

CHICKASHA MUNICIPAL AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
DECEMBER 4, 2023

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

1. **Call to Order / Roll Call.**
2. **Consent Docket:**
 - a. Acceptance of the Minutes of the November 20, 2023 regular meeting.
 - b. Acceptance of the Claims List.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**
 - a. Discussion, consideration, and possible action to approve the purchase of 2 Headworks for an amount not to exceed \$86,562.00 from Edwards

Equipment LLC.

- b. Discussion, consideration, and possible action to approve a contract with Banner Fire Equipment, Inc. in the amount of \$995,000.00 for the purchase of real property located at 927 S. 4th Street, Chickasha, Oklahoma and authorize the Trust Manager to execute the contract and all related documents necessary for the purchase.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMA Agenda 12-4-2023

Meeting Date: 12/4/2023

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the November 20, 2023 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 4, 2023	(From)		

V. ATTACHMENTS:

1. CMA 11-20-2023

November 20, 2023

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 20th day of November 2023 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 6:34 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Chris Mosley, Chairman
Zachary Grayson, Vice Mayor
Kea Ginn
Georgianne Hebblethwaite
R. P. Ashanti-Alexander

ABSENT:

Brian Gerdes
Rick Croslin
Kelly Boyd
Oscar Nelson

STAFF

PRESENT:

Keith Johnson, City Manager
Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
D. Alexander, Asst. Police Chief
Jim Crosby, Public Works Director
Lille Huckaby, Library Director
Darren Martin, Chief Building Inspector
Tony Samaniego, Fire Chief
Elaine Jensen, Finance Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a thru ITEM 2e

ITEM 2a.

Acceptance of the Minutes of November 6, 2023, regular meeting.

ITEM 2b.

Acceptance of the Claims List.

ITEM 2c.

Acceptance of the Financials for October 2023.

TIME 6:34 P.M.

ITEM 2d. **Accept and ratify Change Order No. 1 for CMA-2302 – a/k/a 18608 CDBG 22 – Water Distribution Improvement and authorize the Mayor to execute the same.**

ITEM 2e. **Accept and ratify action to authorize the Mayor to sign all contract related documents for CDBG waterline replacement project 18608 CDBGSC 22.**

*Motion by Trustee Ashanti-Alexander, second by Trustee Grayson to approve Item 2a thru Item 2e.

Roll call vote:

Ayes:” Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 5-0

ITEM 3. **Discussion / Approval of Items Removed from Consent Docket:**

No action taken on Item 3.

ITEM 4. **Motion to Adjourn.**

*Motion by Trustee Hebblethwaite, second by Trustee Ashanti-Alexander to adjourn.

Meeting adjourned.

TIME: 6:34 PM

Approved this 4th day of December 2023.

Chris Mosley, Chairman

(ATTEST)

Susan M. McDaniel, CMC
City Clerk



City of
CHICKASHA

Meeting Type: CMA Agenda 12-4-2023

Meeting Date: 12/4/2023

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept of the Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 1, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 12-4-2023

Meeting Date: 12/4/2023

Department: Public Works

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to approve the purchase of 2 Headworks for an amount not to exceed \$86,562.00 from Edwards Equipment LLC.

I. BACKGROUND/DESCRIPTION:

This is a budgeted item.

II. RECOMMENDED ACTION:

Approve the purchase of 2 Headworks for an amount not to exceed \$86,562.00 from Edwards Equipment LLC.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Jim Crosby, Public Works Director

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 4, 2023	(From) 31-535-6400-018.5		

V. ATTACHMENTS:

- 20231201155457635

CMA

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 11/28/2023

DEPT: SEWER PLANT

DELIVER TO: PUBLIC WORKS

☐ open ☒ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☒	Vendor # 2 ☐	Vendor # 3 ☒
NAME	EDWARDS EQUIPMENT LLC	AUTOMATIC ENGINEERING CO	HAYNES EQUIPMENT CO
ADDRESS	20010 N PEEBLY RD	3322 S ANN ARBOR AVE	121 NW 1232ND ST
CITY	LUTHER, OK	OKC	OKC

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	HEADWORKS		\$ 86,562.00	\$ 492,230.00	\$ 115,684.00
TOTAL			\$ 86,562.00	\$ 492,230.00	\$ 115,684.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 86,562.00	\$ 492,230.00	\$ 115,684.00
TOTAL FREIGHT					
TOTAL			\$ 86,562.00	\$ 492,230.00	\$ 115,684.00

DISBURSEMENT

FUND: 31DEPT: 535ITEM: 6400-018.5COMMENTS: INVOICE #

ALL EXPENDITURES OF MORE THAN \$500 MUST BE SUPPORTED BY VERBAL OR WRITTEN QUOTATIONS, MORE THAN \$1,000 MUST BE SUPPORTED BY FORMAL WRITTEN QUOTATIONS AND MORE THAN \$3,500 MUST BE DONE THROUGH A FORMAL BID PROCESS.
 QUOTATIONS MUST BE FROM AT LEAST THREE (3) RESPONSIBLE BIDDERS AND MUST BE ATTACHED.

