

PLANNING COMMISSION MEETING AGENDA
AUGUST 15, 2023



723 S Lewis Street
Room 1122B
Stillwater, OK 74074
5:30 PM

1. Call Meeting to Order

2. Introduction of newly appointed Planning Commissioner, Andrew J. Van Leuven.

3. Public Hearing

The Planning Commission will hear public comments, discuss, and take action including a vote or series of votes on each item unless otherwise indicated.

- a. Sam Navarro, **SPECIFIC USE PERMIT (SUP23-04)**, consideration, discussion and possible action, including recommending approval or denial of an application for a specific use permit to allow a Medical Marijuana Dispensary in the Commercial Shopping (CS) district at property addressed as 211 N. Perkins Road, Unit #10.
- b. **SHORT TERM RENTAL (STR-0110)**, consideration, discussion and possible action, including recommendation approval or denial of an application for a Short Term Rental from Lane Homes, LLC for property addressed as 1502 N. Wildwood Drive in the Single Family large Lot Residential (RSL) district. *(Tabled from August 1, 2023 Planning Commission Meeting.)*
- c. **SHORT TERM RENTAL (STR-0118)**, consideration, discussion and possible action, including recommendation approval or denial of an application for a Short Term Rental from Katherine Morris for property addressed as 311 S. Eyler Lane in the Single Family Small Lot Residential (RSS) district.
- d. IH Development, LLC, **PRELIMINARY PLAT (SUB20-02)**, consideration, discussion and possible action, including recommending approval or denial of an application for a preliminary plat to create a residential subdivision of 301 lots to be named Park Valley Addition on property currently addressed as 1823 W. 26th Avenue.

4. General Orders

The Commissioners will hear a staff presentation, discuss, and take action including a vote or series of votes on each item listed as presented or as amended or revised by the Planning Commission unless the agenda entry specifically states that no action will be taken. The requested Planning Commission action is indicated in each agenda entry but may be amended or revised prior to action by the Planning Commission.

- a. IH Development, LLC, **FINAL PLAT (SUB20-14)**, consideration, discussion and possible action, including recommending approval or denial of an application for a final plat to create a residential subdivision of 58 lots to be named Park Valley Addition, Section 1 on a portion of property currently addressed as 1823 W. 26th Avenue.

5. MISCELLANEOUS ITEMS FROM STAFF, PLANNING COMMISSIONERS OR CITY ATTORNEY FOR DISCUSSION AND POSSIBLE ACTION:
 - a. Next Planning Commission Meeting is September 12, 2023.
6. Adjourn

On _____ at _____, a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Suddenlink channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.
- Go to [eNotifications](#) for email notices when an agenda is posted. Select each elected or appointed board or committee for which you would like to receive notices.

Date of Meeting: August 15, 2022

Subject: Specific Use Permit: 211 North Perkins Road

Purpose of Report: The applicant requests review and approval of a Specific Use Permit to allow for a medical marijuana dispensary at the property addressed as 211 North Perkins Road, zoned CS Commercial Shopping.

Background: Oklahoma Law allows for medical marijuana facilities. Stillwater approved a text amendment to allow a medical marijuana dispensary in the CS zoning district with a specific use permit after it was approved statewide.

Application Processing Information:

Applicant – Sam Navarro

Property Owner – Bob Rose

Notice – Letters mailed to property owners within 300 feet and notice in the NewsPress

Processing Track:

Submittal Date – July 6, 2023

Planning Commission – August 15, 2023

City Council – September 18, 2023

Project/Site Design Data/Details:

Zoning – CS Commercial Shopping, Sec 23-151

Existing Use – Medical Marijuana Dispensary

Proposed Use – Medical Marijuana Dispensary

Parking – Sufficient shared parking on site.

Adequate Public Facilities Findings/Improvements:

- Streets/Traffic: The property has frontage on North Perkins Road.
- Transit Facilities/Bike Lanes or Trails/Sidewalks: The closest Oklahoma State University transit service are the Grey which runs along Hall of Fame and goes North on North Perkins Road. The Green Route is an evening route that runs to the Walmart at the corner of South Perkins Road and East Virginia Avenue. Sidewalks are located in along the east side of North Perkins Road.
- Water Service: City water service is available.
- Sanitary Sewer Service: City sewer service is available.
- Electric: City electric service is available.

Applicable City Plans/Policies:

The C³ Plan: Commercial (Page 10-8) use is indicated on the Future Land Use Plan.

Discussion: The applicant is requesting the approval of a specific use permit to use the property addressed as 211 North Perkins Road as a medical marijuana dispensary. The property is located

on the east side of North Perkins Road between Hall of Fame and Virginia Avenue. The existing building has CS zoning to the north, east and south with Commercial General to the west.

Findings:

1. Oklahoma State Law allows for medical marijuana facilities.
2. The Land Development Code allows the use of a medical marijuana dispensary in the Commercial Shopping zoning district with specific use permit.
3. Parking is sufficient for the intended use.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed specific use permit as presented.
2. Find that the specific use permit is not an appropriate use for the property based upon the impacts to the surrounding vicinity and do not recommend that the City Council approve the request.
3. Find that additional information or discussion is needed prior to making a recommendation and table the request to a certain date.

Prepared by:	Jacquelyn Porter, City Planner
Reviewed by:	Jeff Mathews, Community Development Director Joshua Brown, Project Manager
Date of Preparation:	July 24, 2023
Attachments:	Application and Area Map
Map Designation:	NW

CITY OF STILLWATER - DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REVIEW/ACTION

ZONING:

- ☐ Map Amendment
☐ Planned Unit Dev.
 ☐ Preliminary
 ☐ Final
 ☐ Subdivision
 ☐ Amendment
☒ Specific Use Permit
☐ Annexation

SUBDIVISION:

- ☐ Lot Split
☐ Commercial Minor Subdivision
☐ Minor Subdivision
☐ Preliminary Plat
☐ Final Plat

OTHER:

- ☐ Closing
☐ Drainage Plans/Study
☐ Drilling Permit
☐ Improvement Plans
☐ Right-of-Way Agreement
☐ Small Business Permit
☐ Text Amendment

SITE PLANS:

- ☐ Minor Amendment
☐ Final Drill Site Dev. Plan

Title of Subdivision/Plan/Use: Rosewood Hills shopping/original Green Boss
Owner(s) of Property: Bob Rose
Owner(s) Address: 40604 Hazel Dell Rd
Owner(s) Phone/Fax/Email: (405) 401-4131
Applicant/Developer of Property: Sam Navarro
Applicant/Developer Address: 850241 S. 3430 Chandler Cr 74854
Applicant/Developer Phone/Fax/Email: (405) 570-7557 Num2hyman@yahoo.com
Design Engineer address/phone/fax/email & Registration No.: _____

Surveyor address/phone/fax/email & Registration No.: _____

Address or Description of Property to be Subdivided/Developed: _____

Original Tract Deed Book and Page Number: _____

Number of Acres in Development: _____

Number of Lots Created: _____

Current Zoning/Requested Zoning: _____

Reason for zoning request/use permit/map amendment (describe project):

Dispensary

This application must be accompanied by the appropriate checklist for the type of item being submitted for review. This application must be completed, signed, and dated by the Applicant and Owner(s).

We do hereby certify that the information provided herein is both complete and accurate to the best of our knowledge, and we understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

 6/26/23
Applicant/Preparer Date

Owner/Agent (with documentation) Date

Applicant/Preparer Date

Owner/Agent (with documentation) Date

For City of Stillwater Use Only:

CASE NO#: SUP23-04

Submission Date: _____

Processing Tract: IRC 7/26/23 PC 8/15/23 CC 9/18/23

Approval Date: _____

Fees: _____ Number of Copies: _____

**City of Stillwater
Specific Use Permit (SUP)
Chapter 23, Article 6, Division 7**

Applications will be accepted Monday through Friday, from 8:30 AM to 11:30 AM
Per Resolution CC-2007-16

Because the uses identified as requiring specific use permits are more intense or have a greater impact than those permitted by right, such uses shall be evaluated based upon their ability to locate next to less intensive uses. This CHECKLIST identifies the items needed. All items indicated as SUCH are required for the submittal to be considered complete.

APPLICANT	REQUIREMENTS	CITY
	Section 23-180	
J	COMPLETED APPLICATION FORM AND CHECKLIST	JP
V	FILING FEE: NEW CONSTRUCTION @ \$350.00 PLUS \$0.01/SQ FOOT OF BUILDING OR EXISTING BUILDING @ \$250.00 SHALL BE PAID UPON VERIFICATION OF COMPLETE SUBMITTAL.	
V	A TYPEWRITTEN LIST, CERTIFIED BY A LICENSED ABTRACTOR, ATTORNEY, ENGINEER OR ARCHITECT OF ALL PROPERTY OWNERS WITHIN 300 FEET OF THE SUBJECT PROPERTY AND AN ELECTRONIC/DIGITAL COPY CAPABLE OF BEING REPRODUCED AS MAILING LABELS. THE OWNERSHIP LIST SHALL NOT HAVE BEEN PREPARED MORE THAN 30 DAYS PRIOR TO SUBMISSION OF APPLICATION.	CJG
J	TYPED LEGAL DESCRIPTION EMAILED TO DIGITALS@STILLWATER.ORG	CJG
	COPY OF EXISTING OR PROPOSED RESTRICTIVE COVENANTS	N/A
N/A	BUILDING ELEVATION DRAWINGS AND CONSTRUCTION MATERIALS WHEN ABUTTING A RESIDENTIAL DISTRICT.	
N/A	ELECTRONIC PDF DRAWING, EMAILED TO DIGITALS@STILLWATER.ORG shall show the following:	
[Handwritten squiggle]	a. Dimensions of the site, including easements and rights-of-way, and location with respect to streets and adjacent properties;	
	b. Dimension of buildings and location with respect to property boundaries;	
	c. Location and type of existing and proposed outdoor features such as signs, fences, landscaping, or outdoor light fixtures;	
	d. Location, arrangement, and dimensions of off-street parking and loading spaces and access drives;	
	e. Number of residential dwelling units, if any, per structure;	
	f. Any other physical features or characteristics which may be unique to the property or particular use proposed;	
	g. Existing use of abutting/adjoining properties	
	h. Existing zoning of the subject property and the abutting/adjoining properties;	
	i. Location of existing and proposed public utilities	
	j. Distance from any public place as defined in Oklahoma Administrative Code Title 310, Chapter 681 (Per Ordinance No. 3416)	
	COPY OF OKLAHOMA STATE DEPARTMENT OF HEALTH MEDICAL MARIJUANA LICENSE FOR ☐ COMMERCIAL GROWER ☐ PROCESSING/MANUFACTURING ☒ DISPENSARY/RETAIL (PER ORDINANCE NO. 3416)	CJG ?
N/A	FINAL DRAINAGE STUDY AND FINAL DRAINAGE PLAN (ARTICLE 19)	

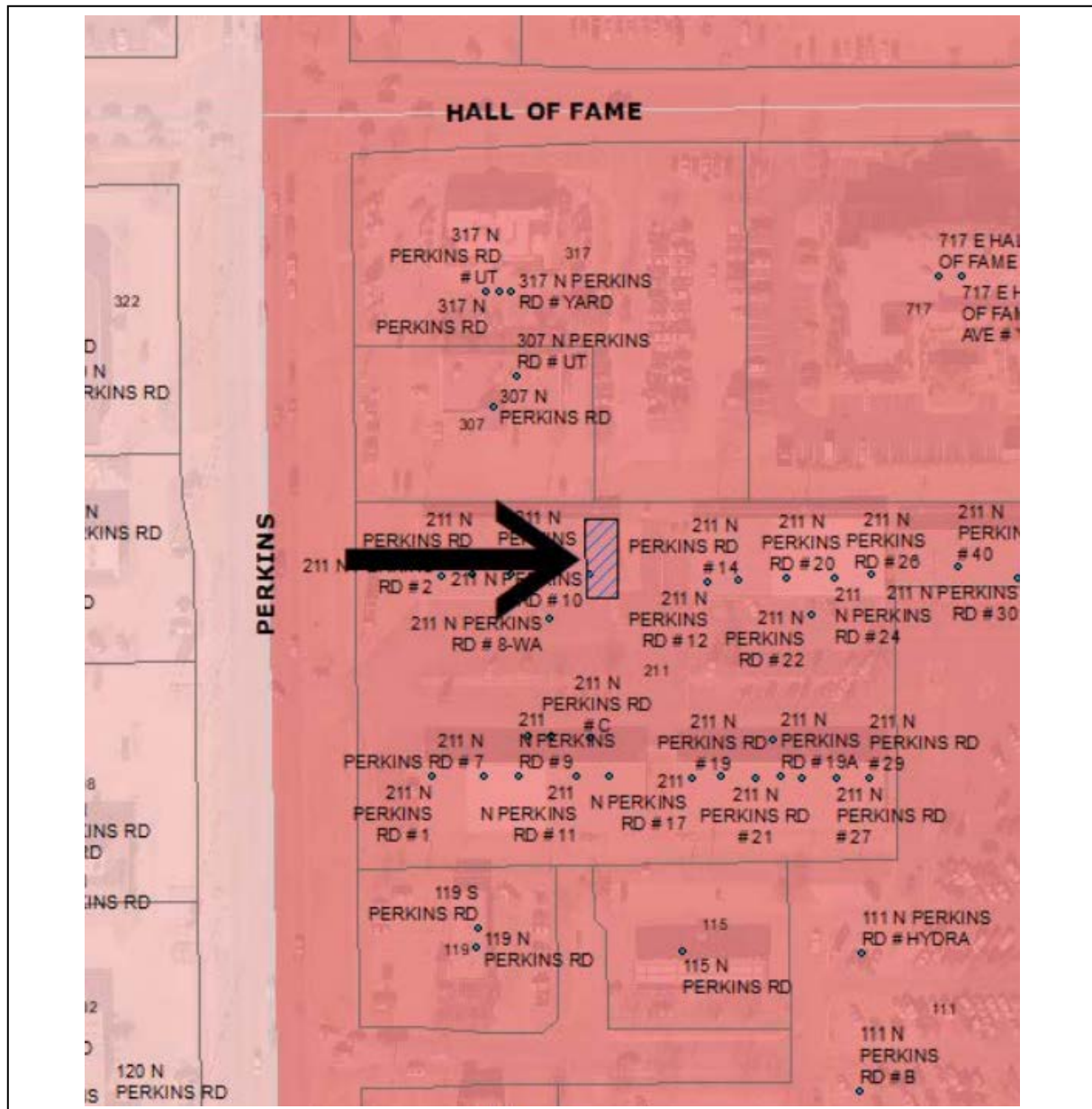
**City of Stillwater
Specific Use Permit (SUP)
Chapter 23, Article 7, Division 7**

INFORMATIONAL	
Required fire flows. Appendix B (2009 IFC)	
Hydrant spacing Section 507.5 and Appendix C (2009 IFC)	
Sprinkler requirements, Section 903 (IFC)	
Annual Inspections will occur to verify continual compliance with the conditions of approval of the SUP	

Certification: I hereby certify that the information provided herein is both complete and accurate to the best of my knowledge and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Preparer's Signature

Date



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: SUP23-04 – Specific Use Permit
Request: Allow MM Dispensary in CS District
Address: 211 N. Perkins Rd., Suite 10
Applicant: Sam Navarro

MEMORANDUM

DATE: 8/15/2023
TO: Stillwater Planning Commission
FROM: Diana Hood, Associate City Planner
SUBJECT: Short-Term Rental (STR) Application Review

Under the recent Ordinance 3435, short-term rentals (STR) are to be licensed with the City if located within RSL, RSS, or RT zoning districts. As part of the licensing process, property owners within 300-feet of the subject property are notified of the STR application and have 30-days within which to file an appeal to the licensing.

At this time, appeal(s) have been filed on STR application requests:

- **1502 N Wildwood Dr.** in the RSL district

The Planning Commission is the hearing body for STRs. The hearings will be held as a Specific Use Permit hearing except there is no staff report or presentation. The criteria by which the Planning Commission is to review the STR applications is Section 23.180, attached with the consideration criteria highlighted. The applicant for the STR has the burden for their case.

A question of private restrictions/covenants is likely to arise. The City cannot enforce private restrictions/covenants but the Planning Commission can give weight to them as part of the deliberative process.

	Application for RESIDENTIAL SHORT-TERM RENTAL
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Property Owner: Lane Homes LLC Mailing Address: 1011 S. Jardot
Stillwater, OK. 74075

Owner Contact Information: Phone: 405-334-6407 Email: lisanlane@hotmail.com

Property Management Contact Name: Debbie
Phone: 405-370-6332 Email: EmpyreanGlobalRealty@gmail.com

Property Street Address: 1502 N Wildwood Dr. Stillwater, OK. 74075

Zoning Classification: RSL Number of Bedrooms Offered for Rent: 5

URL for an advertisement of the rental: _____

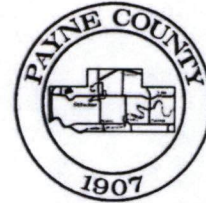
Required documents to be submitted with the residential short-term rental application.

SUBMITTED BY APPLICANT	DOCUMENT	VERIFIED BY CITY
	Completed Application form	
	Typewritten list & electronic/digital data capable of being reproduced as mailing labels, certified by the Payne County Assessor, licensed abstractor, attorney, engineer or architect, of all property owners within 300 feet of the subject property. List shall be prepared no more than 30 days prior to submission.	
	Initial application fee of \$100.00. NOTE: Licenses expire January 31 of each year or upon change of ownership. The annual renewal fee is \$10.00.	
	Completed Notarized Affidavit form verifying working smoke detectors, working carbon monoxide detector, and functioning fire extinguisher.	
	Floorplan depicting the location of: • Rooms provided for rent • Smoke detectors • Carbon monoxide detector • Fire extinguishers	
	Proof of Ownership by either a recorded deed, a recorded homestead exemption, or a screenshot of the ownership record from the Payne County Assessor (<u>Payne County Assessor website</u>)	
	Sales Tax Permit issued by State of Oklahoma or evidence tax collection is done by a rental agent. Evidenced by either a completed and executed contract or notarized statement from the rental agent.	

APPLICANT SIGNATURE: Shane Jardot DATE: 5-14-23

Date Application Received: <u>5-24-23</u>	Application # <u>STR-0110</u>	Received by: <u>ZK</u>
30-Day Objection Period: <u>6-26-23</u>	Objection Filed: ☒ YES ☐ NO	PC Hearing Date: _____
Approval Date: _____	Denial Date: _____	

James C Cowan
Payne County Assessor



CERTIFICATE OF OWNERSHIP

Re: Account # 600013475
Address: 1502 N Wildwood Dr

PAYNE COUNTY ASSESSOR'S OFFICE does hereby certify that every effort is made to produce and publish the most current and accurate ownership information possible. The ownership information reflects the tax roll of record owners per instruments filed in the Payne County Clerk's Office. Said ownership is located within the Three Hundred feet of the following described property, to-wit:

Lot Fifteen (15), Block Two (2), SWIM'S URBAN DEVELOPMENT, FIRST DIVISION OF THE FOURTH SECTION, WILDWOOD ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

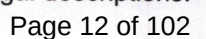
Attached you will find the current year's tax roll list of ownership that is within the Three Hundred feet of described legal. The ownership information includes the owner's name, mailing address, legal description, and situs address of the property if available.

The Payne County Assessor's Office believes this information to be true and correct at the time of Certification; however, no liability is or can be assumed by the undersigned with reference to the interpretation or validity of an instrument. This report is finished and accepted with the specific understanding above set forth.

Dated this 12 day of May, 2023.

PAYNE COUNTY ASSESSOR'S OFFICE

BY: Cynthia Ross





Payne County Oklahoma Assessor's Office

600013475
1502 N Wildwood Dr

Lane Homes, LLC
3221 S Fox Ledge Dr
Stillwater OK 74074-1721

2023 Market Value
\$419,680

KEY INFORMATION

Parcel ID	19N02E-11-1-SS921-002-0015		
Land Size	1.00	Land Unit	Lot
Class	UR	School District	Stillwater Town (016T)
Exemption	-	Section	11
Township	19N	Range	02E
2023 Taxes (Estimated)	\$3,602		
Neighborhood	Stillwater Northeast		
Legal Description	S U DEV 4TH WILDWOOD BLK 2 LOT 15		

2023 APPRAISAL DETAILS

Land Value	\$40,000
Building Value	\$375,100
Misc Imp Value	\$4,580
Total Market Value	\$419,680

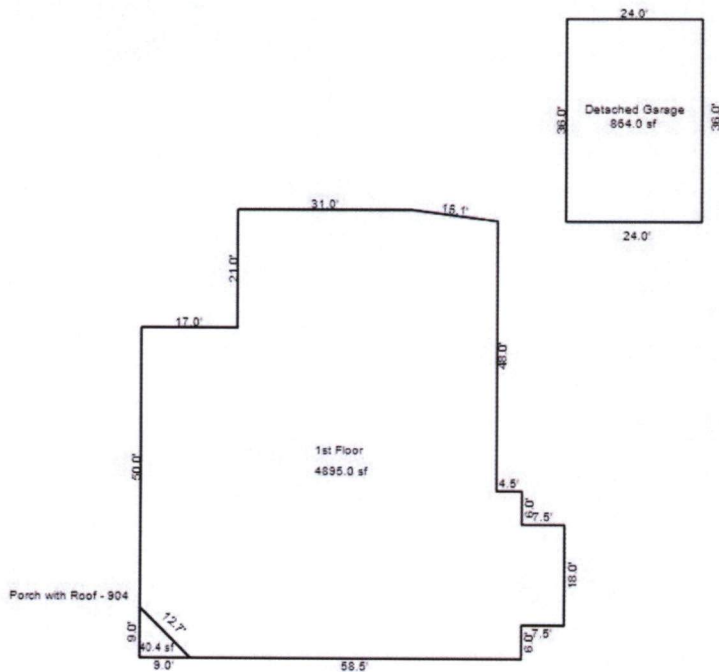
SALES

SALE DATE	SALE PRICE	DEED BOOK	DEED PAGE	INSTRUMENT TYPE	GRANTOR
08/16/2019	\$130,000	2522	892	Warranty Deed	Pettyjohn, Wayne A & Phyllis M TTEE
01/27/2014	\$0	2157	867	Quit Claim Deed	PETTYJOHN, WAYNE A
02/20/1992	\$0	972	693	Quit Claim Deed	-

BUILDING DETAILS

BUILDING (1) - 1502 N WILDWOOD DR

Type	Single-Family Residence	Style	One Story
Finished Living Area	4,895 sf	Basement	-
Quality	Average	Condition	Average
Year Built	1973	Exterior Walls	Veneer, Stone
Bedrooms	3	Roof Cover	Built-up Rock
Full Bath	2	HVAC	Warmed & Cooled Air
Half Bath	1	Garage Type	Detached Garage



MISC IMPROVEMENTS

IMPROVEMENT TYPE	UNITS/SQ FT	EST YEAR BUILT
Awning over Wood Deck, Metal	120	2007
Awning over Wood Deck, Metal	170	2007
Paving, Concrete	210	1973
Paving, Concrete	288	1973
Paving, Concrete	864	1973
Paving, Concrete	1020	1973
Single 1-Story Fireplace	2	1973
Wood Deck	282	2007

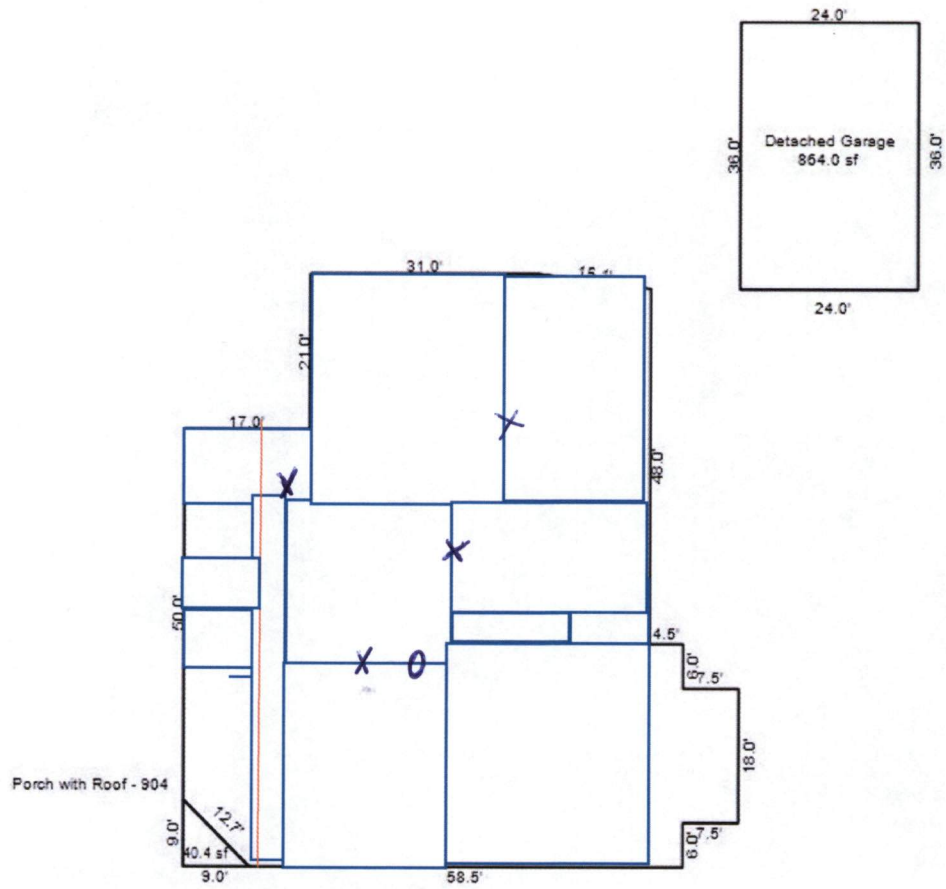
YARD ITEMS

DESCRIPTION	TOTAL UNITS	YEAR BUILT	LENGTH	WIDTH	HEIGHT
Carport, Flat Roof	380	2007	20	19	8

LAND

UNITS	USE CODE	WIDTH	DEPTH	DESCRIPTION	USE VALUE
1.00	Lot	143	143	S U Dev Wildwood	\$40,000





X - Smoke & Carbon Monoxide detectors
O - Fire Extinguisher

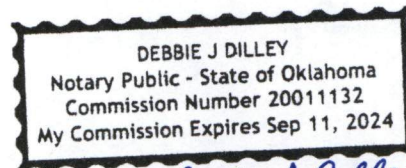
May 11, 2023

We have properly installed all smoke and carbon monoxide detectors needed at the property at 1502 Wildwood. (as shown on enclosed map)

Lisa Nasalroad

Thank you.

