Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432 and the Community Center, 121 High Street, Eufaula, OK 74432 (the location of meeting) on June 15, 2022 5:30 PM

CITY OF EUFAULA, OK

Community Center 121 High Street Eufaula, OK 74432



NOTICE AND AGENDA OF MEETING Monday June 20, 2022 5:30 p.m.

Planning and Zoning Commission / Board of Adjustment

The City of Eufaula encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CRF/36).

Council Rules of Decorum limit citizen comments on agenda items, non-agenda items, and public hearings to five (5) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk, provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted ten (10) copies should be made available, and may not be returned. Under Oklahoma Law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda.

The complete packet of information for the agenda items is available online at CityofEufaulaOK.com

Planning and Zoning Commission

Chairman Sam Sylvester
Vice Chairman Brandon Linstead
Secretary Gordon Pennington
Member James Hickman
Member Dennis Henson

AGENDA
Planning and Zoning Commission
June 20, 2022
5:30 p.m.

Notice: Planning and Zoning Commission will hold a public hearing on these items and upon which action is taken will be forwarded to the City Council with a recommendation. It should be recognized that the Planning Commission is a recommendatory body and the City Council may, or may not, concur with the Planning Commission's recommendation. Therefore, it is important to note that all items forwarded by the Planning Commission will be introduced and heard at a subsequent City Council meeting.

1. Call to Order

Chairman Sam Sylvester

2. Roll Call /Attendance

Executive Assistant Julie Musgraves

- 3. Approval of Minutes.
 - A. Planning and Zoning Commission meeting April 18, 2022.
- 4. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Zoning Change from R1-Residnetial to CG Commercial General at the following location: Lots One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8) and the East 16.4 Feet of Lots Four (4) and Five (5) in Block Three (3) in Buck subdivision being part of the SW/4 in Section 34, Township 10 N, Range 16 East of the I.B.M., McIntosh County, State of Oklahoma, according to the Plat thereof. Commonly known as 1668 JM Bailey HWY.
 - A. Conduct a public hearing.
 - B. Take action.
- 5. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Specific Use Permit for 3 items below at the following location: BEGSW/C E2 NE SE SEC 27-10-16 N000712E 662.07' N534330E 192.80' N263354E 223.61' N300'

N632606E 223.61' E 500' N501724E 395.37' TO W ROW/L OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 545.41' N681840W 119.95' S214730W 268.97' S895830W 401.95' TO POB LESS .23A &; LESS .69A SEC 26-10-16 (PT IN SEC 27) SEX 26-10-16 165/580 179/318 343/412 828/702 883/197 MS18/272. Commonly known as 1 Hospital Dr.

- A. Installation of a new helipad for emergency medical services.
 - i. Conduct a public hearing.
 - ii. Take action.
- **B.** Installation of a new modular building to house the administrative offices and flight crew quarters.
 - i. Conduct a public hearing.
 - ii. Take action.
- C. Installation of a new fuel tank.
 - i. Conduct a public hearing.
 - ii. Take action.
- 6. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of the clarification / definition of the terms hazardous marijuana processing and non-hazardous marijuana processing.
- 7. Adjournment.

Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432 and the Community Center, 121 High Street, Eufaula, OK 74432 (the location of meeting) on April 11, 2022 5:00 PM

CITY OF EUFAULA, OK

Community Center 121 High Street Eufaula, OK 74432



MINUTES OF MEETING Monday April 18, 2022 5:30 p.m.

Planning and Zoning Commission / Board of Adjustment

The City of Eufaula encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CRF/36).

Council Rules of Decorum limit citizen comments on agenda items, non-agenda items, and public hearings to five (5) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk, provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted ten (10) copies should be made available, and may not be returned. Under Oklahoma Law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda.

The complete packet of information for the agenda items is available online at CityofEufaulaOK.com

Planning and Zoning Commission

Chairman Sam Sylvester
Vice Chairman Brandon Linstead
Secretary Gordon Pennington
Member James Hickman
Member Dennis Henson

MINUTES
Planning and Zoning Commission
April 18, 2022
5:30 p.m.

Notice: Planning and Zoning Commission will hold a public hearing on these items and upon which action is taken will be forwarded to the City Council with a recommendation. It should be recognized that the Planning Commission is a recommendatory body and the City Council may, or may not, concur with the Planning Commission's recommendation. Therefore, it is important to note that all items forwarded by the Planning Commission will be introduced and heard at a subsequent City Council meeting.

1. Call to Order -5:30pm

Chairman Sam Sylvester

- 2. Roll Call /Attendance Executive Assistant Julie Musgraves Members Present: Sylvester, Linstead, Pennington, Henson. Absent: Hickman.
- 3. Approval of Minutes.
 - A. Planning and Zoning Commission meeting March 21, 2022.

Motion to Approve minutes by Henson, 2^{nd} by Pennington. Roll Call Vote: Yes-Pennington, Sylvester, Linstead, Henson.

- 4. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Specific Use Permit to allow the installation of a modular home at the following location: Lots 346 in River Oaks Estate, a subdivision of a part of Section One (1), Township Nine (9) North, Range Sixteen (16) East. Commonly known as 346 Cheyenne Drive, River Oaks.
 - A. Conduct a public hearing.
 - B. Take action.

Discussion. Tommy Gleeson and June Brown spoke in opposition. Motion to Reject by Henson, 2nd by Linstead. Roll Call Vote: Yes – Henson, Linstead. No-Sylvester, Pennington. Motion failed due to lack of majority vote.

Motion to Approve by Pennington, 2nd by Sylvester. No – Henson, Linstead. Yes-Sylvester, Pennington. Motion failed due to lack of majority vote.

- 5. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Specific Use Permit to allow the installation of a modular home at the following location: Lots 459 in River Oaks Estate, a subdivision of a part of Section One (1), Township Nine (9) North, Range Sixteen (16) East. Commonly known as Lot 459 at the corner of Comanche Dr. and Sequoyah Dr., River Oaks.
 - A. Conduct a public hearing.
 - B. Take action.

Discussion. Tommy Gleeson and June Brown spoke in opposition. Motion to Approve by Pennington, 2nd by Sylvester. No – Henson, Linstead. Yes-Sylvester, Pennington. Motion failed due to lack of majority vote.

- 6. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Specific Use Permit to allow the installation of a mobile/manufactured home at the following location: BEG 264' S 504' W of NE/C S2 SE NW W816' S 132' E816' N132' POB SEC 33-10-16. Commonly known as 0 HC 63 Box 308-C (Pecan Lane).
 - A. Conduct a public hearing.
 - B. Take action.

Motion to Reject application due to the applicant withdrawing his request, by Linstead, 2nd by Pennington. Roll Call Vote: Yes- Pennington, Sylvester, Linstead, Henson.

- 7. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Zoning Change from R1-Residnetial to CG Commercial General at the following location: The West Ninety (90) feet of Lot Four (4) in Block Fifty (50) of the City of Eufaula. Commonly known as the corner lot of "F" Street and Lincoln Ave.
 - A. Conduct a public hearing.
 - B. Take action.

Public Discussion. Sandra Sonaggera, Sharon McCoy, Emma Watts, Stanley Elkins, Kathy Birkholder, Carolyn Stoke, Joe Simpson, Henry McVay spoke in opposition. Motion to approve by Linstead, 2nd by Sylvester. Roll Call Vote: Yes- Pennington, Sylvester, Linstead. No - Henson.

8. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Zoning Change from R1-Residnetial to CG - Commercial General at the following location: The East Fifty (50) feet of Lot Four (4) in Block Fifty (50) of the City of Eufaula. Commonly known as 307 E. Lincoln Ave.

- A. Conduct a public hearing.
- B. Take action.

Public Discussion. Sandra Sonaggera, Sharon McCoy, Emma Watts, Stanley Eslick, Kathy Birkholder, Carolyn Stokes, Joe Simpson, Henry McVay spoke in opposition. Unknown Citizen: accused the committee of making decisions based on race ("pushing blacks out of the neighborhood"), and the committee was taking bribes for approval votes. No evidence was presented after accusations were made. Motion to approve by Linstead, 2nd by Sylvester. Roll Call Vote: Yes- Pennington, Sylvester, Linstead. No - Henson.

9. Adjournment.

Motion to Adjourn by Linstead, 2nd by Pennington. Roll Call Vote: Yes-Pennington, Sylvester, Linstead, Henson.



Planning and Zoning Commission Item No. 4

Meeting Date: June 20, 2022

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Zoning Change from R1-Residnetial to CG -Commercial General at the following location: Lots One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8) and the East 16.4 Feet of Lots Four (4) and Five (5) in Block Three (3) in Buck subdivision being part of the SW/4 in Section 34, Township 10 N, Range 16 East of the I.B.M., McIntosh County, State of Oklahoma, according to the Plat thereof. Commonly known as 1668 JM Bailey. HWY.

Initiator: AAB Engineering, LLC

Staff Information Source: Julie Musgraves, Executive Assistant.

Background: AAB Engineering, LLC. submitted an application on May 13, 2022 with the intent to rezone the property at 1668 JM Bailey Hwy from R1- Residential to CG - Commercial.

All property owners within a 300-foot radius were notified by mail in a letter dated May 13, 2022. No property owners have contacted the City of Eufaula with written objections to this project.

Attachment: Zoning Change Application, Warranty Deed, 300 ft. Radius List, 300 ft. Radius Letters with Map, and the Indian Journal Publication.

CITY OF EUFAULA

APPLICATION FOR ZONING CHANGE

Date:	
Address or General Description:1668 JM Baile	ey HWY Eufaula, OK 74432
Present Zoning: R-1/Public Owne	r of Record:ABS Golf Cars, INC
Legal Description of tract under application, if descrivey: Please see attached	escribed by meters and bonds, attach plat of
If applicant is other than owner, please indicate Attach documentation of interest and document specific use permit. Agent for Purchaser	
Are there any private or deed restrictions contro	lling use of tract (If yes, explain):
Responsible party for advertising, zoning change	application fee (\$150.00), and any additional
fees:	
Name: AAB Engineering, LLC	
Address: PO Box 2136 Sand Springs, OK 74063	
Phone: 918-514-4283	
I do hereby certify that the information herein s	ubmitted is complete, true and accurate.
\sim	Date: <u></u>
Printed Name: Alan Betchan	Phone: 918-514-4283
Address: PO Box 2136 Sand Springs, OK 74063	

A. General Description of Property

Size in Acres or Square Feet: 2.57 Acres
Current Use: Vacant buildings
Topography (Flat, Rolling Hills, Etc.): Relatively flat
Frontage Road (Name and Description): Highway 9 aka JM Bailey Highway
Identify structures and improvements on property: Multiple buildings, utilities, fencing, concrete
sphalt, and gravel pavement are located on site but will be removed with redevelopment. We will remov
eplace, and/or relocate the necessary utilities during final construction. Enhanced detention will allow
the final developed site storm runoff and excess drainage to be rerouted to appropriate detention area.
City Water: YES X NO NO
City Sewer: YES X NO NO
9
Identify the use(s) intended for the subject property:
Construction of a commercial retail store with concrete pavement and curb and gutter.

B. General Description of Adjacent Property

Several buildings are located within the property boundary lines. Two structures are located approximately 115' from the North and South boundary line of property. The remaining structures are located approximately 20-50' from the West boundary line of property. All existing buildings will be removed.
are located approximately 20-50' from the West boundary line of property. All existing buildings will
be removed.
Explain the surrounding land uses: Residential homes abut to the North but are seperated from
the property by a undeveloped road right of way. A school administration building is located to the
east and a commercial use property is located to the west
C. Zoning Change Request
or zormig ondrige request
Describe the zoning change as it pertains to your property:
Rezone from R-1/public to CG to allow the use of a commercial retail store.
V ₂
Describe the benefits, if any, of your requested zoning change to the adjacent properties and/or to the City of Eufaula:
Construction of a commercial retail store to provide resources and serve the general public and
surrounding areas and improving a relatively dilapitated property.

advantage	ow well suited the subject property is for your zoning change request. (Cite such s as topography, foliage, soil, drainage, access, distance to centers of population of utilities, etc.) Explain: _ The site fronts a state highway and is abutted on both to
	est by non residential uses. Existing residence to the north will be buffered by a
substantial	green space.
Explain ho	w the proposed change in zoning will affect the road system(s) serving your are
Two acces	sses are located on the North side of JM Bailey Highway. The access on the West si
property w	rill be improved and used as sole access to property. Asphalt drive on the East side
removed t	thus reducing the number of connections to the highway.
	timated traffic count (average daily trips) for the proposed zoning change. How ial traffic resulting from the increased use or activity be controlled?
	osed zoning change comparable to surrounding permitted uses and the existinent pattern? The proposal conforms with surrounding highway frontage uses.
(Identify ar Explain:	he proposed zoning change be detrimental to property in the same zone or voy adverse effects and explain measures you would propose to minimize these. The residential properties will be buffred from the proposed commercial use by a green space.

Applicant: Do NOT Write Below This Line

Date:		
Public Hearing Date:		
Township:		
Present Zoning:		
Fee Receipt No:		
City Council Action		
Action:		
V K		
Vote:		
Date:		
Provisions:		
 		

DG EUFAULA, OK LEGAL DESCRIPTION:

LOTS ONE (1), TWO (2), THREE (3), SIX (6), SEVEN (7), EIGHT (8) AND THE EAST 16.4 FEET OF LOTS FOUR (4) AND FIVE (5) IN BLOCK THREE (3) OF THE BUCK SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 16 EAST OF THE I.B.M., MCINTOSH COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

ABS Colf Cars, Inc.



WARRANTY DEED

(OKLAHOMA STATUTORY FORM)

1-2015-003197 Book D968 Pg: 489 07/30/2015 8:03 gm Pg 0489-0481 Fee: 5 13.00 Coor 5 330.00 Ronde Proce - McTrissh County Clerk State of Ordenome

Documentary Stamp: \$330.00

KNOW ALL MEN BY THESE PRESENTS:

That AM-POL Investments, LLC, party of the first part, in consideration of the sum of TEN & NO/100 Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby, grant, bargain, sell and convey unto ABS Golf Cara, Inc., whose address is: 10.30x 1830 Noble, OK 73068 party of the second part, the following described real property and premises situate in McIntosh County, State of Oklahoma, to wit:

Lots One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8) and the East 16.4 feet of Lots Four (4) and Five (5) in Block Three (3) in Buck Subdivision, a subdivision being part of the SW/4 in Section 34, Township 10 North, Range 16 East of the LB.M., McIntosh County, State of Oklahoma, according to the recorded Plat thereof.

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

TO HAVE AND TO HOLD said described premises unto the said party of the second part, and to the heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature. EXCEPT covenants, conditions, easements, restrictions and mineral conveyances of

SIGNED AND DELIVERED this 24th day of July, 2015.

AM-POL Investments, LLC

| Mildelway S. Town

By: Waldernar S. Pavlak Managing L

ACKNOWLEDGMENT

STATE OF OKLAHOMA

SS.

COUNTY OF McIntosh

Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of July, 2015 personally appeared Waldemer S. Pavlak, Managing Member of AM-POL Investments, LLC 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.

Dephie Snow My Commission Expires: Commission No.:

VESTING DEED

Notary Public

COUNTY OF MCINTOSH)
)
STATE OF OKLAHOMA)

IN THE DISTRICT COURT

NO. PUBLIC HEARING NOTICE W/ MAP

AFFIDAVIT OF PUBLICATION COOKSON HILLS PUBLISHERS, INC.

dba The Indian Journal, McIntosh County Democrat 109 S. Main, Eufaula, OK 74432 (918) 689-2191

I, Daphanie Hutton, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of Cookson Hills Publishers, Inc., Publisher of the Indian Journal newspaper, a weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Eufaula, for the County of McIntosh, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

PUBLICATION DATES:
May 26,2022
Laghthur Suffa
Signed and sworn to before me on this 26th day of May
2022.
Notary Public
My Commission expires: April 3, 2026 Commission #06003427
PUBLICATION FEE: \$
words;tabular lines;column(s)
insertions

Shown exactly as published in Newspaper

SEE ATTACHED

Legal Notice

Published in the Indian Jour Thursday, May 26, 2

City of Eufaula Public Hearing Notice

Notice is hereby given that the City of Eufaula, Oklahoma, will conduct a public hearing on the proposed Zoning Change application of the property located within the City of Eufaula.

