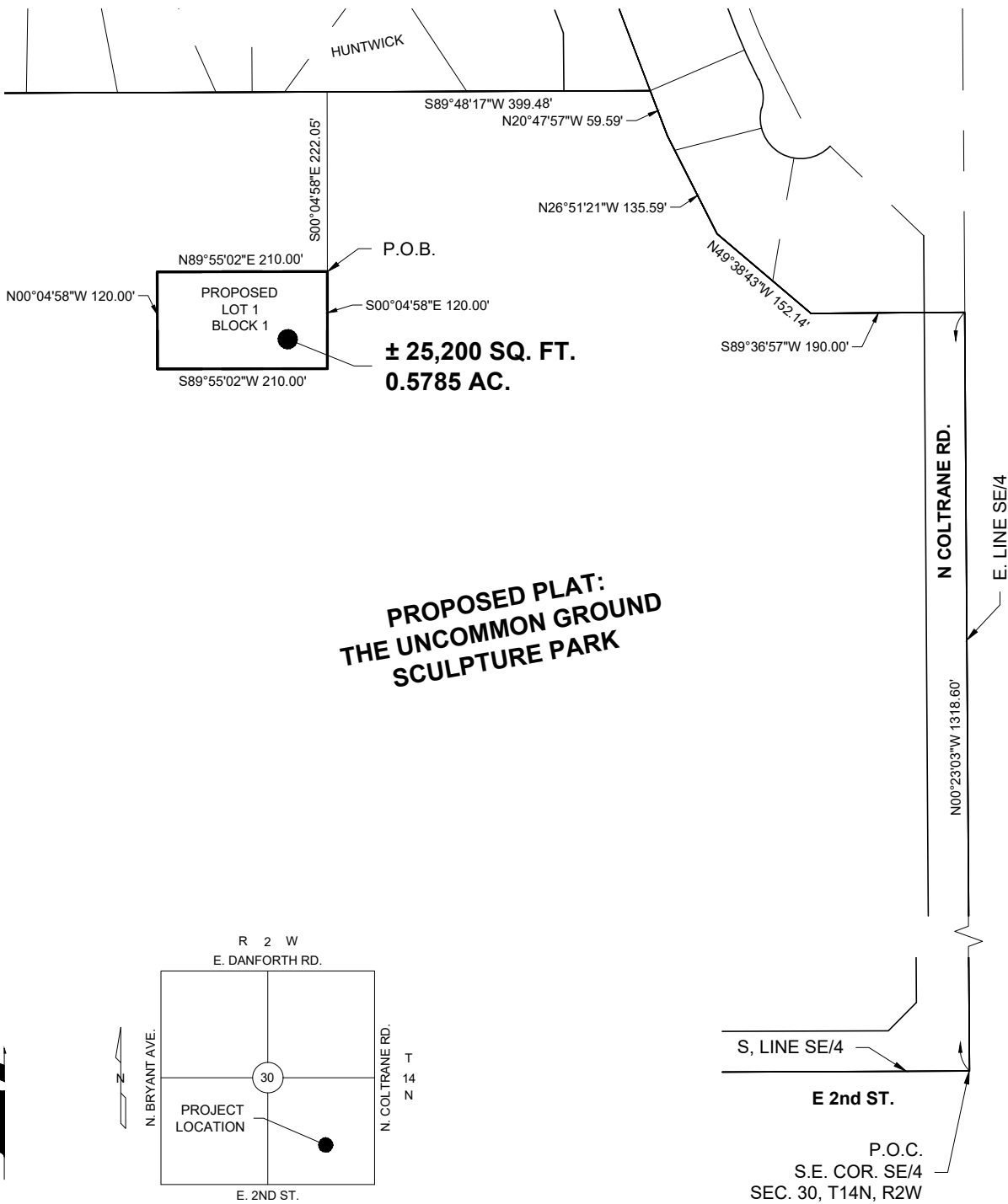
THENCE North 00°04'58" West, a distance of 120.00 feet;

THENCE North 89°55'02" East, a distance of 210.00 feet to the POINT OF BEGINNING.

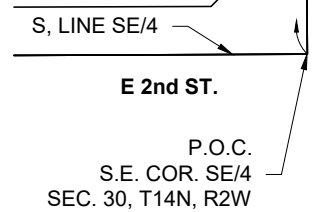
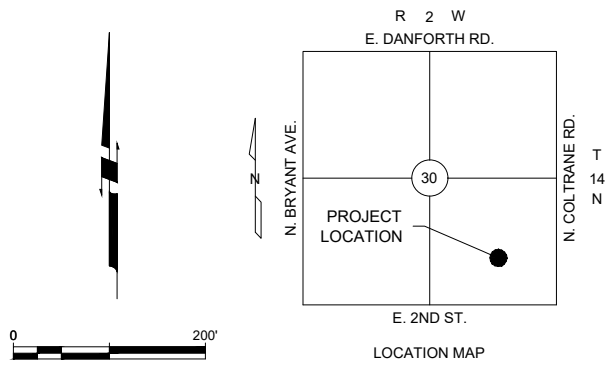
Containing 25,200 square feet or 0.5785 acres, more or less.

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

Prepared by Matthew Johnson P.L.S. 1807
Johnson & Associates
Certificate of Authorization No. 1484 (Expires 6-30-25)
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**PROPOSED PLAT:
THE UNCOMMON GROUND
SCULPTURE PARK**



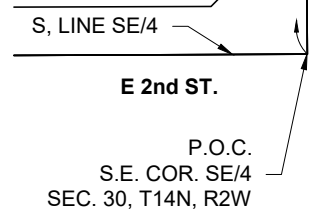
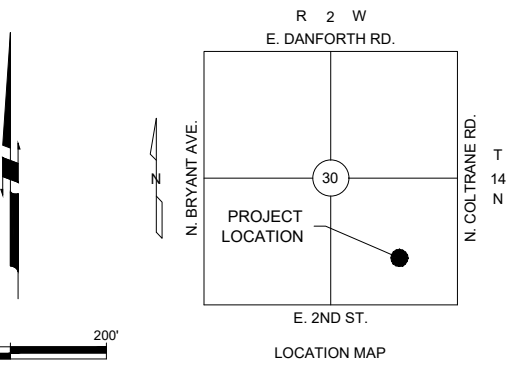
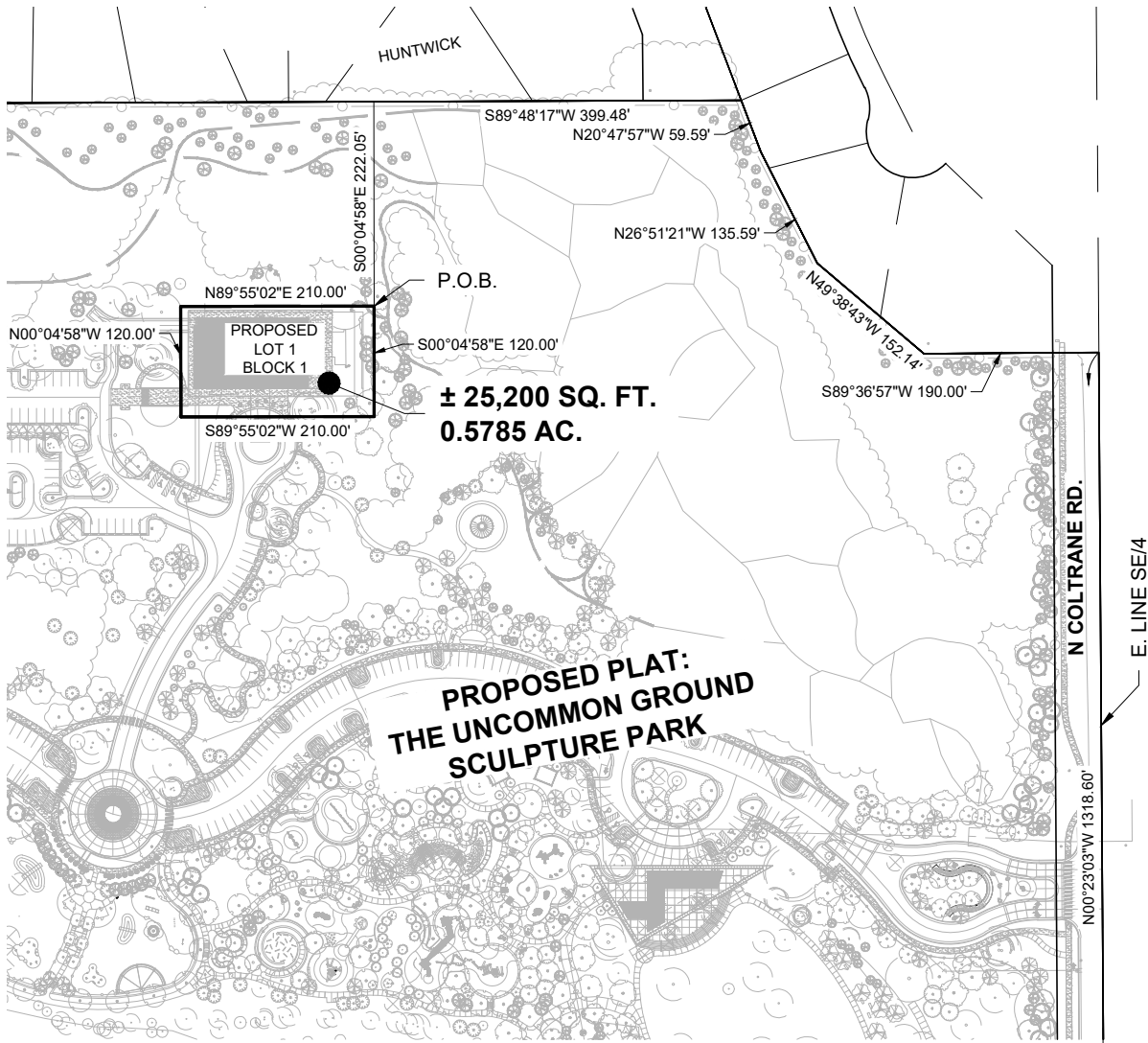
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 Date: 4-8-24
 Scale: 1"=200'

**THE UNCOMMON GROUND
SCULPTURE PARK**
 EDMOND, OKLAHOMA COUNTY, OKLAHOMA
**LOT 1
BLOCK 1**

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EXHIBIT D

Legal Description – Sculpture Park Tract

Lot 2, Block 1

April 8, 2024

A tract of land being a part of the Southeast Quarter (SE/4) of Section Thirty (30), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE North 00°23'03" West, along and with the East line of said SE/4, a distance of 1318.60 feet to the Southeast (SE) corner of the recorded plat HUNTWICK;

THENCE South 89°36'57" West, along and with the South line of said plat HUNTWICK, a distance of 50.00 feet to a point on the West right-of-way line of N Coltrane Road, also being the POINT OF BEGINNING;

THENCE along and with said West right-of-way line, the following four (4) calls:

1. South 00°23'03" East, a distance of 988.60 feet;
2. North 89°58'44" West, a distance of 14.95 feet;
3. South 00°22'24" East, a distance of 244.90 feet;
4. South 44°42'46" West, a distance of 49.42 feet to the North right-of-way line of E 2nd Street;

THENCE South 89°47'57" West, along and with said North right-of-way line, a distance of 513.42 feet;

THENCE North 00°12'03" West, departing said North right-of-way line, a distance of 159.72 feet;

THENCE North 68°32'24" West, a distance of 274.67 feet;

THENCE on a non-tangent curve to the right having a radius of 360.03 feet, a chord bearing of North 79°05'06" West, a chord length of 305.50 feet and an arc length of 315.49 feet;

THENCE South 89°47'57" West, a distance of 286.28 feet

THENCE North 00°23'23" West, a distance of 110.48 feet;

THENCE North 68°23'58" West, a distance of 203.36 feet;

THENCE South 75°45'47" West, a distance of 103.08 feet;

THENCE South 68°59'33" West, a distance of 106.98 feet;

THENCE South 72°34'33" West, a distance of 104.70 feet;

THENCE North 85°37'37" West, a distance of 100.32 feet;

THENCE South 68°29'36" West, a distance of 107.34 feet;

THENCE North 74°33'31" West, a distance of 103.85 feet;

THENCE North 72°58'39" West, a distance of 104.70 feet;

THENCE North 87°20'18" West, a distance of 100.12 feet;

THENCE North 43°48'13" West, a distance of 145.00 feet;

THENCE North 59°05'45" West, a distance of 110.43 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE North 00°28'08" West, along and with the West line of said Southeast Quarter (SE/4), a distance of 292.93 feet to a point on the South line of the recorded plat HUNTWICK II BLOCKS 12-13 recorded in Book PL 54, Page 6;

THENCE along and with the South and East lines of said plat HUNTWICK II BLOCKS 12-13 the following Three (3) calls:

1. THENCE North 89°35'53" East, a distance of 1,054.90 feet;
2. THENCE North 50°24'19" East, a distance of 277.59 feet;
3. THENCE North 00°11'43" West, a distance of 464.11 feet to a point on the South line of the recorded plat HUNTWICK II BLOCKS 1-7 Recorded in Book PL 54, Page 65;

THENCE along and with the South line of said plat HUNTWICK II BLOCKS 1-7 and the South line of the recorded plat HUNTWICK the following Five (5) calls:

1. THENCE North 89°48'17" East, a distance of 978.96 feet;
2. THENCE South 20°47'57" East, a distance of 59.59 feet;
3. THENCE South 26°51'21" East, a distance of 135.59 feet;
4. THENCE South 49°38'43" East, a distance of 152.14 feet;
5. THENCE North 89°36'57" East, a distance of 140.00 to the POINT OF BEGINNING.

