

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
SEPTEMBER 21, 2020

1. **Call to Order / Roll Call.**
2. **Consent Docket:**
 - a. Acceptance of Minutes of the September 8, 2020 regular meeting.
 - b. Acceptance of Claims List.
 - c. Acceptance of Financials for August 2020.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**
 - a. Discussion, consideration and possible action to accept the CMA-1824 Bar Screen Replacement Project as complete and authorize the final payment to C4L, LLC in the amount of \$1,428.40.
 - b. Discussion, consideration and possible action to approve the sale of Lot #5 Apache Cove in the amount of \$55,000.00.
 - c. Discussion, consideration and possible action to approve sale of Apache Cove Lot#1 in the amount of \$33,000.00.
 - d. Discussion, consideration and possible action on the sale of a portion of an alley located on the East One-Half of the vacated Ten (10) foot alley, lying East of and adjacent to Lots 3, 4, 5, 6, and 7 in Sayer's Sub-Division of Lots 15, 16 and 17 in Block 46 in the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof, to Great Plains Land and Cattle Company, LLC, in the amount of \$300.00.
5. **Motion for Adjournment.**



City of
CHICKASHA

Meeting Type: CMA Agenda 9-21-2020

Meeting Date: 9/21/2020

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of Minutes of the September 8, 2020 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the September 8, 2020 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 21, 2020	(From)		

V. ATTACHMENTS:

1. CMA 9-8-2020

September 8, 2020

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held via videoconference on the 8th day of September 2020, as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 7:31 p.m.

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

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman via videoconference
Kimberly Loggins, Vice-Chairman via videoconference
Jim Hopkins via videoconference
Clark VanDyck via videoconference
R. P. Ashanti-Alexander via videoconference
Oscar Nelson via videoconference
Zachary Grayson via videoconference
Brian Gerdes via videoconference

ABSENT: David Sikes

STAFF

PRESENT: John Noblitt, City Manager via videoconference
Amanda Mullins, City Attorney via videoconference
Susan M. McDaniel, City Clerk via videoconference

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

ITEM 2a. **Acceptance of the minutes for the August 17, 2020 regular meeting.**

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

*Motion by Trustee Hopkins, second by Trustee Grayson to approve Consent Docket: ITEM 2a – ITEM 2b.

Roll call vote:

Ayes:” Hopkins, Nelson, Grayson, Loggins, VanDyck, Ashanti-Alexander, Gerdes and Mosley.

“Nays:” None.

7:31 P.M.

“Abstain:” None
Motion carried. 8-0

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

No action taken on Item 3.

ITEM 4. **Discussion and Consideration:**

ITEM 4 a. **Discussion, consideration and possible action to approve sale contract for Lot #4 of Apache Cove in the amount of \$40,000.00.**

*Motion by Council Member Loggins, second by Council Member Ashanti-Alexander to approve sales contract for Lot #4 of Apache Coves in the amount of \$40,000.00.

Roll call vote:

Ayes:” Hopkins, Nelson, Grayson, Loggins, VanDyck, Ashanti-Alexander, Gerdes and Mosley.

“Nays:” None.

“Abstain:” None

Motion carried. 8-0

ITEM 4 b. **Discussion, consideration and possible action to authorize transfer of possession Lake Lease Cabin #7.**

*Motion by Council Member Loggins, second by Council Member Hopkins to authorize transfer of possession Lake Lease Cabin #7.

Roll call vote:

Ayes:” Hopkins, Nelson, Grayson, Loggins, VanDyck, Ashanti-Alexander, Gerdes and Mosley.

“Nays:” None.

“Abstain:” None

Motion carried. 8-0

ITEM 5. **Motion to Adjourn.**

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

Meeting adjourned.

TIME: 7:36 P.M.

Chris Mosley, Chairman

Chickasha Municipal Authority Meeting 9-8-2020
7:31 P.M.

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Approved this 21st day of September 2020.



City of
CHICKASHA

Meeting Type: CMA Agenda 9-21-2020

Meeting Date: 9/21/2020

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 21, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 9-21-2020

Meeting Date: 9/21/2020

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of Financials for August 2020.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for August 2020.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 21, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 9-21-2020

Meeting Date: 9/21/2020

Department: Public Works

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to accept the CMA-1824 Bar Screen Replacement Project as complete and authorize the final payment to C4L, LLC in the amount of \$1,428.40.

I. BACKGROUND/DESCRIPTION:

- On 3/4/19 during the regular CMA meeting, Staff was authorized to enter into contract with C4L, LLC for the construction of a new wastewater influent barscreen.
- C4L is requesting final payment of \$1,428.40
- Staff and Olsson Engineering have inspected the work and are satisfied the work is complete.

II. RECOMMENDED ACTION:

Approve final payment of \$1,428.40 and place the maintenance bond into effect.

III. FISCAL INFORMATION - 31-535-6400-018.5 / WW Rehab/Upgrade

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 21, 2020	(From)WW Rehab/Upgrade 31-535-6400-018.5		\$1,428.40

V. ATTACHMENTS:

1. 20200908100937519



TRANSMITTAL

	Overnight
	Regular Mail
	Hand Delivery
X	Other: Email

TO:	David Buchanan Public Works Director City of Chickasha	DATE:	08/19/2020
ADDRESS:	Chickasha City Hall 117 N 4 TH Street Chickasha, OK 73018	PROJECT #:	018-0535
FROM:	Nicholas Duncan	PHASE:	400
RE:	Chickasha WWTP Bar Screen Replacement	TASK:	400001

MATERIAL:	QUANTITY	DATE	DESCRIPTION
Correspondence			
Plans			
Reports			
Specifications			
X Other	1	06/03/2020	Payment Application No. 9

REMARKS:	
X	For your approval
	For your use
	As requested
	For review & comment
	Other
	Comments
NOTES: Attached is Payment Application No. 9 for the WWTP Bar Screen Replacement project. The Contractor is requesting payment for the remaining Contract. Please contact me at your earliest convenience if you have any questions or comments. I can be reached at 405-642-4161 or via email nduncan@olsson.com .	

