

**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**  
**JANUARY 5, 2026**

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 December 1, 2025, regular meeting and the Minutes of the December 8, 2025, special meeting.
  - b. Accept Claims List.
  - c. Acceptance of the financials for November 2025.
  - d. Accept and ratify Resolution 2026-02R amending the FY25/26 Budget.
  
- 3. Discussion/Approval of Items Removed from Consent Docket:**
  
- 4. Consideration and Discussion Items:**

- a. Discussion, consideration, and possible action to authorize and approve the issuance of a Notice of Termination for Convenience to U.S. Water Services Corporation d/b/a USW Utility Group pursuant to the Fourth Amendment to the Water and Wastewater Systems Operations Agreement, with an effective termination date of June 30, 2026, and to authorize the Trust Manager to execute the notice on behalf of the Chickasha Municipal Authority.
- b. Discussion, consideration, and possible action to amend the Contract for Sale entered into on January 3, 2023, between the Chickasha Municipal Authority and Victor Valley Mortuary, Inc., to extend the deadline set forth in Item 3 (“Failure to Develop Property”) for obtaining an Occupancy Permit by thirty-six (36) months.

**5. Motion for Adjournment.**

# CHICKASHA

**Meeting Type: CMA Agenda 1-5-2026**

**Meeting Date: 1/5/2026**

**Department: City Clerk**

**Agenda Item No. 2.a.**

**AGENDA ITEM: Acceptance of the Minutes of the December 1, 2025, regular meeting and the Minutes of the December 8, 2025, special meeting.**

**I. BACKGROUND/DESCRIPTION:**

**II. RECOMMENDED ACTION:**

Accept of the Minutes of the December 1, 2025, regular meeting and the Minutes of the December 8, 2025, special meeting.

**III. FISCAL INFORMATION -**

**IV. FUND INFORMATION:**

<b>Dept. Director:</b> Susan M. McDaniel, CMC - City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
<b>Meeting Date:</b> January 5, 2026	(From)		

**V. ATTACHMENTS:**

1. CMA 12-1-2025
2. CMA 12-8-2025

**December 1, 2025**

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 1st day of December 2025 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Grayson called the meeting to order at 7:28 p.m.

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

**CHAIRMAN AND TRUSTEES**

**PRESENT:**                Zachary Grayson, Chairman  
Georgianne Hebblethwaite, Vice Chairman  
Lisa Hatchett  
Kea Ginn  
John Smith  
Erica Alexander  
Charlie Burruss

**ABSENT:**                Kim Irving  
Clark Southard

**STAFF**

**PRESENT:**                Jim Crosby, City Manager  
Amanda Mullins, City Attorney  
Susan M. McDaniel, City Clerk  
G. G. Music, Police Chief  
Tony Samaniego, Fire Chief  
Lillie Huckaby, Library Director  
Rich Edwards, Finance Direct  
Omar Fierro, Public Works Director  
Jessica Green, Community Development Director  
Tracey Austin, HR Director  
Shae Mortimer, Marketing and Civic Engagement Manager

**ITEM 2.**                    **Consent Docket: ITEM 2a – ITEM 2d.**

**ITEM 2a.**                **Acceptance of the Minutes of November 17, 2025, regular meeting.**

**ITEM 2b.**                **Acceptance of the Claims List.**

**ITEM 2c.**                **Authorize Staff to solicit bids for CMA-2504 – HVAC Maintenance Agreement.**

**ITEM 2d. Approve the Authorized Representative Certificate for the OWRB State Loan Program Revenue Bond and authorize the Chairman to execute the same.**

\*Motion by Trustee Alexander, second by Trustee Hebblethwaite to approve Items 2a – 2d.

Roll call vote:

Ayes:”	Hatchett, Ginn, Hebblethwaite, Alexander, Smith, Burruss, and Grayson.
“Nays:”	None.
“Abstain:”	None.
Motion carried.	7-0

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

**No Action Taken.**

**ITEM 4 Discussion and Consideration:**

**ITEM 4a. Discussion, consideration, and possible action to approve an oil and gas lease with Hermitage Holdings, LLC following a public auction pursuant to Title 64 Sections 1081 and 1082 for the following described property; Section 28, Township 7 North, Range 7 West: The West 6.5’ of Lot 10, Block 28, Chickasha OT Addition, containing 0.0321 net mineral acres, more or less; together with all roads, alleyways, easements, and rights-of-ways appurtenant thereto, as shown on the official recorded plat thereof.**

**All being located in Grady County, Oklahoma.**

**Trustee Burruss leaves his seat at 7:30 p.m.**

\*Motion by Council Member Alexander, second by Council Member Hatchett to approve an oil and gas lease with Hermitage Holdings, LLC.

Roll call vote:

“Ayes:”	Hatchett, Ginn, Hebblethwaite, Smith, Alexander, and Grayson.
“Nays:”	None.
“Abstain:”	None.
“Recuse”	Burruss
Motion passed.	6-0-0-1

Council Member Burruss returns to his seat at 7:31 p.m.

**Motion to Adjourn.**

\*Motion by Trustee Hatchett, second by Trustee Smith to adjourn.

Meeting adjourned.

Chickasha Municipal Authority Meeting 12-1-2025  
TIME 7:28 P.M.

**TIME: 7:31 p.m.**

Approved this 5th day of January 2026.

\_\_\_\_\_  
Zachary Grayson, Chairman

\_\_\_\_\_  
Susan M. McDaniel, CMC – City Clerk

(ATTEST)

**December 8, 2025**

The **SPECIAL** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 8th day of December 2025 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Grayson called the meeting to order at 6:37 p.m.

**ITEM 1.        Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance**

**CHAIRMAN AND TRUSTEES**

**PRESENT:**            Zachary Grayson, Mayor  
                          Georgianne Hebblethwaite, Vice-Mayor  
                          Lisa Hatchett  
                          Kim Irving  
                          Kea Ginn  
                          John Smith  
                          Charlie Burruss  
                          Clark Southard

**ABSENT:**            Erica Alexander

**STAFF**

**PRESENT:**            Jim Crosby, City Manager  
                          Susan McDaniel, City Clerk  
                          Shae Mortimer, Marketing and Civic Engagement Manager

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

**Roll call:**

Hatchett - Present  
Irving – Present  
Ginn - Present  
Hebblethwaite – Present  
Smith - Present  
Burruss – Present  
Southard - Present  
Grayson - Present

**ITEM 2.**                    **Discussion and Consideration Items:**

**ITEM 2a.**     **Discussion, consideration, and possible action to authorize Addendum Number 3 to the Water Treatment Plant Improvement Project, Project No. CMA-2303; OWRB Project No.: FAP-23-0009-L to extend the bid opening date from December 10, 2025, at 1:30 p.m. to January 6, 2026, at 1:30 p.m.**

\*Motion by Council Member Smith second by Council Member Hatchett to authorize Addendum Number 3 to the Water Treatment Plant Improvement Project, Project No. CMA-2303; OWRB Project No.: FAP-23-0009-L to extend the bid opening date from December 10, 2025, at 1:30 p.m. to January 6, 2026, at 1:30 p.m.

