

AGENDA

Regular Meeting of the
Nichols Hills Planning Commission
Tuesday, December 2, 2025 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

If special assistance is needed for this meeting by any person wishing to attend, please contact the City Clerk's office no later than 48 hours prior to the meeting, and such assistance will be provided.

Official action may be taken by the Planning Commission only on items that appear on this Agenda. The Planning Commission may dispose of the business set out on this Agenda by accepting, approving, adopting, rejecting, amending, or postponing action as to each item, as determined by the Planning Commission.

1. Call to Order
2. Roll Call
3. Citizens Desiring to Be Heard

The purpose of this time is to allow members of the public to speak to the Planning Commission on any matter that is not otherwise set for consideration on this Agenda.

4. Minutes
 - a. October 7, 2025 Minutes

5. Public Hearings

Consideration of adoption, approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. PUBLIC HEARING: An affidavit combining two lots generally located at 1105 Cumberland Court and 1107 Cumberland Court in Nichols Hills, Oklahoma.
- b. PUBLIC HEARING: An affidavit combining two lots generally located at 1610 W Wilshire Boulevard and 1612 W Wilshire Boulevard in Nichols Hills, Oklahoma.

- c. PUBLIC HEARING: An Ordinance adopting and enacting the "Nichols Hills City Code 2024 Cumulative Annual Supplement"; providing for severability; repealing all conflicting ordinances or parts of ordinances; providing for publication by summary in accordance with State Law; and declaring an emergency.
- d. PUBLIC HEARING: An Ordinance for the purpose of removing discriminatory language against certain races contained in existing plats dedicated to the City of Nichols Hills, Oklahoma, and filed in the office of the Oklahoma County Clerk;
- final plat of Lots 9 to 21, inclusive, Block 54, and lots 4 to 13, inclusive, Block 55-BLK 55A, Mayfair Park of Nichols Hills, Oklahoma County, Oklahoma;
 - final plat of Nichols Hills, Oklahoma County, Oklahoma; amending Duffner's Country Club Section of Nichols Hills, Oklahoma County, Oklahoma;
 - final plat of Nichols' Club Estates Addition to Nichols Hills, Oklahoma;
 - replat of a portion of Blocks 124 and 125, Duffner's Country Club Section of Nichols Hills, Oklahoma County, Oklahoma;
 - Garnett Addition, an addition to Nichols Hills, Oklahoma;

authorizing the mayor to sign any documentation necessary to effectuate this ordinance; and declaring an emergency.

6. Adjournment



City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Regular Meeting of the
Nichols Hills Planning Commission
Tuesday, October 7, 2025 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

1. Call to Order
2. Roll Call

Attendees Present	Arrived
Chairman John McCaleb	5:30
Vice-Chairman Barbara Gilbert	5:30
Commissioner Tim Cheek	5:30
Commissioner Doug Franklin	5:30
Commissioner Mike Biddinger	5:30
Commissioner Ron Byrne	5:30

3. Citizens Desiring to Be Heard

No one expressed a desire to be heard.

4. Minutes

- a. August 5, 2025 Minutes

MOTION: Barbara Gilbert moved to approve the August 5, 2025 minutes as presented. Doug Franklin seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Barbara Gilbert
SECONDER:	Doug Franklin
AYES:	John McCaleb, Barbara Gilbert, Tim Cheek, Doug Franklin, Mike Biddinger, Ron Byrne

5. Public Hearings

- a. Public Hearing: An ordinance for the purpose of removing discriminatory language against certain races contained in existing plats dedicated to the City of Nichols Hills, Oklahoma, and filed in the office of the Oklahoma County Clerk;
- final plat of Nichols Hills, Oklahoma County, Oklahoma;
 - final plat of the Business Section of Nichols Hills, Oklahoma County, Oklahoma;
 - amended plat of Blocks A, B, C, D, E, and 1, 2, 3 & 26, Nichols Hills, Oklahoma County, Oklahoma;
 - re-survey of Block 37 Nichols Hills, Oklahoma County, Oklahoma;
 - final plat of Buttram Estates section to Nichols Hills, Oklahoma;
 - final plat of Section 2 Buttram Estates section to Nichols Hills, Oklahoma, a subdivision of part of Block 84, Nichols Hills, Oklahoma;
 - resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma;
 - resubdivision of lots 2, 4 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma;
 - final plat of Section 3 Buttram Estates Section to Nichols Hills, Oklahoma, a subdivision of a part of Block 84, Nichols Hills, Oklahoma;
 - replat of Lot 4, Block 35, Nichols Hills to Nichols Hills, Oklahoma;
 - 36A and 36B, Nichols Hills, Oklahoma County, Oklahoma, a replat of part of Lot 1 and all of Lot 3, Block 36, Nichols Hills, Oklahoma;
 - final plat of Block 36C, Nichols Hills, Oklahoma County, Oklahoma, being a replat of Lot 2 , Block 36, Nichols Hills, Oklahoma;
 - replat of fee section Buttram Estates, a subdivision of a part of Block 84, Nichols Hills, Oklahoma, & a replat of Lots 37, Section 2 Buttram Estates Section to Nichols Hills, Oklahoma;

- final plat of Cumberland Court, Oklahoma County, Oklahoma;

authorizing the Mayor to sign any documentation necessary to effectuate this ordinance; and declaring an emergency.

Following discussion among Planning Commission members and staff, Chairman McCaleb opened the public hearing.

No others expressing a desire to be heard, the public hearing was closed.

MOTION: Ron Byrne moved to recommend the City Council approve agenda item 5a as presented. Barbara Gilbert seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Ron Byrne
SECONDER:	Barbara Gilbert
AYES:	John McCaleb, Barbara Gilbert, Tim Cheek, Doug Franklin, Mike Biddinger, Ron Byrne

6. Adjournment

MOTION: There being no further business, Doug Franklin moved to adjourn the meeting. Mike Biddinger seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Doug Franklin
SECONDER:	Mike Biddinger
AYES:	John McCaleb, Barbara Gilbert, Tim Cheek, Doug Franklin, Mike Biddinger, Ron Byrne

Chairman
Planning Commission
City of Nichols Hills, Oklahoma

City Manager
Planning Commission
City of Nichols Hills, Oklahoma

City Clerk
City of Nichols Hills, Oklahoma



Application for Deed Approval

Applicant is encouraged to consult [Chapter 40, Subdivisions, Article IV, Deed Approval](#), of the Nichols Hills City Code (“the Code”) when completing this Application.

This Application may require recommendation for approval by the Nichols Hills Planning Commission and approval of the Nichols Hills City Council.

Note that this Application must comply with the applicable requirements set out in [Chapter 40, Subdivisions, Article IV, Deed Approval](#), of the Code as follows: [Division 2 for Lot Line Adjustments](#); [Division 3 for Metes and Bounds Tracts](#); [Division 4 for Lot Splits](#); and [Division 5 for Combined Lots](#).

This Application will be considered officially submitted and filed only after it is examined by the City Manager and found to have met the applicable requirements of [Code Chapter 40](#) and those set out in this Application and after the applicable fee set out in the City Fee Schedule has been paid. At that time, the City Manager will determine whether to approve or disapprove this Application, or if required by the Code, the City Clerk will set the Application for hearing before the Nichols Hills Planning Commission and the Nichols Hills City Council. Applicant will be advised of the date and time for those hearings. It is highly recommended that applicant attend (or have a representative attend) the hearings and be prepared to answer questions.

Applicant Information

i. **Name**

Cumberland Drive LLC

Mailing Address

5637 N. Classen Blvd

City

Oklahoma City

State

OK

ZIP

73118

Telephone Number

405-488-6408

Email Address

lpatterson@cwegas.com

This is an application for Deed Approval for:

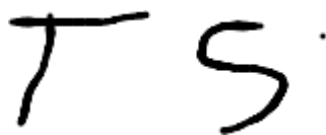
- Combined Lot

Required Documentation**Deed(s) or Affidavit(s)** Affidavit.pdf**Original or Certified Copy of Owner's Deed(s)** Final Plat - Recorded.pdf**Site Plan or Survey** Final Plat - Recorded.pdf**Deeds of Lots Bordering Lot(s) Affected** Neighboring Deed.pdf**Written Consent(s) From Owners of Bordering Property** Kory Allen consent .pdf Written Consent_1109 Cumberland LLC.pdf**Abutting property owners - from County Assessor or County Clerk** 1109 Cumberland County Assessor page.pdf 1101 Cumberland County Assessor page.pdf**The above statements in this application and all attachments to it are true and correct.**

- I agree

Date

10/17/2025

Signature**Applicant's Full Legal Name**

Cumberland Drive LLC

Signatory Party's Title if Applicant is a Legal Entity

Tony Say

Affidavit

STATE OF Oklahoma
COUNTY OF Oklahoma

Tony S Say, being first duly sworn, stated:
[Full legal name]

1. My name is Tony S Say.
[Full legal name]

My address is 6709 GRAND BLVD, NICHOLS HILLS, OK 73116
[Full address]

I am over the age of 18. I am a resident of the State of Oklahoma. I have personal knowledge of the matters stated in this Affidavit.

2. The purpose of this Affidavit is to document of record a Combined Lot, as defined by Section 40-29, *Definitions*, of the Nichols Hills City Code, such being the combination of two [lots, building sites, and/or tracts] that are owned by me in the City of Nichols Hills, Oklahoma. The subject Combined Lot is being created pursuant to the Nichols Hills Subdivision Regulations.

3. The legal descriptions of the two [lots, building sites, and/or tracts] are:

Lot Nine (9), Block One (1), CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma, according to the recorded plat thereof.

and

Lot Ten (10), Block One (1), CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma, according to the recorded plat thereof.

4. The legal description of the Combined Lot, as defined by the Nichols Hills Subdivision Regulations, is:

Lots Nine (9) and Ten (10), Block (1) One, CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma, according to the recorded plat thereof (Collectively, the "Combined Lot").

5. As Owner of the above-described Combined Lot, I acknowledge the following:

(a) I may not sell, transfer, convey, or mortgage either of the [lots, building sites, and/or tracts] comprising the Combined Lot separate and apart from each other, and any attempt to do so will be void.

(b) Such covenants will run with title to the Combined Lot and will be binding on all parties having or acquiring any right, title, or interest in the Combined Lot.

(c) Such covenants will be for and inure to the benefit of the City of Nichols Hills, which will have the right and standing to enforce the terms of such covenant.

I declare to the best of my knowledge and belief that the information in this Affidavit is true, correct, and complete.

Executed this 14th day of OCTOBER, 2025.

[Signature]
[Full legal name]

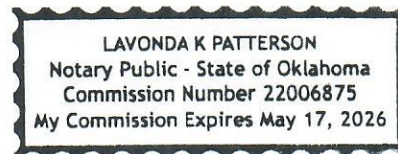
Notary Acknowledgement

Subscribed and sworn to before me this 14th day of OCTOBER, 2025.

Lavonda K Patterson

Notary Public

My Commission Expires: May 17, 2026
Comm. No. 22006875



This conveyance was approved on the _____ day of _____, 20____, by the City Council of the City of Nichols Hills, Oklahoma, pursuant to Section 40-341, *Deed approvals reviewed by Planning Commission and City Council*, of the Nichols Hills City Code.

By: _____

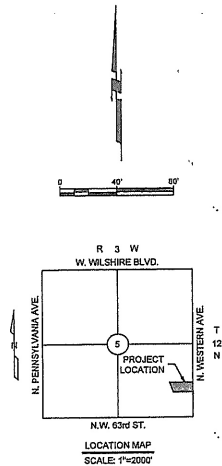
Printed Name: _____

Title: _____

FINAL PLAT of CUMBERLAND COURT

BEING A REPLAT OF LOTS 1-11 BLOCK 4 AND CUMBERLAND DRIVE AS SHOWN ON THE PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (ALSO REFERRED TO AS THE BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) RECORDED IN BOOK 23 OF PLATS, PAGE 72 AND BEING A REPLAT OF LOTS 14-25 BLOCK 5 AND CUMBERLAND DRIVE AS SHOWN ON THE RECORDED PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA RECORDED IN BOOK 22 OF PLATS, PAGE 44

BEING A PART OF THE SE/4, SEC. 5, T12N, R3W, I.M.
AN ADDITION TO THE CITY OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA



NOTE
THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
NR = NOT RADIAL
BL = BUILDING LIMIT LINE
D & U/E = DRAINAGE & UTILITY EASEMENT
U/E = UTILITY EASEMENT
D/E = DRAINAGE EASEMENT
L.N.A. = LIMITS OF NO ACCESS
C.A. = COMMON AREA

- DENOTES FND. #3 BAR W/ICAP STAMPED "15A 148" UNLESS OTHERWISE NOTED
- ◊ DENOTES SET #3 BAR W/ICAP STAMPED "15A 148" UNLESS OTHERWISE NOTED
- Δ DENOTES SET CST NAIL IN "1484 J&A SHINER" UNLESS OTHERWISE NOTED

Curve Table					
Curve #	Length	Radius	Tangent	Chord Length	Chord Direction
C1	42.37	789.00	21.17	42.32	N22°01'20"W
					003°04'12"S

NICHOLS HILLS
BUSINESS SECTION
BK. 23, PG. 72

NOTES:

- A mandatory Property Owners Association is required.
- All common areas including guard house, island medians within street rights-of-way, and aerial landscaping with its irrigation system, shall be maintained by the Property Owners Association within CUMBERLAND COURT.
- A sidewalk shall be required on each lot where it fronts a local street in the addition as well as in the right of way adjacent to the west side of Lot 1, Block 2 and the east side of Lot 11, Block 2. The sidewalk will be required at the building permit stage and installed prior to the issuance of an Occupancy Certificate by the City of Nichols Hills.
- Building setbacks not shown on Cumberland Court Plat shall be regulated by the Cumberland Court PUD, Section 9.5

FINAL PLAT
of
CUMBERLAND COURT

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 251-8919 FAX (405) 251-8979
Certification of Accuracy: 01/14/14 Date: 01/14/14
• ENGINEER • SURVEYOR • PLANNING

FINAL PLAT
of
CUMBERLAND COURT

BEING A REPLAT OF LOTS 1-11 BLOCK 4 AND CUMBERLAND DRIVE AS SHOWN ON THE
PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (ALSO REFERRED TO AS THE
BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) RECORDED IN
BOOK 23 OF PLATS, PAGE 72 AND BEING A REPLAT OF LOTS 14-25 BLOCK 5 AND
CUMBERLAND DRIVE AS SHOWN ON THE RECORDED PLAT NICHOLS HILLS, OKLAHOMA
COUNTY, OKLAHOMA RECORDED IN BOOK 22 OF PLATS, PAGE 44

BEING A PART OF THE SE/4, SEC. 5, T12N, R3W, I.M.
AN ADDITION TO THE CITY OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That CUMBERLAND DRIVE, LLC, hereby certifies that they are the owner of, and the only
persons, firms or companies having title or interest in and to the land shown on the Final Plat of
CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma.
They have caused the same to be surveyed and platted into lots, as shown on said Final Plat,
which said Final Plat represents a correct survey of all property included therein under the Final
Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, being a part of the
Southeast Quarter (SE/4), Section Five (5), Township Twelve (12) North, Range Three (3)
West of the Indian Meridian, Oklahoma County, Oklahoma.

They further certify that they are the owners of and the only persons, firms or companies
who have any right, title or interest in the land included in the above mentioned Final Plat, and
they do hereby dedicate all street rights-of-way and utility easements as shown on said Final
Plat to the use of the public, for public streets, public drainage and public utilities for their heirs,
executors, administrators, successors and assigns forever and have caused the same to be
released from all encumbrances to be executed on this 23rd day
of June, 2017.

Signed by the Manager this 23rd day of June, 2017.

CUMBERLAND DRIVE, LLC,
an Oklahoma limited liability company

By: Tony S. Say
Tony S. Say, Manager

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this
23rd day of June, 2017, personally appeared Tony S. Say, to me known
to be the identical person who subscribed the name of the maker thereof to the foregoing
instrument as its Manager, and duly acknowledged to me that he executed the same as his free
and voluntary act and deed and as the free and voluntary act and deed of such company for the
uses and purposes therein set forth. Given under my hand and seal the day and year last
above written.

Witness my hand and seal this 23rd day of June, 2017.

My Commission Expires: 2/28/19
My Commission No.: 1009135
Notary Public

CERTIFICATE OF PLANNING COMMISSION

I, John McCaleb, Chairman of the City of Nichols Hills Planning
Commission, hereby certify that the City of Nichols Hills Planning Commission duly approved
the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma
County, Oklahoma at a meeting the 5th day of April, 2017.

John McCaleb
Chairman
John McCaleb

CERTIFICATE OF CITY CLERK

I, Kristi Hort, City Clerk of the City of Nichols Hills, Oklahoma
County, Oklahoma, hereby certify that I have examined the records of said City and find that all
deferred payments on unsecured indebtedness upon special assessment have been paid in full
and that there are no special assessment procedures now pending against the land shown on
the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma
County, Oklahoma.

Signed by the City Clerk this 11th day of July, 2017.

Kristi Hort
City Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Nichols Hills that the dedication shown on the
Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County,
Oklahoma is hereby accepted.

Adopted by the Council of the City of Nichols Hills this 11th day of
July, 2017.

Approved by the Mayor of the City of Nichols Hills this 11th day of
July, 2017.

Kristi Hort
City Clerk
Sally A. Clements
Mayor

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for
Oklahoma County and the State of Oklahoma, hereby certify that the records of said county
show that the title to the land shown on the Final Plat of CUMBERLAND COURT, an addition
to the City of Nichols Hills, Oklahoma County, Oklahoma is vested in CUMBERLAND DRIVE,
LLC, on the 12th day of July, 2017, that there are no actions pending or
judgments of any nature in any court or on file with the clerk thereof, that the taxes are paid for
the year 2016 and prior years, that there are no outstanding tax sales certificates against said
land and no tax deeds are issued by any person, that there are no liens, or other encumbrances
of any kind against the land included in the Final Plat, except mortgages, rights-of-way,
easements, and mineral conveyances of record.

In witness thereof, said Bonded Abstractor has caused this instrument to be executed this
12th day of July, 2017.

American Eagle Title
Insurance Company
Eric R. Otten
President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this
12th day of July, 2017, personally appeared Eric R. Otten
to me known to be the identical person who subscribed the name of the maker thereof to the
foregoing instrument as its President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act
and deed of said corporation for the uses and purposes therein set forth. Given under my hand
and seal the day and year last above written.

Witness my hand and seal this 12th day of July, 2017.

My Commission Expires: 9 June 2020
My Commission No.: 16005457
Notary Public

COUNTY TREASURER'S CERTIFICATE

Robert R. Hume hereby certify that I am the duly qualified and acting
County Treasurer of Oklahoma County and that the tax records of said county show that all
taxes for the year 2016 and prior years are paid on the Final Plat of CUMBERLAND COURT,
an addition to the City of Nichols Hills, Oklahoma County, Oklahoma, and that the required
statutory security has been deposited in the offices of the County Treasurer guaranteeing the
current year's taxes.

In witness thereof said County Treasurer has caused this instrument to be executed this
26th day of July, 2017.

Robert R. Hume
County Treasurer

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Robert R. Hume, a Professional Land Surveyor in the State of Oklahoma, do hereby
certify that the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills,
Oklahoma County, Oklahoma, consisting of 2 sheets, represents a correct survey made under
my supervision on the 23rd day of June, 2017, and that the plat of survey
is an accurate representation of said survey and that all monuments shown hereon actually
exist.

I further certify that this plat of survey meets the Oklahoma Minimum Standards for the
Practitioners of Land Surveying as adopted by the Oklahoma State Board of Registration for
Professional Engineers and Land Surveyors.

Witness my hand and seal this 23rd day of June, 2017.

Robert R. Hume
Robert R. Hume, P.L.S. No. 1531

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public within and for said county and state, personally
appeared Robert R. Hume, to me known to be the identical person who executed the within
and foregoing instrument and acknowledged to me that he executed the same as his free and
voluntary act and deed.

Witness my hand and seal this 23rd day of June, 2017.

My Commission Expires: 07/20/17
My Commission No.: 01009719
Notary Public

PROPERTY DESCRIPTION

A tract of land being a part of the Southeast Quarter (SE/4) of Section Five (5), Township
Twelve (12) North, Range Three (3) West of the Indian Meridian, City of Nichols Hills,
Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Northeast (NE) Corner of Lot Thirty-two (32) Block Four (4) as shown on the
recorded plat NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (also referred to as the
BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) recorded in
Book 23 of Plats, Page 72, said point being the POINT OF BEGINNING;

THENCE South 89°30'00" West, along with the North line of Lots Thirty-two (32) through
Nineteen (19) and Lot Twelve (12) Block Four (4) as shown on said plat BUSINESS SECTION
OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA, a distance of 655.59 feet to the
Northwest (NW) Corner of said Lot Twelve (12) Block Four (4), said point lying on the East
right-of-way line of Avenida Drive;

THENCE along and with the East right-of-way line of Avenida Drive on a non-tangent curve to
the right having a radius of 780.00 feet, a chord bearing of North 22°01'25" West, a chord length
of 42.32 feet and an arc length of 42.33 feet;

THENCE North 20°20'14" West, continuing along and with the East right-of-way line of
Avenida Drive, a distance of 338.37 feet to the Southwest (SW) Corner of Lot Thirteen (13)
Block Five (5) as shown on the plat NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA
recorded in Book 22 of Plats, Page 44;

THENCE North 89°59'31" East, along and with the South line of said Lots Thirteen (13) through
One (1) Block Five (5) as shown on said plat NICHOLS HILLS, OKLAHOMA COUNTY,
OKLAHOMA, a distance of 781.38 feet to the Southeast (SE) Corner of said Lot One (1) Block
Five (5), said point lying on the West right-of-way line of Western Avenue;

THENCE South 00°00'00" West, along and with the West right-of-way line of Western Avenue,
a distance of 180.00 feet to the centerline of said Cumberland Drive;

THENCE South 65°59'31" West, along and with the centerline of said Cumberland Drive,
a distance of 2.00 feet;

THENCE South 00°00'00" West, along and with the West right-of-way line of Western Avenue,
a distance of 172.12 feet to the POINT OF BEGINNING.

