



September 27, 2023

Astar Advertising Group inc  
7542 Oakfield Dr.  
Tulsa OK 74131

*Re: Approval of Sign Location*  
*Registration No. 15570 Sign File No.: 27061-01*  
*US-270, Pittsburg Co.*  
*Latitude: 34.908098, Longitude: -95.710045*

Dear Ms. Courtney,

In accordance with Title 69 O.S. 2011 § 1271 et.seq. and the Oklahoma Administrative Code Title 730:35-5, the Oklahoma Department of Transportation has approved the attached application for registration and permitting. We have enclosed your registration, permit and tag. When you start construction of the structure, please keep in mind that the permit was issued based on measurements at the approved staked location. Please be sure to attach the tag to the sign structure where it will be visible from the highway, at approximately eye level, within sixty (60) days of receiving this approval. If the sign has not been constructed by that time, please be sure to place a permanent marker, with the correct tag attached, at the approved site.

It was indicated on the application that the intention is to utilize LED/digital technology on this sign. The use of LED/digital technology is sanctioned under the Tri-Vision sign regulations. Although your structure will not be using rotating slats as are used with Tri-Vision signs there are still certain guidelines that coincide with these two types of technology. State and federal laws prohibit moving, flashing or intermittent lights being used on off-premise commercial advertisement, therefore the transformation from one display to the next, will need to occur with static displays, without any type of obvious animation such as fading or scrolling. Each individual display will need to remain in place no less than 8 seconds. You will also need to be cognizant of the brilliance of the lighting so that your sign does not pose a safety risk to the travelling public. All controls for LED/digital signs including illumination and operational requirements shall be programmed so that any malfunction shall cause the sign to default to a static operation mode. Be sure to remain within these guidelines to ensure the compliance of your sign. The regulations pertaining to illumination can be found in the Oklahoma Administrative Code, Section 730:35-5-12 (c).

Be advised that issuance of this permit shall not be construed to supersede or override any ordinance, act or rule of a city, town, county, zoning authority or other duly constituted regulatory body, which may forbid or otherwise restrict the sign, the signal structure, any message displayed, or any other incident of control of the sign or its use.

If you have any questions or need additional information, please do not hesitate to call this office. (405)521-3005

Respectfully,

A handwritten signature in blue ink that reads "Barbara Hoppes".

Barbara Hoppes  
Transportation Manager  
Outdoor Advertising Control Branch  
BH/td

Enclosures

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
APPLICATION FOR SIGN REGISTRATION & PERMIT  
(See back of form for instructions.)**

FOR OFFICIAL USE ONLY		
MSR INITIALS <i>BM</i>	OWNER NO. <i>3695</i>	REG. NO. <i>15590</i>
FEE AMOUNT \$100.00	APPLICATION NO. <i>8002</i>	SIGN FILE NO. <i>29061-01</i>

OAC JUN 20 2023

**Part I - SIGN OWNER INFORMATION**

101 Applicant's Name: Astar Advertising Group inc 102 Address: 7542 Oakfield dr, Tulsa OK 74131  
 103 City: Tulsa 104 State: OK 105 Zip Code: 74131  
 106 Telephone No. (918) 720-5800 107 Fax No. (918) 2993913 108 Email Address: stella@raystarmortgage.com1

**Part II - LOCATION OF SIGN SITE**

201 Located on Hwy.: 270 202 Side of Hwy.: N 203 County: Pittsburg McAlester 204 City Name: Krebs OK 74501  
 205 Nearest Intersecting Hwy.: 69 206 Direction from Intersection: South E 207 Distance from Intersection: 2.32 miles 208 Distance from Right-of-Way: 1163 ft  
 209 GPS Coordinates: Latitude: 34.908089 -95.710019 Longitude: \_\_\_\_\_

**Part III - LAND OWNER INFORMATION (No. Assigned: 17663)**

301 Land Owner's Name: Astar Properties Group LLC 302 Address: 7542 Oakfield Dr  
 303 City: Tulsa 304 State: ok 305 Zip Code: 74131  
 306 Telephone No. (918) 402-4500 307 Have you enclosed proof of land use consent?  YES  NO

**Part IV - PHYSICAL DESCRIPTION OF SIGN**

401 DIMENSIONS: Height of Facing: 10 ft. Width of Facing: 14 ft. Overall Height Above Ground: 30 ft.  
 (Cannot exceed 25 ft.) (Cannot exceed 60 ft.) (No limit by state)  
 402 TYPE OF SIGN:  Single  Side-by-Side  Stacked  V-Type  Back-to-Back  Tri-Vision (Rotating Slats)  
 (Cannot exceed 30 ft.)  
 403 NO. OF PANELS: 12 404 WILL SIGN BE ILLUMINATED?  YES  NO If yes, will it be an LED/digital display?  YES  NO  
 (Advertising Displays)

**Part V - ZONING AND COMMERCIAL/ INDUSTRIAL QUALIFICATIONS (One of these options is required for Class A Permit. However if applying for a Class C (Informational) Permit, this section does not apply.)**

**ZONED AREA ONLY** **UNZONED AREA ONLY**  
 501 - Is proposed location zoned?  YES  NO (If answer is no, then go directly to Item 505.) Urban/Commercial  
 502 - What is the zoning designation? (Must be some type of commercial, industrial or business designation.) okmulgee  
 503 - Who is the zoning authority? okmulgee  
 504 - If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.)  
 505 - Is proposed location within 600 ft. of a conforming business? (Refer to OAC §730:35-5-12[a][2])  YES  NO  
 506 - What is the name of the business? Wynn Veterinary, INC  
 507 - Please attach a diagram depicting the layout of the business and the proposed sign site.

