

**RESOLUTION NO. 1265**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR PURCHASE OF REAL PROPERTY GENERALLY LOCATED AT 1117 SOUTH MAIN STREET, IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA INCLUDING STRUCTURES AND IMPROVEMENTS; AUTHORIZING THE CITY OF BROKEN ARROW'S EXPENDITURE OF THE SUM OF \$400,000 PLUS CLOSING COSTS TO EFFECT SUCH PURCHASE FROM M & L, INC.; AND DESIGNATING REPRESENTATIVES OF THE CITY OF BROKEN ARROW, OKLAHOMA FOR PURPOSES OF GRANTING CERTAIN APPROVALS AND EXECUTING CERTAIN INSTRUMENTS AS REQUIRED UNDER AND IN CONNECTION WITH SAID PURCHASE AND SALE AGREEMENT FOR THE ARMED FORCES MEETING HALL(191718)**

**WHEREAS**, M&L, Inc. owns the unplatted property at 1117 South Main Street; and

**WHEREAS**, the City of Broken Arrow desires to acquire this property for the public purpose of constructing an armed forces meeting hall; and

**WHEREAS**, the real property is legally described as follows:

A tract of land more particularly described as follows to wit: Beginning at the intersection of the North Boundary line of the Southeast Quarter of the Northeast Quarter of Section 14, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma, with the center of State Highway 51 Right-of-Way, thence South 170 feet; thence East 256.236 feet; thence North 170 feet to the North Boundary line of said Southeast Quarter of the Northeast Quarter; thence West 256.236 feet to the place of beginning (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, containing 0.92 acres or 40,160 square feet more or less; and

**WHEREAS**, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of \$400,000.00 to M & L, Inc., the property owner, plus closing costs which consists of 0.92 acres generally located at 1117 South Main Street, Broken Arrow, Oklahoma; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BROKEN ARROW, THAT:**

1. The Purchase and Sales Agreement is hereby approved, authorized and accepted. The Contract shall be executed for and on the behalf of the City by the Mayor or Vice Mayor, as the case may be, and attested by the City Clerk. The Purchase and Sales Agreement is hereby authorized for execution and delivery, subject to minor changes, insertions and omissions and such filling of blanks therein as may be approved and made in the form thereof by the officer of the City executing the same pursuant to this section. The execution of the Purchase and Sales Agreement for and on behalf of the other parties thereto by their respective authorized officers and for and on behalf of the City by the Mayor or Vice Mayor as the case may be, with an official seal of the City affixed and attested by the signature of the City Clerk, shall be conclusive evidence of the approval of any changes, insertions, omissions and filling of blanks;

2. The City of Broken Arrow is hereby authorized to close the purchase and sale of the Real Property, pursuant to the Purchase and Sales Agreement, to acquire the Real Property for and on behalf of the City and to execute and deliver, for and on behalf of the City, all necessary instruments and agreements reasonably required in connection therewith, following their approval by the City Attorney (whose approval need not be endorsed thereon);

3. The City of Broken Arrow is hereby authorized to expend the sum of \$400,000.00 for such acquisition and is authorized to expend monies for closing costs and any other cost related to the purchase and closing of this transaction;

4. The Mayor or Vice Mayor is hereby authorized to approve and execute (upon the recommendation of the City Attorney) the final forms of the purchase and closing of the Real Property, and minor changes, insertions and deletions therein, as well as all necessary instruments and agreements reasonably required in connection therewith;

5. It is the intention of the City of Broken Arrow that the City Officers shall, and they are hereby *ex officio* authorized and directed to, do any and all lawful acts and deeds to effectuate and carry out the provisions and the purposes of this Resolution, including without limitation and from time to time, the giving of certificates, and instructions under or with respect to the City's performance of the Contract for Sale of Real Estate and the acquisition of the Real Property and such other instruments and documents as are related thereto, in each case following their approval by the City Attorney (whose approval need not be endorsed thereon);

6. All prior transfers made in connection with the preparations for the purchase of the Real Property, including without limitation, those made for the payment of legal services, escrow payments, engineering fees and costs, surveys, appraisals, inspections and exemption payments are hereby ratified;

This Resolution is approved in open meeting by the Broken Arrow City Council on this 17<sup>th</sup> day of September, 2019.

ATTEST:

\_\_\_\_\_  
(seal) CITY CLERK

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MAYOR

APPROVED AS TO FORM:

  
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ASSISTANT CITY ATTORNEY