Vacant Residential Lots

Lot 15, and part of 16
BLK 3, Pecan Terrace Addition
7,867 SF
Parcel #
32300-92-25-05190

Lot 17, Block 3
Pecan Terrace Addition
6,689 SF
Parcel #
32300-92-25-05210

Zoning: RS-3
Residential Single-Family
City of Tulsa

*** NOTICE ***
There are fence encroachments on lots that will be removed upon sale. See attached survey.

Asset Management
918-596-9866
racebo@cityoftulsa.org
www.cityoftulsa.org

Link to flyer at:

(Information provided is believed to be accurate. Maps are for illustrative purposes only and may not be to scale)
A tract of land situated in Lots 15 and 16, Block 3, Pecan Terrace, an addition to the City of Tulsa, Tulsa County, State of Oklahoma. Said tract being more particularly described as follows:

Beginning at the Southeast corner of said Lot 15; thence S88°59'38"W along the South line of said Lot 15 a distance of 144.66'; thence N08°22'26"E a distance of 3.39 feet; thence along a curve to the left having a radius of 1,455.00 feet; a length of 53.27 feet, a chord bearing N07°19'07"E and a chord distance of 53.27 feet; thence N88°59'38"E a distance of 136.40' to a point on the East line of said Lot 16; thence S01°00'22"E along the East line of said Lots 15 and 16 a distance of 56.06 feet to the Point of Beginning.

Said tract contains 0.18 acres or 7,867 square feet, more or less.

Basis of Bearings is S01°00'22"E on the East line of said Lot 15.

The West 6 feet of the East 11 feet of said tract to be for an additional General Utility Easement.

PETER ALAN KILLIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, CERTIFY THAT THE ATTACHED DESCRIPTION IS A TRUE REPRESENTATION OF THE PROPERTY AS DESCRIBED. THIS LEGAL DESCRIPTION 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.

[Signature]

PETER ALAN KILLIAN
PLS NO. 1495

DATE

05/19/9
PLAT OF SURVEY

PEACAN TERRACE

CERTIFICATION

PETER ALAN KILLIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, CERTIFY THAT THIS SURVEY PLAT CONFORMS WITH EXISTING RECORDS PROVIDED TO ME AND IS A TRUE REPRESENTATION OF THE PROPERTY AS DESCRIBED. SAID PLAT MAY BE SUBJECT TO EXEMPTIONS AND/OR RIGHTS OF WAY AND NO OPINION IS ISSUED AS TO THE OWNERSHIP OF FENCES OR ANY OTHER APPURTENANCES ON SAID PROPERTY. THIS SURVEY PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

10/9/10

PETER ALAN KILLIAN
P L S NO. 1495

PART OF LOT 17
BLOCK 3, PECAN TERRACE

CITY OF TULSA, OKLAHOMA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DEPARTMENT
FIELD ENGINEERING DIVISION

FIELD ENGINEERING WAREHOUSE
2317 SOUTH JACKSON AVE.
TULSA, OKLAHOMA 74107
TEL 1-918-596-6591

PETER KILLIAN, PLS
SURVEY MANAGER

DRAWN: 10/9/19
SURVEY: 10/27/19

CURVE RADIUS LENGTH CHORD BRG. OR CHORD
L1 50.00' 301°09'52"E
L2 120.74' 509°59'58"W

1455.52' 62.14' 1430.99' 62.14'
A tract of land situated in Lot 17, Block 3, Pecan Terrace, an addition to the City of Tulsa, Tulsa County, State of Oklahoma. Said tract being more particularly described as follows:

Beginning at the Northeast corner of said Lot 17; thence S01°00’22”E along the East line of said Lot 17 a distance of 52.00’; thence S88°59’38”W a distance of 130.71 feet; thence along a non-tangent curve to the left having a radius of 1,455.90 feet; a length of 52.14 feet, a chord bearing N03°10’59”E and a chord distance of 52.14 feet to a point on the North line of said Lot 17; thence N88°59’38”E along the North line of said Lot 17 a distance of 126.90’ to the Point of Beginning.

Said tract contains 0.15 acres or 6,689 square feet, more or less.