**Part VI - ACKNOWLEDGMENT**

Have you read all of the statutes and regulations pertaining to outdoor advertising control?  YES

REMARKS:

STATE OF: OKLAHOMA  
 County of: TULSA



JAYANTHI MUSAPETA  
 NOTARY PUBLIC  
 TULSA COUNTY  
 STATE OF OKLAHOMA  
 COMMISSION NO. 23001576  
 EXPIRES 02-01-2027

I, on behalf of \_\_\_\_\_ myself ( or ) \_\_\_\_\_ as authorized representation of the organization listed above as Applicant, so attest that I have read the foregoing information and that the facts set out therein are true and correct to the best of my knowledge and belief.

Signature of Applicant or Representative: Stella Courtney Manager  
 Printed Signature: Stella Courtney

NOTARY PUBLIC:  
 Subscribed and sworn to me this 16 day of JUNE, 2023  
 My commission expires: 02-01-2027  
 Signature of Notary: \_\_\_\_\_

# FIELD CHECKLIST FOR PERMIT APPLICATIONS

APP. NO: 8002 REFERENCE NO: \_\_\_\_\_ DATE: 7/18/23 INSPECTOR: J. Davis  
COUNTY: Pittsburg DIVISION: 2 HIGHWAY: 270 SIDE OF HIGHWAY: E D of U U  
CITY: Krebs CONTROL SECTION: 270-61-08 R/W: \_\_\_\_\_  
BRIEF LOCATION DESCRIPTION: 1.00 mi E. of SH: 31  
LEGAL DESCRIPTION: NW SW NE SECTION: 15 TWN.: 5-N RANGE: 15-E  
LATITUDE: 34.908098 LONGITUDE: -98.710045 AERIAL SHT.: 22  
TYPE OF ZONING: None FORM OF VERIFICATION: \_\_\_\_\_  
(If proposed location is zoned, the inspector will need to complete a Zoning Review form at this time.)

### CIRCLE YES OR NO FOR THE FOLLOWING IN ALL LOCATIONS:

- |  |   |
|--|---|
| YES <input checked="" type="radio"/> NO W/I 500 FT. OF A PLAYGROUND                            | YES <input checked="" type="radio"/> NO OTHER REGISTERED SIGNS: |
| YES <input checked="" type="radio"/> NO W/I 500 FT. OF A CEMETERY                              | Sign No. _____ Distance & Dir. _____                            |
| YES <input checked="" type="radio"/> NO W/I 500 FT. OF A PUBLIC FOREST                         | Sign No. _____ Distance & Dir. _____                            |
| YES <input checked="" type="radio"/> NO W/I 500 FT. OF A PARK (Name of Park & Distance: _____) | Sign No. _____ Distance & Dir. _____                            |

### OUTSIDE INCORPORATED MUNICIPALITY ON AN INTERSTATE/FREEWAY: \_\_\_\_\_ N/A

- YES  NO W/I 500 FT. OF AN ACCESS RAMP (Distance: \_\_\_\_\_)
- YES  NO W/I 500 FT. OF A REST AREA OR WEIGH STATION (Distance: \_\_\_\_\_)

### IN UNZONED COMMERCIAL OR INDUSTRIAL AREA ONLY: \_\_\_\_\_ N/A

COMMERCIAL OR INDUSTRIAL ACTIVITY(S): \_\_\_\_\_

IS ACTIVITY WITHIN 600 FT. OF PROPOSED SITE? (If yes, a Business Review form will need to be completed at this time.)

### SPACING CHECK LIST FOR UNZONED COMMERCIAL INDUSTRIAL AREA:

- YES  NO W/I 500 FT. OF A CHURCH (Name & Distance: \_\_\_\_\_)
- YES  NO W/I 500 FT. OF A SCHOOL (Name & Distance: \_\_\_\_\_)
- YES  NO W/I 500 FT. OF A HISTORICAL BATTLEFIELD (Name & Distance: \_\_\_\_\_)
- YES  NO W/I 500 FT. OF A PUBLIC FOREST PRESERVE? (Name & Distance: \_\_\_\_\_)
- YES  NO W/I 300 FT. OF A RESIDENCE? (If yes, how many? 2 1)
- YES  NO DOES APPLICANT HAVE PROPER RESIDENTIAL CONSENTS?

LANDOWNER(S): Astar Properties

VERIFICATION: Deed

HIGHWAY PROJECT CLEARANCE?  YES  NO If no, describe plan of address or other references: \_\_\_\_\_

ADDITIONAL COMMENTS: \_\_\_\_\_

**APPROVED** B. Hopper

APPROVAL DATE: 9/27/23 REG. NO. 15570 SIGN FILE NO. 27061-01

REJECTION DATE: \_\_\_\_\_ REASON FOR REJECTION: \_\_\_\_\_

**BUSINESS REVIEW**

APPLICATION NO(S). 8002

Site Inspection No. 1

Time & Date of Inspection: 12:32 - 7/18/23 Inspector: J. Davis

Name of Business: Summit Type: Industrial

Is Business Identified?  Yes  No If yes, in what manner? Signage at gate.

Distance from the Sign Site(s): 560' Within 660 ft. of the right of way?  Yes  No

Visible from the Highway?  Yes  No Recognizable as a business from the Highway?  Yes  No

What appears to be the prime use of surrounding area? Mixed / Mostly Industrial

Is the lessor of the property of proposed sign site(s) the owner of the business? Yes  No

What are the hours of business and days open? None Posted

Is this a new business? Yes  No If yes, how long has business been open? \_\_\_\_\_

Is business open to the general public?  Yes  No If no, then what is the mode of business transactions? By appointment only

What type of infrastructure is in place? (Business can not be operated from a residence.) Not a residence.

Describe any activity currently taking place: Workers coming & going.

Did you speak with anyone at the business site? Yes  No If yes, list their name and their relationship with the business: \_\_\_\_\_


Additional comments and/or confirmations: Business is an electric contractor. see photos.