Less & Except:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE North 00°23'03" West, along and with the East line of said SE/4, a distance of 1,318.60 feet to the Southeast (SE) corner of the recorded plat HUNTWICK;

THENCE along and with the South line of said plat HUNTWICK the following Five (5) calls:

1. South 89°36'57" West, a distance of 190.00 feet;
2. North 49°38'43" West, a distance of 152.14 feet;
3. North 26°51'21" West, a distance of 135.59 feet;
4. North 20°47'57" West, a distance of 59.59 feet;
5. South 89°48'17" West, a distance of 399.48 feet;

THENCE South 00°04'58" East, departing the South line of said Plat HUNTWICK, a distance of 222.05 feet; to the POINT OF BEGINNING;

THENCE South 00°04'58" East, a distance of 120.00 feet;

THENCE South 89°55'02" West, a distance of 210.00 feet;

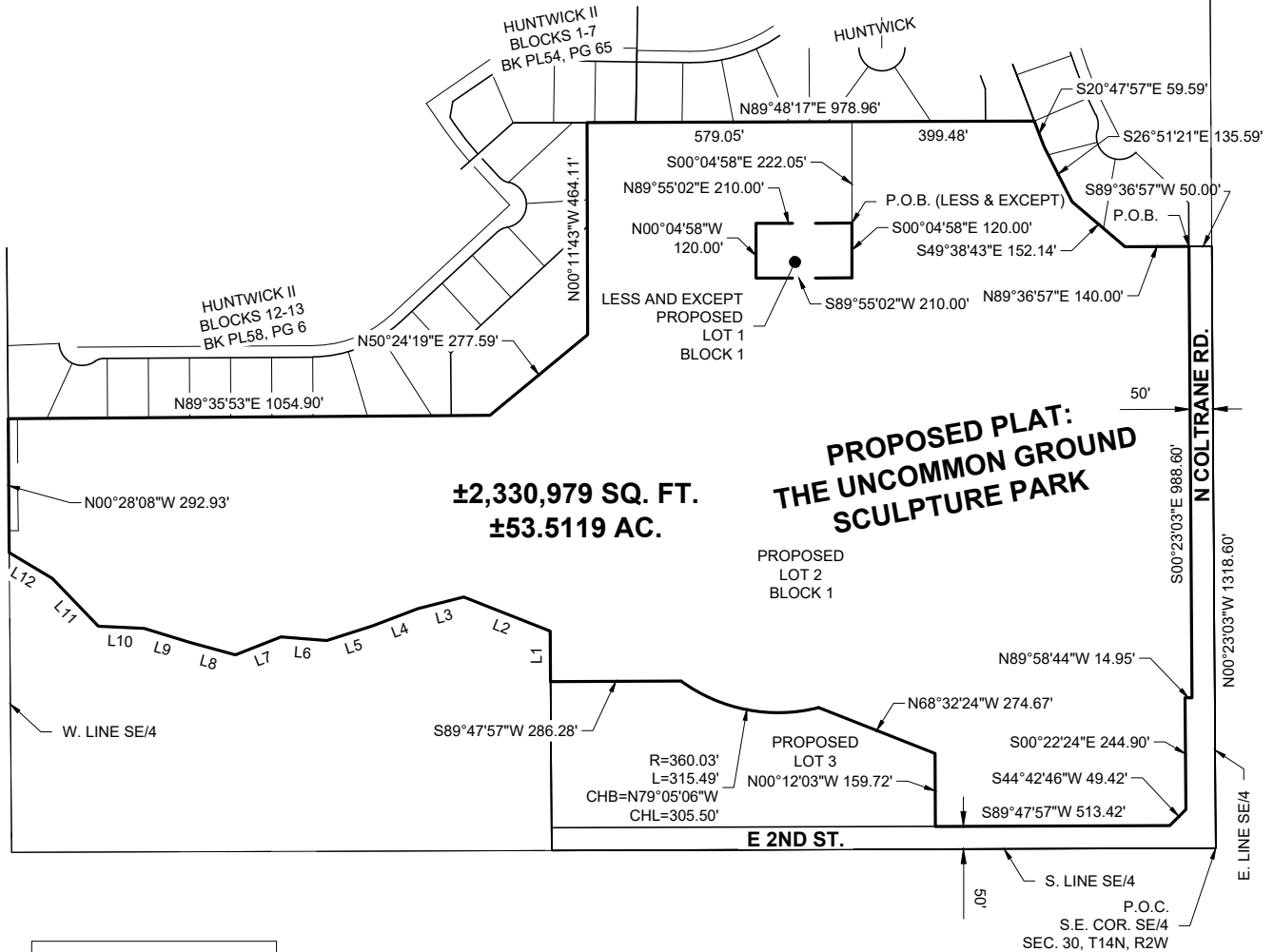
THENCE North 00°04'58" West, a distance of 120.00 feet;

THENCE North 89°55'02" East, a distance of 210.00 feet to the POINT OF BEGINNING.

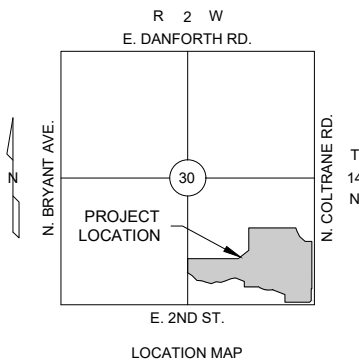
Containing 2,330,979 square feet or 53.5119 acres, more or less.

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

Prepared by Matthew Johnson P.L.S. 1807
Johnson & Associates
Certificate of Authorization No. 1484 (Expires 6-30-25)
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Line Table		
Line #	Direction	Length
L1	N00°23'23\"W	110.48'
L2	N68°23'58\"W	203.36'
L3	S75°45'47\"W	103.08'
L4	S68°59'33\"W	106.98'
L5	S72°34'33\"W	104.70'
L6	N85°37'37\"W	100.32'
L7	S68°29'36\"W	107.34'
L8	N74°33'31\"W	103.85'
L9	N72°58'39\"W	104.70'
L10	N87°20'18\"W	100.12'
L11	N43°48'13\"W	145.00'
L12	N59°05'45\"W	110.43'



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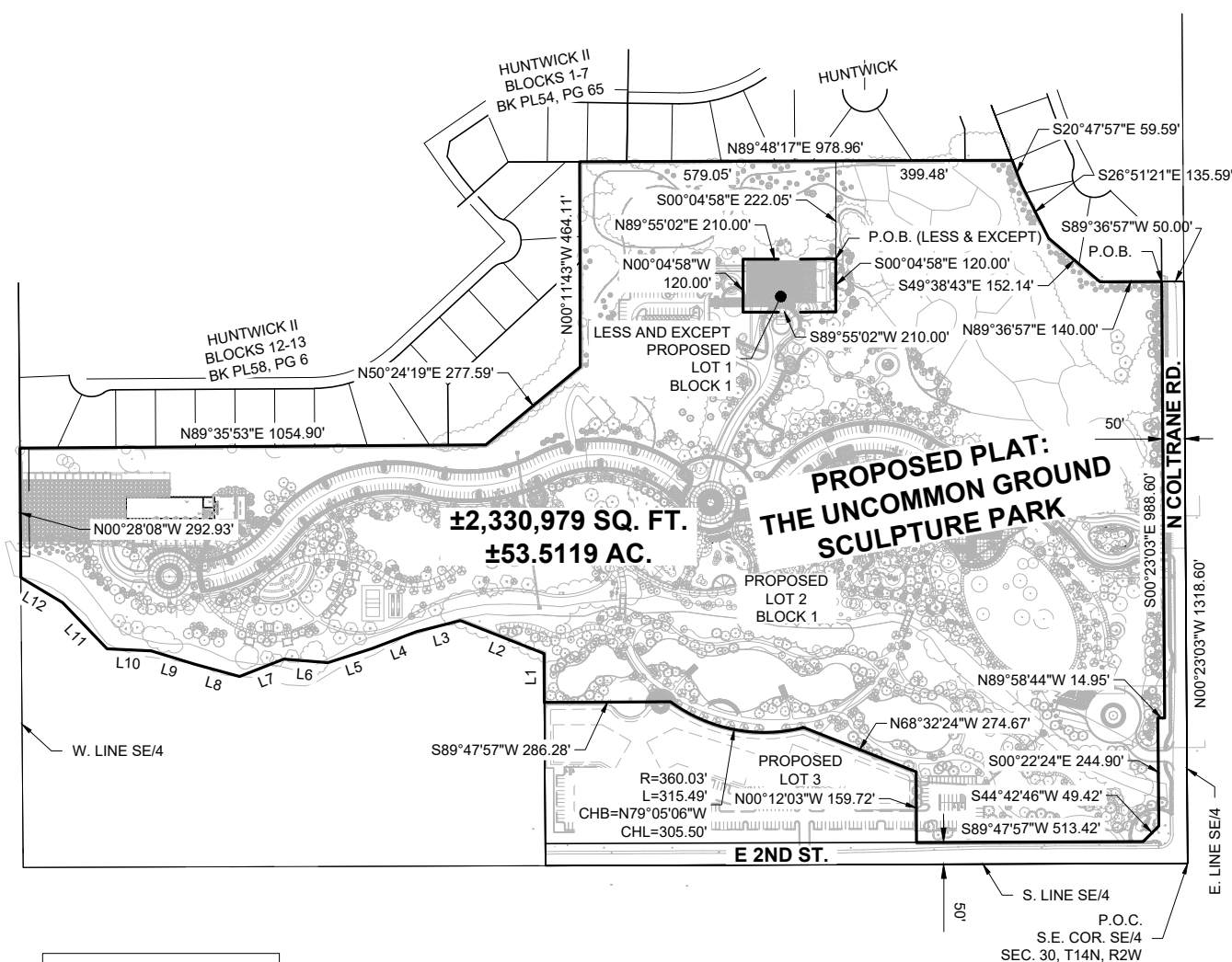
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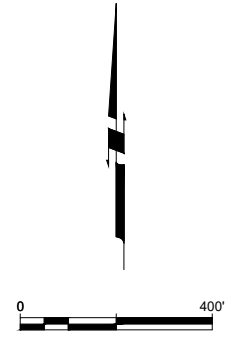
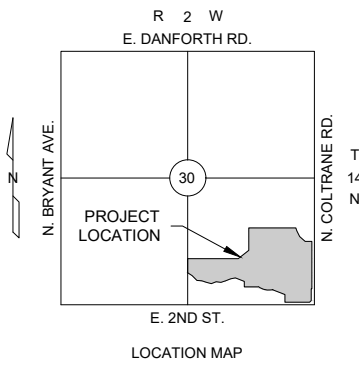
**THE UNCOMMON GROUND
 SCULPTURE PARK**
 EDMOND, OKLAHOMA COUNTY, OKLAHOMA
**LOT 2
 BLOCK 1**



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Line Table		
Line #	Direction	Length
L1	N00°23'23\"W	110.48'
L2	N68°23'58\"W	203.36'
L3	S75°45'47\"W	103.08'
L4	S68°59'33\"W	106.98'
L5	S72°34'33\"W	104.70'
L6	N85°37'37\"W	100.32'
L7	S68°29'36\"W	107.34'
L8	N74°33'31\"W	103.85'
L9	N72°58'39\"W	104.70'
L10	N87°20'18\"W	100.12'
L11	N43°48'13\"W	145.00'
L12	N59°05'45\"W	110.43'



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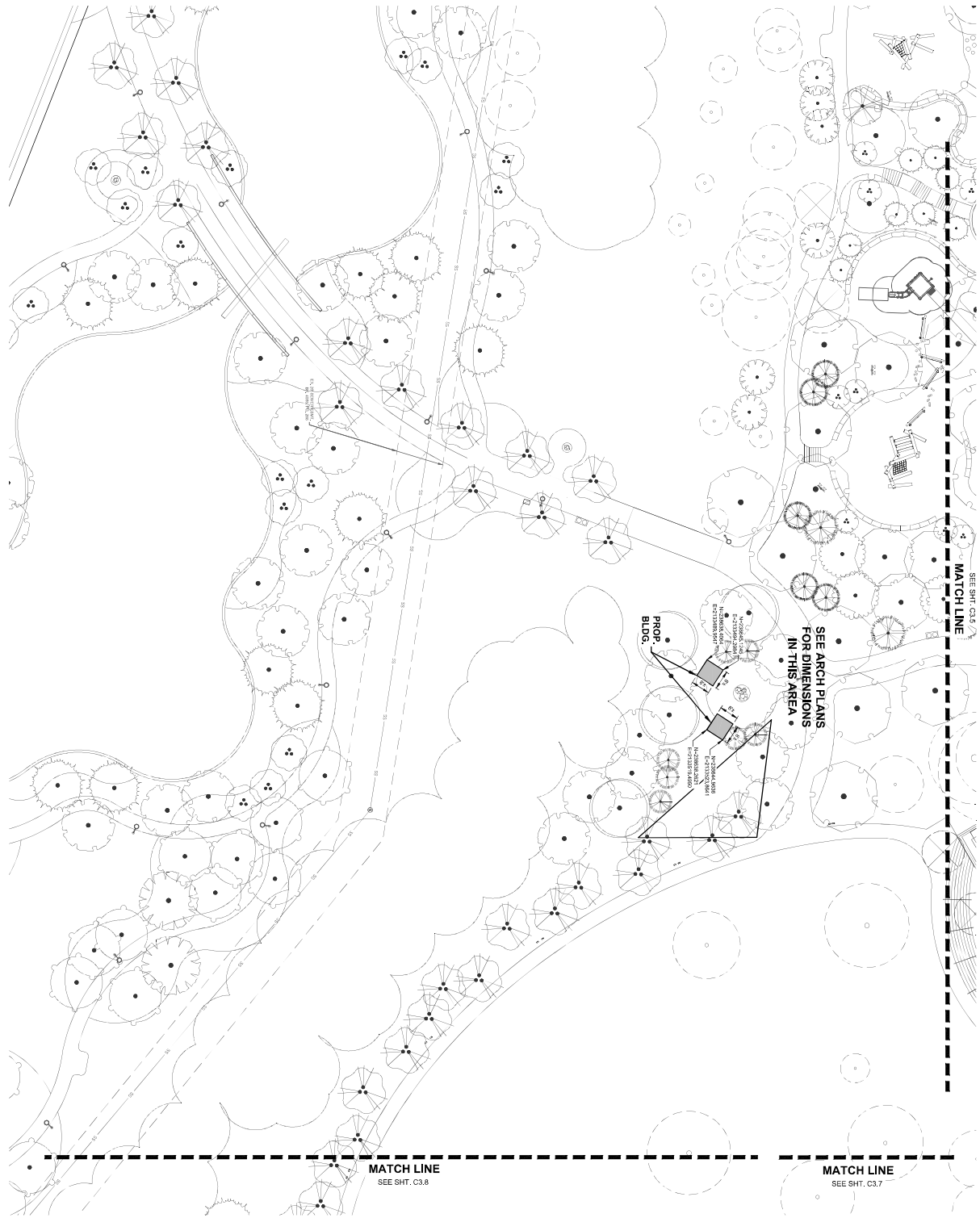
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 Certificate of Authorization #1484 Exp. Date: 06-30-2025
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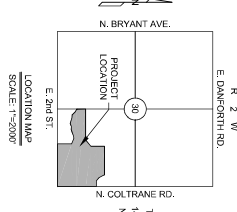
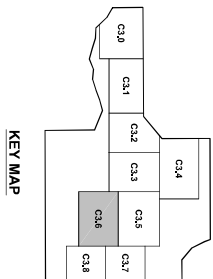
EXHIBIT E

Site Plan



REVIEWED BY: CITY ENGINEER DATE: _____

ONE CALL UTILITY LOCATION NUMBER
 86462622
 1-800-525-6263
 This number is to be used to locate the position of all underground utilities. Contact to include location of any other utilities. Call before you dig. 800-525-6263



