



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 REZONING

### Project Janis

Project Name

327 NW 121st ST, Oklahoma City, OK 73114

Address / Location of Property to be Rezoned

Change zoning from R1 to R2 so a duplex can be built

Purpose Statement / Proposed Development

R2

Proposed Zoning District

Staff Use Only
Case No.: PC - 10850
File Date: 21 Sep '22
Ward No.: 7
Nbhd. Assoc.: Mustard Seed
School District: OKC
Extg Zoning: R-1
Overlay: —

Vacant

Present Use of Property

50' x 140' / 0.1607 acres

ReZoning Area (Acres or Square Feet)

### REQUIREMENTS FOR SUBMITTAL:

- 1.) One (1) Typed Legal Description of Proposed Rezoning area in MS Word file (.doc or .docx) format.
- 2.) One (1) copy of Recorded Deed(s), with Exhibit(s), listing current Property Owner in .pdf format.
- 3.) One (1) copy of Letter of Authorization from Property Owner listing Designated Representative, if Applicant is not the Property Owner of record.
- 4.) One (1) copy of Property Owners Report listing all property owners who own property within a 300-foot buffer 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.
- 5.) One (1) Signed and Notarized copy of "Affirmation" that the Property Owners Report listings are true and correct unless the list is prepared by a Certified Abstractor or County official.
- 6.) Maps, Site Plan and, or Survey Exhibits must be Letter size (8.5" x 11"), 600dpi minimum resolution, and in a .pdf file format. Photographic file formats of drawings, maps, or other documents will not be accepted.
- 7.) A filing fee of \$1500.00 must be remitted within One (1) business day of submittal confirmation.(Online payment preferred.)

### Property Owner Information (if other than Applicant):

Name

Mailing Address

City, State, Zip Code

Phone

Email

DocuSigned by:

Signature of Applicant  
Sammy Khader

Applicant's Name (please print)  
2115 NW 22nd St

Applicant's Mailing Address  
Oklahoma City, Oklahoma, 73107

City, State, Zip Code  
+1-405-414-1299

Phone  
okdadocs@gmail.com

Email

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

(Individual Form)  
**WARRANTY DEED**  
(Oklahoma Statutory Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT **Clara R Oliver, a single person** party of the first part, in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto

**Sammy Khader**

party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

**For Tax Map ID(s):** 130769778

Lots Thirty-four (34) and Thirty-five (35), in Block One hundred eight (108), of COLLEGE PARK ADDITION, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Subject to easements, rights of way and restrictive covenants of record. Less and except all oil, gas and other minerals previously reserved or conveyed of record.

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, its successors, heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed and delivered April 25, 2019.

  
Clara R Oliver

The State of OKLAHOMA

INDIVIDUAL ACKNOWLEDGMENT

County of OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2019 personally appeared Clara R Oliver, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that (he/she/they) executed the same as (his/her/their) free and voluntary act and deed for the uses and purposes therein set forth.

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



  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name: \_\_\_\_\_  
Notary's Commission Expires: \_\_\_\_\_

Mail Deed and Tax Statements to  
Sammy Khader  
1404 SW 72nd St  
Oklahoma City, OK 73159

Presented for filing by and return to:  
Chicago Title Oklahoma Co.  
3401 NW 63rd, Suite 300  
Oklahoma City, OK 73116  
File No.: 714051900571  
Title Insurance Commitment, if any, issued by:  
Chicago Title Insurance Corp.

20190426010568220 DEED  
04/26/2019 01:55:53 PM  
Book:14007 Page:1892  
PageCount:1 Filing  
Fee:\$13.00 Doc. Tax:\$10.50  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
David B. Hooten

(Individual Form)  
WARRANTY DEED  
(Oklahoma Statutory Form)

KNOW ALL MEN BY THESE PRESENTS.

THAT Clara R Oliver, a single person party of the first part, in consideration of the sum of Ten And No/100 Dollars (\$10 00) and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto

Sammy Khader

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IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below

Signed and delivered April 25, 2019.

