



**PURCHASER NAME AND ADDRESS (First Signer)**

NAME(First, Middle, Last)  
MUSKOGEE COUNTY DIST #3

STREET or RR  
COUNTY COURT HOUSE

CITY STATE ZIP CODE COUNTY  
MUSKOGEE OK 74401 Muskogee

PHONE NUMBER EMAIL ADDRESS  
918-682-1910

REWARDS #  
993127549

**PURCHASER NAME AND ADDRESS (Second Signer)**

NAME(First, Middle, Last)

STREET or RR

CITY STATE ZIP CODE COUNTY

PHONE NUMBER EMAIL ADDRESS

REWARDS #

**DEALER NAME AND ADDRESS**

DEALER NAME Dealer Account No. :  
Yellowhouse Machinery Co. 177488

STREET or RR  
1100 W. WEKIWA ROAD

CITY STATE ZIP CODE Phone Number  
SAND SPRINGS OK 74063 918-245-5926

Date Of Order:  
Dec 14, 2021

Dealer Order No.: TYPE OF SALE:  
17040277  CASH  LEASE  TIME SALE

PURCHASER TYPE: MARKET USE CODE:  
4 Use County 51 Highways & Streets Paving

Add Purchaser to Mailing List (Check One or More)  
 Construction  Utility  Forestry  Government

PURCHASER IS: Purchaser Acct.:  
 Business  Individual

SOCIAL SECURITY  IRS TAX ID NO  EIN

NO.:

EXTENDED WARRANTY IS:  Accept  Decline

LOCATION OF FIRST WORKING USE : Use State/Province COUNTY CODE  
Use County MUSKOGEE OK 101

(Initials)

Ultimate Uptime Package Purchase:  Yes  No (Initials)

QTY	NEW	RENT	TRADE	UNIT	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				2022 JOHN DEERE 670G MOTOR GRADER Stock # 72716 + John Deere Extended Warranty : 72MO/8000HR COMP	3	1DW670GPCNF712998	\$ 263,974 32 \$ 0 00
<b>(1) TOTAL CASH PRICE</b>								\$ 263,974 32

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
	<b>COMMENTS:</b> SOURCEWELL MEMBER # 137246 GUARANTEE BUYBACK: \$131,503.20		(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 263,974 32
			(5) SUBTOTAL	\$ 263,974 32
			(6) RENTAL APPLIED	\$ 0 00
			(7) CASH WITH ORDER	\$ 0 00
			(8) BALANCE DUE (5-(6 & 7))	\$ 263,974 32

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 8 ) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.



Customer Purchase Order for John Deere Construction and Forestry Products - USA

PO#

08486532

PO Revision#

Original

Customer Name: MUSKOGEE COUNTY DIST #3

Quote ID: 25740668

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

USE OF INFORMATION/PRIVACY NOTICE I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (https://www.deere.com/en/privacy-and-data/privacy-statements/) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version [ ] (Initials) and understands its terms and conditions.

Purchaser (First Signer)	MUSKOGEE COUNTY DIST #3	Signature	_____	Date	_____
Purchaser (Second Signer)		Signature	_____	Date	_____
Dealer Representative	Yellowhouse Machinery Co.	Signature	_____	Date	_____
Salesperson	MARSHALL, MIKE	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: [ ]	Purchaser Signature
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20 day of DEC 2021  
 Chairman [Signature]  
 Member [Signature]  
 Member [Signature]  
 Attest [Signature] County Clerk

72716

# REPURCHASE AGREEMENT

**CUSTOMER:**  
Muskogee County District #3  
901 South 74<sup>th</sup> St. West  
Muskogee, OK 74401

**DEALER:**  
Yellowhouse Machinery Co.  
1100 W Wekiwa Rd.  
Sand Springs, OK 74063

**MAKE/MODEL: 2022 JOHN DEERE 670G MOTOR GRADER**  
**S/N: 1DW670GPCNF712998**      **HOURS AT DELIVERY: 4**      **DELIVERY DATE: 12-20-2021**  
**INITIAL PURCHASE PRICE: \$263,974.32**  
**REPURCHASE OPTION PRICE: 5 YEAR, 7,000 HOURS, \$131,503.20**  
**Expiration Date: UPON THE 60<sup>TH</sup> MONTH LEASE PURCHASE PAYMENT TERMINATION**

Re: Sourcewell (670G Motor Grader)  
Provisions for Buyback or Lease Return on above contract beginning on December 20<sup>th</sup>, 2021 for New Motor Grader

- 1.) Customer (Muskogee County District 3) will:
  - a.) Maintain Machine as Directed by operators manual.
  - b.) Be responsible for-
    - 1.) Rubber (Wipers, Engine-belts, Hydraulic Hoses).
    - 2.) Ground Engaging Tools (Cutting Edges, Teeth).
    - 3.) Glass, Lights, Bulbs, Batteries, Mirrors, & Fuses.
    - 4.) **Must Use John Deere Filters, Parts, & Recommended Oil.**
    - 5.) Must keep complete service Records.
  - c.) Be Limited to **7,000 hours** of usage.
  - d.) Return machine with lights, glass & mirrors intact working & unbroken
  - e.) Return machine with no sheet metal damage, broken, or Missing bolts.
  - f.) Return machine with new ground engaging tools (Cutting Edges, Teeth).
  - g.) Return machine with new tires of the same brand, tread design, ply rating, and/or style as originally equipped.
  - h.) The Machine will be covered with all risk insurance coverage and will name the dealer and assignee as loss payee. Vendor and assignee will retain a copy of the insurance endorsement.
  - i.) The County will also be responsible for any repairs due to abuse, accident, neglect or acts of GOD.
- 2.) Dealer agrees to accept return from Customer, upon Customer's written request by certified mail no later than 30 days prior to the expiration of this Agreement, the equipment identified above, at hours use indicated above (excluding hours at delivery) or the Expiration Date shown above, whichever occurs first, provided Customer has fulfilled all of the obligations set forth herein, and provided the equipment is delivered to Dealer free and clear of any lien, security interest, or other interest or claim of any third party.
- 3.) If Customer requests return within the time provided above and has fulfilled all obligations set forth above, Dealer will perform a final inspection of the equipment and furnish to Customer a report of its findings. Customer agrees to repair or have repaired any deficiencies identified in the report, at Customer's expense, except to the extent they are covered by warranty.
- 4.) If any of the provisions listed above are not fully met, the Repurchase option is null and void, leaving dealer released of all obligations to repurchase machine. Dealer also is relieved of its obligations hereunder if the equipment is altered or modified in ways not approved by the manufacturer, or if its hour meter is rendered inoperative or otherwise tampered with.
- 5.) These provisions shall become a binding part of the bid, if we are awarded the contract. Please sign below for acceptance.
- 6.) Customer may not assign its rights under this Agreement.

SIGNED: *Kenneth W. Payne*  
Customer: Muskogee County District 3  
Title: Commissioner  
Date: 12/20/21

\_\_\_\_\_  
Dealer: Yellowhouse Machinery Co.  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_