

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 August 22, 2023 4:00 PM

CITY OF EUFAULA, OK

Community Center
121 High Street
Eufaula, OK 74432



NOTICE AND AGENDA OF SPECIAL MEETING

Thursday
August 24, 2023
5:45 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 Serina Kleveter

AGENDA
Planning and Zoning Commission
August 24, 2023
5:30 p.m.

1. Call to Order Chairman Sam Sylvester
2. OATH OF OFFICE (KLEVETER) KAY WALL
3. Roll Call /Attendance Executive Assistant Julie Musgraves
4. Approval of Minutes.
 - A. Planning and Zoning Commission meeting August 21, 2023.
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 August 15, 2023 5:00 PM

CITY OF EUFAULA, OK

Community Center
121 High Street
Eufaula, OK 74432



MINUTES

Monday

August 21, 2023

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 Serina Kleveter

AGENDA
Planning and Zoning Commission
August 21, 2023
5:30 p.m.

1. Call to Order – 5:30PM Chairman Sam Sylvester
2. Roll Call /Attendance Executive Assistant Julie Musgraves
Pennington, Linstead, Sylvester. Nominee Kleveter was also present. She is to be sworn in at the Special August 24, 2023 meeting.
3. Approval of Minutes.
A. Planning and Zoning Commission meeting July 17, 2023.
Motion to Approve by Pennington, 2nd by Sylvester. Roll Call Vote: Yes- Sylvester, Pennington. Abstain-Linstead
4. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of a Specific Use Permit to allow for the operation of a home daycare at the following location: Lot 260 BLK 1 River Oaks 448/555 817/1 820/360 1005/184 1011/564 1006/468 1127/437. Commonly Known 775 Choctaw Drive.

A. Conduct a public hearing.
B. Take Action
Motion to Approve by Linstead, 2nd by Sylvester. Roll Call Vote: Yes- Pennington, Sylvester, Linstead.
5. Adjournment.
Motion to Adjourn by Pennington, 2nd by Sylvester. Roll Call Vote: Yes- Pennington, Sylvester, Linstead.

Agenda
Board of Adjustment
August 24, 2023
5:45 p.m.

Board of Adjustment

Chairman Sam Sylvester
Vice Chairman Brandon Linstead
Secretary Gordon Pennington
Member Serina Kleveter

1. Call to Order Chairman Sam Sylvester
2. OATH OF OFFICE (KLEVETER) KAY WALL
3. Roll Call /Attendance Executive Assistant Julie Musgraves
4. Approval of Minutes.
 - A. Board of Adjustment meeting August 21, 2023
5. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of a Zoning Variance/Special Exception application requesting a variance to utilize the City of Eufaula right-of-way for the purpose of a driveway to access a drive thru window on the north side of the business at the following location: Legal Description: A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township nine (9) North, Range Sixteen (16) East of I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of Block One-Hundred-One (101) of the City of Eufaula; thence S77°19'18"E, a distance of 35.54 feet to the True Point of Beginning, Thence N023°37'59"E parallel to the East line of said Block One-Hundred-One (101), a distance of 333.00 feet; Thence S89°51'26"E, a distance of 165.19 feet to a point that is 50.00 feet distant Westerly measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated ; Thence S023°37'59"W parallel to said centerline of main track, a distance of 341.00 feet; thence N89°22'01"W, a distance of 165.00 feet to the point of beginning. Commonly known 15 E Foley Ave
 - a) Conduct a public hearing.
 - b) Take action.
6. Adjournment.

Minutes
Board of Adjustment
August 21, 2023
5:30 p.m.

Board of Adjustment

Chairman Sam Sylvester
Vice Chairman Brandon Linstead
Secretary Gordon Pennington
Member Serina Kleveter

1. Call to Order - 5:36PM Chairman Sam Sylvester
2. Roll Call /Attendance Executive Assistant Julie Musgraves
Members Present: Pennington, Linstead, Sylvester. Nominee Kleveter was also present. She is to be sworn in at the Special August 24, 2023 meeting.
3. Approval of Minutes.
A. Board of Adjustment meeting June 26, 2023
Motion to Approve by Pennington, 2nd by Sylvester. Roll Call Vote: Yes-Pennington, Sylvester, Linstead.
4. Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of a Zoning Variance/Special Exception application requesting a variance to utilize the City of Eufaula right-of-way for the purpose of a driveway to access a drive thru window on the north side of the business at the following location: Legal Description: A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township nine (9) North, Range Sixteen (16) East of I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of Block One-Hundred-One (101) of the City of Eufaula; thence S77°19'18"E, a distance of 35.54 feet to the True Point of Beginning, Thence N023°37'59"E parallel to the East line of said Block One-Hundred-One (101), a distance of 333.00 feet; Thence S89°51'26"E, a distance of 165-19 feet to a point that is 50.00 feet distant Westerly measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated ; Thence S023°37'59"W parallel to said centerline of main track, a distance of 341.00 feet; thence N89°22'01"W, a distance of 165.00 feet to the point of beginning. Commonly known 15 E Foley Ave
 - a) Conduct a public hearing.
 - b) Take action.Discussion. Adam Jones spoke. Motion to Approve by Pennington, 2nd by Sylvester. Roll Call Vote: Yes- Pennington, Sylvester. No- Linstead. Motion failed to pass. Motion to Postpone until Special Meeting on August 24, 2023 so that Kleveter can be

sworn in to vote by Sylvester, 2nd by Pennington. Roll Call Vote: Yes-Pennington, Sylvester, Linstead.

5. Adjournment.

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



Board of Adjustment Item No. 4

Meeting Date: August 24, 2023

Agenda Item Memo

Item Title: Consideration of Acceptance, Approval, Adoption, Rejection, Amendment, and/or Postponement of a zoning variance/ special exception application requesting a variance to utilize the City of Eufaula right-of-way for the purpose of a driveway to access a drive thru window at the following location: Legal Description: A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township nine (9) North, Range Sixteen (16) East of I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of Block One-Hundred-One (101) of the City of Eufaula; thence S77°19'18"E, a distance of 35.54 feet to the True Point of Beginning, Thence N02°37'59"E parallel to the East line of said Block One-Hundred-One (101), a distance of 333.00 feet; Thence S89°51'26"E, a distance of 165.19 feet to a point that is 50.00 feet distant Westerly measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated ; Thence S02°37'59"W parallel to said centerline of main track, a distance of 341.00 feet; thence N89°22'01"W, a distance of 165.00 feet to the point of beginning. Commonly known 15 E Foley Ave.

Initiator: Adam & Amanda Jones, Tyler Ogle

Staff Information Source: Julie Musgraves, Executive Assistant.

Background: Adam & Amanda Jones submitted a Zoning Variance application on July 19, 2023 requesting permission to utilize the City of Eufaula right-of-way on the north side of their business as a drive way to access their drive through window.

Attachment: Application, Deed, Letter of Permission from Current Owner, Copy of Sale Contract., Radius List, Radius Letters, Map, & Indian Journal Publication

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CITY OF EUFAULA

APPLICATION FOR ZONING VARIANCE / SPECIAL EXCEPTION REQUEST

Date: 7/18/23

Address or General Description: ~~408401~~ 15 E Foley St. Eufaula, OK 74432

Present Zoning: Commercial Owner of Record: Tyler Ogle

Legal Description of tract under application, if described by meters and bonds, attach plat of survey: legal attached as well as the plat.