Lisa Nasalroad



Debbie J Dilley

5/13/23

PropertyID	Cadastral	Owner1	Owner2
600017017	SP190-001001-000000	Hilovsky, Greg F & Skiba, Sara A	
600017014	SP190-002001-000000	Brown, Andrue & Natalie	
600017013	SP190-002002-000000	Scheets, George M Jr & Kay M	
600017012	SP190-002003-000000	Lowery, Richard L TTEE	
600017010	SP190-002005-000000	Zirkle, Nelda K & Larry D CO-TTEES	Of Nelda K Zirkle Trust
600016999	SP190-005001-000000	Jackson, Robert K & Kathleen G	
600016998	SP190-005002-000000	Brooks, Toby D & Jody A ETAL	
600016985	SP190-005009-000000	Pool, Aaron F	
600016984	SP190-005010-000000	Scroggs, Danny H	
600013852	SS915-003010-000000	Yough, Michael S & Andrea S B	
600013850	SS915-003011-000000	Walker, James L & Becky L Brewer	
600013848	SS915-003012-000000	Dickey, Bettye F TTEE	
600013501	SS921-001009-000000	Parker, Jasper T & Portia M	
600013496	SS921-001010-000000	Lane Homes, LLC	
600013495	SS921-001011-000000	Mcmurtry, Leonard C & Anne L TTEE	
600013492	SS921-001012-000000	Gibbs, Lindsay & Kane, Kaite	
600013488	SS921-001013-000000	McKenzie, Emily & Diekelman, Nathan	
600013485	SS921-002011-000000	Mitchell, Brian L & Shelley E	
600013483	SS921-002012-000000	Morgan, Garry Wayne	
600013479	SS921-002013-000000	Fitz, Brewster E & Moder, Carol L	
600013476	SS921-002014-000000	Gulick, Zachary S	
600013475	SS921-002015-000000	Lane Homes, LLC	
600013473	SS921-002016-000000	Ward, Michael Paul & Terri Jo	
600013440	SS923-001013-000000	Mueggenborg, Matthew L & Bridget	
600013422	SS923-002009-000000	Sartin, Ralph M & M Donna	
600013417	SS923-002010-000000	Harmon, Walt & Marsha	
600012573	SZ999-19N02E-11A002	Lowe's Home Centers, Inc	Attn: Tax Dept

Mailing	City	State	ZipCode	PrimaryLoc
1421 N Wildwood Dr	Stillwater	OK	74075	1421 N Wildwood DrStillwater, OK 74075
14 Pecan Dr	Stillwater	OK	74075	14 Pecan DrStillwater, OK 74075
12 Pecan Dr	Stillwater	OK	74075	12 Pecan DrStillwater, OK 74075
10 Pecan Dr	Stillwater	OK	74075	10 Pecan DrStillwater, OK 74075
8 Pecan Dr	Stillwater	OK	74075	8 Pecan DrStillwater, OK 74075
9 Pecan Dr	Stillwater	OK	74075	9 Pecan DrStillwater, OK 74075
7 Pecan Dr	Stillwater	OK	74075	7 Pecan DrStillwater, OK 74075
1414 N Wildwood Dr	Stillwater	OK	74075	1414 N Wildwood DrStillwater, OK 74075
11 Pecan Dr	Stillwater	OK	74075	11 Pecan DrStillwater, OK 74075
1601 N Glenwood Dr	Stillwater	OK	74075	1601 N Glenwood DrStillwater, OK 74075
1523 N Glenwood Dr	Stillwater	OK	74075	1523 N Glenwood DrStillwater, OK 74075
1511 N Glenwood Dr	Stillwater	OK	74075	1511 N Glenwood DrStillwater, OK 74075
1609 N Wildwood Dr	Stillwater	OK	74075	1609 N Wildwood DrStillwater, OK 74075
3221 S Fox Ledge Dr	Stillwater	OK	74074	1601 N Wildwood DrStillwater, OK 74075
1525 N Wildwood Dr	Stillwater	OK	74075	1525 N Wildwood DrStillwater, OK 74075
1523 N Wildwood Dr	Stillwater	OK	74075	1523 N Wildwood DrStillwater, OK 74075
1501 N Wildwood Dr	Stillwater	OK	74075	1501 N Wildwood DrStillwater, OK 74075
1620 N Wildwood Dr	Stillwater	OK	74075	1620 N Wildwood DrStillwater, OK 74075
1518 N Wildwood Ct	Stillwater	OK	74075	1518 N Wildwood CtStillwater, OK 74075
1512 N Wildwood Ct	Stillwater	OK	74075	1512 N Wildwood CtStillwater, OK 74075
1508 N Wildwood Ct	Stillwater	OK	74075	1508 N Wildwood CtStillwater, OK 74075
3221 S Fox Ledge Dr	Stillwater	OK	74074	1502 N Wildwood DrStillwater, OK 74075
5015 Lindsley Ave	Dallas	TX	75223	1602 N Wildwood DrStillwater, OK 74075
1617 N Wildwood Dr	Stillwater	OK	74075	1617 N Wildwood DrStillwater, OK 74075
1618 Chiquita Ct	Stillwater	OK	74075	1618 E Chiquita CtStillwater, OK 74075
1616 N Wildwood Dr	Stillwater	OK	74075	1616 N Wildwood DrStillwater, OK 74075
1000 Lowes Blvd	Mooreville	NC	28117	1616 N Perkins RdStillwater, OK 74075

LegalDescr

PECAN GROVE ADD BLK 1 LOT 1

PECAN GROVE ADD BLK 2 LOT 1

PECAN GROVE ADD BLK 2 LOT 2

Pecan Grove Add Blk 2 Lots 3-4 & Pt Lot 1 Blk 3 Lying W Of Lots 3-4 Blk 2 Beg SW/C Lot 4 Blk 2; Wly On W/L 328'S

PECAN GROVE ADD BLK 2 LOT 5

PECAN GROVE ADD BLK 5 LOT 1

PECAN GROVE ADD BLK 5 LOT 2

PECAN GROVE ADD BLK 5 LOT 9

PECAN GROVE ADD BLK 5 LOT 10

S U DEV WILDWOOD ADD BLK 3 LOT 10

S U DEV WILDWOOD ADD BLK 3 LOT 11

S U DEV WILDWOOD ADD BLK 3 LOT 12

S U DEV 4TH WILDWOOD BLK 1 LOT 9

S U DEV 4TH WILDWOOD BLK 1 LOT 10

S U DEV 4TH WILDWOOD BLK 1 LOT 11

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S U DEV 4TH WILDWOOD BLK 2 LOT 14

S U DEV 4TH WILDWOOD BLK 2 LOT 15

S U DEV 4TH WILDWOOD BLK 2 LOT 16

SUD 4TH WILDWOOD 2ND BLK 1 LOT 13 & S-28' LOT 12

Sud 4th Wildwood 2nd Blk 2 Lot 9 & Prt Of Lot 10 Beg SW/C Lot 10 N73°E-63.7' N15°W-86' N36°E-23.56' Wly Aro

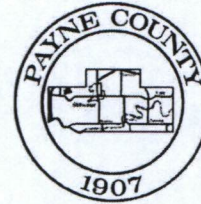
Sud 4th Wildwood 2nd blk 2 lot 10 Less Tr Beg SW/C LOT 10; N73°E-63.7' N15°W-86' N36°E-23.56' WLY Around C

MISC TR 11-19N-02E A-2 (19acm/l) BEG SE/C NE/4; W-946.78' NWLY-163.46' N16°W-429' S73°W-10' N16°W-22'

Of NW/C Lot 1 N-328' E Alg N/L To NW/C Lot 3 Blk 2 Sly Alg Lot Lines Of Lots 3-4 To POB

ound Cue To R Rad 50' Dist 21.27' To Most Ely Corner Lot 9 Swly-120' POB
Due To R Rad 50' Dist 21.27' To Ely Corner Of Lot 9 Swly-120' POB
2.94' E-1185.15' S-780' POB

James C Cowan
Payne County Assessor



CERTIFICATE OF OWNERSHIP

Re: Account # 600013475
Address: 1502 N Wildwood Dr

PAYNE COUNTY ASSESSOR'S OFFICE does hereby certify that every effort is made to produce and publish the most current and accurate ownership information possible. The ownership information reflects the tax roll of record owners per instruments filed in the Payne County Clerk's Office. Said ownership is located within the Three Hundred feet of the following described property, to-wit:

Lot Fifteen (15), Block Two (2), SWIM'S URBAN DEVELOPMENT, FIRST DIVISION OF THE FOURTH SECTION, WILDWOOD ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

Attached you will find the current year's tax roll list of ownership that is within the Three Hundred feet of described legal. The ownership information includes the owner's name, mailing address, legal description, and situs address of the property if available.

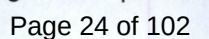
The Payne County Assessor's Office believes this information to be true and correct at the time of Certification; however, no liability is or can be assumed by the undersigned with reference to the interpretation or validity of an instrument. This report is finished and accepted with the specific understanding above set forth.

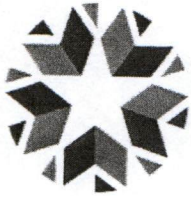
Dated this 12 day of May, 2023.

PAYNE COUNTY ASSESSOR'S OFFICE

BY: Cynthia Ross

Attn: Tax Dept





OKLAHOMA Tax Commission



LANE HOMES LLC
1011 S JARDOT RD
STILLWATER OK 74074-4915

Date Issued: May 12, 2023

Letter ID: L0714724288

Taxpayer ID: **-***3444

TRO

Licenses/Permits at this Location SALES TAX PERMIT

County PAYNE COUNTY

Holders of an Oklahoma Sales Tax Permit will find notice of penalties for violation of the Oklahoma Sales Tax code at tax.ok.gov

If the sales tax permit at this location becomes invalid then all associated permits will become invalid. If the business changes location or ownership or is discontinued for any reason, this permit must be returned to the Oklahoma Tax Commission for cancellation WITH AN EXPLANATION ON THE REVERSE SIDE.

Sales Account ID

STS-13572138-06

Site Permit Number

812257280

Business Location	Industry Code	City Code	Site Effective	Expires
LANE HOMES 1011 S JARDOT RD STILLWATER OK 74074-4915	531311	6071	May 11, 2023	May 11, 2026

PLEASE POST IN CONSPICUOUS PLACE

Mark Wood, Chairman
Shelly Paulk, Vice-Chairman
Charles Prater, Secretary Member

Non-Transferable

This permit is a probationary permit for the first six (6) months after the permits issuance. After the probationary period has passed, this permit will be valid for an additional thirty (30) months unless you are notified of the Commissions refusal to extend the permit. You may not use the permit during the probationary period to obtain a commercial license plate for your motor vehicle.

The probationary permit will not automatically be renewed if (1) factual inaccuracies are included in the application, (2) you or any of the partners, officers or members of the entity holding the probationary permit are delinquent in the filing of tax returns and/or payment of taxes, or (3) you have purchased the business or stock of goods/assets from a business who has a tax liability.

From: Kaite Gibbs <Kaite.Gibbs@outlook.com>
Sent: Tuesday, June 20, 2023 8:46 PM
To: CityClerk
Subject: Application # STR-0110

'23JUN22AM7:18

CITY CLERKS OFFICE

This email originated from an **External Source**. Please use proper judgement and **Caution** when opening attachments, clicking links, or responding to this email.

To whom it may concern,

I am writing this letter as an objection to the application # SRT-0110 regarding the Single-Family Large Lot Residence at 1502 N Wildwood Drive. I received notification that the current owners, Lane Homes, LLC, have submitted the application because I live within 300 feet of the property. My reason for objection is due to previous experience with this company. Their storage unit rental on Lakeview is where I had this experience. My family had two units rented at this location and for many years had successful relationship. In 2021, we chose to part ways with this facility. At some point between 2009 and 2021 ownership or management changed and the quality of service changed as well, negatively impacted. Shortly before we ended the rental there had been a fire in one of the other tenant's units, I believe due to someone operating machinery there on the site. The final straw was when somehow a burglar had made their way in and climbed from unit to unit rummaging and destroying property. Our unit was one effected by the burglary, yet no one on the staff thought they needed to contact us to let us know. We came one day to check on things and found my deceased mother's belongings trashed and strewn about the unit. My father went to the management to let them know something had occurred so they could inform other tenants and they already knew acting like it wasn't a big deal. To me if they are going to act this way about a property that houses their offices and employees, they aren't going to give a care in the world to the neighborhood on Wildwood.

My husband and I grew up here in Stillwater, both graduates of Stillwater High. He a graduate of Langston University and I, Oklahoma State. We chose this neighborhood to live in because as a high school student learning to drive, I drove through it thinking how nice it is. Everyone takes care of their property, without an HOA, relatively no rental/college student residents. We bought this house to raise a family because it is quiet and the neighbors are respectful. We have cul-de-sac cookouts twice a summer. The Pettyjohn's that used to own the home at 1502 started the cookouts. We were the young ones in the neighborhood, at 35, back in 2013 when we bought the house. Now there are children present in this neighborhood again with several young families moving into the homes of people that have retired and downsized, or unfortunately passed away.

This is one small part of town that still looks like it did when I was growing up (in a good way). Friends that visit are pleasantly surprised this neighborhood exists when they come by. We are already dealing with the uptick in traffic from the Husband road bridge detour traffic. People are racing through the once quiet street. My wish is that when the bridge is complete, that the traffic will go back down and the kids in the neighborhood can once again safely ride their bikes down the street and play in their FRONT yards. I don't see that happening if this property becomes a short-term rental.

I have stayed in short-term rentals myself and they are always on main thoroughfares, or in townhome complexes, not tucked away in a family oriented residential area. This location does not seem like a good fit for a short-term rental no matter who the owners of the property may be. As soon as I received the notice in the mail I was not in favor of the change. After discovering who the property owners are, I am adamant that this would not be a good fit for the neighborhood.

The notice indicates that hearing will be scheduled if there is objection. If given the option, I would rather not speak if possible. I am not one that likes to do such things. If contact is needed my phone number is (405)880-3429, please leave a voicemail or text message and I will get back with you promptly.

Thank you for your consideration,

Kaite Gibbs
1523 N Wildwood Drive

MEMORANDUM

DATE: 8/15/2023
TO: Stillwater Planning Commission
FROM: Jacquelyn Porter, City Planner
SUBJECT: Short-Term Rental (STR) Application Review

Under the recent Ordinance 3435, short-term rentals (STR) are to be licensed with the City if located within RSL, RSS, or RT zoning districts. As part of the licensing process, property owners within 300-feet of the subject property are notified of the STR application and have 30-days within which to file an appeal to the licensing.

At this time, appeal(s) have been filed on STR application requests:

- **311 S Eyler Ln** in the RSS district and the Westwood Overlay district

The Planning Commission is the hearing body for STRs. The hearings will be held as a Specific Use Permit hearing except there is no staff report or presentation. The criteria by which the Planning Commission is to review the STR applications is Section 23.180, attached with the consideration criteria highlighted. The applicant for the STR has the burden for their case.

A question of private restrictions/covenants is likely to arise. The City cannot enforce private restrictions/covenants but the Planning Commission can give weight to them as part of the deliberative process.

	Application for RESIDENTIAL SHORT-TERM RENTAL
--	--

Property Owner: Katherine Morris Mailing Address: 3002 Saint Tropez Ct. McKinney, TX 75070

Owner Contact Information: Phone: 214-726-5455 Email: kbluebonnet16@gmail.com

Property Management Contact Name: N/A

Phone: _____ Email: _____

Property Street Address: 311 Eyler Ln., Stillwater OK 74074

Zoning Classification: UR Number of Bedrooms Offered for Rent: 5

URL for an advertisement of the rental. see attachment
airbnb.com/107592835101671270

Required documents to be submitted with the residential short-term rental application.

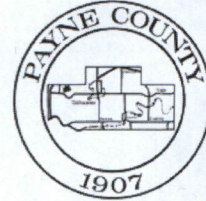
SUBMITTED BY APPLICANT	DOCUMENT	VERIFIED BY CITY
	Completed Application form	
<u>emailed by Bruce from Payne County</u>	Typewritten list & electronic/digital data capable of being reproduced as mailing labels, certified by the Payne County Assessor, licensed abstractor, attorney, engineer or architect, of all property owners within 300 feet of the subject property. List shall be prepared no more than 30 days prior to submission.	
	Initial application fee of \$100.00. NOTE: Licenses expire January 31 of each year or upon change of ownership. The annual renewal fee is \$10.00.	✓
	Completed Notarized Affidavit form verifying working smoke detectors, working carbon monoxide detector, and functioning fire extinguisher.	✓
	Floorplan depicting the location of: • Rooms provided for rent • Smoke detectors • Carbon monoxide detector • Fire extinguishers	✓
	Proof of Ownership by either a recorded deed, a recorded homestead exemption, or a screenshot of the ownership record from the Payne County Assessor (Payne County Assessor website)	✓
	Sales Tax Permit issued by State of Oklahoma or evidence tax collection is done by a rental agent. Evidenced by either a completed and executed contract or notarized statement from the rental agent.	✓

APPLICANT SIGNATURE: Katherine Morris

DATE: 6/21/2023

Date Application Received: <u>6-21-23</u>	Application # <u>STR-0118</u>	Received by: <u>AL</u>
30-Day Objection Period: <u>7-24-23</u>	Objection Filed: ☒ YES ☐ NO	PC Hearing Date: <u>9-12-23</u>
Approval Date: _____	Denial Date: _____	

James C Cowan
Payne County Assessor



CERTIFICATE OF OWNERSHIP

Re: Account # 600023400
Address: 311 S Eyler Ln

PAYNE COUNTY ASSESSOR'S OFFICE does hereby certify that every effort is made to produce and publish the most current and accurate ownership information possible. The ownership information reflects the tax roll of record owners per instruments filed in the Payne County Clerk's Office. Said ownership is located within the Three Hundred feet of the following described property, to-wit:

Lot Four (4), in Block Eleven (11), DUCK ADDITION to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

Attached you will find the current year's tax roll list of ownership that is within the Three Hundred feet of described legal. The ownership information includes the owner's name, mailing address, legal description, and situs address of the property if available.

The Payne County Assessor's Office believes this information to be true and correct at the time of Certification; however, no liability is or can be assumed by the undersigned with reference to the interpretation or validity of an instrument. This report is finished and accepted with the specific understanding above set forth.

Dated this 15 day of June, 2023.

PAYNE COUNTY ASSESSOR'S OFFICE

BY:

A handwritten signature in cursive script, appearing to read "Bruce Battle".

Property ID	County	Owner	Address	City	State	Zip	County	Legal Description
60021873	OK	Metall, James K & Beverly K TTEE	2205 W 4th Ave	Stillwater	OK	74074	US	INGHAM'S ADD BLK 5 LOT 1 & E-45' LOT 2
60021873	OK	Metall, James K & Beverly K TTEE	424 S Ridge Dr	Stillwater	OK	74074	US	INGHAM'S ADD BLK 5 LOT 16
60021881	OK	Metall, James K & Beverly K TTEE	PO Box 1449	Stillwater	OK	74074	US	INGHAM'S ADD BLK 1 LOT 5
60021881	OK	Metall, James K & Beverly K TTEE	2128 W 3rd Ave	Stillwater	OK	74074	US	INGHAM'S ADD BLK 1 LOT 5
60021885	OK	Metall, James K & Beverly K TTEE	335 S Ridgeway Dr	Stillwater	OK	74074	US	INGHAM'S ADD BLK 4 LOT 3
60021885	OK	Metall, James K & Beverly K TTEE	335 S Ridgeway Dr	Stillwater	OK	74074	US	INGHAM'S ADD BLK 4 LOT 3
60021885	OK	Metall, James K & Beverly K TTEE	2518 E 17th Pl	Tulsa	OK	74104	US	INGHAM'S ADD BLK 4 LOT 3
60021885	OK	Metall, James K & Beverly K TTEE	2118 W 3rd Ave	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	2118 W 3rd Ave	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	3224 S 29th St	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	3224 S 29th St	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	2024 W 3rd Ave	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	2111 W 3rd Ave	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	2111 W 3rd Ave	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	3125 Willis St	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	3002 Saint Tropez Ct	McKinney	TX	75070	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	4218 Prescott Dr	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	2108 W 5th Ave	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	401 Eyer Ln	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	401 Eyer Ln	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	PO Box 351	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	2121 W 3rd Ave	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	401 S Ridge Dr	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	3325 Elizabeth Ct	Tampa	FL	33629	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	15469 S 353rd East Ave	Coweta	OK	74429	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	304 S Duck St	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	2021 W 3rd Ave	Stillwater	OK	74074	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8
60021885	OK	Metall, James K & Beverly K TTEE	7401 S Walker Ave	Oklaoma City	OK	73139	US	Brown Moore Add Blk 2 Lot 7 & W-15' of Lot 8

Date: June 21, 2023

My legal name is Katherine Clouse Morris and I reside at 3002 Saint Tropez Court, in McKinney, Texas. I own the property at 311 S Eyler Lane in Stillwater, Oklahoma.