Basis of Bearings is S01°00’22”E on the East line of said Lot 17.

The West 6 feet of the East 11 feet of said tract to be for an additional General Utility Easement.

[Signature]

1. PETER ALAN KILLIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, CERTIFY THAT THE ATTACHED DESCRIPTION IS A TRUE REPRESENTATION OF THE PROPERTY AS DESCRIBED. THIS LEGAL DESCRIPTION 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.

[Signature]

PETER ALAN KILLIAN
PLS NO. 1459

[Stamp]

PETER ALAN KILLIAN
1495

05210
City Lots Selling Process

- Interested parties shall use Contract form posted on City of Tulsa’s website.
- Interested parties must submit 10% deposit with offer in either cash, certified check with offer.
- There is no deadline for submitting offers. This is a direct sale method.
- Closing with cash shall be within thirty (30) days.
- Parties may submit offers for one or both lots.
- Mayor may reject any and all offers.
- Any title defects will be cured by the City prior to closing.
- Any costs associated with closing and filings will be charged to buyer and paid by separate check at closing.
- Closing shall occur at time and place designated by City.
- City will convey title to buyer by Quitclaim Deed at closing.
- City shall file deed at Tulsa County Clerk’s office. Buyer will be required to sign and submit a W-9 Tax form, and Vendor Registration form prior to Closing.

Forms submitted with Offer:
- Contract
- 10% Deposit
- W-9 Tax Form
- Vendor Registration Form

Docs at Closing
- Closing Statement
- Financing documents, if applicable.
- Deed Signed by City
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE ("Agreement") is by and between the CITY OF TULSA, an Oklahoma municipal corporation ("City") and ____________________________, a ____________________________(type of entity) ("Purchaser"),

WHEREAS, City is the owner of the following described real properties in the City of Tulsa, Tulsa County, Oklahoma (the "Properties"):

See attached Exhibit “A”.

WHEREAS, Purchaser desires to purchase, and City desires to sell the Properties under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. PURCHASE AND SALE

Subject to the terms, covenants, and conditions of this Agreement, City agrees to sell the Properties to Purchaser, and Purchaser agrees to purchase the Properties from City for the sum of ____________________________ NO/100 ($__________.) (the “Purchase Price”), to be paid by certified check delivered at Closing. Title to the Properties shall, in addition to all other conditions and covenants set forth in this Agreement, be subject to easements, encumbrances, restrictions and other matters of record.

SECTION 2. TITLE EXAMINATION

Purchaser shall have 30 days from the date hereof, at Purchaser’s expense, to obtain and examine an abstract of title to the Properties and to notify City of any objections to title. No matter shall be construed as a valid objection to title unless it is so construed under the Real Estate Title Examination Standards of the Oklahoma Bar Association. City shall have 30 days after receiving such notice within which to cure Purchaser’s objections to title. If City is unwilling or unable to cure the objections within such time, or within any extension of such time as may be agreed to by the parties, City shall so notify Purchaser, and within 5 days after such notice, Purchaser may either waive any objection and elect to close this transaction or terminate this Agreement by giving notice to City. If Purchaser does not notify City of Purchaser’s election to terminate this Agreement within the 5 day period, Purchaser shall be deemed to have waived its objections and to have elected to close this transaction, accepting such title as City is able to convey.

SECTION 3. “AS IS” CONDITION

By acceptance of the Deed to the Properties, Purchaser accepts the Properties in an “as is” condition. City
makes no representation or warranties, either expressed or implied, regarding the condition of the Properties. Purchaser has had access to the Properties and has made its own independent inquiry regarding the economic feasibility, physical condition and environmental state of the Properties. City makes no warranty, expressed or implied, concerning any environmental conditions, drainage problems, or other conditions of the Properties.

SECTION 4. TAXES AND ASSESSMENTS

Purchaser shall pay all applicable ad valorem taxes for the properties attributable to periods following the Closing.