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. Contract for purchase

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: Adam & Amanda Jones

Address: 408401 E 1130 Rd Eufaula, OK 74432

Phone: 918-689-0901, 918-689-0466 - Amanda

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed: Amanda Jones Date: 7-18-23

Printed Name: Adam Jones III Phone: 918-689-0901

Address: 408401 E 1130 Rd Eufaula OK 74432

Aug 21 -

A. General Description of Property

Size in Acres or Square Feet: 1.27

Current Use: In the process of opening a walk-up coffeeshop until Drive-Thru is approved.

Topography (Flat, Rolling Hills, Etc.): Flat

Frontage Road (Name and Description): ~~Foley Street~~ S. Front Street

Identify structures and improvements on property: 5000 sq ft building wood & metal siding, metal roof

City Water: YES ☒ NO ☐

City Sewer: YES ☒ NO ☐

Identify the use(s) intended for the subject property: Drive-thru Coffeeshop
Window is located on the north side of the building adjacent to Foley Street.

B. General Description of Adjacent Property

Identify any buildings and give their approximate distance from your property lines: _____

There is one building directly ~~across~~ across the street. ~~to~~ to the ^{west} ~~east~~ of our main entrance.

Explain the surrounding land uses: Two vacant lots on each north and south sides, Railroad is to the east, and to the west are back door entrances to main street businesses.

C. Zoning Variance / Special Exception Request

Is there extraordinary or exceptional conditions or circumstances which are peculiar to the land, structure or building involved, the literal enforcement of the terms of the Code would result in unnecessary hardship? Without the use of our drive-thru

we will not be able to provide convenient service to our customers, resulting in a loss of business or our customers accessing another drive-thru service elsewhere.

Does the extraordinary or exceptional conditions or circumstances apply to other property in

the same use district? Explain: ~~There~~ There are no other businesses in our area that have the same setup, such as a drive-thru purpose

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, our

drive thru will provide a much needed service to our public. With drive-thru window location, our land can be utilized for parking. Preventing obstruction of traffic.

Describe the variance/special exception as it pertains to your property: We are

wanting to use the north side of our property to
as a drive-thru road. Cars will enter from the back of the
property and exit through the front.

Describe the benefits, if any, of your requested variance/special exception to the adjacent properties and/or to the City of Eufaula: accessing use to our window

will allow us to open our business, supplying/generating
revenue for the city.

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: We are located one block

off of mainstreet so it wouldn't cause any traffic
build up there. But it would be perfect for the
traffic that don't want to travel south downtown to
avoid busy times of the day.

Explain how the variance/special exception request will affect the road system(s) serving your area: Cars will be parked off the ~~side~~ main road

on our property, eliminating any traffic jams

Give an estimated traffic count (average daily trips) for the variance/special exception request.

How will the potential traffic resulting from the increased use or activity be controlled? _____

Rush hours will be from 7:00-8:00 and 11:00-1:00

We will serve fast foods so quick and easy access
will be provided. Estimated 25-30 people during those
Rush hours &

Is the variance/special exception requested comparable to surrounding permitted uses and the existing development pattern? Yes

How will the variance/special exception request 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: I don't believe our drive-thru will

cause any problems for others, however it will cause
our business to be limited in the amount of people
we can serve. Due to the lack of convenience

Applicant: Do NOT Write Below This Line

Application received by: _____ Date: _____

Tract Acreage: _____ Public Hearing Date: _____

Section: _____ Township: _____

Range: _____ Present Zoning: _____

Application Number: _____ Fee Receipt No: _____

Board of Adjustment Recommendation

Date: _____

Recommendation: _____

Vote: _____

Provisions: _____

After Recording Return To

Name: Sovereign Title Services
Address: 114 South 2nd Street, Eufaula,
OK 74432
State: OK
Zip Code: 74432

I-2021-005974 Book 1125 Pg 465
11/12/2021 12:07pm Pg 0465-0466
Fee: \$20.00 Doc: \$382.50
Deena Farrow - McIntosh County Clerk
State of OK *mm*



Space Above This Line for Recorder's Use

OKLAHOMA GENERAL WARRANTY DEED

STATE OF OKLAHOMA
MCINTOSH COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of TWO HUNDRED FIFTY FIVE THOUSAND AND 00/100 (\$255,000.00) in hand paid to McClaine's Inc, a Corporation, (hereinafter known as the "Grantor(s)") grants, conveys, and warrants the title against all persons whomsoever to Tyler Ogle, residing at 411960 W. Hwy 9 Eufaula, Ok 74432 (hereinafter known as the "Grantee(s)") all the rights, title, interest, and claim in or to the following *described real estate (*and in Exhibit A if attached), situated in McIntosh County, Oklahoma to-wit:

Tract A: A Tract of land situated in the Northeast Quarter (NE/4) of Section Two (2) Township Nine (9) North, Range Sixteen (16) East of the I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows; Commencing at the Southeast Corner of Block One-Hundred-Twelve (112) of the City of Eufaula; thence S 87°22'01"E parallel to the South line of said Block One-Hundred-Twelve (112) a distance of 50.0feet to the True Point of Beginning; Thence N02°37'59"E, parallel to the East line of said Block One-Hundred-Twelve (112), a distance of 290.00 feet; Thence S87°22'01"E, a distance of 150.00 feet to a point that is 50.00 feet distant Westerly, measured at Right angles, from the centerline of Main tract of the main line of the Missouri Pacific Railroad Company, as now constructed and operated; Thence S02°37'59"W, parallel to said centerline of Main track, a distance of 290.00 feet; thence N87°22'01"W, a distance of 150.00 feet to the Point of Beginning.

JP Tract B: A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township Nine (9) North, Range Sixteen (16) East of the I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows; Commencing at the Southeast corner of Block One-Hundred-One (101) of the City of Eufaula; thence S77°19'18"E, a distance of 35.54 feet to the True Point of Beginning, Thence N02°37'59"E parallel to the East line of said Block One-Hundred-One (101), a distance of 333.00 feet; Thence S89°51'26"E, a distance of 165.19 feet to a point that is 50.00 feet distant Westerly measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated; Thence S02°37'59"W parallel to said centerline of main track, a distance of 341.00 feet; thence N89°22'01"W, a distance of 165.00 feet to the Point of Beginning.

Tract C: A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township Nine (9) North Range Sixteen (16) East of the I.B.M, City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows; Commencing at the Southeast corner of Block One-Hundred (100) of the City of Eufaula,; Thence S77°47'42"E, a distance of 50.71 feet to the True Point of Beginning; Thence N02°37'59"E, parallel to the East line of said Block One-Hundred (100) a distance of 296.23 feet; Thence S87°22'01"E, a distance of 148.06 feet to a point that is 50.00 feet distant Westerly, measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated; thence S02°37'59"W parallel to said centerline of main track, a distance of 289.05 feet;

Thence S89°51'26"W a distance of 148.24 feet to the Point of Beginning.

TOGETHER WITH all the rights, members and appurtenances to the Real Estate in ,
anywise appertaining or belonging thereto.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all
and singular the rights, privileges, tenements, appurtenances, and improvements unto
the said Grantees, their heirs and assigns forever.

