

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 19, 2021

1. **Call to Order / Roll Call.**
2. **Consent Docket:**
 - a. Acceptance of the Minutes of the January 4, 2021 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Acceptance of the Financials for December 2020.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**
 - a. Discussion, consideration and possible action to authorize Staff to solicit bids for Emergency Storm Debris Removal CMA- 2101
 - b. Discussion, consideration and possible action on the sale of Apache Cove Lot 9.
 - c. Discussion, consideration and possible action on the sale of Apache Cove Lots 1, 2, and 3.
5. **Motion for Adjournment.**



City of
CHICKASHA

Meeting Type: CMA Agenda 1-19-2021

Meeting Date: 1/19/2021

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the January 4, 2021 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the January 4, 2021 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 19, 2021	(From)		

V. ATTACHMENTS:

1. CMA 1-4-2021

January 4, 2021

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 4th day of January 2021, 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 8:38 p.m.

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

CHAIRMAN AND TRUSTEES

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

ABSENT: None.

STAFF

PRESENT: John Noblitt, City Manager
 Amanda Mullins, City Attorney
 Leasa Furr, Asst. City Manager
 Susan M. McDaniel, City Clerk
 G. G. Music, Asst. Police Chief
 Kyle Marks, Park and Rec Director
 Tony Samaniego, Deputy Fire Chief
 Shae Mortimer, Marketing & Civic Engagement Manager

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

ITEM 2a. **Acceptance of the minutes of the December 7, 2020 regular meeting.**

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

8:38 P.M.

ITEM 2c. Acceptance of the Financials for November 2020.

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

Roll call vote:

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

“Nays:” None

“Abstain:” None

Motion carried. 9-0

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

No action taken on Item 3.

ITEM 4. Discussion and Consideration Items:

ITEM 4a. Discussion, consideration and possible action on Oklahoma Department of Environmental Quality Consent Order 20-047.

*Motion by Council Member Loggins and second by Council Member Hopkins to not consent to the Oklahoma Department of Environmental Quality Consent Order 20-047.

Roll call vote:

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

“Nays:” None

“Abstain:” None

Motion carried. 9-0

ITEM 5. Motion to Adjourn.

*Motion by Trustee Grayson, second by Trustee Loggins to adjourn.

Meeting adjourned.

TIME: 8:39 P.M.

Chris Mosley, Chairman

Chickasha Municipal Authority Meeting 1-4-2021
8:38 P.M.

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Approved this 19th day of January 2021.



City of
CHICKASHA

Meeting Type: CMA Agenda 1-19-2021

Meeting Date: 1/19/2021

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the 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: Janaury 19, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 1-19-2021

Meeting Date: 1/19/2021

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of the Financials for December 2020.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for December 2020.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 19, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 1-19-2021

Meeting Date: 1/19/2021

Department: Public Works

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to authorize Staff to solicit bids for Emergency Storm Debris Removal CMA- 2101

I. BACKGROUND/DESCRIPTION:

- On October 26th, 2020 Oklahoma was hit with a historic ice storm event. Chickasha experienced exceptional damage City wide in the form of fallen trees and limbs.
- Staff has been working with limited resources to collect the debris and move it to temporary storage sites.
- On December 21st 2020 a Federal Disaster was declared for the State of Oklahoma which includes Grady County. Which will allow for reimbursement of debris removal.

II. RECOMMENDED ACTION:

Authorize Staff to solicit bids for Emergency Storm Debris Removal CMA-2021.

III. FISCAL INFORMATION - 31-33-5208-020 / Contingency - 2020 Ice Storm

IV. FUND INFORMATION:

Dept. Director: David Buchanan, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 19, 2021	(From)31-33-5208-020 / Contingency - 2020 Ice Storm		

V. ATTACHMENTS:

1. Emergency Storm Debris Removal CMA-2101

INVITATION TO BID

MAIL SEALED BIDS TO:	PERSONAL OR COMMON CARRIER DELIVERY
CHICKASHA CITY CLERK	CHICKASHA CITY CLERK
117 NORTH 4TH STREET	117 NORTH 4TH
CHICKASHA, OKLAHOMA 73018	CHICKASHA, OKLAHOMA 73018

DATE BID TYPED: 01/11/21	BID NO: CMA-2101	TITLE: Emergency Storm Debris Removal	
NO BIDS WILL BE ACCEPTED AFTER:		CONTRACT PERIOD	
VENDORS NAME:		REASON FOR NO BID:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	TERMS:
AREA CODE:	TELEPHONE NO.	FAX NO.	DELIVERY:
E-MAIL ADDRESS			FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____,

_____ of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this _____ day of _____, 20____

Bidder

Notary

My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____,

_____ of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Subscribed and sworn to before me this _____ day of _____, 20____

Bidder

Notary

My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

**Request for Proposal – CMA-2101
Emergency Storm Debris Removal**

Advertise Date: **January 21st, 2021**

Advertise Date: **January 28th, 2021**

The City of Chickasha, Oklahoma, is accepting sealed proposals for **Emergency Storm Debris Removal**.

Bids shall be made in accordance with this Invitation for Bids and the Bidding Documents.