Being duly sworn, I hereby declare under oath that:

My property at 311 S Eyler Lane, Stillwater, OK, 74074, has a working smoke/carbon monoxide detector in each of the 5 bedrooms. Additionally, there are 2 fire extinguishers: 1 is located in the kitchen and 1 is located in the bar in the house addition.

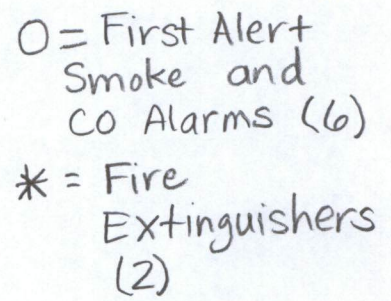
Under penalty of perjury, I hereby declare and affirm that the above-mentioned statement is, to the best of my knowledge, true and correct.

Signature: Katherine Morris

Date: 6-21-2023

Notary: Teresa Powers
exp. 3-6-2024







Payne County Oklahoma Assessor's Office

600023400
311 S Eyler LnMorris, Katherine J & Jackie W
3002 Saint Tropez Ct
Mckinney TX 750702023 Market Value
\$310,230

KEY INFORMATION

Parcel ID	19N02E-15-3-SD765-011-0004		
Land Size	1.00000	Land Unit	Lot
Class	UR	School District	Stillwater Town (016T)
Exemption	-	Section	15
Township	19N	Range	02E
2023 Taxes (Estimated)	\$3,495		
Neighborhood	Stillwater OSU/Campus		
Legal Description	DUCK ADD BLK 11 LOT 4		

2023 APPRAISAL DETAILS

Land Value	\$57,490
Building Value	\$238,490
Misc Imp Value	\$14,250
Total Market Value	\$310,230

SALES

SALE DATE	SALE PRICE	DEED BOOK	DEED PAGE	INSTRUMENT TYPE	GRANTOR
06/18/2021	\$0	2638	508	Affadavit	Ahrberg, Sally S & Ahrberg, Robert F Jr TTEE
06/18/2021	\$260,000	2638	509	Warranty Deed	Mahoney, Anne Ahrberg & Ahrberg, Robert Fred Jr CO-TTEE
08/30/2018	\$0	2475	749	Affadavit	Ahrberg, Robert F & Sally J
08/30/2018	\$0	2475	754	Warranty Deed	Ahrberg, Sally J
08/30/2018	\$0	2479	488	Correction Instrument	Ahrberg, Sally S & Robert F

BUILDING DETAILS



Payne County Oklahoma Assessor's Office

Results

311 eyler

All

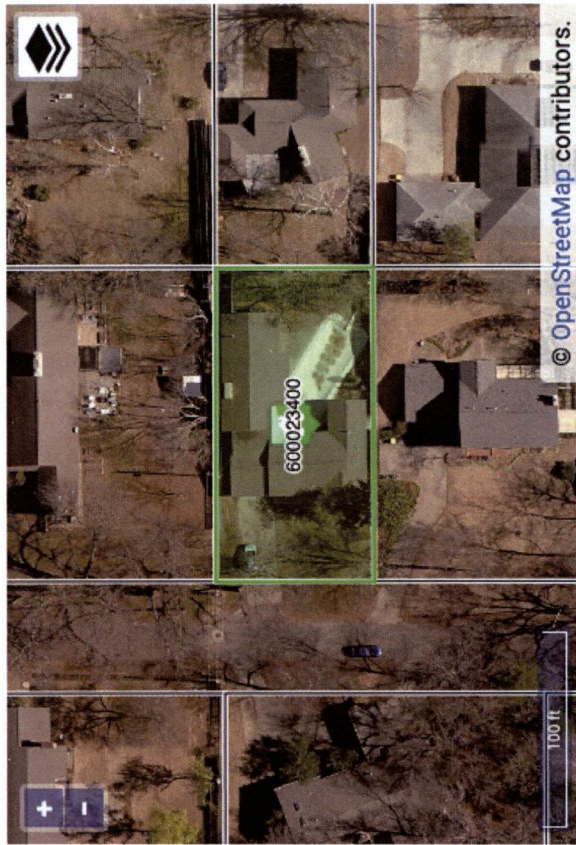
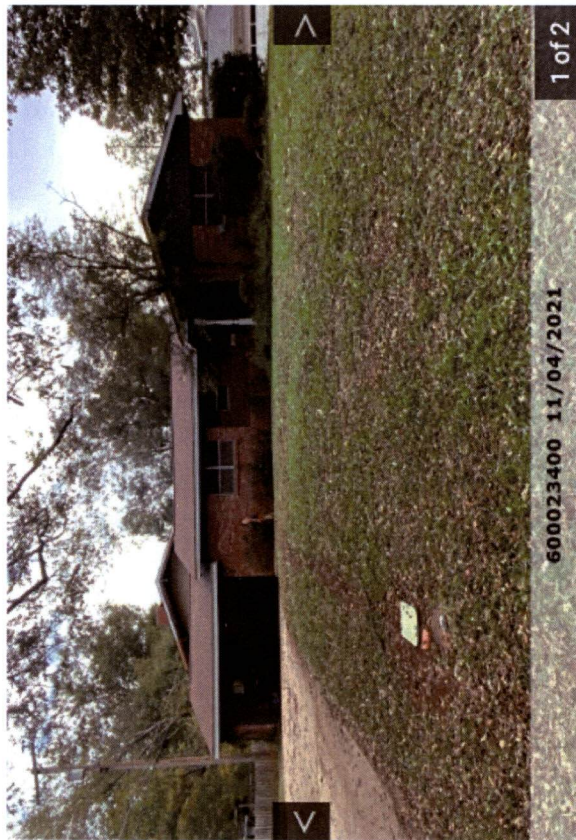


600023400

311 S Eyler Ln

Morris, Katherine J & Jackie W
3002 Saint Tropez Ct
Mckinney TX 75070

2023 Market Value
\$310,230



Overview

Sales

Buildings

Yard Items

Land

Find Comparables

Community

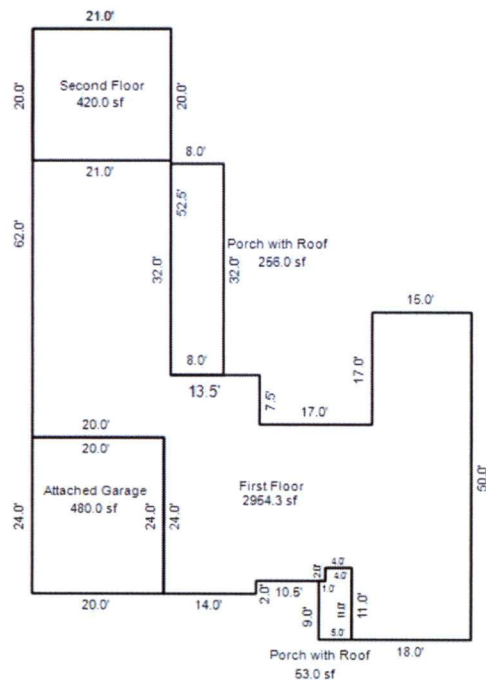
Eagleview

Appeal

More

BUILDING (1) - 311 S EYLER LN

Type	Single-Family Residence	Style	1 1/2 Story Finished
Finished Living Area	3,374 sf	Basement	-
Quality	Average	Condition	Average
Year Built	1959	Exterior Walls	Frame, Siding, Wood
Bedrooms	5	Roof Cover	Composition Shingle
Full Bath	3	HVAC	Warmed & Cooled Air
Half Bath	1	Garage Type	Attached Garage



MISC IMPROVEMENTS

IMPROVEMENT TYPE	UNITS/SQ FT	EST YEAR BUILT
Paving, Concrete	1253	1959
Swimming Pool, Vinyl Lined, Fiberglass	800	1959
Tool Shed	32	1994

YARD ITEMS

DESCRIPTION	TOTAL UNITS	YEAR BUILT	LENGTH	WIDTH	HEIGHT
Paving, Concrete	1253	1959	-	-	-
Swimming Pool, Vinyl Lined, Fiberglass	800	1959	20	40	-
Tool Shed	32	1994	4	8	5

LAND

UNITS	USE CODE	WIDTH	DEPTH	DESCRIPTION	USE VALUE
1.25000	Lot	80	160	Duck Add	\$57,490



Data last updated: 06/16/2023

Rules

Occupancy tax collection and remittance by Airbnb in Oklahoma

State of Oklahoma

Guests who book Airbnb listings that are located in the State of Oklahoma will pay the following taxes as part of their reservation:

- Oklahoma Sales Tax: 4.5% of the listing price including any cleaning fees. For detailed information, visit the [Oklahoma Tax Commission](#) website.
- Local Sales and Use Tax: The local sales and use tax rates vary by city and county. The rate is typically 1.0%-5.5% of the listing price including any cleaning fees. For detailed information, visit the [Oklahoma Tax Commission](#) website.
- State-Administered Local Lodging Tax: The local lodging tax rates vary by city and county. The rate is typically 5% of the listing price including any cleaning fees. For detailed information, visit the [Oklahoma Tax Commission](#) website.

The Retro House

AirBnB Link:

https://www.airbnb.com/rooms/907592835101671270?check_in=2023-06-23&check_out=2023-06-25&source_impression_id=p3_1687359220_iTRdBCc7ukdk1%2BWC&previous_page_section_name=1000&federated_search_id=8cfc9205-280d-4b9f-9442-f1c43af86296



3 nights · Jun 23 – 25

\$209 x 3 nights \$626

Smart Pricing average [?](#)

Special offer -\$125

Cleaning fee \$100

Guest service fee \$85

Guest price before taxes \$686

Taxes \$56

Guest total \$742

You earn \$583

Close

Login or sign up to book

Country/Region
United States (+1)

Phone number

We'll call or text you to confirm your number. Stand

Cor



Continu



Price breakdown

\$220.00 x 2 nights

\$440.00

Special offer

Available for this listing's first 3 bookings only

-\$68.00

Airbnb service fee

\$52.52

Taxes

\$34.64

Total

\$459.16



Entire home
The Retro House

Price breakdown

\$459.16

\$34.64

\$424.52

Teresa Kadavy

CITY OF STILLWATER

From: Ann Berry <jaberry351@outlook.com>
Sent: Wednesday, July 19, 2023 10:23 PM
To: CityClerk
Subject: Objection

'23JUL20AM7:50
CITY CLERKS OFFICE

This email originated from an **External Source**. Please use proper judgement and **Caution** when opening attachments, clicking links, or responding to this email.

Madam:

I am the owner of the property located at 402 S. Willis in Stillwater. I received the notice of filing of Application No. STR-118 for Short Term Rental License by Katherine Morris for the property at 311 S. Eyler Lane.

I object. I look forward to receiving notice of the hearing before the Planning Commission.

Sincerely,

James E. Berry

'23JUL20PM2:27

CITY CLERKS OFFICE

OBJECTION

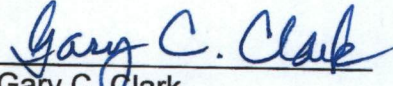
City Clerk
City of Stillwater
cityclerk@stillwater.org

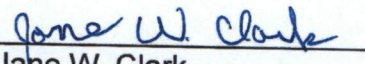
Madam:

We are the owners of the property located at 320 Eyler Ln in Stillwater. We received the notice of filing of Application No. STR-118 for a Short Term Rental License by Katherine Morris for the property at 311 S. Eyler Lane.

We object. We look forward to receiving notice of the hearing before the Planning Commission.

Sincerely,


Gary C. Clark


Jane W. Clark

Teresa Kadavy

CITY OF STILLWATER

STR-0118

From: Hilary Hunt <hhunt@stillwaterhabitat.org>
Sent: Thursday, July 13, 2023 2:51 PM
To: CityClerk; Gary Clark
Subject: Short Term Rental objection

'23JUL13PM8:09

CITY CLERKS OFFICE

This email originated from an **External Source**. Please use proper judgement and **Caution** when opening attachments, clicking links, or responding to this email.

STR-0118

Hello,

I received notice that the home to the south of mine at 311 S Eyler lane has applied for a short term rental zoning change in our single family residential zoned neighborhood in the Westwood overlay.

I am writing to voice my opposition to the rezoning. Not only does this negatively affect the culture of our family neighborhood, it is in direct violation of the Westwood Neighborhood overlay code limiting occupants to 3 non-related persons. The size of the home lends itself to overcrowding (the Airbnb listing promotes accommodating up to 10 guests) and there is inadequate parking to accommodate such a party. I anticipate noise issues, illegal parking and general disruption to the neighbors. On a personal note, my children enjoy riding their bicycles in the quiet cul de sac this street sits on and I enjoy giving them that independence knowing all of the homeowners on the street. I do not want to have to limit access to their neighborhood streets for fear of a huge increase in unfamiliar traffic and potential recklessness.

Professionally, I have seen only negative ramifications from the number of short term rental permits issued in the city, driving up long term rental costs and real estate costs making affordable housing an even greater problem in our already struggling community.

I will be happy to attend any hearing and speak publicly about these concerns and I hope that the city will respect the wishes of the Westwood neighborhood and promote a family friendly community.

Thank you for the opportunity to be heard regarding this matter.

In partnership,
Hilary

Hilary Hunt
Executive Director
Habitat for Humanity of Stillwater
405-377-0403

Teresa Kadavy

STR-0118

From: Larry Tower <larrytower2@gmail.com>
Sent: Friday, July 14, 2023 8:34 AM
To: CityClerk
Subject: Reclassification of property at 311 S. Eyler

CITY OF STILLWATER

'23JUL14AM8:52

This email originated from an External Source. Please use proper judgement and Caution when opening attachments, clicking links, or responding to this email.

CITY CLERKS OFFICE

A family from Dallas has applied for what I consider, an illegal rental in our Westwood Neighborhood Association area. This area is a family area with small children living next door to the 311 S. Eyler home. The parking at that address is not adequate for a large rental. Eyler Street is a dead end street and has no curbs. Parking is not allowed on either side of the street, so occupants would have to park either on the grass of 2 residents or on 3rd in front of current residents homes. Also, in 2021, a drunk driver ran into my home after attending a party down the street. This is not a neighborhood for large groups that might have drinking involved. I have lived on the corner of W. 3rd and Eyler since 1974. It is a quiet, peaceful area and to allow a part time rental just doesn't make sense. Yard upkeep has also been a problem since the property changed ownership.

Refusing this request is the correct thing to do.

Thank you,
LarryTower
2121 W. 3rd
Stillwater OK

Sent from my iPhone

CITY OF STILLWATER

'23JUL19PM1:50

OBJECTION

City Clerk
City of Stillwater
cityclerk@stillwater.org

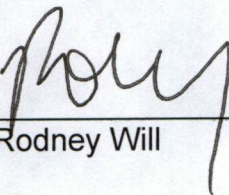
CITY CLERKS OFFICE

Madam:

My wife and I are owners of the property located at 2114 W. 3rd Ave in Stillwater. We received the notice of filing of Application No. STR-118 for a Short Term Rental License by Katherine Morris for the property at 311 S. Eyler Lane.

We object. We look forward to receiving notice of the hearing before the Planning Commission.

Sincerely,

 7/19/23
Rodney Will

Date of Meeting: August 15, 2023

Subject: Preliminary Plat: Park Valley Addition

Purpose of Report: The applicant requests review and approval of a preliminary plat addressed at 1823 West 26th Avenue.

Previous Meeting: May 12, 2020 Planning Commission (Report is hereto attached)
[May 2, 2023 Planning Commission](#)

Background:

At the May 2, 2023 Planning Commission Meeting, Planning Commission motioned for approval with a condition of the preliminary plat upon the verification of ownership of the subject property. The applicant has provided a Correction of Warranty Deed to clarify the ownership of the southern portion of the subject property. The current ownership of the subject property is Park Valley Land Fund, LLC, Ideal Homes of Norman, LP, and IH Development, LLC.

There is minor adjustment from the previous proposed preliminary to Lot 1-16, Block 1 front utility easement being reduced to 10 feet. Previously the easement was proposed to be 15 feet.

The development is located near the Southeast corner of the intersection of South Western Road and West 26th Avenue. Park Valley Preliminary Plat was originally presented to Planning Commission at a special meeting date of May 12, 2020. Planning Commission approved the Preliminary Plat containing 329 lots and 7 outlots with a vote of 5-0. The Preliminary Plat expired after two years from the date of approval with no final plat of any portion filed. The Preliminary Plat being presented is a revised plat which has 301 lots and 8 outlots. Improvements for multiple phases are underway, Sections 1, 2, & 3 and a lift station with a gravity line and force main are in the development phases with some near completion. There are some existing structures not shown on the Preliminary Plat, for instance retaining walls that located throughout Block 1. There are a few differences between the current Preliminary Plat and Improvement Plans that were approved regarding the location of the utility line. However, the utilities presented in the Improvement Plans are located within the easements that are shown on the Preliminary Plat. Improvements for Section 1 are near being considered substantially complete by City's Engineering team.

Application Processing Information:

Applicant/Owner – IH Development, LLC, Ideal Homes of Norman, LP, & Park Valley Land Fund, LLC

Notice – Letters mailed to property owners within 300 feet

Processing Track:

Submittal Date – July 21, 2022

Planning Commission – May 2, 2023

Project/Site Design Data/Details:

Zoning –Small Lot Single-Family Residential District, Sec. 23-137 and Agriculture, Sec. 23-170

Existing Use –Vacant land

Proposed Use – 301 residential lots and 8 outlots
Lot – 79.55 acres

Adequate Public Facilities Findings/Improvements:

- Streets/Traffic: The property has access to South Western Road and West 26th Avenue
- Transit Facilities/Bike Lanes or Trails/Sidewalks: No transit currently exist. Sidewalk is required along Western Ave per Section 23-356.
- Water Service: City water service is available.
- Sanitary Sewer Service: City sewer service is available.
- Electric: City electric service is available.

Applicable City Plans/Policies:

The C³ Plan: Low-Density Residential (Page 10-8) is indicated on the Future Land Use Plan.

Findings:

1. The proposed preliminary plat meets the subdivision and zoning requirements.
2. There is ongoing building of infrastructure for various phase of improvement plans.
3. The C3 Plan recommends low density uses at this location.
4. The proposed density is in alignment with the RSS zoning requirements.
5. The ordinance requires a revised preliminary plat prior to the final plat being presented and approved by the PC.

Alternatives:

1. Accept findings and approve the proposed preliminary plat as presented.
2. Approve the proposed preliminary plat with conditions, noting what conditions should be met for the approval of the final plat.
3. Reject findings and deny the proposed preliminary plat as presented.
4. Find that additional information or discussion is needed prior to making a decision and table the request to a certain date noting that action must be taken within 60 days of the public hearing.

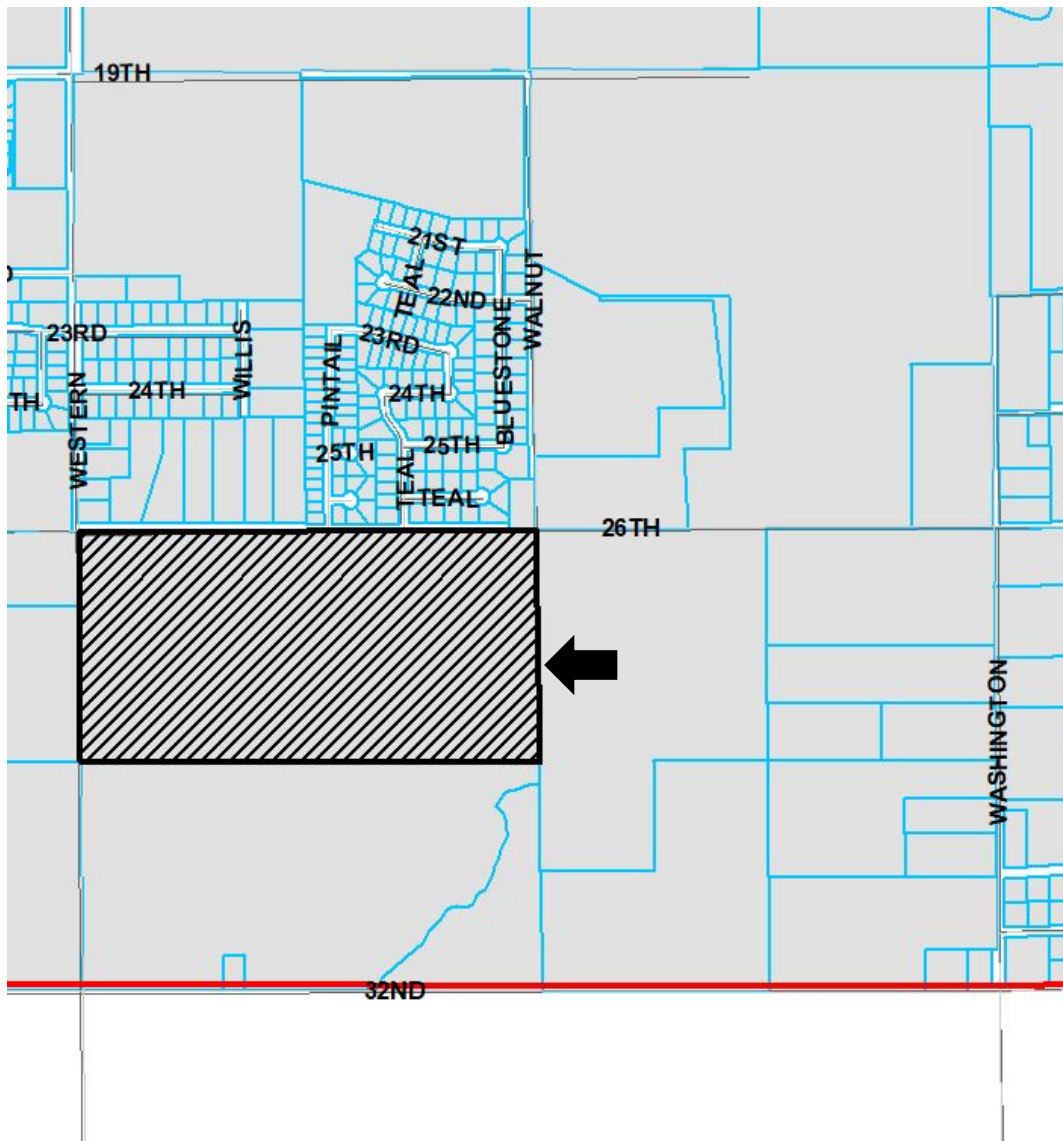
Prepared by: Jacquelyn Porter, City Planner