And said Grantors, for said Grantors, their heirs, successors, executors and
administrators, covenants with Grantees, and with their heirs and assigns, that Grantors
are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free
and clear from all Liens and Encumbrances, except as hereinabove set forth, and
except for taxes due for the current and subsequent years, and except for any
Restrictions pertaining to the Real Estate of record in the Probate Office of said County;
and that Grantors will, and their heirs, executors and administrators shall, warrant and
defend the same to said Grantees, and their heirs and assigns, forever against the
lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has executed and delivered this General Warranty
Deed under seal as of the day and year first above written.

Grantor:

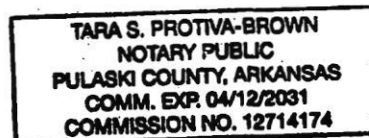
McClains's Inc, a Corporation

By: Karla McClain Fournier
Karla McClain-Fournier, Vice President
Nov. 3, 2021

STATE OF Arkansas
COUNTY OF Pulaski

This instrument was acknowledged before me on 3 day of November, 2021 by Karla
McClain-Fournier Vice President of McClains's Inc.

Tara S. Protiva-Brown
(Signature of Notarial Officer)
Title (and Rank)



JULY 18, 2023

TO WHOM IT MAY CONCERN:

I TYLER OGLE DO HEREBY AUTHORIZE ADAM AND AMANDA JONES TO APPLY FOR A ZONING VARIANCE ON THE FOLLOWING PROPERTY: 15 E FOLEY STREET EUFAULA, OK 74432

I DO UNDERSTAND THE VARIANCE IS TO APPROVE A DRIVE-THRU WINDOW LOCATED ON THE NORTH SIDE OF THE BUILDING.

TYLER OGLE,

_____

Property Address _____

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE COMMERCIAL LAND

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

☐ Financing Supplement

☐ Exhibit _____

☐ Supplement

☐ _____

Parties. THE CONTRACT is entered into between:

Tyler Ogle _____

"Seller," and

Adam Jones III and Jordan Nicole Jones _____

"Buyer."

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. All prior verbal or written negotiations, representations and agreements are superseded by the Contract **and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in McIntosh _____ County, Oklahoma.

1. LEGAL DESCRIPTION.

Tract B: A Tract of land situated in the Northeast Quarter(NE/4)of section Two(2),Township (9)North Range Sixteen (16)East of the I.B.M.,City of Eufaula,McIntosh County, Oklahoma more particularly described as follows:Commencing at the Southeast corner of Block One-Hundred-One(101)of the City of Eufaula;thence S77°19'18"E,a distance of 35.54feet to the True Point of Beginning,ThenceN02°37'59"E parallel to the East line said Block One-Hundred-One(101),a distance of 333.00feet;Thence S89°51'26"E,a distance of 165.19 feet to a point that is 50.00feet distant Westerly measured at right angles, (see attached)

15 E Foley Street Eufaula Ok 74432

Property Address

City

Zip

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller, which may be subject to lease, unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property.")

2. PURCHASE PRICE, EARNEST MONEY AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$200,000.00 payable by Buyer as follows: Buyer has paid \$0.00 as earnest money on execution of the Contract, and Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. Upon execution of the Contract, the earnest money shall be deposited in the trust account of _____ or if left blank, the Listing Broker's trust account, as part payment of the purchase price and/or closing costs.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before _____ m, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be either cash, cashier's check or wire transfer.

4. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement Agreement shall commence on 05/30/2023 (Time Reference Date), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the Parties.

5. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

A. The Buyer agrees and acknowledges that Seller, Seller's Broker(s) and their associated licensees, are not experts regarding the condition of the Property. No representations, warranties, or guarantees regarding the condition of the Property, or environmental hazards, are expressed or implied except as may be specified by Seller in the additional provisions under Paragraph 11.

B. Buyer shall have _____ days (ten [10] days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. If required by ordinance, Seller shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

C. Buyer, at Buyer's expense, shall have the right to enter upon the Property, together with Buyer's representative, independent contractors and/or any other person Buyer deems qualified, to conduct any and all investigations, inspections, tests, studies and reviews. Excepting only the negligence of Seller or a condition caused or permitted by Seller, Buyer shall indemnify, protect, defend and hold Seller harmless from and against any and all claims, demands, losses, liabilities, costs, fees and expenses (including attorney's and consultant's fees) arising out of or related to Buyer's entry onto the Property in connection with any testing or investigation performed pursuant to this Contract. Buyer's investigations, inspections and reviews may include, but may not be limited to, the following:

1) Flood, Storm Water Run-off, Storm Sewer Back-up or Water History

2) Environmental Risks. Including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas and lead-based paint

3) Use of Property. Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations

4) Square Footage/Acreage. Buyer shall not rely on any quoted square footage and/or acreage and shall have the right to measure the Property.

D. BUYER'S RIGHT TO CANCEL. If, upon Buyer's investigation, inspections and reviews, the Buyer determines that the Property is not suitable for Buyer's intended use, the Buyer may cancel and terminate this Contract and receive a refund of the earnest money by delivering written notice to the Seller, in care of Seller's Broker, if applicable, as provided in Paragraph 17 within twenty-four (24) hours of the expiration of the time period specified in this provision.

6. RISK OF LOSS. Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

7. NON-FOREIGN SELLER. Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

8. ACCEPTANCE OF PROPERTY. Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, or Seller's Broker and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

9. TITLE EVIDENCE. Seller shall furnish Buyer title evidence covering the Property. Such title evidence shall be in the form of:

(check one or both)

☒ **SURFACE RIGHTS ABSTRACT (A below)**

☐ **TITLE INSURANCE COMMITMENT AND SURVEY (B below)**

A. SURFACE RIGHTS ABSTRACT

1) Seller, at Seller's expense, within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following (collectively referred to as "the Title Evidence"):

a) A complete and current surface-rights-only Abstract of Title, certified to by an Oklahoma-licensed and bonded abstract company; and

b) A current Uniform Commercial Code Search Certificate.

- 2) LAND OR BOUNDARY SURVEY. Seller agrees that Buyer, at **(check one)** ☒ **Buyer's** ☐ **Seller's** expense, may have a licensed surveyor enter upon the Property to perform a Land or Boundary (Pin Stake) Survey that shall then be considered as part of the Title Evidence.
- 3) BUYER TO EXAMINE TITLE EVIDENCE.
- Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
 - Buyer agrees to accept Title subject to: (i) utility easements serving the Property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Title.
- 4) SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE); POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any Title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standard of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:
- At Seller's option and expense, cure Title requirements identified by Buyer; and
 - Delay Closing Date for 06302023 days [thirty (30) days if left blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this Paragraph, the Buyer may cancel the Contract and receive a refund of the earnest money.