SECTION 6. CLOSING

The closing of this transaction shall occur at the offices of the Asset Management Department of the City of Tulsa, 175 E. 2nd Street, Tulsa, Oklahoma, within 15 days after satisfaction, or waiver, of Purchaser’s objections to title (the “Closing Date”), but in no event later than 120 days after execution of this Agreement by City and Purchaser. The Closing date may be extended only by written agreement of the parties. If Closing has not occurred within the time stated herein, or as extended by the parties, this Agreement shall be null and void. At Closing, the parties shall make the following deliveries:

A. City shall deliver to Purchaser a Quit Claim Deed conveying to Purchaser all of City’s right, title and interest in and to the Properties.

B. City shall deliver possession of the Properties to Purchaser.

C. Purchaser shall deliver to City the Purchase Price of __________________________________________NO/100

($____________________)

D. Purchaser shall provide a 10% deposit on contract execution that shall be applied towards Purchaser closing costs of __________________________________________NO/100

($_____________).

SECTION 7. REMEDIES ON DEFAULT

A. Default of Purchaser.

If City has fully performed all of City’s covenants and agreements contained in this Agreement and is otherwise prepared to deliver title to the Properties as above set forth, and Purchaser thereafter fails to make the payment required under the terms of this Agreement or to conclude the sales transaction as above provided, City may, upon five (5) days prior written notice to Purchaser, cancel and terminate this Agreement or pursue any other remedy at law or in equity which City may have as a result of such breach by Purchaser.
B. Default of City

If Purchaser shall perform all of its obligations hereunder and tenders performance hereof and City shall breach this Agreement or fail to perform City’s obligations hereunder or otherwise fail to conclude the sales transaction, Purchaser, upon five (5) days prior written notice to City, shall be entitled to cancel and terminate this Agreement as Purchaser’s only remedy.

SECTION 8. NOTICE

All notices, demands and other communications required by or related to this Agreement shall be in writing and directed as follows:

If to City:  If to Purchaser:

Real Estate Manager
City of Tulsa Asset Management
175 E. 2nd Street, 14-214
Tulsa, Oklahoma 74103

The following methods of delivery are acceptable: hand-delivery or certified first-class U.S. mail, return receipt requested. Any such notice, communication or delivery shall be deemed delivered and effective upon actual receipt by the party to whom it is addressed.

SECTION 9. MISCELLANEOUS

A. No Confidentiality

Purchaser understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Purchaser to City pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements.

B. Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. Neither party shall have any right, power or authority to act as a legal representative of the other party, and neither party shall have any power to obligate or bind the other party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
C. Third Parties

This Agreement is between Purchaser and City and creates no right of or duties to any other person. No other person or entity is or shall be deemed a third party beneficiary of this Agreement.

D. Assignment

Purchaser may not assign this Agreement without the prior written consent of City.

E. Binding Effect

This Agreement shall be binding upon Purchaser and City and their respective successors, heirs, legal representatives and permitted assigns.

F. No Penalties

No provision of this Agreement is to be interpreted as a penalty upon either party to this Agreement. The parties hereby agree that the rights of City in the event Purchaser takes or fails to take certain actions pursuant to this Agreement, are reasonable.

G. Further Assurance

City and Purchaser agree to execute, acknowledge and deliver and cause to be done, executed acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested in order to carry out this Agreement and give effect hereto, and the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

H. Time of the Essence

For purposes herein, the parties agree that time shall be of the essence and the representations and warranties made are all material and of the essence of this Agreement.

I. Headings

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

J. No Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

K. Entire Agreement/Amendments
This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by Purchaser and City.

L. Severability Provision

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

M. Multiple Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

N. Governing Law and Venue

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulated that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.

O. Attorney Fees

In the event of litigation between the parties regarding this Agreement, each party shall be responsible for its own attorney’s fees and costs.

P. Publicity

Neither party (nor any agent or affiliate of a party) shall make any public statements, including, without limitation, any press releases, with respect to this Agreement and the transactions contemplated hereby, except as may be required by law or with the written permission of City.

Q. Risk of Loss

Until Closing or transfer of possession, risk of loss to the Properties, ordinary wear and tear excepted, shall be upon City; after Closing or transfer of possession, whichever comes first, such risk shall be upon Purchaser.