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 1 PAGES

TO OWNER:

City of Chickasha
117 N. 4th
Chickasha, OK 73018
FROM CONTRACTOR:
C4L LLC
P.O. BOX 228
Edmond, OK 73083

PROJECT:

Chickasha WWTP Bar Screen Replacement
Project #: 018-0535

VIA ENGINEER:

Olsson Associates
201 NW 63rd St., Suite 130
OKC, OK 73116

APPLICATION NO:

60320.09
PERIOD TO: 6/3/2020
PROJECT NO: Project #: 018-0535
APPLICATION DATE: 6/3/2020
CONTRACT DATE: 3/20/2019

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

CONTRACT FOR: CHICKASHA WWTP BAR SCREEN REPLACEMENT

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM..... \$509,905.00
2. Net change by Change Orders..... \$18,787.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$528,692.00
4. TOTAL COMPLETED AND STORED TO DATE..... \$528,692.00
(Column G on G703)
5. RETAINAGE:
a. 5% of Completed Work..... \$26,434.60
(Columns D + E on G703)
b. 5% of Stored Material..... \$0.00
(Column F on G703)
Total Retainage (Line 5a + 5b or
Total in Column I of G703)..... \$26,434.60
6. TOTAL EARNED LESS RETAINAGE..... \$528,692.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$527,263.60
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE..... \$1,428.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$18,787.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$18,787.00	\$0.00
NET CHANGES by Change Order	\$18,787.00	

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR:

By: [Signature] Date: 6/3/20

State of: Oklahoma

County of: Oklahoma

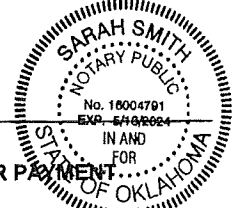
subscribed and sworn to before

me this 3 day of June, 2020

[Signature]

Notary Public

My Commission expires: 5/13/24



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and data comprising this application, Architect certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 1,428.40

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: [Signature]

By: [Signature] Date: 8/19/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 60320.09
APPLICATION DATE: 6/3/2020
PERIOD TO: 6/3/2020
ENGINEER'S PROJECT NO: Project #: 018-0535

Job Name: Chickasha WWTP Bar Screen Replacement

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Project Management & Coordination								
	Field Management					\$0.00	#DIV/0!	\$0.00	\$0.00
	Building Permit					\$0.00	#DIV/0!	\$0.00	\$0.00
	Payment & Performance Bonds	\$22,490.00	\$22,490.00			\$22,490.00	100%	\$0.00	\$1,124.50
	Insurance	\$623.00	\$623.00			\$623.00	100%	\$0.00	\$31.15
	Small Tools					\$0.00	#DIV/0!	\$0.00	\$0.00
	Eqipt. Rentals					\$0.00	#DIV/0!	\$0.00	\$0.00
	Documents	\$450.00	\$450.00			\$450.00	100%	\$0.00	\$22.50
	Temporary Facilities and Controls								
	General Labor	\$8,240.00	\$8,240.00			\$8,240.00	100%	\$0.00	\$412.00
	Security Fencing					\$0.00	#DIV/0!	\$0.00	\$0.00
	Dumpster Fees	\$1,000.00	\$1,000.00			\$1,000.00	100%	\$0.00	\$50.00
	Sanitation	\$988.00	\$988.00			\$988.00	100%	\$0.00	\$48.40
	Job Trailer					\$0.00	#DIV/0!	\$0.00	\$0.00
	Cleaning	\$3,310.00	\$3,310.00			\$3,310.00	100%	\$0.00	\$165.50
	Project Signage					\$0.00	#DIV/0!	\$0.00	\$0.00
	Travel Expense	\$3,000.00	\$3,000.00			\$3,000.00	100%	\$0.00	\$150.00
	DIVISION 03 - CONCRETE								
						\$0.00	#DIV/0!	\$0.00	\$0.00
	Concrete Footings Complete in Place	\$4,960.00	\$4,960.00			\$4,960.00	100%	\$0.00	\$248.00
	Concrete Slabs Complete in Place	\$5,340.00	\$5,340.00			\$5,340.00	100%	\$0.00	\$267.00
	Influent Pit Concrete Renovations	\$18,889.00	\$18,889.00			\$18,889.00	100%	\$0.00	\$944.45
	Bonding Agent	\$4,910.00	\$4,910.00			\$4,910.00	100%	\$0.00	\$245.50
						\$0.00	#DIV/0!	\$0.00	\$0.00
	DIVISION 05 - METALS								
						\$0.00	#DIV/0!	\$0.00	\$0.00
	Posts/Chains	\$1,610.00	\$1,610.00			\$1,610.00	100%	\$0.00	\$80.50
	Lower Level Grating	\$11,890.00	\$11,890.00			\$11,890.00	100%	\$0.00	\$594.50
	Steel Building	\$32,320.00	\$32,320.00			\$32,320.00	100%	\$0.00	\$1,616.00
						\$0.00	#DIV/0!	\$0.00	\$0.00
	DIVISION 10 - SPECIALTIES								
						\$0.00	#DIV/0!	\$0.00	\$0.00
						\$0.00	0%	\$0.00	\$0.00
	Aluminum Handrail	\$3,660.00	\$3,660.00			\$3,660.00	100%	\$0.00	\$183.00
	Bypass Pumping	\$52,620.00	\$52,620.00			\$52,620.00	100%	\$0.00	\$2,631.00
						\$0.00	#DIV/0!	\$0.00	\$0.00
	DIVISION 11 - EQUIPMENT								
						\$0.00	#DIV/0!	\$0.00	\$0.00
	Bar Screen: Submittals	\$55,172.00	\$55,172.00			\$55,172.00	100%	\$0.00	\$2,758.60
	Bar Screen: Delivered to site	\$193,102.00	\$193,102.00			\$193,102.00	100%	\$0.00	\$9,655.10
	Bar Screen: Operational	\$27,586.00	\$27,586.00			\$27,586.00	100%	\$0.00	\$1,379.30
	Mono Rail	\$11,380.00	\$11,380.00			\$11,380.00	100%	\$0.00	\$569.00
	DIVISION 22 - PLUMBING								
						\$0.00	#DIV/0!	\$0.00	\$0.00
	Plumbing Complete	\$4,810.00	\$4,810.00			\$4,810.00	100%	\$0.00	\$240.50
						\$0.00	#DIV/0!	\$0.00	\$0.00
	DIVISION 26 - ELECTRICAL								
						\$0.00	#DIV/0!	\$0.00	\$0.00
	Electrical Complete	\$19,960.00	\$19,960.00			\$19,960.00	100%	\$0.00	\$998.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 60320.09
APPLICATION DATE: 6/3/2020
PERIOD TO: 6/3/2020
ENGINEER'S PROJECT NO: Project #: 018-0535

Job Name: Chickasha WWTP Bar Screen Replacement

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
						\$0.00	#DIV/0!	\$0.00	\$0.00
	DIVISION 31 - EARTH WORK					\$0.00	#DIV/0!	\$0.00	\$0.00
	Demolition	11,680.00	\$11,680.00			\$11,680.00	100%	\$0.00	\$584.00
	Power washing	3,920.00	\$3,920.00			\$3,920.00	100%	\$0.00	\$196.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 60320.09
APPLICATION DATE: 6/3/2020
PERIOD TO: 6/3/2020
ENGINEER'S PROJECT NO: Project #: 018-0535

Job Name: Chickasha WWTP Bar Screen Replacement

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Concrete Removal	5,995.00	\$5,995.00			\$5,995.00	100%	\$0.00	\$299.75
						\$0.00	#DIV/0!	\$0.00	\$0.00
	CHANGE ORDERS								
	Change Order #1	18,787.00	\$18,787.00	\$0.00		\$18,787.00	100%	\$0.00	\$939.35
						\$0.00	#DIV/0!	\$0.00	\$0.00
						\$0.00	#DIV/0!	\$0.00	\$0.00
						\$0.00	#DIV/0!	\$0.00	\$0.00
						\$0.00	#DIV/0!	\$0.00	\$0.00
						\$0.00	#DIV/0!	\$0.00	\$0.00
	Contract Amount	\$509,905.00							
	Adjusted Contract Amount	\$528,692.00	\$528,692.00	\$0.00	\$0.00	\$528,692.00	100%	\$0.00	\$26,434.60

INVOICE AFFIDAVIT

Any invoice submitted to the Chickasha Municipal Authority for more than \$ 1,000.00 shall have a copy of this statement attached before payment will be made.

