



The City of Oklahoma City
Planning Department, Subdivision and Zoning
 420 West Main Street, Suite 910, Oklahoma City, Oklahoma, 73102
 Phone: (405) 297-2623 – Web: <https://www.okc.gov>

APPLICATION FOR SPECIAL PERMIT

Staff Use Only:	
Case No.: SP	595
File Date:	17DEC'24
Ward No.:	7
Nbhd. Assoc.:	CAPITOL VIEW NA
School District:	OKC
Extg Zoning:	R-1
Overlay:	---

Dewey Park

Project Name

3500 N Lyndsay

Address / Location of Property

Park

Proposed Use

Developing new park. New park includes new solar lights.

Purpose Statement (provide attachment if necessary)

REQUIREMENTS FOR SUBMITTAL:

- 1.) One (1) Typed Legal Description of Proposed Special Permit area in MS Word file (.doc or .docx) format.
- 2.) One (1) copy of Recorded Deed(s), with Exhibit(s), listing current Property Owner in .pdf format.
- 3.) One (1) copy of Letter of Authorization from Property Owner listing Designated Representative if Applicant is not the Property Owner of record.
- 4.) One (1) copy of Property Owners Report listing all property owners who own property within a 300-foot buffer (600-foot for drinking establishments) area of the property to be considered. The list **MUST** include the mailing address and the legal description of their property and **MUST** be current to within 30 days of the date of submittal of the application. A minimum of 10 separate individual property owners is required. If there are less than 10 individual owners within the 300-foot (or 600-foot) buffer, the radius must be extended by increments of 100 feet until the list contains no less than 10 owners. Provide One (1) PDF (.pdf) file version, AND one (1) MS Excel (.xls or .xlsx) file version.
- 5.) One (1) Signed and Notarized copy of "Affirmation" that the Property Owners Report listings are true and correct unless the list is prepared by a Certified Abstractor or County official.
- 6.) Maps, Site Plan and, or Survey Exhibits must be Letter size (8.5" x 11"), 600dpi minimum resolution, and in a .pdf file format. Photographic file formats of drawings, maps, or other documents will not be accepted.
- 7.) Supporting documents as required by Chapter 59, Article IX, Section 9350, Standards for Specific Uses in a .pdf file format.
- 8.) A filing fee of \$2700.00 must be remitted within One (1) business day of submittal confirmation. (Online payment available / preferred.) (Make checks payable to "City Treasurer")

Property Owner Information (if other than Applicant):

City of Oklahoma City

Name

200 N Walker

Mailing Address

Oklahoma City, OK 73102

City, State, Zip Code

405-297-3882

Phone

okcparks@okc.gov

Email

Signature of Applicant

Melinda McMillan Miller

Applicant's Name (please print)

420 W. Main Street Ste, 210

Applicant's Mailing Address

Oklahoma City, OK 73102

City, State, Zip Code

405-297-2945

Phone

okcparks@okc.gov

Email

Submit your Application by Email to Subdivisionandzoning@OKC.gov
 Compressed files (.zip, etc..) or links to FileShare services (Dropbox, etc..) can not be accepted for security purposes.

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



C. A. Cates

Notary Public & OKCPS Board Clerk

Seal

My Commission Expires: 12/28/2023
My Commission No. 11011524

ACCEPTED by The City of Oklahoma City,
this 7th day of November, 2023.

REVIEWED for form and legality:

Attest:

Amy H. Simpson
City Clerk

Jill Bullitt
Assistant Municipal Counselor



Exempt
DOCUMENTARY STAMP CERTIFICATION

State of Oklahoma

County of Oklahoma

To: County Clerk of Oklahoma County, Oklahoma

Legal:

Block Eleven (11) of McNabb and Hunt Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

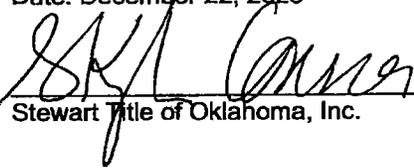
In accordance with Rule No. 51, 007.00: DUTIES AND RESPONSIBILITIES OF THE COUNTY CLERK, the undersigned, a Representative of Stewart Title of Oklahoma, Inc., hereby states the following:

That the total consideration (as defined in 68 OKLA. ST. SECTION 3201) paid for the real estate conveyed by the attached conveyance is \$350,000.00 and documentary stamps calculated at the rate of 75 cents per \$500.00 of the above consideration being the total amount of \$0.00 should be affixed to the attached conveyance by the County Clerk.

If exempt, please fill in paragraph # 11

(Exemption Documentary Stamp Tax OS Title 68, Article 32, Section 3201 or 3202, Paragraph 11.)

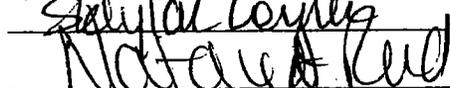
Date: December 22, 2023



Stewart Title of Oklahoma, Inc.

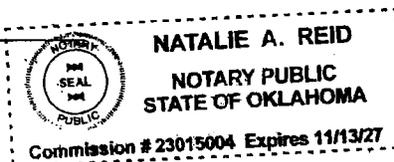
State of Oklahoma
County of Oklahoma

This instrument was acknowledged before me on December 22, 2023 by



Natalie Reid, Notary Public
My Commission Expires: _____

File No.: 2181671



File No.: 2181671
Document Stamp Certification

Legal Description

All of Block 11, McNabb & Hunt Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof, being a part of the NE Quarter of Sec 22, T12N, R3W.

AFFIRMATION

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

I affirm that the ownership list submitted as a part of this application contains the names of all owners of record of property which are within 300 feet (or greater if required) of the property described in the attached exhibit.

Executed at Oklahoma City, Oklahoma, on the 12th day of December, 20 24

[Signature]
Applicant Signature

Subscribed and sworn to before me, a Notary Public, in and for the State of Oklahoma,
County of Oklahoma, on the 12th day of December, 20 24.

My Commission Expires:

06/03/27

Diane E McCullough

Notary Public

Commission # 03007272



name1	mailingaddress1	city	state	zipcode	legal
ACY DEBBIE	721 NE 30TH ST	OKLAHOMA CITY	OK	73105-7524	DOWNING SCHMITT SUB 012 019
AMERICAN DREAM LLC	16307 SONOMA PARK DR STE 7	EDMOND	OK	73013	W J LANDES SUB ADD 000 003
ATKINS CURTIS	708 NE 34TH TER	OKLAHOMA CITY	OK	73105	DOWNING SCHMITT SUB 012 020
AVILES ADAN ALBERTO	736 NE 34TH TER	OKLAHOMA CITY	OK	73105-7508	DOWNING SCHMITT SUB 012 013
BACKROADS TRUE PROPERTIES LLC	3140 ROSEWOOD LN	OKLAHOMA CITY	OK	73120	DOWNING SCHMITT SUB 012 005
					PARK TERRACE ADD 004 000 PT OF LOTS 7 8 & 9 BEING
BARR DEJA L	834 MARILYN ST	OKLAHOMA CITY	OK	73105-7612	SWLY 5FT LOT 7 ALL LOT 8 & NELY 1.5FT LOT 9
BEKER ALI	1004 W CONNELL AVE	STILLWATER	OK	74075-4607	HARES LINCOLN BLVD 003 000 LOTS 41 & 42
BILLINGS CARTIUS L	716 NE 34TH TER	OKLAHOMA CITY	OK	73105-7508	DOWNING SCHMITT SUB 012 018
BLAKELY DENICEE	719 NE 35TH ST	OKLAHOMA CITY	OK	73105	HARES LINCOLN BLVD 004 000 LOTS 34 & 35
					PARK TERRACE ADD 004 000 PT OF LOTS 10 11 & 12 BEG
					AT MOST SLY/C LOT 10 TH SWLY5FT NWLY62.24FT TO A
					POINT ON N LINE LT 11 BEING 7.61FT W OF NE/C LT 11
					TH NELY TO A POINT ON REAR LOT LINE LT 10 15FT NELY
					OF NE/C LT 11 NELY ALONG REAR LOT LINE LT 10
BLAYLOCK GINA	815 MARILYN ST	OKLAHOMA CITY	OK	73105-7611	66.79FT SELY89.13FT SWLY75FT TO BEG
BLAYLOCK GINA L	814 MARILYN ST	OKLAHOMA CITY	OK	73105-7612	PARK TERRACE ADD 003 023
BOSTON OPAL JUDITH TRUST	3200 NW 23RD ST	OKLAHOMA CITY	OK	73107-1904	DOWNING SCHMITT SUB 012 012
BROOM NICOLAUS	11701 NE 55TH ST	SPENCER	OK	73084-7105	DOWNING SCHMITT SUB 012 002
BRYANT HENRY ARTIS	708 E EUBANKS ST	OKLAHOMA CITY	OK	73105-7516	HARES LINCOLN BLVD 004 000 LOTS 19 & 20
CAMELOT CAPITAL LLC	PO BOX 16103	OKLAHOMA CITY	OK	73113	W J LANDES SUB ADD 000 001
CARRINGTON DESIREE	4116 MONICA DR	DEL CITY	OK	73115-2742	PARK TERRACE ADD 004 015
COLBERT ETTA F & RICHARD D	640 E EUBANKS ST	OKLAHOMA CITY	OK	73105-7514	HARES LINCOLN BLVD 003 000 LOTS 3 & 4
COLLINS EXCEL JR	628 NE 34TH ST	OKLAHOMA CITY	OK	73105-7506	W J LANDES SUB ADD 000 005
COMPLETE HOME RENTALS LLC	8801 N WESTERN AVE	OKLAHOMA CITY	OK	73114-2408	HARES LINCOLN BLVD 004 000 LOTS 36 & 37
CONNERS BRENDA W	712 E EUBANKS ST	OKLAHOMA CITY	OK	73105-7516	HARES LINCOLN BLVD 004 000 LOTS 17 & 18
					MCNABB & HUNT ADD 006 000 E50FT OF S137.5FT OF
COUNTER ARMANDA	645 NE 34TH ST	OKLAHOMA CITY	OK	73105-7505	N275FT
CRAWFORD SELENA MORLAN	806 MARILYN ST	OKLAHOMA CITY	OK	73105-7612	PARK TERRACE ADD 003 021
CRAWFORD WYNELL REV LIV TRUST	806 NE 35TH ST	OKLAHOMA CITY	OK	73105	PARK TERRACE ADD 004 002
DAVIS SHERILL D	PO BOX 18264	OKLAHOMA CITY	OK	73154	PARK TERRACE ADD 005 001
DEBOSE LEONARDO	6105 N WILDEWOOD DR	OKLAHOMA CITY	OK	73105	PARK TERRACE ADD 003 020
					MCNABB & HUNT ADD 006 000 W50FT OF E100FT OF
DURHAM BRENDA J	641 NE 34TH ST	OKLAHOMA CITY	OK	73105-7505	S137.5FT OF N275FT
EATMON JAMES RUSSELL	1801 NE 25TH ST	OKLAHOMA CITY	OK	73111-3341	DOWNING SCHMITT SUB 012 001