*Clara R Oliver*  
Clara R Oliver

The State of OKLAHOMA

INDIVIDUAL ACKNOWLEDGMENT

County of OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2019 personally appeared Clara R Oliver, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that (he/she/they) executed the same as (his/her/their) free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal on the 25th day and year last above written



*Megan Stephens*  
Notary Public in and for the State of \_\_\_\_\_  
Notary's Printed Name \_\_\_\_\_  
Notary's Commission Expires: \_\_\_\_\_

Mail Deed and Tax Statements  
Sammy Khader  
1404 SW 72nd St  
Oklahoma City, OK 73159

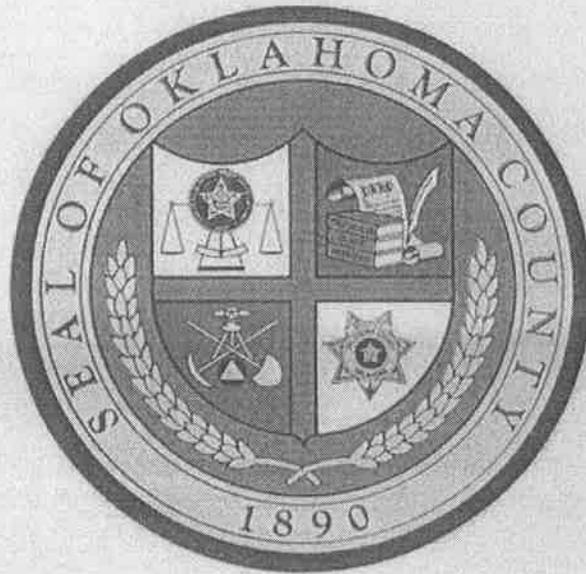
Presented for filing by and return to:  
Chicago Title Oklahoma Co  
3401 NW 63rd, Suite 300  
Oklahoma City, OK 73116  
File No : 714051900571  
Title Insurance Commitment, if any, Issued by  
Chicago Title Insurance Corp



# Legal Description

Lots Thirty-four (34) and Thirty-five (35), in Block One hundred eight (108), of COLLEGE PARK ADDITION, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

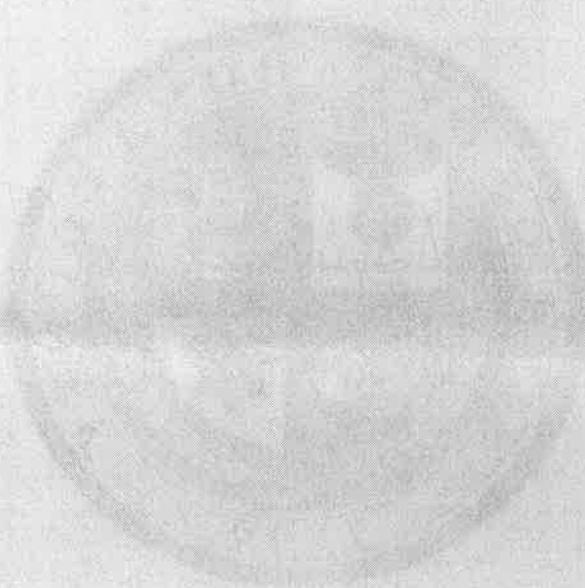
Larry Stein  
Oklahoma County Assessor's  
Office



## Ownership Radius Report

This Official Report is for Account Number R130769778 and is a 300-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office. Official Record of this Certified Radius Report will expire 30 days from the date of creation stamped on the back of this sheet.

OKLAHOMA COUNTY ASSESSOR'S  
OFFICE



Ownership Rights Report

STATE OF OKLAHOMA } ss:  
COUNTY OF OKLA.

