



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

WMK, LLC dba Mobilityworks

Project Name

9701 Northwest Expy, Yukon, OK 73099

Address / Location of Property

Purpose Statement attached hereto

Purpose Statement (provide attachment if necessary)

Staff Use Only	573
Case No.: SP	
File Date:	11 MAY '23
Ward No.:	1
Nbhd. Assoc.:	PIEDMONT
School District:	C-3
Extg Zoning:	
Overlay:	

Auto. Dealership & Repair Facility  
Proposed Use

### 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):

Naomi's Properties L.L.C.

Name

9701 Northwest Expressway

Mailing Address

Yukon, Oklahoma 73099

City, State, Zip Code

(405) 550-0507

Phone

neal.tractorbobokc@gmail.com

Email

*Annamarie Buckingham*  
Signature of Applicant

Annamarie Buckingham, Compliance Supervisor

Applicant's Name (please print)

4199 Kinross Lakes Parkway, Suite 300

Applicant's Mailing Address

Richfield, OH 44286

City, State, Zip Code

234-200-1379

Phone

annmarie.buckingham@mobiilityworks.com

Email

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



WARRANTY DEED  
(Oklahoma Statutory Form)

Doc#: R 2017 172059  
Bk&Pg: RB 4595 542-543  
Filed: 06-21-2017 02:15:29 PM  
Canadian County, OK

DMW  
WD

KNOW ALL MEN BY THESE PRESENTS:

That **COMMUNITY RESOURCES REAL ESTATE, INC.**, an Oklahoma non-profit corporation, party of the first part, in consideration of the sum of Ten and No/100 dollars and other valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **NAOMI'S PROPERTIES, L.L.C.**, an Arkansas limited liability company, party of the second part, the following described real property and premises situate in Canadian County, State of Oklahoma, to-wit:

**LOT TWENTY-FOUR (24), NORTHWEST ACRES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP THIRTEEN (13) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.**

**"Reserving unto the Grantor, title to all oil, gas and other minerals within and underlying the premises not heretofore reserved or conveyed."**

**MAIL TAX STATEMENT TO:**

Naomi's Properties, L.L.C.  
P.O. Box MM  
Norman, OK 73070

**State of Oklahoma**  
**Canadian County**  
**Documentary Stamps**

**\$ 525.00**

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

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature, subject to easements, restrictions and right-of-ways of record.

Signed and delivered this 20 day of June, 2017.

Return original to:

Pilar A. Beare  
First American Title & Trust  
501 N. Walker, Suite 170  
Oklahoma City, OK 73102

8219627

2/5

D.S. 525<sup>00</sup>

Canadian County Clerk's Office

LOT TWENTY-FOUR (24), NORTHWEST ACRES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP THIRTEEN (13) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.



## LETTER OF AUTHORIZATION

I, Naomi Properties or,  
Property Owner of Record  
Phillip Neal Snow authorize,  
Agent of the Property Owner of Record and Title  
WMK, LLC dba Mobilityworks  
Designated Representative

to make application for municipal approvals and do all things necessary for the advancement of such application with respect to the property at the following location:

9701 NW Expressway Yukon Ok 73599  
Address and/or County Assessor account number and County Name

By:   
Signature

Title: Owner  
Manager / Proprietor

Date: 5/8/2023  
MM/DD/YYYY

COMMUNITY RESOURCES REAL ESTATE, INC., an  
Oklahoma non-profit corporation

By:   
Rhonda Godwin, Vice Preident


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ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

This instrument was acknowledged before me on June 20, 2017, by Rhonda Godwin, Vice President of  
Community Resources Real Estate, Inc., an Oklahoma non-profit corporation.

My Commission Expires:

  
Notary Public

6-7-2021

Commission No.: 05005094



Real Estate Mtg Tax: \$1516.50  
Paid: 02-25-2019 Receipt No. 4471

By: Deanne Cash  
Deputy, Canadian County Treasurer



Doc#: R 2019 4246  
BkPg: RB 4859 229-240  
Filed: 02-25-2019 DAR  
09:59:13 AM H  
Canadian County, OK 12E

RECORDATION REQUESTED BY:  
QUAIL CREEK BANK, N.A.  
P.O. BOX 20160  
OKLAHOMA CITY, OK 73156

~~WHEN RECORDING MAIL TO:~~  
QUAIL CREEK BANK, N.A.  
P.O. BOX 20160  
OKLAHOMA CITY, OK 73156

SEND TAX NOTICES TO:  
NAOMI'S PROPERTIES LLC  
1750 72nd AVENUE NE  
NORMAN, OK 73026

Return to:  
Chicago Title Oklahoma  
210 Park Ave., Suite 210  
Oklahoma City, OK 73102  
File # 18019600007

FOR RECORDER'S USE ONLY



\*00000000000212386074602202019\*

### MORTGAGE

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE.

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

THIS MORTGAGE dated February 20, 2019, is made and executed between NAOMI'S PROPERTIES LLC, whose address is 1750 72nd AVENUE NE, NORMAN, OK 73026; AN ARKANSAS LIMITED LIABILITY COMPANY (referred to below as "Grantor") and QUAIL CREEK BANK, N.A., whose address is P.O. BOX 20160, OKLAHOMA CITY, OK 73156 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CANADIAN County, State of Oklahoma:

LOT TWENTY-FOUR (24), NORTHWEST ACRES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP THIRTEEN (13) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

The Real Property or its address is commonly known as 9701 NW EXPRESSWAY, OKLAHOMA CITY, OK 73099. The Real Property tax identification number is 06012000024.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, owed to Lender, whether of a like nature to the Note indebtedness or not, whether arising from a loan or a purchased obligation, whether incurred for a consumer or a business purpose, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor also grants to Lender a Uniform Commercial Code security interest in the Personal Property as defined below.

**ASSIGNMENT OF RENTS.** In addition to the mortgaging of the Real Property to Lender, if Grantor's loan does not constitute a consumer loan as defined in 14A O.S. Section 3-104 and is not made primarily for an agricultural purpose as defined in 14A O.S. Section 1-301(4) to a natural person or to a farm or ranching

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**MORTGAGE  
(Continued)**

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business corporation as defined in 18 O.S. Section 951, Grantor hereby grants to Lender as additional security for the indebtedness secured by this Mortgage and empowers Lender to collect all Rents (as defined below) from the Property. This grant is known as an "Assignment of Rents," but is sometimes technically denominated as a pledge since the assignment is conditional and not absolute. This Assignment of Rents is conditioned upon the occurrence of an Event of Default under this Mortgage and becomes effective thereafter, whether or not proceedings have been instituted to foreclose this Mortgage by judicial foreclosure or power of sale upon the earliest of:

- (a) Lender taking possession of the Property, and Grantor agrees that upon default Lender or its agent shall have the right to take possession of the Property, collect the Rents, and apply the proceeds to the Indebtedness;
- (b) the appointment of a receiver for the Property, and Grantor recognizes that upon the occurrence of an Event of Default under this Mortgage, a court may grant specific performance of Grantor's agreement that Lender will have the right to take possession of the Property by appointment of a receiver in accordance with 12 O.S. Section 1651 (Sixth), which authorizes appointment in all other cases where receivers have been appointed by the usages of the courts of equity, and may also appoint a receiver upon the other grounds for appointment of a receiver set forth in 12 O.S. Section 1651 (Second); or
- (c) Lender giving Grantor and any lessees of the Property written notice to pay Rents due after a specified date to Lender, and Grantor recognizes that consistent with 46 O.S. Section 4 when the Lender receives Rents after written notice and does not also enter into physical possession of the Property and exercise exclusive operating control, Lender shall not be deemed to be a "mortgagee in possession," but will account to Grantor regarding Rents actually collected.

Grantor also recognizes that Lender may as part of this Assignment of Rents extend or renew or enter into new leases for periods and payments consistent with the terms and payments customary for leases of the Property. If Lender sends written notice to a lessee obligated to pay under any lease on the Property requesting lessee to direct all Rents payable under the lease to Lender, this Assignment of Rents, when it is effective, shall transfer to Lender the lessee's obligation to pay Grantor the Rents, and Grantor and all lessees agree that no modification or termination or renewal of a lease prior to or subsequent to that time or advance payment and collection of Rents will be effective against Lender unless Lender consents in writing. If any lessee obligated to pay Lender does not do so, Lender shall have available all remedies to collect the Rents, including without limitation those available to a lessor upon a lessee's failure to perform under a lease. If Grantor occupies the Property, Grantor also agrees to pay to Lender a reasonable rental for the use and occupancy of the Property if after default Lender makes a demand for such payment in writing.

Grantor agrees that this Assignment of Rents will be considered as separate and independent from the Mortgage to the extent that the Assignment of Rents shall continue in effect in favor of the purchaser of the Property upon foreclosure with respect to leases that are not terminated by foreclosure or, at the election of Lender made known before any sale upon foreclosure is concluded, shall continue in effect in favor of Lender with respect to leases that are not terminated by foreclosure until any deficiency owed Lender after foreclosure is satisfied by payments under the leases, at which time further due payments shall accrue to the purchaser of the Property or to the purchaser's assigns.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall

**MORTGAGE  
(Continued)**

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use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Mortgage.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oklahoma law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the

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**MORTGAGE  
(Continued)**

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Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$500.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$100.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear. If all or part of the Property is damaged or destroyed by a third party and sums are due from that party or its insurer as a result, whether due to judgment, settlement or other process, these sums shall be applied in the same manner as insurance proceeds under this paragraph.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may

**MORTGAGE  
(Continued)**

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(but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note or at the highest rate authorized by law, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. If Lender is required by law to give Grantor notice before or after Lender makes an expenditure, Grantor agrees that notice sent by regular mail at least five (5) days before the expenditure is made or notice delivered two (2) days before the expenditure is made is sufficient, and that notice within sixty (60) days after the expenditure is made is reasonable.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and

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**MORTGAGE  
(Continued)**

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interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Condemnation, Casualty.** The taking by rights of eminent domain of all or any portion of the Property or the damage or destruction by an uninsured casualty of the Property.

**MORTGAGE  
(Continued)**

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**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** In any action by Lender for the foreclosure of this Mortgage, whether by judicial foreclosure or power of sale, Lender shall be entitled to the appointment of a receiver upon any failure of Grantor to comply with any term, obligation, covenant, or condition contained in this Mortgage, the Note, or any Related Documents.

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**MORTGAGE**  
(Continued)

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**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Power of Sale.**(1) Lender, as an alternative remedy, may elect to foreclose by power of sale, and Grantor authorizes Lender, or Lender's attorney, and grants to Lender, or Lender's attorney, the power (a) to sell and to convey the Property to a purchaser and the purchaser's heirs or assigns, forever, and (b) to foreclose Grantor's rights and the rights of all persons who took an interest in the Property subject to this Mortgage.(2) This right to foreclose and to sell and convey the Property which Grantor has given Lender by contract is called the "power of sale" and may, at the option of Lender, be utilized in lieu of the procedure authorized by law for acceleration and foreclosure by judicial process. The power of sale means that in accordance with applicable Oklahoma law with respect to notice to Grantor and other persons, Grantor's interest and the other persons' interests in the Property can be sold by Lender at public sale and that the proceeds can be applied to pay the accelerated debt evidenced by the Note and any other indebtedness secured by this Mortgage without Lender having to go to court in a foreclosure action.(3) However, under the power of sale, before Lender, after an Event of Default, declares all sums secured by this Mortgage immediately due and payable irrespective of any maturity date specified in the Note or in this Mortgage, Lender must give Grantor written notice of intention to foreclose by power of sale, which notice informs Grantor how Grantor has failed to perform under this Mortgage and what Grantor must do to cure the failure.(4) Grantor will have the right for thirty-five (35) days from the date notice is sent, or for any other period provided by law, to cure the failure by paying money or otherwise providing the performance due, unless Grantor previously has been in default more than the number of times specified by statute within the previous two (2) years, in which case (a) Lender is entitled immediately to accelerate the sums secured by this Mortgage and to proceed with the power of sale, and (b) Lender is not required to send a notice of intention of foreclosure with any right to cure. If Grantor cures the default or if Lender accepts a partial performance and a promise to complete performance later, Lender may not require immediate payment in full by acceleration. Grantor understands cure of a default or Lender's acceptance of partial cure and a promise to complete performance later does not affect or compromise Lender's rights if there is again a default. If Lender so requests, Grantor agrees to sign and return a form stating (a) when Grantor received the notice specified in this paragraph, (b) whether the Property is homestead property, and (c) if so, whether Grantor will elect judicial foreclosure or elect against a deficiency. Grantor understands that Grantor may, but need not, waive a right to cure in any such receipt form if requested by Lender.(5) In any effort to collect the amounts secured by this Mortgage, whether or not involving foreclosure and sale by power of sale, Lender will have the right to collect all costs allowed by law, and Grantor agrees to pay to the extent permitted by law Lender's legal expenses.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Appraisement.** Lender, at Lender's option, may waive or not waive appraisement of the Property at the time judgment is rendered in any judicial foreclosure of the Property or at any time prior to such foreclosure.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender, to the extent permitted by applicable law, shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not

**MORTGAGE  
(Continued)**

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prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** To the extent permitted by applicable law, any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. To the extent permitted by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**CROSS-COLLATERALIZATION.** Indebtedness includes any obligation which Grantor owes to Lender, whether direct, indirect, contingent or otherwise. If the property is determined to be in a flood zone that required flood insurance, it will not be considered collateral for other loans.

**CONSTRUCTION MORTGAGE.** This Mortgage is a "Construction Mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Oklahoma.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. All prior and contemporaneous representations and discussions concerning such matters either are included in this document or do not constitute an aspect of the agreement of the parties. Except as may be specifically set forth in this Mortgage, no conditions precedent or subsequent, of any kind whatsoever, exist with respect to Grantor's obligations under this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Oklahoma.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified,

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**MORTGAGE  
(Continued)**

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it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oklahoma as to all indebtedness secured by this Mortgage.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means NAOMI'S PROPERTIES LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means NAOMI'S PROPERTIES LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lender.** The word "Lender" means QUAIL CREEK BANK, N.A., its successors and assigns.