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) S.S.

The undersigned Kirk Smith/CAL, of lawful age
being
(Contractor, Supplier or Engineer)

first duly sworn, on oath says that this invoice or claim is true and correct.

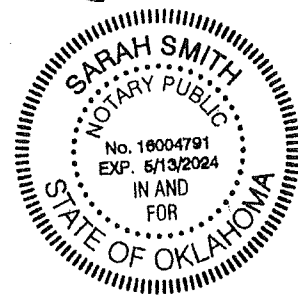
Affidavit further states that the GENERAL CONTRACTING as shown
(work services or materials)
by this invoice or claim have been COMPLETED/SUPPLIED in accordance
(completed or supplied)
with the plans, specifications, orders or request furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any County or Local Subdivision of the State, of money or any other thing of value to obtain payment.

[Signature]
(Contractor, Supplier or Engineer)

Subscribed and sworn to me before this 3 day of June 2020

[Signature]
Notary

My commission expires: 5/13/24





City of
CHICKASHA

Meeting Type: CMA Agenda 9-21-2020

Meeting Date: 9/21/2020

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration and possible action to approve the sale of Lot #5 Apache Cove in the amount of \$55,000.00.

I. BACKGROUND/DESCRIPTION:

- The Apache Cove lots, seven in total, were received in a settlement with Word Industries on a defaulted loan. The sales of these lots will help to recoup the principal of the defaulted loan.
- John Pellow with Coldwell Banker Select has received an offer on Lot 5 of Apache Cove in the amount of \$55,000.00.
- Earnest money in the amount of \$500.00 has been paid to Grand River Abstract.
- The sales costs for the City of Chickasha will be \$4,719.00.
- The net proceeds will be \$50,281.00.

II. RECOMMENDED ACTION:

Approve sale of Lot #5 of Apache Cove in the amount of \$55,000.00 and authorize City Manager to execute all necessary documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 21, 2020	(From)		

V. ATTACHMENTS:

1. earnest money copy
2. Estimated Seller's Net Sheet - Lot #5
3. POF
4. Single Family Homeowners' Association (11-2014) (1)
5. Vacant Lot - Land (Lot#5 Contract)
6. Settlement Agreement Executed COC v Word

39-8522/3030

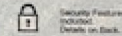
2060

CHRIS D MOAK

~~6600 SE 163RD ST~~ 8301 ADDISON WAY
OKLAHOMA CITY, OK 73165 CICTAW, OK 73020

9/7 20

PAY GRAND RIVER ABSTRACT \$ 500⁰⁰
to the order of
FIVE HUNDRED & 00/100
DOLLARS



FAA CREDIT UNION

P.O. BOX 26406
OKLAHOMA CITY, OKLAHOMA 73126

for EARNEST

MP

⑆303085227⑆

2060

Estimated Net to Seller
Anticipated Closing Date: October 21
Loan Type: Cash Sale

Prepared by:
 Date: 9/10/2020

Prepared for: City of Chickasha
 Address: Apache Cove Lot #5
 Jay, OK
 Telephone #:

Sales Price: \$55,000

200. Taxes

ProRated County Taxes	\$ 27
	\$ 0

700. Broker's Fees

Commission	\$ 3,300
Sellers Closing Fee	\$ 350

\$ 0

800. Items Payable in Connection with Loan

Loan Discount	\$ 0
Final Inspection Fee (lender)	\$ 0
Seller paid Buyer Costs- Required**	\$ 0
Seller paid Buyer Costs- (per contract)	\$ 0
	\$ 0

1100. Title Charges

Settlement or Closing Fee	\$ 150
Attorney Fee - Note & Mortgage	\$ 0
Abstracting & Certification	\$ 275
Special Assessments Letter	\$ 25
Federal Court Check	\$ 75
UCC Certification	\$ 80
Wire Fee	\$ 25

Estimated Net Proceeds: \$50,281

1200. Government Recording & Transfer Charges

Recording Fees	\$ 40
Mtg tax & Cert owner carry(\$1 per \$1000)	\$ 0
Documentary Stamps (\$1.50 per \$1000)	\$ 83
	\$ 0

1300. Additional Settlement Charges:

Mortgage Inspection Certificate	\$ 250
FHA/VA Requirements	\$ 0
Repairs T.R.R. (Contract)	\$ 0
Wood Infestation Report	\$ 0
Courier/Express Mail	\$ 40
Residential Service Agreement (optional)	\$ 0
Buyer Closing Costs Paid by Seller	\$ 0
Homeowners Association Dues	\$ 0
	\$ 0
	\$ 0

Estimated Total Selling Costs

\$ 4,719

Current Mortgage Payoffs

Estimated First Mortgage Payoff	\$ 0
Estimated Second Mortgage Payoff	\$ 0
Estimated Owner Carry Mortgage Payoff	\$ 0

* Section 800 – Seller paid Buyer costs include fees associated with an FHA/VA loan which are not allowed to be paid by the Buyer. Costs vary at different financial institutions. THE ABOVE ARE ESTIMATED closing costs furnished on the date indicated below and may vary from those at transfer of deed. Payoffs on loans may vary from the figures above. Seller's acknowledgement: seller understands these figures are approximate and may differ from those at Closing.

Seller	Date	Company Name
--------	------	--------------

Seller	Date	Prepared By
--------	------	-------------



To Whom it may concern:

This letter is to prove Chris Moak has the funds of \$55,000 in his account here at True Sky Credit Union on this day of September 8, 2020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Penny Savory", is written over a large, stylized blue circular mark.

Penny Savory

Where you truly belong.

P.O. Box 26406
Oklahoma City, OK 73126
TrueSkyCU.org

t 405.682.1990
f 405.703.2570

OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract; if not understood, seek advice from an attorney.***SINGLE FAMILY MANDATORY HOMEOWNERS' ASSOCIATION**

This supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

TBD E 332 Loop (Lot 5 APACHE COVE) Jay, OK 74346

1. INSPECTION OF COMMON ELEMENTS AND REVIEW OF DOCUMENTS. Seller, or Seller's Broker, if applicable, within five (5) days from the Time Reference Date shall deliver to Buyer, in care of Buyer's Broker, if applicable, the Declaration, (Real Estate Development Act, O.S. Title 60, Section 851, et. seq.), Restrictive Covenants, Bylaws of the Owners' Association, a copy of the Owners' Association annual budget reflecting the current monthly assessment(s) for maintenance and common expense allocable to the Property, the Project Plot Plan, Unit Plan, and the Rules and Regulations adopted by the Board of Directors of the Owners' Association, if any (the "Documents").

