

**CHICKASHA MUNICIPAL AUTHORITY**  
**SPECIAL MEETING**

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

**TIME OF MEETING**  
**6:30 P. M.**

**DATE OF MEETING**  
**MAY 13, 2025**

**1. Call to Order/Roll Call.**

**2. Executive Session:**

- a. Discussion, consideration and possible action to enter into an executive session pursuant to Title 25 O.S. Section 307 (B) (3) to discuss the purchase or appraisal of real property (property commonly referred to as the Chickasha Golf and Country Club) and to enter into executive session to discuss confidential communications between the Trust and Trust's Attorneys concerning a pending investigation, claim or action which the Trust with the advice of the Trust's Attorneys, has determined that disclosure will seriously impair the ability of the Trust to process the claim or conduct the pending investigation, litigation, or proceeding in the public interest in compliance with its duty of confidentiality under the provisions of 25 O.S. Section 307 (B) (4).

Chisolm Trail Development LLC v. City of Chickasha and the Chickasha Municipal Authority, Grady County Case No. CJ-2021-230;

- b. Reconvene Open Session.

**3. Discussion and Consideration:**

- a. Discussion, consideration, and possible action to approve a Real Estate Purchase Agreement with Jimmy Crews for the acquisition of approximately 70 acres of property (surface rights only) said property commonly referred to as the Chickasha Golf and Country Club.
- b. Discussion, consideration, and possible action to approve a Maintenance Agreement with Jimmy Crews for the interim maintenance and preservation of approximately 70 acres of property, said property commonly referred to as the Chickasha Golf and Country Club, in the amount of \$9,428.57 plus applicable utility costs, to cover the period prior to closing and authorize the City Manager to extend the Agreement in the event closing on the property is delayed.

**4. Motion to Adjourn.**

# CHICKASHA

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Meeting Type: Special CMA Meeting 5-13-2025

Meeting Date: 5/13/2025

Department: Administration

Agenda Item No. 3.a.

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**AGENDA ITEM:** Discussion, consideration, and possible action to approve a Real Estate Purchase Agreement with Jimmy Crews for the acquisition of approximately 70 acres of property (surface rights only) said property commonly referred to as the Chickasha Golf and Country Club.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

|                               | Fund   | Account | Amount |
|-------------------------------|--------|---------|--------|
|                               | (To)   |         |        |
|                               | FUND   | ACCOUNT | AMOUNT |
| Meeting Date:<br>May 13, 2025 | (From) |         |        |

V. ATTACHMENTS:

**THIS REAL ESTATE PURCHASE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**SELLER AND NOTICE ADDRESS:** Jimmy Crews 2877 County Street 2810 Ninnekah, OK 73067 Email: JCREWS@goodwillson.org

**BUYER AND NOTICE ADDRESS:** Chickasha Municipal Authority, a Public Trust Authority 117 N. 4th St Chickasha, OK 73018 Phone: (405) 222-6000 Email: Jim.Crosby@Chickasha.org

RECITALS WHEREAS, Seller is the owner of certain real property consisting of approximately 70.48 acres of land, commonly known as Chickasha Golf and Country Club located at 2900 S 16th St, Chickasha, Oklahoma 73018, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. AGREEMENT TO PURCHASE AND SELL**

1.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property described in Exhibit A, together with: (a) All buildings, improvements, and structures located thereon; (b) All fixtures, equipment, machinery, tools, and personal property used in connection with the operation of the golf course, including without limitation all indoor furnishings that are part of the amenities offered at the Chickasha Golf and Country Club, such as couches, chairs, tables, televisions, vendor stations, electronics, computers, cameras, refrigerators, kitchen equipment, office equipment, maintenance equipment, golf carts, and all other personal property located on the premises and used in connection with the operation of the golf course, as more particularly itemized in Exhibit B; (c) All easements, rights-of-way, and appurtenances pertaining to the Property; (d) All water rights, water courses, and riparian rights associated with the Property; (e) All licenses, permits, and approvals related to the operation of the golf course; (f) All transferable warranties and guaranties associated with the Property; (g) All intellectual property associated with the golf course operation including tradenames, logos, websites, and social media accounts; (h) All customer lists, vendor contracts, and business records associated with the golf course operation; and (i) All other rights, privileges, and appurtenances owned by Seller and associated with the above-described Property, subject to easements, restrictions, and rights-of-way of record.

## **2. PURCHASE PRICE AND PAYMENT TERMS**

2.1 Purchase Price. The purchase price for the Property shall be \$1,600,000.00 (One Million Six Hundred Thousand Dollars) (the "Purchase Price"). In addition to the monetary payment, Buyer shall, as part of the consideration for the purchase of the Property, provide funding in the amount

of \$9,428.57 to cover necessary maintenance costs and shall be responsible for the payment of water and electricity utility charges incurred during the thirty (30) days preceding Closing. This maintenance funding shall not be construed as creating a landlord-tenant relationship or any possessory interest by Buyer prior to Closing and is offered solely in support of preserving the Property during the interim period.

**2.2 Payment of Purchase Price.** The Purchase Price shall be payable as follows: At Closing, Buyer shall pay the full Purchase Price, subject to any adjustments and prorations as provided herein, by cashier's check, certified check, or wire transfer of immediately available funds.