B. TITLE INSURANCE COMMITMENT AND SURVEY

- Seller, at ☒ **Buyer's** ☐ **Seller's** expense **(check one)**, (including the cost of pre-closing abstracting and Title examiner's report) within _____ days after _____ shall furnish Buyer a Commitment for title insurance from a title insurance company acceptable to Buyer (the "Title Commitment"). The Title Commitment covering the Property shall be addressed to the Buyer and bind the title company to issue to Buyer, at closing, an American Land Title Association (ALTA) standard form Owner's Policy of Title Insurance (the "Title Policy"), in the amount of the purchase price. The Title Commitment shall set forth the status of the Title to the Property, showing and having attached copies of all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property.
- Seller, at ☒ **Buyer's** ☐ **Seller's** expense **(check one)**, within _____ days after _____ shall furnish Buyer five (5) copies of a survey of the Property, prepared by a licensed surveyor, dated or updated no more than six (6) months prior to the **Time Reference Date** (the "Survey"). The Survey shall show:
 - The boundary lines, dimensions and area of the land indicated thereon,
 - The location of all fences, buildings, driveways, monuments, and other improvements located within the boundary lines,
 - The location of all setback lines,
 - The location of all easements, alleys, streets, roads, rights-of-way, and other matters of record affecting such land, together with the instrument, book and page number indicated,
 - If the Property is un-platted, a metes and bounds description of the Property,
 - The scale, the North direction, the beginning point, distance to the nearest intersecting street, and point of reference from which the Property is measured, and
 - If the Property is located in (i) a floodway, (ii) a 100-year flood plain, (iii) a "flood prone area," as defined by the United States Department of Housing and Urban Development (HUD), pursuant to the U.S. Flood Disaster Protection Act of 1973, as amended, or (iv) an area classified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, reflected by Flood Insurance Rate Map covering the area in which the Property is situated; and shall identify the portion of the Property located in such floodway, 100-year flood plain, flood prone area, or flood hazard area. Such Survey shall be in a form sufficient to permit the Title Company issuing the Title Policy to remove printed survey exception from the policy.
- The legal description of the Property contained in the Survey, if different from the description contained in this Contract, once approved by Buyer and Seller, shall be substituted for the description of the Property and the Contract shall be deemed amended by the substitution of the legal description of the Property contained in the Survey without the necessity of the Parties executing any further amendment to the Contract.

4) Buyer shall have ten (10) days from the receipt of both the Commitment for Title Insurance and the Survey referred to above to examine the same and specify to Seller, in care of Seller's Broker, if applicable, in writing, those matters which Buyer finds objectionable. No matter in the Title Commitment shall be construed as a valid objection to title under this Contract unless it is so construed under the Title Examination Standards of the Oklahoma Bar Association, where applicable. In case of valid objections to the title in the Title Commitment, Seller shall have thirty (30) days, or such additional time as may be agreed to, in writing, by Seller and Buyer, to make reasonable efforts to cure or remove such objections. If Buyer, or Buyer's Broker, if applicable, does not deliver to Seller, in care of Seller's Broker, if applicable, a written notice specifying those items to which Buyer objects within ten (10) days after the receipt by Buyer of the information referred to above, then all of the items reflected in the Title Commitment and Survey shall be considered to be acceptable to Buyer. If such valid objections cannot be satisfied within the time stipulated in this Paragraph, the earnest money shall be refunded to the Buyer, Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect.

5) On the date of closing of this transaction, as provided in the Contract, Seller shall furnish to Buyer a copy of the Title Commitment, fully marked and initialed by the title company issuing the Owner's Title Policy, which marked Title Commitment, shall reflect the exceptions and provisions to be contained in the Owner's Title policy upon issuance thereof. The Title Commitment shall commit to issue to Buyer an owner's policy of title insurance, covering all of the Property, in the sum of the purchase price, and written on an American Land Title Association (ALTA) Owner's Policy form or its equivalent, and, except for the objections Buyer has agreed to waive showing only the standard printed exceptions and exclusions contained in the said ALTA form of Owner's Title Policy. The premium charged by the Title Company and post closing abstracting expense of providing such Title Policy shall be borne by:

(check one) ☒ Buyer ☐ Seller

6) The Title Commitment shall permit deletion of the Survey exceptions, at Buyer's sole cost and expense. Additional extended coverage, including waiver of the standard exceptions and an ALTA standard zoning endorsement, which reflects the zoning classification of the Property, shall also be provided by Seller, at Buyer's request, and costs for such extended coverage in excess of the base policy premium shall be reimbursed to Seller by Buyer at closing.

7) Seller shall make reasonable efforts, at Seller's sole cost and expense, to cure or remove objections identified in the Survey. If Seller fails to cause all of the objections to be removed or cured prior to the closing date, or if Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove some, or all, of the objections, Buyer's sole remedy shall be to:

- a) Terminate this Contract by giving Seller, in care of Seller's Broker, if applicable, written notice thereof, which notice must be given within five (5) days after Seller, or Seller's Broker, if applicable, notifies Buyer, in care of Buyer's Broker, if applicable, of Seller's decision not to cure or remove the objections; in which event, the earnest money, together with all interest earned thereon, shall be returned to the Buyer, and neither Party shall have any further rights, duties, or obligations hereunder; or
- b) Elect to purchase the Property subject to the Buyer's objections not so removed or cured; in which event, the objections not removed or cured shall be deemed acceptable to Buyer.

8) Notwithstanding anything to the contrary contained in this Contract, in the event the transaction contemplated by this Contract does not close for any reason except Seller's failure to cure or remove a title objection described in the Survey or wrongful refusal to close, **Buyer shall be responsible for the payment of the cost of the Survey.** Upon closing, any existing Abstract(s) of Title, owned by Seller, shall become the property of Buyer.

10. TAXES, ASSESSMENTS AND PRORATIONS.

- A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.
- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; and (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

11. ADDITIONAL PROVISIONS.

- 12. TAX DEFERRED EXCHANGE 1031.** In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.
- 13. MEDIATION.** Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.
- 14. CHOICE OF LAW AND FORUM.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that all disputes, claims, and causes of action arising out of or related to this Contract shall be decided by either Oklahoma State Courts or Federal Courts in the State of Oklahoma.
- 15. BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in breach of this contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
- A. UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and if, within five (5) days after the date specified for Closing under Paragraph 3, Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to either cancel and terminate this Contract, return the abstract to Seller and receive a refund of the earnest money, or pursue any other remedy available at law or in equity, including specific performance.
- B. UPON BREACH BY BUYER.** If, after the Seller has performed Seller's obligation under this Contract, and if, within five (5) days after the date specified for Closing under Paragraph 3, the Buyer fails to provide funding, or to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.
- 16. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.**
- A. INCURRED EXPENSES.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from earnest money.
- B. RELEASE OF EARNEST MONEY.** In the event a dispute arises prior to the release of earnest money held in escrow, the escrow holder shall retain said earnest money until one of the following occur:
- 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
 - 2) Agreement of disbursement is reached through Mediation;
 - 3) Interpleader or legal action is filed, at which time the earnest money shall be deposited with the Court Clerk; or
 - 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above has not been exercised; Broker escrow holder, at Broker's discretion, may disburse earnest money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.
- 17. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER.** The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda or documents.
- 18. NOTICE.** Any notice provided for herein shall be given in writing, sent by (a) personal delivery, (b) United States mail, postage prepaid, or (c) by facsimile, to the Escrow Agent, with copies to the other Parties, addressed as follows:

To Escrow / Closing Agent _____ For Sale By Owner

c/o _____

Phone _____

Buyers: Adam Jones III

c/o _____

Phone 918-689-0901

Fax _____

Email adamjones@cctulsa.com

or such other address as shall hereafter be designated in writing.