Buyer, within the time provided in the Investigations, Inspections and Review Paragraph of the Contract of Sale of Real Estate, shall examine the Documents and make an inspection of those common areas of the Project which are maintained and/or operated by the Owners' Association. If Buyer objects to the provisions of the Documents, or if any item of the common elements does not meet the Buyer's approval, Buyer shall have the right to cancel this Contract as provided in the Investigations, Inspections and Review Paragraph of the Contract of Sale of Real Estate.

2. HOMEOWNERS' ASSOCIATION REPAIR OBLIGATIONS. If repairs are required as a result of inspections accomplished per the Investigations, Inspections and Review Paragraph of the Contract of Sale of Real Estate and if such repairs are the responsibility of the Owners' Association, the Seller shall obtain a repair commitment letter from the Owners' Association, and subject to lender's acceptance of said commitment letter, the Closing shall not be delayed and Buyer and Seller agree to close per the Investigations, the Inspections and Review Paragraph of the Contract of Sale of Real Estate.

DocuSigned by:

Christopher Moak

9/7/2020

0C7962DB29DA4A6...

Buyer's Signature

Date

Seller's Signature

Date

Buyer's Signature

Date

Seller's Signature

Date

OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract; if not understood, seek advice from an attorney.***OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
VACANT LOT/LAND****CONTRACT DOCUMENTS.** The Contract is defined as this document with the following attachment(s):
(check as applicable)

- | | |
|--|---|
| ☐ Conventional Loan | ☒ Single Family Mandatory Homeowners' Association |
| ☐ Seller Financing | ☐ Condominium Association |
| ☐ Assumption | ☐ Townhouse Association |
| ☐ _____ | ☐ Supplement |
| ☐ _____ | ☐ Sale of Buyer's Property - Presently Under Contract |
| ☐ _____ | ☐ Sale of Buyer's Property - Not Under Contract |

PARTIES. THE CONTRACT is entered into between:

Owner of Record _____ "Seller"

and Christopher Moak _____ "Buyer"

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

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

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

1. LEGAL DESCRIPTION. Lot 5 APACHE COVE SUBDIVISION AMENDED

<u>TBD E 332 Loop (Lot 5 APACHE COVE)</u>	<u>Jay, OK</u>	<u>74346</u>
Property Address	City	Zip

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

2. PURCHASE PRICE, EARNEST MONEY, AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ 55,000.00 payable by Buyer as follows: Within three (3) days of the execution of the Contract, Buyer must deliver \$ 500.00 as Earnest Money, which shall be deposited in the trust account of Grand River Abstract, or if left blank, the Listing Broker's trust account, as partial payment of the purchase price and/or closing costs. Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed, and receipt of funds by Seller and shall be completed on or before October 30, 2020, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

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

4. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|---|-------------------------------------|---|
| • Key(s) to the property | • Propane tank(s) if owned | • Water meter, sewer/trash membership, if owned |
| • Fences (includes sub-surface electric & components) | • Sprinkler systems & control(s) | • All remote controls, if applicable |
| • Mailboxes/Flag poles | • Exterior landscaping and lighting | |
| | • Entry gate control(s) | |

A. **Additional Inclusions.** The following items shall also remain with the Property at no additional cost to Buyer:

B. **Exclusions.** The following items shall not remain with the Property: _____

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

6. INVESTIGATIONS, INSPECTIONS and REVIEWS.

A. Buyer shall have _____ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date possession is made available to Buyer. If required by ordinance, Seller shall deliver to Buyer within five (5) days after the Time Reference Date any written notices affecting the Property.

B. Buyer, together with persons deemed qualified by Buyer and at Buyer's expense, shall have the right to enter upon the Property to conduct any and all investigations, inspections, and reviews of the Property. Buyer's right to enter upon the Property shall extend to Oklahoma-licensed Home Inspectors and licensed architects for purposes of performing a home inspection. Buyer's right to enter upon the Property shall also extend to registered professional engineers, professional craftsman and/or other individuals retained by Buyer to perform a limited or specialized investigation, inspection or review of the Property pursuant to a license or registration from the appropriate State licensing board, commission or department. Finally, Buyer's right to enter upon the Property shall extend to any other person representing Buyer to conduct an investigation, inspection and/or review which is lawful but otherwise unregulated or unlicensed under Oklahoma Law. Buyer's investigations, inspections, and reviews may include, but not be limited to, the following:

- 1) **Flood, Storm Run off Water, Storm Sewer Backup or Water History.**
- 2) **Psychologically Impacted Property and Megan's Law.**
- 3) **Environmental Risks.** including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas, lead-based paint.
- 4) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations, mandatory Homeowner Associations, dues and special assessments.
- 5) **Square Footage/Acreage.** Buyer shall not rely on any quoted square footage/acreage and shall have the right to measure or survey the Property.
- 6) _____

C. If, in the sole opinion of the Buyer, result of investigations, inspections or reviews are unsatisfactory, the Buyer may cancel the Contract by delivering written notice of cancellation to Seller, in care of Seller's Broker, if applicable, and receive refund of earnest money.

D. **EXPIRATION OF BUYER'S RIGHT TO CANCEL CONTRACT:**

- 1) Failure of Buyer to perform any investigations, inspections and reviews or to cancel the contract within the time periods in INVESTIGATIONS, INSPECTIONS and REVIEWS Provision shall constitute acceptance of the Property regardless of its condition.
- 2) After expiration of the time periods in INVESTIGATIONS, INSPECTIONS and REVIEWS Provision, any square footage/acreage calculation of the Property, including but not limited to appraisal or survey, indicating more or less than quoted, shall not relieve the Buyer of the obligation to close this transaction.

7. DELIVERY OF PROPERTY INSPECTION REPORTS AND TEST RESULTS. Upon receipt by Buyer, in care of Buyer's Broker, if applicable, Buyer, or Buyer's Broker, if applicable, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of any and all written inspection reports obtained by the Buyer pertaining to all portions of the Property which are subject to Buyer's right of inspections.