Based on this field visit, does this business meet with HBA requirements?  Yes  No If no, provide reason(s): \_\_\_\_\_


Neighbor Pettit W O and Addie M

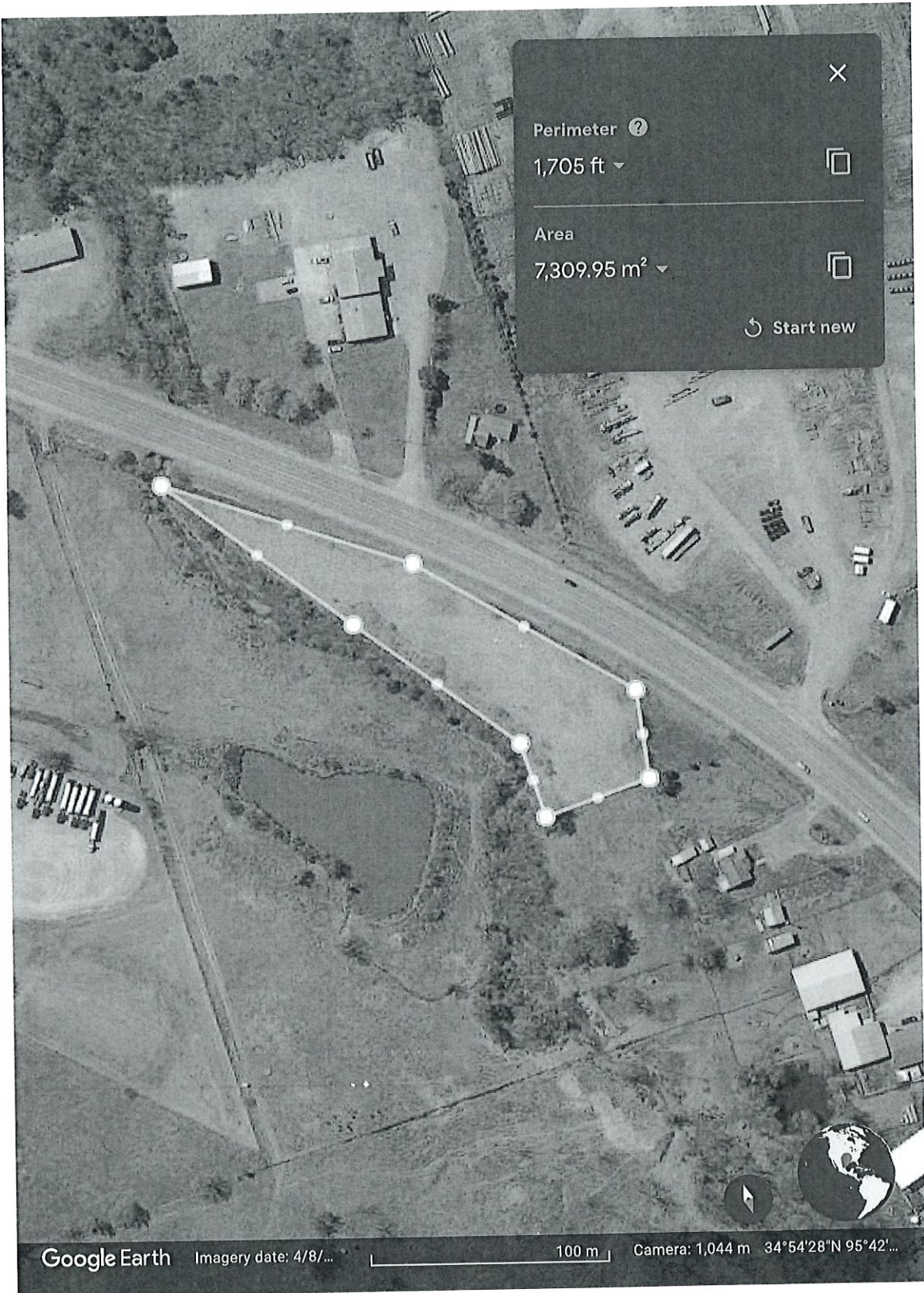
This is to confirm that Astar Properties has informed me that they will be putting up a billboard on their property that sits near our house and across highway 270 from me and I have no objections

Thank you

Sign  \_\_\_\_\_

Print \_\_\_\_\_ Randy Wilcox \_\_\_\_\_

Rec 8/14/23  




✕  
 Perimeter ?  
 1,705 ft ▾ 📄  


---

 Area ?  
 7,309.95 m<sup>2</sup> ▾ 📄  
↻ Start new



OAC  
SEP 01 2023



Site adjusted approx 30 ft to the south to avoid Res consent on this property.

**SIMMONS GARRET &**

County: Pittsburg, OK

Municipality: Hecker

Place: Krebs city

Parcel Id: 1532-00-000-055-0-055-03

Address: 4119 E US HWY 270

Zip Code: 74554

Owner: SIMMONS GARRET &

Address: 208 (revised), 207 (calculated)

Land Use Code: UR

Deed/duress Forest 0.88ac (42.7%), Grassland/Herbaceous: 0.89ac

Land Cover: 63.33%, Low Intensity: 0.47ac (22.6%), Developed Medium Intensity: 0.03ac (1.4%)

Crop Cover: Grassland/Herbaceous: 1.79ac (82.1%), Deed/duress Forest: 0.28ac (13.5%), Developed/Low Intensity: 0.08ac (4.3%)