I, the duly elected, qualified and acting  
County Assessor, in and for the County  
and State aforesaid, do hereby certify that  
the within and foregoing is a full, true and  
complete copy of 300 A Pipeline Report  
filed in the office of the County Assessor  
on the 12 day of September, 2022

Given under my hand and official seal this  
12 day of September, 2022

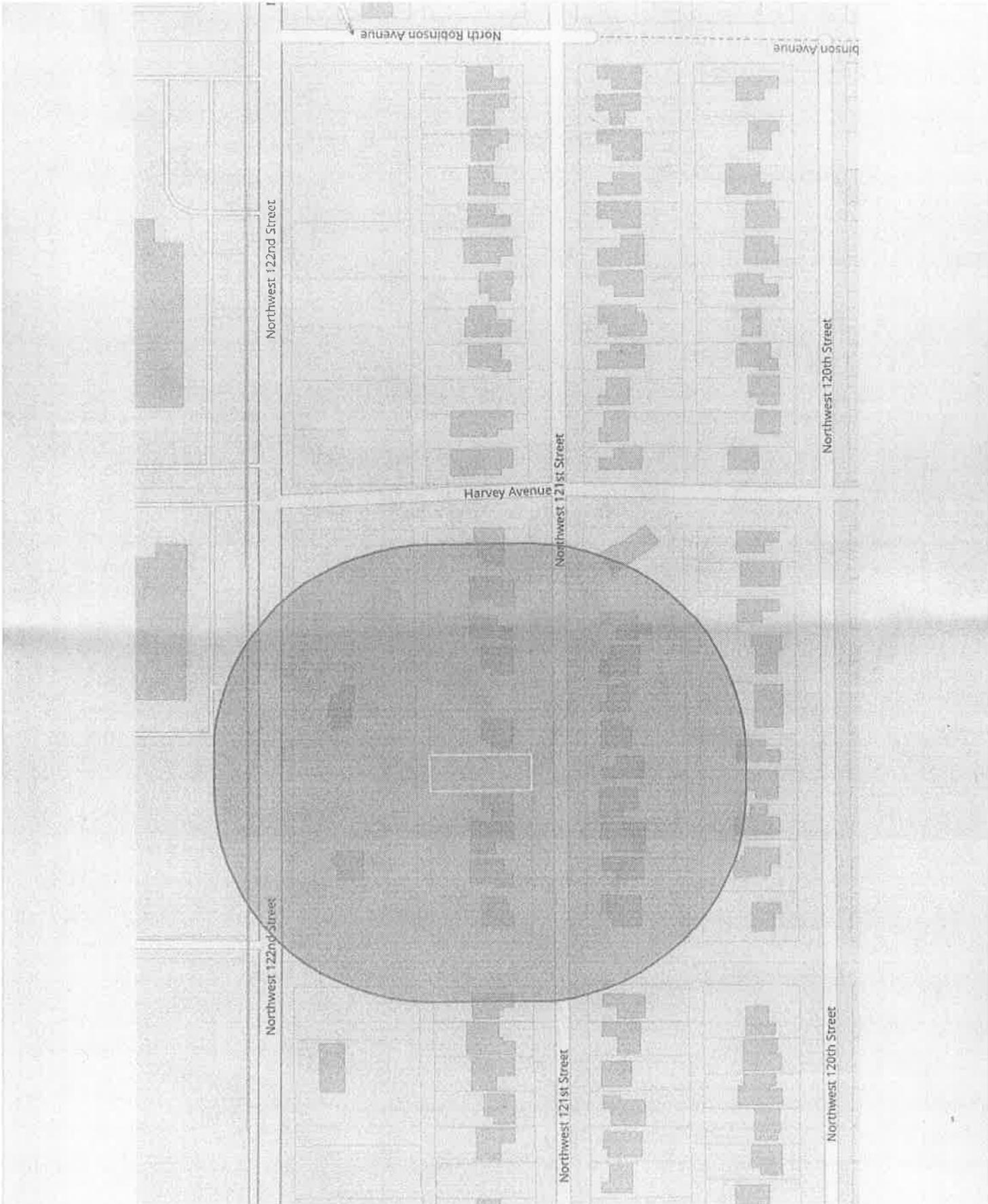
County Assessor  
G. Knight Deputy

Oklahoma County Assessor's  
300R Rollback Report  
9/12/2022

accountno.	name1	name2	mailingaddress1	shape	city	state	zipcode	subname	block	lot	legal	location
R130769308	MCKEE COLTON S		345 NW 120TH ST		OKLAHOMA CITY	OK	73114	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 25 & 27	345 NW 120TH ST OKLAHOMA CITY
R130769316	GRISHAM PATRICIA ANN & CHARLES DOUGLAS		10701 WHITEHALL BLVD		OKLAHOMA CITY	OK	73162-6958	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 28 29 & 30	333 NW 120TH ST OKLAHOMA CITY
R130769320	REVEN HOUSING FUNDING 2 LLC		PO BOX 19701		JACKSONVILLE	FL	32245-9201	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 33 & 32	329 NW 120TH ST OKLAHOMA CITY
R130769326	AKINDEE OLAYINKA		2816 NW 26TH ST		OKLAHOMA CITY	OK	73107	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 35 & 34	325 NW 120TH ST OKLAHOMA CITY
R130769330	DIBBLE PROPERTIES LLC		PO BOX 14783		OKLAHOMA CITY	OK	73113	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 37 & 36	323 NW 120TH ST OKLAHOMA CITY
R130769334	GOGGINS MOMIRAY	GOGGINS TERESA	PO BOX 20092		OKLAHOMA CITY	OK	73156	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 39 THRU 39	321 NW 120TH ST OKLAHOMA CITY
R130769340	GARCIA ASENACION & MARIA G		6024 10TH AVE		LOS ANGELES	CA	90043-4011	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 40 41 & 42	313 NW 120TH ST OKLAHOMA CITY
R130769344	HUDSON GREGORY E		309 NW 120TH ST		OKLAHOMA CITY	OK	73114-7306	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 43 & 44	309 NW 120TH ST OKLAHOMA CITY
R130769364	JONES PRENTISS C		400 NW 121ST ST		OKLAHOMA CITY	OK	73114-7303	COLLEGE PARK ADD	102	000	COLLEGE PARK ADD 102 000 LOTS 1 & 2	400 NW 121ST ST OKLAHOMA CITY
R130769362	YANG XIUZHEN		2408 MERLOT CT		EDMOND	OK	73012	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 20 & 21	344 NW 121ST ST OKLAHOMA CITY