QUOTATIONS TAKEN BY: (Printed Name/Signature) _____

CIRCLE ONE			APPROVAL	
BID ONLY	RUSH	CONTRACT ONLY	DEPARTMENT HEAD	<i>Jamie De Carr</i>
			DIRECTOR OF FINANCE	
QUOTATIONS ONLY	EMERGENCY PURCHASE		CITY MANAGER	

10/14/2013



EDWARDS EQUIPMENT LLC

QUOTE:

Company Address

20010 NORTH PEEBLY RD LUTHER, OK 73054
Phone: 405-315-5488

Date 11/28/2023**Quotation #** 14981**Quotation For** CHICKASHA HEADWORKS PUMPS**Customer Name** DERRICK & DARREL**Company Name** US WATER**City, State/Province****Phone, Fax Number****Quotation valid until:** 12/28/2023**Prepared by:** SE**Comments or Special Instructions**

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
SE				30DAYS

Quantity	Description	EACH	TAX	Amount
2	147878-MBM - Barnes Solids Handling 8ESCDU60044, Vertical Dry Pit, 8 inch discharge, hydraulic series DU, 60 HP, 1750 rpm, 460 volts, 3 phase, impeller trimmed to 290mm, Impeller Material Ductile Iron, Carbon / Sil Car Upper, Sil Car / Sil Car Lower seal, Explosion Proof = N	\$ 43,281.00		\$ 86,562.00
1	FREIGHT	\$ -		\$ -
	10-12 WEEKS			

NOTE: Taxes are not included in the quoted price. If this project **IS** tax exempt we will need a copy of the tax exemption letter. If this project is **NOT** tax exempt then taxes will be added at Invoicing.

Not Included: Tax, Hatches, 2" Guiderails, Valves, Hoist, Concrete, Interconnecting
electrical, Anchor Bolts, Panel Mounting/Stand/Hardware, Junction Boxes, Disconnects,
Anything else not specifically listed

If you have any questions concerning this quotation, please contact:
Enter your contact details

Thank you for your business!

SONNY EDWARDS sonny@edwardsequipmentllc.com

Subtotal	\$ 86,562.00
Tax Rate	
Sales Tax	\$ -
Other	
TOTAL	\$ 86,562.00

Headwork



AUTOMATIC ENGINEERING

A COGENT COMPANY

DATE: 10/27/2023

PROPOSAL #: OP-582865

TO: Derrick McDaniel

PROJECT: Headworks

Automatic Engineering proposes to furnish equipment or materials as described below.

Quantity	Item	Unit Price	Total Price
4	Flygt NZ Submersible: 3500gpm @ 50' – 460/3/60 – 60hp includes: 50' of power cable, mini-cas w/ socket, SS service cart, telescopic suction inlet, drain valve kit, and anchor bolt kit		\$404,112.00
4	Removal of existing pumps and Install of new equipment based on not disturbing plant operations, piping modifications as necessary, pump pad modifications, startup, and freight.		\$88,118.00
	Taxes not included Above scope assumes all valves, electrical equipment, and controls are in good working order for reuse, any deviation may result in a Chance Order.		
	TOTAL		\$492,230.00

THIS PROPOSAL IS SUBJECT TO OUR STANDARD ATTACHED CONDITIONS OF SALE

TERMS: Net 30 Days

QUOTED BY: Travis Fox 918-850-5090

SHIPMENT: 12 weeks ARO and APPROVAL

F.O.B. Factory

This quote is valid for 30 days

Phone (918) 585-5703

Fax (918) 585-5707

412 N Redbud Ave, Broken Arrow, OK 74012



AUTOMATIC ENGINEERING

A COGENT COMPANY

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised February 2019

✉ Reply all | ▾ 🗑 Delete Junk | ▾ ...



RE: Headworks Pumps - S/N 194282



Bobby Snow <bobbysnow@haynes-equipment.com>

Tue 8/22, 4:37 PM

Darrel White ✉

✉ Reply all | ▾

****CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. ******

Darrel,

One (1) 8" 5444S vertical close-coupled pump with mechanical seal, SS sleeve, casing & impeller wear rings, variable speed operation, 10 x 8 suction elbow, 60 HP VSS-NT WP-1 1200 RPM motor, and freight is \$ 57,842 each or \$ 231,368 for four. Installation & taxes not included.