Sealed proposals shall be addressed to City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, Oklahoma 73018, and shall be labeled **"RFP-CMA-2101, DO NOT OPEN"** and **"Emergency Storm Debris Removal."** Proposals shall be submitted no later than 10:00 a.m., local time on **February 17, 2021**. It is the sole responsibility of the proponent to ensure that this proposal is actually in the City Hall of the City of Chickasha prior to the expiration of the time and date stated above. Bids will be opened in the City Conference Room, Second Floor – City Hall, 117 N. 4th Street, Chickasha, Oklahoma 73018

The Issuing Office for the Bidding Documents is: City of Chickasha. Technical questions should be emailed to David Buchanan, at david.buchanan@chickasha.org or call 405.222.6080. Bidding Documents also may be examined at: City of Chickasha Website <http://www.chickasha.org/Bids.aspx>

Upon consideration of the proposal, the City of Chickasha reserves the right to accept or reject any and all proposals, to waive technicalities and to make any investigation deemed necessary concerning the proponent's ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous proposal.

John Noblitt
John Noblitt, City Manager

C E R T I F I C A T I O N

I certify that the above "Request for Proposal" was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the _____ day of January, 2021.
Susan McDanial, City Clerk

GENERAL PROVISIONS

1. Definitions

- A. "City" means the City of Chickasha, Oklahoma
- B. "Acquisition" means items, products, materials, supplies, services, and equipment the City acquires by purchase, lease purchase, or rental.
- C. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- D. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- E. "Solicitation" means a request or invitation by the Director of Public Works for a supplier to submit a priced offer to sell acquisitions to the City. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- F. "Supplier" or "Vendor" means an individual or business entity that sells or desires to sell acquisitions to the city.

2. Submission

Sealed bids will be received by the City of Chickasha for furnishing of equipment, materials, and supplies and incidental items necessary to perform the work as outlined in these specifications. Copies of all bid documents are available for inspection in the Office of the Public Works Director. Bids are to be submitted to the City Clerk, 117 N. 4th Street, Chickasha, OK 73018, no later than the date and time indicated on the BID FORM. Submission of a Bid shall constitute an agreement on the part of the Bidder to all terms and conditions contained therein.

Bids received by the city after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

3. Insurance and Bonds

The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the State of Oklahoma and shall in all respects conform to the requirement of Governmental Tort Claims Act, Title 51 Oklahoma Statutes Sections 151 et seq. With liability limits to be no less than the amount specified therein and with the City of Chickasha to be additional insured on all such required policies of insurance.

The successful Bidder will be required to execute the agreement and provide all necessary bonds and insurance within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder.

The following bonds are required for this project:

- 1. Bid Bond
- 2. Statutory Bond

The following insurance documents are required for this project:

1. General Liability
2. Workers' Comp.
3. Auto Liability

The City shall be named as an additional insured.

4. Rejection of Bid

The city reserves the right to reject any and all bids. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the city.

5. Award of Contract

The City may award the contract to more than one bidder by awarding the Contract(s) by item or groups of items or may award the Contract on an ALL OR NONE basis, whichever is deemed by the City to be in the best interest of the City of Chickasha.

Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that the best value criteria is being used.

Only properly completed bids will be considered. A completed Bid shall include the following:

1. A fully completed "Bid Form".
2. A completed and Notarized "Non-Collusion Affidavit", "Business Relation Affidavit".
3. A Certified, Cashier's Check or Bid Bond made payable to the City of Chickasha in an amount of Five percent (5%) of the total amount of the bid submitted.
4. A Pre-Bid Site Investigation Certificate
5. A Payroll Affidavit

BID OPENING

Sealed bids shall be opened by the City Clerk at City Hall, 117 N. 4th, Chickasha, Oklahoma 73018 on the 17th day of February 2021 at 10:00 o'clock a.m.

PRE-BID MEETING

A pre-bid meeting will be required. The pre-bid meeting will be held at 10 AM on February 10th, 2021 at the Public Works building located at 502 Genevieve Chickasha, OK.

STATEMENT OF QUALIFICATIONS FORM

Bidder

Address

Similar Projects Completed by Bidder:

1. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR
ITEMS: _____

VALUE OF CONTRACT: _____

2. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR
ITEMS: _____

VALUE OF CONTRACT: _____

3. NAME OF PROJECT: _____

OWNER: _____ ADDRESS: _____

DATE STARTED: _____ DATE COMPLETED: _____

APPROX. QUANTITIES OF MAJOR
ITEMS: _____

VALUE OF CONTRACT: _____

COST PROPOSAL FORM

City of Chickasha – Emergency Storm Debris Removal

Pricing for Emergency Storm Debris Removal:

Your quote will include all residential streets within that section. [NOTE: all boundary section line roads will be to the center line and all interior section line roads will include both sides].

Please quote as follows:

<u>Map Section</u>	<u>Total Price/Lump Sum</u>
Ward I	_____
Ward II	_____
Ward III	_____
Ward IV	_____

Execute and submit with this Cost Proposal Form the following:

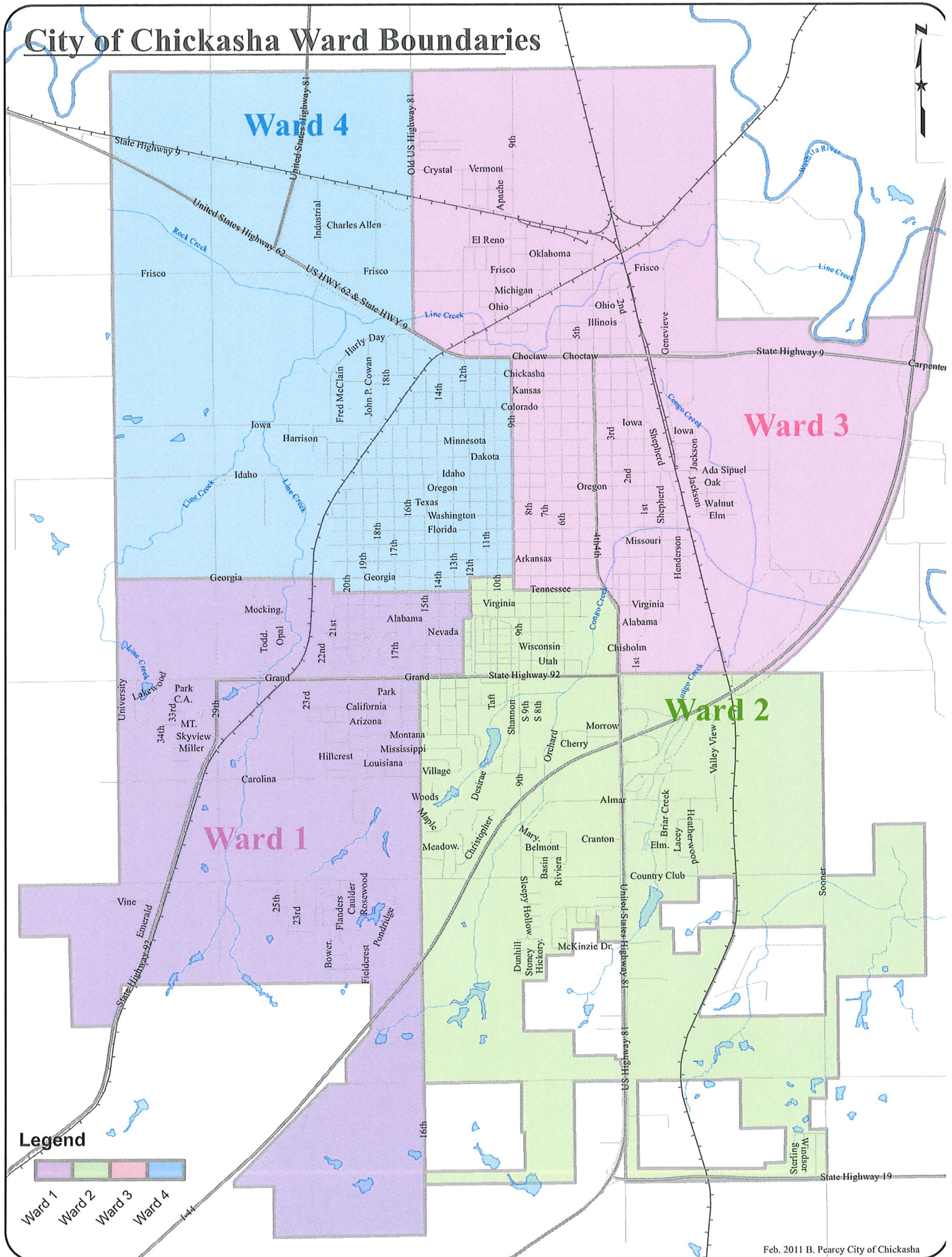
- Bid Bond
- Non-Collusion Affidavit
- Business Relationships Affidavit
- Pre-Bid Site Investigation Certification
- Payroll Affidavit

The City/CMA reserves the right to reject any and all bids.

The City/CMA may select one or a combination of proposals which are advantageous to the City.

Sealed bids shall be opened by the City Clerk at City Hall, 117 N. 4th, Chickasha, Oklahoma 73018 on the 17th day of February 2021 at 10:00 o'clock a.m.

City of Chickasha Ward Boundaries



PRE-BID SITE INVESTIGATION CERTIFICATION

The undersigned certifies Contractor has visited the City, met with the City's Representative [as designated by the City of Chickasha] to discuss Project Scope and has observed and investigated all conditions affecting the Work. Visit made on the day of _____, 20_____.

SIGNATURE: _____

BY: _____

TITLE: _____

Subscribed and sworn to before me on this _____ day of, _____ 20_____

(seal)

Notary Public

My Commission Expires _____

My Commission Number _____

**** Execute and include with Cost Proposal ****

PAYROLL AFFIDAVIT

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the BIDDER to submit the attached bid. Affiant further states that (s)he has submitted or will submit the required payroll information to the Wage and Hour Division of the Employment Standards Administration of the United States Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S. 1981, Paragraph 196.9a(B), as amended.

AFFIANT SIGNATURE: _____

BY: _____

TITLE: _____

Subscribed and sworn to before me on this _____ day of, _____ 20_____

(seal)

Notary Public

My Commission Expires _____

My Commission Number _____

**** Execute and include with Cost Proposal ****

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1.0 SERVICES

1.0.1 Scope of Services:

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (herein referred to as "debris ")*, within the time specified within this Proposal. Emergency clearance, debris removal, disposal will be limited to:

- 1) That which is determined to eliminate immediate threats to life, public health, and safety;
- 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- 3) That which is considered essential to ensure the economic recovery of the affected City of Chickasha to the benefit of the City of Chickasha at large.