Roll call vote:

“Ayes:”	Hatchett, Irving, Ginn, Hebblethwaite, Smith, Burruss, Southard, and Grayson.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

**ITEM 3.**                    **Adjournment:**

**Motion by Council Member Hebblethwaite and second by Council Member Hatchett to adjourn the meeting.**

**Meeting adjourned.**

**TIME:            6:39 p.m.**

\_\_\_\_\_  
Zachary Grayson, Mayor

ATTEST:

\_\_\_\_\_  
Susan M. McDaniel, City Clerk

Approved this 5th day of January 2026.

# CHICKASHA

---

**Meeting Type: CMA Agenda 1-5-2026**

**Meeting Date: 1/5/2026**

**Department: Finance**

**Agenda Item No. 2.b.**

---

**AGENDA ITEM: Accept Claims List.**

**I. BACKGROUND/DESCRIPTION:**

**II. RECOMMENDED ACTION:**

**III. FISCAL INFORMATION -**

**IV. FUND INFORMATION:**

<b>Dept. Director:</b> Rich Edwards, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
<b>Meeting Date:</b> January 5, 2026	(From)		

**V. ATTACHMENTS:**

# CHICKASHA

**Meeting Type: CMA Agenda 1-5-2026**

**Meeting Date: 1/5/2026**

**Department: Finance**

**Agenda Item No. 2.c.**

**AGENDA ITEM: Acceptance of the financials for November 2025.**

**I. BACKGROUND/DESCRIPTION:**

**II. RECOMMENDED ACTION:**

**III. FISCAL INFORMATION -**

**IV. FUND INFORMATION:**

<b>Dept. Director:</b>	Fund	Account	Amount
Rich Edwards, Finance Director	(To)		
	FUND	ACCOUNT	AMOUNT
<b>Meeting Date:</b>	(From)		
January 5, 2026			

**V. ATTACHMENTS:**

# CHICKASHA

**Meeting Type: CMA Agenda 1-5-2026**

**Meeting Date: 1/5/2026**

**Department: Finance**

**Agenda Item No. 2.d.**

**AGENDA ITEM: Accept and ratify Resolution 2026-02R amending the FY25/26 Budget.**

**I. BACKGROUND/DESCRIPTION:**

**II. RECOMMENDED ACTION:**

Accept and ratify Resolution 2026-02R amending the FY25/26 Budget.

**III. FISCAL INFORMATION -**

**IV. FUND INFORMATION:**

<b>Dept. Director:</b> Rich Edwards, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
<b>Meeting Date:</b> January 5, 2026	(From)		

**V. ATTACHMENTS:**

1. Res. 2026-02R Budget Amendment
2. 20251231093022154

**RESOLUTION NO. 2026-02R**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,  
GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF  
CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2025-26**

**WHEREAS**, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2024-25 were followed, culminating the adoption of the Budget by the Mayor and Council on June 16, 2025; and

**WHEREAS** Sections 17-215 and 17-216 of the Oklahoma Municipal Budget Act specifically authorizes amendments to the adopted budget; and

**WHEREAS**, the Mayor and Council have determined a need to amend the adopted budget; and

**NOW THEREFORE**, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that:

**Section 1.** The adopted FY 2025-26 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit A"; and

FY 2025-26 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit B"; and

FY 2025-26 Budget for the DONATIONS Fund #20 is hereby amended and attached hereto as "Exhibit C"; and

FY 2025-26 Budget for the CHICKASHA MUNICIPAL AUTHORITY Fund #31 is hereby amended and attached hereto as "Exhibit D"; and

FY 2025-26 Budget for the CAPITAL PROJECTS Fund #52 is hereby amended and attached hereto as "Exhibit E".

This Resolution shall be in full force and effect from and after the passage and approval by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma.

Adopted this 5th day of January 2026.

\_\_\_\_\_  
Zachary Grayson, Mayor

ATTEST:

\_\_\_\_\_  
Susan M. McDaniel, CMC - City Clerk

(SEAL)

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

X INCREASE      \_\_\_\_\_ DECREASE      \_\_\_\_\_ TRANSFER

Fund: GENERAL  
Fund No.: 11  
Amendment No.: 9  
Fiscal Year: 2025-2026  
Bud Adj #:

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
508-5305-022	ODL- GRANTS			13,710.00	
4300-022	REVENUE-ODL GRANTS	13,710.00			
<b>TOTALS</b>		13,710.00	-	13,710.00	-

**EXPLANATION:**  
We need to increase the Library's ODL budget line to reflect the grant award notifications received in Dec. 2025. This request is to add the full amount of the grant to the FY25-26 budget.

Approved by City Manager:

12/31/25      James D. Cook  
Date                      Signature

Approved by City Council:

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

*Exhibit B*  
CITY OF CHICKASHA

**BUDGET AMENDMENT FORM**

INCREASE    
  DECREASE    
  TRANSFER

Fund: GENERAL  
 Fund No.: 11  
 Amendment No.: 10  
 Fiscal Year: 2025-2026  
 Bud Adj #:

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
541-6400-002	MISC FACILITY/BUILDING IMPROVEMENT				165,000.00
551-6450-009	SWIMMING POOL REPAIR			25,439.00	
4700-001	AVAILABLE FUND BALANCE		139,561.00		
<b>TOTALS</b>		-	139,561.00	25,439.00	165,000.00

**EXPLANATION:**  
 We are realigning budgets needed for projects. This will be an overall reduction of \$139,561.

Approved by City Manager:

12/31/25     *James D. Cray*  
 Date                      Signature

Approved by City Council:

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

Exhibit C

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

X INCREASE    DECREASE    TRANSFER

Fund: DONATIONS
Fund No.: 20
Amendment No.: 1
Fiscal Year: 2025-2026
Bud Adj #:

Table with columns: Account #, Account Name, Estimated Revenue(s) (Increase, Decrease), Appropriation(s) (Increase, Decrease). Includes rows for 520-5310-001, 4310-001, and a TOTALS row.