These are identical to the existing units, so no modifications to the piping is required.

Delivery 24-28 weeks after release.

If you need a quote on letter head let me know quantity you need.

Bobby Snow
Haynes Equipment Co.
121 NW 132nd Street
Oklahoma City, OK 73114
405-755-1357 Phone
405-755-6493 Fax
bobbysnow@haynes-equipment.com

From: Darrel White <dwhite@uswatercorp.net>
Sent: Tuesday, August 22, 2023 1:38 PM
To: Bobby Snow <bobbysnow@haynes-equipment.com>
Subject: RE: Headworks Pumps

I have a tag number. It is 194282. There are 4 Fairbanks Morse 5440 10 inch inlet 8 inch outlet. 60 HP motor

Headworks Pumps

Replacing 4 pumps :

8" Vertical Close Coupled Fairbanks Morse 5444s pumps with mechanical seal, ss sleeve casing and impeller wear rings.

variable speed operation.

10"X8" Suction Elbow.

60 hp motor 1200 RPM 480 V.

50 Feet of Head



City of
CHICKASHA

Meeting Type: CMA Agenda 12-4-2023

Meeting Date: 12/4/2023

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to approve a contract with Banner Fire Equipment, Inc. in the amount of \$995,000.00 for the purchase of real property located at 927 S. 4th Street, Chickasha, Oklahoma and authorize the Trust Manager to execute the contract and all related documents necessary for the purchase.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve the contract with Banner Fire Equipment, Inc. in the amount of \$995,000.00 for the purchase of real property located at 927 S. 4th Street, Chickasha, Oklahoma and authorize the Trust Manager to execute the contract and all related documents necessary for the purchase.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 4, 2023	(From)		

V. ATTACHMENTS:

1. ChickashaBanner - 927 S 4th St (Contract)
2. EXHIBIT A - 927 S 4th St, Chickasha
3. Acknowledgement and Confirmation of Disclosures - 927 S 4th St, Chickasha
4. Disclosure of Brokerage Service - 927 S 4th St, Chickasha
5. Netsheet - Buyer

6. Wire Fraud Advisory- 927 S 4th St

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

**OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
COMMERCIAL IMPROVED**

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

_____ Financing Supplement _____ Supplement

_____ Exhibit _____

Parties. THE CONTRACT is entered into between:

_____ “Seller”,
and _____ “Buyer”.

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in _____ County, Oklahoma.

1. LEGAL DESCRIPTION.

Property Address

City

Zip

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property".)

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$_____ payable by Buyer as follows: Buyer has paid \$_____ as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of _____ or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before _____, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

4. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on _____ (**Time Reference Date**), regardless of the date the Contract is signed by Buyer and Seller. The day after the **Time Reference Date** shall be counted as day one (1). If left blank, the **Time Reference Date** shall be the third day after the last date of signatures of the Parties.

5. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

A. The Buyer agrees and acknowledges that Seller, Seller's Broker and their licensed associates, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions in Paragraph 11.

B. Buyer shall have _____ days (ten (10) days if left blank) after the **Time Reference Date** to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for the Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the **Time Reference Date** any written notices affecting the Property.

C. Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative(s), independent contractor(s) and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:

1. **Flood, Storm Water Run-off, Storm Sewer Back-up or Water History**
2. **Environmental Risks.** Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint
3. **Roof.** Structural members, roof decking, coverings and related components
4. **Structural Inspection**
5. **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations
6. **Square Footage/Acreage.** Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.

D. EQUIPMENT. Buyer and Seller shall have _____ days (7 days if blank) after the Seller's receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, seller shall complete all agreed Treatments, Repairs, or Replacements prior to the closing date. If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

E. WOOD DESTROYING INSECTS INSPECTION. Within _____ days (ten(10) if left blank) from the **Time Reference Date** of this Contract, Buyer shall have the right to have the Property inspected by Buyer's choice of a licensed exterminating company and deliver to Seller, in care of Seller's Broker, if applicable, an infestation report. The expense of such report shall be the Buyer's expense. In the event the report shows visible infestation or visible damage, Seller agrees, at Seller's expense, to treat and/or repair same, provided the estimated cost to cure such infestation or damage does not exceed \$ _____. If the estimated cost exceeds such amount, Seller shall have the option to cancel and terminate this Contract within forty-eight (48) hours of being advised of such estimate unless Buyer agrees, in writing, to pay any costs in excess of such amount.