Reviewed by: Joshua Brown, Project Manager
Jeff Mathews, Community Development Director

Date of Preparation: August 7, 2023

Attachments: Area Map, Zoning Map, Preliminary Plat, Correction of Warranty Deed,
May 12, 2020 Planning Commission Report

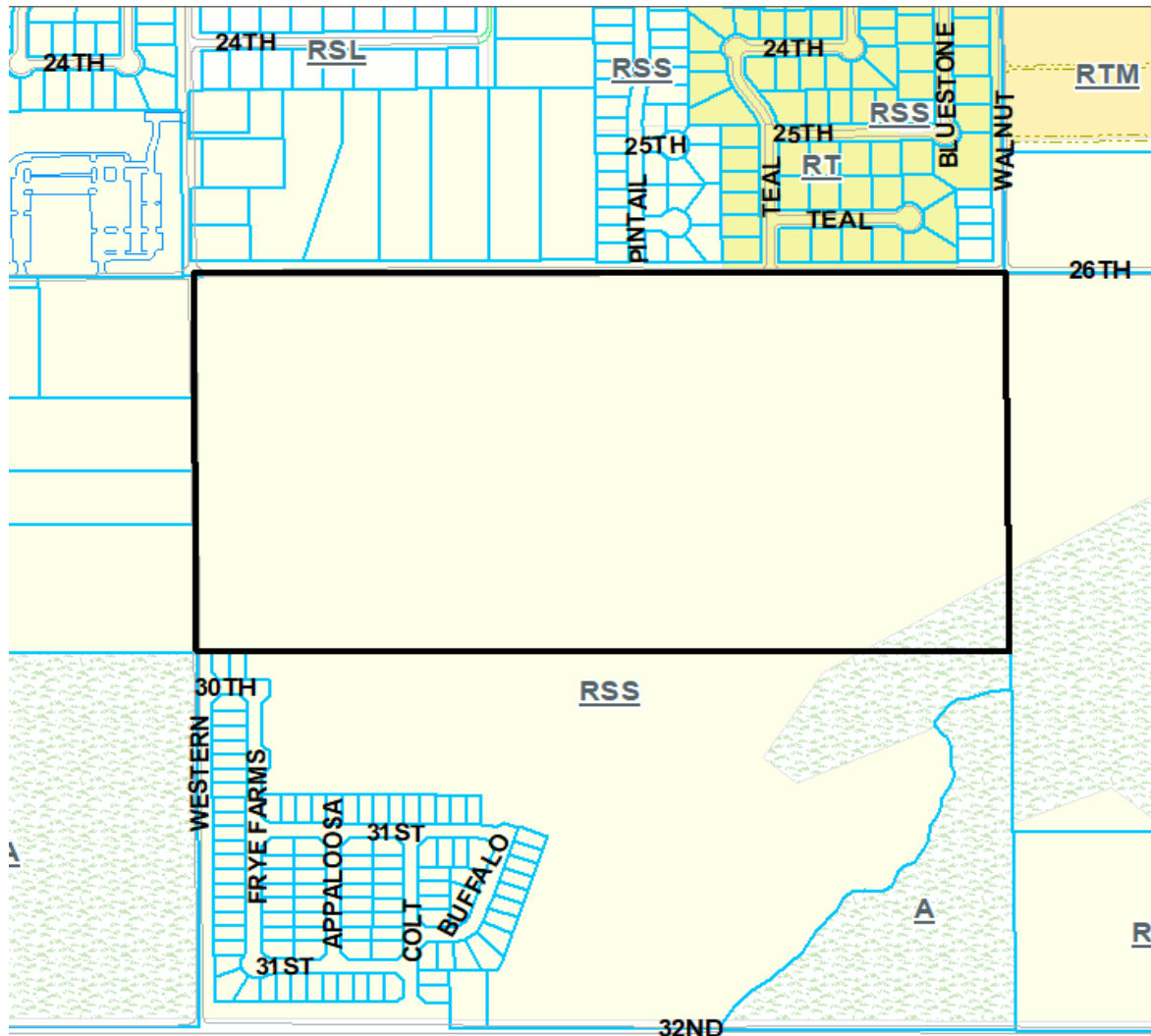
Map Designation: SW



The City of
Stillwater
 OKLAHOMA

Project Type: Preliminary Plat (SUB20-02)
Request: To create 301 residential lots and 8 outlots
Address: 1823 W 26th Ave
Applicant: IH Development, LLC and Ideal Homes of Norman, LP

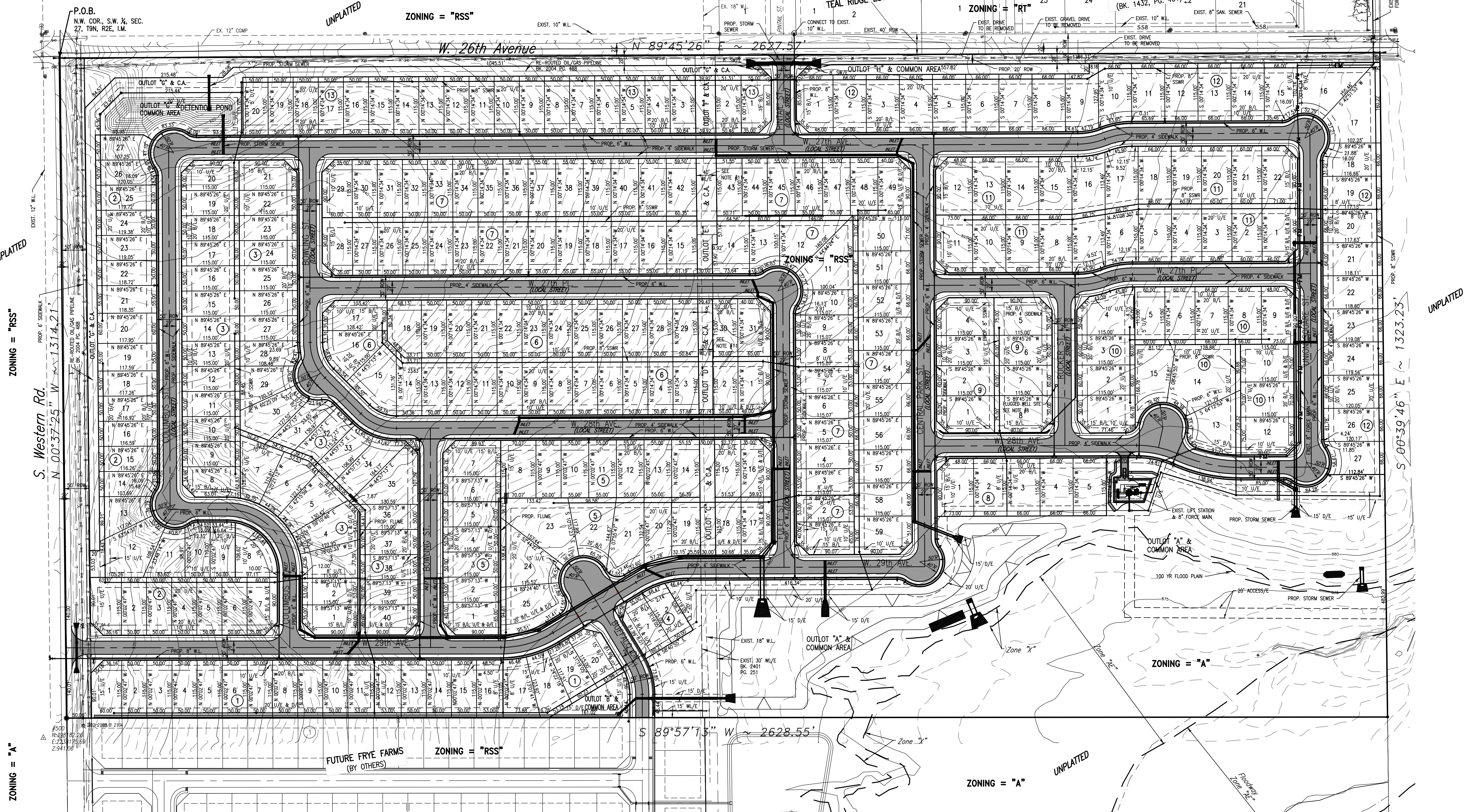
ZONING MAP



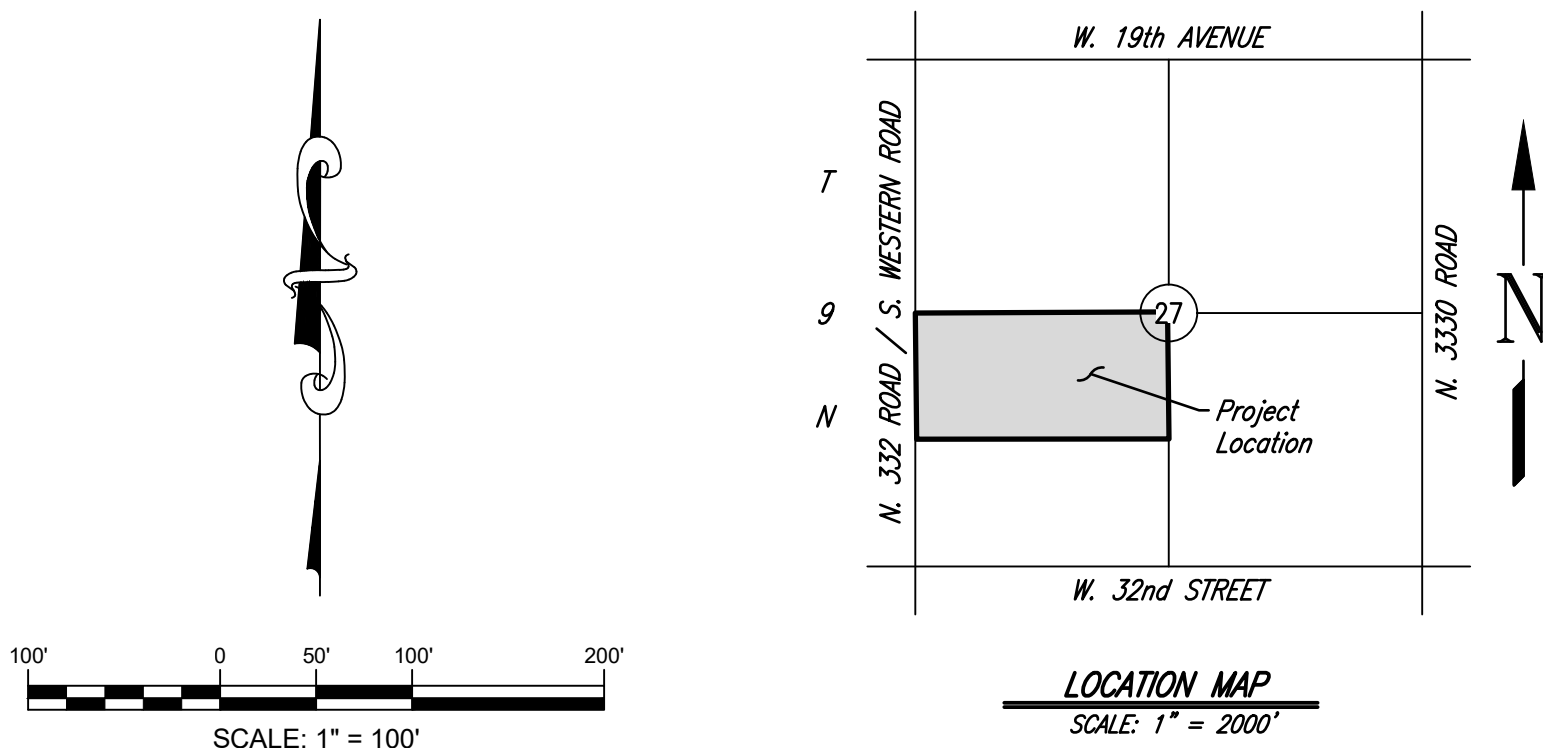
The City of
Stillwater
 OKLAHOMA

Project Type: Preliminary Plat (SUB20-02)
Request: To create 301 residential lots and 8 outlots
Address: 1823 W 26th Ave
Applicant: IH Development, LLC and Ideal Homes of Norman, LP

PRELIMINARY PLAT
PARK VALLEY ADDITION
A PART OF THE S.W. 1/4 OF SECTION 27, T9N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA



LEGAL DESCRIPTION:
A tract of land being a part of the Southwest Quarter (S.W. 1/4), Section Twenty-Seven (27), Township Nine North (T9N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:
BEGINNING at the Northwest corner of said S.W. 1/4; THENCE North 89°45'26" East along the North line of said S.W. 1/4 a distance of 2627.57 feet to the Northeast corner of said S.W. 1/4; THENCE South 0°39'46" East along the East line of said S.W. 1/4 a distance of 1323.23 feet; THENCE South 89°57'13" West a distance of 2628.55 feet to a point on the West line of said S.W. 1/4; THENCE North 0°37'25" West along said West line a distance of 1314.21 feet to the POINT OF BEGINNING.
Said tract contains 79.55 acres, more or less.



- NOTES:**
1. SIDEWALKS SHALL BE PROVIDED WITHIN THE DEVELOPMENT AND ALONG PROPOSED PUBLIC STREETS FOR PEDESTRIAN TRAFFIC. MINIMUM 4'-FOOT WIDE SIDEWALKS SHALL BE CONSTRUCTED ALONG RESIDENTIAL PROPERTIES. DEVELOPER SHALL BE RESPONSIBLE TO CONSTRUCT SIDEWALKS ADJACENT TO OUTLOTS.
 2. THERE SHALL BE PROVIDED COVENANTS AND RESTRICTIONS WHICH SHALL BE RECORDED FOR PLATTED PROPERTIES. SAID COVENANTS AND RESTRICTIONS SHALL PROVIDE FOR A PROPERTY OWNERS ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREA IMPROVEMENTS, INCLUDING PRIVATE DRIVES, OPEN SPACE, AND AMENITIES. THE OWNER OF A DEVELOPED UNPLATTED TRACT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF LANDSCAPING, PRIVATE DRIVES, OPEN SPACE AND AMENITIES WITHIN THE DEVELOPED UNPLATTED TRACT.
 3. ALL PUBLIC IMPROVEMENTS MUST BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE STILLWATER STANDARDS.
 4. FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF STILLWATER STANDARDS AND SPECIFICATIONS.
 5. REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
 6. ALL PROPOSED SANITARY LINES ARE 8-INCH EXCEPT AS NOTED.
 7. ALL PROPOSED WATERLINES ARE 6-INCH EXCEPT AS NOTED.
 8. THE OIL WELL THAT IS SHOWN ADJACENT TO LOT 7 OF BLOCK 9, IN THE RIGHT-OF-WAY OF RUCKER STREET, HAS BEEN PLUGGED AND ABANDONED. THE OKLAHOMA CORPORATION COMMISSION PLUGGING RECORD (COC 165:10-11-7) HAS BEEN PROVIDED TO CITY OF STILLWATER STAFF. EXISTING OIL WELL APPURTENANCES AND LINES HAVE BEEN REMOVED.
 9. ALL OTHER EXISTING OIL/GAS LINES THROUGH THE PROPERTY HAVE BEEN RE-ROUTED AND ARE SHOWN ON THE PLAT IN OUTLOT "C" & COMMON AREA.
 10. RE-ROUTED OIL/GAS PIPELINE - BOOK: 2004 PAGE 488. THERE ARE NO OTHER EASEMENTS RELATED TO THE OIL/GAS PIPELINE.
 11. EXISTING WATERLINE EASEMENT - BOOK: 2401 PAGE 251.

TOTAL LOT COUNT
RESIDENTIAL - 301
OUTLOT (COMMON AREAS) - 7

PREPARED BY:

Engineer, Christopher D. Anderson, P.E. 18288

LEGEND

R.O.W. U/E
U/E S/L/E
D/E DRAINAGE EASEMENT
P/E PRIVATE EASEMENT
E/E ELECTRIC EASEMENT
B/L BUILDING SETBACK LINE
F.H. FIRE HYDRANT
S.S.W.R. SANITARY SEWER
W.L. WATER LINE
F.M. FORCE MAIN

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OWNER/DEVELOPER:

IH DEVELOPMENT, LLC
1320 N. PORTER
NORMAN, OK 73071
(405) 364-1152

IDEAL HOMES OF NORMAN, LP
1320 N. PORTER
NORMAN, OK 73071
(405) 364-1152

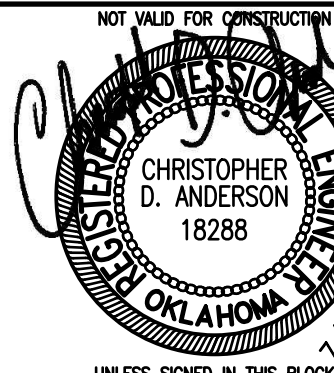
PARK VALLEY LAND FUND, LLC
1320 N. PORTER
NORMAN, OK 73071
(405) 364-1152

ENGINEER:

SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN ST.
OKLAHOMA CITY, OK 73106
(405)232-7715

BENCHMARKS:

Benchmark #1
Northing=398171.259
Easting=2238913.403
Elevation=937.703



PARK VALLEY ADDITION

**S. WESTERN RD. & W. 32nd ST.
STILLWATER, OKLAHOMA**

No.	Revision	Date
1	Initial	7/12/2022
2	Revised per client comments	11/17/22
3	Revised per client comments	12/12/22
4	Revised per client comments	3/10/23
5	Revised per client comments	3/10/23
6	Revised per client comments	7/27/23

PROJECT NO: 6341.00
DATE: 7/12/2022
SCALE: 1" = 100'
DRAWN BY: D.G.
ENGINEER: Christopher D. Anderson
P.E. NUMBER: 18288

PRELIMINARY PLAT

SHEET NO.
1



I-2023-005627 Book: 2753 pg: 933
 6/15/2023 8:27 AM pgs: 933 - 934
 Fees: \$20.00 Doc: \$0.00
 Glenna Craig, Payne County Clerk
 Payne County - State of Oklahoma

CORRECTION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **Park Valley Land Fund, LLC**, an Oklahoma limited liability company, party of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Ideal Homes of Norman, LP and IH Development, LLC**, party of the second part, the following described real property and premises situated in Payne County, State of Oklahoma, to-wit:

A part of the (SW/4) of Section Twenty-Seven (27), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, being more particularly described on the attached Exhibit "A".

(This is being filed to correct the legal description in Warranty Deed filed in Book 2688, Page 465.)

Title 68: Sec. 3201 or 3202,

Tax shall not apply: #3

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

LESS AND EXCEPT all oil, gas and other mineral rights.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part as joint tenants, and to the heirs and assigns of the survivor forever.

Signed and delivered this 14th day of April, 2022³.

Park Valley Land Fund, LLC,
 an Oklahoma limited liability company

By: *JaRee Stambeck*

JaRee Stambeck, Manager

ACKNOWLEDGMENT

State of Oklahoma)
 County of Cleveland)

On this 14th of April, 2022³, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared **JaRee Stambeck**, to me known to be the identical persons who executed the within and foregoing instrument as its **Manager of, Park Valley Land Fund, LLC, an Oklahoma limited liability company** and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

10/29/25
 File#710062101352

Halley Glass
 Notary Public



EXHIBIT "A"

A tract of land being a part of the Southwest Quarter (SW/4), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said SW/4; thence South $00^{\circ}37'25''$ East along the West line of said SW/4 a distance of 1034.20 feet to the POINT OF BEGINNING.

Thence North $89^{\circ}57'13''$ East a distance of 338.88 feet; Thence North $00^{\circ}02'47''$ West a distance of 108.62 feet Thence North $11^{\circ}59'44''$ East a distance of 50.03 feet; Thence North $00^{\circ}14'34''$ West a distance of 126.02 feet; Thence South $69^{\circ}06'26''$ East a distance of 146.15 feet; Thence South $45^{\circ}02'47''$ East a distance of 122.10 feet; Thence North $89^{\circ}57'13''$ East a distance of 130.59 feet; Thence North $00^{\circ}02'47''$ West a distance of 5.00 feet; Thence North $89^{\circ}57'13''$ East a distance of 165.00 feet; Thence North $00^{\circ}02'47''$ West a distance of 7.15 feet; Thence North $89^{\circ}45'26''$ East a distance of 537.92 feet; Thence North $00^{\circ}14'34''$ West a distance of 3.00 feet; Thence North $89^{\circ}45'26''$ East a distance of 165.07 feet; Thence South $00^{\circ}16'10''$ East a distance of 168.00 feet; Thence North $89^{\circ}45'26''$ East a distance of 85.00 feet to a point of curvature; Thence around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears South $71^{\circ}48'28''$ East, a distance 15.81 feet) and an arc length of 16.09 feet to a point of reverse curvature; Thence around a curve to the left having a radius of 50.00 feet (said curve subtended by a chord which bears North $44^{\circ}45'26''$ East, a distance of 98.99 feet) and an arc length of 142.89 feet to a point of reverse curvature; Thence around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears North $18^{\circ}40'40''$ West a distance of 15.81 feet) and an arc length of 16.09 feet; Thence North $00^{\circ}14'34''$ West a distance of 45.00 feet; Thence North $89^{\circ}45'26''$ East a distance of 286.00 feet; Thence South $00^{\circ}02'47''$ East a distance of 401.11 feet; Thence South $89^{\circ}57'13''$ West a distance of 2018.62 feet; thence North $00^{\circ}37'25''$ West a distance of 280.01 feet to the POINT OF BEGINNING.



I-2023-005628 Book: 2753 pg: 935
 6/15/2023 8:31 AM pgs: 935 - 937
 Fees: \$22.00 Doc: \$0.00
 Glenna Craig, Payne County Clerk
 Payne County - State of Oklahoma

all

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **Ideal Homes of Norman, LP, an Oklahoma Limited Partnership and IH Development, LLC, a Limited Liability Company** party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto **RECORD OWNERS**, party of the second part, all its right, title, interest, estate, and every claim and demand, both at law and in equity, in and to all of the following described real property situate in Payne County, State of Oklahoma, to-wit:

A part of the Southwest Quarter (SW/4) of Section Twenty-seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described on the attached Exhibit "A".

(This is being recorded to remove any interest created by Warranty Deeds Book 2688, Page 465.)

Title 68: Sec. 3201 or 3202,

Tax shall not apply: #3

together with all the improvements thereon and the appurtenances thereunto belonging.

LESS AND EXCEPT any interest in and to all of the oil, gas and other minerals which have been previously reserved or conveyed of record. AND SUBJECT to Existing Zoning Ordinances, Easements, Rights-of-Way or Restrictive Covenants of record.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part, their heirs and assigns forever.

Signed and delivered this 14 day of April, 202³.

