
MEMO

APPROVED
1/30/2023



DATE: January 25, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

SUBJECT: Agreement – The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges for Oklahoma State University Center for Health Sciences

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners (seller) and The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges on behalf Oklahoma State University Center for Health Sciences (buyer) for the purchase of the Annex Building located at 211 South Houston Avenue, Tulsa, OK 74127 Lot Four(4) and Lot Five (5), Block Nienty-Eight (98), Original Town, now City of Tulsa, Tulsa County, State of Oklahoma) in the amount of \$3,128,000.00 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The January 30, 2023 BOCC meeting agenda.

CMF# 20230134

CONTRACT FOR SALE OF REAL ESTATE

This CONTRACT FOR SALE OF REAL ESTATE (the "Contract") is entered into this day of January 30, 2023 (the "Effective Date"), by and between, THE BOARD OF REGENTS FOR THE OKLAHOMA AGRICULTURAL AND MECHANICAL COLLEGES ON BEHALF OF OKLAHOMA STATE UNIVERSITY CENTER FOR HEALTH SCIENCES (the "Buyer"), and THE BOARD OF COUNTY COMMISSIONERS FOR TULSA COUNTY (the "Seller").

1. AGREEMENT TO SELL AND PURCHASE. Subject to the terms and conditions contained herein, Seller agrees to sell and Buyer agrees to purchase the following described real estate situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) and Lot Five (5), Block Ninety-Eight (98), Original Town, now City of Tulsa, Tulsa County, State of Oklahoma, according to the Official Plat thereof a/k/a 211 South Houston Avenue, Tulsa, OK 74127.

together with all of Seller's right, title, interest, and estate in and to the surface of said real property and all oil, gas, and other minerals in and under said real property not previously reserved or conveyed of record; all buildings and structures affixed to and upon said real property, all of the appurtenances belonging to said real property and all of Sellers' right, title, and interest in and to all streets, alleys, and other public or private ways adjacent thereto, before or after vacation thereof; all of which shall be considered part of the purchase price, except as stated herein; hereinafter collectively referred to as "the Property," subject only to utility easements and mineral interests of record, upon the following terms and conditions:

2. PURCHASE PRICE & DEPOSIT: The total purchase price ("Purchase Price") shall be Three Million One Hundred Twenty-Eight Thousand Dollars (\$3,128,000.00) payable as follows, to-wit: The sum of \$3,128,000.00 to be paid at Closing.

Within seven (7) days after the Effective Date, Buyer shall deliver to Guaranty Title (the "Title Company") cash, cashier's check or certified check, or check drawn on good and sufficient funds, a deposit of One Hundred Thousand Dollars (\$100,000.00) (the "Deposit"), which shall become non-refundable and payable to Seller upon the expiration of the Inspection Period described in Item 3 below.

At Closing, the Deposit shall be disbursed to Seller and credited towards the Purchase Price.

3. CONDITION OF PROPERTY, INSPECTION AND DISCLAIMER: Neither Seller, nor their agents are experts regarding the condition of Property and except as may be specified in Paragraph 6 below, no representations, warranties, or guarantees regarding the condition of Property, or environmental hazards, are expressed or implied.

- (A) Seller represents to the best of its knowledge the Property has not been damaged or affected by flood, storm runoff water, or storm sewer backup.
- (B) During the Inspection Period, Buyer and Buyer's employees, agents and independent contractors shall have the right to enter the Property during Business Days between the hours of 9:00 a.m. and 5:00 p.m. central time to conduct such inspections and physical tests; perform economic, market feasibility and hazardous/toxic waste studies; determine zoning, building and occupancy requirements for the Property; and to conduct such other inspections and investigations as Buyer deems appropriate (the foregoing hereinafter collectively referred to as the "*Inspections*"). Buyer will utilize commercially reasonable efforts to not interfere with Seller's operation of the Property, and to exercise said rights in the least intrusive manner. Such Inspections will be at Buyer's sole cost and expense and Buyer agrees to discharge any liens that are filed against the Property as a result of the Inspections. Buyer shall not perform any invasive testing (including without limitation a Phase II environmental assessment) without Seller's prior consent which shall be in Seller's sole discretion. In the event that Seller consents to invasive testing within a building at the Property, the sampling of any portion of the interior of the buildings shall be the minimum amount necessary to obtain test results without breaking through any walls or other portions of the interior of the buildings. Buyer shall, at its sole cost and expense, promptly repair any physical damage caused to the Property by Buyer or its agents, employees, or contractors during such Inspections.
- (C) Buyer shall have until thirty (30) days from the Effective Date (the "Inspection Period") in which to approve or disapprove the condition of the Property, including any environmentally related conditions, and any other factor which, in Buyer's discretion, would affect the suitability of the Property for the Buyer's use of the Property. If Buyer shall be dissatisfied with the Property for any reason during the Inspection Period, Buyer shall have the right to terminate this Agreement by delivering written notice thereof to Seller with a copy to the Title Company prior to the expiration of the Inspection Period, and this Agreement shall thereupon be terminated, and the parties shall be relieved of any further duties or obligation to each other with respect to the Property and this Agreement except those duties or obligations which survive the termination of the Agreement. If Buyer does not terminate this Agreement prior to the expiration of the Inspection Period, then Buyer waives its right to terminate pursuant to this Section of the Agreement.
- (D) Prior to each instance of Buyer or its agents, contractors, or consultants entering the Property, Buyer shall notify Seller of Buyer's intent to enter the Property to conduct its Inspections not less than twenty-four (24) hours prior to such entry and the date and approximate time period shall be scheduled with Seller's representative who may be present at the Property, at Seller's option.
- (E) If Buyer fails to: (i) investigate for environmental risks, and the water and flood history, and water risk, attendant to the Property; (ii) have the structure,