Fax _____

Sellers: Tyler Ogle

c/o _____

Phone 918-689-6801

Fax _____

Email _____

19. BROKER RELATIONSHIP DISCLOSURE/COMMISSION. Parties acknowledge and confirm that Broker(s) providing brokerage services to the Parties have described and disclosed their duties and responsibilities to the Parties prior to the Parties signing this Contract.

☐ (Applicable for in-house transactions only) Parties acknowledge and confirm that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract. Parties further acknowledge receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Parties in print, or at www.orec.ok.gov.

Seller acknowledges and confirms that the Broker providing brokerage services to the seller has described and disclosed their duties and responsibilities to the seller prior to the seller signing this Contract.

It is further acknowledged and agreed by the Parties that the ☐ Buyer ☒ Seller (check one) will pay the Listing Broker a commission equal to N/A of the purchase price at Closing for services rendered in this real estate transaction.

20. TERMINATION OF OFFER. The above Offer shall automatically terminate on at ☐ a.m. / ☐ p.m. (check one) unless withdrawn prior to acceptance or termination.**21. EXECUTION BY PARTIES.****AGREED TO BY BUYER:**

On this Date: 05/30/2023

Adam Jones III

Buyer's Printed Name

Adam Jones III

Buyer's Signature

Jordan Nicole Jones

Buyer's Printed Name

JORDAN TAP HERE

Buyer's Signature

AGREED TO BY SELLER:

On this Date: 05/30/2023

Tyler Ogle

Seller's Printed Name

Tyler Ogle

Seller's Signature

Seller's Printed Name

SELLER TAP HERE

Seller's Signature

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER

SELLER TAP HERE

Seller's Signature

SELLER TAP HERE

Seller's Signature

EARNEST MONEY RECEIPT AND INSTRUCTIONS

In accordance with the terms and conditions of the PURCHASE, PRICE, EARNEST MONEY, AND SOURCE OF FUNDS Paragraph, \$ ☐ Check ☐ Cash as Earnest Money Deposit, has been delivered to:

☐ **Listing Broker:** Listing Broker acknowledges receipt of Earnest Money and shall deposit said funds in accordance with Paragraph 2 of this Contract. Listing Broker shall provide a copy of receipt to the Selling Broker.

☐ **Selling Broker:** Selling Broker acknowledges receipt of Earnest Money and shall deliver said funds to the Title Company. Selling Broker shall provide a copy of the receipt to the Listing Broker.

☐ **Title Company** (Name/Address of Title Company):

☐ **Other:**

BUYING AGENT TAP HERE

Date Selling Broker/Associate Signature

For Sale By Owner
(Print Name) Selling Broker/Associate

NO ONE

Date Listing Broker/Associate Signature

For Sale By Owner
(Print Name) Listing Broker/Associate

LandMark - Assessment Record

Assessment Data | Names/Status | Sales/Permits | Appeals/Tasks | Taxing Information | Parcel History | Appraisal Summary | Attachments

Account : 460041340

Parcel Status : 1 Active

Parcel ID : 0000-02-09N-16E-1-008-00

Identification

Parcel ID 0000-02-09N-16E-1-008-00
 Cadastrial 0000-09N-16E-02-1-002-00
 Type REAL
 Name ID 12938

Parcel Location

Community/Zip
 Status
 Nbrhd Code 1080
 Appr Zone 1
 Subdivision
 Description
 Block/Lot
 Township
 Range 16
 Section 2
 Quarter 1

OGLE, TYLER

411960 HWY 9

OK 74432-0000

Classification

Class JUC Urban Commercial/Ind
 Tax Area 201 EUFAULA CITY
 TIF District
 Book/Page 0000-0000
 Parcel Size 1.28 Acres

Assessment Data

Parent 460001485
 Cross Ref
 Value Freeze Options
 Year/Remove
 Value

Legal Description

TRACT B - COMM SE/C BLK 101 S/771918E 35.54' POB N023/59E 333' S89S126E 165.19' S023/59W 341' N872201W 165' POB

3 User Comments

Cap Options

Remove Cap Year
 New Construction
☐ Remove Current Year Cap

Current Valuation

	Fair Cash	Not Capped	Assessed-11.00%
Land Value	0	0	0
Improvements	79,858	79,858	8,784
Outbuildings			
Mobile Home	0	0	0
Total Value	79,858	79,858	8,784

ExCode Exemption Type Active InActive Maximum Amount

Assessed Valuation

Total Homestead	0	Penalty	0
Other Exemptions	0	Taxable	8,784
Total Exemptions	0	Current Levy	82.9400
Net Assessed	8,784	Est. Taxes	729.00

Mode View

Key OwnerName

Record 34772 [34772]





McIntosh

Map Image

Data provided by Trina Williams County Assessor

Date 06/01/2022
Time 16:14:00
Latitude -95.5812958
Longitude 35.2859653

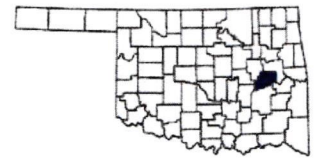
Map Image





P. O. BOX 107
110 N. First Street
Eufaula, OK 74432

TRINA WILLIAMS
McINTOSH COUNTY ASSESSOR



Phone 918-689-2611
Fax 918-689-3611
assessor46tlw@yahoo.com

July 20, 2023

City of Eufaula
Julie Musgraves

INVOICE

See attached legal.....\$50.00

Respectfully,


Trina Williams
McIntosh County Assessor

McIntosh

Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 07/20/2023

Time 14:10:16



Account List

Account	460041340	Current Owner	Legal Description
ParcelID	0000-02-09N-16E-1-008-00	OGLE, TYLER	TRACT B - COMM SE/C BLK 101
Situs			S771918E 35.54' POB N023759E 333'
Sec/Twn/Rng	2-9N-16E	411960 HWY 9	S895126E 165.19' S023759W 341'
Subdivision			N872201W 165' POB
Block/Lot		EUFAULA	
Lot Size	1.2800 Acres	Book/Page	OK 74432-000C
Account	460023345	Current Owner	Legal Description
ParcelID	1001-00-101-008-0-000-00	PARKER, SUSAN D.	LOT 8 BLK 101 OT EUFAULA 501/299
Situs	00123 S MAIN ST		573/622 1004/322
Sec/Twn/Rng			
Subdivision	EUFAULA	314 STONECREST DRIVE	
Block/Lot	0101 / 0008	ROCKWALL	TX 75087-000C
Lot Size	1 Lots	Book/Page	1004-0322
Account	460023344	Current Owner	Legal Description
ParcelID	1001-00-101-006-0-002-00	PARKER, SUSAN D.	LOT 6 LESS N2.2' OF W100' & LOT 7 BLK
Situs	00121 S MAIN ST		101 OT EUFAULA 501/299 703/293
Sec/Twn/Rng			1004/322 1131/163
Subdivision	EUFAULA	314 STONECREST DRIVE	
Block/Lot	0101 / 0006	ROCKWALL	TX 75087-000C
Lot Size	2 Lots	Book/Page	1004-0322



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Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 07/20/2023