**Ideal Homes of Norman, L.P., an
Oklahoma Limited Partnership**

**By: Ideal Homes Construction, LLC,
a General Partner**

By: *JaRee Stambeck*
JaRee Stambeck, Manager

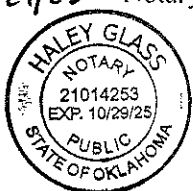
State of oklahoma)
County of cleveland)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of April, 202³, personally appeared **S. JaRee Stambeck, manager of Ideal Homes Construction LLC, a Limited Liability Company, a General Partner of Ideal Homes of Norman, L.P., an Oklahoma Limited Partnership** to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 10/29/25 *Hailey Glass*
Notary Public

②



IH Development, LLC, an Oklahoma
Limited Liability Company

By: Susan JaRee Stambeck

Susan JaRee Stambeck, Manager

State of Oklahoma)
County of Cleveland)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of April, 2023, personally appeared **Susan JaRee Stambeck, manager of IH Development, LLC, an Oklahoma Limited Liability Company**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 10/29/25

Haley Glass
Notary Public

FILE#710062101352



EXHIBIT "A"

The North Half (N/2) of the Southwest Quarter (SW/4) of Section Twenty-Seven (27), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A tract of land being a part of the Southwest Quarter (SW/4), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said SW/4; thence South $00^{\circ}37'25''$ East along the West line of said SW/4 a distance of 1034.20 feet to the POINT OF BEGINNING.

Thence North $89^{\circ}57'13''$ East a distance of 338.88 feet; Thence North $00^{\circ}02'47''$ West a distance of 108.62 feet Thence North $11^{\circ}59'44''$ East a distance of 50.03 feet; Thence North $00^{\circ}14'34''$ West a distance of 126.02 feet; Thence South $69^{\circ}06'26''$ East a distance of 146.15 feet; Thence South $45^{\circ}02'47''$ East a distance of 122.10 feet; Thence North $89^{\circ}57'13''$ East a distance of 130.59 feet; Thence North $00^{\circ}02'47''$ West a distance of 5.00 feet; Thence North $89^{\circ}57'13''$ East a distance of 165.00 feet; Thence North $00^{\circ}02'47''$ West a distance of 7.15 feet; Thence North $89^{\circ}45'26''$ East a distance of 537.92 feet; Thence North $00^{\circ}14'34''$ West a distance of 3.00 feet; Thence North $89^{\circ}45'26''$ East a distance of 165.07 feet; Thence South $00^{\circ}16'10''$ East a distance of 168.00 feet; Thence North $89^{\circ}45'26''$ East a distance of 85.00 feet to a point of curvature; Thence around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears South $71^{\circ}48'28''$ East, a distance 15.81 feet) and an arc length of 16.09 feet to a point of reverse curvature; Thence around a curve to the left having a radius of 50.00 feet (said curve subtended by a chord which bears North $44^{\circ}45'26''$ East, a distance of 98.99 feet) and an arc length of 142.89 feet to a point of reverse curvature; Thence around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears North $18^{\circ}40'40''$ West a distance of 15.81 feet) and an arc length of 16.09 feet; Thence North $00^{\circ}14'34''$ West a distance of 45.00 feet; Thence North $89^{\circ}45'26''$ East a distance of 286.00 feet; Thence South $00^{\circ}02'47''$ East a distance of 401.11 feet; Thence South $89^{\circ}57'13''$ West a distance of 2018.62 feet; thence North $00^{\circ}37'25''$ West a distance of 280.01 feet to the POINT OF BEGINNING.



Return to:
CHICAGO TITLE OKLAHOMA
 3401 NW 63RD ST., STE. 300
 OKLAHOMA CITY, OK 73116
 File # 710012101352

TREASURER ENDORSEMENT
 I hereby certify that I have received \$ 1017.90
 and issued receipt No. 2299 in payment
 of mortgage tax. Dated this 29
 day of March 20 22

CARLA MANNING
 County Treas., Payne County, Okla
 By Glenda Jarrett
 Deputy

I-2023-005629 Book: 2753 pg: 938
 6/15/2023 8:32 AM pgs: 938 - 953
 Fees: \$48.00 Doc: \$0.00
 Glenna Craig, Payne County Clerk
 Payne County - State of Oklahoma

I-2022-003354 Book: 2688 pg: 466
 3/29/2022 2:59 PM pgs: 466 - 482
 Fees: \$50.00 Doc: \$0.00
 Glenna Craig, Payne County Clerk
 Payne County - State of Oklahoma

**REAL ESTATE MORTGAGE,
 SECURITY AGREEMENT AND
 ASSIGNMENT OF LEASES**

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE AND
 SECURITY AGREEMENT. A POWER OF SALE MAY ALLOW THE
 MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT
 WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON
 DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.**

KNOW ALL MEN BY THESE PRESENTS that **IH DEVELOPMENT, LLC**, an Oklahoma limited liability company, having a mailing address of 1320 N. Porter Ave. Norman, OK 73071 (hereinafter called the "Mortgagor" whether one or more) and **IDEAL HOMES OF NORMAN, L.P.**, an Oklahoma limited partnership ("IHP"), hereby grant, convey, assign, mortgage and warrant, and grant a power of sale, to **CROSSFIRST BANK**, a Kansas state-chartered bank, as Mortgagee, having its principal office at 5001 Gaillardia Corporate Place, Oklahoma City, OK 73142 (hereinafter called the "Mortgagee," which term shall be construed to include Mortgagee's successors and assigns), all of Mortgagor's right, title and interest and all of IHP's right, title and interest in and to that certain real property situated in the County of Oklahoma, State of Oklahoma, described on **Exhibit "A"** attached hereto and made a part hereof (hereafter the "Mortgaged Premises"), together with:

(a) all streets, driveways, curbs, gutter, sanitary sewers, storm sewers, utilities, fences and other buildings, structures and improvements of any nature constructed or installed on the Mortgaged Premises (the "Improvements"). Improvements shall specifically include all hereafter acquired fixtures purchased with the Loan proceeds;

(b) all of right, title, and interest in easements, party walls and all other estates in the Mortgaged Premises;

(c) additionally, all present and future driveways, streets, curbs, gutters, sanitary sewers, storm sewers, utility lines and fences ("Improvements"), equipment and fixtures now owned or hereafter acquired and placed in or upon the Mortgaged Premises or now or hereafter attached to and used in connection with the Improvements to the Mortgaged Premises;

(d) any and all contracts and subcontracts relating to the development of the Mortgaged Premises including any contracts or subcontracts relating to Improvements;

(e) any and all plans and specifications for development of the Improvements;

(f) any and all permits, licenses, franchises, certificates, warranties and other rights and privileges obtained in connection with the development of the Mortgaged Premises;

**** Re-recording mortgage to correct legal description ****

TREASURER ENDORSEMENT
 I hereby certify that I have received \$ 1017.90 and
 issued receipt No. 2299 in payment
 of mortgage tax. Dated this 29
 day of March 20 22
 By Carla Manning
 County Treas., Payne County, Okla
 Deputy

**Attention: Page Repeat*
 Refile*

(g) any and all proceeds payable or to be payable under any policy of insurance relating to the development of the Mortgaged Premises;

(h) any and all proceeds arising from the taking of all or a part of the Mortgaged Premises for any public or quasi-public use under any law or by right of eminent domain, all of which shall be subject to the lien of this Mortgage; and

(i) any and all leases of the Mortgaged Premises.

TO HAVE AND TO HOLD the Mortgaged Premises, with all the tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in any wise now or hereafter appertaining unto and to the use of the Mortgagee, and Mortgagee's successors and assigns, forever.

THE MORTGAGOR HEREBY COVENANTS AND AGREES THAT:

1. **INDEBTEDNESS.** This Mortgage is given as security for (all of which is hereinafter called the "Indebtedness"):

(i) performance and observance of the covenants and agreements herein contained; and

(ii) the indebtedness of Mortgagor to Mortgagee evidenced by that certain Promissory Note with an effective date of February 25, 2022 in the face amount of not to exceed One Million Six Hundred Ninety Six Thousand Five Hundred 00/100 DOLLARS (\$1,696,500.00), or so much as may be disbursed pursuant to the terms thereof, together with interest payable as provided therein, and having a maturity date of forty two (42) months from the Notes effective date (the "Note"). Mortgagor is the Borrower under said Note; and

(iii) additionally, to secure any and all renewals or extensions of all or any part of the Indebtedness, obligations, loans, advances and liabilities described herein; and

(iv) to secure Mortgagor's obligations under the applicable terms and conditions of the Master Development Loan Agreement dated effective November 22, 2019 (the "Agreement").

This Mortgage is subject to all of the provisions of the Agreement and any Event of Default by Mortgagor under the Agreement shall be considered an event of default under this Mortgage. If Mortgagor shall well and truly pay unto Mortgagee the Indebtedness secured hereby, together with all interest thereon, and shall conform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in the Agreement, and in the aforementioned Note and shall in all things do and perform all other agreements between Mortgagor and Mortgagee, then this Mortgage shall be and become null and void.

2. **TITLE.** Mortgagor represents and warrants that:

(i) The Mortgagor's interest in the Mortgaged Premises is owned free and clear of all encumbrances, except building and use restrictions of record, if any, and taxes and assessments not yet due and payable and the Permitted Encumbrances reflected on Exhibit B hereto.

(ii) Mortgagor will make any further assurances of its interest in and to said Mortgaged Premises as Mortgagee may reasonably require and will warrant and defend the Mortgaged Premises against all lawful claims and demands whatsoever.

3. **INSURANCE.** Mortgagor agrees: (a) to keep the Mortgaged Premises, including the improvements thereon, unceasingly insured during the life of this Mortgage all as provided in the Agreement.

4. **PAYMENT OF TAXES.** The Mortgagor shall pay all taxes, if any, and all assessments and governmental charges or levies imposed on the Mortgagor's assets or income, or upon the Mortgaged Premises or the Improvements prior to the date which penalties attach thereto, except to the extent such taxes are being contested in good faith by appropriate proceedings and adequate reserves therefore have been established on the books of the Mortgagor.

5. **ADVANCES FOR TAXES, INSURANCE, AND OTHER MATTERS.** If Mortgagor shall neglect or refuse to maintain and pay the premiums for insurance which may be required under Paragraph 3 above or to pay and discharge all taxes, assessments, and charges of every nature and to whomever assessed, as provided in Paragraph 4 above, Mortgagee may, at Mortgagee's election, obtain such insurance or pay such taxes, assessments, and charges. Any amounts paid as a result of the preceding sentence, together with interest thereon from the date of payment at the rate of ten percent (10%) per annum, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid shall be added to and become a part of the Indebtedness secured hereby. Any such advance may be collected as a part of the principal debt in any suit hereon.

(a) Mortgagee, by the payment of any tax, assessment, or charge, may, if Mortgagee sees fit, be thereby subrogated to the rights of the State, County, and all political or governmental subdivisions.

(b) No such advances by Mortgagee under this Paragraph 5 shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon. The exercise of the rights to make advances granted in this Paragraph shall be optional with Mortgagee and not obligatory and Mortgagee shall not in any case be liable to Mortgagor for failure to exercise any such rights.

6. **COVENANT AGAINST WASTE.** Mortgagor at all times shall keep the Mortgaged Premises in good order and repair and shall not, without the prior written consent of the Mortgagee, commit any waste of the Mortgaged Premises or any violation of any law, regulation, ordinance or contract affecting the Mortgaged Premises and shall not commit or suffer any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) on the Mortgaged Premises without the prior written consent of the Mortgagee, which

consent shall not be unreasonably withheld, except as hereinafter provided in Paragraph 15. Mortgagor shall comply with and shall not violate any easement, restrictions, agreements, covenants and conditions with respect to or affecting the Mortgaged Premises or any part thereof.

7. **CONDEMNATION.** Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present owners of the Mortgaged Premises covered by this Mortgage by virtue of any exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way or for any change of grade of street affecting the Mortgaged Premises, are hereby assigned to Mortgagee. Mortgagee, at Mortgagee's option, is hereby authorized, directed, and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts and acquittances therefor.

(a) Mortgagee may, at Mortgagee's election, use such proceeds to the extent of the unpaid Indebtedness secured hereby in any one or more of the following ways:

(i) apply the same, or any part thereof, upon the Indebtedness secured hereby, whether such Indebtedness then be matured or unmatured;

(ii) use the same, or any part thereof, to fulfill any of the covenants contained herein as Mortgagee may determine;

(iii) use the same, or any part thereof, to replace or restore the property to a condition satisfactory to Mortgagee; or

(iv) release the same to Mortgagor.

(b) Mortgagor hereby covenants and agrees upon written request by Mortgagee, to make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

8. **TAX AND INSURANCE ESCROW.** Upon the request of Mortgagee, in accordance with the terms of the Loan Agreement, Mortgagor shall deposit in an interest-bearing escrow account, on dates upon which each installment of principal and interest is payable, amounts equal to one-twelfth (1/12th) the estimated annual ad valorem taxes and annual insurance premiums for purposes of creating and maintaining a reserve fund from which to pay, before the same become due, all annual taxes, assessments, liens and charges on or against the Mortgaged Premises, and annual premiums for insurance as herein covenanted to be furnished by the Mortgagor. However, Mortgagee agrees only to make such request of Mortgagor in the event that Mortgagor fails to maintain coverage and provide proof of insurance to Mortgagee, Mortgagee receives a notice of lapse of insurance coverage from Mortgagor's provider, or any payment of ad valorem taxes is not made as and when due (except where contested in accordance with Section 4).

(a) Upon the occurrence and during the continuance of any event of default under the terms of this Mortgage, any part or all of the aforesaid escrow account may be applied to any part of the Indebtedness hereby secured.

9. **RIGHT OF INSPECTION.** At any time and from time to time, but during normal business hours upon reasonable prior notice, Mortgagee or Mortgagee's agents and representatives shall have the right to inspect the Mortgaged Premises.

10. **MECHANICS AND MATERIALMEN'S LIENS.** The Mortgagor shall not create, assume or suffer to exist any mechanics', materialmen's or laborers' liens for amounts past due on the Mortgaged Premises; provided, however, the Mortgagor may in good faith contest the validity of any such lien by posting the bond or cash deposit to discharge said lien in form and manner satisfactory to Mortgagee or as provided by applicable law within sixty (60) days of the date of filing of the same, time being of the essence.

11. **SUBROGATION.** To the extent all or any portion of the proceeds of the Note secured hereby is used for the purpose of retiring debt or debts secured by prior liens on the Mortgaged Premises, Mortgagee shall be subrogated to the rights and lien priority of the lien(s) so discharged.

12. **ASSIGNMENT OF LEASES.** It is contemplated to the extent, if any, Mortgagor leases any part of the property which comprise the Mortgaged Premises, all leases and rents are hereby assigned to Mortgagee as additional collateral security.

13. **OTHER LIENS.** Mortgagor shall not acquire any fixtures, equipment or apparatus or other personal property covered by this Mortgage subject to any security interest or other charge or lien taking precedence over this Mortgage, except for mechanics', materialmen's or laborers' liens permitted by Section 10 or otherwise with the prior written consent of Mortgagee.

14. **CONVEYANCE OR FURTHER ENCUMBRANCE BY MORTGAGOR.** In the event Mortgagor, without the prior written consent of Mortgagee and in violation of the Loan Documents, shall pledge, mortgage or otherwise encumber, assign, sell, transfer, convey or permit to be mortgaged, encumbered, assigned, sold, transferred or conveyed, Mortgagor's legal or equitable interest in the Mortgaged Premises, or any part thereof, Mortgagee shall be entitled, at Mortgagee's option, to declare all sums secured hereby immediately due and payable.

15. **FEES AND EXPENSES.** Mortgagor shall pay Mortgagee's reasonable attorney's fees, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants, or agreements, which amount shall be an additional lien on the Mortgaged Premises.

16. **CONTINUING LIEN.** This Mortgage creates a continuing lien to secure the full and final payment of the Indebtedness hereby secured and the performance of all the other obligations secured or imposed hereby.

17. **TAX ON INDEBTEDNESS.** Mortgagor hereby agrees to pay any and all taxes which may be levied or assessed directly or indirectly upon the Indebtedness hereby secured and this Mortgage, without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee, Mortgagee's successors or assigns, except to the extent properly contested in good faith by proper proceedings. Upon violation of this agreement, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by a Mortgagor is legally inoperative, or if the rate of said tax, when added to the rate of interest provided for in the Note, shall exceed the then legal rate of interest, then, and in any such event, the Indebtedness hereby secured, without deduction, shall, at the option of Mortgagee, become immediately due and payable, anything contained in this Mortgage or in the Note secured hereby notwithstanding. The additional amounts which may become due and payable hereunder shall be regarded as interest, and shall be part of the debt secured by the Note and this Mortgage. Otherwise Mortgagor shall pay all of such charges.

18. **EVENTS OF DEFAULT.** The occurrence of any one or more of the following shall, at the option of Mortgagee, be considered an event of default hereof. To the extent, if any, there is a conflict between the Events of Default set forth in this Mortgage and the Event of Defaults as set forth in the Agreement, the terms of the Agreement shall control:

(a) The Mortgagor fails to pay the Note or any other payment required by this Mortgage or the Agreement and such failure continues for 10 days following written notice by Lender to Mortgagor, whether at a date for the payment of a fixed installment or contingent or other payment to Lender or as a result of acceleration or otherwise; or

(b) Any "Default" or "Event of Default" occurs under any Loan Document relating to the applicable Development Loan which defines either of such terms, and the same is not remedied within the applicable period of grace (if any) provided in such Development Loan; provided, however, that if any Loan Document specifies a cure period that is shorter than (i) 10 days following notice by Lender to Mortgagor, in the case of a payment default, or (ii) 30 days following notice by Lender to Mortgagor, in the case of a covenant default, then the applicable period of grace shall be 10 or 30 days, as applicable; or

(c) The Mortgagor fails (other than as referred to in subsections (a) and (b) above) to duly observe, perform or comply with any material covenant, agreement, condition or provision of any Loan Document between the Mortgagor and Lender relating to the Note or the Mortgage and such failure is not remedied within 30 days after notice thereof is given by Lender to Mortgagor, provided that if Mortgagor is and continues to diligently pursue a cure, the cure period shall be extended by up to an additional 90 days; or

(d) Any representation or warranty previously, presently or hereafter made in writing by or on behalf of the Mortgagor in connection with any Loan Document relating to the Note and Mortgage shall prove to have been false or incorrect in any material respect on any date on or as of which made; or

(e) The Mortgagor defaults in any agreement, instrument, or indenture by which it is bound and (i) such failure has a material adverse effect on the business or financial condition of Mortgagor, or the ability of Mortgagor to perform under this Mortgage, and (ii) such failure is not remedied within the applicable period of grace (if any) provided in the Agreement or instrument; or

(f) The applicable Borrower

(i) suffers the entry against it of an adjudication, decree or order for relief by a court of competent jurisdiction in an involuntary case commenced under any applicable bankruptcy, insolvency or other similar law of any jurisdiction now or hereafter in effect, including the Bankruptcy Reform Act of 1978, as amended, and the same is not dismissed within sixty (60) days; or

(ii) suffers the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for a substantial part of its assets or for any part of the Collateral in a proceeding brought against or initiated by it, and such appointment is neither made ineffective nor discharged within sixty (60) days after the making thereof, or such appointment is consented to, requested by, or acquiesced to by it; or

(iii) commences a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, including the Bankruptcy Reform Act of 1978, as amended; or consents to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of any substantial part of its assets or any part of the Collateral; or makes a general assignment for the benefit of creditors; or fails generally to pay its debts as such debts become due; or takes corporate or other action in furtherance of any of the foregoing; or

(iv) suffers the entry against it of a final judgment for the payment of money in excess of \$100,000.00 not otherwise covered by insurance, unless the same is discharged within sixty (60) days after the date of entry thereof or an appeal or appropriate proceeding for review thereof is taken within said period and a stay of execution pending such appeal is obtained; or

(v) Suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial part of its property or any part of the Collateral, and such writ or warrant of attachment or any similar process is not stayed or released within sixty (60) days after the entry of levy thereof or after any stay is vacated or set aside.

(i) The abandonment or cessation of the work on the Improvements for a period of sixty (60) consecutive days, unless such cessation (but not such abandonment) shall have been the result of a cause, which, with the exercise of due diligence, the Mortgagor was

unable to prevent or overcome. In any event, the Improvements shall be completed no later than two (2) years from date hereof.

19. **REMEDIES.** Upon the occurrence and continuance of an Event of Default, and if such Event of Default is not cured during any applicable cure period the Mortgagee may, at its option, exercise the following rights and remedies to the extent, if any, there is a conflict between the Remedies set forth in this Mortgage and the Remedies set forth on the Agreement, the terms of the Agreement shall control.

(a) Acceleration of Note; Foreclosure of Mortgage. Declare the Note, at Lender's option, to be immediately due and payable whereupon said Note shall become forthwith due and payable without presentment, demand, protest or notice of any kind, and the Lender shall be entitled to cease any advances, under the Note, foreclose its Mortgage and proceed simultaneously or selectively and successively to enforce its rights under the Note to recover the funds advanced thereunder, the Mortgage, this Agreement, the Guaranty Agreements, the Loan Documents related to the Note and/or any of the instruments executed pursuant to the terms hereof, or any one or all of them; and/or

(b) Termination of Advances. Terminate further disbursements under the Note; and/or

(c) Selective Enforcement. In the event the Lender shall elect to selectively and successively enforce its rights under any or either of the aforementioned Loan Documents, such action shall not be deemed a waiver or discharge of any other lien, encumbrance or security instrument securing payment of the Indebtedness until such time as the Lender shall have been paid in full all sums advanced under the Indebtedness. The foreclosure of any lien provided pursuant to this Agreement without the simultaneous foreclosure of all such liens shall not merge the liens granted which are not foreclosed with any interest which the Lender might obtain as a result of such selective and successive foreclosure.

(d) Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in Lender in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in Lender.

(e) Completion by Mortgagee. The Mortgagee shall have the right, but shall not be bound or obligated, to take possession of the Mortgaged Premises and Improvements and proceed to complete the construction of the Improvements according to the Plans. In the event the Mortgagee affirmatively elects to take actual and physical possession of the Mortgaged Premises and complete the Improvements, the execution of this Mortgage shall be deemed to be an appointment by Mortgagor of the Mortgagee as Mortgagor's true and

lawful attorney-in-fact with the full power of substitution to complete, or cause to be completed, the Improvements in Mortgagor's name and shall empower the Mortgagee as follows: To use any funds of Mortgagor, including any balance which may be held in escrow and any funds which may remain unadvanced hereunder for the purpose of completing the Improvements in the manner called for by the Plans; to make such changes and corrections in the Plans which shall be deemed necessary or desirable by Mortgagee; to employ such contractors, subcontractors, agents, architects and inspectors as shall be required; to pay, settle, or compromise all existing bills and claims which are or may be liens against the Mortgaged Premises or Improvements or any part thereof or may be necessary or desirable for completion of the work or the clearance of title; to execute all applications and certificates in Mortgagor's name which may be required by any contract relating to construction of the Improvements; and to do any and every act with respect to construction of the Improvements which Mortgagor may do in Mortgagor's own behalf. It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked. Mortgagee, as Mortgagor's attorney-in-fact, shall also have the power to prosecute and defend all actions or proceedings in connection with the construction of the Improvements on the Mortgaged Premises and to make such action and require such performance as is deemed necessary. At the time Mortgagee takes possession of the Mortgaged Premises and Improvements, all proceeds to complete construction of the Improvements shall become the property of Mortgagee to be used in said completion. The cost of said completion, including an amount equal to five percent (5%) of such costs for the Mortgagee's services in connection with such completion, shall be paid to Mortgagee by Mortgagor. Mortgagee is authorized to add such costs to Mortgagor's indebtedness to Mortgagee, holding the instruments executed in connection with the Loans as security for the payment thereof, irrespective of whether the aggregate amount of such costs and the sums previously advanced hereunder exceed the principal amount of the Note. Absent Mortgagee's affirmative election to proceed under this Paragraph, Mortgagee shall have no right or obligation to complete the Improvements.

