



# McAlester City Council

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## NOTICE OF MEETING

### Special City Council Workshop Agenda

Tuesday, December 6, 2016 – 5:30 pm  
McAlester City Hall – Council Chambers  
28 E. Washington

John Browne .....	Mayor
Weldon Smith .....	Ward One
Cully Stevens .....	Ward Two
Travis Read.....	Ward Three
Robert Karr, Vice Mayor .....	Ward Four
Buddy Garvin .....	Ward Five
Jason Barnett.....	Ward Six
Peter J. Stasiak .....	City Manager
William J. Ervin .....	City Attorney
Cora M. Middleton.....	City Clerk

*This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: [www.cityofmcalester.com](http://www.cityofmcalester.com) within the required time frame.*

*The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.*

*The McAlester City Hall is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 918.423.9300, Extension 4956.*

#### **CALL TO ORDER**

*Announce the presence of a Quorum.*

#### **ROLL CALL**

#### **SCHEDULED BUSINESS**

1. Consider and authorize the Mayor to exercise the 180 day fourth option term in the "Second Amendment to Option to Purchase Real Property dated June 18, 2015"

agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14<sup>th</sup> Street and U.S. Highway 69 and approve the issuance of a \$5,000 check for the option consideration to Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust. (*Leroy Alsup, Director, Community & Economic Development*)

Executive Summary

Motion to act upon and authorize the Mayor to exercise the 180 day fourth option term in the “Second Amendment to Option to Purchase Real Property dated June 18, 2015” agreement with Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust for the Retail Connection Development at 14<sup>th</sup> Street and U.S. Highway 69 and approve the issuance of a \$5,000 check for the option consideration to Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust.

2. Discussion of the McAlester Defense Support Association (MDSA) Executive Director position. (*Gene Walker, Vice Chairman, McAlester Defense Support Association*)

Executive Summary

Discussion.

## ADJOURNMENT

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## CERTIFICATION

I certify that this Notice of Meeting was posted on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_ a.m./p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: [www.cityofmcalester.com](http://www.cityofmcalester.com).

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**Cora M. Middleton, City Clerk**



## **SECOND AMENDMENT TO OPTION TO PURCHASE REAL PROPERTY DATED JUNE 18, 2015**

THIS SECOND AMENDMENT TO OPTION TO PURCHASE REAL PROPERTY (“Amendment”) is entered into on this \_\_\_\_\_ day of December, 2016, by and between **The City of McAlester**, an Oklahoma Municipal Corporation (“Grantee”) and **Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust dated June 14, 2007** (“Grantor”).

### **WITNESSETH:**

**WHEREAS**, Grantor and Grantee entered into an OPTION TO PURCHASE REAL PROPERTY (“Agreement”) on the 18<sup>th</sup> of June, 2015; and

**WHEREAS**, by the terms of that original Agreement, Grantor granted to Grantee the exclusive option to purchase all real property and appurtenances owned by Grantor located at the Southwest corner of the intersection of U. S. Highway 69 Bypass and Fourteenth Street, McAlester, Oklahoma consisting of between 1.34 and 1.44 acres, more or less, more particularly described as follows, to-wit:

The Easterly 257.5 feet of the part of Lot 90, Townsite Addition #4 to the City of McAlester, lying South of U.S. Highway 69 Bypass, Pittsburg County, State of Oklahoma, LESS AND EXCEPT all the oil, gas and other minerals lying thereunder; and

**WHEREAS**, the Parties amended the Agreement by Amendment to Option to Purchase Real Property Dated June 18, 2015 (“Amendment”), said Amendment executed April 13, 2016; and

**WHEREAS**, the Parties desire to amend the Agreement a second time; and

**WHEREAS**, the Parties agree and acknowledge that Grantee has exercised all granted options contained in the original Agreement and the Amendment.

**NOW, THEREFORE**, in consideration of the promises and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree and amend as follows:

§ 2.A. Grantor grants to Grantee an additional extension of time (the “fourth option term”) for the term of One Hundred Eighty (180) days, commencing on December 12, 2016, and expiring on June 9, 2017.