**MORTGAGE  
(Continued)**

Loan No: 212386

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**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated February 20, 2019, in the original principal amount of \$1,516,486.49 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.  
**NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

GRANTOR:

NAOMI'S PROPERTIES LLC

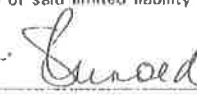
By: 

P. NEAL SNOW, Manager of NAOMI'S PROPERTIES LLC

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Oklahoma )  
 ) SS  
COUNTY OF Oklahoma )

Before me, the undersigned, a Notary Public in and for the above County and State, on this 20th day of Feb, 2019, personally appeared P. NEAL SNOW, Manager of NAOMI'S PROPERTIES LLC, a member or designated agent of NAOMI'S PROPERTIES LLC, to me known to be the identical person who executed the Mortgage on behalf of the limited liability company and acknowledged to me that P. NEAL SNOW, Manager of NAOMI'S PROPERTIES LLC, executed the same Mortgage as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes set forth in the Mortgage.

Signed the 20th day of Feb, 2019. 

Notary Public

My Commission Expires: 9.25.19

Loan Number \_\_\_\_\_

  
**No Notary Seal**

Loan No: 212386

**MORTGAGE  
(Continued)**

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c:\LENDING\CFI\LPL\G03.FC TR-19432 PR-22

**RECORDER'S MEMORANDUM**

*At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.*



Doc# : R 2019 4247  
 Bk & Pg: RB 4859 241-247  
 Filed: 02-25-2019 DAR  
 09:59:14 AM AR  
 Canadian County, OK TE

RECORDATION REQUESTED BY:  
 QUAIL CREEK BANK, N.A.  
 P.O. BOX 20160  
 OKLAHOMA CITY, OK 73156

~~WITH PROPOSED MAX TOX~~  
 QUAIL CREEK BANK, N.A.  
 P.O. BOX 20160  
 OKLAHOMA CITY, OK 73156

SEND TAX NOTICES TO:  
 NAOMI'S PROPERTIES LLC  
 1760 72nd AVENUE NE  
 NORMAN, OK 73026

Return to:  
 Chicago Title Oklahoma  
 210 Park Ave., Suite 210  
 Oklahoma City, OK 73102  
 File # 110-7619066107

FOR RECORDER'S USE ONLY



Quail Creek Bank, n.a.



\*00000000000212386011502202019\*

#### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated February 20, 2019, is made and executed between NAOMI'S PROPERTIES LLC, whose address is 1760 72nd AVENUE NE, NORMAN, OK 73026; AN ARKANSAS LIMITED LIABILITY COMPANY (referred to below as "Grantor") and QUAIL CREEK BANK, N.A., whose address is P.O. BOX 20160, OKLAHOMA CITY, OK 73156 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in CANADIAN County, State of Oklahoma:

LOT TWENTY-FOUR (24), NORTHWEST ACRES, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP THIRTEEN (13) NORTH, RANGE FIVE (5) WEST OF THE INDIAN MERIDIAN, CANADIAN COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

The Property or its address is commonly known as 9701 NW EXPRESSWAY, OKLAHOMA CITY, OK 73099. The Property tax identification number is 06012000024.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, owed to Lender, whether of a like nature to the Note Indebtedness or not, whether arising from a loan or a purchased obligation, whether incurred for a consumer or a business purpose, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE. THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**ASSIGNMENT OF RENTS**  
(Continued)

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**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Oklahoma and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property.

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 212386

Page 3

All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note or at the highest rate authorized by law, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. If Lender is required by law to give Grantor notice before or after Lender makes an expenditure, Grantor agrees that notice sent by regular mail at least five (5) days before the expenditure is made or notice delivered two (2) days before the expenditure is made is sufficient, and that notice within sixty (60) days after the expenditure is made is reasonable.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

# **ASSIGNMENT OF RENTS** (Continued)

Loan No: 212386

Page 4

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** In any action by Lender for the foreclosure of this Assignment, whether by judicial foreclosure or power of sale, Lender shall be entitled to the appointment of a receiver upon any failure of Grantor to comply with any term, obligation, covenant, or condition contained in this Assignment, the Note, or any Related Documents.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. All prior and contemporaneous representations and discussions concerning such matters either are included in this document or do not constitute an aspect of the agreement of the parties. Except as may be specifically set forth in this Assignment, no conditions precedent or subsequent, of any kind whatsoever, exist with respect to Grantor's obligations under this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Oklahoma.

**Merger.** There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 212386

Page 5

provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** To the extent permitted by applicable law, any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. To the extent permitted by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oklahoma as to all indebtedness secured by this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means NAOMI'S PROPERTIES LLC.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 212386

Page 6

Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means NAOMI'S PROPERTIES LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means QUAIL CREEK BANK, N.A., its successors and assigns.

**Note.** The word "Note" means the promissory note dated February 20, 2019, in the original principal amount of \$1,516,486.49 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON FEBRUARY 20, 2019.

GRANTOR:

NAOMI'S PROPERTIES LLC

By: 

P. NEAL SNOW, Manager of NAOMI'S PROPERTIES LLC

**ASSIGNMENT OF RENTS  
(Continued)**

Loan No: 212386

Page 7

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF Oklahoma )  
 ) SS  
COUNTY OF Oklahoma )

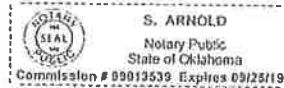
Before me, the undersigned, a Notary Public in and for the above County and State, on this 20<sup>th</sup> day of Sept, 20 19, personally appeared P. NEAL SNOW, Manager of NAOMI'S PROPERTIES LLC, a member or designated agent of NAOMI'S PROPERTIES LLC, to me known to be the identical person who executed the Assignment on behalf of the limited liability company and acknowledged to me that P. NEAL SNOW, Manager of NAOMI'S PROPERTIES LLC, executed the same Assignment as his or her free and voluntary act and deed, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes set forth in the Assignment.

Signed the 20<sup>th</sup> day of Sept, 20 19. S. Arnold  
Notary Public

My Commission Expires:

9-25-19

Loan Number \_\_\_\_\_



AFTER RECORDING RETURN TO:  
 OGU ELECTRIC SERVICES  
 LAND MANAGEMENT SERVICES  
 ATTN: MATT UHR  
 PO BOX 321 M/C M109  
 OKLAHOMA CITY OK 73101-0321  
 WORK ORDER #7382291

Doc#: R 2019 11275  
 Bk&Pg: RB 4890 1062-1064  
 Filed: 05-07-2019 KLJ  
 01:50:14 PM EA  
 Canadian County, OK

### ③ EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT NAOMI'S PROPERTIES, L.L.C., an Arkansas limited liability company, husband and wife, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in CANADIAN County, State of Oklahoma, and is described as follows:

See EXHIBITS "A" and "B" attached hereto and made a part hereof.

Grantor further covenants agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (2011) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this 26<sup>th</sup> day of MARCH, 2019.

Naomi's Properties, L.L.C., an Arkansas  
 limited liability company



BY: [Signature]  
 Name: Phillip Neal Snow  
 Title: Owner

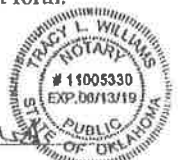
### COMPANY ACKNOWLEDGMENT

STATE OF Oklahoma, COUNTY OF Cleveland SS:  
 Before me, the undersigned, a Notary Public, in and for said County and State, on this 26<sup>th</sup> day of March, 2019, personally appeared Phillip Neal Snow, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its owner, and acknowledged to me that he executed the same as his free and voluntary act and deed of such company, for the uses and purposes therein set forth.

My Commission Expires: 06-13-19

Commission # 11005330

[Signature]  
 Notary Public



WO#(Draft No. \_\_\_\_\_) R/W File No.  
 Form R-469 D (Rev 5/2018) UG-OH-C1..DOT tmu Atlas Sheet No.

Canadian County Clerk's Office

**EXHIBIT "A"**

**WO#7382291**

**OG&E EASEMENT**

An Easement in Lot Twenty-four (24) of Northwest Acres, Canadian County, Oklahoma, **written by Timothy G. Pollard, PLS 1474, on March 26, 2019, using an Arbitrary Bearing of S00°07'30"W between existing monuments on the East line of said Lot 24, as a Basis of Bearing** and as shown on attached **Easement Sketch**, said easement further described as:

**BEGINNING** at the Northeast corner of said Lot 24;

Thence S00°07'30"W, on the East line of said Lot 24, for a distance of 1208.35 feet to the Southeast corner of said Lot 24;

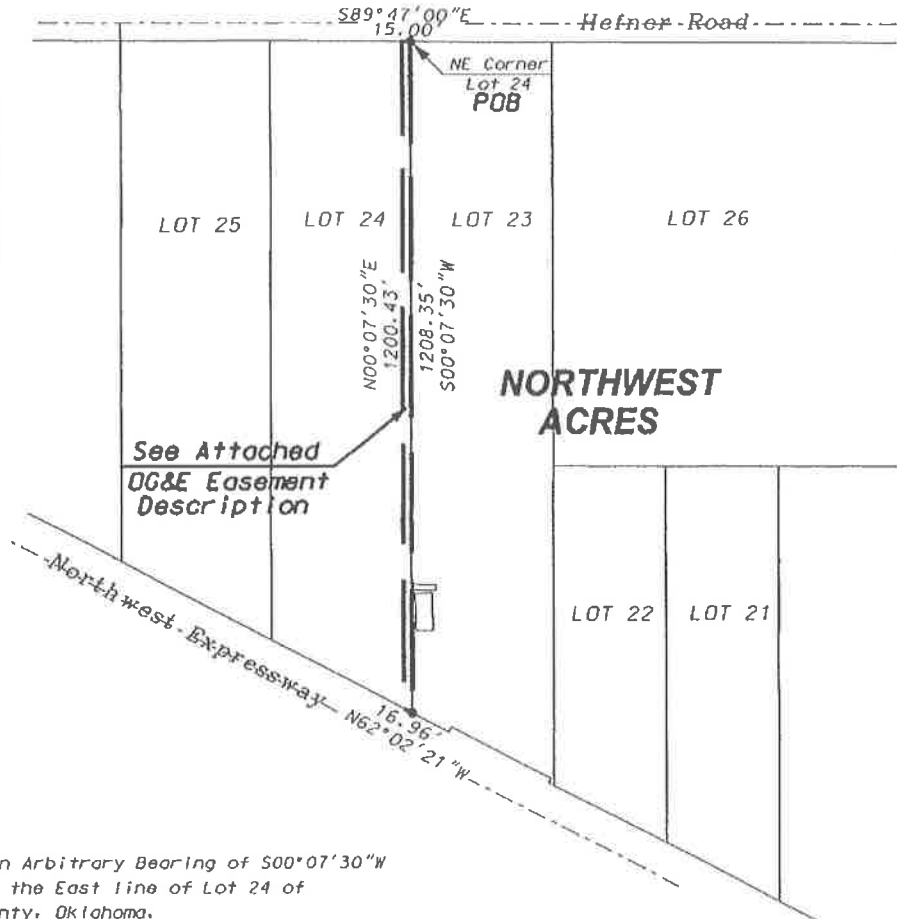
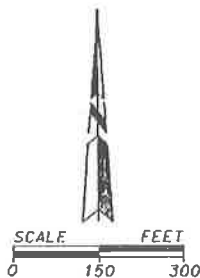
Thence N62°02'21"W, on the South line of said Lot 24, for a distance of 16.96 feet;

Thence N00°07'30"E for a distance of 1200.43 feet to the North line of said Lot 24;

Thence S89°47'00"E, on said North line, for a distance of 15.00 feet to the **POINT OF BEGINNING**.

# EXHIBIT "B"

## EASEMENT SKETCH



Note: Bearings Are Based on an Arbitrary Bearing of S00°07'30"W between existing monuments on the East line of Lot 24 of Northwest Acres, Canadian County, Oklahoma.

(●) - Indicates Existing 1/2" Iron Pin or monument as noted.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

*Timothy D. Pollard*

Timothy G. Pollard, PLS 1474  
Dated: March 26, 2019  
tim.pwsurvey@sbglobal.net



OKLAHOMA GAS AND ELECTRIC COMPANY				
POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CAN2380 EXP 06-30-19 405-366-0001	OG&E EASEMENT SKETCH WD# 7382291 PART OF LOT 24 OF NORTHWEST ACRES CANADIAN COUNTY, OKLAHOMA		REVISIONS:	
DRAWN BY: S. NEWTON	DATE: Mar. 26, 2019	FILE #: 25-13N5W.ASC	DATE: Mar. 21, 2019	SCALE: 1" = 300'
APPROVED BY: D. MEEKS	DATE: Mar. 26, 2019	DRWG #: NW Acres.DGN	DATE: Mar. 26, 2019	SHEET 1 OF 1

Canadian County Clerk's Office

AFFIRMATION

0410  
STATE OF ~~OKLAHOMA~~ )  
Summit ) §  
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.

Richfield, OH16  
Executed at ~~Oklahoma City, Oklahoma~~, on the 11<sup>th</sup> day of May, 2023

Annmarie Buckingham  
Applicant Signature

Subscribed and sworn to before me, a Notary Public, in and for the State of OHIO,  
County of Summit, on the 11 day of MAY, 20 23.