- 8. COST OF INSPECTIONS/REINSPECTIONS.** The cost of any and all inspections and reinspections shall be paid by the Buyer, unless prohibited by mortgage lender.
- 9. RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer.
- 10. ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, Brokers and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.
- 11. TITLE EVIDENCE.**
- A. Buyer's Expense. Buyer, at Buyer's expense, shall obtain:**
(check one)
- ☒ **Commitment for Issuance of a Title Insurance Policy** based on an Attorney's Title Opinion which is rendered for Title Insurance purposes for the Owner's and Lender's Title Insurance Policy.
- OR**
- ☐ **Attorney's Title Opinion** which is not rendered for Title Insurance purposes
- B. SELLER'S EXPENSE.** Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):
- 1) A complete and current surface-rights only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company,
- OR**
- A copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental and current surface-rights-only abstract certified by an Oklahoma-licensed and bonded abstract company;
- 2) A current Uniform Commercial Code Search.
- C. LAND OR BOUNDARY SURVEY OR REPORT.** Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform:
(Check One)
- ☒ A Land or Boundary (Pin Stake) Survey, or
- ☐ A Mortgage Inspection Report that shall then be considered as part of the Title Evidence.
- ☐ Seller shall furnish Seller's existing survey of the Property to Buyer and the Title Company, along with Seller's affidavit acceptable to the Title Company for approval of the survey. The existing Survey (check one): ☐ will ☐ will not be re-certified to a date subsequent to the Time Reference Date of this Contract at the expense of (check one): ☐ Buyer ☐ Seller. If the existing survey is not approved by the Title Company or Buyer's Lender, a new survey will be obtained at the expense of (check one): ☐ Buyer ☐ Seller no later than _____ days (three (3) days if left blank) prior to the Closing Date.
- ☐ Survey Not Required
- D. BUYER TO EXAMINE TITLE EVIDENCE.**
- 1) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller, or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer, in care of Buyer's Broker, if applicable, within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
- 2) Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.
- E. SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE), POSSIBLE CLOSING DELAY.** Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:
- 1) At Seller's option and expense, Seller may cure title requirements identified by Buyer; and.
- 2) Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of the cure. In the event that title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of earnest money
- F.** Upon Closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

12. TAXES, ASSESSMENTS AND PRORATIONS.

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

13. ADDITIONAL PROVISIONS

Cash purchase. Buyer will close earlier if all parties are ready.

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

15. **BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in Breach of Contract if either fails to comply with any material covenant, agreement, or obligations within the time limits required by the Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.** Following a breach by either Seller or Buyer of the Contract, and after an unsuccessful mediation, as set out in MEDIATION Provision, the other Party shall have the following remedies:

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

B. **UPON BREACH BY BUYER.** If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) cancel and terminate this Contract upon delivery of notice of termination to Buyer, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

16. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

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

B. **Release of Earnest Money.** In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:

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

17. **DELIVERY OF ACCEPTED OFFER OR COUNTEROFFER.** The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda or documents.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 18th day of DECEMBER, 2019, by and among City of Chickasha, a municipal corporation ("City") and Apache Coves, LLC, an Oklahoma limited liability company ("Apache Coves"), Word Industries Fabrication, LLC ("WIF"), and T.N. Word, III ("Word"). The signatories of this Agreement hereinafter are referred to jointly as the "Parties" and individually as "Party."

1. City of Chickasha is the owner and holder in due course of a promissory note in the original principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) with principal and interest and other charges payable as provided therein executed by Word Industries Fabrication, LLC ("WIF"), an Oklahoma limited liability company on January 4, 2016 ("the Note").

2. As security for the Note, on January 4, 2016, Apache Coves executed and delivered to City of Chickasha a Mortgage covering the following described real properties:

SURFACE RIGHTS ONLY IN AND TO Lots 1, 2, 3, 4, 5, 9 and 32 (less the West 10' thereof), Apache Coves Subdivision, Delaware County, State of Oklahoma, according to the recorded amended plat thereof ("the Properties").

3. WIF has defaulted on its obligations under the Note and as a result Apache Coves has defaulted under the Mortgage.

4. On July 18, 2017, the City filed an action against Word as guarantor of the Note in the District Court of Grady County; Case No. CJ-2017-170 styled *City of Chickasha v. T.N. Word, III aka Tom N. Word, III*. The City obtained judgment against Word in this action on February 15, 2017.

5. On June 13, 2019, the City filed a foreclosure action in the District Court of Delaware County; Case No. CJ-2019-86 styled *City of Chickasha v Word Industries Fabrications, LLC, Apache Coves, LLC and Apache Coves Homeowners Association, LLC* wherein the City seeks a judgment on the Note and a foreclosure of the Mortgage ("the Foreclosure"). The Foreclosure remains pending.

6. As of October 8, 2019, there remains due and owing on the Note, the sum of \$253,129.91 principal and \$49,541.71 in accrued interest for the total sum of \$302,671.62, plus interest accruing from an after October 8, 2019 at the rate of \$49.2197 per day (7.00%) until paid, court costs, title expenses, and reasonable attorney fees.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

7. Apache Coves agrees to convey to Chickasha Municipal Authority, a public trust authority whose sole beneficiary is the City of Chickasha ("CMA") by special warranty deed (subject to the pending Foreclosure) all of Apache Cove's right, title and interest in and to the Properties; to-wit:

SURFACE RIGHTS ONLY IN AND TO Lots 1, 2, 3, 4, 5, 9 and 32 (less the West 10' thereof), Apache Coves Subdivision, Delaware County, State of Oklahoma, according to the recorded amended plat thereof.

The conveyance shall be in the form of the Special Warranty Deed attached hereto as Exhibit "A" and incorporated herein.

8. Apache Coves agrees to provide City with an Estoppel and Solvency Affidavit in the form attached hereto as Exhibit "B" and incorporated herein.

9. Upon City's receipt of a title commitment showing marketable title vested in CMA, the City will:

- a. Dismiss the Foreclosure;
- b. Release WIF from any further obligations under the Note;
- c. Release the Mortgage;
- d. Release its judgment (and current garnishment) against T.N. Word, III entered in District Court of Grady County, Case No. CJ-2017-170.

10. Should the title commitment indicate that any liens have attached to the Properties that will need to be extinguished through foreclosure; Apache Coves and WIF agree to fully cooperate in the Foreclosure by entering into an agreed upon Journal Entry of Judgment and by allowing the Foreclosure to proceed without any objections to the foreclosure proceedings.

11. Apache Coves and WIF represent and warrant as follows:

(a). There have been no homeowner's dues assessed by Apache Coves Homeowner's Association, LLC against the Properties and none will be assessed against the Properties prior to CMA obtaining marketable title to the Properties.

(b). The Special Warranty Deed is an absolute conveyance of title to the Properties to CMA, in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind.

(c). Apache Coves has at all relevant times had sole possession of the Properties and no third party has a right to possession or occupancy of the Properties.

(d). Authorization. Apache Coves and WIF have the requisite limited liability company power and authority to execute and deliver this Settlement Agreement and the ancillary Exhibits, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Exhibits by Apache Coves and WIF, the performance by Apache Coves and WIF of its obligations hereunder and thereunder, and the consummation of the transactions provided for herein and therein have been duly and validly authorized by all necessary limited liability

company action on the part of Apache Coves and WIF. This Agreement and the Exhibits documents have been duly and validly executed and delivered by Apache Coves and WIF and, assuming the due execution and delivery of this Agreement and, as applicable, any ancillary document, by Apache Coves and WIF, constitute valid and binding obligations of Apache Coves and WIF enforceable against them in accordance with their respective terms.