EXPLANATION:

We need to increase the Library's donation budget line to reflect a donation received in Dec. 2025 from Goodwill. This request is to add the full amount of the donation to the FY25-26 budget.

Approved by City Manager:

12/31/25 Date
James W. Hardy Signature

Approved by City Council:

Date Signature

**CITY OF CHICKASHA**

**BUDGET AMENDMENT FORM**

INCREASE    
  X DECREASE    
  TRANSFER

**Fund:** CHICKASHA MUNICIPAL AUTHORITY (CMA)  
**Fund No.:** 31  
**Amendment No.:** 2  
**Fiscal Year:** 2025-2026  
**Bud Adj #:**

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
530-6450-006	CDBG WATER DISTRI				101,566.00
530-6451-003	CDBG 17TH STREET PATH				7,828.00
535-6400-018.5	REHAB/UPGRADE				225,000.00
536-6400-002	MISC FACILITY/BUILDING IMPROVE				800,000.00
538-6400-008	HVAC REPLACEMENT			12,500.00	
530-6450-019.2	WATER LINE REPLACEMENT			250,000.00	
530-6452-025.1	LOW PRESSURE TRANSM LINE			85,703.00	
4700-001	AVAILABLE FUND BALANCE		786,191.00		
<b>TOTALS</b>		-	786,191.00	348,203.00	1,134,394.00

**EXPLANATION:**

We are realigning budgets needed for projects. This will be an overall reduction of \$786,191.

Approved by City Manager:

12/31/25 *James D. Perry*  
 Date                      Signature

Approved by City Council:

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

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

INCREASE     DECREASE     TRANSFER

Fund: CAPITAL PROJECTS  
Fund No.: 52  
Amendment No.: 2  
Fiscal Year: 2025-2026  
Bud Adj#

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
552-6450-045	16TH ST. PIKES PEAK TO CC				180,918.00
552-6450-006	ODOT-SHANNON PARK-LOT & DAM TRAIL			119,047.00	
552-5600-001	CONTINGENCY RESERVE				1,179,293.00
4300-012	REV-CDBG-SMALL CITIES ENTITLE		1,440,000.00		
4700-001	AVAILABLE FUND BALANCE	198,836.00			
TOTALS		198,836.00	1,440,000.00	119,047.00	1,360,211.00

EXPLANATION:

Amendment needed to realign a few project budgets. Pikes Peak project is complete and the budget of \$180,918 is not needed. However, we need to increase the budget for the Shannon Park project by \$119,047 after new estimate from engineering. We won't have the small cities revenue so the remaining amount needed for Shannon Park will need to come from the available fund balance. This is an overall increase of \$198,836.

Approved by City Manager:

12/31/25    James de C...  
Date                      Signature

Approved by City Council:

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

# CHICKASHA

**Meeting Type: CMA Agenda 1-5-2026**

**Meeting Date: 1/5/2026**

**Department: Administration**

**Agenda Item No. 4.a.**

**AGENDA ITEM: Discussion, consideration, and possible action to authorize and approve the issuance of a Notice of Termination for Convenience to U.S. Water Services Corporation d/b/a USW Utility Group pursuant to the Fourth Amendment to the Water and Wastewater Systems Operations Agreement, with an effective termination date of June 30, 2026, and to authorize the Trust Manager to execute the notice on behalf of the Chickasha Municipal Authority.**

**I. BACKGROUND/DESCRIPTION:**

The CMA's Water and Wastewater Systems Operations Agreement with U.S. Water Services Corporation d/b/a USW Utility Group ("USW") was amended by a Fourth Amendment that authorizes the CMA to terminate the agreement for convenience upon proper notice after January 1, 2026.

Staff is requesting authorization to issue the required notice of termination, with an effective termination date of June 30, 2026. If approved, staff will request subsequent approval to initiate the request for proposals process for future water and wastewater operations services.

**II. RECOMMENDED ACTION:**

Authorize and approve the issuance of a Notice of Termination for Convenience to U.S. Water Services Corporation d/b/a USW Utility Group pursuant to the Fourth Amendment to the Water and Wastewater Systems Operations Agreement, with an effective termination date of June 30, 2026, and to authorize the Trust Manager to execute the notice on behalf of the Chickasha Municipal Authority.

**III. FISCAL INFORMATION -**

**IV. FUND INFORMATION:**

	Fund	Account	Amount
<b>Dept. Director:</b> Jim Crosby, City Manager	(To)		
	FUND	ACCOUNT	AMOUNT
<b>Meeting Date:</b> January 5, 2026	(From)		

**V. ATTACHMENTS:**

# CHICKASHA

**Meeting Type: CMA Agenda 1-5-2026**

**Meeting Date: 1/5/2026**

**Department: Administration**

**Agenda Item No. 4.b.**

**AGENDA ITEM: Discussion, consideration, and possible action to amend the Contract for Sale entered into on January 3, 2023, between the Chickasha Municipal Authority and Victor Valley Mortuary, Inc., to extend the deadline set forth in Item 3 (“Failure to Develop Property”) for obtaining an Occupancy Permit by thirty-six (36) months.**

**I. BACKGROUND/DESCRIPTION:**

**II. RECOMMENDED ACTION:**

Amend the Contract for Sale entered into on January 3, 2023, between the Chickasha Municipal Authority and Victor Valley Mortuary, Inc., to extend the deadline set forth in Item 3 (“Failure to Develop Property”) for obtaining an Occupancy Permit by thirty-six (36) months.

**III. FISCAL INFORMATION -**

**IV. FUND INFORMATION:**

<b>Dept. Director:</b> Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
<b>Meeting Date:</b> January 5, 2026	FUND	ACCOUNT	AMOUNT
	(From)		

**V. ATTACHMENTS:**

1. 20251231102752927
2. 20251231102854919
3. 20251231102909850



**Jim Crosby, City Manager**

**City of Chickasha**

**Chickasha, Oklahoma**

Dear Mr. Crosby,

I hope this letter finds you well. I am writing to address an important matter regarding our ongoing development efforts downtown and to request the City's support as we move forward.