The property requesting the zoning change is described as follows:

Legal Description: Lots One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8) and the East 16.4 Feet of Lots Four (4) and Five (5) in Block Three (3) in Buck subdivision being part of the SW/4 in Section 34, Township 10 N, Range 16 East of the I.B.M., McIntosh County. General Location Known as: 1668 JM Bailey Hwy

Current Zoning: R1- Residen-

Proposed Zoning: CG - Commercial General

Applicant/s: AAB Engineering,

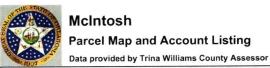
The public hearing will be has follows:

June 20, 2022 at 5:30 P.M. Pl ning and Zoning Commission, I faula Community Center, 121 H Street.

July 11, 2022 at 5:30 P.M. I faula City Council, Eufaula Comunity Center, 121 High Street.

At this time any interested c zen of Eufaula, Oklahoma will hi the opportunity to be heard regaing the zoning change request, there are any questions about t proposal, or you need additional i formation prior to the public heing, please contact the Eufaula C Hall at 918-689-2534. A copy of t application is available for pub inspection during normal worki hours and can be accessed from t Eufaula City Hall at 918-689-25. or by emailing aa@cityofeufaulao com.





Date 05/26/2022 Time 09:33:54



Account List Account	460040371	Current Owner	Legal Description
ParcellD Situs	1010-00-001-001-0-001-00	QUILLIN, TANDY LANTING	LOT 1 AND N6' LOT 4, BLK 1 BUCK SUB 1140/91
Sec/Twn/Rng			
Subdivision	BUCK SUB	12901 RD 88	
Block/Lot	0001 / 0001	TIPTON CA 93272-	
Lot Size	1 Lots	Book/Page 1140-0091	
Account	460023583	Current Owner	Legal Description
ParcelID Situs Sec/Twn/Rng	1010-00-001-001-0-000-00 00185 N BUCK DR	LANTING, RONALD & ANNETTA 617 HAGEN DR	LOT 2 BLK 1 BUCK SUB DIV 442/142 673/591 771/690 771/694 835/791 904/68 982/121 1071/728 1116/177 1126/86
Subdivision Block/Lot Lot Size	BUCK SUB 0001 / 0001 1 Lots	LAKE HAVASU CITY AZ 86406- Book/Page 1126-0086	
Account	460023621	Current Owner	Legal Description
ParcelID Situs Sec/Twn/Rng	1010-00-006-012-0-000-00 00231 N BUCK DR	JOHNSON, GWENDOLYN	LOT 12 BLK 6 BUCK SUB DIV 546/240 668/347
Subdivision Block/Lot	BUCK SUB 0006 / 0012	231 N BUCK DR EUFAULA OK 74432-0000	
Lot Size	1 Lots	Book/Page 0668-0347	



McIntosh

Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date

05/26/2022

Time

09:33:54

Account Lis	460023620	Current Owner	Page: 2
ParcellD	1010-00-006-011-0-000-00	HYSELL, VERNON K. & DONNA D.	LOT 11 BLK 6 BUCK SUB DIV 362/174
Situs	01632 PITTMAN DR	THOLLE, VERNOUTE, & DOMAND.	563/394 633/05
Sec/Twn/Rng	01032 FITTIMAN DIX		
-	BUCK SUB	PO BOX 931	
Block/Lot		EUFAULA OK 74432-0000	
Lot Size	0006 / 0011	Book/Page	
Account	1 Lots 460023619	Current Owner	Legal Description
			(SHARON K FRANZ) LOT 9-10 BLK 6
ParcelID	1010-00-006-009-0-000-00	MUSCOGEE CREEK NATION	BUCK SUB DIV 732/781 863/297 867/767
Situs	01664 PITTMAN DR		867/769
Sec/Twn/Rng			0011109
	BUCK SUB	PO BOX 297	
Block/Lot	0006 / 0009	OKMULGEE OK 74447-0000	
Lot Size	2 Lots	Book/Page 0867-0769	
Account	460023618	Current Owner	Legal Description
ParcelID	1010-00-006-008-0-000-00	GRAYSON, BARNABAS H. &	LOT 8 BLK 6 BUCK SUB DIV 401/694
Situs	01676 PITTMAN DR		
Sec/Twn/Rng		CAROLYN J.	
Subdivision	BUCK SUB	11544 S 261ST E AVE	
Block/Lot	0006 / 0008	COWETA OK 74429-0000	
Lot Size	1 Lots	Book/Page	
Account	460023617	Current Owner	Legal Description
ParcellD	1010-00-006-007-0-000-00	WEBB, KATHERINE	LOT 7 BLK 6 BUCK SUB DIV 705/552
Situs	01692 PITTMAN DR	,	723/440
Sec/Twn/Rng	0.1002 1 11 11111 11 211		
Subdivision	BUCK SUB	HC 63 BOX 10 XA	
Block/Lot	0006 / 0007	EUFAULA OK 74432-000C	
Lot Size		Book/Page 0723-0440	
Account	1 Lots 460023587	Current Owner	Legal Description
		MCDONALD, PAMELA	LOT 1-2 BLK 2 BUCK SUB DIV 237/589
ParcelID	1010-00-002-001-0-000-00	WIODOWALD, FAIVIELA	775/239
Situs	HC 63 BOX 10 U		
Sec/Twn/Rng	D. 1014 O. 15	110 02 DOV 40 11	
Subdivision	BUCK SUB	HC 63 BOX 10-U	
Block/Lot	0002 / 0001	EUFAULA OK 74432-0000	
Lot Size	2 Lots	Book/Page	Local Description
Account	460023609	Current Owner	Legal Description
ParcelID	1010-00-005-011-0-000-00	WILES, SELMA TRUST	LOT 11 BLK 5 BUCK SUB DIV 481/41
Situs	01724 PITTMAN DR		487/467 1043/275** (CONTRACT TO VENUS HENDRICK)
Sec/Twn/Rng		% VENUS HENDRICK	VENUS HEINDRICK)
Subdivision	BUCK SUB	1724 PITTMAN DR	
Block/Lot	0005 / 0011	EUFAULA OK 74432-	
Lot Size	1 Lots	Book/Page	
Account	460023588	Current Owner	Legal Description
ParcellD	1010-00-002-003-0-000-00	FARNSWORTH, RHONDA J.	LOT 3-4 BLK 2 BUCK SUB DIV 416/439
Situs	01683 PITTMAN DR		689/798 790/69 891/493
Sec/Twn/Rng			_
Subdivision	BUCK SUB	1683 PITTMAN DR	- The state of the
Block/Lot	0002 / 0003	EUFAULA OK 74432-000C	
Lot Size		Book/Page 0891-0493	
	2 Lots 460023610	Current Owner	Legal Description
Account		LANE, RACHAEL	LOT 12 BLK 5 BUCK SUB DIV 111/95
ParcellD	1010-00-005-012-0-000-00	LAINE, NACHALL	944/703 1050/354 1099/805
Situs	01710 PITTMAN DR	1710 DITMANI DD	
Sec/Twn/Rng		1710 PITMAN DR	
Subdivision	BUCK SUB	FUFAULA OK 74432-	
Block/Lot	0005 / 0012	20111021	
	1 Lots	Book/Page 1099-0805	Legal Description
Lot Size	400000004	Current Owner	LOT 3 & S94' LOT 4 BLK 1 BUCK SUB DI
Lot Size Account	460023584		LUI 3 & 394 LUI 4 DLK I BUCK 30B DI
	1010-00-001-002-0-000-00	BAILEY, MICHAEL PHILLIP	372/627 714/460 911/461 1026/148
Account			372/627 714/460 911/461 1026/148
Account ParcellD Situs	1010-00-001-002-0-000-00 00169 N BUCK	169 N. BUCK ST.	372/627 714/460 911/461 1026/148 1090/482
Account ParcelID Situs Sec/Twn/Rng	1010-00-001-002-0-000-00 00169 N BUCK		The first of the f
Account ParcellD Situs	1010-00-001-002-0-000-00 00169 N BUCK		



McIntosh

Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date

05/26/2022

Time 09:33:54

	460022500	Current Owner	Page: 3
Account	460023590		W87.60' LOT 4 W87.60' LOT 5 BLK 3
ParceIID	1010-00-003-004-0-002-00	OLSEN, THOMAS	BUCK SUB DIV. 625/407 767/115 921/227
	01692 JM BAILEY HWY		1144/165
Sec/Twn/Rng		887 CHEYENNE DR	1144/103
Subdivision	BUCK SUB		
Block/Lot	0003 / 0004	EUFAULA OK 74432-	
Lot Size	2 Lots	Book/Page 1144-0165	
Account	460023586	Current Owner	Legal Description
ParcelID	1010-00-001-008-0-000-00	EUFAULA PUBLIC SCHOOLS	LOT 8 BLK 1 BUCK SUB DIV 197/185
	01630 JM BAILEY HWY		467/63 766/794 786/470 786/476 843/40
Sec/Twn/Rng	01000 0111 27 1122 1 1111		901/620 999/545
•	BLICK SLIB	1717 W JM BAILEY HWY	
	BUCK SUB	EUFAULA OK 74432-000	
	0001 / 0008	01 11102 000	
THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	1 Lots	Book/Page 0999-0545	Land Description
	460023591	Current Owner	Legal Description
ParcelID	1010-00-003-007-0-000-00	ABS GOLF CARS, INC	LOT 3 E16.4' LOT 4 E16.4' LOT 5 ALL LO
Situs	01668 JM BAILEY HWY		6-8 BLK 3 BUCK SUB DIV 678/703
Sec/Twn/Rng			681/601 859/460 966/489 MARKS
Subdivision	BUCK SUB	PO BOX 1820	COUNTRY STORE & BARBARA'S JAMS
	0003 / 0007	NOBLE OK 73068-000	UELLIES & BOAT STOR.
	5 Lots	Book/Page 0966-0489	-
Account	460023592	Current Owner	Legal Description
ParcelID	1010-00-004-001-0-000-00	EUFAULA PUBLIC WORKS	LOT 1 BLK 4 BUCK SUB DIV, BEG N'ROV OF HWY 9 245' E'RLY OF W'LINE OF SW
Situs	01712 JM BAILEY HWY		E'RLY 400' N544' W400' S544' POB 34-10
Sec/Twn/Rng		AUTHORITY	
Subdivision	BUCK SUB	PO BOX 607	16 1018/590 1025/675
Block/Lot	0004 / 0001	EUFAULA OK 74432-000	C
Lot Size	4.9950 Acres	Book/Page 1025-0675	
Account	460001536	Current Owner	Legal Description
	0000-03-09N-16E-2-003-01	EUFAULA PUBLIC SCHOOLS	NW NW (LOT 4) LESS 5.73 ACRES RD
	0000-03-09IN-10E-2-003-01	ESTAGEAT OBEIG SOFTOGES	LESS 0.27A SEC 3-9-16 407/482
Situs			2200 0.277 020 0 0 10 1077 102
Sec/Twn/Rng	3-9N-16E		
Subdivision			
Block/Lot		00000-000	C
Lot Size	34.2300 Acres	Book/Page	
Account	460023585	Current Owner	Legal Description
			LOT E 7 DLV 4 DLICK CLID DIV 700/404
ParcellD	1010-00-001-005-0-000-00	FUHR, HEATHER DYLAN	LOT 5-7 BLK 1 BUCK SUB DIV 709/494
		FUHR, HEATHER DYLAN	936/250-2 987/591 1041/760
	1010-00-001-005-0-000-00 00169 N BUCK DR	FUHR, HEATHER DYLAN	
Situs Sec/Twn/Rng	00169 N BUCK DR		
Situs Sec/Twn/Rng Subdivision	00169 N BUCK DR BUCK SUB	1604 W JM BAILEY HWY	936/250-2 987/591 1041/760
Situs Sec/Twn/Rng Subdivision Block/Lot	00169 N BUCK DR BUCK SUB 0001 / 0005	1604 W JM BAILEY HWY EUFAULA OK 74432-000	936/250-2 987/591 1041/760
Situs Sec/Twn/Rng Subdivision Block/Lot	00169 N BUCK DR BUCK SUB 0001 / 0005 3 Lots	1604 W JM BAILEY HWY EUFAULA OK 74432-000 Book/Page 1041-0760	936/250-2 987/591 1041/760 C
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460040371 1010-00-001-001-0-001-00	QUILLIN, TANDY LANTING	12901 RD 88	TIPTON	CA	93272-
460023583 1010-00-001-001-0-000-00	LANTING, RONALD & ANNETTA	617 HAGEN DR	LAKE HAVASU CITY	AZ	86406-
460023621 1010-00-006-012-0-000-00	JOHNSON, GWENDOLYN	231 N BUCK DR	EUFAULA	OK	74432-0000
460023620 1010-00-006-011-0-000-00	HYSELL, VERNON K. & DONNA D.	PO BOX 931	EUFAULA	OK	74432-0000
460023619 1010-00-006-009-0-000-00	MUSCOGEE CREEK NATION	PO BOX 297	OKMULGEE	OK	74447-0000
460023618 1010-00-006-008-0-000-00	GRAYSON, BARNABAS H. & CAROL	YN 11544 S 261ST E AVE	COWETA	OK	74429-0000
460023617 1010-00-006-007-0-000-00	WEBB, KATHERINE	HC 63 BOX 10 XA	EUFAULA	OK	74432-0000
460023587 1010-00-002-001-0-000-00	MCDONALD, PAMELA	HC 63 BOX 10-U	EUFAULA	OK	74432-0000
460023609 1010-00-005-011-0-000-00	WILES, SELMA TRUST	1724 PITTMAN DR	EUFAULA	OK	74432-
460023588 1010-00-002-003-0-000-00	FARNSWORTH, RHONDA J.	1683 PITTMAN DR	EUFAULA	OK	74432-0000
460023610 1010-00-005-012-0-000-00	LANE, RACHAEL	1710 PITMAN DR	EUFAULA	OK	74432-
460023584 1010-00-001-002-0-000-00	BAILEY, MICHAEL PHILLIP	169 N. BUCK ST.	EUFAULA	OK	74432-
460023590 1010-00-003-004-0-002-00	OLSEN, THOMAS	887 CHEYENNE DR	EUFAULA	OK	74432-
460023586 1010-00-001-008-0-000-00	EUFAULA PUBLIC SCHOOLS	1717 W JM BAILEY HWY	EUFAULA	OK	74432-0000
460023591 1010-00-003-007-0-000-00	ABS GOLF CARS, INC	PO BOX 1820	NOBLE	OK	73068-0000
460023592 1010-00-004-001-0-000-00	EUFAULA PUBLIC WORKS	PO BOX 607	EUFAULA	OK	74432-0000
460001536 0000-03-09N-16E-2-003-01	EUFAULA PUBLIC SCHOOLS	1684 JM BAILEY HWY	EUFAULA	OK	74432
460023585 1010-00-001-005-0-000-00	FUHR, HEATHER DYLAN	1604 W JM BAILEY HWY	EUFAULA	OK	74432-0000
460023589 1010-00-003-001-0-001-00	ABS GOLF CARS, INC	PO BOX 1820	NOBLE	OK	73068-0000
460001533 0000-03-09N-16E-2-001-01	DEW, JILL 1/7 UND. INT.	PO BOX 774	EUFAULA	OK	74432-0000
460035250 0000-03-09N-16E-2-001-02	! SELLERS, JOHN DANIELS III 1/7 INT	Γ 219 FOREST AVE	EUFAULA	OK	74432
460035251 0000-03-09N-16E-2-001-03	HOLUBY, GEORGE W & SHERRY P	501 WOODLAND ST	EUFAULA	OK	74432
460035252 0000-03-09N-16E-2-001-04	SELLERS, LEO GATES 1/7 INT	3317 GREENWOOD DR	NORMAN	OK	73072
460035253 0000-03-09N-16E-2-001-05	HILTON, ANTOINETTE 1/7 INT	2524 CLERMONT PL	OKLAHOMA CITY	OK	73116
460035254 0000-03-09N-16E-2-001-06	S SELLERS, MISTY MICHELLE 1/7 INT	P O BOX 938	EUFAULA	OK	74432
460035255 0000-03-09N-16E-2-001-07	MCKINDLES LIVING TRUST	5447 E GROVE AVE	MESA	ΑZ	85206



May 31, 2022

MCKINDLES LIVING TRUST 5447 E GROVE AVE MESA, AZ 85206

Re: Consideration of Zoning Change application for Nearby Property

Dear Property Owner:

The Planning and Zoning Commission is considering a Zoning Change application for the following property:

Commonly Known as: 1168 JM Bailey HWY.