These proposed services shall provide for the cost effective and efficient removal of debris accumulated on all public, residential properties, streets, roads, other right-of-ways and public school properties, including any other locally owned facility or site as may be directed by the City of Chickasha. Proposed services will only be performed when requested and as designated by the City of Chickasha.

1.2.0 Right-of-Way (ROW) Removal:

Contractor shall remove all debris from the ROW of the City of Chickasha when directed to do so by City of Chickasha officials. This debris removal work shall include:

- 1) Examining debris to determine whether or not the debris is eligible (vegetative);
- 2) Loading the debris;
- 3) Hauling the debris to an ODEQ approved temporary storage site

Ineligible debris will not be loaded, hauled, or dumped under this proposal. Mixed loading of debris shall be kept to a minimum. Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by the City of Chickasha. The City of Chickasha officials may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. Contractor shall not enter onto private property during the performance of this proposal without the approval of the City of Chickasha. Contractor may be requested by the City of Chickasha to remove debris from public areas which may include operational facilities, utility facilities and other land owned by the City of Chickasha. Contractor shall use reasonable care not to damage any public or private property not already damaged by the storm event. Should

any property be damaged due to negligence on the part of the Contractor the City of Chickasha may either bill Contractor for the damages or withhold funds due to Contractor. Debris removal and delivery to an ODEQ approved temporary storage site debris disposal site shall be paid on a lump sum basis.

1.2.1 Geographic Assignment:

The geographic boundary for work by Contractor's crews shall be directed by the City of Chickasha and limited to properties located within the City of Chickasha's legal boundaries.

1.2.2 Scheduled Passes:

Contractor shall make one scheduled pass at the direction of the City of Chickasha.

1.2.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. Contractor shall use mechanical equipment to load and reasonably compact debris into trucks and trailers. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City of Chickasha.

1.2.4 Certification of Load Carrying Capacity:

Contractor shall submit to the City of Chickasha, a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the City of Chickasha and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the City of Chickasha officials.

1.2.5 Vehicle Information:

The maximum load capacity of each hauling vehicle shall be based on exact measurements. The measured maximum load capacity of any vehicle load bed shall be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling shall have and use an approved tailgate. Sideboards shall be limited to those that protect the load area of the trailer.

1.2.6 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, Contractor shall survey the primary routes used and recover fallen or blown debris from the roadway(s).

1.2.7 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to all extents possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

1.2.8 Work Days/Hours:

Contractor may conduct debris removal operations from sunup to sundown, seven days per week as directed by the City of Chickasha officials. Adjustments to work days and/or work hours shall be as directed by the City of Chickasha following consultation and notification to Contractor.

1.2.9 Hazardous and Industrial Wastes:

Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements.

1.2.10 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor shall provide such safety equipment, training and supervision as may be required by the City of Chickasha. Contractor shall ensure that its subcontracts contain a similar safety provision.

1.2.11 Inspection and Testing:

All debris shall be subject to adequate inspection by the City of Chickasha officials or any public authority in accordance with generally accepted standards to ensure compliance with the Proposal and applicable federal, state and local laws. The City of Chickasha officials shall, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

1.2.12 Monitoring:

The City of Chickasha may assign Monitors at the load sites to oversee Contractor's debris operations.

1.2.13 Accountable Debris Load Tickets:

The City of Chickasha shall accept the serialized copy of Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered at the ODEQ temporary storage sites site(s). The ticketing system shall also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated report(s). They should include the following:

- Date
- Preprinted Number
- Hauler's name
- Truck number
- Truck capacity in cubic yards
- Load percentage full or as assigned by the City of Chickasha
- Load amount in reportable cubic yards
- Debris classification as burnable
- Point of origin for debris collected and time loaded
- Storage site location and time dumped

1.2.14 Reports:

Contractor shall submit periodic, written reports to the City of Chickasha officials as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not be limited to:

Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations. Contractor shall also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

Weekly Summaries:

A summary of all information contained in the daily reports as set out in Daily Report of this Proposal or in a format required by the City of Chickasha.

Report(s) Delivery:

The scheduling point of delivery and receiving personnel for the debris operations report(s) shall be directed by the City of Chickasha in consultation with Contractor.

Final Project Closeout:

Upon final inspection and/or closeout of the project by the City of Chickasha, Contractor shall prepare and submit a detailed description of all debris management activities to include but not be limited to the total volume, of debris hauled and delivered, plus the total cost of the project invoiced to the City of Chickasha. If requested, any other

additional information as may be necessary to adequately document the conduct of the debris management operations for the City of Chickasha and/or Government.

Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal and load capacity measurements as may be required by the City of Chickasha and/or Government to support requests for debris project reimbursement from external funding sources.

1.3.1 Types:

The City of Chickasha should plan to use temporary debris storage sites as needed. Vegetative debris storage sites shall be primarily devoted to the reduction of clean woody debris by either burning or grinding. Mixed debris and Construction & Demolition (C&D) debris shall not be accepted.

1.3.2 Locations of Debris Management Sites:

Locations of all debris storage sites shall be provided by the City of Chickasha.

1.3.6 Operations Requirements

Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this proposal.