Containing 256,493 square feet or 5.8683 acres, more or less.

This property description was prepared on the 1st day of February, 2016,
by Robert R. Hume, Licensed Professional Surveyor, No. 1531.

FINAL PLAT
of

CUMBERLAND COURT

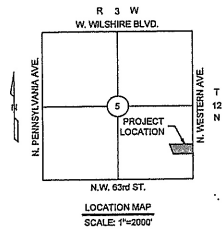
Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 234-8176 FAX (405) 234-8176
Certified to Professional Plats. Seal, Book No. 16-000007
- ENGINEER - - SURVEYOR - - PLANNING -

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SHEET 1 OF 2

FP1

BEING A REPLAT OF LOTS 1-11 BLOCK 4 AND CUMBERLAND DRIVE AS SHOWN ON THE PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (ALSO REFERRED TO AS THE BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) RECORDED IN BOOK 23 OF PLATS, PAGE 72 AND BEING A REPLAT OF LOTS 14-25 BLOCK 5 AND CUMBERLAND DRIVE AS SHOWN ON THE RECORDED PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA RECORDED IN BOOK 22 OF PLATS, PAGE 44



NOTE

THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
NR = NOT RADIAL
B/L = BUILDING LIMIT LINE
D & U/E = DRAINAGE & UTILITY EASEMENT
U/E = UTILITY EASEMENT
D/E = DRAINAGE EASEMENT
L.N.A. = LIMITS OF NO ACCESS
C.A. = COMMON AREA

- DENOTES FND. #3 BAR w/CAP STAMPED "J&A 1484" UNLESS OTHERWISE NOTED
- DENOTES SET #3 BAR w/CAP STAMPED "J&A 1484" UNLESS OTHERWISE NOTED
- △ DENOTES SET CST NAIL IN "1484 J&A SHINER" UNLESS OTHERWISE NOTED

Curve Table						
Curve #	Length	Radius	Tangent	Chord Length	Chord Direction	Delta
C1	42.33'	789.00'	21.17'	42.32'	N22°01'20"W	003°04'12"

NICHOLS HILLS
BUSINESS SECTION
BK. 23, PG. 72

1. A mandatory Property Owners Association is required.
2. All common areas including guard house, island/menlands within crest rights-of-way, and arterial landscaping with its irrigation systems, shall be regulated by the Property Owners Association within CUMBERLAND COURT.
3. A sidewalk shall be required on each lot where it fronts a local street in the addition as well as on the right of way adjacent to the west side of Lo 1, Block 2 and the east side of Lo 11, Block 2. The sidewalk will be required at the building permit stage and installed prior to the issuance of an Occupancy Certificate by the City of Nichols Hills.
4. Building setbacks not shown on Cumberland Court Plat shall be regulated by the Cumberland Court PUD, Section 9.5

CUMBERLAND COURT

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 233-4378 FAX (405) 233-4378

• ENGINEERS • SURVEYORS • PLANNERS •

SHEET 2 OF 2

FINAL PLAT
of
CUMBERLAND COURT

BEING A REPLAT OF LOTS 1-11 BLOCK 4 AND CUMBERLAND DRIVE AS SHOWN ON THE
PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (ALSO REFERRED TO AS THE
BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) RECORDED IN
BOOK 23 OF PLATS, PAGE 72 AND BEING A REPLAT OF LOTS 14-25 BLOCK 5 AND
CUMBERLAND DRIVE AS SHOWN ON THE RECORDED PLAT NICHOLS HILLS, OKLAHOMA
COUNTY, OKLAHOMA RECORDED IN BOOK 22 OF PLATS, PAGE 44

BEING A PART OF THE SE/4, SEC. 5, T12N, R3W, I.M.
AN ADDITION TO THE CITY OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That CUMBERLAND DRIVE, LLC, hereby certifies that they are the owner of, and the only
persons, firms or companies having title or interest in and to the land shown on the Final Plat of
CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma,
which said Final Plat represents a correct survey of all property included therein under the Final
Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, being a part of the
Southeast Quarter (SE/4), Section Five (5), Township Twelve (12) North, Range Three (3)
West of the Indian Meridian, Oklahoma County, Oklahoma.

They further certify that they are the owners of and the only persons, firms or companies
who have any right, title or interest in the land included in the above mentioned Final Plat, and
they do hereby dedicate all street rights-of-way and utility easements as shown on said Final
Plat to the use of the public, for public streets, public drainage and public utilities for their heirs,
executors, administrators, successors and assigns forever and have caused the same to be
released from all encumbrances to be executed on this 23rd day
of June, 2017.

Signed by the Manager this 23rd day of June, 2017.

CUMBERLAND DRIVE, LLC,
an Oklahoma limited liability company

By: Tony S. Say
Tony S. Say, Manager

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this
23rd day of June, 2017, personally appeared Tony S. Say, to me known
to be the identical person who subscribed the name of the maker thereof to the foregoing
instrument as its Manager, and duly acknowledged to me that he executed the same as his free
and voluntary act and deed and as the free and voluntary act and deed of such company for the
uses and purposes therein set forth. Given under my hand and seal the day and year last
above written.

Witness my hand and seal this 23rd day of June, 2017.

My Commission Expires: 2/28/19
My Commission No.: 1009135
Notary Public

CERTIFICATE OF PLANNING COMMISSION

I, John McCaleb, Chairman of the City of Nichols Hills Planning
Commission, hereby certify that the City of Nichols Hills Planning Commission duly approved
the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma
County, Oklahoma at a meeting the 5th day of April, 2017.

John McCaleb
Chairman
John McCaleb

CERTIFICATE OF CITY CLERK

I, Kristi Hort, City Clerk of the City of Nichols Hills, Oklahoma
County, Oklahoma, hereby certify that I have examined the records of said City and find that all
deferred payments on unsecured indebtedness have been paid in full
and that there are no special assessment procedures now pending against the land shown on
the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma
County, Oklahoma.

Signed by the City Clerk this 11th day of July, 2017.

Kristi Hort
City Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Nichols Hills that the dedication shown on the
Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County,
Oklahoma is hereby accepted.

Adopted by the Council of the City of Nichols Hills this 11th day of
July, 2017.

Approved by the Mayor of the City of Nichols Hills this 11th day of
July, 2017.

Kristi Hort
City Clerk

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for
Oklahoma County and the State of Oklahoma, hereby certify that the records of said county
show that the title to the land shown on the Final Plat of CUMBERLAND COURT, an addition
to the City of Nichols Hills, Oklahoma County, Oklahoma is vested in CUMBERLAND DRIVE,
LLC, on the 12th day of July, 2017, that there are no actions pending or
judgments of any nature in any court or on file with the clerk thereof, that the taxes are paid for
the year 2016 and prior years, that there are no outstanding tax sales certificates against said
land and no tax deeds are issued by any person, that there are no liens, or other encumbrances
of any kind against the land included in the Final Plat, except mortgages, rights-of-way,
easements, and mineral conveyances of record.

In witness thereof, said Bonded Abstractor has caused this instrument to be executed this
12 day of July, 2017.

American Eagle Title Insurance Company
Eric R. Otten
Eric R. Otten, President

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this
12 day of July, 2017, personally appeared Eric R. Otten
to me known to be the identical person who subscribed the name of the maker thereof to the
foregoing instrument as its President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act
and deed of said corporation for the uses and purposes therein set forth. Given under my hand
and seal the day and year last above written.

Witness my hand and seal this 12 day of July, 2017.

My Commission Expires: 9 June 2020
My Commission No.: 16005457
Notary Public

COUNTY TREASURER'S CERTIFICATE

Robert R. Hume hereby certify that I am the duly qualified and acting
County Treasurer of Oklahoma County and that the tax records of said county show that all
taxes for the year 2016 and prior years are paid on the Final Plat of CUMBERLAND COURT,
an addition to the City of Nichols Hills, Oklahoma County, Oklahoma, and that the required
statutory security has been deposited in the offices of the County Treasurer guaranteeing the
current year's taxes.

In witness thereof said County Treasurer has caused this instrument to be executed this
26 day of July, 2017.

Robert R. Hume
County Treasurer

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Robert R. Hume, a Professional Land Surveyor in the State of Oklahoma, do hereby
certify that the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills,
Oklahoma County, Oklahoma, consisting of 2 sheets, represents a correct survey made under
my supervision on the 23rd day of June, 2017, and that the plat of survey
is an accurate representation of said survey and that all monuments shown hereon actually
exist.

I further certify that this plat of survey meets the Oklahoma Minimum Standards for the
Practicing Land Surveyors as adopted by the Oklahoma State Board of Registration for
Professional Engineers and Land Surveyors.

Witness my hand and seal this 23rd day of June, 2017.

Robert R. Hume
Robert R. Hume, P.L.S. No. 1531

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public within and for said county and state, personally
appeared Robert R. Hume, to me known to be the identical person who executed the within
and foregoing instrument and acknowledged to me that he executed the same as his free and
voluntary act and deed.

Witness my hand and seal this 23rd day of June, 2017.

My Commission Expires: 07/20/17
My Commission No.: 01009219
Notary Public

PROPERTY DESCRIPTION

A tract of land being a part of the Southeast Quarter (SE/4) of Section Five (5), Township
Twelve (12) North, Range Three (3) West of the Indian Meridian, City of Nichols Hills,
Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Northeast (NE) Corner of Lot Thirty-two (32) Block Four (4) as shown on the
recorded plat NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (also referred to as the
BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) recorded in
Book 23 of Plats, Page 72, said point being the POINT OF BEGINNING;

THENCE South 89°30'00" West, along with the North line of Lots Thirty-two (32) through
Nineteen (19) and Lot Twelve (12) Block Four (4) as shown on said plat BUSINESS SECTION
OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA, a distance of 655.59 feet to the
Northwest (NW) Corner of said Lot Twelve (12) Block Four (4), said point lying on the East
right-of-way line of Avenida Drive;

THENCE along and with the East right-of-way line of Avenida Drive on a non-tangent curve to
the right having a radius of 780.00 feet, a chord bearing of North 22°01'25" West, a chord length
of 42.32 feet and an arc length of 42.33 feet;

THENCE North 20°20'14" West, continuing along and with the East right-of-way line of
Avenida Drive, a distance of 338.37 feet to the Southwest (SW) Corner of Lot Thirteen (13)
Block Five (5) as shown on the plat NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA
recorded in Book 22 of Plats, Page 44;

THENCE North 89°59'31" East, along and with the South line of said Lots Thirteen (13) through
One (1) Block Five (5) as shown on said plat NICHOLS HILLS, OKLAHOMA COUNTY,
OKLAHOMA, a distance of 781.38 feet to the Southeast (SE) Corner of said Lot One (1) Block
Five (5), said point lying on the West right-of-way line of Western Avenue;

THENCE South 00°00'00" West, along and with the West right-of-way line of Western Avenue,
a distance of 180.00 feet to the centerline of said Cumberland Drive;

THENCE South 65°59'31" West, along and with the centerline of said Cumberland Drive,
a distance of 2.00 feet;

THENCE South 00°00'00" West, along and with the West right-of-way line of Western Avenue,
a distance of 172.12 feet to the POINT OF BEGINNING.

Containing 256.493 square feet or 5.8683 acres, more or less.

This property description was prepared on the 1st day of February, 2016,
by Robert R. Hume, Licensed Professional Surveyor, No. 1531.

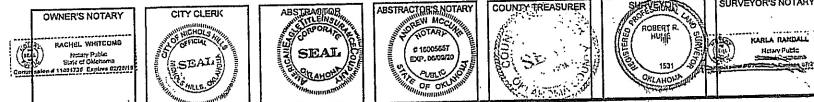
FINAL PLAT
of

CUMBERLAND COURT

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 234-8176 FAX (405) 234-8176
Cell: (405) 234-8176 Email: info@jandassociates.com

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SHEET 1 OF 2





(Limited Liability Company Form)
JOINT TENANCY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

Cumberland Drive L.L.C., 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

Kory Allen and Lauren Huffaker

as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor in the event of the death of either, parties of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 thereto belonging, and warrant the title to same.

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

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

Signed and delivered April 15, 2022.

Cumberland Drive L.L.C.

BY: [Signature]
Tony Say
Manager

The State of OKLAHOMA

LLC ACKNOWLEDGMENT

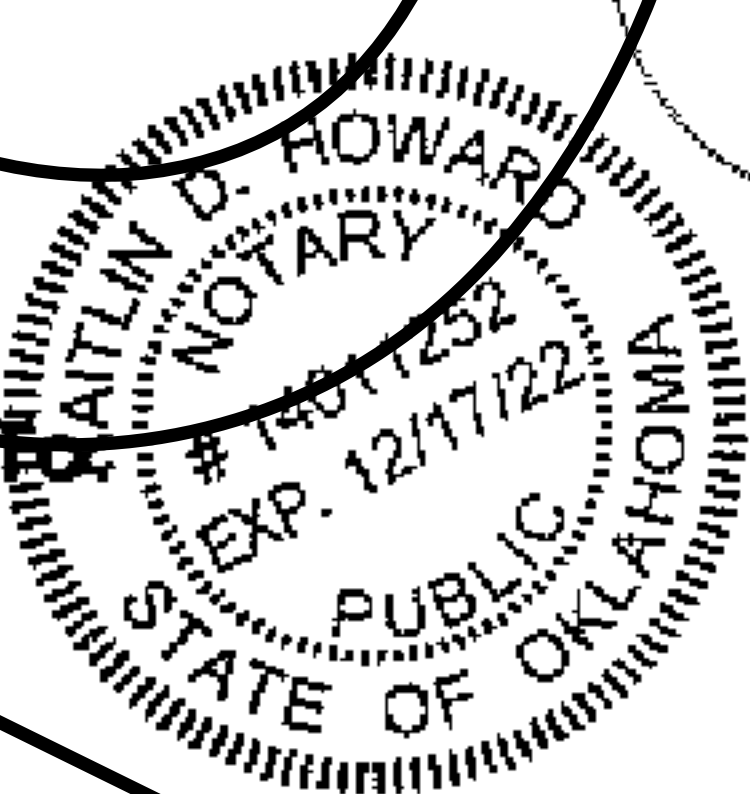
County of OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15 day of April, 2022, personally appeared Tony Say, Manager of Cumberland Drive L.L.C. to me known to be the identical person(s) who signed the name of the maker thereof to the within foregoing instrument as its Manager, and acknowledged to me that he/she executed the same as his/her 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:
Kory Allen and Lauren Huffaker
1101 Cumberland Ct
Nichols Hills, OK 73116



Presented for filing by and return to:
Chicago Title Oklahoma Co.
3401 NW 63rd, Suite 300
Oklahoma City, OK 73116
File No.: 714052200055
Title Insurance Commitment, if any, issued by:
Chicago Title Insurance Corp.

EXHIBIT "A"
Legal Description

For Tax Map ID(s): 215221110 and 215221100

Property 1:
Lot Twelve (12), in Block One (1), of CUMBERLAND COURT, being a Replat of Lots 1-11, Block 4 and Cumberland Drive as shown on the Plat of Nichols Hills, also referred to as the Business Section of Nichols Hills, Oklahoma County, recorded in Book 23, Page 72 and being a Replat of Lots 14-25, Block Five and Cumberland Drive as shown on the recorded Plat Nichols Hills, Oklahoma County and recorded in Book 22, Page 44, an Addition to the City of Nichols Hills, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Property 2:
Lot Eleven (11), in Block One (1), of CUMBERLAND COURT, being a Replat of Lots 1-11, Block 4 and Cumberland Drive as shown on the Plat of Nichols Hills, also referred to as the Business Section of Nichols Hills, Oklahoma County, recorded in Book 23, Page 72 and being a Replat of Lots 14-25, Block Five and Cumberland Drive as shown on the recorded Plat Nichols Hills, Oklahoma County and recorded in Book 22, Page 44, an Addition to the City of Nichols Hills, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Written Consent for Neighboring Combined Lots

Proposed by:

Cumberland Drive LLC, Tony S. Say
c/o European Dekor, LLC
5637 N. Classen Blvd.
Oklahoma City, OK 73118

Neighboring Property Owner:

Kory Allen
1101 Cumberland Ct.
Nichols Hills, OK 73116

Mr. Allen,

We are requesting your consent to combine the neighboring lot bordering the west side of your property with the lot bordering its west side. These two lots are Lot Nine (9) and Lot Ten (10), in Block One (1) of Cumberland Court, also known as 1105 and 1107 Cumberland Court.

The purpose of combining the two lots is for new residential construction. The two lots are currently pending sale, and once combined (if approved), will be sold to a family to build a single-family residence.

If you approve, please sign below and submit to us at your earliest convenience. Thank you for your understanding.

Approved by:

Date:



10/15/25

Kory Allen, 1101 Cumberland Ct.

Written Consent for Neighboring Combined Lots

Proposed by:

Cumberland Drive LLC, Tony S. Say
c/o European Dekor, LLC
5637 N. Classen Blvd.
Oklahoma City, OK 73118

Neighboring Property Owner:

1109 Cumberland Drive LLC
1109 Cumberland Ct.
Nichols Hills, OK 73116

We are requesting your consent to combine the neighboring lot bordering the east side of your property with the lot bordering its east side. These two lots are Lot Nine (9) and Lot Ten (10), in Block One (1) of Cumberland Court, also known as 1105 and 1107 Cumberland Court.

The purpose of combining the two lots is for new residential construction. The two lots are currently pending sale, and once combined (if approved), will be sold to a family to build a single-family residence.

If you approve, please sign below and submit to us at your earliest convenience. Thank you for your understanding.

Approved by:



1109 Cumberland Drive LLC

Date:

10-16-2025



**As a property owner, you have
Rights, Remedies, & Responsibilities
regarding your assessment.**

[Read more](#)

[Larry Stein](#) Oklahoma County Assessor (405) 713-1200 - Public Access System

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Real Property Display - Screen Produced 10/16/2025 10:07:28 AM

Try our new Mapping Site - The current version will retire December 31st, 2025

Account: R215221100	Type: Residential		Location:	1103 CUMBERLAND CT
Building Name/Occupant:			Map New Map	NICHOLS HILLS
Owner Name 1:	ALLEN KORY		Parcel PIN#:	2618-21-522-1100
Owner Name 2:	HUFFAKER LAUREN		1/4 section #:	2618
Owner Name 3:			Parent Acct:	2618-16-957-0280
Billing Address:	1101 CUMBERLAND CT		Tax District:	TXD 500
City, State, Zip	NICHOLS HILLS, OK 73116		School System:	Oklahoma City #89
Country: (If noted)			Land Size:	0.2042 Acres
Personal Property	Land Value: 327,180		Treasurer:	Click to View Taxes
Sect 5-T12N-R3W Qtr SE	CUMBERLAND COURT Block 001 Lot 011		Subdivision Sales	

Full Legal Description: CUMBERLAND COURT 001 011

No comparable sales report available.



No comparable sales returned.

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	327,180	327,180	35,989	0	35,989	141.11	\$5,079	\$0
2024	327,180	327,180	35,989	0	35,989	141.11	\$5,079	\$0
2023	327,180	327,180	35,989	0	35,989	139.71	\$5,028	\$0
2022	282,978	282,978	31,127	0	31,127	127.53	\$3,970	\$0
2021	282,978	282,978	31,127	0	31,127	128.53	\$4,001	\$0

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Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
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No adjustment/exemption records returned.

Property Deed Transaction History (Recorded in the [County Clerk's Office](#))

Date	Type	Book	Page	Price	Grantor	Grantee
4/15/2022	>	Mult Parcel	15128 983	680,000	CUMBERLAND DRIVE LLC	ALLEN KORY
4/14/2022	>	Hmstd Off &	15128 979	0	CUMBERLAND DRIVE LLC	CUMBERLAND DRIVE LLC

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2023	02/14/2023	327,180	327,180	35,989	0	35,989
2018	04/16/2018	282,978	282,978	31,128	0	31,128

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
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No Building Permit records returned.

Click button on building number to access detailed information:

Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
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No building records returned.



**DID YOU
KNOW?**

Public schools receive more than 71% of your property tax dollar?