Legal Description: Lots One (1), Two (2), Three (3), Six (6), Seven (7), Eight (8) and the East 16.4 Feet of Lots Four (4) and Five (5) in Block Three (3) in Buck subdivision being part of the SW/4 in Section 34, Township 10 N, Range 16 East of the I.B.M., McIntosh County, State of Oklahoma, according to the Plat thereof.

Current Zoning: R-1 Residential.

Proposed Zoning: CG Commercial General **Applicant/s:** AAB Engineering, LLC.

Enclosed is a map showing the approximate section being considered for the Zoning Change request.

You are being notified because you are listed as a property owner within a 300-foot radius. If you have questions or would like to submit a comment for the record, please contact us through one of the following options:

Phone: 918-689-2534

Mail: P.O. Box 684, Eufaula, OK 74432 Email: AA@CityofEufaulaOK.com

The public hearings will be held as follows:

June 20, 2022 at 5:30 P.M. Planning and Zoning Commission, Eufaula Community Center, 121 High Street.

May 2, 2022 at 5:30 P.M. Eufaula City Council, Eufaula Community Center, 121 High Street. You are welcome to attend the public meeting and provide comment at the designated time.

Respectfully,
Julie Musgraves
Administrative Assistant
City of Eufaula





Meeting Date: June 20, 2022

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for a Specific Use Permit for the installation of modular building, construction of helipad and fuel tank at the following location: BEGSW/C E2 NE SE SEC 27-10-16 N000712E 662.07' N534330E 192.80' N263354E 223.61' N300' N632606E 223.61' E 500' N501724E 395.37' TO W ROW/L OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 545.41' N681840W 119.95' S214730W 268.97' S895830W 401.95' TO POB LESS .23A &; LESS .69A SEC 26-10-16 (PT IN SEC 27) SEX 26-10-16 165/580 179/318 343/412 828/702 883/197 MS18/272. Commonly known as 1 Hospital Dr.

Initiator: Korey Langston, Program Director – First Flight, McAlester Regional Air Care.

Staff Information Source: Julie Musgraves, Executive Assistant.

Background: Korey Langston submitted an application for a Specific Use Permit on May 31, 2022 to allow for the following items:

- A. The installation of a new helipad for emergency services.
- B. The installation of a modular building to house the administrative office and flight crew quarters.
- C. Installation of a new fuel tank.

All property owners within a 300-foot radius were notified by mail in a letter dated June 3, 2022. No property owners have contacted the City of Eufaula with a written objection to this project.

Attachment: Specific Use Permit Application, Special Warranty Deed, Ground Lease Agreement, Proposed Design, 300 ft. Radius List, 300 ft. Radius Letters with Map, and the Indian Journal Publication.

CITY OF EUFAULA

APPLICATION FOR SPECIFIC USE PERMIT

Date: _May 31, 2022	
Address or General Description: 1 Hospital Way, E	Eufaula, OK 74432
Present Zoning : C-1 Commercial Owner of F	Record: Eufaula Hospital
Legal Description of tract under application, if describe survey: See attached Site Survey.	ed by meters and bonds, attach plat of
If applicant is other than owner, please indicate intere Attach documentation of interest and documentation specific use permit. Ground lease pending approval of Specific Use Permit	from the owner of record authorizing this
Are there any private or deed restrictions controlling to None known at this time	use of tract (If yes, explain) :
Responsible party for advertising, zoning specific use prequest for certified mailing list (\$50.00), mailing costs Name: Korey Langston	500 Att.
Address: 1005 North Strong Blvd., McAlester, OK 7450)1
Phone: 918-541-8378	
I do hereby certify that the information herein submitt	ed is complete, true and accurate.
Signed:	Date: _May 31, 2022
Printed Name: Korey Langston	Phone: 918-541-8378

Address:	1	Hospital	Drive,	Eufaula,	OK,	74432
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A. General Description of Property

Size in Acres or Square Feet: 778,807 Sq. Ft. or 17.8789 Acres
Current Use: Hospital with helipad
Topography (Flat, Rolling Hills, Etc.): Combination of Flat and Hillside
Frontage Road (Name and Description): Hospital Drive
Identify structures and improvements on property: Hospital, Helipad and Parking Lots
City Water: YES Yes NO
City Sewer: YES Yes NO
Identify the use(s) intended for the subject property: New Helipad, Fueling and Crew Base

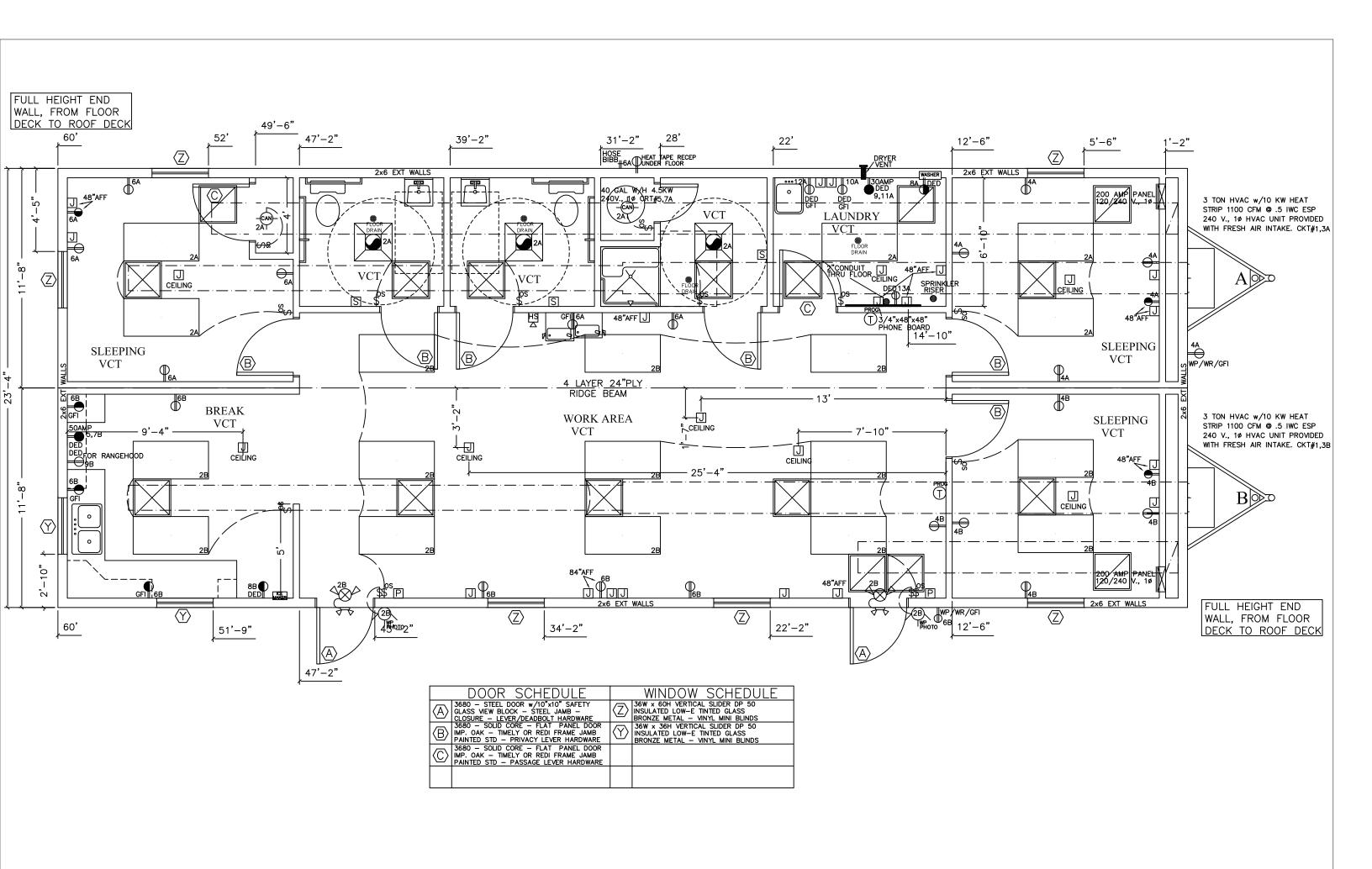
B. General Description of Adjacent Property

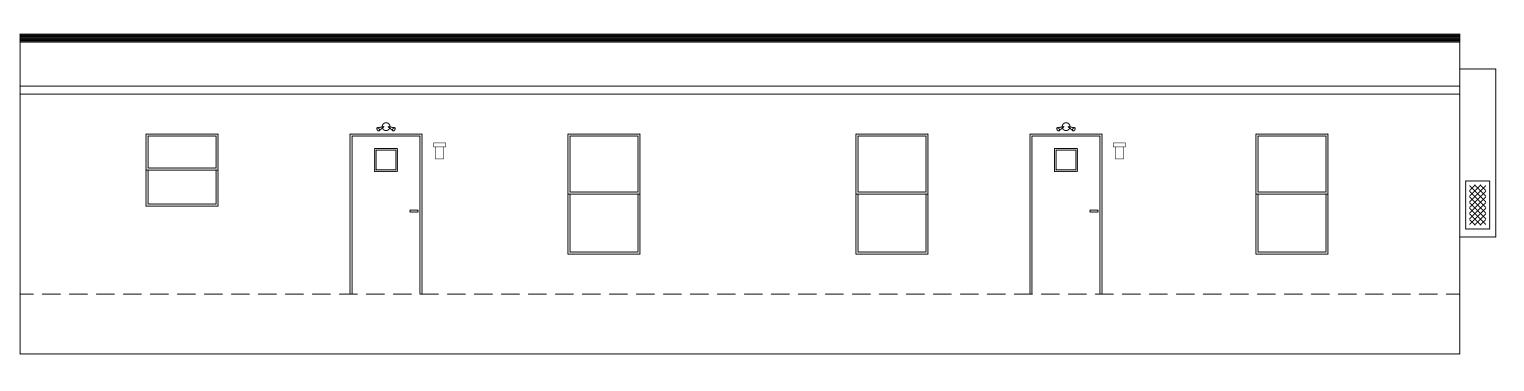
Identify any buildings and give their approximate distance from your property lines:
Proposed new Modular building is approximately 99' from East Property line and
184' from nearest Northern Property line
Explain the surrounding land uses:
Properties to the South are the Lakeview Medical Building and City Hall. Land to the
West and North border Lake Eufaula. Land to the East is Highway 69 and Lake
Eufaula.
C. Specific Hea Dawnit Dawnet
C. Specific Use Permit Request
Specific Use is an activity which is basically similar to the uses permitted in a zone, but which may not be entirely compatible with the permitted uses. As a consequence, an application for Specific Use requires review to ensure that the specific use may be compatible with the permitted uses in the zone or other adjacent permitted uses which may be affected.
Describe the Specific Use as it pertains to your property: Propose to install a new helipad
for Emergency medical services, as well as a new modular building for a new crew
base for life saving capabilities. New Fuel tank installation for faster fueling rather than
needing to fly to the McAlester Airport

Describe the benefits, if any, of your proposed use to the adjacent properties and/or to the City of Eufaula: The modular building will allow crew to be more accessible to the helipad to
serve the community in life saving emergencies by allowing direct access to the helicopter
located at the on-site helipad.
Identify how well suited the subject property is for your proposed use. (Cite such advantages as topography, foliage, soil, drainage, access, distance to centers of population, availability of utilities, etc.) Explain: The property is currently used for the hospital with an existing
helipad. The location of the site is away from adjacent structures allowing for easier
flight egress into and out of the helipad location.
Explain how the proposed change in use will affect the road system(s) serving your area:
1477 No change of use proposed.
Give an estimated traffic count (average daily trips) for the proposed use. How will the potential traffic resulting from the increased use or activity be controlled? N/A
Is the proposed use comparable to surrounding permitted uses and the existing development pattern? Yes, it is compatible with the hospital grounds and use as it is also used for
Emergency Medical Services.
How will the proposed use be detrimental to property in the same zone or vicinity? (Identify any adverse effects and explain measures you would propose to minimize these effects) Explain: N/A

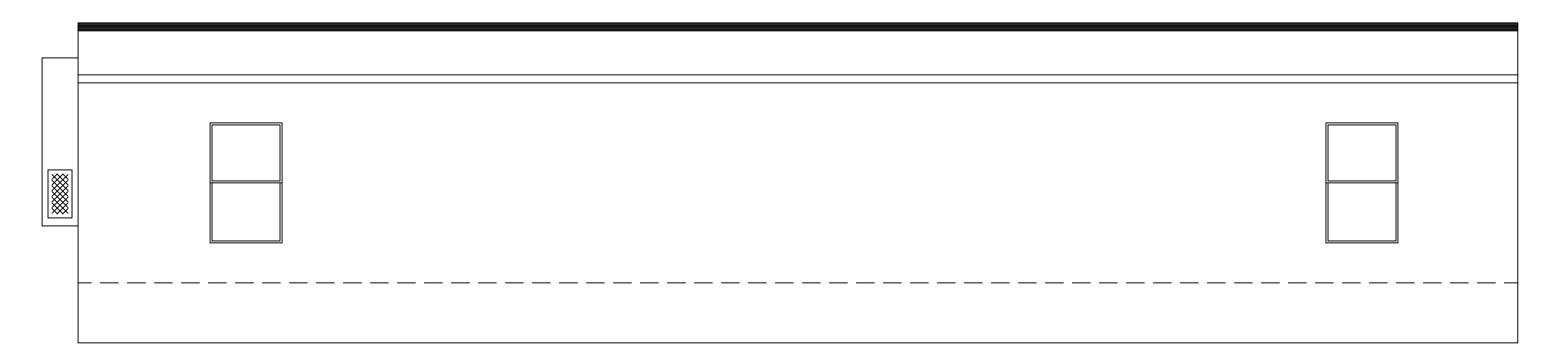
Applicant: Do NOT Write Below This Line	
Application received by:	Date:
	Public Hearing Date:
	Township:
	Present Zoning:
	Fee Receipt No:
Planning Commission Recommendation	City Council Action
Recommendation:	Action:
	4
Vote:	Vote:
Date:	Date:
Provisions:	Provisions:

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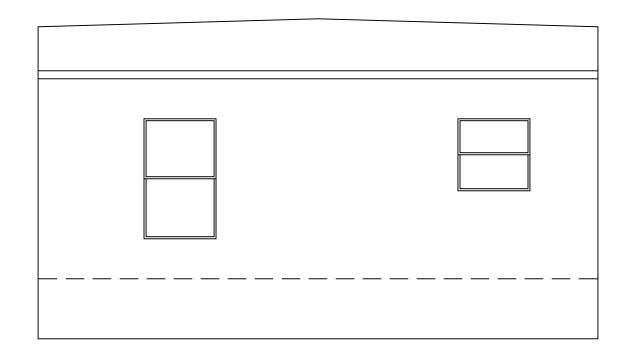




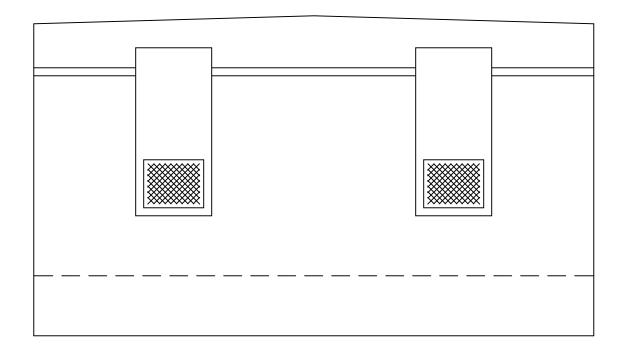
FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION











TYPICAL ELEVATION NOTES:

1. ALL SITE INSTALLED ITEMS ARE SUBJECT TO THE APPROVAL OF THE JURISDICTION HAVING AUTHORITY.

2. ACCESSIBLE RAMP(S), STAIR(S), AND HANDRAILS ARE DESIGNED BY OTHERS AND SITE INSTALLED.

3. FOUNDATION ENCLOSURE (IF PROVIDED) IS DESIGNED BY OTHERS AND SITE INSTALLED. ENCLOSURE MUST HAVE A MINIMUM NET AREA OF VENTILATION OPENINGS OF NOT LESS THAN ONE SQUARE FOOT FOR EACH 150 SQUARE FEET OF CRAWL SPACE AREA. LOCATE OPENINGS TO PROVIDE CROSS VENTILATION OF ENTIRE CRAWL SPACE. INSTALL AN 18" X 24" MINIMUM OPENING FOR CRAWL SPACE ACCESS.