12. Upon completion of Sections 7, 8, and 9 above, each Party, and all related persons, partnerships, corporations, or other entities and their predecessors, successors, parents, subsidiaries, affiliates, assigns, transferees, agents, directors, officers, employees and shareholders will be deemed to forever release and forever discharge all other Parties, and their respective predecessors, successors, parents, subsidiaries, affiliates, assigns, transferees, agents, directors, members, officers, employees, shareholders, attorneys, heirs and beneficiaries, from and against all causes of action, claims, suits, debts, damages, judgments, liabilities, costs, fees and demands.

13. Time shall be of the essence under this Agreement.

14. The covenants of this Agreement shall be specifically enforceable. In the event any party shall file an action to enforce the obligations imposed on the other party, the prevailing party shall be entitled to its costs and expenses, including any and all attorney's fees incurred in connection with enforcement of such obligations.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

16. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Oklahoma. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement shall be submitted to the *in personam* jurisdiction of the courts of the State of Oklahoma with venue in Grady County, Oklahoma.

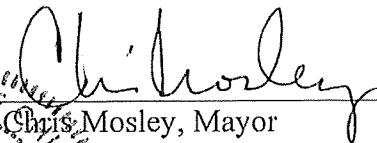
17. This Agreement constitutes the full agreement between the parties hereto, and the parties to this Agreement acknowledge that no representations have been made by any party beyond those specifically set forth in this Agreement or the written documents executed in connection with this Agreement. The parties further acknowledge that they have not relied upon any representations other than those set forth in this Agreement and the documents executed in connection with this Agreement.

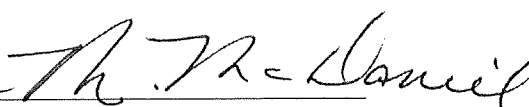
18. This Agreement may not be modified except by a subsequent agreement in writing signed by all parties.

19. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

20. This Agreement 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 Agreement or any related document.

CITY OF CHICKASHA


Chris Mosley, Mayor


Attest:

Th. McDaniel, City Clerk

APACHE COVES, LLC

By: _____

T.N. Word, III, Senior Manager

WORD INDUSTRIES FABRICATION, LLC

By: _____

T.N. Word, III, Manager

T. N. Word, III

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City of
CHICKASHA

Meeting Type: CMA Agenda 9-21-2020

Meeting Date: 9/21/2020

Department: Administration

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration and possible action to approve sale of Apache Cove Lot#1 in the amount of \$33,000.00.

I. BACKGROUND/DESCRIPTION:

- The Apache Cove lots, seven in total, were received in a settlement with Word Industries on a defaulted loan. The sales of these lots will help to recoup the principal of the defaulted loan.
- John Pellow with Coldwell Banker Select has received an offer on Lot 1 of Apache Cove in the amount of \$33,000.00
- Lot #1 has a severe slope on the property making it expensive to develop. Due to this, the realtor advises \$33,000.00 is a good offer.
- The sales costs for the City of Chickasha will be \$3,840.00
- The net proceeds will be \$26,160.00.

II. RECOMMENDED ACTION:

Approve the sale of Apache Cove Lot #1 in the amount of \$33,000.00 and authorize City Manager to execute all necessary documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 21, 2020	(From)		

V. ATTACHMENTS:

1. Estimated Seller's Net Sheet - Lot #1
2. Vacant Lot-Land Contract (Lot 1)

Estimated Net to Seller
Anticipated Closing Date: October 30
Loan Type: Cash Sale

Prepared by:
 Date: 9/3/2020

Prepared for: City of Chickasha
 Address: Apache Cove Lot #1
 Jay,
 Telephone #:

Sales Price: \$30,000

200. Taxes

ProRated County Taxes	\$	0
	\$	0

700. Broker's Fees

Commission	\$	1,800
Sellers Closing Fee	\$	350

800. Items Payable in Connection with Loan

Loan Discount	\$	0
Final Inspection Fee (lender)	\$	0
Seller paid Buyer Costs- Required**	\$	0
Seller paid Buyer Costs- (per contract)	\$	0
	\$	0

1100. Title Charges

Settlement or Closing Fee	\$	150
Attorney Fee - Note & Mortgage	\$	0
Abstracting & Certification	\$	275
Special Assessments Letter	\$	25
Federal Court Check	\$	75
UCC Certification	\$	80
Wire Fee	\$	25

Estimated Net Proceeds: \$26,160

1200. Government Recording & Transfer Charges

Recording Fees	\$	40
Mtg tax & Cert owner carry(\$1 per \$1000)	\$	0
Documentary Stamps (\$1.50 per \$1000)	\$	45
	\$	0

1300. Additional Settlement Charges:

Mortgage Inspection Certificate	\$	250
FHA/VA Requirements	\$	0
Repairs T.R.R. (Contract)	\$	0
Wood Infestation Report	\$	0
Courier/Express Mail	\$	40
Residential Service Agreement (optional)	\$	685
Buyer Closing Costs Paid by Seller	\$	0
Homeowners Association Dues	\$	0
	\$	0
	\$	0

Estimated Total Selling Costs

\$ 3,840

Current Mortgage Payoffs

Estimated First Mortgage Payoff	\$	0
Estimated Second Mortgage Payoff	\$	0
Estimated Owner Carry Mortgage Payoff	\$	0

* Section 800 – Seller paid Buyer costs include fees associated with an FHA/VA loan which are not allowed to be paid by the Buyer. Costs vary at different financial institutions. THE ABOVE ARE ESTIMATED closing costs furnished on the date indicated below and may vary from those at transfer of deed. Payoffs on loans may vary from the figures above. Seller's acknowledgement: seller understands these figures are approximate and may differ from those at Closing.

Seller	Date	Company Name
--------	------	--------------

Seller	Date	Prepared By
--------	------	-------------

GREATER TULSA ASSOCIATION OF REALTORS®

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

ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

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

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

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

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

☐ Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.

☐ Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.

☒ This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.

☐ Disclosure not required under the Residential Property Condition Disclosure Act.

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

☐ Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards: form", which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."

☐ Property was constructed in 1978 or thereafter and is exempt from this disclosure.

☒ The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

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

Buyer/Tenant Name (Printed): John Schwab

Buyer/Tenant Name (Printed):

Buyer/Tenant Signature:  dotloop verified
09/03/20 2:47 PM CDT
XETR-WKWN-GQ7Y-QJGY

Buyer/Tenant Signature: 

Dated: _____

Dated: _____

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

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

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

Seller/Landlord Name (Printed): John Noblitt, City of Chickasha/Chickasha Municipal Authority

Seller/Landlord Name (Printed):

Seller/Landlord Signature: 

Seller/Landlord Signature: 

Dated: _____

Dated: _____

GREATER TULSA ASSOCIATION OF REALTORS®
This is a legally binding Contract; if not understood, seek advice from an attorney.