[Read more](#)

[Larry Stein](#) Oklahoma County Assessor (405) 713-1200 - Public Access System

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Real Property Display - Screen Produced 10/16/2025 10:07:02 AM

Try our new Mapping Site - The current version will retire December 31st, 2025

Account: R215221070	Type: Residential		Location:	1109 CUMBERLAND CT
Building Name/Occupant:			Map New Map	NICHOLS HILLS
Owner Name 1:	1109 CUMBERLAND DRIVE LLC	Parcel PIN#:		2618-21-522-1070
Owner Name 2:		1/4 section #:		2618
Owner Name 3:		Parent Acct:		2618-16-957-0280
Billing Address:	1303 N ROBINSON AVE, Unit 25	Tax District:		TXD 500
City, State, Zip	OKLAHOMA CITY, OK 73103	School System:		Oklahoma City #89
Country: (If noted)		Land Size:		0.2066 Acres
Personal Property	Land Value: 282,978	Treasurer:		Click to View Taxes
Sect 5-T12N-R3W Qtr SE	CUMBERLAND COURT Block 001 Lot 008	Subdivision Sales		

Full Legal Description: CUMBERLAND COURT 001 008

No comparable sales report available.

 No Photo Available	 No Sketch Available	No comparable sales returned.
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Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	282,978	282,978	31,127	0	31,127	141.11	\$4,392	\$0
2024	282,978	282,978	31,127	0	31,127	141.11	\$4,392	\$0
2023	282,978	282,978	31,127	0	31,127	139.71	\$4,349	\$0
2022	282,978	282,978	31,127	0	31,127	127.53	\$3,970	\$0
2021	282,978	282,978	31,127	0	31,127	128.53	\$4,001	\$0

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Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
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No adjustment/exemption records returned.

Property Deed Transaction History (Recorded in the [County Clerk's Office](#))

Date		Type	Book	Page	Price	Grantor	Grantee
10/6/2025	>	Deeds	16255	488	475,000	CUMBERLAND DRIVE LLC	1109 CUMBERLAND DRIVE LLC

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2018	04/16/2018	282,978	282,978	31,128	0	31,128

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
--------	----------	-------------	--------	-------------	-----------------------	--------

No Building Permit records returned.

Click button on building number to access detailed information:

Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
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No building records returned.

Larry Stein Oklahoma County Assessor's Office



Ownership Radius Report

This Official Report is for Account Numbers R215221080 & R215221090 and is a **300-foot** radius from the outside of the polygon.

DIGITAL COPIES ARE NOT PROVIDED BY THIS OFFICE.

If the minimum number of different owners was not reached from the initial search the radius for this report was extended by 100-foot increments until the required number of different owners is included, or the maximum distance has been met. This report does not constitute a legal survey or document. Definitive descriptions of real property and ownership can be obtained from the official recorded documents in the Oklahoma County Clerk's Office.

The Official Certified Radius Report will expire 30 days from the date of creation stamp and seal.

If you need a digital reproduction of this report, please call the mapping department of the Assessor's office for instructions on how to use the website.

STATE OF OREGON } ss:
COUNTY OF CLATSOP

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 ft radius report

filed in the office of the County Assessor
on the 5th day of Nov, 2025

Given under my hand and official seal this
5th day of Nov, 2025

County Assessor

K. Strayer Deputy

Oklahoma County Assessor's
300ft Radius Report
11/5/2025

accountntno	name1	name2	name3	mailingaddress1	city	state	zipcode	subname	block	lot	legal	location
R169570220	11 NORTH NICHOLS HILLS OWNER LLC			135 W 50TH ST, Unit 200	NEW YORK	NY	10020-1210	NICHOLS HILLS ADD	0		NICHOLS HILLS ADD PT OF BLKS 3 & 4 BEG AT NW/C LOT 12 BLK 4 TH E655.10FT S184.48FT W12FT S61FT W166FT S16.36FT SWLY185.75FT NWLY270.87FT NWLY ALONG A CURVE 273.52FT TO BEG	6482 AVONDALE DR NICHOLS HILLS
R169570445	SAY TONY S			5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118-4015	NICHOLS HILLS ADD	5	9	NICHOLS HILLS ADD 005 009	1116 FENWICK PL NICHOLS HILLS
R169570440	MOORAD RANDY D			13201 BLUE CANYON CIR	OKLAHOMA CITY	OK	73142-6209	NICHOLS HILLS ADD	5	8	NICHOLS HILLS ADD 005 008	1114 FENWICK PL NICHOLS HILLS
R169570430	STOCKMAN HARVEY R & PAMELA S TRS	STOCKMAN LIV TRUST		1110 FENWICK PL	NICHOLS HILLS	OK	73116-6410	NICHOLS HILLS ADD	5	7	NICHOLS HILLS ADD 005 007	1112 FENWICK PL NICHOLS HILLS
R169570425	STOCKMAN HARVEY R & PAMELA S TRS	STOCKMAN LIV TRUST		1110 FENWICK PL	NICHOLS HILLS	OK	73116	NICHOLS HILLS ADD	5	6	NICHOLS HILLS ADD 005 006	1110 FENWICK PL NICHOLS HILLS
R169570421	DB REAL ESTATE INVESTMENTS LLC	C/O DAVID BOX TREVINO		7009 N CLASSEN BLVD	OKLAHOMA CITY	OK	73116	NICHOLS HILLS ADD	5	5	NICHOLS HILLS ADD 005 005	1108 FENWICK PL NICHOLS HILLS
R169570420	TREVINO CANDACE K TRS	CANDACE K LIV TRUST		791 MOLINO AVE	LONG BEACH	CA	90804-4759	NICHOLS HILLS ADD	5	4	NICHOLS HILLS ADD 005 004	1106 FENWICK PL NICHOLS HILLS
R169570410	NORTHWEST INVESTMENT PROPERTIES LLC			1623 WESTMINSTER PL	OKLAHOMA CITY	OK	73120	NICHOLS HILLS ADD	5	3	NICHOLS HILLS ADD 005 003	1104 FENWICK PL NICHOLS HILLS
R169570400	SANDERS CHARLES & MILDRED TRS	SANDERS LIVING TRUST		2628 BOBWHITE TRL	EDMOND	OK	73025-2371	NICHOLS HILLS ADD	5	2	NICHOLS HILLS ADD 005 002	1102 FENWICK PL NICHOLS HILLS
R169570390	MICHAEL GEORGE PAUL JR			8320 S WESTERN AVE	OKLAHOMA CITY	OK	73139-9214	NICHOLS HILLS ADD	5	1	NICHOLS HILLS ADD 005 001	1100 FENWICK PL NICHOLS HILLS
R073932240	EXPAT HOLDINGS OKC LLC			1804 N 1ST ST	BROKEN ARROW	OK	74012	LAKEVIEW HEIGHTS ADD	5	0	LAKEVIEW HEIGHTS ADD 005 000 ALL LOTS 14 THRU 21 W13FT LOT 22 PLUS S/2 VAC ALLEY ON N	6800 N WESTERN AVE OKLAHOMA CITY
R169570635	BD NORMAN PROPERTY LLC			PO BOX 6504	EDMOND	OK	73083-6504	NICHOLS HILLS ADD	6	21	NICHOLS HILLS ADD 006 021	1115 FENWICK PL NICHOLS HILLS
R169570637	PALLADY STEPHEN CARL ESTATE OF	PALLADY VIRGINIA RUTH		1113 FENWICK PL	NICHOLS HILLS	OK	73116-6409	NICHOLS HILLS ADD	6	22	NICHOLS HILLS ADD 006 022	1113 FENWICK PL NICHOLS HILLS
R169570640	BASORE A LOUISE SOLE TRS	BASORE LOUISE REV LIV TRUST		1111 FENWICK PL	NICHOLS HILLS	OK	73116-6409	NICHOLS HILLS ADD	6	23	NICHOLS HILLS ADD 006 023	1111 FENWICK PL NICHOLS HILLS
R169570645	DB REAL ESTATE INVESTMENT LLC			7009 N CLASSEN BLVD	OKLAHOMA CITY	OK	73116	NICHOLS HILLS ADD	6	25	NICHOLS HILLS ADD 006 025	1107 FENWICK PL NICHOLS HILLS
R169570650	GUERRA SUSAN			5848 DIAMOND POINT CIR	EL PASO	TX	79912-4154	NICHOLS HILLS ADD	6	26	NICHOLS HILLS ADD 006 026	1105 FENWICK PL NICHOLS HILLS
R169570655	MICHAEL G PAUL JR			8320 S WESTERN AVE	OKLAHOMA CITY	OK	73139-9214	NICHOLS HILLS ADD	6	27	NICHOLS HILLS ADD 006 027	1103 FENWICK PL NICHOLS HILLS

Oklahoma County Assessor's
300ft Radius Report
11/5/2025

R169570660	MICHAEL GORGE PAUL JR TRS		1101 FENWICK PL	NICHOLS HILLS	OK	73116-6409	NICHOLS HILLS ADD	6	28	NICHOLS HILLS ADD 006 028	1101 FENWICK PL NICHOLS HILLS
R074012520	B D EDDIE ENTERPRISES		6801 N CLASSEN BLVD STE A	OKLAHOMA CITY	OK	73116-7205	NORTHWEST HEIGHTS	1	0	NORTHWEST HEIGHTS 001 000 LOTS 0 21 THRU 28	6600 N WESTERN AVE OKLAHOMA CITY
R215221220	CUMBERLAND DRIVE LLC		5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118-4015	CUMBERLAND COURT	2	11	CUMBERLAND COURT 002 011	1100 CUMBERLAND CT NICHOLS HILLS
R215221210	CUMBERLAND DRIVE LLC		5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118-4015	CUMBERLAND COURT	2	10	CUMBERLAND COURT 002 010	1102 CUMBERLAND CT NICHOLS HILLS
R215221200	CUMBERLAND DRIVE LLC		5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118-4015	CUMBERLAND COURT	2	9	CUMBERLAND COURT 002 009	1104 CUMBERLAND CT NICHOLS HILLS
R215221190	TJT DEVELOPMENT LLC		5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118-4015	CUMBERLAND COURT	2	8	CUMBERLAND COURT 002 008	1106 CUMBERLAND CT NICHOLS HILLS
R215221180	TJT DEVELOPMENT LLC		5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118	CUMBERLAND COURT	2	7	CUMBERLAND COURT 002 007	1108 CUMBERLAND CT NICHOLS HILLS
R215221170	TJT DEVELOPMENT LLC		5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118-4015	CUMBERLAND COURT	2	6	CUMBERLAND COURT 002 006	1110 CUMBERLAND CT NICHOLS HILLS
R215221160	REEVES ROSS NEWTON III & JUNE TRS	REEVES ROSS NEWTON & JUNE DELORIS JOINT LIV TRUST	1112 CUMBERLAND CT	NICHOLS HILLS	OK	73116-6407	CUMBERLAND COURT	2	5	CUMBERLAND COURT 002 005	1112 CUMBERLAND CT NICHOLS HILLS
R215221150	THOMAS SHAWN P	THOMAS PAIGE E NOSSAMAN	1114 CUMBERLAND CT	NICHOLS HILLS	OK	73116	CUMBERLAND COURT	2	4	CUMBERLAND COURT 002 004	1114 CUMBERLAND CT NICHOLS HILLS
R215221140	NOSSAMAN JACOB L TRS	JACOB L REV TRUST	1116 CUMBERLAND CT	NICHOLS HILLS	OK	73116	CUMBERLAND COURT	2	3	CUMBERLAND COURT 002 003	1116 CUMBERLAND CT NICHOLS HILLS
R215221230	CUMBERLAND DRIVE LLC		5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118-4015	CUMBERLAND COURT	0	0	CUMBERLAND COURT 000 000 COMMON AREAS A & D	A COMMON AREA
R074013110	OUTWEST PARTNERS LLC		6520 N WESTERN AVE, Unit 300	OKLAHOMA CITY	OK	73116-7334	NORTHWEST HEIGHTS	1	0	NORTHWEST HEIGHTS 001 000 LOTS 0 29 THRU 34	6616 N WESTERN AVE OKLAHOMA CITY
R215221020	WRIGHT GARY N F	COKELEY NORMA F	7913 NICHOLS GATE CIR	OKLAHOMA CITY	OK	73116	CUMBERLAND COURT	1	3	CUMBERLAND COURT 001 003	1119 CUMBERLAND CT NICHOLS HILLS
R215221030	CUMBERLAND DRIVE LLC		5637 N CLASSEN BLVD	OKLAHOMA CITY	OK	73118-4015	CUMBERLAND COURT	1	4	CUMBERLAND COURT 001 004	1117 CUMBERLAND CT NICHOLS HILLS
R215221040	SINGH MOHIT CHICOINE	SINGH SHWETA	1115 CUMBERLAND CT	NICHOLS HILLS	OK	73116	CUMBERLAND COURT	1	5	CUMBERLAND COURT 001 005	1115 CUMBERLAND CT NICHOLS HILLS
R215221050	CHICOINE GERARD	CHICOINE LAMAR	3508 BELLO WAY	EDMOND	OK	73034	CUMBERLAND COURT	1	6	CUMBERLAND COURT 001 006	1113 CUMBERLAND CT NICHOLS HILLS
R215221060	WALKER DALE F TRS	WALKER MARY SUZAN TRS	1111 CUMBERLAND CT	OKLAHOMA CITY	OK	73116	CUMBERLAND COURT	1	7	CUMBERLAND COURT 001 007	1111 CUMBERLAND CT NICHOLS HILLS

Oklahoma County Assessor's
300ft Radius Report
11/5/2025

R215221070	1109 CUMBERLAND DRIVE LLC			1303 N ROBINSON AVE, Unit 25	OKLAHOMA CITY	OK		73103	CUMBERLAND COURT	1	8	CUMBERLAND COURT 001 008	1109 CUMBERLAND CT NICHOLS HILLS
R215221080	CUMBERLAND DRIVE LLC			5637 N CLASSEN BLVD	OKLAHOMA CITY	OK		73118-4015	CUMBERLAND COURT	1	9	CUMBERLAND COURT 001 009	1107 CUMBERLAND CT NICHOLS HILLS
R215221090	CUMBERLAND DRIVE LLC			5637 N CLASSEN BLVD	OKLAHOMA CITY	OK		73118-4015	CUMBERLAND COURT	1	10	CUMBERLAND COURT 001 010	1105 CUMBERLAND CT NICHOLS HILLS
R215221100	ALLEN KORY	HUFFAKER LAUREN		1101 CUMBERLAND CT	NICHOLS HILLS	OK		73116	CUMBERLAND COURT	1	11	CUMBERLAND COURT 001 011	1103 CUMBERLAND CT NICHOLS HILLS
R215221110	ALLEN KORY	HUFFAKER LAUREN		1101 CUMBERLAND CT	NICHOLS HILLS	OK		73116	CUMBERLAND COURT	1	12	CUMBERLAND COURT 001 012	1101 CUMBERLAND CT NICHOLS HILLS
R074013920	OUTWEST PARTNERS LLC			6520 N WESTERN AVE, Unit 300	OKLAHOMA CITY	OK		73116-7334	NORTHWEST HEIGHTS	1	0	NORTHWEST HEIGHTS 001 000 ALL OF LOTS 35 THRU 40	6714 N WESTERN AVE OKLAHOMA CITY





CITY OF NICHOLS HILLS

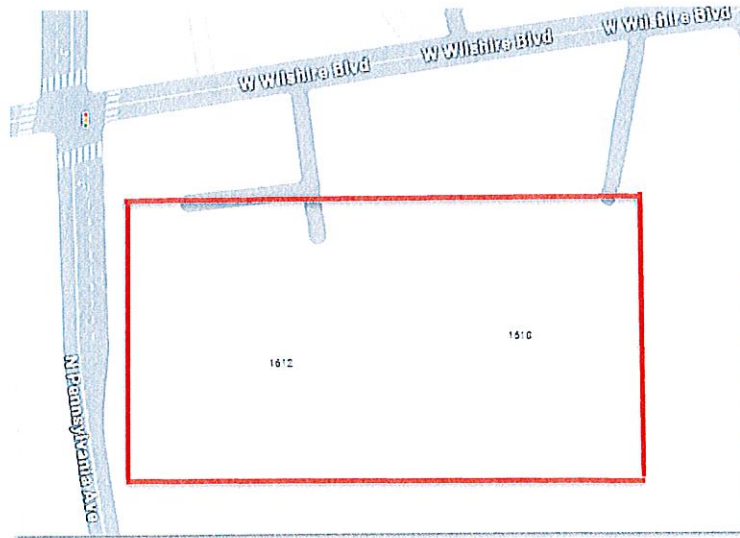
NOTICE OF PUBLIC HEARINGS CITY OF NICHOLS HILLS, OKLAHOMA CASE NO. PC-2025-07

Notice is hereby given that 1612 West Wilshire LLC, an Oklahoma limited liability company, and owner of the subject property, has filed an application (the "Application") with the City of Nichols Hills, Oklahoma for approval of an affidavit combining two lots generally located at 1610 W Wilshire Boulevard and 1612 W Wilshire Boulevard. Specifically, the applicant is requesting approval of a deed containing the following legal descriptions:

All of Lots Two (2) and Three (3), in Block Thirty-six "C" (36C), of Block 36C, Nichols Hills, a replat of Lot 2, Block 36, Nichols Hills, Oklahoma County, Oklahoma, according to the recorded plat thereof

Lot One (1), in Block Thirty-six "C" (36C), of Block 36C, Nichols Hills, a replat of Lot 2, Block 36, Nichols Hills, Oklahoma County, Oklahoma, according to the recorded plat thereof

The following map shows the area affected by the Application:



The Application will be considered at public hearings to be held by both the Nichols Hills Planning Commission and the Nichols Hills City Council.

These public hearings will be held by the Nichols Hills Planning Commission on Tuesday, December 2nd, 2025 at 5:30 p.m., and by the Nichols Hills City Council on Tuesday, December 9th, 2025 at 5:30 p.m. These public hearings will be held in the Council Chambers at Nichols Hills City Hall, 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116.

The Application and supporting documentation may be inspected in the City Clerk's office during regular business hours.

Any person may address the Nichols Hills Planning Commission and Nichols Hills City Council at these public hearings regarding the Application. Written support for or protest against the Application may be mailed to the City Clerk at 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116, or hand delivered to the office of the City Clerk at 6407 Avondale Drive, Nichols Hills, Oklahoma, 73116. Written support or protests must be received by the City Clerk not less than three days before the public hearing.

Dated this 5th day of November, 2025.



Amanda Copeland, City Clerk
City of Nichols Hills, Oklahoma

APPLICATION FOR COMBINED LOT DEED APPROVAL

TO: Planning Commission and City Council
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK 73116

Pursuant to Section 4.5.4 of the City of Nichols Hills Subdivision Regulations, the undersigned, states as follows:

1. I am counsel for, and Manager of, 1612 West Wilshire LLC, an Oklahoma limited liability company (the "**Applicant**"). This Application is being submitted to request combination of

- (a) All of Lots Two (2) and Three (3), in Block Thirty-six "C" (36C), of BLOCK 36C, NICHOLS HILLS, A REPLAT OF LOT 2, BLOCK 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof, and
- (b) Lot One (1), in Block Thirty-six "C" (36C), of BLOCK 36C NICHOLS HILLS, a Replat of Lot 2, Block 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof

(collectively, the "**Property**").

2. The Applicant's address and other contact information are as follows:

1612 West Wilshire LLC
Attention: Manager
201 Robert S. Kerr Avenue, Suite 1600
Oklahoma City, OK 73102

Tel: 405-996-3381
Email: SSpradling@hartzoglaw.com

3. Submitted herewith are the following:

- 3.1 Executed Combined Lot Affidavit;
- 3.2 Copies of Applicant's deeds to the Property;
- 3.3 Certified pin survey of the Property;
- 3.4 Copies of the deeds to the Lots bordering the Property;
- 3.5 Written consents from the three owners of lots abutting the Property. (This Application will, of course, constitute the Applicant's consent to such

combination.);

- 3.6 Certificate of the Oklahoma County Assessor stating the names, addresses, and contact information for owners of property within a 300-foot radius of the exterior boundaries of the Property; and
- 3.7 Our firm's check in the amount of \$500 for the non-refundable filing fee required for this Application pursuant to Section 3-40-16 of the City Fee Schedule.

IN WITNESS WHEREOF, I have signed and submitted this Application on October 30, 2025.



T. Scott Spradling

AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

T. Scott Spradling, being first duly sworn, states:

1. My name is T. Scott Spradling. My address is 201 Robert S. Kerr Avenue, Suite 1600, Oklahoma City, OK 73102. I am over the age of 18. I am a resident of the State of Oklahoma. I am the Manager of 1612 West Wilshire LLC (the "Company"), and I have personal knowledge of the matters stated in this Affidavit.
2. The purpose of this Affidavit is to document of record a Combined Lot, as defined by the Nichols Hills Subdivision Regulations, such being the combination of two lots that are owned by the Company in the City of Nichols Hills, Oklahoma. The subject Combined Lot is being created pursuant to the Nichols Hills Subdivision Regulations.
3. The legal descriptions of the two lots are:

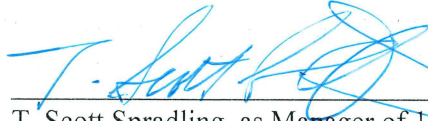
All of Lots Two (2) and Three (3), in Block Thirty-six "C" (36C), of BLOCK 36C, NICHOLS HILLS, A REPLAT OF LOT 2, BLOCK 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof, and.