4. ALL WOOD FLOOR FRAMING AND EXTERIOR WOOD SHEATHING/SIDING SHALL BE A MINIMUM OF 8 INCHES FROM THE EXTERIOR GRADE AND AT LEAST 18 INCHES FROM THE EXPOSED GROUND OF THE CRAWL SPACE.

5. REFER TO CROSS SECTION FOR ROOF SLOPE SPECIFICATIONS.



RADCO APPROVED

Nov 24, 2020

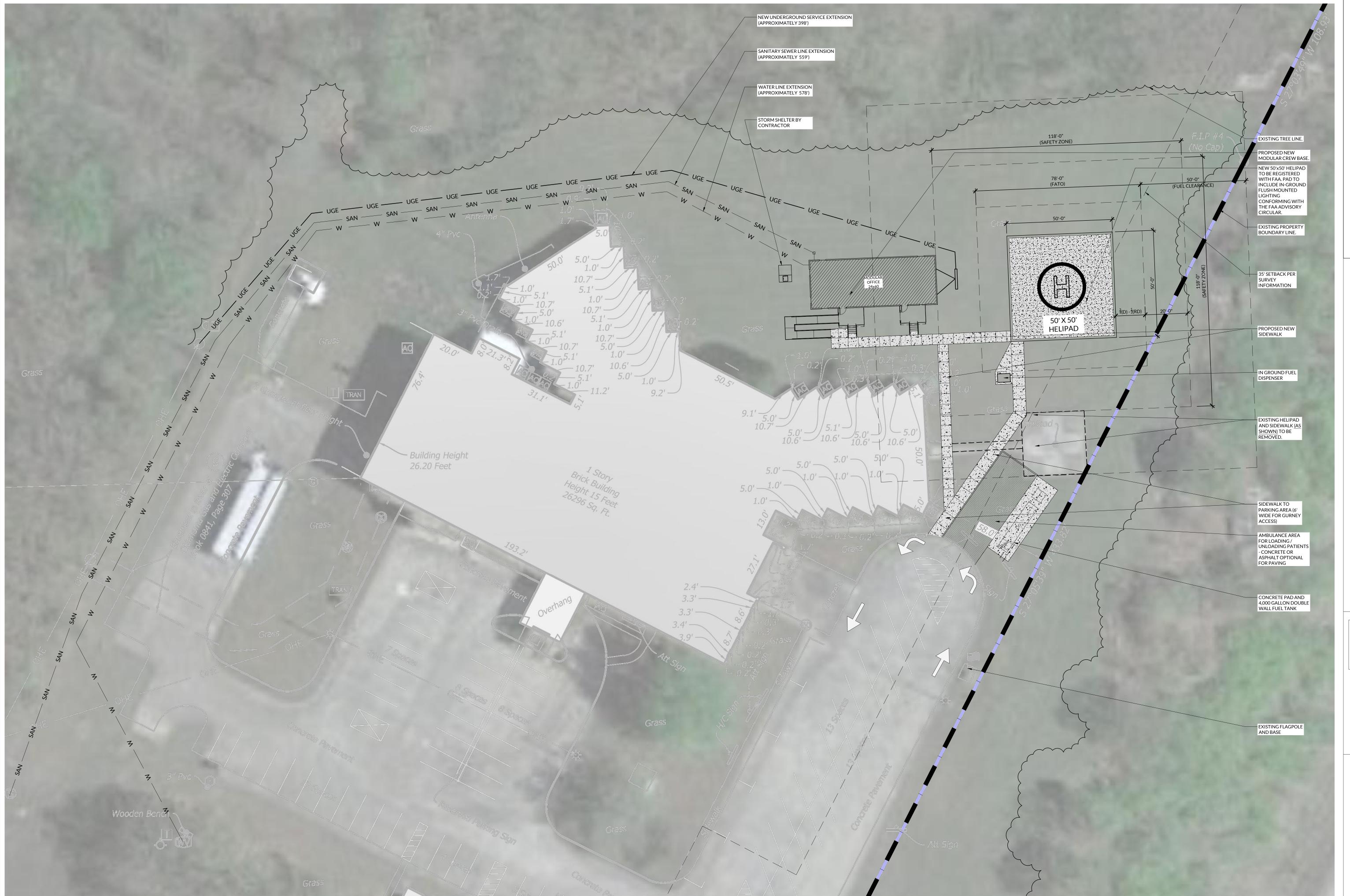
RESOURCES, APPLICATIONS, DESIGN & CONTROLS, INC.
EASTERN NATIONAL REGION
5801 BENJAMIN CENTER DRIVE, SUITE 102

TAMPA, FL 33634

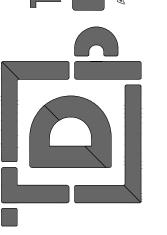
(813) 243-0370 - O | (813) 243-1314 - F

WWW.radcoinc.com

-					
	TITAN MODULAR SYSTEMS, INC. 162 INDUSTRIAL DRIVE ALMA, GEORGIA 31510 (912) 632–3344				
	DATE: 11/09/2020 WALTER E. WOOD, P.E. CONSULTING ENGINEER				
	SCALE: 1/4" = 1'-0" 168 W. LONGLEAF DR. BASED ON 24" X 18" PAPER SIZE SYLVESTER, GA. 31791				
	CODES: SEE SUMMARY	REVISIONS:			BY:
	LABELS: RADCO.,AL.,GA.,NC.,SC.,TN.				W.E.W.
					SHEET
	TMS 5898 A/B				2 OF 8
	ELEVATIONS		TN. NO. TMS-098	PLAN NO. TMS-5898	2 01 0



ESIGN PARTNER



NEW HELIPAD AND CREW QUARTERS GMR - MEDTRANS

INTERIM REVIEW ONLY

THESE DOCUMENTS ARE INCOMPLETE, AND ARE RELEASED FOR INTERIM REVIEW ONLY AND ARE NOT INTENDED FOR REGULATORY APPROVAL, BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.

ARCHITECT OF RECORD:
KYLE RADER
ARCHITECTURAL LICENSE #:
1516294

PROJECT NUMBER: 22093 MTEO

REVISION:

A 1.0 SCHEMATIC SITE PLAN DATE: MAY 17, 2022

SCHEMATIC SITE LAYOUT

SCALE: 1"=20'-0"













I-2022-001491 Book 1138 Pg 241 03/17/2022 2:48pm Pg 0241-0245 Fee: \$26.00 Doc: \$971.25 Deena Farrow - McIntosh County Clerk State of OK COUNTY C

Prepared by: Vaisey Nicholson & Nearpass PLLC 155 Clinton Square Rochester, NY 14604 Attn: Jeffrey A. Vaisey, Esq.

Return Deed to:
Old Republic National Title Insurance Company
7201 W. Lake Mead Boulevard
Building A, Suite 270
Las Vegas, NV 89128
Attn: Heather Zeisloft

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT JEAY MEDICAL SERVICES, LLC, an Oklahoma limited liability company ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY to THREE RIVERS VENTURES, LLC, an Oklahoma limited liability company ("Grantee"), having a mailing address of 7033 E. 40th Street, Tulsa, OK 74145, all of its interest in that certain real property and premises situated in the City of Eufala, McIntosh County, State of Oklahoma, which is described on Exhibit "A" attached hereto and made a part hereof, together with the improvements thereon and the appurtenances thereunto belonging (collectively, the "Property"), subject to only those matters of record affecting the Property, and warrants the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, liens, and encumbrances of whatsoever nature granted or created by, through, or under Grantor, but not otherwise.

TO HAVE AND TO HOLD said described Property unto Grantee, its successors and assigns, forever.

[SIGNATURE PAGE FOLLOWS]

Book 1138 Pg 242 1-2022-001491 Pg 0241-0245 03/17/2022 2:48pm Fee: \$26.00 Doc: \$971.25 Deena Farrow - McIntosh County Clerk State of OK

IN WITNESS WHEREOF, Grantor has signed and delivered this Special Warranty Deed effective as of the 4+h day of March, 2022.

GRANTOR:

JEAY MEDICAL SERVICES, LLC, an Oklahoma limited liability company

By:

Name: Ann Barker Ong

Title:

Manager

STATE OF OKlahoma COUNTY OF Muskogee) SS.

The foregoing instrument was acknowledged before me on March 4, 2022, by Ann Barker Ong, the Manager of JEAY Medical Services, LLC, an Oklahoma limited liability company, on behalf of the company.

Tricia A. Waltrip

My Commission Expires: 09/11/22

PATRICIA A WALTRIP (SEAT Commission # 06008887 My Commission Expires 09-11-2022

GROUND LEASE AGREEMENT

BY AND BETWEEN

AN OKLAHOMA LIMITED LIABILITY COMPANY

("LANDLORD")

AND

--
("TENANT")

DATED: _______, 2022

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Agreement" or "Lease") is made effective as of this day of, 2022 ("Effective Date") by and between, ("Landlord"), and ("Tenant").
Basic Lease Provisions
<u>Landlord</u> : Three River Ventures, LLC, or its assigns.
<u>Tenant</u> :
<u>Premises or Leased Premises</u> : The real property consisting of approximately acres located at ("Leased Premises" or "Premises"), more fully described in Exhibit A attached hereto and made a part hereof.
<u>Permitted Use:</u> The Leased Premises may be used only for air ambulance services, which shall include helicopter remote fueling site, crew quarters, aircraft storage, aircraft maintenance, related office space
<u>Commencement Date of Lease</u> : The Primary Term of this Lease shall commence upon ("Commencement Date").
Lease Term: This Lease shall be for a Primary Term of 1 year (the "Primary Term"), beginning on

the Commencement Date and ending 1 year thereafter unless sooner terminated, extended or renewed as herein provided.

Base Rent: Primary Term: The Base Rent for the Leased Premises for the first twelve (12) months of the Primary Term shall be Twelve Thousand Dollars (\$12,000.00), annual gross rent. The Base Rent shall be payable monthly beginning on the Commencement Date.

<u>Tenant Improvements:</u> Tenant, at its sole cost, shall construct any related Improvements upon the Leased Premises, shall arrange for all utilities needed to the Leased premises, and shall have ingress/egress rights through the existing roadway.

STANDARD GROUND LEASE PROVISIONS

The following provisions are made a part of the Ground Lease Agreement between ------, as Landlord, and ------, as Tenant. The terms used herein are as defined in the Basic Lease Provisions unless the context dictates otherwise.

ARTICLE 1.

Leased Premises

1.1 <u>Leased Premises.</u> Subject to the terms and conditions hereinafter set forth and in consideration of the mutual covenants herein contained, the Landlord does hereby lease unto the Tenant, and the Tenant does hereby lease from the Landlord, the Leased Premises as described in the Basic Lease Provisions and as shown on the attached **Exhibit A**.

ARTICLE 2.

Term of Lease

- 2.1 <u>Primary Term</u>. Tenant shall have and hold the Leased Premises for the Primary Term specified in the Basic Lease Provisions. The Primary Term shall commence on the Commencement Date specified in the Basic Lease Provisions. The Primary Term of this Lease shall expire on the date specified in the Basic Lease Provisions, unless sooner terminated as herein provided.
- 2.2 <u>Surrender of demised Premises</u>. Until the expiration or sooner termination of this Lease, title to any building or buildings or improvements situated or erected on the Leased Premises, the trade fixtures and equipment and other items installed therein and thereon, and any alteration, change or addition thereto shall remain solely in Tenant; and Tenant alone shall be entitled to deduct all depreciation on Tenant's income tax returns for any such building or buildings, trade fixtures and equipment and/or other items, improvements, additions, changes or alterations.

ARTICLE 3.

Rent

3.1 <u>Base Rent During Primary Term</u>. During the Primary Term of this Lease, Tenant agrees to pay to Landlord a base annual Rent for the Leased Premises specified in the Basic Lease Provisions. Base Rent shall be due and payable in advance in twelve (12) equal, successive installments on the first day of each calendar month during the full term of this Lease, provided, that Base Rent installments shall be prorated for partial calendar months at the beginning and ending of the Primary Term of this Lease based on the number of days in such calendar month and as so prorated shall be paid in advance.

ARTICLE 4.

Use of Premises

4.1 <u>Uses of Premises.</u> The Premises shall be used and occupied only for the purposes specified in the Basic Lease Provisions.

Tenant shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof relating to (1) the handling, storage, use and disposal of, (2) environmental protection, and (3) the use, analysis, generation, manufacture, storage, disposal or transportation of, any Hazardous Substances, toxic material or medical waste.

"Hazardous Substances" as such term is used in this Lease means any hazardous or toxic substance, material or waste, pollutant, contaminant or any other such substance regulated or listed pursuant to any federal, state or local environmental law or ordinance, including, without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conversation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act.

"Medical Waste" as such term is used in this Lease shall include (i) medical devices, instruments, or paraphernalia such as syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant.

Tenant hereby agrees to fully indemnify and defend Landlord and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises or arising, directly or indirectly, from the condition, occupancy or use by Tenant or any of Tenant's subtenants of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees, contractors, vendors or subtenants of Tenant, or Tenant's subtenants, their agents, employees, invitees, contractors, or vendors, relating to any violation of federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof relating to (1) the handling, storage, use and disposal of, (2) environmental protection, and (3) the use, analysis, generation, manufacture, storage, disposal or transportation of, any Hazardous Substances, toxic material or medical waste.

4.2. <u>Remediation Obligations</u>. If the presence of any Hazardous Substances of any kind or nature brought onto the Premises by Tenant or by Tenant's invitees, employees, agents, contractors, vendors or subtenants of Tenant results in contamination of the Premises, Tenant shall promptly take all necessary actions, at its sole cost and expense, to return the Premises to the condition that existed before the introduction of such Hazardous Substances.

ARTICLE 5.

5.1 <u>Assignment or Subletting.</u> Except as otherwise permitted by this Lease, Tenant shall not assign or in any other manner transfer this Lease or any estate or interest therein; (b) permit any assignment of this Lease or any estate or interest therein by operation of law; (c) sublet the Leased Premises or any part thereof; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) permit the use of the Leased Premises by any parties other than Tenant, its agents, employees, invitees, contractors, vendors or subtenants of Tenant without the prior written consent of Landlord, in its discretion. Any assignment, sublease, mortgage, or other transfer in violation of the terms and covenants of this Section shall be void. Any assignment, sublease, mortgage, or other transfer in violation of the terms and covenants of this Section approved by Landlord shall not relieve tenant of its obligations under this Lease.

ARTICLE 6.

Maintenance and Repair of Premises; Utilities

6.1 <u>Maintenance and Repairs</u>. At all times during the Primary Term of this Lease, Tenant shall be fully and solely responsible for the condition, operation, repair, maintenance and management of the Leased Premises and all parts and portions thereof, including but not limited to all aspects of and the condition of the Building, parking area, driveways, landscaping, and all other improvements, and shall bear all costs and expenses in any manner related thereto and fully indemnify and hold Landlord harmless from any such costs or expenses.

Tenant shall also keep the Leased Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officers, fire marshals, building inspectors and other governmental officials.