ducts, and roof inspected; or (iii) deliver such notices in the manner specified. Buyer accepts any environmental risks, and the flood and water history and water risk which existed at the expiration of the time periods stated in the above paragraphs.

- (F) Buyers agree to accept property in its "as is" condition and no warranties are made by Seller concerning the Property.
- (G) Until Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after Closing or transfer of possession, such risk shall be upon Buyer.
- (H) Unless otherwise agreed upon in writing, Buyer, by Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then condition, including fixtures, equipment, and appliances.

4. **TITLE:** Seller, at Seller's expense, within 30 days after the Effective Date of this Contract, shall obtain a Commitment for Title Insurance (the "Title Commitment") for an owner's policy of title insurance (the "Title Policy") from the Title Company dated after the Effective Date, showing good and marketable title vested in Seller, proposing to insure Buyer, and committing to insure the Property in the amount of the Purchase Price. The Title Commitment shall show all matters affecting title to the Property including all exceptions, easements, restrictions, right-of-ways, covenants, reservations, encumbrances and other conditions affecting the Property which will appear in the Title Policy, together with legible copies of all recorded documents constituting exceptions under the Title Commitment (the "Exception Documents"). At Closing, Buyer shall pay the premium for the Title Policy.

Title to the Property shall be conveyed by Quit Claim Deed acceptable to the Buyer.

5. **SURVEY:** Buyer, at its own cost, may obtain a current ALTA survey of the Real Property ("Survey"). The survey shall show all improvements, fences, easements, rights-of-way, building lines, roads, and alleys and shall show no encroachments upon the Property and no encroachments by any of the improvements or structures on the Property onto adjacent properties or onto recorded rights-of-way or easements and shall contain a certification in favor of the Buyer and the Title Company that the survey is correct and accurate and the Property is free of encroachments, the form and content of which certification shall in any event be approved by the Title Company for the purpose of deleting the standard survey exception from the owner's policy of title insurance. Any encroachments and/or boundary disputes will be subject to, at Buyer's option, acceptance in writing by the Buyer, credit on the purchase price, rescission of the Contract, or specific performance or other legal remedy.
6. **TAXES AND PRORATIONS:** The Seller shall pay in full all special assessments against the Property due and payable upon the date of Closing, whether or not payable in installments.
7. **CLOSING:** Subject to the provisions of paragraph 7 and subject to the fulfillment of any conditions to the closing, closing shall be held on a date mutually selected by Buyer and

Seller on or before the 1st Day of March, 2023 (the "Closing"). Unless otherwise agreed in writing, possession shall be transferred at Closing.

- (A) On or before the Closing, Seller shall deliver to the Buyer a Quit Claim Deed, approved by the Buyer.
- (B) On or before Closing, Buyer shall deliver to the Title Company the balance of the Purchase Price.
- (C) On or before the Closing, Buyer and Seller shall each, subject to the terms and conditions contained in the Contract, deliver to the Title Company such other documents, instruments, certifications, and confirmations as may be reasonably necessary or required to fully effect and consummate the transaction contemplated herein.

8. **BREACH OR FAILURE TO CLOSE:** If after the Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for closing, the Buyer fails to make payments or to perform any other obligation of the Buyer under this Contract then the Seller may, at his option, cancel and terminate this Contract and pursue any other legal or equitable remedy for the breach of this Contract by the Buyer. If the Buyer performs all of the obligations of Buyer and Seller breaches this Contract or fails to perform any of Seller's obligations, then Buyer shall be entitled to either cancel and terminated this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other legal or equitable remedy.