Lot One (1), in Block Thirty-six "C" (36C), of BLOCK 36C NICHOLS HILLS, a Replat of Lot 2, Block 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof.
4. The legal description of the Combined Lot, as defined by the Nichols Hills Subdivision Regulations, is:

All of Lots One (1), Two (2), and Three (3), in Block Thirty-six "C" (36C), of BLOCK 36C NICHOLS HILLS, a Replat of Lot 2, Block 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof.
5. As Owner of the above-described Combined Lot, the Company acknowledges the following:
 - a. The Company may not sell, transfer, convey, or mortgage either of the lots comprising the Combined Lot separate or apart from each other, and any attempt to do so will be void.
 - b. Such covenants will run with title to the Combined Lot and will be binding on all parties having or acquiring any right, title, or interest in the Combined Lot.
 - c. Such covenants will be for and inure to the benefit of the City of Nichols Hills, which will have the right and standing to enforce the terms of such covenant.

I declare to the best of my knowledge and belief that the information in this Affidavit is true, correct, and complete.

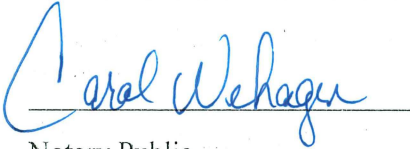
Executed this 30th day of October, 2025.



T. Scott Spradling, as Manager of 1612 West Wilshire LLC

Notary Acknowledgment

Subscribed and sworn to before me this 30 day of October, 2025.



Notary Public

My Commission Expires: 10/24/27

Commission Number: 23014202

This conveyance was approved on the ____ day of _____, 2025, by the City Council of the City of Nichols Hills, Oklahoma, pursuant to the Nichols Hills Subdivision Regulations as adopted by the Nichols Hills City Code.

By: _____

Name: _____

Title: _____

After Recording Return To:

1612 West Wilshire LLC

Attention: Manager

201 Robert S. Kerr Avenue, Suite 1600

Oklahoma City, OK 73102

Rec. & Ret. to:

American Eagle Title Group

421 NW 13th St, Suite 320

Oklahoma City, OK 73103

20190808011100420

DEED 08/08/2019

12:24:40 PM Book:14098

Page:1244 PageCount:4

Filing Fee:\$19.00

Doc. Tax:\$6937.50

State of Oklahoma

County of Oklahoma

Oklahoma County Clerk

David B. Hooten

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT KATHLEEN A. KUYKENDALL, TRUSTEE of the KATHLEEN KUYKENDALL 2001 TRUST ("Grantor"), whose mailing address is 2295 South Ocean Blvd, Apt 623, Palm Beach, FL 33480, in consideration of the sum of Ten and No/100 Dollars (U.S. \$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto 1612 WEST WILSHIRE LLC, an Oklahoma limited liability company ("Grantee"), whose mailing address is 201 Robert S. Kerr Avenue, Suite 1600, Oklahoma City, OK 73102, Attention: Manager, the real property and premises situated in Oklahoma County, State of Oklahoma, more particularly described as follows:

All of Lots Two (2) and Three (3), in Block Thirty-six "C" (36C), of BLOCK 36c, NICHOLS HILLS, A Replat of Lot 2, Block 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof (the "Land"), which has a street address of 1612 West Wilshire Blvd, Nichols Hills, OK 73116,

together with (A) all easements, rights of way, privileges, appurtenances and other rights, if any, pertaining to the Land (collectively, the "Easements"), (B) all right, title and interest of Grantor, if any, in and to any land lying in the bed of any street, road, avenue or alley, proposed, opened, closed or vacated, public or private, in front of, behind, beside or otherwise adjoining the Land (collectively, the "Abutter's Rights"), and (C) all right, title, and interest of Grantor, if any, in and to all ground water underlying the Land, and all water wells located on the Land (collectively, the "Water Rights" which together with the Easements and Abutter's Rights are herein collectively called the "Appurtenances"); and the residence and component structural, mechanical, electrical, lighting, HVAC, plumbing, security, and other fixtures and facilities located therein or serving the residence (collectively, the "Residence"), outbuildings, canopies, fences, walls, gates, parking areas, sidewalks, driveways, access ways, landscaping, and other improvements located on the Land (with the Residence hereinafter collectively called the "Improvements"). All of the foregoing property being conveyed hereby is hereinafter collectively called the "Real Property."

Notwithstanding any contrary or inconsistent provision of this Deed, Grantor's conveyance of the Water Rights is a quitclaim conveyance only, without any warranty; provided, however, Grantor covenants to execute and deliver to Grantee such other documents as Grantee may reasonably request to transfer to Grantee all of Grantor's rights in and to the water wells located on the Land. Grantor warrants title to all other the Real Property to be free, clear, and discharged

1905-041-61

4/19

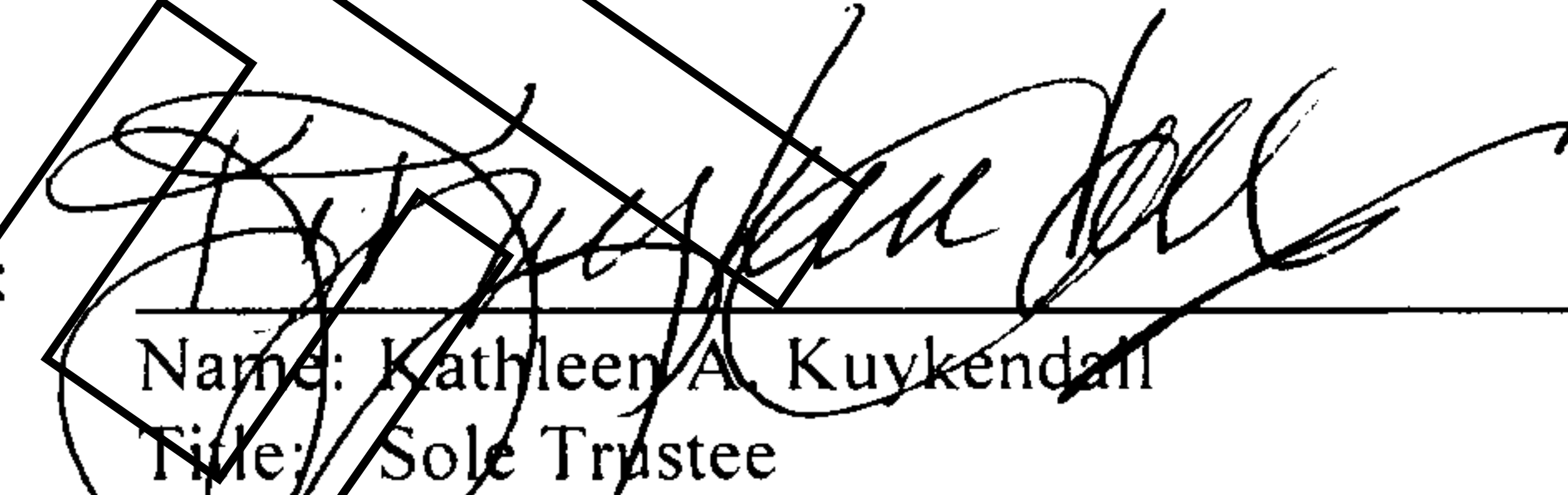
of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by Grantor, except for any matters described on **Exhibit A** attached as a part hereof (the "**Permitted Title Exceptions**") made or suffered to be made by Grantor. Regardless of whether Grantor made or suffered to be made any of the Permitted Title Exceptions, the Real Property is being conveyed subject to the Permitted Title Exceptions.

TO HAVE AND TO HOLD the Real Property unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the title to the Real Property (excluding the Water Rights) unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Title Exceptions.

Grantor conveys the Real Property to Grantee, and Grantee accepts the Real Property from Grantor, subject to the provisions of **Exhibit B** attached as a part hereof.

"Grantor":

**KATHLEEN A. KUYKENDALL, TRUSTEE of the
KATHLEEN KUYKENDALL 2001 TRUST**

By: 

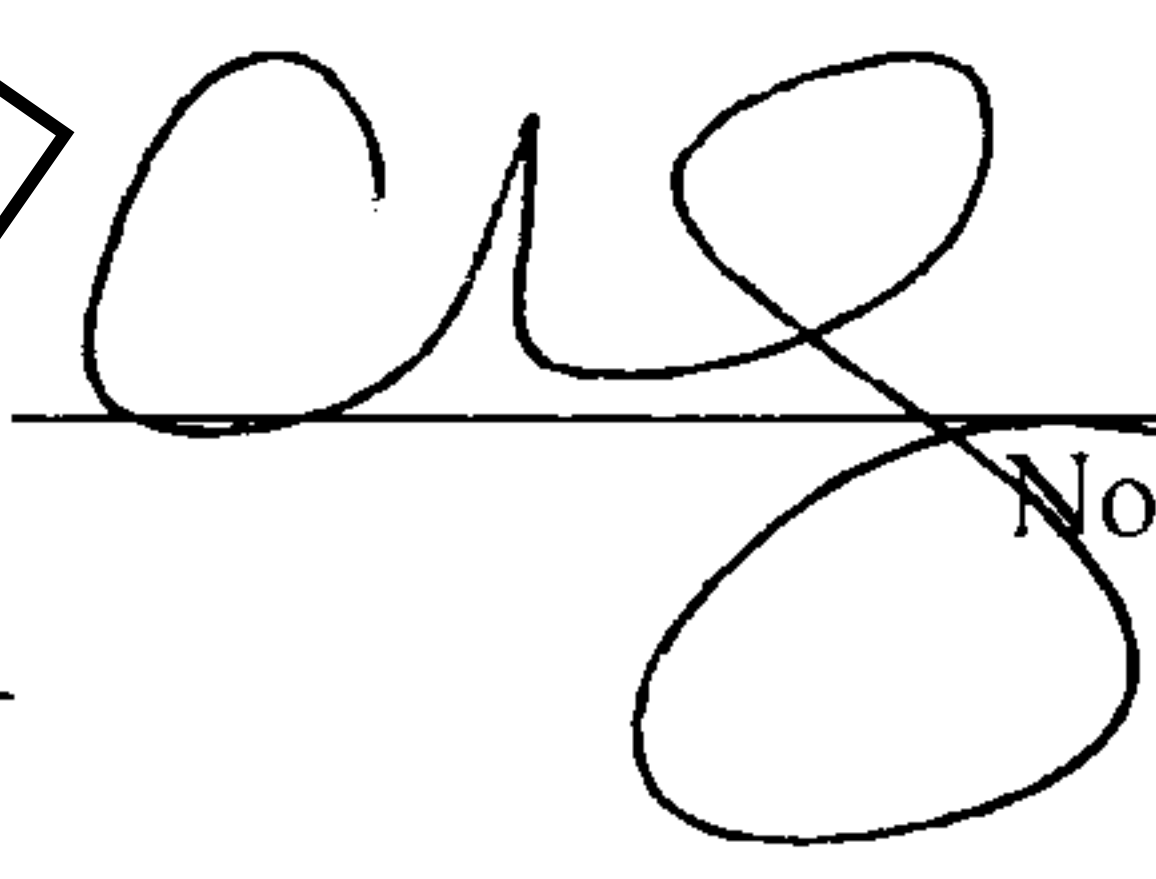
Name: Kathleen A. Kuykendall

Title: Sole Trustee

STATE OF Oklahoma

COUNTY OF Oklahoma

This instrument was acknowledged before me on August 1, 2019, by Kathleen A. Kuykendall, as Trustee of the **KATHLEEN KUYKENDALL 2001 TRUST**, an express private trust.


Notary Public

My Commission Expires: _____

My Commission Number: _____

[Seal]

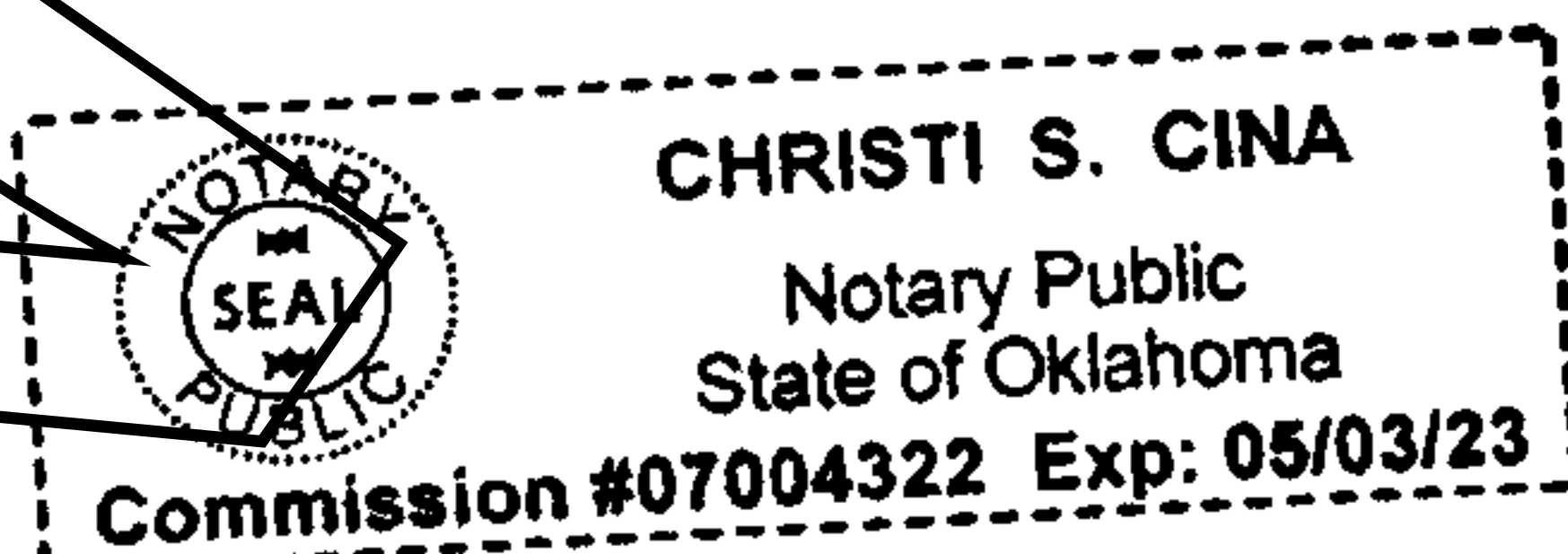


EXHIBIT A

Permitted Title Exceptions

1. Any claim to (a) ownership of or rights to minerals and similar substances, including, but not limited to, ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
2. All matters shown on Plat and Plat Map recorded in book 22, page 44; Book 173, page 30; Book 52, page 53.
3. Restrictive Covenants recorded in Book 22, page 44, Book 5303, page 1249, which do not provide for a forfeiture or reversion of title upon violation thereof, but deleting any covenant, condition, or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC Section 3604(c).
4. Any matters that would be disclosed by an accurate survey of the Land and Improvements.

EXHIBIT B

Disclaimer of Condition of Real Property

Grantor specifically disclaims any warranty, guaranty, or representation, oral or written, express or implied, of, as to, or concerning (a) the nature, condition or state of repair of the Real Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Real Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Real Property, (d) the habitability, MERCHANTABILITY or FITNESS of the Real Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (as herein defined) or Hazardous Materials (as herein defined) with respect to the Real Property or any facilities or operations thereon, (f) any encroachment of improvements on the Real Property over any applicable building setback lines, or onto adjacent properties, any encroachment of improvements on adjacent properties onto the Real Property, or any other matters that would be disclosed by an accurate survey of the Real Property, or (g) the compliance of the Real Property with Environmental Laws (as herein defined). As used in this Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Real Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expenses, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the occupancy or operation of the Real Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. The Real Property is hereby conveyed to Grantee "AS IS", "WHERE IS" and "WITH ALL FAULTS".



Exempt Documentary
Stamp Tax O.S. Title 68,
Article 32, Section 3202,
Paragraph 4

2021092901171057 B: 14911 P: 897
09/29/2021 10:50:30 AM Pgs: 1
Fee: \$18.00
David B. Hooten, County Clerk
Oklahoma County - State of Oklahoma



QUIT CLAIM DEED

THIS DEED, entered this 16th day of September, 2021, is between C.H. Kuykendall, a single person, ("Grantor") and **Charles Hershel Kuykendall, Trustee of the Keystone 1993 Trust dated March 15, 1993**, ("Grantee") of 1608 W. Wilshire, Nichols Hills, OK 73116.

The Grantor, in consideration of the sum of TEN and NO/100THS DOLLARS (\$10.00) and other good and valuable consideration duly paid, and the receipt and sufficiency of which is acknowledged, does quitclaim, grant, bargain, sell, and convey to the Grantee, the successor Grantee and assigns, all the following described real estate situated in Oklahoma County, State of Oklahoma, with a legal description as follows:

ALL OF LOT ONE (1), BLOCK THIRTY-SIX A (36A), NICHOLS HILLS, Oklahoma County, Oklahoma, a replat of part of Lot 1 and all of Lot 3, Block 36, NICHOLS HILLS, Oklahoma County, Oklahoma.

and a physical address of 1608 W. Wilshire, City of Nichols Hills, Oklahoma County, Oklahoma.

together with all the improvements and appurtenances on the premises.

SUBJECT TO easements, restrictions, and mineral conveyances of record.

TO HAVE AND TO HOLD the described premises to the Grantee, and the Grantee's successors and assigns forever.

Executed on the day and year written above.

By:

C.H. Kuykendall
C.H. Kuykendall
("Grantor")

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

ss.

This instrument was acknowledged before me this 16th day of September, 2021, by C.H. Kuykendall, a single person.

Seal:



Bryan N. Evans
Notary Public

Return Address:

EVANS & DAVIS
ATTORNEYS

Attn: Bryan Evans
211 N. Broadway
Edmond, OK 73034



After Recording Return To:

1612 West Wilshire LLC
Attention: Manager
201 Robert S. Kerr Avenue, Suite 1600
Oklahoma City, OK 73102

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT **MORIVIVI GROUP, LLC**, an Oklahoma limited liability company ("**Grantor**"), in consideration of the sum of Ten and No/100 Dollars (US \$10.00), to facilitate a certain lot combination transaction between related parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto **1612 WEST WILSHIRE LLC**, an Oklahoma limited liability company ("**Grantee**"), whose mailing address is 201 Robert S. Kerr Avenue, Suite 1600, Oklahoma City, OK 73102, Attention: Manager, all of Grantor's right, title, interest, estate and every claim and demand, both at law and in equity, in and to the real property and premises situated in Oklahoma County, State of Oklahoma, more particularly described as follows:

Lot One (1), in Block Thirty-six "C" (36C), of BLOCK 36C NICHOLS HILLS, a Replat of Lot 2, Block 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof, together with the improvements thereon and the easements and appurtenances belonging thereto (collectively, the "**Real Property**");

TO HAVE AND TO HOLD the Real Property unto the Grantee, its successors and assigns, so that neither Grantor, nor any person in Grantor's name and behalf, shall or will hereafter claim or demand any right or title to the Real Property or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

This deed is exempt from Documentary Stamp Tax pursuant to 68 O.S. § 3202, Paragraphs 3 and 4. This Deed is not a transfer for purposes of Section 8B of Article X of the Oklahoma Constitution or the Ad Valorem Tax Code of the State of Oklahoma, pursuant to 68 O.S. § 2802.1.A.4.c. and g.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date set forth in its acknowledgment below.

"Grantor":

MORIVIVI GROUP, LLC, an Oklahoma limited liability company

By:


Name: Christian Kanady
Title: Manager

By:


Name: Katherine Richard Kanady (also known as Katherine T. Richard)
Title: Manager
(All of the Managers of the Grantor)

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

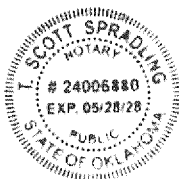
This instrument was acknowledged before me on April 29, 2025, by Christian Kanady and Katherine Richard Kanady (also known as Katherine T. Richard), as managers of Morivivi Group, LLC, an Oklahoma limited liability company.


Notary Public

My Commission Expires: 5/28/2028

My Commission Number: 24006880

[Seal]



OAG 2024-2 – NON-EXEMPT BUSINESS/TRUST

Exhibit to Deed**AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: NON-EXEMPT BUSINESS OR TRUST**STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned T. Scott Spradling
 (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I am a/an Manager (role, such as titled officer or trustee) of 1612 WEST WILSHIRE LLC, an Oklahoma limited liability company (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.
3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:
 No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.
4. The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
5. If the Entity is a trust, its grantee(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.
6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

T. Scott Spradling
 AFFIANT, individually and as authorized agent of the Entity

April 25, 2025

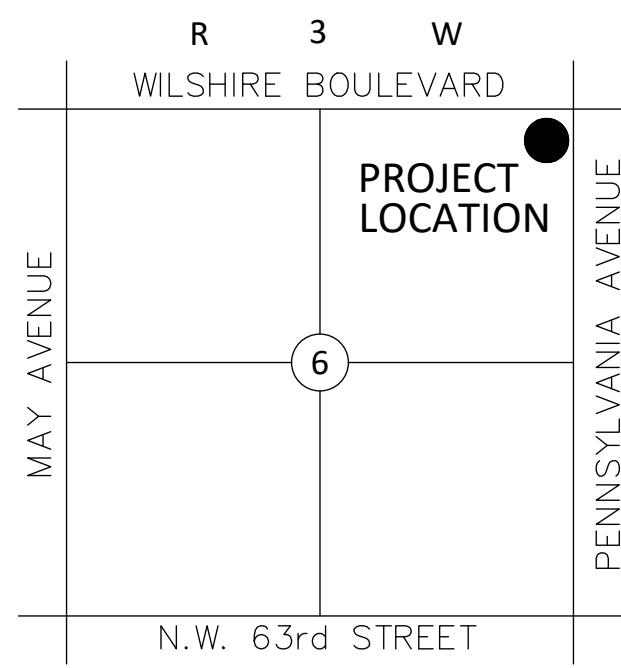
Date

The foregoing instrument was subscribed and sworn to before me this 25 day of April, 2025, by T. Scott Spradling.