**CONTRACT OF SALE OF REAL ESTATE
VACANT LOT/LAND**

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

- | | |
|--|--|
| ☐ Conventional Loan | ☐ Single Family Mandatory Homeowners' Association |
| ☐ Seller Financing | ☐ Condominium Association |
| ☐ Assumption | ☐ Townhouse Association |
| ☐ | ☐ Supplement |
| ☒ Cash | ☐ Sale of Buyer's Property – Presently Under Contract |
| ☐ | ☐ Sale of Buyer's Property – Not Under Contract |

PARTIES. THE CONTRACT is entered into between:

City of Chickasha/Chickasha Municipal Authority _____ "Seller"
and John Schwab _____ "Buyer."

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

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

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

1. LEGAL DESCRIPTION. APACHE COVE SUBDIVISION AMENDED LOT 1 1710-561+

Lot 1 Apache Coves E 332 Loop, Jay, OK 74346

Property Address _____ City _____ Zip _____

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

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ \$30,000.00 payable by Buyer as follows: Buyer shall pay \$ \$1,000.00 as Earnest Money within two (2) days after the last date of the signature of Parties to be deposited following receipt within three (3) banking days, and Buyer shall pay the balance of the Purchase Price and Buyer's closing costs at Closing. Upon execution of the Contract, the Earnest Money shall be deposited in the trust account of Grand River Abstract or if left blank, the Seller's Broker's trust account, as part payment of the Purchase Price and/or Closing Costs.

3. CLOSING, FUNDING, AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before 10/07/2020, ("Closing Date") or not later than 15 days (five (5) days if left blank) thereafter caused by a delay of the Closing process, or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

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



Buyer _____ Buyer _____ Seller _____ Seller _____

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Property Address Apache Coves E 332 Loop, Jay, OK 74346

4. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|--|-----------------------------------|---|
| • Key(s) to the Property | • Propane tank(s), if owned | • Water meter, sewer/trash membership, if owned |
| • Fences (including sub-surface electric & components) | • Sprinkler systems & control(s) | • All remote controls, if applicable |
| • Mailboxes/Flag poles | • Exterior landscaping & lighting | |
| | • Entry gate control(s) | |

A. **Additional Inclusions.** The following items shall remain with the Property at no additional cost to Buyer:

N/A

B. **Exclusions.** The following items shall not remain with the Property:

N/A

5. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement shall commence on 09/03/2020 (**Time Reference Date**), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of the signature of the Parties.

6. INVESTIGATING, INSPECTIONS AND REVIEWS.

- A. Buyer shall have 2 days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections and reviews. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, or Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.
- B. Buyer, together with persons deemed qualified by Buyer and at Buyer's expense, shall have the right to enter upon the Property to conduct any and all investigations, inspections and reviews of the Property. Buyer's right to enter upon the Property shall extend to Oklahoma-licensed Home Inspectors and licensed architects for purposes of performing a home inspection. Buyer's right to enter upon the Property shall also extend to registered professional engineers, professional craftsman and/or other individuals retained by Buyer to perform a limited or specialized investigation, inspection or review of the Property pursuant to a license or registration from the appropriate State licensing board, commission or department. Finally, Buyer's right to enter upon the Property shall extend to any other person representing Buyer to conduct an investigation, inspection and/or review which is lawful but otherwise unregulated or unlicensed under Oklahoma Law. Buyer's investigations, inspections, and reviews may include, but not be limited to, the following:
- 1) **Flood, Storm Run off Water, Storm Sewer Backup or Water History**
 - 2) **Psychologically Impacted Property and Megan's Law**
 - 3) **Environmental Risks**, including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, mold, radon gas
 - 4) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations, mandatory Homeowner Association and dues.
 - 5) **Square Footage/Acreage.** Buyer shall not rely on any quoted square footage and shall have the right to measure or survey the Property.
 - 6) _____
- C. If, in the sole option of the Buyer, result of investigations, inspections and reviews are unsatisfactory, the Buyer may cancel the Contract by delivering written notice of cancellation to Seller, in care of Seller's Broker, if applicable, and receive refund of earnest money.
- D. **EXPIRATION OF BUYER'S RIGHT TO CANCEL CONTRACT:**
- 1) Failure of Buyer to perform any investigations, inspections or reviews or to cancel the Contract within the time periods in INVESTIGATIONS, INSPECTIONS, and REVIEWS Provision shall constitute acceptance of the Property regardless of its condition.
 - 2) After expiration of the time periods in INVESTIGATIONS, INSPECTIONS, and REVIEWS Provision, any square footage/acreage calculation of the Property, including but not limited to appraisal or survey, indicating more or less than quoted, shall not relieve the Buyer of the obligation to close this transaction.

7. DELIVERY OF PROPERTY INSPECTION REPORTS AND TEST RESULTS. Upon receipt by Buyer, in care of Buyer's Broker, if applicable, Buyer, or Buyer's Broker, if applicable, shall deliver to Seller, in care of Seller's Broker, if applicable, a copy of any and all written inspection reports obtained by the Buyer pertaining to all portions of the Property which are subject to Buyer's right of inspections.

8. COST OF INSPECTIONS/REINSPECTIONS. The cost of any and all inspections and reinspections shall be paid by the Buyer, unless prohibited by mortgage lender.

9. RISK OF LOSS. Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon the Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer.



Buyer ☐ Buyer ☐ Seller ☐ Seller ☐

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

11. TITLE EVIDENCE.

A. **BUYER'S EXPENSE.** Buyer, at Buyer's expense, shall obtain:
(check one)

☒ **Commitment for Insurance of a Title Insurance Policy** based an Attorney's Title Opinion which is rendered for Title Insurance purposes for the Owner's and Lender's Title Insurance Policy.

OR

☐ **Attorney's Title Opinion**, which is not rendered for Title Insurance purposes.

B. **SELLER'S EXPENSE.** Seller, at Seller's expense, within thirty (30) days of Closing Date, will make available to Buyer the following (collectively referred to as "the Title Evidence"):

1) A complete and current surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company

OR

A copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental and current surface-rights-only abstract certified by an Oklahoma-licensed and bonded abstract company;

2) A current Uniform Commercial Code Search; and

3) Unless waived in subparagraph 11.C. by Buyer, a Mortgage Inspection Certificate prepared subsequent to the Time Reference Date by a licensed surveyor, which shall include a representation of the boundaries of the Property (without pin stakes) and the improvements thereon.

C. **LAND OR BOUNDARY SURVEY OR REPORT.** By initialing this space _____ Buyer agrees to waive Seller's obligation to provide a Mortgage Inspection Certificate. Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey, in lieu of a Mortgage Inspection Certificate, that shall then be considered as part of the Title Evidence.

D. **BUYER TO EXAMINE TITLE EVIDENCE.**

- 1) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller, or Seller's Broker, if applicable. In the event that Title Evidence is not made available to Buyer, in care of Buyer's Broker, if applicable, within the time specified in subparagraph 11 (B) the Closing Date shall be extended to allow buyer the ten (10) days from receipt to examine the Title Evidence and deliver any requirements to Title.
- 2) Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.