My Commission Expires:

12/7/2023

Judy A. Baker  
Notary Public  
State of Ohio  
My Commission Expires  
December 07, 2023

Judy Baker  
Notary Public

Commission # \_\_\_\_\_

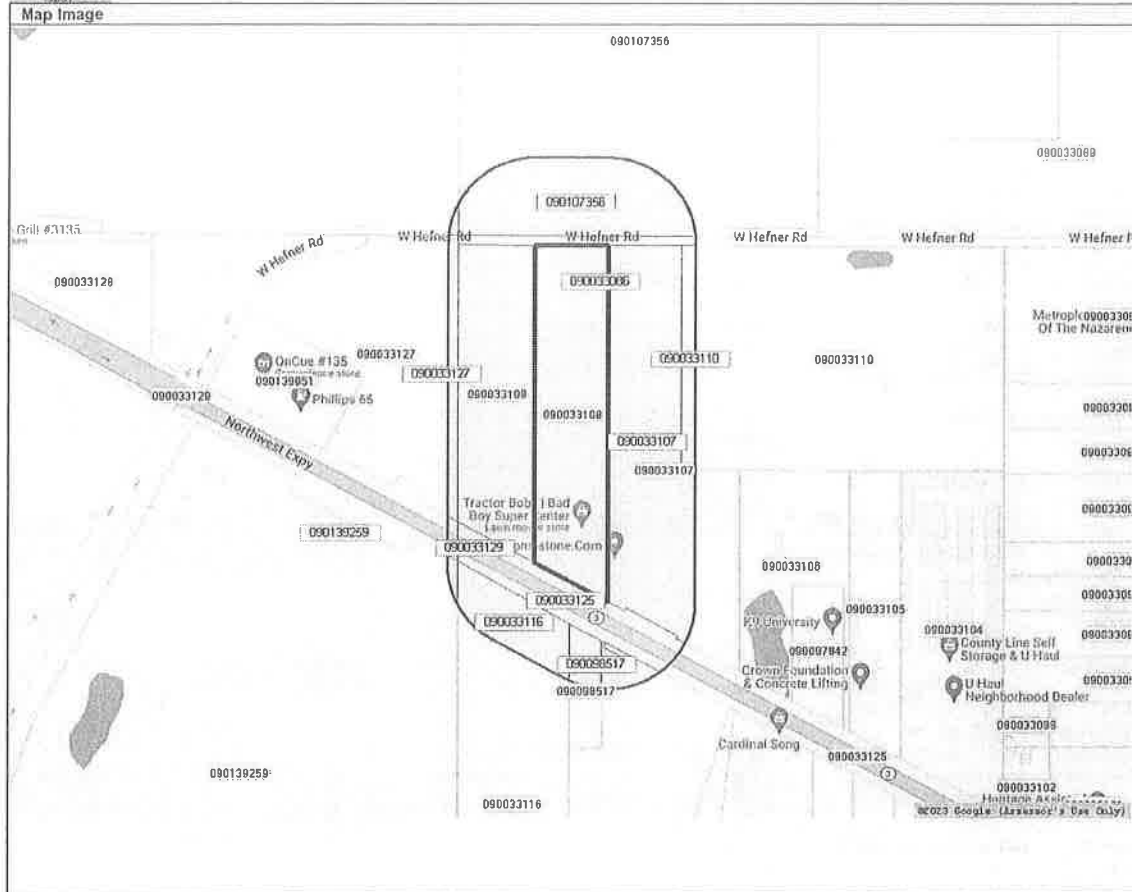
## CANADIAN

### Parcel Map and Account Listing

Data provided by MATT WEHMULLER County Assessor

Date 05/08/2023

Time 09:38:33



### Account List

Account	090033127	Current Owner	Legal Description
ParcelID	141252-000000-000007	EXPRESS DEVELOPMENT IV LLC	T13N R05W S25 NW4 A#7 PT NW4 - BEG 2318.46'E OF NW/C, TH E314.42' S976.54' NW150.64' NE40' NW100' SW40' NW719.92' NE264.82' NE CURVR 464.27' NE25 80' NE30.78' TPB & LESS BEG 976.54'S 150.64'NW 40'NE 100'NW 40'SW 264 92'NW OF NE/C, TH NW455' NE264.92'
Situs			
Sec/Twn/Rng	25-13N-5W		
Subdivision		9701 BOARDWALK BLVD	
Block/Lot		OKLAHOMA CITY OK 76162-000C	
Lot Size	9.4500 Acres	Book/Page 5342-0019	
Account	090139259	Current Owner	Legal Description
ParcelID	141252-000000-000011	GRUNERWALD RANCH LLC	T13N R05W S25 NW4 A#11 PT NW4 - BEG 533.96'E & 1364.89'SE OF NW/C, TH SE398.16' SW60' SE450' NE60' SE166.31' S1544.48' W1634.16' N96.52' NE501.59' NE427.91' NE1157.45' TPB.
Situs	09000 NW EXPRESSWAY		
Sec/Twn/Rng	25-13N-5W		
Subdivision		5816 NW 135TH ST STE A	
Block/Lot		OKLAHOMA CITY OK 73142	
Lot Size	57.9900 Acres	Book/Page 4989-0124	
Account	090033107	Current Owner	Legal Description
ParcelID	060120-000022-000000	GILLESPIE,JOHN E REVOCABLE TRUST	NORTHWEST ACRES LTS 22 & 23
Situs	09311 NW EXPRESSWAY		
Sec/Twn/Rng	25-13N-5W		
Subdivision	NORTH WEST ACRES	775 GULF SHORES DR UNIT 4219	
Block/Lot	0000 / 0022	DESTIN FL 32541-	
Lot Size	10.1400 Acres	Book/Page 4525-0713	



# CANADIAN

## Parcel Map and Account Listing

Data provided by MATT WEHMULLER County Assessor

Date 05/08/2023

Time 09:38:33

Page : 2

Account List			
Account	090033086	Current Owner	Legal Description
ParcelID	141243-000000-000001	HAROLD ROTHER FARMS INC	T13N R05W S24 SW4 A#1 PT SW4 - BEG @ SE/C, TH W1218.28' N41.67' NW141.5' NW13.26' NW CURV'R 210.15' N1647.32' NW310.48' N620.11' E1649.57' S2657.78' TPB
Situs			
Sec/Twn/Rng	24-13N-5W		
Subdivision		469 TONY ST	
Block/Lot		BURLINGTON CC 80807-	
Lot Size	96.9600 Acres	Book/Page 1505-0689	
Account	090107356	Current Owner	Legal Description
ParcelID	141244-000000-000006	F & B VENTURES LLC	T13N R05W S24 SE4 A#6 PT SE4 BEING THE W37.5AC OF THE S2 SE4
Situs			
Sec/Twn/Rng	24-13N-5W	%FRANCIS J BORELLI III	
Subdivision		525 HUNTER LN	
Block/Lot		OKARCHE OK 73762-000C	
Lot Size	37.5000 Acres	Book/Page 3832-0262	
Account	090033129	Current Owner	Legal Description
ParcelID	060999-914252-000003	STATE OF OKLAHOMA DEPT OF TRANS	T13N R05W S25 NW4 A#3 PT NW4 - BEG 534'E OF NW/C, TH E447' S100' SE1625' 40' NE40' SE100' SW40' SE152' S136' NW165' SW60' NW 450' NE60' NW1767' TPB
Situs			
Sec/Twn/Rng	25-13N-5W	LEGAL DIVISION-BUSINESS OFFICE	
Subdivision		200 NE 21ST ST	
Block/Lot		OKLAHOMA CITY OK 73105-000C	
Lot Size	6.7900 Acres	Book/Page	
Account	090098517	Current Owner	Legal Description
ParcelID	060999-914251-000021	TREPAGNIER,DENNIS & JACQUELINE	T13N R05W S25 NE4 A#21 PT NE4 - BEG 2249.6'W & 912.74'N OF SE/C, TH N425' 53' SE124.85' S366.47' W110' TPB.
Situs			
Sec/Twn/Rng	25-13N-5W		
Subdivision		9320 NW EXPRESSWAY	
Block/Lot		YUKON OK 73099-000C	
Lot Size	1.0000 Acres	Book/Page	
Account	090033110	Current Owner	Legal Description
ParcelID	060120-000026-000000	GILLESPIE,JOHN E REVOCABLE TRUST	NORTHWEST ACRES LT 26
Situs			
Sec/Twn/Rng	25-13N-5W		
Subdivision	NORTH WEST ACRES	775 GULF SHORES DR UNIT 4219	
Block/Lot	0000 / 0026	DESTIN FL 32541-	
Lot Size	19.3700 Acres	Book/Page 4525-0714	
Account	090033109	Current Owner	Legal Description
ParcelID	060120-000025-000000	ASHIVA LLC	NORTHWEST ACRES LT 25
Situs			
Sec/Twn/Rng	25-13N-5W		
Subdivision	NORTH WEST ACRES	4328 NW 39TH	
Block/Lot	0000 / 0025	OKLAHOMA CITY OK 73112	
Lot Size	6.1500 Acres	Book/Page 5232-0778	
Account	090033108	Current Owner	Legal Description
ParcelID	060120-000024-000000	NAOMI'S PROPERTIES LLC	NORTHWEST ACRES LT 24
Situs			
Sec/Twn/Rng	25-13N-5W		
Subdivision	NORTH WEST ACRES	PO BOX MM	
Block/Lot	0000 / 0024	NORMAN OK 73070-	
Lot Size	6.5700 Acres	Book/Page 4595-0542	
Account	090033125	Current Owner	Legal Description
ParcelID	060999-914251-000020	STATE OF OKLAHOMA	T13N R05W S25 NE4 A#20 PT NE4 BEING HW3 RW
Situs			
Sec/Twn/Rng	25-13N-5W		
Subdivision			
Block/Lot			
Lot Size	8.3000 Acres	Book/Page	
Account	090033117	Current Owner	Legal Description
ParcelID	060999-914251-000003	TREPAGNIER,DENNIS & J F ETAL	T13N R05W S25 NE4 A#3 PT NE4 - BEG 1959.4'W OF SE/C, TH N15' NE198.70' N134.30' NE734.84' NW372.80' SW15' NW105' NE15' NW17.03' S366.49' W110' S912.74' E290.20' TPB.
Situs			
Sec/Twn/Rng	25-13N-5W		
Subdivision		9320 NW EXPRESSWAY	
Block/Lot		YUKON OK 73099-000C	
Lot Size	10.2500 Acres	Book/Page 2507-0162	



# CANADIAN

## Parcel Map and Account Listing

Data provided by MATT WEHMULLER County Assessor

Date 05/08/2023

Time 09:38:34

### Account List

Page : 3

Account	090033116	Current Owner	Legal Description
ParcelID	060999-914251-000002	FRANCIS INVESTMENTS	T13N R05W S25 NE4 A#2 PT NE4 - BEG
Situs	09700 NW EXPRESSWAY		@ SW/C, TH E389' N1338.27' NW435.70'
Sec/Twn/Rng	25-13N-5W	C/O MICHAEL BIDDINGER REAL ESTATE	S1541.72' TPB
Subdivsion		12020 N PENNSYLVANIA	
Block/Lot		OKLAHOMA CITY OK 73120-0000	
Lot Size	12.7800 Acres	Book/Page	

PROJECT:

# TRACTOR BOB

PROJECT ADDRESS:  
9701 Northwest  
Expressway 73099

<b>CLIENT</b> TRACTOR BOB NEAL SNOW NAOMIS PROPERTIES P.O. BOX MM NORMAN, OKLAHOMA 73070 PHONE:405-305-0512 FAX:	<b>ARCHITECT</b> TAParchitecture PROJECT ARCHITECT: Anthony McDermid PROJECT MANAGER: Chris Teehee PROJECT DESIGNER: Alison Fredrickson (Interior) 415 N Broadway Ave Oklahoma City, Oklahoma 73102 PHONE:405-232-8787 FAX:405-232-8810
<b>STRUCTURAL ENGINEER</b> EUDALEY ENGINEERING Brian Baker 68510 NW 35TH STREET BETHANY, OKLAHOMA 73008 PHONE:405-768-4433 FAX:	<b>MECHANICAL ENGINEER</b>  PHONE: FAX:
<b>ELECTRICAL ENGINEER</b>  PHONE: FAX:	<b>CIVIL ENGINEER</b> CEDAR CREEK CONSULTING JASON EMMET P.O. BOX 14534 OKLAHOMA CITY, OKLAHOMA 73113 PHONE:405.405.4522 FAX:
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ARCHITECT'S  
SEAL



PROJECT

TRACTOR BOB  
9701 Northwest Expressway  
73099

DRAWING

☒ FOR CONSTRUCTION  
☐ PRELIMINARY - NOT FOR CONSTRUCTION  
☒ REVIEW SET  
☐ OLD SET

ISSUE

DATE  
100% ISSUE TO  
OWNER-04/18/2018  
SHEET

COVER SHEET

PROJECT  
NUMBER

1720

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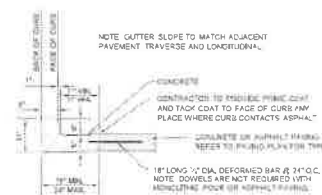
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[illegible]

## 1720







CURB &amp; GUTTER DETAIL

All drawings are written  
in English, system 2 (style) is the  
original model of  
1 (architecture and some  
could be replaced with more