My Commission Expires: 06/15/2026

Cheryl McDaniel
 NOTARY PUBLIC

My Commission Number: 18006055



CERTIFICATE OF SURVEY
Date of Last Field Visit: April 20, 2025

I, Randall A. Mansfield, Professional Land Surveyor do hereby certify as of the date set forth above that I have made a careful survey of a tract of land described as follows:

All of Lots Two (2) and Three (3), in Block Thirty-six "C" (36C), of BLOCK 36C, NICHOLS HILLS, A REPLAT OF LOT 2, BLOCK 36, NICHOLA COUNTY, Oklahoma, according to the recorded plat thereof.

Said described tract of land contains an area of 81,783 square feet or 1.8775 acres, more or less.

AND

Lot One (1), in Block Thirty-six "C" (36C), of BLOCK 36C, NICHOLS HILLS, A REPLAT OF LOT 2, BLOCK 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof.

Said described tract of land contains an area of 84,454 square feet or 1.9388 acres, more or less.

The aforescribed tracts, when combined, being more particularly described as follows:

All of Lots One (1), Two (2) and Three (3), in Block Thirty-six "C" (36C), of BLOCK 36C, NICHOLS HILLS, A REPLAT OF LOT 2, BLOCK 36, NICHOLS HILLS, in Oklahoma County, Oklahoma, according to the recorded plat thereof.

Said described tract of land contains an area of 166,237 square feet or 3.8163 acres, more or less.

GENERAL NOTES:

1. The bearing of South 03°34'00" West along the east line of Lot 1, Block 36C per the plat of Block 36C, Nichols Hills, a Replat of Lot 2, Block 36, Nichols Hills and as shown on the east line of the subject property was used as the basis of bearings for this plat.
2. Said described property is located within an area having a Zone Designation "X" (Non Shaded)/Non Special Flood Hazard Area by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 40109C0170H, with a date of identification of July 2, 2002 (Revised December 18, 2009), for Community No. 400423, in Oklahoma County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
3. A title commitment, indicating applicable easements, has not been provided, therefore all easements may not be shown hereon.
4. This survey meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



Randall A. Mansfield
Randall A. Mansfield, Professional Land Surveyor No. 16
Date of Signature: April 24, 2025

[illegible]

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

Sheet: 1 of Pages

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

LUKE M. CURLEY
6922 AVONDALE CT
OKLAHOMA CITY, OK 73116

Doc # 2009034698
Bk 11044
Pg 1118-1119
DATE 03/18/09 16:20:39
Filing Fee \$15.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

STATUTORY SPECIAL WARRANTY DEED

File No.: 5721789n ()
Doc Stamps: \$0.00

Tax ID#: 169451020

KNOW ALL MEN BY THESE PRESENTS: That **LUKE M. CURLEY AND CYNTHIA HAWK CURLEY, CO-TRUSTEES OF THE CURLEY FAMILY TRUST DATED 20TH DAY OF OCTOBER 1997, WHO ACQUIRED TITLE INCORRECTLY AS LUKE M. CURLEY AND CYNTHIA H. CURLEY, CO-TRUSTEES OF THE CURLEY FAMILY TRUST (the "Grantor")**, in consideration of the sum of TEN AND NO/100's dollars and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey unto **LUKE M. CURLEY AND CYNTHIA HAWK CURLEY, CO-TRUSTEES OF THE CURLEY FAMILY TRUST DATED 20TH DAY OF OCTOBER 1997 (the "Grantee")**, that certain tract of real property situated in **Oklahoma County, Oklahoma**, to wit:

LOT TWO (2), IN BLOCK THIRTY-SIX A (36A), OF BLOCKS 36A AND 36B, NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF

Property Address: **6922 Avondale Ct, Oklahoma City, OK 73116**

Together with all the improvements thereon and the appurtenances thereunto belonging, LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants, and warrant the title to the same against any and all acts, conveyances, liens and encumbrances affecting such property made or suffered to be made or done by, through or under Grantor, but not otherwise.

TO HAVE AND TO HOLD said described premises unto the Grantee, Grantee's heirs, successors and assigns forever.

Signed and delivered this 3rd DAY OF December, 2008.

LUKE M. CURLEY

CYNTHIA HAWK CURLEY

CURLEY
40127441

FIRST AMERICAN ELS
WARRANTY DEED

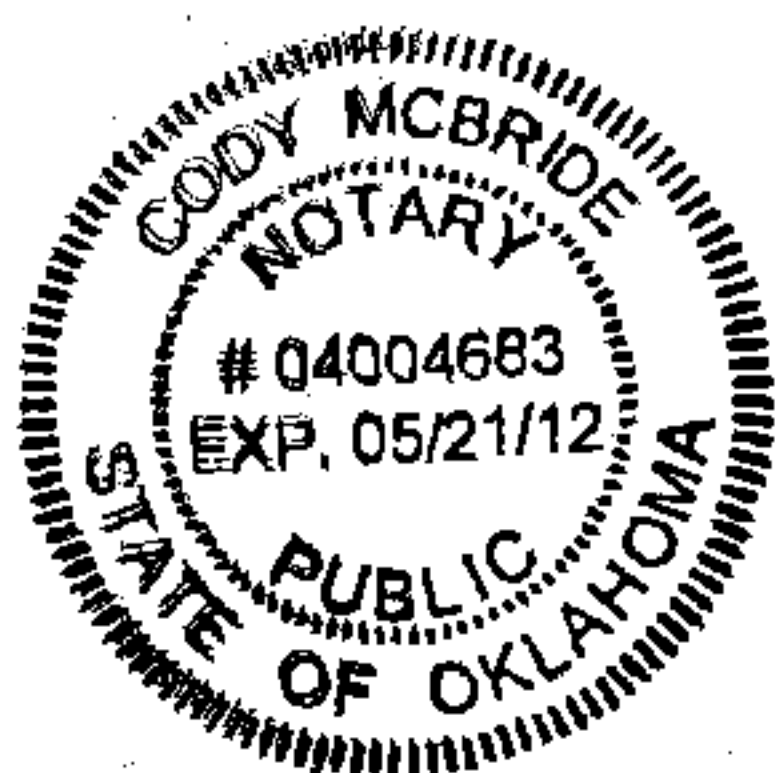
OK

215

ACKNOWLEDGMENT - OKLAHOMA FORM

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } ss.

This instrument was acknowledged before me on 3 DAY OF December, 2008, by LUKE M. CURLEY AND CYNTHIA HAWK CURLEY.



[Signature]
NOTARY PUBLIC

My Commission Expires: 5/21/2012

Mail Tax Statements To:
LUKE M. CURLEY
6922 AVONDALE CT
OKLAHOMA CITY, OK 73116

UNOFFICIAL COPY

Tax I.D. No.: 169451260

Mail Tax Statement To:
6929 Avondale Court
Nichols Hills, OK 73116

After Recording Return To:
American Eagle Title Group, LLC
6805 N. Classen Ste. A
Oklahoma City, OK 73116

Rec. & Ret. to:
American Eagle Title Group
421 NW 13th St, Suite 320
Oklahoma City, OK 73103

20170109010023850
DEED 01/09/2017
11:52:25 AM Book:13328
Page:945 PageCount:1
Filing Fee:\$13.00
Doc. Tax:\$2025.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

WARRANTY DEED
(Individual)

KNOW ALL MEN BY THESE PRESENTS:

That **Rhonda L Heafy Trustee of the Rhonda L. Heafy Revocable Trust U/A/D June 22, 2007**, party of the first part, in consideration of the sum of *****TEN AND NO/100****** dollars and other valuable consideration, in hand paid, the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey unto
Debra Brower McKinney

Whose address is: **6929 Avondale Court
Nichols Hills, OK 73116**

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

Lot Eight (8), in Block Thirty-six "B" (36B), of Blocks 36A and 36B, NICHOLS HILLS, a Replat of part of Lot 1 and All of Lot 3, Block 36, NICHOLS HILLS to Oklahoma County, Oklahoma, according to the recorded plat thereof.

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the property, including all mineral rights owned by party of the first part, which may be subject to lease, and excluding mineral rights previously reserved or conveyed of record, and warrants title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, and their heirs and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT FOR and SUBJECT TO those exceptions set forth hereinabove.

SIGNED AND DELIVERED the date(s) on the acknowledgment(s) below.

Rhonda L Heafy Trustee of the Rhonda L. Heafy Revocable Trust U/A/D June 22, 2007

BY: *Rhonda L Heafy Trustee*

ACKNOWLEDGMENT

State of *Illinois*

County of *Montgomery*

ss:

The foregoing instrument was acknowledged before me on this *6* day of January, 2017 by Rhonda L. Healy Trustee of Rhonda L Heafy Revocable Trust U/A/D June 22, 2007

My Commission Expires:

Jackie L. Diamond
Notary Public, *1/13*



EC No.: 1612-0063-61



917.703.6443

CONSENT OF ABUTTING OWNER
TO
LOT COMBINATION

The undersigned represent(s) that he/she/they own(s) the property located at 6922 Avondale Court, Nichols Hills, OK 73116, which is legally described as:

Lot Two (2), in Block Thirty-Six A (36A), of Blocks 36A and 36B, NICHOLS HILLS, Oklahoma County, Oklahoma, according to the recorded plat thereof (the "**Property**").

Legal title to the Property is held in the names of LUKE M. CURLEY AND CYNTHIA HAWK CURLEY, CO-TRUSTEES OF THE CURLEY FAMILY TRUST DATED 20TH DAY OF OCTOBER 1997 (herein "**Owner**"). The westerly boundary of the Property is also a portion of the easterly boundary of the property located at 1610 W. Wilshire, Nichols Hills, OK 73116.

The undersigned consents to the combination of the property located at 1610 W. Wilshire with the property located at 1612 W. Wilshire, which latter property is located at the Southeast corner of West Wilshire Boulevard and North Pennsylvania Avenue.

"Owner":

LUKE M. CURLEY AND CYNTHIA HAWK CURLEY,
CO-TRUSTEES OF THE CURLEY FAMILY TRUST
DATED 20TH DAY OF OCTOBER 1997

By:

Name: _____
Title: Trustee

By:

Name: _____
Title: Trustee

Date:

May 1, 2025

CONSENT OF ABUTTING OWNER
TO
LOT COMBINATION

The undersigned represents that it owns the property located at 1608 W. Wilshire, Nichols Hills, OK 73116, which is legally described as:

All of Lot One (1), Block THIRTY-SIX A (36A), NICHOLS HILLS, Oklahoma County, Oklahoma, a replat of part of Lot 1 and all of Lot 3. Block 36, NICHOLS HILLS, Oklahoma County, Oklahoma, according to the recorded plat thereof (the "**Property**").

Legal title to the Property is held in the name of Charles Hershel Kuykendall, Trustee of the Keystone 1993 Trust dated March 1, 1993 (the "**Trust**"). The westerly boundary of the Property is also a portion of the easterly boundary of the property located at 1610 W. Wilshire, Nichols Hills, OK 73116.

The undersigned consents to the combination of the property located at 1610 W. Wilshire with the property located at 1612 W. Wilshire, which latter property is located at the Southeast corner of West Wilshire Boulevard and North Pennsylvania Avenue.

"Trust":



Charles Hershel Kuykendall, Trustee of the Keystone 1993
Trust dated March 1, 1993

Date: 5-25, 2020

CONSENT OF ABUTTING OWNER
TO
LOT COMBINATION

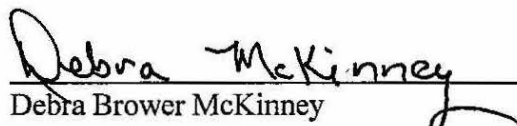
The undersigned represents that she owns the property located at 6929 Avondale Court, Nichols Hills, OK 73116, which is legally described as:

Lot Eight (8), Block Thirty-six "B" (36B), of Blocks 36A and 36B, NICHOLS HILLS, a Replat of part of Lot 1 and All of Lot 3. Block 36, NICHOLS HILLS, Oklahoma County, Oklahoma, according to the recorded plat thereof (my "**Property**").

Legal title to my Property is held in my name, of Debra Brower McKinney (herein "**Owner**"). The northerly boundary of my Property is also the southerly boundary of the property located at 1612 W. Wilshire, Nichols Hills, OK 73116., which is located at the Southeast corner of West Wilshire Boulevard and North Pennsylvania Avenue (the "**1612 West Wilshire Property**").

The undersigned consents to the combination of the 1612 West Wilshire Property with the property located at 1610 W. Wilshire immediately to the east of the 1612 West Wilshire Property.

"Owner":


Debra Brower McKinney

Date: 10/20/25, 2020

Larry Stein Oklahoma County Assessor's Office



Ownership Radius Report

This Official Report is for Account Number **R124601000** & **R124601010** and is a **300-foot** radius from the outside of the polygon.

DIGITAL COPIES ARE NOT PROVIDED BY THIS OFFICE.

If the minimum number of different owners was not reached from the initial search the radius for this report was extended by 100-foot increments until the required number of different owners is included, or the maximum distance has been met. This report does not constitute a legal survey or document. Definitive descriptions of real property and ownership can be obtained from the official recorded documents in the Oklahoma County Clerk's Office.

The Official Certified Radius Report will expire 30 days from the date of creation stamp and seal.

If you need a digital reproduction of this report, please call the mapping department of the Assessor's office for instructions on how to use the website.

STATE OF OKLAHOMA }
COUNTY OF OKLA. } ss:

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 Ft. Radius Report
filed in the office of the County Assessor
on the 28th day of October, 20 25
Given under my hand and official seal the
28th day of October, 20 25

County Assessor
G. Wamby Deputy

**Oklahoma County Assessor's
300ft Radius Report
10/28/2025**

accountno	name1	name2	name3	mailingaddress1	city	state	zipcode	subname	block	lot	legal	location
R169708000	THE ROSEWATER TRUST			1705 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116	UNPLTD PT SEC 31 13N 3W	0	0	UNPLTD PT SEC 31 13N 3W 000 000 PT SE4 SEC 31 13N 3W & PT NE4 SEC 6 12N 3W BEG 40FT W & 155.38FT N OF SE/C SE4 SEC 31 13N 3W TH SWLY98.59FT WLY ALONG A CURVE 126.41FT TO POINT OF BEG TH WLY ALONG A CURVE 180FT S225FT ELY ALONG A CURVE 180FT N225FT TO BEG AKA TR 2 OF E/2 OF SE4	1705 W WILSHIRE BLVD NICHOLS HILLS
R169706500	STANBRO PETER BRENT			1701 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116-4113	UNPLTD PT SEC 31 13N 3W	0	0	UNPLTD PT SE4 SEC 31 13N 3W & PT NE4 SEC 6 12N 3W BEG 40FT W & 155.38FT N OF SE/C OF SE4 TH WLY98.59FT TH WLY ON A CURVE 126.41FT S225FT ELY225FT N225FT TO BEG	1701 W WILSHIRE BLVD NICHOLS HILLS
R169821500	CHINA TOWN INC			2009 CATALINA DR	EDMOND	OK	73013	NICHOLS HLS WIL SUB 87&87A	87	8	NICHOLS HLS WIL SUB 87&87A 087 008	1609 W WILSHIRE BLVD NICHOLS HILLS
R169822000	BROWN JEFFREY S & KATHRYN J			401 VILLAS DR	VENICE	FL	34285-3031	NICHOLS HLS WIL SUB 87&87A	87	9	NICHOLS HLS WIL SUB 87&87A 087 009	1607 W WILSHIRE BLVD NICHOLS HILLS
R169822500	BAIR JACK M & DEBRA R			1605 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116-5006	NICHOLS HLS WIL SUB 87&87A	87	0	NICHOLS HLS WIL SUB 87&87A 087 000 ALL LOT 10 & W26FT LOT 11	1605 W WILSHIRE BLVD NICHOLS HILLS
R169823000	HEINLEN JONATHAN & LATISHA TRS	EKS RESIDENCE TRUST		1603 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116-5006	NICHOLS HLS WIL SUB 87&87A	87	11	NICHOLS HLS WIL SUB 87&87A 087 011 LOT 11 LESS W26FT	1603 W WILSHIRE BLVD NICHOLS HILLS
R169840005	YEN ERVIN S MD & PAMELA M TRS	YEN 2010 REV TRUST		1700 ELMHURST AVE	NICHOLS HILLS	OK	73120-1012	NICHOLS HILLS WILSHIRE	95	1	NICHOLS HILLS WILSHIRE 095 001	1700 ELMHURST AVE NICHOLS HILLS
R169820400	MONNET J CHARLES TRS	MONNET J CHARLES TRUST		1606 ELMHURST AVE	NICHOLS HILLS	OK	73120-1218	NICHOLS HLS WIL SUB 87&87A	87	5	NICHOLS HLS WIL SUB 87&87A 087 005	1606 ELMHURST AVE NICHOLS HILLS
R169820500	JOHNSON SCOTT F & CAROL F TRS	JOHNSON SCOTT F & CAROL F TRUST		1608 ELMHURST AVE	NICHOLS HILLS	OK	73120-1218	NICHOLS HLS WIL SUB 87&87A	87	6	NICHOLS HLS WIL SUB 87&87A 087 006	1608 ELMHURST AVE NICHOLS HILLS
R169821000	WHITE JANE C TRS	WHITE 1610 TRUST		1610 ELMHURST AVE	NICHOLS HILLS	OK	73120-1218	NICHOLS HLS WIL SUB 87&87A	87	7	NICHOLS HLS WIL SUB 87&87A 087 007	1610 ELMHURST AVE NICHOLS HILLS
R169820300	BOZALIS JOHN R & SHARON REV TRUST			1604 ELMHURST AVE	NICHOLS HILLS	OK	73120-1218	NICHOLS HLS WIL SUB 87&87A	87	4	NICHOLS HLS WIL SUB 87&87A 087 004	1604 ELMHURST AVE NICHOLS HILLS
R169820200	BROOKS DAN V TRS	BROOKS DAN V REV TRUST		1602 ELMHURST AVE	NICHOLS HILLS	OK	73120	NICHOLS HLS WIL SUB 87&87A	87	3	NICHOLS HLS WIL SUB 87&87A 087 003 EXCEPT A TRI TR IN SE/C BEING 63FT 8IN ACROSS S & 80FT 2IN ON W & 102FT 2IN ON NELY SIDE	1602 ELMHURST AVE NICHOLS HILLS

**Oklahoma County Assessor's
300ft Radius Report
10/28/2025**

R169451020	CURLEY LUKE M & CYNTHIA H CO TRS	CURLEY FAMILY TRUST		6922 AVONDALE CT	NICHOLS HILLS	OK	73116-5009	NICHOLS HILLS REPLAT	36A	2	NICHOLS HILLS REPLAT 36A 002	6922 AVONDALE CT NICHOLS HILLS
R169574680	IMES NORMAN K & CAROL SUE TRS	IMES NORMAN K & CAROL SUE TRUST		1704 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116-4114	NICHOLS HILLS ADD	37	2	NICHOLS HILLS ADD 037 002	1704 W WILSHIRE BLVD NICHOLS HILLS
R169574670	MILLS ROBERT L & MARGARET S TRS	MILLS ROBERT L & MARGARET S TRUST		1700 W WILSHIRE BLVD	OKLAHOMA CITY	OK	73116	NICHOLS HILLS ADD	37	1	NICHOLS HILLS ADD 037 001	1700 W WILSHIRE BLVD NICHOLS HILLS
R124601010	1612 WEST WILSHIRE LLC			201 ROBERT S KERR AVE STE 1600	OKLAHOMA CITY	OK	73102	NICHOLS HILLS BLK 36 C	36C	0	NICHOLS HILLS BLK 36 C 36C 000 LOTS 2 & 3	1612 W WILSHIRE BLVD NICHOLS HILLS
R124601000	MORIVIVI GROUP LLC			1811 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116-4115	NICHOLS HILLS BLK 36 C	36C	1	NICHOLS HILLS BLK 36 C 36C 001	1610 W WILSHIRE BLVD NICHOLS HILLS
R169451000	KUYKENDALL CHARLES HERSHEL TRS	KEYSTONE 1993 TRUST		1608 W WILSHIRE	NICHOLS HILLS	OK	73116	NICHOLS HILLS REPLAT	36A	1	NICHOLS HILLS REPLAT 36A 001	1608 W WILSHIRE BLVD NICHOLS HILLS
R169574645	SHAWVER CARRIE M 1999 TRUST			1606 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116	NICHOLS HILLS ADD	0	0	NICHOLS HILLS ADD 000 000 BEG 267FT S & 120.68FT E OF NW/C LOT 1 BLK 36 TH NELY 172FTNLY 173.92FT ELY 80FT SLY 150FT SELY 145FT SELY 136.78FT SWLY ON N LINE AVONDALE CT 374.48FT NWLY 193.42FT TO BEG OR TR1	1606 W WILSHIRE BLVD NICHOLS HILLS
R169708000	THE ROSEWATER TRUST			1705 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116	UNPLTD PT SEC 31 13N 3W	0	0	UNPLTD PT SEC 31 13N 3W 000 000 PT SE4 SEC 31 13N 3W & PT NE4 SEC 6 12N 3W BEG 40FT W & 155.38FT N OF SE/C SE4 SEC 31 13N 3W TH SWLY98.59FT WLY ALONG A CURVE 126.41FT TO POINT OF BEG TH WLY ALONG A CURVE 180FT S225FT ELY ALONG A CURVE 180FT N225FT TO BEG AKA TR 2 OF E/2 OF SE4	1705 W WILSHIRE BLVD NICHOLS HILLS
R169706500	STANBRO PETER BRENT			1701 W WILSHIRE BLVD	NICHOLS HILLS	OK	73116-4113	UNPLTD PT SEC 31 13N 3W	0	0	UNPLTD PT SE4 SEC 31 13N 3W & PT NE4 SEC 6 12N 3W BEG 40FT W & 155.38FT N OF SE/C OF SE4 TH WLY98.59FT TH WLY ON A CURVE 126.41FT S225FT ELY225FT N225FT TO BEG	1701 W WILSHIRE BLVD NICHOLS HILLS
R169451320	HARTSUCK JAMES M REV TRUST			6909 NW GRAND BLVD	NICHOLS HILLS	OK	73116-5001	NICHOLS HILLS REPLAT	36B	11	NICHOLS HILLS REPLAT 36B 011	6909 NW GRAND BLVD NICHOLS HILLS
R169451280	FOXY BEE LLC			6917 NW GRAND BLVD	NICHOLS HILLS	OK	73116	NICHOLS HILLS REPLAT	36B	9	NICHOLS HILLS REPLAT 36B 009	6917 NW GRAND BLVD NICHOLS HILLS
R169451300	CJR CAPITAL LLC			1629 N MARION AVE	OKLAHOMA CITY	OK	73106	NICHOLS HILLS REPLAT	36B	10	NICHOLS HILLS REPLAT 36B 010	6913 NW GRAND BLVD NICHOLS HILLS
R169451240	FRALEY ANDREA LYN			6925 AVONDALE CT	NICHOLS HILLS	OK	73116-5008	NICHOLS HILLS REPLAT	36B	7	NICHOLS HILLS REPLAT 36B 007	6925 AVONDALE CT NICHOLS HILLS