R. Brokers/Sales Agents
Purchaser represents and warrants that no brokers, agents, sales associates or finders have acted on Purchaser’s behalf in connection with this Agreement or the transaction contemplated hereby. Purchaser agrees to indemnify and hold harmless City from any claims or demands for real estate commissions or fees alleged to be due as a result of the acts of Purchaser and for related costs.

IN WITNESS WHEREOF, the parties have executed this Agreement at Tulsa, Oklahoma, to be effective on the date executed by City.

_________________________________________
By:

_________________________________________
DATE

ATTEST:

CITY OF TULSA, OKLAHOMA,
an Oklahoma municipal corporation

_________________________________________
City Clerk

_________________________________________
By: G.T. Bynum, Mayor

DATE

APPROVED:

_________________________________________
Assistant City Attorney
EXHIBIT “A”

Legal:

________________________________________

________________________________________

________________________________________

________________________________________
**Request for Taxpayer Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) I am no longer subject to backup withholding;
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Signature**

Signature of person

**Date**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future Developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
# Supplier Registration Form

**Supplier Name** (as shown on tax returns): 

**Doing Business As**: 

**Type of Organization**:  
- ☐ Individual  
- ☐ Partnership  
- ☐ Incorporated in ___________

**Fed Tax ID or Social Security Number**

**Note**: Attach a current W-9 to this form.

**Does Your Firm Qualify as a Small Business Under SBA Guidelines?**  
- ☐ Yes  
- ☐ No

**Is Your Firm a Registered Small Business with the City or the State of Oklahoma?**  
- ☐ Yes  
- ☐ No

---

The City uses the National Institute of Governmental Purchasing Commodity System. Tangible products are numbered 005-00 thru 899-00. All services are numbered 900-00 thru 999-00. Insert below the 5-digit numbers that apply to the products and services supplied by your company. If requesting notice of all commodities under a particular code, select "00" for the 4th & 5th digit. Additional detail explaining each commodity class is available at: [https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/](https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/)

---

**Purchasing Address**:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Phone No:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>P.O. Box or Street:</th>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
</table>

**E-mail Address (Primary Method of Communication):**  

**Supplier Website:**

**A/R Address**:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
<th>Phone No:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>P.O. Box or Street:</th>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
</table>

**E-mail Address (Primary Method of Communication):**  

Fax Number:

---

Please list the names of any of your officers, employees, stockholders, or anyone with a financial interest with your business who are employed with the City of Tulsa:

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies, or services to any other public agency thereof.

Signature of person authorized to sign:  
Name & Title of Person Signing:  
Date:  

12-13-17
AUTHORIZATION AGREEMENT
FOR EFT CREDIT TRANSACTIONS

Authorization is hereby granted to the City of Tulsa, Oklahoma, hereinafter called City of Tulsa, by __________________________ (Company/Individual Name) to initiate EFT credit transaction entries to our depository account designated below at the depository financial institution named below, hereinafter called DFI. Authorization is also granted to City of Tulsa to initiate, only if required, debit entry adjustments to our depository account at the named DFI in the event a corresponding credit entry by City of Tulsa was made in error. Acknowledgement is further made that the City of Tulsa's origination of all EFT transactions to our account designated below must comply with the provisions of U.S. law and NEFTA Operating Rules and Regulations.

____________________________________
Depository Financial Institution Name (DFI)

____________________________________
Bank Routing Number (DFI)

____________________________________
Address

____________________________________
City/State

____________________________________
Zip

____________________________________
Designated Depository Account Title

____________________________________
Depository Account Number

Depository Account Type: _____Checking_____Savings

This authority is to remain in full force and effect until the City of Tulsa has received written notification from __________________________ of its termination in such time and manner as to afford the City of Tulsa and the above named DFI a reasonable opportunity to act on such written notification.

____________________________________
Authorizing Party Name/Title (print/type)

____________________________________
Signature of Authorizing Party

____________________________________
Date

Primary Company Contact Phone Number: (_____)__________________

Tax identification number: _________________________________________

E-mail Address (for EFT detail notification): ________________________________

Please note:
- All written credit authorizations must provide that the Receiver may revoke the authorization only by notifying the Originator (City of Tulsa) in the manner specified in the authorization.
- Single entry reversals do not require authorization by the receiver.