(f) Nonjudicial Foreclosure. Mortgagee may elect to cause any or all of the Property to be sold pursuant to the power of sale granted by this Mortgage. Should Mortgagee elect to foreclose by exercise of the power of sale granted by this Mortgage:

(i) Mortgagee and/or Mortgagee shall give such notice of default and of election to cause the Mortgaged Premises to be sold as may be required by law or as may be necessary to cause Mortgagee to exercise the power of sale granted herein;

(ii) Mortgagee shall record and give such notice of Mortgagee's sale as then required by law;

(iii) If Mortgagor's default has not been cured and Mortgagor's obligations have not been reinstated within the time allowed by applicable law, Mortgagee, without demand on Mortgagor shall sell the Property at the time and place fixed by Mortgagee in the notice of sale, either as a whole or in separate

parcels, and in such order as Mortgagee may direct Mortgagee so to do, at public auction to the highest bidder for cash payable at the time of sale;

(iv) Mortgagee may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may, if allowed to do so by statute, postpone such sale by public announcement at the time fixed by the preceding postponement; and without further notice it may make such sale at the time to which the same shall be postponed; provided, however, that the sale or any postponement thereof must be made at the place fixed by the original notice of sale;

(v) Mortgagee shall deliver to the auction sale purchaser of the Property a deed which conveys title to the Property without any covenant or warranty, express or implied;

(vi) Any person, including Mortgagor, Mortgagee or Mortgagee, may purchase the Property at Mortgagee's public auction; Mortgagee may credit the amount of its auction sale bid by the amount of Mortgagor's indebtedness to Mortgagee under this Mortgage or the Note, or any fraction thereof in the event Mortgagee determines to make an upset bid, including, without limitation, Mortgagee's fees and costs and expenses (including reasonable attorney's fees) of the sale of the Property; and

(vii) The proceeds of Mortgagee's public auction of the Property shall be applied in the following manner:

a) Payment of the costs and expenses of the sale, including, but not limited to Mortgagee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Mortgagee;

b) Repayment of all of Mortgagee's expenditures under the terms of this Mortgage, plus interest at the Default Interest Rate;

c) Payment of the indebtedness and all other obligations of Mortgagor secured by this Mortgage, in any order that Mortgagee chooses; and

d) The remainder, if any, to satisfy the outstanding balance of obligations secured by any junior liens or encumbrances in the order of their priority, then to Mortgagor or Mortgagor's successor in interest.

20. **CONTINUING REMEDIES.** It is further expressly agreed that neither failure of Mortgagee to exercise any option to declare maturity of the principal debt or any other sums hereby secured under any of the foregoing covenants and stipulations, nor procurement of insurance or

payment of taxes as hereinbefore provided, shall be taken or deemed a waiver of the right to exercise such option or to declare such maturity as to such past or any subsequent violation of any of such covenants or stipulations.

21. **COVENANTS RUN WITH LAND.** The covenants, conditions and agreements contained in this Mortgage shall be deemed as running with the land and shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective successors, assigns, executors, administrators, Mortgagees, personal representatives, or heirs.

22. **NO WAIVER OF MORTGAGEE'S RIGHTS.** Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof. Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, or the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and Mortgagee extending from time to time the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of Mortgagor or such other person, and, in the latter event, Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee.

(a) Regardless of consideration, and without the necessity for any notice to or consent by the holder of any permitted subordinate lien on the Mortgaged Premises, Mortgagee may release the obligation of anyone at any time liable for any of the Indebtedness secured by this Mortgage or any part of the security held for the Indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the Note and/or Mortgage without, as to the security of the remainder thereof, in any way impairing or affecting the lien of this Mortgage the priority of such lien, as security for the payment of the Indebtedness as it may be so extended or modified, over any subordinate lien, and the Mortgagee may resort for the payment of the Indebtedness secured hereby to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

23. **WAIVER IN WRITING.** Any and all covenants in this Mortgage may from time to time, by an instrument in writing signed by Mortgagee and delivered to Mortgagor, be waived to such extent and in such manner as Mortgagee may desire, but no such waiver shall ever affect or impair Mortgagee's rights or liens hereunder, except to the extent specifically stated in such written instrument.

24. **MARSHALLING OF ASSETS.** Mortgagor hereby waives all rights of marshalling in the event of any foreclosure of this Mortgage.

25. **NOTICES.** Whenever this Mortgage permits or requires any consent, approval, notice, request or demand from one party to another, the consent, approval, notice, request or demand shall be in writing and shall be deemed to have been given on the third business day after it is enclosed in an envelope, properly stamped, sealed and deposited in the United States mail, certified, return receipt requested, addressed to the party to be notified at the following address set forth above.

26. **CHOICE OF LAW.** It is agreed between Mortgagor and Mortgagee that the laws of the State of Oklahoma shall govern the validity, construction, interpretation, and legal effect of this Mortgage and the Note and the rights and duties of the parties hereunder.

27. **DEFAULT UPON OTHER INDEBTEDNESS.** In the event of default and failure to cure any other debt owed by Mortgagor to Mortgagee, Mortgagee may, at Mortgagee's option, declare all Indebtedness hereby secured to be immediately due and payable and exercise any or all of Mortgagee's rights herein provided.

28. **CONSTRUCTION.** Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Mortgaged Premises so long as the same are encumbered by this Mortgage," the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage," and the word "Note" shall mean "the note secured by this Mortgage" and the word "person" shall mean "an individual, corporation, partnership or unincorporated association." The Paragraph headings contained herein are included as a matter of convenience and are not intended to define, limit, or modify the terms of this Mortgage. All words and phrases with their initial letter capitalized shall be afforded the meaning given in the Agreement.

29. **AMENDMENT.** This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought.

30. **RELATIONSHIP OF MORTGAGOR AND MORTGAGEE.** This Mortgage is given as an incident to a lending transaction between Mortgagor and Mortgagee, and in no event shall Mortgagee be construed to be a partner or associate of Mortgagor in the conduct of the business, as landlord or otherwise, on or about the Mortgaged Premises, nor shall Mortgagee be liable for any debts or obligations incurred by Mortgagor in the conduct of such business, it being understood and agreed that the relationship of the parties is and at all times shall remain that of Borrower and Lender.

31. **JOINDER BY IHP.** Ideal Homes of Norman, L.P., an Oklahoma limited partnership ("IHP") joins in the execution of this Mortgage and does hereby grant to the Mortgagee all of its right, title and interest in and to the Mortgaged Premises, of any nature whatsoever, now owned or hereafter acquired. The granting of this Mortgage includes the express agreement that the doctrine of after acquired title shall be applicable to all interests which IHP may hereafter

acquire in and to the Mortgaged Premises and such interests shall inure automatically to the benefit of the Mortgagee.

32. **SEVERABILITY.** Should any clause or provision of this Mortgage be invalid or void for any reason, such invalid or void clause shall not affect the whole of this Mortgage, and the balance of the provisions shall remain in full force and effect.

EXECUTED this 22 day of Feb, 2022.

"MORTGAGOR"

IH DEVELOPMENT, LLC, an Oklahoma
limited liability company

By:

Susan JaRee Stambeck
Susan JaRee Stambeck, Manager

STATE OF OKLAHOMA)
) ss:
COUNTY OF OK)

Before me, a Notary Public in and for said County and State, on this 2 day of Feb, 20 22, personally appeared Susan JaRee Stambeck, to me known to be the identical person who subscribed the name of the Mortgagor to the foregoing instrument as its Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

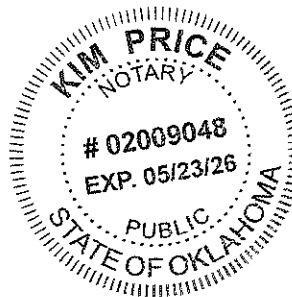
Given under my hand and seal of office the day and year last above written.

Kim Price

NOTARY PUBLIC

My Commission Expires:

Commission No.:



**IDEAL HOMES OF NORMAN, L.P., an
Oklahoma limited partnership**

By: *JaRee Stambeck*
Name: JaRee Stambeck, Manager
Title: IDEAL HOMES CONSTRUCTION,
LLC., a General Partner

STATE OF OKLAHOMA)
) ss:
COUNTY OF *DL*)

Before me, a Notary Public in and for said County and State, on this *22* day of *Feb*, 20 *22*, personally appeared *JaRee Stambeck*, to me known to be the General Partner of Ideal Homes of Norman, L.P., an Oklahoma limited partnership to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Kim Price
NOTARY PUBLIC

My Commission Expires: _____

Commission No.: _____



EXHIBIT A

Order No.: 710062101352

A tract of land being a part of the Southwest Quarter (SW 1/4), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW 1/4; THENCE South 00°37'25" East along the West line of said SW 1/4 a distance of 1034.20 feet to the POINT OF BEGINNING; THENCE North 89°57'13" East a distance of 338.88 feet; THENCE North 00°02'47" West a distance of 108.62 feet; THENCE North 11°59'44" East a distance of 50.03 feet; THENCE North 00°14'34" West a distance of 126.02 feet; THENCE South 69°06'26" East a distance of 146.15 feet; THENCE South 45°02'47" East a distance of 122.10 feet; THENCE North 89°57'13" East a distance of 130.59 feet; THENCE North 00°02'47" West a distance of 5.00 feet; THENCE North 89°57'13" East a distance of 165.00 feet; THENCE North 00°02'47" West a distance of 7.15 feet; THENCE North 89°45'26" East a distance of 537.92 feet; THENCE North 00°14'34" West a distance of 3.00 feet; THENCE North 89°45'26" East a distance of 165.00 feet; THENCE South 00°16'10" East a distance of 168.00 feet; THENCE North 89°45'26" East a distance of 84.99 feet to a point of curvature; THENCE around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears South 71°48'28" East, a distance of 15.81 feet) and an arc length of 16.09 feet to a point of reverse curvature ; THENCE around a curve to the left having a radius of 50.00 feet (said curve subtended by a chord which bears North 44°45'26" East, a distance of 98.99 feet) and an arc length of 142.89 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears North 18°40'40" West, a distance of 15.81 feet) and an arc length of 16.09 feet: THENCE North 00°14'34" West a distance of 45.00 feet; THENCE North 89°45'26" East a distance of 286.00 feet; THENCE South 00°02'47" East a distance of 401.11 feet; THENCE South 89°57'13" West a distance of 2018.62 feet; THENCE North 00°37'25" West a distance of 280.01 feet to the POINT OF BEGINNING.

EXHIBIT B

Permitted Encumbrances



Return to:
Chicago Title Oklahoma
210 Park Ave., Suite 210
Oklahoma City, OK 73102
File # 710701900732

**REAL ESTATE MORTGAGE,
SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES**

TREASURER ENDORSEMENT
I hereby certify that I have received \$ 1199.30
and issued receipt No. 217 in payment
of mortgage tax. Dated this 19
day of May 20 20
CARLA MANNING
County Treas., Payne County, Okla
By [Signature]
Deputy

1-2020-005249 Book: 2566 pg: 117
5/20/2020 9:54 AM pgs: 117 - 131
Fees: \$46.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE AND
SECURITY AGREEMENT. A POWER OF SALE MAY ALLOW THE
MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL
IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION
UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.**

KNOW ALL MEN BY THESE PRESENTS that **PARK VALLEY LAND FUND, LLC**, an Oklahoma limited liability company, having a mailing address of 1320 N Porter Ave, Norman, OK (hereinafter called the "Mortgagor" whether one or more), hereby grants, conveys, assigns, mortgages and warrants, and grants a power of sale, to **CROSSFIRST BANK**, a Kansas state-chartered bank, as Mortgagee, having its principal office at 5001 Gaillardia Corporate Place, Oklahoma City, OK 73142 (hereinafter called the "Mortgagee," which term shall be construed to include Mortgagee's successors and assigns), all of Mortgagor's right, title and interest in and to certain real property situated in the County of Oklahoma, State of Oklahoma, described on **Exhibit "A"** attached hereto and made a part hereof (hereafter the "Mortgaged Premises"), together with:

(a) all streets, driveways, curbs, gutter, sanitary sewers, storm sewers, utilities, fences and other buildings, structures and improvements of any nature constructed or installed on the Mortgaged Premises (the Improvements"). Improvements shall specifically include all hereafter acquired fixtures purchased with the Loan proceeds;

(b) all of Mortgagor's right, title, and interest in easements, party walls and all other estates in the Mortgaged Premises;

(c) additionally, all present and future equipment and fixtures now owned or hereafter acquired and placed in or upon the Mortgaged Premises or now or hereafter attached to and used in connection with the Improvements to the Mortgaged Premises;

(d) any and all contracts and subcontracts relating to the development of the Mortgaged Premises including any contracts or subcontracts relating to Improvements);

(e) any and all plans and specifications for development of the Improvements;

(f) any and all permits, licenses, franchises, certificates, warranties and other rights and privileges obtained in connection with the development of the Mortgaged Premises;

** Re-recording mortgage to correct legal description**

15 pgs
2/16
3/6
10

(g) any and all proceeds payable or to be payable under any policy of insurance relating to the development of the Mortgaged Premises;

(h) any and all proceeds arising from the taking of all or a part of the Mortgaged Premises for any public or quasi-public use under any law or by right of eminent domain, all of which shall be subject to the lien of this Mortgage; and

(i) any and all leases of the Mortgaged Premises.

TO HAVE AND TO HOLD the Mortgaged Premises, with all the tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in any wise now or hereafter appertaining unto and to the use of the Mortgagee, and Mortgagee's successors and assigns, forever.

THE MORTGAGOR HEREBY COVENANTS AND AGREES THAT:

1. **INDEBTEDNESS.** This Mortgage is given as security for (all of which is hereinafter called the "Indebtedness"):

(i) performance and observance of the covenants and agreements herein contained;

(ii) the indebtedness of Mortgagor to Mortgagee evidenced by that certain Promissory Note with an effective date of May 15, 2020 in the face amount of not to One-Million One-Hundred Ninety-Nine Thousand Two-Hundred Fifty Dollars And 00/100 Dollars (\$1,199,250.00), or so much as may be disbursed pursuant to the terms thereof, together with interest payable as provided therein, and having a maturity date of May 15, 2025 (60) months from the date of the execution of this Mortgage (the "Note");

(iii) additionally, to secure any and all renewals or extensions of all or any part of the Indebtedness, obligations, loans, advances and liabilities described herein; and

(iv) to secure Mortgagor's obligations under the applicable terms and conditions of the Land Acquisition Loan Agreement dated effective May 15, 2020 (the "Agreement").

This Mortgage is subject to all of the provisions of the Agreement and any Event of Default by Mortgagor under the Agreement shall be considered an event of default under this Mortgage. If Mortgagor shall well and truly pay unto Mortgagee the Indebtedness secured hereby, together with all interest thereon, and shall conform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in the Agreement, and in the aforementioned Note and shall in all things do and perform all other agreements between Mortgagor and Mortgagee, then this Mortgage shall be and become null and void.

2. **TITLE.** Mortgagor represents and warrants that:

(i) The Mortgagor's interest in the Mortgaged Premises is owned free and clear of all encumbrances, except building and use restrictions of record, if any, and taxes and assessments not yet due and payable and the Permitted Encumbrances reflected on Exhibit B hereto.

(ii) Mortgagor will make any further assurances of its interest in and to said Mortgaged Premises as Mortgagee may reasonably require and will warrant and defend the Mortgaged Premises against all lawful claims and demands whatsoever.

3. **INSURANCE.** Mortgagor agrees: (a) to keep the Mortgaged Premises, including the improvements thereon, unceasingly insured during the life of this Mortgage all as provided in the Agreement.

4. **PAYMENT OF TAXES.** The Mortgagor shall pay all taxes, if any, and all assessments and governmental charges or levies imposed on the Mortgagor's assets or income, or upon the Mortgaged Premises or the Improvements prior to the date which penalties attach thereto, except to the extent such taxes are being contested in good faith by appropriate proceedings and adequate reserves therefore have been established on the books of the Mortgagor.

5. **ADVANCES FOR TAXES, INSURANCE, AND OTHER MATTERS.** If Mortgagor shall neglect or refuse to maintain and pay the premiums for insurance which may be required under Paragraph 3 above or to pay and discharge all taxes, assessments, and charges of every nature and to whomever assessed, as provided in Paragraph 4 above, Mortgagee may, at Mortgagee's election, obtain such insurance or pay such taxes, assessments, and charges. Any amounts paid as a result of the preceding sentence, together with interest thereon from the date of payment at the rate of ten percent (10%) per annum, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid shall be added to and become a part of the Indebtedness secured hereby. Any such advance may be collected as a part of the principal debt in any suit hereon.

(a) Mortgagee, by the payment of any tax, assessment, or charge, may, if Mortgagee sees fit, be thereby subrogated to the rights of the State, County, and all political or governmental subdivisions.

(b) No such advances by Mortgagee under this Paragraph 5 shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon. The exercise of the rights to make advances granted in this Paragraph shall be optional with Mortgagee and not obligatory and Mortgagee shall not in any case be liable to Mortgagor for failure to exercise any such rights.

6. **COVENANT AGAINST WASTE.** Mortgagor at all times shall keep the Mortgaged Premises in good order and repair and shall not, without the prior written consent of the Mortgagee, commit any waste of the Mortgaged Premises or any violation of any law, regulation, ordinance or contract affecting the Mortgaged Premises and shall not commit or

suffer any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) on the Mortgaged Premises without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, except as hereinafter provided in Paragraph 15. Mortgagor shall comply with and shall not violate any easement, restrictions, agreements, covenants and conditions with respect to or affecting the Mortgaged Premises or any part thereof.

7. **CONDEMNATION.** Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present owners of the Mortgaged Premises covered by this Mortgage by virtue of any exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way or for any change of grade of street affecting the Mortgaged Premises, are hereby assigned to Mortgagee. Mortgagee, at Mortgagee's option, is hereby authorized, directed, and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts and acquittances therefor.

(a) Mortgagee may, at Mortgagee's election, use such proceeds to the extent of the unpaid Indebtedness secured hereby in any one or more of the following ways:

(i) apply the same, or any part thereof, upon the Indebtedness secured hereby, whether such Indebtedness then be matured or unmatured;

(ii) use the same, or any part thereof, to fulfill any of the covenants contained herein as Mortgagee may determine;

(iii) use the same, or any part thereof, to replace or restore the property to a condition satisfactory to Mortgagee; or

(iv) release the same to Mortgagor.

(b) Mortgagor hereby covenants and agrees upon written request by Mortgagee, to make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

8. **TAX AND INSURANCE ESCROW.** Upon the request of Mortgagee, in accordance with the terms of the Loan Agreement, Mortgagor shall deposit in an interest-bearing escrow account, on dates upon which each installment of principal and interest is payable, amounts equal to one-twelfth (1/12th) the estimated annual ad valorem taxes and annual insurance premiums for purposes of creating and maintaining a reserve fund from which to pay, before the same become due, all annual taxes, assessments, liens and charges on or against the Mortgaged Premises, and annual premiums for insurance as herein covenanted to be furnished by the Mortgagor. However, Mortgagee agrees only to make such request of Mortgagor in the event that Mortgagor fails to maintain coverage and provide proof of insurance to Mortgagee, Mortgagee receives a notice of lapse of insurance coverage from Mortgagor's provider, or any payment of ad valorem taxes is not made as and when due.

(a) Upon the occurrence and during the continuance of any event of default under the terms of this Mortgage, any part or all of the aforesaid reserve fund may be applied to any part of the Indebtedness hereby secured.

9. **RIGHT OF INSPECTION.** At any time and from time to time, but during normal business hours upon reasonable prior notice, Mortgagee or Mortgagee's agents and representatives shall have the right to inspect the Mortgaged Premises.

10. **MECHANICS AND MATERIALMEN'S LIENS.** The Mortgagor shall not create, assume or suffer to exist any mechanics', materialmen's or laborers' liens on the Mortgaged Premises; provided, however, the Mortgagor may in good faith contest the validity of any such lien by posting the bond or cash deposit to discharge said lien in form and manner satisfactory to Mortgagee or as provided by applicable law within thirty (30) days of the date of filing of the same, time being of the essence.

11. **SUBROGATION.** To the extent all or any portion of the proceeds of the Note secured hereby is used for the purpose of retiring debt or debts secured by prior liens on the Mortgaged Premises, Mortgagee shall be subrogated to the rights and lien priority of the lien(s) so discharged.

12. **ASSIGNMENT OF LEASES.** It is contemplated to the extent, if any, Mortgagor leases any part of the property which comprise the Mortgaged Premises, all leases and rents are hereby assigned to Mortgagee as additional collateral security.

13. **OTHER LIENS.** Mortgagor shall not acquire any fixtures, equipment or apparatus or other personal property covered by this Mortgage subject to any security interest or other charge or lien taking precedence over this Mortgage, except with the prior written consent of Mortgagee.

14. **CONVEYANCE OR FURTHER ENCUMBRANCE BY MORTGAGOR.** In the event Mortgagor, without the prior written consent of Mortgagee, shall pledge, mortgage or otherwise encumber, assign, sell, transfer, convey or permit to be mortgaged, encumbered, assigned, sold, transferred or conveyed, Mortgagor's legal or equitable interest in the Mortgaged Premises, or any part thereof, Mortgagee shall be entitled, at Mortgagee's option, to declare all sums secured hereby immediately due and payable.

15. **FEES AND EXPENSES.** Mortgagor shall pay Mortgagee's reasonable attorney's fees, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants, or agreements, which amount shall be an additional lien on the Mortgaged Premises.

16. **CONTINUING LIEN.** This Mortgage creates a continuing lien to secure the full and final payment of the Indebtedness hereby secured and the performance of all the other obligations secured or imposed hereby.

17. **TAX ON INDEBTEDNESS.** Mortgagor hereby agrees to pay any and all taxes which may be levied or assessed directly or indirectly upon the Indebtedness hereby secured and this Mortgage, without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee, Mortgagee's successors or assigns. Upon violation of this agreement, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by a Mortgagor is legally inoperative, or if the rate of said tax, when added to the rate of interest provided for in the Note, shall exceed the then legal rate of interest, then, and in any such event, the Indebtedness hereby secured, without deduction, shall, at the option of Mortgagee, become immediately due and payable, anything contained in this Mortgage or in the Note secured hereby notwithstanding. The additional amounts which may become due and payable hereunder shall be regarded as interest, and shall be part of the debt secured by the Note and this Mortgage. Otherwise Mortgagor shall pay all of such charges.