When former Mayor Chris Mosley and I first discussed the possibility of establishing a distillery in Chickasha, I was informed that the necessary infrastructure was already in place to support such an operation. However, as we have progressed deeper into planning and preparation, it has become clear that the existing infrastructure is not yet adequate for the full scope of what was envisioned.

In an effort to continue moving forward responsibly and in good faith, we have purchased a mini still that will not overwhelm the current sewer system. Additionally, we are in the process of drafting plans to enclose the awning behind the mill building to create a proper storage area for whiskey barrels. These steps represent significant investments and reflect my continued commitment to improving and revitalizing downtown Chickasha.

Given the unexpected infrastructure limitations and the adjustments we have had to make to our timeline, I respectfully request a three-year extension to allow us to complete the project properly and in a manner that aligns with the City's long-term goals.

Since acquiring the Mill Building, I believe I have demonstrated my dedication to supporting the growth and revitalization of Chickasha's historic old town district, and I remain committed to doing so. I am proud of what we have accomplished so far and look forward to continuing our partnership with the City as we work to bring this project to fruition.

Thank you for your time, understanding, and consideration. I would be happy to meet at your convenience to discuss any details further.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Jim Crosby', with a long horizontal flourish extending to the right.

## Contract for Sale

THIS CONTRACT OF SALE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, Chickasha Municipal Authority, a public trust authority, having a notice address of 117 N. 4<sup>th</sup> Street, Chickasha, OK 73018, (hereinafter called "Seller"), and Victor Valley Mortuary Inc, a Foreign For Profit Business Corporation with a mailing address of 22092 HWY 18, Apple Valley, California 92307 (hereinafter called "Buyer").

1. *Property.* For and in consideration of the mutual covenants and agreements hereinafter set forth, Buyer agrees to purchase from Seller and Seller agrees to sell, transfer and convey to Buyer that certain tract of real property situated in Grady County, Oklahoma, described as follows, to wit:

*SURFACE RIGHTS ONLY in and to* a tract of land out of the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Twenty-seven (27), Township Seven (7) North, Range Seven (7) West of the Indian Meridian, Grady County, Oklahoma, described with particularity on Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon and appendances thereto (all of which is hereinafter called the "Property". The Property is being sold in "AS IS" condition.

2. *Purchase Price and Deposit.* The purchase price to be paid by Buyer to Seller for the Property is One Hundred and Thirty Thousand and 00/100 Dollars (\$130,000.00). Two Thousand and Five Hundred and 00/100 Dollars (\$2,500.00) (the "Earnest Money Deposit") shall be paid to Precision Title and Closing ("Escrow Agent") on account of the purchase price as a deposit at the signing hereof. The balance of the purchase price shall be paid in cash or by immediately available funds at the time of Closing.
3. *Failure to Develop Property.* Notwithstanding any other provision of this Contract, if, after the Property, is transferred to Buyer, the Buyer fails to obtain an Occupancy Permit from the City of Chickasha for either a restaurant, bar, or distillery for the Property within the first 36 months of ownership, then the Property shall immediately revert back to the Chickasha Municipal Authority.
4. *Buyer's Due Diligence, Buyer's Right of Entry and Inspection.* During the term of this Contract, Buyer, its agents, employees, contractors and engineers shall have the right from time to time to enter upon the Property at their risk for the purpose of inspecting the same and conducting surveys, engineering studies, borings, soil tests, investigations, feasibility studies and the like. To the extent that it is practical to do so, all such entries shall be made in such a manner as to minimize interference with Seller's

present use and occupancy of the Property. Within a reasonable time after such entries Buyer shall to the extent practicable, restore the Property to its prior condition. Buyer agrees to indemnify and save Seller harmless from all claims arising by reason of such entries.

5. *Closing.* The Closing shall take place at Precision Title and Closing on or before the date mutually agreed to by the parties. At Closing the Escrow Agent shall pay over the Earnest Money Deposit and Buyer shall pay to Seller the remainder of the purchase price for the Property. Upon payment of the unpaid purchase money as above provided, Seller shall, at Buyer's expense, execute and deliver to Buyer a general warranty deed subject to reversionary rights in favor of the Chickasha Municipal Authority, for the Property, which shall convey the Property to Buyer. 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 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. Title shall be such as will be insurable by a licensed title insurance company at its standard rates.
6. *Abstract of Title.* Seller 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 to Buyer within 15 days from the date of this contract. Buyer agrees to pay one-half (1/2) of the cost of updating the abstract. Buyer agrees to have the abstract examined within 20 days from receipt of the same, and in the case of any requirements thereon, Seller shall have 30 days 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. Should Buyer elect to terminate this Contract, the Escrow Agent promptly shall refund to Buyer the Earnest Money Deposit whereupon this Contract shall become null and void and of no thither force and effect at law and in equity.
7. *Default.* Time is of the essence of this Agreement. In the event Buyer fails or refuses to complete the performance of Buyer's obligations under this Agreement, except for any reason specified herein, Seller shall have the right, after demand upon Buyer and Buyer's failure or refusal to comply therewith, to terminate this Agreement and to retain the Earnest Money Deposit as liquidated damages hereunder. In the event Seller fails to comply with the terms of this Agreement, Buyer shall have the right to recover all sums paid to Seller hereunder. Each party shall have the option to seek specific performance hereof by the other party in lieu of liquidated damages. In the event a suit

for specific performance is instituted, the prevailing party shall be entitled to recover all of such party's expenses and costs incurred by reason of such litigation, including but not limited to attorney's fees, court costs and cost of suit preparation.