LOT 25

HEFNER ROAD

NORTHWEST ACRES  
ADDITION  
LOT 24

LOT 23

PROP. 37.32' LT. OF 21' R/W  
W/IN CAD WALLS PER CDDT STANDARDS

NORTHWEST EXPRESSWAY / STATE HIGHWAY 3

**LEGEND**

EXISTING CONCRETE CURB AND GUTTER	PROPOSED CONCRETE CURB AND GUTTER	PROPOSED 4" LINE STEERING OVERHEAD ELECTRIC	UNDERGROUND ELECTRIC	GAS LINE	UNDERGROUND TELEPHONE	UNDERGROUND FIBER OPTIC	SANITARY SEWER	WATER INF	DEMARKER
PRE HYDRANT	WATER VALVE	EX. WATER METER PIT	EX. WATER METER	PROP. WATER METER	EX. SPRINKLER VALVE	EX. AUTO SPRINKLER	EX. ELECT. PEDISTAL	EX. ELECT. TRANSFORMER	EX. ELECT. METER
PROP. ELECT. METER	EX. AIR CONDITIONER	EX. MANHOLE	EX. LIGHT POLE	PROP. LIGHT POLE	EX. BOLLARD	PROP. INLETS (SEE GRADING PLAN FOR TYPE)	VERTICAL SEPARATION REQUIREMENT	EX. POWER POLE	PROP. POWER POLE
EX. TELEPHONE MANHOLE	EX. TRAFFIC SIGNAL LIGHT	EX. TRAFFIC CONTROL BOX	EX. PLANT METER	EX. YARD LIGHT	EX. GROUND TRAP	EX. SS MANHOLE	EX. GAS METER	PROP. GAS METER	EX. ELECT. MANHOLE
EX. STORM MANHOLE									

- GRADING NOTES**
- CONTRACTOR SHALL REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT FOR EXISTING SOIL CONDITIONS, CONSIDERATIONS, AND RECOMMENDATIONS.
  - CONTRACTOR SHALL NOT EXCEED THE EXISTING 1% SLOPE. EXISTING 1% SLOPE SHALL BE MAINTAINED TO THE MAXIMUM SPECIFICATIONS. CONSTRUCTION DRAWINGS, STORM WATER POLLUTION PLAN, AND GEOTECHNICAL REPORT.
  - CONTRACTOR IS RESPONSIBLE FOR THEIR OWN HORIZONTAL AND VERTICAL CONTROL. REFERENCE POINTS AND CONSTRUCTION STAKING IS INCIDENTAL TO THE PROJECT.
  - THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS AND PROPERTY INFORMATION PRIOR TO CONSTRUCTION START.
  - ALL SITE EXCAVATION SHALL BE CONSIDERED UNCLASSIFIED EXCAVATION.
  - GENERAL CONTRACTOR TO PROVIDE A UNIT PRICE FOR REMOVAL AND REPLACEMENT OF SOILS ON THIS SITE SHOULD REMOVAL BE REQUIRED.
  - ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED AS INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT.
  - CONTRACTOR SHALL PROVIDE FINAL GRADES THAT DO NOT OBSTRUCT ANY UTILITY ACCESS AND PROVIDE A SMOOTH TRANSITION TO MEET AND MATCH EXISTING GRADES ON ALL SIDES.
  - NEW ROUTES ARE NOT TO EXCEED 3% RUNNING SLOPE AND 2% CROSS SLOPE. HANDICAP PARKING AND ACCESS AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
  - ALL NATURAL GROUND SLOPES SHALL NOT EXCEED 3%.
  - PAVING SLOPES SHALL NOT EXCEED 4%.
  - CONTRACTOR SHALL SHOW THAT ALL NECESSARY EARTH EXCAVATION, FILLING, AND REPAIRS ARE IN ACCORDANCE WITH THE CITY OF OKLAHOMA'S REQUIREMENTS SET FORTH IN THE PERMITS FROM THE CITY OF OKLAHOMA.
  - CONTRACTOR IS REQUIRED TO CALL ONE CALL AS WELL AS THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION/CONSTRUCTION ACTIVITIES TAKE PLACE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EXISTING UTILITIES WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.
  - THE CONTRACTOR SHALL GRADE SITE TO INSURE ALL SURFACE WATER DRAINAGE IS AWAY FROM THE BUILDING AND PROVIDES POSITIVE DRAINAGE SO THAT NO STANDING/POUNDING WATER TAKES PLACE ON SITE OR ON ADJACENT PROPERTIES.
  - ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION AND WHERE APPLICABLE SHALL MEET THE REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION HAVING JURISDICTION.
  - THE BUILDING SUBGRADE SHALL BE CONSTRUCTED TO INCLUDE A MINIMUM OF 10 FEET BEYOND THE BUILDING LIMITS AS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER.
  - REFERENCE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR REQUIRED FLOOR SLAB REINFORCEMENT.
  - THE BUILDING PAD SUBGRADE SHALL BE PREPARED IN STRICT ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING STUDY AND THE SOIL SPECIFICATIONS.
  - SEWERAGE SHALL BE INSTALLED TO ALLOW FOR FUTURE EXPANSION AS INDICATED ON THE PLANS.
  - IF CONFLICTS EXIST BETWEEN THE GEOTECHNICAL REPORT AND THE CONSTRUCTION DRAWINGS AND SPECIFICATIONS THE MORE STRINGENT REQUIREMENTS SHALL APPLY.

**SPOT ELEVATION LEGEND**

TC - TOP OF CURB	FF - FINISH FLOOR
G - GUTTER	PS - FINAL GRADE
TP - TOP OF PAVEMENT	TW - TOP OF WALL
HP - HIGH POINT	BL - BOTTOM OF WALL
LP - LOW POINT	WFL - WALL AT GRADE NOT FOOTING
SW - SIDEWALK	
	VERTICAL SEPARATION REQUIREMENT



416 Design  
Oklahoma City  
Oklahoma 73102

**TAP**  
ARCHITECTS

V. 2024.06.07  
F. 2024.06.07

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TRACTOR BOB  
9701 NORTHWEST EXPRESSWAY  
OKLAHOMA CITY, OKLAHOMA 73109

REVISION PER OKC REVIEW  
DATE: 03-13-2018

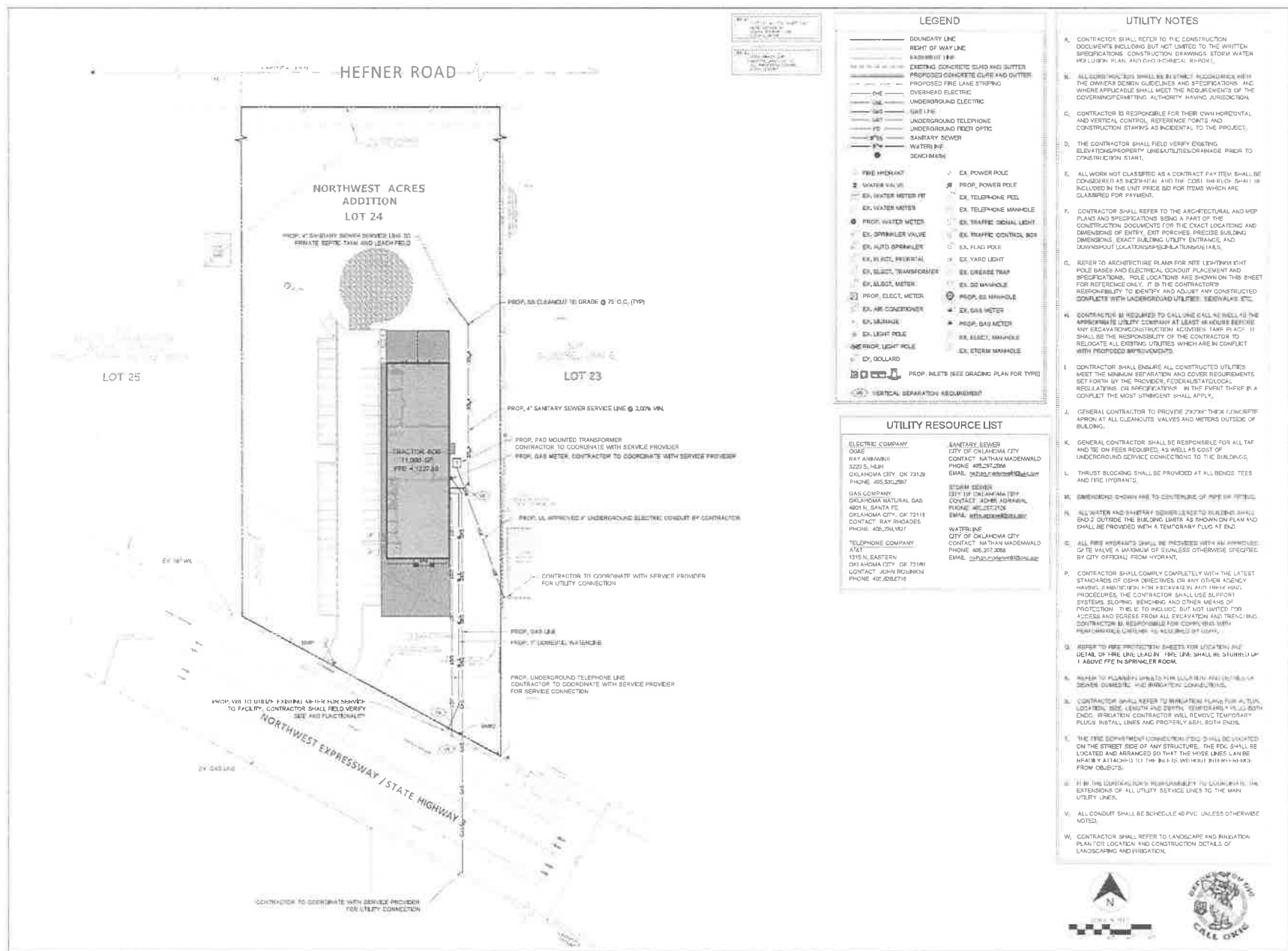
REVISION PER OKC PRICE  
DATE: 03-13-2018

**GRADING PLAN**

**C3.00**

As the owner and architect, we warrant that the information provided in this drawing is true and correct to the best of our knowledge and belief. We warrant that the information provided in this drawing is true and correct to the best of our knowledge and belief.





4-16-2024

OklaHoma City

OklaHoma City 73102



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TRACTOR BOB

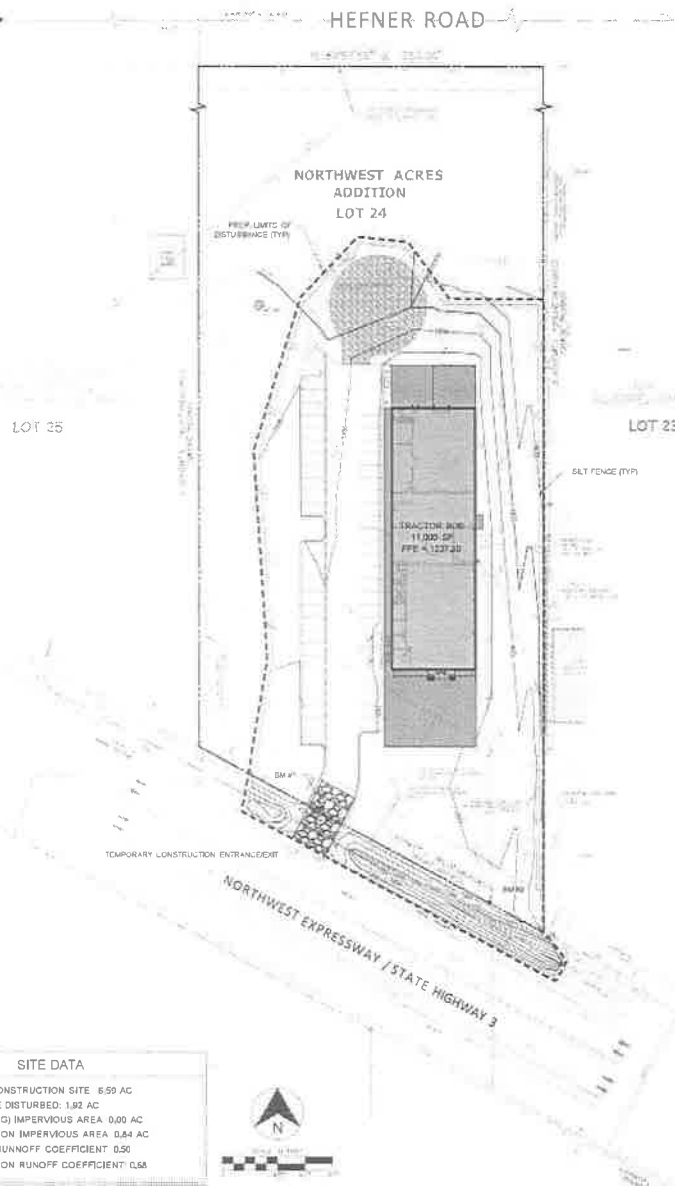
9701 NORTHWEST EXPRESSWAY  
OKLAHOMA CITY, OKLAHOMA 73109

DATE ISSUED TO OWNER  
DATE: 03/15/2018  
REVISION PER OKC REVIEW  
DATE: 03/15/2018

UTILITY  
PLAN

C4.00

18 drawings are under  
multiple revision control  
any changes to any  
drawing will be made  
in accordance with the  
owner's contract.



#### SITE DATA

TOTAL AREA OF CONSTRUCTION SITE: 6.50 AC  
 TOTAL AREA TO BE DISTURBED: 1.92 AC  
 CURRENT (EXISTING) IMPERVIOUS AREA: 0.00 AC  
 POST-CONSTRUCTION IMPERVIOUS AREA: 0.84 AC  
 PRE-DEVELOPED RUNOFF COEFFICIENT: 0.50  
 POST-CONSTRUCTION RUNOFF COEFFICIENT: 0.58

#### EROSION CONTROL NOTES

- SEDIMENT BASINS ARE ATTRACTIVE TO CHILDREN AND CAN BE VERY DANGEROUS. IN ALL CASES, LOCAL ORDINANCES AND REGULATIONS REGARDING HEALTH AND SAFETY MUST BE ADHERED TO.
- ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF OKLAHOMA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT, PERMIT NUMBER AND BECOME FAMILIAR WITH THEIR CONTENTS.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DEPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A PERMANENT VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
- BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- GENERAL CONTRACTOR SHALL DEMOTE ONLY THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS AND TOILET FACILITIES.
- ALL WASHWATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DEPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OIL AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- RUBBER TRASH, GARBAGE, UTENSILS, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE INITIATED AS SOON AS PRACTICABLE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 14 DAYS SHALL BE TEMPORARILY SEECED. THESE AREAS SHALL BE RESEECED LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED SHALL BE PERMANENTLY SEECED. THESE AREAS SHALL BE RESEECED LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS, AS REFERRED TO THE GENERAL PLAN MASTER LANDSCAPE PLAN.
- IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TRUCK MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASHWATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- ALL MATERIALS (SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES) ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVAL OF SEDIMENT IN THE DRAINAGE POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER/DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITY AND EROSION.
- DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) TO PREVENT EROSION.
- ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
- A 3" DIRT CUT SOD SHALL BE PLACED ALONG THE EDGE OF ALL PAVING TO ACT AS A SEDIMENT BUFFER AND AID IN THE ESTABLISHMENT OF VEGETATION.