C3.6
 SHEET
 SITE DIMENSIONAL PLAN

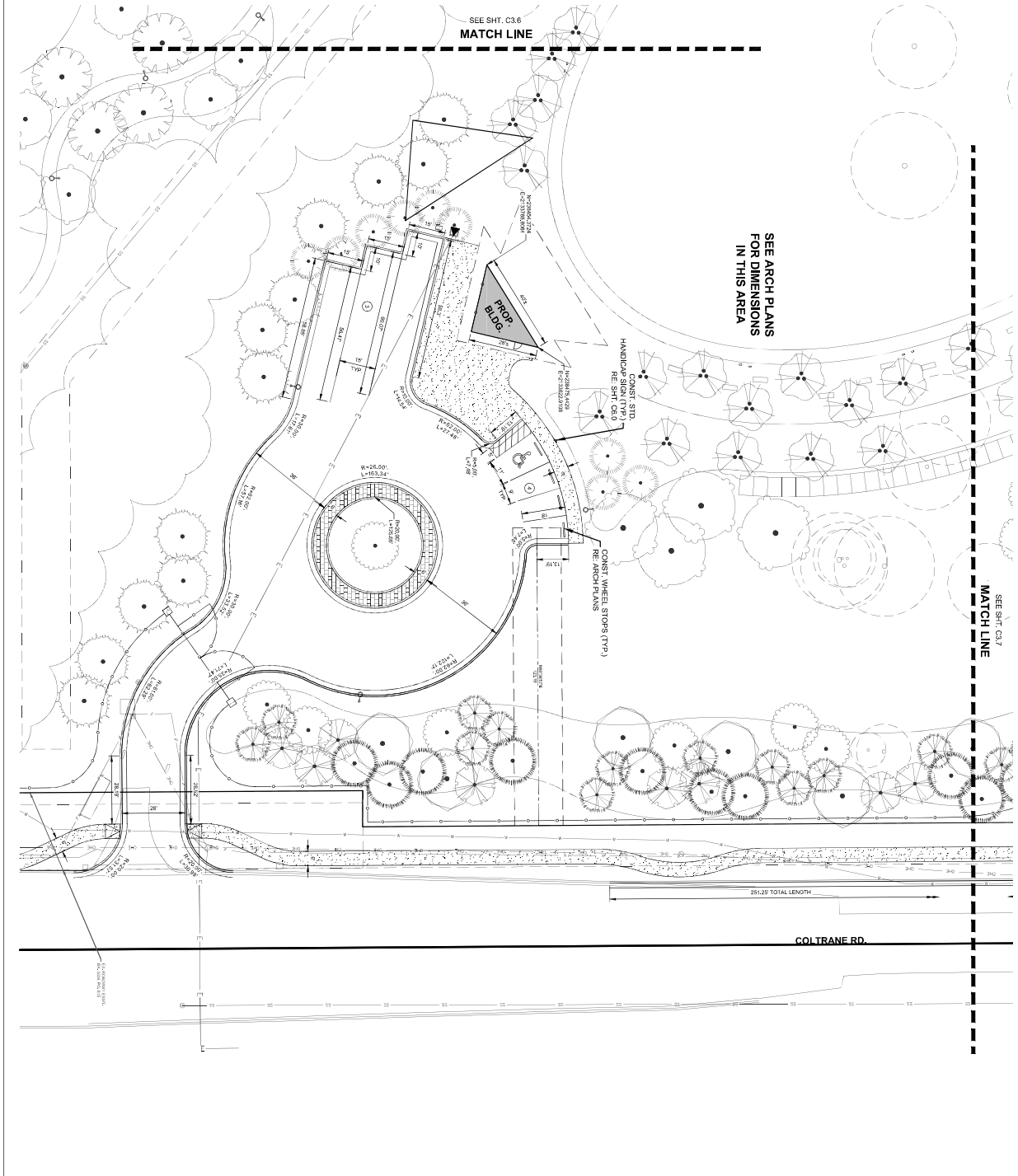
THE UNCOMMON GROUND
SCULPTURE PARK
 E 2ND STREET & N. COLTRANE RD EDMOND, OK

DATE	03-21-23		
REVISIONS			
NO.	DATE	BY	REVISION

PROJECT ISSUE DATE: _____
 PERMIT DATE: 04/26/2024
 PROJECT ISSUE DATE: _____

Johnson & Associates
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 234-0171 FAX (405) 234-0178 www.ja.com
 OFFICE OF PROFESSIONAL ENGINEERS
 ENGINEERS • SURVEYORS • PLANNERS

THE UNCOMMON GROUND
 SCULPTURE PARK



SEE SHT. C3.6
MATCH LINE

SEE ARCH PLANS FOR DIMENSIONS IN THIS AREA

SEE SHT. C3.7
MATCH LINE

CONST. STD. HANDICAP SIGN (TYP.) REF. SHT. C3.6

CONST. UTILITY STOPS (TYP.) REF. ARCH PLANS

PROP. BLDG.

CONST. SIDEWALK REF. SHT. C3.1

251.25' TOTAL LENGTH

COLTRANE RD.

LEGEND

CONST. SIDEWALK REF. SHT. C3.1

N. BRYANT AVE.

PROJECT LOCATION

SCALE: 1"=200'

KEY MAP

ONE CALL UTILITY LOCATION NUMBER: 8646262

THE NUMBER IN THE CIRCLE ON THIS PLAN IS THE PROJECT NUMBER FOR THE ONE CALL SERVICE. CONTACT THE NUMBER TO LOCATE UTILITIES BEFORE YOU DIG. REF. SHT. C3.1

C3.8

SHEET NO. 5293.000

THE UNCOMMON GROUND
SCULPTURE PARK
 E 2ND STREET & N. COLTRANE RD EDMOND, OK

JA

Johnson & Associates
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 234-0171 FAX (405) 234-0172 www.jaok.com
 OFFICE: 405.234.0171 CELL: 405.234.0172

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03-21-23

REVISIONS

NO.	DATE	BY	REVISION

PROJECT ISSUE DATE: 04/29/2023

Page 46 of 96

REVIEWED BY: CITY ENGINEER DATE: _____

EXHIBIT F

Loan And Security Agreement

**LOAN AND SECURITY AGREEMENT:
UNCOMMON GROUND SCULPTURE PARK**

by and between

**UNCOMMON GROUND SCULPTURE PARK, INC.,
an Oklahoma not-for-profit corporation**

as Borrower

and

**EDMOND PUBLIC WORKS AUTHORITY,
a public trust**

as Lender.

May _____, 2024

Exhibit A: Legal Description of Real Property
Exhibit B: Form of Mortgage
Exhibit C: Form of Note
Exhibit D: Escrow Agreement

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this “Agreement”) is made as of the ____ day of May, 2024, between Uncommon Ground Sculpture Park, Inc., an Oklahoma not-for-profit corporation (“Borrower”), and Edmond Public Works Authority, a public trust (“EPWA” or “Lender”).

RECITALS

- A.** Borrower, Lender, and the City of Edmond (“City”) are parties to that certain Development and Funding Assistance Agreement, of even date herewith (as amended, extended or otherwise modified from time to time, the “Development Agreement”).
- B.** Pursuant to the Development Agreement, Borrower has agreed to undertake the development of approximately sixty-two and one half (62.5) acres of previously undeveloped property generally located on the northwest corner of East 2nd Street and North Coltrane Road in Edmond, Oklahoma (“Project Area”) to include a public art and sculpture park (the “Sculpture Park”) on real property described on Exhibit A (the “Real Property” or “Sculpture Park Tract”).
- C.** Pursuant to the Development Agreement, Borrower has requested EPWA, and EPWA has agreed, to provide assistance in financing the construction of the Sculpture Park subject to the terms and conditions of this Agreement.
- D.** Pursuant to the Development Agreement, Borrower has the right to donate the Real Property and all associated improvements

AGREEMENT

In consideration of the mutual covenants and agreements in this Agreement, and intending to be legally bound hereby, Lender and Borrower agree as follows:

Section 1. Definitions.

- 1.1 Defined Terms.** Capitalized terms used in this Agreement (including all schedules and exhibits to this Agreement) and not otherwise defined have the meanings set forth in this Section 1 or the Development Agreement.

“Advance” means an advance by Lender of proceeds of the Loan.

“Advance Request Form” means a certificate, substantially in the form of Schedule “A” to the Escrow Agreement attached hereto as Exhibit D, properly completed and signed by Borrower, providing notice of a borrowing of an Advance.

“Architect” means Rand Elliott Architects.

“Borrower” is defined in the preamble to this Agreement.

“Budget” means a detailed breakdown of costs to be incurred in connection with completion of the Sculpture Park, including, without limitation, the costs of purchasing and installing all furniture, fixtures and equipment useful or necessary in connection with the operation of the Sculpture Park, in form and substance reasonably satisfactory to Lender.

“Business Day” means any day other than a Saturday, Sunday, or a federal or state holiday or other day on which Lender or commercial banks in Oklahoma are customarily closed or are required to close under federal laws or the laws of the State of Oklahoma.

“Change in Control” means any event, transaction or series of transactions, whereby (a) at least 80% on a fully diluted basis of the economic and voting interest in Borrower cease to be owned and controlled, directly or indirectly, by the Persons holding such interest on the Closing Date, (b) the majority of the seats on the board of directors (or similar governing body) of Borrower ceases to be occupied by persons who were members of the board of directors on the Closing Date, or (c) all or substantially all of the assets of Borrower are sold, leased, or otherwise transferred.

“City” is defined in the recitals to this Agreement.

“Closing Date” means the first date all conditions precedent set forth in Section 3 are satisfied.

“Collateral” is defined in Section 4.1.

“Contractor” means Lingo Construction Services.

“Construction Documents” means the construction contract(s), the Site Plan, the Plans and Specifications, and the Budget.

“Default Rate” means the greater of (a) the Maximum Lawful Rate or (b) the Interest Rate plus 10.34%.

“Development Agreement” is defined in the recitals to this Agreement.

“EPWA” or “Lender” is defined in the preamble to this Agreement.

“EPWA Loan” is defined in Section 2.

“EPWA Loan Documents” means this Agreement, the EPWA Note, the EPWA Mortgage and each other agreement, document or instrument executed pursuant to any of the foregoing, and all renewals and extensions of, or amendments or supplements to, or restatements of, any of the foregoing from time to time in effect.

“EPWA Mortgage” means the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, substantially in the form of Exhibit B executed by Borrower in favor of Lender with respect to the Sculpture Park.

“EPWA Note” means a promissory note in the form of Exhibit C evidencing the EPWA Loan

“Environmental Laws” means all laws, rules, regulations and orders of any governmental authority relating to public health (but excluding occupational safety and health) or the protection or pollution of the environment, including the Comprehensive Environmental Response Compensation and Liability Act, the Clean Water Act, and the Resource Conservation and Recovery Act.

“Escrow Agreement” shall mean that certain Construction Fund Escrow Agreement dated as of _____, 2024, by and between the Lender and BOKF, NA, as Escrow Agent.

“Event of Default” is defined in Section 9.

“GAAP” means generally accepted accounting principles in effect in the United States of America from time to time.

“Hazardous Substance” means (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, dielectric fluid containing levels of polychlorinated biphenyls, radon gas and mold; (b) any substances defined as or included in the definition of “hazardous substances,” “hazardous waste,” “hazardous materials,” “extremely hazardous substances,” “restricted hazardous waste,” “toxic substances,” “toxic pollutants,” “contaminants,” “pollutants” or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, the exposure to, or release of which, is prohibited, limited or regulated by any governmental authority or for which any duty or standard of care is imposed pursuant to any Environmental Law.

“Indebtedness” means (a) all items that would be included as liabilities on a balance sheet in accordance with GAAP, including capital leases, but excluding trade payables incurred and being paid in the ordinary course of business, (b) all guaranties, indemnities and other contingent obligations, and (c) all reimbursement obligations in connection with letters of credit issued.

“Indemnity” is defined in Section 12.4(a).

“Inspector” means the City of Edmond Engineering Department, Brad Allred, or another third-party inspector retained by City in its reasonable discretion and approved by EPWA.

“Interest Rate” means 4.66%.

“Material Adverse Effect” means any set of circumstances or events that (a) would have a material adverse effect upon the validity or enforceability of any of the EPWA Loan Documents, (b) is or could reasonably be expected to become material and adverse to the business condition or prospects (financial or otherwise), assets, properties, or operations of Borrower, (c) could reasonably be expected to materially impair the ability of Borrower to fulfill its obligations under the EPWA Loan Documents, or (d) causes an

Event of Default or an event that with the giving of notice or passage of time, or both, would constitute an Event of Default.

“Maturity Date” means the earlier of nine (9) years from execution of this Agreement or the date of Borrower’s election to begin repayment, rather than forgiveness, of the EPWA loan.

“Maximum Lawful Rate” means, at any time, the maximum non-usurious rate of interest which may be charged, contracted for, taken, received or reserved by Lender in accordance with applicable Oklahoma law (or applicable United States federal law to the extent that such law permits Lender to charge, contract for, receive or reserve a greater amount of interest than under Oklahoma law). The Maximum Lawful Rate shall be calculated in a manner that takes into account any and all fees, payments, and other charges in respect of the Loan Documents that constitute interest under applicable law. Each change in any interest rate provided for herein based upon the Maximum Lawful Rate resulting from a change in the Maximum Lawful Rate shall take effect without notice to Borrower at the time of such change in the Maximum Lawful Rate. For purposes of determining the Maximum Lawful Rate under Oklahoma law.

“Obligations” means all obligations, liabilities and indebtedness (monetary or otherwise, including post-petition and default interest, whether allowed or not) of Borrower arising under this Agreement or any other EPWA Loan Document and all other obligations of Borrower to Lender of any nature whatsoever, including, without limitation, for principal, interest, fees, costs, expenses, indemnification, and legal fees, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising.

“PCT” means the Edmond Park Conservancy Trust.

“Permitted Indebtedness” means the Obligations and each of the following:

- (a) trade payables arising in the ordinary course of business;
- (b) purchase money Indebtedness in an amount not exceeding \$50,000 in the aggregate;
- (c) contingent obligations (i) arising from endorsements of payment items for collection or deposit in the ordinary course of business or (ii) incurred in the ordinary course of business with respect to surety, appeal or performance bonds or other similar obligations; and

“Permitted Liens” means liens in favor of Lender and each of the following:

- (a) liens securing purchase money Indebtedness permitted by clause (b) of the definition of “Permitted Indebtedness” and attaching only to the property acquired with the proceeds of such Indebtedness;

- (b) liens for taxes not yet due and payable, or which are being diligently contested in good faith by proper proceedings;
- (c) mechanics, warehouseman's, and other similar liens arising in the ordinary course of business for obligations not yet due and payable;
- (d) easements, rights-of-way, restrictions, covenants and other agreements encumbering real property that do not secure any monetary obligation and do not materially interfere with Borrower's business;
- (e) normal and customary rights of setoff upon deposits in favor of depository institutions, and liens of a collecting bank on payment items in the course of collection.

“Person” means any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, limited liability company, governmental authority, or other entity of any nature.

“Plans and Specifications” means the plans and specifications for the Sculpture Park in form and substance reasonably satisfactory to Lender, and all modifications and amendments thereto that are not made in violation of this Agreement.

“Project Documents” means the Development and Funding Assistance Agreement; Operations, Maintenance, and Programming Agreement; and Municipal Sales Tax Rebate Agreement.

“Real Property” is defined in the recitals to this Agreement.

“Release” means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

“Sculpture Park” is defined in the recitals to this Agreement.

“Solvent” means, with respect to Borrower, that (a) the present fair salable value of the assets of Borrower is not less than the amount that will be required to pay all of Borrower's debts (including contingent, unmatured, and unliquidated liabilities), (b) Borrower is able to pay (and is actually paying) all of its debts as they mature, (c) Borrower will not have an unreasonably small capital in relation to its business or with respect to any contemplated transaction and (d) Borrower has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any of the EPWA Loan Documents, or made any conveyance in connection with the EPWA Loan Documents, with actual intent to hinder, delay or defraud either present or future creditors of Borrower.

“UCC” means the Uniform Commercial Code, as amended and in effect in the State of Oklahoma.

- 1.2 UCC Terms. The following capitalized terms shall have the meanings set forth in the UCC: Equipment, Inventory, Accounts, Chattel Paper, General Intangibles, Goods, Documents, Fixtures, Deposit Accounts, Instruments, Investment Property, Letter-of-credit Rights, Software, and Commercial Tort Claims.
- 1.3 Capitalized Terms. Capitalized Terms shall have the meaning as defined herein. Capitalized terms not defined herein shall have the meaning provided for in the Development Agreement. Capitalized terms not defined in this Agreement or in the Development Agreement shall have the meaning provided for in applicable Additional Agreements (as defined in the Development Agreement).
- 1.4 Singular and Plural. Terms defined in the singular shall have correlative meanings in the plural and *vice versa*.