6.2 <u>Utilities</u>. At all times during the Primary Term of this Lease, Tenant shall promptly pay all charges for water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by Tenant on the Leased Premises or supplied to it therein. Tenant shall not at any time permit any lien or claim to be filed against the Leased Premises or any part thereof on account of any expenses or charges for any of said utility services and shall save Landlord harmless therefrom.

It is specifically understood and agreed by Tenant that Landlord shall not under any circumstances be liable for any interruption whatsoever in utility services nor shall failure of the same to be supplied to the Leased Premises be deemed a constructive eviction of Tenant or be grounds for withholding or offsetting any Rent payments or other financial obligations payable by Tenant under the terms of this Lease or be cause for termination of this Lease, unless caused by the gross negligence or willful misconduct of Landlord.

ARTICLE 7.

Alteration and Installation of Trade Fixtures

7.1 <u>Alterations</u>. Tenant may from time to time during the term of this Lease but at Tenant's sole cost, risk and expense make such alterations or improvements to the Leased Premises as may, in Tenant's opinion, be reasonably necessary or desirable for the conduct or improvement of Tenant's business, provided, that no alteration or change affecting the zoning of the Leased Premises shall be made without the prior written consent of Landlord. Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the

Leased Premises as such value existed immediately before such change or alteration.

7.2 <u>Trade Fixtures</u>. Tenant shall have the right to install in or upon the Leased Premises all trade fixtures, machinery, equipment and personal property which Tenant in its sole judgment deems necessary or desirable in the conduct of its business in or from the Leased Premises. All trade fixtures, machinery and equipment installed or placed by Tenant on the Leased Premises may be removed by it from time to time during the term of this Lease and upon the expiration of this Lease, provided, that any damage caused to the Leased Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by Tenant at its sole cost and expense and the Leased Premises restored to the same condition as they were prior to the installation of said property by Tenant, usual wear and tear excepted, and further provided, that at the time of any such removal Tenant is not then in default in the terms and conditions of this Lease beyond applicable notice and/or cure periods.

ARTICLE 8.

Tenant Signs

- 8.1 <u>Erection and Maintenance of Signs</u>. Tenant shall have the right to erect, place and maintain on the Leased Premises at its sole cost, risk and expense any sign or signs designating the name and type of business being conducted on the Leased Premises by Tenant subject to the submission to and approval in writing by Landlord of detailed plans for each such sign. Tenant shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.
- 8.2 <u>Removal of Signs</u>. Tenant at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Leased Premises wherever it appears thereon at the termination of this Lease regardless of how such termination occurs.

ARTICLE 9.

Taxes and Assessments

9.1 <u>Taxes / Impositions</u>. Deleted.

ARTICLE 10.

<u>Insurance and Indemnification</u>

- 10.1 <u>Casualty Insurance</u>. Landlord agrees to keep the Leased Premises insured at all times during the Primary Term of this Lease against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies.
- 10.2 <u>Liability Insurance</u>. Tenant agrees, at its sole cost and expense, throughout the Primary Term of this Lease, to maintain for the mutual benefit of Landlord and Tenant, comprehensive

general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Leased Premises or occurring or arising out of the use or occupancy of the Leased Premises by Tenant, in a combined single limit amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. Tenant shall endorse its insurance policies to name Landlord as an additional insured.

- 10.3 <u>Worker's Compensation and Employer's Liability Insurance</u>. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain statutory Worker's Compensation Insurance (as defined in the Oklahoma Labor Code) and Employer's Liability Insurance limits covering Bodily Injury by Accident \$500,000.00 each accident; Bodily Injury by Disease \$500,000.00 policy limit; Bodily Injury by Disease \$500,000.00 each employee. The Worker's Compensation Insurance and Employer's Liability Insurance to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.
- 10.4 <u>Business Automobile Liability Insurance</u>. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain business automobile liability insurance on a standard form (approved by the Oklahoma Department of Insurance), written to cover all owned, hired or non-owned automobiles, subject to minimum limits of \$1,000,000.00 Combined Single Limit Each Accident.
- 10.5 <u>Professional Liability Insurance</u>. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain Professional Liability Insurance with policy limits of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate.
- 10.6 <u>Indemnification of Landlord</u>. Tenant hereby agrees to fully indemnify and defend Landlord and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises or arising, directly or indirectly, from the condition, occupancy or use by Tenant or any of Tenant's subtenants of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees, contractors, vendors or subtenants of Tenant, or Tenant's subtenants, their agents, employees, invitees, contractors, or vendors.

ARTICLE 11.

<u>Damage or Destruction of</u> <u>Building and Related Improvements</u>

11.1 Deleted

ARTICLE 12.

Eminent Domain

- 12.1 <u>Substantial Taking.</u> If the whole or any substantial part of the Leased Premises shall be taken for any public or quasi-public use under any governmental Law, ordinance or regulation or by right of eminent domain, or should be sold by Landlord to any condemning authority under threat of condemnation, or if reasonable access to the Leased Premises is denied by reason of such taking or sale, this Lease shall terminate effective when the physical taking of the Leased Premises shall occur, and the Rent and any other payments to be made by Tenant to Landlord pursuant to the terms hereof, shall be paid only to the date of such termination and adjusted to that date.
- 12.2 <u>Partial Taking</u>. If a taking of only a portion of the Leased Premises or the sale under threat of eminent domain of only a portion thereof does not prevent the practical use of the remaining portion of the Leased Premises by Tenant for the permitted purposes, then this Lease shall continue in full force and effect and the Rent shall be adjusted equitably as to the taking of any portion of the Building forming a part of the Leased Premises. The taking of all or any part of the Leased Premises under the power of eminent domain or the sale of all or any part thereof under the threat of eminent domain proceedings shall not be construed as a breach by Landlord of any warranty or of any covenant of quiet enjoyment, expressed or implied, or other covenant of Landlord contained herein.

In the event of a partial taking or sale of a portion of the Leased Premises under threat of eminent domain that does not result in the termination of this Lease pursuant to the terms hereof, it is agreed that the proceeds of any award for such partial taking or sale proceeds shall be made available by Landlord to Tenant to that extent reasonably necessary to restore the remainder of the Leased Premises to a reasonable operating condition for the permitted purposes. Such funds shall be made available for restoration by Landlord to Tenant under similar conditions as are imposed by the terms of Article 11 above.

ARTICLE 13.

Subordination; Non-Disturbance

13.1 <u>Subordination to Mortgage: Non-disturbance of Tenant.</u> Landlord hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Lease and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by Landlord upon the Leased Premises or any part thereof. Tenant agrees to execute and deliver any other or further instrument which may be reasonably required by Landlord or any mortgagee of Landlord in confirmation of such subordination promptly upon Landlord's request. Provided, Landlord will arrange with the holder of any such mortgage for a written agreement, that if, by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Leased Premises, it will not disturb the possession, use or enjoyment of the Leased Premises by Tenant or disaffirm this Lease or Tenant's rights or estate hereunder so long as Tenant is not in default in any material respect in its covenants, agreements and obligations contained in this Lease beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of Tenant herein are timely and fully performed strictly in accordance with the terms and conditions of this Lease.

13.2 <u>Attornment by Tenant</u>. Tenant shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as Tenant's Landlord under this Lease, subject to the written non-disturbance agreement referenced in Section 13.1.

ARTICLE 14.

Estoppel Certificate

- 14.1 <u>Execution and Delivery of Estoppel Certificate.</u> Tenant agrees that, throughout the Primary Term of this Lease or any extensions or renewals hereof, within fifteen (15) days of request by Landlord or a mortgagee of Landlord or a prospective purchaser of the Leased Premises, it will sign and deliver a certificate stating in substance (if such be the case):
 - (a) Any Lease is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by Tenant or the certificate shall so state), copies of the Lease and any modifications have been provided to Tenant;
 - (b) Tenant has accepted possession and now conducts business in the Premises;
 - (c) All conditions of the Lease to be performed by Landlord prerequisite to the full effectiveness of the Lease have been satisfied:
 - (d) That Tenant has no defenses or offsets to full and timely performance of its covenants, agreements and obligations under this Lease as of the date of such certificate:
 - (e) That Tenant has no knowledge of any default by Tenant or Landlord in the terms of this Lease (unless such a default exists in which case the same shall be detailed in such certificate); and
 - (f) Such other and further reasonable information as Landlord or a mortgagee of Landlord or a prospective purchaser of the Leased Premises may specifically request of Tenant.

It is specifically understood and agreed by Tenant that after delivery of such certificate by it, Tenant will be estopped from asserting any claim or defense known to Tenant prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

ARTICLE 15.

Landlord and Landlord's Mortgagee's Right to Perform Tenant's Covenants

15.1 Deleted.

ARTICLE 16.

Default of Tenant

- 16.1 <u>Events of Default</u>. The following events shall be deemed to be Events of Default by Tenant under this Lease:
 - (a) Tenant shall fail to pay when due any Rents or installments thereof or other financial obligations payable by Tenant hereunder and such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.
 - (b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than the payment of rent or other financial obligations, and shall not commence to correct such failure within thirty (30) days after written notice thereof to Tenant, or, having so commenced to correct such failure neglects and fails to prosecute such correction continuously with due diligence to completion.
 - (c) Tenant shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of Tenant or of all or substantially all of its assets, Tenant shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due, Tenant shall make a general assignment for the benefit of its creditors, Tenant shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, Tenant shall file an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceedings.
 - (d) If a levy under execution or attachment shall be made against Tenant or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy.
- 16.2 <u>Remedies of Landlord.</u> Upon the occurrence of any of the aforesaid Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:
 - (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord and if Tenant fails so to do Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-lease the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remodeling or redecorating of the Building forming a part of the Leased Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which Landlord may suffer by reason of such termination.
 - (b) Without terminating this Lease, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof and re-lease the Leased Premises and receive the Rent

therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs and expenses incurred by Landlord in real estate commissions, remodeling or renovation of the Leased Premises or otherwise.

(c) Without terminating this Lease, enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord immediately on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon as in this Lease above provided and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord, or Landlord's agents, employees, invitees, contractors, or vendors.

If on account of any breach or default by Tenant in its obligations under the terms and conditions of this Lease, it shall be reasonably necessary or prudent for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection. Likewise, Tenant agrees to pay all costs, charges and expenses which may be incurred by Landlord in the enforcement of the Tenant's obligations hereunder or in pursuit of any remedies granted Landlord herein or by law.

ARTICLE 17.

Default of Landlord

17.1 <u>Default(s) of Landlord</u>. If Landlord shall fail to perform any term or provision under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for Landlord to cure shall be extended for any period of time during which Landlord is delayed in, or prevented from, curing due to fire or other casualty, strikes, lock-outs or other labor trouble, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by Tenant or other Persons, and other causes beyond Landlord's reasonable control.

Tenant agrees to look solely to Landlord's interest in the Leased Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against Landlord. Neither Landlord nor any member, owner, officer or director of Landlord, shall ever be personally liable to Tenant for the payment of any monetary judgment of Tenant or any costs or attorney's fees thereon. This provision does not limit any right that Tenant might otherwise have to obtain injunctive or other relief so long as such relief would not require Landlord to respond in monetary damages from assets other than the Landlord's interest in the Leased Premises. In no event shall Landlord or any member, owner, officer or director of Landlord be liable to Tenant for any indirect, special or consequential damages.

ARTICLE 18.

Miscellaneous Provisions

- 18.1 <u>Holding Over.</u> If Tenant remains in possession of the Leased Premises or any portion thereof after the expiration of this Lease and without the execution of a new lease agreement, it shall be deemed to be occupying the Leased Premises as a Tenant from month to month but subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy, save and except that, during such holdover period, monthly Base Rent installments shall be in that amount equal to one hundred fifty percent (150%) of the Base Monthly Rent installment payable for the last calendar month of the Primary Term hereof or the last Renewal Term hereof, whichever is applicable, and save and except that Tenant shall not be entitled to any renewal rights which may be contained in this Lease or any amendment thereto. The foregoing provision shall not serve as permission for Tenant to hold-over nor serve to extend this Lease.
- 18.2 Notices and Communications. All notices or other communications which may be given or which are required to be given hereunder by either party to the other and any exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either: (i) personally delivered to the intended recipient(s) at the addresses specified below; (ii) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient at the address specified below. Notices shall be deemed effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this subparagraph 18.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular party whose address is to be changed):

tice	in writing given by the particular party whose address is to be changed):
	If to Landlord:
	If to Tenant:

- 18.4 <u>Applicable Law.</u> This Lease shall be governed by and enforced and construed under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Lease shall be conclusively deemed to have been prepared jointly by the parties hereto and not by any one party to the exclusion of the other party hereto.
- 18.5 <u>Recording—Memorandum of Lease</u>. This Lease shall not be recorded but, at the request of Landlord, Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease that may be recorded.

- 18.6 <u>Quiet Enjoyment</u>. Upon payment by Tenant of all Rents payable hereunder and observance and performance of all its covenants and agreements herein contained, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term herein demised without hindrance or interruption by Landlord or any person or entity claiming by, through or under Landlord subject, nevertheless, to the terms and conditions of this Lease.
- 18.7 <u>Time of the Essence.</u> It is mutually agreed that time is of the essence in the performance by Tenant of each and every term, covenant and condition of this Lease.
- 18.8 <u>Entirety</u>. This Lease constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Lease supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.
- 18.9 <u>Amendment and Waiver</u>. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Lease shall be valid unless such waiver is in writing duly executed and dated by the party or parties sought to be charged therewith.
- 18.10 <u>Partial Invalidity</u>. If any provisions of this Lease or the application thereof to any party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Lease or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any party to this Lease.
- 18.11 <u>Binding Effect.</u> This Lease shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.
- 18.12 <u>Approval or Consent</u>. Except as provided otherwise in this Lease, in any event in which Landlord or Tenant is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

[Signatures on Following Page]

their agre	ement to this I s, Exhibits, and	Lease Agreement, ar	, Landlord and Tenant have signed below to reflect and have initialed the first page of the Standard Lease fy their inclusion in the Lease, which is hereby made a
			Landlord
			Three Rivers Ventures, LLC
			By: Jerry Reed, Partner
			TENANT:
			By:
			By:,

EXHIBIT A

DIAGRAM OF LEASED PREMISES

Landlord and Tenant agree that the area marked in Red Outline on the attached Survey shall be the general area of the Leased premises, utilizing the dimensions / liner feet of the survey.

Legal Notice

Published in the Indian Journal, Thursday, June 9, 2022

City of Eufaula Public Hearing Notice

Notice is hereby given that the City of Eufaula, Oklahoma, will conduct a public hearing on the Specific Use Permit Application for property located within the City of Eufaula.

The property requesting a Specific Use Permit is described as follows:

Description: Legal SW/C E2 NE SE SEC 27-10-16 N000712E 662.07' N534330E 192.80' N263354E 223.61' N300' N632606E 223.61' E 500' N501724E 395.37' TO W ROW/L OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 565.41' N681840W 119.95' S214730W 268.97' \$895830W 401.95' TO POB LESS .23A &; LESS .69A SEC 26-10-16 (PT IN SEC 27) SEC 26-10-16 165/580 179/318 343/412 828/702 883/197 MS18/272

General Location Known as: 1 Hospital Dr.

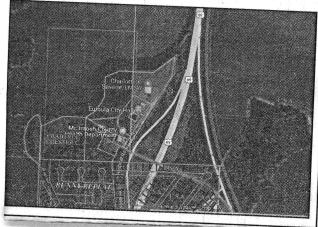
Specific Use Request: Installation of a new helipad for emergency medical services,installation of new modular building for a flight crew, and installation of a fuel tank. Applicant/s: Korey Langston, Program Director – First Flight, McAlester Regional Air Care.

The public hearings will be held as follows:

June 20, 2022 at 5:30 PM Planning and Zoning Commission, Eufaula Community Center, 121 High Street.

June 24, 2022 at 5:30 PM Eufaula City Council, Eufaula Community Center, 121 High Street.

At this time any interested citizen of Eufaula, Oklahoma will have the opportunity to be heard regarding this request. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Eufaula City Hall at 918-689-2534. A copy of the application is available for public inspection during normal working hours and can be accessed from the Eufaula City Hall at 918-689-2534 or by emailing aa@cityofeufaulaok.com.