#### LEGEND

BOUNDARY LINE	EXIST. POWER POLE
RIGHT OF WAY LINE	PROPOSED POWER POLE
EASEMENT LINE	EX. TELEPHONE POLE
EXISTING CONCRETE CURB AND GUTTER	EX. TELEPHONE MANHOLE
PROPOSED CONCRETE CURB AND GUTTER	EX. TRANSFORMER SIGNAL LIGHT
PROPOSED FREE LANE STRIPING	EX. TRANSFORMER CONTROL BOX
UNDERGROUND ELECTRIC	EX. FLAG POLE
GAS LINE	EX. FLAG LIGHT
UNDERGROUND TELEPHONE	EX. GAS METER
UNDERGROUND FIBER OPTIC	EX. ELECT. MANHOLE
SANITARY SEWER	EX. STORM MANHOLE
WATER LINE	EX. 30" MANHOLE
SEWER MAIN	PROPOSED GAS MANHOLE
EX. WATER VALVE	EX. GAS METER
EX. WATER METER	PROPOSED GAS METER
PROP. WATER METER	EX. ELECT. MANHOLE
EX. SPRINKLER VALVE	EX. STORM MANHOLE
EX. AUTO SPRINKLER	
EX. ELECT. FEEDER	
EX. ELECT. TRANSFORMER	
EX. ELECT. METER	
PROP. ELECT. METER	
EX. AIR CONDITIONER	
EX. BEAMER	
EX. LIGHT POLE	
PROP. LIGHT POLE	
EX. BOLLARD	
PROP. INLETS (SEE GRADING PLAN FOR TYPE)	
LIMITS OF DISTURBANCE	
SET FENCE	
TEMPORARY EROSION CONTROL	
SEEDINGS	
INLET PROTECTION	
CONCRETE WASHOUT AREA	

#### SEQUENCE OF CONSTRUCTION

- PHASE 1
  - A PRE-CONSTRUCTION MEETING SHALL BE HELD BY THE GENERAL CONTRACTOR'S MANAGER AND THE OPERATOR'S ENGINEER PRIOR TO ANY DISTURBING ACTIVITIES.
  - PREPARE AND FILL ALL NECESSARY PERMITS.
  - CONSTRUCT TEMPORARY CONSTRUCTION EXITS AT LOCATIONS EXHIBITS THE SHIPPY PLAN AND THE BARRIERS IN BARRIERS EXHIBITS AND A LAYDOWN IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER PARKING, LAYDOWN PORTABILITY, WELL WASH, CONCRETE WASHOUT, MACHINE AREA, FUEL AND MATERIAL STORAGE, CONTAINER, COIL, WASTE CONTAINERS, ETC. DEMOTE THEM ON THE SITE MAPS IMMEDIATELY AND NOTE ANY CHANGES IN THE LOCATIONS AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PHASES.
  - CONSTRUCT THE SILT FENCES IN THE SITE. IF ALL ACTIVITIES AND CONSTRUCT THE CURB, ENGINEERING CONSULTANT TO REVISIONS, INSPECTOR AND CERTIFICATION OF BMP'S. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORMWATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND-DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
  - INSTALL PUBLIC WATER SEWER AND BOX CULVERT.
  - SEED, GRASS AND SOIL THE SITE.
  - SEED, GRASS AND SOIL THE SITE.
  - START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
  - DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY SEECED AND WATCHED.
- PHASE 2
  - INSTALL UTILITIES (UNDER DRAINAGE, STORM SEWERS, CURB AND GUTTERS).
  - INSTALL INLET PROTECTION DEVICES.
  - INSTALL REPAIR AROUND OUTLET STRUCTURES.
  - FINALIZE PERMANENT SUBGRADE PREPARATION.
  - INSTALL BASE MATERIAL AS REQUIRED FOR PAVEMENT.
  - PAVE LOT.
  - REMOVE TEMPORARY CONSTRUCTION EXITS ONLY PRIOR TO PAVEMENT CONSTRUCTION IN THESE AREAS (THESE AREAS TO BE PAVED LAST).
  - DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY SEECED AND WATCHED.
  - TIME GRASS AND INSTALL PERMANENT SEEDING AND PLANTING.
  - REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROLS DEVICES, (ONLY IF 30" IS STAMPED).
  - REMOVE INLET PROTECTIONS AROUND INLETS AND MANHOLES NO MORE THAN 48 HOURS PRIOR TO PLACING STABILIZED GRASS COVERS.

416 S. Broadway

Oklahoma City

Oklahoma City 73102



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F. 402-727-7272

www.tamaproperties.com



TRACTOR BOB  
 9701 NORTHWEST EXPRESSWAY  
 OKLAHOMA CITY, OKLAHOMA 73099

CONTRACT TO CHECK  
 CALL 402-727-7272  
 REVISION PER OKC DRUG  
 DATE: 01-13-2014

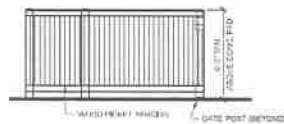
REVISION PER OKC DRUG  
 DATE: 01-13-2014

EROSION  
 CONTROL  
 PLAN

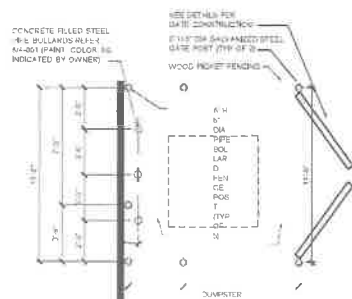
C5.00

All drawings and notes  
 shall be in accordance with  
 the original plan of  
 the project and shall not  
 be modified without the  
 written consent of the  
 owner.

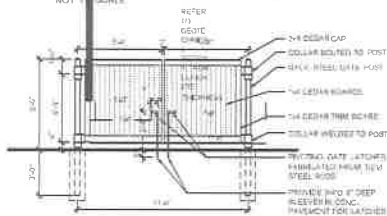




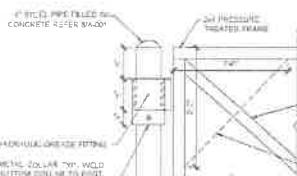
**DUMPSTER ENCLOSURE ELEVATION**  
NOT TO SCALE



**DUMPSTER ENCLOSURE PLAN**  
NOT TO SCALE

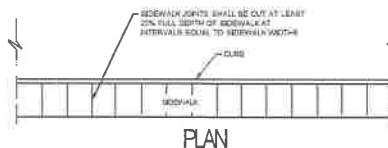


**DUMPSTER ENCLOSURE GATE**  
NOT TO SCALE

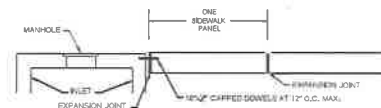


**GATE DETAILS**  
NOT TO SCALE

**WOOD DUMPSTER ENCLOSURE DETAIL (SINGLE)**  
NOT TO SCALE

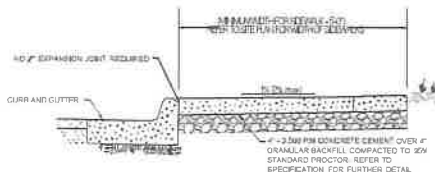


**PLAN**



**SIDEWALK AT INLETS**

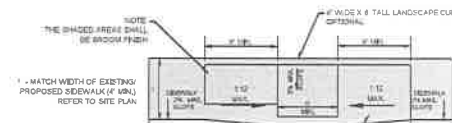
NOTE  
• 10' EXPANSION JOINT SPACING AT 10' OR ADJACENT TO STRUCTURE AND DRIVE.  
• SIDEWALK EXPANSION MATERIAL IS REQUIRED BETWEEN SIDEWALK AND CURB.  
• DOWEL BARS WITH EXPANSION JOINT MATERIAL REQUIRED AT INLETS.



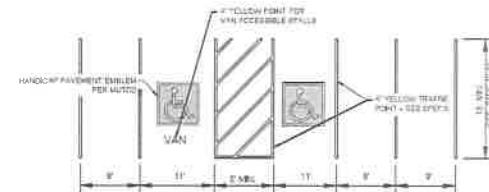
**SECTION**

EXPANSION JOINT SHALL BE INSTALLED BETWEEN SIDEWALK AND DRIVEWAY PAVEMENT.

**SIDEWALK DETAIL**  
NOT TO SCALE



**SPECIAL ACCESSIBLE RAMP DETAIL**  
NOT TO SCALE



**STANDARD PARKING LAYOUT DETAIL**  
NOT TO SCALE

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V. 01/20/2018

F. 01/20/2018

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REVISION PER OKC REVIEW

DATE: 01/21/2018

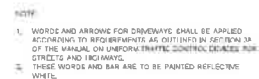
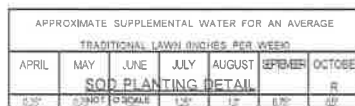
REVISION PER OKC DRIVE

DATE: 01/21/2018

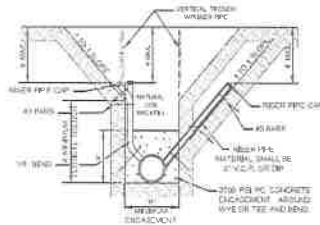
**STANDARD  
DETAILS**

**C6.00**

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# SERVICE CONNECTION INSTALLATION



## CONCRETE ENGASEMENT FOR RISER PIPE

PIPE SIZE (INCHES)	4"	6"	8"	10"	12"
LENGTH OF ENGASEMENT (FEET)	2.0	2.0	2.0	2.0	2.0
MIN. COVER (INCHES)	18"	18"	18"	18"	18"
MIN. COVER (FEET)	1.5	1.5	1.5	1.5	1.5
MIN. COVER (FEET)	1.5	1.5	1.5	1.5	1.5
MIN. COVER (FEET)	1.5	1.5	1.5	1.5	1.5
MIN. COVER (FEET)	1.5	1.5	1.5	1.5	1.5

ALL 12" OR 15" DIA. MANHOLES SHALL BE CONCRETE.

# CONNECTION TYPES

## 1. EXTERNAL CONNECTIONS FOR NEW CONSTRUCTION WYE BRANCHES -

FOR NEW CONSTRUCTION THERE SHALL BE INSTALLED WYE BRANCHES OF SIZE AND TYPE SHOWN ON THE PLANS WITH SIX (6") INCH OPENINGS AT LOCATIONS SHOWN ON THE PLANS OR AS DESCRIBED BY THE ENGINEER.

## 2. EXTERNAL CONNECTION TO EXISTING MAIN -

CONNECTIONS TO EXISTING MAIN MAY BE ACCOMPLISHED AS FOLLOWS:  
A. SADDLES - CONNECTIONS MAY BE MADE BY EXCAVATING THE EXISTING MAIN AND CUTTING A HOLE USING APPROVED EQUIPMENT AND INSTALLING A SADDLE. SEWER SERVICE CONNECTIONS CONSTRUCTED WITH SADDLES SHALL INCLUDE STRAPS, A ONE-EIGHTH (1/8") DEGREE BEND, AND A CLOSURE PIECE. WHEN EXISTING MAIN HAS BEEN REHABILITATED BY TRENCHLESS METHOD OF CONSTRUCTION, THE SADDLE CONNECTION SHALL BE MADE TO THE PIPE OR LINER.  
B. TEES - CONNECTIONS MAYBE MADE BY REMOVING A SECTION OF EXISTING PIPE AND INSTALLING A WYE BRANCH, FITTINGS AND CLOSURE ASSEMBLY SHALL BE USED TO MAKE THE CONNECTION AND SHALL BE SUPPLIED IN A NORMAL DIAMETER OR SIX (6") INCHES. THE EXTERNAL CONNECTION SHALL BE CONSIDERED COMPLETE WHEN BACKFILLING AND SURFACE RESTORATION IS COMPLETE. SERVICE CONNECTIONS CONSTRUCTED WITH WYE BRANCHES SHALL INCLUDE A ONE-EIGHTH (1/8") DEGREE BEND, ELBOW, AND

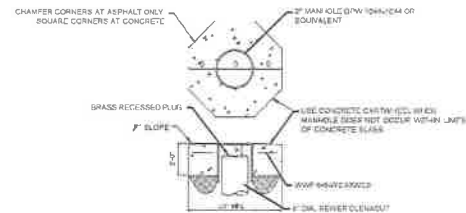
## WHEN REQUIRED, A CLOSURE PIECE.

### 3. RISER

A. INSTALLATION - THE PIPE MAY BE INSTALLED IN ONE OF THREE WAYS SHOWN ABOVE.  
B. SIZE AND MATERIAL - THE RISER PIPE SHALL BE SIX (6") INCH PVC OR DIP.

C. CONCRETE ENGASEMENT - CONCRETE ENGASEMENT AROUND RISER SHALL MEET THE REQUIREMENT ESTABLISHED ABOVE.

4. LOCATOR TAPE - A LOCATOR TAPE, GREEN IN COLOR STATING "CAUTION - SANITARY SEWER RISER BURIED BELOW" SHALL BE ATTACHED TO THE SANITARY SEWER RISER AND EXTENDED TO A MINIMUM OF TWO (2) FEET ABOVE THE GROUND. THE TAPE SHALL BE THREE (3) INCH WIDE DURATAC AS MANUFACTURED BY THOR ENTERPRISES, INC., OF SUN PRAIRIE, WISCONSIN OR APPROVED EQUAL.