Section 2. The Loan. Subject to the terms and conditions of this Agreement, EPWA agrees to make an advancing term loan to Borrower in a principal amount not to exceed \$10,000,000 (the “EPWA Loan”).

2.1 Advances. Subject to the terms and conditions of this Agreement, Lender agrees to deposit the maximum loan amount of \$10,000,000 (“Maximum Loan Amount”) with the Escrow Agent pursuant to the Escrow Agreement. Upon receipt of properly evidenced Advance Request Form as proscribed by the Escrow Agreement, the Authority will cause the Escrow Agent to make one or more Advances to Borrower from time to time from the Closing Date to, but not including, the Maturity Date in an aggregate principal amount at any time outstanding up to, but not exceeding, the Maximum Loan Amount; provided that the aggregate principal amount of all Advances at any time outstanding shall not exceed the Maximum Loan Amount. The obligation of Borrower to repay the Advances and interest thereon shall be evidenced by the EPWA Note. The unpaid principal amount of all Advances and interest accruing thereon shall be due and payable as provided in the EPWA Note.

2.2 General Provisions Regarding Interest; Etc.

- (a) Interest Rate. Subject to the provisions of subsection (b) below, each Advance shall bear interest on the outstanding principal amount thereof from the applicable borrowing date thereof at a rate per annum equal to the lesser of (A) the Maximum Lawful Rate or (B) the Interest Rate.
- (b) Default Rate. If any amount payable by Borrower under any EPWA Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration, or otherwise, such amount shall thereafter, at the option of Lender, bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable laws (but not to exceed the Maximum Lawful Rate). Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand. Borrower acknowledges that it would be

extremely difficult or impracticable to determine Lender's actual damages resulting from any late payment or Event of Default, and such late charges and accrued interest are reasonable estimates of those damages and do not constitute a penalty.

- (d) Computations of Rate. All computations of fees and interest shall be made on the basis of a year of 360 days and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year), unless such computation would cause the fees and interest to exceed the Maximum Lawful Rate, in which event such computation shall be on the basis of a 365 or 366 day year, as applicable. Interest shall accrue on each Advance from the day on which such Advance is made, or any portion thereof, until the day on which such Advance or such portion is paid.

2.3 Use of Proceeds. The proceeds of the Advances shall be used by Borrower to fund Infrastructure Improvements (as defined in the Development Agreement) in accordance with the Site Plan.

2.4 Evidence of Debt. The Advances made by Lender shall be evidenced by one or more accounts or records maintained by Lender, or the Escrow Agent on behalf of the Lender, in the ordinary course of business. The accounts or records maintained by Lender shall be conclusive absent manifest error of the amount of the Advances made by Lender to Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrower hereunder to pay any amount owing with respect to the Obligations.

2.5 Borrowing Procedure. Each borrowing of an Advance shall be made upon Borrower's notice to Lender, which may be given by telephone. Each such notice must be received by Lender seven (7) business days prior to the requested date of any borrowing. Each such telephonic notice must be confirmed promptly by delivery to Lender of a written Advance Request Form, appropriately completed and signed by Borrower. Each Advance Request Form (whether telephonic or written) shall specify (1) the requested date of the borrowing (which shall be a Business Day), and (2) the principal amount of the Advance to be borrowed. Upon satisfaction of all applicable conditions, Lender shall make the proceeds of each Advance available to Borrower in accordance with instructions provided to (and reasonably acceptable to) Lender by Borrower, all in the manner provided by the Escrow Agreement.

2.6 Loan Forgiveness. In lieu of repaying the EPWA Loan, Borrower may choose to donate the Real Property and all improvements constructed thereon pursuant to the Development Agreement in fee simple to the PCT. Upon the date of conveyance of the Real Property to the PCT, all repayment obligations of the Borrower shall be forgiven by City and/or EPWA. Within thirty (30) days of Completion of Construction (as defined by the Development Agreement) Borrower shall notify the City and EPWA in writing of its intent to choose forgiveness or repayment of the EPWA Loan.

- 2.7 Manner of Payments. All payments of principal, interest, and other amounts to be made by Borrower under this Agreement and the other EPWA Loan Documents shall be made to Lender in immediately available funds, and without setoff, deduction, or counterclaim. If any payment to be made by Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.
- 2.8 Voluntary Prepayment. Borrower may prepay the Loan at any time without premium or penalty.
- 2.9 Mandatory Prepayment.
- (a) Asset Sale. Borrower shall not sell, transfer or encumber the Sculpture Park or Real Property without the prior written consent of Lender. On any date on which Borrower receives proceeds from any sale of the Sculpture Park or Real Property or any other material item of Collateral, Borrower shall apply an amount equal to 100% of such proceeds to the prepayment of the EPWA Loan.
- (b) Casualty Events. Not later than three Business Days following the receipt by Borrower of the proceeds of insurance, any condemnation award, or other compensation in respect of any loss or damage to, or any condemnation or other taking of property, Borrower shall apply an amount equal to 100% of such proceeds to the prepayment of the EPWA Loan.
- 2.10 Note. The EPWA Loan shall be evidenced by the EPWA Note.
- 2.11 Loan Purpose. Proceeds of the EPWA Loan shall be used to pay costs associated with Infrastructure Improvements (as defined in the Development Agreement) up to \$10,00,000.00.

Section 3. Conditions Precedent.

- 3.1 Conditions to Effectiveness. This Agreement shall not be effective until the date (the "Closing Date") on which the following conditions have been satisfied or waived by Lender:
- (a) No Event of Default. No Event of Default shall exist or result from the making of the Loan, and no event shall have occurred, or shall occur with the making of the Loan, that with the giving of notice or passage of time, or both, would constitute an Event of Default.
- (b) Representations and Warranties. The representations and warranties in this Agreement shall be true and accurate as of the Closing Date.
- (c) Documents. The EPWA Loan Documents shall be duly authorized, executed, and delivered to Lender.

- (d) Certificates of Insurance. Lender shall have received the certificates of insurance referred to in Section 6.7.
- (e) Title Commitment. An unconditional commitment for mortgagee's title insurance policy insuring the EPWA Mortgage to be a valid lien on Borrower's leasehold interest in the Property in the aggregate amount of the EPWA Loan, free and clear of all defects and encumbrances, except the Permitted Liens, issued to Lender by a title insurer reasonably satisfactory to Lender and in form and substance, and containing such endorsements, as are reasonably satisfactory to Lender.
- (f) Zoning, etc. Lender shall have received evidence that the Real Property, the Sculpture Park and all other improvements to the Real Property comply with all applicable zoning ordinances and with all other laws, regulations and orders of any governmental authority, including all subdivision, environmental, flood hazard, fire safety, planning, building laws, codes, and ordinances.
- (g) Project Documents. Lender shall have received the Project Documents.
- (h) Construction Documents. Lender and Inspector shall have received and approved the Construction Documents and all site development permits necessary to begin construction of the Sculpture Park.
- (i) Escrow Account. With respect to the EPWA Loan proceeds, Lender and Borrower shall have agreed to the terms for deposit in an escrow account, as well as disbursement terms.
- (j) Financing Statement. A UCC-1 financing statement naming Borrower as debtor and Lender as secured party shall be properly filed with the office of the County Clerk of Oklahoma County, and Borrower shall have provided to Lender such evidence as Lender may require to evidence the priority of Lender's security interest in Borrower's personal property.
- (k) Secretary's Certificate. Lender shall have received a certificate of the secretary or other applicable official of Borrower certifying (i) copies of such Person's organizational documents, (ii) copies of resolutions of governing body of such Person authorizing the transactions contemplated in this Agreement and the other EPWA Loan Documents, and (iii) the title, name and signature of each person authorized to sign the EPWA Loan Documents on behalf of such Person.
- (l) Certificate of Good Standing. Lender shall have received a certificate of the Secretary of State of the State of Oklahoma certifying the existence and good standing of Borrower in the State of Oklahoma.
- (m) Fees and Expenses. Borrower shall have paid all fees and expenses required by the EPWA Loan Documents to be paid by Borrower.
- (n) Anti-Money Laundering. Lender shall have received all documentation and information required by bank regulatory authorities under applicable "know your

customer” and anti-money laundering rules and regulations, including, without limitation, the United States PATRIOT Act.

- (o) Other Documents. Lender shall have received such other agreements, documents, instruments and certificates as it may reasonably request, including, without limitation, approval by the Edmond City Council of the EPWA Loan Documents.

3.2 Conditions to Advances. Lender shall not be required to make any Advance unless the following conditions are satisfied:

- (a) No Event of Default. No Event of Default shall exist or result from the making of the Advance and no event shall have occurred, or occur with the making of the Advance, that with the giving of notice or passage of time, or both, would constitute an Event of Default.
- (b) Representations and Warranties. The representations and warranties of Borrower in the EPWA Loan Documents shall be true and accurate as of the date of the Advance.
- (c) Current Payment. Lender shall have received such evidence as it may reasonably require that all invoices for labor and material have been paid, except those to be paid from the proceeds of the Advance.
- (d) Construction Report. Lender shall have received a report signed by the Inspector and the Architect that describes in reasonable detail the work completed since the last such report and certifies to Lender that all construction completed to date is in accordance with the Plans and Specifications.
- (e) Budget Report. Lender shall have received an itemized comparison of the Budget to actual Sculpture Park expenditures to date, including expenditures to be made from the proceeds of the Advance, and such expenditures shall not materially deviate from the Budget, either individually or in the aggregate.
- (f) Permits. Lender shall have received copies of all permits necessary for the construction to be completed from the Advance proceeds.
- (g) Sub-Contractor Contracts. If requested by Lender, Lender shall have received copies of all sub-contractor contracts for work exceeding, or reasonably anticipated to exceed, \$50,000.
- (h) Use of Proceeds. Lender and Inspector shall have received such evidence as Lender may reasonably require that the proceeds of the Advance will be used to fund Infrastructure Improvements (as defined in the Development Agreement).
- (i) Date-down Endorsement. If required by Lender, Lender shall have received a satisfactory date-down endorsement to its lender’s policy of title insurance.

- (j) Request for Advance. Not later than five (5) Business Days prior to the date of the Advance, Lender shall have received a duly completed request for payment, attaching such invoices and other evidence of the use of proceeds of the Advance as Lender may reasonably require.
- (k) Other Documents. Lender shall have received such other agreements, documents, instruments and certificates as it may reasonably request.
- (l) Material Adverse Effect. No event shall have occurred or circumstance exist that has or could reasonably be expected to have a Material Adverse Effect.
- (m) Retainage. Prior to advancing any retainage, in addition to satisfaction of the other conditions to an Advance, Lender and Inspector shall have independently confirmed, in their reasonable discretion, that all conditions to payment of the retainage under applicable construction contract(s) have been satisfied.

Section 4. Collateral.

- 4.1 Grant of Security Interest. To secure the prompt payment and performance of all Obligations, Borrower hereby grants to Lender a lien and continuing security interest in all of Borrower's right, title and interest in the Sculpture Park, the Project Documents, the Construction Documents, and all of Borrower's other assets, including all Equipment, Inventory, Accounts, Chattel Paper, General Intangibles, Goods, Documents, Fixtures, Deposit Accounts (including the Escrow Account and the Interest reserve Account), Instruments, Investment Property, Letter of Credit Rights, Software, Commercial Tort Claims (including the Specified Commercial Tort Claims), money, and all other property of Borrower pledged as security for the Obligations in any EPWA Loan Document, in each case, whether owned now or acquired after the date of this Agreement, and including all proceeds of the foregoing and all books and records related to the foregoing (all of the foregoing, the "Collateral").
- 4.2 No Assumption of Liability. The security interest granted by this Agreement is given as security only and shall not subject Lender to, or in any way modify, any obligation or liability of Borrower relating to any of the Collateral.
- 4.3 Further Assurances. Promptly upon request, Borrower shall deliver such instruments, assignments, title certificates or other documents or agreements, and shall take such actions, as Lender deems appropriate to evidence or perfect its lien and security interests in any of the Collateral, or otherwise to give effect to the intent of this Agreement.
- 4.4 Reserve Account. As long as an Event of Default has not occurred, Borrower will not be required to pay into any reserve accounts, including without limitation, any reserve accounts for real estate taxes or insurance premiums.

Section 5. Representations and Warranties. Borrower represents and warrants to Lender as follows:

- 5.1 Legal Status. Borrower is a not-for-profit corporation duly formed and existing in good standing under the laws of the State of Oklahoma. Borrower is qualified or licensed to do business, and is in good standing as a not-for-profit corporation, in each of the jurisdictions in which the failure to so qualify or to be so licensed would reasonably be expected to have a Material Adverse Effect.
- 5.2 Subsidiaries. Borrower does not own any voting or economic interests in any other Person.
- 5.3 Authorization and Validity. The execution, delivery and performance of the EPWA Loan Documents have been duly authorized by all necessary organizational action by Borrower and its governing body. Each EPWA Loan Document is an enforceable obligation of Borrower in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.
- 5.4 No Conflict. The execution, delivery, and performance by Borrower of this Agreement and the other EPWA Loan Documents do not and will not:
- (a) conflict with the terms of the certificate of formation or limited liability company agreement of Borrower;
 - (b) violate any provision of any judgment, decree, or order of any court or governmental authority by which Borrower is bound, or any provision of any law or regulation applicable to Borrower;
 - (c) result in a default under any contract, obligation, indenture, or other instrument to which Borrower is a party, except where such breach would not reasonably be expected to have a Material Adverse Effect;
 - (d) result in or require the imposition of any lien or encumbrance on any of Borrower's property; or
 - (e) require any authorization, approval, or other action by, or notice to or filing with, any governmental authority, regulatory body, or any other Person.
- 5.5 Indebtedness. Borrower has no outstanding Indebtedness that is not Permitted Indebtedness.
- 5.6 Title to Properties. Borrower has marketable title to the Sculpture Park and a leasehold estate in the Real Property, and good title to all of Borrower's personal property, free and clear of all liens, charges, security interests and encumbrances that are not Permitted Liens.
- 5.7 Taxes. Borrower has filed all federal, state and local tax returns and other reports that Borrower is required by law to file, and has paid, or made provision for the payment of, all taxes upon it, its income and its properties that are due and payable, except to the extent (a) being contested diligently and in good faith by proper proceedings, (b) that

would not have a Material Adverse Effect if such proceedings were to be adversely determined, (c) that adequate reserves for the payment of the taxes have been established in accordance with GAAP, and (d) that Borrower has delivered written notice thereof to Lender.

5.8 Litigation. There are no suits, proceedings, claims, or disputes pending or, to the knowledge of Borrower, threatened against or affecting Borrower or any of Borrower's assets or properties that (a) relate to any of the EPWA Loan Documents or the transactions contemplated by the EPWA Loan Documents or (b) if adversely determined, could reasonably be expected to have a Material Adverse Effect.

5.9 Compliance with Laws. Borrower is in compliance in all material respects with all laws and regulations applicable to Borrower, its business and its properties.