§ 5.A. The fourth option term is granted by Grantor to Grantee for the consideration of the sum of FIVE THOUSAND AND NO/100s DOLLARS (\$5,000.00), payable by Grantee to Grantor with this Second Amendment to the Agreement, the receipt of which is hereby

acknowledged, which said payment is non-refundable, but fully applicable to reduce the purchase price set out in the original Agreement and the Amendment to the original Agreement. In the event a Phase I Environmental Audit, or similar environmental study, reveals an environmental contamination issue to the extent that Grantee elects not to exercise its option to purchase, Grantee shall provide to Grantor said report or reports, and upon the demand of Grantee, Grantor shall return to Grantee the third and fourth option fees only, namely the sum of TEN THOUSAND AND NO/100s DOLLARS (\$10,000.00) paid to Grantor with this Amendment and the obligations under this agreement, at the election of Grantee, shall become null and void. Additionally, in the event Grantor is unable to provide clear and marketable title, as agreed by the parties in §§ 4 and 6.07 of the Agreement and Amendment, upon the demand of Grantee, Grantor shall return to Grantee the third and fourth option fees only, and the obligations under this agreement, at the election of Grantee, shall become null and void.

IN ALL OTHER TERMS AND PARTICULARS, the original Agreement and the Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Grantee and Grantor have executed and delivered this Second Amendment to the Agreement in multiple counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument, on the day and year first above stated.

**Grantor**

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Jimmie D. Key, Co-Trustee of the  
J & L Revocable Trust

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Evy LaVerne Key, Co-Trustee of the  
J & L Revocable Trust

**Grantee**

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John Browne, Mayor of the  
City of McAlester



Jimmie D. Key and  
Evy LaVerne Key, Co-Trustees of the  
J & L Revocable Trust dated June 14, 2007  
707 S. Richmond  
Tulsa, OK 74112

May 24, 2016

**VIA CERTIFIED MAIL**

Dear Mr. and Mrs. Key:

You will recall that on the 18th day of June 2015, the City of McAlester entered into an agreement with you with a title "Option to Purchase Real Property." By Letter dated November 24, 2015, the City of McAlester exercised the second option term, following the expiration of the first term on December 15, 2015. Further, on April 13, 2016, an agreement titled "Amendment to Option to Purchase Real Property Dated June 18, 2015" was executed by you and the City of McAlester, providing for, among other items, an additional option term.

The second option term of One Hundred Eighty (180) days will expire on June 14, 2015. In accordance with the provisions contained within that amended agreement as § 2. *Term of Option to Purchase*, please be advised that the City of McAlester has elected to exercise the third option term of One Hundred Eighty (180) days, beginning on June 15, 2016. We tender with this notice the sum of Five Thousand Dollars (\$5,000.00), representing the sum due in consideration of the third option term.

We have included within this package a copy of this notice for your records. Upon receipt of our notice to exercise third option, please execute the receipt below, and return it to the City of McAlester in the enclosed envelope.

If you have any questions, please do not hesitate to contact Mr. Pete Stasiak, City Manager of the City of McAlester at (918) 423-9300 ext. 4964 or Mr. Leroy Alsup, Community and Economic Development Director, at (918) 423-9300 ext. 4951.

Sincerely,

John Browne  
Mayor of the City of McAlester

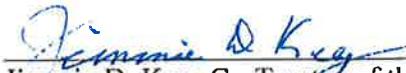
Enclosures

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**RECEIPT AND ACKNOWLEDGMENT**

We, Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust Dated June 14, 2007, do hereby acknowledge receipt of the written notice of the City of McAlester, exercising the third option term contained within the AMENDMENT TO OPTION TO PURCHASE REAL PROPERTY between the City of McAlester and Jimmie D. Key and Evy Laverne Key, Trustees of the J & L Revocable Trust Dated June 14, 2007, said agreement dated April 13, 2016, and further acknowledge receipt of the sum of Five Thousand Dollars (\$5,000.00) as payment in full for the third option term. With this receipt, we acknowledge that the exercise of the third option to purchase was performed within the scope and terms of said original agreement. Said third option term shall begin effective as of June 15, 2016 and expire 180 days thereafter.