Elevation Ft: 843

Trans Date: 2016-03-23

Sale Price: 130000.00

Bldg Sqt: 1246

Mkt Val: 11138.00

Land: 11138.00

Mkt Val: 122762.00

Bldg: 133900.00

Mkt Val: 133900.00

Mkt Val: 133900.00

Mailing: MCKENZIE GOLDSBY

P O BOX: 1473

KREBS, OK 74554-0000

Owner: No

Completed: No

Year Built: 2007

1532-00-000-055-0-055-03 - TR IN L 55 & S9 TOWNSITE ADD #9 DESC

AS BEG @ NW/4 L 55, S01 09 54E ALG THE W/4 L 55 85.07 TO THE

TRUE POB; N88 39 42E 177.85, S01 09 54E 244.57, S88 39 42W

285.99 IN ALN / IN L 55 & S9 TO HWY ROW LN, N35 02 50W ALG H

Section: 15-SW-15E

Township: 15-SW-15E

Range: 34.0089404582254

Latitude: -95.7100730594508

Longitude: -95.7100730594508

School: Halliwayville Public Schools

District: Halliwayville Public Schools

Altitude Id: 27035

Altitude Id: 1532-00-000-055-0-055-03

Altitude Id: 1532-00-000-055-0-055-03

Robust Id: AACQYUW3W-24Ph



TWF-8002

OSBORNE BRENDA S

WYNN VETERINARY INC Wynn Animal Hospital

OX RANDAL L & ANGELA F

WILCOX RANDAL L & ANGELA F

SIMMONS GARRET &

TWF-8002

1

270

270

558'

Summit  
Utilities  
Oklahoma, Inc

700 ft

Legend

Google Earth

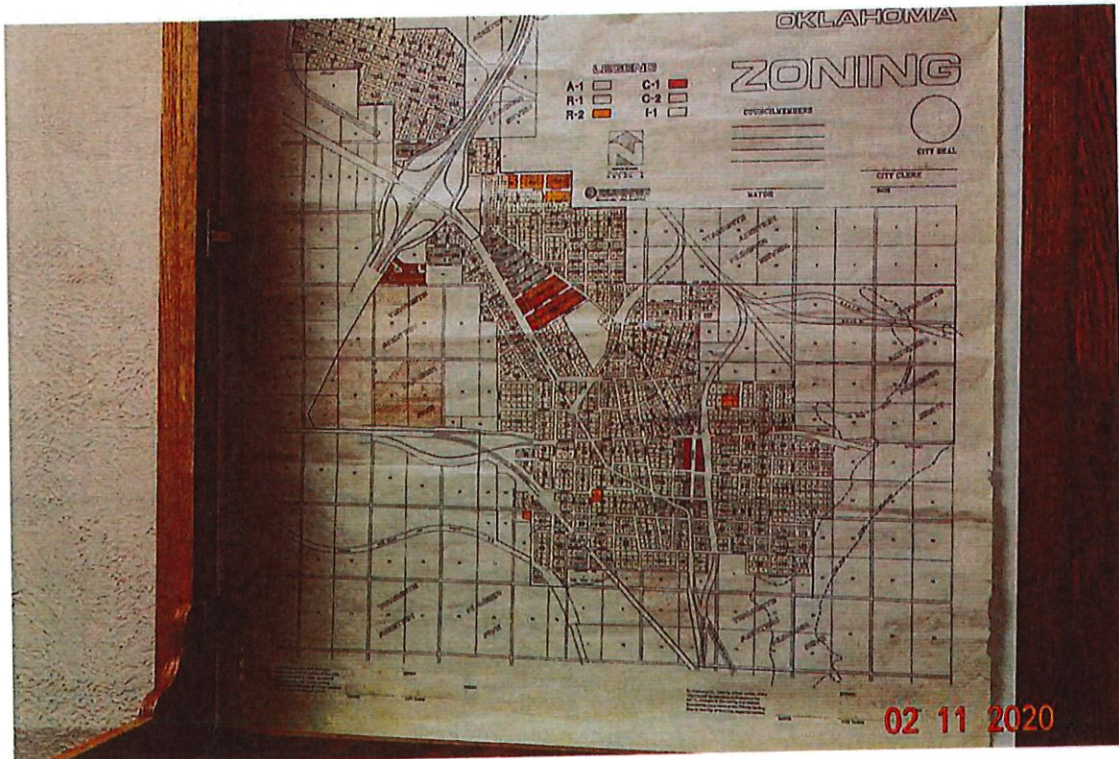




**PETTIT W O & ADDIE M**

County: Pittsburg, OK  
 Municipality: McAlester  
 Place: Krebs city  
 Parcel Id: 1532-00-000-055-0-055-00  
 Address: 0 153255  
 Zip Code: 74554  
 Owner: PETTIT W O & ADDIE M  
 Acreage: 0.68 (deced), 0.74 (calculated)  
 Land Use Code: UR  
 Land Cover: Developed Open Space: 0.52ac (70.3%), Pasture/Hay: 0.11ac (15.3%), Developed Low Intensity: 0.10ac (13.8%), Developed Medium Intensity: 0.00ac (0.6%), Crop Cover: Grazing/Pasture: 0.59ac (79.5%), Deciduous Forest: 0.15ac (20.5%), Developed Low Intensity: 0.00ac (0.0%)  
 Elevation Ft: 649  
 Sale Price: 0.00  
 Bldg Sqt: 896  
 Int Val: 5312.00  
 Land: 24140.00  
 Int Val: 29452.00  
 Int Val Tot: P O BOX 390  
 Mailing: HARTSHORNE, OK 74547-  
 Owner Occupied: No  
 Year Built: 1940  
 Legal Desc: 1532-00-000-055-0-055-00 - TR IN L55 TOWNSITE ADD #9 DESC AS BEG AT PT ON W LN L 55, WHICH PT IS INTERSECTION OF SLY ROW LN US HWY 270 WITH W LN LOT 55, TH S ALG W LN OF SAID LOT 340.13', S87 06E 73.51', N 18 30E 222.1' TO S ROW LN OF SAID HWY TH ON  
 Section: 15-S4-15E  
 Township Range: 34, 8070-42677736  
 Latitude: -95.7098745082449  
 Longitude: -95.7098745082449  
 School District: Halesville Public Schools  
 Alternate Id: 27033  
 1.  
 2. Alternate Id: 1532-00-000-055-0-055-00  
 Robust Id: AA00a80WJ8CCL0g  
 Update: 2022-09  
 Thanks for subscribing [link](#) [subscription info](#)