- Contractor shall be responsible for control of traffic in the work area

1.3.8 Debris Storage Site Monitoring:

Contractor and the City of Chickasha's Monitor shall inspect each load to verify the contents are in accordance with the accepted definition of eligible debris as stated in the contract. If any load is determined to contain material that does not conform to the definition of eligible debris, the load shall be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and Contractor will not invoice the City of Chickasha for such loads. Contractor and the City of Chickasha's Monitor shall inspect each load to verify the volume of eligible debris that has been hauled to the staging site. The City of Chickasha's Monitor will note on the load ticket the verified debris capacity hauled to the temporary storage site. The City of Chickasha's Monitor signature is required on all valid load tickets. If Contractor is continually not in agreement with the City of Chickasha's Monitor regarding inspections, Contractor should contact the City of Chickasha's Project Manager and/or its designated agent. All unloading of debris should stop until an agreement can be reached.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

Contractor agrees to perform the proposed services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Proposal documents or meeting the approval of the City of Chickasha may be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to the City of Chickasha.

2.2 Cost of Services:

Contractor shall bear the costs of performing all proposed services hereunder, as directed by the City of Chickasha, including but not limited to, that which is set out in Section 1.0, plus applicable license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all proposed services as set out in this Proposal.

2.3 Matters Related to Performance:

2.3.1 Subcontractors:

Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its employees. Contractor shall submit a subcontractor plan including a clear description of the percentage of the work Contractor may subcontract out. Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Proposal and that the work of their subcontractors is subject to said provisions. Nothing contained in this Proposal shall create any subcontractor relationship between any sub, Contractor and the City of Chickasha. Contractor shall supply the names and addresses of subcontractors for approval and materials suppliers when requested to do so by the City of Chickasha. Notwithstanding, Contractor will be expected to use fully qualified and properly equipped local firms, including Minority/Women Business Enterprises, to maximize the extent practicable.

2.3.2 Indemnification:

Contractor agrees to indemnify, hold harmless and defend the City of Chickasha from and against any and all liabilities, suits, actions, legal proceedings, claims demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of Contractor, its agents, subcontractors or employees in the performance of this Proposal.

2.3.3 Insurance(s):

Contractor agrees to keep the following Insurance in full force and effective during the term of this Proposal. Contractor must also name the City of Chickasha, as additional insured, while working within the boundaries of the City of Chickasha.

2.3.4 Worker's Compensation:

This coverage is required if Contractor employs individuals on either a full or part-time basis to perform the proposed services.

Coverage A Statutory State Requirements

Coverage B \$1,000,000

2.3.5 Automobile Liability:

Bodily Injury \$1,000,000 each person \$1,000,000 each accident Property Damage \$1,000,000 each accident

2.3.6 Comprehensive General Liability:

Bodily Injury \$1,000,000 each person \$2,000,000 aggregate

Property Damage \$1,000,000 each accident \$2,000,000 aggregate

2.3.7 Insurance Cancellation/Renewal:

Contractor shall notify the City of Chickasha at least thirty (30) days in advance of cancellation, nonrenewal or adverse change to the required insurance. New certificates of insurance are to be provided to the City of Chickasha at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

Contractor shall have a knowledgeable and responsible Representative report to the City of Chickasha's designated Proposal Representative following the execution of this Proposal. Contractor Representative shall have the authority to implement all actions required to begin the performance of proposed services as set out in this proposal.

3.2 Mobilization:

When the written Notice to Proceed has been received by Contractor and/or the on-site Contractor Representative, he/she shall make all necessary arrangements to mobilize forces within 24 hours to commence and conduct these proposed services.

3.3 Time to Complete:

Contractor shall complete all directed work within 60 calendar days from the Notice to Proceed. If the project is not completed within the required time, \$100.00 per day liquidated damages shall be assessed for all calendar days thereafter. These damages will be deducted from the final payment.

3.4 Completion of Work:

Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5 Extensions:

In as much as this is a "time is of the essence" based Proposal; the commencement of proposed services shall be as set out in Section 3.2. This Proposal may be extended by mutual consent of both the City of Chickasha and Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Proposal:

The term of proposal shall be for the time allocated within this proposal.

3.7 Proposal Termination

This Agreement may be terminated by Contractor upon thirty (30) days prior written notice to the City of Chickasha in the event of substantial failure by the City of Chickasha to perform in accordance with the terms of the Agreement through no fault of Contractor. Contractor may also be terminated by the City of Chickasha for breach of contract, but not before Contractor is given written notice at the location described within this proposal and given twenty (20) days to cure that deficiency. Should Contractor be terminated, Contractor shall be paid for services rendered to the City of Chickasha through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City of Chickasha, Contractor shall:

- Stop work on the date and to the extent specified
- Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- Transfer all work in process, completed work, and other material related to the terminated work to the City of Chickasha
- Continue and complete all parts of the work that have not been terminated

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The City of Chickasha may be required to enter into agreements with Federal and/or State agencies for disaster relief.

4.2 Owners Obligations:

The City of Chickasha shall furnish all information and documents necessary for the commencement of proposed services, to include a valid written "Notice to Proceed". A representative shall be designated by the City of Chickasha to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Proposal via a written "Notice to Proceed". The City of Chickasha is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. Contractor may assist the City of Chickasha with the development of debris based PSA(s), if requested.

4.3 Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the City of Chickasha. Contractor shall have and require strict compliance with a written Code of Ethics, including a "CLEAN AS YOU GO" policy for all workers.

4.4 Supervision:

Contractor will supervise and/or direct all proposed services. Contractor is solely responsible for Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of Contractor and all communications given to the supervisor by the City of Chickasha's Authorized Representative shall be as binding as if given to Contractor.

4.5 Damages:

Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors.