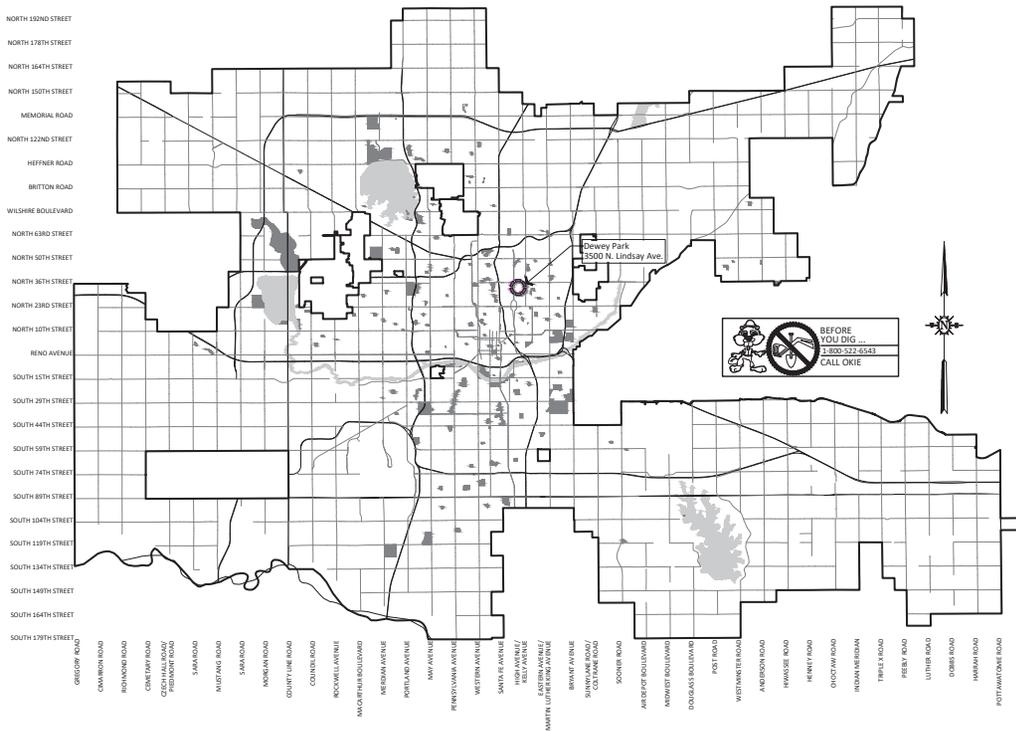
EDMUNDSON THEODORE & E FERGUSON THOMAS LEVI FOO CHELSEA ELIZABETH CARRINGTON REV LIV TRUST	811 MARILYN ST 1201 NE 69TH ST 2305 TANGLEWOOD 736 E EUBANKS ST	OKLAHOMA CITY OKLAHOMA CITY EDMOND OKLAHOMA CITY	OK OK OK OK	73105-7611 73111 73013 73105-7516	PARK TERRACE ADD 004 011 EX NELY 5FT MCNABB & HUNT ADD 006 000 E50FT OF N137.5FT DOWNING SCHMITT SUB 012 016 HARES LINCOLN BLVD 004 000 LOTS 5 & 6
FRENCH CONNECTION LLC GARRETT RODNEY L & CATRENNA Y GAULDING MICHELLE LENOIR TRUST GIPSON FELICIA GORE PROPERTIES LLC GREEN ELBERT L & MAGGIEANN W LIV TRUST HAD GS TRUST	2836 NW 14TH ST PO BOX 20839 4028 JASMINE FOX LN 808 E EUBANKS ST PO BOX 14783 12605 ARROWHEAD DR 737 NE 34TH TER	OKLAHOMA CITY OKLAHOMA CITY ARLINGTON OKLAHOMA CITY OKLAHOMA CITY OKLAHOMA CITY OKLAHOMA CITY OKLAHOMA CITY	OK OK TX OK OK OK OK OK	73107-4748 73156-0839 76005-4540 73105 73113 73120 73105	PARK TERRACE ADD 003 015 DOWNING SCHMITT SUB 012 021 HARES LINCOLN BLVD 004 000 LOTS 1 & 2 PARK TERRACE ADD 005 003 HARES LINCOLN BLVD 004 000 LOTS 47 & 48 HARES LINCOLN BLVD 003 000 LOTS 7 & 8 DOWNING SCHMITT SUB 012 010 PARK TERRACE ADD 004 012 EX A TRI TR OUT OF SE/C
HALL JULIUS C III & VELMA J HAMMONS HERSEY L JR & TINA L HARKINS JUANITA HARRIS RICHARD HAYES ELLA L HILL ARDIS	3508 N PHILLIPS AVE 414 N PARK ST 1700 NE 11TH ST 3518 N PHILLIPS AVE 637 NE 33RD ST 640 NE 34TH ST	OKLAHOMA CITY GUTHRIE OKLAHOMA CITY OKLAHOMA CITY OKLAHOMA CITY OKLAHOMA CITY	OK OK OK OK OK OK	73105-7517 73044-3676 73117-3604 73105-7517 73105-7501 73105-7506	BEING 7.61FT ON S & 15F ON ELY SIDE PARK TERRACE ADD 005 019 HARES LINCOLN BLVD 004 000 LOTS 7 & 8 PARK TERRACE ADD 004 014 W J LANDES SUB ADD 000 019 W J LANDES SUB ADD 000 002 MCNABB & HUNT ADD 006 000 W50FT OF E200FT OF
HILL BURDEN LINDA L HOLT MARY ETAL	1715 E VIRGINIA ST 704 EUBANKS ST	TULSA OKLAHOMA CITY	OK OK	74110 73105-7516	N137.5FT HARES LINCOLN BLVD 004 000 LOTS 21 & 22 PARK TERRACE ADD 004 000 PRT OF LOTS 9 & 10 BEING
HUNT EDDIE A JR JACKSON JESSE R JR & LOIS JACKSON STANLEY D & CAROLYN JENKINS LEROY	821 MARILYN ST 741 NE 35TH ST 812 NE 35TH ST 7200 BROADWAY EXT	OKLAHOMA CITY OKLAHOMA CITY OKLAHOMA CITY OKLAHOMA CITY	OK OK OK OK	73105 73105-7511 73105-7606 73116-9010	SWLY 60FT LOT 9 & NELY 10FT LOT 10 HARES LINCOLN BLVD 004 000 LOTS 45 & 46 PARK TERRACE ADD 004 003 HARES LINCOLN BLVD 003 000 LOTS 5 & 6 PARK TERRACE ADD 003 000 ALL LOT 19 & A TRI TR OUT OF W SIDE LOT 18 BEING 20FT ON S & EXTENDS TO
JONES ALBERT MILTON JUICE PROPERTIES LLC	801 NE 33RD ST PO BOX 721059	OKLAHOMA CITY OKLAHOMA CITY	OK OK	73105-7601 73172	NW/C LOT 18 HARES LINCOLN BLVD 004 000 LOTS 41 & 42 MCNABB & HUNT ADD 006 000 W50FT OF E150FT OF
KHALIL FAMILY REV TRUST KIRK LAWRENCE C & BEVERELY J LEGG PAULETTE LEMAR INVESTMENTS LLC LONG CANARY R ETAL	10504 WHITECHAPEL ST 7128 WOODRIDGE AVE 1918 NE 44TH ST 2204 OAK DR 4608 W PIONEER DR APT 318	OKLAHOMA CITY OKLAHOMA CITY OKLAHOMA CITY MOORE IRVING	OK OK OK OK TX	73162-6962 73132-6207 73111 73170 75061-3727	N137.5FT PARK TERRACE ADD 005 018 HARES LINCOLN BLVD 004 000 LOTS 31 THRU 33 DOWNING SCHMITT SUB 012 009 DOWNING SCHMITT SUB 012 014

MCKINNEY SARAH 2012 REV TRUST	PO BOX 18832	OKLAHOMA CITY	OK	73154-0832	HARES LINCOLN BLVD 004 000 LOTS 9 & 10
MOBLEY BARBARA J	728 NE 34TH TER	OKLAHOMA CITY	OK	73105-7508	DOWNING SCHMITT SUB 012 015
MORGAN JOSHUA & MADELINE	701 NE 35TH ST	OKLAHOMA CITY	OK	73105	HARES LINCOLN BLVD 004 000 LOTS 25 & 26
MORGAN RONALD SR	6600 NW 109TH ST	OKLAHOMA CITY	OK	73162	PARK TERRACE ADD 003 022
MOSLEY JULIUS	5400 CHARWOOD LN	OKLAHOMA CITY	OK	73135-4354	DOWNING SCHMITT SUB 012 006
MYLES MYRA L	632 NE 34TH ST	OKLAHOMA CITY	OK	73105	W J LANDES SUB ADD 000 004
N&C ENTERPRISE LC	3024 SW 95TH ST	OKLAHOMA CITY	OK	73159	DOWNING SCHMITT SUB 012 003
NEAL CHARLYN	421 NW 91ST ST	OKLAHOMA CITY	OK	73114-3503	PARK TERRACE ADD 004 004
NELSON KASSANDRA	818 MARILYN ST	OKLAHOMA CITY	OK	73105	PARK TERRACE ADD 003 024
NOLAN ALLIANCE GROUP LLC	1309 COFFEN AVE, Unit 4485	SHERIDAN	WY	82801	HARES LINCOLN BLVD 004 000 LOTS 15 & 16
OKC OPERATIONS LLC	10302 JUNIPER CREEK LN	LAS VEGAS	NV	89145-8831	PARK TERRACE ADD 003 017
OKLA CITY HOUSING AUTH	1700 NE 4TH ST	OKLAHOMA CITY	OK	73117	DOWNING SCHMITT SUB 012 000 LOT 22 EXEMPT
OLIPHANT RALPH	3514 N PHILLIPS AVE	OKLAHOMA CITY	OK	73105-7517	PARK TERRACE ADD 004 013
OMEGA INVESTMENTS LLC	20 NW 13TH ST, Unit 200	OKLAHOMA CITY	OK	73103	DOWNING SCHMITT SUB 012 004
ONEAL TRENTON ANDREW & SHELBY	641 NE 35TH ST	OKLAHOMA CITY	OK	73105-7509	HARES LINCOLN BLVD 003 000 LOTS 45 & 46
OPEN DOOR CATHEDRAL	621 E EUBANKS ST	OKLAHOMA CITY	OK	73105-7513	HARES LINCOLN BLVD 004 038
OVERSTREET CALLAR M	3405 SPRINGLAKE DR	OKLAHOMA CITY	OK	73105-7640	PARK TERRACE ADD 003 016
QUALITY PROPERTY SOLUTIONS LLC	4800 NE 48TH ST	OKLAHOMA CITY	OK	73121-6220	HARES LINCOLN BLVD 004 000 LOTS 39 & 40
REMEMBER REALTY LLC	2430 NE 122ND ST	EDMOND	OK	73013-5708	HARES LINCOLN BLVD 003 000 LOTS 43 & 44
REVEN HOUSING FUNDING 2 LLC	PO BOX 19201	JACKSONVILLE	FL	32245	PARK TERRACE ADD 004 001
RODICAN FAMILY REV LIV TRUST	2310 FAIRFIELD WAY	UPLAND	CA	91784	DOWNING SCHMITT SUB 012 008 MCNABB & HUNT ADD 006 000 W50FT OF E250FT OF
SACALXOTMENJIVAR NANCY	628 NE 35TH ST	OKLAHOMA CITY	OK	73105-7510	N137.5FT
SEAY WILLIAM E	8718 N SOONER RD	OKLAHOMA CITY	OK	73151-9240	HARES LINCOLN BLVD 003 000 LOTS 1 & 2
SERIES J OF SEMARIUM LLC	101 PARK AVE, Unit 1125	OKLAHOMA CITY	OK	73102	W J LANDES SUB ADD 000 021
SHASHONE ENTERPRISE LLC	2532 W I 44 SERVICE RD	OKLAHOMA CITY	OK	73112-3751	DOWNING SCHMITT SUB 012 017 MCNABB & HUNT ADD 006 000 W50FT OF E100FT OF
SHAW LESLIE S SR ETAL	640 NE 35TH ST	OKLAHOMA CITY	OK	73105	N137.5FT
SHELTON DARRELL REV TRUST	13832 NW 10TH CT	PEMBROOKE PINES	FL	33028	HARES LINCOLN BLVD 004 000 LOTS 11 & 12
SHOCOR PROPERTIES LLC	2208 E KAREN TER	MUSTANG	OK	73064	HARES LINCOLN BLVD 004 028
TB HOLDINGS LLC	2524 N BROADWAY, Unit 554 PMB 63496	EDMOND	OK	73034	PARK TERRACE ADD 005 021
TED PARKS LLC	PO BOX 700721	TULSA	OK	74170-0721	HARES LINCOLN BLVD 004 000 LOTS 23 & 24 MCNABB & HUNT ADD 006 000 W50FT OF E200FT OF
THOMPSON ESTER REV LIVING TRUST	1133 NE 59TH ST	OKLAHOMA CITY	OK	73111-7401	S137.5FT OF N275FT MCNABB & HUNT ADD 006 000 W50FT OF E250FT OF
THW ROLLOVER IRA LLC	630 STEEPLECHASE CT	RENO	NV	89521	S137.5FT OF N275FT
TSHITUNDU ZENAS N & AMBER	645 NE 35TH ST	OKLAHOMA CITY	OK	73105-7509	HARES LINCOLN BLVD 003 000 LOTS 47 & 48

TYLER VERA M	809 NE 35TH ST	OKLAHOMA CITY	OK	73105-7605	PARK TERRACE ADD 005 020
UGHANZE DOLENE A	720 E EUBANKS ST	OKLAHOMA CITY	OK	73105	HARES LINCOLN BLVD 004 000 LOTS 13 & 14
UNITY HOMES LLC	6008 NW 120TH CT	OKLAHOMA CITY	OK	73162-1955	PARK TERRACE ADD 004 000 LOT 6 EX SW15FT
VANCAUWENBERGH SHANNEZ	217 NW 91ST ST	OKLAHOMA CITY	OK	73114-3633	W J LANDES SUB ADD 000 018
WALLACE LONZO E & SERENA KATHLEEN	2913 EDINBURGH DR	EDMOND	OK	73013	DOWNING SCHMITT SUB 012 011
WARRIOR HOLDINGS LLC	8801 N WESTERN AVE	OKLAHOMA CITY	OK	73114-2408	HARES LINCOLN BLVD 004 000 LOTS 29 & 30
WATSON PHIL	4325 NE 20TH ST	OKLAHOMA CITY	OK	73121-7215	W J LANDES SUB ADD 000 020
WHITE TRACY JAMES	831 MARILYN ST	OKLAHOMA CITY	OK	73105	PARK TERRACE ADD 004 000 PT OF LOTS 6 & 7 BEG 5FT NELY FROM SLY/C LOT 7 TH NWLY 123.86FT NELY 76.38FT TH SELY 88.94FT TH SWLY 70FT TO BEG PARK TERRACE ADD 003 000 LOT 18 EX BEG SW/C TH
WHITNEY TAMMIE	805 NE 33RD ST	OKLAHOMA CITY	OK	73105-7601	E20FT NWLY TO NW/C LT 18 S142.62FT TO BEG
WILLIAMS VIVIAN L REV LIV TRUST	804 E EUBANKS ST	OKLAHOMA CITY	OK	73105	PARK TERRACE ADD 005 002
WILSON CHESTINE LAVONE	740 E EUBANKS ST	OKLAHOMA CITY	OK	73105	HARES LINCOLN BLVD 004 000 LOTS 3 & 4
WINSCOTT SIERRA	725 NE 34TH TER	OKLAHOMA CITY	OK	73105-7507	DOWNING SCHMITT SUB 012 007

PROJECT MP-0637 CAPITAL IMPROVEMENT PROJECT AND ARPA FUNDED PROJECT

PARK IMPROVEMENTS AT DEWEY PARK 3500 N LINDSAY AVENUE



The City of
OKLAHOMA CITY

DAVID HOLT Mayor

COUNCIL MEMBERS

BRADLEY CARTER	Ward 1
JAMES COOPER	Ward 2
BARBARA PECK	Ward 3
TODD STONE	Ward 4
MATT HINKLE	Ward 5
JOETH HANSON	Ward 6
NIKKI NICE	Ward 7
MARK K. STONECIPHER	Ward 8
CRAIG FREEMAN	City Manager
DEBORAH MILLER, P. E.,	City Engineer

SHEET INDEX

SHEET NO.	DESCRIPTION
G-101	Cover Sheet
G-201	General Notes
D-101	Details
D-102	Details
D-103	Details
D-104	Details
D-105	Details
L-101	Demolition
L-201	Layout Plan
L-301	Grading Plan
L-302	Erosion Control Plan
L-401	Landscape Plan

PLAN ISSUE

SHEETS ISSUED	ISSUE DATE	ISSUE DESCRIPTION
ALL	7/29/24	Plans issued for initial permit review
ALL	9/16/24	Revised plans for permit/Sealed Plans for Bid

ONE CALL UTILITY LOCATION NUMBER

840-5032 This number is to be used for information on the location of
1-800-522-6543 all underground utilities. Contact this number and other
 numbers specified in the plans prior to any excavation.