**2.3 Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver by Buyer of any rights, defenses, immunities, or limitations of liability available under the Governmental Tort Claims Act, 51 O.S. §151 et seq., or any other applicable law.

**2.4 Effective Date.** The Effective Date shall be the date on which the last party, whether Buyer or Seller, executes this Agreement.

### **3. DUE DILIGENCE**

**3.1 Due Diligence Period.** Buyer shall have a period of thirty (30) days from the Effective Date of this Agreement (the "Due Diligence Period") to conduct, at Buyer's expense, whatever examinations, inspections, investigations, tests, surveys, title searches, document reviews, and evaluations (collectively, "Inspections") that Buyer deems necessary or desirable to determine, in Buyer's sole discretion, whether the Property is suitable for Buyer's intended use. This expedited timeline is established to facilitate closing before the end of June 2025.

**3.2 Access to Property During the Due Diligence Period.** Seller shall provide Buyer and Buyer's agents, employees, consultants, and contractors with reasonable access to the Property at reasonable times for the purpose of conducting Inspections. Buyer shall provide Seller with reasonable notice prior to entering the Property. Buyer shall conduct all Inspections in a manner that does not unreasonably interfere with Seller's use of the Property.

**3.3 Documents to be Provided by Seller Within five (5) business days after the Effective Date.** Seller shall provide Buyer with copies of the following documents to the extent they are in Seller's possession or control: (a) All surveys, plats, and maps of the Property; (b) All environmental reports, soil tests, and engineering reports; (c) All licenses, permits, and approvals related to the Property; (d) Real estate tax bills for the past three (3) years; (e) Utility bills for the past twelve (12) months; (f) All service contracts, equipment leases, and maintenance agreements; (g) All warranties and guaranties related to the Property; (h) Financial statements, profit and loss statements, and other financial information related to the golf course operations for the past three (3) years; (i) Inventory of all equipment, machinery, tools, and personal property included in the sale; (j) Existing title insurance policies; (k) Any notices of violations of laws, ordinances, regulations, or covenants; (l) List of all current employees, including position, length of service, compensation, and benefits; and (m) Any other documents reasonably requested by Buyer related to the Property.

3.4 Termination. During Due Diligence Period If Buyer determines, in Buyer's sole discretion, that the Property is not suitable for Buyer's intended use, Buyer may terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period. Upon such termination neither party shall have any further rights or obligations under this Agreement except for those obligations that expressly survive termination.

3.5 Confidentiality. Buyer agrees to maintain the confidentiality of all documents and information provided by Seller in connection with the due diligence process. Buyer shall not disclose such documents or information to any third party, except as may be required by law or to Buyer's attorneys, accountants, consultants, and potential lenders, all of whom shall be advised of the confidential nature of such documents and information.

3.6 As-Is, Where-Is. Except as expressly set forth in this Agreement, Buyer acknowledges that the Property is being sold "as-is, where-is," without any representations or warranties, express or implied, with respect to the physical condition of the Property.

3.7 Environmental Assessment. Buyer shall have the right, but not the obligation, to conduct an environmental assessment of the Property during the Due Diligence Period, including Phase I and, if necessary, Phase II environmental assessments, at Buyer's expense. Seller shall provide reasonable access to the Property for such assessments. This provision is intended to provide Buyer with information about the environmental condition of the Property and does not obligate Buyer to conduct such assessments. The results of any environmental assessments shall be subject to the confidentiality provisions of this Agreement. Notwithstanding any other provision of this Agreement, Seller represents and warrants that Seller has disclosed to Buyer in writing all known environmental conditions, hazards, or issues affecting the Property, including but not limited to the presence of any hazardous substances, underground storage tanks, or non-compliance with environmental laws and regulations.

3.8 No Assumption of Prior Agreements or Liabilities. Buyer shall not assume or be responsible for any agreements, contracts, memberships, obligations, or liabilities previously made or incurred by Seller or any previous owners of the Property, whether written or oral, express or implied, including but not limited to membership agreements, vendor contracts, employee agreements, service agreements, equipment leases, or any other obligations associated with the operation of the Chickasha Golf and Country Club prior to Closing. Seller shall be solely responsible for terminating all such agreements and satisfying all such obligations and liabilities prior to Closing, and shall indemnify, defend, and hold Buyer harmless from any claims, demands, or liabilities arising from such agreements or obligations. This includes, without limitation, all claims by any members, vendors, or users of the golf course related to prepaid dues, deposits, or refunds. This provision shall survive Closing.

3.9 Employees. Seller acknowledges and agrees that Buyer is not assuming any employment relationships, obligations, or liabilities with respect to any employees of the Chickasha Golf and Country Club. Seller shall be solely responsible for terminating all employees prior to Closing and for all obligations and liabilities associated with such terminations, including but not limited to payment of all wages, salaries, benefits, severance payments, taxes, and any other employment-

related obligations or liabilities. Seller shall provide Buyer with documentation evidencing full compliance with all final wage payments, benefits, and related employment tax obligations. Seller shall indemnify, defend, and hold Buyer harmless from any claims, demands, or liabilities arising from such employment relationships or terminations. This provision shall survive Closing.