4.6 Other Contractors:

Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of a private utility, and shall not interfere with their work.

4.7 Ownership of Debris:

All storm debris shall become the property of City of Chickasha for lawful disposal. The debris shall be limited to eligible vegetative debris.

5.0 GENERAL TERMS AND CONDITIONS

Contractor shall, to every extent possible, give priority to utilizing resources within the City of Chickasha. Debris Proposal local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding subcontracts and employment to the local work force.

5.1 Other Agencies:

The term "Government" as used in this Proposal refers to those governmental agencies, which may have a regulatory or funding interest in this Proposal.

5.2 Lump Sum Price for Debris:

The Lump Sum price includes all costs for mobilization, loading, transportation and delivery to the approved temporary storage site.

5.3 Billing Cycle:

Contractor shall invoice the City of Chickasha on a 30 day basis (plus or minus) reflecting the close of business on the last working day of the billing period (weekly or monthly).

5.4 Payment Responsibility:

The City of Chickasha agrees to accept Contractor's invoice(s) and supporting documentation as set out in this Proposal and process said invoices for payment within 10 business days. The City of Chickasha shall advise Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

5.5 Ineligible Work:

Contractor shall not be paid for the removal, transportation, storage, reduction and/or disposal of any material as may be determined by the City of Chickasha as ineligible debris.

5.6 Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated prices of this Proposal. Any amendments, extensions or changes to the scope of proposed services or prices are subject to full negotiation(s) between the City of Chickasha and Contractor. Any amendments, extensions or changes to the scope of this proposal agreed upon shall, be put in writing, signed by both parties and dated before it becomes effective.

5.7 Confidentiality:

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by Contractor under this Agreement shall be made available to any individual or organization by Contractor without prior written approval of the City of Chickasha.

6.0 MISCELLANEOUS**6.1 Notice:**

Whenever in this proposal it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail.

6.2 Applicable Law:

The laws of the State of Oklahoma shall govern this proposal.

6.3 Entire Proposal:

This proposal (including any schedules or exhibits attached hereto) constitutes the entire proposal and understanding between the parties with respect to the matters contained herein. This proposal supersedes any prior proposals and/or understandings relating to the

subject matter hereof. This proposal may be modified, amended or extended by a written instrument executed by both parties.

6.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this proposal, by either party.

6.5 Severability:

If any provision of our proposal is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties it shall be stricken and the remainder of this proposal will remain in full force and effect.



City of
CHICKASHA

Meeting Type: CMA Agenda 1-19-2021

Meeting Date: 1/19/2021

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration and possible action on the sale of Apache Cove Lot 9.

I. BACKGROUND/DESCRIPTION:

- Apache Cove lots were received in settlement with Word Industries on defaulted loan.
- Offer lot is \$25,000.00
- Earnest Money in the amount of \$500 has been paid to Grand River Abstract.
- CMA net estimate after fees is \$21,000.00.

II. RECOMMENDED ACTION:

Approve sale of Apache Cover Lot 9 for \$25,000.00

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To) 31-4400-00		\$21,000.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 19, 2021	(From)		

V. ATTACHMENTS:

1. Vacant Lot-Land Contract (Lot 9_Apache Cove)
2. Supporting Documents - Smith

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): Jesse Lee Smith

Buyer/Tenant Name (Printed): Amy Christena Smith

Buyer/Tenant Signature:  dotloop verified
12/29/20 11:11 AM CST
DMFA-T2SG-NSOU-VPGL

Buyer/Tenant Signature:  dotloop verified
12/29/20 11:38 AM CST
TIRB-AG41-PRXF-NNKD

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): _____

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 |
| ☐ | ☐ 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 _____ "Seller"
and Jesse Lee Smith and Amy Christena Smith _____ "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 9 1710-561+

Lot #9 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 \$ \$25,000.00 payable by Buyer as follows: Buyer shall pay \$ \$500.00 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 02/26/2021, ("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
11:11 AM CST 12/29/20 11:38 AM CST 12/29/20
dotloop verified dotloop verified

GTAR Vacant Lot Land 9/2018

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Property Address Lot #9 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
 - Fences (including sub-surface electric & components)
 - Mailboxes/Flag poles
 - Propane tank(s), if owned
 - Sprinkler systems & control(s)
 - Exterior landscaping & lighting
 - Entry gate control(s)
 - Water meter, sewer/trash membership, if owned
 - All remote controls, if applicable
- 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 12/28/2020 (**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.


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12/29/20
11:38 AM CST
dotloop verified





Seller

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11. TITLE EVIDENCE.

OR

OR

Property Address Lot #9 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.