Krebs Zoning map



# Tax Roll Inquiry

Pittsburg County Treasurer

**Jennifer Lenox-Hackler, Treasurer**  
 115 E Carl Albert Pkwy # 102, McAlester, OK 74501  
 Phone: 918-423-6895  
 Fax: 918-423-7379  
 E-Mail: pittsburg\_treasurer@yahoo.com



**Owner Name and Address**

WRIGHT, STUART & PAULA LYN  
 P O BOX 838  
 AUBREY TX 76227-0000

**Taxroll Information**

Tax Year : 2022  
 Property ID : 1532-00-000-055-0-055-07  
 Location :  
 School District : 1080K McAlester - Krebs Mills : 07.55  
 Type of Tax : Real Estate  
 Tax ID : 55130

**Legal Description and Other Information:**

TR IN L 55 TOWNSITE ADD #9 DESC AS; BEG @ NW/C OF L 55, S01 09 54E ALG W LN L 55 330' TO POB (SAID PT ALSO BEING THE NE/C L 56), N88 39 42E 136.19', S09 31 51W 112.16', S38 36 30E 240.45', S56 01 06E 100.63', S41 39 00E 121.21', S14 48 52E 92.58', N52 32 01W 182.61', N61 04 18W 100.26' TO PT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NE, HVG RADIUS OF 3143.10', CENTRAL ANGLE OF 05 43 11, AND A CHORD OF 313.64' BEARING S44 26 17E; NW ALG CURVE 313.77', N01 09 54W 148.15' TO POB; 1.40 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	616	Base Tax	54.00
Improvements	0	Penalty	0.00
Net Assessed	616	Fees	0.00
		Payments	54.00
		Total Paid	54.00
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
11/28/2022	2653	Check	Taxes	54.00	W.W. INVESTMENTS-->Check# 4983

OAC JUN 20 2023



02/25/2014 3:35 pm Pg 0140-0140  
Fee: \$ 13.00 Doc: \$ 0.00  
Hope Trammell - Pittsburg County Clerk  
State of Oklahoma

CORRECTION JOINT TENANCY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That BROOKE COLLINS and DENVER COLLINS, wife and husband, Grantors, in consideration of the sum of ONE DOLLAR (\$1.00-LESS THAN \$100.00 - 68 O.S. SECTION 3202(3)) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto STUART WRIGHT a/k/a STUART H. WRIGHT, and PAULA LYN WRIGHT, husband and wife, P. O. Box 836, Aubrey, TX 76227, Grantees, as joint tenants and not as tenants in common with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, the following real property and premises, situated in Pittsburg county, state of Oklahoma, to-wit:

A tract of land in Lot 55, Pittsburg County, Townsite Addition No. 9, State of Oklahoma, more particularly described as follows: Commencing at the Northwest corner of Lot 55; thence S 01°09' 54" E along the West line of Lot 55 a distance of 330.00 feet to the Point of Beginning (said point also the Northeast corner of Lot 56); thence N 88°39' 42" E a distance of 136.19 feet; thence S 09°31' 51" W a distance of 112.16 feet; thence S 38°36' 30" E a distance of 240.45 feet; thence S 56°01' 06" E a distance of 100.63 feet; thence S 41°39' 00" E a distance of 121.21 feet; thence S 14°48' 52" E a distance of 92.58 feet; thence N 52°32' 01" W a distance of 182.61 feet; thence N 61°04' 18" W a distance of 100.26 feet to the point of curvature of a non-tangent curve, concave to the Northeast, having a radius of 3143.10 feet, a central angle of 05°43' 11", and a chord of 313.64 feet bearing S 44°26' 17" E; thence Northwest along said curve, a distance of 313.77 feet; thence N 01°09' 54" W a distance of 148.15 feet to the Point of Beginning; said described tract containing 1.4 acres, more or less.

1-2014-001497  
Book  
2088  
Pg 140

(THIS DEED IS GIVEN TO CORRECT THAT JOINT TENANCY WARRANTY DEED DATED AND RECORDED JULY 19, 2013, IN BOOK 2045 AT PAGE 183, WHICH INCLUDED AN OVERCONVEYANCE TO THE GRANTEEES IN SAID DEED).

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said Grantees as joint tenants, and to their heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this February 20th, 2014.

Brooke Collins  
BROOKE COLLINS

Denver Collins  
DENVER COLLINS

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF PITTSBURG )

The foregoing instrument was acknowledged before me this 20th day of February, 2014, by BROOKE COLLINS and DENVER COLLINS, wife and husband.

(SEAL)

Christal Tucker  
NOTARY PUBLIC

My Comm. Expires: 6-19-2017

CHRISTAL TUCKER  
NOTARY PUBLIC - STATE OF OKLAHOMA  
PITTSBURG COUNTY  
MY COMMISSION EXPIRES JUNE 19, 2017



When we sold house they  
~~By~~ By Mistake included this Property you ARP  
Selling

VOL 1332 pg 280

3954

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That FARMERS AND MERCHANTS BANK, formerly FIRST NATIONAL BANK, MAYSVILLE, OKLAHOMA, a corporation, hereinafter referred to as first party, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto GIFFORD MONUMENT WORKS, INC., hereinafter referred to as second part, the following described real property and premises, situate in Garvin County, State of Oklahoma:

Surface estate only, exclusive of all mineral interest in and to Lots 1, 2, 9 and 10, Block 184 in the City of Pauls Valley.