Legal Notice

Published in the Indian Journal, Thursday, June 16, 2022

City of Eufaula Public Hearing Notice

Notice is hereby given that the City of Eufaula, Oklahoma, will conduct a public hearing on the Specific Use Permit Application for property located within the City of Eufaula.

The property requesting a Specific Use Permit is described as follows:

Legal Description: BEG SW/C E2 NE SE SEC 27-10-16 N000712E 662.07' N534330E 192.80' N263354E 223.61' N300' N632606E 223.61' E 500' N501724E 395.37' TO W ROW/L OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 565.41' N681840W 119.95' S214730W 268.97' S895830W 401.95' TO POB LESS .23A &; LESS .69A SEC 26-10-16 (PT IN SEC 27) SEC 26-10-16 165/580 179/318 343/412 828/702 883/197 MS18/272

General Location Known as: 1 Hospital Dr.

Specific Use Request: Installation of a new helipad for emergency medical services, installation of new modular building for a flight crew, and installation of a fuel tank.

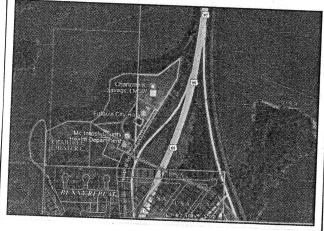
Applicant/s: Korey Langston, Program Director – First Flight, McAlester Regional Air Care.

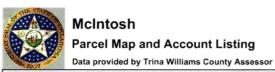
The public hearings will be held as follows:

June 20, 2022 at 5:30 PM Planning and Zoning Commission, Eufaula Community Center, 121 High Street.

NOTE: The City Council Meeting for this item has been changed to July 11, 2022 at 5:30 PM Eufaula City Council, Eufaula Community Center, 121 High Street.

At this time any interested citizen of Eufaula, Oklahoma will have the opportunity to be heard regarding this request. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Eufaula City Hall at 918-689-2534. A copy of the application is available for public inspection during normal working hours and can be accessed from the Eufaula City Hall at 918-689-2534 or by emailing aa@cityofeufaulaok.com.





Date

06/02/2022

Time 10:00:01

Account	460034723	Current Owner	Legal Description		
ParcellD	0000-27-10N-16E-4-017-00	EUFAULA MUNICIPAL HOSPITAL	TRACT IN E2 NE SE BEG SW/C N895830E 401.95' N214630E ALONG		
Situs Sec/Twn/Rng 27-10N-16E			W/ROW HWY 69 143' POB N681330W		
Subdivision	27-1014-102	AUTHORITY	110' N214630E 260' S681330E 175'		
Block/Lot		0000-0000	S214630W 133.93' TO ROW/L HWY 69 N681840W ALONG ROW 65' S214630W		
Lot Size	0.5400 Acres	Book/Page	125 97' POR LESS 314 SEC 27-10-16		
Account	460003730	Current Owner	Legal Description		
ParcelID	0000-27-10N-16E-4-014-00	STATE OF OKLAHOMA -HIGHWAY #69	HWY 27-10-16E		
Situs		9			
Sec/Twn/Rng	27-10N-16E				
Subdivision					
Block/Lot		00000-0000			
Lot Size	1.1000 Acres	Book/Page			
Account	460003731	Current Owner	Legal Description		
ParcelID	0000-27-10N-16E-4-015-00	CITY OF EUFAULA	25' EACH SIDE CNTRLINE BEG 581.05' E		
Situs			& 219.90' N SW/C SE NE SE POB		
Sec/Twn/Rng	27-10N-16E		N305616E 155.40' NE CURVE L RADIUS 5859.23' 199.98' N285856E 386.26' TO		
Subdivision			S/EDGE PARKING LOT (PT IN SEC 26)		
Block/Lot		00000-0000	SEC 27-10-16 380/79& SURVEY)		
Lot Size	0.1600 Acres	Book/Page	020 27 10 10 0000 0000 0000		



Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date

06/02/2022

Time

10:00:02

Account Lis	460022060	Command Oroman	Page: 2		
	460033069	Current Owner	Legal Description		
ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot		STIGLER HEALTH AND WELLNESS CENTER, INC & M. SAMIE YAR MD, INC 1505 E MAIN ST STIGLER OK 74462-0000	A PART NE SEC 27, & A PART SW SEC 26, BEG SE*/C NE NE SE SEC 27, N534330E 192.80' N263354E 223.61' S632402E 457.25' TO POB S611106E 120 S284854W 100' N611106W 120' N284854E TO POB SEC 27-10-16 298/316		
Lot Size	0.0400 Acres	Book/Page 0850-0690	372/823 850/689* 850/690*		
Account	460003718	Current Owner	Legal Description		
Situs 7033 E 40TH ST Sec/Twn/Rng 27-10N-16E 7033 E 40TH ST Subdivision TULSA OK			BEG SW/C E2 NE SE SEC 27-10-16 N000712E 662.07' N534330E 192.80' N263354E 223.61' N300' N632606E 223 61' E500' N501724E 395.37' TO W ROW/LINE HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98'		
Lot Size Account	9.7700 Acres 460003728	\$283544W 565 41' N681840W 119 95'			
		Current Owner	Legal Description		
ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size	0000-27-10N-16E-4-011-00 27-10N-16E 1.5500 Acres	(COUNTY HEALTH DEPARTMENT) Book/Page	BEG SW/C SE NE SE N895830E 401.95' N214630E 98.97' POB N681830W 270' N214630E 303.93' S681830E 160' S214630W 133.93' S681830E 110' S214630W 170' POB SEC 27-10-16 348/82		
Account	460033070	Current Owner	Legal Description		
ParcelID Situs	0000-26-10N-16E-3-004-00	CITY OF EUFAULA	25' EACH SIDE CNTRLINE BEG 581.05' E & 219.90' N SW/C SE NE SE POB		
Sec/Twn/Rng Subdivision Block/Lot Lot Size	26-10N-16E	00000-0000 Book/Page	N305616E 155.40' NE CURVE L RADIUS 5859.23' 199.98' N285856E 386.26' TO S/EDGE PARKING LOT (PT IS IN SEC 26) SEC 27-10-16 380/79 (&survey)MS18/272		
Account	0.6900 Acres 460003688	Current Owner	Legal Description		
ParcellD					
Situs Sec/Twn/Rng	0000-26-10N-16E-3-001-00 00002 HOSPITAL DRIVE EUFA	JEAY MEDICAL SERVICES, LLC %ANN BARKER ONG, AGENT	BEG SW/C E2 NE SE SEC 27-10-16 N000712E 662.07' N534330E 192.80' N263354E 223.61' N300' N632606E 223		
Subdivision Block/Lot Lot Size	7.2900 Acres	350 S 40TH ST MUSKOGEE OK 74401-0000 Book/Page 0883-0197	61' E 500' N501724E 395.37' TO W ROW/L OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 565 41' N681840W 119 95' S214730W 268 97'		
Subdivision Block/Lot Lot Size Account	7.2900 Acres 460003689	350 S 40TH ST MUSKOGEE OK 74401-0000 Book/Page 0883-0197 Current Owner	OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 565		
Subdivision Block/Lot Lot Size	7.2900 Acres	350 S 40TH ST MUSKOGEE OK 74401-000C Book/Page 0883-0197 Current Owner STIGLER HEALTH AND WELLNESS CENTER, INC & M. SAMIE YAR MD, INC. 1505 EAST MAIN ST STIGLER OK 74462-000C Book/Page 0850-0690	OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 565 A1' N6818A0W, 119 95' S214730W 268 97' Legal Description A PART NE SEC 27, & A PART SW SEC 26, BEG SE*/C NE NE SE SEC 27, N534330E 192.80' N263354E 223.61' S632402E 457.25' TO POB S611106E 120 S284854W 100' N611106W 120' N284854E TO POB SEC 26-10-16 298/316 372/823.850/680* 850/690* MS18/272		
Subdivision Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size	7.2900 Acres 460003689 0000-26-10N-16E-3-002-00 00017 HOSPITAL DR 26-10N-16E 0.2300 Acres	350 S 40TH ST MUSKOGEE OK 74401-0000 Book/Page 0883-0197 Current Owner STIGLER HEALTH AND WELLNESS CENTER, INC & M. SAMIE YAR MD, INC. 1505 EAST MAIN ST STIGLER OK 74462-0000	OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 565 41' N684840W 119 95' S214730W 268 97' Legal Description A PART NE SEC 27, & A PART SW SEC 26, BEG SE*/C NE NE SE SEC 27, N534330E 192.80' N263354E 223.61' S632402E 457.25' TO POB S611106E 120 S284854W 100' N611106W 120' N284854E TO POB SEC 26-10-16 298/316 372/823 850/689* 850/690* MS18/272 Legal Description		
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Subdivision Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size	7.2900 Acres 46003689 0000-26-10N-16E-3-002-00 00017 HOSPITAL DR 26-10N-16E 0.2300 Acres 460003691 0000-27-10N-16E-1-001-00 27-10N-16E	350 S 40TH ST MUSKOGEE OK 74401-000C Book/Page 0883-0197 Current Owner STIGLER HEALTH AND WELLNESS CENTER, INC & M. SAMIE YAR MD, INC. 1505 EAST MAIN ST STIGLER OK 74462-000C Book/Page 0850-0690 Current Owner U.S.A.	OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 565 41' N681840W, 119 95' S214730W 268 97' Legal Description A PART NE SEC 27, & A PART SW SEC 26, BEG SE*/C NE NE SE SEC 27, N534330E 192.80' N263354E 223.61' S632402E 457.25' TO POB S611106E 120 S284854W 100' N611106W 120' N284854E TO POB SEC 26-10-16 298/316 372/823 850/680* 850/690* MS18/272 Legal Description ALL ELSE SEC.27-10-16 50/227 53/90 55/273 55/445 56/33 61/273 61/278 67/408		
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June 3, 2022

CITY OF EUFAULA PO BOX 684 EUFAULA, OK 74432

Re: Consideration of Specific Use Permit for Nearby Property

Dear Property Owner:

The Planning and Zoning Commission is considering a Specific Use Permit for the following property: Legal Description: Legal Description: BEG SW/C E2 NE SE SEC 27-10-16 N000712E 662.07' N534330E 192.80' N263354E 223.61' N300' N632606E 223.61' E 500' N501724E 395.37' TO W ROW/L OF HWY 69 S063830W 300' S283310W 108.93' S283500W 606.98' S283544W 565.41' N681840W 119.95' S214730W 268.97' S895830W 401.95' TO POB LESS .23A &; LESS .69A SEC 26-10-16 (PT IN SEC 27) SEC 26-10-16 165/580 179/318 343/412 828/702 883/197 MS18/272.

Commonly Known as: 1 Hospital Dr.

Proposed Specific Use: Installation of a new helipad for emergency medical services, installation of a new modular building for administrative offices / quarters, and installation of a fuel tank.

Applicant/s: Korey Langston, Program Director – First Flight, McAlester Regional Air Care.

Enclosed is a map showing the approximate section being considered for the request.

You are being notified because you are listed as a property owner within a 300-foot radius. If you have questions or would like to submit a comment for the record, please contact us through one of the following options:

Phone: 918-689-2534

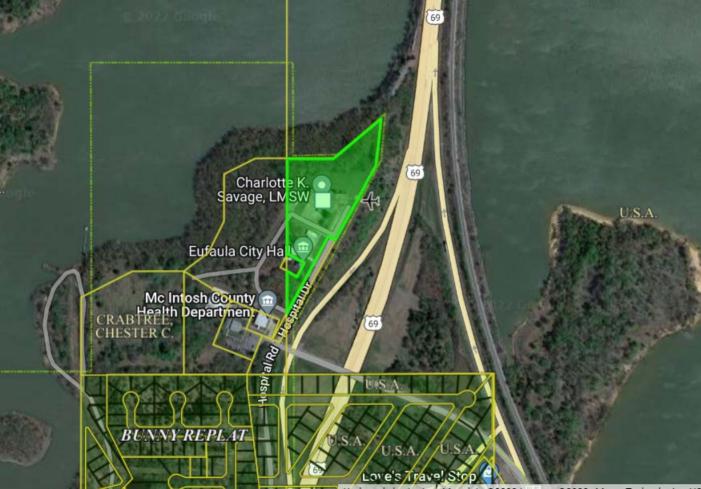
Mail: P.O. Box 684, Eufaula, OK 74432 Email: AA@CityofEufaulaOK.com

The public hearings will be held as follows:

June 20, 2022 at 5:30 P.M. Planning and Zoning Commission, Eufaula Community Center, 121 High Street. June 21, 2022 at 5:30 P.M. Eufaula City Council, Eufaula Community Center, 121 High Street.

You are welcome to attend the public meeting and provide comment at the designated time.

Respectfully,
Julie Musgraves
Executive Assistant
City of Eufaula





Planning and Zoning Commission Agenda Item No. 6

Meeting Date: June 20, 2022

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of the clarification / distinction of the terms hazardous marijuana processing and non-hazardous marijuana processing.

Initiator: Staff

Staff Information Source: Julie Musgraves, Administrative Assistant.

Background: The question has come up in past committee meetings. We are seeking clarification between hazardous medical marijuana processing and non-hazard medical marijuana processing.

Attachment:

Agenda Board of Adjustment June 20, 2022 5:30 p.m.

Board of Adjustment

Chairman Sam Sylvester
Vice Chairman Brandon Linstead
Secretary Gordon Pennington
Member James Hickman
Member Dennis Henson

1. Call to Order

Chairman Sam Sylvester

2. Roll Call /Attendance

Executive Assistant Julie Musgraves

- 3. Approval of Minutes.
 - A. Board of Adjustment meeting May 16, 2022.
- 4. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for Zoning Variance / Special Exception Request to allow the construction of a 30ft. x 40ft. storage building at the following location: Lots 164 & 165 in Coon Creek Acres, being part of the Northeast ¼ of Section 28, Township 10 North, Range 16 East, McIntosh County, Oklahoma. Commonly known as 1812 Sunset Drive.
 - A. Conduct a public hearing.
 - B. Take action.
- 5. Adjournment.

Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432 and the Community Center, 121 High Street, Eufaula, OK 74432 (the location of meeting) on May 11, 2022 5:30 PM

CITY OF EUFAULA, OK

Community Center 121 High Street Eufaula, OK 74432



MINUTES OF MEETING Monday May 16, 2022 5:30 p.m.

Planning and Zoning Commission / Board of Adjustment

The City of Eufaula encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CRF/36).

Council Rules of Decorum limit citizen comments on agenda items, non-agenda items, and public hearings to five (5) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk, provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted ten (10) copies should be made available, and may not be returned. Under Oklahoma Law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda.

The complete packet of information for the agenda items is available online at CityofEufaulaOK.com

Planning and Zoning Commission

Chairman Sam Sylvester
Vice Chairman Brandon Linstead
Secretary Gordon Pennington
Member James Hickman
Member Dennis Henson

MINUTES
Planning and Zoning Commission
May 16, 2022
5:30 p.m.

Notice: Planning and Zoning Commission will hold a public hearing on these items and upon which action is taken will be forwarded to the City Council with a recommendation. It should be recognized that the Planning Commission is a recommendatory body and the City Council may, or may not, concur with the Planning Commission's recommendation. Therefore, it is important to note that all items forwarded by the Planning Commission will be introduced and heard at a subsequent City Council meeting.

There is no scheduled Special Meeting for the Planning and Zoning Commission.

MINUTES

Board of Adjustment May 16, 2022 5:30 p.m.

Board of Adjustment

Chairman Sam Sylvester
Vice Chairman Brandon Linstead
Secretary Gordon Pennington
Member James Hickman
Member Dennis Henson

1. Call to Order 5:30pm

Chairman Sam Sylvester

- 2. Roll Call /Attendance Executive Assistant Julie Musgraves Members Present: Sylvester, Linstead, Pennington, Hickman, Henson.
- 3. Approval of Minutes.

A. Board of Adjustment meeting April 26, 2022. Motion to Approve minutes by Linstead, 2nd by Henson. Roll Call Vote: Yes-Pennington, Sylvester, Hickman, Linstead, Henson.