R130769298	NEWBY CLINT		332 NW 121ST ST		OKLAHOMA CITY	OK	73114-7301	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 18 & 19	332 NW 121ST ST OKLAHOMA CITY
R130769294	MONTGOMERY SYLVESTER	MONTGOMERY ISOLDA MARIA	330 NW 121ST ST		OKLAHOMA CITY	OK	73114-7301	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 16 & 17 EXEMPT	328 NW 121ST ST OKLAHOMA CITY
R130769290	OKLA CITY HOUSING AUTH		1700 NE 4TH ST		OKLAHOMA CITY	OK	73117	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 14 & 15	320 NW 121ST ST OKLAHOMA CITY
R130769286	VANCAUWENBERG H STEVEN R		320 NW 121ST ST		OKLAHOMA CITY	OK	73114	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 12 & 13	316 NW 121ST ST OKLAHOMA CITY
R130769282	DOAN THANG WALLACE	WALLACE DOROTHY M	316 NW 121ST ST		OKLAHOMA CITY	OK	73114	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 10 & 11	314 NW 121ST ST OKLAHOMA CITY
R130769276	NEWBERRY RICHARD L	NEWBERRY SUSAN	PO BOX 13516		OKLAHOMA CITY	OK	73113-1516	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 8 & 9	312 NW 121ST ST OKLAHOMA CITY
R130769274	CASSELL BERRY EUGENE & MARGARET A		312 NW 121ST ST		OKLAHOMA CITY	OK	73114	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 LOTS 25 & 26 & 27	312 NW 121ST ST OKLAHOMA CITY
R130769260	RICHARDS CHRISTOPHER K		308 NW 121ST ST		OKLAHOMA CITY	OK	73114-7301	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 103 000 W/2 OF LOT 4 & ALL LOTS 5 THRU 7	308 NW 121ST ST OKLAHOMA CITY
R130769902	HARDIAL SHARON DAVIS LISA		300 NW 121ST ST		OKLAHOMA CITY	OK	73114-7301	COLLEGE PARK ADD	103	000	COLLEGE PARK ADD 109 000 LOTS 47 THRU 3 & E/2 OF LOT 4	300 NW 121ST ST OKLAHOMA CITY
R130769760	ROBERTS WBI PROPERTIES UNLIMITED GROUP LLC	DAVIS CLEATIS G	401 NW 121ST ST 12177 COFFMAN DR		OKLAHOMA CITY	OK	73114-7304	COLLEGE PARK ADD	109	000	COLLEGE PARK ADD 108 000 LOTS 25 & 48	401 NW 121ST ST OKLAHOMA CITY
R130769766	WRIGHT JARED MICHAEL		14516 SALEM CREEK RD		LUTHER	OK	73054	COLLEGE PARK ADD	108	000	COLLEGE PARK ADD 108 000 LOTS 28 & 29	337 NW 121ST ST OKLAHOMA CITY
R130769770			333 NW 121ST ST		OKLAHOMA CITY	OK	73114	COLLEGE PARK ADD	108	000	COLLEGE PARK ADD 108 000 LOTS 30 & 31	333 NW 121ST ST OKLAHOMA CITY