9. **SELLERS' REPRESENTATIONS:** Seller makes the following representations and warranties to Buyer, which shall survive the Closing and the delivery of the Deed and said representations and warranties shall remain in full force and effect thereafter:

- (A) Title. Seller holds, and hereby agrees to deliver and convey to Buyer by duly and validly executed Quit Claim Deed, certificates of title and other instruments of conveyance, good and valid marketable title, in fee simple, to the Property, except as otherwise provided in this Contract.
- (B) Lawful Use. To the best of Seller's knowledge, there are no laws, statutes, ordinances, building or use restrictions, or zoning regulations now applicable to the Property which prohibit any of the uses presently being made thereof, and none of such uses constitute, in whole or in part, a nonconforming use. Seller will give Buyer prompt written notice of any such law, statute, ordinance, restriction, or regulation arising subsequent to the date hereof and prior to Closing to the extent Sellers acquire knowledge thereof.
- (C) Litigation. Seller has no knowledge of any actions, suits, or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, or before any federal, state, or municipal governmental commission, board, bureau, agency, or instrumentality which will materially adversely affect the value, occupancy, use, or operation of the Property. Seller will give Buyer

prompt written notice of any such action, suit, or proceeding arising subsequent to the date hereof and prior to transfer of possession to the extent Seller acquires knowledge thereof.

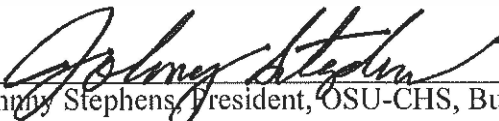
- (D) Authority. Seller has duly and validly authorized, executed, and delivered this Contract, and the execution nor delivery of this Contract nor its performance is restricted by or violates any contractual or other obligation of Seller.
- (E) Assessments. The Property is subject to an annual special assessment payable to the Tulsa Stadium Improvement District which is billed on July 1 and due by July 31 of each year. Otherwise, Seller is not aware of any assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks, and/or curbs. The special assessment due in July 2023 shall run with the land and be Buyer's obligation, without any credit or proration at Closing.
- (F) No Encroachments. To the best of Seller's knowledge, all improvements on the Property lie within the boundaries described in this Contract and do not encroach on any other property or violate any setback requirements.
- (G) Accuracy. The documents and information to be delivered by Seller to Buyer pursuant to this Contract will be complete and accurate to the best of Buyer's knowledge.
- (H) Continued Operations. From the Effective Date to the Closing, Seller will (i) not become a party to any service contract or similar agreement with respect to or affecting the Property without the prior written consent of Buyer; (ii) maintain, at Seller's expense, all existing fire and extended coverage policies covering the Property and promptly cause Buyer to be named as an additional insured thereunder as Buyer's interest may appear; and (iii) keep the Property in good condition and repair, normal wear and tear excepted.
- (I) Labor and Materials. All bills for services, labor, and materials shall be paid prior to Closing, and at Closing there will be no liens or lienable claims arising from labor performed or materials supplied, or both, affecting the Property.
- (J) Condemnation. Seller has no knowledge of any notice from any governmental authority that the Property, or any portion thereof, is or will be subject to or affected by any condemnation or similar proceedings.

- (K) Insurance Notices. No notices or requests have been received by Seller from any insurance company issuing any such policies which have not been complied with. Any notices or requests from any such insurance company received prior to transfer of possession shall be complied with by Seller prior thereto.
- (L) Status of Taxes. There are no agreements, waivers, or other arrangements providing for an extension of time with respect to the assessment of any type of tax or deficiency against Seller or the Property, nor are there any actions, suits, proceedings, investigations, or claims for additional taxes and assessments asserted by any taxing authority.
- (M) Structural or Other Defects. Seller has disclosed to Buyer any material defects of which Seller, Seller's agents, and employees have knowledge with respect to the physical condition and maintenance of the Property and which are not susceptible to discovery by Buyer from normal inspection and management of the Property and to the best of Seller's knowledge and belief, there exist no facts or circumstances which materially and adversely affect the Property, or any portion thereof, which have not been disclosed to Buyer in writing.

10. **SPECIAL CONDITIONS:** Except as otherwise set forth in Section 4, 5 and 6 of this Contract, Buyer and Seller agree to split equally the costs, fees and expenses of the Title Company and any remaining closing costs. Notwithstanding the foregoing, neither party is represented by a broker or agent in this transaction. Accordingly, no commissions shall be deducted from the amount due Seller. Furthermore, both parties shall bear the costs and fees of any lawyers representing them.
11. **EFFECT:** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended or modified by a written agreement signed by Seller and Buyer.

APPROVED BY BUYER: This 24 day of January, 2023.


The Board of Regents for the Oklahoma Agricultural
and Mechanical Colleges on Behalf of Oklahoma
State University Center for Health Sciences


Johnny Stephens, President, OSU-CHS, Buyer

APPROVED BY SELLER: This 30th day of January, 2023.


Kelly Dinkerley, Chair
Board of County Commissioners for Tulsa County, Seller

APPROVED AS TO FORM:


Assistant District Attorney