8. *Risk of Loss.* The Property shall be held at the risk of Seller until legal title has passed and possession has been given to Buyer.
9. *Seller's Closing Costs.* Seller agrees to pay one-half (1/2) of the abstract expense and to pay all expenses of title clearance. Seller is exempt from the payment of documentary stamp tax pursuant to 68 O.S. §3202(11). Seller further agrees to pay the expenses incident to the preparation and execution of the deed and agrees to pay one-half (1/2) of the fees of the closing agent. Seller agrees to pay Seller's attorney fees.
10. *Buyer's Closing Costs.* Buyer agrees to pay one-half (1/2) of the abstract expense, all of the cost of the required survey, and all of the cost of the required appraisal; and one-half (1/2) of the fees of the closing agent. Buyer agrees to pay Buyer's attorney fees and any and all commissions for the services of any real estate broker or agent in connection with this transaction. Buyer agrees to pay Eastwood Realty Group 6% of gross sales price at closing.
11. *Real Estate Taxes.* Seller is a public trust authority and accordingly is not subject to ad valorem taxes. Real estate taxes and special assessments against the Property which accrue after the date of Closing shall be assumed and paid by Buyer.
12. *Possession.* Possession of the Property shall be given to Buyer at Closing.
13. *Real Estate Commissions.* Seller warrants and represents to the Buyer that Seller has not used the services of any broker, agent or finder who would be entitled to a commission on account of this Contract or the consummation of the transactions contemplated hereby and agrees to defend, indemnify and save the other harmless from any commission or fee which may be payable to any broker, agent finder: with whom the indemnifying party has dealt in connection with this Contract. Buyer discloses that it has been represented by an agent and has a separate agreement with Amanda Bertelli with Eastwood Realty Group, Inc. and agrees to defend, indemnify and save the other harmless from any commission or fee which may be payable to Amanda Bertelli, Eastwood Realty Group, Inc. and any other broker, agent, or finder with whom the indemnifying party has dealt in connection with this Contract.
14. *Notices.* All notices required or provided in this Contract; if hand delivered, shall be deemed to have been given and received on the date hand delivered to the party receiving the same. If the United States mails are used, notices same shall be sent certified or registered mail, return receipt requested, postage prepaid and shall be deemed to have been given and received on the third business day from the date

deposited in the United States Mail addressed as shown on the first page of this Contract. Each party shall have the right to designate a different address for the receipt of notices other than that set forth above, provided the party's new address is contained in a written notice given to the other party.

*15. Miscellaneous Provisions.*

- a. This Contract contains the final and entire agreement between the parties and neither they nor their agents should be bound by any terms, conditions or representations not herein written.
- b. Time shall be of the essence of this Contract.
- c. The parties bind themselves, their successors and assigns to the faithful performance of this Contract. Buyer shall not have the right to assign this Contract prior to Closing to any persons or entities except to a corporation or limited liability company of which Buyer owns or controls 100% of its common stock or membership interests, without the prior written consent of Seller, which consent shall not be unreasonably withheld.
- d. The indemnity contained in Paragraph 4 and the provisions of Paragraph 13 shall survive Closing and the execution and delivery of the deed to the Property.
- e. First right of refusal back to the Chickasha Municipal Authority.
  - i. If, within 36 months after the date of this Agreement, Victor Valley Mortuary Inc shall desire to offer to sell the Property, or shall receive from a third party a bona fide offer to purchase the Property which Victor Valley Mortuary Inc desires to accept, Victor Valley Mortuary Inc, before making or accepting the offer, as the case may be, shall send Chickasha Municipal Authority a copy a contract for the sale of Victor Valley Mortuary Inc's embodying the terms of the offer, which copy shall have been duly executed by Victor Valley Mortuary Inc, together with a written notification from Victor Valley Mortuary Inc of Victor Valley Mortuary Inc's intention to make or accept the offer embodied in the contract, as the case may be, if the offer is not accepted by Chickasha Municipal Authority. Chickasha Municipal Authority shall have the right, within thirty (30) days of the receipt of the contract and the written notice, to purchase the Property on the terms and conditions set forth in the contract. In the event Chickasha Municipal Authority elects to accept the offer embodied in the contract, Chickasha Municipal Authority must do so by executing one copy of the contract and

returning it to Victor Valley Mortuary Inc within the thirty (30) day period.

- ii. If Chickasha Municipal Authority does not accept the offer embodied in the contract within the thirty (30) day period provided in Paragraph e i hereof, then the offer embodied in the contract shall be deemed withdrawn and Victor Valley Mortuary Inc shall be free for a period of three (3) months from the expiration of the 30 day period to sell or offer to sell the Property to third parties on terms not less favorable to Victor Valley Mortuary Inc than those set forth in the contract free and clear of this Right of First Refusal. In the event the Property is not sold to a third party within the three (3) month period, then any further offer to sell or to purchase the Property must first be submitted to Chickasha Municipal Authority in accordance with the provisions of Paragraph e i.
  
- iii. In the event Victor Valley Mortuary Inc shall, during the aforesaid three (3) month period decide to revise the terms of the offer for sale upon terms less favorable to Victor Valley Mortuary Inc than those contained in any contract previously submitted to Chickasha Municipal Authority, or shall receive from a third party a bona fide offer to purchase the Property on less favorable terms, which, offer Victor Valley Mortuary Inc is willing to accept (such less favorable terms being hereinafter referred to as "New Offer"), then Victor Valley Mortuary Inc shall, with respect to such New Offer, before offering the Property sale to others on the terms embodied in the New Offer, or accepting the New Offer, as the case may be, offer to sell the Property to Chickasha Municipal Authority on the terms contained in the then current New Offer. The terms of the New Offer shall be embodied in a new contract for the sale of the Property, which shall be submitted to Chickasha Municipal Authority in accordance with the requirements of Paragraph e i above. If Chickasha Municipal Authority shall not accept the New Offer within thirty (30) days after the receipt of the new contract and the written notice referred to in Paragraph e i above, then Victor Valley Mortuary Inc shall be free for a period of three (3) months from the expiration of the thirty (30) day period to sell or offer to sell the Property to third parties on terms not less favorable to Victor Valley Mortuary Inc than those contained in the New Offer free and clear of this Right of First Refusal. Provided, however, that in the event the Property is not sold to a third party within the three (3) month period, then any further offers with respect to the Property must be submitted to Chickasha Municipal Authority in accordance with the provisions of Paragraph e i.