Oklahoma County Assessor's  
300ft Radius Report  
9/12/2022

R130769774	JIMENEZ VALENTE		329 NW 121ST ST	OKLAHOMA CITY OK	73114	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 32 & 33	829 NW 121ST ST OKLAHOMA CITY
R130769778	KHADR SAMMY		1404 SW 72ND ST	OKLAHOMA CITY OK	73159	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 34 & 35	0 UNKNOWN OKLAHOMA CITY
R130769782	MEDICE LARRY & SHERRELYN L		6625 NW 116TH ST	OKLAHOMA CITY OK	73162-2938	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 36 & 37	321 NW 121ST ST OKLAHOMA CITY
R130769786	ABE & NATE PROPERTY MANAGEMENT LLC	C/O WILNER LAGUERRE	17713 MORNING SKY LN	EDMOND OK	73012	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 38 & 39	317 NW 121ST ST OKLAHOMA CITY
R130769790	REVEN HOUSING FUNDING 2 LLC		PO BOX 19201	JACKSONVILLE FL	32245-9201	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 40 & 41	313 NW 121ST ST OKLAHOMA CITY
R130769794	WARRIOR HOLDINGS LLC		8801 W WESTERN AVE	OKLAHOMA CITY OK	73114-2408	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 42 & 43	809 NW 121ST ST OKLAHOMA CITY
R130769798	JOHNSON CAREY D		PO BOX 18143	OKLAHOMA CITY OK	73154-0143	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 44 & 45	305 NW 121ST ST OKLAHOMA CITY
R130769802	STAHLER REBECCA A & MICHAEL		301 NW 121ST ST	OKLAHOMA CITY OK	73114-7302	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 46 & 47 & 48	301 NW 121ST ST OKLAHOMA CITY
R130769808	THOMSON COURTLANDT C TRS	THOMSON DENISE E TRS	1208 GLENWOOD AVE	NICHOLS HILLS OK	73116-6209	COLLEGE PARK ADD	109 000	COLLEGE PARK ADD 109 000 LOTS 1 THRU 3	0 UNKNOWN OKLAHOMA CITY
R130769748	MARTINEZ PIBANA TRS	FRIDAY FAMILY REV LIVING TRUST	4637 NW 159TH ST	EDMOND OK	73013	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD BLK 108 LOT 000 LOTS 13 THRU 24	340 NW 122ND ST OKLAHOMA CITY
R130769730	MOORE CHERYL	BERGLAND BRIAN	320 NW 122ND ST	OKLAHOMA CITY OK	73114-7317	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 10 THRU 12	320 NW 122ND ST OKLAHOMA CITY
R130769724	PATRIOT CUSTOM HOMES LLC		2845 BROCE DR, Unit B	NORMAN OK	73072	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 7 8 & 9	0 UNKNOWN OKLAHOMA CITY
R130769718	PATRIOT CUSTOM HOMES LLC		2845 BROCE DR, Unit B	NORMAN OK	73072	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 4 5 & 6	0 UNKNOWN OKLAHOMA CITY
R130769712	PATRIOT CUSTOM HOMES LLC		2845 BROCE DR, Unit B	NORMAN OK	73072	COLLEGE PARK ADD	108 000	COLLEGE PARK ADD 108 000 LOTS 1 2 & 3	0 UNKNOWN OKLAHOMA CITY
R131250915	SEALY NW 122ND STREET LLC		333 TEXAS ST, Unit 1050	SHREVEPORT LA	71101	UNPLTD PT SEE 16 13N 3W	000 000	UNPLTD PT SEE 16 13N 3W BEING W313FT OF E1605FT S610FT S64 & W30FT OF E1635FT S680FT S64 & N120FT OF W290FT E1925FT S680FT S64 & W290FT OF E1925FT S560FT S64 SUBJ TO ESMTS OF RECORD	311 NW 122ND ST, Unit 100 OKLAHOMA CITY



