

## **Executive Summary of Opposition to SPUD-1217 by Opposing Residences**

**This executive summary serves as a summary of the letter attached hereto. Please read the letter attached hereto for a more detailed analysis of the issues created by SPUD-1217.**

### **SPUD-1217 violates four municipal codes and/or city specifications:**

1. The western edge of the new N. McKinley Ave. would be only 10 feet from the eastern wall of Mr. Clark's home. City code requires 15 feet for a corner lot.
2. The placement of the new McKinley would cause Mr. Brown and Mrs. Lucas's driveway to be at a 17% grade. Maximum city specification for driveways is 10% according to Christopher Cox, the Oklahoma City Chief Inspector of Right of Ways.
3. Mr. Love's driveway would similarly be too steep, as the new McKinley Ave would cause a 12% grade.
4. Mr. Love's driveway would also be too short at only 21 feet. City Code requires 18 feet of parking space and 5 feet between parking and the curb for a total of 23 feet.

### **SPUD-1217 violates the planokc initiative in the following ways:**

1. Moving McKinley 27.5 feet to the west misaligns the intersection at 39<sup>th</sup> St. and McKinley in direct violation of the planokc initiative, Policy Nos. C-10 and C-11, which instruct the City to "maintain and enhance the connectivity of the street network," and "protect existing traditional street grid."
2. Planokc expressly discourages the "widening of neighborhood streets" in the interest of pedestrian connectivity. SPUD-1217 not only widens the street but moves it entirely, as well.
3. SPUD-1217 violates planokc Policy No. G-26, which states that the city should "preserve mature healthy trees and incorporate them into the design of new development or redevelopment projects to the greatest extent possible."
4. Violates planokc policies for Urban-Medium Intensity Land Use, Policy #.C-9, which provides that in such areas sites should "maintain historical lot and block sizes where possible and appropriate."
5. The purpose of a SPUD is to "to allow for flexibility in zoning regulations in exchange for greater benefits to the community." SPUD-1217 violates this core purpose, as adversely impacting the community for the sole benefit of Mr. White.

### **SPUD-1217 does not achieve the objectives required for approval under OKC municipal code:**

1. SPUD-1217 makes no effort to minimizing adverse effects upon surrounding property, the character of the neighborhood, or any other matters affecting the public health, safety and general welfare.
2. SPUD-1217 is compatible and harmonious with adjacent uses, both existing and planned.
3. SPUD 1217 is inconsistent with City's comprehensive plan and other applicable plans, policies, standards and regulations.
4. SPUD-1217 harms the general prosperity, health, safety, and welfare of the community.

**SPUD-1217 severely damages neighboring properties by removing significant portions of the yards that the current residences care for and maintain (please see letter for pictures and explanation).**

### **Mr. White negotiated in bad faith and repeatedly misled the neighborhood:**

1. Mr. White initially tried to trick Mr. Brown and Mrs. Lucas into signing a consent to the SPUD by telling them the consent was just for "street closure" when the consent actually covered the whole project..
2. Mr. White attempted to bribe Mr. Clark without explaining the project. After Mr. Clark refused, Mr. White has not attempted to negotiate further with Mr. Clark.
3. Mr. White, Mr. Brown and Mrs. Lucas negotiated an agreement in 2019 that allowed for the road to be moved 15 feet in exchange for various compensation. It was agreed to in principal but never executed. Mr. White dismissed every single part of the agreement when submitting his application and never told Mr. Brown or Mrs. Lucas that he was breaking their agreement.
4. Mr. White never contacted Mr. Love.

May 8, 2020

City of Oklahoma City Development Services Department  
Attn: The City Planning Commission  
420 West Main Street, Suite 910  
Oklahoma City, Oklahoma 73102

Re: Opposition to SPUD-1217

To whom it may concern:

The undersigned, J.D. Brown (“**Mr. Brown**”), Lindsay Lucas (“**Mrs. Lucas**”), James Clark (“**Mr. Clark**”), and Clayton Love (“**Mr. Love**”) (collectively referred to herein as the “**Parties**”) are submitting this letter in opposition (this “**Opposition**”) to the Simplified Planned Unit Development, Case No. SPUD-1217 (the “**SPUD**”), applied for by Johnson & Associates, Inc. (“**Johnson & Associates**”) on behalf of Steven White (“**Mr. White**”) at 4020 N. McKinley Ave. (the “**Property**”).

As will be outlined in this letter, this dispute is not about a developer fighting with neighbors to develop his property. The Parties are not outright against development of the Property. In fact, we believe there is a plan that could work toward the benefit of everyone involved. This dispute is about Mr. White wanting to change the right of way owned by the City of Oklahoma City for his sole benefit, despite how these changes would affect neighboring homes. Last year, Mr. Brown and Mrs. Lucas agreed in principal to moving the street 15 feet to the west in exchange for some consideration outlined in this letter and in the Acknowledgement and Agreement (attached hereto on Schedule 1). Mr. White has broken the entire agreement and is now trying to move the street an additional 12.5 feet (27.5 feet in total).

Johnson & Associates will argue that there is no room for negotiation, that McKinley must be moved 27.5 feet. This is true only if Mr. White’s plan cannot change, if six houses must be built on lots so small that each house must be extremely long east-to-west. We oppose that plan. As can be seen in the petition submitted simultaneously with this letter, the entire neighborhood opposes that plan.

Johnson & Associates will also argue that a street typically goes down the middle of a right of way (they are actually trying to move it two feet farther to the west of the center line). If this were a new street, they would be correct; McKinley could be placed down the middle of the Right of Way. But this is not a new street. McKinley has been where it is for nearly a century. Mr. Clark’s house was built in 1935. Mr. Love’s in 1928. The city has grown around McKinley as it currently sits. Turning back the clock now to move McKinley to the west destroys so much of the character of the neighborhood and the properties the Opposing Residences enjoy.

When the Opposing Residences bought their respective homes, they did so with McKinley in its current location, never dreaming McKinley would be moved in such a drastic manner. Mr. White also bought his Property knowing exactly where the street was. Now, Mr. White is asking us to make all the sacrifices, while he makes none. Why should the neighbors suffer all of the consequences of Mr. White’s project while he sacrifices nothing? It is inherently unfair to reward Mr. White at the expense of all neighboring properties.