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

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

F. Upon Closing, any existing Abstract(s) of Title, owned by Seller, shall become property of Buyer.

12. TAXES, ASSESSMENTS AND PRORATIONS.

- A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.
- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utilities bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.

Property Address Apache Coves E 332 Loop, Jay, OK 74346

- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. Matters pertaining to commercial leases or agricultural leases or production, if applicable, shall be addressed in an attached addendum.
- F. If the Property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.
- G. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

13. ADDITIONAL PROVISIONS.

Buyer & Seller both understand that this property is being sold As-Is, Where-Is without warranties, recourse or any representations, expressed or implied.

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

15. BREACH AND FAILURE TO CLOSE.

- A. **UPON BREACH BY SELLER.** If the Buyer performs all the obligations of Buyer, and if by the latest date specified for the Closing under Paragraph 3 of the Contract, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate the Contract, return the abstract to Seller and receive a refund of the Earnest Money, or pursue any other remedy available at law or in equity, including specific performance.
- B. **UPON BREACH BY BUYER.** If, after the Seller has performed Seller's obligations under this Contract, and if by the latest date specified for Closing under Paragraph 3 of the Contract, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performances.

16. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

- A. **Incurred Expenses.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from Earnest Money.
- B. **Release of Earnest Money.** In the event a dispute arises prior to the release of Earnest Money held in escrow, the escrow holder shall retain said Earnest Money until one of the following occur:
 - 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
 - 2) Agreement of disbursement is reached through Mediation;
 - 3) Interpleader or legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk; or
 - 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2), or 3) above have not been exercised; Broker escrow holder, at Broker's discretion, may disburse Earnest Money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

- 17. DELIVERY OF ACCEPTED OFFER OR COUNTEROFFER.** The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda or documents.

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

- 19. TERMINATION OF OFFER.** The above Offer shall automatically terminate on _____ unless withdrawn prior to acceptance or termination.

- 20. DEFINITIONS.** For purposes of this Contract the following terms shall have the meanings as stated below:

"Buyer's Broker" shall mean the broker, broker associate or sales associate whose name appears on this Contract.

"Seller's Broker" shall mean the broker, broker associate or sales associate whose name appears on this Contract.

"Day" or "Days" shall mean a calendar day, excluding only Federal holidays.

"Delivery" shall mean the date any notice or communication required in the Contract is (i) hand delivered to a party or their respective Broker at the address listed in this Contract; or (ii) emailed to a party's Broker to the email address listed in this Contract.

Property Address Apache Coves E 332 Loop, Jay, OK 74346

21. EXECUTION OF PARTIES.

AGREED TO BY BUYER:

On this Date: _____

John Schwab
Buyer's Printed Name

John Schwab dotloop verified
09/03/20 2:47 PM CDT
92XE-EZK3-CARR-PVLO
Buyer's Signature

Buyer's Printed Name

Buyer's Signature

AGREED TO BY SELLER:

On this Date: _____

john Noblitt_ City of Chickasha/Chickasha Municipal Authority
Seller's Printed Name

Seller's Signature

Seller's Printed Name

Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER

Seller's Signature

Seller's Signature

BROKERS

BUYER'S BROKER/ASSOCIATE:

158809 / John Pellow
OREC Associate License Number

Coldwell Banker Select/The PellowTeam
OREC Company Name

155591
OREC Company License Number

8990 S Yale Rd, Tulsa, OK 74137
Company Address

918.697.5237
Company Phone Number

john@pellowteam.com
Associate Email

SELLER'S BROKER/ASSOCIATE:

158809 / John Pellow
OREC Associate License Number

Coldwell Banker Select/The PellowTeam
OREC Company Name

155591
OREC Company License Number

8990 S Yale Rd, Tulsa, OK 74137
Company Address

918.697.5237
Company Phone Number

john@pellowteam.com
Associate Email



09/03/20
2:47 PM CDT
dotloop verified

Buyer ☐ Buyer ☐ Seller ☐ Seller ☐

GTAR Vacant Lot Land 9/2018

GREATER TULSA ASSOCIATION OF REALTORS®

EARNEST MONEY INSTRUCTIONS

Buyer: John Schwab Seller: City of Chickasha/Chickasha Municipal Authority

Property Address: Apache Coves E 332 Loop, Jay, OK 74346

In accordance with the Contract of Sale for the Property listed above between Buyer and Seller, specifically Paragraph 2, **PURCHASE PRICE, EARNEST MONEY, AND SOURCE OF FUNDS \$**_____

☒ Check ☐ Cash ☐ Other _____ as the Earnest Money has been delivered to:
(Specifically Identify)

☐ Buyer's Broker

Buyer's Broker acknowledges receipt of the Earnest Money and has done the following:

- ☐ Deposited the Earnest Money in the trust account of Buyer's Broker
- ☐ Delivered the Earnest Money to Seller's Broker
- ☒ Delivered the Earnest Money to: (Insert Name and have the Acknowledgement below completed) Grand River Abstract & Title

Buyer's Broker/Associate Signature

Date

(Print Name) Buyer's Broker/Associate

☐ Seller's Broker

Seller's Broker acknowledges receipt of the Earnest Money and has done the following:

- ☐ Deposited the Earnest Money in the trust account of Seller's Broker
- ☐ Delivered the Earnest Money to: (Insert Name and have the Acknowledgement below completed) Grand River Abstract & Title

Seller's Broker/Associate Signature

Date

John Pellow

(Print Name) Seller's Broker/Associate

(To be completed only when the Earnest Money is not deposited with either the Buyer's or Seller's Broker.)

ACKNOWLEDGEMENT. The undersigned acknowledges receipt of the Earnest Money.

Grand River Abstract & Title

(Name of Company or Party)

Authorized Signor

Date

(Print Name)

(Title)



City of
CHICKASHA

Meeting Type: CMA Agenda 9-21-2020

Meeting Date: 9/21/2020

Department: Administration

Agenda Item No. 4.d.

AGENDA ITEM: Discussion, consideration and possible action on the sale of a portion of an alley located on the East One-Half of the vacated Ten (10) foot alley, lying East of and adjacent to Lots 3, 4, 5, 6, and 7 in Sayer's Sub-Division of Lots 15, 16 and 17 in Block 46 in the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof, to Great Plains Land and Cattle Company, LLC, in the amount of \$300.00.

I. BACKGROUND/DESCRIPTION:

- Date Council adopted the vacation of the alley on January 6, 2020 with a vote of 7 - 1.
- Part of Settle building project.
- Building has been restored
- Restore part of alley to expand the use of the building

II. RECOMMENDED ACTION:

Approve sale of portion of alley located on the East One-Half of the vacated Ten (10) foot alley, lying East of and adjacent to Lots 3, 4, 5, 6, and 7 in Sayer's Sub-Division of Lots 15, 16, and 17 in Block 46 in the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof, to Great Plains Land and Cattle Company, LLC. for the amount of \$300.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT

Meeting Date: September 21, 2020	(From)	
--	--------	--

V. ATTACHMENTS: