

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT PLANNING COMMISSION

5:30 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

July 8, 2024

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

2. Consider Items Removed from Consent

3. Public Hearings

- a. Consideration of Approval for a Rezone and Re-plat Request for 3610 N. 1st Ave.

4. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that, in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 15th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 3:00 p.m. on the 3rd day of July 2024.

Melody Mealor

Melody Mealor, City of Durant



THE CITY OF DURANT

Office of Community Development

Date: 7/08/2024
To: Planning Commission
Case: PC 2024-18
From: Reed Aichholz, Community Development Director
Re: Replat and Rezone Request from L&E Properties

Request: Consider a request from L&E Properties for a rezone to C-2 and a replat located at: 3610 N. 1st in the City of Durant.

Current Zoning: C-2, I-2, and R3

The Future Land Use Map has this area as mixed use.

Surrounding Properties:

Direction	Zoning	Use
North	I-2	Medium Industrial
East	R-3	Mixed Density Residential
South	I-2	Medium Industrial
West	A-1	Agricultural

Lot Characteristics:

Width	~ 400 ft.
Depth	~ 650 ft.
Total Area	~ 6 acres (~260,000 sq. ft.)

Applicant: L&E Properties

Background: Applicant approached staff with the desire to consolidate the parcels into 1 lot and rezone to C-2 (Highway Commercial) as they purchase additional northern property for parking and setback compliance on their major remodel.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any letters or phone calls regarding this request.

Analysis:

C-2 District Regulations:

Minimum Lot Size: 10,000 SF

Setbacks:

25' to front

10' to sides

20' to rear

Parking Amounts:

Automotive Rental And Sale Parking amounts required:

1/150 sq. ft. GSA+ 1/vehicle offered for sale or rent + 1/each employee on max. shift

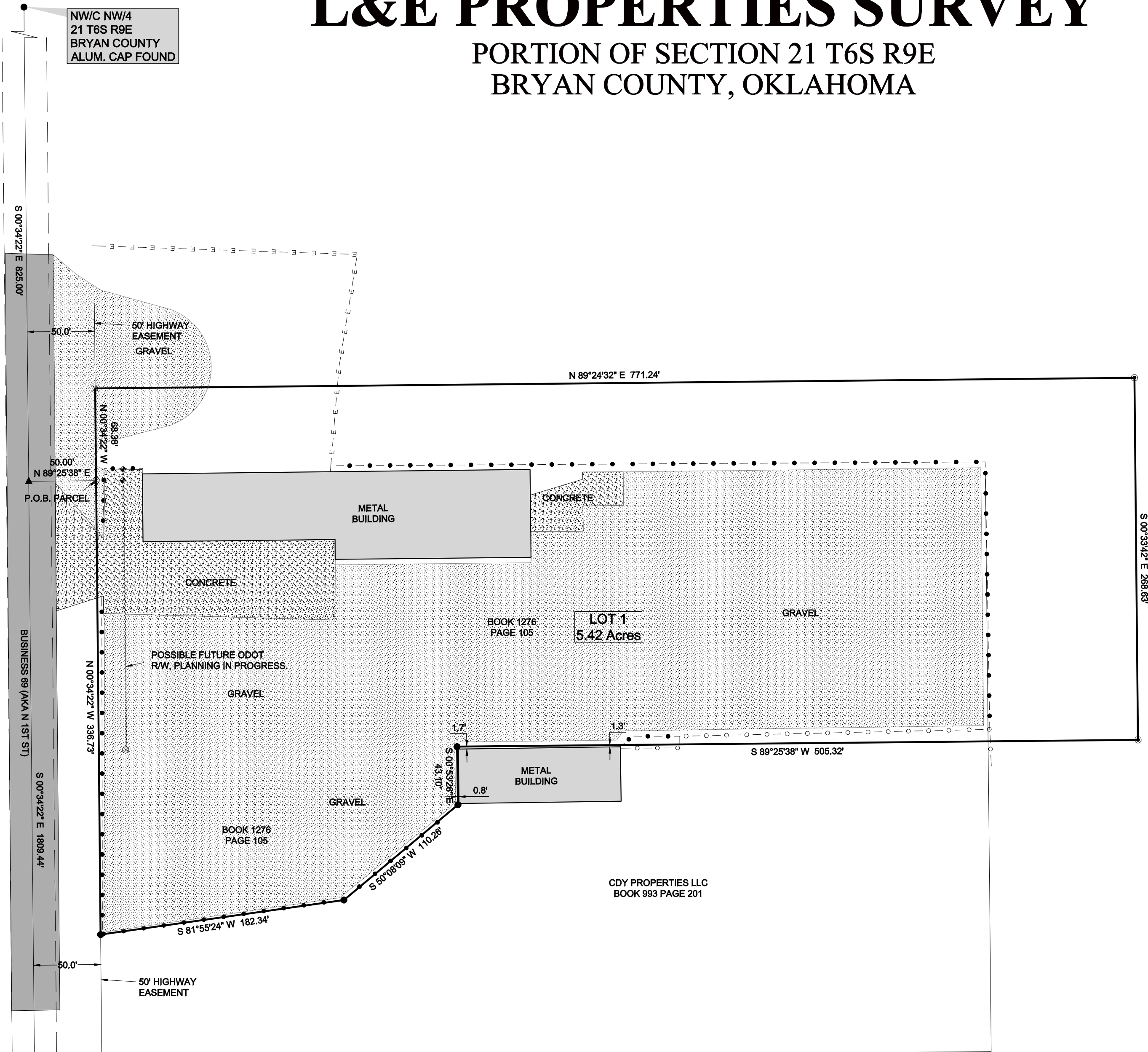
Landscaping Requirement: 5%

Staff Recommendation: Staff would recommend approving this replat and rezone request.

Required Action: Hold a public hearing and recommend approval or denial for the replat and rezone – located at 3610 N. 1st Ave. Any specific conditions imposed by the Commission should be read into any approval motion.

L&E PROPERTIES SURVEY

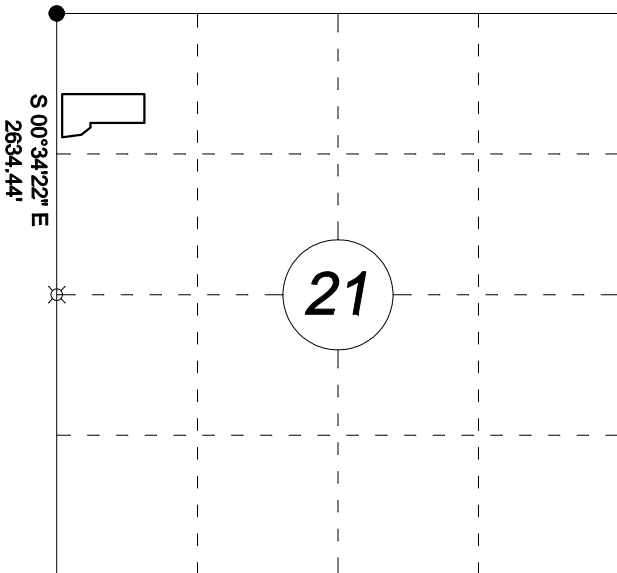
PORTION OF SECTION 21 T6S R9E
BRYAN COUNTY, OKLAHOMA



NW/4 NW/4
21 T6S R9E
BRYAN COUNTY
ALUM. CAP FOUND

SW/4 NW/4
21 T6S R9E
BRYAN COUNTY
3/8\" SPIKE FOUND

LOCATION & SURVEY CONTROL MAP
SECTION 21 T6S R9E



-BASIS OF BEARINGS-
SPC (NAD 83)
WEST LINE NW/4
S 00°34'22\" E

GENERAL SURVEY NOTES:

SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS,
EITHER RECORDED, OR IMPLIED, THEREOF.

THIS SURVEY WAS PERFORMED FOR THE BENEFIT
OF L&E PROPERTIES,
ANY OTHER USE OF THIS PLAT IS PROHIBITED.

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE
USE OF THE CLIENT(S) AND DOES NOT EXTEND TO
ANY UNNAMED PERSON(S) WITHOUT EXPRESS
RECERTIFICATION BY SURVEYOR NAMING SAID PERSON(S).

THIS IS NOT A VALID SURVEY WITHOUT THE SURVEYORS
HAND WRITTEN SIGNATURE AND DATE.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN
ABSTRACT OR TITLE OPINION.

THIS PLAT AND SURVEY MEETS THE OKLAHOMA MINIMUM
STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS
ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE
FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

CRAIGE SURVEYING L.L.C. COPYRIGHT 2024.

Durant Planning Commision- Approval and Acceptance

I, _____, Chairman of the Durant Planning Commision for the City of Durant,
State of Oklahoma, hereby certify that the said commision duly approved the annexed plat of
L&E PROPERTIES SURVEY on this _____ day of _____, 20____.

Chairman

Secretary

Durant City Council- Approval and Acceptance

Let it be resolved by the City Council of the City of Durant, Bryan County, Oklahoma, that the
streets, avenues, and easements for public use on this plat of **L&E PROPERTIES SURVEY**, to
the City of Durant, Bryan County, Oklahoma and are hereby accepted. Adopted by the City of
Durant, Bryan County, Oklahoma, this _____ day of _____, 20____.

Mayor

City Clerk

BRYAN COUNTY CLERK CERTIFICATE

State of Oklahoma, County of Bryan
This instrument was filed on the _____ day of _____ at _____
and duly recorded in Book Number _____ Page _____

Bryan County Clerk

BRYAN COUNTY TREASURER'S CERTIFICATE

I, _____
Do hereby certify that I am the duly qualified and acting County Treasurer of Bryan County,
Oklahoma. That the tax records of said county show all taxes for the year 20____ and prior years
are paid on the land shown on this lot combination plat in the City of Durant, Oklahoma; and that
the required statutory security has been deposited in the office of the County Treasurer
guaranteeing the 20____ taxes.

Bryan County Treasurer

Date

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

The Oklahoma State Department of Environmental Quality certifies that this plat is approved for
the construction of a _____ sewage disposal system and a _____ water system this
____ day of _____, 2024.

Environmental Specialist

STATE OF OKLAHOMA COUNTY OF BRYAN

Before me, the undersigned, a notary public in and for said county and
state on this _____ day of _____, 2024, personally appeared _____
to me known to be the identical person who executed the
within and foregoing instrument and acknowledged to me that _____ executed
the same as _____ 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.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LICENSED LAND SURVEYORS CERTIFICATE

I, COLE CRAIGE, a licensed land surveyor in the State of Oklahoma, do
hereby certify that this plat represents a survey performed by myself and
meets the Minimum Standards for the practice of Land Surveying as adopted
by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
Subject to easements and/or right-of-ways recorded or implied therof.

COLE CRAIGE P.L.S. #1780

DATE

STATE OF OKLAHOMA COUNTY OF BRYAN

Before me, the undersigned, a notary public in and for said county and
state on this _____ day of _____, 2024, personally appeared _____
to me known to be the identical person who executed the
within and foregoing instrument and acknowledged to me that _____ executed
the same as _____ 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.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

OWNERS:

L&E PROPERTIES LLC
3641 MAPLEWOOD AVE
DALLAS TX 75205

OWNERS CERTIFICATE & DEDICATION KNOW ALL MEN BY THESE PRESENTS:

That _____,
being the sole owners in fee simple of the following described real property:

A PARCEL OF LAND BEING A PART OF THE NW/4 OF SECTION 21, TOWNSHIP 6 SOUTH,
RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA;
BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NW/4 NW/4 OF SAID SECTION 21;
THENCE S 00°34'22\" E ALONG WEST LINE NW/4 A DISTANCE OF 825.00 FEET;
THENCE N 89°25'38\" E A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY
HIGHWAY RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING;
THENCE N 00°34'22\" W ALONG RIGHT-OF-WAY A DISTANCE OF 68.38 FEET;
THENCE N 89°24'32\" E A DISTANCE OF 771.24 FEET;
THENCE S 00°33'42\" E A DISTANCE OF 268.63 FEET;
THENCE S 89°25'38\" W A DISTANCE OF 505.32 FEET;
THENCE S 00°52'29\" E A DISTANCE OF 43.10 FEET;
THENCE S 50°08'09\" W A DISTANCE OF 110.26 FEET;
THENCE S 81°55'24\" W A DISTANCE OF 182.34 FEET TO A POINT ON THE EASTERLY
HIGHWAY RIGHT-OF-WAY;
THENCE N 00°34'22\" W ALONG RIGHT-OF-WAY A DISTANCE OF 336.73 FEET;
BACK TO THE TRUE POINT OF BEGINNING, CONTAINING 5.42 ACRES, MORE OR LESS,
AS THE CASE MAY BE.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY COLE CRAIGE, P.L.S. #1780, ON
MAY 18, 2024. ALL BEARINGS ARE GRID BEARINGS (NAD 83 OK ZONE SOUTH) DERIVED
BY DIFFERENTIAL G.P.S. THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS
S 00°34'22\" E ALONG THE WEST LINE OF THE NW/4 OF SECTION 21, TOWNSHIP 6
SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY,
OKLAHOMA.

STATE OF OKLAHOMA COUNTY OF BRYAN

Before me, the undersigned, a notary public in and for said county and
state on this _____ day of _____, 2024, personally appeared _____
to me known to be the identical person who executed the
within and foregoing instrument and acknowledged to me that _____ executed
the same as _____ 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.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LEGEND

These standard symbols will
be found in the drawing.

- IRON PIN FOUND
- ⊗ 60D NAIL FOUND
- ⊗ 100D NAIL SET (PLS 1780)
- ⊗ 1/2\" IRON PIN SET (PLS 1780)
- ⊗ MAG NAIL FOUND
- ⊗ 3/8\" SPIKE FOUND
- ▲ CALCULATED CORNER
- BOUNDARY LINE
- 16.5' STATUTORY R/W
- CHAINLINK FENCE
- PIPE FENCE



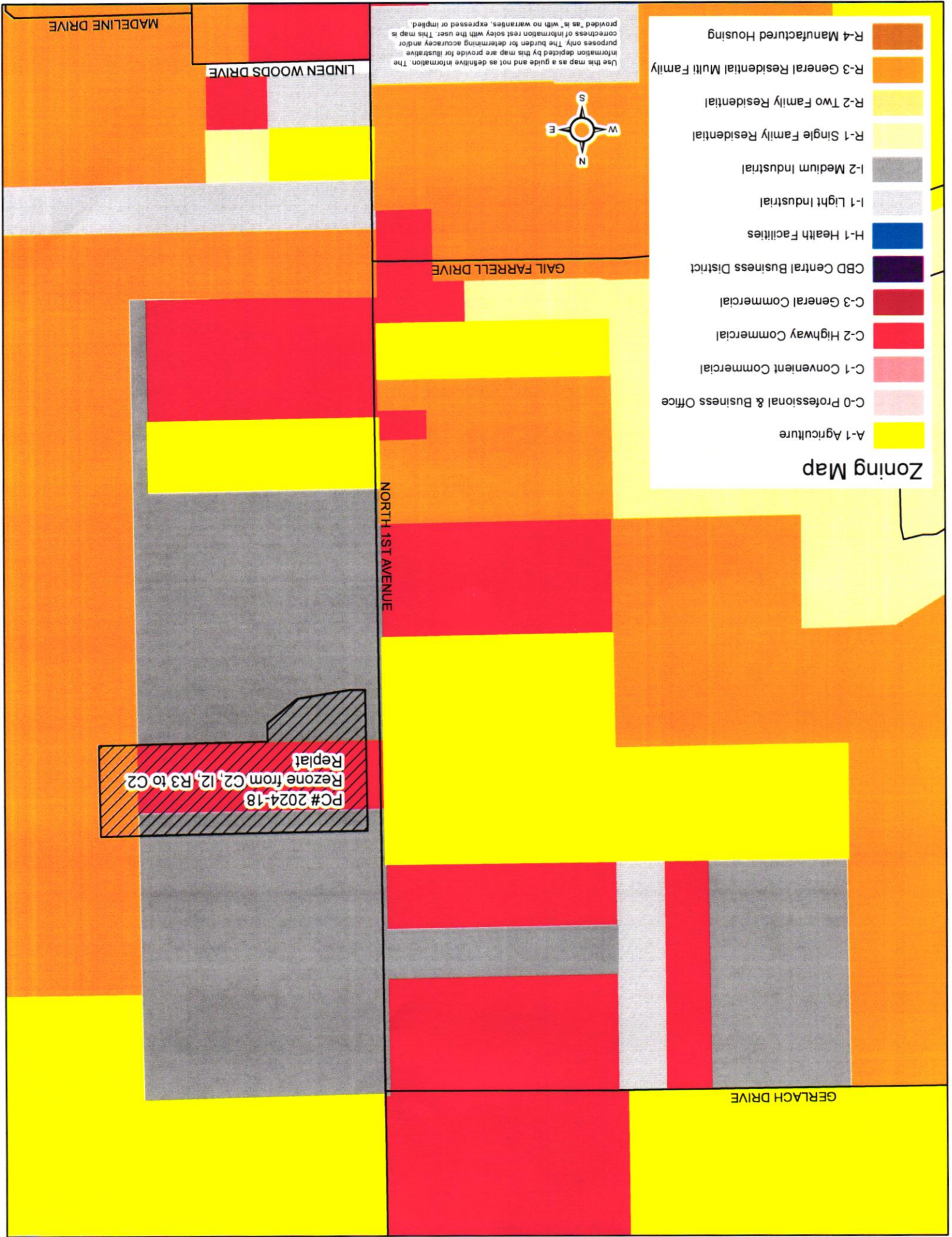
CRAIGE SURVEYING L.L.C.		Surveyor's Seal	SURVEY INFO.		REVISION/ISSUE	
P.O. BOX 363 BOKCHITO, OK 74726 (800) 286-2404 CA # 8185, PLS # 1780 craigesurveying@gmail.com			SURVEY ORDERED- 4-1-24	1.	ONE LOT 5-22-24	
L&E PROPERTIES LLC 3641 MAPLEWOOD AVE DALLAS TX 75205 PART OF NW/4 SECTION 21 T6S R9E BRYAN COUNTY, OKLAHOMA			FIELDWORK DATE(S)- 4-15-24	2.		
			SURVEY PLAT COMPLETE- 5-16-24	3.		
			DATE OF LAST VISIT 4-16-24	4.		
			SCALE 1" = 60'	SHEET 1 OF 1		
		CRD FILE- Z1785 R9ESECTION 20PREDUD ESTATES 8-3-20.dwg DWG FILE- Z1785 R9ESECTION 21BROODY PETTIT 4-11-24.dwg				