Dated: May 25, 2016

  
\_\_\_\_\_  
Jimmie D. Key, Co-Trustee of the  
J & L Revocable Trust

  
\_\_\_\_\_  
Evy Laverne Key, Co-Trustee of the  
J & L Revocable Trust

7726

**AMENDMENT TO OPTION TO PURCHASE REAL PROPERTY  
DATED JUNE 18, 2015**

THIS AMENDMENT TO OPTION TO PURCHASE REAL PROPERTY ("Amendment") is entered into on this 13th day of April, 2016, by and between **The City of McAlester**, an Oklahoma Municipal Corporation ("Grantee") and **Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust dated June 14, 2007** ("Grantor").

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee entered into an OPTION TO PURCHASE REAL PROPERTY ("Agreement") on the 18<sup>th</sup> of June, 2015; and

**WHEREAS**, by the terms of that original Agreement, Grantor granted to Grantee the exclusive option to purchase all real property and appurtenances owned by Grantor located at the Southwest corner of the intersection of U. S. Highway 69 Bypass and Fourteenth Street, McAlester, Oklahoma consisting of between 1.34 and 1.44 acres, more or less, more particularly described as follows, to-wit:

The Easterly 257.5 feet of the part of Lot 90, Townsite Addition #4 to the City of McAlester, lying South of U.S. Highway 69 Bypass, Pittsburg County, State of Oklahoma, LESS AND EXCEPT all the oil, gas and other minerals lying thereunder; and



**WHEREAS**, the Parties desire to amend the Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree and amend as follows:

**§ 2. Term of Option to Purchase**, is hereby amended as follows: At any time during the period commencing on June 18, 2015 to and until the expiration of One Hundred Eighty (180) days after June 18, 2015 ("Term"), Grantee may exercise its option to purchase the Real Property by delivery of written notice of such exercise to Grantor. In the event Grantee does not exercise its option to purchase the Real Property during the initial option term, Grantee may, upon payment of an additional option fee, as set out in § 4 below, receive from Grantor an additional term of One Hundred Eighty (180) days, commencing on December 16, 2015, the day following the last day of the initial Term, provided that Grantee notifies Grantor within ten (10) business days of the date of the expiration of the initial option term of Grantee's intent to exercise the second term, with payment for the second term due to Grantor at the time of the notification of Grantee's election to exercise the second option term. In the event Grantee does not exercise its option to purchase the Real Property during the second option term, Grantee may, upon payment of an additional option fee, as set out in § 4 below, receive from Grantor an additional term of

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State of Oklahoma

One Hundred Eighty (180) days, commencing on June 15, 2016, the day following the last day of the second Term, provided that Grantee notifies Grantor within ten (10) business days of the date of the expiration of the second option term due to Grantor at the time of the notification of Grantee's election to exercise the third option term.

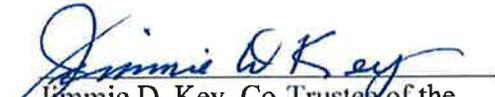
**§ 4. Sale and Purchase**, is hereby amended as follows: Grantor agrees to sell, assign, convey, transfer and deliver the Real Property to Grantee, in a form acceptable to Grantee and Grantee's counsel, free and clear of any and all charges, claims, liens, mortgages, options, restrictions, security agreements and interests, and other encumbrances of every kind or nature whatsoever upon receipt of notice of grantee's election to exercise said option to purchase; the purchase price of the real property shall be FIVE HUNDRED FIFTY THOUSAND AND NO/100s DOLLARS (\$550,000.00), subject to adjustment for the Option Consideration referenced in § 4, infra, and § 5, prorations, credits and adjustments, title and appropriate zoning contingencies and requirements, survey conditions, etc., and, unless extended by the parties hereto, shall be closed within ninety (90) days of the expiration of said Second Term. In the event Grantee exercises the third option Term provided in § 2, the purchase price of the real property shall be FIVE HUNDRED SIXTY THOUSAND AND NO/100s DOLLARS (\$560,000.00), subject to adjustment for the Option Consideration referenced in § 4, infra, and § 5, prorations, credits and adjustments, title and appropriate zoning contingencies and requirements, survey conditions, etc., and, unless extended by the parties hereto, shall be closed within ninety (90) days of the expiration of said Third Term. Upon the exercise of the option, Grantor and Grantee shall enter into a purchase contract with terms to be agreed upon by the parties, in substantially the form as the attached Exhibit "A" (as amended).