IN WITNESS WHEREOF, the parties here to have executed this Contract of Sale on the date and year first above written:

**SELLER:**

CHICKASHA MUNICIPAL AUTHORITY

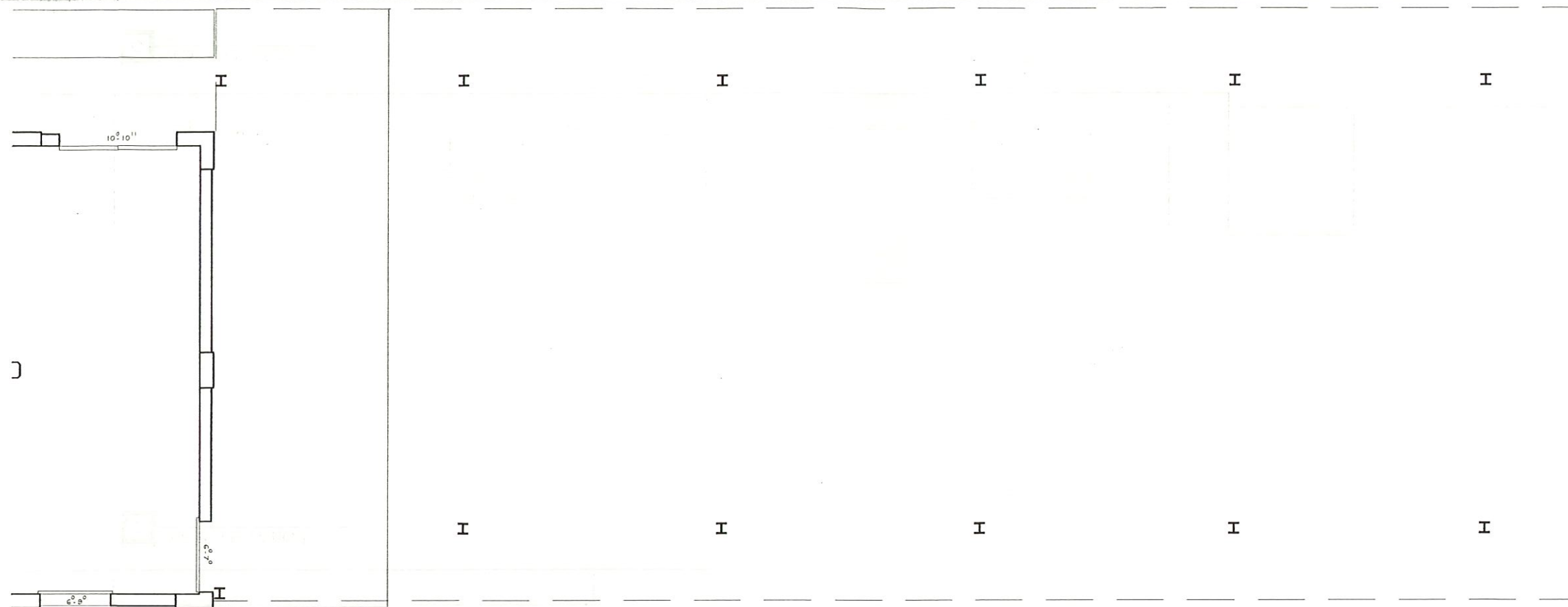
ATTEST:

**BUYER:**

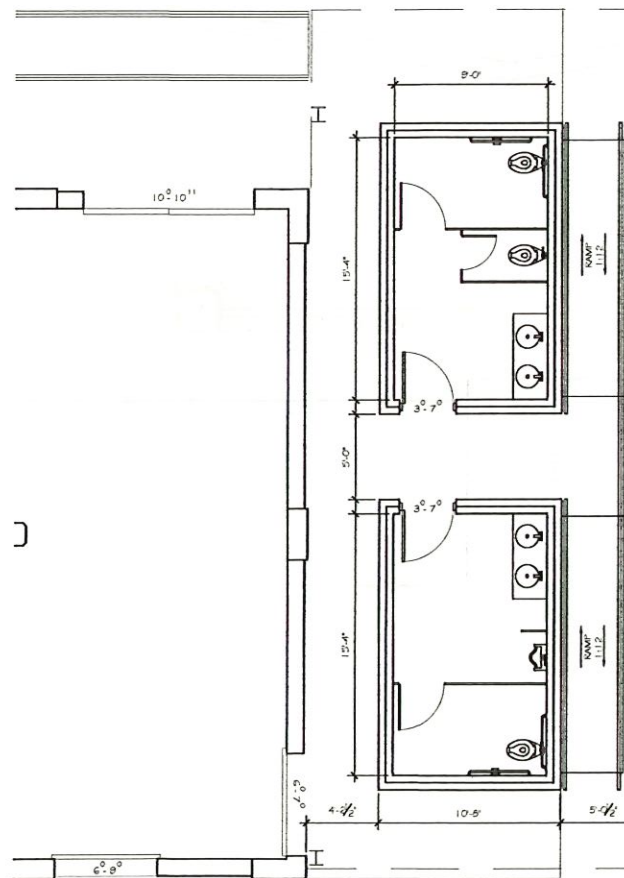
VICTOR VALLEY MORTUARY INC

---

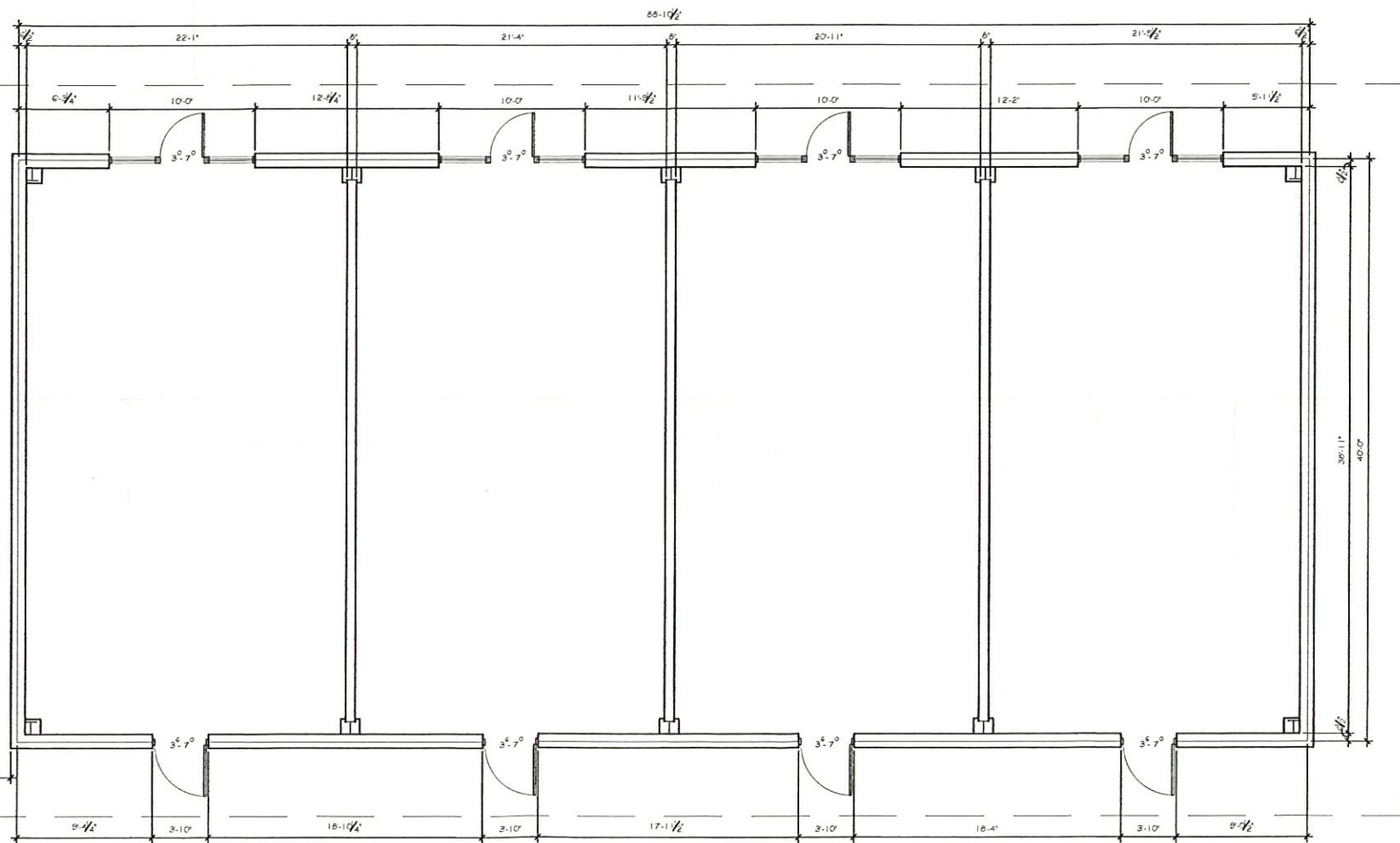




**A** EXISTING FLOOR PLAN  
SCALE: 1/4" = 1'-0"



**B** ADDITION FLOOR PLAN  
SCALE: 1/4" = 1'-0"



PERMIT SET

**PRA**  
PROFESSIONAL REGISTERED ARCHITECT  
 P.O. BOX 2618  
 BLANCHARD, OK 73010  
 (405) 255-6202 RICHARD@PRA-FRC.COM