F. BUYER'S RIGHT TO CANCEL. If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 17 within twenty-four (24) hours of the expiration of the time period specified in this provision.

6. RISK OF LOSS. Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

7. NON-FOREIGN SELLER. Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

8. ACCEPTANCE OF PROPERTY. Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

9. TITLE EVIDENCE. Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of: **(check one or both)**

SURFACE RIGHTS ABSTRACT (A below)

TITLE INSURANCE COMMITMENT AND SURVEY (B below)

A. SURFACE RIGHTS ABSTRACT

1) Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):

- a) A complete surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company; and
- b) A current Uniform Commercial Code Search Certificate.

2) LAND OR BOUNDARY SURVEY. Seller agrees that Buyer, at **(check one)** **Buyer's** **Seller's** expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.

3) BUYER TO EXAMINE TITLE EVIDENCE.

- a) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
- b) Buyer agrees to accept Title subject to: (i) utility easements serving the Property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

4) SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE); POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any Title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:

- a) Seller, at Seller's expense, shall make reasonable efforts to obtain and/or execute all documents necessary to cure Title requirements identified by Buyer; and
- b) Delay Closing Date for _____ days (thirty (30) days if left blank), or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of the earnest money.

B. TITLE INSURANCE COMMITMENT AND SURVEY

1) Seller, at **Buyer's** **Seller's** expense **(check one)**, (including the cost of pre-closing abstracting and Title examiner's report) within _____ days after _____ shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property.

2) Seller, at **Buyer's** **Seller's** expense **(check one)**, within _____ days after _____, shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the **Time Reference Date** (the "Survey"). The Survey shall show:

- a) The boundary lines, dimensions and area of the land indicated thereon,
- b) The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,
- c) The location of all setback lines
- d) The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,
- e) If the Property is un-platted, a metes and bounds description of the Property,
- f) The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and

g) If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area", as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy.

3) The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.

4) Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.

5) On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by:

(check one) Buyer Seller

6) The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.

7) Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:

a) Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or

b) Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.

8) Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey**. Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

10. TAXES, ASSESSMENTS AND PRORATIONS.

- A.** General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.
- B.** The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C.** At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D.** If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E.** If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.
- F.** All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

11. ADDITIONAL PROVISIONS.

12. TAX DEFERRED EXCHANGE 1031. In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

13. MEDIATION. Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

14 . CHOICE OF LAW AND FORUM. This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that all disputes, claims, and causes of action arising out of or related to this Contract shall be decided by either Oklahoma State Courts or Federal Courts in the State of Oklahoma.

15. BREACH AND FAILURE TO CLOSE. Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Provision 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

16. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

A. INCURRED EXPENSES. Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from earnest money.

B. RELEASE OF EARNEST MONEY. In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:

- 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
- 2) Agreement of disbursement is reached through Mediation;
- 3) Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or
- 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above has not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

17. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer.

18. NOTICE. Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

To Escrow/Closing Agent:

c/o _____

Phone: _____ **FAX:** _____

Buyers: _____ **Sellers:** _____

c/o _____ c/o _____

Phone: _____ **Phone:** _____

FAX: _____ **FAX:** _____

Email: _____ **Email:** _____

or such other address as shall hereafter be designated in writing.

19. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

(Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

It is further acknowledged and agreed by the Parties that the **Buyer** **Seller (check one)** will pay the Listing Broker a commission equal to _____ of the purchase price at Closing for services rendered in this real estate transaction.

20. TERMINATION OF OFFER. The above Offer shall automatically terminate on _____ at _____ a.m./ p.m. unless withdrawn prior to acceptance or termination.

21 . EXECUTION BY PARTIES.

AGREED TO BY BUYER:

On this Date: _____

Buyer's Printed Name

Buyer's Signature

Buyer's Printed Name

Buyer's Signature

AGREED TO BY SELLER:

On this Date: _____

Seller's Printed Name

Seller's Signature

Seller's Printed Name

Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____, 20____

Seller's Signature

Seller's Signature

EARNEST MONEY RECEIPT, INSTRUCTIONS, AND ASSOCIATE INFORMATION

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS

Paragraph, \$ _____ Check Cash as Earnest Money Deposit, has been delivered to:

Listing Broker: Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.

Selling Broker: Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.