Oklahoma County Assessor's
300ft Radius Report
10/28/2025

R169451220	BLAIR WILLIAM WILSON & SUZANNE REEVES			6923 AVONDALE CT	NICHOLS HILLS	OK	73116	NICHOLS HILLS REPLAT	36B	6	NICHOLS HILLS REPLAT 36B 006	6923 AVONDALE CT NICHOLS HILLS
R169451200	BOGHETICH ANTONIO & JILENE			6921 AVONDALE CT	NICHOLS HILLS	OK	73116-5008	NICHOLS HILLS REPLAT	36B	5	NICHOLS HILLS REPLAT 36B 005	6921 AVONDALE CT NICHOLS HILLS
R169451180	SCALET JAMES CHRISTOPHER 2022 TRUST	SCALET KATHERINE MARIE 2022 TRUST		6919 AVONDALE CT	NICHOLS HILLS	OK	73116	NICHOLS HILLS REPLAT	36B	4	NICHOLS HILLS REPLAT 36B 004	6919 AVONDALE CT NICHOLS HILLS
R169574740	SULLIVAN WYNN	SULLIVAN MARGARET		2303 NW GRAND BLVD	NICHOLS HILLS	OK	73116-4105	NICHOLS HILLS ADD	37	9	NICHOLS HILLS ADD 037 009	2303 NW GRAND BLVD NICHOLS HILLS
R169574750	MCKINNIS GREG H TRS	CHOE YUNG HYE TRS	HJH TRUST	2301 NW GRAND BLVD	NICHOLS HILLS	OK	73116-4105	NICHOLS HILLS ADD	37	10	NICHOLS HILLS ADD 037 010	2301 NW GRAND BLVD NICHOLS HILLS
R169451260	MCKINNEY DEBRA BROWER			6929 AVONDALE CT	NICHOLS HILLS	OK	73116-5008	NICHOLS HILLS REPLAT	36B	8	NICHOLS HILLS REPLAT 36B 008	6929 AVONDALE CT NICHOLS HILLS





Larry Stein

Oklahoma County Assessor

320 Robert S. Kerr. #313 , Oklahoma City Oklahoma 73102

(405) 713-1236 Fax (405) 713-1220 www.oklahomacounty.org/assessor

Open Records Request

Fee Receipt

Receipt No	Name	Received	Currency	Description	PricePerUnit	Units	PriceTotal
33341	<u>HARTZOG CONGER CASON</u>						
		10/28/2025	Cards	300 Feet Radius	\$25.00	1	\$25.00
						Total	\$25.00

Thank You

CheckNumber

For questions concerning this invoice, please contact
Stephanie Sousa 405-713-1236
Email address Stephanie.Sousa@oklahomacounty.org

November 20, 2025

Nichols Hills Planning Commission
City of Nichols Hills
6407 Avondale Drive
Nichols Hills, OK

Re: PC-2025-07

Good Morning,

Our family's house, at 1607 W. Wilshire Blvd, is on the north side of Wilshire. The empty lot, known as 1610 W. Wilshire, is directly across from us to the south. We have owned the home over 33 years. Whatever action the Commission takes will affect somewhat all who travel on Wilshire, but moreover your decisions will affect those of us who live there daily and likely will affect the resale values of several homes similarly situated.

It would seem logical to conclude that whatever is being planned for on the empty lot, it will certainly not be a single family residence sized appropriately for the neighborhood like the rest of the homes on Wilshire are. If it were

otherwise, there would be no need to apply to the Commission to combine the lots.

I might note in passing that the red rectangle depicted does not even closely resemble the boundary lines of the property nor of the property lines of neighboring homes and lots. Nor does it show required setback lines nor does it depict any boundaries that may have received a variance in the past from the City.

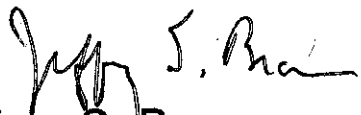
What uses are allowed for a side yard this size? Or is it considered the backyard of the residence though it extends all the way to Wilshire? What structures can be built on it and are there size proportions to be considered? Can pavement be installed similar to a golf cart path? Can a parking lot be installed, and if so, what would the capacity be? Will any variances previously granted to 1612 be automatically furthered to include 1610 without additional approval by the City?

Also, several houses across from the subject lots are well above the subject lots and fences aren't tall enough to inhibit views into the vacant lot, especially from our second story windows.

In summary, my recommendation is, for today's session, that the Planning Commission deny the combination of the two lots. Perhaps the wisest course of action would be to have the applicant submit plans for future improvements to the property and petition the Commission again at that

time if it is still necessary.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Jeffrey S. Brown". The signature is fluid and cursive, with the first name "Jeffrey" being more prominent than the last name "Brown".

Jeffrey S. Brown
1607 W. Wilshire Blvd.
Nichols Hills, OK. 73116

Debra and Jack Bair MD
1605 W Wilshire Blvd
Nichols Hills, Oklahoma 73116
dbrbair@aol.com
405-823-2345

November 25, 2025

Nichols Hills Planning Commission
6407 Avondale Drive
Nichols Hills, Oklahoma

Subject: Objection to Petition to Combine Lots--Case No. PC-2025-07

Dear Members of the Planning Commission,

We are writing to register our opposition to the petition to combine the lots located at 1610 and 1612 W Wilshire Blvd, which are across the street to the south of our home at 1605 W Wilshire Blvd. We have multiple concerns with the plans to combine the lots and the building plans for 1610 and 1612 W Wilshire Blvd. We would like to have more transparency regarding the frontage of Wilshire and the opportunity to work with the owners.

While we understand that property owners have the right to pursue changes that support their goals, the proposed lot consolidation raises several serious concerns for us, many of our neighbors, and the entire area.

1. Impact on Neighborhood Character:

Combining these parcels would significantly alter the established scale and spacing of properties in our neighborhood. The current lot sizes contribute to the visual harmony and identity of our street, and merging them could enable development that is inconsistent with the existing residential pattern. A larger merged lot could allow for construction that exceeds the scale of nearby homes, resulting in increased traffic, reduced privacy, and potential strain on local infrastructure. If the 1610 drive is used as the main driveway for the proposed combined lot, it creates a significant traffic issue with the merging of four driveways less than a car length apart. The current drive at 1610 is directly across from my driveway as well as the drive for 1607 and practically adjacent to the 1608 drive. The drawing that was shared by the owners indicates a parking lot will be constructed on the property raising concerns about the level of traffic they anticipate using from the 1610 driveway. With the changes from the water repairs to Wilshire our access and our neighbors from the drive to the street is so narrow you must pull into the lane of the oncoming traffic or hit the curb. This, along with all the driveways entering Wilshire at the same location, creates somewhat of an intersection in the middle of our block of Wilshire.

2. Effects on Property Values:

The uncertainty surrounding future use of the combined lots, particularly if it leads to oversized or out-of-character structures, may have negative effects for

us and those on the north side of Wilshire. More transparency from the owners would be very helpful. The provided drawing shows no understandable measurements and lacks specific details of future plans. We would like more information regarding the frontage on Wilshire and are concerned that the combination of the lots will allow the opportunity for changes to the setbacks.

We would like more information regarding where the curb cuts will be located and whether they can be staggered. Also, a long driveway from the current 1610 drive running the length of the front of the lot will look like a parallel road along Wilshire, perhaps leading to confusion.

3. Safety Issues:

We have been told that the corners of Penn and Wilshire are allowed the large walls due to safety issues. We are all at risk of attempted break-ins and are so fortunate and grateful for our outstanding Police Department. Our family has endured two attempted home invasions here on Wilshire. The first was by convicted felons that our police caught trying to enter our home. The second attempt also did not gain entry to our home but stole guns from a neighbor to our south. We heard them try to open our door and they left when they discovered the door was locked. Although it was very frightening, both times our home was not breached because our doors were locked, a much simpler solution than an 8-10 ft wall surrounding the property. If a burglar wants to enter the property, they will find a way through the fence. Do we all need a large fence or wall at the street to protect us? All the homes along Penn and Wilshire (which is a major intersection and thoroughfare) have just as much exposure. We would prefer not to be a neighborhood of walled front yards. There are also many instances where residents have voluntarily and involuntarily followed the setback rules for their property. With no knowledge of what the future plans for the lot will be, it seems premature to grant the petition for the combination of the lots.

For these reasons, we respectfully request that the City deny the petition to combine the lots. We also ask that any future proposals for this property be subject to thorough public review to ensure they align with community standards. If the board does not deny the petition, at least consider a delay for more information to be provided to those of us most affected by this change.

Thank you for your attention to our concerns regarding this petition and for your ongoing service to our community. We would appreciate being kept informed of any hearings, meetings, or decisions related to this petition.

Sincerely,



Debra and Jack Bair MD



November 25, 2025

Nichols Hills Planning Commission

City of Nichols Hills

6407 Avondale Drive

Nichols Hills, OK

Re: PC-2025-07

Nichols Hills Planning Commission:

My family lives at 1603 W Wilshire across from the empty lot at 1610 W Wilshire currently under discussion in the petition. While we have only lived here a few years we were drawn to this home and the block of Wilshire as a beautiful area in the heart of Nichols Hills. I have reviewed the proposed combination of lots and would like to address the implications of such combination. The combination of the two adjacent lots creates a very large lot dissimilar to the other lots on our street and would change the neighborhood feel we currently have. Should this occur my biggest concern at this time would also be the location of any fences. I understand the corner lots have been given different restrictions for fencing the front yards but should this lot be combined I would hope the commission would continue the current fencing requirements and not allow a fence in front of the house line. To have this lot fenced off at the curb would drastically change our neighborhood feel with open site lines, landscaped front yards and single family residences leading to the charm we currently have on our block. Of course these changes could also affect resale value if we do choose to sell our properties.

The initial plans we were given so far are lacking in several details, perhaps further plans with distance specifications on where things will be located would be helpful in further discussion.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Latisha Heinlen" followed by a stylized "MD".

Latisha Heinlen, MD

Published in _____ on _____, 2025

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND ENACTING THE “NICHOLS CITY CODE 2024 CUMULATIVE ANNUAL SUPPLEMENT”; PROVIDING FOR SEVERABILITY; REPEALING ALL CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; PROVIDING FOR PUBLICATION BY SUMMARY IN ACCORDANCE WITH STATE LAW; AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

Section 1. The “Nichols Hills City Code 2024 Cumulative Annual Supplement” as submitted by CivicPlus (the “Code Supplement”), which contains all ordinances of a general and permanent nature enacted since the Nichols Hills City Code was enacted, has been published and is hereby adopted and enacted by reference as if set out in its entirety.

Section 2. The provisions of this ordinance are severable and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

Section 3. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 4. SUMMARY OF CONTENTS OF CODE SUPPLEMENT. As required by Title 11, Oklahoma Statutes, Section 14-108(C) and Title 11, Oklahoma Statutes, Section 14-107(A), the contents of the Code Supplement are hereby summarized as follows: See the attached and incorporated Exhibit A, entitled *Summary of Contents of Nichols Hills City Code 2024 Cumulative Annual Supplement*.

Section 5. EMERGENCY SECTION. WHEREAS, in the judgment of the Council, it is necessary for the immediate preservation of the peace, health, welfare, and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the _____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the _____ day of _____, 2025.

ATTEST:

Mayor

City Clerk
[Seal]

Reviewed as to Form and Legality:

City Attorney

Exhibit A
Summary of Content of Nichols Hills City Code
2024 Cumulative Annual Supplement

NICHOLS HILLS CITY CODE, 2024

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Re Published in _____ on _____, 2025.

ORDINANCE NO. _____

AN ORDINANCE FOR THE PURPOSE OF REMOVING DISCRIMINATORY LANGUAGE AGAINST CERTAIN RACES CONTAINED IN EXISTING PLATS DEDICATED TO THE CITY OF NICHOLS HILLS, OKLAHOMA, AND FILED IN THE OFFICE OF THE OKLAHOMA COUNTY CLERK; AMENDING THE FINAL PLAT OF LOTS 9 TO 21, INCLUSIVE, BLK 54, AND LOTS 4 TO 13, INCLUSIVE, BLK. 55-BLK 55A, MAYFAIR PARK OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA; AMENDING THE FINAL PLAT OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA; AMENDING DUFFNER'S COUNTRY CLUB SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA; AMENDING THE FINAL PLAT OF NICHOLS' CLUB ESTATES ADDITION TO NICHOLS HILLS, OKLAHOMA; AMENDING THE REPLAT OF A PORTION OF BLOCKS 124 AND 125, DUFFNER'S COUNTRY CLUB SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA, AND AMENDING GARNETT ADDITION, AN ADDITION TO NICHOLS HILLS, OKLAHOMA; AUTHORIZING THE MAYOR TO SIGN ANY DOCUMENTATION NECESSARY TO EFFECTUATE THIS ORDINANCE; AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

Section 1. The purpose of this Ordinance is to remove discriminatory language against certain races from all platted subdivisions to the City of Nichols Hills, Oklahoma (individually a "Plat" and collectively the "Plats") containing such language. The respective Plats subject of this Ordinance are as follows: (a) *Lots 9 to 21, inclusive, Block 54, and Lots 4 to 13, inclusive, Block 55, and Block 55A, Mayfair Park Section of Nichols Hills, Oklahoma County, Oklahoma* ("Mayfair Park"), filed of record on October 1, 1930, in Book 23 of Plats, Page 88, (b) *Nichols Hills, Oklahoma County, Oklahoma* ("Nichols Hills Blocks 88 to 94"), filed of record August 6, 1938, in Book 24 of Plats, Page 93, (c) *Duffner's Country Club Section of Nichols Hills, Oklahoma County, Oklahoma* ("Duffner's Country Club"), filed of record January 8, 1946, in Book 25 of Plats, Page 74, (d) *Nichols' Club Estates Addition to Nichols Hills, Oklahoma* ("Nichols' Club Estates"), filed of record on July 11, 1946, in Book 25 of Plats, Page 25A, (e) *Replat of a Portion of Blocks 124*

and 125, *Duffner's Country Club Section of Nichols Hills, Oklahoma County, Oklahoma* ("Replat of Blocks 124 & 125"), filed of record on June 8, 1950, in Book 28 of Plats, Page 19, and (f) *Garnett Addition, an Addition to Nichols Hills, Oklahoma* ("Garnett Addition"), filed of record on May 3, 1952, in Book 30 of Plats, Page 87, all in the office of the Oklahoma County Clerk. For purposes of this Ordinance the discriminatory language, whether identical or different between plats, is individually and collectively referenced herein as the "Discriminatory Language."

Section 2. The Discriminatory Language prohibits the sale, rental, or occupancy of real property subject of each respective Plat. Although the Discriminatory Language is no longer legally enforceable pursuant to the United States Supreme Court ruling in *Shelly v. Kraemer*, 334 U.S. 1 (1948), the provisions of the Fair Housing Act, 42 U.S.C., Section 3601 *et seq.*, and 11 O.S. § 42-106.1(E), it remains part of the Plats. Title 11 O.S. § 42-106.1(E) provides a process for the removal of the Discriminatory Language by means of the amendment (the "Amendment") of the Plats.

(a) The Discriminatory Language contained in the final plat of *Mayfair Park* filed of record on October 1, 1930, in Book 23 of Plats, Page 88, is as follows:

Ownership Or Occupancy by Negroes Prohibited: None of the lots shown on said plat shall be conveyed, leased or given to and no building erected thereon shall be used, owned or occupied by any person of African decent, commonly known as Negroes. This prohibition, however, is not intended to include the occupancy by a negro or negroes while employed on the premises.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the Company or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is held or owned by and for a person not a Negro.

Provided, further, any person not a Negro who shall obtain a valid Sheriff's deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed, shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued, but shall, in all other, take same subject to this condition and right of reverter.

(b) The Discriminatory Language in *Nichols Hills Blocks 88 to 94*, filed of record August 6, 1938, in Book 24 of Plats, Page 93, is as follows:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African decent, commonly known as negroes and hereafter called Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is not held or owned by and for a person of African decent, commonly known as a negro..

Provided, further any person not a Negro, who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other, take same subject to this condition and right of reverter.

(c) The Discriminatory Language in the *Duffner's Country Club*, filed of record January 8, 1946, in Book 25 of Plats, Page 74, is as follows:

OWNERSHIP OR OCCUPANCY BY THE CAUCASIAN OR AMERICAN INDIAN RACES ONLY: No lot shown on said plat shall be conveyed, leased or given to and no building erected thereon shall be used, owned or occupied by any person other than a member of the Caucasian or American Indian race. This prohibition shall not preclude occupancy of quarters provided for that purpose by a negro or negroes while employed on the premises by the owner. Upon violation of this clause, same being a reversion clause, the lot or plot and the improvements thereon shall immediately revert to the Company or its assigns, which shall be

entitled to immediately re-enter and take possession hereof, provided, however, that nothing in this paragraph contained shall affect the lien of any mortgage covering any lot executed prior to the violation of the provision hereof, if same was executed in good faith and is not held or owned by or for a negro, and provided further that any person not a negro who shall obtain a valid sheriff's deed to any lot or plot by virtue of the foreclosure of such a mortgage as is described above, and who shall obtain rightful and lawful possession of property covered by such sheriff's deed shall take the same, free from any violation of this condition occurring prior to the sale under which such sheriff's deed is issued, but shall in all other respects take the same subject to all the provisions hereof.

(d) The Discriminatory Language in the *Nichols' Club Estates*, filed of record on July 11, 1946, in Book 25 of Plats, Page 25A, is as follows:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African descent, commonly known as Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is not held or owned by and for a person not a Negro.

Provided, further any person not a Negro, who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other, take same subject to this condition and right of reverter.

(e) While the *Replat of Blocks 124 & 125* does not contain any Discriminatory Language, does not contain any Discriminatory Language, the *Replat of Blocks 124 & 125* is

located entirely within the real property subject of the final plat of *Duffner's Country Club* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Duffner's Country Club* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the *Replat of Blocks 124 & 125*.

(f) While the final plat of *Garnett Addition* does not contain any Discriminatory Language, a portion of the *Garnett Addition* was a replat of Lots 11 to 21, both inclusive, Block 54, *Mayfair Park* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Mayfair Park* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *Garnett Addition*.

Section 3. The real property which individually comprises each plat within The City of Nichols Hills, Oklahoma, is as follows:

(a) The real property which comprises the final plat of *Mayfair Park* is located in a part of the SW/4 of Section 5, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise the final plat of *Mayfair Park* are Lots 9 to 21, both inclusive, Block 54, Lots 4 to 13, both inclusive, Block 55, and all of Block 55A.

(b) The real property which comprises *Nichols Hills Blocks 88 to 94* is located in the SE/4 of Section 6, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise *Nichols Hills Blocks 88 to 94* are Lots 1 through 63, both inclusive, Block 88, Lots 1 through 18, both inclusive, Block 89, Lots 1 through 14, both inclusive, Block 90, Lots 1 through 26, both inclusive, Block 91, Lots 1 through 20, both inclusive, Block 92, Lots 1 through 23, both inclusive, Block 93, and Lots 1 through 37, both inclusive, Block 94.