PREPARED BY
OKLAHOMA CITY PARKS & RECREATION DEPT.

Brandon K. Boydston
BRANDON K. BOYDSTON, REGISTERED PROFESSIONAL
LANDSCAPE ARCHITECT



NO. 396 DATE 9/16/24

RECOMMENDED FOR APPROVAL

MELINDA MCMILLAN-MILLER, CRP, DIRECTOR PARKS & RECREATION DATE _____

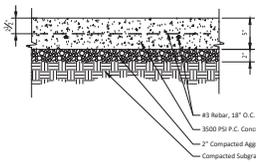
DEBORAH MILLER, P. E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER DATE _____

APPROVED AS FINAL PLANS

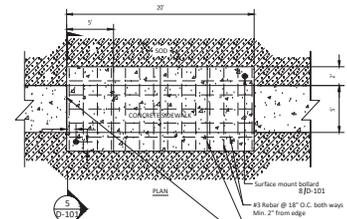
MAYOR DATE _____

CITY CLERK DATE _____

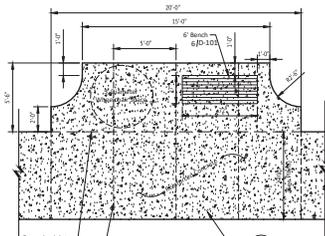
PROJECT NO. **XXXX**



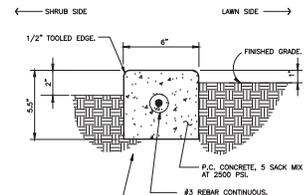
1 TYPICAL 5' REINFORCED CONCRETE WALK
1'-1/2" x 1'-0"



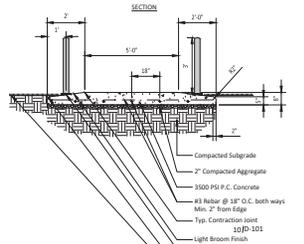
2 MOWER CROSSING (5' WALK)
3/8" x 1'-0"



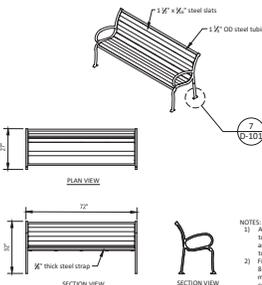
3 BENCH PAD FOR (6') SURFACE MOUNT BENCH
1/4" x 1'-0"



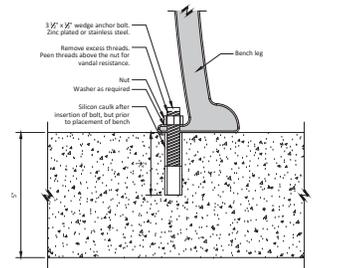
4 6' CONCRETE MOW STRIP
7' x 1'-0"



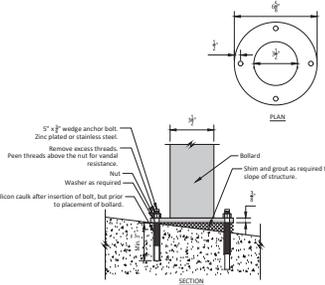
5 TYPE I MOWER CROSSING SECTION (5' WALK)
3/8" x 1'-0"



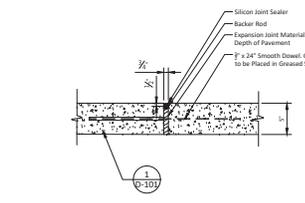
6 (6') SURFACE MOUNT BENCH
3/8" x 1'-0"



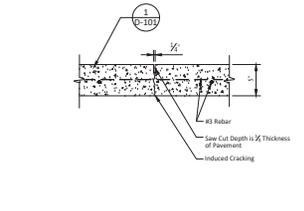
7 SURFACE MOUNT
6" x 1'-0"



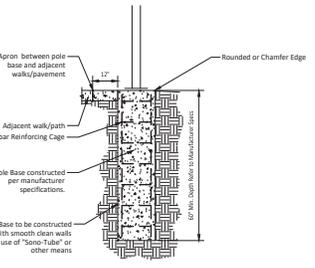
8 SURFACE MOUNT METAL BOLLARD
3" x 1'-0"



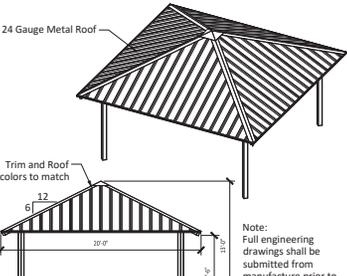
9 TYPICAL EXPANSION JOINT
1-1/2" x 1'-0"



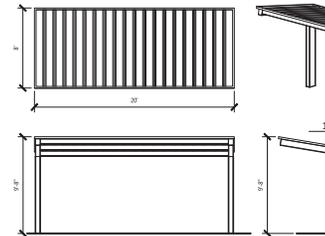
10 TYPICAL CONTRACTION JOINT
1-1/2" x 1'-0"



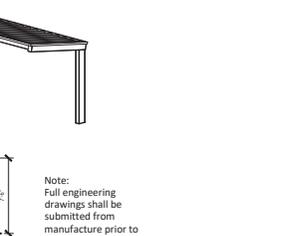
11 TYPICAL POLE BASE
1/2" x 1'-0"



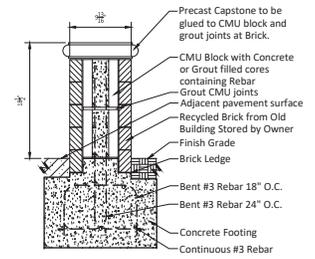
12 POLYGON 20X20 SHELTER
1" x 5'



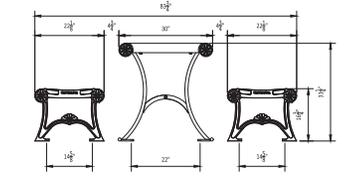
13 POLYGON 8X20 CANTILEVERED SHELTER
1" x 5'



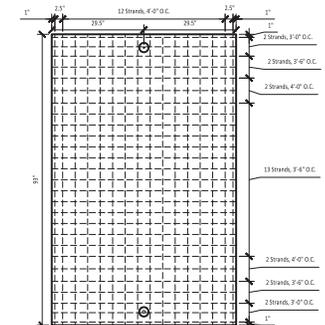
14 TYPICAL OUTDOOR BASKETBALL COURT
1/2" x 1'-0"



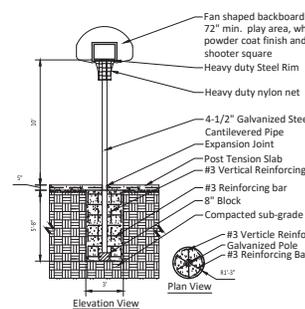
15 BRICK SEATWALL
1-1/2" x 1'-0"



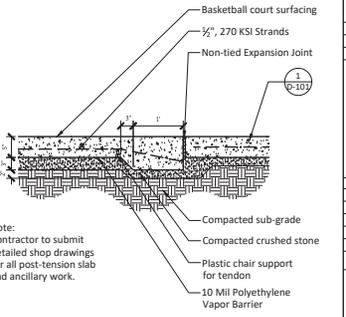
16 DUMOR 443 SERIES TABLE
3/4" x 1'-0"