Title Company (Name/Address of Title Company): _____

Other: _____

Date Selling Broker/Associate Signature

(Print Name) Selling Broker/Associate

SELLING BROKER/ASSOCIATE:

Name and **OREC** Associate License Number

OREC Company Name

OREC Company License Number

Company Address

Company Phone Number

Associate Email Date

Date Listing Broker/Associate Signature

(Print Name) Listing Broker/Associate

LISTING BROKER/ASSOCIATE:

Name and **OREC** Associate License Number

OREC Company Name

OREC Company License Number

Company Address

Company Phone Number

Associate Email Date

EXHIBIT "A"

Property Address: 927 S 4th St, Chickasha, Oklahoma 73018



BUYER, Chickasha Municipal Authority

SELLER, BANNER FIRE EQUIPMENT, INC.

Date

Date

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

It is hereby confirmed that prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

- ☐ **(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.**

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- ☐ Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- ☐ Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- ☐ This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
- ☐ Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- ☐ Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- ☐ Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- ☐ The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Information Booklet has been made available to the Buyer in print, or at www.orec.ok.gov.

Buyer/Tenant Name (Printed): _____ Buyer/Tenant Name (Printed): _____

Buyer/Tenant Signature: _____ Buyer/Tenant Signature: _____

Dated: _____ Dated: _____

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

- ☐ **(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.**

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.

Seller/Landlord Name (Printed): _____ Seller/Landlord Name (Printed): _____

Seller/Landlord Signature: _____ Seller/Landlord Signature: _____

Dated: _____ Dated: _____

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- ☐ Buyer Brokerage Agreement ☐ Listing Brokerage Agreement ☐ Option Agreement
☐ Sales Agreement ☐ Exchange Agreement ☐ Other _____

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
 - 1) receive all written offer and counteroffers;
 - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

(Print Name) _____ (Signature) _____

(Print Name) _____ (Signature) _____



Prepared for: City of Chickasha
Prepared by: Mitch Hammack
Representing: KW Commercial

Property Address
927 S 4th St
Chickasha, OK 73018

Prepared on: 11/2/2023

Buyer's Preliminary Estimated Statement

Item	Debit	Credit
Sales Price	\$995,000.00	
Prop. Taxes, 12/29 to 12/31	\$39.61	
Homeowner's Policy of Title Insurance (Total: \$2,385.00 as of 1/1/2019)	\$2,385.00	
Closing Fee (Total: \$300.00 as of 1/1/2019)	\$150.00	
Recording Fees* (Est. Total: \$48.00)	\$48.00	
Title Exam / Attorney's Opinion	\$200.00	
Final Title Report	\$125.00	
Title Service Fee	\$125.00	
Electronic Recording Service Fee	\$5.00	
Mortgage Tax Certification Fee	\$5.00	
CC&R Fee	\$25.00	
Miscellaneous Items		
Title Insurance - SELLER RESPONSIBILITY		\$2,385.00
Due from Buyer (est.)	\$995,722.61	

***These are ESTIMATED fees. Actual fees may vary in each state, county and office. Please contact your Old Republic Title Company escrow officer for more precise figures.**

Amounts shown as "totals" above may differ from the actual amounts debited on this Netsheet due to customary buyer/seller splits in the subject property County or due to any of the applicable amounts above that you may have altered from the defaulted customary buyer/seller splits. Please contact your escrow officer for additional information.

The figures reflected in this Preliminary Estimated Statement are PRELIMINARY ESTIMATED FEES based upon information you have entered. Actual fees may vary for each transaction depending upon loan type and terms, any applicable discount rates, local governmental charges and any additional services required for your transaction. A more accurate statement will be made in the "Estimated Closing Statement" furnished by our escrow officer after we have received the loan documents. The exact total of all fees and costs will be reflected in the final closing statement.

OKLAHOMA REAL ESTATE COMMISSION

Property Address _____ (“Property”).

WIRE FRAUD ADVISORY

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses are victims and the real estate business transaction is no exception.

While wiring funds is a welcome convenience, buyers and sellers need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring instructions. In those cases, the buyers called the number provided, to confirm the instructions, and then unwittingly authorized a transfer to somewhere other than escrow. Sellers have also had their sales proceeds taken through similar schemes.

ACCORDINGLY, BUYERS AND SELLERS ARE ADVISED:

- 1. Obtain the phone number of the Escrow Officer at the beginning of the transaction.**
- 2. DO NOT EVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE INSTRUCTIONS. ONLY USE A PHONE NUMBER GIVEN TO YOU PREVIOUSLY. Do not use any different phone number included in the emailed wire transfer instructions.**
- 3. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
- 4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.**
- 5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you receive, or believe you are the recipient of, questionable or suspicious wire instructions immediately notify your bank, the Escrow Holder, and your real estate agent. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

By signing below, the undersigned acknowledge that each has read, understands, and has received a copy of this Wire Fraud Advisory.

Seller/Buyer _____

Date _____

(Repeat signature lines as necessary)