(This instrument grants only what is commonly known as the surface rights in and to said property, the interest in all minerals being heretofore and herein reserved. Minerals as used herein includes any substance, mineral in character, or which substance is valuable in itself apart from the soil, and which may be used for commercial purposes, either presently or prospectively, and which substance may be removed from the soil without destroying the beneficial use of the property by the surface owner.)

together with all the improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its successors assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature except easements of record.

Witness our hands this 2 day of August, 1990.

ATTEST:  
By [Signature]  
Secretary

FARMERS AND MERCHANTS BANK, formerly FIRST NATIONAL BANK, MAYSVILLE, OKLAHOMA

By [Signature]  
President

STATE OF OKLAHOMA,

ss,

COUNTY OF GARVIN.

Before me, the undersigned, a Notary Public in and for said County and State, on this 2 day of August, 1990, personally appeared Roy Nowlett, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President 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 such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Seal: Roy Nowlett, Notary Public, Garvin County, Oklahoma, My commission expires: 08/15/1992

[Signature]  
Notary Public

STATE OF OKLAHOMA }  
GARVIN COUNTY } SS  
This instrument was filed for record at

JUN 11 1992

Notary Seal: Garvin County, Oklahoma

Recorded in Book 1332 at Page 280  
GMA SOTWELL County Clerk  
By [Signature] Deputy

11262

BOOK 1057 PAGE 491

WARRANTY DEED

(Statutory Form - Individual)

KNOW ALL MEN BY THESE PRESENTS:

THAT W. ROLAND COLE and MARIE COLE, Husband and Wife,

parties of the first part, in consideration of the sum of TEN dollars,

and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto GIFFORD MONUMENT WORKS, INC.

of the second part, the following described real property and premises situate in Garvin County, State of Oklahoma, to-wit:

All of Lots 3 and 8, and the North 84 feet of Lot 4, and the North 78 feet of the West 39 feet of Lot 7, and North 84 feet of East 91 feet of Lot 7, all in Block 184 in the City of Pauls Valley, Oklahoma;

STATE OF OKLAHOMA } SS GARVIN COUNTY }

This instrument was filed for record

OCT 21 1983

at 11 o'clock P.M. and recorded in Book 1057 at Page 491 CAROLE RICHARD, County Clerk By [Signature] Deputy

((NO DOCUMENTARY STAMPS REQUIRED...DEED FROM TRUSTEE TO PRINCIPAL... TRANSACTION SAME AS BOOK 1057, PAGE 491.))

together with all the improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part of the second part,

its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 21st day of October 1983