#### **4. TITLE AND SURVEY**

4.1 Title Commitment. Within ten (10) days after the Effective Date, Seller shall, at Seller's expense, provide Buyer with a current commitment for an ALTA Owner's Policy of Title Insurance (the "Title Commitment") issued by a nationally recognized title insurance company acceptable to Buyer (the "Title Company"), in the amount of the Purchase Price, showing title to the Property vested in Seller, together with legible copies of all documents referenced in the Title Commitment.

4.2 Survey. Within thirty (30) days after the Effective Date, Buyer may, at Buyer's expense, obtain a current ALTA/NSPS Land Title Survey of the Property (the "Survey") prepared by a licensed surveyor acceptable to Buyer.

4.3 Title and Survey Review. Buyer shall have fifteen (15) days from receipt of the later of the Title Commitment or Survey to review the same and notify Seller in writing of any objections to title or survey matters (the "Title Objections"). Any matters shown on the Title Commitment or Survey to which Buyer does not object within such period shall be deemed "Permitted Exceptions."

4.4 Seller's Response to Title Objections. Seller shall have ten (10) days from receipt of Buyer's Title Objections to notify Buyer whether Seller will cure such Title Objections. If Seller fails to respond within such period, Seller shall be deemed to have elected not to cure the Title Objections. If Seller elects not to cure any Title Objections, Buyer may either (i) terminate this Agreement by written notice to Seller within five (5) business days after Seller's response (or deemed response), (ii) waive such Title Objections and proceed to Closing, in which case such Title Objections shall become Permitted Exceptions.

4.5 Title Insurance At Closing. Seller shall convey good and marketable title to the Property to Buyer, subject only to the Permitted Exceptions. Seller shall pay the premium for the ALTA Standard Owner's Policy of Title Insurance. Buyer shall pay any additional premium for extended coverage or endorsements requested by Buyer.

4.6 Abstract of Title. agrees to furnish complete abstract of title to the Property showing good and merchantable title in Seller, clear of all encumbrances, as set forth in the Oklahoma Bar Association Title Standards. Such abstract of title is to be updated to the date of this Contract and is to be furnished within 45 days. Seller agrees to pay all of the cost of updating the abstract. Buyer agrees to have the abstract examined within 45 days from receipt of the same, and in the case of any requirements thereon, Seller shall have a reasonable time to meet such requirements. In the event Seller is unable or unwilling to comply with or satisfy Buyer's objections to title or any requirement, Buyer shall have (i) the right to waive such objection or requirement and to proceed to Closing or (ii) the right to terminate this Contract. Should Buyer elect to terminate this Contract, Buyer shall do so by giving Seller written notice of the election within 10 days.

#### **5. CONDITIONS PRECEDENT TO CLOSING**

5.1 Buyer's Conditions Precedent. Buyer's obligation to purchase the Property is contingent upon the satisfaction or waiver of the following conditions precedent: (a) Seller's representations and warranties shall be true and correct as of the Closing Date; (b) Seller shall have performed all covenants and obligations required to be performed by Seller under this Agreement; (c) The physical condition of the Property shall not have materially changed since the Effective Date; (d) Buyer shall have obtained all necessary governmental approvals for its intended use of the Property; (e) Buyer shall have secured financing for the Purchase Price on terms acceptable to Buyer; (f) The Title Company shall be prepared to issue the Title Policy subject only to the Permitted Exceptions; (g) No litigation or administrative proceeding shall be pending or threatened that would adversely affect the Property or Buyer's intended use thereof; (h) No condemnation or eminent domain proceedings shall be pending or threatened against any portion of the Property; (i) No moratorium, statute, regulation, ordinance, or similar restriction that would adversely affect Buyer's intended use of the Property shall have been enacted or adopted; and (j) The City Council of Chickasha shall have approved the purchase of the Property.

5.2 Seller's Conditions Precedent. Seller's obligation to sell the Property is contingent upon the satisfaction or waiver of the following conditions precedent: (a) Buyer's representations and warranties shall be true and correct as of the Closing Date; and (b) Buyer shall have performed all covenants and obligations required to be performed by Buyer under this Agreement.

5.3 Failure of Conditions. If any condition precedent is not satisfied or waived on or before the Closing Date, the party benefited by such condition may, by written notice to the other party, either (i) terminate this Agreement or (ii) extend the Closing Date for a period not to exceed thirty (30) days to allow additional time for the condition to be satisfied.

## 6. CLOSING

6.1 Closing Date. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall take place at the offices of the Escrow Agent on a date mutually agreeable to the parties, but in no event later than June 30, 2025 (the "Closing Date"), unless extended by mutual agreement of the parties or as otherwise provided in this Agreement.

6.2 Seller's Deliveries at Closing. At Closing, Seller shall deliver to Buyer the following: (a) General Warranty Deed conveying good and marketable title to the Property to Buyer, subject only to the Permitted Exceptions, duly executed and acknowledged by Seller. The title so conveyed shall be a good and merchantable fee simple title, both of record and in fact, free of all liens and encumbrances created by Seller, except those specifically accepted or consented to by Buyer. Marketable title to the Property shall be determined in accordance with the title standards as adopted by the Oklahoma Bar Association; (b) Bill of Sale conveying all personal property included in the sale, free and clear of all liens and encumbrances, duly executed by Seller; (c) Assignment and Assumption of only those Leases, Service Contracts, and other agreements that Buyer has expressly agreed in writing to assume, duly executed by Seller; (d) Assignment of all transferable licenses, permits, and approvals relating to the Property, duly executed by Seller; (e) FIRPTA Certificate stating that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; (f) Seller's affidavit of title and gap indemnity in form acceptable

to the Title Company; (g) Evidence of Seller's authority to sell the Property and consummate the transaction contemplated by this Agreement; (h) Closing statement setting forth the financial details of the transaction, duly executed by Seller; (i) All keys, security codes, and access devices for the Property; (j) All original documents, plans, specifications, and warranties relating to the Property in Seller's possession; (k) Notice to tenants, if any, of the change in ownership of the Property; and (l) Such other documents as may be reasonably required to consummate the transaction contemplated by this Agreement.