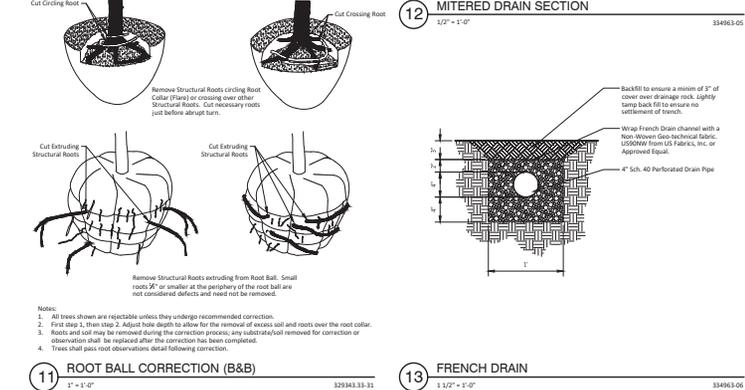
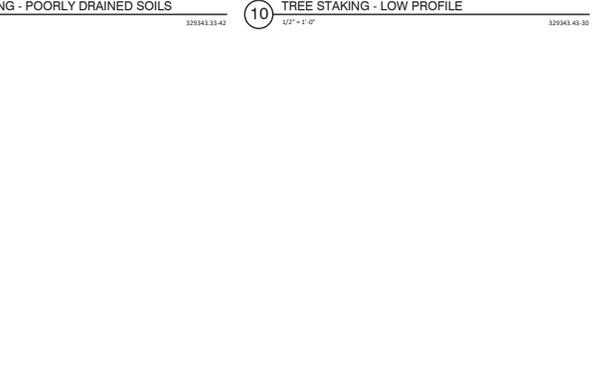
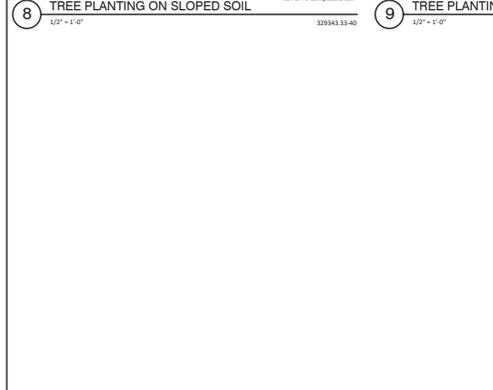
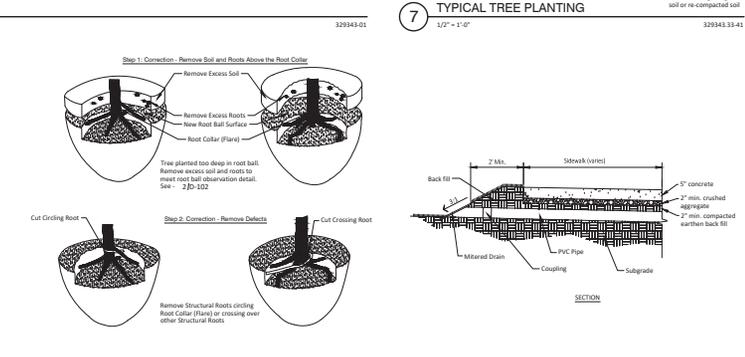
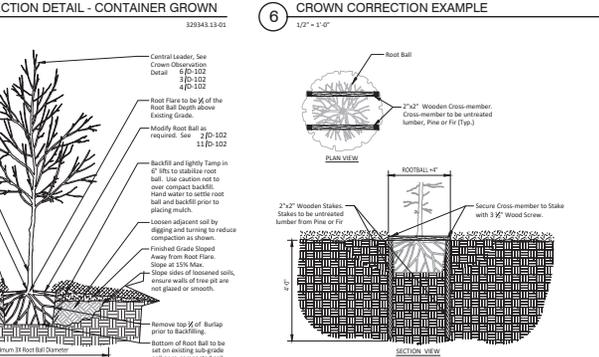
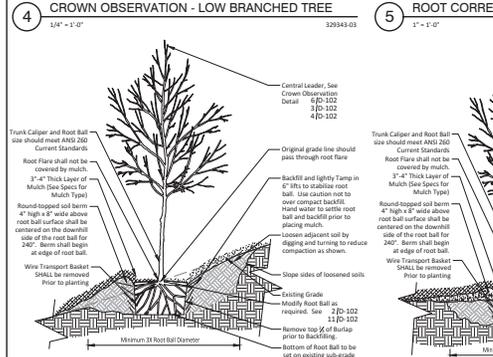
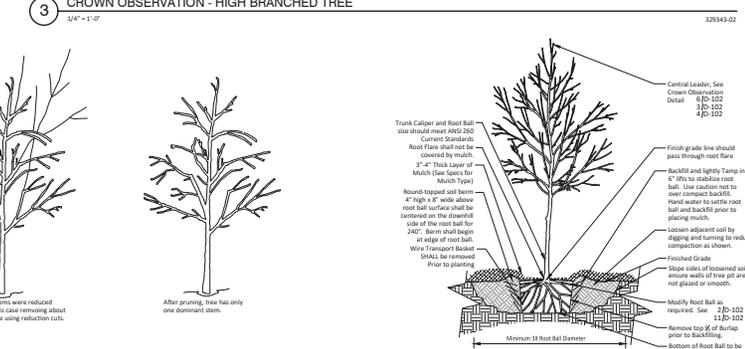
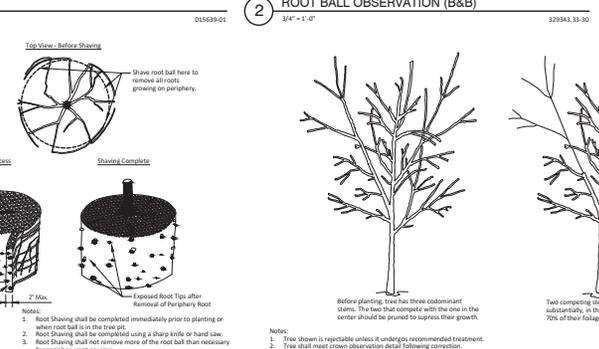
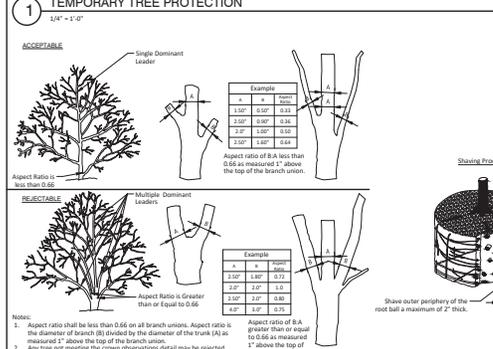
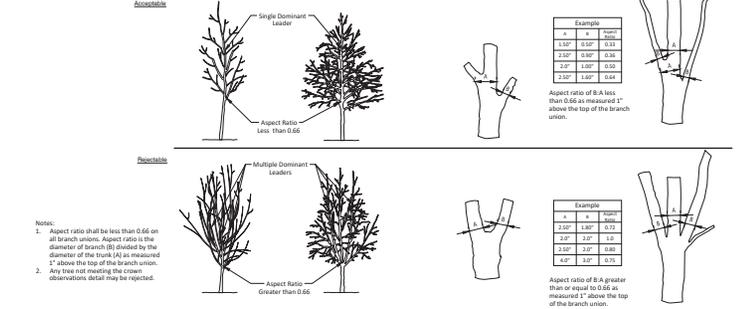
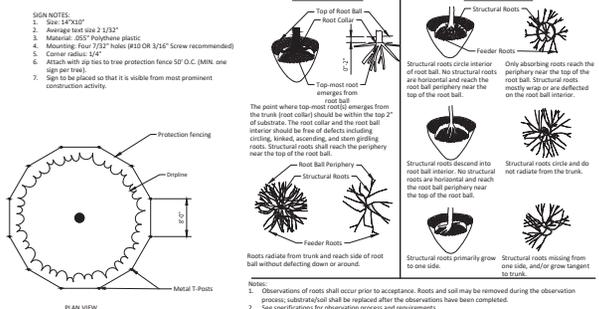
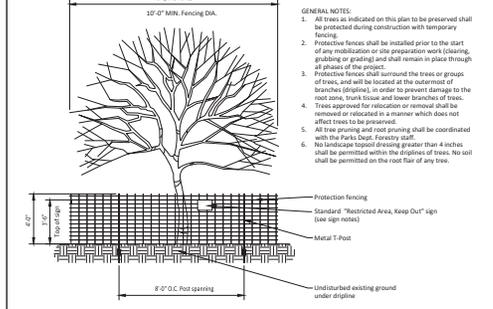
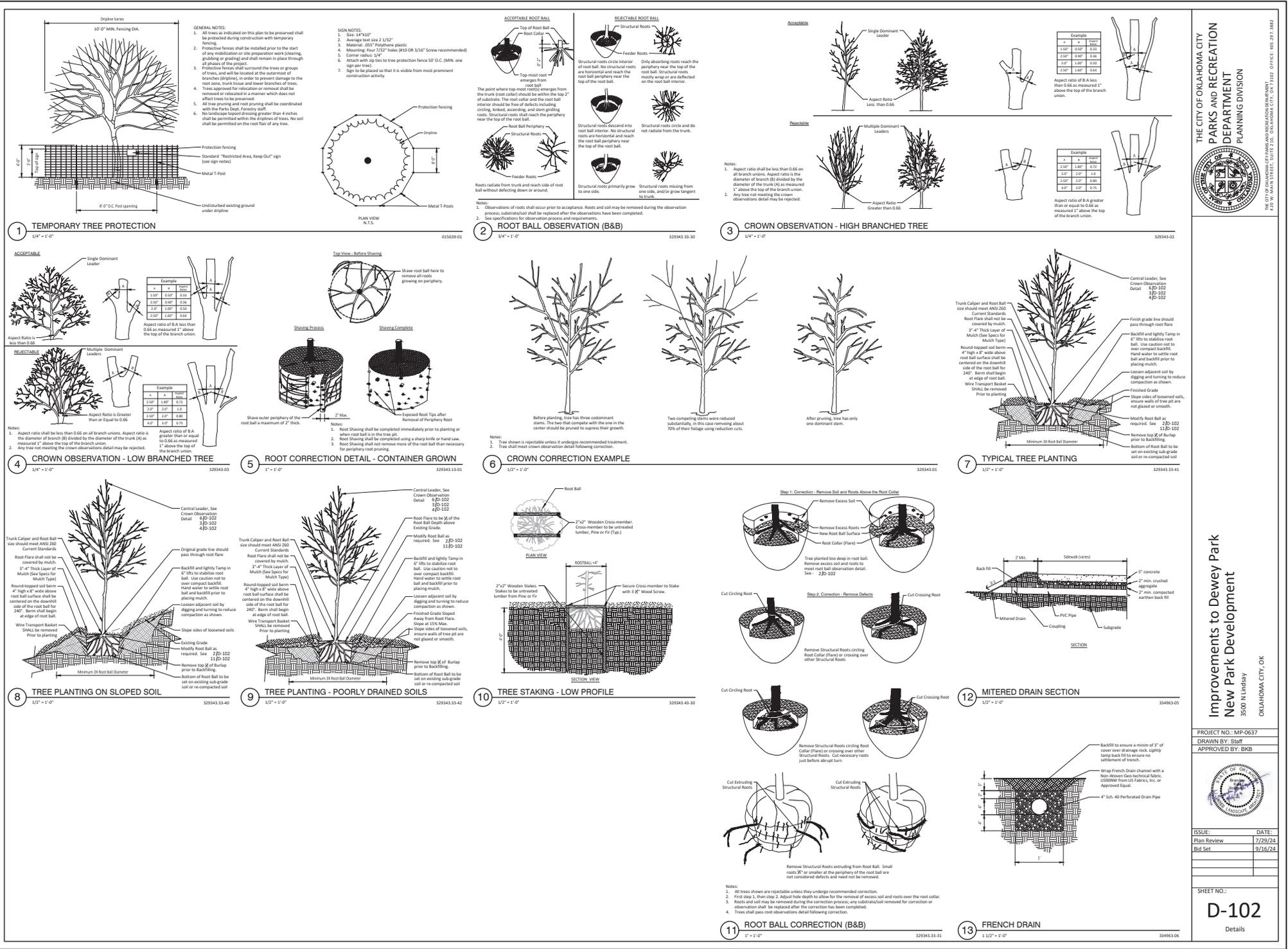
17 POST TENSION LAYOUT
1/2" x 1'-0"

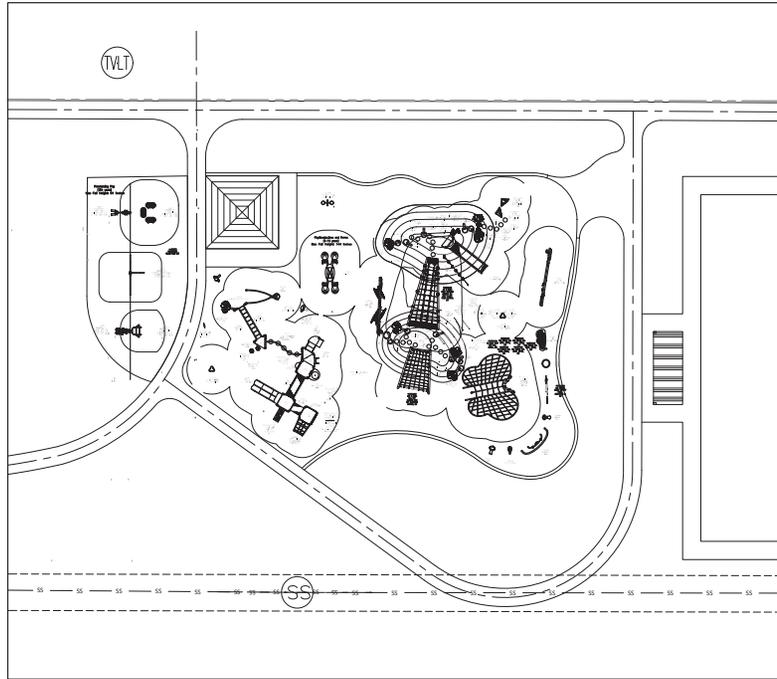


18 BASKETBALL GOAL DETAIL
3/4" x 1'-0"



19 POST TENSION SLAB
1" x 1'-0"





TOTAL ELEVATED PLAY COMPONENTS	13		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	10	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	18	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	14	REQUIRED	14



Okc Parks Dewey
Garden Play Area
Okc, OK

ACS Playground Adventures
Bryan Montgomery

SYSTEM TYPE:
Freestanding
DRAWING #:
1184425-01-02



THE MANUFACTURERS OF THIS AND ALL OTHER PLAY EQUIPMENT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PLAY EQUIPMENT TO MEET ALL APPLICABLE STANDARDS AND REGULATIONS.

THIS PLAY AREA IS PLAY EQUIPMENT DESIGNED FOR CHILDREN 5-12 YEARS OF AGE.

THE MANUFACTURERS OF THIS AND ALL OTHER PLAY EQUIPMENT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PLAY EQUIPMENT TO MEET ALL APPLICABLE STANDARDS AND REGULATIONS.

THE MANUFACTURERS OF THIS AND ALL OTHER PLAY EQUIPMENT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PLAY EQUIPMENT TO MEET ALL APPLICABLE STANDARDS AND REGULATIONS.

THE MANUFACTURERS OF THIS AND ALL OTHER PLAY EQUIPMENT SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE PLAY EQUIPMENT TO MEET ALL APPLICABLE STANDARDS AND REGULATIONS.

AREA OF ACCESSIBLE PLAY EQUIPMENT (SUGGESTED):
4,085 Sq Ft

DESIGNED BY:
VAO
4/10/24
CORPORATE: 1184425-01-02
LANDSCAPE: 1184425-01-02
BLANK: 4/10/24
DATE: 4/10/24

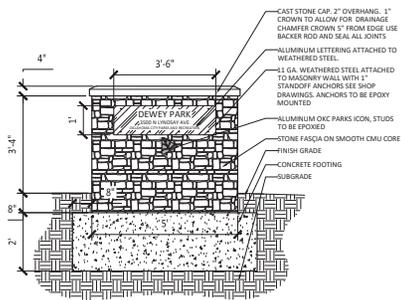
4/3/24	1184425-01-01	VAO
Date	Previous Drawing #	Initials

Improvements to Dewey Park
New Park Development
3500 N Lindsay
OKLAHOMA CITY, OK

PROJECT NO.: MP-0637

ISSUE:	DATE:
Plan Review	7/29/24
Bid Set	9/16/24

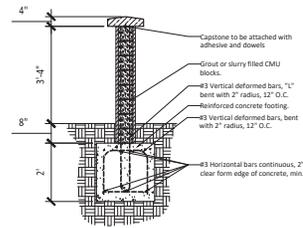
SHEET NO.:
D-104
Details



1 NEIGHBORHOOD PARK SIGN ELEVATION

1/2" = 1'-0"

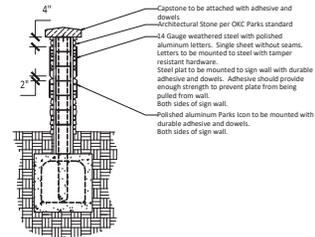
044313-01



2 NEIGHBORHOOD PARK SIGN SECTION

1/2" = 1'-0"

044313-02



3 NEIGHBORHOOD PARK SIGN SECTION - FINISHES

1/2" = 1'-0"

