



PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) MUSKOGEE COUNTY DIST #3			
STREET or RR COUNTY COURT HOUSE			
CITY MUSKOGEE	STATE OK	ZIP CODE 74401	COUNTY Muskogee
PHONE NUMBER 918-682-1910	EMAIL ADDRESS		
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 Yellowhouse Machinery Co.		Dealer Account No. : 177488	
STREET or RR 1100 W. WEKIWA ROAD			
CITY SAND SPRINGS	STATE OK	ZIP CODE 74063	Phone Number 918-245-5926
Date Of Order: Dec 14, 2021			
Dealer Order No.: 17040279		TYPE OF SALE: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 4 Use County		MARKET USE CODE: 51 Highways & Streets Paving	
Add Purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use County MUSKOGEE	Use State/Province OK	COUNTY CODE 101					
(Initials)	(Initials)							
Ultimate Uptime Package Purchase: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	(Initials)							
QTY	NEW	DEM	RENT	CHRG	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X				2022 JOHN DEERE 670G MOTOR GRADER Stock # 72718	0	1DW670GPTNF713062	\$ 263,974 32
+ John Deere Extended Warranty : 72MO/8000HR COMP								\$ 0 00
(1) TOTAL CASH PRICE								\$ 263,974 32

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:				
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# 08486577 PO Revision# Original

Customer Name: MUSKOGEE COUNTY DIST #3

Quote ID: 25759579

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

72718

REPURCHASE AGREEMENT

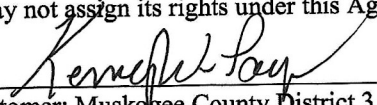
CUSTOMER:
Muskogee County District #3
901 South 74th St. West
Muskogee, OK 74401

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

MAKE/MODEL: 2022 JOHN DEERE 670G MOTOR GRADER
S/N: 1DW670GPTNF713062 HOURS AT DELIVERY: 5 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 60TH MONTH LEASE PURCHASE PAYMENT TERMINATION

Re: Sourcewell (670G Motor Grader)
Provisions for Buyback or Lease Return on above contract beginning on December 20th, 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: 
Customer: Muskogee County District 3
Title: Commissioner
Date: 12/20/21

Dealer: Yellowhouse Machinery Co.
Title: _____
Date: _____