5.10 Environmental Laws.

(a) None of the Real Property, the Sculpture Park, nor any of Borrower's operations is in violation of any Environmental Laws or any permit or other authorization issued thereto. None of Borrower's past or present operations or properties is subject to any federal, state or local investigation to determine whether any remedial action is needed to address any environmental pollution, hazardous material or environmental clean-up. Borrower has not received any notice of any possible noncompliance with, investigation of a possible violation of, litigation relating to, or potential fine or liability under any Environmental Law, or with respect to any Release.

(b) No Hazardous Substances are, or to Borrower's knowledge have been, handled, generated, stored, processed or otherwise managed on or at the Real Property or the Sculpture Park except in compliance with Environmental Laws.

(c) There are not, and to Borrower's knowledge there have not been, any Releases in, on, under or from the Real Property or the Sculpture Park.

(d) No existing or closed underground storage tanks or other underground storage receptacles for Hazardous Substances exist on the Real Property or the Sculpture Park.

5.11 Financial Statements. The most recent balance sheet of Borrower and the related financial statements provided to Lender are materially complete and correct and fairly present the financial condition of Borrower as at the dates thereof in accordance with GAAP. Since December 31, 2023, no events have occurred that alone or together with other events have had or would reasonably be expected to have a Material Adverse Effect.

5.12 Liabilities. Borrower has no material liabilities, fixed or contingent, that are not reflected in the financial statements delivered to Lender or that have not otherwise been disclosed in writing to Lender.

5.13 Solvency. Borrower is Solvent.

5.14 Project Documents. Each of the Project Documents is in full force and effect and no default exists under any of them. Borrower has executed and delivered to Lender a true and correct copy of each Project Document and all amendments thereto.

5.15 Foreign Assets Control Regulations, Etc.

- (a) Neither the receipt by Borrower of the proceeds of the EPWA Loan nor Borrower's use of the proceeds of the EPWA Loan will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.
- (b) The Borrower (i) is not a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control or in Section 1 of the Executive Order No. 13,244 of September 24, 2011 and (ii) does not engage in any dealings or transactions with any such Person. Borrower is compliance, in all material respects, with the USA PATRIOT Act.
- (c) No part of the proceeds of the EPWA Loan will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended, assuming in all cases that such Act applies to Borrower.

5.16 Complete Disclosure. No EPWA Loan Document contains any untrue statement of a material fact or fails to disclose any material fact. Borrower has not failed to disclose to Lender in writing any fact or circumstance that could reasonably be anticipated to have a Material Adverse Effect.

Section 6. Affirmative Covenants. Until all Obligations have been satisfied in full, Borrower shall comply with the following covenants:

6.1 Payment of Indebtedness. Borrower shall promptly pay all of its Indebtedness as it becomes due, except to the extent that any such Indebtedness (other than the Obligations) is being contested diligently and in good faith and for which reserves or other provisions (if any) required by GAAP shall have been made.

6.2 Existence. Borrower shall do or cause to be done all things necessary to preserve, renew, and keep in full force and effect its existence and comply with the provisions of its organizational documents.

6.3 Compliance with Laws; Licenses. Borrower shall comply in all material respects with all laws, rules, regulations and orders applicable to Borrower, its business or its properties. Borrower shall maintain all licenses, permits, governmental approvals, and franchises necessary for the conduct of its business.

6.4 Taxes. Borrower shall pay when due all federal, state and local taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of its properties, except, to the extent contested diligently and in good faith by proper proceedings that stay the imposition of any penalty, fine or lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

6.5 Collateral.

(a) Location of Collateral. Borrower shall maintain all material Collateral at the Sculpture Park or another location that is either (i) owned by Borrower and disclosed in writing to Lender or (ii) leased by Borrower.

(b) Records with Respect to Collateral. Borrower shall keep accurate and complete records of the Collateral, including acquisitions and dispositions of material items of Collateral, and shall submit the records to Lender upon request.

(c) Defense of Title to Collateral. Borrower shall, at all times, defend Borrower's interest in the Real Property, its title to the Sculpture Park and the other Collateral and the lien of Lender in the Real Property and the other Collateral against all Persons, claims and demands.

(d) Disposition of Collateral. Borrower shall not sell, assign, transfer, convey, mortgage or otherwise encumber the Real Property or the Sculpture Park other than pursuant to the EPWA Loan Documents or a Permitted Lien. With respect to Collateral other than the Real Property or the Sculpture Park, except for the disposition of inventory in the ordinary course of business, Borrower shall not sell or otherwise dispose of any such Collateral without the prior written consent of Lender, other than replacement of such Collateral that is worn, damaged or obsolete with items of like function and value, if the replacement Collateral is acquired substantially contemporaneously with such disposition and is free of liens.

(e) Condition of Collateral. Borrower shall maintain all Collateral in good operating condition and repair, and make all necessary replacements and repairs so that the value and operating efficiency of the Collateral shall be preserved at all times, reasonable wear and tear excepted. Borrower shall keep all Collateral from being affixed to any real property other than the Real Property.

6.6 Inspection. Borrower shall permit Lender from time to time, subject (except when a default exists) to reasonable notice, to visit and inspect the Collateral and the other properties and operations of Borrower, inspect and audit Borrower's books and records, and discuss Borrower's business, assets, prospects and results of operations with its officers, employees, agents, accountants and advisors. Borrower will reimburse Lender for all its reasonable charges, costs and expenses incurred in connection with any of the foregoing.

- 6.7** Insurance. Borrower shall maintain and keep in force the insurance policies reasonably required by Lender from time to time, which shall, in any event, include those policies required by the Development Agreement. The insurance policies of Borrower shall contain an endorsement, in form and substance satisfactory to Lender, describing Lender as additional insured or loss payees, as applicable, and providing that the insurance company shall give Lender thirty (30) days prior written notice (ten days in the event of cancellation for non-payment of premiums) before such policies are altered, canceled or expired.
- 6.8** Environmental. Borrower (a) shall keep the Real Property and the Sculpture Park free from Hazardous Substances; (b) shall not install or use any underground storage tanks (except in compliance with Environmental Laws); (c) shall not use, generate, handle, store (except in compliance with Environmental Laws), produce, process or manage Hazardous Substances; (d) shall not permit any Release at, under, on or from the Real Property or the Sculpture Park; (e) shall keep the Real Property and the Sculpture Park free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of Borrower or any other Person; and (f) shall comply and cause all occupants of the Real Property and the Sculpture Park to comply with the recommendations of any qualified environmental engineer or other expert that apply or pertain to the Real Property.
- 6.9** Compliance with Project Documents. Borrower shall comply in all material respects with its obligations under the Project Documents and Construction Documents, and Borrower shall not permit any material default to exist under any of the foregoing.
- 6.10** Plans and Specifications; Completion Date. Borrower shall cause the Sculpture Park to be constructed in accordance with the Plans and Specifications and to be completed not later than Completion of Construction (as defined in the Development Agreement) from the date of this Agreement.
- 6.11** Reporting Obligations.
- (a) Tax Returns. Within thirty (30) days of the filing of each of Borrower's annual state and federal tax returns (which shall not be later than April 15 of each year, unless Borrower provides to Lender copies of applicable state and federal forms extending the deadline for filing such returns), Borrower shall provide to Lender a true and correct copy of such tax return.
- (b) Notice of Litigation. Immediately following Borrower's knowledge thereof, Borrower shall deliver to Lender written notice of any litigation that is pending or threatened against Borrower that, if adversely determined, would have a Material Adverse Effect.
- (c) Notice of Default. Immediately following Borrower's knowledge of any default or Event of Default under any EPWA Loan Document, Borrower shall deliver to Lender written notice of the default or Event of Default together with a reasonably detailed description of the default or Event of Default.

- (d) Notices under Construction Documents. Promptly upon receipt or delivery of any material notice to or from any party to a Construction Document, Borrower shall deliver a copy of such notice to Lender.
- (e) Foundation Survey. As soon as commercially reasonably following completion of the foundations for the Sculpture Park, Borrower shall provide Lender with a survey of the Sculpture Park showing the location of the foundations, and all easements on and appurtenant to the Sculpture Park together with such other items as Lender may reasonably require.
- (f) Sculpture Park Opening. Prior to commencing business at the Sculpture Park, Borrower shall provide to Lender satisfactory evidence that Borrower has satisfied all conditions to the opening of the Sculpture Park.
- (g) Other Information. Promptly upon request, Borrower shall provide Lender with any other information or reports that Lender reasonably requests.

Section 7. Negative Covenants. Borrower covenants and agrees with Lender, so long as the Obligations remain outstanding, as follows:

- 7.1 Existence of Liens. Borrower shall not create or permit to exist any lien, mortgage, security interest, or encumbrance on any of the assets of Borrower, except for Permitted Liens.
- 7.2 Restrictions on Debt. Borrower shall not create or permit to exist any Indebtedness that is not Permitted Indebtedness.
- 7.3 Sale of Assets. Borrower shall not sell, transfer, convey, or otherwise dispose of, whether pursuant to a single transaction or a series of transactions, its interest in the Real Property, the Sculpture Park, or any of its other material assets, and Borrower shall not agree to do any of the foregoing.
- 7.4 Changes in Structure. Borrower shall not: (a) merge or consolidate with any Person (or enter into any merger or consolidation agreement or plan), or permit any such merger or consolidation with it; (b) sell all or substantially all of its assets; (c) make any material change in the nature of or manner in which it conducts its business; (d) issue any Indebtedness convertible into any equity interest; (e) issue any equity interests or rights convertible into equity interests; or (f) agree to do any of the foregoing.
- 7.5 Change of Name; Amendments to Organic Documents. Borrower shall not change its name or otherwise amend its certificate of formation or limited liability company agreement.
- 7.6 Distributions. Borrower shall not pay any dividends, or make any distributions or similar payments, or incur or permit to exist and lien or restriction on any such payments, except for restrictions and liens arising under the EPWA Loan Documents.

- 7.7 Loans and Investments; Purchase of Real Property. Borrower shall not make any loans to, or investments in, any Person, except for (a) advances to employees for travel expenses and similar items in the ordinary course of business and (b) extensions of trade credit in the ordinary course of business.
- 7.8 Subsidiaries. Borrower shall not form or acquire any subsidiary.
- 7.9 Collection of Accounts. Borrower will collect its Accounts in the ordinary course of business, and will not make any discount, credit, rebate or other reduction in the original amount owing except, prior to an Event of Default, for ordinary course reductions in accordance with Borrower's existing policies.

Section 8. Intentionally omitted.

Section 9. Events of Default. Each of following shall constitute an "Event of Default:"

- 9.1 Non-Payment of Loans. The failure of Borrower to pay any principal, interest or other Obligation due under any of the EPWA Loan Documents when due and payable, and, unless occurring on the Maturity Date, such failure continues for three (3) Business Days.
- 9.2 Breach of Covenant. A default by Borrower of any of its covenants or agreements in the EPWA Loan Documents (other than the covenant set forth in Section 8.1), and, unless Lender determines in its sole reasonable discretion that such default cannot reasonably be cured, such default continues for ten Business Days.
- 9.3 Breach of Representation or Warranty. Any representation, statement, certificate, schedule, or report made or furnished to Lender by or on behalf of Borrower in the EPWA Loan Documents being false when made or deemed made.
- 9.4 Change in Control. A Change in Control occurs.
- 9.5 Destruction of Collateral. A loss, theft, damage or destruction occurs with respect to any Collateral, and the amount not covered by insurance exceeds \$100,000.00.
- 9.6 Insolvency. The occurrence of any of the following: (a) Borrower ceases to be Solvent; (b) Borrower admits in writing its inability to pay its debts as they mature; (c) Borrower makes an assignment for the benefit of creditors; or (d) bankruptcy proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors are instituted by or against Borrower and, if instituted against it, the same is not dismissed within 30 days of the filing thereof.
- 9.7 Dissolution. Any order, judgment, or decree is entered against Borrower decreeing its involuntary dissolution or split up and such order shall remain undischarged and unstayed for a period in excess of thirty (30) days; or Borrower shall otherwise dissolve, debase, or cease to exist.
- 9.8 Levy Judgment. An attachment or garnishment writ, or the like, is levied against all or any portion of the assets of Borrower or a judgment for the payment of money is rendered

against Borrower and within thirty (30) days from the entry of judgment has not been discharged or stayed pending appeal or, if any such judgment is affirmed on appeal, has not been discharged within thirty (30) days from the entry of the final order of affirmance on appeal.

- 9.9** Work Stoppage. Work ceases on the Sculpture Park for more than ten consecutive Business Days other (except in the case of abandonment) as a result of a *force majeure* event.
- 9.10** Material Adverse Effect. A Material Adverse Effect occurs or a material adverse change occurs in the financial condition of Borrower.
- 9.11** Failure of Perfection. The security interests granted by Borrower to Lender for any reason fails or ceases to create a valid and perfected and, except to the extent otherwise permitted by this Agreement, priority lien in favor of Lender.

Section 10. Remedies. If an Event of Default shall occur, then during the continuance thereof:

- 10.1** All Obligations, notwithstanding any term of this Agreement or the other EPWA Loan Documents to the contrary, shall at Lender's option (which shall have been deemed to have been exercised immediately upon the occurrence of an Event of Default pursuant to Section 9.7) and without further notice become immediately due and payable, without presentment, demand, protest or notice of dishonor, all of which are hereby expressly waived by Borrower.
- 10.2** Lender shall have all rights, powers and remedies available under this Agreement and the other EPWA Loan Documents or accorded by law, including, without limitation, the right to resort to any or all security for the Obligations and to exercise any or all of the rights of a beneficiary or secured party pursuant to applicable law.
- 10.3** Lender may require Borrower to assemble Collateral at Borrower's expense, and make it available to Lender at a place designated by Lender.
- 10.4** Lender may enter any premises where Collateral is located and, without charge by Borrower, store Collateral on such premises until sold (which sale may be conducted on such premises).
- 10.5** Borrower agrees that ten days' notice of any proposed sale or other disposition of Collateral by Lender shall be reasonable. Lender shall have the right to sell, lease or otherwise dispose of any Collateral for cash, credit or any combination thereof, and Lender may purchase any Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of the purchase price, may set off the amount of such price against the Obligations. All rights, powers and remedies of Lender in connection with the Obligations may be exercised at any time by Lender and from time to time after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

Section 11. License. Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as Borrower's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower or in Lender's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and the other EPWA Loan Documents, and, without limiting the generality of the foregoing, hereby gives such attorneys the power and right, on behalf of Borrower, without notice to or assent by Borrower, to do the following: (a) to indorse and collect any cash proceeds of the Collateral, (b) to apply the proceeds of any Collateral received by Lender to the Obligations, and (c) to discharge past due taxes, assessments, charges, fees or liens on the Collateral. Borrower shall reimburse Lender on demand for any payment made or any expense incurred by Lender in connection therewith, provided that this authorization shall not relieve Borrower of any of its obligations under any of the EPWA Loan Documents.

Section 12. Miscellaneous.

12.1 Failure or Indulgence Not Waiver. No failure or delay on the part of Lender in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement and the other EPWA Loan Documents are cumulative, and not exclusive of any rights or remedies otherwise available.

12.2 Modification. No modification, amendment or waiver of any provision of this Agreement or the other EPWA Loan Documents, nor the consent to any departure by Borrower therefrom, shall be effective unless in writing signed by the Lender and, with respect to any amendment, the Borrower. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in the same, similar or other circumstances.

12.3 USA PATRIOT Act. Lender hereby notifies Borrower that pursuant to the requirements of the USA PATRIOT Act, Lender may be required to obtain, verify and record information that identifies Borrower, including the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the USA PATRIOT Act.