044313-03



Improvements to Dewey Park
 New Park Development

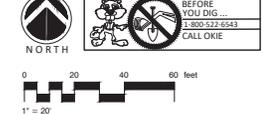
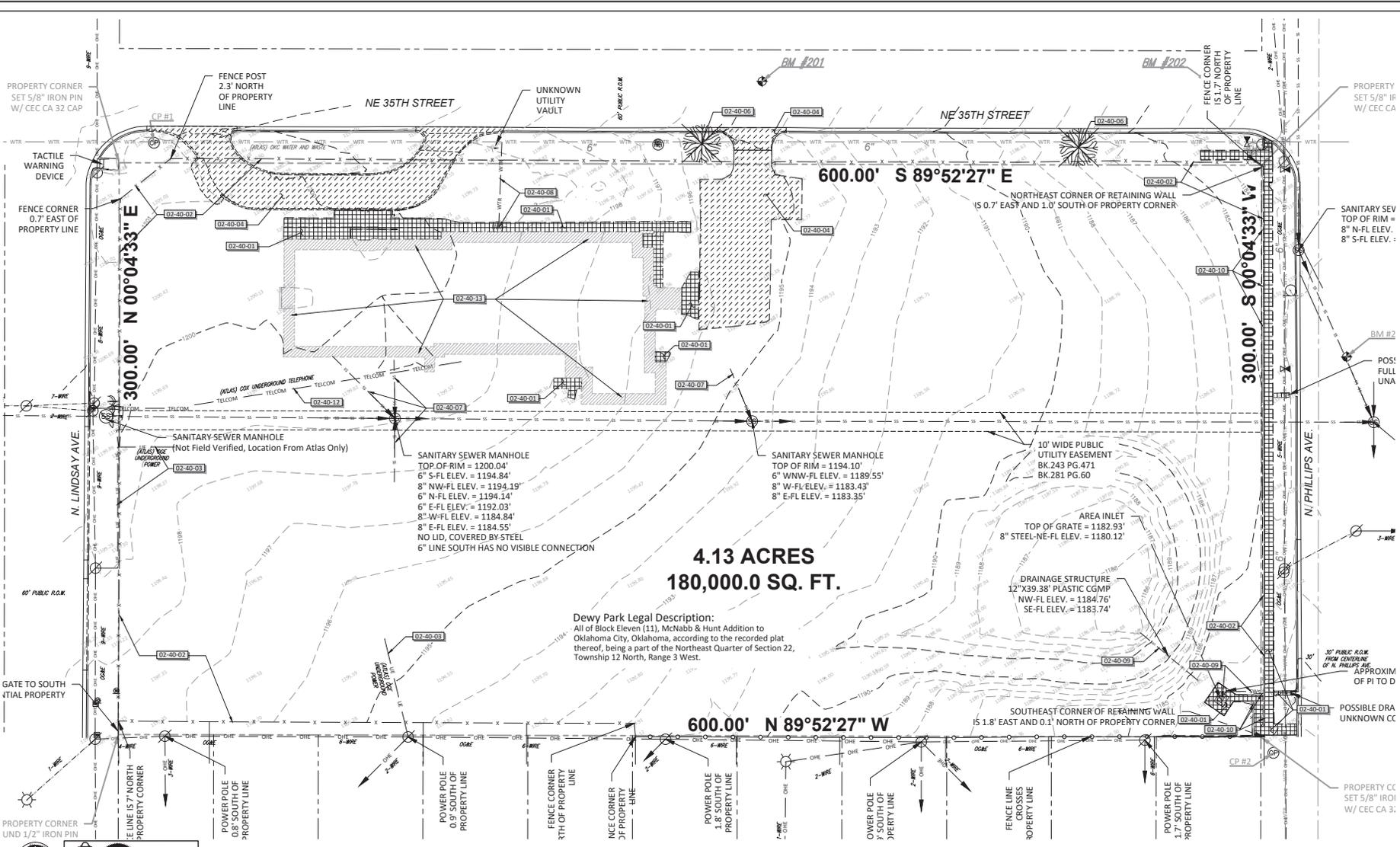
3500 N. Lindsay
 OKLAHOMA CITY, OK

PROJECT NO.: MP-0637
 DRAWN BY: Staff
 APPROVED BY: BKB



ISSUE:	DATE:
Bid Set	9/16/24

SHEET NO.:
D-105
 Details

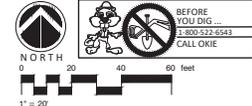
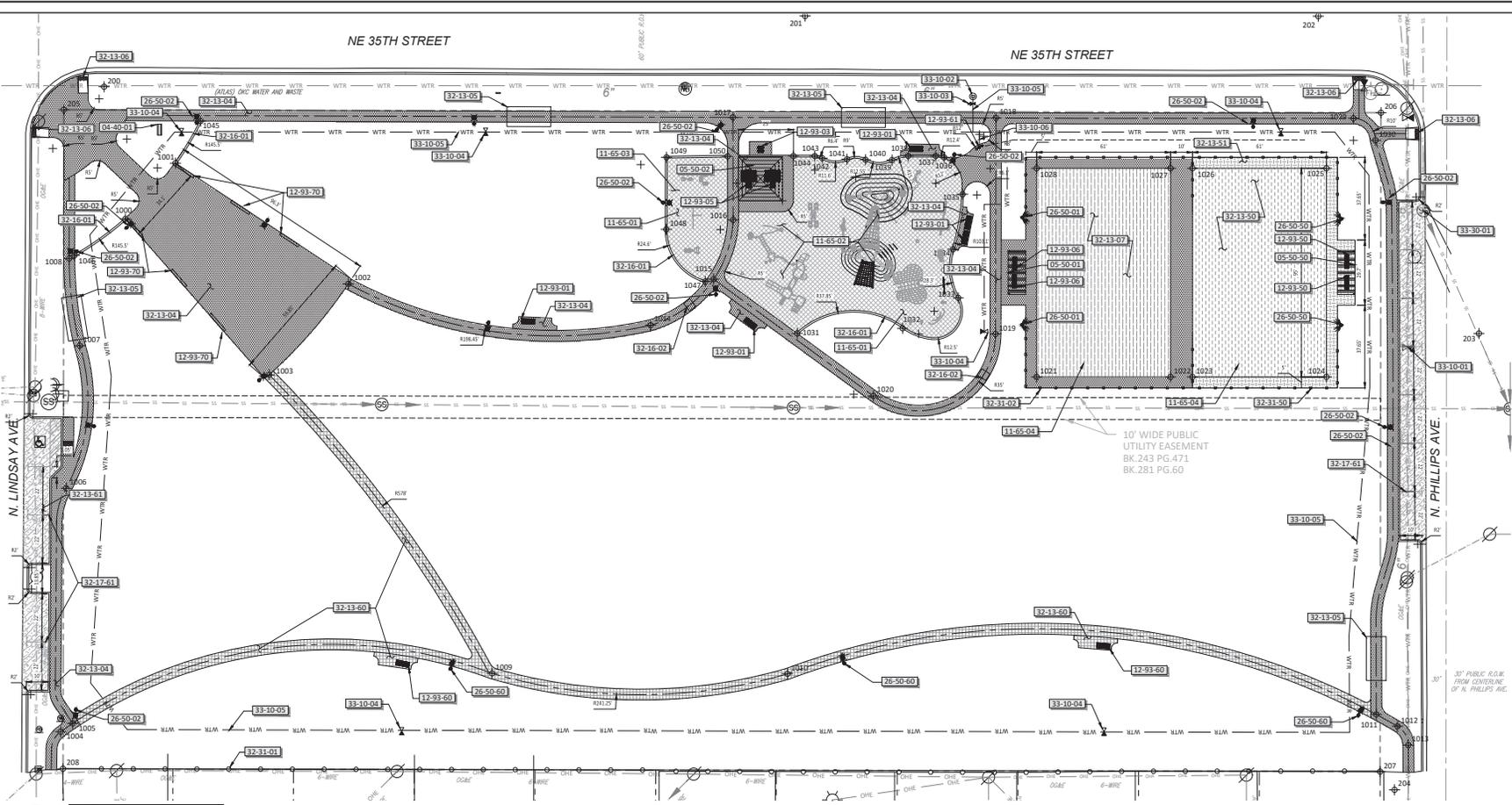


4.13 ACRES
180,000.0 SQ. FT.

Dewey Park Legal Description:
 All of Block Eleven (11), McNabb & Hunt Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof, being a part of the Northeast Quarter of Section 22, Township 12 North, Range 3 West.

02 EXISTING CONDITIONS SCHEDULE

CODE	DESCRIPTION	QTY	DETAIL
DEMOLITION			
02-40-01	Demolish and Remove Existing Concrete Walk as Shown. Extents of Demolish shall be Saw Cut to ensure a Clean Smooth Edge.	4,332 lf	
02-40-02	Remove existing chain link fence and posts. Disposal of debris.	1,443 lf	
02-40-03	Verify abandoned status and remove underground electrical service lines.	128 lf	
02-40-04	Demolish and remove existing asphalt drive as shown.	2,559 sf	
02-40-05	Demolish and remove curbs.	1,088 lf	
02-40-06	Tree to be removed.	2	
02-40-07	Demolish and remove abandoned sewer service line. Confirm abandoned status.	140 lf	
02-40-08	Demolish and remove Water Line and Meter. Cut and cap the water Service Line.	45 lf	
02-40-09	Remove stormwater pipe.	88 lf	
02-40-10	Demolish and remove Retaining Wall and Footings.	319 lf	
02-40-12	Remove abandoned Telecommunication Service line.	196 lf	
02-40-13	Demolition of Building by Others.		



04 MASONRY SCHEDULE

CODE	DESCRIPTION	QTY	DETAIL
04-00-01	Concrete Neighborhood Sign per OKC Park Sign Standards. Sign face information to contain the following: Dewey Park 3500 N. Lindsay Ave. Oklahoma City Parks and Recreation	1	1/0-105

11 EQUIPMENT SCHEDULE

CODE	DESCRIPTION	QTY	DETAIL
11-05-01	Synthetic Turf Safety Surfacing	8,098 sf	1/0-104
11-05-02	Playground Sand	1/0-104	
11-05-01	Adult Exercise Equipment	1/0-104	
11-05-04	Stripes and Mark Post-Tension Slab with Basketball Court Markings	1/0-101	

26 ELECTRICAL SCHEDULE

CODE	DESCRIPTION	QTY	DETAIL
26-50-01	GridShift Halo 150 Watt Solar Sports Light W/ Motion Activation and Auto Heating, 25' Fiberglass Pole Direct Bury	2	
26-50-02	GridShift Commander 40 Watt Solar Light W/ Motion activation on 14' Direct Bury Fiberglass Pole	7	
26-50-03	GridShift Halo 150 Watt Solar Sports Light W/ Motion Activation and Auto Heating, 25' Fiberglass Pole Direct Bury	2	
26-50-04	Alt. 2 - GridShift Commander 40 Watt Solar Light W/ Motion activation on 14' Direct Bury Fiberglass Pole	3	

12 FURNISHINGS SCHEDULE

CODE	DESCRIPTION	QTY	DETAIL
12-93-01	Dunor 58-60 Bench 58 with cast iron legs and with vertical contoured steel strap seating surface, 72in. length. Center armrest option and 96in. length option available, upon request. Frame: Black Textured Glass	5	7/0-101
12-93-01	Park BBQ Grill from Upbeat Site Furnishings (or Approved Equal)	1	
12-91-05	Dunor ADA 58 x 8 Steel ADA picnic table with 2 benches, 96in. table and 60in. benches. Table: Black Glass	2	16/0-101
12-93-00	Dunor 92-60 Backless bench 92 with cast iron legs and contoured strap seating surface, 96in. length. Frame: Black Textured Glass	2	7/0-101
12-93-50	Alt. 1 - Dunor 92-60 Backless bench 92 with cast iron legs and contoured strap seating surface, 96in. length. Frame: Black Textured Glass	2	7/0-101
12-93-60	Alt. 2 - Dunor 58-60 Bench 58 with cast iron legs and with vertical contoured steel strap seating surface, 72in. length. Center armrest option and 96in. length option available, upon request. Frame: Black Glass	6/0-101	
12-93-61	Alt. 2 - Willoughby Stainless Fountain with Bottle Fill, ADA Fountain, Pet Drinking Bowl, and Automatic Flush Valve. CWBF-3-HC-PET, Color - Parks Green	1	
12-93-70	Alt. 3 - Seat Wall using salvaged bricks from Old Dewey Building.	6	15/0-101

33 UTILITIES SCHEDULE

CODE	DESCRIPTION	QTY
33-10-01	Change Water Valve Box and Lid to Traffic Rated Valve Box and Lid.	1
33-10-03	Install new 2" Ingression Meter and Tap per City Standards and Specifications.	1
33-10-03	Install RFP Backflow preventer per standard City Standards and Specifications.	1
33-10-04	Rainbird Quick Coupler Valve with Locking Cap.	7
33-10-05	1/2" Water Line for Fountain	7184 ft
33-10-05	1/2" Water Line for Fountain	204
33-30-01	Change Existing Manhole Lid to a Non-Vented Lid as required for Manhole in parking.	205
33-30-01	Alt. 1 - GridShift Halo 150 Watt Solar Sports Light W/ Motion Activation and Auto Heating, 25' Fiberglass Pole Direct Bury	206
33-40-60	Alt. 2 - 4" PVC perforated drain pipes on gravel bed	140 ft

