



The City of Oklahoma City
Development Services 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 SPUD ReZONING

Simplified Planned Unit Development District

NW 10th St. Storage

Project Name

Canadian County; Parcel No. 090113268 13100 NW 10TH ST

Address / Location of Property (Provide County name & parcel no. if unknown)

Storage facility.

Summary Purpose Statement / Proposed Development

Staff Use Only:

Case No.: SPUD - 1618

File Date: 14MAR'24

Ward No.: 3

Nbhd. Assoc.: ---

School District: YUKON

Extg Zoning: AA

Overlay: ---

5 acres

ReZoning Area (Acres or Square Feet)

REQUIREMENTS FOR SUBMITTAL:

- ☐ One (1) Typed Legal Description of Proposed Rezoning area in MS Word file (.doc or .docx) format.
- ☐ One (1) copy of Recorded Deed(s), with Exhibit(s), listing current Property Owner in .pdf format.
- ☐ One (1) copy of Letter of Authorization from Property Owner listing Designated Representative if Applicant is not the Property Owner of record.
- ☐ One (1) copy of Property Owners Report listing all property owners who own property within a 300-foot buffer area of the property to be rezoned. 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 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.
- ☐ 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.
- ☐ One (1) Typed Prepared copy of Proposed Master Design Statement in an MS Word file (.doc or .docx) file format.
- ☐ One (1) Proposed Master Development Plan Map in a PDF (.pdf) file format. Reference Submittal checklist for specific details.
- ☐ Maps, Site Plan. Survey Exhibits, Photographs, or other supporting illustrations must be 600dpi minimum resolution, and in a .pdf file format. Photographic file formats (.jpeg, .png, .tiff, etc..) of drawings, maps, or other documents will not be accepted.
- ☐ A filing fee of \$1800.00 must be remitted within One (1) business day of submittal confirmation. (Make check payable to "City Treasurer")

Property Owner Information (if other than Applicant):

Name

Mailing Address

City, State, Zip Code

Phone

Email

David M. Box

Signature of Applicant

Williams, Box, Forshee & Bullard, P.C.

on behalf of Applicant

Applicant's Name (please print)

522 Colcord Dr.

Applicant's Mailing Address

Oklahoma City, OK 73102

City, State, Zip Code

405-232-0080

Phone

dmbbox@wbfbllaw.com

Email

Submit your Application by Email to Subdivisionandzoning@OKC.gov

Compressed files (.zip, etc..) or links to FileShare services (Dropbox, etc..) can not be accepted for security purposes.

"MANLY LEGAL BLANKS"

FORM NO. 298-AF

MANLY OFFICE SUPPLY CO.-PRINTERS-OKLA. CITY

(ORDER BY NUMBER)

CORPORATION JOINT TENANCY WARRANTY DEED WITH ACCEPTANCE

Know All Men by These Presents:

That Central Investors Company,

a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma

whose principal place of business is in Oklahoma County, State of Oklahoma

party of the first part, in consideration of the sum of ---One & No/100--- DOLLARS
(\$ 1.00) and other valuable considerations,

Sell and Convey unto Louie V. Newman & Claire M. Newman, husband and wife,

of _____ County, State of _____, parties of

the second part, as joint tenants and not as tenants in common, with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, the following described real property and premises

situate in Canadian County, State of Oklahoma

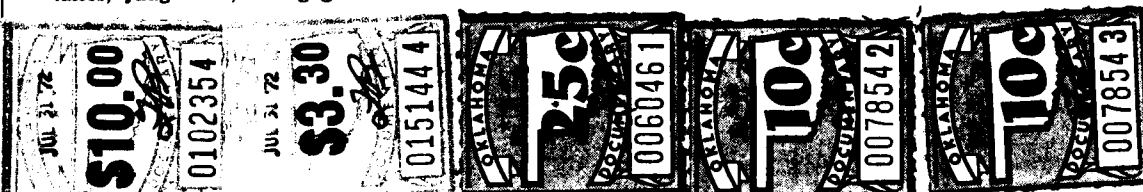
to-wit:

A part of the Northeast Quarter (NE/4) of Section 31, Township 12 North, Range 5 West of the Indian Meridian, described as follows:

BEGINNING at a point 1320 feet West of the Northeast corner of said Quarter Section for a point of beginning; thence South 660 feet; thence East 330 feet; thence North 660 feet; thence West 330 feet to the point of beginning, containing 5 acres, more or less; LESS AND EXCEPT all oil, gas, and other minerals and mineral rights therein and thereto,

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

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.



IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name by its _____ President, its corporate seal affixed, and attested by its Secretary at Oklahoma

City, Oklahoma, this 17th day of May, 19 72

ATTEST: [Signature]
Secretary

Central Investors Co
By H. D. Fidler
H. D. Fidler, President

CORPORATION ACKNOWLEDGEMENT

(Oklahoma Form)

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA: SS

On this 17th day of May, A. D. 19 72, before me, the undersigned, a Notary

Public in and for the ~~County~~ State aforesaid, personally appeared H. D. Fidler,
to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President, and acknowledged to me that he executed the same as his
free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission expires May 1, 1973.

Georgia M. Harris
Notary Public

Return to
Capitol Abstract & Title
201 N. Bryant, Suite B
Edmond, OK 73034
File # 800101
Edmond, OK 73034

THE CLAIRE M. NEWMAN REVOCABLE TRUST

AFFIDAVIT OF DEATH OF SETTLOR

MEMORANDUM OF TRUST

HOLDING REAL PROPERTY INTERESTS

⑧m

KNOW ALL MEN BY THESE PRESENTS THAT:

1. **LOUIE V. NEWMAN**, Successor Trustee declares that **CLAIRE M. NEWMAN** was married the day this trust was created, on December 1, 1993.
2. **CLAIRE M. NEWMAN** passed away on December 28, 2006.
3. In consideration of Ten Dollars (\$10.00) and other good and valuable considerations, **LOUIE V. NEWMAN and CLAIRE M. NEWMAN**, a husband and wife, on December 1, 1993, granted and conveyed an undivided interest to **CLAIRE M. NEWMAN, TRUSTEE OF THE CLAIRE M. NEWMAN REVOCABLE TRUST, DATED DECEMBER 1, 1993**, the following described real property located in CANADIAN County, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

which conveyance is recorded in Book 512, Page 582 of the Records of the County Clerk of CANADIAN County, Oklahoma.

4. The First Successor Trustee is: **LOUIE V. NEWMAN**

The Second Successor Trustees are: **KENNETH L. NEWMAN and
MICHAEL C. NEWMAN**

5. Article XII

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

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Canadian County, OK

1. To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.
2. To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.
3. To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.
4. To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.
5. To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.
6. To sell or exercise stock subscription or conversion rights.

7. To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.
8. To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.
9. To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.
10. To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.
11. To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.
12. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.
13. To continue and operate any business owned by the Settlor at the Settlor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own

negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

14. To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.
15. To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.
16. In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.
17. To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.
18. To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, Realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.
19. To determine what shall be fairly and equitably charged or credited to income and what to principal.
20. To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.
21. To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in

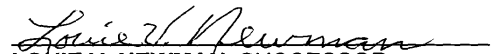
property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

22. In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.
23. To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.
24. To lend funds to the Settlor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Settlor's personal representatives and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.
25. To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.
26. To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.
27. To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the

interests of the beneficiaries.

28. To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.
29. If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of Trust B or any other trusts or bequests in the Settlor's Will or any other transfer which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then to Trust B, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Settlor's Personal Representative deems in the best interest of the Settlor's estate.

In Witness Whereof, the Trustee has executed this Memorandum this 16th day of April, 2008.


LOUIE V. NEWMAN, SUCCESSOR
TRUSTEE OF THE CLAIRE M. NEWMAN
REVOCABLE TRUST, DATED DECEMBER 1,
1993.

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 16th day of April
2008, by **LOUIE V. NEWMAN**, SUCCESSOR TRUSTEE OF **THE CLAIRE M.**
NEWMAN REVOCABLE TRUST, DATED DECEMBER 1, 1993.

Linda Crist
NOTARY PUBLIC

My Commission Expires: _____



EXHIBIT "A"

A part of the Northeast Quarter (NE/4) of Section Thirty-one (31), Township Twelve (12) North, Range Five (5) West of the I.M., being more particularly described as follows: BEGINNING at a point on the North line of said Northeast Quarter and 1652.48 feet East of the Northwest Quarter of said Northeast Quarter; thence South and parallel to the East line of said NE/4, for a distance of 660 feet; thence East and parallel to the North line of said NE/4 for a distance of 330 feet to a point 660 feet West of the East line of said NE/4; thence North and parallel to the East line of said NE/4 for a distance of 660 feet to a point on the North line of said NE/4; thence West on the North line of said NE/4 for a distance of 330 feet to the point or place of beginning, subject to all easements, rights-of-way, restrictions and restrictive covenants of record; LESS AND EXCEPT all oil, gas, and other minerals and mineral rights.

"MANLY LEGAL BLANKS"

FORM NO. 298-AF

MANLY OFFICE SUPPLY CO.-PRINTERS-OKLA. CITY

(ORDER BY NUMBER)

CORPORATION JOINT TENANCY WARRANTY DEED WITH ACCEPTANCE

Know All Men by These Presents:

That Central Investors Company,

a corporation duly organized and existing under and by virtue of the laws of the State of Oklahoma

whose principal place of business is in Oklahoma County, State of Oklahoma

party of the first part, in consideration of the sum of ---One & No/100--- DOLLARS
(\$ 1.00) and other valuable considerations,

Sell and Convey unto Louie V. Newman & Claire M. Newman, husband and wife,

of _____ County, State of _____, parties of

the second part, as joint tenants and not as tenants in common, with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, the following described real property and premises

situate in Canadian County, State of Oklahoma

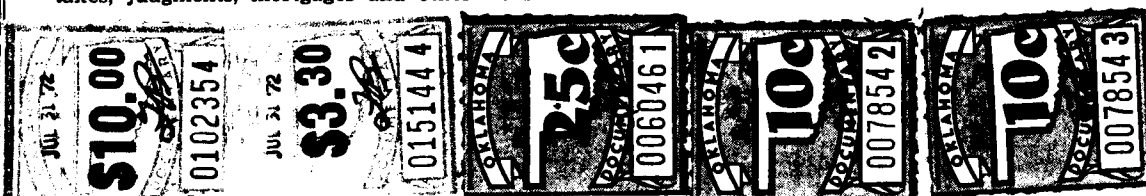
to-wit:

A part of the Northeast Quarter (NE/4) of Section 31, Township 12 North, Range 5 West of the Indian Meridian, described as follows:

BEGINNING at a point 1320 feet West of the Northeast corner of said Quarter Section for a point of beginning; thence South 660 feet; thence East 330 feet; thence North 660 feet; thence West 330 feet to the point of beginning, containing 5 acres, more or less; LESS AND EXCEPT all oil, gas, and other minerals and mineral rights therein and thereto,

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

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.



IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name by its _____ President, its corporate seal affixed, and attested by its Secretary at Oklahoma

City, Oklahoma, this 17th day of May, 19 72

ATTEST: [Signature]
Secretary

Central Investors Co
By H. D. Fidler
H. D. Fidler, President

CORPORATION ACKNOWLEDGEMENT

(Oklahoma Form)

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA: SS

On this 17th day of May, A. D. 19 72, before me, the undersigned, a Notary

Public in and for the ~~County~~ State aforesaid, personally appeared H. D. Fidler, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission expires May 1, 1973.

Georgia M. Harris
Notary Public

Return to
Capitol Abstract & Title
201 N. Bryant, Suite B
Edmond, OK 73034
File # 800101
Edmond, OK 73034

THE CLAIRE M. NEWMAN REVOCABLE TRUST

AFFIDAVIT OF DEATH OF SETTLOR

MEMORANDUM OF TRUST

HOLDING REAL PROPERTY INTERESTS

⑧m

KNOW ALL MEN BY THESE PRESENTS THAT:

1. **LOUIE V. NEWMAN**, Successor Trustee declares that **CLAIRE M. NEWMAN** was married the day this trust was created, on December 1, 1993.
2. **CLAIRE M. NEWMAN** passed away on December 28, 2006.
3. In consideration of Ten Dollars (\$10.00) and other good and valuable considerations, **LOUIE V. NEWMAN and CLAIRE M. NEWMAN**, a husband and wife, on December 1, 1993, granted and conveyed an undivided interest to **CLAIRE M. NEWMAN, TRUSTEE OF THE CLAIRE M. NEWMAN REVOCABLE TRUST, DATED DECEMBER 1, 1993**, the following described real property located in CANADIAN County, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

which conveyance is recorded in Book 512, Page 582 of the Records of the County Clerk of CANADIAN County, Oklahoma.

4. The First Successor Trustee is: **LOUIE V. NEWMAN**

The Second Successor Trustees are: **KENNETH L. NEWMAN and
MICHAEL C. NEWMAN**

5. Article XII

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

Doc#:R 2008 10168
Bk&Pg:RB 3443 270-277
Filed:05-06-2008 TMH
01:25:37 PM MT
Canadian County, OK

1. To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.
2. To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.
3. To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.
4. To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.
5. To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.
6. To sell or exercise stock subscription or conversion rights.

7. To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.
8. To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.
9. To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.
10. To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.
11. To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.
12. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.
13. To continue and operate any business owned by the Settlor at the Settlor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own

negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

14. To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.
15. To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.
16. In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.
17. To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.
18. To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, Realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.
19. To determine what shall be fairly and equitably charged or credited to income and what to principal.
20. To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.
21. To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in

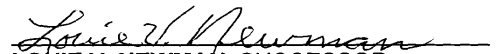
property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

22. In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.
23. To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.
24. To lend funds to the Settlor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Settlor's personal representatives and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.
25. To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.
26. To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.
27. To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the

interests of the beneficiaries.

28. To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.
29. If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of Trust B or any other trusts or bequests in the Settlor's Will or any other transfer which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then to Trust B, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Settlor's Personal Representative deems in the best interest of the Settlor's estate.

In Witness Whereof, the Trustee has executed this Memorandum this 16th day of April, 2008.


LOUIE V. NEWMAN, SUCCESSOR
TRUSTEE OF THE CLAIRE M. NEWMAN
REVOCABLE TRUST, DATED DECEMBER 1,
1993.

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 16th day of April
2008, by **LOUIE V. NEWMAN**, SUCCESSOR TRUSTEE OF **THE CLAIRE M.**
NEWMAN REVOCABLE TRUST, DATED DECEMBER 1, 1993.

Linda Crist
NOTARY PUBLIC

My Commission Expires: _____



EXHIBIT "A"

A part of the Northeast Quarter (NE/4) of Section Thirty-one (31), Township Twelve (12) North, Range Five (5) West of the I.M., being more particularly described as follows: BEGINNING at a point on the North line of said Northeast Quarter and 1652.48 feet East of the Northwest Quarter of said Northeast Quarter; thence South and parallel to the East line of said NE/4, for a distance of 660 feet; thence East and parallel to the North line of said NE/4 for a distance of 330 feet to a point 660 feet West of the East line of said NE/4; thence North and parallel to the East line of said NE/4 for a distance of 660 feet to a point on the North line of said NE/4; thence West on the North line of said NE/4 for a distance of 330 feet to the point or place of beginning, subject to all easements, rights-of-way, restrictions and restrictive covenants of record; LESS AND EXCEPT all oil, gas, and other minerals and mineral rights.

Exhibit A
Legal Description

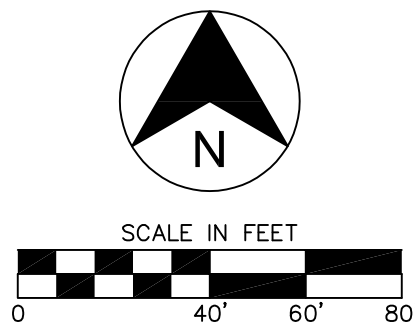
A part of the Northeast Quarter (NE/4) of Section Thirty-one (31), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Beginning at a point on the North line of said Northeast Quarter (NE/4) and 1652.48 feet East of the Northwest corner of said Northeast Quarter; thence South and parallel to the East line of said Northeast Quarter for a distance of 660 feet; thence East and parallel to the North line of said Northeast Quarter for a distance of 330 feet to a point 660 feet West of the East line of said Northeast Quarter; thence North and parallel to the East line of said Northeast Quarter for a distance of 660 feet to a point on the North line of said Northeast Quarter; thence West on the North line of said Northeast Quarter for a distance of 330 feet to the point of beginning.



NW 10th ST. STORAGE

OVERALL SITE CONCEPT
OKLAHOMA CITY, OKLAHOMA


CONCEPT ILLUSTRATION
DRAWING PREPARED MARCH 8, 2024

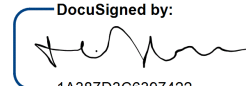


ORIGINAL PAPER SIZE 24X36

LETTER OF AUTHORIZATION

Nora G. Newman and Kenneth L. Newman, (the property owner of record) or (an agent of the property owner of record) authorize the firm of Williams, Box, Forshee & Bullard P.C., to make application for municipal approvals and to do all things necessary for the advancement of such application with respect to the property at the following location: A part of the Northeast Quarter (NE/4) of Section Thirty-one (31), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Beginning at a point on the North line of said Northeast Quarter (NE/4) and 1652.48 feet East of the Northwest corner of said Northeast Quarter; thence South and parallel to the East line of said Northeast Quarter for a distance of 660 feet; thence East and parallel to the North line of said Northeast Quarter for a distance of 330 feet to a point 660 feet West of the East line of said Northeast Quarter; thence North and parallel to the East line of said Northeast Quarter for a distance of 660 feet to a point on the North line of said Northeast Quarter; thence West on the North line of said Northeast Quarter for a distance of 330 feet to the point of beginning.

DocuSigned by:

By: E6DEFE2D301B4A3...
Nora G. Newman
Title: Owner
Date: 3/7/2024

DocuSigned by:

By: 1A307D3C6397422...
Kenneth L. Newman
Title: Owner
Date: 3/7/2024

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF CANADIAN)

The undersigned bonded abstractor in and for Canadian County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Canadian County, Oklahoma, as updated by the records of the County Clerk of Canadian County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:


A part of the Northeast Quarter (NE/4) of Section Thirty-one (31), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows: Beginning at a point on the North line of said Northeast Quarter (NE/4) and 1652.48 feet East of the Northwest corner of said Northeast Quarter; thence South and parallel to the East line of said Northeast Quarter for a distance of 660 feet; thence East and parallel to the North line of said Northeast Quarter for a distance of 330 feet to a point 660 feet West of the East line of said Northeast Quarter; thence North and parallel to the East line of said Northeast Quarter for a distance of 660 feet to a point on the North line of said Northeast Quarter; thence West on the North line of said Northeast Quarter for a distance of 330 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (1), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: MARCH 4, 2024 at 7:30 AM

First American Title Insurance Company

By: 

Sarah Overholser
Abstractor License No. 4803
OAB Certificate of Authority # 0058
File No. 2860951-WA99

Owner	Mailing Address	LOT	BLOCK	Legal Description
LOUIE V.NEWMAN	13128 NW 10TH ST.YUKON.OK.73099			PT NE/4 31-12N-5W (A#10 ON THE MAP) - SUBJECT PROPERTY
YKOK LLC	5651 36TH AVE NE.NORMAN.OK.73026			PT NE/4 31-12N-5W (A#9 ON THE MAP)
VIRGINIA KOEHN TRUST	7625 CLAYTON DR.OKLAHOMA CITY.OK.73132			PT NE/4 31-12N-5W (A#28 ON THE MAP)
LEO BRADLEY LIVING TRUST	13175 FIDDLER RD.YUKON.OK.73099			PT NE/4 31-12N-5W (A#29 ON THE MAP)
FULL GOSPEL OF CHRIST MINISTRIES INC	817 N CEMETERY RD.YUKON.OK.73099			PT NE/4 31-12N-5W (A#4 ON THE MAP)
DECKER CENTER LLC	10601 S WESTERN AVE.OKLAHOMA CITY.OK.73170			PT NE/4 31-12N-5W (A#33 ON THE MAP)
MDC COAST 12 LLC ATTN LEGAL DEPARTMENT	11995 EL CAMINO REAL.SAN DIEGO.CA.92130			PT NE/4 31-12N-5W (A#32 ON THE MAP)
WINTERS FAMILY LLC ETAL	13812 WIRELESS WAY.OKLAHOMA CITY.OK.73134			PT NE/4 31-12N-5W (A#31 ON THE MAP)
ALDI (TEXAS) LLC C/O RYAN TAX COMPLIANCE SVCS, LLC	PO BOX 460049 DEPT 501.HOUSTON.TX.77056			PT NE/4 31-12N-5W (A#30 ON THE MAP)
NANCY BLOODWORTH REVOCABLE TRUST	182 VILLAS HEIGHTS DR.LITTLE ROCK.AR.72223			PT NE/4 31-12N-5W (A#7 ON THE MAP)
COOPER YUKON INVESTMENTS LLC	PO BOX 21748.OKLAHOMA CITY.OK.73156	1, 2, 4, 5	1	YUKON PARKWAY WEST 4
TARGET CORP (PROPERTY DEVEL) C/O PROPERTY TAX DEPT.PO BOX 9456	MINNEAPOLIS.MN.55440-9456		1	YUKON VILLAGE
CITY OF OKLAHOMA CITY - OFFICE OF THE CITY CLERK	208 MUNICIPAL BUILDING.OKLAHOMA CITY.OK.73102			STREETS AND EASEMENTS IN SUBJECT AREA ARE NOT SET OUT ABOVE



Assessed Value **\$60,000**
Account: **090113268**
Owner: **NEWMAN,MICHAEL C & NORA G &**



Selected Parcel:

Account: 090113268
Owner: NEWMAN,MICHAEL C & NORA G &
Assessed Value **\$60,000**

Select Radius (ft)

300

[Download Mailing List](#)

[Download Excel](#)

THE CITY OF OKLAHOMA CITY
SIMPLIFIED PLANNED UNIT DEVELOPMENT

SPUD-_____

MASTER DESIGN STATEMENT FOR

NW 10th St. Storage

March 14, 2024

PREPARED BY:

WILLIAMS, BOX, FORSHEE & BULLARD P.C.

David Box

522 Colcord Drive

Oklahoma City, OK 73102

405-232-0080 Phone

405-236-5814 Fax

dmbox@wbflaw.com

SPUD- MASTER DESIGN STATEMENT

This document serves as the Master Design Statement and fulfills the ordinance requirements for the Simplified Planned Unit Development (Chapter 59, Section 14150.B of the Oklahoma City Municipal Code, 2020, as amended).

I. Special Development Regulations:

The following Special Development Regulations and/or limitations are placed upon the development of the Simplified Planned Unit Development. Planning and zoning regulations will be those that are in effect at the time of development of this Simplified Planned Unit Development; provided, however, that the density and or intensity of the SPUD shall not be increased. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this Simplified Planned Unit Development. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Oklahoma City's Planning and Zoning Code as such exists at the time of development of this Simplified Planned Unit Development. In the event of conflict between provisions of this SPUD and any of the provisions of the Oklahoma City Municipal Code, as amended ("Code"), in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SPUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this SPUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this SPUD, such Special Use and Development Regulations of this SPUD shall prevail and be controlling.

1. This site will be developed in accordance with the regulation of the **C-3 Community Commercial District** (OKC Zoning Ordinance, 2020, as amended), except that the following restrictions will apply:

The following uses shall be the only uses permitted:

8300.1	Administrative and Professional Offices
8300.23	Building Maintenance Services
8250.3	Community Recreation: Property Owners Association
8300.32	Convenience Sales and Personal Services
8250.13	Light Public Protection and Utility: Restricted
8250.14	Low Impact Institutional: Neighborhood-Related
8300.58	Personal Services: General
8300.59	Personal Services: Restricted
8300.60	Personal Storage
8300.61	Repair Services: Consumer

2. Maximum Building Height:

The maximum building height shall be in accordance with the base zoning district.

3. Maximum Building Size:

The maximum building size shall be 20,000 square feet.

4. Maximum Number of Buildings:

There shall be a maximum of ten (10) buildings within this SPUD.

5. Building Setback Lines

The building setback lines shall be in accordance with the base zoning district, except that the south yard setback shall be 5 feet.

6. Sight-Proof Screening:

Sight-proof screening shall be in accordance with the base zoning district.

7. Landscaping:

The subject parcel shall meet all requirements of the City of Oklahoma City's Landscaping Ordinance in place at the time of development. Healthy and mature trees located along the southern property line will remain when feasible.

8. Signs:

8.1 Freestanding Accessory Signs

Freestanding signs will be in accordance with the base zoning district regulations.

8.2 Attached Signs

Attached signs will be in accordance with the base zoning district regulations.

8.3 Non-Accessory Signs

Non-accessory signs will be in accordance with the base zoning district regulations.

8.4 Electronic Message Display Signs

Electronic Message Display signs will be in accordance with the base zoning district regulations.

9. Access:

Access shall be taken from NW 10th St.

10. Sidewalks

Five (5) foot sidewalks shall be constructed on the arterial street with each development parcel, or six (6) foot sidewalks shall be required if the sidewalk is constructed adjacent to the curb, subject to the policies and procedures of the Public Works Department. Four (4)

foot sidewalks shall be constructed on the interior streets prior to any occupancy certificates being issued.

II. Other Development Regulations:

1. Architecture:

Exterior building wall finish on all structures shall consist of a minimum 70% brick veneer, masonry, drivet, rock, stone, stucco, or wood, finished metal, or other similar type finish.

2. Open Space:

N/A.

3. Street Improvements:

N/A.

4. Site Lighting:

The site lighting in this SPUD shall be in accordance with Chapter 59, Article XII, Section 59-12350 of the Oklahoma City Municipal Code, 2020, as amended.

5. Dumpsters:

Dumpsters shall be located within an area screened by a fence or masonry wall of sufficient height that screens the dumpster from public streets and residences and shall be placed no closer than 50 feet from all property lines adjacent to residential zoning district or use.

Trash collection facilities in this SPUD shall be in accordance with Chapter 49 of the Oklahoma City Municipal Code, 2020, as amended.

6. Parking:

The design and number of all parking facilities in this SPUD shall be in accordance with Chapter 59, Article X of the Oklahoma City Municipal Code, 2020, as amended.

7. Maintenance:

Maintenance of the common areas in the development shall be the responsibility of the property owner or Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

8. Drainage:

Development of this parcel will comply with Chapter 16 of the Oklahoma City Municipal Code, 2020, as amended.

III. Supporting Documents

Exhibit A: Legal Description

Exhibit B: Conceptual Site Plan

Exhibit A
Legal Description

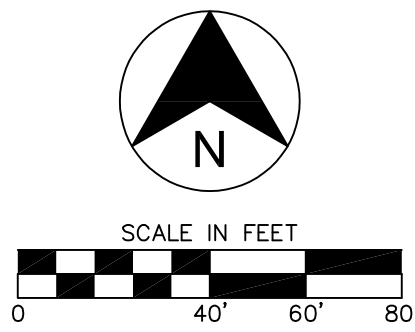
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NW 10th ST. STORAGE

OVERALL SITE CONCEPT
OKLAHOMA CITY, OKLAHOMA

CONCEPT ILLUSTRATION
DRAWING PREPARED MARCH 8, 2024



ORIGINAL PAPER SIZE 24X36