18. **EVENTS OF DEFAULT.** The occurrence of any one or more of the following shall, at the option of Mortgagee, be considered an event of default hereof. To the extent, if any, there is a conflict between the Events of Default set forth in this Mortgage and the Event of Default as set forth in the Agreement, the terms of the Agreement shall control:

(a) The Mortgagor fails to pay the Note or any other payment required by this Mortgage or the Agreement and such failure continues for 10 days following written notice by Lender to Mortgagor, whether at a date for the payment of a fixed installment or contingent or other payment to Lender or as a result of acceleration or otherwise; or

(b) Any "Default" or "Event of Default" occurs under any Loan Document relating to the applicable Development Loan which defines either of such terms, and the same is not remedied within the applicable period of grace (if any) provided in such Development Loan; provided, however, that if any Loan Document specifies a cure period that is shorter than (i) 10 days following notice by Lender to Mortgagor, in the case of a payment default, or (ii) 30 days following notice by Lender to Mortgagor, in the case of a covenant default, then the applicable period of grace shall be 10 or 30 days, as applicable; or

(c) The Mortgagor fails (other than as referred to in subsections (a) and (b) above) to duly observe, perform or comply with any material covenant, agreement, condition or provision of any Loan Document between the Mortgagor and Lender relating to the Note or the Mortgage and such failure is not remedied within 30 days after notice thereof is given by Lender to Mortgagor, provided that if Mortgagor is and continues to diligently pursue a cure; the cure period shall be extended by up to an additional 90 days; or

(d) Any representation or warranty previously, presently or hereafter made in writing by or on behalf of the Mortgagor in connection with any Loan Document relating to the Note and Mortgage shall prove to have been false or incorrect in any material respect on any date on or as of which made; or

(e) The Mortgagor defaults in any agreement, instrument, or indenture by

which it is bound and (i) such failure has a material adverse effect on the business or financial condition of Mortgagor, or the ability of Mortgagor to perform under this Mortgage, and (ii) such failure is not remedied within the applicable period of grace (if any) provided in the Agreement or instrument; or

(f) The applicable Borrower

(i) suffers the entry against it of an adjudication, decree or order for relief by a court of competent jurisdiction in an involuntary case commenced under any applicable bankruptcy, insolvency or other similar law of any jurisdiction now or hereafter in effect, including the Bankruptcy Reform Act of 1978, as amended, and the same is not dismissed within sixty (60) days; or

(ii) suffers the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for a substantial part of its assets or for any part of the Collateral in a proceeding brought against or initiated by it, and such appointment is neither made ineffective nor discharged within sixty (60) days after the making thereof, or such appointment is consented to, requested by, or acquiesced to by it; or

(iii) commences a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, including the Bankruptcy Reform Act of 1978, as amended; or consents to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of any substantial part of its assets or any part of the Collateral; or makes a general assignment for the benefit of creditors; or fails generally to pay its debts as such debts become due; or takes corporate or other action in furtherance of any of the foregoing; or

(iv) suffers the entry against it of a final judgment for the payment of money in excess of \$100,000.00 not otherwise covered by insurance, unless the same is discharged within sixty (60) days after the date of entry thereof or an appeal or appropriate proceeding for review thereof is taken within said period and a stay of execution pending such appeal is obtained; or

(v) Suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial part of its property or any part of the Collateral, and such writ or warrant of attachment or any similar process is not stayed or released within sixty (60) days after the entry of levy thereof or after any stay is vacated or set aside.

19. **REMEDIES.** Upon the occurrence and continuance of an Event of Default, and if such Event of Default is not cured during any applicable cure period the Mortgagee may, at its option, exercise the following rights and remedies to the extent, if any, there is a conflict

between the Remedies set forth in this Mortgage and the Remedies set forth on the Agreement, the terms of the Agreement shall control.

(a) Acceleration of Note; Foreclosure of Mortgage. Declare the Note, at Lender's option, to be immediately due and payable whereupon said Note shall become forthwith due and payable without presentment, demand, protest or notice of any kind, and the Lender shall be entitled to cease any advances, under the Note, foreclose its Mortgage and proceed simultaneously or selectively and successively to enforce its rights under the Note to recover the funds advanced thereunder, the Mortgage, this Agreement, the Guaranty Agreements, the Loan Documents related to the Note and/or any of the instruments executed pursuant to the terms hereof, or any one or all of them; and/or

(b) Termination of Advances. Terminate further disbursements under the Note; and/or

(c) Selective Enforcement. In the event the Lender shall elect to selectively and successively enforce its rights under any or either of the aforementioned Loan Documents, such action shall not be deemed a waiver or discharge of any other lien, encumbrance or security instrument securing payment of the Indebtedness until such time as the Lender shall have been paid in full all sums advanced under the Indebtedness. The foreclosure of any lien provided pursuant to this Agreement without the simultaneous foreclosure of all such liens shall not merge the liens granted which are not foreclosed with any interest which the Lender might obtain as a result of such selective and successive foreclosure.

(d) Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in Lender in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by this Agreement or by law or equity shall be vested in Lender.

(e) Nonjudicial Foreclosure. Mortgagee may elect to cause any or all of the Property to be sold pursuant to the power of sale granted by this Mortgage. Should Mortgagee elect to foreclose by exercise of the power of sale granted by this Mortgage:

(i) Mortgagee and/or Mortgagee shall give such notice of default and of election to cause the Mortgaged Premises to be sold as may be required by law or as may be necessary to cause Mortgagee to exercise the power of sale granted herein;

(ii) Mortgagee shall record and give such notice of Mortgagee's sale as then required by law;

(iii) If Mortgagor's default has not been cured and Mortgagor's obligations have not been reinstated within the time allowed by applicable law, Mortgagee, without demand on Mortgagor shall sell the Property at the time and place fixed by Mortgagee in the notice of sale, either as a whole or in separate parcels, and in such order as Mortgagee may direct Mortgagee so to do, at public auction to the highest bidder for cash payable at the time of sale;

(iv) Mortgagee may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may, if allowed to do so by statute, postpone such sale by public announcement at the time fixed by the preceding postponement; and without further notice it may make such sale at the time to which the same shall be postponed; provided, however, that the sale or any postponement thereof must be made at the place fixed by the original notice of sale;

(v) Mortgagee shall deliver to the auction sale purchaser of the Property a deed which conveys title to the Property without any covenant or warranty, express or implied;

(vi) Any person, including Mortgagor, Mortgagee or Mortgagee, may purchase the Property at Mortgagee's public auction; Mortgagee may credit the amount of its auction sale bid by the amount of Mortgagor's indebtedness to Mortgagee under this Mortgage or the Note, or any fraction thereof in the event Mortgagee determines to make an upset bid, including, without limitation, Mortgagee's fees and costs and expenses (including reasonable attorney's fees) of the sale of the Property; and

(vii) The proceeds of Mortgagee's public auction of the Property shall be applied in the following manner:

a) Payment of the costs and expenses of the sale, including, but not limited to Mortgagee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Mortgagee;

b) Repayment of all of Mortgagee's expenditures under the terms of this Mortgage, plus interest at the Default Interest Rate;

c) Payment of the indebtedness and all other obligations of Mortgagor secured by this Mortgage, in any order that Mortgagee chooses; and

d) The remainder, if any, to satisfy the outstanding balance of obligations secured by any junior liens or encumbrances in the order of their priority, then to Mortgagor or Mortgagor's successor in interest.

20. **CONTINUING REMEDIES.** It is further expressly agreed that neither failure of Mortgagee to exercise any option to declare maturity of the principal debt or any other sums hereby secured under any of the foregoing covenants and stipulations, nor procurement of insurance or payment of taxes as hereinbefore provided, shall be taken or deemed a waiver of the right to exercise such option or to declare such maturity as to such past or any subsequent violation of any of such covenants or stipulations.

21. **COVENANTS RUN WITH LAND.** The covenants, conditions and agreements contained in this Mortgage shall be deemed as running with the land and shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective successors, assigns, executors, administrators, Mortgagees, personal representatives, or heirs.

22. **NO WAIVER OF MORTGAGEE'S RIGHTS.** Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof. Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, or the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and Mortgagee extending from time to time the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of Mortgagor or such other person, and, in the latter event, Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee.

(a) Regardless of consideration, and without the necessity for any notice to or consent by the holder of any permitted subordinate lien on the Mortgaged Premises, Mortgagee may release the obligation of anyone at any time liable for any of the Indebtedness secured by this Mortgage or any part of the security held for the Indebtedness and may from time to time extend the time of payment or otherwise modify the terms of the Note and/or Mortgage without, as to the security of the remainder thereof, in any way impairing or affecting the lien of this Mortgage the priority of such lien, as security for the payment of the Indebtedness as it may be so extended or modified, over any subordinate lien, and the Mortgagee may resort for the payment of the Indebtedness secured hereby to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

23. **WAIVER IN WRITING.** Any and all covenants in this Mortgage may from time to time, by an instrument in writing signed by Mortgagee and delivered to Mortgagor,

be waived to such extent and in such manner as Mortgagee may desire, but no such waiver shall ever affect or impair Mortgagee's rights or liens hereunder, except to the extent specifically stated in such written instrument.

24. **MARSHALLING OF ASSETS.** Mortgagor hereby waives all rights of marshalling in the event of any foreclosure of this Mortgage.

25. **NOTICES.** Whenever this Mortgage permits or requires any consent, approval, notice, request or demand from one party to another, the consent, approval, notice, request or demand shall be in writing and shall be deemed to have been given on the third business day after it is enclosed in an envelope, properly stamped, sealed and deposited in the United States mail, certified, return receipt requested, addressed to the party to be notified at the following address set forth above.

26. **CHOICE OF LAW.** It is agreed between Mortgagor and Mortgagee that the laws of the State of Oklahoma shall govern the validity, construction, interpretation, and legal effect of this Mortgage and the Note and the rights and duties of the parties hereunder.

27. **DEFAULT UPON OTHER INDEBTEDNESS.** In the event of default and failure to cure any other debt owed by Mortgagor to Mortgagee, Mortgagee may, at Mortgagee's option, declare all Indebtedness hereby secured to be immediately due and payable and exercise any or all of Mortgagee's rights herein provided.

28. **CONSTRUCTION.** Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Mortgaged Premises so long as the same are encumbered by this Mortgage," the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage," and the word "Note" shall mean "the note secured by this Mortgage" and the word "person" shall mean "an individual, corporation, partnership or unincorporated association." The Paragraph headings contained herein are included as a matter of convenience and are not intended to define, limit, or modify the terms of this Mortgage. All words and phrases with their initial letter capitalized shall be afforded the meaning given in the Agreement.

29. **AMENDMENT.** This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought.

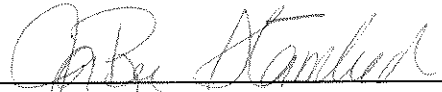
30. **RELATIONSHIP OF MORTGAGOR AND MORTGAGEE.** This Mortgage is given as an incident to a lending transaction between Mortgagor and Mortgagee, and in no event shall Mortgagee be construed to be a partner or associate of Mortgagor in the conduct of the business, as landlord or otherwise, on or about the Mortgaged Premises, nor shall Mortgagee be liable for any debts or obligations incurred by Mortgagor in the conduct of such business, it being understood and agreed that the relationship of the parties is and at all times shall remain that of borrower and lender.

31. **SEVERABILITY.** Should any clause or provision of this Mortgage be invalid or void for any reason, such invalid or void clause shall not affect the whole of this Mortgage, and the balance of the provisions shall remain in full force and effect.

EXECUTED this 15th day of May 2020.

“MORTGAGOR”

PARK VALLEY LAND FUND, LLC, an
Oklahoma limited liability company

By: 
Name: JaRee Stambeck, Manager

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 15 day of May, 2020, personally appeared JaRee Stambeck, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.


NOTARY PUBLIC

My Commission Expires: _____

Commission No.: _____



EXHIBIT A

The North Half (N/2) of the Southwest Quarter (SW/4) of Section Twenty-Seven (27), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma.

EXHIBIT B

Permitted Encumbrances



RECEIPT FOR MORTGAGE TAX PAYNE COUNTY TREASURER

June 14, 2023

No. **2226**

RECEIVED OF: CHICAGO TITLE OKLAHOMA CO., the sum of \$5.00 DOLLARS
in payment of Real Estate Mortgage Tax levied pursuant to 68 O.S. 1981, § 1904 on the following described Mortgages to wit:

Name of Mortgagor	Section / Lot	Township	Range / Blk.
PARK VALLEY LAND FUND, LLC			
Name of Mortgagee	Date of Mtg.	When Due	Term of Mtg.
CROSSFIRST BANK	5/15/2020	5/15/2025	5
Description of Property	Amount of Mtg.	Rate of Mtg.	Amount of Tax
N/2 OF SW/4 OF SEC 27 TOWNSHIP 19 N RANGE 2 E OF I.M. PAYNE COUNTY	0.00	0.10	0.00
Remarks			
CHECK# 8402			
	+ FEE:		5.00
	TOTAL:		5.00

Cash _____ \$ _____
Check _____ \$ 5.00
Other _____ \$ _____

Total Received _____ \$ 5.00

CRW

CARLA J MANNING, County Treasurer

By Catche Warsham Deputy

STATE OF OKLAHOMA
Rate of Tax on each \$100 and each remaining fraction thereof:
5 years or more.....\$0.10
4 years and less than 5 years.....\$0.08
3 years and less than 4 years.....\$0.06
2 years and less than 3 years.....\$0.04
Less than 2 years.....\$0.02
Mortgage for less than \$100.....\$0.10
Certification Fee per Mortgage.....\$5.00

Customer Copy



RECEIPT FOR MORTGAGE TAX

PAYNE COUNTY TREASURER

June 14, 2023

No. **2225**

RECEIVED OF: CHICAGO TITLE OKLAHOMA CO., the sum of \$5.00 DOLLARS

in payment of Real Estate Mortgage Tax levied pursuant to 68 O.S. 1981, § 1904 on the following described Mortgages to wit:

Name of Mortgagor	Section / Lot	Township	Range / Blk.
IDEAL HOMES OF NORMAN			
Name of Mortgagee	Date of Mtg.	When Due	Term of Mtg.
CROSSFIRST BANK	2/22/2023	8/22/2025	2
Description of Property	Amount of Mtg.	Rate of Mtg.	Amount of Tax
SEE ATTACHED	0.00	0.00	0.00
Remarks			
CHECK # 8402			
	+ FEE:		5.00
	TOTAL:		5.00

Cash _____ \$ _____
 Check _____ \$ 5.00
 Other _____ \$ _____

Total Received _____ \$ 5.00

CRW

CARLA J MANNING, County Treasurer

By Carla Washam Deputy

STATE OF OKLAHOMA
 Rate of Tax on each \$100 and each remaining fraction thereof:
 5 years or more.....\$0.10
 4 years and less than 5 years.....\$0.08
 3 years and less than 4 years.....\$0.06
 2 years and less than 3 years.....\$0.04
 Less than 2 years.....\$0.02
 Mortgage for less than \$100.....\$0.10
 Certification Fee per Mortgage.....\$5.00

Customer Copy

	REPORT TO: STILLWATER PLANNING COMMISSION No. SUB20-02	
	ISSUED BY THE COMMUNITY DEVELOPMENT DEPARTMENT - STILLWATER, OKLAHOMA	

Date of Meeting: May 12, 2020

Subject: Preliminary Plat: Park Valley Addition

Purpose of Report: The applicant requests review and approval of a preliminary plat at the southeast corner of the intersection of W. 26th Avenue and S. Western Road, known as Park Valley Addition, to subdivide property into 329 single-family residential lots and seven outlots.

Background: The property is located on the south city limit border at the southeast corner of W. 26th Avenue and S. Western Road. The property is zoned RSS, Small Lot Single-Family Residential District and A, Agriculture. The property was previously utilized as pastureland. This application was deferred from the March 3, 2020 Planning Commission meeting at the request of the applicant in order for the applicant to address issues with the sewer and water infrastructure.

Application Processing Information:

Applicant/Owner – IH Development, LLC / Stillwater Land Partners, LLC

Notice – Letters mailed to property owners within 300 feet

Assigned Planner – Rian Harkins, Senior Planner

Processing Track:

Submittal Date – February 4, 2020

Planning Commission – March 3, 2020, March 24, 2020, May 12, 2020

Project/Site Design Data/Details:

Zoning – RSS Small Lot Single Family Residential, Sec. 23.137

A Agriculture, Sec. 23-170

Existing Use – Agriculture, Undeveloped

Proposed Use – Single Family Residential

Lot – 79.55 acres

Adequate Public Facilities Findings/Improvements:

- **Streets/Traffic:** The property has frontage on Western Road and 26th Avenue.
- **Transit Facilities/Bike Lanes or Trails/Sidewalks:** None currently exist. Sidewalk is required along Western Ave per Section 23-356.
- **Water Service:** City water service is available along Western Road. However, Water Utilities Engineering has noted that the minimum of 40 psi cannot be obtained without additional improvements to the system.
- **Sanitary Sewer Service:** City sewer service is proposed to be connected to a line on the north side of 26th Avenue. However, Water Utilities Engineering has determined they do not have sufficient capacity to support the proposed additional connections without additional improvements to the system.
- **Electric:** City electric service is available along Western Road.

- Engineering/Drainage: Submitted, revisions requested by City Staff that include additional information regarding method of runoff analysis, peak rate comparisons, and other information.

Applicable City Plans/Policies:

The C³ Plan: Low-Density Residential (Page 10-8)

Discussion: The proposed plat will allow for 329 lots to be used as single-family residential and seven outlots. Access to interior lots will be from a proposed local streets that connects to S. Western Road and W. 26th Avenue. The proposed lots range from 5,000 to 7,000 square feet in size.

This proposed preliminary plat is to the immediate north of the proposed Frye Farms preliminary plat that was recently given conditional approval by the planning commission.

The intent of the preliminary plat is to allow the property owner to subdivide the property and sell off individual lots for single-family residential development. The applicant has resubmitted the plat and staff is currently reviewing changes pertaining to electric utilities, sanitary sewer and water capacity and the drainage study. Conditional approval may be an option if above concerns are not addressed.

Findings:

1. The proposed layout of the preliminary plat potentially meets subdivision and zoning requirements.
2. Subdivisions containing more than 30 lots are required by code to provide two points of access to the development.
3. The C3 Plan recommends low-density residential uses at this location. The current land use in this area is residential and agriculture.
4. The proposed density is in alignment with the RSS zoning requirements.

Alternatives:

1. Accept findings and approve the proposed preliminary plat as presented.
2. Reject findings and deny the proposed preliminary plat as presented.
3. Find that additional information or discussion is needed prior to making a decision and table the request to a certain date noting that action must be taken within 60 days of the public hearing.

Prepared by:	Rian Harkins, Senior Planner
Reviewed by:	Lanc Gross, Planning Manager
Date of Preparation:	April 21, 2020
Attachments:	Area Map, Preliminary Plat
Map Designation:	SW

Date of Meeting: August 15, 2023

Subject: Final Plat: Park Valley Section 1

Purpose of Report: The applicant requests review and approval of a final plat, known as Park Valley Addition Section 1, to subdivide property into 58 single-family residential lots and 3 outlots. The recent preliminary plat was approved with conditions by the Planning Commission on May 2, 2023.

Background: The development is located near the Southeast corner of the intersection of South Western Road and West 26th Avenue. Park Valley Addition Preliminary Plat was originally presented to Planning Commission at a special meeting date of May 12, 2020. Planning Commission approved the preliminary plat containing 329 lots and 7 outlots with a vote of 5-0. The Preliminary Plat expired after two years from the date of approval with no final plat of any portion filed. The revised preliminary plat had 301 lots and 8 outlots was presented to Planning Commission on May 2, 2023. Planning Commission motioned for approval with a condition of the preliminary plat upon the verification of ownership of the subject property.

The applicant provided a Correction of Warranty Deed to clarify the ownership of the southern portion of the subject property. The current ownership of the subject property is Park Valley Land Fund, LLC, Ideal Homes of Norman, LP, and IH Development, LLC.

At the time of this report, improvements have not been considered substantially complete by the City Engineering department.

Application Processing Information:

Applicant/Owner – IH Development, LLC, Ideal Homes of Norman, LP, & Park Valley Land Fund, LLC

Notice – No notice required per City Code

Processing Track:

Preliminary Plat Approval with Condition on May 2, 2023 at Planning Commission

Revised Preliminary Plat presenting at August 15, 2023 Planning Commission

Planning Commission – August 15, 2023

City Council – September 11, 2023

Project/Site Design Data/Details:

Zoning – Small Lot Single-Family Residential District, Sec. 23-137 and Agriculture, Sec. 23-170

Existing Use – Vacant land

Proposed Use – 58 residential lots and 3 outlots

Lot – 18.5 acres

Adequate Public Facilities Findings/Improvements:

- Streets/Traffic: The property has access to South Western Road and West 26th Avenue
- Transit Facilities/Bike Lanes or Trails/Sidewalks: No transit currently exist. Sidewalk is required along Western Ave per Section 23-356.
- Water Service: City water service is available.
- Sanitary Sewer Service: City sewer service is available.
- Electric: City electric service is available.

Applicable City Plans/Policies:

The C³ Plan: Low-Density Residential (Page 10-8) is indicated on the Future Land Use Plan.

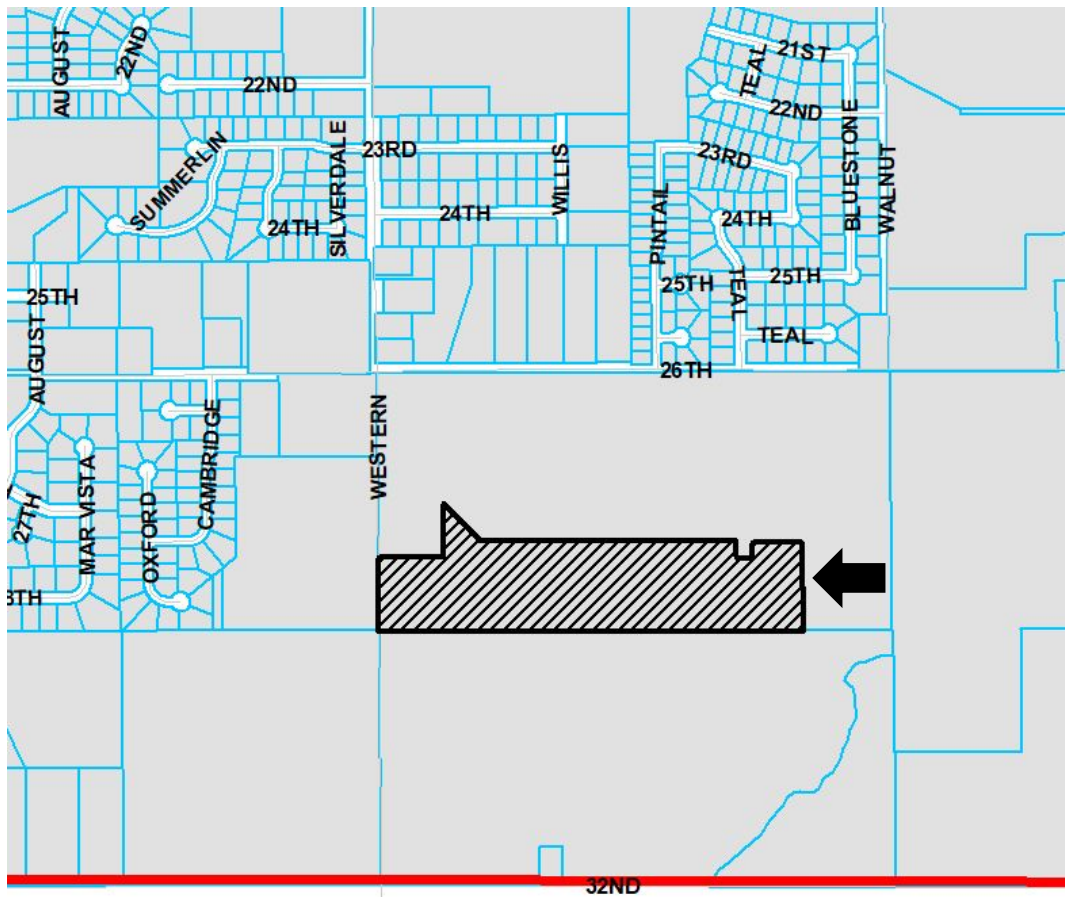
Findings:

1. The proposed preliminary plat meets most subdivision and zoning requirements.
2. Subdivisions under 30 lots are not required by code to provide two points of access to the development.
3. The C3 Plan recommends high-density residential uses at this location. However, the proposed development is similar to much of the existing residential development in the neighborhood.
4. The proposed density is in alignment with the RSS zoning requirements, but not those of the RT Two Family Residential district.
5. A turn-around will be required at the end of the interior street to allow emergency vehicles proper access. An alternative to a turn-around would be to connect the proposed interior street to Tyler Street.
6. Parking will need to be restricted on the proposed streets.