32 EXTERIOR IMPROVEMENTS SCHEDULE

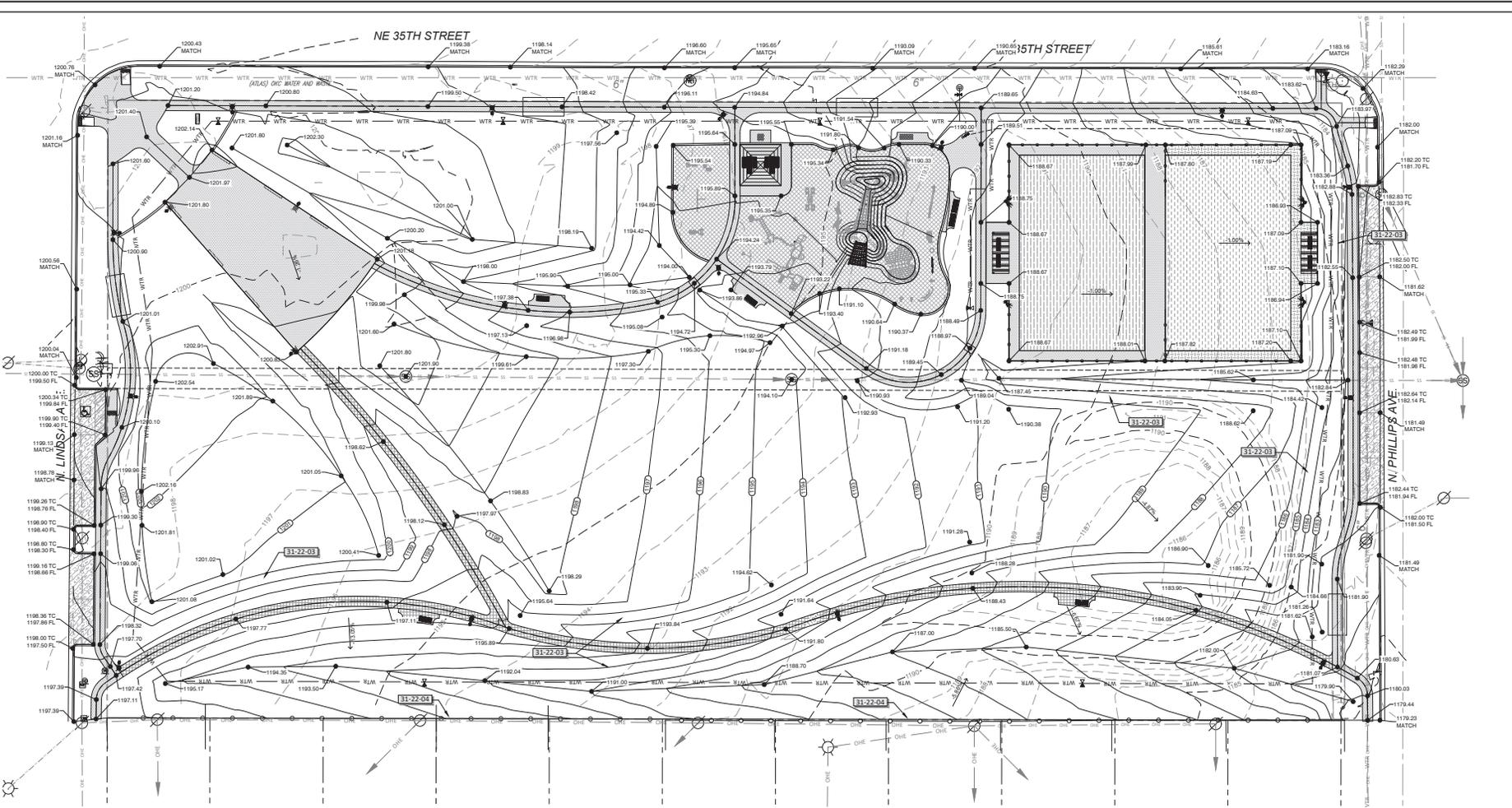
CODE	DESCRIPTION	QTY	DETAIL
32-13-04	5" Reinforced Concrete on 2" Compacted Gravel Base	36,577 sf	1/0-101
32-13-05	Standard 8" Thick Reinforced Concrete Mower Crossing for 5' Wide Concrete. 4' Wide	4	2/0-101
32-13-06	ADA Ramp with detectable warning. City Standard Type F	5	
32-13-07	Post Tension Concrete Slab	5,795 sf	17/0-101
32-13-07	Alt. 1 - Post Tension Concrete Slab	5,795 sf	17/0-101
32-13-51	Alt. 1 - 5" Reinforced Concrete on 2" Compacted Gravel Base	1,373 sf	1/0-101
32-13-51	Alt. 2 - 8" Thick Reinforced Concrete on 2" Compacted Gravel Base	4,071 sf	1/0-101
32-13-61	8" Wide Reinforced Concrete Mow Strip (Curb)	3,301 sf	4/0-101
32-16-01	Standard Flume under concrete path.	956 ft	
32-16-03	New 4" Curb & Gutter	929 ft	
32-16-04	Alt. 2 - New Curb & Gutter	338 ft	
32-16-04	Alt. 2 - 4" White White Paint for parking stripe per standard specifications.	153 ft	
32-17-61	Install 6" Chainlink Fence along property line to replace encroached fence.	271 ft	
32-31-02	Black Vinyl Coated Chain-link Fence 9' height with Footing and Mow Strip	252 ft	
32-31-02	Alt. 1 - Black Vinyl Coated Chain-link Fence 9' height with Footing and Mow Strip	182 ft	

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
3000	N 184466.87	E 2117016.69	
3001	N 184496.28	E 2117009.65	
3002	N 184496.33	E 2117179.21	
3003	N 184506.04	E 2117142.64	
3004	N 184232.43	E 2117047.24	
3005	N 184236.27	E 2117002.64	
3006	N 184341.25	E 2117049.7	
3007	N 184408.02	E 2117005.88	
3008	N 184467.87	E 2117011.04	
3009	N 184296.32	E 2117046.69	
3010	N 184248.77	E 2117179.27	
3011	N 184296.32	E 2117061.61	
3012	N 184234.88	E 2117056.55	
3013	N 184236.27	E 2117061.61	
3014	N 184415.5	E 2117315.91	
3015	N 184436.45	E 2117344.63	
3016	N 184405.46	E 2117353.32	
3017	N 184415.51	E 2117353.82	
3018	N 184511.87	E 2117473.23	
3019	N 184413.49	E 2117479.69	
3020	N 184385.3	E 2117417.29	
3021	N 184393.05	E 2117461.77	
3022	N 184393.05	E 2117552.77	
3023	N 184393.05	E 2117562.77	
3024	N 184393.05	E 2117623.77	
3025	N 184488.95	E 2117623.77	
3026	N 184488.95	E 2117662.77	
3027	N 184488.95	E 2117652.77	
3028	N 184488.95	E 2117491.77	
3029	N 184511.88	E 2117638.1	
3030	N 184501.71	E 2117646.11	
3031	N 184411.81	E 2117382.79	
3032	N 184501.71	E 2117430.71	
3033	N 184427.17	E 2117456.05	
3034	N 184451.06	E 2117453.69	
3035	N 184497.13	E 2117458.07	
3036	N 184493.02	E 2117458.07	
3037	N 184494.54	E 2117445.79	
3038	N 184494.54	E 2117433.27	
3039	N 184492.69	E 2117425.47	
3040	N 184494.84	E 2117413.13	
3041	N 184495.05	E 2117405.38	
3042	N 184495.05	E 2117394.69	
3043	N 184494.54	E 2117390.71	
3044	N 184494.54	E 2117388.62	
3045	N 184510.44	E 2117110.89	
3046	N 184440.27	E 2117053.44	
3047	N 184497.43	E 2117049.82	
3048	N 184466.13	E 2117048.63	
3049	N 184493.05	E 2117032.39	
3050	N 184494.4	E 2117030.06	

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
3000	5/8 Iron Pin W/ESC CP Cap	N 184626.05	E 2117066.05
3001	Elev. 1201.279		
3002	Cap "C" in Top of Curb	N 184558.29	E 2117086.3
3003	Elev. 1184.67		
3004	Cap "C" in Top of Curb Elev. 1183.75	N 184558.17	E 2117200.06
3005	5/8 Iron Pin W/ESC CP Cap Elev. 1179.36	N 184413.73	E 2117059.26
3006	Prop. Corner 5/8 Iron Pin W/ESC CA 32 Cap	N 184500.95	E 2117054.81
3007	Prop. Corner 5/8 Iron Pin W/ESC CA 32 Cap	N 184515.57	E 2117048.63
3008	Prop. Corner 5/8 Iron Pin W/ESC CA 32 Cap	N 184514.25	E 2117048.63
3009	Prop. Corner 1/2 Iron Pin W/ Square Top	N 184214.25	E 2117048.33
3010	City Brass Cap 246 NE 36th E of Early Elev. 1179.24	N 185209.42	E 2119147.76



BEFORE YOU DIG, CALL OKIE

1-800-522-4543

NORTH

0 30 60 90 feet

1" = 30'

31 EARTHWORK SCHEDULE

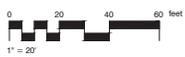
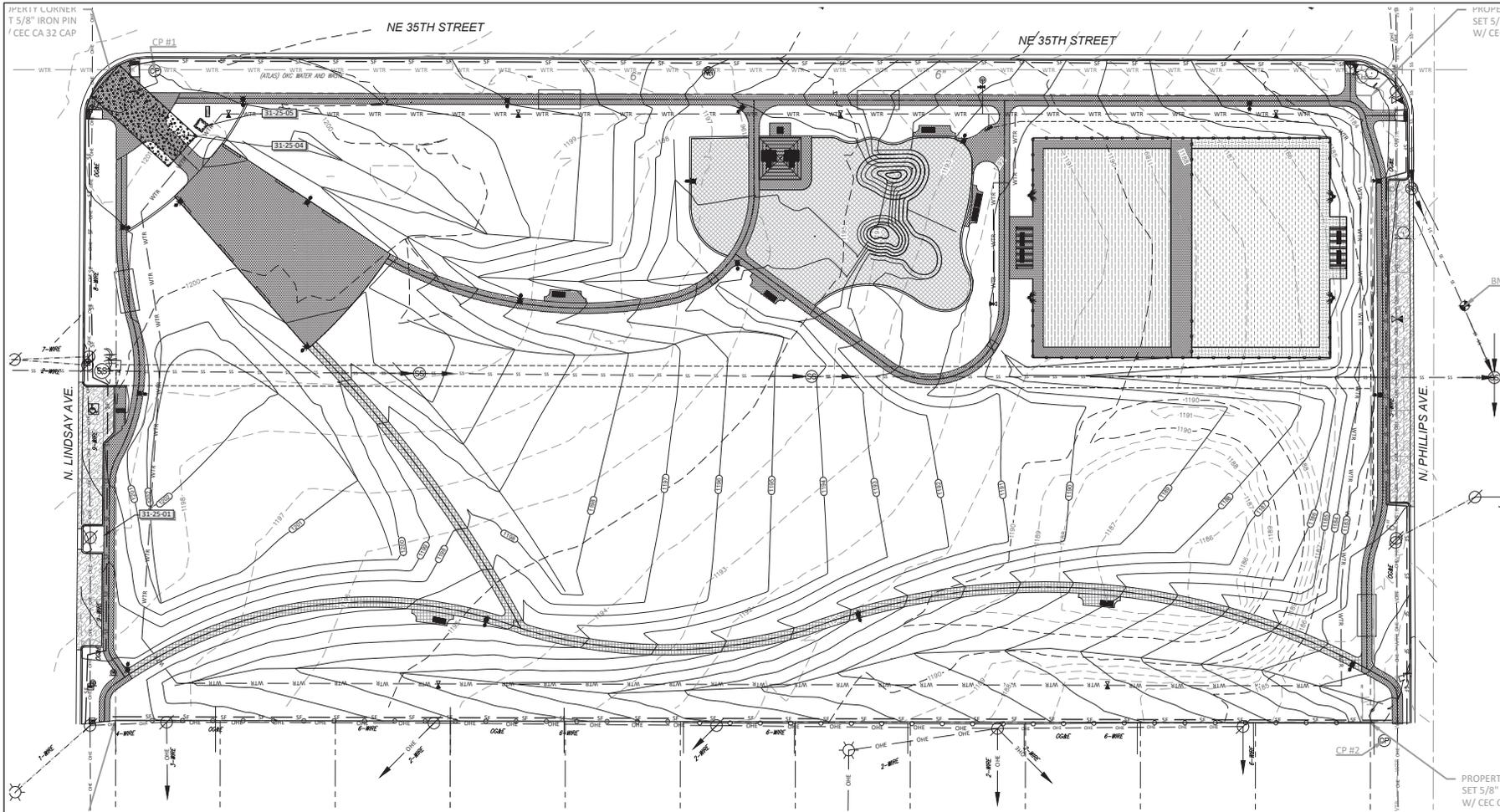
SYMBOL	GRADING DESCRIPTION	Cubic Yards
31-22-03	Unclassified Excavation - Cut	5,084
31-22-04	4:1 Max Side Slope	
31-22-05	Provide smooth transitions from proposed surfaces to existing grades.	