Time 14:10:16

Page : 2

Account List

Account	460023339	Current Owner	Legal Description
ParcelID	1001-00-101-002-0-000-02	BIG BASIN ENTERISES, LLC	LOT 2 LESS N11.5" LESS S6.5" OF W120'
Situs	00109 S MAIN ST		BLK 101 EUFAULA OT 627/352 747/652
Sec/Twn/Rng			828/488 (INDIAN JOURNAL)
Subdivision	EUFAULA	111 N OAK ST	
Block/Lot	0101 / 0002	SALLISAW	OK 74959-000C
Lot Size	1 Lots	Book/Page 0828-0488	
Account	460023347	Current Owner	Legal Description
ParcelID	1001-00-101-011-0-000-00	LINSTEAD PROP L.L.C. 1/2 INT.	LOT 11 BLK 101 OT EUFAULA 473/704
Situs	00038 E J.C. WATTS JR AV		(WATTS PLAZA)
Sec/Twn/Rng		CHARLES THOMAS & DONNA SUE	
Subdivision	EUFAULA	PO BOX 894 DANIEL 1/2 INT	
Block/Lot	0101 / 0011	EUFAULA	OK 74432-000C
Lot Size	1 Lots	Book/Page 0473-0704	
Account	460023346	Current Owner	Legal Description
ParcelID	1001-00-101-009-0-000-00	NEAL'S PROPERTIES, LLC	LOT 9-10 BLK 101 EUFAULA O.T. 371/192
Situs	00135 S MAIN ST		1027/436 (U.S.CELLULAR & CHANEYS
Sec/Twn/Rng		301 N "L" ST	PIZZA)
Subdivision	EUFAULA		
Block/Lot	0101 / 0009	EUFAULA	OK 74432-000C
Lot Size	2 Lots	Book/Page 1027-0436	
Account	460023338	Current Owner	Legal Description
ParcelID	1001-00-101-001-0-002-00	LINSTEAD PROP. L.L.C.	S11'2" OF W115' LOT 1 & N11.5" OF
Situs	00105 S MAIN ST		W115.4' LOT 2 BLK 101 OT EUFAULA
Sec/Twn/Rng			466/60 (EUFAULA AREA ARTS COUNCIL)
Subdivision	EUFAULA	PO BOX 894	
Block/Lot	0101 / 0001	EUFAULA	OK 74432-000C
Lot Size	2 Lots	Book/Page 0466-0060	
Account	460023343	Current Owner	Legal Description
ParcelID	1001-00-101-005-0-000-00	ONESOURCE INSURANCE	PT LOT 5 & 6 BLK 101 OT EUFAULA BEG
Situs	00119 S MAIN ST		NW/C LOT 5 S003131E 6.17' POB
Sec/Twn/Rng			S003131E 20.63' TO A POINT 2.20'S OF
Subdivision	EUFAULA	119 S MAIN ST	SW/C LOT 5 N893122E 100.04'
Block/Lot	0101 / 0005	EUFAULA	N003131W 19.85' S892152W 49.34'
Lot Size	1 Lots	Book/Page 0944-0599	S895311W 50.70' TO POINT ON W/LINE
Account	460023340	Current Owner	Legal Description
ParcelID	1001-00-101-002-0-000-03	BELT PROPERTIES, LLC	PT LOT 5 & 6 BLK 101 OT EUFAULA BEG
Situs	00111 S MAIN ST		SW/C LOT 5 N4.6' EASTERLY 200
Sec/Twn/Rng			5' TO E BOUNDARY LOT 3 S 3.96' W
Subdivision	EUFAULA	PO BOX 841	ALONG S BOUNDARY LOT 3 TO POB
Block/Lot	0101 / 0002	EUFAULA	BLK 101 EUFAULA OT 406/178 1017/522
Lot Size	2 Lots	Book/Page 1017-0522	(GM OIL PROPERTIES, CONCORDE
Account	460023341	Current Owner	Legal Description
ParcelID	1001-00-101-003-0-000-02	BELT PROPERTIES, LLC	PT LOT 5 & 6 BLK 101 OT EUFAULA BEG
Situs	00115 S MAIN ST		SW/C LOT 5 N4.6' EASTERLY 200
Sec/Twn/Rng			5' TO E BOUNDARY LOT 3 S 3.96' W
Subdivision	EUFAULA	PO BOX 841	ALONG S BOUNDARY LOT 3 TO POB
Block/Lot	0101 / 0003	EUFAULA	BLK 101 EUFAULA OT 406/178 1017/522
Lot Size	2 Lots	Book/Page 1017-0522	(GM OIL PROPERTIES, CONCORDE
Account	460023342	Current Owner	Legal Description
ParcelID	1001-00-101-004-0-000-02	BELT PROPERTIES, LLC	PT LOT 4 BEG 20.43'S OF NE/C ESTLY
Situs	00117 S MAIN ST		200.9 TO PT 20.64'S OF NE/C S TO SE/C
Sec/Twn/Rng			W ALONG S BDY TO SW/C N POB PT
Subdivision	EUFAULA	PO BOX 841	LOT 5 LESS 1001-00-101-005 OT
Block/Lot	0101 / 0004	EUFAULA	EUFAULA 406/178 612/745 1017/522
Lot Size	3 Lots	Book/Page 1017-0522	
Account	460023337	Current Owner	Legal Description
ParcelID	1001-00-101-001-0-001-00	BELT PROPERTIES, LLC 2/3 INT &	E50' LOT 1 W34.6' OF E84.6' LOT 1
Situs	00101 S MAIN ST		N28'10" OF W115' LOT 1 N11.5' E84.6'
Sec/Twn/Rng		JAMES DUTY 1/3INT	LOT 2 BLK 101 EUFAULA OT 403/476-7
Subdivision	EUFAULA	115 SONORA LANE	483/178 817/527 821/346
Block/Lot	0101 / 0001	NORMAN	1017/522(AUNTIE FAYES)
Lot Size	2 Lots	Book/Page 1017-0522	