12.4 Indemnification.

- (a) **General Indemnification.** Borrower shall indemnify Lender and all of its officers, employees, directors, attorneys, agents, affiliates, successors and assigns (each, an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Borrower arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other EPWA Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their

respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) the EPWA Loan or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claims, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Borrower, and regardless of whether any Indemnitee is party thereto.

- (b) Environmental Indemnification. Borrower shall indemnify each Indemnitee against, and hold each Indemnitee harmless from and against any and all liens, damages (including, without limitation, consequential damages), losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, proceedings, costs, disbursements or expenses of any kind whatsoever (including reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted against an Indemnitee or the Real Property or the Sculpture Park and arising directly or indirectly from or out of:
- (i) the past, present or future presence, Release or threat of Release of any Hazardous Substances on, in, under or affecting the Real Property or the Sculpture Park, regardless of whether caused by or within the control of Borrower;
 - (ii) the past present or future violation of any Environmental Laws relating to or affecting the Real Property, the Sculpture Park, or Borrower's operations, whether or not caused by or within the control of Borrower;
 - (iii) the failure of Borrower to comply fully with the covenants contained in Section 6.8 or any misrepresentation or inaccuracy in, or the breach of, the representations and warranties contained in Section 5.10; or,
 - (iv) the enforcement of this Section 12.4.

Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including the right to contribution, that Indemnitees may have against Borrower or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as it may be amended from time to time, or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

12.5 Notices. Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this section):

If to Lender:
Edmond Public Works Authority
P.O. Box 2970
Edmond, OK 73083
Attn: City Manager

If to Borrower:
Uncommon Ground Sculpture Park Inc.
209 French Park Place
Edmond, OK 73034
Attn: Hal French

With a copy to:
City of Edmond
P.O. Box 2970
Edmond, OK 73083
Attn: City Attorney

With a copy to:
Rubenstein & Pitts, PLLC
1503 East 19th Street
Edmond, OK 73013
Attn: Todd A. McKinnis

- 12.6** Severability. In case any provision in this Agreement or the other EPWA Loan Documents shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of such contract and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 12.7** Construction. The rule of construction that a document is to be construed most strictly against the party who drafted the document shall not be applicable because all parties participated in the preparation of this Agreement and the other EPWA Loan Documents. “Includes” and “including” are not limiting. References to exhibits shall be to exhibits to this Agreement.
- 12.8** Dates for Payment and Performance. If payment or performance of any obligation under the EPWA Loan Documents is required on a day that is not a Business Day, the payment or performance of the obligation shall be due on the next succeeding Business Day.
- 12.9** Applicable Law. The laws of the State of Oklahoma shall govern this Agreement and the other EPWA Loan Documents, and the legal relations between the parties without giving effect to any conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction.
- 12.10** Assignability. Borrower may not assign its rights or obligations under this Agreement or the other EPWA Loan Documents to any other Person without the prior written consent of the other party, and any attempted assignment in violation hereof shall be null and void ab initio.
- 12.11** Participations. Lender is authorized to assign or sell all or any portion of the EPWA Loan and to sell participation interests in the Loan, and Borrower agrees that each holder of a participation interest or subsequent holder of the EPWA Loan will be entitled to rely on the terms of the EPWA Loan Documents. Borrower authorizes Lender to disclose all financial and other information about Borrower in connection with the sale of the Loan or of participation interests in the EPWA Loan. Borrower ratifies any such actions taken prior to the date of this Agreement.
- 12.12** Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when

taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, e-mail, .pdf or other electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

- 12.13** Further Assurances. At any time or from time to time upon the request of Lender, Borrower will, and will take affirmative steps to cause third parties to, execute and deliver such further documents and do such other acts and things as Lender may reasonably request in order to effect fully the purposes of this Agreement and the other EPWA Loan Documents and to provide for the payment of the Obligations in accordance with the terms of this Agreement and the other EPWA Loan Documents.
- 12.14** Costs and Expenses. Borrower shall pay all reasonable out-of-pocket fees and expenses incurred by Lender and its affiliates (including legal fees) in connection with the negotiation, execution, delivery, administration and enforcement of the EPWA Loan Documents or the protection of Lender's rights under the EPWA Loan Documents, including all out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the Loan or the Loan Documents.
- 12.15** Usury. It is the intention of Borrower and Lender to comply with applicable usury laws. Therefore, notwithstanding any provisions to the contrary in this Agreement or in any other EPWA Loan Document, neither this Agreement nor any other EPWA Loan Document shall require the payment or permit the collection of interest in excess of the maximum amount permitted by law. If compliance with this Agreement or any other EPWA Loan Document would result in a violation of applicable usury law, the amount of the payment obligation imposed by this Agreement or any other EPWA Loan Document shall be reduced to the maximum amount permitted by law. If Lender receives any payment of interest, or receives any payment or transfer that is deemed to be interest by applicable law, in an amount that exceeds applicable law, the amount in excess of the limit imposed by law shall be applied to reduce the principal amount owing under this Agreement or the other EPWA Loan Document. If the amount received in excess of the limit imposed by law exceeds the unpaid principal balance due to Lender under this Agreement, the excess amount shall be refunded without interest to Borrower.
- 12.16** Integration. This Agreement and the other EPWA Loan Documents reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, whether before or after the date hereof, except in a writing executed by the parties hereto and referring specifically to this Agreement. From time to time prior to the payment in full of the Obligations, Borrower and Lender may conduct discussions and negotiations with respect to the EPWA Loan and the EPWA Loan Documents. Borrower agrees that no part of such discussions or negotiations should be understood as an offer to contract or to alter the terms of the EPWA Loan or the EPWA Loan Documents prior to the execution of a definitive written agreement. Prior to the execution of a definitive written agreement, Borrower shall not act in reliance on any statement of Lender or its officers. No single officer of Lender is authorized to approve any change to the terms of the EPWA Loan or the EPWA Loan Documents without prior approval in accordance with

Lender's policies and procedures. In the event of conflict between this Agreement and the Development Agreement the terms of the Development Agreement shall prevail.

12.17 Time. Time is of the essence of this Agreement and the EPWA Loan.

12.18 VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE DISTRICT COURT OF OKLAHOMA COUNTY, OKLAHOMA, OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY ACCEPTS THE JURISDICTION OF SUCH COURTS. THIS AGREEMENT SHALL NOT AFFECT THE RIGHT OF LENDER TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST BORROWER IN ANY OTHER JURISDICTION ALLOWED BY LAW. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

12.19 WAIVER OF JURY TRIAL. BORROWER AND LENDER VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE EPWA LOAN DOCUMENTS, OR THE LOAN. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO MAKE THE LOAN.

[SIGNATURES ON FOLLOWING PAGES.]

EXECUTED as of the date first written above.

“BORROWER”

UNCOMMON GROUND SCULPTURE PARK, INC.
an Oklahoma not-for-profit corporation

By: _____
Name: _____
Title: _____

“LENDER”

EDMOND PUBLIC WORKS AUTHORITY
a public trust

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Real Property

Lot 2, Block 1

April 8, 2024

A tract of land being a part of the Southeast Quarter (SE/4) of Section Thirty (30), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE North 00°23'03" West, along and with the East line of said SE/4, a distance of 1318.60 feet to the Southeast (SE) corner of the recorded plat HUNTWICK;

THENCE South 89°36'57" West, along and with the South line of said plat HUNTWICK, a distance of 50.00 feet to a point on the West right-of-way line of N Coltrane Road, also being the POINT OF BEGINNING;

THENCE along and with said West right-of-way line, the following four (4) calls:

1. South 00°23'03" East, a distance of 988.60 feet;
2. North 89°58'44" West, a distance of 14.95 feet;
3. South 00°22'24" East, a distance of 244.90 feet;
4. South 44°42'46" West, a distance of 49.42 feet to the North right-of-way line of E 2nd Street;

THENCE South 89°47'57" West, along and with said North right-of-way line, a distance of 513.42 feet;

THENCE North 00°12'03" West, departing said North right-of-way line, a distance of 159.72 feet;

THENCE North 68°32'24" West, a distance of 274.67 feet;

THENCE on a non-tangent curve to the right having a radius of 360.03 feet, a chord bearing of North 79°05'06" West, a chord length of 305.50 feet and an arc length of 315.49 feet;

THENCE South 89°47'57" West, a distance of 286.28 feet

THENCE North 00°23'23" West, a distance of 110.48 feet;

THENCE North 68°23'58" West, a distance of 203.36 feet;

THENCE South 75°45'47" West, a distance of 103.08 feet;

THENCE South 68°59'33" West, a distance of 106.98 feet;

THENCE South 72°34'33" West, a distance of 104.70 feet;

THENCE North 85°37'37" West, a distance of 100.32 feet;

THENCE South 68°29'36" West, a distance of 107.34 feet;

THENCE North 74°33'31" West, a distance of 103.85 feet;

THENCE North 72°58'39" West, a distance of 104.70 feet;

THENCE North 87°20'18" West, a distance of 100.12 feet;

THENCE North 43°48'13" West, a distance of 145.00 feet;

THENCE North 59°05'45" West, a distance of 110.43 feet to a point on the West line of said Southeast Quarter (SE/4);

THENCE North 00°28'08" West, along and with the West line of said Southeast Quarter (SE/4), a distance of 292.93 feet to a point on the South line of the recorded plat HUNTWICK II BLOCKS 12-13 recorded in Book PL 54, Page 6;

THENCE along and with the South and East lines of said plat HUNTWICK II BLOCKS 12-13 the following Three (3) calls:

1. THENCE North 89°35'53" East, a distance of 1,054.90 feet;
2. THENCE North 50°24'19" East, a distance of 277.59 feet;
3. THENCE North 00°11'43" West, a distance of 464.11 feet to a point on the South line of the recorded plat HUNTWICK II BLOCKS 1-7 Recorded in Book PL 54, Page 65;

THENCE along and with the South line of said plat HUNTWICK II BLOCKS 1-7 and the South line of the recorded plat HUNTWICK the following Five (5) calls:

1. THENCE North 89°48'17" East, a distance of 978.96 feet;
2. THENCE South 20°47'57" East, a distance of 59.59 feet;
3. THENCE South 26°51'21" East, a distance of 135.59 feet;
4. THENCE South 49°38'43" East, a distance of 152.14 feet;
5. THENCE North 89°36'57" East, a distance of 140.00 to the POINT OF BEGINNING.

Less & Except:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE North 00°23'03" West, along and with the East line of said SE/4, a distance of 1,318.60 feet to the Southeast (SE) corner of the recorded plat HUNTWICK;

THENCE along and with the South line of said plat HUNTWICK the following Five (5) calls:

1. South 89°36'57" West, a distance of 190.00 feet;
2. North 49°38'43" West, a distance of 152.14 feet;
3. North 26°51'21" West, a distance of 135.59 feet;
4. North 20°47'57" West, a distance of 59.59 feet;
5. South 89°48'17" West, a distance of 399.48 feet;

THENCE South 00°04'58" East, departing the South line of said Plat HUNTWICK, a distance of 222.05 feet; to the POINT OF BEGINNING;

THENCE South 00°04'58" East, a distance of 120.00 feet;

THENCE South 89°55'02" West, a distance of 210.00 feet;

THENCE North 00°04'58" West, a distance of 120.00 feet;

THENCE North 89°55'02" East, a distance of 210.00 feet to the POINT OF BEGINNING.

Containing 2,330,979 square feet or 53.5119 acres, more or less.

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

Prepared by Matthew Johnson P.L.S. 1807
Johnson & Associates
Certificate of Authorization No. 1484 (Expires 6-30-25)
S:\~ CIVIL\5000 - 5999\5293\5293-Lot 2 Legal.docx

EXHIBIT B

Form of Mortgage

After Recording, Return To:

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE/LENDER TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR/BORROWER UNDER THIS MORTGAGE.

EPWA MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS EPWA MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated _____, 2024 (this "Mortgage"), is made by Uncommon Ground Sculpture Park, Inc., an Oklahoma not-for-profit corporation ("Borrower"), in favor of Edmond Public Works Authority, a public trust ("Lender").

RECITALS

A. Borrower, Lender, and the City of Edmond ("City") are parties to (as amended, extended or otherwise modified from time to time, the "Development Agreement").

B. Borrower shall construct the public park on the Sculpture Park Tract pursuant to the Development Agreement (collectively, the "Sculpture Park") on real property owned by the Borrower and described on Exhibit A (the "Real Property").

C. Borrower owns fee title interest in and to the real property located in Oklahoma County, Oklahoma described on Exhibit A (the "Real Property").

D. Borrower and Lender are party to a Loan and Security Agreement, dated the date of this Mortgage (the "Loan Agreement").

E. Pursuant to the Loan Agreement, Lender has made a term loan to Borrower in the principal amount of Ten Million and No/100 Dollars (the "Loan"), which shall be paid by Borrower in full on the Maturity Date.

F. The proceeds of the Loan will be used to finance the Infrastructure Improvements costs of the Sculpture Park.

G. The execution and delivery of this Mortgage to Lender is a condition to Lender's obligation to make the Loan.

AGREEMENT

Section 1. Definitions. Capitalized terms used in this Mortgage have the meanings given to them in this Section 1 or, if not defined, such terms have the meanings given to them in the Loan Agreement.

“Act” is defined in Section 8.

“Borrower” is defined in the preamble to this Mortgage.

“Environmental Laws” means all laws, rules, regulations and orders of any governmental authority relating to public health (but excluding occupational safety and health) or the protection or pollution of the environment, including the Comprehensive Environmental Response Compensation and Liability Act, the Clean Water Act, and the Resource Conservation and Recovery Act.

“Hazardous Substance” means any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, dielectric fluid containing levels of polychlorinated biphenyls, radon gas and mold; (b) any substances defined as or included in the definition of “hazardous substances,” hazardous waste,” “hazardous materials,” extremely hazardous substances,” “restricted hazardous waste,” toxic substances,” “toxic pollutants,” “contaminants,” “pollutants” or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, the exposure to, or release of which, is prohibited, limited or regulated by any governmental authority or for which any duty or standard of care is imposed pursuant to any Environmental Law.

“Lender” is defined in the Preamble to this Agreement.

“Loan” is defined in the Recitals.

“Loan Agreement” is defined in the Recitals.

“Mortgaged Property” is defined in Section 2.

“Obligations” means Borrower's obligations to repay the Loan as set forth in the Loan Agreement and all other of the “Obligations” referred to in the Loan Agreement.

“PCT” means the Edmond Park Conservancy Trust.

“Permitted Liens” means liens in favor of Lender and each of the following:

- (a) liens securing purchase money Indebtedness permitted by clause (b) of the definition of “Permitted Indebtedness” and attaching only to the property acquired with the proceeds of such Indebtedness;
- (b) liens for taxes not yet due and payable, or which are being diligently contested in good faith by proper proceedings;
- (c) mechanics, warehouseman’s, and other similar liens arising in the ordinary course of business for obligations not yet due and payable;
- (d) easements, rights-of-way, restrictions, covenants and other agreements encumbering real property that do not secure any monetary obligation and do not materially interfere with Borrower’s business;
- (e) normal and customary rights of setoff upon deposits in favor of depository institutions, and liens of a collecting bank on payment items in the course of collection; and

“Sculpture Park” is defined in the Recitals.

“Real Property” is defined in the Recitals.

Section 2. Mortgage. Borrower hereby grants, bargains, sells, conveys, and mortgages to Lender all of Borrower’s right, title and interest in and to the Real Property and:

- (a) the Sculpture Park;
- (b) all other present and future goods, chattels, furniture, equipment, machinery, parts and tools, building maters and supplies, inventory, improvements, appurtenances, and fixtures to the Real Property and the Sculpture Park; and
- (c) all awards, payments and proceeds of conversion, whether voluntary or involuntary, of any of the foregoing, including, without limitation, all insurance, condemnation and tort claims, rent claims and other obligations dischargeable in cash.

All of the foregoing are collectively the “Mortgaged Property.”

Section 3. Assignment of Leases and Rents. Borrower hereby absolutely and unconditionally assigns, sets over, transfers, conveys and mortgages to Lender all rents, issues, proceeds, income and profits of the Real Property, including all leases and subleases of all or any of such property.

Section 4. Security Agreement. Borrower hereby grants to Lender a security interest in all Goods that are or are to become Fixtures on the Real Property, and all Equipment, Inventory, and other personal property now or hereafter located in or upon, attached to or regularly used or intended to be regularly used in connection with the Real Property.

Section 5. Fixture Filing. The parties intend that this Mortgage shall constitute both a security agreement and a financing statement filed as a fixture filing within the meaning of the Uniform Commercial Code, as enacted in the State of Oklahoma with respect to all of Mortgage's right, title, and interest, whether now owned or existing or hereafter acquired or arising in all Property and personalty which constitutes personal property and fixtures, and that a security interest shall attach thereto, and all products and proceeds thereof, for the benefit of Lender to secure the Obligations.

Section 6. Purpose; Future Advances. This Mortgage is given to secure the prompt payment and performance of the Loan and all other Obligations of Borrower. This Mortgage secures future advances.

Section 7. Covenants of Borrower.

7.1 Defense of Title to Collateral. Borrower shall, at all times, defend Borrower's right, title and interest (whether fee, leasehold, or otherwise) to the Mortgaged Property and the lien of Lender in the Mortgage Property and the other Collateral against all Persons, claims and demands.

7.2 Disposition of Mortgaged Property. Borrower shall not sell, assign, transfer, convey, mortgage or otherwise encumber the Mortgaged Property, except for the incurrence of Permitted Liens.

7.3 Condition of Collateral. Borrower shall not permit any material waste at the Real Property and shall maintain the Mortgaged Property and all Collateral in good operating condition and repair, and make all necessary replacements and repairs so that the value and operating efficiency of the Collateral shall be preserved at all times, reasonable wear and tear excepted.

7.4 Inspection. Borrower shall permit Lender from time to time, subject (except when a default exists) to reasonable notice, to visit and inspect the Real Property, the Sculpture Park, and the other properties and operations of Borrower, inspect and audit Borrower's books and records, and discuss Borrower's business, assets, prospects and results of operations with its officers, employees, agents, accountants and advisors. Borrower shall reimburse Lender for all its reasonable charges, costs and expenses incurred in connection with any of the foregoing.

7.5 Insurance. Borrower shall maintain and keep in force the insurance policies reasonably required by Lender from time to time. The insurance policies of Borrower shall contain an endorsement, in form and substance satisfactory to Lender, describing Lender as additional insured or loss payees, as applicable, and providing that the insurance company shall give Lender 30 days prior written notice (ten days in the event of cancellation for non-payment of premiums) before such policies are altered, canceled or expired.

7.6 Intentionally Omitted.

7.7 Environmental. Borrower (a) shall keep the Mortgaged Property free from Hazardous Substances; (b) shall not install or use any underground storage tanks (except in compliance with Environmental Laws); (c) shall not use, generate, handle, store (except in compliance with Environmental Laws), produce, process or manage Hazardous Substances; (d) shall not permit any Release at, under, on or from the Mortgaged Property; (e) shall keep the Mortgaged Property free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of Borrower or any other Person; and (f) shall comply and cause all occupants of the Mortgaged Property to comply with the recommendations of any qualified environmental engineer or other expert that apply or pertain to the Mortgaged Property.

Section 8. Remedies. Upon the occurrence of any Event of Default, Lender may declare the Obligations to be immediately due and payable and may foreclose this Mortgage by the exercise of the power of sale or by judicial foreclosure or exercise any other remedies provided by law, in the EPWA Loan Agreement or any other EPWA Loan Document. In lieu of or in addition to foreclosure, Lender may obtain any other legal or equitable remedy. Borrower hereby grants to and confers upon Lender the power to sell the Borrower's leasehold interest in Mortgaged Property pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act (the "Act"), as the same may be amended from time to time or other applicable statutory authority. If an Event of Default occurs, Lender may, in addition to and not in limitation of any other rights and remedies set forth in this Mortgage, elect to use the power of sale. No action of Lender based upon this Mortgage or the Act, shall constitute an election of remedies that would preclude Lender from pursuing judicial foreclosure before or at any time after commencement of the power of sale foreclosure procedure.

Section 9. Attorneys' Fees and Costs. Borrower shall pay all attorneys' fees, court costs, expenses for title examination, abstracting, and title insurance, and all other expenses incurred by Lender in any action relating to the priority, validity, or enforcement of this Mortgage.

Section 10. Appraisalment. Appraisalment of the Mortgaged Property is hereby waived, or not, at the option of Lender. Lender shall exercise such option at or prior to the time judgment is rendered in any judicial foreclosure.

Section 11. Addresses. Notices shall be given in the manner set forth in the Loan Agreement at the addresses below:

If to Borrower: Uncommon Ground Sculpture Park, Inc.
209 French Park Place
Edmond, OK 73034
Attn: Hal French

If to Lender: Edmond Public Works Authority
Attn: General Manager
24 East First Street
Edmond, Oklahoma 73034

EXECUTED AND DELIVERED as of the date first written above.

UNCOMMON GROUND SCULPTURE PARK, INC.
an Oklahoma not-for-profit corporation

By: _____
Hal French, President

STATE OF OKLAHOMA)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2024,
by _____, the _____ of
Uncommon Ground Sculpture Park, Inc., an Oklahoma not-for-profit corporation.

Notary Public

[SEAL]

My Commission expires: _____
My Commission Number: _____

EXHIBIT C
FORM OF NOTE

\$10,000,000.00

[____], 2024
Edmond, Oklahoma

The undersigned, for value received promises to pay to the order of Edmond Public Works Authority, a public trust ("Lender"), at such office as Lender may designate from time to time, the principal amount of Ten Million and No/100 Dollars (\$10,000,000.00).

The undersigned further promises to pay interest on the unpaid principal amount of this Note, as more particularly described herein. During the continuance of an Event of Default, interest hereunder shall payable at the rate of 15% per annum. Payments of both principal and interest are to be made in lawful money of the United States of America.

Borrower shall make one payment of all outstanding principal, interest and all other Obligations owing under the Loan Documents on the Maturity Date. The loan shall be forgiven upon complete construction and donation of the Real Property and improvements thereon related to the Sculpture Park to the PCT and the Note shall be considered satisfied upon forgiveness or repayment of the Loan. In the event the Sculpture Park is incomplete and not donated to PCT, all remaining funds in endowment will be returned to the City and expended funds will be repaid.

The undersigned may prepay this Note at any time without premium or penalty.

This Note is the "Note" referred to in, and evidences indebtedness incurred under, and is subject to the terms and provisions of, the Loan and Security Agreement, dated as of [____], 20__ (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement;" terms not otherwise defined have the meanings assigned to them in the Loan Agreement), between the undersigned and Lender. Reference is made to the Loan Agreement for a statement of the terms and provisions under which this Note may or must be paid prior to its due date or its due date accelerated.

This Note is made under and governed by the laws of the State of Oklahoma applicable to contracts made and to be performed entirely within such state.

The undersigned, any other party liable with respect to the Loan and any and all endorsers and accommodation parties, and each one of them, if more than one, waive any and all presentment, demand, notice of dishonor, protest, and all other notices and demands in connection with the enforcement of the Lender's rights under this Note, the Loan Agreement and the other Loan Documents, except as otherwise specifically provided for therein.

EXECUTED as of the date first written above.

UNCOMMON GROUND SCULPTURE PARK, INC.
an Oklahoma not-for-profit corporation

By: _____
Hal French, President

EXHIBIT D
FORM OF ESCROW AGREEMENT

CONSTRUCTION FUND ESCROW AGREEMENT

THIS CONSTRUCTION FUND ESCROW AGREEMENT dated as of the ___ day of _____, 2024, is made and entered into by The Edmond Public Works Authority (the “Authority”), and BOKF, NA, Oklahoma City, Oklahoma, a national banking association duly organized and doing business under the laws of the State of Oklahoma (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Authority was created by a Declaration of Trust dated October 6, 1970, as amended by a Supplement to Declaration of Trust dated July 18, 1977, as amended by a Second Supplement to Declaration of Trust dated September 6, 1977, as amended by a Third Supplement to Declaration of Trust dated September 13, 1985, and as further amended by an Amendment to Trust Indenture dated May 26, 2009, for the use and benefit of The City of Edmond, Oklahoma (the “City”), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4, inclusive, as amended and supplemented (the “Act”), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City and the Authority have adopted and approved that certain Development and Funding Assistance Agreement dated as _____, 2024 (the “Development Agreement”) by and between the City, the Authority, the French Family Charitable Foundation (the “Donor”), Uncommon Ground Sculpture Park, Inc. (the “Borrower”), The Park Conservancy Trust (the “Conservancy”), and Fine Arts Institute of Edmond (“FAI”); and

WHEREAS, the Authority has determined to make a loan to the Borrower in the amount of \$10,000,000 to provide development financing assistance in connection with the Project described in the Development Agreement; and

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of _____, 2024 (the “Loan Agreement”), by and between the Borrower and the Authority, the Authority has agreed to deposit funds in the aggregate amount of \$10,000,000.00 (the “Loan Proceeds”) with the Escrow Agent for the express purpose of funding periodic advances (collectively, the “Advances”) upon receipt of properly approved payment notices relating to Infrastructure Improvements (as defined in the Development Agreement), and referred to herein as the “Project Costs”; and

WHEREAS, the Escrow Agent has consented to act as such Escrow Agent for the purposes aforesaid and the Authority and the Escrow Agent hereby agree as follows:

A. Terms used in this Escrow Agreement which are not defined shall have such meaning as given said terms in the Development Agreement and/or the Loan Agreement.

B. The Escrow Agent accepts and undertakes the performance of the following duties:

(1) Project Fund; Loan Proceeds. There is hereby created by the Authority and ordered established with the Escrow Agent a fund to be designated “The Edmond Public Works Authority Uncommon Ground Infrastructure Improvements Construction Fund” (hereinafter, the “Project Fund”). The Loan Proceeds shall be deposited by the Authority in

the Project Fund. Monies deposited in the Project Fund shall be utilized as set out in paragraph B(3) below.

(2) Disbursement from Project Fund. The Escrow Agent is authorized and directed to make the disbursements from the Project Fund to the Borrower at the time, for the purposes, under the conditions, and upon compliance by the Borrower with the following procedures for disbursements. The Escrow Agent shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom. Disbursements from the Project Fund shall not be made until the Borrower has completed the conditions of Section 3.1 of the Loan Agreement to the satisfaction of the Authority. The Authority and the City shall give notice of its approval to the Escrow Agent before disbursement from the Project Fund shall be authorized. The Authority may designate an individual or individuals authorization to approve individual disbursement requests on behalf of the Authority.

(3) Disbursement of Loan Proceeds. Upon presentation and processing of the Payment Notices (attached hereto as Schedule "A"), as provided in paragraphs B(4), B(5) and B(7) hereof, there shall be disbursed under said Escrow Agreement, sums to be used for the purposes of paying the costs of the Infrastructure Improvements, i.e. the Project Costs. Each disbursement shall constitute an Advance for purposes of the Loan Agreement. Each Payment Notice shall constitute an Advance Request Form as defined in the Loan Agreement.

(4) Payment Requisition. The Borrower shall deliver to the Authority for approval a requisition for payment, attached hereto as Schedule "A", in form satisfactory to the Escrow Agent, stating the amount of disbursement requested. Upon approval by the Authority, the Authority shall forward the requisition to the Escrow Agent for its approval prior to any disbursement by the Escrow Agent. Each requisition for payment shall be signed by the Borrower and shall be accompanied by any canceled checks, billing statements, vouchers and invoices as requested by the Authority or the Escrow Agent. If required by the Authority or the Escrow Agent, the requisition for payment shall contain a certificate of an architect or engineer as to work done.

(5) Information. On request by the Escrow Agent, the requisition for payment shall be accompanied by proof, satisfactory to the Escrow Agent, that all invoices for labor and materials have been paid. If said information is requested, it shall be obtained and submitted to the Escrow Agent at the Borrower's expense.

(6) Project Inspection. If, for any reason, the Escrow Agent deems it necessary to cause the Project, if applicable, to be examined by a representative of Escrow Agent prior to making the advance, it shall do so promptly, and the Escrow Agent shall not be required to make said payment until such examination has been made.

(7) Disbursement. The Escrow Agent shall, on the date the requested payment is to be made or as soon thereafter as all conditions precedent to such payment have been satisfactorily met, make such payment from the Project Fund to the Creditor listed on the

Payment Requisition (which may be the Borrower if satisfactory evidence has been received that the Borrower has already made such payment for Project Costs).

(8) Money to be Held in Trust. All money required to be deposited with or paid to the Escrow Agent for account of the Project Fund under any provision of this Agreement shall be held by the Escrow Agent for the purposes herein specified and shall be subject to the lien hereof.

(9) Investment of Funds. Monies contained in the Project Fund shall be continuously invested and reinvested by the Escrow Agent in Authorized Investments (hereinafter defined) as may be directed by the Authority that shall mature not later than the respective dates, as estimated, when the monies in said funds shall be required for the purposes intended. In the absence of any direction as to investments by the Authority, the Escrow Agent shall make such investments without such direction.

(10) Authorized Investments means any of the following:

(a) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

(b) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(c) bonds, notes or other evidences or indebtedness rated "AAA" by S&P Global Ratings and "Aaa" by Moody's Investors Service issued by Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(d) U.S dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P Global Ratings and "P-1" by Moody's Investors Service and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(e) commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by S&P Global Ratings or “P-1” by Moody’s Investors Service and which matures not more than 270 days after the date of purchase;

(f) Investments in a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating by S&P Global Ratings of AAAM-G; AAA-m; or AA-m and if rated by Moody’s Investors Service rated Aaa, Aa1 or Aa2;

(g) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on the escrow, in the highest rating category of S&P Global Ratings and Moody’s Investors Service or any successors thereto; or (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in paragraph (a) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which fund is sufficient, as verified by a nationally independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) Investment Agreements [supported by appropriate opinions of counsel as to enforceability] with entities having a long-term rating at least in one of the top two ratings provided by S&P Global Ratings or Moody’s Investors Service; and

(i) certificates of deposit, time deposits or demand deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits or demand deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by such securities as are described above in clauses (a) through (d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits or demand deposits.

For purposes of this Authorized Investments definition, “Value”, as of any particular time of determination, means that the value of any investment shall be calculated as follows:

(a) as to investments the bid and asked prices of which are published on a regular basis electronically via Bloomberg or other comparable outlet: the average of the bid and asked for prices for such investments so published on or most recently prior to such time of determination;

(b) as to investments the bid and asked prices of which are not published on a regular basis electronically via Bloomberg or other comparable outlet: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Escrow Agent in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(c) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(d) as to any investment not specified above: the value thereof established by prior agreement between the Authority and the Escrow Agent.