Alternatives:

1. Accept findings and approve the proposed final plat as presented.
2. Accept findings and approve the proposed final plat with conditions.
3. Reject findings and deny the proposed final plat as presented.
4. Find that additional information or discussion is needed prior to making a decision and table the request to a certain date noting that action must be taken within 60 days of the public hearing.

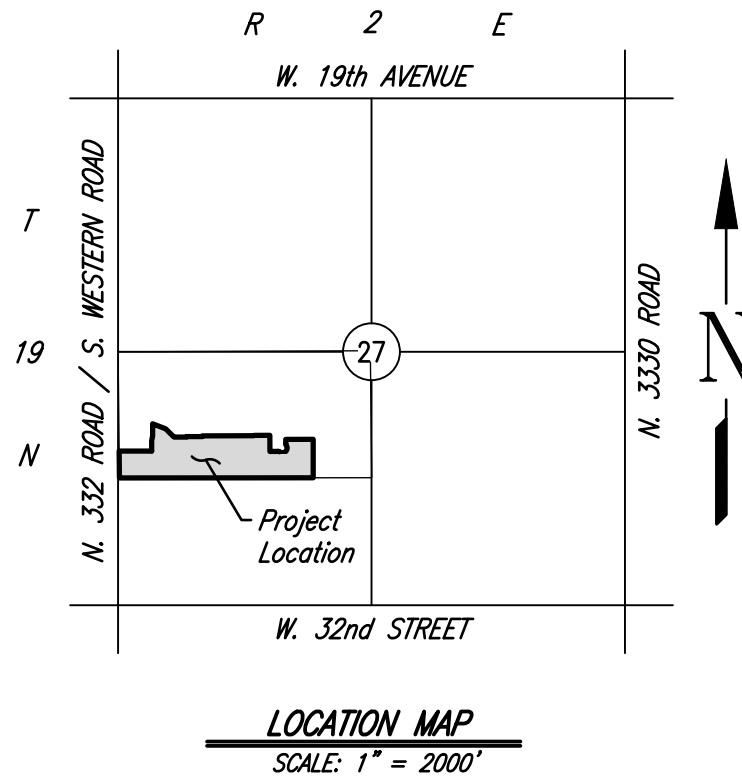
Prepared by:	Jacquelyn Porter, City Planner
Reviewed by:	Joshua Brown, Project Manager Jeff Mathews, Community Development Director
Date of Preparation:	August 9, 2023
Attachments:	Area Map, Final Plat, Lot Table
Map Designation:	SW



The City of
Stillwater
 OKLAHOMA

Project Type: Final Plat (SUB20-14) Park Valley Phase 1
Request: To create 58 residential lots
Address: 1823 W 26th Ave
Applicant: IH Development, LLC

FINAL PLAT
PARK VALLEY ADDITION SECTION 1
A PART OF THE S.W. 1/4, SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA



OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, IH DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company, IDEAL HOMES of NORMAN, L.P., an Oklahoma Limited Partnership, and PARK VALLEY LAND FUND, L.L.C., an Oklahoma Limited Liability Company, do hereby certify that we are the owners of and the only person or persons, corporation or corporations, having any right, title or interest in the land shown on the plat of PARK VALLEY ADDITION SECTION 1, a subdivision of a part of the S.W. 1/4, Section 27, T19N, R2E, I.M., of the Indian Meridian to Stillwater, Payne County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said plat, said plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of PARK VALLEY ADDITION SECTION 1. IH DEVELOPMENT, L.L.C., IDEAL HOMES OF NORMAN, L.P. and PARK VALLEY LAND FUND, L.L.C., dedicates all streets and easements shown on said plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances.

In Witness Whereof the undersigned have caused this instrument to be executed this _____ day of _____, 20____.

IH DEVELOPMENT, L.L.C.
an Oklahoma Limited Liability Company

IDEAL HOMES of NORMAN, L.P.,
an Oklahoma Limited Partnership

PARK VALLEY LAND FUND L.L.C.,
an Oklahoma Limited Liability Company

STATE OF OKLAHOMA s.s.
COUNTY OF PAYNE

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____ personally appeared _____ as Member of IH DEVELOPMENT, L.L.C., _____ as General Partner of IDEAL HOMES of NORMAN, L.P., and _____ as Member of PARK VALLEY LAND FUND, L.L.C., to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of IH DEVELOPMENT, L.L.C., PARK VALLEY LAND FUND, L.L.C., and IDEAL HOMES of NORMAN, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

NOTARY PUBLIC

Notary Seal

CERTIFICATE OF APPROVAL

I, _____, Chairman of the Planning Commission of the City of Stillwater, Oklahoma, hereby certify that the said Planning Commission approved the final plat of PARK VALLEY ADDITION SECTION 1, Stillwater, Oklahoma, this _____ day of _____, 20____.

CHAIRMAN,

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Stillwater, Oklahoma that the dedications shown on the plat of PARK VALLEY ADDITION SECTION 1, Stillwater, Oklahoma are hereby accepted.
Signed by the Mayor of the City of Stillwater, Oklahoma this _____ day of _____, 20____.

ATTEST: _____

CITY CLERK,

MAYOR,

COUNTY TREASURER'S CERTIFICATE

I, Carla Manning, hereby certify that I am the duly elected and acting County Treasurer of Payne County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20____ and all prior years on the land shown on the plat of PARK VALLEY ADDITION SECTION 1, an addition to the City of Stillwater, Payne County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Stillwater, Oklahoma on this _____ day of _____, 20____.

COUNTY TREASURER, Carla Manning

LICENSED LAND SURVEYOR

I, Troy Dee, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of PARK VALLEY ADDITION SECTION 1, an addition to the City of Stillwater, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the _____ day of _____, 20____, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 SECTION 61-108 of the Oklahoma State Statutes.

GOLDEN LAND SURVEYING, P.L.L.C.
4131 NW 122nd St., Suite 100
Oklahoma City, OK. 73120
PHONE: (405) 802-7883

Troy Dee, LICENSED LAND SURVEYOR No. 1745
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 7263 EXPIRES June 30, 2024

STATE OF OKLAHOMA s.s.
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared Troy Dee to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

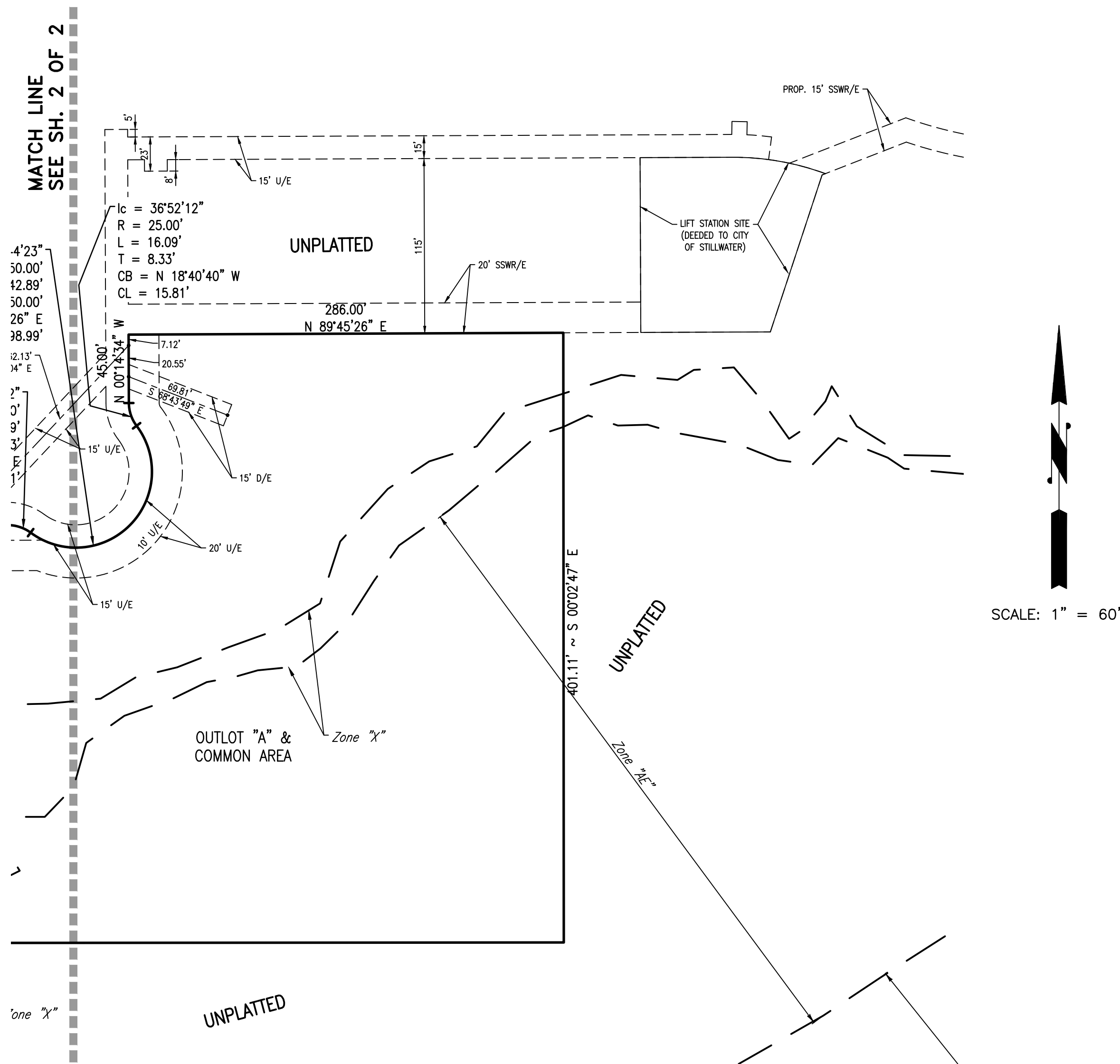
NOTARY PUBLIC

Notary Seal

Date: August 10, 2023

SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
Ph.: (405) 232-7715
Oklahoma CA #464 Exp. 6/30/2025

PARK VALLEY ADDITION SECTION 1
FINAL PLAT
SHEET 1 OF 2



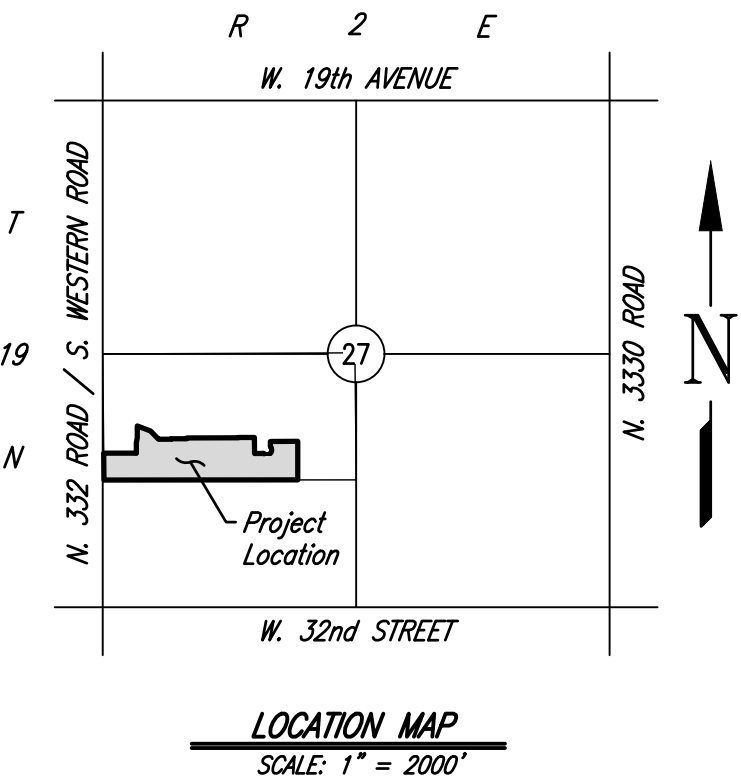
LEGAL DESCRIPTION:

A tract of land being a part of the Southwest Quarter (S.W. ¼), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said S.W. 1/4; THENCE South 00°37'25" East along the West line of said S.W. ¼ a distance of 1034.20 feet to the POINT OF BEGINNING;

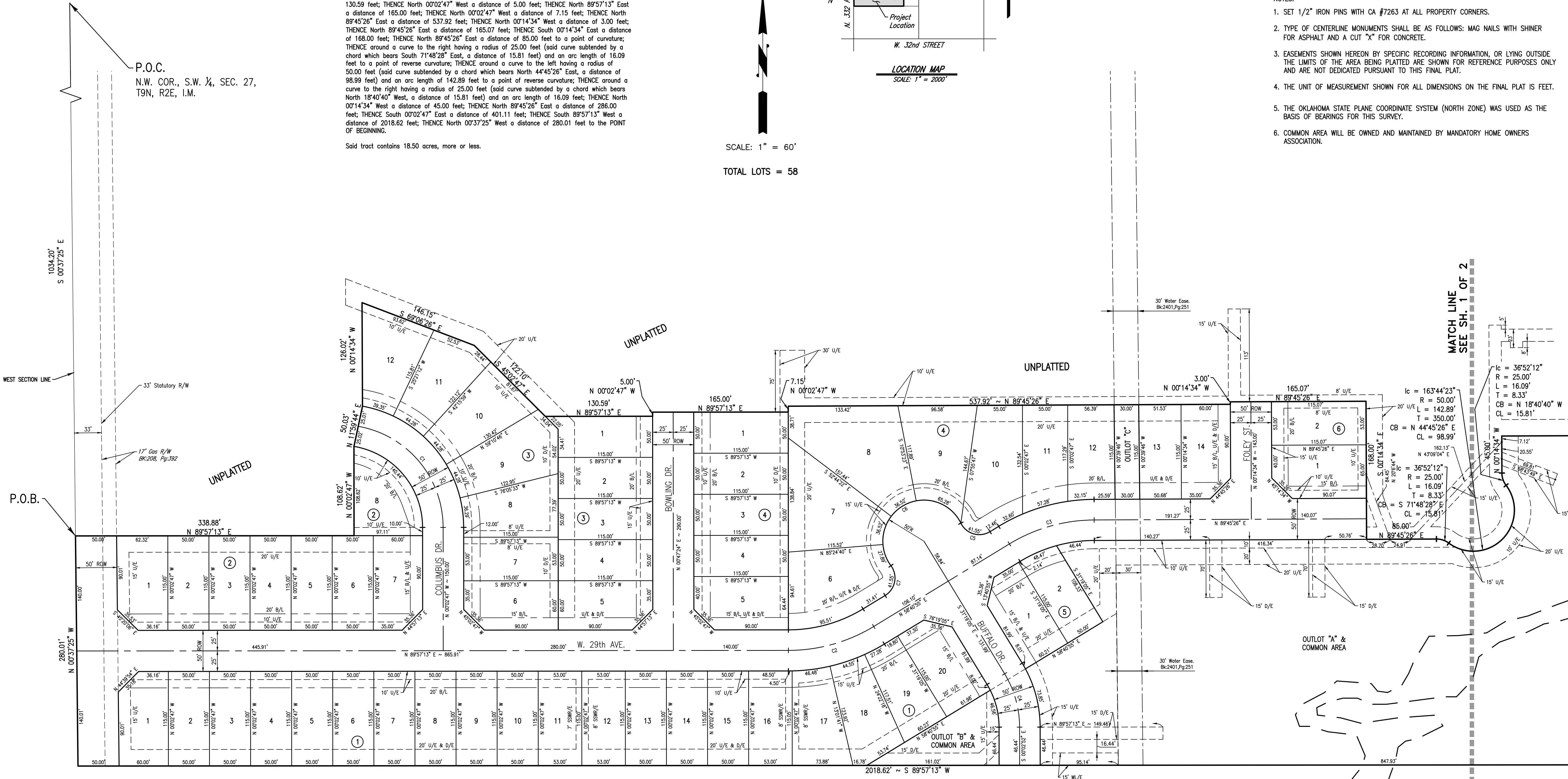
THENCE North 89°57'13" East a distance of 338.88 feet; THENCE North 00°02'47" West a distance of 108.62 feet; THENCE North 11°59'44" East a distance of 50.03 feet; THENCE North 00°14'34" West a distance of 126.02 feet; THENCE South 69°06'26" East a distance of 146.15 feet; THENCE South 45°02'47" East a distance of 122.10 feet; THENCE North 89°57'13" East a distance of 130.59 feet; THENCE North 00°02'47" West a distance of 5.00 feet; THENCE North 89°57'13" East a distance of 165.00 feet; THENCE North 00°02'47" West a distance of 7.15 feet; THENCE North 89°45'26" East a distance of 537.92 feet; THENCE North 00°14'34" West a distance of 3.00 feet; THENCE North 89°45'26" East a distance of 165.07 feet; THENCE South 00°14'34" East a distance of 168.00 feet; THENCE North 89°45'26" East a distance of 85.00 feet to a point of curvature; THENCE around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears South 71°48'28" East, a distance of 15.81 feet) and an arc length of 16.09 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 50.00 feet (said curve subtended by a chord which bears North 44°45'26" East, a distance of 98.99 feet and an arc length of 142.89 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears North 18°40'40" West, a distance of 15.81 feet) and an arc length of 16.09 feet; THENCE North 00°14'34" West a distance of 45.00 feet; THENCE North 89°45'26" East a distance of 286.00 feet; THENCE South 00°02'47" East a distance of 401.11 feet; THENCE South 89°57'13" West a distance of 2018.62 feet; THENCE North 00°37'25" West a distance of 280.01 feet to the POINT OF BEGINNING.

Said tract contains 18.50 acres, more or less.



FINAL PLAT
PARK VALLEY ADDITION SECTION 1
A PART OF THE S.W. 1/4, SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA

- NOTES:
1. SET 1/2" IRON PINS WITH CA #7263 AT ALL PROPERTY CORNERS.
 2. TYPE OF CENTERLINE MONUMENTS SHALL BE AS FOLLOWS: MAG NAILS WITH SHINER FOR ASPHALT AND A CUT "X" FOR CONCRETE.
 3. EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION, OR LYING OUTSIDE THE LIMITS OF THE AREA BEING PLATTED ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.
 4. THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
 5. THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.
 6. COMMON AREA WILL BE OWNED AND MAINTAINED BY MANDATORY HOME OWNERS ASSOCIATION.



CURVE TABLE

CURVE	DELTA	ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD	BEARING	CHORD LENGTH
C1	79°57'49"	125.00	174.45	104.82	N 40°01'41" W	1160.84		
C2	1°16'18"	200.00	108.16	65.98	N 74°19'04" E	107.81		
C3	31°04'51"	200.00	108.47	65.61	S 74°13'11" W	107.15		
C4	31°16'13"	125.00	168.22	64.98	N 15°00'56" E	36.93		
C5	31°16'13"	125.00	168.22	64.98	S 74°20'06" E	36.93		
C6	130°27'54"	50.00	166.21	545.88	S 58°40'55" W	99.58		
C7	89°13'57"	25.00	141.55	27.39	N 11°03'57" E	36.93		

LEGEND

- R.O.W. RIGHT OF WAY
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT
SSW/E SANITARY SEWER EASEMENT
P/E PRIVATE EASEMENT
E/E ELECTRIC EASEMENT
B/L BUILDING SETBACK LINE
-1000- ADDRESSES

Date: August 10, 2023

SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
Ph: (405)232-7715
Oklahoma CA #464 Exp. 6/30/2025

PARK VALLEY ADDITION SECTION 1
FINAL PLAT
SHEET 2 OF 2

Park Valley Addition Section 1

Stillwater, Oklahoma

Lot Areas

August 8, 2023

<u>Lot Identification</u>	<u>Area (square feet)</u>
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BLOCK 1

Block 1, Lot 1	6,654
Block 1, Lot 2	5,750
Block 1, Lot 3	5,750
Block 1, Lot 4	5,750
Block 1, Lot 5	5,750
Block 1, Lot 6	5,750
Block 1, Lot 7	5,750
Block 1, Lot 8	5,750
Block 1, Lot 9	5,750
Block 1, Lot 10	5,750
Block 1, Lot 11	6,095
Block 1, Lot 12	6,095
Block 1, Lot 13	5,750
Block 1, Lot 14	5,750
Block 1, Lot 15	5,750
Block 1, Lot 16	6,095
Block 1, Lot 17	7,072

Block 1, Lot 18	6,976
Block 1, Lot 19	6,136
Block 1, Lot 20	6,851

BLOCK 2

Block 2, Lot 1	6,787
Block 2, Lot 2	5,750
Block 2, Lot 3	5,750
Block 2, Lot 4	5,750
Block 2, Lot 5	5,750
Block 2, Lot 6	5,750
Block 2, Lot 7	6,588
Block 2, Lot 8	7,040

BLOCK 3

Block 3, Lot 1	5,872
Block 3, Lot 2	5,750
Block 3, Lot 3	5,750
Block 3, Lot 4	5,750
Block 3, Lot 5	6,588
Block 3, Lot 6	6,588
Block 3, Lot 7	6,095
Block 3, Lot 8	7,323
Block 3, Lot 9	8,463

Block 3, Lot 10	7,779
Block 3, Lot 11	7,505
Block 3, Lot 12	7,721

BLOCK 4

Block 4, Lot 1	5,750
Block 4, Lot 2	5,750
Block 4, Lot 3	5,750
Block 4, Lot 4	5,750
Block 4, Lot 5	7,163
Block 4, Lot 6	10,398
Block 4, Lot 7	10,541
Block 4, Lot 8	13,287
Block 4, Lot 9	9,334
Block 4, Lot 10	9,678
Block 4, Lot 11	6,801
Block 4, Lot 12	6,580
Block 4, Lot 13	5,877
Block 4, Lot 14	6,588

BLOCK 5

Block 5, Lot 1	6,588
Block 5, Lot 2	5,645

BLOCK 6

Block 6, Lot 1	7,167
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Block 6, Lot 2	6,099
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Outlot "A" Common Area	261,166
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Outlot "B" Common Area	7,683
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Outlot "C" Common Area	3,450
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Public Street Rights-of-way	147,597
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