6.3 Buyer's Deliveries at Closing. At Closing, Buyer shall deliver to Seller the following: (a) The Purchase Price, less any adjustments and prorations as provided herein; (b) Evidence of Buyer's authority to purchase the Property and consummate the transaction contemplated by this Agreement; (c) Assignment and Assumption of only those Leases, Service Contracts, and other agreements that Buyer has expressly agreed in writing to assume, duly executed by Buyer, if any; (d) Closing statement setting forth the financial details of the transaction, duly executed by Buyer; and (e) Such other documents as may be reasonably required to consummate the transaction contemplated by this Agreement.

6.4 Closing Costs. Closing costs shall be allocated as follows: (a) Seller shall pay: i. The cost of preparing the Deed; ii. All costs related to the Abstract; iii. The premium for the ALTA Standard Owner's Policy of Title Insurance; iv. Any transfer taxes or documentary stamps; v. One-half of the escrow fees; vi. Any costs required to clear title; vii. Seller's attorney's fees; and One-half of any other Closing Fees.

(b) Buyer shall pay: i. The cost of recording the Deed; ii. The cost of the Survey; iii. Any additional premium for extended coverage or endorsements to the Title Policy; iv. One-half of the escrow fees; v. Buyer's attorney's fees; and One-half of any other Closing Fees.

6.5 Prorations. The following items shall be prorated between Seller and Buyer as of the Closing Date: (a) Rents and other income actually received from the Property; (b) Utility charges attributable to the period prior to the Closing Date shall be prorated between the parties based on actual meter readings where available. If final readings are not available as of the Closing Date, such charges shall be estimated using a reasonable daily average rate based on the most recent full billing cycle, multiplied by the number of days in the applicable pre-closing period; and (c) Payments due under service contracts that Buyer elects in writing to assume.

6.6 Taxes. Buyer is a tax-exempt public trust authority. Seller shall pay all taxes on the property, if any, up to the Closing Date.

6.7 Condition of Equipment and Personal Property. Seller represents that all personal property conveyed pursuant to this Agreement shall be in good working order, condition, and repair, ordinary wear and tear excepted, unless otherwise disclosed in writing to Buyer prior to Closing.

6.8 Post-Closing Cooperation After Closing. Seller shall reasonably cooperate with Buyer, at no additional cost, in transferring all applicable permits, licenses, accounts, and operational information, and shall promptly execute any additional documents reasonably required to effectuate such transfer.

6.9 Possession. Buyer shall have possession of the Property on the date of Closing.

## 7. REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows: (a) Seller is the sole owner of fee simple title to the Property and has full power and authority to sell the Property to Buyer on the terms set forth herein; (b) There are no leases, licenses, or other agreements granting any person or entity the right to use or occupy the Property, except as disclosed to Buyer in writing; (c) There are no pending or threatened condemnation or eminent domain proceedings affecting the Property; (d) There are no pending or threatened litigation or administrative proceedings affecting the Property; (e) Seller has not received any notice of violation of any law, ordinance, regulation, or covenant affecting the Property; (f) To the best of Seller's knowledge, there are no hazardous substances on, in, or under the Property in violation of applicable environmental laws; (g) All information provided by Seller to Buyer regarding the Property is true, complete, and accurate in all material respects; (h) There are no unrecorded easements, restrictions, or encumbrances affecting the Property; (i) All taxes, assessments, and other charges affecting the Property have been paid when due; (j) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code; (k) There are no service contracts, employment agreements, or other obligations that will bind Buyer after Closing, except as disclosed to Buyer in writing; (l) Seller has not granted any option, right of first refusal, or similar right to purchase the Property to any other person or entity; (m) Seller has disclosed to Buyer in writing all known material defects, damages, or issues affecting the Property, including but not limited to structural defects, roof leaks, mechanical system failures, electrical issues, plumbing problems, drainage issues, environmental contamination, or any other condition that might materially affect the value or use of the Property; (n) Seller acknowledges and agrees that the discovery of any material defect, damage, or issue affecting the Property that was known to Seller and not disclosed to Buyer prior to Closing may, at Buyer's option, result in termination of this Agreement, return of all deposits to Buyer, and reimbursement to Buyer of all reasonable costs and expenses incurred in connection with this transaction; and (o) Seller has provided Buyer with a complete and accurate inventory of all personal property to be included in the sale.

7.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows: (a) Buyer is a Public Trust Authority duly organized and validly existing under the laws of the State of Oklahoma; (b) Buyer has full power and authority to purchase the Property from Seller on the terms set forth herein; (c) The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary action; (d) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms; and (e) There are no pending or threatened litigation or administrative proceedings that would adversely affect Buyer's ability to perform its obligations under this Agreement.