PROJECT NO.: MP-0637
 DRAWN BY: Staff
 APPROVED BY: BKB



ISSUE: DATE:
 Plan Review 7/29/24
 Bid Set 9/16/24

SHEET NO.:
L-301
 Grading Plan



31 EARTHWORK SCHEDULE

SYMBOL	EROSION AND SEDIMENTATION CONTROLS DESCRIPTION	QTY	DETAIL
	Erosion Control - Temporary Silt Fence	1,853 LF	1/0-103
	Construction Entrance per city Spec	1	3/0-103
	Concrete Wash-Out	1	9/0-103

THE CITY OF OKLAHOMA CITY
 PARKS AND RECREATION
 DEPARTMENT
 PLANNING DIVISION



THE CITY OF OKLAHOMA CITY PLANNING DIVISION
 430 W. MAIN STREET, SUITE 210, OKLAHOMA CITY, OK 73102 OFFICE: 405.597.8882

**Improvements to Dewey Park
 New Park Development**
 3500 N Lindsay
 OKLAHOMA CITY, OK

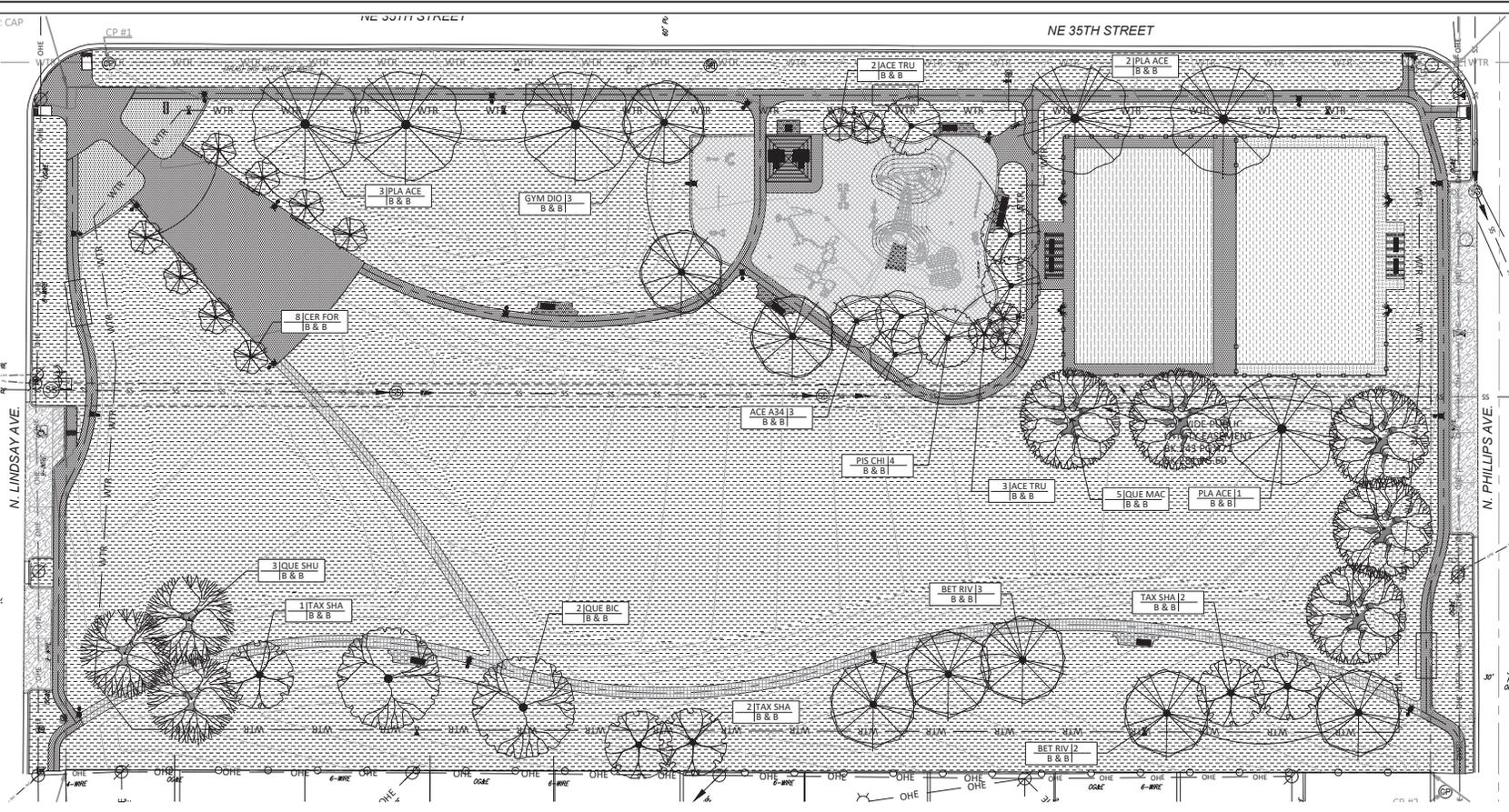
PROJECT NO.: MP-0637
 DRAWN BY: Staff
 APPROVED BY: BKB



ISSUE: DATE:
 Plan Review 7/29/24
 Bid Set 9/16/24

SHEET NO.:

L-302
 Erosion Control Plan



Dewey Park Development Description:
 Impervious area 57,090 SF
 Pervious area 153,922 SF
 Disturbance Total 211,012 SF

PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
TREES				
ACE ASA	3	Acer saccharum / Adams Splendor / Caddis Sugar Maple	0.8.8	2'cal
ACE TRU	5	Acer truncatum / Shantung Maple	0.8.8	2'cal
BET RIV	5	Betula nigra / River Birch	0.8.8	2'cal
CEN OAK	8	Quercus laevis / Swamp White Oak	0.8.8	2'cal
GYM DID	3	Gymnocladia dioica / Kentucky Coffeetree	0.8.8	2'cal
PIG CHI	4	Platanus chinensis / Chinese Platanus	0.8.8	2'cal
PLA ACE	6	Platanus acerifolia / London Plane Tree	0.8.8	2'cal
QUE SEC	2	Quercus laevis / Swamp White Oak	0.8.8	2'cal
QUE MAC	5	Quercus macrocarpa / Bur Oak	0.8.8	2'cal
QUE SHU	3	Quercus shumardii / Shumard Red Oak	0.8.8	2'cal
TAX SHA	5	Taxodium distichum / Shawnee Blower TM / Bald Cypress	0.8.8	2'cal

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME
GROUND COVERS			
[Symbol]	BUC COD	152,609 sf	Buchloe dactyloides / Cody / Buffalo Grass
[Symbol]	LOL MUL	1,439 sf	Lolium multiflorum / Italian Ryegrass

**Improvements to Dewey Park
 New Park Development**
 3500 N Lindsay
 OKLAHOMA CITY, OK

PROJECT NO.: MP-0637
 DRAWN BY: Staff
 APPROVED BY: BKB



ISSUE: DATE:
 Plan Review 7/29/24
 Bid Set 9/16/24

SHEET NO.:
L-401
 Landscape Plan



Oklahoma County
 Maressa Treat, County Clerk
 320 Robert S. Kerr
 Room 203
 Oklahoma City, OK 73102
 405-713-1540

Receipt: 23187189

Product	Name	Extended
DEED	DEED	\$0.00
	# Pages	2
	Document #	2023122201166422
	Document Info:	B: 15635 P: 673
	Document Info:	CITY OF OKLAHOMA CITY-CITY CLERK
	Exempt?	true
	Print Doc Stamp Label?	false
Total		\$0.00
Change (Cash)		\$0.00

Thank you!

Natalie Reid

From: Black, Leticia (Letty) <CCLETBLA@oklahomacounty.org>
Sent: Monday, December 4, 2023 4:33 PM
To: Natalie Reid
Cc: Skylar Conner
Subject: RE: [External]FW: 2181671: 3500 N Lindsay Ave, Oklahoma City, OK 73105:- City of Oklahoma City - Oklahoma City Public Schools

X
Natalie, I just check on this and we will accept deeds from City or State government entities without the affidavit.



Letty Black
Director of UCC/Real Estate
Office of Maressa Treat
Oklahoma County Clerk
P: 405.713.1801
[Oklahoma County Clerk Website](#)

From: Natalie Reid <Natalie.Reid@stewart.com>
Sent: Monday, December 4, 2023 4:25 PM
To: Black, Leticia (Letty) <CCLETBLA@oklahomacounty.org>
Cc: Skylar Conner <Skylar.Conner@stewart.com>
Subject: [External]FW: 2181671: 3500 N Lindsay Ave, Oklahoma City, OK 73105:- City of Oklahoma City - Oklahoma City Public Schools

X
CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, thank you for taking my call. See email below and deed attached. Let me know if you agree, we close for many of the City and State Departments. No recording fees, doc stamp fees and now, it appears as no affidavits needed.

From: Bradley Clark <Bradley.Clark@oag.ok.gov>
Sent: Monday, December 4, 2023 3:19 PM
To: Natalie Reid <Natalie.Reid@stewart.com>
Cc: Skylar Conner <Skylar.Conner@stewart.com>; Tyla Beach <Tyla.Beach@stewart.com>
Subject: [External] RE: 2181671: 3500 N Lindsay Ave, Oklahoma City, OK 73105:- City of Oklahoma City - Oklahoma City Public Schools

Good afternoon.

Our office does not interpret the affidavit requirements to apply to a governmental entity. Whereas section 121 initially states that it applies to any deed, the following modifying language provides that the individual executing the affidavit attests to compliance on behalf of the person, business entity, or trust. Accordingly, because a governmental entity is neither a person, business entity, nor a trust, this office does not interpret section 121 to

Natalie Reid

From: Bradley Clark <Bradley.Clark@oag.ok.gov>
Sent: Monday, December 4, 2023 3:19 PM
To: Natalie Reid
Cc: Skylar Conner; Tyla Beach
Subject: [External] RE: 2181671: 3500 N Lindsay Ave, Oklahoma City, OK 73105:- City of Oklahoma City - Oklahoma City Public Schools

Good afternoon.

Our office does not interpret the affidavit requirements to apply to a governmental entity. Whereas section 121 initially states that it applies to any deed, the following modifying language provides that the individual executing the affidavit attests to compliance on behalf of the person, business entity, or trust. Accordingly, because a governmental entity is neither a person, business entity, nor a trust, this office does not interpret section 121 to require a governmental entity to execute the affidavit when recording a deed. This includes tribal governments and, by extension, Fannie Mae and Freddie Mac.



Brad Clark
Office of the Oklahoma Attorney General
(405) 651-3515 cell
(405) 522-3082 direct
(405) 521-3921 main
www.oag.ok.gov

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From: Natalie Reid <Natalie.Reid@stewart.com>
Sent: Monday, December 4, 2023 3:10 PM
To: Bradley Clark <Bradley.Clark@oag.ok.gov>
Cc: Skylar Conner <Skylar.Conner@stewart.com>; Tyla Beach <Tyla.Beach@stewart.com>
Subject: [EXTERNAL] RE: 2181671: 3500 N Lindsay Ave, Oklahoma City, OK 73105:- City of Oklahoma City - Oklahoma City Public Schools

Good afternoon Mr. Clark, would it be possible to get a letter or an email response from you stating the information below regarding the need for the attached affidavits to be signed if the buyer is the City of State. Would this apply if the City or State was selling property and that new buyer would still have to sign an affidavit, correct? Our office closes for several of the City and State offices and we will include a letter or your email with the deeds we send in for recording for the City or State departments we close for. Let me know if you can help. We just got a kick back on a deed we tried to record in Pott County today for the State of Oklahoma, we are being told we have to pay filing fees for the deed. Every county is a fight. Carter county affixed doc stamps to a deed we recorded for property the State purchased in October even through we have the exemption language on the deed and included the statute. We have yet been able to get our

The City of Oklahoma City, a municipal corporation
Office of City Clerk
Municipal Building
200 North Walker Ave.
Oklahoma City, OK 73102

TB



August 15, 2024

The City of Oklahoma City, a municipal corporation
Office of City Clerk
Municipal Building
200 North Walker Ave.
Oklahoma City, OK 73102

File No.: 2181671
Property Address: 3500 N Lindsay Ave, Oklahoma City, OK 73105

Congratulations on the completion of your recent real estate purchase. The enclosed policy of title insurance should be kept with your other important records regarding this transaction.

Everyone at Stewart Title of Oklahoma, Inc. is always committed to providing you with the professionalism and expertise that you desire. Should you have any questions regarding your policy of title insurance, please do not hesitate to call.

Enclosed please find the following:

Owner's Policy Warranty Deed Quitclaim Deed Other Documents

Sincerely,

Stewart Title of Oklahoma, Inc.



ALTA OWNER’S POLICY OF TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

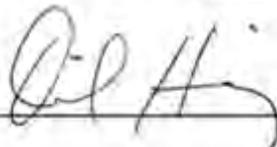


 Authorized Counter Signature
 Stewart Title of Oklahoma, Inc.
 1101 N Broadway, Suite 200
 Oklahoma City, OK 73103





 Frederick H. Eppinger
 President and CEO



 David Hisey
 Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
- a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or Entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one

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File No. 2181671

9010 ALTA Owner's Policy of Title Insurance (07-01-2021)

Policy Serial No.: O-9010-233779

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evidenced by electronic means authorized by law.

- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or Entity that is not the Insured and acquires the Title or an obligation secured by a purchase money mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

- i. the Amount of Insurance; or
- ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:

- i. the Amount of Insurance will be increased by 15%; and

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File No. 2181671

9010 ALTA Owner's Policy of Title Insurance (07-01-2021)

Policy Serial No.: O-9010-233779

Page 5 of 11



- ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will

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9010 ALTA Owner's Policy of Title Insurance (07-01-2021)

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be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Stewart Title Guaranty Company; Attention: Claims Department, P. O. Box 2029, Houston, Texas 77252-2029.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

**ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: Stewart Title of Oklahoma, Inc.
Issuing Office: 1101 N Broadway, Suite 200, Oklahoma City, OK 73103
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 2181671
Property Address: 3500 N Lindsay Ave, Oklahoma City, OK 73105

Name and Address of Title Insurance Company:

Stewart Title Guaranty Company
P.O. Box 2029
Houston, TX 77252-2029

Policy No.: O-9010-233779

Amount of Insurance: \$350,000.00

Date of Policy: December 22, 2023 at 9:09 a.m.

1. The Insured is:

The City of Oklahoma City

2. The estate or interest in the Land insured by this policy is:

FEE SIMPLE

3. The Title is vested in:

The City of Oklahoma City

4. The Land is described as follows:

See Exhibit "A" Attached Hereto

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ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2181671

Policy No.: O-9010-233779

Block Eleven (11) of McNabb and Hunt Addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

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**ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE B**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2181671

Policy No.: O-9010-233779

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Easements, or claims of easements, visible on the property or not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Taxes for the year 2024 the amount of which is not ascertainable or payable.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
6. Riparian or water rights, claims, or title to water whether or not shown by the public records.
7. Dedication and Plat of McNabb and Hunt Addition to Oklahoma City, O.T., recorded at [Book 4 of Plats, Page 21](#) (entry 29); instrument apparently vacating some part of same on January 31, 1911, recorded at [Book 12, Page 97](#) (nia), as disclosed on Plat recorded at [Book 4 of Plats, Page 21](#).
8. All easements, building set back lines, limitations on access, notes and other matters shown on or set forth in the [recorded Plat](#) (entry 30).
9. Affidavit recorded at [Book 42, Page 565](#) (entry 31).
10. Easement in favor of the City of Oklahoma City recorded at [Book 243, Page 471](#) (entry 50).
11. Easement in favor of the City of Oklahoma City recorded at [Book 281, Page 60](#) (entry 51).
12. Report of Commissioners filed in District Court of Oklahoma County Case No. 55410 and recorded at [Book 109, Page 94](#) (entry 53) and [Order Nunc Pro Tunc dated May 11, 1936](#) and filed in said case (entry 55).
13. Right of Way Agreement in favor of Standish Pipe Line Company recorded at [Book 398, Page 2](#) (entry 61), subject to assignments of record.
14. Easement in favor of the City of Oklahoma City recorded at [Book 992, Page 229](#) (entry 68).