- 4. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for Zoning Variance / Special Exception Request to allow for a marijuana processing license at the following location: LOT 11 BLK 101 OT City of Eufaula, McIntosh County, Oklahoma. Commonly known as 137 S Main.
 - A. Conduct a public hearing.
 - B. Take action.

Public Discussion. Emily Rowton, Applicant. Citizens who spoke in opposition: Phillip Levenson, Angela Shufeldt, Wade Holman, Nick McKinney, Bryan Ford. Motion to Deny by Hickman, 2nd by Henson. Roll Call Vote: Yes-Pennington, Sylvester, Hickman, Linstead, Henson.

5. Adjournment.

Motion to Adjourn by Linstead, 2nd by Pennington. Roll Call Vote: Yes-Pennington, Sylvester, Hickman, Linstead, Henson.



Meeting Date: June 20, 2022

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of an application for Zoning Variance / Special Exception Request to allow the construction of a 30ft. x 40ft. wood and brick building at the following location: Lots 164 & 165 in Coon Creek Acres, being part of the Northeast ½ of Section 28, Township 9, 10 North, Range 16 East McIntosh County. Commonly known as 1812 Sunset Drive.

Initiator: Bobby J Cunningham

Staff Information Source: Julie Musgraves, Executive Assistant.

Background: Bobby Cunningham submitted an amended application for a Zoning Variance / Special Exception Request on May 13, 2022 to allow for the construction of a 30ft. x 40ft building. The building will have customary exterior finish (wood & brick). He has reduced the size of his original request to a 1,200 sq. ft. structure (from the original request for a 1,800 sq. ft. building). Mr. Cunningham's lot is ½ acre. According to the zoning codes with the ½ acre lot, he is allowed up to a 1,000 sq. ft. building without a variance.

All property owners within a 300-foot radius were notified by mail in a letter dated May 13 2022. No property owners have contacted the City of Eufaula with written objections to this project.

Attachment: Amended Zoning Change Application, Warranty Deed, Proposed Design, 300 ft. Radius List, 300 ft. Radius Letters with Map, and the Indian Journal Publication.

CITY OF EUFAULA

APPLICATION FOR ZONING VARIANCE / SPECIAL EXCEPTION REQUEST

Date: March 24, 2022
Address or General Description: 1812 Sunset Drive, Eufaula, Oklahoma 74432
Present Zoning: Residential Owner of Record: Bobby J. & Angela I. Cunningham
Legal Description of tract under application, if described by meter and bonds, attach plat o survey:
Lots 164 and 165 of the Coon Creek Acres Addition to the City of Eufaula, Oklahoma 74432
Each Lot measures: 75'-0" x 150'- 0" for a total of 22,500 Square Feet.
If applicant is other than owner, please indicate interest (purchaser, lessee, agent for, other) Attach documentation of interest and documentation from the owner of record authorizing this specific use permit: No
Are there any private or deed restrictions controlling use of tract (if yes, explain) : No?
Responsible party for advertising, zoning variance application fee (\$150.00), and any additional fees:
Name: Bobby J. Cunningham
Address: 1812 Sunset Drive, Eufaula, Oklahoma 74432
Phone: Cell 405/354-5601 Home 918/689-5601
I do hereby certify that the information herein submitted is complete, true and accurate.
Signed: Date: March 24, 2022
Printed Name: Bobby J. Cunningham Phone: 05/354-5601
Address: 1812 Sunset Drive, Eufaula, Oklahoma 74432

A. General Description of Property

Size in Acres or Square Feet: 22,500 Square Feet or 5/8 Acre More or Less
Current Use: Grass Yard
Topography (Flat, Rolling Hills, Etc.) :Flat
Topography (Flat, Floring Fillio, Etc.)
Frontage Road (Name and Description: Northwest Corner of Coon Creek Rd. and
Corporat Dativo
Sunset Drive
Identify structures and improvements on property: One brick Home.
City Water: VES V NO
City Water: YES X NO
City Sewer: YES NO X
Identify the use(s) intended for the subject property: It will be used as a garage to park my
Car, Pickup, Golf Cart, Lawn Mower and Yard Equipment.
Car, Fickup, Coil Cart, Lawii Mower and Fard Equipment.

B. Description of A General Adacent Property

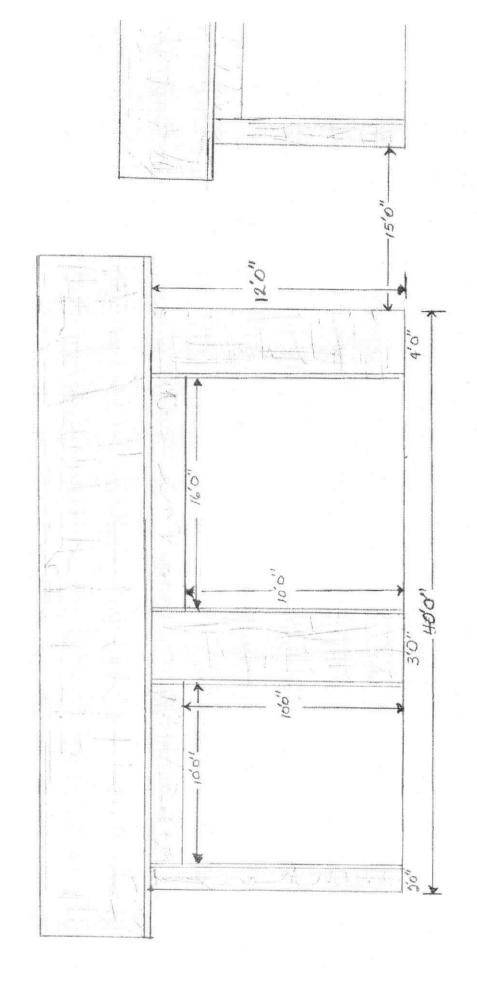
Identify any buildings and give their approximate distance from your property Lines:
House at 1816 Sunset Drive located approximately Thirty (30) feet from West
West property line.
Explain the surrounding land uses: Residential.
C. Zoning Variance / Special Exception Request
Is there extraordinary or exceptional conditions or circumstances which are precular to the
land, structure or building involved, the literal enforcement of the terms of the Code would
result in unnecessary hardship? None.
Does the extraordinary or exceptional conditions or circumstances apply to other property in
the same use district? Explain: Not sure?
If the variance is granted will it cause substantial detriment to the public good or impair the
Purposes, spirit, and intent of the Code, or the Comprehensive Plan? Explain: No.

Describe the variance/special exception as it pertains to your property:					
The structure is wood and brick, 30' X 40', and 1200 sq. ft. which is a smaller structure than					
the home of 1300+ sq. ft. I believe it is within the building ordinances of the City as it is a					
smaller building than the home.					
Describe the benefits, if any, of your requested variance/special exception to the adjacent Properties and / or to the City of Eufaula: It is a very nice looking wood and brick stucture and					
and enhance the view of the surrounding properties.					
Identify how well suited the subject property is for the requested variance / special exception.					
(cite such advantages as topography, foliage, soil, drainage, access, distance to centers of					
population, availability of utilities, etc.) Explain: It is a flat grass soil with good drainage and eazy access from the street. The utilities (water and electricity) already exist to					
the property. There is a septic system on the property.					
Explain how the variance/special exception request will affect the road system(s) serving					
your area: There should be no effects to Coon Creek Road and Sunset Drive.					
Give an estimated traffic count (average daily trips) for the variance/special exception request					
How will the potential traffic resulting from the increased us or activity be controlled?					
There should not be any increase in activity or traffic from this structure.					
Is the variance/special exception requested comparable to surrounding permitted uses and the existing development pattern? Yes.					
the existing development pattern:					

	equest be detrimental to property in the same zone
	and explain measures you would propose to believe the structure will have no adverse effects
or be detrimental to the area.	
Applicant: Do Not Write Below This Li	ne:
Application received by:	Date:
Tract Acreage:	Public Hearing Date:
Section:	_Township:
Range:	_Present Zoning:
Application Number:	Fee Receipt No:
Board of Adjustment Recommendation	<u>n</u> Date:
Recommendation:	
P	
Vote:	
Provisions:	
Provisions:	

Tage 100 3

BODBY CUMMENGHAM 1812 SUNSET DRIVE EVENUA OK 74432 405/354-5601



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NORTH WOOD + BRICK SIDING LOOKING WEST Bobby Curringham 1812 Sunset Dr. Eufaula, OK 74432

I-2021-003146 Book001113 Pg:696 06/21/2021 9:18 am Pg 0696-0699 Fee: \$ 24.00 Doc: \$ 105.00 Deena Farrow - McIntosh County Clerk

WARRANTY DEED (Joint Tenancy)

THIS INDENTURE, made this _____ day of June, 2021, between Tharon Karl Rivers and Donnetta J. Rivers, husband and wife, of 119446 S. 4110 Rd., Eufaula, McIntosh County, Oklahoma 74432; Kathryn D. Hughes and Charles E. Hughes, wife and husband, of 1314 Big Tree Ave, North Las Vegas, Clark County, Nevada 89301; and Kristy K. Campbell and Angus Campbell, wife and husband, of Flat 24, 33 Elder St. Glasgow, Lanarkshire G51 3PX, UK, parties of the first part, hereinafter called "Grantor" (whether one or more) and Bobby Joe Cunningham and Angela Inis Cunningham, husband and wife; as Joint Tenants and not as tenants in common, with full right of survivorship, of 429937 East 1159 Road, Porum MeIntosh County, Oklahoma 74455, parties of the second part, hereinafter called "Grantee."

WITNESSETH: That in consideration of the sum of Ten Dollars, duly paid, the receipt and sufficiency of which is hereby acknowledged, said Grantor does, by these presents, grant, bargain, sell and convey unto said Grantee, their heirs and assigns, all of the following described real estate, situated in the County of McIntosh, State of Oklahoma, to-wit:

Lot 164 in Coon Creek Acres, being a part of the Northeast ¼ of Section 28, Township 10 North, Range 16 East, of the Indian Base and Meridian, McIntosh County, Oklahoma according to the recorded plat thereof.

And

Lot 165 in Coon Creek Acres, being a part of the Northeast ¼ of Section 28, Township 10 North, Range 16 East, McIntosh County, Oklahoma

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said Grantor and his or her heirs, executors and administrators does hereby covenant, promise and agree to and with said Grantee, at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easements and building restrictions of record and special assessments not yet due; and that Grantor will WARRANT AND FOREVER DEFEND the same unto the said Grantee, their heirs and assigns said Grantor, their heirs or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

I-2021-003146 Book001113 Pg:697 06/21/2021 9:18 am Pg 0696-0699 Fee: \$ 24.00 Doc: \$ 105.00 Deena Farrow - McIntosh County Clerk State of Oklahoma

IN WITNESS WHEREOF, the said Grantor, have hereunto set their hands the day and year above written.

K Campbell Campbell

BEFORE ME, the undersigned, on this 4th day of June, 2021, personally appeared Kristy K. Campbell and Angus Campbell, wife and husband, 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 for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature the day and year last above written.

I-2021-003146 Book001113 Pg:698 06/21/2021 9:18 am Pg 0696-0699 Fee: \$ 24.00 Doc: \$ 105.00 Deena Farte of Oklahoma

IN WITNESS WHEREOF, the said Grantor, have hereunto set their hands the day and year above written.

Town Yor Russ

Donnetta I Divers

STATE OF OKLAHOMA)
) ss. (Individual Acknowledgment)
COUNTY OF McIntosh)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of June, 2021, personally appeared Tharon Karl Rivers and Donnetta J. Rivers, husband and wife, 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 for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

My Commission expires:

#20003597 EXP. 3/31/2024

OF OKLAND

I-2021-003146 Book001113 Pg:699 06/21/2021 9:18 am Pg 0696-0699 Fee: \$ 24.00 Doc: \$ 105.00 Deena Farrow - McIntosh County Clerk State of Oklahoma

IN WITNESS WHEREOF, the said Grantor, have hereunto set their hands the day and year above written.

Kathryn D. Hughes

Charles E. Hughes

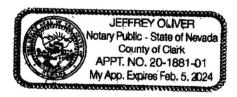
STATE OF NEVADA)
) ss. (Individual Acknowledgment)
COUNTY OF CLARK)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this <u>II</u> day of June, 2021, personally appeared Kathryn D. Hughes and Charles E. Hughes, wife and husband, 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 for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission expires: FEB 5142024

[SEAL]



COUNTY OF MCINTOSH)
)
STATE OF OKLAHOMA	Y

IN THE DISTRICT COURT

NO. PUBLIC HEARING NOTICE W/ MAP

AFFIDAVIT OF PUBLICATION COOKSON HILLS PUBLISHERS, INC. dba The Indian Journal, McIntosh County Democrat 109 S. Main, Eufaula, OK 74432 (918) 689-2191

I, Daphanie Hutton, of lawful age, being duly sworn upon oath, deposes and says that I am the authorized representative of Cookson Hills Publishers, Inc., Publisher of the Indian Journal newspaper, a weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Eufaula, for the County of McIntosh, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published the regular edition of said newspaper, and not in supplement, in consecutive issues on the following dates:

Shown exactly as published in Newspaper

SEE ATTACHED

THE RESTORDED IN THE RESTORDED IN

Legal Notice

Published in the Indian Journal, Thursday, May 26, 2022

City of Eufaula Public Hearing Notice

Notice is hereby given that the City of Eufaula, Oklahoma, will conduct a public hearing-on-a-Zoning Variance Application for property located within the City of Eufaula.

The property requesting the Zoning Variance Request is described as follows:

Legal Description: Lot 164 and 165 in Coon Creek Acres, being a part of the Northeast ¼ of Section 28, Township 10 North, Range 16 East, McIntosh County, Oklahoma.

Commonly Known as: 1812 Sunset Drive.

Proposed Use: Construction of a 30 foot x 40 foot wood and brick storage building.

Applicant/s: Bobby J Cunning-ham.

The public hearing will be held as follows:

June 20, 2022 at 5:30 P.M Board of Adjustments, Eufaula Community Center, 121 High Street.

At this time any interested citizen of Eufaula, Oklahoma will have the opportunity to be heard regarding the zoning variance request. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Eufaula City Hall at 918-689-2534. A copy of the application is available for public inspection during normal working hours and can be accessed from the Eufaula City Hall at 918-689-2534 or by emailing aa@cityofeufaulaok.com.





March 28, 2022

McIntosh County Assessor's Office Attention: Trina Williams

Re: 300' Radius Request: 1812 Sunset Drive

Mrs. Williams,

The City of Eufaula requests a 300' radius of the property located at: Lot 164 and 165 in Coon Creek Acres, being a part of the Northeast ¼ of Section 28, Township 10 North, Range 16 East, McIntosh County, Oklahoma.

Commonly Known as: 1812 Sunset Drive

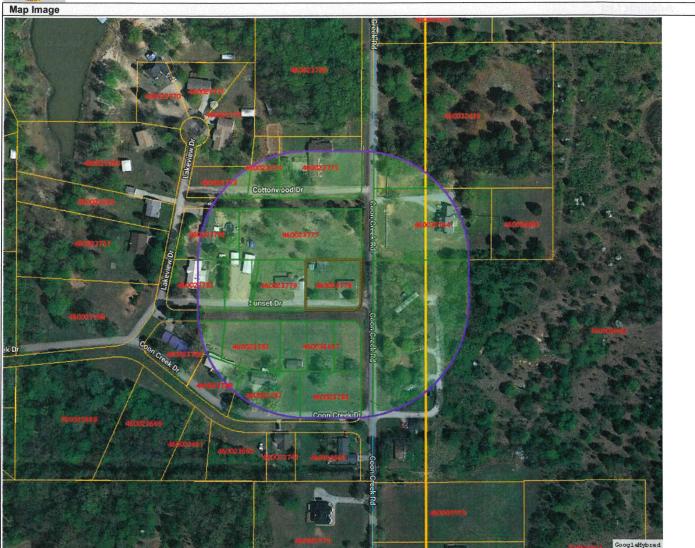
Additionally, if we could please receive an Excel version copy by email to AA@CityofEufaulaOK.com.