**§ 5. Option to Purchase Consideration**, is hereby amended as follows: The purchase price for the Option to purchase is FIVE THOUSAND AND NO/100s DOLLARS (\$5,000.00), receipt whereof is hereby acknowledged by Grantor ("Option Consideration"); said Option Consideration shall be non-refundable, but fully applicable to reduce the purchase price referenced in § 4, supra. The purchase price for the second Option is an additional FIVE THOUSAND AND NO/100s DOLLARS (\$5,000.00), with said second Option Consideration also non-refundable, but fully applicable to reduce the purchase price referenced in § 4, supra. The purchase price for the third Option is an additional FIVE THOUSAND AN NO/100s DOLLARS (\$5,000.00), with said third Option Consideration also non-refundable except as noted in the section, but fully applicable to reduce the purchase price referenced in § 4, supra. In the event a Phase I Environmental Audit, or similar environmental study, reveals an environmental contamination issue to the extent that Grantee elects not to exercise its option to purchase, Grantee shall provide to Grantor said report or reports, and upon the demand of Grantee, Grantor shall return to Grantee the third option fee only, namely the sum of FIVE THOUSAND AND NO/100s DOLLARS (\$5,000.00) paid to Grantor with this Amendment and the obligations under this agreement, at the election of Grantee, shall become null and void. Additionally, in the event Grantor is unable to provide clear and marketable title, as agreed by the parties in §§ 4 and 6.07 of the Agreement and Amendment, upon the demand of Grantee, Grantor shall return to Grantee the third option fee only, and the obligations under this agreement, at the election of Grantee, shall become null and void.

Grantor and Grantee agree that except for the foregoing changes, the original Agreement is hereby confirmed in all other respects.

IN WITNESS WHEREOF, Grantee and Grantor have executed and delivered this Amendment to the Agreement in multiple counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument, on the day and year first above stated.

**Grantor**

  
Jimmie D. Key, Co-Trustee of the  
J & L Revocable Trust

  
Evy LaVerne Key, Co-Trustee of the  
J & L Revocable Trust

**Grantee**

  
John Browne, Mayor of the  
City of McAlester

STATE OF OKLAHOMA,

SS:

COUNTY OF ~~TULSA,~~  
Pittsburg

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Before me, the undersigned notary public in and for said county and state, on the 13th day of April 2016, personally appeared Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust, to me well known to be the identical persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

Jayne Clifton  
NOTARY PUBLIC

My Commission Expires: 12/11/18  
My Commission No.: 14010995

STATE OF OKLAHOMA,

SS:

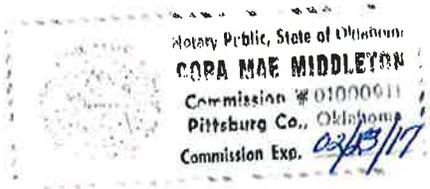
COUNTY OF PITTSBURG,

Before me, the undersigned notary public in and for said county and state, on the 13th day of April 2016, personally appeared John Browne, to me well known to be the identical person who subscribed the name of the City of McAlester an Oklahoma Municipal corporation, to the foregoing instrument as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

Cori Mae Middleton  
NOTARY PUBLIC

My Commission Expires: 02/23/17  
My Commission No.: 01000941



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State of Oklahoma

**EXHIBIT "A"**

**COMMERCIAL REAL ESTATE PURCHASE AGREEMENT**

THIS COMMERCIAL REAL ESTATE PURCHASE AGREEMENT ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of McAlester**, an Oklahoma Municipal Corporation ("Purchaser"), and , **Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust dated June 14, 2007** ("Seller") (Purchaser and Seller hereinafter "Party" or "Parties").