(c) The real property which comprises *Duffner's Country Club* is, in part, located in the SE/4 and the NE/4 of Section 6, T12N, R3W of the Indian Meridian, and, in part, located in the SW/4 and the NW/4 of Section 5, T12N, R3W of the Indian Meridian, all in Oklahoma County, Oklahoma. The Lots and Blocks which comprise *Duffner's Country Club* are Lots 1 through 9, both inclusive, Block 121, Lots 1 through 15, Block 122, Lots 1 to 21, Block 123, Lots 1 through 31, both inclusive, Block 124, and Lots 1 through 24, both inclusive, Block 125.

(d) The real property which comprises *Nichols' Club Estates* is located in the NW/4 of the NE/4 of the NE/4 of Section 7, T12N, R3W, of the Indian Meridian, Oklahoma County, Oklahoma. The Lots which comprise *Nichols' Club Estates* are Lots 1 through 6, both inclusive.

(e) The real property which comprises the *Replat of Blocks 124 & 125* is located in the SW/4 of Section 5, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise the *Replat of Blocks 124 & 125* are Lots 1 through 6, both inclusive, and Lots 28 through 30, both inclusive, Block 124, and Lot 1 and Lot 24, Block 125, being a replat of Lots 1 through 7, both inclusive, Block 124, Lots 28 through 31, both inclusive, Block 124, and Lot 1 and Lot 24, Block 125, *Duffner's Country Club*.

(f) The real property which comprises *Garnett Addition* is located in the SW/4 of Section 5, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise *Garnett Addition* are Lots 1 through 30, both inclusive, Block 56, and Lots 1 through 30, both inclusive, Block 57, being a replat of Lots 11 through 21, both inclusive, Block 54, *Mayfair Park Section to Nichols Hills* and Block 19 of the *North Lake View Addition*.

Section 4. Each individual plat identified herein which collectively comprise the Plats are hereby amended to delete, remove and strike in their entirety the Discriminatory Language. The provisions of this Amendment shall supersede and control over any conflicting provision contained in an individual plat identified herein which collectively comprise the Plats. Except for the Discriminatory Language, the remainder of each plat identified herein shall remain enforceable and effective.

Section 5. The Mayor is hereby authorized to sign any documentation necessary to effectuate this Ordinance.

Section 6. Emergency Section. In the judgment of the Council it is necessary for the immediate preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this Ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this Ordinance shall take effect and be in full force from and after its passage as provided by law.

[signatures are on the following page]

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the _____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

Mayor

City Clerk
[Seal]

REVIEWED as to Form and Legality

City Attorney

STATE OF OKLAHOMA)
) ss:

COUNTY OF OKLAHOMA)

 This instrument was acknowledged before me on the _____ day of _____ 2025,
by _____, Mayor of the City of Nichols Hills, Oklahoma.

(Seal)

Notary Public
My Commission Expires: _____
Commission #: _____

**AFFIDAVIT REGARDING
CORRECTION OF PLATS**

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Concerning the subdivision plat of *Lots 9 to 21, inclusive, Block 54, and Lots 4 to 13, inclusive, Block 55, and Block 55A, Mayfair Park Section of Nichols Hills, Oklahoma County, Oklahoma* filed of record on October 1, 1930, in Book 23 of Plats, Page 88, (the "*A Portion of Blocks 54 & 55, and all of Block 55A of Mayfair Park*" or sometimes the "Plat"), the property subject of the Plat is located in a part of the SW/4 of Section 5, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The real property subject of the Plat had not previously been subdivided. Due to the inclusion of an illegal discriminatory restrictive covenant, the Plat (and other Plats identified herein) shall be amended to redact, remove, and strike the following illegal discriminatory restrictive covenant (the "Discriminatory Language):

Ownership Or Occupancy by Negroes Prohibited: None of the lots shown on said plat shall be conveyed, leased or given to and no building erected thereon shall be used, owned or occupied by any person of African decent, commonly known as Negroes. This prohibition, however, is not intended to include the occupancy by a negro or negroes while employed on the premises.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the Company or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is held or owned by and for a person not a Negro.

Provided, further, any person not a Negro who shall obtain a valid Sheriff's deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed, shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued, but shall, in all other, take same subject to this condition and right of reverter.

A copy of the final plat of *A Portion of Blocks 54 & 55, and all of Block 55A of Mayfair Park* with the Discriminatory Language redacted, removed, and stricken, marked as **Exhibit 1**, is attached hereto and made a part hereof.

A portion of the real property subject of the Plat (that being Lots 11 to 21, both inclusive, Block 54) was subsequently replated by the final plat of *Garnett Addition, an Addition to Nichols Hills, Oklahoma*, filed of record on May 3, 1952, in Book 30 of Plats, Page 87, in the office of the Oklahoma County Clerk ("*Garnett Addition*") (see **Exhibit 2**, attached hereto and made a part hereof). The real property subject of the final plat of *Garnett Addition* is comprised of a portion of the real property subject of the Plat and Lot 19 of *North Lake View Addition* to Oklahoma County, recorded December 15, 1910, in Book 17 of Plats, Page 6. The final plat of *North Lake View Addition* does not contain Discriminatory Language; however, that part of the real property subject of the final plat of *Garnett Addition* taken from the Plat does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the Plat was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *Garnett Addition*.

Therefore, the Discriminatory Language contained in the Plat is hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1. In addition, because the Discriminatory Language contained in the Plat continues to run with that part of the real property taken from the Plat, the Discriminatory Language also affects that part of the final plat of *Garnett Addition*. Accordingly, the affected part of the final plat of *Garnett Addition* is hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

City Clerk
[Seal]

Mayor

REVIEWED as to Form and Legality

City Attorney

EXHIBIT 1

LOTS 9 TO 21 INCL. BLK. 54 - LOTS 4 TO 13 INCL. BLK. 55 - BLK. 55A

MAYFAIR PARK SECTION

NICHOLS HILLS

OKLAHOMA COUNTY,

OKLAHOMA

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, G. A. Nichols, Inc., a Corporation organized and existing under and by virtue of the Laws of the State of Oklahoma pursuant to resolution of the Board of Directors of said Corporation, and being the owner of the property hereinafter described, has caused the same to be surveyed and platted as shown on the Town of NICHOLS HILLS, OKLA., and has caused the same to be subdivided into Blocks, lots, streets, avenues, drives, public ways and parks, as shown on the accompanying plat, to public use; said property being now lying in Oklahoma County, State of Oklahoma, and described as follows, to-wit:

Beginning at a point on the west line of Section 2, Township 2 North, Range 5 West of Lot 791.5 feet north of the south-west corner of said Section 2; thence N. 0° 32' 15" E. along the west line of said Section 2 a distance of 920.68 feet to a point of curve; thence along a curve to the left having a radius of 148.65 feet, distance of 100.17 feet to a point on said curve; thence S. 24° 32' E. along a tangent to said curve a distance of 190.58 feet to a point of curve; thence along a curve to the left having a radius of 658.62 feet, distance of 582.75 feet to a point of tangency; thence S. 7° 13' E. a distance of 66.48 feet to a point; thence S. 16° 47' W. a distance of 189.40 feet to a point; thence S. 89° 47' W. a distance of 43.00 feet to a point; thence S. 26° 15' E. a distance of 222.65 feet to a point; thence S. 26° 15' E. along the extension of a radial line of a curve a distance of 50.00 feet to a point on said curve; thence along a curve to the right having a radius of 570.09 feet a distance of 266.14 feet to a point of tangency; thence S. 0° 15' W. a distance of 183.96 feet to the south boundary line of the Town of Nichols Hills; thence West along said boundary line a distance of 145.63 feet to a point; thence S. 0° 32' W. a distance of 30.00 feet to a point; thence N. 89° 57' W. a distance of 107.20 feet to the place of beginning.

W. G. A. NICHOLS, INC., do hereby guarantee a clear title to the land so dedicated from ourselves, our heirs, our assigns forever and have caused the same to be released from all incumbrances so that the title is clear.

RESERVATIONS, RESTRICTIONS AND COVENANTS

THE COMPANY declares that the aforesaid lands shown on said plat above referred to, namely, Lots 9 to 21 both inclusive, Block 54, Lots 4 to 13 both inclusive, Block 55, and all lots in Block 55A, are held and shall be conveyed subject to the reservation, restrictions, covenants and declarations hereinafter set forth, as follows:

Definitions:

By COMPANY is meant the owner of the property hereinafter described and is the party planning and dedicating the property hereinafter described.

A CORNER LOT is one that abuts on more than one street. Any lot, except a corner lot, shall be deemed to front on the street on which it has its smaller dimension, excepting the lots specifically mentioned below and except where the COMPANY shall designate in any deed conveying any corner lot, hereinafter made by it, the street on which said corner lot shall hereinafter be considered as fronting.

Lots 12 and 18, Block 54, Lot 1, Block 55A shall be deemed to front on both streets. Lot 13, Block 55 shall be deemed to front on Pennington Way.

The COMPANY in the deed to any corner lot or at any time

with the consent in writing of the holder of the fee simple title thereto, may designate a different street as the one upon which such lot shall be deemed to front.

The street upon which a lot fronted as above provided, shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word "plot" as used in this statement is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

Every plot shall be deemed to front on the street on which the lot or lots constituting said plot front, unless the lot or lots front on more than one street, in which case it shall be deemed to front on both streets.

By "building limit line" as here used, is meant the line marked building limit line as shown on the plat or as changed by the Company in accordance with the provisions herein.

An "outbuilding" as that word is used in this statement, is intended to mean an enclosed covered structure not directly attached to the residence which it serves.

The word STREET, as used in these restrictions, shall include any street, drive, alley, road, lane, way, terrace or court, as shown on the plat.

Use of Land:

The lots shall be used for private residence purposes only. No store or business house, no gas, oil or automobile service station, and no flat, duplex or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to residences, each dwelling house being detached and being designed for occupancy by a single family in its entirety.

Materials:

The principal exterior material of any residence shall be of brick, stone or stucco, or some material satisfactory to the Company.

No house may be moved from any other locality onto the property herein described.

Frontages:

Every residence erected on any lot shall front or present a good frontage on the street or streets on which said plot fronts.

Houses on corner lots shall have a presentable frontage on both streets.

Every residence erected on any plot shall have appurtenance to it and not occupied by any other residence at least 35 feet of ground fronting on the street or streets on which the plot fronts, except as listed below.

Any residence erected wholly or partially on any of the lots listed below shall have appurtenance to it and not occupied by any other residence the amount of ground as listed, except that in a residence erected partially on two or more lots where the requirements differ, the smaller frontage shall govern.

Lots 12 and 18, Block 54, 110 feet on Huntington Ave. and 75 feet each on the court.

Lots 4 to 9 both inclusive, Block 55, 75 feet.

Lot 1, Block 55A, 125 feet on each street.

Lot 13, Block 55, 125 feet on Pennington Way.

Lots 9 to 12 both inclusive, Block 55, and lots 2 to 9 both inclusive, Block 55A, 45 feet.

If the plot consists of one lot only and the frontage of such lot is less than 55 feet, then the minimum quantity aforesaid of 55 feet may be reduced, as applying to the lot in question, to the frontage of said lot.

Set Back of Residence from Street Line:

No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street or the side street than the front building limit line of the lot or lots on which such building may be erected, as shown on said plat; provided, however, that the Company may, in the fee simple title to such lot, change said building limit lines of such lot, or at any time thereafter, with the consent in writing of the then record owner of the fee simple title to such lot, change said building limit lines, or may change the building limit lines which it may have established by said deed; provided, however, that no change may be made at any time which will bring the front or side building limit line more than five feet nearer to the front or side street.

Covered or uncovered, but not enclosed, porches, balconies, porches and terraces may extend beyond the front building limit line not more than twelve feet or beyond the side building limit line not more than ten feet. Bay or other windows, vestibules and stairway landings other than full two story windows, vestibules and landings, porches, stoops, chimneys or other similar projections may extend not more than four feet beyond the front building limit line and not more than four feet beyond the side building limit line. Steps not higher than the level of the first floor may extend beyond the front or side building limit lines. By building limit line, as here used, is meant the building limit line as shown on the plat or as changed by the Company in accordance with the next preceding paragraph.

Free Space:

No part of any residence shall be erected or maintained on any of the lots in this addition nearer than six feet to the side property line of the plot upon which it is erected, in portions of this addition where the required minimum frontage for a plot is less than 90 feet, or nearer than 10 feet to the side property line where the required minimum frontage for a plot is 90 feet or more; except that porches, stoops, chimneys and purely ornamental projections may extend three feet nearer said side property line; provided that no residence, including attached garages, attached greenhouses, enclosed or screened porches, but exclusive of projections listed above, shall occupy more than 80 per cent of the width of the plot measured at the front building limit line. It is provided, however, that the maximum width of any residence which may be erected on any of said lots may, with the consent in writing of the Company, be increased by not to exceed 10 per cent of the width of any such plot, measured as above provided. It is further provided, that the required set back from the side lines of the Company, be reduced by not to exceed 33 1/3 per cent of the amount of such required set back; provided, however, that this reservation shall in no way whatever effect the provision relative to the change in said building line as set forth in paragraph on "Set Back of Residence from Street Line."

Set Back of Outbuildings from Street:

No outbuildings, exclusive of cornices, stoops, chimneys and purely ornamental projections, shall be erected or maintained on any of said lots nearer to the front or side street than the outbuilding limit line of the lot or lots on which the outbuilding may be erected, as shown on said plat; provided, however, that the Com-

Scale 1" = 100'

BENHAM ENGINEERING CO.
CONSULTING ENGINEERS
OKLAHOMA CITY, OKLA.

SEC. 5 T. 2 N. R. 31

SEC. 5 T. 2 N. R. 31

Iron Pins shown thus: *
All Streets 60' wide unless otherwise noted.

Sheet 1 of 2 Sheets

LOTS 9 TO 21 INCL. BLK. 54-LOTS 4 TO 13 INCL. BLK. 55-BLK. 55A

MAYFAIR PARK SECTION

NICHOLS HILLS

OKLAHOMA COUNTY, OKLAHOMA

party, in the deed to any of said lots, may change said out-building limit lines, or at any time thereafter, with the consent, in writing, of the owner of the fee simple title to such lot, change said out-building limit line, or change the out-building limit line which it may have established by said deed, provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any out-building more than ten feet nearer the front street or more than ten feet nearer the side street than the out-building limit line shown on said plat, and provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any out-building nearer to the front street than the out-building limit line shown on this plat, without the consent in writing of the then record owner of the fee simple title to the lot in the same block which adjoins the same side street.

Every out-building, except a greenhouse, erected on any of said lots, unless the Company otherwise consents in writing, shall correspond in style and architecture to the residence to which it is a part and shall be of the same exterior material as such residence.

Out-Building Regulations:

No out-buildings, exclusive of greenhouses, and exclusive of carports, spas, chimneys and purely ornamental projections erected on any of said lots shall occupy more than 50 per cent of the width of the plot upon which said buildings are erected, measured along the rear line of said plot; provided, however, that in no case shall the width of any such out-building, other than greenhouses, be more than 25 feet without the consent, in writing, of the Company. In the case of more than one such out-building being erected on any plot the combined width of such out-buildings shall not exceed the width provided for by this section for a single out-building. Any greenhouse, exclusive of other out-buildings, may not exceed a maximum width of 20 feet, without the consent in writing of the Company; provided further, that the combined width of greenhouses and other out-buildings erected or maintained on any lot at any one time may not exceed 60 per cent of the width of the plot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such out-buildings may, with the consent, in writing, of the Company, be increased by not to exceed 10 per cent of the width of the plot, measured along the rear line thereof, and provided further, that the width of any out-building other than greenhouses, may with the consent, in writing, of the Company, be increased by not to exceed 10 per cent of the width of the plot upon which it is erected, measured along the rear line thereof; and still further provided that no out-building having an angle or angles in the out-building limit line, the out-buildings may be erected to such width as the space allows, provided, they do not exceed the maximum width limit above.

No out-building shall be higher than the house to which it is appurtenant.

Company's Judgment Conclusives:

The Company shall in all cases have the right to say and determine which are the front street, side street, rear and side property lines of any plot, and also the amount of the set back from said lot lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding on all parties.

Required Cost of Residence:

A residence erected wholly or partially on any of the said lots, or parts thereof, shall cost not less than the amount listed below:

Block 54, lots 9 to 21, both inclusive, one story.....	\$ 4,000.00
Block 55, lots 4 to 8, both inclusive, two story.....	12,500.00
Block 55, lots 9 to 13, both inclusive, one or two story.....	10,000.00
Block 55A, lots 1 to 3, both inclusive, one or two story.....	4,500.00

Out-Building Regulations:

No out-building, exclusive of greenhouses, and exclusive of carports, spas, chimneys and purely ornamental projections erected on any of said lots shall occupy more than 50 per cent of the width of the plot upon which said buildings are erected, measured along the rear line of said plot; provided, however, that in no case shall the width of any such out-building, other than greenhouses, be more than 25 feet without the consent, in writing, of the Company. In the case of more than one such out-building being erected on any plot the combined width of such out-buildings shall not exceed the width provided for by this section for a single out-building. Any greenhouse, exclusive of other out-buildings, may not exceed a maximum width of 20 feet, without the consent in writing of the Company; provided further, that the combined width of greenhouses and other out-buildings erected or maintained on any lot at any one time may not exceed 60 per cent of the width of the plot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such out-buildings may, with the consent, in writing, of the Company, be increased by not to exceed 10 per cent of the width of the plot, measured along the rear line thereof, and provided further, that the width of any out-building other than greenhouses, may with the consent, in writing, of the Company, be increased by not to exceed 10 per cent of the width of the plot upon which it is erected, measured along the rear line thereof; and still further provided that no out-building having an angle or angles in the out-building limit line, the out-buildings may be erected to such width as the space allows, provided, they do not exceed the maximum width limit above.

Every out-building, except a greenhouse, erected on any of said lots, unless the Company otherwise consents in writing, shall correspond in style and architecture to the residence to which it is a part and shall be of the same exterior material as such residence.

No out-buildings, exclusive of greenhouses, and exclusive of carports, spas, chimneys and purely ornamental projections erected on any of said lots shall occupy more than 50 per cent of the width of the plot upon which said buildings are erected, measured along the rear line of said plot; provided, however, that in no case shall the width of any such out-building, other than greenhouses, be more than 25 feet without the consent, in writing, of the Company. In the case of more than one such out-building being erected on any plot the combined width of such out-buildings shall not exceed the width provided for by this section for a single out-building. Any greenhouse, exclusive of other out-buildings, may not exceed a maximum width of 20 feet, without the consent in writing of the Company; provided further, that the combined width of greenhouses and other out-buildings erected or maintained on any lot at any one time may not exceed 60 per cent of the width of the plot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such out-buildings may, with the consent, in writing, of the Company, be increased by not to exceed 10 per cent of the width of the plot, measured along the rear line thereof, and provided further, that the width of any out-building other than greenhouses, may with the consent, in writing, of the Company, be increased by not to exceed 10 per cent of the width of the plot upon which it is erected, measured along the rear line thereof; and still further provided that no out-building having an angle or angles in the out-building limit line, the out-buildings may be erected to such width as the space allows, provided, they do not exceed the maximum width limit above.

Easements Reserved:

The Company reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the area indicated on the plat as "Easements" sewer or other pipe line conduits, poles and wires and any other method of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Company shall have the right at any time to extinguish or vacate such easements and right-of-way as to all or any portion of said property.

Board of Approval:

There shall be created a Board of Approval to be composed of a Representative selected by the Company; a Representative to be selected by the parties owning property in the addition and a third party to be selected by the two so selected, and no building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alterations thereof be made until approved in writing by the Board of Approval. In so passing upon information relative to the above mentioned the Board of Approval may take into consideration the suitability of the proposed building or other structure and of the materials of which

it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

Signs, Billboards and Miscellaneous Structures:

The construction or maintenance of Billboards or Advertising Signs or structures on any lot in said plot is prohibited, except that signs or billboards advertising the retail sale of such property are permitted provided they do not exceed 5 sq. ft. in size, unless the written consent of the Company is given.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground without the consent in writing of the Company.

No pile or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of the building limit line, without the consent, in writing, of the Company.

