

## PROPERTY ACQUISITION SERVICES AGREEMENT

This Property Acquisition Services Agreement (herein "Agreement") is made and entered into this 26<sup>th</sup> day of September, 2014 by and between Pinnacle Consulting Management Group, Inc. (herein "Consultant"), whose address 4516 NW 36th St. Ste. 100, Oklahoma City, OK 73122 and The City of Moore, Oklahoma (herein "Client") whose address is 301 N. Broadway, Moore, Oklahoma 73160.

1. SERVICES: Consultant shall provide professional property acquisition services (herein "Services") to Client as itemized in Attachment 1 hereto for the following project, provided funds are available by apportionment, appropriation, allocation, and/or encumbrance therefore:

*Royal Rock- Moore Redevelopment Tract Approximately 14.4442 Acre Area a part of the RoyalPark-Moore Plat(s), Moore, Cleveland County, Oklahoma*

2. SCOPE OF SERVICES: The Scope of Services for the above-named project shall be fully set forth in Attachment 1 hereto and shall be generated by and/or in complete accordance with the funding entity and/or funding source. Said Scope of Services shall be fully implemented by Consultant.
3. COMPENSATION: Client acknowledges and agrees to pay for the Services on the above-named project pursuant to the fee schedule set forth in Attachment 1 hereto.
4. ADDITIONAL SERVICES: Client may assign additional services to Consultant at fees to be negotiated between Client and Consultant. Such additional services and associated fees shall be expressed in a written Supplemental Agreement and subject to Client's official agreement approval process.
5. INVOICING: Invoicing for all Services performed by Consultant shall be on a parcel-by-parcel basis. For title work: 100% at completion of each report. For acquisition of property: 50% upon delivery of an offer to purchase and the remaining 50% upon obtaining a signed deed or submitting to legal counsel for condemnation proceedings. For appraisal fee: 100% upon completion of appraisal report.
6. REGULATORY COMPLIANCE: All Services performed by Consultant shall comply with all policies, procedures, guidelines, rules, regulations, resolutions, and/or ordinances of Client and all such policies, procedures, guidelines, rules, regulations, and/or statutes as may be required by Client's funding entity and other departments and agencies of the government of the United States of America. Provided, all applicable policies, procedures, guidelines, rules, regulations, resolutions, ordinances, and/or statutes are incorporated herein by reference.
7. TERMINATION: Each party to this Agreement reserves the right to terminate the Agreement at any time by providing thirty (30) days' written notice to the other party.
8. GOVERING LAW: This Agreement shall be governed by the laws of the State of Oklahoma.

PROPERTY ACQUISITION SERVICES AGREEMENT

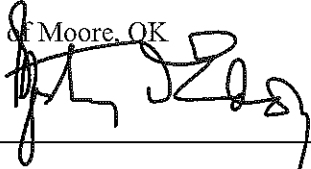
9. PROJECT REPRESENTATIVE: The Consultant and Client representative for this project are:

Aaron Adkins, Regional Vice President  
Pinnacle Consulting Management Group, Inc.  
4516 NW 36th St. Ste. 100  
Oklahoma City, OK 73122  
(405)879-0600

Stephen O. Eddy, City Manager  
City of Moore  
301 N. Broadway  
Moore, Oklahoma 73160  
(405)793-5200

In witness whereof: the parties hereto have executed this Agreement, as of the day and year first written above.

City of Moore, OK



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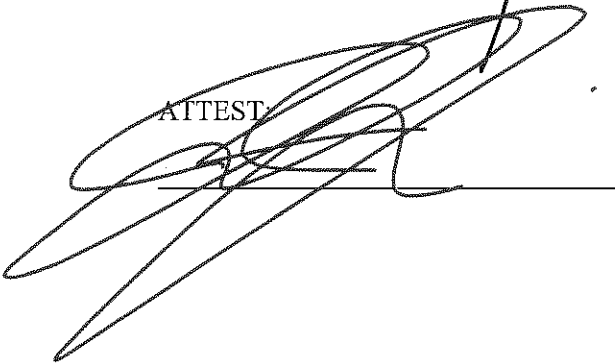
Pinnacle Consulting Management Group, Inc.



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Lisa Harrison, SR/WA, R/W-URAC, R/W-NAC, R/W-RAC  
President

ATTEST



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September 23, 2014

Jared Jakubowski  
Associate Planner/Grants Manager  
City of Moore, Community Development  
301 N. Broadway  
Moore, Oklahoma 73160

RE: *REVISED* Scope of Services and Cost Estimate for Property Acquisition  
City of Moore – Redevelopment Tract – S.W. 19<sup>th</sup> St. and Telephone Rd.

Dear Mr. Jakubowski:

Based on my review of the exhibit and legal description provided, I have prepared the following scope of services and cost estimate to acquire the property. The Pinnacle Group appreciates the opportunity to bid on a project for the City of Moore.

*Scope of Services*

- 1) The acquisition of property for this project will be acquired under all applicable City, State and/or Federal guidelines, policies and procedures.
- 2) All project correspondence including weekly status reporting will be directed through you as the city official in charge.
- 3) Pinnacle will set up a parcel file including, but not limited to, all written correspondence, title work, appraisal report, review appraisal, acquisition agent's contact log, copy of parcel map, legal descriptions, deed, claim, settlement agreement, W-9 and evidence of payment.
- 4) Pinnacle will conduct title research to obtain marketable title verifying ownership of and liens on the property. A Title Investigation Report Form will be prepared to include copies of vesting deeds and any liens as per Oklahoma Department of Transportation (ODOT) standards and applicable requirements as per the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- 5) Pinnacle will prepare a Notice of Interest letter which will provide general information on the project and explain our role with your office in performing the necessary property acquisition.
- 6) Pinnacle will hire a State Certified appraiser with MAI designation to prepare an appraisal report.
- 7) The completed appraisal report will be submitted to the City to begin the review process. The City of Moore will need to enter into a separate contract with a review appraiser.
- 8) Upon completion of the appraisal review, an offer letter will be generated and sent to the City for signature.

- 9) The property owner will be contacted in person by a Pinnacle Acquisition Agent (unless the owner resides out of State) to explain the project, the acquisition area and answer questions regarding the project. If the owner will not accept the City's offer after a reasonable time, we will solicit any counter offer they feel is appropriate including documented justification. Any counteroffer received will be submitted to the City for consideration.
- 10) Once an agreement is reached, Pinnacle will obtain from the owner an executed claim, settlement agreement, deed, W-9 and any other necessary document(s). The executed documents will be forwarded to the City for processing of payment. The deed will be sent to the County Clerk's office for recording and payment will be delivered to the owner.
- 11) Pinnacle will provide your office with a copy of the completed parcel file which will include all necessary paperwork that pertains to the property.

***Fees***

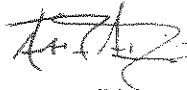
The following per parcel fees include all labor, profit, mileage, copies and all other expenses:

Services	# of Parcels	Fee per Parcel	Total
Title	1	\$400.00	\$400.00
Appraisal	1	\$3,500.00	\$3,500.00
Property Acquisition	1	\$2,500.00	\$2,500.00
Total			\$6,400.00

The Pinnacle Group would like to thank you for the opportunity to provide our services for this project. Once a written notice to proceed is provided, we will begin the title work immediately.

If you have any questions regarding this estimate, please call me at (405)879-0600.

Sincerely,



Aaron Adkins  
Regional Vice President  
Pinnacle Consulting Management Group, Inc.

SE

**APPROVED**