McIntosh

Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 07/20/2023

Time 14:10:17

Page : 3

Account List

Account	460023333	Current Owner	Legal Description
ParcelID	1001-00-100-003-0-001-00	SPELIGENE, BRIAN J.	W104' LOT 3 BLK 100 EUFAULA OT
Situs	00130 N MAIN ST		572/680 993/617
Sec/Twn/Rng			
Subdivision	EUFAULA	PO BOX 469	
Block/Lot	0100 / 0003	EUFAULA	OK 74432-000C
Lot Size	1 Lots	Book/Page 0993-0617	
Account	460023332	Current Owner	Legal Description
ParcelID	1001-00-100-001-0-003-00	SPELIGENE, BRIAN J.	BEG 104'E NW/C LOT 1 E2.3 S79' LOT
Situs	00132 N MAIN ST		2'W2.6'N POB, E90 S14.3' LOT 3 BLK 100
Sec/Twn/Rng			OT EUFAULA 458/23 572/680 993/617
Subdivision	EUFAULA	PO BOX 469	(PARKING LOT)
Block/Lot	0100 / 0001	EUFAULA	OK 74432-000C
Lot Size	3 Lots	Book/Page 0993-0617	
Account	460023330	Current Owner	Legal Description
ParcelID	1001-00-100-001-0-001-00	LENNON, MALLIE & KAREN J.	E90' LOT 1-2 N10.7' OF E90' LOT 3 BLK
Situs	00320 N MAIN ST		100 EUFAULA OT 433/251
Sec/Twn/Rng			
Subdivision	EUFAULA	16619 HWY 9 EAST	
Block/Lot	0100 / 0001	EUFAULA	OK 74432-2402
Lot Size	3 Lots	Book/Page 0433-0251	
Account	460023334	Current Owner	Legal Description
ParcelID	1001-00-100-004-0-000-00	STATE NATIONAL BANK	LOT 4 BLK 100 EUFAULA OT 458/39-44
Situs	00102 N MAIN ST		475/237
Sec/Twn/Rng			
Subdivision	EUFAULA	102 N MAIN	
Block/Lot	0100 / 0004	EUFAULA	OK 74432-000C
Lot Size	1 Lots	Book/Page 0475-0237	
Account	460023335	Current Owner	Legal Description
ParcelID	1001-00-100-005-0-001-00	STATE NATIONAL BANK	LOT 5 BLK 100 OT EUFAULA
Situs	00102 N MAIN ST		
Sec/Twn/Rng			
Subdivision	EUFAULA	102 NORTH MAIN	
Block/Lot	0100 / 0005	EUFAULA	OK 74432-000C
Lot Size	1 Lots	Book/Page	
Account	460023336	Current Owner	Legal Description
ParcelID	1001-00-100-006-0-000-00	STATE NATIONAL BANK	LOTS 6-10 BLK 100 EUFAULA OT(BANK)
Situs	00102 N MAIN ST		
Sec/Twn/Rng			
Subdivision	EUFAULA	102 N MAIN	
Block/Lot	0100 / 0006	EUFAULA	OK 74432-000C
Lot Size	5 Lots	Book/Page	
Account	460023331	Current Owner	Legal Description
ParcelID	1001-00-100-001-0-002-00	WELDIN, KAREN REVOCABLE	W104' LOT 1, W104' LOT 2 BLK 100
Situs	00134 N MAIN ST	LIVING TRUST	EUFAULA OT 452/29 955/179 1050/430
Sec/Twn/Rng			
Subdivision	EUFAULA	369 N SPINNAKER RUN	
Block/Lot	0100 / 0001	STIGLER	OK 74462-000C
Lot Size	2 Lots	Book/Page 1050-0430	
Account	460023416	Current Owner	Legal Description
ParcelID	1001-00-112-003-0-003-00	BELYEU, SHAUNA LYNN &	E93.5' OF N28' LOT 3 BLK 112 EUFAULA
Situs			O.T. 371/658 577/505 935/128 954/650
Sec/Twn/Rng			
Subdivision	EUFAULA	SANDRA JEAN BASHAM	
Block/Lot	0112 / 0003	P. O. BOX 1354	
Lot Size	1 Lots	EUFAULA	OK 74432-000C
		Book/Page 0954-0650	
Account	460023415	Current Owner	Legal Description
ParcelID	1001-00-112-001-0-002-00	EPLEY, MARLIN	LESS E 93.5' LOT 1 & 2 AND N34' OF
Situs	00201 S MAIN ST		W104' LESS E4' OF S6' LOT 3 BLK 112
Sec/Twn/Rng			EUFAULA OT 703/293 1170/721
Subdivision	EUFAULA	PO BOX 144	
Block/Lot	0112 / 0001	EUFAULA	OK 74432-000C
Lot Size	3 Lots	Book/Page 1170-0721	



McIntosh

Parcel Map and Account Listing

Data provided by Trina Williams County Assessor

Date 07/20/2023

Time 14:10:17

Page : 4

Account List

Account	460023414	Current Owner	Legal Description
ParcelID	1001-00-112-001-0-001-00	BELYEU, SHAUNA	E93.5' LOT 1-2 BLK 112 EUFAULA O.T.
Situs	00039 E J.C. WATTS JR AV		371/658 577/505 916/451 (PATS LIQUOR STORE)
Sec/Twn/Rng			
Subdivision	EUFAULA	PO BOX 1354	
Block/Lot	0112 / 0001	EUFAULA	OK 74432-000C
Lot Size	2 Lots	Book/Page 0916-0451	
Account	460023417	Current Owner	Legal Description
ParcelID	1001-00-112-003-0-004-00	CITIZENS NATIONAL BANK & TRUST	S54' OF W100' & E103.5' OF S60' LOT 3
Situs	00217 S MAIN ST		ALL LOT 4-5 BLK 112 EUFAULA O.T.
Sec/Twn/Rng		% BANK OF OKLAHOMA CRES-ONE WILLIAM	(BANK)
Subdivision	EUFAULA	PO BOX 2300 11TH FI PROPERT	
Block/Lot	0112 / 0003	TULSA	OK 74192-000C
Lot Size	3 Lots	Book/Page	
Account	460023082	Current Owner	Legal Description
ParcelID	1001-00-042-003-0-000-00	REYNOLDS, CYNTHIA & VINSON	LOT 3-4 BLK 42 OT-EUFAULA 498/529
Situs	00209 S "B" ST		516/110 898/680 1073/372* 1119/45
Sec/Twn/Rng		108 SAMANTHA DR	1155/569 1155/573
Subdivision	EUFAULA		
Block/Lot	0042 / 0003	BROOKLAND	AR 72417-
Lot Size	2 Lots	Book/Page 1155-0569	
Account	460023016	Current Owner	Legal Description
ParcelID	1001-00-031-003-0-000-00	MCINTOSH COUNTY YOUTH &	LOT 3-7 BLK 31 OT-EUFAULA 526/461
Situs	00107 E MCKINLEY AV		(YOUTH CENTER)
Sec/Twn/Rng		FAMILY EDUCATION CENTER INC.	
Subdivision	EUFAULA	PO BOX 1332	
Block/Lot	0031 / 0003	EUFAULA	OK 74432-000C
Lot Size	5 Lots	Book/Page	
Account	460023080	Current Owner	Legal Description
ParcelID	1001-00-042-001-0-001-00	REYNOLDS, VINSON & CYNTHIA	LOT 1 N3' LOT 2 BLK 42 OT-EUFAULA
Situs			JP'S SPORTS BAR 467/127 753/678
Sec/Twn/Rng		108 SAMANTHA DR.	755/331 1073/372 1119/45
Subdivision	EUFAULA		
Block/Lot	0042 / 0001	BROOKLAND	AR 72147-
Lot Size	2 Lots	Book/Page 1119-0045	
Account	460023081	Current Owner	Legal Description
ParcelID	1001-00-042-002-0-002-00	KENNEDY, EMMA	S37' OF LOT 2 BLK 42 OT-EUFAULA
Situs			
Sec/Twn/Rng		% CHARLINE OLDEN	
Subdivision	EUFAULA	PO BOX 408	
Block/Lot	0042 / 0002	HOLDENVILLE	OK 74848-040E
Lot Size	1 Lots	Book/Page	
Account	460001485	Current Owner	Legal Description
ParcelID	0000-02-09N-16E-1-002-00	WELDIN, KAREN REVOCABLE	TRACT A - COMM SE/C BLK 112
Situs		LIVING TRUST	S872201E 50' POB N023759E 290'
Sec/Twn/Rng	2-9N-16E		S872201E 150' S023759W 290'
Subdivision		369 N SPINNAKER RUN	N872201W 150' POB POB SEC 2-9-16
Block/Lot		STIGLER	472/690 1125/465 TRACT C - COMM SE/C
Lot Size	1.9900 Acres	Book/Page 1172-0799	BLK 100 CITY OF EUFAULA S774742E 50
Account	460001488	Current Owner	Legal Description
ParcelID	0000-02-09N-16E-1-005-00	REDLINE AUTOMOTIVE, LLC	BEG SW/C BLK 42 CITY OF EUFAULA
Situs			N815.32' S893327W 42.40' POB
Sec/Twn/Rng	2-9N-16E		S893327W 156.12' N023759E 100'
Subdivision		676 N. FLOYD BEAIRD RD.	S872201E 156.15' S024525W 91.63' POB
Block/Lot		CHECOTAH	SEC 2-9-16 490/624 1000/569
Lot Size	0.3400 Acres	Book/Page 1000-0569	
Account	460001487	Current Owner	Legal Description
ParcelID	0000-02-09N-16E-1-004-00	GATLIN, ADAM C. & KEELEY	BEG SWC BLK 42 OT EUFAULA
Situs			N023759E 655.80' N872201W 35.67' POB
Sec/Twn/Rng	2-9N-16E	S. PARKER	N872201W 162.58' N023759E 100'
Subdivision		309 S. 5TH STREET	N894436E 162.52' S022731W 108.20' POB
Block/Lot		EUFAULA	SEC 2-9-16 490/451 491/84 1001/685
Lot Size	0.3900 Acres	Book/Page 1001-0689	1001/689