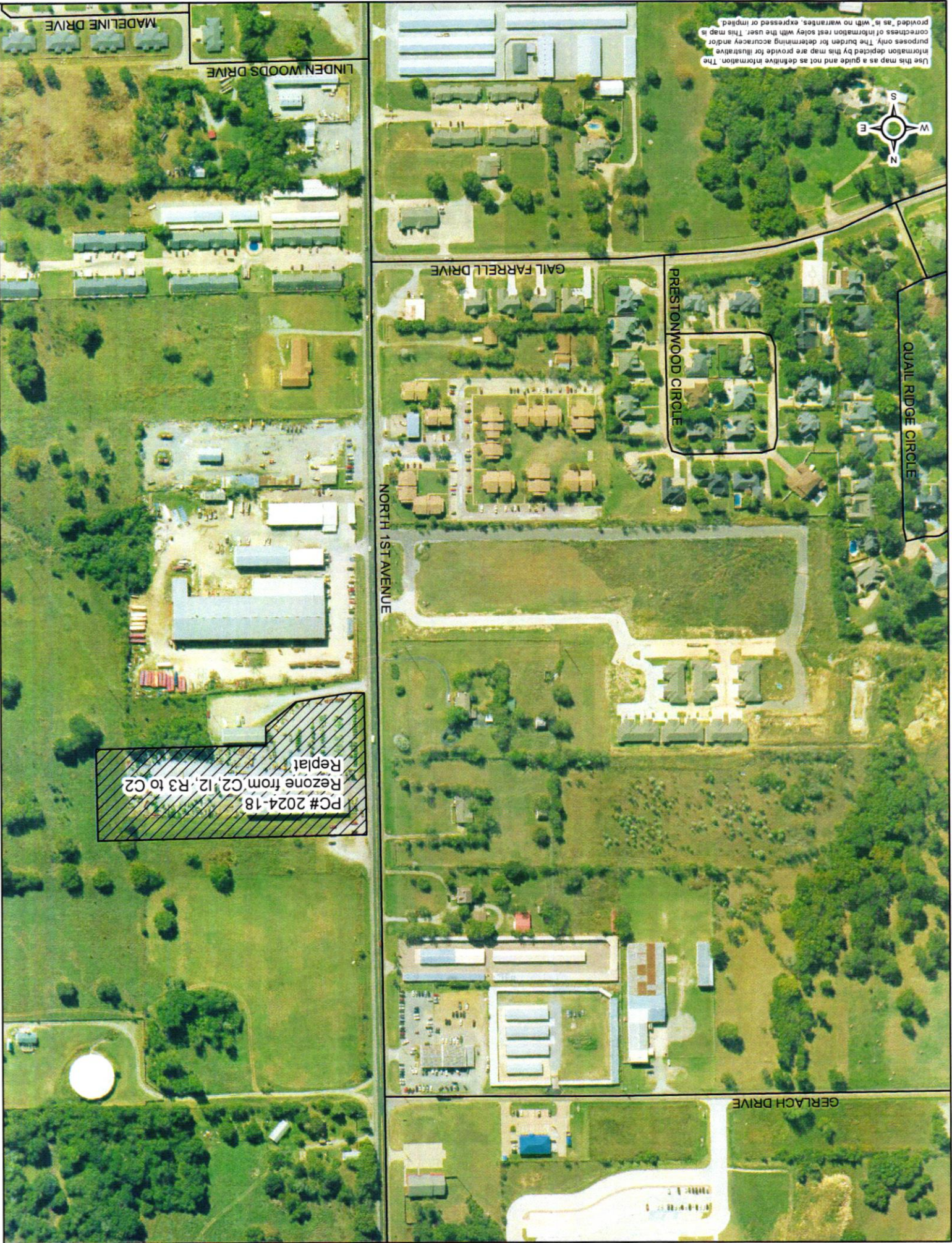
Use this map as a guide and not as definitive information. The information depicted by this map are provided for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.



NORTH 1ST AVENUE

GERLACH DRIVE





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OVAL RIDGE CIRCLE

PRESTONWOOD CIRCLE

GAIL FARRELL DRIVE

NORTH 1ST AVENUE

LINDEN WOODS DRIVE

MADELINE DRIVE

PC# 2024-18
Rezoned from C2, I2, R3 to C2
Replat

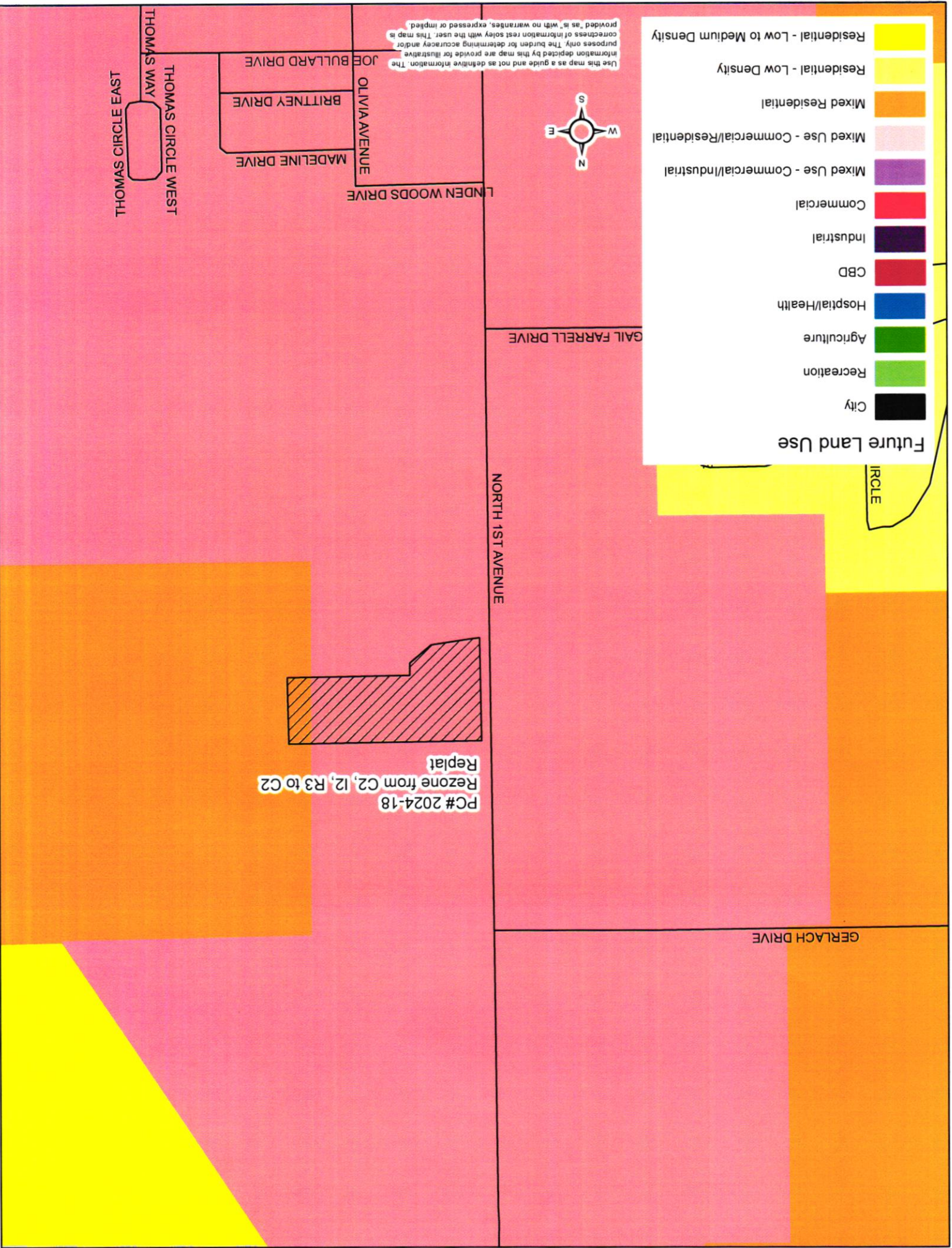
GERLACH DRIVE

Future Land Use

City	Black
Recreation	Light Green
Agriculture	Dark Green
Hospital/Health	Blue
CBD	Red
Industrial	Dark Purple
Commercial	Red
Mixed Use - Commercial/Industrial	Purple
Mixed Use - Commercial/Residential	Light Pink
Mixed Residential	Orange
Residential - Low Density	Yellow
Residential - Low to Medium Density	Light Yellow



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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
COMMERCIAL LAND

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

_____ Financing Supplement
☒ Exhibit A - Property Deed
_____ Supplement

Parties. THE CONTRACT is entered into between:

FW Land Investment, LLC _____ "Seller," and
L&E Properties, 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 and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept 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 Bryan County, Oklahoma.

1. LEGAL DESCRIPTION. See Exhibit A

Property Address	City	Zip
-------------------------	-------------	------------

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

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$476,980 payable by Buyer as follows: Buyer has paid \$5,000.00 as earnest money on execution of the Contract, 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 Modern Abstract & Title Company or if left blank, the Listing 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 Fifty (50) days after the Time Reference Date, ("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

Buyer's Initials <u>BP</u>	Buyer's Initials _____	Seller's Initials <u>PE</u>	Seller's Initials _____
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stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

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

5. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

A. The Buyer agrees and acknowledges that Seller, Seller's Broker(s) and their associated licensees, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions under Paragraph 11.

B. Buyer shall have 10 days (ten [10] days if left blank) after the **Time Reference Date** to complete any investigations, inspections, and reviews. If required by ordinance, Seller shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the **Time Reference Date** any written notices affecting the Property.

C. Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative, independent contractors and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:

1) Flood, Storm Water Run-off, Storm Sewer Back-up or Water History

2) Environmental Risks. Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint

3) Use of Property. Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations

4) Square Footage/Acreage. Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.

D. BUYER'S RIGHT TO CANCEL. If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 15 within twenty-four (24) hours of the expiration of the time period specified in this provision.

6. 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. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

7. 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."

8. 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, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

9. TITLE EVIDENCE. Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of:

(check one or both)

☐ **SURFACE RIGHTS ABSTRACT (A below)**

☒ **TITLE INSURANCE COMMITMENT AND SURVEY (B below)**

A. SURFACE RIGHTS ABSTRACT

Buyer's Initials BP Buyer's Initials _____

DS
Seller's Initials PE Seller's Initials _____

- 1) 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"):
 - a) A complete and current surface-rights-only Abstract of Title, certified to by an Oklahoma-licensed and bonded abstract company; and
 - b) A current Uniform Commercial Code Search Certificate.
- 2) LAND OR BOUNDARY SURVEY. Seller agrees that Buyer, at **(check one)** ☒ **Buyer's** ☐ **Seller's** expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.
- 3) BUYER TO EXAMINE TITLE EVIDENCE.
 - a) 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 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.
 - b) 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.
- 4) 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:
 - a) At Seller's option and expense, cure Title requirements identified by Buyer; and
 - b) Delay Closing Date for _____ 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 objection 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 the Contract and receive a refund of the earnest money.