7.3 Survival of Representations and Warranties. The representations and warranties set forth in this Section 7 shall survive the Closing.

## 8. COVENANTS

8.1 Seller's Covenants From the Effective Date until the Closing Date. Seller covenants and agrees as follows: (a) Seller shall maintain the Property in its current condition, reasonable wear and tear excepted; (b) Seller shall maintain all existing insurance policies on the Property; (c) Seller shall operate the golf course in the ordinary course of business consistent with past practice; (d) Seller shall not enter into any new leases, service contracts, or other agreements affecting the Property without Buyer's prior written consent; (e) Seller shall not grant any easements, liens, or encumbrances affecting the Property without Buyer's prior written consent; (f) Seller shall promptly notify Buyer of any material change in the condition of the Property or any notice of violation of laws, ordinances, regulations, or covenants affecting the Property; and (g) Seller shall promptly notify Buyer of any litigation, condemnation, or administrative proceeding threatened or initiated against the Property.

8.2 Buyer's Covenants From the Effective Date until the Closing Date. Buyer covenants and agrees as follows: (a) Buyer shall pursue in good faith all necessary approvals for its intended use of the Property; and (b) Buyer shall promptly notify Seller of any material change in circumstances that would adversely affect Buyer's ability to perform its obligations under this Agreement.

## **9. CASUALTY AND CONDEMNATION**

9.1 Casualty. If, prior to Closing, the Property is damaged or destroyed by fire or other casualty, Seller shall promptly notify Buyer of such damage or destruction. If the cost to repair such damage or destruction exceeds ten percent (10%) of the Purchase Price (as determined by an independent insurance adjuster selected by the parties), Buyer may either (i) terminate this Agreement by written notice to Seller within ten (10) days after receipt of such notice or (ii) proceed to Closing, in which case Seller shall assign to Buyer all insurance proceeds payable with respect to such damage or destruction, plus credit Buyer with the amount of any deductible under Seller's insurance policy.

9.2 Condemnation. If, prior to Closing, any portion of the Property is taken or threatened to be taken by condemnation or eminent domain, Seller shall promptly notify Buyer of such taking or threatened taking. If such taking or threatened taking would materially affect Buyer's intended use of the Property or reduce the value of the Property by more than ten percent (10%) of the Purchase Price (as determined by an independent appraiser selected by the parties), Buyer may either (i) terminate this Agreement by written notice to Seller within ten (10) days after receipt of such notice or (ii) proceed to Closing, in which case Seller shall assign to Buyer all condemnation awards payable with respect to such taking.

## **10. DEFAULT AND REMEDIES**

10.1 Seller's Default. If Seller fails to perform any of its obligations under this Agreement for any reason other than Buyer's default or the permitted termination of this Agreement by Seller or Buyer as provided herein, Buyer may, as its sole and exclusive remedy, either (i) terminate this Agreement by written notice to Seller, in which case the Buyer may recover from Seller Buyer's actual out-of-pocket expenses incurred in connection with this Agreement, not to exceed \$50,000, or (ii) seek specific performance of this Agreement.

10.2 Buyer's Default. If Buyer fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by Seller or Buyer as provided herein, Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to Buyer.

## 11. MISCELLANEOUS

11.1 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in the introductory paragraph of this Agreement. Any such notices shall be either (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail, (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, (iii) sent by personal delivery, in which case notice shall be deemed delivered upon delivery, or (iv) sent by email, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such email notice. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

11.2 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or negotiations between the parties. This Agreement may be amended only by a written instrument executed by both parties.

11.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to principles of conflicts of law.

11.5 Venue. Any action or proceeding arising out of this Agreement shall be brought in the courts of Grady County, Oklahoma, and each party consents to the jurisdiction of such courts.

11.6 Attorney's Fees. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

11.7 Time of Essence. Time is of the essence with respect to all provisions of this Agreement.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

11.10 No Waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the parties hereto and their permitted assigns, any legal or equitable rights hereunder.

11.12 Risk of Loss. Risk of loss or damage to the Property shall remain with Seller until Closing.

11.13 Further Assurances. Each party agrees to execute and deliver such additional documents and take such additional actions as may be reasonably necessary or desirable to carry out the provisions of this Agreement and the transactions contemplated hereby.

11.14 Effective Date. As used herein, the term "Effective Date" shall mean the date on which this Agreement is fully executed by both parties.

11.15 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

11.16 Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and made a part hereof.

11.17 Escrow Agent. The Escrow Agent shall act in accordance with the terms of this Agreement. The Escrow Agent shall not be liable to any party for any act or omission, except for bad faith, gross negligence, or willful misconduct, and the parties agree to indemnify and hold the Escrow Agent harmless from any claims, damages, losses, or expenses arising in connection with this Agreement.

11.18 Confidentiality. The parties agree to maintain the confidentiality of this Agreement and all information related to the transactions contemplated hereby to the fullest extent allowed by law. No public announcement, press release, or other disclosure regarding this Agreement or the transactions contemplated hereby shall be made prior to Closing without the prior written consent of both parties. The parties shall limit knowledge of this transaction to a need-to-know basis among their respective officials, employees, attorneys, and agents. Following Closing, any public announcement, press release, or other disclosure regarding this Agreement or the transactions contemplated hereby shall be subject to the prior approval of the other party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, nothing herein shall prevent either party from making any disclosure required by law, including but not limited to disclosure required by the Oklahoma Open Records Act.