N/A

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 Lot #9 E 332 Loop, Jay, OK 74346

21. EXECUTION OF PARTIES.

AGREED TO BY BUYER:

On this Date: _____

Jesse Lee Smith
Buyer's Printed Name

Jesse Lee Smith dotloop verified
12/29/20 11:11 AM CST
YDN4-ZQB9-WSX0-BIAO
Buyer's Signature

Amy Christena Smith
Buyer's Printed Name

Amy Christena Smith dotloop verified
12/29/20 11:38 AM CST
DATN-NOBS-QHOX-RPWX
Buyer's Signature

AGREED TO BY SELLER:

On this Date: _____

Seller's Printed Name

Seller's Signature

Seller's Printed Name

Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____

Seller's Signature

Seller's Signature

BROKERS

BUYER'S BROKER/ASSOCIATE:

158809
OREC Associate License Number

Coldwell Banker Select
OREC Company Name

155582
OREC Company License Number

8909 S Yale, Tulsa, OK 74137
Company Address

Company Phone Number

john@pellowteam.com
Associate Email

SELLER'S BROKER/ASSOCIATE:

158809
OREC Associate License Number

Coldwell Banker Select/The PellowTeam
OREC Company Name

155582
OREC Company License Number

8909 S Yale, Tulsa, OK 74137
Company Address

918.697.5237
Company Phone Number

john@pellowteam.com
Associate Email

JS
12/29/20
dotloop verified

Buyer

AS
12/29/20
dotloop verified

Buyer

Seller

Seller

GREATER TULSA ASSOCIATION OF REALTORS®

EARNEST MONEY INSTRUCTIONS

Buyer: Jesse Lee Smith and Amy Christena Smith Seller: City of Chickisha

Property Address: Lot #9 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** \$ \$500.00

☐ 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

Buyer's Broker/Associate Signature

Date

John Pellow
(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

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
(Name of Company or Party)

Authorized Signor

Date

(Print Name)

(Title)

Affiliated Business Arrangement Disclosure Statement

Notice

To: _____ **Property:** _____

From: **Coldwell Banker Select (“Coldwell”)** **Date:** _____

This is to give you notice that Coldwell has a business relationship with other companies that provide settlement services.

Coldwell has a business relationship with Oklahoma Abstract Partners, LLC (“OAP”). Some principals in Coldwell have a part of a company called “Select Abstract Partners LLC” that owns twenty five percent ownership of OAP. Because of this relationship, this referral may provide the principals of Coldwell a financial or other benefit.

OAP owns the following companies. Smith Brothers Abstract, Metro Title and Abstract, Grand Valley Abstract, Pawhuska Abstract and Title, and Osage Abstract, Claremore Abstract. Because of this relationship, this referral may provide the principals of Coldwell a financial or other benefit.

Coldwell also has a business relationship with Associated Mortgage Corporation (“AMC”). The principals of Coldwell have a part of a company called “Select Abstract Partners, LLC” that owns twenty five percent of OAP and the owner of AMC also owns twenty five percent of OAP. Because of this relationship, this referral may provide the principals of Coldwell a financial or other benefit.

Coldwell also has a business relationship with Robert E. Parker, Attorney at Law, PC. Robert E. Parker, Attorney at Law, PC owns a company that has twenty-five percent ownership in “Select Abstract Companies, which owns twenty five percent of OAP. Because of this relationship, this referral may provide the principals Coldwell a financial or other benefit.

Coldwell also has a business relationship with Executives Title & Escrow Company, LLC (“Executives Title”) and Robert E. Parker, Attorney At Law, PC. Please note that some principals of Coldwell also own RBR Partnership, an entity that has a thirty percent ownership interest in Executives Title. TCG, LLC a principal in Coldwell has a twenty percent ownership in Executives Title. A number of Coldwell Banker Agents, some employees, and other individuals have ownership interests in Executives Title, with each individual’s interest below one percent. While neither Coldwell Banker, its agents nor Executives Title has any ownership interest in Robert E. Parker Attorney At Law, PC, please note that Robert Parker, the owner of Robert E Parker, Attorney at Law, PC, has a fifty percent ownership interest in Parker Consultants and Management, Inc., which has a thirty percent ownership interest in Executives Title. Because of these relationships, this referral may provide Coldwell Banker, its principals or agents, RBR Partnership, Robert E. Parker, Attorney at Law, PC, Robert E. Parker, Parker Consultants and Management, Inc., and/or Executives Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider of Service and Settlement Service

Charge or Range of Charges

EXECUTIVES TITLE

Title Services/Settlement Agent	\$165 - \$650
Owner's and Lender's Title Insurance	\$3.50/1,000 of sales price
Abstract, Title, Closing and Recording	\$75-\$2,000

ROBERT E. PARKER, AAL, PC

Title Examination	\$350
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AMC – Origination Charges	\$995
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OKLAHOMA ABSTRACT PARTNERS,

– Abstract Storage	\$35
Preliminary Abstracting	\$350-\$650
Final Abstracting	\$350-\$650
Title Services	\$85

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Coldwell Banker is referring me/us to purchase the above-described settlement services and that Coldwell Banker, its principals or agents, RBR Partnership, Robert E. Parker, AAL, PC, Robert E. Parker, Parker Consultants Inc., and/or Executives Title may receive a financial or other benefit as the result of this referral.

Amy Christena Smith
dotloop verified
12/29/20 11:38 AM CST
CWHV-9NTG-RLSJ-6ZLG

Signature

Date

Jesse Lee Smith
dotloop verified
12/29/20 11:11 AM CST
NMXO-UDFS-TZHX-K7OH

Signature

Date

OKLAHOMA REAL ESTATE COMMISSION

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

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

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

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

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

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

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

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

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

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

(Print Name) Amy Smith

(Signature) Amy Christena Smith

dotloop verified
12/29/20 11:38 AM CST
BD43-09CS-L4MT-409Z

(Print Name) Jesse Smith

(Signature) Jesse Lee Smith

dotloop verified
12/29/20 11:11 AM CST
IXS8-63NG-WMF1-XZGK

**AUTHORIZATION TO FURNISH
TILA-RESPA INTEGRATED DISCLOSURES**

To: Lender, Title Company, Escrow Agent, and/or their representatives

RE: Lot #9 E 332 Loop, Jay, OK 74346 (Property)