Monday, September 12, 2022 12:27:30 PM -





3401 NW 63rd, Suite 300  
Oklahoma City, OK 73116  
Phone: 405-848-2140 / Fax: 405-848-2305

Sammy Khader  
1404 SW 72nd St  
Oklahoma City, OK 73159

**Date:** May 16, 2019  
**Order No.:** 714051900571-CS  
**Buyer(s):** Sammy Khader  
**Seller(s):** Clara R Oliver  
**Property:** Tax/Map ID: 130769778

In connection with the above referenced transaction, please find the following enclosed:

- Owner's Title Policy
- Original Deed Filed of Record

We appreciate the opportunity of being of service to you. If we can be of further assistance, please feel free to call upon us.

Sincerely,

A handwritten signature in cursive script that reads "Charles Francis".

Charles Francis

Enclosure(s)

# ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



**CHICAGO TITLE  
INSURANCE COMPANY**

Policy Number:

**O-714051900571**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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ALTA Owner's Policy (06/17/2006)

Page 1

Printed: 05.16.19 @ 04:03 PM  
OK-CT-FCAB-02371.460405-SPS-72306-1-19-714051900571



- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Oklahoma Co.  
3401 NW 63rd, Suite 300  
Oklahoma City, OK 73116

Countersigned By:

*Charles Francis*

Authorized Officer or Agent



Chicago Title Insurance Company

By:

*[Signature]*

President

Attest:

*[Signature]*

Secretary

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**EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Oklahoma Co.  
3401 NW 63rd, Suite 300  
Oklahoma City, OK 73116

Address Reference: Tax/Map ID(s) 130769778

Date of Policy	Amount of Insurance
April 26, 2019 at 01:55 PM	\$6,600.00

- Name of Insured:  
Sammy Khader
- The estate or interest in the Land that is insured by this policy is:  
Fee Simple
- Title is vested in:  
Sammy Khader
- The land herein described is encumbered by the following mortgage and assignments:  
NONE
- The Land referred to in this policy is described as follows:

**For Tax Map ID(s):** 130769778

Lots Thirty-four (34) and Thirty-five (35), in Block One hundred eight (108), of COLLEGE PARK ADDITION, to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**



**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Easements, or claims of easements, not shown by the public records.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Ad Valorem taxes for 2019, and subsequent years, amounts of which are not ascertainable, due or payable.
5. All interest in and to all oil, gas, coal, metallic ores and other minerals in and under and that may be produced from insured premises, and all rights, interests and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. All matters affecting subject property as shown on the Plat of College Park, recorded in Book 13, Page 41.
7. Restrictive Covenants recorded in Book 13 of Plats, Page 53, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, which do not provide for reversion or forfeiture of title.

**END OF SCHEDULE B**

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## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

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

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**5. DEFENSE AND PROSECUTION OF ACTIONS**

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

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

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

**11. LIABILITY NONCUMULATIVE**

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

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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