B. TITLE INSURANCE COMMITMENT AND SURVEY

- 1) Seller, at ☐ **Buyer's** ☒ **Seller's** expense **(check one)**, (including the cost of pre-closing abstracting and Title examiner's report) within 20 _____ days after the Time Reference Date _____ shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, 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.
- 2) Seller, at ☐ **Buyer's** ☐ **Seller's** expense **(check one)**, within _____ days after _____, shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the **Time Reference Date** (the "Survey"). The Survey shall show:
 - a) The boundary lines, dimensions and area of the land indicated thereon,
 - b) The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,
 - c) The location of all setback lines,
 - d) The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,
 - e) If the Property is un-platted, a metes and bounds description of the Property,
 - f) The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and
 - g) If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area," as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy. ^{DS}

Buyer's Initials BP Buyer's Initials _____

Seller's Initials PE Seller's Initials _____

- 3) The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.
- 4) Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.
- 5) On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by:
- (check one) ☒ Buyer ☐ Seller
- 6) The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.
- 7) Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:
- a) Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or
- b) Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.
- 8) Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey.** Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

10. 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 utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (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.
- 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. 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.

Buyer's Initials BP Buyer's Initials _____

Seller's Initials PE Seller's Initials _____

F. 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.

11. ADDITIONAL PROVISIONS.

- Surveyor to Determine the exact size of the tract by providing a new survey.

- Buyer to order survey and pay for it. Seller to reimburse Buyer at closing.

If Buyer fails to close then Buyer will pay for survey.

- This contract is based on a \$7/SF Pricing. Final Price will be adjusted after the new survey is received.

12. TAX DEFERRED EXCHANGE 1031. In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

13. 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.

14. 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 any legal action brought for any disputes, claims, and causes of action arising out of or related to this Contract shall be decided in a Oklahoma State Court in the County in which the Property is located or a Federal Court having jurisdiction over the County in which the Property is located.

15. BREACH AND FAILURE TO CLOSE. Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

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, 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, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Paragraph 3, 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 performance.

16. BUYER AFFIDAVIT COMPLIANCE. Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

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 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 has 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.

Buyer's Initials BP Buyer's Initials _____

Seller's Initials PE Seller's Initials _____

- 18. DELIVERY OF ACCEPTANCE OF 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. NOTICE.** Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

To Escrow/Closing Agent:

Modern abstract & Tile Company

c/o

Phone: 580-745-5363

Buyers:

c/o Brody Petit

3641 Maplewood ave, Dallas TX 75205

Phone:

FAX:

Email: pettitmb@outlook.com

or such other address as shall hereafter be designated in writing.

FAX:

Sellers:

c/o Peyman Etebari

Po Box 25404

Dallas TX 75225

Phone: 972-989-9701

FAX:

Email: peyman.etebari@gmail.com

- 20. BROKER RELATIONSHIP DISCLOSURE/COMMISSION.** Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

☐ (Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Parties in print, or at www.orec.ok.gov.

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.

It is further acknowledged and agreed by the Parties that the ☐ Buyer ☐ Seller (check one) will pay the Listing Broker a commission equal to _____ of the purchase price at Closing for services rendered in this real estate transaction.

- 21. TERMINATION OF OFFER.** The above Offer shall automatically terminate on _____ at _____ a.m. / ☐ p.m. (check one) unless withdrawn prior to acceptance or termination.

22. EXECUTION BY PARTIES.

AGREED TO BY BUYER:

On this Date: 4/2/2024

Brody Pettit

Buyer's Printed Name

DocuSigned by:

Buyer's Signature  894469EE1CFD4E8...

Buyer's Printed Name

Buyer's Signature

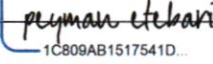
AGREED TO BY SELLER:

On this Date: 4/2/2024

peyman etebari

Seller's Printed Name

DocuSigned by:

Seller's Signature  1C809AB1517541D...

Seller's Printed Name

Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____, 20____

Seller's Signature  DS

Buyer's Initials  Buyer's Initials _____

Seller's Signature  DS

Seller's Initials  Seller's Initials _____

OKLAHOMA REAL ESTATE COMMISSION

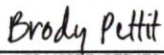
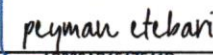
This is a legally binding Contract if not understood, seek advice from an attorney