11.19 Water Rights At Closing. Seller shall execute and deliver to Buyer an Assignment of Water Rights in form and substance reasonably acceptable to Buyer, transferring to Buyer all water rights, water permits, water allocations, and water credits, if any, associated with the Property. Seller represents and warrants that all water rights associated with the Property are in good standing and that all required fees and assessments have been paid. Seller shall cooperate with Buyer after Closing to complete any administrative transfer processes required by applicable water authorities.

11.20 Brokerage. Each party represents and warrants to the other that no broker or agent is entitled to any commission or compensation in connection with this transaction. Each party shall indemnify

and hold the other harmless from and against any claims arising out of any agreement or alleged agreement with any broker or agent by the indemnifying party. This provision shall survive the termination of the Agreement.

**11.21 No Obligation to Maintain Current Use.** Nothing in this Agreement shall obligate Buyer to continue operating the Property as a golf course following Closing. Buyer shall have the unrestricted right to use or develop the Property in any lawful manner, in accordance with applicable laws, zoning ordinances, and development regulations.

**11.22 Joint Preparation.** This Contract is to be deemed to have been prepared jointly by the parties hereto after arms-length negotiations, and any uncertainty or ambiguity existing herein shall not be construed against any party on the ground that one party or the other drafted some, or all, of this Contract or any related document.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Effective Date.

**SELLER: Jimmy Crews**

By: \_\_\_\_\_

Name: Jimmy Crews Date: \_\_\_\_\_

**BUYER: Chickasha Municipal Authority**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

EXHIBIT A  
Legal Description of the Property

ATTACHMENT "A"

**Crafton Tull**  
333 Felt's Parkway Blvd.  
Valdosta, GA 31659  
404.267.8555 FAX 404.267.8571  
www.craftontull.com  
CA 97A (1/6/13) Update 1/1/2022



 Legal Description

A tract of land situate within the East Half of the Southeast Quarter (E/2 SE/4) of Section Five (5), Township Six North (T6N), Range Seven West (R7W) of the Indian Meridian (I.M.), Grady County, Oklahoma, being more particularly described by metes and bounds as follows:

BEGINNING of the Southeast corner of said SE/4, marked by a broken P-K nail found in place; thence  
S 89° 58' 25" W along the South line of said SE/4 a distance of 1319.82 feet to the Southwest corner of  
said E/2 SE/4, marked by a 1/2" Iron Pin found in place; thence

N 00° 10' 54" W along the West line of said E/2 SE/4 a distance of 2066.39 feet; thence

N 89° 49' 39" E a distance of 490.00 feet; thence

N 00° 10' 54" W a distance of 580.00 feet to a point on the North line of said SE/4; thence

N 89° 49' 39" E along said line a distance of 2.73 feet; thence

S 00° 07' 07" E a distance of 155.00 feet; thence

N 89° 49' 39" E a distance of 830.00 feet to a point on the East line of said SE/4; thence

S 00° 07' 07" E along said line a distance of 2494.76 feet to the POINT OF BEGINNING.

Said tract contains 3,085,988 Sq Ft or 70.85 Acres, more or less.

12/12/2020 11:18 AM  
BASIS OF BEARING = S 00° 07' 07" E  
EAST LINE E/2 SE/4  
SECTION 5, T6N, R7W, I.M.  
TRACT EXHIBIT  
PROJECT #USERS\DW  
DATE: 9/29/2020  
SCALE: 1"=300'  
SHEET 2 OF 2  
© 2020 CRAFTON TULL ASSOCIATES, P.C.

## EXHIBIT B

### Inventory of Equipment, Machinery, Tools, and Personal Property

| Item No. | Description                                                                    | Quantity                           | Condition Rating                                                                                                                  |
|----------|--------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 1        | Gas-powered Golf Carts                                                         | 30 (26 operational, 4 with issues) | <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 2        | Limousine Golf Cart (gas-powered, longer style)                                | 1                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 3        | 18-foot Utility Trailer (with working lights, no title, bill of sale included) | 1                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 4        | 250-Gallon Gravity-Fed Gas Tanks                                               | 2                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 5        | Woods 14/15-foot Batwing Mower (tractor attachment)                            | 1                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 6        | Nitrogen Fertilizer (34-0-0) - 600 lbs on pallet                               | 1 pallet                           | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 7        | Sand Top Dresser (for leveling)                                                | 1                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 8        | Utility Cart (needs motor)                                                     | 1                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input checked="" type="checkbox"/> Poor |
| 9        | 20-Ton Hydraulic Bottle Press                                                  | 1                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 10       | Water Pump (for grounds)                                                       | 1                                  | <input checked="" type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 11       | John Deere E-Cut Hybrid (reel mower for golf course)                           | 1                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 12       | Jacobsen Greens King 4 Plus                                                    | 4 (3 operational, 1 for parts)     | <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 13       | Trade-in Mini Splits (in warehouse)                                            | 2                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 14       | Round Tables                                                                   | 10                                 | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 15       | 6-foot Rectangular Tables                                                      | 3                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 16       | 8-foot Rectangular Tables                                                      | 3                                  | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 17       | Banquet Chairs                                                                 | 100                                | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 18       | John Deere 3720                                                                | 1                                  | <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor |

| Item No. | Description                                                      | Quantity                       | Condition Rating                                                                                                                  |
|----------|------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 19       | 5-foot Box Blade Attachment                                      | 1                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 20       | Cutter Attachment                                                | 1                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 21       | 3-point V Blade                                                  | 1                              | <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 22       | John Deere Utility Vehicle (2-seater, gas-powered with sprayer)  | 1                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 23       | Spare Tires for John Deere Utility Vehicle                       | 4                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 24       | Hydraulic Fluid Storage Tanks                                    | 2                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 25       | Stihl Weed Eaters                                                | 4                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 26       | Stihl Blowers                                                    | 3                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 27       | ABB Control Module for Water Pump                                | 1                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 28       | YardMax Tiller                                                   | 1                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 29       | BlueBird Ground Maintenance Equipment with Small Utility Trailer | 1                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 30       | John Deere E-Cut Hybrid (newer model)                            | 1                              | <input checked="" type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 31       | Reel Master with 10 Sets of Reels                                | 2                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 32       | Jacobsen Greens King 4 Plus                                      | 4 (3 operational, 1 for parts) | <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 33       | Toro Grass Cutter                                                | 1                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 34       | US General Toolbox (large, green)                                | 1                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 35       | Storage Shelves                                                  | 7                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 36       | Ryobi Power Tools                                                | 6                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 37       | Ryobi 40V Chargers                                               | 2                              | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |

| Item No. | Description                                            | Quantity | Condition Rating                                                                                                                  |
|----------|--------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------|
| 38       | Bayer Drills                                           | Multiple | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 39       | DeWalt Charger                                         | 1        | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 40       | The Andersons Grass Seeder/Spreader                    | 1        | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 41       | Pool Pilot Digital Soft Touch Water Filtration Systems | 2        | <input checked="" type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor |
| 42       | 250+ Gallon Propane Tank                               | 1        | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 43       |                                                        |          | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 44       |                                                        |          | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 45       |                                                        |          | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 46       |                                                        |          | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 47       |                                                        |          | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 48       |                                                        |          | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 49       |                                                        |          | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |
| 50       |                                                        |          | <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor            |

# CHICKASHA

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Meeting Type: Special CMA Meeting 5-13-2025

Meeting Date: 5/13/2025

Department: Administration

Agenda Item No. 3.b.

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AGENDA ITEM: Discusslon, consideration, and possible action to approve a Maintenance Agreement with Jimmy Crews for the interim maintenance and preservation of approximately 70 acres of property, said property commonly referred to as the Chickasha Golf and Country Club, in the amount of \$9,428.57 plus applicable utility costs, to cover the period prior to closing and authorizing the City Manager to extend the Agreement in the event closing on the property is delayed.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

|               | Fund   | Account | Amount |
|---------------|--------|---------|--------|
|               | (To)   |         |        |
|               | FUND   | ACCOUNT | AMOUNT |
| Meeting Date: | (From) |         |        |
| May 13, 2025  |        |         |        |

V. ATTACHMENTS:

**MAINTENANCE AGREEMENT  
CHICKASHA GOLF AND COUNTRY CLUB  
CITY OF CHICKASHA, OKLAHOMA**

**THIS MAINTENANCE AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into on this \_\_\_\_ day of May, 2025, by and between:

**CHICKASHA MUNICIPAL AUTHORITY**, a Public Trust Authority, with its principal address and notice address at 117 N. 4th Street, Chickasha, Oklahoma 73018 (hereinafter "CITY"),

and

**JIMMY CREWS**, an individual doing business as CHICKASHA GOLF AND COUNTRY CLUB, with its principal place of business and notice address located at 2900 S 16th St, Chickasha, OK 73018 (hereinafter "CONTRACTOR").

**RECITALS**

WHEREAS, CONTRACTOR is the current owner and operator of the Chickasha Golf and Country Club; and

WHEREAS, CITY requires maintenance services for the golf course grounds and greens; and

WHEREAS, CONTRACTOR possesses the necessary skills, knowledge, and equipment to perform said maintenance services; and

WHEREAS, CITY has expressed its intention to purchase the Chickasha Golf and Country Club property within forty-five (45) to sixty (60) days from the date of this Agreement; and

WHEREAS, maintaining the golf course in good condition during this transition period serves the public interest by preserving this recreational asset for the citizens of Chickasha, preventing deterioration of the grounds, and ensuring continuity of operations for this community amenity;

WHEREAS, this Agreement is executed in conjunction with that certain Real Estate Purchase Agreement between CITY and CONTRACTOR dated \_\_\_\_\_, 2025, and the maintenance funding provided herein constitutes partial consideration under said Purchase Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. SCOPE OF SERVICES**

1.1 CONTRACTOR shall maintain the golf course grounds, including the greens, for a period of thirty (30) days.

1.2 CONTRACTOR shall be responsible for ensuring that all maintenance services are performed to industry standards for golf course maintenance.