I, Jesse & Amy Smith ☐ Seller ☒ Buyer, have entered into a brokerage services agreement with the following Broker:

Name of Broker: Coldwell Banker Select Agent: John Pellow

Broker Office License Number (Entity): 155582 OREC Licensee Number: 158809

Address: 8909 S Yale

City, State, Zip: Tulsa, OK 74137

Phone: 918.496.3333 / 918.697.5237 Fax: _____

Email: john@pellowteam.com

I hereby authorize you to disclose and furnish a copy of any and all loan estimates, closing disclosures or other settlement statements provided in relation to the closing of the real estate transaction involving the Property, to the above-named Broker or Broker's authorized agent.

<i>Jesse Lee Smith</i>	dotloop verified 12/29/20 11:11 AM CST RCYF-YU9I-LVWH-NWUS
------------------------	---

Signature of Client Date

<i>Amy Christena Smith</i>	dotloop verified 12/29/20 11:38 AM CST Z04D-7WKZ-DVSJ-MSML
----------------------------	---

Signature of Client Date

☒ Client authorizes agent to attend the closing



City of
CHICKASHA

Meeting Type: CMA Agenda 1-19-2021

Meeting Date: 1/19/2021

Department: Administration

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration and possible action on the sale of Apache Cove Lots 1, 2, and 3.

I. BACKGROUND/DESCRIPTION:

- Apache Cove lots were received in settlement with Word Industries on defaulted loan.
- Lots have been packaged for sale to single buyer.
- Offer for all three lots is \$80,000.00.
- Earnest Money in the amount of \$500 has been paid to Grand River Abstract.
- CMA net estimate after fees is \$73,768.00.

II. RECOMMENDED ACTION:

Approve sale of Apache Cove Lots 1, 2, and 3 in the amount of \$80,000.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To) 31-4400-000		\$73,768.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: January 19, 2021	(From)		

V. ATTACHMENTS:

1. Seller's Net Sheet - Lot 1,2,3 \$80,000
2. Vacant Lot-Land Contract (Lot 1,2 & 3_Apache Cove)

Estimated Net to Seller
Anticipated Closing Date: February 26
Loan Type: Cash Sale

Prepared by:
 Date: 1/10/2021

Prepared for: City of Chickasha
 Address: Apache Cove Lot #3
 Jay, OK
 Telephone #:

Sales Price: \$80,000

200. Taxes

ProRated County Taxes	\$ 13
	\$ 0

700. Broker's Fees

Commission	\$ 4,800
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: \$73,768

1200. Government Recording & Transfer Charges

Recording Fees	\$ 30
Mtg tax & Cert owner carry(\$1 per \$1000)	\$ 0
Documentary Stamps (\$1.50 per \$1000)	\$ 120
	\$ 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

\$ 6,233

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): Sam Arnold for AC Lake Realty, LLC Buyer/Tenant Name (Printed): _____

Buyer/Tenant Signature:  dotloop verified 01/10/21 12:45 PM CST ZLZ7-MADM-ICDU-AV3E 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 for City of Chickasha 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 _____ "Seller"
and AC Lake Realty, LLC _____ "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 _____ County, Oklahoma.

1. LEGAL DESCRIPTION. APACHE COVE SUBDIVISION AMENDED LOT 1 2 3 1710-561+

Lot # 1, 2 & 3 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 \$ \$80,000.00 payable by Buyer as follows: Buyer shall pay \$ \$500.00 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 02/26/2021, ("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.



01/10/21
12:45 PM CST
dotloop verified

Buyer ☐ Buyer ☐ Seller ☐ Seller

GTAR Vacant Lot Land 9/2018

Page 1 of 6

Property Address Lot #3 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 01/19/2021 (**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 1 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 Lot #3 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.

N/A

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 Lot #3 E 332 Loop, Jay, OK 74346

21. EXECUTION OF PARTIES.

AGREED TO BY BUYER:

On this Date: _____

Sam Arnold for AC Lake Realty, LLC
Buyer's Printed Name

Sam Arnold dotloop verified
01/10/21 12:45 PM CST
FU11-K5P0-9AOC-QCFQ
Buyer's Signature

Buyer's Printed Name

Buyer's Signature

AGREED TO BY SELLER:

On this Date: _____

John Noblitt for City of Chickasha
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
OREC Associate License Number

Coldwell Banker Select/The PellowTeam
OREC Company Name

155582
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
OREC Associate License Number

Coldwell Banker Select/The PellowTeam
OREC Company Name

155582
OREC Company License Number

8990 S Yale Rd, Tulsa, OK 74137
Company Address

918.697.5237
Company Phone Number

john@pellowteam.com
Associate Email



01/10/21
12:45 PM CST
dotloop verified

Buyer ☐ Buyer ☐ Seller ☐ Seller ☐

GTAR Vacant Lot Land 9/2018

GREATER TULSA ASSOCIATION OF REALTORS®

EARNEST MONEY INSTRUCTIONS

Buyer: AC Lake Realty, LLC Seller: City of Chickasha

Property Address: Lot #3 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** \$ \$500.00

☐ 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

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

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
(Name of Company or Party)

Authorized Signor

Date

(Print Name)

(Title)