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ALTA OWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

15. Rights of parties in possession as tenants under unrecorded leases and of parties claiming by, through or under them.

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STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice (“Notice”) explains how we and our affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver’s license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates’, and others’ products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”), dated as of the 7TH of NOVEMBER, 2023, by and between **Independent School District No. 89 of Oklahoma County, Oklahoma A/K/A Oklahoma City Public Schools**, (“SELLER”), and **The City of Oklahoma City, a municipal corporation**, (“BUYER”).

WITNESSETH

1. **Property.** For and in consideration of the mutual covenants and agreements hereinafter set forth, BUYER agrees to purchase from SELLER and SELLER agrees to sell, transfer and convey to BUYER that certain tracts of real property (excluding any oil & gas mineral interests) situated in Oklahoma County, Oklahoma to wit (hereinafter “Property”):

All of Block Eleven (11), McNabb & Hunt Addition to Oklahoma City, Oklahoma, according to the recorded plat thereof, being a part of the Northeast Quarter of Section 22, Township 12 North, Range 3 West.

2. **Purchase Price.** The purchase price which BUYER shall pay to SELLER for the Property shall be paid at the time of closing by check in the amount of Three Hundred Fifty Thousand Dollars and No/100 (\$350,000.00), less appropriations, apportionments, and adjustments as provided herein.

3. **Time and Place of Closing.** Unless otherwise agreed to in writing by BUYER and SELLER, Closing shall take place forty-five (45) calendars days from the BUYER executing this Agreement. Closing shall take place at the offices of **Stewart Title of Oklahoma, 701 N. Broadway Avenue, Suite 300, Oklahoma City, Oklahoma 73102**, or at such other location that is mutually agreeable to both parties.

4. **Apportionments and Adjustments.** The following items are to be apportioned to and adjusted between SELLER and BUYER as of the close of business on the Closing Date and are to be assumed and paid thereafter by BUYER:

- (a) all utilities, if any;
- (b) all real estate taxes, general or special, and all other public or governmental charges or assessments against the Property, which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto), whether assessments have been levied or not as of the Closing Date.

5. **Pre-Closing Requirements.** Within thirty (30) days from the date of execution of this

Agreement by the City Council of The City of Oklahoma City, or such later time as may be provided for with respect to specific matters, BUYER, at the BUYER's sole cost and expense, may obtain each of the following items:

- 5.1 ***Title Insurance Commitment.*** BUYER may obtain a commitment for an ALTA 1996 owner's policy of title insurance (the "Commitment") issued by the Title Company in the amount of the Purchase Price, showing marketable record title to the Property, in the SELLER according to the Title Standards adopted by the Oklahoma Bar Association, subject to recorded plat restrictions, recorded utility easements and zoning ordinances, including any of the oil, gas and other minerals not previously reserved or conveyed of record, and subject to such other exceptions or encumbrances of record which may be approved in writing by the BUYER (the "Permitted Title Exceptions"). Copies of all instruments constituting an exception in the Commitment shall accompany the Commitment. BUYER shall have fourteen (14) working days after receipt of the Commitment within which to submit in writing any objections to the title to SELLER.

The owner's policy, when issued, shall insure over encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection, and shall delete all exceptions relating to survey matters and to mechanic's and materialmen's liens.

- 5.2 ***Survey.*** BUYER may obtain an "as built" survey, prepared in accordance with ALTA/ACSM Minimum Standard Detail Requirements covering the Land, showing all Improvements, fences, easements, rights-of-way, building lines, roads and/or alleys and showing no encroachments upon the Land and no encroachments by any of the Improvements onto the adjacent property or onto recorded rights-of-way or easements. The survey shall be prepared by a registered land surveyor and shall contain a certification in favor of BUYER and the Title Company that the survey is correct and accurate, the form and content of which certification shall in any event be approved by the Title Company for purposes of deleting the standard survey exceptions from the owner's policy of title insurance.
- 5.3 ***UCC Search.*** BUYER may obtain a Uniform Commercial Code search to verify that all Property hereunder is free from any security interest.
- 5.4 ***BUYER's Objections; SELLER's Option to Cure.*** Upon BUYER's receipt and review of the items enumerated in this Section 5, above, in addition to any objections to the condition of the Property, as otherwise provided in this Agreement, BUYER shall be entitled to deliver specific written objections to SELLER as to any of such items (the "Objections"). Any Objections of BUYER not described in a written notice delivered to SELLER within fourteen (14) days of BUYER's receipt of the items enumerated in this Section 5 shall be deemed waived by BUYER. Upon the SELLER's receipt of such Objections, the SELLER shall be entitled to deliver written notice to

BUYER to the effect that prior to Closing, the SELLER will, at the SELLER's sole cost and expense, satisfy one or more of BUYER's Objections or that the SELLER is either unable or refuses to satisfy either one or all of the Objections, in which event BUYER shall be entitled to either (i) terminate this Agreement, or (ii) waive any such Objection in writing and proceed to closing.

6. ***Events Occurring at Closing.***

6.1 ***SELLER's Performance.*** SELLER shall deliver to BUYER:

- (a) A good and sufficient special warranty deed, fully and duly executed and acknowledged, conveying marketable fee simple title in and to the **SURFACE AND SURFACE RIGHTS ONLY** in the Property to the Buyer.
- (b) SELLER shall meet and/or cure all requirements contained in the Commitment for the Property and cure Liens and defects impacting the marketability of title to the Property, if any.

6.2 ***BUYER's Performance.*** BUYER shall deliver to SELLER:

- (a) The purchase price payable by BUYER check (less any prorations, credits or other adjustments if applicable).

7. ***Closing Costs.***

7.1 ***BUYER's Costs.*** The BUYER shall pay the following costs and expenses in connection with the Closing:

- (a) Any and all costs of bringing the abstract up to date.
- (b) Recording fees for the Warranty Deed.
- (c) Any escrow or closing fees charged by the Title Company if utilized for purposes of closing.

7.2 ***SELLER's Costs.*** SELLER shall pay the following costs and expenses in connection with the Closing: NONE.

7.3 ***Other Costs.*** All other expenses incurred by SELLER or BUYER with respect to the consummation of the transaction contemplated by the Agreement, including but not limited to attorney's fees of BUYER and SELLER, are to be borne and paid exclusively by the party incurring same, without reimbursement except to the extent otherwise specifically provided in this Agreement.

8. **Possession and Condition of the Property.** Possession of the Property shall be given to the BUYER at Closing. At Closing, condition of the Property shall be "AS-IS".

9. **Access Pending Closing.** Prior to Closing, BUYER, BUYER's consultants, agents, architects and contractors shall have the right to enter the Property, at their own risk and at reasonable times, for the purpose of examination and study. Entries shall be made at such times and in such a manner as to not interfere with SELLER. BUYER shall give SELLER at least forty-eight (48) hours advance notice of any such entry. Upon request, SELLER shall deliver to BUYER, without charge, copies of all drawings, specifications, utility plans, and other plans and engineering data with respect to the Property that are in the possession of SELLER.

10. **SELLER's Representations and Warranties.** SELLER hereby makes the following representations to BUYER:

10.1 **Violations.** To the best of the SELLER's knowledge, information and belief, there are no violations of, and SELLER has received no notice or other record of any violations of, any federal, state or local laws, ordinances, orders, regulations and requirements affecting the Property.

10.2 **Full Disclosure.** The SELLER knows of no materially adverse fact affecting or threatening to affect the Property which has not been disclosed to BUYER in this Agreement.

10.3 **Litigation.** To the SELLER's knowledge, there is no action, suit, proceeding, or investigation pending, or threatened, against the SELLER or the Property, which would material adversely affect the Property, including, without limitation, those relating in any way to Environmental Laws or Hazardous Substances.

10.4 **Rights, Title and Interest to the Property.** SELLER represents and warrants that SELLER and/or its assigns owns all, right, title and interest in the Property that is the subject of this Agreement as described in Section 1 and that no other entities have or claim to have any right title or interest in said Property.

10.5 **Encumbrances.** To the SELLER's knowledge, the property is not subject to or encumbered by any lease, leases or leasehold interests that cannot be terminated by the SELLER prior to closing.

10.6 **Completeness of Representations.** No representation made by the SELLER in this Agreement intentionally contains any untrue statement of a material fact or intentionally omits to state any material fact necessary to make the statements contained not false or misleading.

11. **Default and Penalties.**

11.1 **BUYER Defaults. SELLER's Remedies.**

- (a) *BUYER Defaults.* BUYER shall be deemed to be in default hereunder in the event that BUYER shall fail to comply with or observe any covenant, agreement, or obligation on BUYER's part to be performed within the time limits and in the manner required herein or in the event any of the conditions precedent described herein shall not have been complied with or waived by the SELLER.
- (b) *SELLER's Remedies.* In the event BUYER shall be deemed to be in default by virtue of the occurrence of any one or more of the events specified herein, the SELLER may, as the SELLER's sole and exclusive remedy for such default, terminate this Agreement by written notice delivered to BUYER on or before Closing Date.

11.2 ***SELLER Defaults. BUYER's Remedies.***

- (a) *SELLER Defaults.* SELLER shall be deemed to be in default hereunder in the event that the SELLER shall fail to comply with or observe any covenant, agreement, or obligation on the SELLER's part to be performed within the time limits and in the manner required herein or in the event any of the conditions precedent described herein shall not have been complied with or waived by the BUYER.
- (b) *BUYER's Remedies.* In the event SELLER shall be deemed to be in default by virtue of the occurrence of any one or more of the events specified herein, the BUYER may, as the BUYER's sole and exclusive remedy for such default, terminate this Agreement by written notice delivered to SELLER on or before Closing Date

12. ***Real Estate Taxes.*** BUYER and SELLER are both exempt from real estate/ad valorem taxes. To the extent that there are any real estate taxes and special assessments against the Property which are payable on an annual basis (including district, sanitary commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto), such taxes and/or assessments shall be adjusted between the parties as of the date of Closing and assumed and paid thereafter by BUYER. If the amount for ad valorem taxes for the current tax year has not been fixed by the date of Closing, the proration of such taxes shall be based upon the rate of levy for the preceding tax year.

13. ***Commissions.*** BUYER and SELLER both warrant and represent that neither have used the services of any real estate agent, broker, or finder, and that no real estate commissions or brokerage fees have arisen out of this Agreement or the transactions contemplated hereby.

14. ***Notices.*** Any notices required or permitted to be given by either party to the other shall have been deemed to have been served when hand delivered or, if the United States Mail is

used, on the three (3) business days after the notice is deposited in the United States Mail, postage prepaid, registered or certified mail, or if overnight courier is used, within one (1) business day following timely remittance with a nationally recognized overnight courier, and addressed to the parties as follows:

To SELLER: Oklahoma City Public Schools
Attn: Superintendent
615 N. Classen Blvd
Oklahoma City, OK 73106

To BUYER: City of Oklahoma City, Parks Department
Attn: Business Manager
420 West Main Street, Suite 210
Oklahoma City OK 73102

Either party, by written notice to the other, may change its address to which notices are to be sent.

15. ***Entire Agreement.*** This Agreement contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties or their successors or assigns.

16. ***Headings.*** The headings in this Agreement are for convenience of reference only and do not constitute a part hereof.

17. ***Governing Law.*** This Agreement shall be construed, interpreted and enforced according to the laws of the State of Oklahoma without regard to principals of conflict of laws.

18. ***Acceptance of agreement by City Council.*** SELLER understands and agrees that this Agreement is not binding until it has been brought before the Council of the City of Oklahoma City, approved, and executed by the appropriate officers. This Agreement is to be binding upon the heirs, trustees, administrators, executors and assigns to the parties hereto.

19. ***Acceptance of agreement by Board of Education.*** BUYER understands and agrees that this Agreement is not binding until it has been brought before SELLER'S Board of Education, approved, and executed by the appropriate officers.

IN WITNESS WHEREOF, the parties hereto have duly executed this Real Estate Purchase Agreement and affixed their seals as of the date and year first above written.

APPROVED by Council of The City of Oklahoma City and **SIGNED** by the Mayor this

7TH day of NOVEMBER, 2023.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
CITY CLERK



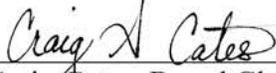
David Holt
MAYOR

REVIEWED for form and legality.

Jill Burnett
Assistant Municipal Counselor

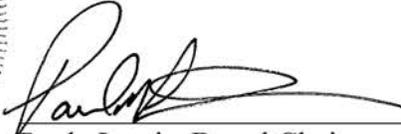
**INDEPENDENT SCHOOL DISTRICT
NO. 89 OF OKLAHOMA COUNTY**

ATTEST:



Craig Cates, Board Clerk





Paula Lewis, Board Chair

*Approved by the OKCPS Board of Education
at its October 23, 2023, regular business
meeting, agenda item # 8.03.*