No permanent provision shall be made for the housing of poultry, cows or horses or other live stock on any lot without the consent in writing of the Company.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

No garage or out-building on any plot shall be used as a residence or living quarters except by persons engaged on the premises, or except during construction of residence for a period of not to exceed 6 months.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then the material shall be placed within the property lines of the lot or part of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

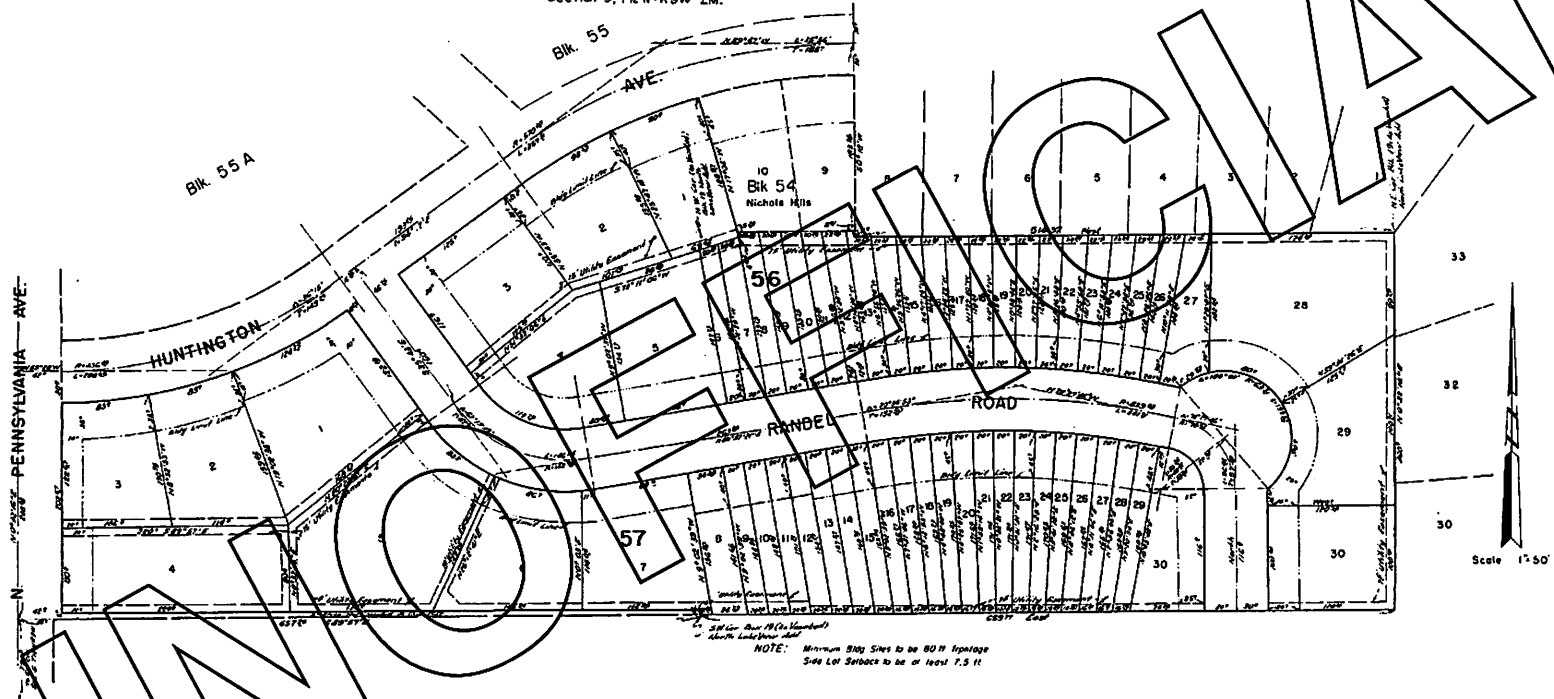
Durations:

All the restrictions herein set forth shall continue and be binding upon the Company and heirs on its successors and assigns for a period of twenty-one years from 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 2836, 2837, 2838, 2839, 2840, 2841, 2842, 2843, 2844, 2845, 2846, 2847, 2848, 2849, 2850, 2851, 2852, 2853, 2854, 2855, 2856, 2857, 2858, 2859, 2860, 2861, 2862, 2863, 2864, 2865, 2866, 2867, 2868, 2869, 2870, 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878, 2879, 2880, 2881, 2882, 2883, 2884, 2885, 2886, 2887, 2888, 2889, 2890, 2891, 2892, 2893, 2894, 2895, 2896, 2897, 2898, 2899, 2900, 2901, 2902, 2903, 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, 2912, 2913, 2914, 2915, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 3033, 3034, 3035, 3036, 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, 3045, 3046, 3047, 3048, 3049, 3050, 3051, 3052, 3053, 3054, 3055, 3056, 3057, 3058, 3059, 3060, 3061, 3062, 3063, 3064, 3065, 3066, 3067, 3068, 3069, 3070, 3071, 3072, 3073, 3074, 3075, 3076, 3077, 3078, 3079, 3080, 3081, 3082, 3083, 3084, 3085, 3086, 3087, 3088, 3089, 3090, 3091, 3092, 3093, 3094, 3095, 3096, 3097, 3098, 3099, 3100, 3101, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 3113, 3114, 3115, 3116, 3117, 3118, 3119, 3120, 3121, 3122, 3123, 3124, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3136, 3137, 3138, 3139, 3140, 3141, 3142, 3143, 3144, 3145, 3146, 3147, 3148, 3149, 3150, 3151, 3152, 3153, 3154, 3155, 3156, 3157, 3158, 3159, 3160, 3161, 3162, 3163, 3164, 3165, 3166, 3167, 3168, 3169, 3170, 3171, 3172, 3173, 3174, 3175, 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3198, 3199, 3200, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 3340, 3341, 3342, 3343, 3344, 3345, 3346, 3347, 3348, 3349, 3350, 3351, 3352, 3353, 3354, 3355, 3356, 3357, 3358, 3359, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3367, 3368, 3369, 3370, 3371, 3372, 3373, 3374, 3375, 3376, 3377, 3378, 3379, 3380, 3381, 3382, 3383, 3384, 3385, 3386, 3387, 3388, 3389, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3397, 3398, 3399, 3400, 3401, 3402, 3403, 3404, 3405, 3406, 3407, 3408, 3409, 3410, 3411, 34

GARNETT ADDITION

AN ADDITION TO NICHOLS HILLS OKLAHOMA

Being a replat of lots 11 to 21 incl., Blk. 54 MAYFAIR PARK Section
to NICHOLS HILLS & Blk. 19 of the NORTH Lake View Addition to
OKLAHOMA CITY. All being in the Town of NICHOLS HILLS, OKLAHOMA
COUNTY State of OKLAHOMA & Being a part of the SW 1/4
Section 5, T12 N-R3W 1M.



NOTE: Minimum Sizing Shuts to be 80 ft. in length
Side Lot Setbacks to be at least 7.5 ft.

SHEET 2 OF 2 SHEETS

**AFFIDAVIT REGARDING
CORRECTION OF PLAT**

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Concerning the subdivision plat of *Nichols Hills, Oklahoma County, Oklahoma*, filed of record August 6, 1938, in Book 24 of Plats, Page 93 ("*Nichols Hills Blocks 88 to 94*" or sometimes the "Plat"), which is located in the SE/4 of Section 6, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. Due to the inclusion of an illegal discriminatory restrictive covenant, the Plat shall be amended to redact, remove, and strike the following illegal discriminatory restrictive covenant (the "Discriminatory Language"):

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African decent, commonly known as negroes and hereafter called Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is not held or owned by and for a person of African decent, commonly known as a negro..

Provided, further any person not a Negro, who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other, take same subject to this condition and right of reverter.

The Plat with the Discriminatory Language redacted, removed, and stricken is depicted on **Exhibit 1**, attached hereto and made a part hereof

THEREFORE, the Plat is hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

City Clerk
[Seal]

Mayor

REVIEWED as to Form and Legality

City Attorney

STATE OF OKLAHOMA)
) ss:

COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ____ day of _____ 2025,
by _____, Mayor of the City of Nichols Hills, Oklahoma.

(Seal)

Notary Public
My Commission Expires: _____
Commission #: _____

EXHIBIT 1

24-93 21

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

[illegible]

ASSIGNMENTS, ASSIGNATIONS / COMMENTS

[illegible][illegible][illegible]

[The page contains dense, illegible handwritten notes.]

1. The first part of the report is a summary of the work done during the year. It is a brief statement of the main results of the work, and is intended to give a general impression of the progress made.

[The page contains dense, mostly illegible handwritten notes.]

[illegible][illegible]

24-93 1/3

[illegible]

**AFFIDAVIT REGARDING
CORRECTION OF PLATS**

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Concerning the subdivision plat of *Duffner's Country Club Section of Nichols Hills, Oklahoma County, Oklahoma*, filed of record October 29, 1945, in Book 25 of Plats, Page 74 ("*Duffner's Country Club*" or sometimes the "Plat"), the property subject of the Plat is, in part, located in the SE/4 and the NE/4 of Section 6, T12N, R3W of the Indian Meridian, and, in part, located in the SW/4 and the NW/4 of Section 5, T12N, R3W of the Indian Meridian, all in Oklahoma County, Oklahoma. Due to the inclusion of an illegal discriminatory restrictive covenant, the Plat (and other Plats identified herein) shall be amended to redact, remove, and strike the following illegal discriminatory restrictive covenant (the "Discriminatory Language):

OWNERSHIP OR OCCUPANCY BY THE CAUCASIAN OR AMERICAN INDIAN RACES ONLY: No lot shown on said plat shall be conveyed, leased or given to and no building erected thereon shall be used, owned or occupied by any person other than a member of the Caucasian or American Indian race. This prohibition shall not preclude occupancy of quarters provided for that purpose by a negro or negroes while employed on the premises by the owner. Upon violation of this clause, same being a reversion clause, the lot or plot and the improvements thereon shall immediately revert to the Company or its assigns, which shall be entitled to immediately re-enter and take possession hereof, provided, however, that nothing in this paragraph contained shall affect the lien of any mortgage covering any lot executed prior to the violation of the provision hereof, if same was executed in good faith and is not held or owned by or for a negro, and provided further that any person not a negro who shall obtain a valid sheriff's deed to any lot or plot by virtue of the foreclosure of such a mortgage as is described above, and who shall obtain rightful and lawful possession of property covered by such sheriff's deed shall take the same, free from any violation of this condition occurring prior to the sale under which such sheriff's deed is issued, but shall in all other respects take the same subject to all the provisions hereof.

A copy of the Plat, marked as **Exhibit 1**, with the Discriminatory Language redacted, removed, and stricken, is attached hereto and made a part hereof.

A portion of the real property subject of the Plat was subsequently replated by the final plat of *Replat of a Portion of Blocks 124 and 125 Duffner's Country Club Section of Nichols Hills*,

Oklahoma County, Oklahoma, filed of record June 8, 1950, in Book 28 of Plats, Page 19 (“*Replat of Blocks 124 & 125*”). A copy of the *Replat of Blocks 124 & 125*, marked as **Exhibit 2**, is attached hereto and made a part hereof. While the *Replat of Blocks 124 & 125* does not contain any Discriminatory Language, the final plat of *Duffner’s Country Club* does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Duffner’s Country Club* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the *Replat of Blocks 124 & 125*.

Therefore, the Discriminatory Language contained in the Plat is hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1. In addition, because the Discriminatory Language contained in the Plat continues to run with that part of the real property taken from the Plat, the Discriminatory Language also affects the final plat of *Replat of Blocks 124 & 125*. Accordingly, the affected part of the final plat of *Replat of Blocks 124 & 125* is hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

City Clerk
[Seal]

Mayor

REVIEWED as to Form and Legality

City Attorney

[acknowledgment is on the next page]

STATE OF OKLAHOMA)
) ss:

COUNTY OF OKLAHOMA)

 This instrument was acknowledged before me on the _____ day of _____ 2025,
by _____, Mayor of the City of Nichols Hills, Oklahoma.

(Seal)

Notary Public
My Commission Expires: _____
Commission #: _____

NICHOLS HILLS

OKLAHOMA COUNTY OKLAHOMA

RESERVATIONS, RESTRICTIONS & COVENANTS

LOCATION AND SITE OF HYDROELEMENTS:

All residences shall contain minimum square footage of floor area as follows:

way, directly or indirectly, by the other reservations, restrictions, and covenants herein contained.

Date: 3-28-65

Survey & Drawing by
E. D. HILL
ENGINEER-SURVEYOR
Registered Professional Engineer
700 Herring Bldg. Phone 2-1946
Oklahoma City, Okla.
Date: 3-8-45 Survey No: 13172

DUFFNERS
COUNTRY CLUB SECTION
OF
NICHOLS HILLS
OKLAHOMA COUNTY OKLAHOMA

SHEET NO. 2
OF 3 SHEETS

RIGHT TO ENFORCE:

The restrictions herein contained shall run with the land and bind the present owners, their successors and assigns and all parties claiming by through or under them shall be taken to hold, agree and covenant with the owner of every other lot to conform to and observe such restrictions, but no restrictions herein set forth shall bind or affect any person or corporation in respect to breaches committed while they or it have title to said land and the owner or owners of any lot or lots shall have the right to sue for and obtain injunctive relief, either prohibitory or mandatory, against the violation of any restrictions herein contained in addition to any action of law for damages.

Failure of the Company or owner of any lot or lots to enforce any of the restrictions or covenants herein contained at or after violation thereof shall not be deemed a waiver of the right to do so thereafter.

COMPANY'S RIGHT TO ASSIGN:

The Company by separable instrument may assign and convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved to it, and upon such assignment or conveyance being made, its grantees or assigns may exercise, transfer or assign such rights, reservations, easements and privileges as any one or more of them, in the same manner and to the same extent and with the same effect as if the same were directly reserved by or to them and in this instrument.

Signed at Oklahoma City, Oklahoma, this 9th day of Aug., 1945.

CE Duffner
CE Duffner
Mildred W. Duffner
Mildred W. Duffner

State of Oklahoma
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of Aug., 1945, personally appeared CE Duffner and Mildred W. Duffner, husband and wife, to me known to be the identical persons who subscribed in names of the makers to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the day and year above set forth.
My commission expires: Oct 21, 1948

Paul W. Hill
Paul W. Hill
Notary Public

BONDED ABSTRACTORS CERTIFICATE

The undersigned duly qualified and Bonded Abstractor of Titles in and for the State of Oklahoma, County of Oklahoma, hereby certifies that the records of the County of Oklahoma, in said State, show that the title of the land shown on the annexed map of Duffners Country Club Section of Nichols Hills, Oklahoma County, Oklahoma is vested in CE Duffner and Mildred W. Duffner, husband and wife.

And further certifies that on the 9th day of August, 1945, there were no action or judgments of any nature in any Court or on file with the Clerk of any Court in said County and State against said land or the owners thereof; that the taxes are paid for the year 1944 and prior years, and that no outstanding tax liens or certificates are against said land; that no tax deeds are issued to any person, and that no liens, mortgages or encumbrances of any kind are on record against the land described in said plat (Except a certain mortgage in favor of Oklahoma City Federal Savings and Loan Association, dated 31st day of July, 1945, and recorded in Book III of Mortgages on page 220.)

Signed and sealed at Oklahoma City, Oklahoma, this 9th day of August 1945.

THE OKLAHOMA CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, in Oklahoma City, Oklahoma

Attest: *[Signature]*
Notary Secretary
State of Oklahoma
County of Oklahoma
Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of August, 1945, personally appeared *[Signature]* to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth. Witness my hand and Notarial Seal the day and year above set forth.
My commission expires: Dec. 31-1946.

[Signature]
Notary Public

RELEASE OF MORTGAGE

I, *[Signature]*, Secretary of the platting of the lands shown on the annexed map of Duffners Country Club Section of Nichols Hills, and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby release and discharge a certain mortgage upon said lands, dated the 31st day of August, 1945, in the Oklahoma City Federal Savings and Loan Association, in Oklahoma City, Oklahoma, which mortgage is recorded in Book III of Mortgages, on page 220 of the records of Oklahoma County, Oklahoma, inasmuch as it covers their portion of said Country Club Section of Nichols Hills dedicated for public use as shown on the annexed plat.
Signed this 9th day of August, 1945.

OKLAHOMA CITY FEDERAL SAVINGS AND LOAN ASSOCIATION

Attest: *[Signature]*
Secretary
By: *[Signature]*
Vice President

State of Oklahoma
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of August, 1945, personally appeared J.D. Alexander to me known to be the identical person who executed the within and foregoing instrument, as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the day and year above set forth.
My commission expires: Jan. 1-1948

[Signature]
Notary Public

SURVEYOR'S CERTIFICATE

I, J.D. Hill, the undersigned, do hereby certify that I am a registered Professional Engineer and Land Surveyor and that the annexed map of DUFFNERS COUNTRY CLUB SECTION OF NICHOLS HILLS, Oklahoma County, Oklahoma, consisting of three (3) sheets correctly represents a survey made under my supervision on the 9th day of Aug., 1945, and that all the monuments shown hereon actually exist and their positions are correctly shown.

[Signature]
Civil Engineer

State of Oklahoma
County of Oklahoma
Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of August, 1945, personally appeared J.D. Hill, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and Notarial Seal the day and year above set forth.
My commission expires: Oct 22, 1948.

[Signature]
Notary Public

TOWN PLANNING COMMISSION APPROVAL

I, Ray C. Lytle, Secretary of the Town Planning Commission for the town of Nichols Hills, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat of DUFFNERS COUNTRY CLUB SECTION OF NICHOLS HILLS on the 19 day of Aug., 1945.

[Signature]
Secretary

[Signature]
Chairman

TOWN BOARD OF TRUSTEES

I, J.D. Dierker, Town Clerk of the Town of Nichols Hills, Oklahoma County, Oklahoma, hereby certify that the annexed plat of DUFFNERS COUNTRY CLUB SECTION OF NICHOLS HILLS was duly approved by the Board of Trustees of the Town of Nichols Hills on the 31 day of Sept., 1945, and that I was authorized to endorse hereon the approval of said Board and the acceptance of all land dedicated to public use as shown on said plat and that I have examined the records of said town and that all deferred payments or unmatured installment upon special assessments have been paid in full and that there are no special assessment procedure now pending against the land, as shown on the annexed plat on this 21 day of Sept., 1945.

[Signature]
Town Clerk

TOWN ENGINEER'S CERTIFICATE

I, W.M. Hughes, Town Engineer of the town of Nichols Hills, State of Oklahoma, hereby certify that I have examined the land included within the subdivision as shown on the annexed plat; that it is suitable for residence or business purposes; that the land dedicated to the public use are of correct dimensions and that improvements of the same will not be an undue burden on the public treasury.

[Signature]
Town Engineer

Survey & Drawing by
E. D. HILL
REGISTERED SURVEYOR
Residence: Tulsa, Oklahoma
1000 North 1st St.
Tulsa, Oklahoma
Date: 12-1-45 Survey No.: 13712

**AFFIDAVIT REGARDING
CORRECTION OF PLAT**

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Concerning the subdivision plat of *Nichols' Club Estates Addition to Nichols Hills, Oklahoma*, filed of record on July 11, 1946, in Book 25 of Plats, Page 25A (the "Plat") which is located in the NW/4 of the NE/4 of the NE/4 of Section 7, T12N, R3W, of the Indian Meridian, Oklahoma County, Oklahoma. Due to the inclusion of an illegal discriminatory restrictive covenant, the Plat shall be amended to redact, remove, and strike the following illegal discriminatory restrictive covenant (the "Discriminatory Language"):

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African descent, commonly known as Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is not held or owned by and for a person not a Negro.

Provided, further any person not a Negro, who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other, take same subject to this condition and right of reverter.

The Plat with the Discriminatory Language redacted, removed, and stricken is depicted on **Exhibit 1**, attached hereto and made a part hereof

THEREFORE, the Plat is hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the _____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

City Clerk
[Seal]

Mayor

REVIEWED as to Form and Legality

City Attorney

STATE OF OKLAHOMA)
) ss:

COUNTY OF OKLAHOMA)

 This instrument was acknowledged before me on the _____ day of _____ 2025,
by _____, Mayor of the City of Nichols Hills, Oklahoma.

(Seal)

Notary Public
My Commission Expires: _____
Commission #: _____

ADDITION TO



RESERVATIONS, RESTRICTIONS & COVENANTS

USE OF LAND: The lots shall be used for private residence purposes only. No store or business, no gas, oil or automobile service station, and no flat, duplex or apartment house though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained there except private dwelling houses and such outbuildings or are customarily appertained to residences, each dwelling being detached and being designed for occupancy by a single family in its entirety.

FREE SPACE, No part of an residence shall be erected or maintained on or in the lots in this addition greater than four feet to the side line of the lot at the plot upon which it is erected, including attached garage, attached garbhouses, unattached or unconnected porches, shall occupy more than 50 percent of the area of the lot measured to the front building line(s). It is provided, however, that the maximum width of any driveway or garage shall not exceed 10 feet. It is further provided, that the width of the COBHAM DRIVE driveway shall not be erected on or at any said lot with any consent, in writing, of the COBHAM DRIVE Homeowners Association. It is further provided that the width of any such plot, measured as above provided, is to be further provided that the required setback from the side lines of the lot is herein provided may, with the consent in writing of the COMPANY, be reduced by a maximum of 10 feet. It is further provided that the required setbacks, provided, however, that the said provision shall not in any way whatever affect the provision relating to the change in said building line as set forth in paragraph on "Setback of Residence From STREET LINE".

SETBACK OF OUTBUILDINGS FROM STREETS. No outbuildings excepted of carports, swimming, changing and purely ancillary outbuildings shall be erected or maintained on any lot at less than 10 feet from the front street or the side street than the outbuilding limit line of the lot or lots on which such outbuildings may be erected, as shown on said plat; provided, however, that the COMRAH, in the deed to any such plat, may, by reference, change said outbuilding limit line, or may at any time thereafter, with the consent, in writing, of the owner of the fee simple title to such lot change said outbuilding limit line, or may change the outbuilding limit line which it may have established by said deed; provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or more than ten feet nearer to the side street than the outbuilding limit line shown on said plat; and provided further that no change may be made at any time which will permit the erection or maintenance of any outbuilding on any lot at less than ten feet from the front street or the side street.

provided, further, any person not a Negro who shall obtain a valid Sheriff's Deed to any lot or lots of land under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed, shall lose the same free from

One of the conditions accruing prior to the sale under which said Sheriff's Deed is being
 by and to, in all other things fore some subject to the condition and right of reverter.

RIGHT TO ENFORCE; The restriction herein set forth shall run with the land and bind the present owner, or successors and assigns, and all parties claiming by, through or under it shall be taken to hold,

Sheet 2 of 2 sheets