July 20, 2023

McIntosh County Assessor's Office
Attention: Trina Williams

Re: 300 Foot radius request for 15 E Foley Ave

Mrs. Williams,

The City of Eufaula requests a 300' radius of the property located at: Legal Description: A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township nine (9) North, Range Sixteen (16) East of I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of Block One-Hundred-One (101) of the City of Eufaula; thence S77°19'18"E, a distance of 35.54 feet to the True Point of Beginning, Thence N02°37'59"E parallel to the East line of said Block One-Hundred-One (101), a distance of 333.00 feet; Thence S89°51'26"E, a distance of 165-19 feet to a point that is 50.00 feet distant Westerly measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated ; Thence S02°37'59"W parallel to said centerline of main track, a distance of 341.00 feet; thence N89°22'01"W, a distance of 165.00 feet to the point of beginning.

Commonly Known as 15 E Foley Ave

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





July 21, 2023

OGLE, TYLER
411960 HWY 9
EUFAULA, OK 74432-0000

Dear Property Owner:

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

Commonly Known as: 15 E Foley Ave

Legal Description: A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township nine (9) North, Range Sixteen (16) East of I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of Block One-Hundred-One (101) of the City of Eufaula; thence S77°19'18"E, a distance of 35.54 feet to the True Point of Beginning, Thence N02°37'59"E parallel to the East line of said Block One-Hundred-One (101), a distance of 333.00 feet; Thence S89°51'26"E, a distance of 165-19 feet to a point that is 50.00 feet distant Westerly measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated ; Thence S02°37'59"W parallel to said centerline of main track, a distance of 341.00 feet; thence N89°22'01"W, a distance of 165.00 feet to the point of beginning.

Proposed Use: Applicant/s Applicant are requesting a variance to utilize the City of Eufaula right-of-way for the purpose of a driveway to access a drive thru window on the north side of the business.

Applicant/s: Adam and Amanda Jones

Enclosed is a map showing the section and proposed location being considered for the zoning variance/special exception.

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 August 21, 2023, at 5:30pm at the Community Center, 121 High Street, Eufaula, OK. You are welcome to attend the public meeting and provide comments at the designated time.

Respectfully,
Julie Musgraves
Administrative Assistant
City of Eufaula



Mama Tigs Wood Fired Pizza
MAMA TIGS WOOD FIRED PIZZA LLC
SUN TOK WILKINS LIVING ESTATE
MOUSER, NANCY MARIE
Lake Dog and their People
BRIDGES LAW FIRM-PC
SHUTES HOME FURNISHINGS

100
Eis Hideaway American
STATE NATIONAL BANK
10

Front St
WELDN, KAREN REVOCABLE

Redline Automotive
REDLINE AUTOMOTIVE, LLC

31
MCINTOSH COUNTY YOUTH & FAMILY SERVICES

WATSON ALLEN D
WATSON

United States POSTAL SERVICE OFFICE

Bail Bonds of Eufaula
SMITH, WILLIAM E JR
Linstead Prop. L.L.C.

102
EKKLESIA MUSKOGEE INC.
High Street

COMMUNITY CHURCH, INC
COMMUNITY CULTURE CHURCH, INC

2
PARKER, SUSAN D
PARKER, SUSAN D
PARKER, SUSAN D

OGLE, TYLER
The LakeView Barbershop

GATLIN, ADAM C. & KEELEY

32
BELT PROPERTIES INC.
DOWNUM, CHARLES COLUMBUS
PETERSON, JIMMIE

GENESIS PROPERTY GROUP LLC
THOMAS, ERWIN TIMOTHY & FRANKLIN

Lakeside Real Estate & Custom Homes

Covered Wagon Hair Salon

Two Brothers Mexican Grill
La Fina Mexican Grill
CITY OF EUEAULA, A MUNICIPAL
EL CEDRO, INC
Sinclair

112
CITIZENS NATIONAL Bank & TRUST

Front St

42
INGLE, RANDY JOE & LINDA
RAMIREZ, ALFREDO

WATTS, J.C. JR & FRANKIE
RAM ALF

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, Oklahoma
109 S. Main, Eufaula
(918) 689-21

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:

July 27, 2023

[Signature]

Signed and sworn to before me on this 27th day of July, 2023.

[Signature]

Notary Public

My Commission expires: April 3, 2026
Commission #06003427

Notary
Comm
My Com

PUBLICATION FEE: \$

338 words; 1 tabular lines; 2 column(s)
 insertions

Legal Notice

Published in the Indian Journal,
Thursday, July 27, 2023.

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 / Special Exception Request Application for property located within the City of Eufaula.

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

A tract of land situated in the Northeast Quarter (NE/4) of Section Two (2), Township nine (9) North, Range Sixteen (16) East of I.B.M., City of Eufaula, McIntosh County, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of Block One-Hundred-One (101) of the City of Eufaula; thence S77°19'18"E, a distance of 35.54 feet to the True Point of Beginning, Thence N02°37'59"E parallel to the East line of said Block One-Hundred-One (101), a distance of 333.00 feet; Thence S89°51'26"E, a distance of 165.19 feet to a point that is 50.00 feet distant Westerly measured at right angles, from the Centerline of main track of the main line of the Missouri Pacific Railroad Company, as now constructed and operated; Thence S02°37'59"W parallel to said centerline of main track, a distance of

341.00 feet; thence N89°22'01"W, a distance of 165.00 feet to the point of beginning.

Commonly Known as: 15 E Foley Ave.

Proposed Use: Applicant is requesting a variance to utilize the City of Eufaula right-of-way for the purpose of a driveway to access a drive through window on the north side of the business.

Applicant/s: Adam and Amanda Jones

The public hearing will be held as follows:

August 21, 2023, 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/special exception 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.