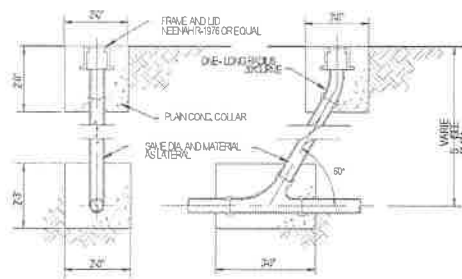


## TYPICAL CLEANOUT MANHOLE DETAIL

NOT TO SCALE

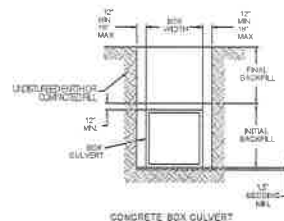
## SEWER SERVICE LINE CONNECTION DETAIL

NOT TO SCALE



## TYPICAL CLEANOUT DETAIL

NOT TO SCALE

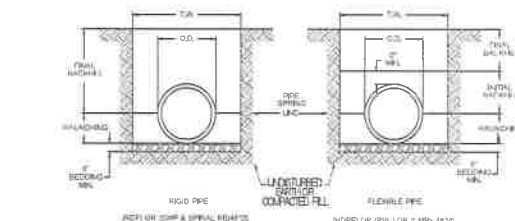


## CONCRETE BOX CULVERT

1. BEDDING SHALL BE DUMPED CLASS 1A WORKED BY HAND OR CLASS 1B COMPACTED TO 90% STANDARD PROCTOR, LOCAL CODES EXCEPT WITH GEOTECHNICAL ENGINEER AND OWNER APPROVAL. NATIVE SOIL MAY BE USED FOR BEDDING PROVIDED IT MEETS THE EMBEDMENT AND BACKFILL MATERIALS IN TABLE 1 EXCEPT IT IS NOT BVA.

2. HAUNCHING SHALL BE WORKED AROUND THE PIPE BY HAND TO ELIMINATE Voids AND SHALL BE CLASS 1A OR CLASS 1B OR CLASS 1C COMPACTED TO 90% STANDARD PROCTOR. PSA GRAVEL SHALL NOT BE USED AS A HAUNCHING MATERIAL. CLASS 1B MATERIAL SHALL BE ALLOWED FOR RIGID PIPE COMPACTED AT 80% STANDARD PROCTOR.

3. INITIAL BACKFILL SHALL BE CLASS 1A WORKED BY HAND OR CLASS 1B OR CLASS 1C COMPACTED TO 90% STANDARD PROCTOR. OR CLASS 1B COMPACTED TO 80% STANDARD PROCTOR. CLASS 1A MATERIAL SHALL BE USED FOR FLEXIBLE PIPE WHEN FILL HEIGHTS EXCEED 6'.



## RIGID PIPE

(PIPE OR CMP OR SPECIAL RESIN)

## FLEXIBLE PIPE

(HDPE OR (PVC) OR RAMP-40VS)

4. FINAL BACKFILL SHALL BE CLASS 1A WORKED BY HAND OR CLASS 1B OR CLASS 1C COMPACTED TO 90% STANDARD PROCTOR, OR CLASS 1B COMPACTED TO 80% STANDARD PROCTOR.

5. FINAL BACKFILL NOT UNDER PAVED AREAS CAN BE CLASS 1A COMPACTED TO 90% STANDARD PROCTOR.

6. ALL MATERIALS ARE CLASSIFIED IN ACCORDANCE WITH ASTM D 2321 (SEE TABLE 1).

7. ALL MATERIALS SHALL BE INSTALLED IN MAXIMUM 1' LAYERS 1 FT. IN ACCORDANCE WITH ASTM D 1557. CLASS 1B AND 1A MATERIALS SHALL BE COMPACTED NEAR OPTIMUM MOISTURE CONTENT.

8. FILL SALVAGED FROM EXCAVATION SHALL BE FREE OF CURBS (CULMINS) AND ROCKS LARGER THAN 2'.

9. ALL TRENCH EXCAVATIONS SHALL BE SLOPED, SHORED, SHEETED, BRACED, OR OTHERWISE SUPPORTED IN COMPLIANCE WITH OSHA REGULATIONS AND LOCAL ORDINANCES.

10. EXCAVATION SHALL BE SLOPED TO THE PLANS, UNLESS WATER-PROOFING AGENTS ARE TO BE REQUIRED.

11. EXCAVATION SHALL BE UNDISTURBED SOIL. IF NECESSARY TO PROVIDE A SUITABLE BASE AS DIRECTED BY GEOTECHNICAL ENGINEER OR OWNER.

12. WHERE GROUND WATER IS PRESENT CLASS 1A MATERIAL SHALL BE WRAPPED WITH A NONWOVEN GEOTEXTILE EXCLUDING BEDDING MATERIAL BETWEEN 1' & 1' THICK.

13. CONTRACTOR SHALL REFER TO GEOTECHNICAL REPORT FOR SOIL TYPE AND CLASSIFICATIONS FOR THIS PROJECT.

14. CONTRACTOR SHALL REFER TO THE LATEST VERSION OF ASTM STANDARDS PRIOR TO CONSTRUCTION.

TABLE 1. CLASSES OF EMBEDMENT AND BACKFILL MATERIALS

ASTM D 2321 MATERIAL CLASS	ASTM D 2321 CLASS	MATERIAL TYPE	% PASSING		ATTENDED LIMIT	
			1 1/2" #	NO. 10	LL	PI
B	1	MANUFACTURED OPEN GRADED AGGREGATES	100%	100%	100%	NON PLASTIC
D	1	MANUFACTURED DENSE GRADED AGGREGATES	100%	100%	100%	NON PLASTIC
F	GP	COARSE-GRAINED SOILS - CLEAN	100%	100%	100%	NON PLASTIC
	GW		100%	100%	100%	
	GM		100%	100%	100%	
	GC		100%	100%	100%	
H	GP	COARSE-GRAINED SOILS W/ FINES	100%	100%	100%	NON PLASTIC
	GW		100%	100%	100%	
	GM		100%	100%	100%	
	GC		100%	100%	100%	
A	GP	FINE-GRAINED SOILS	100%	100%	100%	NON PLASTIC
	GC		100%	100%	100%	

## TRENCH AND BEDDING DETAILS

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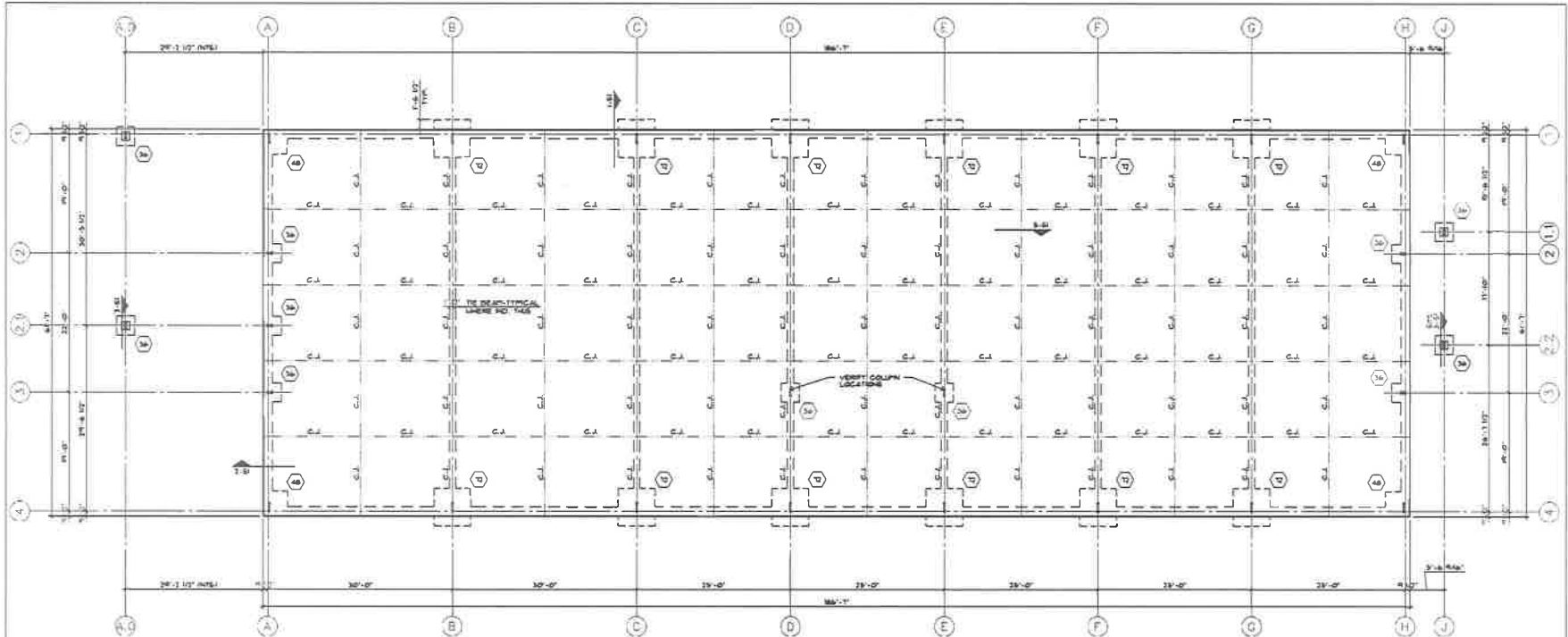
DATE: 10/1/07  
BY: J. L. L. L.  
CHECKED: J. L. L. L.  
DATE: 10/1/07  
REVISIONS: PER ONE-DATE  
DATE: 10/1/07

## STANDARD DETAILS

C6.02

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### FOUNDATION PLAN

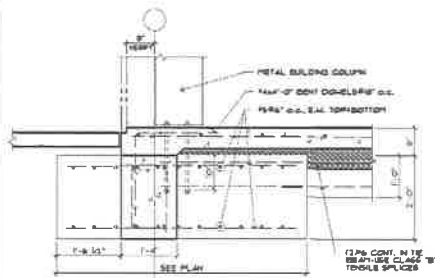
SCALE: 1/8"=1'-0"

TYPICAL SLAB ON GRADE IS 4" CONCRETE REIN. WITH #4 @ 18" O.C. OVER THE VAPOR BARRIER OVER 4" ADOBE BRICK OVER PROPERLY COMPACTED SUBGRADE. CONCRETE FOR SLAB SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 P.S.I.

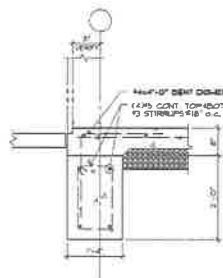
THIS FOUNDATION HAS BEEN PREPARED WITHOUT GEOTECHNICAL INFORMATION AND AN ASSUMED BEARING CAPACITY OF 3000 P.S.I. HAS BEEN ASSUMED. THE OWNER IS RESPONSIBLE FOR VERIFYING ADEQUATE BEARING CAPACITY AND SUITABLE SOIL CONDITIONS. IN ADDITION, FOOTING LOADS HAVE BEEN ESTIMATED AND THE OWNER SHOULD PROVIDE INFORMATION FROM THE METAL BUILDING SUPPLIER FOR VERIFICATION BY FOUNDATION ENGINEER.

(12)

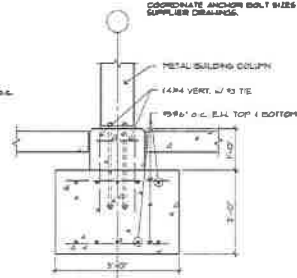
INDICATES FOOTING LIMIT. CONCRETE FOR FOOTINGS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 P.S.I. COORDINATE ANCHOR BOLT SIZES AND LOCATIONS WITH METAL BUILDING SUPPLIER DRAWINGS.



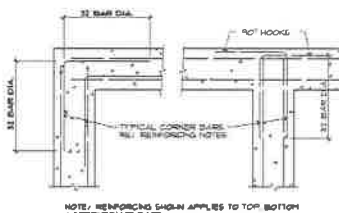
1 FOOTING SECTION  
SCALE: 3/4"=1'-0"



2 FOOTING SECTION  
SCALE: 3/4"=1'-0"

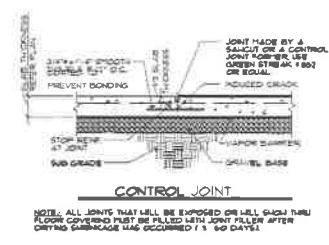


3 FOOTING SECTION  
SCALE: 3/4"=1'-0"



NOTE: REINFORCING SHOWN APPLIES TO TOP BOTTOM INTERMEDIATE SLAB.

4 CORNER REINFORCING DETAIL  
SCALE: NONE



NOTE: ALL JOINTS THAT WILL BE EXPOSED OR WILL SHOW THRU FLOOR COVERINGS MUST BE FILLED WITH JOINT FILLER AFTER DRYING SHRAPAGE HAS OCCURRED 14 TO 20 DAYS.

5 SLAB JOINT DETAIL  
SCALE: NONE

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F.405.232.8810  
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SEAL  
MARK EUDALEY  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF OKLAHOMA  
No. 10000  
Exp. 12/31/2020



PROJECT

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OKLAHOMA CITY, OKLAHOMA 73099

ISSUES

REVISIONS

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DATE: 01-18-2018

SHEET

TITLE

FOUNDATION PLAN

DETAILS

SHEET

NO. IN SERIES

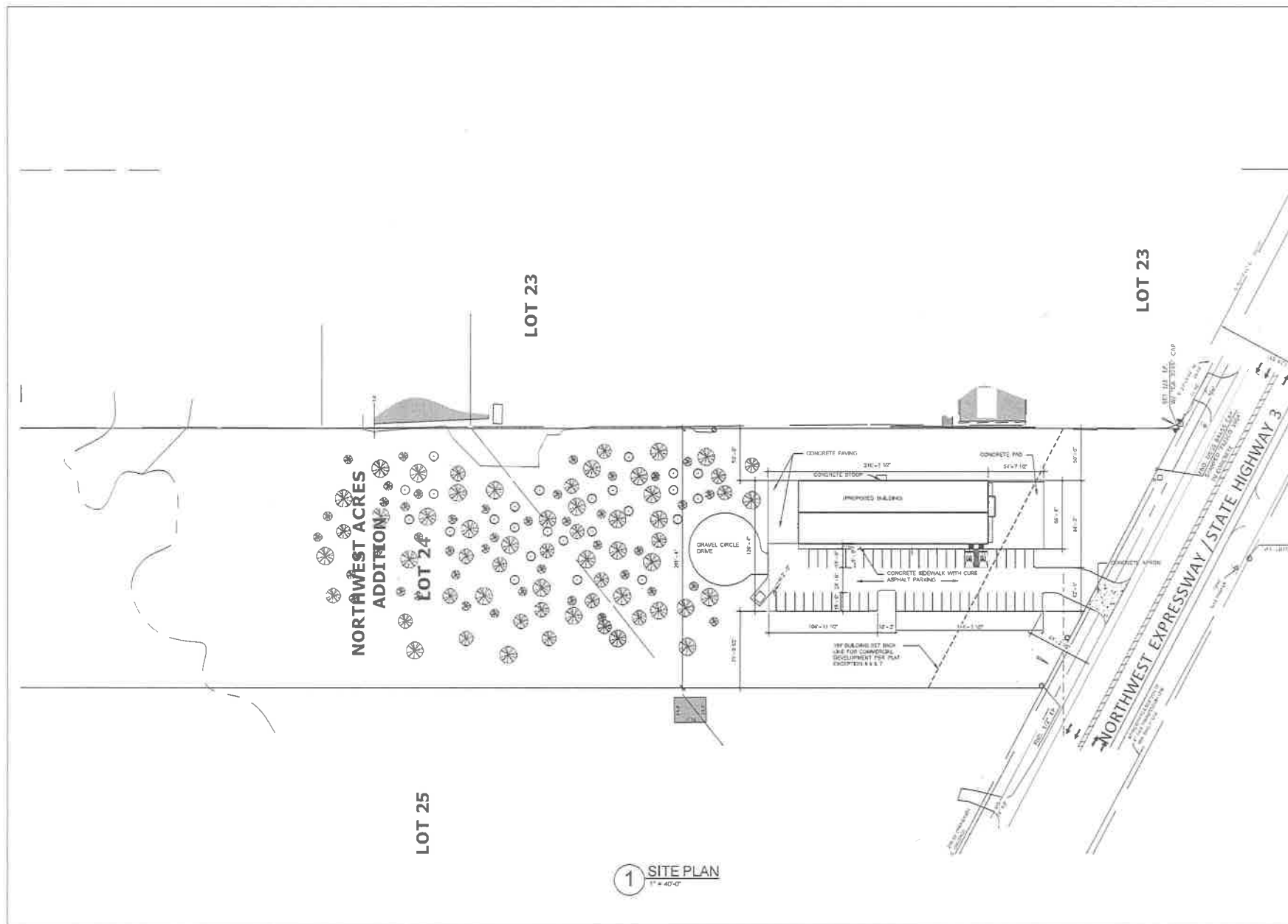
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73099

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SITE PLAN

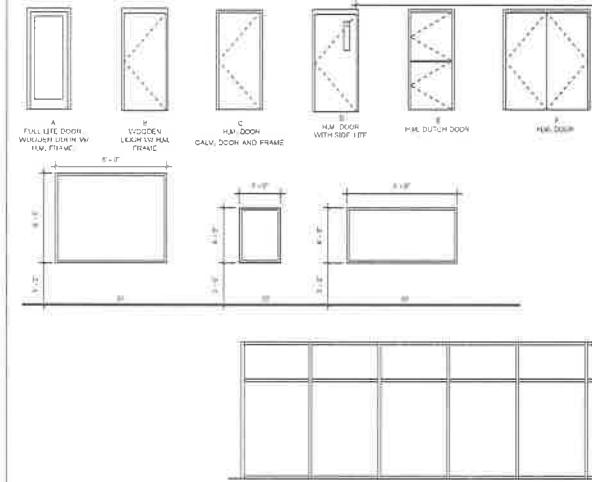
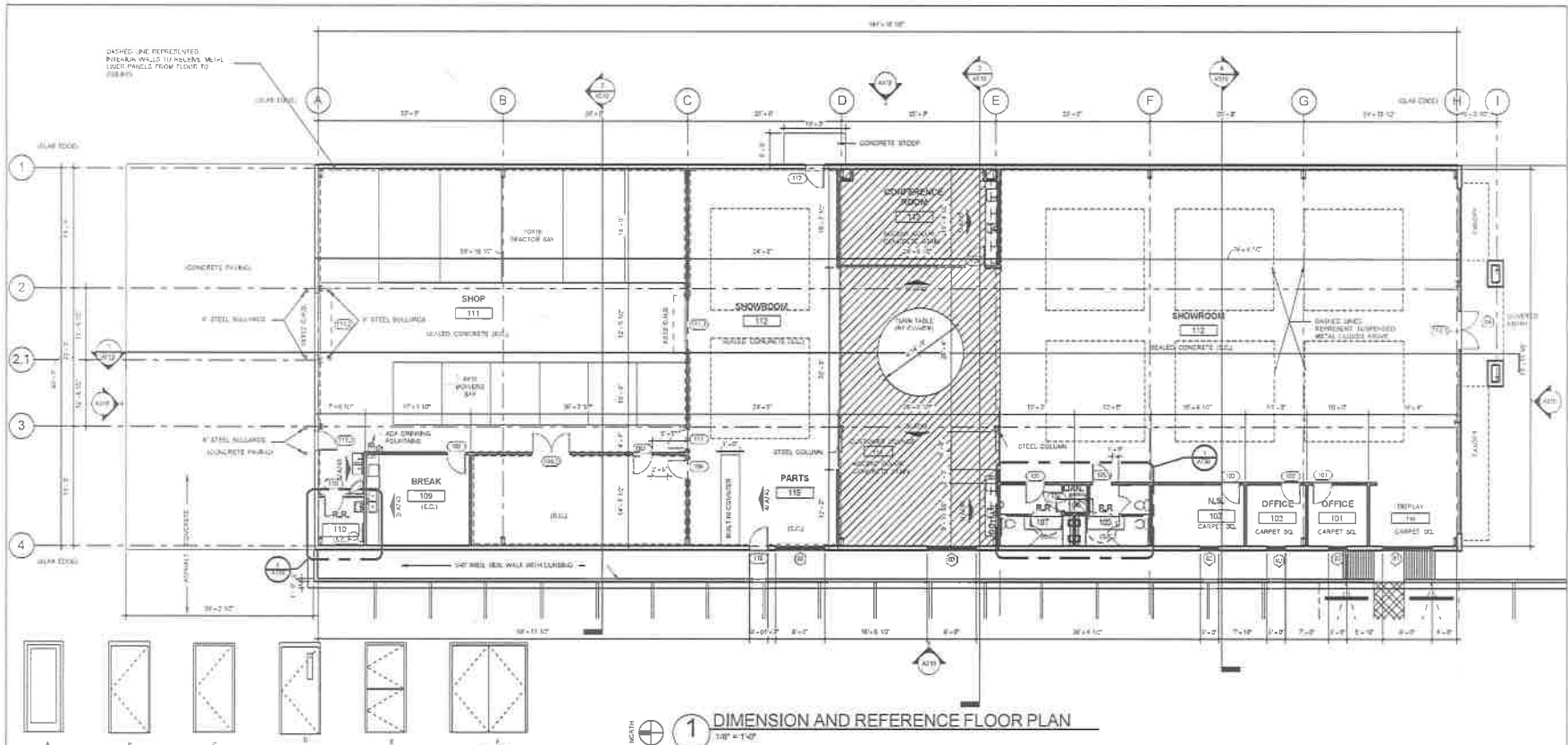
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DOOR SCHEDULE										
DOOR NO.	To Room	DOOR SIZE		D	F	HARDWARE	RATING	DETAILS		
		WIDTH	HEIGHT					HEAD	JAMB	SL
101	OFFICE	3'-0"	7'-0"	A	R	E				
102	OFFICE	3'-0"	7'-0"	A	R	E				
103	N.S.	3'-0"	7'-0"	A	R	E				
104	R.R.	3'-0"	7'-0"	B	R	E				
105	JAN.	3'-0"	7'-0"	B	R	E				
106	R.R.	3'-0"	7'-0"	B	R	E				
107	R.R.	3'-0"	7'-0"	B	R	E				
108	PARTS	3'-0"	7'-0"	C	R	E				
109.1	PARTS	3'-0"	7'-0"	C	R	E				
109.2	PARTS	6'-0"	7'-0"	R	R	E				
110	BREAK	3'-0"	7'-0"	C	R	E				
111	R.R.	3'-0"	7'-0"	C	R	E				
111.1	SHOP	3'-0"	7'-0"	D	R	E				
111.2	SHOP	10'-0"	12'-0"	-	-	-				
111.3	SHOP	3'-0"	7'-0"	C	R	E				
112	SHOWROOM	3'-0"	7'-0"	C	R	E				
112.1	SHOWROOM	6'-0"	7'-0"	C	R	E				
113	CONFERENCE ROOM	3'-0"	7'-0"	-	-	-				
115	PARTS	3'-0"	7'-0"	C	R	E				

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SHEET  
TITLE  
1. DIMENSION AND  
REFERENCE FLOOR  
PLAN  
SHEET  
NUMBER  
A221  
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NUMBER  
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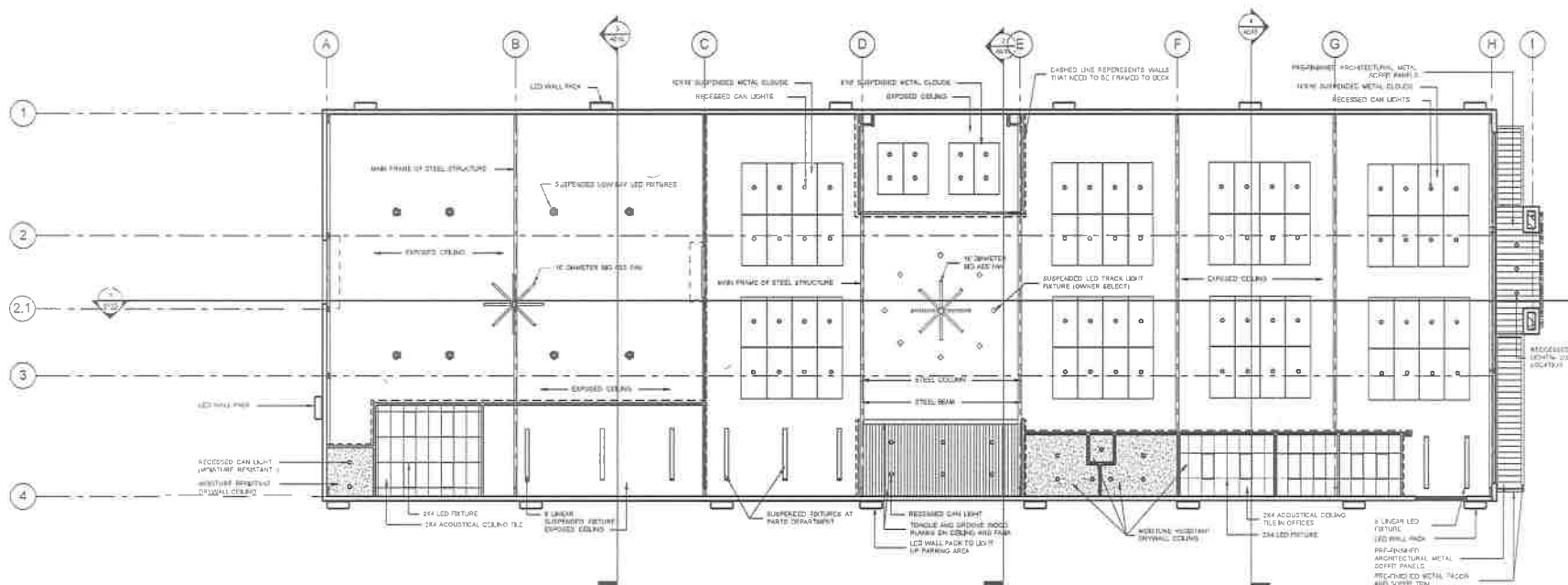
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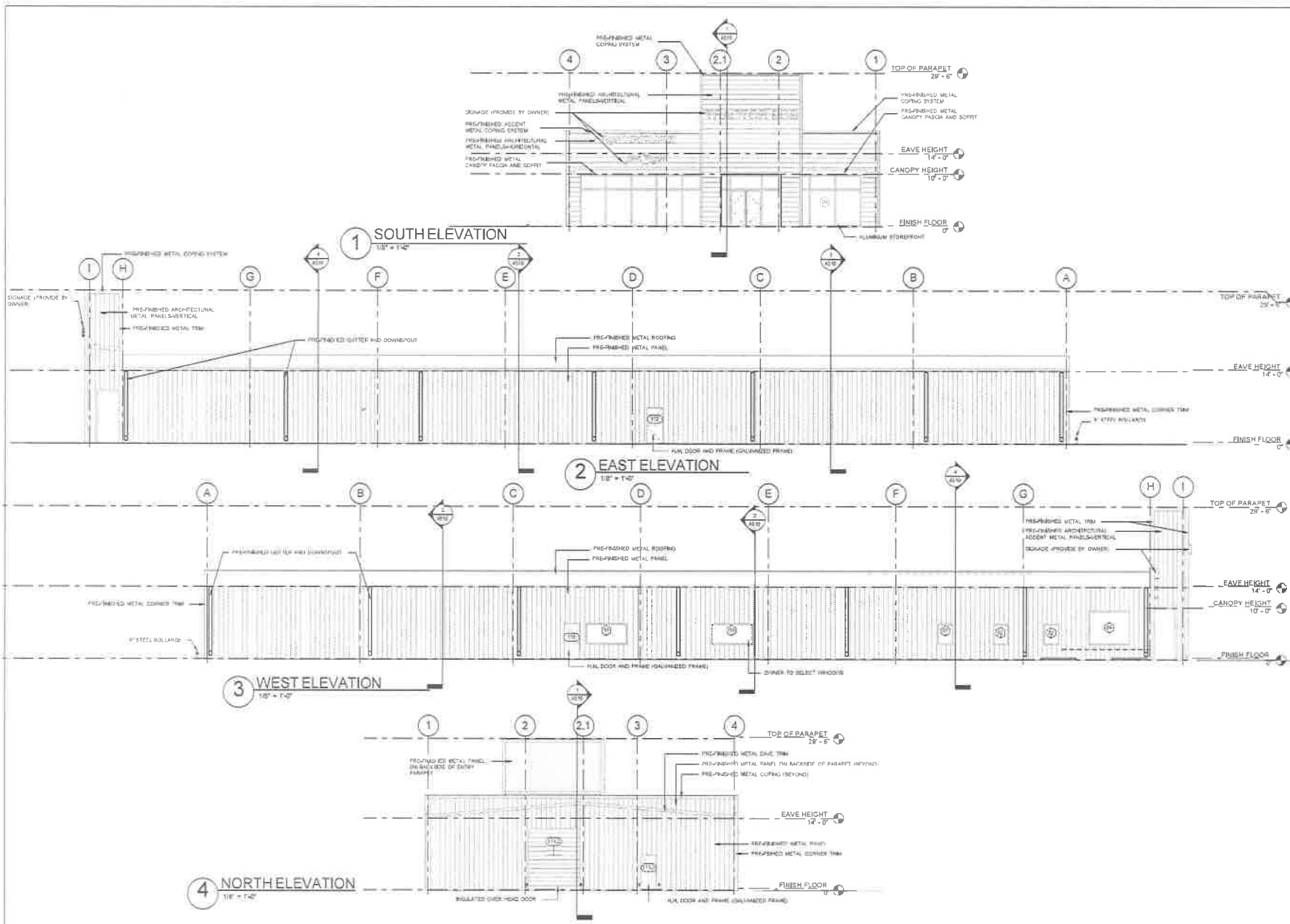
All exercises are written  
mathematically, but are sometimes  
related with a  
Tafelberg and may  
not be displayed with the  
table.



**ELECTRICAL LEGEND**

- RECESSED LED LIGHT
- LOW BAY ILLUMINATION LED FIXTURE
- HIGH BAY ILLUMINATION LED FIXTURE
- LED LAY-IN CEILING FIXTURE
- LED WALL PACK

1 REFLECTED CEILING PLAN



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SHEET

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BUILDING ELEVATIONS

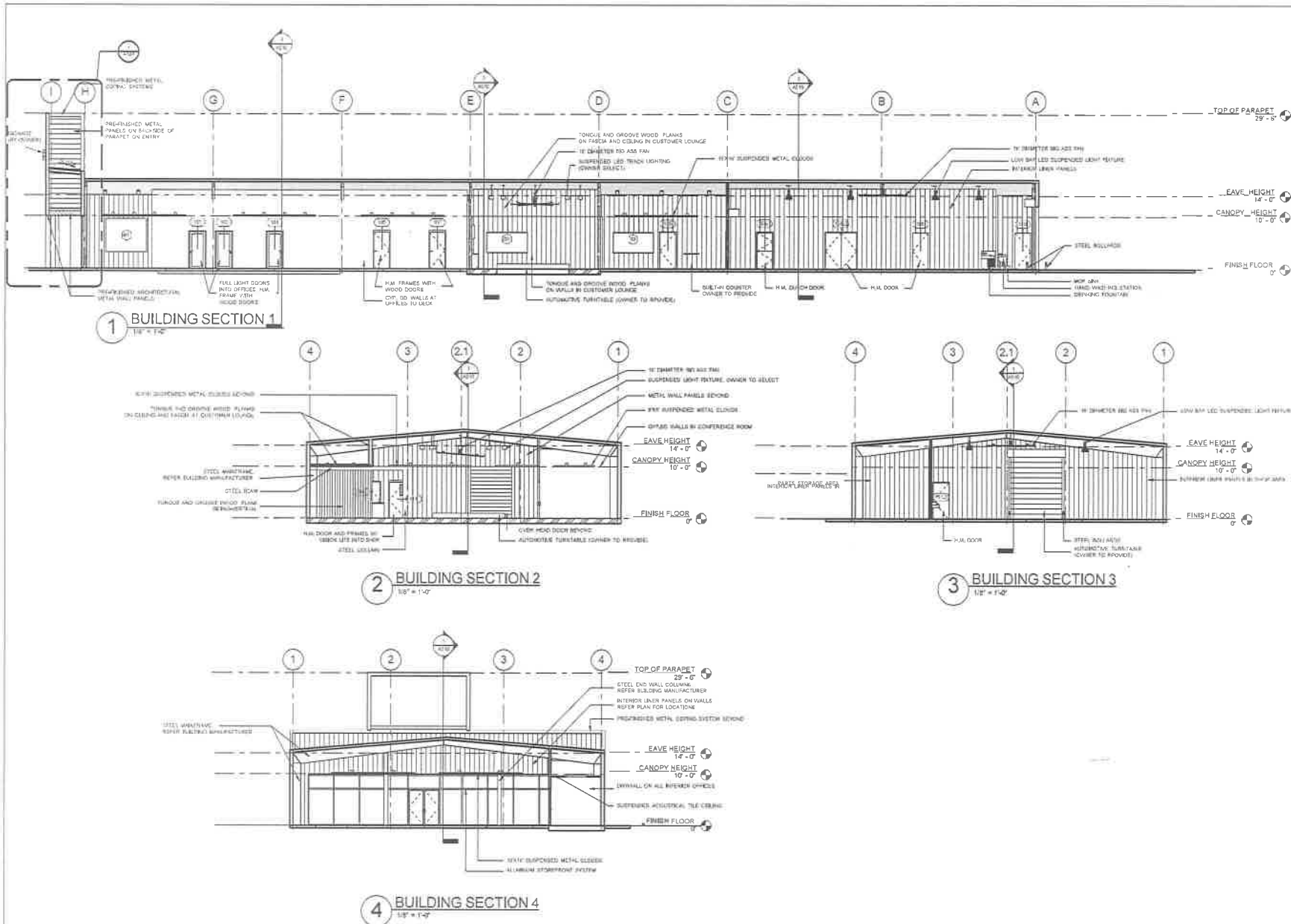
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NUMBER

A310

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All drawings not written  
shall be taken as complete  
drawings and shall be  
subject to the same rules  
as drawings not written  
shall be taken as complete  
drawings and shall be  
subject to the same rules  
as drawings not written



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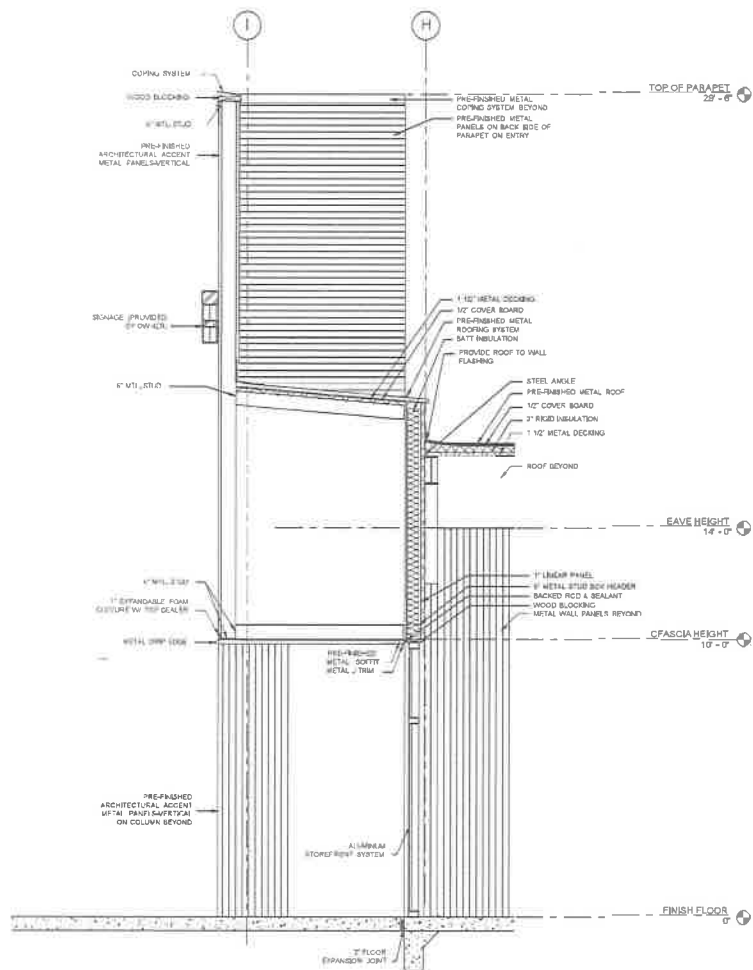
SHEET  
TITLE  
BUILDING SECTIONS

SHEET  
NUMBER  
**A510**

PROJECT  
NUMBER

1720

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accordance with the  
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be in accordance with  
the rules and regulations  
of the State Board of  
Architects.



**1** BUILDING SECTION 1 - Callout 1  
1/2" = 1'-0"

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Date	Description

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TITLE

WALL SECTIONS

SHEET  
NUMBER

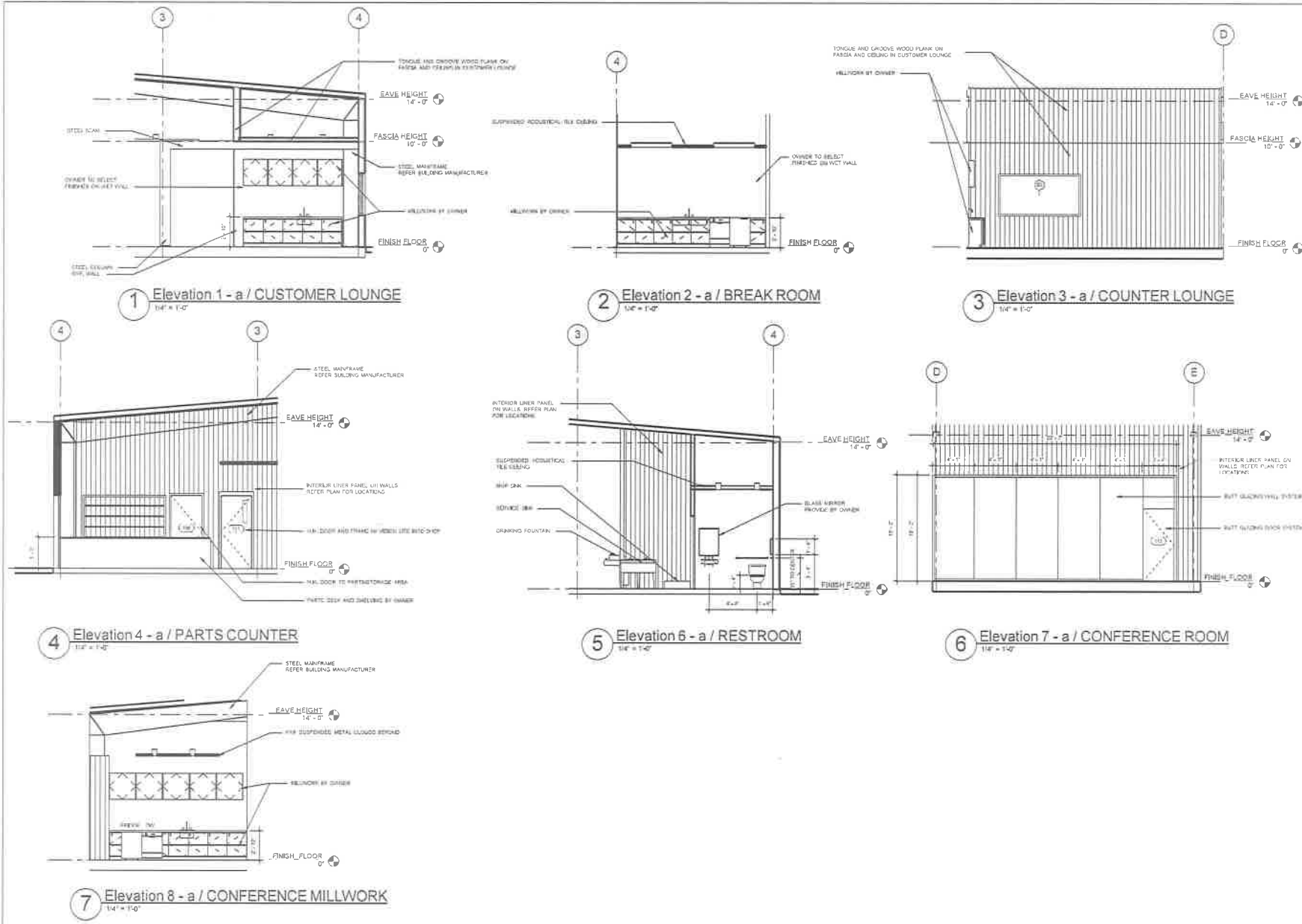
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INTERIOR ELEVATIONS

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