C. It is mutually agreed by the parties hereto that said Loan Agreement is hereby adopted as a part of this Escrow Agreement, and all provisions of said Loan Agreement that relate to operation of the escrow shall be binding on both parties hereto in the same manner as though set forth fully herein; and the failure to specify in this Escrow Agreement particular duties expressed or implied in the Loan Agreement shall not be deemed a waiver of such duties by either party to this Escrow Agreement; provided, however, enforcement of any of the provisions of the Loan Agreement shall only be in accordance with the terms and provisions of this Escrow Agreement.

D. The Authority agrees to indemnify and save the Escrow Agent harmless against any liabilities which it may incur as a result of entering into this Escrow Agreement or which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Escrow Agent's negligence, willful misconduct or bad faith.

E. This Escrow Agreement shall terminate when the costs of the Infrastructure Improvements (in an amount not-to-exceed \$10,000,000) have been advanced and paid. Upon termination of this Escrow Agreement, all moneys remaining in the Project Fund shall be released to the Authority as its absolute property and free from trust.

F. This Escrow Agreement shall be governed by the applicable laws of the State of Oklahoma.

G. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Authority or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

H. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as of this ___ day of _____, 2024.

THE EDMOND PUBLIC WORKS
AUTHORITY

Chairman

ATTEST:

Secretary

(SEAL)

BOKF, NA, as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE "A"
PAYMENT REQUISITION FROM PROJECT FUND

PROJECT COSTS PAYMENT NOTICE

FROM: Uncommon Ground Sculpture Park, Inc. (the "Borrower")

TO: BOKF, NA, Oklahoma City, Oklahoma (the "Escrow Agent");
Trustees of The Edmond Public Works Authority (the "Authority"); and
Mayor and City Council of The City of Edmond, Oklahoma (the "City")

DATE: _____

Pursuant to the provisions the Loan Agreement dated as of _____, 2024, by and between the Authority and the Borrower (the "Loan Agreement"), you are forthwith given notice of the expenditure of Project Costs by the Borrower, pursuant to Sections 2.5 and 3.2 of the Loan Agreement, in the amounts shown for the purposes set forth in this Notice. You are hereby requested to disburse proceeds of the Loan, at such times and in such amounts as received, for payment of the Project Costs Disbursement Obligation as set forth in the Loan Agreement.

NOTICE NUMBER _____

CREDITOR _____

DESCRIPTION OF WORK OR ITEMS PURCHASED _____

AMOUNT REQUESTED FOR REIMBURSEMENT _____

PAYMENT DATE OF PROJECT COST _____

Notices shall be supported by invoices and canceled checks or bank statements showing the date funds are transferred for payment of authorized Project Costs, all as more thoroughly described in the Construction Disbursement Escrow Agreement dated as of _____, 2024, by and between the Authority and the Escrow Agent (the "Escrow Agreement"). Disbursement to the Borrower for costs of the Infrastructure Improvements shall occur upon receipt by the Escrow Agent of the Authority and the City approving disbursement of same.

With reference to the above notice, the undersigned duly authorized representative of the Borrower certifies that the foregoing payment is for a purpose specified in the Development Agreement and: (i) that none of the items for which this payment is proposed to be made has formed the basis for any payment heretofore made from the proceeds of the Loan; (ii) that each item for which this payment is proposed to be made is or was necessary and proper in connection with the Project and

each item of tangible property is now in place; (iii) that there has not been filed with or served upon the Borrower notice of any lien, right to lien, or attachment upon, or claim affecting the right of any such persons, firms, or corporations to receive payment of, the respective amounts stated in such notice which has not been released or will not be released simultaneously with this payment; and (iv) all Conditions to Advances (as described in Section 3.2 of the Loan Agreement) have been satisfied, as applicable.

**UNCOMMON GROUND SCULPTURE PARK,
INC.**

By: _____
Name:
Title:

Acknowledged by:

THE EDMOND PUBLIC WORKS AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

Submit in quadruplicate:

- 1 to Borrower
- 1 to Authority
- 1 to City
- 1 to Escrow Agent

EXHIBIT G

Legal Description – Restaurant & Retail Area

Lot 3 Block 1

April 8, 2024

A tract of land being a part of the Southeast Quarter (SE/4) of Section Thirty (30), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast (SE) Corner of said Southeast Quarter (SE/4);

THENCE South 89°47'57" West, along and with the South line of said SE/4, a distance of 613.59 feet;

THENCE North 00°12'03" West, departing the South line of said (SE/4), a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE South 89°47'57" West, along and with the North right-of-way line of East 2nd Street, a distance of 840.26 feet;

THENCE North 00°23'23" West, departing said North right-of-way-line, a distance of 320.00 feet;

THENCE North 89°47'57" East, a distance of 286.28 feet;

THENCE on a non-tangent curve to the left having a radius of 360.03 feet, a chord bearing of South 79°05'06" East, a chord length of 305.50 feet and an arc length of 315.49 feet;

THENCE South 68°32'24" East, a distance of 274.67 feet;

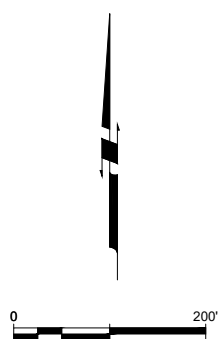
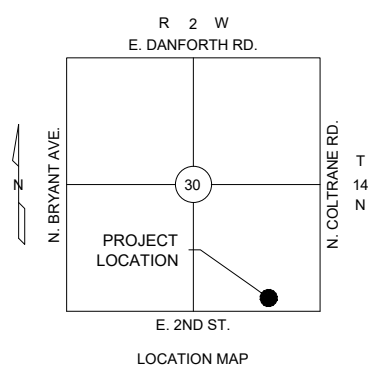
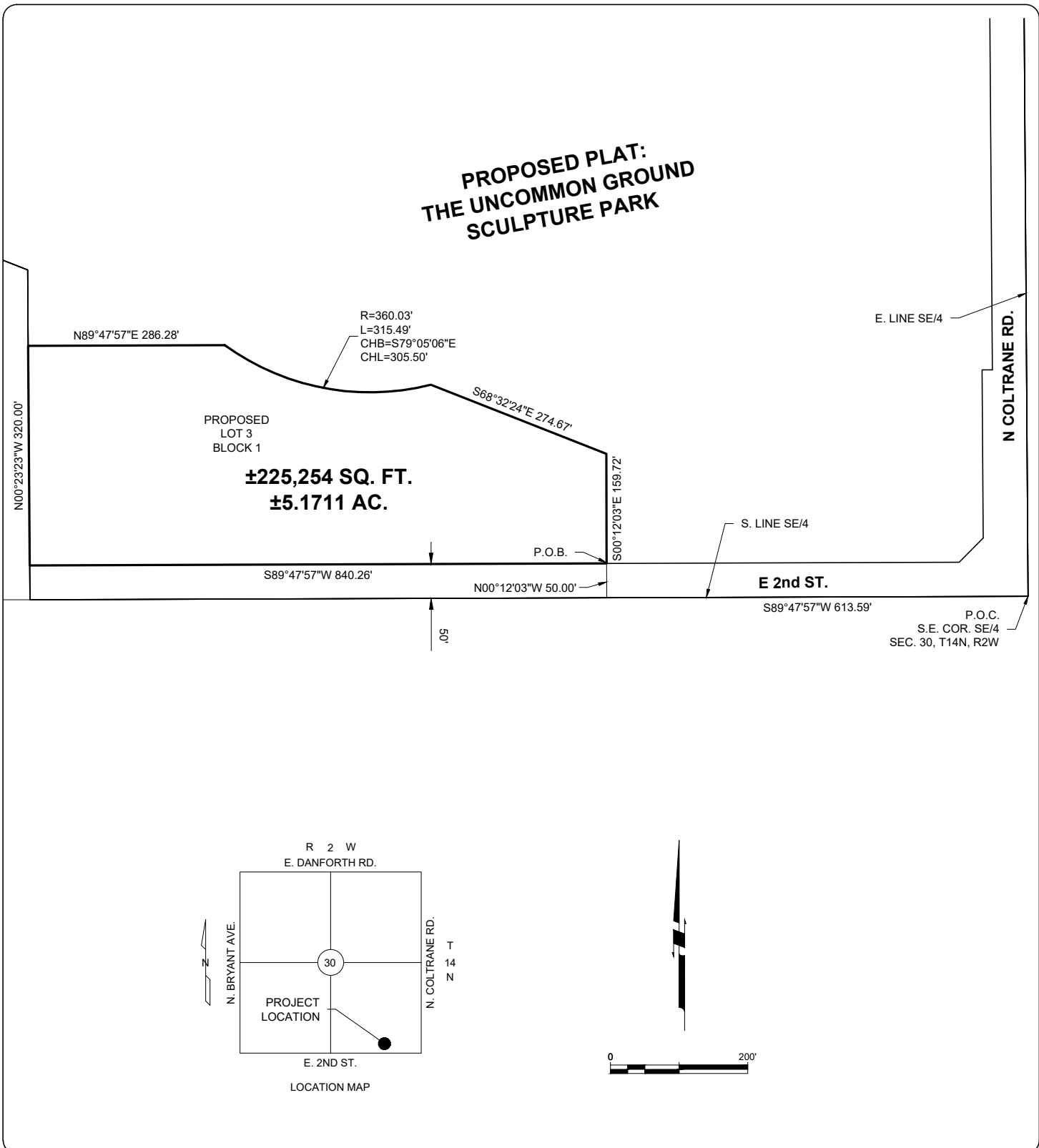
THENCE South 00°12'03" East, a distance of 159.72 feet to the POINT OF BEGINNING.

Containing 225,254 square feet or 5.1711 acres, more or less.

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

Prepared by Matthew Johnson P.L.S. 1807
Johnson & Associates
Certificate of Authorization No. 1484 (Expires 6-30-25)
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**PROPOSED PLAT:
THE UNCOMMON GROUND
SCULPTURE PARK**



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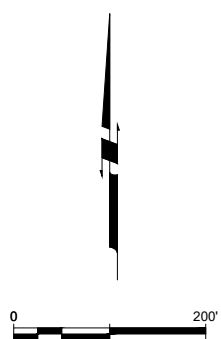
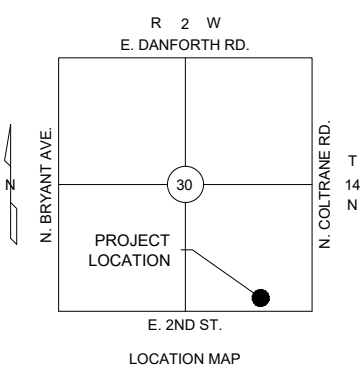
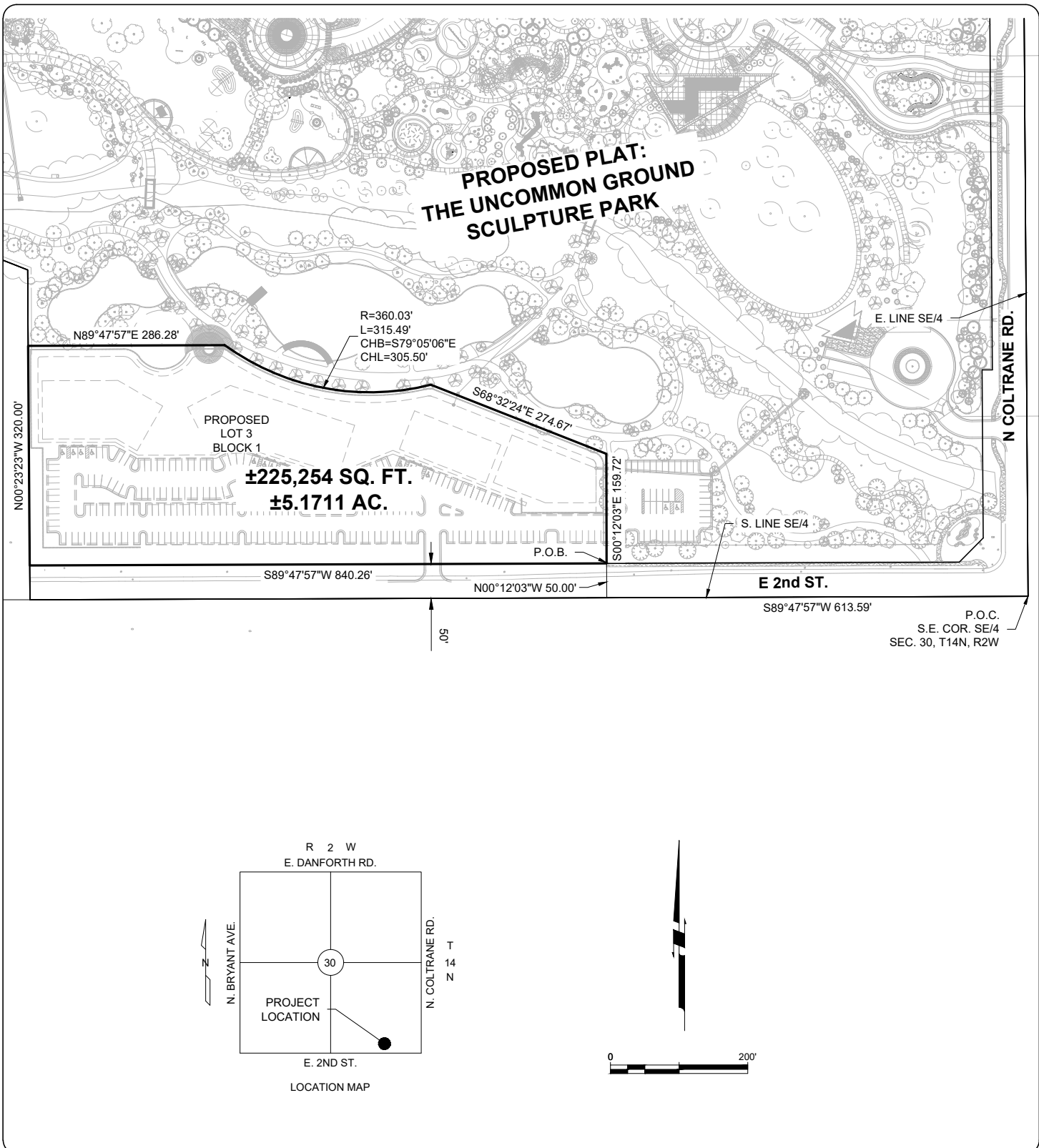
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Proj. No.:	5293
Date:	4-8-24
Scale:	1"=200'

**THE UNCOMMON GROUND
SCULPTURE PARK**
 EDMOND, OKLAHOMA COUNTY, OKLAHOMA
**LOT 3
BLOCK 1**



Johnson & Associates
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 (405) 235-8075 FAX (405) 235-8078 www.jaokc.com
 Certificate of Authorization #1484 Exp. Date: 06-30-2025
 • ENGINEERS • SURVEYORS • PLANNERS •



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Proj. No.: 5293
 Date: 4-8-24
 Scale: 1"=200'

**THE UNCOMMON GROUND
 SCULPTURE PARK**
 EDMOND, OKLAHOMA COUNTY, OKLAHOMA
**LOT 3
 BLOCK 1**

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