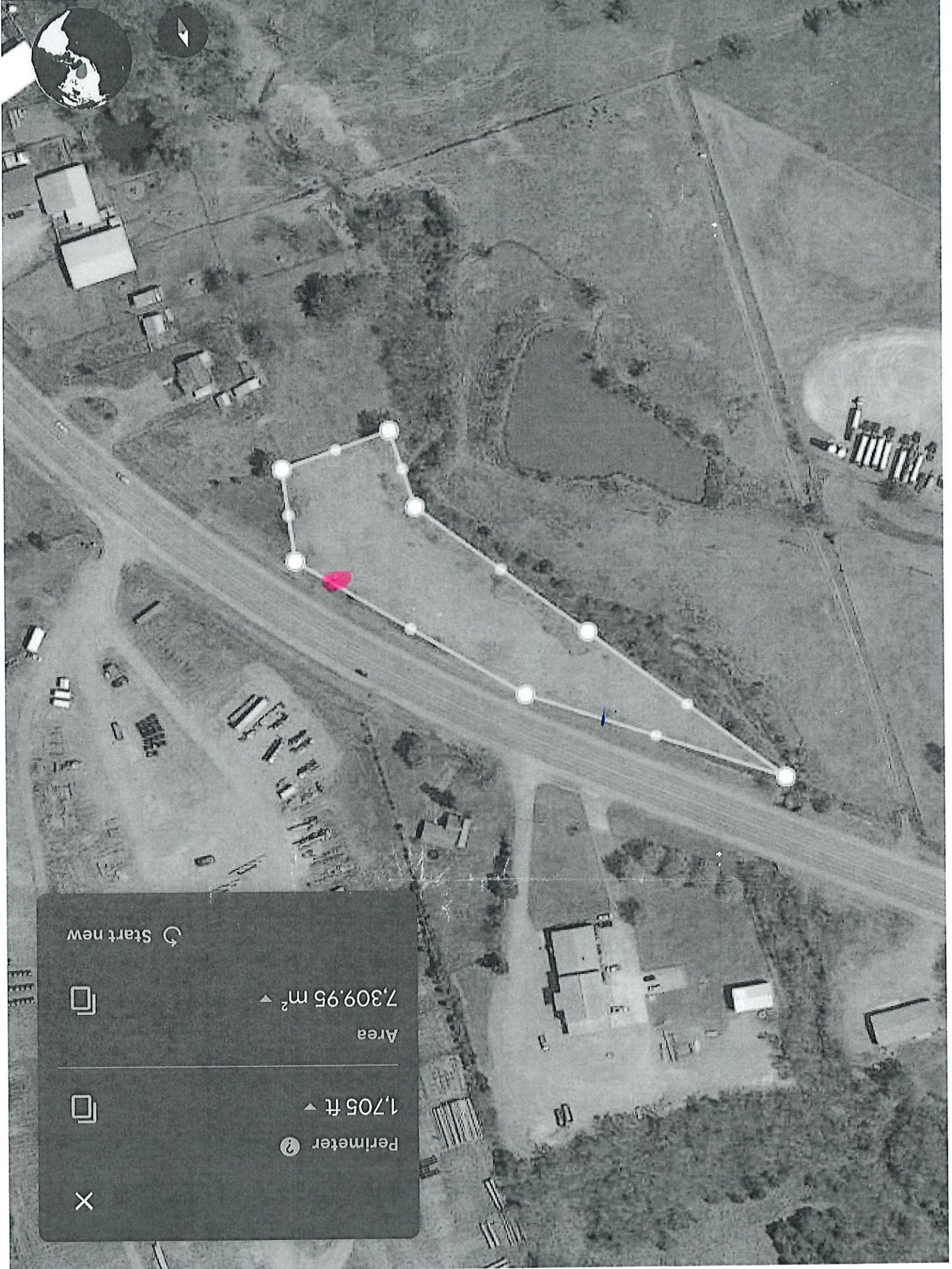
W. Roland Cole MARIE COLE

[Signature] MARIE COLE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA County of Garvin, SS. Before me, a Notary Public in and for said County and State, on this 21st day of October 1983, personally appeared W. Roland Cole and Marie Cole

they executed the same... I, [Signature], Notary Public



Start new



7,309.95 m<sup>2</sup>

Area



1,705 ft

Perimeter





OAC JUN 20 2023

**OKLAHOMA REAL ESTATE COMMISSION**  
*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.S., 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.orec.ok.gov](http://www.orec.ok.gov).

Buyer/Tenant Name (Printed): Astar Properties Group. Buyer/Tenant Name (Printed): Representative Stella Courtney  
 Buyer/Tenant Signature: *Astar properties group Inc.* Buyer/Tenant Signature: \_\_\_\_\_  
 Dated: 05/09/2023 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.orec.ok.gov](http://www.orec.ok.gov).

Seller/Landlord Name (Printed): Stuart Wright Seller/Landlord Name (Printed): Paula Lyn Wright  
 Seller/Landlord Signature: \_\_\_\_\_ Seller/Landlord Signature: \_\_\_\_\_  
 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

InstantFORMS

## OKLAHOMA REAL ESTATE COMMISSION ESTIMATED COST TO BUYER

OAC JUN 20 2023

Estimated P&I (Subject to lock of interest rate by lender) \_\_\_\_\_  
 Property Address 0000 E Hwy 270 Highway McAlester  
 P&I \_\_\_\_\_ ( \_\_\_ % Interest\* \_\_\_\_\_ No. Years) Sales Price \$15,000.00  
 P&I \_\_\_\_\_ ( \_\_\_ % Interest \* \_\_\_\_\_ No. Years) Loan Amount \_\_\_\_\_  
 PMI, MIP, MMI \_\_\_\_\_ MIP/VA fee (if financed) \_\_\_\_\_  
 Insurance \_\_\_\_\_ Total Loan \_\_\_\_\_  
 Taxes \_\_\_\_\_ Closing Date 6/9/2023  
 Dues \_\_\_\_\_ (Monthly dues of Condo/HOA; not escrowed)  
 Other \_\_\_\_\_  
 Total \_\_\_\_\_ Estimated monthly payment \_\_\_\_\_

	X CONV	FHA	VA	ASSUMP	CASH
<b>Down Payment, Equity or Cash</b>					
<b>Broker's Fee</b>					
Commission _____ %					

Items Payable in Connection with Loan					
Loan Origination Fee _____ %					
Loan Discount _____ %					
Appraisal Fee	\$750.00				
Credit Report	\$50.00				
Lenders Inspection Fee					
Assumption and/or Transfer Fee					
Tax Service Fee					
Shipping Fee					
Underwriting Fee					
Document Prep/Processing Fee					
Flood Certificate					
VA Funding Fee (if not financed)					

Items Required by Lender to be Paid in Advance					
Prepaid Interest _____ Days @ \$ _____ per day					
Mortgage Insurance Premium (if not financed)					
Hazard Insurance Premium (1 year)					
Flood Insurance Premium (1 year)					

Reserves Deposited with Lender					
Hazard Insurance (3 months)					
County Property Taxes (3 months)					
Flood Insurance (3 months)					



**Estimated Cost to Buyer – Page 2- Property Address** 0000 E Hwy 270 Highway McAlester OK 74501

CONV	FHA	VA	ASSUMP	CASH
------	-----	----	--------	------

**Title Charges**

Settlement or Closing Fee	\$200.00				
Abstract of Title Search after Closing	\$350.00				
Title Examination					
Title Insurance Binder					
Attorney's Fees					
Title Insurance –Owner & Lender	\$495.00				
Lenders coverage only					
Owners coverage only					
Gap Check	\$100.00				

**Government Recording and Transfer Charges**

Recording Fees	\$125.00				
Mortgage Certification					

**Additional Settlement Charges**

Wood Infestation Inspection					
Fixtures, Equipment & System Inspections					
Structural Inspection					
Environmental Inspection					
Roof, pool, spa Inspections					
Survey or Mortgage Inspection Report					
Home Warranty Policy					
Condo/Homeowner's Assoc. Dues-payable					


**Assumption Only**

Purchase Escrow Account					
Next Month's Payment					

<b>Total Estimated Expenses</b>	<b>\$2,070.00</b>				
Less Buyer's Costs Paid By Seller					
Less Earnest Money Deposit					
Less Seller's Interest in Arrears					
Less Seller's Tax Prorations					
<b>Balance Due (Cashier Check or Wire Transfer)</b>	<b>\$2,070.00</b>				

THE ABOVE FIGURES ARE ESTIMATED closing costs furnished on the date indicated below and may vary from those at transfer of deed. Lender's charges WILL vary from different institutions.