As will be further explained herein, the SPUD creates multiple code and city specification violations to neighboring properties, severely damages the aesthetics and property values of those properties, violates guidelines set out in planock, destroys over 40 trees, and creates an unsafe intersection for vehicles and pedestrians at the intersection of NW 39<sup>th</sup> St. (“**39<sup>th</sup> St.**”) and N. McKinley Ave.

In addition to this letter, Mr. Brown has been going door-to-door in the neighborhood to explain the SPUD to nearby neighbors. Every single person Mr. Brown spoke to has enthusiastically signed the petition in opposition, which petition is being submitted simultaneously with this letter. The neighborhood is unified in their protest of the SPUD.

Below is an overview of the parties and our arguments against this SPUD. It is our request that the SPUD be denied.

## **Overview of the Properties**

Mr. White purchased the Property in order to develop the current park into new houses. The SPUD proposes to build six houses on the Property, which sits directly across from the three residences owned, respectively, by Mr. Brown and Mrs. Lucas (husband and wife), Mr. Clark, and Mr. Love. The three residences are the only three properties between NW 39<sup>th</sup> St (“**39<sup>th</sup> St.**”) and NW 40<sup>th</sup> St. (“**40<sup>th</sup> St.**”) on the western side of N. McKinley Ave. (the block between 39<sup>th</sup> St. and 40<sup>th</sup> St. on N. McKinley Ave. shall be referred to herein as “**McKinley**”).

Mr. Clark owns the residence at 1533 NW 39<sup>th</sup> St., Oklahoma City, Oklahoma 73118 (the “**Clark Residence**”). The Clark Residence lies directly west of the Property and is the southernmost property on McKinley (see Exhibit 1 below).

Mr. Brown and Mrs. Lucas own the residence at 4021 N. McKinley Ave., Oklahoma City, Oklahoma 73118 (the “**Brown-Lucas Residence**”). The Brown-Lucas Residence lies directly west of the Property and is directly north of the Clark Residence (see Exhibit 1 below).

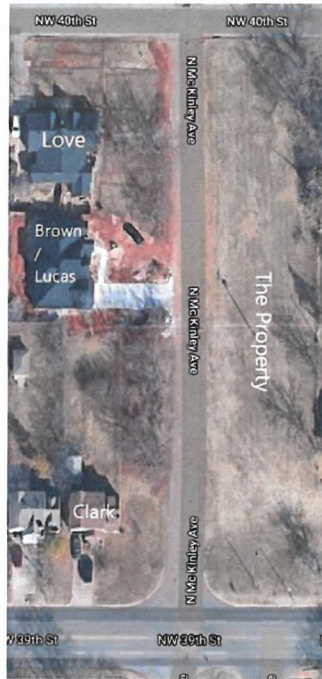
Mr. Love owns 1534 NW 40<sup>th</sup> St., Oklahoma City, Oklahoma 73118 (the “**Love Residence**”). Mr. Love does not live at the Love Residence but rents each side of the duplex to different tenants. The Love Residence lies directly west of the Property and is directly north of the Brown-Lucas-Residence (see Exhibit 1 below). The Clark Residence, Brown-Lucas Residence and Love Residence are referred to herein as the “**Opposing Residences.**”

McKinley runs north-to-south through a 50-foot right of way owned by Oklahoma City (the “**Right of Way**”).<sup>1</sup> The Right of Way is between the Property and the Opposing Residences. On its westernmost side, the Property directly abuts the eastern edge of the Right of Way and the eastern side of McKinley. The property lines of the Opposing Residences directly abut the westernmost side of the Right of Way. Between the property lines of the Opposing Residences and the western edge of McKinley are yards cared for and maintained by the Opposing Residences.

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<sup>1</sup> Any references to property lines, distances, etc. in this Opposition are based on information provided by Johnson & Associates. The parties signing hereto have not surveyed the Right of Way or the Property and are relying entirely on survey information provided by Johnson & Associates.





*Exhibit 1, map of Opposing Residences and Properties*

## **VIOLATIONS OF CITY CODE AND/OR SPECIFICATIONS**

In order to fit six houses on the Property, the SPUD proposes moving McKinley approximately 27.5 feet to the west (the “**New McKinley**”), into what is ostensibly the front yard of the Brown-Lucas Residence, the front yard of the Love Residence, and the side yard of the Clark Residence. Moving McKinley to the west, especially to the extent proposed by SPUD-1217, will devastate the property aesthetics and property value of the Opposing Residences. It also presents the following four separate violations of city code and/or specifications.

### **➤ SPUD-1217 creates an unsafe driveway that exceeds City specifications at the Brown-Lucas Residence.**

The Brown-Lucas Residence sits on a hill. Currently, the front of the Brown-Lucas Residence is 5 feet above street level and the driveway has a grade of nearly 9%. **According to Cristopher Cox, Oklahoma City Chief Inspector of Right of Ways, the maximum grade of a driveway in Oklahoma City is 10%.**

**The removal of 27.5 feet of Mr. Brown and Mrs. Lucas’ driveway increases the grade of the driveway to 16.67%.** If the SPUD is approved, then the driveway would be nearly 67% greater than the maximum allowed under Oklahoma City specifications. This is a dangerous grade that will cause the following adverse consequences:

- Damage to vehicles:
  - Cars will bottom out upon entering the driveway and upon entering the garage.
  - This grade is detrimental to brakes and will cause damage over time.
  - In the event of an emergency, a grade this steep will hinder emergency vehicles.
- Safety Hazards:
  - A slope this steep will become slippery when wet and create a dangerous environment anytime it rains.



- There is a higher risk of brakes failing and cars rolling into traffic.
- Such a steep grade severely depresses the value of the home.

To give an idea of how steep a grade this is, we looked at similar codes in Boulder, Colorado, a city nestled in the middle of the Rocky Mountains. The code for Boulder County, CO, limits a driveway to a maximum grade of 12%. This is 2% greater than Oklahoma City but nearly 5% less than the SPUD would force on Mr. Brown and Mrs. Lucas. However, Boulder has an exception for houses that sit on an actual mountain: the max grade for those homes is 16%.<sup>2</sup> To be clear, the grade literally exceeds the maximum grade allowed for homes that sit on an actual mountain.

In order for the driveway to be at a 10% grade, the street would have to be at least 50 feet from the front of the Brown-Lucas Residence, twenty feet farther east than the SPUD proposes.