**WITNESSETH:**

WHEREAS, Seller is the holder of fee simple title in and to the tract of real property more particularly described as follows:

The Easterly 257.5 feet of the part of Lot 90, Townsite Addition #4 to the City of McAlester, lying South of U.S. Highway 69 Bypass, Pittsburg County, State of Oklahoma, LESS AND EXCEPT all the oil, gas and other minerals lying thereunder.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the Parties hereby agree as follows:

**Property.**

**§ 1. Property.** Purchaser agrees to purchase from Seller and Seller agrees to sell, transfer and convey to Purchaser that certain tract of Property situated in Pittsburg County, Oklahoma, and more particularly described above, together with all and singular the rights and appurtenances thereto in any way belonging, including all buildings and fixtures located thereon.

**Consideration.**

**§ 2. Consideration.** Subject to credits, adjustments and prorations as hereinafter provided, the total purchase price for the Property, shall be FIVE HUNDRED SIXTY THOUSAND and NO/100 dollars (\$560,000.00) (the "Purchase Price"), (or such greater or lesser amount as may be required after credits, adjustments and prorations, including credit to Purchaser for the amount paid as option to purchase real property fees) payable to Seller at Closing as hereinafter specified.

**Title Requirements.**

**§ 3. Title Requirements.** Purchaser shall procure, at Purchaser's own expense, a Commitment for title insurance (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Purchaser and bind the title company to issue to Purchaser, at

closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property. If the Seller fails to provide Purchaser with said Owner's Policy of Title Insurance Purchaser may elect to terminate this agreement, provided that Purchaser gives Seller written notice of the election, whereon Seller shall return to Purchaser only the third option fee paid under the Option to Purchase Real Property executed between the parties on the 18<sup>th</sup> day of June, 2015, and the Amendment to Option to Purchase Real Property executed on the \_\_\_\_ day of \_\_\_\_\_, 2016 and this Agreement shall become null and void and of no further force and effect at law and in equity.

**Risk of Loss.**

§ 4. Risk of Loss. Until Closing, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after Closing such risk shall be upon Purchaser.

**Conditions of Closing.**

§ 5. Conditions of Closing. The Parties agree that Closing shall be conditioned upon the following items:

§ 5.01. This Agreement has not been terminated pursuant to § 3, supra, and all other contingencies and requirements contained in this Agreement have either been provided for, waived, or otherwise satisfied.

**Closing.**

§ 6. Closing. This transaction shall be closed at \_\_\_\_\_, McAlester, Oklahoma, or at such other place as may be agreed upon by Purchaser and Seller, after all conditions of Closing and other requirements have been satisfied, waived or otherwise provided for on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless the date of Closing is accelerated or extended in a written instrument signed by Seller and Purchaser.

**Deliveries at Closing.**

§ 7. Deliveries at Closing. At the time of Closing, Seller shall execute and deliver a good and sufficient General Warranty Deed (the "Deed") in recordable form with sufficient revenue stamps thereon (paid by Seller), conveying all right, title and interest thereto, free and clear of all liens and encumbrances whatsoever. At the time of Closing, Purchaser shall deliver the sum due as set forth in § 2, supra. Purchaser shall pay the cost of recording said General Warranty Deed.

**Insurance, Risk of Loss and Adjustments.**

§ 8. Insurance, Risk of Loss and Adjustments. Seller shall keep and maintain all insurance presently in effect on the Property until Closing, and until Closing the risk of loss of

any part of the Property shall be on Seller, and Seller shall be entitled to receive all insurance proceeds therefor, whether or not possession of any part of the Property has been delivered to Purchaser.

**Proration of Taxes and Assessments.**

§ 9. Proration of Taxes and Assessments. All ad valorem taxes and special assessments thereon for the current year shall be prorated to date of Closing. If the amount of ad valorem taxes or special assessments for the current tax year has not been fixed by the date of Closing, the proration of such taxes shall be based upon the rate of levy for the preceding tax year.

**Possession.**

§ 10. Possession. Possession of the Property shall be delivered to Purchaser at Closing.

**Closing Costs.**

§ 11. Closing Costs. Seller shall pay all closing costs, its own attorney's fees, broker's fees, any other professional fees incurred by Seller in furtherance of closing, and any required title curative documents, as well as the cost of documentary revenue stamps on the General Warranty Deed. The cost of filing the General Warranty Deed shall be paid by Purchaser, and Purchaser shall be responsible for its own attorney's fees, broker's fees, and any other professional fees incurred by Purchaser in furtherance of closing.

**Default/Remedies.**

§ 12. Default/Remedies. In the event Seller fails to comply with the terms of this Agreement, Purchaser shall have the right to seek specific performance hereof, and the prevailing Party in any litigation shall have the right to recover all of such Party's expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. In the event Purchaser fails to comply with the terms of this Agreement, Seller's remedies shall be limited to any option payments received under the Option to Purchase Real Property executed by the parties on the 18th day of June, 2015 and the Amendment to Option to Purchase Real Property executed by the parties on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Assignment.**

§ 13. Assignment. This Agreement shall be binding upon the parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other Party, provided, however, that Seller hereby consents to any assignment by Purchaser to any entity owned (either as a stockholder or partner) by Purchaser, and Purchaser may specifically assign this agreement to Connected Acquisition Services, LLC.

**Headings.**

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§ 14. Headings. The headings contained in this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

**Choice of Law.**

§ 15. Choice of Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma.

**Covenants and Conditions.**

§ 16. Covenants and Conditions. The covenants, conditions, representations and warranties contained herein shall survive the date of Closing.

**Conflicts.**

§ 17. Conflicts. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument.

**Binding Effect and Special Conditions.**

§ 18. Binding Effect and Special Conditions. This Agreement and the terms, covenants and provisions hereof, shall inure to the benefit of and be binding upon the successors and permitted assigns of both Parties hereto.

**Counterparts.**

§ 19. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

**Severability.**

§ 20. Severability. If any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable under applicable law, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The remaining provisions of this Agreement shall be given effect to the maximum extent then permitted by law.

**Forbearance; Waiver.**

§ 21. Forbearance; Waiver. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision.

**Authority.**

§ 22. Authority. Seller warrants and represents that with respect to Seller's entry into and consummation of this Agreement and the transaction contemplated hereby, all necessary approvals and authorizations required have heretofore been obtained and satisfied; Seller covenants to maintain such authority to and until Closing and agrees to furnish Purchaser with indicia of such authority upon request, including providing purchaser with any and all trust documents or other related agreements.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

**Seller**

\_\_\_\_\_  
Jimmie D. Key, Co-Trustee of the  
J & L Revocable Trust

\_\_\_\_\_  
Evy LaVerne Key, Co-Trustee of the  
J & L Revocable Trust

**Purchaser**

\_\_\_\_\_  
John Browne, Mayor of the  
City of McAlester

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Fee: \$ 31.00 Doc: \$ 0.00  
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State of Oklahoma

STATE OF OKLAHOMA,

SS:

COUNTY OF TULSA,

Before me, the undersigned notary public in and for said county and state, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Jimmie D. Key and Evy LaVerne Key, Co-Trustees of the J & L Revocable Trust, to me well known to be the identical persons who

executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

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04/19/2016 10:29 am Pg 0586-0595  
Fee: \$ 31.00 Doc: \$ 0.00  
Hope Trammell - Pittsburg County Clerk  
State of Oklahoma

STATE OF OKLAHOMA,

SS:

COUNTY OF PITTSBURG,

Before me, the undersigned notary public in and for said county and state, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared John Browne, to me well known to be the identical person who subscribed the name of the City of McAlester an Oklahoma Municipal corporation, to the foregoing instrument as its Mayor, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



# McAlester City Council

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## AGENDA REPORT

Meeting Date: December 6, 2016

Item Number: 2

Department: \_\_\_\_\_

Gene Walker, Vice  
Chairman, McAlester

Prepared By: Defense Support Assoc.

Account Code: \_\_\_\_\_

Date Prepared: November 30, 2016

Budgeted Amount: \_\_\_\_\_

Exhibits: \_\_\_\_\_

### Subject

Discussion of the McAlester Defense Support Association (MDSA) Executive Director position.

### Recommendation

Discussion.

### Discussion

### Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>CM</u>	<u>11.30.16</u>
City Manager	_____	_____