Julie Musgraves

Administrative Assistant City of Eufaula aa@CityofEufaulaOK.com



Date 03/28/2022 Time 10:16:35



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Account Li			
Account	460023784	Current Owner	Legal Description
ParcelID	1050-00-001-176-0-000-00	DOWNUM, CHARLES COLUMBUS	LOT 176 BLK 1 COON CREEK BEG NE/C
Situs		REVOCABLE TRUST	LOT 171 S140' W75 N140' E75' POB(PT
Sec/Twn/Rng			LOT 171) 297/194 703/293
Subdivision	COON CREEK ACRES #1	1849 W MCGILL CIR	
Block/Lot	0001 / 0176	EUFAULA OK 74432-0000	
Lot Size	1 Lots	Book/Page	
Account	460023777	Current Owner	Legal Description
ParcelID	1050-00-001-160-0-000-00	CAMREN, COREY J. & CORA	LOT 160-163 COON CREEK ACRES
Situs			452/231 726/638 884/699 924/608 1084/72
Sec/Twn/Rng		1706 LAKEVIEW DR.	1090/806
Subdivision	COON CREEK ACRES #1		
Block/Lot	0001 / 0160	EUFAULA OK 74432-	
Lot Size	4 Lots	Book/Page 1090-0806	
Account	460023782	Current Owner	Legal Description
ParcelID	1050-00-001-171-0-000-00	RILEY, RICHARD LAWRENCE &	LOT 171 & LOT 183 BLK 1 COON CREEK
Situs	01810 COON CREEK DR		ACRES 693/32 694/17 766/721
Sec/Twn/Rng		ROSELLA RILEY	
Subdivision	COON CREEK ACRES #1	1810 COON CREEK DR	
Block/Lot	0001 / 0171	EUFAULA OK 74432-0000	
Lot Size	2 Lots	Book/Page 0766-0721	



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Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 03/28/2022 Time 10:16:36

Page: 2

Account Li		F	Page: 2
Account	460023785	Current Owner	Legal Description
ParcelID	1050-00-001-177-0-000-00	MAGREEVY, MATT & SUSI	LOTS 177-178 E18.75' OF LOT 179 BLK 1
Situs	01551 COON CREEK RD	· · · · · · · · · · · · · · · · · · ·	COON CREEK ACRES 633/27 937/19
Sec/Twn/Rng		1577 E. COON CREEK LN	1008/265 1093/74
Subdivision	COON CREEK ACRES #1		
Block/Lot	0001 / 0177	EUFAULA OK 74432-	
Lot Size	3 Lots	Book/Page 1093-0074	
Account	460023787	Current Owner	Legal Description
ParcelID	1050-00-001-180-0-000-00	GREEN, LARRY & LINDA REV TRUST	W56.25' LOT 179 & LOT 180 E2 LOT 181
Situs	01826 COON CREEK DR		BLK 1 COON CREEK ACRES 247/145
Sec/Twn/Rng		1826 COON CREEK DR	740/690 776/1 781/752 933/68 932/70
Subdivision	COON CREEK ACRES #1		1118/550 1119/204
Block/Lot	0001 / 0180	EUFAULA OK 74432-	
Lot Size	2 Lots	Book/Page 1119-0204	
Account	460036167	Current Owner	Legal Description
ParcelID	1050-00-001-175-0-000-00	MUNSEY, RICHARD & MICHELLE	LOT 175 COON CREEK ACRES 924/610
Situs			1089/653 1089/657
Sec/Twn/Rng		3620 S. TELEPHONE RD	
Subdivision	COON CREEK ACRES #1	,	
Block/Lot	0001 / 0175	MOORE OK 73160-	
Lot Size	1 Lots	Book/Page 1089-0657	
Account	460036169	Current Owner	Legal Description
ParcellD	1050-00-001-174-0-000-00	MUNSEY, RICHARD & MICHELLE	LOT 174 COON CREEK ACRES 924/609
Situs		.,	1089/68
Sec/Twn/Rng			
Subdivision	COON CREEK ACRES #1	3620 S. TELEPHONE RD	
Block/Lot	0001 / 0174	MOORE OK 73160-0000	
Lot Size	1 Lots	Book/Page 1089-0068	
Account	460023783	Current Owner	Legal Description
ParcellD	1050-00-001-172-0-000-00	MUNSEY, RICHARD & MICHELLE	LOT 172-173 BLK 1 COON CREEK
Situs	1030-00-001-172-0-000-00	MONOET, MOTIVING & MICHELLE	ACRES 452/231 726/638 884/699 924/608
Sec/Twn/Rng			1084/72 1085/753
Subdivision	COON CREEK ACRES #1	3620 S. TELEPHONE RD	
Block/Lot	0001 / 0172	MOORE OK 73160-0000	,
Lot Size	2 Lots	Book/Page 1085-0753	
Account	460023776	Current Owner	Legal Description
ParcellD	1050-00-001-158-0-000-00	CAMREN, COREY & CORA B.	LOTS 158-159 COON CREEK ACRES
Situs	01816 LAKEVIEW DR	or with territ, out territ as out to territ as	463/644 475/666
Sec/Twn/Rng	OTOTO EXILEVIEW BIC		
Subdivision	COON CREEK ACRES #1	1706 LAKEVIEW DRIVE	
Block/Lot	0001 / 0158	EUFAULA OK 74432-0000	
Lot Size	2 Lots	Book/Page 0463-0644	•
Account	460023775	Current Owner	Legal Description
ParcellD	1050-00-001-155-0-000-00	GRAHAM. NANCY DAWN	LOT 155, 156 & 157 PT OF LOT 151 BLK
Situs	01832 COTTONWOOD DR	0.0 till till, 10 till	COON CREEK ACRES 470/396
Sec/Twn/Rng	0 1002 COTTOINWOOD DR		
Subdivision	COON CREEK ACRES #4	1832 COTTONWOOD DR	
Block/Lot	COON CREEK ACRES #1 0001 / 0155	EUFAULA OK 74432-0000	
Lot Size	3 Lots	Book/Page 0470-0396	,
Account	460023780	Current Owner	Legal Description
ParcellD	1050-00-001-168-0-000-00	JOHNS, LESTER G. & KATHRYN L.,	LOT 168 COON CREEK ACRES 452/653
Situs	01862 SUNSET DR	CO-TRUSTEES OF THE JOHNS FAMILY TR	
Sec/Twn/Rng	U 1002 SUNSET DK	00-1100 TELO OF THE JOHNS PAIVILE TR	5
_	COON CREEK ACRES #4	1704 LAKEVIEW DDIVE	
Subdivision Block/Lot	COON CREEK ACRES #1	1704 LAKEVIEW DRIVE EUFAULA OK 74432-0000	,
	0001 / 0168		
Lot Size	1 Lots	Book/Page 0882-0335	Legal Description
Account	460023774	Current Owner	
ParcellD	1050-00-001-154-0-000-00	OLDHAM, ROY L & ALETTA F	LOT 154 BLK 1 (PT LOT 151) COON CREEK ACRES 452/231 726/638 877/353
Situs			ONEER AGNES 432/231 / 20/030 0/ //393
Sec/Twn/Rng			
Subdivision	COON CREEK ACRES #1	1810 LAKEVIEW DR	
	0001 / 0154	EUFAULA OK 74432-000	,
Block/Lot Lot Size	0001 / 0154 1 Lots	Book/Page 0877-0353	•



Date 03/28/2022 Time 10:16:36

Account Lis	57		
			Page: 3
Account	460023773	Current Owner	Legal Description
ParcelID	1050-00-001-153-0-000-00	OLDHAM, ROY L & ALETTA F	LOT 153 BLK 1 COON CREEK ACRES
Situs			366/838 444/657 779/84 876/726
Sec/Twn/Rng			
Subdivision	COON CREEK ACRES #1	1810 LAKEVIEW DR	
Block/Lot	0001 / 0153	EUFAULA OK 74432-000C	
Lot Size	1 Lots	Book/Page 0876-0726	
Account	460034652	Current Owner	Legal Description
ParcelID	1050-00-001-167-0-000-00	JOHNS, LESTER G. & KATHRYN L.,	PT OF LOT 167 COON CREEK ACRES
Situs		CO-TRUSTEES OF THE JOHNS FAMILY TRU	BEG NW/C E20' SW/LY TO SW/C LOT 167
Sec/Twn/Rng			N ALONG W/L LOT 167 POB 880/310 882/335
Subdivision	COON CREEK ACRES #1	1704 LAKEVIEW DRIVE	002/333
Block/Lot	0001 / 0167	EUFAULA OK 74432-000C	
Lot Size	Lots	Book/Page 0882-0335	
Account	460023779	Current Owner	Legal Description
ParcelID	1050-00-001-166-0-000-00	PRUITT, MARSHALL & LINDA FAM REV TRUS	
Situs	01842 SUNSET DR		COON CREEK ACRES 452/231 726/638
Sec/Twn/Rng			824/253 880/310 1102/538 1104/102
Subdivision	COON CREEK ACRES #1	1802 EAST MCGILL CIRCLE	
Block/Lot	0001 / 0166	EUFAULA OK 74432-	
Lot Size	2 Lots	Book/Page 1102-0538	
Account	460023788	Current Owner	Legal Description
ParcelID	1050-00-001-181-0-001-00	BLESENER, MARTHA SLATON	W2 LOT 181 ALL LOT 182 COON CREEK
Situs	01808 COON CREEK DR		ACRES 545/37 885/721
Sec/Twn/Rng		MCDONALD	
Subdivision	COON CREEK ACRES #1	1808 COON CREEK DRIVE	
Block/Lot	0001 / 0181	EUFAULA OK 74432-000C	
Lot Size	2 Lots	Book/Page 1072-0472	
Account	460023781	Current Owner	Legal Description
ParceIID	1050-00-001-169-0-000-00	JOHNS, LESTER G. & KATHRYN L.,	LOT 169-170 BLK 1 COON CREEK
Situs	01770 LAKEVIEW DR	CO-TRUSTEES OF THE JOHNS FAMILY TRU	ACRES 368/590 444/609 528/390 882/335
Sec/Twn/Rng			(PT OF LOT 158)
Subdivision	COON CREEK ACRES #1	1704 LAKEVIEW DRIVE	
Subdivision Block/Lot	COON CREEK ACRES #1 0001 / 0169	1704 LAKEVIEW DRIVE EUFAULA OK 74432-000C	
		EUFAULA OK 74432-0000 Book/Page 0882-0335	
Block/Lot	0001 / 0169	EUFAULA OK 74432-000C	Legal Description
Block/Lot Lot Size	0001 / 0169 2 Lots	EUFAULA OK 74432-0000 Book/Page 0882-0335	LOT 164-165 COON CREEK ACRES
Block/Lot Lot Size Account ParcelID	0001 / 0169 2 Lots 460023778	EUFAULA OK 74432-0000 Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153
Block/Lot Lot Size Account ParcelID	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner	LOT 164-165 COON CREEK ACRES
Block/Lot Lot Size Account ParcelID Situs	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00	EUFAULA OK 74432-0000 Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153
Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR	EUFAULA OK 74432-0000 Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153
Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153
Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1 0001 / 0164	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR EUFAULA OK 74432-	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153
Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1 0001 / 0164 2 Lots	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR EUFAULA OK 74432- Book/Page 1113-0696	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153 1113/696 Legal Description BEG NW/C NW S000531W 1835.49' POB
Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account ParcelID Situs	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1 0001 / 0164 2 Lots 460032164 0000-27-10N-16E-2-011-00 01734 COON CREEK RD	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR EUFAULA OK 74432- Book/Page 1113-0696 Current Owner	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153 1113/696 Legal Description BEG NW/C NW S000531W 1835.49' POB S000531W 198' S895424E 330' N000531E
Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account ParcelID	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1 0001 / 0164 2 Lots 460032164 0000-27-10N-16E-2-011-00 01734 COON CREEK RD	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR EUFAULA OK 74432- Book/Page 1113-0696 Current Owner	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153 1113/696 Legal Description BEG NW/C NW S000531W 1835.49' POB S000531W 198' S895424E 330' N000531E 198' N895424W 330' POB SEC 27-10-16
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Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1 0001 / 0164 2 Lots 460032164 0000-27-10N-16E-2-011-00 01734 COON CREEK RD	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR EUFAULA OK 74432- Book/Page 1113-0696 Current Owner MADDOX, STEPHANIE A.	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153 1113/696 Legal Description BEG NW/C NW S000531W 1835.49' POB S000531W 198' S895424E 330' N000531E 198' N895424W 330' POB SEC 27-10-16
Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1 0001 / 0164 2 Lots 460032164 0000-27-10N-16E-2-011-00 01734 COON CREEK RD 27-10N-16E	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR EUFAULA OK 74432- Book/Page 1113-0696 Current Owner MADDOX, STEPHANIE A. 1734 COON CREEK RD EUFAULA OK 74432-4252	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153 1113/696 Legal Description BEG NW/C NW S000531W 1835.49' POB S000531W 198' S895424E 330' N000531E 198' N895424W 330' POB SEC 27-10-16
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Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account Account	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1 0001 / 0164 2 Lots 460032164 0000-27-10N-16E-2-011-00 01734 COON CREEK RD 27-10N-16E	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR EUFAULA OK 74432- Book/Page 1113-0696 Current Owner MADDOX, STEPHANIE A. 1734 COON CREEK RD EUFAULA OK 74432-4252 Book/Page 0936-0504 Current Owner	LOT 164-165 COON CREEK ACRES 407/117 728/265 1059/187 1074/153 1113/696 Legal Description BEG NW/C NW S000531W 1835.49' POB S000531W 198' S895424E 330' N000531E 198' N895424W 330' POB SEC 27-10-16 774/466 862/452 936/504 Legal Description BEG NW/C S000531W 1434.84' POB S895424E 500' S000531W 400.65'
Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account ParcelID Situs Sec/Twn/Rng Subdivision Block/Lot Lot Size Account ParcelID	0001 / 0169 2 Lots 460023778 1050-00-001-164-0-000-00 01812 SUNSET DR COON CREEK ACRES #1 0001 / 0164 2 Lots 460032164 0000-27-10N-16E-2-011-00 01734 COON CREEK RD 27-10N-16E 1.5000 Acres 460032416 0000-27-10N-16E-2-012-00	EUFAULA OK 74432-000C Book/Page 0882-0335 Current Owner CUNNINGHAM, BOBBY JOE & ANGELA INIS 1812 SUNSET DR EUFAULA OK 74432- Book/Page 1113-0696 Current Owner MADDOX, STEPHANIE A. 1734 COON CREEK RD EUFAULA OK 74432-4252 Book/Page 0936-0504 Current Owner	Legal Description BEG NW/C NW S000531W 1835.49' POB S000531W 198' S895424E 330' N000531E 198' N895424W 330' POB SEC 27-10-16 774/466 862/452 936/504 Legal Description BEG NW/C S000531W 1434.84' POB S895424E 500' S000531W 400.65' N895424W 500' N000531W 400.65' POB
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May 13, 2022

RANDEAL MAX BRIDGES PO BOX 135 EUFAULA, OK 74432-6210

Dear Property Owner:

The Board of Adjustments is considering a Zoning Variance application for the following property:

Commonly Known as: 1812 Sunset Dr.

Legal Description: Lots 164 and 165 in Coon Creek Acres, being a part of the Northeast ¼ of Section 28, Township 10 North, Range 16 East, McIntosh County, Oklahoma.

Proposed Use: Construction of a 30ft. x 40ft. wood and brick storage building.

Applicant/s: Bobby J Cunningham.

Enclosed is a map showing the approximate section being considered for the zoning variance. You are being notified because you are listed as a property owner within a 300-foot radius of the property. If you have questions or would like to submit a comment for the record, please contact us through one of the following options:

Phone: 918-689-2534

Mail: P.O. Box 684, Eufaula, OK 74432 Email: AA@CityofEufaulaOK.com

This item will be considered by the Board of Adjustments at the meeting on June 20, 2022 at 5:30pm at the Community Center, 121 High Street, Eufaula, OK. You are welcome to attend the public meeting and provide comment at the designated time.

Respectfully,
Julie Musgraves
Administrative Assistant
City of Eufaula