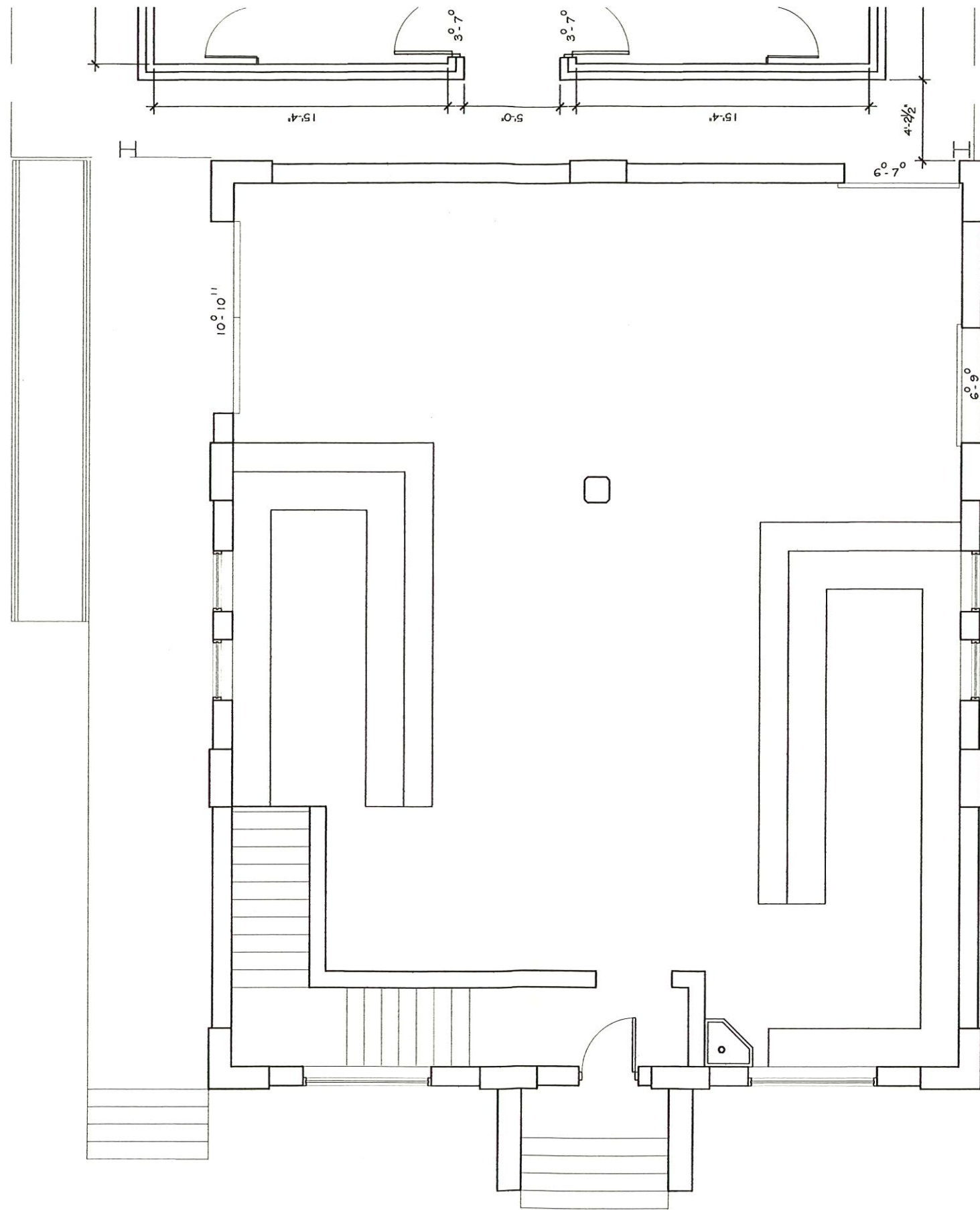
PROJECT:  
**OLD MILL COFFEE**  
 105 EAST CHICKASHA AVE  
 CHICKASHA, OK 73016

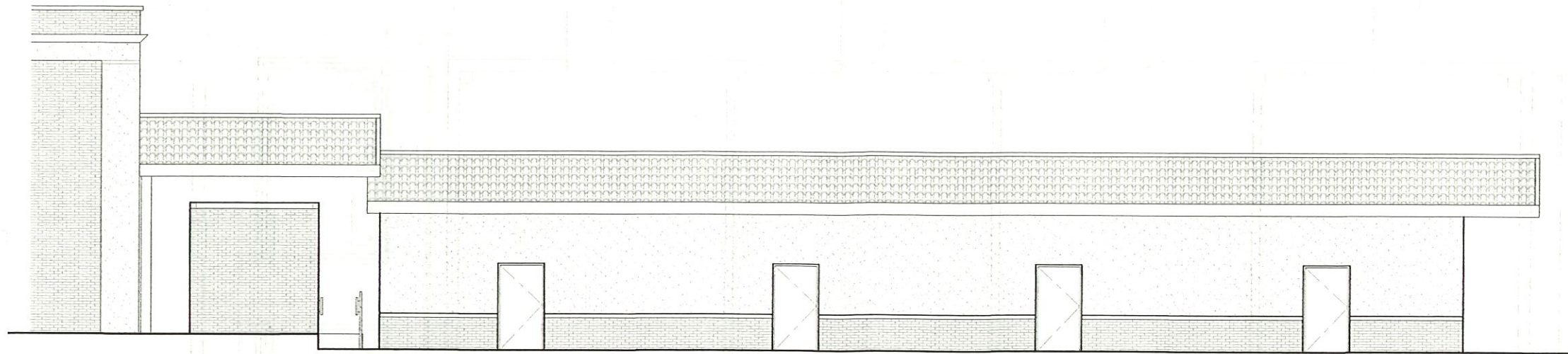
DRAWING SCALE: 1/16" = 1'-0"  
 PROJECT #: 0655  
 DATE: 06-17-2023  
 DESIGNED BY: ROS  
 EXAMIN BY: ROS  
 REVIEWED BY: ROS

THESE DOCUMENTS AND IMAGES ARE THE SOLE PROPERTY OF PRA AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY FORM WITHOUT WRITTEN PERMISSION FROM PRA.  
 COPYRIGHT 2023  
 © PRA

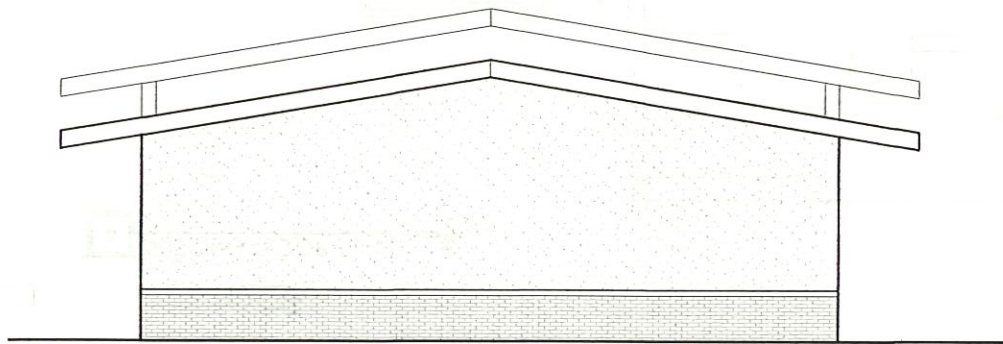
TITLE:  
**NEW FLOOR PLAN**

SHEET:  
**A-1**

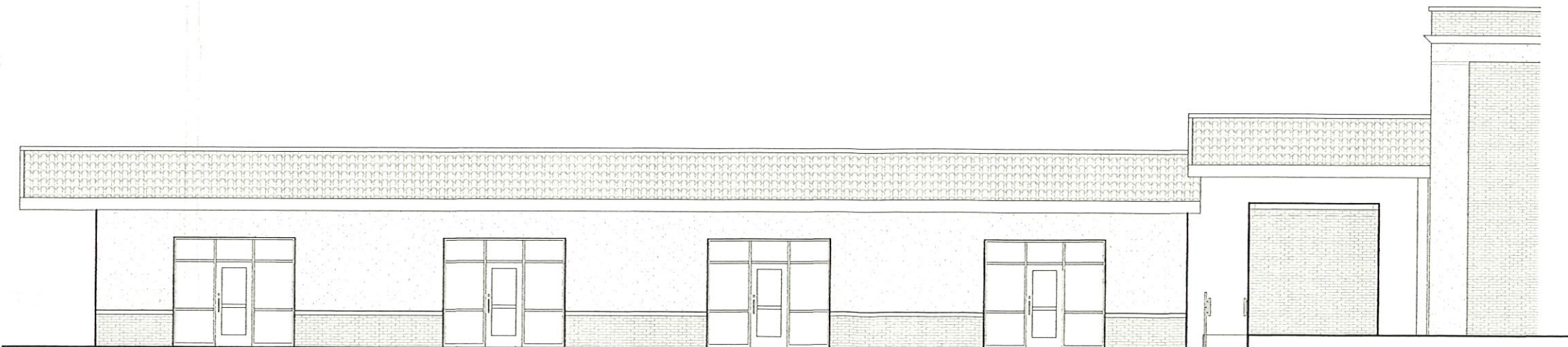




**A** EAST ELEVATION  
SCALE: 1/4" = 1'-0"



**B** NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



**C** WEST ELEVATION  
SCALE: 1/4" = 1'-0"

PERMIT SET



P.O. BOX 2416  
BLANCHARD, OK 73010  
(405) 255-2202 RICHARD@PRA-PRC.COM



PROJECT:  
OLD MILL COFFEE

105 EAST CHICKASHA AVE  
CHICKASHA, OK 73018

DRAWING SCALE: 1/16" = 1'-0"  
PROJECT #: 0865  
DATE: 08-17-2023  
DESIGNED BY: RDS  
DRAWN BY: RDS  
REVIEWED BY: RDS

THESE DOCUMENTS AND IMAGES ARE  
THE SOLE PROPERTY OF PRA AND ARE  
NOT TO BE REPRODUCED OR COPIED IN ANY  
FORM WITHOUT WRITTEN PERMISSION  
FROM PRA.

COPYRIGHT 2023  
© PRA

TITLE:  
ELEVATION

SHEET:

A-2