MAINTENANCE AGREEMENT  
CHICKASHA GOLF AND COUNTRY CLUB  
CITY OF CHICKASHA, OKLAHOMA

1.3 CONTRACTOR shall have full discretion regarding staffing, scheduling, and resource allocation to accomplish the maintenance services, provided that the services meet or exceed industry standards.

## 2. TERM

2.1 This Agreement shall commence on the \_\_\_\_ day of May, 2025, and shall continue in full force and effect for a period of thirty (30) days thereafter, unless earlier terminated pursuant to the provisions herein.

## 3. COMPENSATION

3.1 CITY shall pay to CONTRACTOR the total sum of Nine Thousand Four Hundred Twenty-Eight Dollars and Fifty-Seven Cents (\$9,428.57) for services rendered under this Agreement.

3.2 Payment shall be made as follows: (a) Fifty percent (50%) of the total amount (\$4,714.29) shall be paid upon execution of this Agreement; and (b) The remaining fifty percent (50%) shall be paid upon satisfactory completion of the thirty (30) day maintenance period. Payment shall be contingent upon CONTRACTOR submitting a completed W-9 form and any other documentation reasonably required by CITY's finance department.

3.3 This compensation is for complete maintenance of the golf course grounds and greens, regardless of staffing arrangements or methods used to accomplish the maintenance.

3.4 CITY shall be responsible for payment of utility charges incurred during the thirty (30) day term of this Agreement, limited to water and electricity services necessary for maintenance and preservation of the golf course. CONTRACTOR shall ensure that utility accounts remain active in their name and shall provide CITY with copies of utility bills upon receipt. CITY shall remit payment directly to the utility provider or to CONTRACTOR upon presentation of itemized statements, as determined by CITY.

3.5 If the Real Estate Purchase Agreement between the parties does not close for any reason other than a default by CITY, CONTRACTOR shall reimburse CITY the full amount paid under this Agreement, including the \$9,428.57 and any amounts paid by CITY for utilities or third-party services related to the maintenance of the Property during the term of this Agreement. Such reimbursement shall be due within fifteen (15) days after the scheduled closing date or notice of termination, whichever is earlier. This provision shall survive termination of this Agreement.

## INDEPENDENT CONTRACTOR STATUS

4.1 The parties acknowledge that CONTRACTOR is an independent contractor and not an employee, agent, joint venturer, or partner of CITY.

4.2 CONTRACTOR shall be solely responsible for the payment of all federal, state, and local taxes and contributions, including but not limited to those required under unemployment insurance,

MAINTENANCE AGREEMENT  
CHICKASHA GOLF AND COUNTRY CLUB  
CITY OF CHICKASHA, OKLAHOMA

social security, income tax, workers' compensation, and any other applicable laws, arising from or related to CONTRACTOR's performance under this Agreement and any compensation received from CITY pursuant to this Agreement.

4.3 POSSESSORY INTEREST. Nothing in this Agreement shall be construed as granting CITY any possessory interest or right of control over the Property prior to Closing, and CITY expressly disclaims any such interest.

## 5. INSURANCE AND INDEMNIFICATION

5.1 CONTRACTOR shall maintain adequate insurance coverage for the duration of this Agreement, including general liability insurance and workers' compensation insurance as required by the laws of the State of Oklahoma.

5.2 CONTRACTOR shall provide evidence of such insurance upon CITY's request.

5.3 CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from CONTRACTOR's performance under this Agreement, provided that such claim, liability, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, caused by the negligent acts or omissions of CONTRACTOR, CONTRACTOR's employees, or any person or entity for whose acts or omissions CONTRACTOR may be liable.

## 6. TERMINATION

6.1 Either party may terminate this Agreement for cause upon written notice if the other party fails to comply with any material term or condition of this Agreement and fails to cure such breach within five (5) days after receiving written notice thereof.

6.2 In the event of termination, CONTRACTOR shall be entitled to compensation for services satisfactorily performed prior to the effective date of termination, prorated based on the number of days services were provided.

## 7. PUBLIC INTEREST STATEMENT

7.1 The parties acknowledge that this Agreement serves the public interest by ensuring the continued maintenance and preservation of the Chickasha Golf and Country Club during the period preceding CITY's intended acquisition of the property.

7.2 The parties further acknowledge that maintaining the golf course in good condition during this transition period will preserve property values, provide recreational opportunities for citizens, and prevent deterioration of a significant community asset.

## 8. MISCELLANEOUS PROVISIONS

MAINTENANCE AGREEMENT  
CHICKASHA GOLF AND COUNTRY CLUB  
CITY OF CHICKASHA, OKLAHOMA

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements.

8.2 Amendment. This Agreement may be amended only by a written instrument executed by both parties.

8.3 Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma. Sole venue shall be in the District Courts of Grady County.

8.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

8.5 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

8.6 Notices. All notices required under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, addressed to the respective parties.

8.7 Waiver. The waiver by either party of a breach of any provision shall not operate as a waiver of any subsequent breach.

8.8 Attorney's Fees. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.10 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Zachary Grayson, Chairman

CONTRACTOR:

MAINTENANCE AGREEMENT  
CHICKASHA GOLF AND COUNTRY CLUB  
CITY OF CHICKASHA, OKLAHOMA

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jimmy Crews, Owner Chickasha Golf and Country Club

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Secretary

DOCUMENT NO. CGCC-2025-01