ADDENDUM

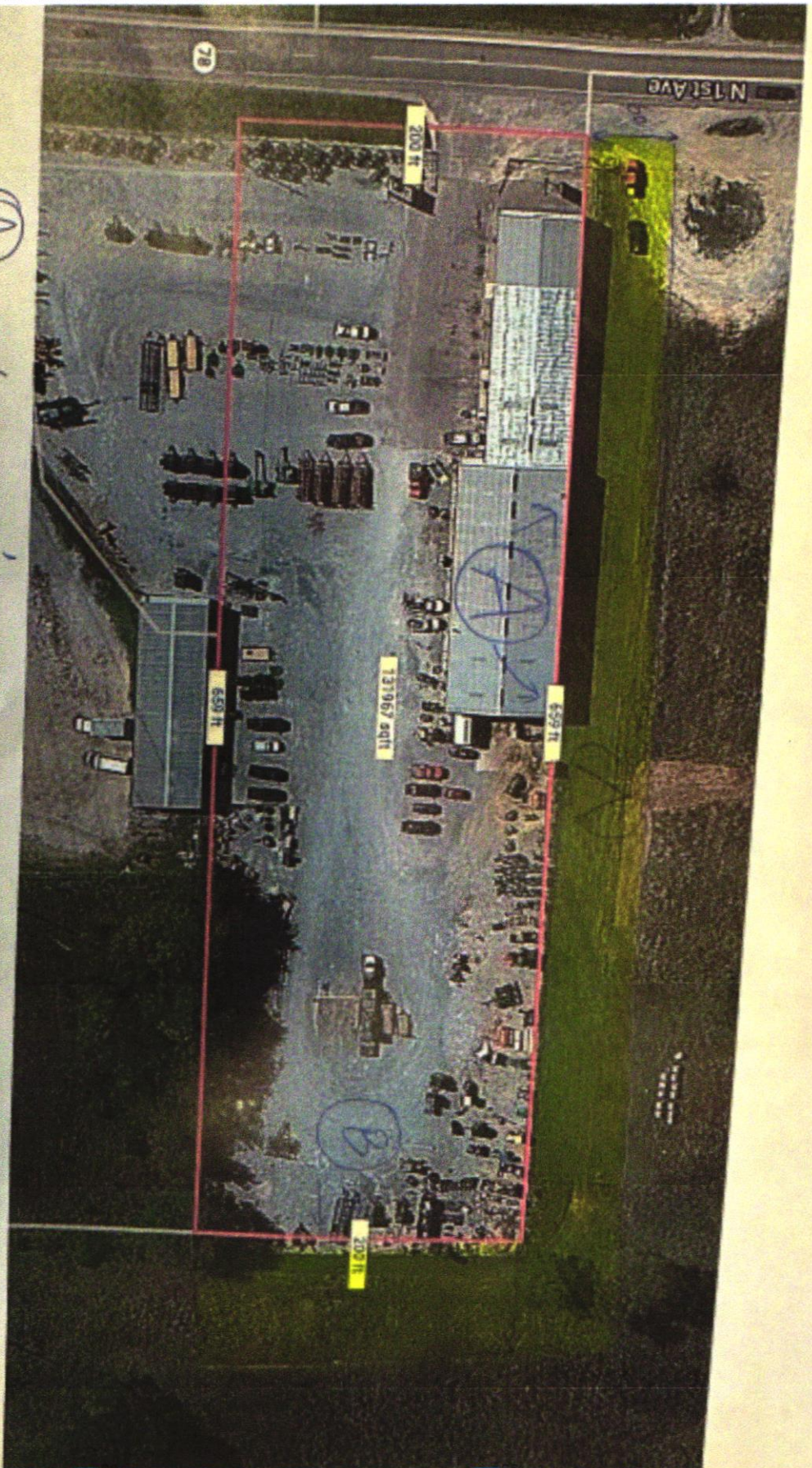
This Addendum, which is attached to and is part of the Commercial Land Contract between
FW Land Invesment, LLC ("Seller") and
L&E Properties ,LLC ("Buyer")
relating to the following described real estate located in Bryan County, Oklahoma, at:
(Legal Description or Property Address) SEE Survey Below

- Price is changed to \$506,129.00
- Buyer to close on or Before 7/15/24
- \$5,000.00 earnest money is now non refundable.
- Buyer can backout of contract by simply losing the \$5,000.00 anytime prior to 7/14/24.

All other terms and conditions of the Contract and, if included, the Financing Supplement Agreement shall remain the same.

DocuSigned by: 	5/17/2024	DocuSigned by: 	5/17/2024
894469EE1CFD4E8... Buyer's Signature	Date	1C809AB1517541D... Seller's Signature	Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date

$$\begin{array}{l} \textcircled{A} \quad 60' \times 769' = 46,140 \text{ SF} \\ \textcircled{B} \quad 110' \times 200' = 22,000 \text{ SF} \\ \hline 68,140 \text{ SF} \end{array}$$



BP

PE

EARNEST MONEY RECEIPT AND INSTRUCTIONS

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, \$ _____ ☐ Check ☐ Cash as Earnest Money Deposit, has been delivered to:

☐ **Listing Broker:** Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.

☐ **Selling Broker:** Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.

☐ **Title Company** (Name/Address of Title Company): _____

☐ **Other:** _____

Date Selling Broker/Associate Signature

(Print Name) Selling Broker/Associate

Date Listing Broker/Associate Signature

(Print Name) Listing Broker/Associate

~~ASSOCIATE INFORMATION~~

~~SELLING BROKER/ASSOCIATE:~~

~~_____
OREC Associate License Number~~

~~_____
OREC Company Name~~

~~_____
OREC Company License Number~~

~~_____
Company Address~~

~~_____
Company Phone Number~~

~~_____
Associate Email~~

~~_____
Date~~

~~LISTING BROKER/ASSOCIATE:~~

~~_____
OREC Associate License Number~~

~~_____
OREC Company Name~~

~~_____
OREC Company License Number~~

~~_____
Company Address~~

~~_____
Company Phone Number~~

~~_____
Associate Email~~

~~_____
Date~~

Buyer's Initials ^{DS} BP Buyer's Initials _____

Seller's Initials ^{DS} PE Seller's Initials _____