*Exhibit 2, Front yard and driveway of Brown-Lucas Residence*

➤ **SPUD-1217 moves New McKinley to within 10 feet of the Clark Residence, where the City Code requires 15 feet.**

Mr. Clark's home sits closer to McKinley than the Brown-Lucas Residence and the Love Residence. Therefore, the moving of McKinley to New McKinley would place the street only 10 feet from the eastern wall of the Clark Residence. City Code requires 15 feet between a street and the house of a corner side yard.<sup>3</sup>

Of course, such a move drastically increases noise and light pollution from the street. On the other side of Mr. Clark's eastern wall is his living room and a bedroom. New McKinley would drastically disturb Mr. Clark's use and enjoyment of those rooms.

<sup>2</sup> Driveway Access for Emergency Vehicles. <https://assets.bouldercounty.org/wp-content/uploads/2017/03/w04-emergency-vehicles-access.pdf>

<sup>3</sup> Oklahoma City Code of Ordinances §59-6100, Table 2.





*Exhibit 3, Side yard of Clark Residence*

➤ **SPUD-1217 increases the grade of the driveway at the Love Residence so that it exceeds city specifications.**

Similar to the driveway at Mr. Brown and Mrs. Lucas's home, New McKinley would change the grade of the driveway at the Love Residence so that it would exceed city specifications. The current grade of the driveway is 5.2%, and the new grade caused by the SPUD would be 12%. As previously mentioned, the maximum grade allowed by Oklahoma City specifications is 10% (see Exhibit 4 below).

➤ **SPUD-1217 forces Mr. Love's driveway to be too short, a violation of city code.**

Mr. Love's driveway is 48.5 feet long and leads directly to the steps to their patio – there is no garage, so in our measurements we have allowed for three feet of space as a walkway to get to the patio stairs. If we did not allow walking space, cars would block the entrance to the Love Residence.

The SPUD removes 27.5 feet of the driveway, leaving only 21 feet, which is, in fact, a violation of city code, which requires 18 feet for vehicle parking and a distance of at least five feet from the street,<sup>4</sup> a total of 23 feet. This was also confirmed by Mr. Cox, the Oklahoma City Chief Inspector of Right of Ways.

21 feet is not large enough for many cars. Indeed, the tenants drive a Ford F150 which is nearly 20 feet in length, meaning the F150 would be inches from New McKinley even if pulled all the way forward. The new driveway nearly prevents the tenants from doing the most basic thing one can do in a driveway: park their vehicle.

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<sup>4</sup> Oklahoma City Code of Ordinances. Article X, §10250.8(A).



*Exhibit 4, Front yard and driveway of Love Residence*

### **Multiple Violations of Planokc Policies and the Planokc Initiative**

Planokc states that the purpose of a SPUD is to “to allow for flexibility in zoning regulations in exchange for greater benefits to the community.”<sup>5</sup> As will be shown in this letter, Mr. White’s SPUD violates the core purpose of a SPUD, as it adversely impacts the community for the sole benefit of Mr. White. The SPUD violates expressly stated planokc policies in the following ways:

#### **➤ Misalignment of N. McKinley Ave.**

As McKinley currently sits, N. McKinley Ave. runs smoothly north-to-south from 40<sup>th</sup> St. to NW 38<sup>th</sup> St. (see Exhibit 5 below). Moving McKinley 27.5 feet to the west misaligns the street grid at 39<sup>th</sup> St. and McKinley, where cars and pedestrians would have to cross 39<sup>th</sup> St. at an angle.

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<sup>5</sup> planokc, p. 424.





*Exhibit 5, map showing N. McKinley Ave.*

The section of N. McKinley Ave. between 38<sup>th</sup> St. and 40<sup>th</sup> St. already runs farther west than the rest of N. McKinley Ave., so this change exacerbates an already existing quirk in the Oklahoma City grid.

**This change directly contradicts planokc, which instructs the City to “maintain and enhance the connectivity of the street network,” and “protect existing traditional street grid.”<sup>6</sup> In fact, maintaining the traditional street grid is specifically enumerated two times in Policy Nos. C-9 and C-11.<sup>7</sup>**

More importantly, moving McKinley creates a dangerous intersection for the many pedestrians who use McKinley. McKinley serves the entire neighborhood as a main avenue for pedestrians exercising and walking pets to the historical portion of Putnam Heights, which lies south of 39<sup>th</sup> St, and to Memorial Park. The neighborhood at 40<sup>th</sup> St. and north is not great for walking. The sidewalks have deteriorated and many cars park on the street. Most people use McKinley to walk to the historical portion of Putnam Heights. The misaligned intersection at 39<sup>th</sup> St. and New McKinley creates a dangerous intersection for all those crossing the street.

The danger is increased by the topography of 39<sup>th</sup> street between Kentucky and McKinley, which has several hills, one of which crests near the current McKinley. Moving the street 27.5 feet west would decrease the ability to see cars travelling east up the hill on 39<sup>th</sup> St.

<sup>6</sup> planokc, Urban – Medium Intensity Land Use Typology Area. Automobile and Pedestrian Connectivity. p. 58.

<sup>7</sup> planokc, p. 320. connectokc, Policy No. C-10. *See also*, planokc, p. 320. connectokc, Policy No. C-11.

**Planokc expressly discourages the “widening of neighborhood streets” in the interest of pedestrian connectivity.<sup>8</sup>** The SPUD not only widens the street, but moves it entirely, all for the sole benefit of Mr. White and at the detriment of the adjacent properties and the neighborhood as a whole.

### ➤ **Destruction of Mature Trees and Existing Tree Canopy**

Moving McKinley to New McKinley would destroy over 40 old trees that currently line the western side of McKinley (see Exhibit 6 below), some of which sit in the front yards of the Brown-Lucas Residence and the Love Residence. These trees are decades old and provide shade for the many pedestrians walking down McKinley.

**Planokc establishes a comprehensive program, the primary function of which is to “preserve and manage the existing tree canopy...”<sup>9</sup>** This is accomplished by “monitoring and managing the City’s ‘urban forest, the trees on public lands and right-of-ways.”<sup>10</sup> It further instructs that any ordinance revisions “provide both requirements and incentives for tree preservation in new projects.”<sup>11</sup>

**This policy is enumerated by Policy G -26, which states that the City should “preserve mature healthy trees and incorporate them into the design of new development or redevelopment projects to the greatest extent possible.”<sup>12</sup>**

A more modest proposal could save all or at the least some of these trees, but, unfortunately, Mr. White has proven himself unwilling to negotiate or spend anytime trying to accommodate the wishes of the Opposing Residences.



*Exhibit 6, Trees lining McKinley*

### ➤ **Failure to Maintain Historical Lot and Block Sizes**

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<sup>8</sup> planokc, Urban – Medium Intensity Land Use Typology Area. Automobile and Pedestrian Connectivity. p. 58.

<sup>9</sup> planokc, p. 206. Initiative 3. Establish a Comprehensive Urban Forestry Program.

<sup>10</sup> *Id.* Emphasis mine.

<sup>11</sup> *Id.*

<sup>12</sup> planokc, p. 342. greenokc, Policy No. G-26.



As previously stated, the Opposing Residences do not oppose development of the Property into housing as a general matter. It is the moving of McKinley and the destruction of so many things cared about by the Opposing Residences and the neighborhood as a whole that has caused such ardent opposition.

Mr. White's insistence on building six houses in such a small lot is at the heart of this issue. In order to fit six houses in the area provided, Mr. White must build each house narrow (north to south) and long (east to west), and because each house must be long, Mr. White is asking to move the entirety of McKinley into neighboring yards in order to provide for, ironically, ample driveway space in front of his houses. Given each of the issues already discussed, a much easier solution would be to build fewer, wider houses that could sit farther back in the provided lot. This is an obvious solution, and it is supported by the policies provided by planokc.

**The Property falls under land that is considered Urban-Medium Intensity ("UM"). Planokc provides that in such areas sites should "maintain historical lot and block sizes where possible and appropriate."<sup>13</sup> Maintaining historical lot and block sizes is a specifically stated policy of the connectokc initiative.<sup>14</sup> Under normal circumstances, 3-4 houses could fit easily. The SPUD, of course, does not maintain historical lot and block sizes, instead asking for much smaller lots to be approved.**

➤ **SPUD-1217 does not achieve the objectives required for approval under OKC municipal code**

The Oklahoma City municipal code outlines exactly what a SPUD must do in order to be approved. As outlined above and further outlined below, it is clear that the SPUD does not meet those objectives. According to the Oklahoma City municipal code, a SPUD must meet the following and use objectives:

- A. **Minimize adverse effects upon surrounding property**, the character of the neighborhood, traffic conditions, parking, utilities, or any other matters affecting the public health, safety and general welfare
- B. Contribute to the revitalization and/or redevelopment of areas where decline has occurred.
- C. Promote infill development **that is compatible and harmonious with adjacent uses**, both existing and planned.
- D. **Maintain consistency with the City's comprehensive plan**, this chapter, and other applicable plans, policies, standards and regulations.
- E. Provide development that contributes more to the **general prosperity, health, safety, and welfare of the community** than would otherwise be provided through the standard development process.<sup>15</sup>

**SPUD-1217 does not meet the above objectives which are required for approval of the applications for the reasons outlined in this letter and further listed below:**

The adverse effects on the surrounding property have been discussed at length above but to reiterate, the SPUD moves McKinley 27.5 feet to the west, taking a significant portion of the

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<sup>13</sup> planokc, p.58. Urban – Medium Intensity Land Use Typology Area.

<sup>14</sup> planokc, p. 320. connectokc, Policy No. C-9.

<sup>15</sup> Oklahoma City Municipal Code, §59-14100.2. Objectives and Use.



Brown/Lucas and Love residences front yards and driveways, placing those residences in violation of city codes, and creating unsafe driveway conditions. It also causes the Clark residence to be out of code as the new street would be just 10 feet from Mr. Clark's home. Further, the SPUD significantly impacts the property values of all three residences.

As outlined in this letter, the SPUD is incompatible and inharmonious with adjacent properties, causing the destruction of yards and an entire block of mature trees. Furthermore, the placement of 6 houses on such a small lot would be out of character with the surrounding neighborhood, as surrounding lot sizes are much larger than what is being proposed.

The SPUD is inconsistent with the City's comprehensive plan and is in direct opposition to planokc, specifically when it comes to the development policies for Urban Medium Intensity land. The SPUD does not maintain historical lot and block sizes, disrupts the historical street grid, and would cause a dangerous misalignment McKinley Ave. at 39<sup>th</sup> St.

The SPUD does not provide development that contributes more to the general prosperity, healthy, safety and welfare of the community than would otherwise be provided through the standard development process. In fact, the SPUD benefits only one person: Mr. White. As drafted, the SPUD allows Mr. White to cram six houses into a lot that is too small for such a development, allowing Mr. White to maximize his profits across the properties. In order to do so, Mr. White wants to move McKinley to the detriment of the Opposing Residences and the neighborhood as a whole. The community health, safety, welfare and general prosperity would be better served if Mr. White was to develop this property under the standard process.

### **Encroachment on the Yards of the Opposing Residences**

**The Brown-Lucas Residence.** Mr. Brown and Mrs. Lucas bought the Brown-Lucas Residence in 2018 – they are both first-time homeowners. The SPUD removes 27.5 feet of the front yard of the Brown-Lucas Residence, severely detracting from the curb appeal of the home. The Brown-Lucas residence has a small backyard that is only 18 feet deep. One of the biggest selling points of the house is its spacious front yard.

New McKinley would force the destruction of four trees in the front yard of the Brown-Lucas Residence, three of which are very old, irreplaceable trees, and one is a young maple tree planted by Mr. Brown and Mrs. Lucas when they moved into their home.

**The Clark Residence.** Mr. Clark bought the Clark Residence in 2004, and has lived in the Putnam Heights neighborhood since the mid-1990s. Moving McKinley to New McKinley also removes over 73% of Mr. Clark's side yard (see Exhibit 3 below), increasing street noise and light to Mr. Clark's living room and a bedroom that share the far east wall of the house.

New McKinley would also remove two trees in Mr. Clark's yard, one of which is a beautiful Cyprus that was planted by Mr. Clark himself.

**The Love Residence.** Mr. Love and his tenants would lose most of their front yard, which would severely detract from the property value of the home. Further, as previously mentioned, New McKinley would destroy seven old growth trees that are in their front yard. These trees shade the walking path for many pedestrians as they travel to and from nearby neighborhoods and parks.

## **Mr. White's Deceitful Business Practices**

Throughout this process, Mr. White has exhibited an unwillingness to operate in a transparent and honest manner. Over the course of the last 15 months, Mr. White was dishonest on multiple occasions, negotiated in bad faith with Mr. Brown and Mrs. Lucas, and attempted to bribe Mr. Clark for his consent without even explaining the details of the project to him. Trust and understanding is essential between a developer and his neighbors, but Mr. White has chosen through his communications with Mr. Brown, Mrs. Lucas, and Mr. Clark to conduct his business as deceptively as the process allows.

### **The broken agreement:**

Because of their very small backyard, Mr. Brown and Mrs. Lucas were interested in the beginning in Mr. White's SPUD, wanting to be proactive in its creation and participate in the SPUD. Mr. Brown and Mrs. Lucas have a very small backyard, ranging only 18-to-20 feet deep. The 10-foot setback in their backyard prevents them from building a patio, outdoor kitchen and pergola that they want. The SPUD would allow them to remove that setback.

Mr. Brown and Mrs. Lucas negotiated in good faith with Mr. White. Mr. White and his attorney, Kelly Work, held a meeting with Mr. Brown and Mrs. Lucas to go over all issues and negotiate an agreement. **Mr. Brown drafted the Acknowledgement and Agreement (the "Agreement"), which was further negotiated via email and eventually agreed to in principal by all parties** (Agreement attached hereto as Schedule 1, and email by Mr. White approving the Agreement attached hereto as Schedule 2).

**In addition to participation in the SPUD, the Agreement said that under no circumstances would McKinley be moved closer than 42.5 feet from the house, which is 15 feet from the current street. 15 feet of the front yard is a large concession, one that was not agreed to easily, but Mr. White made many promises in the agreement as compensation, including but not limited to (i) the inclusion of the Brown-Lucas Residence in the SPUD, (ii) the removal, via the SPUD, of the setback in their backyard, (iii) the reconstruction of driveway to provide a grade satisfactory to Mr. Brown and Mrs. Lucas, and (iv) the provision of material and labor at cost to Mr. White for the construction of a retaining wall, patio and outdoor kitchen in the backyard.**

Mr. White later confirmed via email that the distance of 42.5 feet would work for his plans, as he returned later and took more measurements (see emails attached as Schedule 3).

**Unfortunately, none of the Agreement has made it into the SPUD. As of now, Mr. Brown and Mrs. Lucas will receive none of the agreed-to compensation and Mr. White will get an additional 12.5 feet of space. Mr. White never called Mr. Brown or Mrs. Lucas to let them know that he would not be honoring the Agreement. They only discovered that the process was going forward when they received notice for this hearing from the City.**

As evidence that Mr. Brown and Mrs. Lucas negotiated in good faith, when installing sprinklers in their front yard last summer, they did not install any lines or sprinkler heads past the 42.5 foot line.

Please note, however, that the line originally agreed to by Mr. Brown and Mrs. Lucas was only in return for the consideration promised by Mr. White, some of which relied on the naïve belief that Mr. White would be true to his word after construction began. That faith has been broken. Moreover, Mr. Brown and Mrs. Lucas assumed Mr. White was in similar negotiations with their neighbors, Mr. Clark and Mr. Love. Evidently, this was not the case. For those reasons, it would be difficult for Mr. Brown and Mrs. Lucas to agree to the same 42.5 line at this point.

### **Mr. White's initial dishonesty with Mr. Brown and Mrs. Lucas:**

Mr. Brown and Mrs. Lucas negotiated with Mr. White despite his initial attempt to trick them into signing a consent. Mr. White first contacted Mr. Brown on February 18, 2019, seeking his consent to the "street closure." Mr. White said multiple times, reiterating again and again, that the consent Mr. Brown would be signing was just for "street closure." This was an outright falsehood.

The consent contained a single reference to an "Application" (which could have been easily overlooked), to which Mr. Brown was being asked to consent. When Mr. Brown asked Mr. White for the Application, Mr. White said that it was not yet drafted. Only when Mr. Brown refused to sign without reviewing the Application did Mr. White relent and agree to send the Application once available. Apparently, such a complicated application only takes one day to write, as Mr. White sent the Application first thing Monday morning. By all appearances, Mr. White was not being truthful when he told Mr. Brown that the Application was not yet drafted. Of course, the Application to which Mr. Brown would be consenting included everything outlined in Mr. White's SPUD. Mr. White's first contact with Mr. Brown and Mrs. Lucas was an outright attempt to dupe an unwitting neighbor.

### **Mr. White's attempt to bribe Mr. Clark:**

Mr. White took a different tactic with Mr. Clark. In early 2019, Mr. White visited Mr. Clark at the Clark Residence. Instead of introducing himself and explaining the project to gain Mr. White's consent, Mr. White offered \$100 to Mr. Clark for his signature. Mr. Clark refused, but instead of explaining himself, Mr. White raised his bribe to \$300. At this point, Mr. Clark asked Mr. White to leave. Mr. White has not contacted Mr. Clark again.

As previously stated, to the best of our knowledge, Mr. White has not contacted Mr. Love or his tenants throughout this process.

### **A Failure to Negotiate Further**

As of the submission of this letter, Johnson & Associates has not made any concessions to the Opposing Residences, stating only that McKinley must be moved 27.5 feet in order for Mr. White's project to go forward. We have been willing to negotiate with Mr. White throughout this process, but Mr. White has been either unwilling to negotiate or has not done so in good faith. If Mr. White would build houses that did not require so much space east-to-west (which may require fewer houses), then we could possibly come to terms. Apparently, this is a non-starter for Mr. White. We do not believe these practices should be rewarded.

We were informed by Johnson & Associates that we could receive an update by close of business on Friday, May 8<sup>th</sup>. We will update this letter if necessary to inform the planning commission of any developments.

### **A Final Plea**

In many ways change is inevitable, and progress is generally good. In time, people can grow accustomed to some changes. But this is not the case here. The SPUD would do more than move a street and remove some old trees; it would change the relationship the Opposing Residences have with their homes. If the SPUD passes, Mr. Brown and Mrs. Lucas will be faced with this decision on a daily basis, trying not to bottom-out their car when pulling in and out of their driveway. Indeed, the grade is so great that they could not only bottom out at the bottom of the driveway but also entering their garage. This will happen every day, multiple times a day. It will be a daily struggle that they did not bargain for but one



that was forced upon them. The tenants at Mr. Love's residence will face the same daily struggle. Mr. Clark will be reminded every time he hears a car that is so much louder now with the street directly outside his wall.

For these reasons, we ask you to deny Mr. White's request. It does so much more harm than good. Thank you.

*[Remainder of Page Left Intentionally Blank]*

For the aforesaid reasons, the undersigned hereby oppose SPUD-1217. Thank you for your consideration.

J.D. Brown

DocuSigned by:



*J.D. Brown*

DC16B789F8964F6...

Address: 4021 N. McKinley Ave.  
Oklahoma City, OK 73118

Lindsay Lucas

DocuSigned by:



*Lindsay Lucas*

EA4D2105E4E64A7...

Address: 4021 N. McKinley Ave.  
Oklahoma City, OK 73118

James Clark

Address: 1533 NW 39<sup>th</sup> St.  
Oklahoma City, OK 73118

Clayton Love

Address: 1534 NW 40<sup>th</sup> St  
Oklahoma City, OK 73118

For the aforesaid reasons, the undersigned hereby oppose SPUD-1217. Thank you for your consideration.

J.D. Brown

---

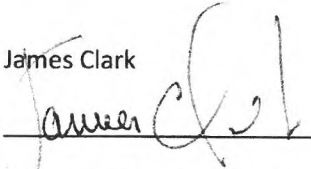
Address: 4021 N. McKinley Ave.  
Oklahoma City, OK 73118

Lindsay Lucas

---

Address: 4021 N. McKinley Ave.  
Oklahoma City, OK 73118

James Clark



---

Address: 1533 NW 39<sup>th</sup> St.  
Oklahoma City, OK 73118

Clayton Love

---

Address: 1534 NW 40<sup>th</sup> St  
Oklahoma City, OK 73118



For the aforesaid reasons, the undersigned hereby oppose SPUD-1217. Thank you for your consideration.

J.D. Brown

James Clark

---

Address: 4021 N. McKinley Ave.  
Oklahoma City, OK 73118

---

Address: 1533 NW 39<sup>th</sup> St.  
Oklahoma City, OK 73118

Lindsay Lucas

Clayton Love

---

Address: 4021 N. McKinley Ave.  
Oklahoma City, OK 73118

---

*Clayton Love*  
Address: 1534 NW 40<sup>th</sup> St  
Oklahoma City, OK 73118

## **SCHEDULE 1**

## ACKNOWLEDGEMENT AND AGREEMENT

THIS ACKNOWLEDGEMENT AND AGREEMENT ("Agreement") is entered into by and among the undersigned parties as of May \_\_\_, 2019.

### RECITALS:

A. John David Brown and Lindsay Jordan Lucas (collectively, the "Owners") own the property at 4021 N. McKinley Avenue, Oklahoma City, Oklahoma 73118 (the "Owners Property"), and will derive substantial direct and indirect benefits as a result of this Agreement.

B. Component Concepts, L.L.C., a limited liability company organized and existing under the laws of the State of Oklahoma (the "Developer") owns the property at [insert legal description], Oklahoma City, Oklahoma 73\_\_\_\_ (Lot \_\_, Block \_\_ in \_\_\_\_\_ Section to \_\_\_\_\_, Oklahoma County, Oklahoma according to the recorded plat thereof, the "Developer Property"), and will derive substantial direct and indirect benefits as a result of this Agreement.

C. The Developer Property is adjacent to and east of Owners Property. Between Owners Property and Developer Property is a 50-foot stretch of land ("OKC Property") owned by the City of Oklahoma City ("OKC"), including but not limited to N. McKinley Ave., between NW 39<sup>th</sup> St and NW 40<sup>th</sup> St (the "Street").

D. The Developer intends to build six houses on the Developer Property. As a part of the development, the Developer is requesting that OKC vacate and deed the OKC Property to the Developer. Additionally, the Developer requires OKC to approve other aspects of the development, including but not limited to closing and moving the Street and rezoning of the Developer Property (collectively, the "Development").

E. The plans for the Development require moving the western edge of the Street into what is ostensibly the front yard of the Owners (the "New Street"), despite not technically impinging on Owners Property. Owners have the right and ability to protest the Development but are willing to waive such rights based on the agreement contained herein.

F. The Developer is seeking Owners' consent to the Development, and Owner is willing to consent upon the conditions outlined in this Agreement. The parties intend this Agreement to set forth herein their mutual understanding and agreement with respect to certain matters pertaining to the Development, including the boundary line between the Owners Property and the proposed new western edge of the New Street (which for the avoidance of doubt shall include the curb) (the "Property Line").

NOW, THEREFORE, in consideration of the recitals, premises, covenants and conditions herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Agreements. The Owners and Developer agree as follows:

a. Property Line. The Developer and Owners hereby agree that the center line of the New Street shall be placed on the center line of the current 50-foot easement, i.e. the OKC Property. The Developer hereby understands that the Owners are relying on the measurements taken during the meeting on April 10, 2019, between Developer and Owners, wherein the Developer measured from the center line and confirmed that the Property Line would be no closer than 42.5 feet from the Owners' house (measuring from the bricks on the northwest corner of the Owners' driveway). Developer hereby agrees that the Property Line shall under no circumstances be closer than 42.5 feet from the Owners' house (measuring from the bricks on the northwestern corner of the Owners' driveway).

b. Vacation of Property. There is 12.5 feet of OKC Property between the new Property Line and the eastern edge of Owners Property (which, for the avoidance of doubt, begins at the southeast corner of Owners Property and runs north until hitting NW 40<sup>th</sup> St. Nothing in this Agreement shall hinder Developer's ability to vacate OKC Property to the south of Owner's Property). Developer hereby agrees to include in its motion to vacate a request that this 12.5 feet of OKC Property be vacated in favor of the Owners. The Developer and Owners hereby agree that any and all legal fees associated herewith shall be borne by Developer. Owners hereby agree to rely solely on Developer's legal counsel, and Developer shall instruct its counsel to act on behalf of Owners on this matter as if Owners are its counsel's client.

c. Access to Home. Developer hereby agrees to provide access at all times to Owners' driveway so that Owners are able to access Owners Property by car.

d. Reconstruction of Driveway. As a part of the construction of the New Street, a portion of Owners' driveway will need to be reconstructed to accommodate the depth of the New Street. Developer hereby agrees to complete such a reconstruction at its sole cost and expense. Owners and Developer understand that the new portion of the driveway may be at a steeper angle than the remainder of the driveway. Prior to construction, Developer shall send Owners a proposal showing the angle of the new portion of the driveway. Owners, in their sole discretion (which shall not be unreasonably withheld), shall determine whether the angle is permissible. If Owners determine the angle is impermissible, then Developer agrees to amend the proposal until the Developer and Owners come to an agreement. For the purposes of this section, construction of the new driveway may impinge on Owners Property, as the Developer may need to reconstruct a larger portion of the driveway in order to accommodate a permissible angle.

e. Owners' Backyard. At the same time as the construction of the new houses on the Developer Property, Owners will be renovating their backyard. Developer hereby agrees to provide labor and materials, which shall include but is not limited to concrete, timber and stone, at the request of Owners. Owner will provide Developer with plans that include type and quantity of materials at least 30 days prior to Developer ordering said materials ("Backyard Renovation Plan"). Any labor and material for the Backyard Renovation Plan shall be at Owners' sole cost and expense; however, Developer agrees to provide such labor and materials at his out-of-pocket and documented costs, for which he will apply any and all discounts to which he has access. Developer will provide estimates for said work at least 10 days prior to purchasing any material for which Owners will be charged, and Developer shall not order said material without written consent by the Owners (which written consent may be by email).



Developer agrees to provide at least 45 days notice to Owners prior to needing any final orders for labor or materials.

f. Homeowners Association. Developer hereby agrees to give Owners the option to join any Homeowners Association associated with the Development and to appoint one Owner, chosen at Owners' sole discretion, on the board of any such Homeowners Association.

g. Simplified Planning Unit Development. Developer and Owners hereby agree that Owners shall participate in the Simplified Planning Unit Development (the "SPUD"). Developer and Owners agree that any and all legal fees associated therewith shall be borne by Developer. Owners hereby agree to rely on Developer's counsel and not obtain their own legal counsel.

h. Cost of Development. Developer hereby agrees that all costs and expenses in association with the Development, including but not limited to any movement of the Street, the reconstruction of the drive, and the movement of any sewage lines, water lines, gas lines, or any other utility line, in connection with or caused by the Development, shall be borne by the Developer. Owner and Developer hereby agree the only cost and expense borne by the Owners shall be in connection with the Backyard Renovation Plan and possible annual dues in connection with the Homeowners Association.

i. Waiver of Right to Protest. In consideration of the foregoing, so long as Developer is not in default of this Agreement or has shown no plans to default on this Agreement, Owners hereby waive their right to protest before any OKC counsel, committee or court.

2. Remedies. It is further understood and agreed that any breach of the provisions shall be deemed a material breach of this Agreement. All parties further agree that any breach on the part of the Developer of the provisions of the preceding paragraph shall cause damages to the Owners that may be difficult to estimate, and accordingly that any such breach shall obligate the Developer to cover all costs and expenses associated with the Backyard Renovation Plan. In the event of such breach by the Developer, the Owners shall also be entitled to a temporary restraining order and injunction to prevent the Developer from taking any action inconsistent with, or in contravention of, the preceding paragraphs. In the event that the Owners, or any one of them, initiate an action in the District Court of Oklahoma County, State of Oklahoma, in order to obtain the above-referenced temporary restraining order and injunction, the Owners shall be entitled to recover any attorney's fees and costs incurred in connection with the filing of such action. In the event that any action is initiated by any of the parties for breach of this Agreement, other than a breach referenced above in this paragraph (c), the prevailing party in any such action shall be entitled to recover attorney's fees and costs incurred therein.

3. Miscellaneous. (a) The recitals set forth above are incorporated herein by this reference with the same force and effect as if fully set forth. (b) Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses set forth below the signatures of the parties. Notices to Developer shall be sent to Mr. Steve White. (c) This Agreement shall be

governed by, and construed in accordance with, the laws of the State of Oklahoma. (d) The failure of any party to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults. (e) If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. (f) This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing. (g) This Agreement shall be binding upon the parties and their respective legal representatives, and heirs. (h) The parties represent and acknowledge that they both have participated in the preparation and drafting of this Agreement and have each given their approval to all of the language contained in this Agreement, and it is expressly agreed and acknowledged that if either party later claims that there is an ambiguity in the language of this Agreement, there shall be no presumption that such ambiguity be construed for or against either party hereto. (i) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument that is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. (j) Accurate electronic (including PDF) copies of this Agreement shall have the same effect as originals. (k) The individuals signing this document represent that they are fully authorized to execute this Agreement and no further actions by other parties are needed to make this Agreement binding and effective according to its terms and conditions.

*{Remainder of this page intentionally blank/signature page(s) to follow}*

IN WITNESS WHEREOF, each of the undersigned has caused the foregoing Acknowledgement and Agreement to be duly executed in its name and on its behalf as of the date first above written.

OWNERS:

By: \_\_\_\_\_  
Lindsay Jordan Lucas

By: \_\_\_\_\_  
John David Brown

Owners' Notice Address:

Email: [john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
[llucas@tapstoneenergy.com](mailto:llucas@tapstoneenergy.com)  
Address: 4021 N. McKinley Ave.  
Oklahoma City, OK 73118

DEVELOPER:  
Component Concepts, L.L.C.

\_\_\_\_\_  
Steve White

Email: [swconcepts@gmail.com](mailto:swconcepts@gmail.com)  
Address:

Attention: Steve White



## **SCHEDULE 2**

## Brown, John D.

---

**From:** steve white <swconcepts@gmail.com>  
**Sent:** Tuesday, May 21, 2019 3:26 PM  
**To:** Brown, John D.  
**Subject:** Re: Acknowledgment Agreement - McKinley project

Looks good to me, I will sent to Kelly.  
Thank you,  
Steve

On Tue, May 21, 2019 at 3:15 PM Brown, John D. <[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)> wrote:

Thanks, Steve. I made the changes as you suggested (see redline attached). As it says in the Agreement we are unsure exactly where the center line of the easement is, so we are relying on your measurements that 42.5 feet is the nearest the street will come to our house.

Let us know if you have any questions.

**McAfee & Taft**

**JD Brown**  
Attorney  
(405) 270-6028 direct  
(405) 270-7228 fax  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103  
[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
[VCard](#) | [BIO](#) | [www.mcafeetaft.com](http://www.mcafeetaft.com)

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**From:** steve white [mailto:[swconcepts@gmail.com](mailto:swconcepts@gmail.com)]  
**Sent:** Tuesday, May 21, 2019 3:00 PM  
**To:** Brown, John D.  
**Subject:** Re: Acknowledgment Agreement - McKinley project

After a quick read, I find only two areas we need to address. The first, (F)(1)(a) needs to read .....of the current 50' street easement. This places the West edge of the new pavement at 12.5' from your current property line. This will start at the SE corner of you property and extend North to 40th street. I intend to vacate and retain the 7.5' portion South of your property to landscape.

The second area is contained in (F)(1)(g). For me to put in a private drive, you will need to participate in the SPUD. Otherwise I will need to construct a City street. Without the SPUD I will have to put in the street at the same location but to City street requirements and I want to stay away from the City specified curb design.

Just for general information, anything that I can do for your backyard project will certainly benefit me. I know it sounds selfish, but if you like what I am doing both their and the project as a whole, you will be telling your friends. That is probably my target market.

If you have sent this to Kelly, I will have him review along with the contents of this email.

Steve

On Tue, May 21, 2019 at 2:31 PM Brown, John D. <[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)> wrote:

Hi Steve,

Glad to hear there's no flooding. The agreement is attached in PDF (it should have sent originally in Word). Feel free to give me a call if you want to discuss different language.

Best,

JD

**McAfee & Taft**

**JD Brown**  
Attorney  
(405) 270-6028 direct  
(405) 270-7228 fax  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103  
[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
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**From:** steve white [<mailto:swconcepts@gmail.com>]  
**Sent:** Tuesday, May 21, 2019 2:28 PM  
**To:** Brown, John D.  
**Subject:** Re: Acknowledgment Agreement - McKinley project

Unfortunately I am unable to open in that format. Can you send PDF? And, no flooding with the rain, just lots of it.

Steve

On Tue, May 21, 2019 at 1:38 PM Brown, John D. <[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)> wrote:

Kelly and Steve,

Apologies again for the delay on this. Attached is the acknowledgment we discussed. I think it reflects our understanding but I welcome any suggestions or comments.

Best,

JD

**McAfee & Taft**

**JD Brown**  
Attorney  
(405) 270-6028 direct  
(405) 270-7228 fax  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103  
[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
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---

**From:** Brown, John D.  
**Sent:** Tuesday, May 21, 2019 12:59 PM  
**To:** 'steve white'  
**Subject:** RE: Re:

Hi Steve,

It's drafted and I'm just having Lindsay give it a review before sending. We'll have it to you shortly.

Hope all the rain hasn't been too bad where you live!

Best,

JD

**McAfee & Taft**

**JD Brown**  
Attorney  
(405) 270-6028 direct  
(405) 270-7228 fax  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103  
[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
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**From:** steve white [<mailto:swconcepts@gmail.com>]  
**Sent:** Monday, May 20, 2019 10:07 AM  
**To:** Brown, John D.  
**Subject:** Re: Re:

I would not sound so calm if my computer was down.

Steve

On Mon, May 20, 2019 at 9:36 AM Brown, John D. <[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)> wrote:

Steve,

I had some home-office issues this weekend (laptop broke and is being fixed now). Assuming we don't lose power and come through the storms okay today, then I'll have a draft to you and Kelly tomorrow. Sorry about the delay again.

Stay safe today.

Best,

JD



**JD Brown**  
Attorney  
(405) 270-6028 direct  
(405) 270-7228 fax  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103  
[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
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**From:** steve white [<mailto:swconcepts@gmail.com>]  
**Sent:** Thursday, May 16, 2019 6:22 PM  
**To:** Brown, John D.  
**Subject:** Re:

Yes, thank you,

Steve

On Thu, May 16, 2019 at 4:02 PM Brown, John D. <[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)> wrote:

Hi Steve,

Totally understand and apologies for the delay. I was out of town this last weekend but I plan on having a full draft to you and Kelly by the end of this weekend. Will that work for you?



**JD Brown**  
Attorney  
(405) 270-6028 direct  
(405) 270-7228 fax  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103  
[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
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**From:** steve white [<mailto:swconcepts@gmail.com>]  
**Sent:** Thursday, May 16, 2019 4:01 PM  
**To:** Brown, John D.  
**Subject:**

If you have not already sent your understanding of our agreement to Kelly, please send. All of these three procedures will take time and I need to proceed.

Steve

### **SCHEDULE 3**



## Brown, John D.

---

**From:** Brown, John D.  
**Sent:** Tuesday, April 23, 2019 10:56 AM  
**To:** 'steve white'  
**Subject:** RE: Proposed NW 39th and McKinley project

Great! The yellow flag was at 42.5 feet, so that's perfect.



**JD Brown**  
Attorney  
(405) 270-6028 direct  
(405) 270-7228 fax  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103  
[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
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**From:** steve white [mailto:swconcepts@gmail.com]  
**Sent:** Tuesday, April 23, 2019 10:53 AM  
**To:** Brown, John D.  
**Subject:** Re: Proposed NW 39th and McKinley project

I don't remember what we measured, but that is where the City will require that the street be placed if we didn't agree to something different. I was out yesterday shooting elevations on the North portion of my site, we also made a quick check of the distance we (you and I) marked up your drive (the yellow flag), everything appears to work out.

Steve

On Tue, Apr 23, 2019 at 10:43 AM Brown, John D. <[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)> wrote:

Hi Steve,

That sounds right. And the westernmost curb will start no closer than 42.5 feet from the front of our house (starting from the garage).

Kind regards,

JD



JD Brown

Attorney  
(405) 270-6028 direct  
(405) 270-7228 fax  
10th Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103  
[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)  
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**From:** steve white [<mailto:swconcepts@gmail.com>]  
**Sent:** Tuesday, April 23, 2019 10:34 AM  
**To:** Brown, John D.  
**Subject:** Re: Proposed NW 39th and McKinley project

That sounds good to me. Just to make sure we are on the same page, my understanding is that the new street center line will be the center line of the original street center line.

Steve

On Tue, Apr 23, 2019 at 10:12 AM Brown, John D. <[john.brown@mcafeetaft.com](mailto:john.brown@mcafeetaft.com)> wrote:

Hi Steve,

We appreciate you coming to our house last week. Lindsay and I would like to draft a quick acknowledgement document that outlines our agreement (I know, dealing with lawyers is terrible – sorry). I hope to have it to you later this week or early next week.

In the meantime, let us know if you need anything.

Best,

JD