**Buyer's Acknowledgement:** I understand these figures are approximate and may differ from those at closing.

	05/09/2023	C21/Shirley Donaldson Inc
Buyer Stella Courtney	Date	Company Name
Buyer Astar properties group Inc.	Date	Prepared by Shirley Donaldson
		Date

OAC JUN 20 2023

OKLAHOMA REAL ESTATE COMMISSION

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

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
VACANT LOT/LAND

OAC JUN 20 2023

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

- Conventional Loan (checked)
Seller Financing
Assumption
Single Family Mandatory Homeowners' Association
Condominium Association
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: Stuart Wright, Paula Lyn Wright, Paula Lyn, Stuart "Seller" and Astar Properties Group, Representative Stella Courtney, Stella Courtney "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.

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

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

1. LEGAL DESCRIPTION.

1.40 acres in Lot 55 Townsite Add #9. See attachment for legal

0000 E Hwy 270 Highway City: McAlester Zip: 74501 OK

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

2. PURCHASE PRICE, EARNEST MONEY, AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$15,000.00 payable by Buyer as follows: Within three (3) days of the execution of the Contract, Buyer must deliver \$500.00 as Earnest Money, which shall be deposited in the trust account of Firsttitle, or if left blank, the Listing Broker's trust account, as partial 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 06/09/2023, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

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

OAC JUN 20 2023

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

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

\_\_\_\_\_

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

5. **TIME PERIODS SPECIFIED IN CONTRACT.** Time periods for Investigations, Inspections and Reviews and Financing Supplement shall commence on 05/12/2023 (Time Reference Date), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the Parties.

6. **INVESTIGATIONS, INSPECTIONS and REVIEWS.**

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

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

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

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

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

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

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

OAC JUN 20 2023

- 8. **COST OF INSPECTIONS/REINSPECTIONS.** The cost of any and all inspections and reinspections shall be paid by the Buyer, unless prohibited by mortgage lender.
- 9. **RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer.
- 10. **ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, Brokers and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.
- 11. **TITLE EVIDENCE.**

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

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

OR

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

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

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

OR

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

- 2) A current Uniform Commercial Code Search.

C. **LAND OR BOUNDARY SURVEY OR REPORT.** Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform:  
(Check One)

A Land or Boundary (Pin Stake) Survey, or

A Mortgage Inspection Report that shall then be considered as part of the Title Evidence.

Seller shall furnish Seller's existing survey of the Property to Buyer and the Title Company, along with Seller's affidavit acceptable to the Title Company for approval of the survey. The existing Survey (check one)  will  will not be recertified to a date subsequent to the Time Reference Date of this Contract at the expense of (check one):  Buyer  Seller. If the existing survey is not approved by the Title Company or Buyer's Lender, a new survey will be obtained at the expense of (check one):  Buyer  Seller no later than \_\_\_ days (three (3) days if left blank) prior to the Closing Date.

Survey Not Required

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

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

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

- 1) At Seller's option and expense, Seller may cure title requirements identified by Buyer; and

2) Delay Closing Date for \_\_\_\_\_ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of the cure. In the event that title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of earnest money

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

**12 TAXES, ASSESSMENTS AND PRORATIONS.**

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

**13. ADDITIONAL PROVISIONS**

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. **CHOICE OF LAW AND FORUM.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that all disputes, claims, and causes of action arising out of or related to this Contract shall be decided by either Oklahoma State Courts or Federal Courts in the State of Oklahoma.
16. **BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in Breach of Contract if either fails to comply with any material covenant, agreement, or obligations within the time limits required by the Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.** Following a breach by either Seller or Buyer of the Contract, and after an unsuccessful mediation, as set out in MEDIATION Provision, the other Party shall have the following remedies:
- A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3 of the Contract, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.
- B. **UPON BREACH BY BUYER.** If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) cancel and terminate this Contract upon delivery of notice of termination to Buyer, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.
17. **INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.**
- A. **Incurred Expenses.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring the expenses and shall not be paid from earnest money.
- B. **Release of Earnest Money.** In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:
- 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
  - 2) Agreement of disbursement is reached through Mediation;
  - 3) Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or

Property Address 0000 E Hwy 270 Highway

McAlester

OK 74501

OAC JUN 20 2023

4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above have not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. The disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.

18. **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.

19. **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 it 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."

20. **TERMINATION OF OFFER.** The above Offer shall automatically terminate on 05/11/2023 unless withdrawn at 5  a.m. /  p.m. prior to acceptance or termination.

21. **EXECUTION BY PARTIES.**

**AGREED TO BY BUYER:**

Stella Courtney 05/09/2023  
Date

Buyer's Printed Name  
Astar properties group Inc.

Buyer's Signature  
Astar properties group Inc.

Buyer's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature  
Stella Courtney

Buyer's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

Buyer's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

**AGREED TO BY SELLER:**

Stuart Wright \_\_\_\_\_  
Seller's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature  
Paula Lyn Courtney

Seller's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature  
Paula Lyn

Seller's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature  
Stuart

Seller's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature

**ASSOCIATE INFORMATION**

**SELLING BROKER/ASSOCIATE:**

Shirley Donaldson 37744

Name and OREC Associate License Number

C21/Shirley Donaldson Inc

OREC Company Name

58822

OREC Company License Number

711 W Carl Albert Parkway McAlester OK 74501

Company Address

(918) 426-4343

Company Phone Number

c21shirleydonaldson@gmail.com

Associate Email \_\_\_\_\_ Date \_\_\_\_\_

**LISTING BROKER/ASSOCIATE:**

Shirley Donaldson 37744

Name and OREC Associate License Number

C21/Shirley Donaldson Inc

OREC Company Name

OREC Company License Number

711 W Carl Albert Parkway McAlester OK 74501

Company Address

(918) 426-4343

Company Phone Number

c21shirleydonaldson@gmail.com

Associate Email \_\_\_\_\_ 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) Stella Courtney representative for (Signature) Astar properties group Inc. 05/09/23 (Print Name) Astar properties group Inc. (Signature)